

Keck-Norris Hospital Revised Last Best & Final Summary

The following is a summary of Keck's Medicine of USC's Revised Last Best and Final Proposal to our union, as communicated on 12/16/24. It begins by (1) describing the revisions that the employer offered from their previous LBF, (2) noting where the union and the employer did not reach agreement, (3) noting where the parties did reach agreement contingent on not issuing a strike notice, and (4) where a Tentative Agreement was reached.

*By a majority vote your **Keck-Norris Bargaining Committee now recommends to ACCEPT THE COMPANY'S PROPOSAL** (51 votes to approve, 36 to reject).*

1. Revisions to LBF from employer

The following revised position was emailed by the employer on December 13:

- Article 13 – Removal/withdrawal of Section 13.18 Economic Impact Reopener
- Side Letter on Departments that Have Changed Bargaining Units – Add the following bullet point:
 - Imaging floating restrictions. Notwithstanding Article 12, the floating of Employees between inpatient imaging and outpatient imaging (HCC2 Imaging and PET Center) shall only occur when necessary to meet patient care demands, including to ensure continuity of care and/or to avoid unnecessary delay. Prior to any such floating, and where doing so will not result in unnecessary delay, the Employer will offer overtime and/or extra shifts to the Employees regularly assigned to the area requiring additional assistance.
- Ratification Proposal – Transplant LVN classification discussion modified from to be within 6 months to within 3 months of ratification.

On December 16, the employer communicated that they were in agreement to include CVTI in the "Imaging floating restrictions" paragraph.

2. Articles that did not reach agreement

These Articles have no explicit or contingent agreement to them.

Compensation: Article 13 and Ratification Proposal: WAGES

KECK LAST BEST AND FINAL:

- Average increase of 24% across all 3 years. Employer proposal contingent on not receiving strike notice and states that if a strike notice is issued they will revert to a lower wage scale and 0% minimum increase.
- After ratification: Wage scale based on experience effective after ratification, minimum increase of 2.5% and maximum of 15%. FT & PT employees receiving minimum of 2.5% would also receive a 1.5% bonus.
- July 2025: Year 2 wage scale based on experience. Scale increases by \$1 or more, minimum increase of 2.5%. FT & PT employees receiving minimum of 2.5% would also receive a 1% bonus.
- July 2026: Year 3 wage scale based on experience. Scale increases by \$1 or more, minimum increase of 2.5%. FT & PT employees receiving minimum of 2.5% would also receive a .5% bonus.
- PD rates tied to 5th year step
- Standby Pay, increases for some rates, most stay same

Keck-Norris Hospital Revised Last Best & Final Summary

Compensation: Article 13 and Ratification Proposal: RATIFICATION

KECK LAST BEST AND FINAL:

- Employer proposal contingent on not receiving strike notice and states that if a strike notice is issued they will withdraw all of the below.
- FT: \$2600 one-time bonus, \$750 bonus for employees making \$40, \$750 bonus for employees with 15 years or more of seniority.
- PT: \$1450 one-time bonus
- PD: \$800 one-time bonus
- 10 FT Respiratory Therapy positions to be posted

Time Off: Article 14 and Side Letters

KECK LAST BEST AND FINAL:

- Agreement on Article 14 language. Establishes two-bank system except as described in sideletter, maintains Winter Recess.
- Employer proposal for side letter contingent on not receiving strike notice and states that if a strike notice is issued they will withdraw the sideletter.
- Current employees keep one-bank system, unless they choose to move to two-bank system. No change in accruals. One-bank employees would not receive Holiday Pay.

Benefits: Article 15 and Side Letters

KECK LAST BEST AND FINAL:

- Employer proposal contingent on not receiving strike notice. Maintains free HMO, but states that if a strike notice is issued they will withdraw the commitment to maintain a free/no-premium healthcare option and payment in lieu of benefits, and withdraw ratification sideletter on retirement benefits.
- In ratification sideletter, agrees to cost controls and negotiations over any new free plan, and right to strike mid-contract if there is no agreement.
- In ratification sideletter, that before retirement benefits are changed parties will negotiate, and right to strike mid-contract if there is no agreement.

Term: Article 34

KECK LAST BEST AND FINAL:

- Contract to expire June 30, 2027

Side Letters

KECK LAST BEST AND FINAL:

- Surgical Tech Sideletter: remove reference to the 2018 transition from 10 to 12 hour shifts or 2018 sideletter regarding being paid on 40 hour basis.
- PCT Sideletter: grandfather 16 named PCTs who do not have a CNA certification until June 2026. Grandfathered PCTs have right to change shifts within their unit.
- Departments that change BUs: before floating between inpatient and outpatient imaging employer must offer overtime and additional shifts to employees in the departments requiring additional staff
- IOM Sideletter: reject reclassification to a higher paid IOM position, reclassify instead to IOM (Certified).

Keck-Norris Hospital Revised Last Best & Final Summary

3. Contingent Agreements

Keck agrees with the union's last proposal but only if there is not a strike. Keck states that if a strike notice is issued they will return to their previous takeaway positions.

- **Article 1, Recognition.** Includes outpatient imaging, transplant clinic, and newly organized departments into Hospitals contract. If strike notice is issued, employer's previous position excludes newly organized departments (Norris Maintenance and Pasadena Lab) from contract.
- **Article 2, Union Representation.** Clarifies members' right to meet with union rep in facility and break rooms. If strike notice is issued, employer's previous proposal would ban union reps from break areas.
- **Article 5, Job Vacancies and Posting.** Adds physical posting area for job vacancies and ensures that employees on vacation or leave can apply to open positions. If strike notice is issued, employer's previous proposal would remove seniority-based preference in hiring for current employees applying for open positions.
- **Article 10, Discipline.** Additional language for union representation through an EEO-TIX investigation. If strike notice is issued, employer's previous proposal would remove the 12-month disciplinary sunset.
- **Article 11, Hours of Work, Overtime, and Scheduling.** Language to protect Monday- Friday schedules, and new language on PCT confirmations of additional shifts. Employer to make a good-faith effort to grant the employee's request to work additional hours.
- **Article 12, Floating.** Improved language states that if a department is going to float a PCT, a float-pool PCT will float first. If strike notice is issued, employer will revert to previous proposal.
- **Article 16, Holidays.** If strike notice is issued, employer will revert to only one shift being eligible for Holiday Differential for each holiday.
- **Article 22, Subcontracting and Subcontracting Side Letter.** Maintain ban on subcontracting through side letter, clarifies language that work normally performed by members can not be subcontracted. If strike notice is issued, employer will revert to proposal to have full right to subcontract any department.
- **Article 24, Work Stoppage.** If strike notice is issued, employer will revert to proposal to ban info picketing and public leafleting during life of contract.
- **Article 28, Vacation Scheduling.** Annual vacation scheduling changed to Oct-Dec for the following year's requests. Guarantee of seniority-based vacation requests and response within 2 weeks of vacation request. If a vacation request is granted but an employee unexpectedly does not have enough PTO to cover because of call-offs or unscheduled sick/leave, up to 2 weeks of unpaid time off will be granted. If strike notice is issued, employer will revert to previous proposal.

4. Tentative Agreements

- **Preamble.** Clarified definition of the Employer.
- **Article 3, Employee Status.** Full-time, part-time, per-diem, and temporary employee employment status definitions. Improved protection for part-time and per diem Employees from reductions in hours to prevent a new full-time or part-time position from being posted.
- **Article 4, Seniority, RIFs, and Recall.** Clarified language on including years of service at another USC Facility and more clarifying language on layoff and recall processes.
- **Article 6, Non-Discrimination and Harassment.** Language has been improved by clarifying who is protected from discrimination and harassment and that Employees have access to Article 9 (Grievance Procedure).

Keck-Norris Hospital Revised Last Best & Final Summary

4. Tentative Agreements (continued)

- **Article 7, Union Non-Discrimination.** Status quo. Protections for Union concerted activities.
- **Article 8, Committees for Quality Care and Working Environment.** Improved language to include “supplies” and “equipment.” Additionally, the committee composition improved by having clear language of the number of representatives in this committee.
- **Article 9, Grievance Procedure.** Grievance timeline has been significantly reduced. Employer has to respond to a second-step grievance meeting request within 14 calendar days, not 30 calendar days, and the time frame for the Employer to respond to the second grievance was improved from 30 calendar days to 14 calendar days.
- **Article 17, Health and Safety.** Language to clarify that health and safety issues can be raised in Quality Care Committee.
- **Article 18, Education & Training.** Tuition reimbursement benefits remain status quo. Mandatory education now includes online option, if required by Management, for certification, licensure, or respective renewals. Improvements for Patient Care Assistants when their certification is delayed. Improvements to provide opportunities to Employees when they request additional skills training. Management will make reasonable efforts to provide such training.
- **Article 19, Leaves of Absence.** Guaranteed five days off for Bereavement Leave. Three days are paid, and the other two days can be paid from Sick/Vacation/PTO.
- **Article 20, Successorship Protection.** Status Quo.
- **Article 21, Management Rights.** Status Quo.
- **Article 23, Union Security.** Status Quo.
- **Article 25, Notices to the Parties.** Updated language, current addresses.
- **Article 26, Savings Clause.** If any part of the contract contradicts law, both the Union and Employer will meet to attempt to bargain over the clarifying language to preserve the same standards.
- **Article 27, Entire Agreement.** The Union and Employer agree to meet and confer if the Contract does not cover any other issues. Both parties must fully agree to any changes.
- **Article 29, Employment & Income Security.** Status Quo
- **Article 30, Bargaining Unit Work.** Status Quo
- **Article 31, Uniforms.** Improved language by providing uniforms for each day the Employee is regularly scheduled to work per week and ensuring that uniforms can be replaced due to normal wear and tear or damage due to work duties. Additionally, Employees will be permitted to wear their own clothing or outerwear that is consistent with the dress code requirements.
- **Article 32, Meal & Rest Periods.** Status Quo.
- **Article 33, Parking.** Employer agreed to maintain free parking for members. If a member cannot find parking in Valley lot, they may call on parking attendant for valet or stacking free of charge. Language about shuttle service and security for night parking was added. If there are any more available free parking spaces in the future, a fair bidding process for future free parking spaces will be used.