

BARGAINING UPDATE

July 12, 2022

In our third contract negotiation session on Monday evening, we were once again joined by our colleagues from the San Mateo and San Francisco branches. We're all in this fight together!

We made two proposals:

- o **Jury Duty:** This proposal would establish that full-time and part-time employees are paid their base wage rate when serving on a jury.
- o **Grievance Procedure and Arbitration:** This proposal would establish the basic procedure that we can use to hold management accountable if and when they violate our contract, the law, or any of their own policies.

We also made four counterproposals:

- o **Preamble:** We're fairly close to agreement and it's just a matter of finessing a few words.
- o **No Discrimination:** We're very close to agreement on this item, which establishes a prohibition on discrimination based on various categories/ characteristics.
- o **Employee Evaluations:** We rejected management's proposal that annual employee evaluations may be used for discipline; we maintained that evaluations should be non-disciplinary and not grievable.
- o **Savings Clause:** We are close to agreement; this section establishes that, if any part of the contract is ever found to be unenforceable or contrary to law, the rest of the contract holds.

Management also gave us three counterproposals:

- o **Seniority and Introductory Period:** Management's proposal today mostly agreed with us on the basic rules for seniority, except for the conditions that would cause the loss of seniority—on that, we have some disagreement. We're fairly close on the probationary period of either 3 months or 90 days, but management is proposing that they should be able to extend a new employee's probationary period both without limit and at management's sole discretion.
- o **Employee Categories:** Management agreed to the basic categories of employees (full-time, part-time, short hour, per diem, temporary, limited term), but would not agree to simple language stating that full-time and part-time employees shall receive benefits, while short hour and per diem employees shall receive a differential in lieu of benefits.
- o **Management Rights:** Management countered our proposal for a basic, simple declaration of management rights with a much more expansive statement. They also would not agree to basic language codifying their legal obligation to bargain with us over any changes to wages, benefits, or working conditions, even though this is what the law requires.



“Over 40 of us showed up for negotiations. That really sent management the strong message that we are all united and paying close attention to what’s going on. We came prepared with responses on almost every single item in our court, and some new items too. But management gave us only three counterproposals. There are still more than a dozen proposals that we have put on the bargaining table that they haven’t responded to. It’s starting to feel like they’re not preparing or taking these negotiations very seriously.”

JJ BONDOC
PHYSICAL THERAPIST
CONCORD/ALAMEDA

continue reading on the other side

NEXT BARGAINING SESSION

Monday, July 25 at 4 p.m.

Zoom link:

<https://us02web.zoom.us/j/81470761679>

All NUHW members are encouraged to attend.

*For more information, contact NUHW Organizer Mateo Rebecchi at
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