

TAs but **HEALTH & SAFETY** still a concern

This week, we reached a number of tentative agreements (TAs) on non-economic issues. However, critical issues such as Health & Safety, safe and secure work environment, and protecting our contract in the event of a sale, merger or affiliation remain unresolved by the hospital. The hospital also withdrew its proposal for the Versus tracking system and flu mask, but in a highly unusual manner backed out of previously agreed upon language requiring the hospital to support and encourage employees who are victims of assaults to file police reports.

TAs include transparency, access

Article 3 - Union Responsibilities: The hospital agreed that union business was a matter between the union and its members and agreed to leave it as such.

Article 6 - Payroll Deduction for Union Dues - The employer agreed that they will continue to deduct union dues.

Article 7 - New Hire Orientation - The union will continue to greet new members as they come through orientation.

Article 9 - Hiring Practices - The employer agrees that it will not enter into any individual written agreements with union members unless approved in writing by the union.

Article 12 - Seniority, Layoff, Recall & Hours Reduction - We were able to **win** language that requires the employer to communicate with the union and with membership when a unit is going to be reduced or closed.

Article 17 - Substance Abuse - The employer agreed to withdraw their proposed changes to the article and agreed to stay with the current contract language.

Article 18 - Grievance Procedure - The union **won** language to help ensure timely scheduling of the arbitration process.

Article 22 - Performance Appraisal - The union was able to **win** language to ensure that the performance appraisal process is more transparent.

Article 28 - Pay Practices - After a long fight with the employer to reestablish PTO on the paychecks, your voices were heard and this practice will be restarted. In order for this to happen, the employer insisted that the payday be moved to Friday. In response, we negotiated payday advances for any one affected by this move.

Article 37 - Vacation - Salaried Employees - The parties agreed to editorial changes of the article.

Article 43 - Break Periods/ Employment Conditions - The employer had agreed to allow long distance calls for non-urgent matters.

Per Diem **UPDATE**

Article 10: As a result of your continued support and participation, the union was able to pressure the employer into withdrawing their proposal requiring a position be posted in order to drop to per diem status and solidified the process for becoming per diem. The parties are close to an agreement in regards to per diem scheduling minimums of 1 regular shift every 90 days and 12 regular shifts per year.

MOU **UPDATE**

Memorandums of Understanding (work done between contract negotiations) are being reviewed for incorporation into the contract.

Continuing Issues

Article 19: EVS and Other Duties

After a friendly challenge to the management bargaining team by our Bargaining Action Team (BATs) Monday to reconsider their proposal in Article 19 which failed to address additional EVS and other duties being assigned to employees the Hospital refused to change any part of their prior proposal. Next week the management team will either have to accept the BATs' challenge and perform these extra work duties themselves, or admit that they are unable to accomplish the same extra tasks that they are asking of us.

Article 26: Health & Safety

- * The employer agreed to withdraw their punitive, non-evidence based proposal requiring that those not vaccinated wear a mask throughout flu season. The union will continue to advocate for the health and safety of its patients, members and community.
- * The employer fully withdrew its proposal asking members to wear the Versus Real-time Tracking Badge. Real-time tracking of our members would be an egregious violation of our privacy. The withdrawal of this proposal is a decisive victory for our rights.
- * The employer continued to refuse language that would require an adequate and timely response by security to our members in the event of an emergency. Patients and members in an urgent situation deserve to know that help is on the way.
- * The employer also continued to refuse to secure patient floors and member work areas. We are committed to having a safe and secure environment for our patients and members.
- * At the end of bargaining on Thursday, the Hospital backed out of previously agreed upon language proposed by PECSH asking it to encourage nurses who had been threatened or assaulted to file a police report. PECSH had proposed the language due to the high number of assaults and threats reported by members in their bargaining surveys and the many comments and concerns that the Hospital was not adequately supporting employees. The Hospital had agreed to the language and then abruptly changed its position yesterday. That is highly unusual at a bargaining table and creates a concern that the Hospital is not committed to supporting its staff or working towards a new contract.

Article 67: Successor Clause

The employer once again rejected the union's proposal for language to protect our collective bargaining agreement in the event of a sale, merger or affiliation. The hospital continues to state it will remain "stubbornly independent." Their continuing refusal of this language begs the question - "Why?"

Continuing Work

Article 5: Non-Discrimination; Article 8: Union Communication; Article 11: Vacancies & Transfers; Article 15: Discipline; Article 19: Unit Work; Article 62: Staffing; Article 63: Mutual Gains. The Hospital has indicated that it may bring forth its economic proposals next week, but as we've previously indicated we will not allow the hospital to use economic proposals to distract from addressing unresolved non-economic proposals including health and safety.

Want more information or looking for ways to help? Join your negotiating team for a PECSH OPEN FORUM on Wednesday, October 11th from 1730-2030, SPB Conference Room C.

Questions? Contact the **PECSH/MNA** office at 517-364-5111.