

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the matter of the petition of:

UNIVERSITY OF WASHINGTON

For clarification of an existing bargaining unit  
represented by:

WASHINGTON STATE NURSES  
ASSOCIATION

CASE 135021-C-22

DECISION 13850 - PSRA

ORDER OF DISMISSAL

*Timothy Sears*, General Counsel, for the Washington State Nurses Association.

*Thomas V. Vogliano*, Assistant Attorney General, Attorney General Robert W. Ferguson, for the University of Washington.

On April 8, 2022, the University of Washington (employer) filed a unit clarification petition seeking to consolidate two bargaining units represented by the Washington State Nurses Association (union or WSNA) for employees of the University of Washington Medical Center (UWMC). WSNA represents a bargaining unit of nurses at UWMC – Montlake<sup>1</sup> and a bargaining unit of nurses at UWMC – Northwest.<sup>2</sup> Hearing Officer Emily Whitney conducted a hearing by video conference on October 26 and 27 and December 15, 2023, and the parties filed post-hearing briefs to complete the record.

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<sup>1</sup> The UWMC – Montlake bargaining unit is described as full-time, regular part-time, and per diem registered nurses at the University of Washington Medical Center – Montlake. *University of Washington*, Decision 12810 (PSRA, 2017).

<sup>2</sup> The UWMC – Northwest bargaining unit is described as, “All full-time, part-time, and reserve nurses employed as registered nurses by the University of Washington Medical Center – Northwest, including such nurses in its neighborhood clinics; excluding supervisory and administrative/management positions and all other employees.” *University of Washington*, Decision 13273 (PECB, 2020).

There has not been a meaningful change in circumstances that alters the units' communities of interest and renders the bargaining units inappropriate. Each unit can stand on its own. The petition is dismissed.

### BACKGROUND

The University of Washington operates a healthcare system, UW Medicine, which consists of many components and entities, including Harborview Medical Center and its associated clinics, UWMC and its associated clinics, Valley Medical Center, Airlift Northwest, and the University of Washington School of Medicine. *University of Washington*, Decision 13273.

UWMC – Northwest was formerly Northwest Hospital, and it operated as an independent private hospital until 2009. Around late 2009, Northwest Hospital became affiliated with UW Medicine, but it was still a separate private facility. In 2017, the decision was made to integrate UWMC and Northwest Hospital into one entity under one licensure. When the employer decided to move forward with the integration, work groups were established to fully integrate and dissolve Northwest Hospital into UW Medicine.

In February 2018, the University of Washington Board of Regents, the Northwest Hospital Board of Trustees, and UW Medicine approved and publicly announced the plan to integrate Northwest Hospital into UWMC, effective January 1, 2020. The integration agreement implementing these plans also specified January 1, 2020, as the effective date of the dissolution of Northwest Hospital and as the date that all Northwest Hospital employees would become employees of UWMC.

The employer agreed to recognize the WSNA nurses bargaining unit and other bargaining units at UWMC – Northwest. In March 2019, the union and the employer entered into a transition agreement. The parties agreed that the separate bargaining units of nurses at UWMC – Montlake and UWMC – Northwest would remain separate “at least until June 30, 2021.”

The UWMC – Northwest campus is approximately 5.5 miles from the UWMC – Montlake campus.<sup>3</sup> The employer wanted to notify the public that it was a hospital with two locations/campuses, so after the integration it identified UW Medical Center as UWMC – Montlake and Northwest Hospital as UWMC – Northwest.

In December 2020, the WSNA UWMC – Northwest bargaining unit was modified to add nurses from the UW Neighborhood Clinics as the clinics and the nurses in the clinics became part of UWMC – Northwest. *University of Washington*, Decision 13273. In that proceeding, neither the employer nor the union asserted that the existing bargaining unit of nurses at UWMC – Northwest was inappropriate. *Id.*

Notwithstanding the transition agreement between WSNA and the employer, multiple employer witnesses testified that it has always been the employer’s intention to consolidate the units into one. Kristi Aravena, the UW Director of Labor Relations, testified that the employer always intended to move forward with consolidation “after we understood the operational needs and could better articulate that.” The employer believed a merger into one bargaining unit would be ideal, however it also recognized that other similar bargaining units on various campuses were represented by different unions and would require a lot more discussion to merge.

The employer testified that it also did not move forward sooner because it wanted to make the employees who were transitioning to UWMC feel comfortable as UW employees and avoid a mass exodus of employees. The employer knew WSNA would not agree to merge the two bargaining units, knew that it needed to negotiate the agreements, wanted to ensure employees were kept whole, and wanted to evaluate operational necessity, so it did not file a unit clarification petition prior to or upon consolidation of the hospitals. In 2021, the employer and the union had conversations regarding jointly filing a unit clarification petition to merge the two bargaining units.

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<sup>3</sup> Google Maps, accessed on May 13, 2024, at <https://tinyurl.com/2s3u9m64>.

The union did not agree to file the petition, and the employer did not have the capacity to file the petition at that point, so a petition was not filed.

### Reporting Structure

The employer desired to have one patient flow department with representatives from both campuses, but instead there are still two leaders of the two campuses. The employer did not optimize operational unity like it had planned.

The employer successfully integrated the upper-level management structure, with one Chief Executive Officer for both locations, but it maintained separate on-site nursing executives for each campus. Cindy Hecker was appointed Chief Executive Officer of both UWMC – Montlake and UWMC – Northwest in 2019. Hecker was brought on to finalize the integration and create one executive team for the two campuses. The change in the executive team occurred in advance in 2019 and was fully effective by January 1, 2020, when the integration occurred. Prior to integration, all regulatory and operational policies were reviewed and aligned to standardize them across both locations.

Cindy Sayre is the Chief Nursing Officer for both UWMC – Montlake and UWMC – Northwest. Sayre reports directly to Hecker. Approximately eight Assistant Administrators report to Sayre, and some of them manage work on both campuses.

Christin Gordanier is the Associate Chief Nursing Officer for the Northwest campus. As the Associate Chief Nursing Officer, Gordanier provides leadership over patient care services and daily operations. Gordanier has direct supervision over the following units: general surgery, medical telemetry, the intensive care unit (ICU), short stay surgery, medical-surgical extended care, the resource team, the stat team, the vascular access team, behavioral health, and the adult psychiatric unit. All departments that Gordanier supervises are located at UWMC – Northwest. Nurses at the UWMC – Northwest campus report to their manager. The managers then report to the Assistant Administrators at the UWMC – Northwest campus. Those Assistant Administrators report directly to Gordanier. Gordanier then reports to Sayre.

### Collective Bargaining Agreements and Memoranda of Understanding

WSNA and the employer successfully negotiated separate collective bargaining agreements for UWMC – Montlake and UWMC – Northwest. There are approximately 1,950 nurses in the UWMC – Montlake bargaining unit and approximately 800 nurses in the UWMC – Northwest bargaining unit. There are differences between the two agreements. UWMC – Northwest nurses are hourly employees and overtime eligible, while UWMC – Montlake nurses are salary-based employees and overtime exempt. The nurses at UWMC – Northwest utilize low census—a process of sending nurses home or removing them from the work schedule for a particular shift because of a low-patient census. UWMC – Montlake nurses do not utilize low census. There are also nuances related to layoffs, but many other articles in the two collective bargaining agreements are aligned.

The first collective bargaining agreement between WSNA and UWMC – Northwest post integration was effective January 1, 2020, through June 30, 2021. Successor collective bargaining agreements for both campuses were in effect from July 1, 2021, through June 30, 2023, and July 1, 2023, through June 30, 2025.

The parties also negotiated several memoranda of understanding (MOU), both during the pandemic and after. The employer agreed to voluntary floating across campuses through an MOU. Floating is when a nurse is working in a unit, department, or building that is outside of the nurse's regular work assignment. If the employer determines there is an opening, the employer will solicit volunteers based on the float MOU. Sometimes the employer fills the position with overtime. The MOUs have also addressed healthcare workforce mobilization; the retention incentive program; intermittent, nonpermanent, and represented temporary employees; emergency department mandatory standby; and donning and doffing in the operating room at UWMC – Montlake. The employer agrees that the parties have been able to negotiate MOUs and that having two bargaining units has not prevented reaching agreements.

### Nurse Job Description

All nurses at UWMC – Montlake, UWMC – Northwest, and Harborview have the same basic job description, but they work in various departments with different specialties. This shared job description has existed since integration. Specific skills, competencies, maps, and orientations—

which are not necessarily provided in any particular document or written standard—are then defined depending on the employee’s department or specialty. The employer applies general workplace policies to all nurses regardless of campus, including patient identification policies, restraint policies, policies on how used instruments are treated, and human resources policies. All nurses go through general onboarding together, regardless of campus, and then receive training based on their specific unit.

#### Care Provided at UWMC – Montlake and UWMC – Northwest

The two locations have some similarities and some differences in care. Both UWMC – Montlake and UWMC – Northwest have acute care units, ICUs (one at UWMC – Northwest and four at UWMC – Montlake), and ambulatory clinics (outpatient clinic settings). There is a childbirth center at UWMC – Northwest and labor and delivery at UWMC – Montlake. Both campuses have emergency departments. The employer organizes the work to pool clinical services and not duplicate the work at the two campuses. UWMC – Montlake is focused on high-end quaternary care. If a patient comes into UWMC – Northwest and needs higher-end services, the patient is transferred to UWMC – Montlake. Some physicians and technical staff move between campuses as needed. The employer testified that the transfer of patients between campuses is based on the acuity of the patient’s needs and which campus offers that level of care.

The childbirth center at UWMC – Northwest is a single unit which cares for both laboring patients and postpartum patients. At UWMC – Montlake labor and delivery, antepartum, and mother/baby are separate units. Both campuses have a neonatal intensive care unit (NICU). The NICU at UWMC – Northwest is a level 2 NICU, which does not care for infants under 32 weeks gestation, infants who are required to ventilate for long periods of time, or infants who need special therapies. The NICU at UWMC – Montlake is a level 4 NICU which can provide a higher level of care that UWMC – Northwest cannot. If a patient arrives at UWMC – Northwest and needs the level 4 NICU, the patient is transferred to UWMC – Montlake.

The laboring patient population is largely unpredictable. There are times when one location has higher numbers of laboring patients than the other. The employer can use the voluntary float MOU to move nurses between UWMC – Northwest and UWMC – Montlake. The employer may also

provide care based on the staff available; this can include delaying induction, delaying scheduled procedures, or seeing if there are patients that can be discharged to free up nurses. In the fall and winter of 2022, there was a flood in the mother/baby unit at UWMC – Montlake, and the employer had to close nine beds of its 18-bed unit for approximately four months. The employer could not bring in patients that were scheduled to deliver at UWMC – Montlake, so those deliveries were shifted to UWMC – Northwest. The employer asked for volunteers, in accordance with the float MOU, to move to UWMC – Northwest, and the positions were adequately filled. There were some parking, payroll, and security badging burdens in the process, and they were resolved.

Both UWMC – Northwest and UWMC – Montlake ambulatory divisions have urology, general surgery, breast surgery, and otolaryngology. For urology, all services or procedures are offered at both UWMC – Northwest and UWMC – Montlake, with the exception of urodynamics, which is only offered at UWMC – Northwest. At times the employer encounters staffing issues. Over the summer the McMurray Urology Clinic, a UWMC – Northwest clinic, was critically short-staffed due to turnover and difficulties with recruiting. The employer needed support from nurses at UWMC – Montlake. At times the employer struggled with communicating these float opportunities but used the provisions of the float MOU to fill vacancies. Due to the number of vacancies, the employer also hired an agency nurse (travel agency nurse) to stabilize the workforce, which it had to do regardless of the unit configuration, while it recruited permanent nurses.

Infusion clinics exist across both UWMC – Northwest and UWMC – Montlake. The clinics are divided based on their connections to the two campuses prior to January 2020, so if a clinic had been connected to UWMC – Northwest, it stayed connected to UWMC – Northwest, and the same is true of UWMC – Montlake. The employer has maintained the same geographic lines for the clinics. The nurses act as the main caregivers of infusion patients, as they check orders and administer the infusions. If nobody is willing to cover an open shift, the nurses in the unit work to fill that need.

### COVID-19

By February 28, 2020, the employer had its first patients with COVID-19. The employer's priority became managing the pandemic. The employer ensured it had adequate supplies, determined how

to handle the influx of patients with respiratory precautions, and initiated facility changes on both campuses to accommodate patients with the virus. The executive leadership team met three times a day to manage the changes in information, develop new policies, and determine how to safely care for patients. At one point the employer stopped all elective surgeries and only focused on emergencies. The employer was in a “command structure,” a “disaster structure,” until the middle of 2021. Around the end of 2022 and the beginning of 2023, the employer began returning to normalcy. Around April 2022, the employer decided the only way forward was to file a unit clarification petition. The employer reached out to the union prior to filing the petition. The union continued to disagree with the merger.

## ANALYSIS

### Applicable Legal Standard

The determination of appropriate bargaining units is a function delegated to this agency by the legislature. RCW 41.80.070; *City of Richland*, Decision 279-A (PECB, 1978), *aff'd*, *International Association of Fire Fighters, Local 1052 v. Public Employment Relations Commission*, 29 Wn. App. 599 (1981), *rev. denied*, 96 Wn.2d 1004 (1981). The goal in making unit determinations is to group together employees who have sufficient similarities (community of interest) to indicate that they will be able to bargain effectively with their employer. *Central Washington University*, Decision 9963-B (PSRA, 2010); *Quincy School District*, Decision 3962-A (PECB, 1993).

This agency’s role is to determine whether there is a community of interest, not what the *best* community of interest is. Consequently, the fact that other groupings of employees may also be appropriate, or even more appropriate, does not render another configuration inappropriate. *State – Secretary of State*, Decision 12442 (PSRA, 2015) (citing *Snohomish County*, Decision 12071 (PECB, 2014); *City of Winslow*, Decision 3520-A (PECB, 1990)).

In examining the community of interest for the purpose of making bargaining unit determinations, this agency considers “the duties, skills, and working conditions of the employees; the history of collective bargaining; the extent of organization among the employees; the desires of the employees; and the avoidance of excessive fragmentation.” RCW 41.80.070. Bargaining unit determinations are made on a case-by-case basis, and the criteria are not applied on a strictly



mathematical basis. *King County*, Decision 5910-A (PECB, 1997). Not all of the factors will arise in every case, and where they do exist, any one factor could be more important than another, depending on the facts. *Renton School District*, Decision 379-A (EDUC, 1978), *aff'd*, *Renton Education Association v. Public Employment Relations Commission*, 101 Wn.2d 435 (1984).

Included in this agency's authority to determine an appropriate bargaining unit is the power to modify that unit, upon request, through a unit clarification proceeding. *University of Washington*, Decision 11590 (PSRA, 2012), *aff'd*, Decision 11590-A (PSRA, 2013); *see also Pierce County*, Decision 7018-A (PECB, 2001). Unit clarifications are governed by the provisions of chapter 391-35 WAC. The general purpose of the unit clarification process is to provide this agency, as well as the parties to a collective bargaining relationship, with a mechanism to make changes to an existing bargaining unit based upon a change in circumstances to ensure its continued appropriateness. *See, e.g., Toppenish School District*, Decision 1143-A (PECB, 1981) (outlining the procedures to remove supervisors from existing bargaining units).

Generally, established bargaining units present a stability and maturity that lead to sound labor relations. *City of Grand Coulee*, Decision 13806 (PECB, 2024). A unit clarification petition disrupts that status quo and stability. Accordingly, a unit clarification petition requires a recent, meaningful change in circumstances that alters the existing community of interest such that clarification is necessary. WAC 391-35-20.<sup>4</sup>; *University of Washington*, Decision 10496-A (PSRA, 2011) (citing *City of Richland*, Decision 279-A); *South Sound 911*, Decision 13736 (PECB, 2023). A change in circumstances is meaningful if the bargaining unit is no longer appropriate without clarification. The question is not whether the purported changes result in other or more appropriate unit configurations. The question is whether the bargaining unit remains appropriate. If the bargaining unit remains appropriate, clarification under this process is not required. In conducting this examination, the agency applies the same statutory unit determination

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<sup>4</sup> In accordance with WAC-391-35-020(4)(c), parties may waive the timeliness requirement of WAC 391-35-020(4)(a).

criteria as RCW 41.80.070, which is used to establish the unit's initial appropriateness. *See South Sound 911*, Decision 13736.

Among the types of changes that can alter an existing community of interest and necessitate clarification are meaningful changes to job duties, reorganization of the workforce, or other significant changes to the workplace environment. *See Lewis County (Teamsters Local 252)*, Decision 6750 (PECB, 1999). A mere change in job titles is not necessarily a material change in working conditions that would qualify under chapter 391-35 WAC to alter the composition of a bargaining unit through the unit clarification process. *See University of Washington*, Decision 10496-A.

An employer's unit clarification petition to consolidate two existing bargaining units seeks to do so without a vote of the employees and without the agreement of the existing exclusive bargaining representative.<sup>5</sup> To be successful, the resulting consolidated bargaining unit must be the only appropriate bargaining unit. Similar to an accretion, an employer's petition to consolidate two existing bargaining units must fail if the two bargaining units remain appropriate and can stand on their own. *Id. See City of Auburn*, Decision 4880-A (PECB, 1995).

#### Application of Standard

The employer cannot show a meaningful change in circumstances that alters or disrupts the community of interest of the WSNA UWMC – Northwest bargaining unit in such a manner as to render it inappropriate. The employer's petition is dismissed.

The employer asserts that the January 1, 2020, integration of Northwest Hospital into UWMC, wherein Northwest Hospital became UWMC – Northwest, is the change in circumstances justifying the unit clarification. In response, the union argues that the petition was not filed within a reasonable amount of time following this transition. The employer reasonably relies upon the

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<sup>5</sup> In contrast, RCW 41.80.070(3) allows an employee organization that is the exclusive bargaining representative for two or more bargaining units within an employer to petition this agency to consolidate the units. This agency may then consolidate the units if it deems consolidation appropriate. RCW 41.80.070(3).

impact of the COVID-19 pandemic on UW Medicine and UWMC to justify the delay in filing the unit clarification petition. Nonetheless, it cannot show a meaningful change in circumstances that altered the community of interest of the bargaining units in such a way that clarification of the units is required.

From the outset of its decision to integrate the two facilities into one, the employer intended to consolidate the two nurses bargaining units. Kristi Aravena, the UW Director of Labor Relations, testified that the employer always intended to move forward with consolidation “after we understood the operational needs and could better articulate that.”

The employer testified that it also did not move forward sooner because it wanted to make the employees who were transitioning to UWMC feel comfortable as UW employees and avoid a mass exodus of employees. The employer entered into an agreement in March 2019 with WSNA that the two nurses bargaining units would remain separate “at least until June 30, 2021.” So the employer always had the intention to consolidate the bargaining units but could not articulate any reasons until after assessing what, if any, operational issues would arise from the integration necessitating clarification of the bargaining units.

The employer argues that all the nurses at UWMC, irrespective of campus, share a community of interest. That is likely the case. All UWMC nurses at UWMC – Montlake, UWMC – Northwest, and Harborview have the same basic job description. This job description has existed since integration. Specific skills, competencies, maps, and orientations—which are not necessarily provided in any particular document or written standard— are then defined according to the employee’s department or specialty. The employer applies general workplace policies, general onboarding, and ongoing training opportunities to all its nurses.

In its closing brief, the employer asserts that the consolidation of the two bargaining units “merely recognizes that, fundamentally, UWMC nurses share a community of interest . . .” However, whether those employees share a community of interest or even whether there is a more appropriate unit configuration is not the question. The employer must show that the communities of interest that supported the original bargaining unit configurations have been altered or disrupted and that, as a result, the bargaining units are no longer appropriate. *South Sound 911*, Decision 13736. The

evidence offered by the employer does not demonstrate an alteration of the communities of interest that requires clarification of the bargaining units. At best, it shows that the nurses in both bargaining units may share a community of interest but not the only community of interest.

When considering petitions to sever or alter all or part of a bargaining unit, work jurisdiction issues normally drive the conclusion that the unit(s) cannot stand in their present state. *See, e.g., Kennewick School District*, Decision 13470 (PECB, 2022); *Washington State Department of Social and Health Services*, Decision 13175 (PSRA, 2020). The employer does not point to any work jurisdiction issues that mandate consolidation of the bargaining units. The two locations have some similarities and some differences in care. Both UWMC – Montlake and UWMC – Northwest have acute care units, ICUs, ambulatory clinics, and labor and delivery units. The employer organizes the work to pool clinical services and not duplicate the work at the two campuses. Some physicians and technical staff move between campuses as needed. The employer testified that the transfer of patients between campuses is based on the acuity of the patient’s needs and which campus offers that level of care. The seamless transfer of patients does not support a conclusion of work jurisdiction issues.

The employer argues that any differences between the bargaining units is a “relic” of a past era when UWMC – Northwest was Northwest Hospital. It argues that any such differences no longer support maintaining the two bargaining units. Finally, the employer asserts that maintenance of the two units has resulted in widespread, detrimental impacts to the hospital and patient care, specifically pointing to coverage issues with labor and delivery, infusion clinics, and urology.

If a patient goes to the labor and delivery unit of one hospital then, based on their needs or the patient-to-staff ratio, they may be transferred to the other campus. In one instance, in the fall and winter of 2022, there was a flood in the mother/baby unit at UWMC – Montlake, and the employer had to close nine beds of its 18-bed unit for approximately four months. The employer shifted those services to UWMC – Northwest. The employer asked for volunteers, under the provisions of the float MOU, to move to UWMC – Northwest, and the positions were adequately filled. While initially there was a handful of administrative issues, those issues were resolved.

Infusion clinics exist across both UWMC – Northwest and UWMC – Montlake. The clinics are divided based on their connections to the two campuses prior to January 2020, and the employer has maintained the same geographic lines for the clinics. The nurses act as the main caregivers of infusion patients, as they check orders and administer the infusions. If nobody is willing to cover shift vacancies, nurses in the unit work to fill that need.

Both UWMC – Northwest and UWMC – Montlake ambulatory divisions provide urology services, with the exception of urodynamics, which is only offered at UWMC – Northwest. At times the employer encounters staffing issues. Over the summer, the McMurray Urology Clinic at UWMC – Northwest was critically short-staffed due to turnover and difficulties with recruiting. The employer needed support from nurses at UWMC – Montlake. At times the employer struggled with communicating float opportunities, but it used the provisions of the float MOU to fill vacancies. Due to the number of vacancies, the employer also hired an agency nurse (travel agency nurse) to stabilize the workforce, which it had to do anyway, while it recruited permanent nurses.

The employer paints with a broad brush. Certainly, impacts to the hospital's ability to provide patient care may impact the feasibility of the separate bargaining units. However, in making these arguments the employer glosses over several points.

Regardless of the integration of the two hospitals into one facility with two campuses—with an immutable 5.5-mile distance between them—there are some differences in the care at each campus. These differences largely stem from the pooling of certain clinical and specialized care resources at one campus. This type of pooling of resources is common with hospitals that have two locations or campuses. Patients are transferred from one location to another based upon the patient's needs and the care provided by the location.

The bulk of the concerns raised by the employer boils down to ensuring sufficient nursing coverage for each campus. It is unclear whether the events relied upon by the employer are frequent and recurring. The employer argues that consolidation is necessary so it can ensure coverage across both campuses. Yet, the parties have negotiated procedures to solicit volunteers to work at the other campus when there are shortages. The employer has not always sought to utilize those

procedures, such as float pools, or has not sought to negotiate processes to address other concerns. There is no evidence that the parties have not been able to bargain solutions to issues.

This last point highlights the ultimate failing of the employer's petition. Regardless of whether there is one bargaining unit for both campuses, those conditions would still need to be bargained.

The employer's desire to consolidate bargaining units because it would be more convenient, makes more sense, would be more efficient, or more accurately reflect the transition of the two facilities into one does not render the current bargaining units inappropriate.

### CONCLUSION

The employer fails to show a meaningful change in circumstances that alters or disrupts the communities of interest for the two nurses bargaining units at UWMC. Both of those bargaining units remain appropriate, and the unit clarification is dismissed.

### FINDINGS OF FACT

1. The University of Washington (employer) is a public employer within the meaning of RCW 41.80.005(8).
2. Washington State Nurses Association (WSNA) is a bargaining representative within the meaning of RCW 41.80.005(7).
3. WSNA represents a bargaining unit described as full-time, regular part-time, and per diem registered nurses at the University of Washington Medical Center – Montlake. *University of Washington*, Decision 12810.
4. WSNA also represents a bargaining unit described as, “All full-time, part-time, and reserve nurses employed as registered nurses by the University of Washington Medical Center – Northwest, including such nurses in its neighborhood clinics; excluding supervisory and administrative/management positions and all other employees.” *University of Washington*, Decision 13273.

5. In February 2018, the University of Washington Board of Regents, the Northwest Hospital Board of Trustees, and UW Medicine approved and publicly announced the plan to integrate Northwest Hospital into UWMC, effective January 1, 2020. The integration agreement implementing these plans also specified January 1, 2020, as the effective date of the dissolution of Northwest Hospital and as the date that all Northwest Hospital employees would become employees of UWMC.
6. The employer successfully integrated the upper-level management structure, with one Chief Executive Officer for both locations, but it maintained separate on-site nursing executives for each campus. Cindy Hecker was appointed Chief Executive Officer of both UWMC – Montlake and UWMC – Northwest in 2019. Hecker was brought on to finalize the integration and create one executive team for the two campuses. The change in the executive team occurred in advance in 2019 and was fully effective by January 1, 2020, when the integration occurred.
7. Each campus has its own on-site nurse executive. Christin Gordanier is the Associate Chief Nursing Officer for the Northwest campus. Gordanier has direct supervision over the following units: general surgery, medical telemetry, the intensive care unit (ICU), short stay surgery, medical-surgical extended care, the resource team, the stat team, the vascular access team, behavioral health, and the adult psychiatric unit. All departments that Gordanier supervises are located at UWMC – Northwest. Nurses at the UWMC – Northwest campus report to their manager. The managers then report to the Assistant Administrators at the UWMC – Northwest campus. Those Assistant Administrators report directly to Gordanier.
8. WSNA and the employer successfully negotiated separate collective bargaining agreements for UWMC – Montlake and UWMC – Northwest. There are differences between the two agreements. UWMC – Northwest nurses are hourly employees and overtime eligible, while UWMC – Montlake nurses are salary-based employees and overtime exempt. The nurses at UWMC – Northwest utilize low census—a process of sending nurses home or removing them from the work schedule for a particular shift because of a low-patient census. UWMC – Montlake nurses do not utilize low census.

There are also nuances related to layoffs, but many other articles in the two collective bargaining agreements are aligned.

9. The parties also negotiated several memoranda of understanding (MOU), both during the pandemic and after. The employer agreed to voluntary floating across campuses through an MOU. Floating is when a nurse is working in a unit, department, or building that is outside of the nurse's regular work assignment. The MOUs have also addressed healthcare workforce mobilization; the retention incentive program; intermittent, nonpermanent, and represented temporary employees; emergency department mandatory standby; and donning and doffing in the operating room at UWMC – Montlake. The employer agrees that the parties have been able to negotiate MOUs and that having two bargaining units has not prevented reaching agreements.
10. All nurses at UWMC – Montlake, UWMC – Northwest, and Harborview have the same basic job description, but they work in various departments with different specialties. This shared job description has existed since integration.
11. The two locations have some similarities and some differences in care. Both UWMC – Montlake and UWMC – Northwest have acute care units, ICUs (one at UWMC – Northwest and four at UWMC – Montlake), and ambulatory clinics (outpatient clinic settings). There is a childbirth center at UWMC – Northwest and labor and delivery at UWMC – Montlake. Both campuses have emergency departments. The employer organizes the work to pool clinical services and not duplicate the work at the two campuses. UWMC – Montlake is focused on high-end quaternary care. If a patient comes into UWMC – Northwest and needs higher-end services, the patient is transferred to UWMC – Montlake. Some physicians and technical staff move between campuses as needed. The transfer of patients between campuses is based on the acuity of the patient's needs and which campus offers that level of care.
12. The childbirth center at UWMC – Northwest is a single unit which cares for both laboring patients and postpartum patients. At UWMC – Montlake labor and delivery, antepartum, and mother/baby are separate units. Both campuses have a neonatal intensive care unit (NICU). The NICU at UWMC – Northwest is a level 2 NICU, which does not care for



infants under 32 weeks gestation, infants who are required to ventilate for long periods of time, or infants who need special therapies. The NICU at UWMC – Montlake is a level 4 NICU which can provide a higher level of care that UWMC – Northwest cannot. If a patient arrives at UWMC – Northwest and needs the level 4 NICU, the patient is transferred to UWMC – Montlake.

13. The laboring patient population is largely unpredictable. There are times when one location has higher numbers of laboring patients than the other. The employer can use the voluntary float MOU to move nurses between UWMC – Northwest and UWMC – Montlake. The employer may also provide care based on the staff available; this can include delaying induction, delaying scheduled procedures, or seeing if there are patients that can be discharged to free up nurses. In the fall and winter of 2022, there was a flood in the mother/baby unit at UWMC – Montlake, and the employer had to close nine beds of its 18-bed unit for approximately four months. The employer could not bring in patients that were scheduled to deliver at UWMC – Montlake, so those deliveries were shifted to UWMC – Northwest. The employer asked for volunteers, in accordance with the float MOU, to move to UWMC – Northwest, and the positions were adequately filled. There were some parking, payroll, and security badging burdens in the process, and they were resolved.
14. Both UWMC – Northwest and UWMC – Montlake ambulatory divisions have urology, general surgery, breast surgery, and otolaryngology. For urology, all services or procedures are offered at both UWMC – Northwest and UWMC – Montlake, with the exception of urodynamics, which is only offered at UWMC – Northwest. At times the employer encounters staffing issues. Over the summer the McMurray Urology Clinic, a UWMC – Northwest clinic, was critically short-staffed due to turnover and difficulties with recruiting. The employer needed support from nurses at UWMC – Montlake. At times the employer struggled with communicating these float opportunities but used the provisions of the float MOU to fill vacancies. Due to the number of vacancies, the employer also hired an agency nurse (travel agency nurse) to stabilize the workforce, which it had to do regardless of the unit configuration, while it recruited permanent nurses.

15. Infusion clinics exist across both UWMC – Northwest and UWMC – Montlake. The clinics are divided based on their connections to the two campuses prior to January 2020, so if a clinic had been connected to UWMC – Northwest, it stayed connected to UWMC – Northwest, and the same is true of UWMC – Montlake. The employer has maintained the same geographic lines for the clinics. The nurses act as the main caregivers of infusion patients, as they check orders and administer the infusions. If nobody is willing to cover an open shift, the nurses in the unit work to fill that need.
16. In December 2020, the WSNA UWMC – Northwest bargaining unit was modified to add nurses from the UW Neighborhood Clinics as the clinics and the nurses in the clinics became part of UWMC – Northwest. *University of Washington*, Decision 13273. In that proceeding, neither the employer nor the union asserted that the existing bargaining unit of nurses at UWMC – Northwest was inappropriate.
17. By February 28, 2020, the employer had its first patients with COVID-19. The employer’s priority became managing the pandemic.
18. In 2021, the employer and the union had conversations regarding jointly filing a unit clarification petition to merge the two bargaining units. The union did not agree to file the petition, and the employer did not have the capacity to file the petition at that point, so a petition was not filed.
19. The executive leadership team met three times a day to manage the changes in information, develop new policies, and determine how to safely care for patients. At one point the employer stopped all elective surgeries and only focused on emergencies. The employer was in a “command structure,” a “disaster structure,” until the middle of 2021. Around the end of 2022 and the beginning of 2023, the employer began returning to normalcy. Around April 2022, the employer decided the only way forward was to file a unit clarification petition. The employer reached out to the union prior to filing the petition. The union continued to disagree with the merger.
20. On April 8, 2022, the University of Washington (employer) filed a unit clarification petition seeking to consolidate the bargaining units described in findings of fact 3 and 4.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter under chapter 41.80 RCW and chapter 391-35 WAC.
2. Based upon findings of fact 3 and 5 through 19, the bargaining unit described in finding of fact 3 continues to be an appropriate bargaining unit under RCW 41.80.070.
3. Based upon findings of fact 4 through 19, the bargaining unit described in finding of fact 4 continues to be an appropriate bargaining unit under RCW 41.80.070.

ORDER

Based upon conclusions of law 2 through 3, the unit clarification petition filed by the University of Washington in the above entitled is DISMISSED.

ISSUED at Olympia, Washington, this 17th day of May, 2024.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



MICHAEL P. SELLARS, Executive Director

This order will be the final order of the agency unless a notice of appeal is filed with the Commission under WAC 391-35-210.