

IMPLEMENTED TERMS FROM THE SVMH LAST, BEST & FINAL OFFER (LBFO)
Updated 5/27/2016

This list of Articles (sorted in order of effective date) does not represent all of the items in the LBFO. To view the full LBFO visit www.negotiationsupdate.com

For Articles not listed below, if an effective date is not specifically referenced in the LBFO, then the effective date is May 13, 2016, the date of implementation.

Some effective dates have been changed to coincide with the beginning of a pay period or to a date on which the provision is administratively feasible to apply.

MOU V: SUBCONTRACTING

The language of the LBFO will not be implemented, therefore the original contract language remains in effect, requiring mutual agreement for outsourcing.

Article 5: DISCHARGE OR DISCIPLINE

Effective Date: May 13, 2016

When considering the appropriate level of discipline, all performance (including behavior and compliance) may be considered. Attendance-related disciplines will remain independent of other performance concerns.

Previously, a Second-Warning disciplinary notice was in effect for 18 months; those notices now stay in effect for 12 months.

Article 17: BEREAVEMENT

Effective Date: May 13, 2016

Employees continue to receive three days of paid bereavement leave. Those who wish to extend time off may do so with use of PTO time.

Article 7: WAGES

Effective Date: ~~May 30, 2016~~ May 23, 2016

NUHW-represented employees will receive a 2% increase effective this pay period which began on May 23, 2016. The proposal provides a 1.5% increase in each of the subsequent years of the contract.

In addition, employees have the opportunity to earn a new incentive payment. While the target incentive payment is 1.5% of pay, if the goals of the program are exceeded, employees could receive a payment of up to 2.25% of pay.

Finally, the proposal includes special wage adjustments for four job classifications where the hospital and union determined that current rates had fallen below market. These job classifications will not be eligible for the 2% increase referenced above, but will be eligible for the subsequent years' increases.

MOU IV: HEAD COOK

Effective Date: May 23, 2016

A Cook II who is designated by the Hospital as Head Cook shall be paid a premium of five (5) percent per hour.

Article 9: HOURS OF WORK

Effective Date: ~~May 30, 2016~~ June 6, 2016

On-Call Pay:

Under the new terms, on-call pay will cease when the employee reports to work. The employee will receive time-and-a-half pay for hours worked when they are called back to work. This changes a previous practice in which employees called in to work received on-call pay in addition to their pay for hours worked.

Work on Day Off:

The provision allowing overtime pay for work on a previously scheduled day off has been omitted from the contract. Employees will continue to receive overtime if it is due according to standard overtime rules.

Mandatory Overtime:

After exhausting attempts to get necessary coverage, the Hospital may require an employee to work beyond his/her shift for up to four (4) hours to maintain operations and safe patient care.

Short Rest:

The payment of overtime for short rest will continue at time and a half, however double time pay for four (4) hours has been omitted from the contract.

Article 10: SHIFT DIFFERENTIAL

Effective Date: ~~May 30, 2016~~ June 6, 2016

Shift differentials will only apply to hours worked and sick time, not on hours paid while on PTO, bereavement, jury duty or leave of absence.

Due to the premium pay already included in their classification rate, night shift Clinical Pharmacists shall not receive a shift differential.

Article 12: FULL-TIME & PART-TIME EMPLOYEES

Effective Date: ~~May 30, 2016~~ June 6, 2016

Full-time employees will accrue time off based on hours paid, consistent with Part-time employees (See Article 12 for reference).

Article 20: LEAVE OF ABSENCE

Effective Date: ~~May 13, 2016~~ June 6, 2016

Except to the extent required by statute, the new terms limit leaves of absence to six (6) months in any 12-month period (without regard for paid status or type of leave), which is consistent with practice for all other SVMH employees.

Employees on approved leave will be given the opportunity when they return to work to perform their regular job in the same job classification and shift, if available.

For industrial injury, employees may be assigned to the modified work program for a period not to exceed 90 days.

Employees on approved leave of absence because of physical disability or maternity shall not accrue fringe benefits such as PTO and sick leave.

Article 11: SENIORITY

Effective Date: ~~May 30, 2016~~ July 4, 2016

Under the new terms, seniority will no longer be the sole deciding factor in cancelling work assignments or assigning voluntary overtime.

- Same day overtime will be offered first to the employees already working the shift as a way to maintain continuity of care, then to those who are scheduled to come in on a later shift, and then to those who make themselves available, by seniority.
- Cancellations will be made in an order intended to reduce the use of overtime and forced call-offs, rather than by seniority alone.

In addition, Nurse Aides can be floated to all patient care areas where they are needed before being cancelled. Nurse Aides will all have a standardized annual education and competencies that will meet the needs in all areas and will only practice within their scope.

When considering selection for transfer requests, active disciplinary warnings may now be a considered.

Finally, the new terms clarify that employees on a leave of absence will accrue seniority only on hours paid.

Article 13: PER DIEM EMPLOYEES

Effective Date: July 4, 2016

Per diem employees must provide availability based on the needs of the Hospital.

Article 19: PAID TIME OFF

Effective Date: ~~May 30, 2016~~ July 4, 2016

Elective Cash Out: Employees may cash out PTO once per year under this new provision.

Maximum Accrual: Once the maximum accrual of two (2) times the annual accrual rate is achieved, the accrual will cease until the balance drops below the maximum.

Employees will earn a minimum of 21 days of paid time off each year, and a maximum of 45 days.

If an employee requests time off and sick leave accrual is exhausted, the employee must use available PTO hours.

PTO bonuses will not be paid in the quarter during which an employee is on a Leave of Absence.

Article 32: CONTINUING EDUCATION/CERTIFICATION BONUS

Effective Date: ~~July 1, 2016~~ July 4, 2016

The Hospital, at the union's request, added a bank of education hours for licensed staff and certain certifications in imaging services. Certification Bonus will continue to be available to employees with other required certifications. Food Handler and Chemo Certification are excluded from the bonus opportunity.

MOU III: NURSE AIDES, TRANSPORT, CLINICAL ASSISTANTS

Effective Date: ~~May 30, 2016~~ July 4, 2016

The licenses of Transporters, Clinical Assistants, and Nurse Aides will be fully utilized with Transporters and Clinical Assistants called upon to perform Nurse Aide duties when no Nurse Aide is available.

Article 21: HEALTH PLAN

Effective Date: January 1, 2017

Under the new terms, NUHW-represented employees have access to an enhanced health plan. Full-time and part-time employees pay no premium for employee-only coverage, and costs are significantly lower for services provided at SVMHS facilities and within the SVMHS primary network.

There are new limits on what employees pay for deductibles and out of pocket maximums.

Full time employees (FTE of .9 and above)

- Single coverage \$0
- Employee +1 \$22 per pay period (\$47.67 monthly)
- Family coverage \$44 per pay period (\$95.33 monthly)

Part time employees (FTE <.9)

- Single coverage \$0
- Employee +1 \$44 per pay period (\$95.33 monthly)
- Family coverage \$88 per pay period (\$190.67 monthly)

The plan also increases the annual dental benefit to \$2,000.