

SUMMARY of TENTATIVE AGREEMENTS

(Service/Technical, Business Office Clerical, and Professionals)

06/15/23

The Tentative Agreements reached on morning of 6/15/23 for all 3 contracts are summarized below.

- **Contract durations**

- BOC: May 1, 2022 to April 30, 2025.
- Service/Tech: May 1, 2022 to April 30, 2025.
- Professionals: September 1, 2022 to August 31, 2025

- **Across-the-board wage increases**

- BOC:
 - July 10, 2022 (retroactive): 5%
 - July 9, 2023: 4%
 - July 7, 2024: 4%
- Service/Tech
 - May 1, 2022 (retroactive): 5%
 - April 30, 2023 (retroactive): 4%
 - April 28, 2024: 4%
- Professionals
 - First pay period in October 2023: 5%
 - First pay period in July 2024: 4%
 - First pay period in July 2025: 4%

- **Market adjustments (additional wage increases)**

- *All of the below increases are in addition to the across-the-board raises listed above.*

Job title	Bargaining unit	Market adjustment
Central Processing Tech I	Service/Tech	1 additional step added to the wage scale (at 4 years, with a 2% increase) (effective 4/30/23)
Central Processing Tech II	Service/Tech	1 additional step added to the wage scale (at 4 years, with a 2% increase) (effective 4/30/23)
Cook	Service/Tech	5 additional steps added to the wage scale (at 4, 6, 8, 10, and 12 years, with 2% increase at each step) (effective 4/30/23)
Dishwasher	Service/Tech	1 additional step added to the wage scale (at 7 years, with a 2.5% increase) (effective 4/30/23)
ECG/Holter Tech	Service/Tech	6% raise (effective 4/30/23)
Food Service Worker	Service/Tech	1 additional step added to the wage scale (at 7 years, with a 2.5% increase) (effective 4/30/23)

Head Housekeeping Aide	Service/Tech	Adjust rate to \$3 above Housekeeping Aide (effective upon implementation of the agreed-upon Housekeeping rebid)
Interpreter/Translator	Service/Tech	<ul style="list-style-type: none"> •1 additional step added to the wage scale (at 13 years) (effective 4/30/23) •Adjust rate to \$2.50 above Medical Interpreter (effective 4/30/23)
LVN	Service/Tech	1 additional step added to the wage scale (at 7 years, with a 2% increase) (effective first pay period following ratification)
LVN – IV-certified	Service/Tech	1 additional step added to the wage scale (at 7 years, with a 2% increase) (effective first pay period following ratification)
Medical Assistant	Service/Tech	<ul style="list-style-type: none"> •1% raise (effective first pay period following ratification) •1% raise (effective April 28, 2024)
Medical Interpreter	Service/Tech	1 additional step added to the wage scale (at 13 years, with a 3% increase) (effective 4/30/23)
OR Tech	Service/Tech	3.5% raise (effective 4/30/23)
OR Tech Trainee	Service/Tech	3.5% raise (effective 4/30/23)
Ortho Tech I	Service/Tech	15% raise (effective 4/30/23)
Ortho Tech Lead	Service/Tech	Adjust rate to \$6.00 above the rate of Ortho Tech I (effective first pay period following ratification)
Patient Care Assistant	Service/Tech	1 additional step added to the wage scale (at 6 years, with a 2% increase) (effective first pay period following ratification)
Pharmacy Technician I	Service/Tech	3% raise (effective 4/30/23)
Pharmacy Technician II	Service/Tech	3% raise (effective 4/30/23)
RCP Transport	Service/Tech	Adjust rate to 10% above RCP II (effective first pay period following ratification)
RCP Transport Trainee	Service/Tech	<ul style="list-style-type: none"> •1% raise (effective first pay period following ratification) •1.5% in year (effective April 28, 2024)
Resp Care Practitioner I	Service/Tech	<ul style="list-style-type: none"> •1% raise (effective first pay period following ratification) •1.5% in year (effective April 28, 2024)
Resp Care Practitioner II	Service/Tech	<ul style="list-style-type: none"> •1% raise (effective first pay period following ratification) •1.5% in year (effective April 28, 2024)
Stores Clerk	Service/Tech	2 additional steps added to the wage scale (at 5 and 7 years, with a 2.5% increase at each step) (effective 4/30/23)
Ward Clerk	Service/Tech	1 additional step added to the wage scale (at 6 years, with a 2% increase) (effective first pay period following ratification)

Child Life Specialist 1	Professional	<ul style="list-style-type: none"> •2% raise (effective first pay period following ratification) •1% raise (effective first pay period in July 2024) •1% raise (effective first pay period in July 2025)
Child Life Specialist 3	Professional	<ul style="list-style-type: none"> •2% raise (effective first pay period following ratification) •1% raise (effective first pay period in July 2024) •1% raise (effective first pay period in July 2025)
Marriage and Family Therapist (MFT)	Professional	Adjust wage scale from PR8 to PR9
Mental Health Team Leader (with Psychologist licensure)	Professional	Set wage scale to PR13
Music Therapist 1	Professional	3% raise (effective first pay period following ratification)
Pharmacist 2	Professional	2 additional steps added to the wage scale: <ul style="list-style-type: none"> •at 15 years, with a 1% increase •at 20 years, with a 1.5% increase
Pharmacist 3	Professional	2 additional steps added to the wage scale: <ul style="list-style-type: none"> •at 15 years, with a 1% increase •at 20 years, with a 1.5% increase

• **New job classifications added into our union contracts**

Job title	Bargaining unit	Market adjustment
CPD Instrument Coordinator	Service/Tech	<ul style="list-style-type: none"> •The Hospital recognizes this classification as being in the NUHW Service/Tech unit. •Set wage scale at new rates (already implemented)
Hearing Aid Coordinator	BOC	<ul style="list-style-type: none"> •The Hospital recognizes this classification as being in the NUHW BOC unit. •Set wage scale at B5 (already implemented)
Ergonomic and Employee Health Coordinator	Service/Tech	<ul style="list-style-type: none"> •The Hospital will voluntarily recognize this classification as in the NUHW Service/Tech unit so long as nothing in the law prohibits it, and shall do so within 14 days of ratification. If the classification is recognized as being in the Union, the parties shall commence negotiations of wages, benefits, and working conditions within 14 days of recognition.
Acupuncturist/Acutherapist	Professional	<ul style="list-style-type: none"> •The Hospital recognizes this classification as being in the NUHW Professional unit. •The parties will begin negotiations over wages, benefits, and working conditions within 30 days of ratification.
Bereavement Services Coordinator	Professional	<ul style="list-style-type: none"> •The Hospital recognizes this classification as being in the NUHW Professional unit.

		<ul style="list-style-type: none"> •The parties will begin negotiations over wages, benefits, and working conditions within 30 days of ratification.
Chaplain	Professional	<ul style="list-style-type: none"> •The Hospital recognizes this classification as being in the NUHW Professional unit. •Set wage scale at PR21. •Each employee is placed on the scale at whatever step provides an increase. •The parties will negotiate over additional terms and conditions.
Lead Chaplain	Professional	<ul style="list-style-type: none"> •The Hospital recognizes this classification as being in the NUHW Professional unit. •Set wage scale at PR5. •Each employee is placed on the scale at whatever step provides an increase. •The parties will negotiate over additional terms and conditions.
Physical Therapy Assistant 2	Professional	<ul style="list-style-type: none"> •The Hospital agreed to create this new classification in the NUHW Professional unit. •Set wage scale at PR24. •This is a new job title that did not exist previously. •There will now be a clinical ladder for Physical Therapy Assistants, who can attain level 2 status when they meet the criteria.
School Program Coordinator	Professional	<ul style="list-style-type: none"> •The Hospital recognizes this classification as being in the NUHW Professional unit. •Set wage scale at PR7. •Each employee is placed on the scale at whatever step provides an increase.

- **Clinical Ladders (*Professionals*)**

- Clinical Ladder 3s
 - In our last contract, the Hospital maintained control over promotions to level 3 of the various clinical ladders. They were required to post at least 1 level 3 position for each ladder (but only if someone met the criteria to become a 3). They basically treated this minimum like a maximum and generally posted only 1 position when they were required to. They were also required to post a level 3 position when an employee at level 3 retired or resigned.
 - In any case, employees at level 2 who met the criteria for level 3 would often have no path toward promotion.
 - In our new contract, when an employee at level 2 of a clinical ladder meets the criteria for level 3 **and** has 7 years of continuous service at CHO, that employee **shall**, within 60 days, be promoted to level 3.
- Changes to specific clinical ladders
 - *Our new contract will contain changes to the following clinical ladders. (See the attachments for specific details on each clinical ladder.)*
 - Child Life Specialists

- Psychologists
- Pharmacists
- Music Therapists
- Certified Diabetes Care and Education Specialists
- Physical Therapist Assistants

- **Job security / successorship / keeping services in the East Bay (*Service/Tech* and *BOC* and *Professionals*)**

- If there is going to be a merger, sale, affiliation, consolidation, relocation, closure, expansion, or other transfer of ownership or operation of the Hospital or any part of the Hospital or program or service or department in the Hospital, the Hospital must provide the Union with 5 months advance notice, and then start bargaining in good faith over the impacts thereof within 7 days of giving us notice.
- If the new owner is any private entity, then we have full, robust successorship:
 - The new owner must hire all of our members.
 - The new owner must recognize our union and adopt our union contracts entirely.
- If the new owner is a public entity (like UCSF):
 - Each affected employee gets the choice to either leave the Hospital or go work for the new owner.
 - If you choose to leave (only for full-time and part-time employees), you get the following inflated severance pay:

Length of Service	Weeks of Salary
1 year but fewer than 2 years	1 week
2 years but fewer than 3 years	2 weeks
3 years but fewer than 4 years	3 weeks
4 years but fewer than 5 years	4 weeks
5 years but fewer than 6 years	5 weeks
6 years but fewer than 7 years	6 weeks
7 years but fewer than 8 years	7 weeks
8 years but fewer than 9 years	8 weeks
9 years but fewer than 10 years	9 weeks
10 years but fewer than 11 years	10 weeks
11 years but fewer than 12 years	11 weeks
12 years but fewer than 13 years	12 weeks
13 years but fewer than 14 years	13 weeks
14 years but fewer than 15 years	14 weeks
15 years but fewer than 16 years	15 weeks
16 or more years	16 weeks

- If you choose to go work for the new owner
 - The Hospital will make every reasonable effort to get the new owner to hire you into a comparable job with comparable pay, and (if the new owner is UCSF) with recognition of your years of service at CHO.
 - If the new owner does not hire you, though...
 - You get the following further inflated severance pay:

Length of Service	Weeks of Salary
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1 year but fewer than 2 years	2 weeks
2 years but fewer than 3 years	3 weeks
3 years but fewer than 4 years	4 weeks
4 years but fewer than 5 years	5 weeks
5 years but fewer than 6 years	6 weeks
6 years but fewer than 7 years	7 weeks
7 years but fewer than 8 years	7 weeks
8 years but fewer than 9 years	8 weeks
9 years but fewer than 10 years	9 weeks
10 years but fewer than 11 years	10 weeks
11 years but fewer than 12 years	11 weeks
12 years but fewer than 13 years	12 weeks
13 years but fewer than 14 years	13 weeks
14 years but fewer than 15 years	14 weeks
15 years but fewer than 16 years	15 weeks
16 or more years	16 weeks

- You also get 2 months of reimbursement for COBRA to continue your medical, dental, and vision coverage after ending employment.
- You also get access to the Employee Assistance Program for 2 months after ending employment.

- **Layoffs (*Service/Tech* and *BOC*)**

- In our old contract, the Hospital merely had to give employees who are subject to layoff at least 2 weeks' notice.
- In our new contract, the Hospital ***also*** must provide the union with 90 days' notice of ***potential*** layoffs, and bargain with us if we request it.

- **Severance pay in general (*Service/Tech* and *BOC*)**

- In the special circumstances detailed above, there is inflated severance pay.
- But the severance pay, in general, in our contracts has also been increased as follows:

Length of Service	Weeks of Salary
Fewer than 2 years	1 week <u>2 weeks</u>
2 years but fewer than 5 years	2 weeks <u>3 weeks</u>
5 years but fewer than 8 years	3 weeks <u>4 weeks</u>
8 years but fewer than 10 years	4 weeks <u>5 weeks</u>
10 years but fewer than 12 years	5 weeks <u>6 weeks</u>
12 or more years	6 weeks <u>7 weeks</u>

- Additionally, in the BOC contract, there was language in our old contract that specifically excluded employees funded by grants, contracts, or gifts.
 - That exclusion has been removed in our new contract, so now all employees are eligible for severance pay.

- **Severance pay in general (*Professional*)**

- In our last contract, there was no explicit severance pay.

- Rather, the contract merely said that the parties shall bargain over the impacts of a layoff, including over possible severance pay.
- In our new contract, there is explicit severance pay (as follows), and it explicitly ***includes*** employees funded by grants, contracts, or gifts, so now all employees are eligible for severance pay.

Length of Service	Weeks of Salary
Fewer than 2 years	2 weeks
2 years but fewer than 5 years	3 weeks
5 years but fewer than 8 years	4 weeks
8 years but fewer than 10 years	5 weeks
10 years but fewer than 12 years	6 weeks
12 or more years	7 weeks

- **Weekend differential (*Service/Tech*)**
 - There will be a new 3.25% shift differential for Service employees who work weekend shifts.
 - In our last contract, there was no weekend differential for Service employees.
- **Per Diem differential (*Service/Tech*)**
 - In our last contract, per diem Tech employees got a 12.5% differential in lieu of benefits, but Service employees only got \$1.75 per hour in lieu of benefits.
 - In our new contract, per diem Service employees will 9.5% effective April 30, 2023, and then 12.5% on April 28, 2024. After that, per diem Service employees and per diem Tech employees will always get the same differential.
- **Double-time for the seventh day of the work week (*Service/Tech* and *BOC*)**
 - If you work seven straight days, you get double-time for all the hours on the 7th day, no matter what day of the week it is.
 - In our last contract, you only got double-time on the 7th day if the 7th day was a Saturday.
- **Meals for workers in the Food Services Department (*Service/Tech*)**
 - In our new contract, the daily meal allowance is increased from \$15 to \$17.
- **Missed meals and breaks (*Service/Tech* and *BOC*)**
 - It will now say in the contract that it is the Hospital's responsibility to ensure that employees get their lunch and rest breaks, and that the Hospital shall pay the penalty if they fail to do so.
 - That was the practice in the past, but now it will be explicit in the contracts.
- **Personal cell phone use (*Service/Tech* and *BOC*)**
 - When an employee is required to use their personal cell phone during work hours at all, the Hospital will reimburse the employee \$50 per month.
 - If you tell your manager in writing not to call or text you on your cell phone during work hours, and they continue to do so, then that counts as being required to use your cell phone at work, and you will be reimbursed the \$50 per month.
- **Per Diem availability (*Service/Tech* and *BOC*)**
 - In our old contracts, there was no specific minimum number of shifts that per diem employees had to be available for.

- In our new contract, each per diem will be required to provide availability for at least 3 shifts per month (including 1 weekend shift in those areas that work on weekends), and must submit their availability no less than 4 weeks before the start of each 4-week schedule.
- **Per Diem assignments (*Service/Tech*)**
 - In our new contract, it is now explicit that, if a single per diem employee works an assignment of 90 days, then the Hospital must re-post the assignment so that other per diem employees have the opportunity to work it.
- **Per Diem assignments (*BOC*)**
 - In our new contract, it is now explicit that, if a single per diem employee works an assignment of 90 days, the Hospital does not have to re-post the assignment so that other per diem employees have the opportunity to work it. The Hospital **may** do so, but they don't have to.
- **Vacancies (*Service/Tech* and *BOC* and *Professionals*)**
 - In the past, the Hospital often fails to post and fill vacated positions when someone retires or leaves the Hospital. What usually happens is that those who remain just pick up the slack and do more work, and the Hospital gets by with 5 employees where there used to be 6, for example.
 - This often happens without us really knowing it, or with managers telling us that they're going to eventually post the positions, but that doesn't always happen.
 - In our new contracts, the Hospital is required to provide us with a list, 4 times per year, of:
 - All position that have been posted
 - All positions that have been approved for posting but have not yet been posted
 - All positions that have been vacated but have not yet been approved for posting
 - All vacated positions that the Hospital has decided not to post
 - And in our new contracts, the Hospital is required to post a position within 21 days of its being approved for posting, where there was no deadline in the past.
- **Cross-unit filling of vacancies (*Service/Tech* and *BOC*)**
 - If you're in the Service/Tech unit, and you apply for an open job in the BOC unit, you will have priority for the job over any outside applicant. And if you're in the BOC unit, and you apply for an open job in the Service/Tech unit, you will have priority for the job over any outside applicant. In our old contract, this was a loophole, and management was allowed to hire outside applicants over applicants from the other unit.
- **Vacancies (*Professionals*)**
 - In the event that an employee applies for and is awarded two posted positions in a 12-month period, the Hospital and the employee (with Union representation) will meet to identify ways to explore conditions and motivations for why the employee vacated the 2 previously held positions, and to support the employee and identify issues that need to be addressed in the current and previous departments.
- **Tenure step progression for short hour and per diem employees (*Service/Tech* and *BOC*)**
 - In our last contracts, short hour and per diem employees advanced to the next step on their wage scales when they hit 1,000 hours in 3 consecutive years.

- Now, it will be 3 rolling years, so that, even if you're not at 1,000 hours when the 3rd year ends, you keep counting until you hit 1,000 hours and then move to the next step, rather than starting the count all over.
- **Bereavement Leave (*Service/Tech* and *BOC*)**
 - In our last contracts, employees had to take paid bereavement leave within 7 days of the death. In our new contracts, you have until 21 days from the death.
 - Also, each employee can add 3 people to their list of "immediate family", for whose death you can take bereavement leave, even if those 3 people are not defined as immediate family in the way immediate family was traditionally defined in the contracts.
 - Also, added to the list of people for whose death you can take bereavement leave is "any other person for whom the employee has a personal obligation and who is residing in the employee's household."
- **Holidays and Paid Time Off (PTO) (*Service/Tech* and *BOC* and *Professionals*)**
 - In our new contracts, Juneteenth is added as a recognized holiday.
 - And the amount of PTO accrued is increased by 8 hours per year, because we've added Juneteenth as a recognized holiday.
- **Time off for short hour employees (*Service/Tech* and *BOC* and *Professionals*)**
 - There's a whole system for full-time and part-time employees to put in requests for PTO and bid for vacations. But short hour employees, who work a regular schedule of fewer than 20 hours per week, cannot participate in the bidding system for time off.
 - In our new contracts, short hour employees will now be able to participate in the same system for vacation requests, even though the time off is unpaid for short hour employees.
- **Incentive shifts in the Respiratory Care Department (*Service/Tech*)**
 - In our last contract, the amount paid per incentive shift was \$150 for weekdays and \$175 for weekends, and it was only for 12-hour shifts.
 - In our new contract, this has been increased to \$175 for weekday and \$200 for weekends, and it is no longer only for 12-hour shifts.
- **Cash out of PTO (*Service/Tech* and *BOC*)**
 - In our old contracts, you could only accumulate a maximum of 240 hours of PTO, and any excess is paid out to you in October. In our new contracts, the maximum amounts will be mostly increased as follows:
 - For employees in their 1st year of employment: 216 hours
 - For employees with 2-4 years of service: 256 hours
 - For employees with 5-9 years of service: 296 hours
 - For employees with 10+ years of service: 336 hours
- **Tuition reimbursement (*Service/Tech* and *BOC*)**
 - In our new contracts, it is made clearer that you can get tuition reimbursement for any course you take that is intended to improve present job skills or taken to prepare for other jobs at the Hospital to which you could be promoted or transferred.
 - And in our old contracts, if management denied your reimbursement, we couldn't file a grievance over it. In our new contracts, we can file a grievance over it.

- In our old contracts, there was no deadline by which management had to pay the reimbursement. In our new contracts, they have to pay it within 6 weeks.
- For Service/Tech, in our old contract, the maximum annual amount of tuition reimbursement per employee was \$750. In our new contract, it's \$1,000. For BOC, it was already \$1,000.
- **Foundation parking (BOC)**
 - As a result of the Hospital's unilateral decision to move the location of the offices for the CHO Foundation, 3 NUHW members incurred increased costs for parking. Each of them shall receive a one-time payment of \$600 from the Hospital.
- **Office Associates doing surgery scheduling (BOC)**
 - In our new contract, Office Associates (or other employees whose classifications are in the same pay grade as, or a lower pay grade than, Office Associates) who perform surgery scheduling will be paid a premium of \$1 per hour when doing surgery scheduling.
- **Shift differential for Pharmacists (Professionals)**
 - In our last contract, the shift differential for Pharmacists working at night (between 6pm and 6am) was \$9.25/hour.
 - In our new contract, it has been increased to 12% of the "Step 3" rate of the Pharmacist 2 classification.
- **Probationary period (Professionals)**
 - In our last contract, the probationary period for new hires was 180 days (for exempt employees) and 90 days or 240 hours, whichever is later (for nonexempt employees, including short hours and per diems).
 - In our new contract:
 - For exempt employees:
 - 180 days probationary period (and it may be extended by 30 days if both parties agree).
 - Management shall meet with the employee at 90 days "to provide constructive feedback and guidance, and to identify and address any gaps in training thus far."
 - For nonexempt employees (NOT including short hours and per diems):
 - 90 days probationary period (and it may be extended by 30 days if both parties agree).
 - Management shall meet with the employee at 45 days "to provide constructive feedback and guidance, and to identify and address any gaps in training thus far."
 - For short hour and per diem employees:
 - Probationary period of 180 days or 300 hours worked, which is later.
- **Holiday work among behavioral health crisis clinicians (Professionals)**
 - Behavioral health crisis clinicians are employees in the BERT Program with the job title of Psychologist, Licensed Clinical Social Worker, Marriage and Family Therapist, Associate Clinical Social Worker, or Associate Professional Clinical Counselor.
 - The Hospital will seek volunteers among behavioral health crisis clinicians (first full-time and part-time, then per diem and short hour) for holiday work.
 - It'll be done by seniority, but if there are not enough volunteers, it will be assigned by reverse seniority.

- An exception: An employee cannot be bumped from a regularly scheduled work day should a holiday happen to fall on said day, regardless of seniority.
- **BERT and Social Work Back Up (*Professionals*)**
 - In our new contract, we codified the agreements re Social Work and BERT back up shifts.
 - Also, we slightly modified a few of the start and end times of the back up shifts in BERT and Social Work.
 - Also, we increased the flat rate for a back up shift from \$175 to \$200.
- **Diversity, equity, and inclusion (*Professionals*)**
 - We added the following language to the preamble of our contract: “It is mutually agreed that principles of diversity, equity, and inclusion will be utilized in retaining a workforce that is representative of the populations that the Hospital serves. The foregoing principles shall also apply in providing services to patients, their families, and the communities in which they live.”