We Have a Tentative Agreement! Your bargaining team recommends a *YES* vote. Nov. 16, 2023

Congratulations to all of us! We have made remarkable strides in staffing, workplace violence prevention, and wages in this contract. Ratification vote will be on Monday, November 20 in the Lindeman Pavilion floor 1 conference rooms C and D, right next to the Volney Richmond Auditorium, from 0600-0830, 1100-1400, and 1800-2030. Vote count immediately after, and all nurses in good standing are welcome to participate or observe. You must be a member in good standing to vote (meaning, you're a dues-paying member; we'll have membership applications available at ratification for anyone who hasn't had an opportunity to sign up). Bargaining team members, your nurse rep and organizer, and attorney-negotiator will be present to answer questions.

Here is a comprehensive summary of everything substantive that was changed. Full red-lined (marked-up) copies of the changes between the old and newly negotiated contract will be available for review at ratification.

- **Wage Scale** Effective the first full pay period ("FFPP") after ratification (that is, starting Sunday, November 26), the base wage *before BSN/MSN diff* will now be \$43.99 and Step 25 and higher will be at \$82.87 an **18.00% increase over the current ADN Step 25 rate.** These wages were accomplished by increasing the highest current wage rate and then compressing the scale to 25 steps from 30. This has the effect of substantially increasing the wage rates at all steps, even for those over Step 25. As of ratification, Step 25 will be the highest step on the wage scale. For Steps 10 and over, these will be the highest acute care nurse wages in Seattle (including higher than Children's). In September '24, raise of 4%; September '25, raise of 3%. The new wage scale is attached at the end of this Summary.
 - Ratification Bonus. For Steps Base-24, \$1,500 pro-rated (for purposes of this bonus, .9 FTE = 1.0, per diems = .2) for nurses who were employed in the unit as of the expiration of the Contract (8/31/23) and who are employed in the unit at the time of payout (which is no later than the payday for the second full pay period following ratification 12/29/23). For nurses currently on Steps 25 and higher, \$2,000 under the same conditions as above

Premiums and Differentials.

- Standby Pay Effective FFPP after ratification, all standby hours are paid at \$5/hour (up from \$4.25).
- Charge Nurse Pay up to \$3.25 (from \$2.50). Expanded to include, "Mandatory code responders who are not already receiving charge pay, will also receive charge pay for all hours worked."
- o **BSN/MSN Premiums** will no longer be shown on a separate wage scale but will continue to be added to the AND scale. They are now a separate section in the Contract and are also included in Section 4.9 Regular Rate of Pay so that they will continue to factor into a nurse's pay for purposes of overtime, etc. as they always have.

• Adjustments to Nurses' Placement on the Wage Scale

- Currently in the contract, a nurse advances on the wage scale based on the number of hours they work (specifically, a nurse only advances on the wage scale once they have worked the equivalent of a .8 FTE). As of ratification, <u>all</u> nurses will progress on the wage scale **on the anniversary** of their joining the bargaining unit, regardless of the number of hours worked.
- o Eff. 4 full pay periods after ratification, the Hospital will "bump up" by one step all nurses who have not received a step increase in the twelve months prior to that date.

After that, those nurses will next receive a step increase on the anniversary of their joining the bargaining unit.

- **Wage Scale Lookback:** Eff. FFPP after 9/1/24, any nurse .6 or higher who isn't on the proper step of the wage scale will be given credit for each full year that they've worked in the bargaining unit, and be put on the proper step (that is, if you've worked as a bargaining unit nurse for 6 years and a few months as a .6 but you're only on Step 4, you will now be placed on Step 6).
- o **Lookback, part 2:** Eff. FFPP after 1/1/25, <u>all</u> nurses (including per diems) who aren't on the proper step of the wage scale because of hours worked will be placed on the proper step of the wage scale based on full years worked in the bargaining unit.
- **Staffing.** The Hospital commits to adhering to the state-submitted staffing plan (meaning, it's grievable if they don't). The Hospital agrees that charge nurses should not have patient assignments, barring exigent circumstances; charge nurses taking patients will not "be the norm" (so, if charges find themselves normally taking patients, we can grieve it).

Break Nurses

- Eff. 7/1/24, the break buddy system will not be the primary method of providing break relief and will only be used as a last resource. Management will create a system for nurses to input when they are relieved by a break buddy, and will provide this info, broken down by unit, to the Union quarterly, starting 10/24.
- Unit management with input by the bargaining unit staffing committee representative will create a meal and break process for their unit.
- Break relief nurses shall have similar skills, scope, and competencies and shall not have a
 patient assignment.
- o Plan(s) shall be submitted to the hospital staffing committee no later than May 15, 2024 and shall be reviewed at the next staffing committee meeting for its approval.
- Upon approval by the staffing committee, or effective July 1, 2024, leaders shall implement the meal and break plan(s).
- o If a unit misses more than 20% of breaks during a quarter, the HSC will review to determine if there are systemic issues on the unit leading to these problems. HSC can make recommendations to the unit on how to meet the plan.
- Workplace Violence Prevention (NOTE we need nurses to staff the committees and task forces to ensure that the Hospital complies with its agreements)
 - Development of an RN Workplace Violence Committee/Task Force.
 - A Workplace Violence Prevention Committee will discuss and make recommendations for, among anything else it deems important, which current public entrances will be closed and/or have limited-access procedures implemented (these recommendations will be effected no later than roughly 5 months after ratification), and additional security protections for L&D.
 - **Metal Detector Pilot Program (*first* in the CommonSpirit System)** No later than one year after ratification, the hospital will start a Metal Detector pilot program by installing and staffing a Metal Detector in the Emergency Department.
 - Once the metal detector is in full use, a joint labor-management Pilot Program committee will meet quarterly for 12 months to discuss the effectiveness of the Metal Detector Pilot program.
 - The Hospital will collect and share with the Union monthly any objective data or reports of incidents in which the metal detector was engaged, including all reports of weapons or contraband detected and/or confiscated.

- The Hospital ultimately decides upon the fate of the pilot program but will provide a written decision based primarily on data it had previously shared.
- o By the end of the second year of the contract (September 1, 2025), a minimum 6-month pilot of a visitor registration and badging system for use from, minimally, 2100-0600. The Hospital will give the Task Force a heads up of the go-live date of the pilot, and the Task Force will develop metrics to assess the effectiveness of the pilot. The Hospital commits to providing data regarding the use and experience of the pilot program, including all data available to measure the metrics, on a monthly basis to all members of the RN WPV Task Force. The effectiveness of the pilot will be reviewed with and presented in writing to the RN WPV Task Force.
- Changes to Annual Leave Scheduling. Two "prime-time" periods will be established (corresponding roughly to summer, and to the Thanksgiving-NYD periods). Specific months to request time off for respective prime-time period. Jan 1-31, 2025 to request time off during Summer 2025; June 1-30, 2025 to request time off for Thanksgiving 2025-NYD 2026. 2 weeks per prime-time period for nurses with less than 20 years of service; 3 weeks per prime-time period for nurses with 20+ years of service. Time off during prime-time periods will be granted based on seniority.
 - Non-Prime Time Periods time off will be granted on a first come first served basis, which can be requested a year in advance starting January 8, 2024 for time off beginning the first week *after* the week including New Year's Day in 2025.

This is newly added information as of November 16.

- Virtual Nurses. Virtual Nurses will be part of the Union and will be covered by the Contract.
- **No Strike/No Lockout**. Previously, this Article was entitled "Uninterrupted Patient Care," which is sanctimonious. In addition to the title change, the language is crystal clear that even during the life of the Contract nurses on their own time can join any picket line (whether that's a picket line by other VM employees, if they join a union, or any other group's). Prohibitions against striking or picketing during the life of the Contract still exist.
- **Floating**. Added to the current language, "When floated, nurses will not be required to provide care for which they do not currently have documented validated competencies."
- **Membership.** We shortened the timeline for new hires to "opt out" of paying dues or fair share fees to 30 days from 60. We deleted the language that allows members to get out of paying dues 10 days prior to the Contract's expiration date. Management agreed that it would not discourage membership in the Union.
 - Note: This was one of the very last things negotiated we very much wanted to make VM as much of a "closed" shop as the law would allow. We even proposed allowing nurses who are currently free-riders (that is, members of the bargaining unit who receive the benefits of this Contract and of unionism who are not paying dues or a fair share fee) to remain in that status, but we were able to narrow the ability for a new nurse to enjoy the benefits of being in a union without pulling their weight. We'll take another go at it next time.
- **Grievance & Arbitration.** We've deleted the language that says the grievance process is null & void if the Contract expires this old language was worse what the law says. The language is now in line with the law grievances have to processed post-expiration, an *arbitration* will only proceed if both parties agree.

- **Hand-washing Tracker:** The data VM receives will not be individualized by nurse, and the data will not be used for counseling or discipline of nurses, whether related to handwashing or anything else.
- "Mentoring." Mentoring is a voluntary activity and a nurse will not suffer any repercussions for choosing not to participate in the mentoring program.
- **Probationary period.** This is now 90 days (as opposed to 520 hours worked), with the possibility of a 60-day extension.

Donations to the Bargaining Team – Nurses can donate vacation hours to the bargaining team to help defray the unpaid time of 19 bargaining sessions, not to mention prep and work away from the table. VMMC will match the number of hours that bargaining unit nurses donate to the bargaining team. Please consider donating what you can – the 12 bargaining team nurses have really put their blood, sweat, tears, hours, and mental health resources into this contract campaign!