

# Brius Healthcare – Novato Healthcare Center

# **BARGAINING UPDATE**

MARCH 24, 2017

## **WE'VE REACHED MORE AGREEMENTS**

Our bargaining committee reached six agreements on March 22.

These agreements will go into effect once we complete bargaining and approve our contract.

**TRAINING AND ORIENTATION:** Anyone who does training, including having a new employee shadow, will get an extra 50 cents per hour. Management will use our best workers to train and will provide training standards and materials to us upon request.

**SHOP STEWARDS:** We will elect one shop steward for every 20 workers. Stewards will have some paid time to help us enforce our contract.

**WAGES AND PAYDAYS:** All pay stubs will have sick and vacation accruals. If we work in a higher-paying classification (like RNA) for at least four hours, we get paid the RNA rate. Management also agrees to fix paycheck errors above \$50 within five business days.

**LEAVES OF ABSENCE:** We will be able to use our contract to force the employer to follow leaves of absence laws.

**SUCCESSORSHIP:** If Brius sells or leases our facility, they will give our union 90 days notice and tell us who is taking over the facility so we can begin to bargain with the new owner right away.

**PROBATION:** The probationary period will be 90 days. If someone is dismissed from probation, management must tell our union why. Workers who transfer will have a shorter probation and may be able to return to their previous job if the new job doesn't work out.

## **OTHER IMPORTANT ISSUES WE DISCUSSED**

**VACATION SCHEDULING:** Our committee informed management that managers are telling employees that we must find our own replacements for vacations even with proper notice. The administrator made it clear this is not how Novato should work. **Workers who give advance notice of vacation requests are not responsible for finding a replacement once vacation has been approved.** We also raised the issue that some managers have told us that we cannot take vacations, and the administrator said she would look into it.

**ANNIVERSARY RAISES:** Our committee asked the administrator again about our anniversary raises. The administrator doesn't know if we've had anniversary raises in the past.

## **UPCOMING BARGAINING SESSIONS**

April 13 • April 27 • May 15 • May 24 • All sessions begin at 10 a.m.  
NUHW office • 5801 Christie Ave, Ste 525, Emeryville • All members welcome!

*For more information, please contact NUHW Organizer  
Alex Early at 617-816-4260 or [aeearly@nuhw.org](mailto:aeearly@nuhw.org).*

**NUHW**

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# BRIUS HEALTHCARE – NOVATO HEALTHCARE CENTER

Here are most of the areas where we have not reached an agreement.

TOPIC	UNION PROPOSAL	BRIUS PROPOSAL
<b>Starting Wages</b>	Between \$14.25-\$28.25 per hour depending on job class; CNAs would start at \$16 per hour.	Between \$11.08-\$27 per hour depending on job class; CNAs would start at \$14 per hour.
<b>Annual Wage Increases</b>	4% every year for three years.	1% every year for three years.
<b>Medical Insurance</b>	We pay only 10% of our premiums and 50% of premiums for our spouses and children. Management can't change our plan during the contract.	We pay 35% of our premiums, 55% of our children's premiums, and 100% of our spouse's premiums. Management can change our insurance plan at any time.
<b>Dental and Vision Insurance</b>	We pay 10% of our premiums and 50% of our family premiums.	Employees pay 100% of all costs.
<b>Holidays</b>	Add Martin Luther King Jr Day and President's Day to our existing holidays.	Keep the same holidays we have now.
<b>Vacation</b>	1-5 weeks of vacation per year depending on years of experience.	1-3 weeks of vacation per year depending on years of experience.
<b>Sick Leave</b>	Between 6-8 days per year; can use any days you accrue.	Accrue 6 days per year, but can only use 3.
<b>Shift Length</b>	8 hours	7.5 hours
<b>Break Length</b>	15 minutes	10 minutes
<b>Overtime</b>	No mandatory overtime	Can require mandatory overtime, but will account for second jobs and child care obligations
<b>Scheduling</b>	When possible, a fixed schedule with two consecutive days off.	When possible, two consecutive days off each week - nothing in writing about a fixed schedule
<b>Workload and Staffing</b>	Strict staffing requirements based on department and job title. Requirements that the employer calls in more workers if we're short.	Management will distribute workload equitably, but cannot be held accountable via the grievance procedure. If management needs to add staff, management will follow a process to do so - but we cannot file grievances if they fail to follow the contract.
<b>Temporary Employees</b>	Temporary employees are allowed, but management should try and use full-time employees whenever possible.	No restrictions on using temporary employees. No required effort to use full-time employees whenever possible.
<b>Shift Cancellation</b>	Shift cancellation can only happen if we have enough staff to get all of the work done.	Management can cancel our shifts for any reason, but agrees to a process to cancel shifts based on seniority and being full time, part time, or on call.
<b>Strikes and Lockouts</b>	We agree not to strike, but keep the right to demonstrate if there is a problem, as long as we try and solve the problem with management before demonstrating.	Brius wants us to agree to not use our legal rights to demonstrate if there is a problem in our facility.
<b>Bereavement Leave</b>	Three days with pay for employees with at least one year at the facility. Can use vacation to take more leave.	No paid bereavement leave, but we can use our vacation instead.
<b>Jury Duty</b>	Up to five paid days per year	No pay for serving on a jury.