

**YOUR BARGAINING TEAM RECOMMENDS A “YES” VOTE**

**WSNA/EVERGREENHEALTH RN CONTRACT  
GENERAL VOTE SUMMARY  
June 20, 2019**

**TERM:** Contract will expire on October 31, 2021.

**WAGES:** June 30, 2019: 3%  
January 1, 2020: 4%  
November 1, 2020: 3%

**New Step 30.** A new Step 30 will be added at 2% above step 28 (effective November 1, 2020).

**Ratification Payment.** Nurses who are employed on the date of ratification will receive a payment equal to 3% of his or her total compensation (subject to required withholding) for the time period between January 1, 2019, and June 29, 2019.

Wage increases are effective at the beginning of the first full payroll period on or after the date designated for the increase.

**PREMIUMS:**

**Adjunct Clinical Instructor.** New language stating that these instructors will receive preceptor pay.

**Degree Premium.** Nurses who have a BA in nursing but do not have a BSN are now eligible to receive the degree premium. Nurses who have a MA in nursing but do not have a MSN are now eligible to receive the degree premium.

**STAFFING:**

Your fellow nurses on your WSNA bargaining spent countless hours stressing to Management that we would not settle the contract until we secured meaningful staffing language. The long, difficult struggle was worth it as we secured language that requires the Employer, for the first time, to maintain staffing levels that take into consideration the acuity of patients and that ensure safe patient care and the safety of our fellow nurses.

Also, we secured a more meaningful voice in staffing decisions and a more effective mechanism for addressing and resolving staffing complaints. Monthly staffing committee meetings are now required. The WSNA staff representative will attend the meetings. Management will now be REQUIRED to meet with nurses on the staffing committee to consider all staffing complaints and endeavor to resolve the underlying staffing issues that gave rise to the complaints. If there is a pattern of unresolved complaints, the Employer can be fined by the Department of Health.

This is GREAT language, and we intend to use it!

## **WORKPLACE ISSUES:**

**Association Membership and New Employee Orientation.** The WSNA membership language will be updated to comply with new federal law. New hires will receive up to 30 minutes of paid time to meet with a WSNA representative to discuss the Association. New language requiring the Employer to remain neutral regarding union membership.

**Requests for Nurse's Personal Information.** New language requiring the Employer to notify WSNA if it receives a request for nurses' personal information. This will give WSNA the chance to protect such information from unlawful disclosure.

**Personnel Files.** New language allowing probationary employees to access their personnel files.

**Job Postings.** New language clarifying that an internal applicant will be awarded the applied-for position within 3 business days of the closing of the posting period, provided there is a qualified internal applicant.

**Discipline and Discharge.** New language giving employees the right to request an WSNA representative during investigatory meetings, not just disciplinary meetings.

**Meal and Rest Periods.** Meal periods and rest periods may now be combined with mutual agreement between the Employer and the nurse. New language stating that nurses are strongly encouraged to take meal periods. The Employer will provide a mechanism for recording missed meal periods and rest breaks within a pay period in its time and attendance system. Nurses must record and attest to any missed meal periods or rest breaks in the Employer's time and attendance system within the pay period in which the rest or meal period is missed.

**Low Census.** New language clarifying the order of low census as follows: volunteers, agency nurses, then per diem nurses, then nurses working an extra shift on a non-premium basis, then an equitable rotation of low census among all nurses working their regular scheduled shift. New language clarifying that the cap on low census hours refers to *mandatory* low census.

**Personal Holiday.** The personal holiday will be awarded, and must be taken, on a payroll year basis, rather than the current calendar year basis.

**Vacation Scheduling.** New language clarifying that nurses requesting a full *work* week off (Sunday through Saturday) during prime time will receive priority over nurses requesting individual days off. To make the process more equitable, nurses will not be permitted to request vacation more than one year in advance.

**Sick Leave.** New language stating that the Employer will follow the requirements of the new paid state sick leave law.

**Workplace Violence.** New language requiring that at least three nurses be on the workplace violence committee. The committee shall evaluate reported instances of violence and will make

recommendations for changes designed to improve safety including a recommendation on the frequency and content of training on a unit by unit basis to be provided to nurses on pay time and at no cost. The workplace violence training requirements for all units will be developed and implemented within 90 days of the ratification of the collective bargaining agreement.

**Home Care Services.** Currently, only part-time nurses who worked beyond their workday could request a reduction of a future shift or be paid overtime if such a request was not granted. Under the new contract, full-time nurses will have the same option.

### **SOME OF THE THINGS THAT MANAGEMENT PROPOSED AND THAT YOUR WSNA TEAM FOUGHT OFF:**

**DENIAL OF WSNA ACCESS TO PREMISES.** Management proposed to place additional limitations on WSNA representatives' ability to access the Employer's premises. **WE SUCCESSFULLY FOUGHT OFF THIS PROPOSAL.**

**EXTENDED PROBATIONARY PERIODS.** Management proposed to extend the probationary period for many nurses. Because probationary nurses do not have the just cause and progressive discipline protections of the contract, this proposal meant that many nurses would have had to wait longer until they had full protection of the contract against unjust discipline or discharge. **WE SUCCESSFULLY FOUGHT OFF THIS PROPOSAL.**

**DISCIPLINE.** Management proposed language that would have given it far greater discretion as to what level of discipline it could impose on nurses for alleged misconduct. **WE SUCCESSFULLY FOUGHT OFF THIS PROPOSAL.**

**DRESS CODE.** Management proposed to force nurses to wear blue scrubs. Nurses would have been responsible for the costs of new scrubs. **WE SUCCESSFULLY FOUGHT OFF THIS PROPOSAL.**

**6-HOUR SHIFTS.** Management proposed that 6-hour shifts be considered a normal workday. Under this proposal, nurses would have had to work more shifts to receive benefits and to maintain a certain FTE. **WE SUCCESSFULLY FOUGHT OFF THIS PROPOSAL.**

**STANDBY.** Management proposed that nurses who are low censused could be forced to be on standby. Management also proposed to stop paying standby pay when a nurse is called into work. **WE SUCCESSFULLY FOUGHT OFF THESE PROPOSALS.**

**REST BETWEEN SHIFTS.** Management proposed to reduce the penalty it pays to nurses who work with less rest than is required by the contract. **WE SUCCESSFULLY FOUGHT OFF THIS PROPOSAL.**