

NUHW Contract Negotiations Update

Salinas Valley Memorial Healthcare System

ITEM	CURRENT CONTRACT LANGUAGE	POINTS OF AGREEMENT	UNRESOLVED CONTRACT LANGUAGE		
			NUHW PROPOSAL	SVMHS PROPOSAL	THE 'WHY' BEHIND OUR PROPOSAL
1. Bereavement Leave	Up to five (5) working days to regular full-time employees and regular part-time employees will be allowed for bereavement leave when so requested for that purpose; provided no more than three (3) working days without loss of pay shall be allowed. When necessary, an additional time chargeable against sick leave accrual may be granted on a case-by-case basis.	Clarification of the bereavement leave provision as proposed.	No change in the ability to use sick time to extend bereavement leave.	Use of PTO, not sick time, to extend bereavement leave per contract. Proposed language: Up to three (3) working days to regular full-time employees and regular part-time employees will be allowed for bereavement when so requested for that purpose. Upon request, an additional two (2) working days, charged against the PTO bank, will be allowed. Employees do not receive a shift differential for pay during the three (3) working days without loss of pay. When necessary, an additional time chargeable against PTO may be granted on a case-by-case basis.	Consistent with all other SVMHS employees. Clarifies up to 3 days bereavement leave, with an option of 2 additional days chargeable to PTO.
2. Compensation <i>Rest Period</i>	Employees who do not receive the proper rest period between shifts shall be compensated at the rate of one and one-half (1- 1/2) times the employee's regular rate of pay for the first four (4) hours and double time for the last four hours.		Maintain current contract language.	Pay one and one-half times the regular rate of pay for the 8 hours.	Employees should receive the same level of premium pay regardless of number of hours worked.
<i>On Call Pay</i>	Employees are paid one-half (1/2) their regular straight time rate of pay until called to work at which time that pay shall convert to time and one-half (1 1/2) for hours worked with a one hour minimum in addition to the compensation received while working in on-call status. Practice: On-call pay (1/2 rate) continues when the employee reports to work, resulting in double time pay when the employee reports to work.	Employees on call are required to report to work within no more than thirty (30) minutes.	Maintain current practice regarding on-call and call-back pay.	An employee who is required to remain on-call to the Hospital shall be paid at the rate of one-half (1/2) the regular straight time hourly rate for any time spent on required on-call status. On-call status pay shall cease once the employee reports to work. When called, on-call employees shall be compensated for work performed during such call in time at the rate of time and one-half the regular straight time rate of pay with one hour minimum in addition to the compensation previously earned while on-call status. Proposed practice: On-call pay ceases as soon as the employee reports to work. Callback time of one and one-half pay rate will apply.	Clarifies contract language and pays call-back in line with industry standard. Avoids "double dipping" where employee receives both on-call pay and call-back premium pay simultaneously. On-call pay should be for time spent on-call, not for time spent actually working.
<i>Full-time Part-time Status</i>	Full time employees shall accrue PTO and sick leave at full time rates. Part time employees shall accrue PTO and sick leave per pay period based upon hours paid and drop days.	Full-time and part-time employees remain eligible for benefits.	Full-time employees to accrue PTO and sick based on full-time status, rather than hours paid.	Full-time employees to accrue PTO and sick based on hours paid and drop time.	Creates consistency with all SVMHS employees.
<i>Pay Increase</i>	January 2012: 1.75% February 2013: 1.5% August 2013: 2.5% August 2014: 2%	Annual pay rate and pay scale increases.	2% 8/1/15 2% 2/1/16 2% 8/1/16 2% 2/1/17 2% 8/1/17 2% 2/1/18 2% 8/1/18 2% 2/1/19	2% increase upon ratification 1.5% increase in year two 1.5% increase in year three 1.5% increase in year four	Provides regular annual increases for all NUHW-represented employees in each year of the contract.
<i>Incentive</i>	New	1.5% target incentive payment (up to 2.25%) each year tied to agreed-upon objective performance metrics for the bargaining unit, beginning FY17.	Incentive pay is not part of compensation package.	Incentive pay is an important part of compensation.	Aligns organizational goals and individual responsibilities to reward employees when specified goals are met.
<i>Special Wage Rate Increases</i>	New	New pay rate increases increases for: Breast Ultrasonographers; Instrument and Supply Techs (SSPD Tech II); Surgical Techs; Pathology Clerks; Lab Tech Assistants	Additional adjustments for OR Surgical Sterile Processing Tech III, Transcriptionist III/Editor and Medical Records Specialist II.		Keeps SVMHS pay rates competitive with the regional market. While agreeing to new pay rate increases for certain positions, market data shows pay already competitive for OR Surgical Sterile Processing Tech III, Transcriptionist III and Medical Records Specialist II.
<i>Shift Differential</i>	Evening shift differential = \$2.00 per hour Night shift differential = \$4.00 per hour Shift differential is paid for full hours worked and shall continue for all paid time off, including but not limited to, PTO, sick leave, and leaves of absence.	Continue to pay shift differential on hours worked and paid sick leave.	Increase shift differential by \$1.00. No other change.	Employees shall receive a shift differential for time spent working or on paid sick leave.	Applies compensation practices that are consistent with industry standards where differentials are paid for worked hours rather than for PTO and Leaves of Absence.

ITEM	CURRENT CONTRACT LANGUAGE	POINTS OF AGREEMENT	UNRESOLVED CONTRACT LANGUAGE		
			NUHW PROPOSAL	SVMHS PROPOSAL	THE 'WHY' BEHIND OUR PROPOSAL
3. Health Benefits	Employee share of the health premium cost is as follows: Employee only and Employee +1 = \$0 Family = \$11.11 per pay period	Change to Point of Service Plan Design (tier-based benefits) Tier 1 deductible = \$0 Tier 1 out of pocket max = \$750 Employee Contribution for .9 and 1.0 FTE (per pay period): Employee only = \$0 Employee+1 = \$22 Family = \$44	Co-pay/Deductible: \$0 co-pay for ER and urgent care Tier 2 deductible = \$100 Tier 2 out of pocket max = \$1000 Employee contribution for part time staff same as full time staff: Employee only = \$0 Employee+1 = \$22 Family = \$44	Co-pay/Deductible: \$20 co-pay for urgent care \$100 co-pay for ED Tier 2 deductible = \$250 Tier 2 out of pocket max = \$1,500 Employee contribution for part time staff: Employee only = \$0 Employee+1 = \$44 Family = \$88	Transition from an outdated health plan design to one that is in line with industry standards while reducing the per-visit cost for employee when treatment is delivered via the SVMHS preferred network. Maintains the rich benefit when using the secondary network for services not offered at SVMHS. Cost share for part-time employees consistent with industry standards. Copay for Urgent Care and ED is standard industry practice. It deters unnecessary ED visits and encourages employees to seek the appropriate level of care.
4. Leaves of Absence	Leaves of Absence (LOA) without pay; for non-work related injury or illness the contract allows for up to 6 months of LOA after exhaustion of sick leave. For work related injury or illness the contract allows for up to 2 years of LOA and modified work program for a period not to exceed 8 months.		Maintain "Leave without pay" provision allowing for exhaustion of sick leave before the 6 month timeframe commences. Maintain leave rights related to workers comp.	Limit leaves of absence to no more than six months in any rolling 12-month period, except to the extent required by statute. Work related Injury modified work program for up to 90 days.	Revises policy to reflect what is common in most workplaces, preventing excessively long Leaves of Absence that impact co-workers by causing staffing burdens.
5. PTO	PTO may be used for vacations, holidays, personal time off, or other excused elective absences.	Accrual of PTO hours based on years of service.	No change in accrual of PTO hours.	Gradually (over 3 years) move the accrual of PTO hours closer to market.	A phased in approach that will bring our PTO program – one of the most generous in the industry – more in line with other hospitals.
<i>Accrual</i>					
<i>Cap</i>	The maximum balance in the PTO pool is two (2) years accrual based on length of service. Accruals over that limit will be paid off to employees on a quarterly basis with an additional check on a normal pay period date.	Implementation of a PTO cap. The maximum balance in the PTO pool is two (2) years accrual based on length of service. If employees reach the cap, accruals will stop until the PTO bank drops below the maximum.			Parties agreed upon implementation of PTO cap based on the hospital's proposal.
<i>Cash-outs</i>	Current contract language allows for hardship cashout only.	Allow for annual elective cash-out of PTO time earned in the subsequent year.			Parties agreed upon PTO elective cashout provision based on the union's proposal.
6. Recognition	Neutrality: The Hospital recognizes the right of employees to unionize. Toward that end, the employer agrees to remain neutral and to insist that its management services contractor (if appropriate) will remain neutral in the event of a unionization attempt.		No change in neutrality language.	Right to Organize: The Hospital recognizes the right of employees to unionize. Toward that end, in the event of a unionization attempt, the Employer agrees that its communications with employees shall be factual and professional in nature.	Update language to allow for balanced communication from both sides.
7. Seniority	Seniority shall govern, completely or partially, in a range of scheduling, layoff and recall decisions.	Seniority will continue to be based on full-time, part-time and per diem status, and will continue to play a major role.	Rewrite seniority article, including provisions for call-off, call-back and floating.	Agree to general framework proposed by Union, with different language for specific provisions, including call-off, call-back and floating.	Updates and modifies seniority language to be consistent with current organizational structure and to efficiently allocate resources.
8. Strike or Lockout	There shall be no strike, slowdown or other stoppage of work.	Agreed except for "sympathy strike".	No change to contract language.	Change language to prohibit employee participation in "sympathy" strikes on behalf of other unions.	Protects the hospital against work stoppages or interruptions in services associated with strikes by unions other than NUHW.
9. Subcontracting	The Hospital will not subcontract any bargaining unit work currently performed within the Hospital prior to August 18, 2002, without express agreement by the Union.	Agree to most restrictions on subcontracting.	No change to current contract.	The Hospital will not subcontract any bargaining unit work currently performed within the Hospital subject to the following: A. The Hospital will not subcontract a Department within the bargaining unit without express agreement by the Union. B. The Hospital may determine that a specific task or duty can be more efficiently performed by outside vendors with specialized experience, but may only outsource the task or duty following notice to the Union and an opportunity to meet and confer.	While there are currently no plans to subcontract, we have an obligation as good stewards of public funds to provide the highest quality care in the most efficient way possible.