

NUHW-AHMC UPDATE

AUGUST 7, 2020

We began bargaining with the new employer, AHMC, back in July with a commitment to do what we can to keep our hospital open while protecting our benefits and securing contract language that would ensure our safety and job security. However, AHMC proposed several takeaways including a major reduction to our ESL, and they refused to maintain a ban on subcontracting. As a result of this, over 95% of us voted to reject their last, best, and final offer.

Many of us are concerned about the current conditions of employment we are being offered by AHMC, but it's important to remember that we will be negotiating a new contract and that these initial conditions may be temporary depending on the outcome of bargaining. We can win stronger protections and better benefits if we stay united in our fight for a fair contract.

Below is a comparison between what our last contract with Verity included, the new conditions of employment being offered, and the last, best, and final offer that AHMC gave us last month. If you have any questions, contact your steward, bargaining team member, or your NUHW Representative, Teddy Watler at (562) 277-0713 or twatler@nuhw.org.

Issue	Verity Contract	AHMC's Last, Best, and Final offer from July Negotiations	AHMC Terms and Conditions of Employment + Hiring Letters
Employee Status	Seton employees were protected by their contract and a grievance procedure that ended with 3rd party arbitration.	Seton employees were protected contract and a grievance procedure that ended with 3rd party arbitration. New employees also could now be asked to sign a mutual arbitration agreement, which would bind them to AHMC's Fair Treatment Process. <i>Employees lose a lot of job security. Management can dismiss anyone, at any time.</i>	Employees are at will employees. All employees are required to sign a mutual arbitration agreement, which binds them to AHMC's Fair Treatment Process.
Subcontracting	No subcontracting allowed	Included language that would allow management to subcontract out whole departments. <i>Members in certain departments are at higher risk of being subcontracted out</i>	Does not mention subcontracting at all.
Categories of Employees	Full time employees = 40 hours Part time employees = 20 hours	Full time employees = 40 hours Part time employees = 20 hours	Full time employees = 32 hours Part time employees = 24 hours

CONTINUED ON BACK

Issue	Verity Contract	AHMC's Last, Best, and Final offer from July Negotiations	AHMC Terms and Conditions of Employment + Hiring Letters
Management Rights	No language in contract	<p><i>"Management reserves the right to:</i></p> <p>(i) to manage, direct and maintain the efficiency of its business and personnel; (ii) to manage and control its departments, buildings, facilities, equipment and operations; (iii) to create, change, combine or abolish jobs, departments and facilities in whole or in part; (iv) to subcontract or discontinue work for business, economic, medical or operational reasons; (v) to utilize personnel from nursing registries or other temporary help agencies; (vi) to direct the work force; (vii) to increase or decrease the work force; (viii) to determine staffing patterns and levels and the number of Employees needed, provided that the Hospital adheres to the regulations set forth in Title XX:11; (ix) to lay off Employees; (x) to hire, transfer and promote Employees; (xi) to demote, suspend, discipline and discharge Employees; (xii) to maintain the discipline and efficiency of its Employees; (xiii) to establish work standards and schedules of operations; (xiv) to specify or assign work requirements and overtime; (xv) to assign work and decide which Employees are qualified to perform such work; (xvi) to determine working hours, shift assignments, and days off; (xvii) to adopt rules of conduct, appearance and safety, and penalties for violations thereof; (xviii) to determine the type and scope of work to be performed and for the services to be provided to patients; (xix) to determine whether work will be assigned to bargaining unit Employees or other Employees; (xx) to determine the methods, processes, means and places of providing service to patients; (xxi) to determine the quality of patient services; (xxii) to acquire and dispose of equipment and facilities; (xxiii) to determine the places where work will be performed; (xxiv) to hire temporary Employees for designated periods of time; (xxv) to pay wages and benefits in excess of those required by this Agreement; (xxvi) to effect technological changes in its equipment and operations; and (xxvii) to sell, close, or dispose of all or part of the Hospital.</p>	No specific language on management rights
Call Offs & Daily Cancellations	8 Hours of reporting pay for same day cancellations	8 Hours of reporting pay for same day cancellations	No mention
Classifications and Wages		AHMC proposed a 0% raise and a freeze on the step progression	AHMC proposed a 0% raise and a freeze on the step progression
PTO Accrual Rates	<p>Year 1: 8 hrs per pay period Year 2-4: 9.5 hrs per pay period Year 5-9: 11 hrs per pay period Year 10+: 12.62 per pay period</p> <p>Flat PTO Cap: 400 hours</p>	<p>Year 1: 8 hrs per pay period Year 2-4: 9.5 hrs per pay period Year 5-9: 11 hrs per pay period Year 10+: 12.62 per pay period</p> <p>Flat PTO Cap: 400 hours</p>	<p>Year 1-4: 7.2 hrs per pay period Year 5-8: 8.8 hrs per pay period Year 8+: 10.4 per pay period</p> <p>PTO Caps: Year 1-4: 280.8 hrs Year 5-8: 343.2 hrs Year 8+: 405.6 hrs</p>
Extended Sick Leave	<p>Accrual Rates: 1.85 hours per pay period</p> <p>ESL Cap = 768 hours</p>	<p>Accrual Rates: 1.85 hours per pay period</p> <p>ESL Cap = 240 hours</p> <p>ESL Carryover = 40 hours</p>	<p>Accrual Rates: 1.85 hours per pay period</p> <p>ESL Cap = 240 hours</p> <p>ESL Carryover = 0 hours</p>