

# NURSES UNITE TO MOVE NEGOTIATIONS FORWARD

Our unity makes us stronger in our fight for safe staffing ratios

ISSUE 6

## MANAGEMENT SAYS: “LET ME BE CRYSTAL CLEAR, MANAGEMENT WILL NOT AGREE TO RATIOS”

Nurses have stated from the beginning of negotiations that staffing is our #1 issue. We began a discussion of the staffing ratios proposal on January 3rd and instead of responding with a counter proposal, management shut down conversation saying: “Let me be crystal clear, management will not agree to ratios.” Management’s position is clear and we will need to fight to win the staffing we know we need in order to provide safe patient care.

## CONTRACT DEMANDS NEGOTIATED TODAY

- **DISASTER RELIEF:** We made some progress and management is willing to move from offering only one week of unpaid leave to up to two weeks, but they will not agree about language.
- **WORKPLACE VIOLENCE AND SAFETY:** Management rejects the language because it opens the hospital to liability in court. They will be finalizing active shooter policies at all facilities but have not consulted us while creating these policies.
- **MISSED BREAKS AND MEALS:** Management does not want to add new language to prevent nurses from missing their breaks and meals. They suggested we file more grievances. We believe the staffing is the problem and break relief nurses are the solution.

**KNOW YOUR RIGHTS! CUT OFF CARD BELOW AND KEEP WITH YOU!**

## NYSNA ACTIONS— KNOW YOUR RIGHTS

Union members have the legal right to take action at the workplace to improve their working conditions. According to the National Labor Relations Act, a federal law, states the following:

*You have the right to organize a union to negotiate with your employer over your terms and conditions of employment. This includes your right to join a union rally or picket, distribute union literature, wear union buttons, stickers, t-shirts or other insignia. Supervisors cannot coercively question or threaten us regarding union activity. We can't be fired, disciplined, demoted, or penalized in any way for engaging in these activities.*



## SHOW YOUR SOLIDARITY WEAR A STICKER ON TUESDAY, JANUARY 8

**STEP 1— Put on a sticker** when your shift begins and wear it all day.

**STEP 2— Take a photo with a friend** and share on social media using **#MakeitStick #NYSNA** (be sure to cover hospital logos, IDs, etc)

**STEP 3— Know your rights** and tell a union representative or delegate if management tells you to take your sticker off

## STAND UP FOR YOUR RIGHTS

It is against the law for a supervisor to tell you that you cannot join a protected union activity or wear a sticker or to threaten you with discipline for doing so. You are not required to obey unlawful demands. If a supervisor or manager asks you to remove your sticker/union button or to not join a picket, state the following:

*“Under whose authority are you acting on? I need to write down that person’s name and your name in case of litigation or legal action on behalf of our union for violating our protected rights and federal labor law.”*

## QUESTIONS AND ANSWERS ABOUT CONTRACT EXPIRATION

**Q: Our collective bargaining agreements expire on December 31, 2018. What does that mean?**

**A: YOUR COMPENSATION, BENEFITS, AND WORKING CONDITIONS SHOULD NOT CHANGE AT ALL** (except with respect to grievances and arbitrations, as explained below). Under labor law, employers generally must continue all terms and conditions of employment until: (1) the parties reach a new agreement or (2) the parties are at impasse. No one, including the employers, has suggested that the parties are at impasse.<sup>1</sup>

**Q. How will I be impacted when the contracts expire on December 31?**

**A.** You should not be impacted at all. Just like other terms and conditions of employment, employers are legally required to continue making benefit fund contributions while employees are working. In addition, all relevant employers have indicated they will sign with the NYSNA Benefit Fund and NYSNA Pension Fund interim agreements which will generally obligate them to continue making contributions for a 6-month period.

**Q: So my health coverage will not end on December 31 because the contract expires?**

**A:** Correct.

**Q: And my compensation, vacation, and working conditions will remain the same?**

**A:** Correct.

**Q: What about grievances and arbitrations?**

**A:** Any grievance for actions that took place **prior** to expiration will not be affected. The employer is not required to arbitrate grievances over actions that took place **after expiration**. However, in the past NYSNA has been able to reach contracts after expiration that are retroactive to expiration or otherwise cover grievances and arbitrations arising after expiration, and NYSNA can always file an unfair labor practice charge with the NLRB over a change in terms and conditions of employment.

<sup>1</sup> Impasse usually occurs only after a very long period of bargaining, when the parties, under a complicated legal analysis, are warranted in assuming that further bargaining would be useless. Even when there is an impasse, an employer can only implement a then-pending proposal it has on the table. Your employer has not proposed, for example, cutting off health benefits, so even if there were impasse at some point in the future they could not cut off health coverage based on the proposals they now have on the table.

### UPCOMING NEGOTIATION DATES

**Starting in January 2019,** Negotiations will move to the **Times Square Sheraton, 811 7<sup>th</sup> Ave (at W. 53<sup>rd</sup> and 7<sup>th</sup> Avenue).**

January 9, 10, 16, 17, 22, 23, 29, 30, 31



**JOIN US** as we continue the fight for improvements in our practice and quality of life.

New York State  
**NURSES**  
ASSOCIATION