

# A COMPARATIVE GUIDE

## SUMMARY OF NON-ECONOMIC BARGAINING

After multiple sessions with the employer, we have tentative agreements on the “Non-Economic” portions of the contract. We started economic negotiations on August 27th and expect a response from the employer to our proposal on September 19th. All agreements are tentative because they will be pending a ratification vote by the hospitalists on the entire agreement (economic and noneconomic proposals together in one contract). Below is a summary of what was achieved thus far:

### Tentative agreements PNWHMA



### Current Practice LEGACY

#### Preamble

Standard opening with a short no strike for duration of the agreement in exchange for no lockouts during the agreement. We may strike after the expiration of the agreement. Additionally, the employer formally agrees to continued collaborative communications.

Not applicable since prior to this Hospitalists were non-union.

#### Recognition and Membership

Hospitalists must join the union as a requirement for working at our hospitals and dues will be taken out of paychecks once authorized by the Hospitalist.

Not applicable since prior to this Hospitalists were non-union.

#### Union Rights

Union Reps have access to the facility. Hospitalists at the facilities are allowed to orient new hospitalists and Hospitalists can conduct union business while working. Union Representatives can get time off to attending trainings and Union Conferences.

There were no employee representatives to orient new employees with an employees perspective. Additionally, there were no official means for employee-to-employee communication to happen outside of management’s control.

#### Management Rights

Management has the right to manage the hospital but the contract constrains what they can do. Also management agrees to solicit input from Hospitalists on changes at work. Subcontracting can only be done to augment staff and not replace, and all Legacy Policies are subject to the grievance procedure.

Management had free reign to make any changes they wished, create any new policy they wish, and could choose to not follow their own policies.

#### Corrective Action

Discipline can only be for just cause.

Prior to the union all employment was “at will” which mean management could have disciplined anyone with or without reason up to and including termination.

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## Tentative agreements PNWHMA



## Current Practice LEGACY

### Employment Status

All hospitalists will have new Individual Employment Agreements that conform to the Collective Bargaining Agreement. New Hires will have a 1 year probationary period in which they will not be covered by the just cause standard.

A process for changing a Hospitalist's FTE will be in place that is subject to the grievance procedure if not done properly.

Hospitalists would sign an Individual Employment Agreement. FTE changes were solely approved by management by what ever criteria they wished.

### Seniority, Layoff and Recall

Time in a Legacy GME Residency program counts for seniority, and layoffs will be by seniority. Recall by seniority with most senior laid off being the first recalled. A severance of 3 months salary and 3 months worth of cash for Health Insurance would be paid out in lieu of retaining recall rights.

Legacy has a layoff policy that they could choose to follow or choose not to follow in the event of layoffs.

### Grievance and Arbitration

A two step grievance process then going to arbitration if the dispute is not resolved. Arbitration is a process in which a neutral third party would decide if the contract was violated after a hearing. This how we will enforce the contract

Everything was up to management's discretion with no ability to have their decisions countered or checked.

### Equal Employment Opportunity

No discrimination for persons in any protected class.

No discrimination for persons in any protected class.

### Health and Safety

An acknowledgement that health and safety is a mutual responsibility between the hospitalists and the employer. The union may request meetings with security to review and suggest improvements in the Code Gray and Code Silver Process.

Management would decide how it was best to proceed on safety measures with or without Hospitalist input.

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**Tentative  
agreements**  
P N W H M A



**Current  
Practice**  
L E G A C Y

## Saving and Separability

If a portion of the contract is found to be illegal it will not cause the entire contract to be voided.

Not applicable since there is no prior collective bargaining agreement.

## Drug and Alcohol Policy

The current policy.

The current policy.

## Successors

The employer will inform any new buyers of the existence of this CBA and provide a copy to them.

Not applicable.

## Working outside of the Bargaining Unit

If a Hospitalist has a second job that is outside of the bargaining unit, if they commit a very serious violation of policy they could lose, under certain circumstances, both the bargaining unit job and the other job.

All employment was "at will" which means a hospitalist could have been fired with or without just cause at any time.

## Complete agreement

The union and employer do not have to bargain things that were covered in this agreement. However, if a need for changes arises for issue that did not come up in bargaining, we could bargain.

Employment was "At Will" which means the employer could change anything at anytime however they wished with or without input from the hospitalists.

## SUMMARY OF ECONOMIC BARGAINING

We will be returning to the bargaining table on September 19th, when management is expected to present their counter to our full economic proposal.

We recognize that the economic terms are likely to be the area where we encounter the most resistance and where many of your concerns are focused.

Please keep an eye on our communication channels for updates and opportunities to stay engaged. Together, we will work to secure the contract that our patients, our community, and we as healthcare professionals truly deserve.