

## RCHEA Proposal for a Successor MOU Draft 3.0

- 2-year MOU Term - July 1, 2025- June 30th, 2027.
- Clarify that standard shifts are 7AM to 3PM, 3PM to 11PM, and night shifts are 11PM to 7AM. Weekend language **including Sunday night**, may need discussion and clarification.
- Article 3.9 Reinstate Merit Increases at time intervals defined during negotiations of the successor MOU.
- Article 3.12 Discussion and clarification needs to occur for definition and usage of the following terms: Temporary employee, Per Diem Employee, & “Corporate Float”
- Article 3.13 RN Job descriptions, Clinical ladder, and pay ranges need to be discussed and modified based upon outcome of MOU negotiations. **Clarify the difference between charge lead, clinical lead and pay scales. Cap on lead nurse patients (no more than 2 patients)**
- Article 4 Association Rights-4.1 add language- Any new or proposed changes to Association Members Job Titles/Job Classification and/or Job Description will not be implemented without discussion and agreement between Management & Association. 4.3 Clinic employees will be given space apart from patient care areas for rest and lunch breaks, and Association informational meetings. 4.4 Communication issues need to be discussed to improve and facilitate orientation of new employees, and ongoing communication with Association Members.
- Article 6- Hours and Overtime & Types of Employment should be current with present practice and nomenclature. An example being use of “Corporate Floats” Procedures for clocking in and out of work should be discussed for certain job classifications, and for those employees who clock out remotely.
- Article 6.1 (b) Reinstate the 6 minute tardy cushion time interval.
- Holiday & Weekend Scheduling (including Sunday night) needs to be discussed as procedures and methodology are not consistent or perceived as fair to all employees. Employees only get holiday pay for half the shift but often miss the entire holiday
- Association has questions and who maintains seniority lists for all employees and departments. What is considered a break in service, and what are ramifications? Meals and Rest periods are continuing issues for all patient care staff that need discussion and change. Assignment of overtime is

perceived as not standardized or administered fairly and needs to be discussed at the bargaining table.

- Staff and Management continue to be confused in administering Controlled and Uncontrolled Standby. Association is proposing that there be just one category of “Standby” with language and definition that is user friendly for both Management and Employees.
- Breaks & Meal Periods for 8 and 12 hour shifts for Nursing patient care staff need to be discussed both regarding MOU language and actual practice and administration in the Hospital and Clinics.
- Article 7- Needs through discussion of present practices and concerns of nursing staff. Call off voluntary cancellation of shifts, & involuntary cancellations need better record keeping and documentation by each nursing care unit with incentives for volunteers.
- Article 8- Pay and allowances as follows: For all represented job classifications 10% the first pay period of July 2025, 5% first pay period of April 2026, and 5% the first pay period of January 2027. **(to also include increase to night and evening shift differentials)**
- Employees designated to train newly hired staff will receive \$10.00 per hour additional compensation for each daily hour(s) of training provided. Clarify what is preceptor pay. Is it different for classifications? Employees should be eligible for preceptor pay when training new staff, students, and precepting students. **Also, in regard to classifications, Lead nurses should also get an increase in pay.**
- Represented Employee Pay Ranges should have additional pay steps beyond current maximums for all classifications to encourage employee retention.
- Discussion of sign on bonuses and placement on salary range need to be discussed as new hires should not be unfairly advantaged over incumbent employees. In addition, current employees who train, or transfer to another department should be compensated appropriately.
- Article 8.5 Bi-Lingual Pay designations and compensation requires discussion regarding administration and appropriate pay practices. Increase to at least \$1.00 extra an hour after certification received.
- Article 8.6 Retirement - Increase employer contribution. Example-50% of the first 10% of the employees paycheck.
- Bonus Payments and Retirement Benefits have been identified in staff surveys as unsatisfactory and unfair. The Association will make proposals

after discussion at Bargaining Table with Management. In particular the takeaway and cessation of the bonus payments has angered and discouraged your most loyal long-term employees hired after the cessation of the Bonus Payment Plan. **Emergency RNs should receive two dollars (\$2.00) for each hour worked to maintain their MICN certification. Part-time employees should receive the same bonus as full-time employees due to them having to have the same certificates.**

- Article 9- Professional occupations that require state certification are requesting CEU courses to be provided by the Employer at no cost to the employees. Increase education/tuition reimbursement.
- Article 9.1 e. The hospital will provide uniforms as follows: **Employees working in a rural health clinic and hospital departments will receive five (5) sets of scrubs at hire and 1 set every six (6) months thereafter or provide a stipend.**
- Article 10- Health & Welfare benefits- Improvements to Health & Dental Plans will be proposed as we gather more information from workforce. One egregious example is that local dentists do not accept the Adventist Dental Plan as payment for services. The Adventist dental clinic does not accept the Adventist dental plan for payment. **Due to lack of specialists or having to wait months to get an appointment with a specialist, employees are having to go out of network and pay out of pocket. Eliminate all co-pays.**
- The Longevity bonus plan (10.5) has been frozen (has been frozen- take out) for 20 (space) years and is causing morale problems for your long-term employees hired after the freeze was implemented. **To show appreciation to our long-term employees and increase morale it would be beneficial to reinstate the long term longevity bonus.**
- Articles 11 & 12- Provide 12 additional Paid Holidays with recognition that Martin Luther King Holiday & Veterans Day Holiday should be honored and celebrated with time and one half payment for those employees required to work those recognized holidays. The 10 additional Holidays will be added to total accrual hours for the existing PTO program. The Cash out of hours limitations should also be discussed at the bargaining table. In terms of Administration the RCHEA membership is asking for more transparency and explanation of each individual accounting for PTO accrual and usage. Increase PTO accrual to 5%. Remove prorated PTO language; instead include language that says PTO accrual for “full time” per pay period, NOT 40

hours pay period. Change to (3) 12-hour shift employees. Develop PTO bank for OT shifts at time and half. PTO should be allowed to be utilized when requesting holidays off. Allow employees to take a day off if no PTO is available.

- Article 12.3 Vacation schedules – management will respond to requests with approval or denial in 7 days, along with justifications for denial.
- Article 13- Leaves of absence- We may need discussion of Extended Illness Time- Association is not sure employees and new hires understand the program requirements and documentation procedures. Increase accrual by 5%.
- **Sick leave, Kin care and handbook should be discussed and incorporated. Also, “occurrences” need to be discussed.**
- Article 13.1 Include siblings. Access EIT at 200 hours instead of 300. Remove for their own sickness. Be able to use it when flexed due to providers being absent.
- Article 14- Safety for all employees and patients has the highest priority. An in-depth discussion at bargaining table will be helpful as the Association gathers more information. Workplace bullying and perceived harassment need further dialogue (examples are video surveillance, security not always available, unlocked doors, visitors check in, charge nurse taking high acuity patient assignments, 5150 pats admitted to Med/Surg, list of potential sitters/attendants, Matrix used to account for patient acuity. Review responsibilities for Lead nurse, be able to check patient’s belongings for unsafe items. Management should keep HRP’s (Radars) confidential. **Our Hospital Staff is facing increased pressure to admit from admin leading to increased immediate/urgent ICU transfers and premature ICU to med/surg status. We don’t want our concerns to be misinterpreted as Hospitalist’s not being able to defend their position professionally. Employees who do not feel safe, have not been trained or who do not have access to charting will not be sent to another department to fill in. Parking security and liability for employees.**
- Article 15- The Association is proposing that there be a Nursing Practice Labor/ Management Committee composed of RN & LVN Nursing Staff meeting with Nursing Management on a Monthly basis. Ancillary Staff may participate on issues that require their input and information. There have been concerns about the administration of posting for new positions or job

assignments. Those issues can be addressed in bargaining, and with ongoing dialogue in the Nursing Practice Committee.

- **There should be a lead nurse position posted. (As it is right now staff are given the lead position without applying for it.)**

- Article 16- Questions regarding who in Management is responsible for ongoing maintenance and creation of seniority lists, and administration of any reduction in force during the term of this agreement. Discuss language.

- 16.2 (i) Change junior employee to less senior employee. Discuss layoff order.

- 16.2 (c) cut and paste under 16.5 pg. 45 under Restoration.

- 16.6 pg. 46) Health Plan -change coverage to 18 months (COBRA).

- Article 17- **The Amount of adjusted increased compensation for extra shift bonuses and eligibility will be proposed by the Association as we continue to gather information from the affected represented classes who receive these bonuses. It is possible that additional job classifications may be added as we discuss this issue at the bargaining table or gather additional information from the workforce. Can we include CSP in this policy? Review language.**

- Articles 18 through 23- May remain status quo, but subject to additional dialogue and bargaining if the Association and/or Management identifies a need for change or modification.

**Information request:1. How much is paid for Corporate Floats? Both Individually per shift and annual aggregate amount. 2. Employees are asking what methodology is used in proposing our overall job classification wage scales. Geographically? Industry Standard? Indian Clinics? Sutter facilities in Lake County? Adventist Facility in St. Helena?**

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