

RCHEA

May 2023 Newsletter

Hello members, we didn't do a newsletter in April as we had a general membership meeting. If you missed the meeting, please review the posted minutes.

To bring everyone up-to-date, early last year administration requested to only negotiate wage increases for our nursing staff, as that is what corporate was offering their other facilities. However, we felt that increases were necessary across the board for all our associates. We negotiated these increases and extended our contract (MOU) to June 30, 2023. The Association requested monthly meetings with administration to go over MOU for language updates to prepare for negotiations this year. Your negotiators have met with Administration at least monthly up to present and prepared our proposal. The proposal (see attached) has been combined with the proposal from administration. Most of our proposals were based on feedback from the survey that was sent to all members last year. In the last 2 weeks, we have met 3 times for an hour or two each meeting and our meetings are now scheduled once a week. We will meet and confer and hopefully agree on language before we move on to the next step in the process, which will be financials. We heard you loud and clear, that money is the number one priority especially with ever-increasing inflation and this part of negotiations is very timely as the percentage we will propose is based on numerous economic factors.

We will update negotiations progress when we have more information.

Your negotiating team is:

Michael Allen, Atty

Anna Marcelino

Lisa Denny

Librada Cardenas

Pat Van Horn

Upcoming: general membership meeting in July, special meeting in October for nominations to BOD, meeting for ratification when negotiations are completed.
Dates to follow

Consolidated Association and AHCL issues and proposals

Page 10 Preamble – hospital also includes clinic staff

**Change “the Hospital” to “AHCL Hospital and Clinics.
(Note are there any other ancillary facilities that should also be included?)**

To be added: MOU Supersedes Handbook Michael and Heather will work on language Example- “The terms of this MOU take precedence over the Employee Handbook. In the event of a conflict between the provisions of the MOU and employee handbook the MOU provision will prevail.”

Page 10 Article 1: Term of Memorandum

Length of contract 1 year – 6/30/23 to 7/1/24

Page 11 Article 2: Recognition

Medical Assistants should be listed as part of skilled medical technical unit.

Page 11 Article 3: Definitions

3.4 Hospital – Clarify that Clinics and Ancillary facilities are included.

Page 13 3.13 Registered Nurse Descriptions – Present MOU describes 4 steps is this being followed with Job descriptions and rates of pay steps for each level?

Page 14 Article 4: Association Rights

4.4 Communications

Line 7 All materials to be posted on said board(s) shall be initiated by an Association Board member. All communication will be posted on www.RCHEA.com website. Refer to 4/18/23 meeting

Line 14 by an Association Board member (Note change from only Association President to Association Board Member)

Page 15 4.5 Job Stewards

The Association will designate job stewards/union rep for the units covered by this Memorandum. We are suggesting we delete number of representatives as Association wants more representatives to spread representation work over a larger number of employees that works to the advantage of both Association and Management.

Page 15 4.7 New Employee Notice

A copy of this Memorandum will be posted on RCHEA Website = www.RCHEA.com Board Members and steward will have hard copies of the current MOU.

Ask Jackie - "the hospital shall provide the President of the Association with a master list of all employees and their classifications, rate of pay and FTE only a monthly basis.

Page 17 Article 5: Employee Rights

5.1 Personnel Files

(a) & (c) The Association and Management need to have a discussion about what constitutes a

criminal investigation and why Association Members are not privy to that information.

**Page 17 5.2 Performance Evaluations – Also note page 18
5.3 (d) needs revision and deletions.**

**Association and Management need to rewrite –
Evaluations are now done on the computer**

Page 19 5.3 Discipline, Notice and Hearing

**f. The Grievance Review Committee – This provision
needs to be discussed does the Association &
Management want a procedure and committee that
can be utilized in lieu of an arbitrator?**

Page 21 Article 6: Hours and Overtime

6.2 Types of Employment –

**(b) Refer to 4/18/23 meeting. Michael and Heather
to work on language (Example of possible language. “On a
Bi- Annual basis employee hours worked will be reviewed
to evaluate whether their hours of work are in alignment
with their type of employment described in Article 6.2
Discussion needed regarding current language regarding
Biannual Work review as it may be more of a problem on
not following the current MOU in the correct allocation of
types of employment for individual employees.**

**© Richard to get current list refer to 4/18/23
meeting**

**Page 22 6.2.3 (1) e Biannual Hours worked refer to
4/18/23 meeting. Heather will check on this issue
(see above types of employment)**

Page 23 Work schedules – 6.3 Page 23 6.3 WORK SCHEDULES -Seniority Refer to 4/18/23 meeting – Both Management and Association have been discussing Seniority issue in the context of who gets to take off Holidays and for Vacation scheduling. Seniority in this context refers to service time in a department. We need more discussion as to what is fair, and what would be the guidelines for employees and managers.

Page 25 6.6 Overtime Accrual and compensation
Address number of shifts and days in a row. This is both a patient & employee safety issue. We need more discussion and take a look at Labor Code. See topic 5 on management document.

Page 27 6.8 Standby

1. Controlled standby

- 1. An employee who is assigned by the Hospital to be on controlled standby will be paid. (Association & Management need to discuss what is currently being paid, and what adjustment makes sense)**

Page 28 6.8 Controlled Standby

5. Association is requesting 4 hour minimum. If associate is called in for an extra standby shift he/she should receive the extra shift bonus Note- Association Attorney is requesting all exhibits of the existing MOU

**Page 28 6.9 uncontrolled standby and Call Back
Requesting 2 hour minimum**

**Page 30 Article 7: Cancellations of shifts
7.4 Cross train in Lieu of Shift Cancellations
Add in Medical assistants and clinics Refer to
4/11/23 meeting**

**Page 31 Article 8: Pay and Allowances
8.4 Relief Supervisors
Nursing Supervisor's orientation module
(competencies). Is this being done?**

**Page 31 8.5 Bilingual Pay. (Lisa to respond regarding
clinic)**

Page 32 8.6 Retirement Plan

- 1. See on line resources**
- 2. September 2019? Hospital's retirement plan record keeper. What is this person's official title?**

- 1. Hospital's retirement plan record keeper?**

Page 32 8.7 Certification Bonuses

(b) Employee Certification Pay Practices rates were set in 2012 and have not been adjusted in 11 years.

**Page 33 All positions
June or July 2023**

Page 34 Article 9: Expenses and Materials

- 1. e 5 sets of scrubs at hire and one (1) set of scrubs every 6 months**

Page 35 Article 10: Health and Welfare

10.3 Malpractice/Liability Insurance - This insurance is provided by AHCL. The Association is asking for more information and employees want to know extent of coverage and whether it is necessary for them to purchase supplementary coverage.

10.5 Longevity Bonus Plan (Frozen after 1/1/05)

We would like to establish an incentive to keep our long term associates. Proposal would be to unfreeze this plan effective 7/1/2023 Would need to discuss appropriate initial hiring date to replace 1/1/2005 date.

Page 36 Article 11: Holidays

We would like to add six additional floating holidays as AHCL does not Cover Easter, Christmas Eve, New

Years Eve, Martin Luther King Day, Cesar Chavez State Holiday & Travel day before Thanksgiving.

Page 38 Article 12: Paid time off program

12.2 PTO Usage

(b) PTO Accrual rates to be updated - Richard to get these rates, refer to 4/18/23 meeting (again incentive to keep long term associates

Page 40 Article 13: Leaves of Absence

13.2 Bereavement Leave

5 days instead of 3 - Ongoing discussion with Management

Page 41 13.3 Jury Duty

Extend to “end of trial” We need to protect employees performing civic duty for the community.

Page 43 Article 15: Job descriptions and posting of job vacancies

15.1 To increase job duties this requires meet and confer and increase monetarily. Current language provides for meet and confer so this needs to be discussed in our negotiations.

Page 44 Article 16: Layoff and recall

16.1 Procedure – Examples of Good Faith reasons are needed Refer to 4/18/23 meeting

. Michael and Heather to work on language. Possible language as follows: “Good Faith reasons would include lack of work, lack of funds. Good faith requires consistent criteria for layoffs with transparency and respect for the employers workforce”

16.2 (e) eliminate denial of merit increase as exemption

16.3 (g) minimum 30 days notice of layoff

Page 46 Article 17: Extra Shift Bonus

17.1 An RN and other direct patient care associates whose job requires

Certifications, who pick up a shift above their regularly worked scheduled shifts

Will be compensated \$400 per 12 hour shift for RN’s and \$200 for Ancillary Staff.

Page 49 Article 18: Drug and Alcohol Policy

18.5 Specimen Collection Procedure

The Association has some questions: Is there a paper trail or is this done electronically?

Page 50 18.6 Testing Laboratory Procedures – Association requests we discuss the drug policy and testing during negotiations. Are test cut off levels appropriate for example.

1. (iv) (SAMHSA)

Page 51 Drug Initial test cut off Levels

Add Fentanyl

Alcohol 0.02 blood

Page 52 18.7 Medical Review Officer

Identity of MRO requested and what is criteria for selection?

AHCL documents of April 18th & May 11th noted below:

- **Communications – We are close to resolving with suggested language. Topic# 1 pg 14 MOU**
- **Topic #2- In process see AHCL document and Association proposals. MOU page 21**
- **Topic #3- Types of Employment and Per Diem . Need to update job codes. MOU page 21 Article 6.2.3 e1**
- **Topic #4- Biannual hours worked review- see Association proposal and note that Misty is working on this issue**
- **Topic #5- Cap on both days and hours worked consecutively- Notes indicate Misty is working on this issue. See Association commentary and page 23 MOU Note- Misty agrees that we should look to existing labor law & codes regarding consecutive hour & shifts.**
- **Topic #6 MOU page 23 More discussion needed for seniority by department, rotation of preferences and volunteers part of discussion.**
- **Topic #7 MOU page 30- Cross training in lieu of cancellation. Also need to check MOU provisions that were drafted before Clinics were a consideration.**
- **Topic #8 MOU page 37 11.5 See Association commentary regarding equitable Holiday scheduling.**
- **Topic#9 MOU page 38 time off without using PTO- Notes Indicate that Lisa & Anna will follow up on this issue. More**

discussion how this affects both Clinics and Hospital Staff. In addition discussion as to how this relates to present 160 hours PTO cap.

- **Topic #10 MOU page 38 PTO accrual rates new numbers need to be incorporated into successor MOU.**
- **Topic #11 MOU page 40- Number of Bereavement paid day off at issue. Association requesting 5 paid days off. Note many employers grant 5 paid off when out of state travel required or travel of more than set number of miles example in excess of 250 miles.**
- **Topic#12-Bereavement- What level of documentation?**
- **Topic #13 see Page 43 See Association suggestion regarding what constitutes “good faith” for layoff of staff.**
- **Topic #14 Page 46 Extra shift bonus- How does Stand by pay interact with extra shift bonuses?**
- **Topic #15 Page 64 6.4 c – Need to work regular scheduled shift before receiving in house registry pay.**
- **Topic #16 See Association language regarding MOU superseding employee handbook.**
- **Topic #17 MOU distribution flash drives, MOU link Association website.**
- **Topic #18- HR & Association have worked out process regarding final paychecks and procedures for termed employee. Heather does not want in MOU, but Michael is requesting at least a written policy protocol reflecting agreed upon protocol between Association representatives and HR.**

Just a reminder of your employee rights regarding meal and rest periods and that they are being provided in your department.

If you have a concern, please contact any union rep or send us an email in the "contact us" section on home page.

6.7 Meal And Rest Periods (a) Rest Periods: (1) Employees will be authorized and permitted to take a rest period not to exceed fifteen (15) minutes for each four-(4) hour work period or major fraction thereof (more than two (2) hours)." (b) Meal Periods: (1) Employees shall be provided with a duty-free meal period of at least thirty (30) minutes during each shift which exceeds five (5) hours. The duration of the meal period may be not less than thirty (30) minutes or greater than sixty (60) minutes and will be provided before the employee has worked more than five (5) hours and will be scheduled as near to the middle of the regular shift as reasonably possible. If the employee works more than ten (10) hours, a second (2nd) meal period will be provided before the employee works more than ten (10) hours. If an employee is required to return to work during the meal period, the employee shall be paid for the time worked during the meal period. If meal is less than thirty (30) minutes, the time is hours worked and there is no deduction made. Meal periods may be waived under certain specific circumstances.