

## VMC & OPEIU Contract Bargaining Continues

Although our Union contract expired on June 30, 2017, we're continuing to work with management and with the assistance of a mediator from PERC (Public Employee Relation Commission) to secure a fair contract that addresses many of the concerns expressed on our bargaining surveys. Our contract, with all its protections, remains enforceable until we reach a new agreement.

A mediator from PERC attended the last few negotiation sessions to help the parties come closer towards reaching agreements on outstanding items. In our last report we provided a few economic items that VMC had proposed. Here is an overview of other items we've discussed at the table and has been negotiated thus far.

### Status Report of our Tentative Agreements (progress made thus far)

Contract Section/Title	Changes
Section 1.8 Rosters	VMC will include the base rate of pay and address of each employee in the monthly rosters that are sent to the Union for accurate record keeping.
<b>NEW</b> Section 1.13 Negotiations	Provides Union Leave for employees who are on the negotiations committee. VMC will provide 20 hours of paid release time from work for contract negotiations.
Section 2.5 On-call Employees	Added language to establish there is a minimum and maximum requirement for on-call employees to pick up open shifts provided there are sufficient open shifts available.
<b>NEW</b> Section 2.11 Preceptor	A new assignment of responsibility for employees who are NOT leads, but may be assigned the responsibility to train or orient other employees. A Preceptor would be assigned to go to training.
Section 7.11 Preceptor Pay	Employees assigned as a "Preceptor" will receive \$1.00 per hour for time when assigned as a preceptor.
Section 4.4 Discipline/ Discharge for Cause	Changing timeline from 20 business days to 30 calendar days that Corrective Action notices will be provided to an employee and the Union. The timeline begins from the event or incident that gave rise to the discipline. If the parties can't meet within the 30 days, the Union and Employer can extend timelines.
Section 5.2 Grievance Defined	Clarified that employees who attend a grievance meeting will not suffer loss of pay. Grievance meetings should be scheduled during the employee's regular shift.
Step 5 Arbitration	Increased the number of arbitrators that can be selected from 5 to 7 if a grievance goes to arbitration.
Section 6.1 Workday Section 6.1(a)	Corrected work days to include 10- and 12-hour shifts. Added 12-hour shifts to language; an employee who cannot work it due to extenuating personal circumstances can request to be accommodated.
Section 6.2 Work Period	Corrected to be FLSA compliant
Section 6.4(c)	Eliminated language. Employees no longer need to notify supervisor if they leave the premises during the meal period.
<b>NEW</b> Section 6.6(c) On-Call Employees Scheduling	Define how open shifts are posted, when on-calls will be notified of assignment and offering of partial shifts.
Section 7.6 Work in Higher Classification	Clarified language that lead duties is not the same as "performing work in a higher classification" because a lead remains in the same classification and it's an additional assignment. A lead could qualify to work in a higher classification if they work in a classification that is higher paid than the current classification they are in.
Section 13.6	Under the layoff procedures added definition of "variable shifts" which include rotating days, evenings, and nights.
Section 13.8 Recall From Layoff	Clarified the recall process and procedure to ensure laid off employees are getting called back to work. VMC will provide the Union a list of those on recall each quarter.
Memorandums of Understanding (MOUs)	Eliminate MOUs (located in back of contract) #2, #3, #4, #6

<b>Float Pool</b>	Increase float premium to \$2.50 due to additional duties. Float pool will now provide coverage to the Patient Resource Center (PRC) after completing PRC training program. New classification title will be Patient Resource Float Pool. Language added that scheduling will be done equitably among float employees when asked to provide coverage at the PRC.
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## Recap on Works in Progress (not in agreement)

Issue/ Current Contract Section	Employer's Proposal	Union's Proposal
Section 6.3 <b>Overtime</b>	Overtime defined as "hours actually worked"	Overtime defined as "time actually worked"
Article 8 <b>Holidays</b>	Holiday pay at employee's base rate of pay (would not include any differential pay)	Holiday pay at employee's regular rate of pay (would include any differential pay)
Article 10 <b>Sick Leave</b>	No discipline/discharge for use of federal or state protected leave.	No discipline for use of sick leave.
Across-the-board increases (also know as Cost of Living Adjustment)	Upon ratification – 0.5% 4/1/18 – 0.5% 10/1/19 – 1% (Total of 2% over two-year agreement)	7/1/17 – 2.5% 7/1/18 – 3% 7/1/19 – 3% (Total of 8.5% over two-year agreement)
Additional Steps	None	4/1/18 – Adjust step 11 to 3% above step 10 10/1/18 – Add step 22 at 3% above step 21
Article 12 <b>Seniority</b> Section 12.4	For rehire: Employees in the department will be considered first, then laid-off employees on recall, then department employees on approved leave of absence, then all other employees and external applicants	For rehire: Employees in the department by seniority, then laid-off employees on recall, then qualified employees on leave of absence, then in accordance with Article 4.2
Article 13 <b>Severance Pay</b>	1-2 yos = 1 week of pay 3-4 yos = 2 weeks of pay	1-2 yos = 1 week of pay 3-4 yos = 2 weeks of pay Add 20 or more = 13 weeks of pay
Section 13.13 <b>Subcontracting</b>	Give Union 180 days' notice before implementing subcontracting	Keep current contract language – Union notice 180 days before decision to subcontract
Article 17 <b>Retirement</b>	Delete lump sum contribution	Effective 7/1/17 increase employer contribution to 6%
<b>Successorship</b>	Reject	If Employer is purchased by a successor employer, the purchaser will assume the terms of the Agreement
Patient Resource Center- Incentive Program	Reject being pilot program, performance score of 85% or more, no more than 3 absences in 6 months, disputes to PRC Director whose decision is final.	1 year pilot program, performance score of 80% or more, absences not factor, disputes subject to grievance procedure.
MOU # 5 <b>PSR Clinic Assignments Involving Travel</b>	Clarifying that PSRs who are hired to provide split coverage to 2 clinics do not get the floating premium of \$2.25.	Adding additional circumstances that qualify under MOU – PSRs who are regularly assigned to work at more than two clinics or PSRs who regularly work at more than one clinic under different managers should receive the floating premium.

## Want to be More Informed about Our Negotiations?

Our Bargaining Team, **Liz Chraca**, PSR; **Brenda Larson**, PSR Urgent Care; **La'Terria Belin**, ISR II; **Brittany Sluyter**, ISR II; **Leslie Liddle**, Union Representative; **Amanda Montoya**, Union Representative, needs your help! Events happen quickly at the bargaining table and when we stand up for our rights (like being able to wear a sticker at work). We need to be able to communicate with our co-workers quickly. The best way is through email. Please email [Amanda@opeiu8.org](mailto:Amanda@opeiu8.org) with your personal email address so we can add you to our Local 8 email list and keep you up to date with happenings at the bargaining table and with Local 8. You can also look on the Local 8 website at [www.opeiu8.org](http://www.opeiu8.org).

**Questions? Contact your Union Representatives**  
**Amanda Montoya, 206-441-8880 ext. 110, [Amanda@opeiu8.org](mailto:Amanda@opeiu8.org)**  
**or Leslie Liddle, 360-701-6615, [Leslie@opeiu8.org](mailto:Leslie@opeiu8.org)**

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