

Union ★
Update

OPEIU
Local



For Local 8 Members at Tri-Cities Community Health

September 20, 2021

Vaccination Mandate

We have met with management several times to negotiate the Vaccination Mandate to ensure that all employees are safe and that there is a clear exemption process available to employees. At this time we still do not have a signed agreement, however there are a couple of areas that we DO have agreement that I wanted to share:

- If you receive the vaccination and become ill you can take up to 3 days off using your accrued leave, or choosing to use Leave without Pay
- If your exemption is denied we can file a grievance to seek resolution
- An employee will be released from duty for up to one hour to receive the vaccination

More to come as soon as we have a signed agreement!

Seniority

I have had several inquiries about how seniority should be applied for working extra shifts and filling in at other locations. Extra shifts should be offered in order of seniority – the most senior employee in your classification and location should be offered extra shifts first, followed by the next most senior, and then the next, going down the list of employees. If a move to a different location is needed that should be done in reverse order, the least senior employee should be asked to move first and if that person is not able to then the next least senior person should be asked, continuing up the list by seniority.

Here is the Contract language:

Section 7.1 APPLICATION OF SENIORITY Where skill, performance on the job, ability and experience are determined by the Employer to be substantially equal, seniority as defined below will be the determining factor in layoffs, rehires, change in FTE status, lateral transfers, shift bids, work assignments, distribution of overtime, approval of vacation and training opportunities.

Section 7.2 ACCRUAL OF SENIORITY Seniority is defined as an employee's continuous employment from the most recent date of hire or rehire with the Employer, including time spent on any approved leave of absence, medical leave, military leave, job-injury leave or maternity leave that occur during employment. Upon rehire after a break in service which does not exceed four (4) months, previous seniority will be credited to the employee, excluding period(s) when the employee was not employed by the Employer.

Lunches and Breaks

Another ongoing issue we have been having is that you are not getting breaks and/or your lunch break is cut down due to short staffing. Lunch breaks should be predetermined to be either 30 or 60 minutes. When there is a change in your lunch break you should be paid appropriately at your current rate of pay for all time worked. This may require an email to your supervisor to alert them that you worked over.

If you miss a break, you should be paid time-and-one-half for the missed break time.

It is my understanding that this is not consistently happening across the organization. Not only is this a break in our contract, but it is also unlawful not to pay you for all hours worked. This morning I provided Human Resources with this Supreme Court Case that shows that not only do employees need to be compensated for all hours worked, but that missed breaks shall be paid at time-and-one-half. <https://caselaw.findlaw.com/wa-supreme-court/1614684.html> When you miss a break, please email your supervisor and alert them to your loss of time. This time should be added to your timesheet at the time-and-one-half rate. If it is not, please contact me ASAP.

Here is the Contract language:

Section 9.7 MEAL/REST PERIOD All employees will receive an unpaid meal period of one-half hour or one (1) hour. Employees will not be required to take their lunch period until at least three hours after starting work nor later than three hours before quitting time unless mutually agreed upon between the employee and their supervisor. Employees required by supervision to work during this meal period will be compensated for such work at the appropriate rate of pay. All employees will be allowed the equivalent of two (2) paid rest periods of fifteen (15) minutes each during each shift of eight (8) hours or more in duration. Employees working twelve (12) hour shifts will receive the equivalent of three fifteen (15) minute paid breaks.

Corrective Action

TCCH Human Resources is hugely understaffed right now with the departure of 4 of their employees. In a perfect world all corrective action would go through HR, but that does not seem to be the way TCCH chooses to operate. It is important that you, as an employee and Union member, understand your rights. You should not be attending ANY meeting with a supervisor that could lead to discipline without a Union Representative present. This includes meetings where you are given a corrective action and/or where a supervisor is investigating something that you may or may not have been involved in. I highly encourage you, when asked to attend a meeting or have a chat with a supervisor, to ALWAYS ask if that meeting could lead to discipline. If the answer is yes, you have the right, and should, ask to have the meeting scheduled at a later date so you can have a Union Representative present. If this happens, please contact me ASAP.

Here is the Contract Language:

Section 6.5 WEINGARTEN RIGHTS An employee may, upon request, have a Union representative of the employee's choice present at any meeting with the Employer that could reasonably lead to the employee's discipline, provided, however, that if the Union representative chosen by the employee is not available within a reasonable amount of time, the employee must select one who is. If the employee requests Union representation at such a meeting, the employee will notify the Employer and will be provided reasonable time to arrange for Union representation at the meeting. The Employer will notify the employee at the beginning of a meeting if it is reasonably believed that the meeting is to be investigatory and may lead to discipline. If the Employer has not informed the employee prior to the meeting of the meeting's

investigatory purpose, the employee may request adjournment so as to enable the employee to secure Union representation.

Dental Department

I have been immersed in countless meetings regarding the Dental Department. I would like to thank everyone who reached out to me to give examples on ongoing issues, that was super helpful! I would also like to thank everyone who signed the petition that Azure and Igor successfully got signed in record-breaking time! I have met with Jim Merrill and TCCH's contracted attorney four times in the past five days. I also met with Jim and Jamie on Friday to discuss the Saturday hours and how OT should be implemented, hopefully that was corrected for this past Saturday.

Here is the bullet list of topics that I brought forth for these ongoing meetings, if something was missed, please let me know.

- Lack of staff in all classifications
- Not following seniority when assigning extra work/change in shifts
- Disrespectful encounters with Jamie
- One assistant working two columns
- Posting of positions not including work schedule – thus not allowing a more senior employee to apply for a more desirable shift
- Tardy policy is not correct – Beth put a policy in effect that was not approved by the union
- Low Census not being followed
- New employees are not being trained
- Employees not getting breaks
- Increased work load
- Not making competitive wages

We continue to negotiate the change in scheduling for the Dental Hygienists. I am hopeful that we will see a counter to our latest proposal by the end of today.

Questions? Contact Union Representative Angie Wedekind, 206-441-8880 ext. 122, Cell 509-306-0586, or Angie@opeiu8.org



OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8

1-800-600-2433 or 206-441-8880 ★ Fax: 206-441-441-0207 ★ www.opeiu8.org

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