

ST. MICHAEL MEDICAL CENTER RN UNIT

STRIKE AUTHORIZATION VOTE

JUNE 9, 2022 – VOTE DOCUMENT

OUR BARGAINING TEAM IS UNANIMOUSLY RECOMMENDING:

A **YES** VOTE FOR STRIKE AUTHORIZATION DUE TO THE EMPLOYER'S UNFAIR LABOR PRACTICES

The employer has repeatedly violated nurses' rights to concerted protected activity in an attempt to intimidate nurses from participating in union activity. UFCW Local 3000 has filed unfair labor practice charges against St. Michael Medical Center for illegally:

1. Threatening discipline against nurses who wore "Hello Humankindness Staffing Crisis" stickers during our April 7 sticker action,
2. Demanding that nurses cease distribution of strike pledge cards to other nurses at the employee skybridge entrance on April 19,
3. Threatening to trespass and/or discipline nurses who were passing out pro-union literature to patients and visitors during our May 26 informational picket.

Management knows that nurses have a right to participate in these actions but willfully continues their behavior as a tactic to hinder the bargaining process. Voting to authorize a strike will send a strong message to management that nurses stand in solidarity against management's attempts to illegally interfere with the bargaining process.

AND A **NO** VOTE AGAINST THE EMPLOYER'S CONTRACT OFFER

The most recent offer from the employer was inadequate, failing to seriously address the chronic staffing issues at St. Michael Medical Center.

• WAGES:

YEAR ONE	YEAR TWO	YEAR THREE
12.50%	<b>2.50%</b>	4.00%

While the employer's offer would compete with St. Joseph Medical Center at contract ratification, their proposal would have our wages fall behind again when those nurses get another 4.00% increase this November. We would then fall further behind next year with **only a 2.50% wage increase!**

- SAFE STAFFING: The employer has rejected our safe staffing proposal that would implement minimum staffing ratios on every unit with a penalty paid to nurses when management fails to adhere to the requirements. Management has made clear that they're not interested in any staffing proposal that will hold them accountable, instead making proposals that offer more "talk" but no "action."

We are also far apart on other issues such as how charge nurse is assigned, wage differentials (shift differential, charge nurse pay, standby, etc.), nurses being assigned EVS work, incentive pay, and much more. Vote NO to tell management that they can do better!

**All proposed changes to the labor agreement are (any item not mentioned shall remain unchanged):**

- Change all references of Harrison Medical Center to St. Michael Medical Center, and UFCW Local 21 to UFCW Local 3000.

**Article 2 – Membership**

- Article 2.3 (Notification and Distribution of Contract): The employer agrees to provide an introductory letter from the union to all new hires.
- Article 2.5 (Employee Rosters): Cleaned up language by removing the requirement that the employer inform the union of each employee’s campus, which is no longer necessary since the Silverdale move.

**Article 3 - Union Representation**

- Article 3.2 (Steward): If a nurse steward is not available then a service or technical steward will be permitted to attend an investigatory meeting instead.
- Article 3.3 (Bulletin Boards): The employer will supply union bulletin boards at least 24” by 36” in size. This fixes a problem where some units have very small union boards that are difficult to use.
- Article 3.4 (New Hire Orientation): If the orientation at St. Michael Medical Center is expected to end early then human resources will notify the Union so that the Rep can arrive early to introduce new hires to the Union.

**Article 4 – Definitions**

- Article 4.3 (Charge/Resource Nurse): If a nurse does not feel qualified to assume a Charge Nurse shift assignment, they should discuss their concerns with their direct supervisor. The direct supervisor will consider the nurse's concern and will make an alternative assignment, provided that doing so does not adversely impact patient safety. This may include management assuming charge nurse duties.

✘ *We have fought hard for improved charge nurse language and getting the employer to agree to this was a challenge, however, it still doesn't address all our concerns. We also have concerns that this language provides the employer with too many loopholes that would weaken our ability to enforce.*

- Article 4.6 (Per Diem Nurse): In 2020, the per diem differential was reduced to 12%, but we were successful in convincing the employer that the change was a mistake. Therefore, the per diem differential will return to 15%!
- Article 4.10 (Preceptor): We completely rewrote the preceptor language to be much clearer on when a nurse will qualify for the preceptor premium. Clear examples of work that qualifies as precepting will now be listed in the contract.

### **Article 5 - Employment Practices**

- Article 5.3 (Notice of Resignation): Employees must currently give 21 days' notice of resignation, but we've won language that if a new employer requires the employee, in writing, to report for work in fourteen (14) days, the employee will not lose his/her paid time off. In exchange, the employer added that employees are encouraged (***not required***) to give 28 days' notice.
- Article 5.11 (Low Census): We've modified the low census order to ensure that travelers, up to their contractual maximum, will be low censused before staff nurses. Once the traveler has reached their maximum, then they will still be added to the rotation with staff nurses.

✘ *Our Bargaining Team has proposed changes to low census standby, trying to reduce the practice of nurses being placed on low census standby for only a partial shift. We want nurses to have the choice to be placed on standby for their entire shift, get fully CEDO'ed, or still utilize the current practice if they want. The employer has refused to work with us on this issue, rejecting the proposal for months without providing a single counter proposal to address the issue.*

### **Article 6 – Staffing** [NEW ARTICLE, subsequent articles will be renumbered in the final contract]

- Article 6.2 (Staffing): All official changes to the staffing matrix in any unit shall be considered and voted upon by the Staffing Committee before they are submitted to the Hospital President and implemented in accordance with RCW 70.41.410(6).

✘ We have proposed to implement safe staffing ratios on every unit with a penalty paid to nurses when staffed outside of the contractual requirements. Staffing ratios with built-in accountability will force the employer to work harder to resolve our current staffing crisis, making St. Michael Medical Center a safer place for nurses and patients.

✘ Management has made counter proposals that would open opportunities to “talk” about solutions to the crisis but have made clear that they are not interested in language that would hold them accountable for a failure to take “action.” We've honestly lost faith in the employer's promises and think the time for action is **NOW!**

### **Article 6 - Seniority**

- Article 6.6 (Job Openings): Modified the language to remove the 6-month ban on applying for a new position (after accepting a new position) if the position is in the same department.

✘ Article 6.7 (Reversion Rights): Employer wants to remove this language entirely, which would mean that if you accept a non-union position and then decide to come back, then you will lose all your seniority.

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

- Article 7.9 (Posting): Work schedules will be posted in six week intervals at least 14 days, but no more than 30 days, in advance.

### Article 8 – Compensation

- Wages: 12.50% effective 2 pay periods post ratification / 2.50% the 1st full pay period following May 1, 2023 / 4.00% the 1st full pay period following May 1, 2024.

- ✘ The employer sent nurses a bargaining update that promises an “average 25.15% increase.” Using creative math, they are trying to incorporate annual step increases that most nurses are already scheduled to receive as they move up the wage scale. **The bottom line is that their proposal would have our wages fall behind St. Joseph Medical Center again when they get another 4.00% increase this November.**
- ✘ We know that several Seattle hospitals such as Swedish Medical Center will be re-negotiating their union contracts next year. The employer’s 2.50% raise in 2023 would make it highly likely that our wages will be eclipsed.

- Ratification Bonus: \$1000 pro-rated by FTE. A 0.9 FTE will be considered a 1.0 for purposes of this bonus, while a per diem nurse is considered a 0.2 FTE.
- Article 8.4 (Recognition for Past Experience – New Hires): LPNs who accept an RN position will get 1 year of service credit for each 2 years of LPN experience for purposes of wage scale placement.

### Article 9 – Premium Pay

- Article 9.1 (Shift Differential): Night shift differential increased to \$4.75/hr
- Article 9.2 (Standby Pay): Excessive standby (standby over 60 hours in a pay period), will be \$1.25 more than the standard standby rate.

- ✘ MultiCare just increased their excessive standby to \$1.50 more per hour not just for UFCW 3000 nurses, but also our service and technical workers. The employer has also rejected our proposal to lower the excessive standby threshold to 50 hours, which has been a trend at Seattle hospitals. Management can do better!

- Article 9.3 (Callback Pay): Any nurse called back to work from standby status on a designated holiday shall be compensated at the rate of double time (2x) the regular rate of pay for hours worked on the holiday. If a nurse on standby is called and asked a question about patient care, then they shall receive full pay plus standby for a minimum of 15 minutes.
- Article 9.6 (Charge/Resource Nurse Pay): Increased to \$2.75/hr at ratification, \$3.00/hr mid-2023, then finally \$3.25 in mid-2024.

- ✘ Other nurse contracts have won \$3.25/hr charge nurse pay **TODAY**, why should we have to wait until 2024 to have a market competitive charge nurse premium?

- Article 9.10 (B.S.N./M.S.N. Differential): New \$1.00/hr premium for nurses who have a Bachelor of Science or Master of Science Degree in nursing or equivalent advanced degree in nursing (including PhD in nursing or DNP).
- Article 9.11 (Float Pool Premium): New \$5.00/hr premium paid to nurses assigned to the float pool.

- ✘ Your Bargaining Team wants to ensure that a new float premium is fairly applied, proposing that nurses not assigned to the float pool, but volunteer to float, will also receive the \$5.00/hr premium. The employer has rejected our proposal.

#### **Article 10 – Paid Time Off Program**

- Article 10.3 (PTO for Vacation Use): The employer agrees not to unreasonably deny PTO requests.
- Article 10.4 (Work On Holidays): Nurses who work on a holiday shall be paid one and one-half times their regular rate of pay for *all hours worked on the holiday* with the holiday beginning at 11:00 p.m. the evening before and ending at 11:00 p.m. the evening of the holiday (beginning 3:00PM on Christmas Eve and New Year’s Eve). This amends the current practice of nurses only being paid the holiday if the majority of their shift is schedule on the holiday.
- Article 10.4.1 (Holiday Rotation): Management will make reasonable effort to ensure that no nurse is required to work the same holiday two consecutive years.

#### **Article 12 – Leave of Absence**

- Article 13.3 (Bereavement Leave): Bereavement time off with pay can now be split but must be utilized in no more than two increments within ninety (90) days of death.

#### **Article 14 - Committees**

- Article 14.3 (Safety Committee): Added that the Employer shall conduct the safety committee in accordance with WAC 296-800-13020.
- Article 14.4 (Staffing Committee): The Union now has the authority to determine which nurses will be assigned to the nurse staffing committee!
- Article 14.5 (General Understandings for Committees): The President of the medical center has agreed to attend the staffing and safety committee at least once a month, The employer also agreed not to cancel committee meetings unless the co-chairs agree.

#### **Article 15 (Safety)** *[NEW ARTICLE, subsequent articles will be renumbered in the final contract]*

- Article 15.1 (Safety): Added new language that discusses how the medical center will maintain a safe and healthful workplace. This includes assurances that personal protective equipment will be readily available for nurses.
- Article 15.2 (Health Tests): The Hospital shall arrange opportunities for required work related health screenings and immunizations, to be provided at no cost to the nurse.
- Article 15.3 (Public Health Emergency): The employer agrees to meet with the Union in the event of an emergency to discuss safety measures, will provide free testing when there in an outbreak (not just COVID), will allow nurses to have a say in the medical center’s Infection Control Plan, and provides a process to resolve quarantine pay issues.

#### **Other Changes**

- Addendum F (Unit Groupings): Removed references to the Bremerton and Silverdale campuses.
- New MOU: Employer agrees to offer a training on how to conduct effective meetings to all committee co-chairs.
- Renewed the MOU that promises that any future business transaction (such as a merger or sale of the business) will not impact UFCW 3000 members contractual rights.
- Three-year Contract – Expires April 30, 2025

While we have been able to win some historic improvements, the overall package does not do enough to address our chronic staffing crisis. For that reason, our Bargaining Team is recommending a **NO** vote on the employer's offer.

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A full version of the legal document reflecting contract language changes is available at this meeting upon request.