

Union Contract Summary for 121RN Members at Los Robles Hospital and Medical Center (*Tentative Agreements until Ratified*)

CONTRACT TERM: 3 years

Wages

- 3.25% across the board wage increases for each of the next 3 years including retro pay to September 15, 2017 effective the first full pay period after contract ratification.
- .50 increase to On-Call/Call-Back pay (from \$7.50/hr. to \$8/hr.)

Staffing/Workload/Break Relief

- Will meet with the Hospital after ratification to review information about how many support staff personnel are assigned to nursing units (CNAs, Unit Secretaries, Monitor Techs, EVS, etc.).
- To avoid future support staffing issues, fought for and won the right to have a say in cuts to support staff roles (e.g. no more layoffs of support staff without notifying our Union and meeting with us to explain the plan for who will absorb the work prior to implementation of cuts).
- Won language that will now require the Hospital to go through a full process of attempting to find staffing coverage prior to asking an RN to go out of ratio (excluding legitimate emergencies). The steps include utilizing Float Pool or In-House Registry, asking for volunteers to work OT, calling RNs who aren't working to offer them hours, calling in Registry nurses, utilizing management personnel to cover breaks/lunches, cover for Charge RNs if necessary, or provide direct patient care, etc. The Hospital must also provide the Union with proof of the steps it took to attempt resolution of the short-staffing situation(s).
- Won contract language in which the Hospital acknowledges RNs have the right to decide whether or not to accept an assignment based on concerns over patient safety or violations of Title 22 staffing ratios. The employer will decide whether or not to take action if an RN refuses an assignment, but the law (Labor Code 1102.5c) prevents retaliation for refusing to participate in violations of state, federal or local laws or regulations.
- If an RN accepts an assignment under protest because she/he was directed to but reports her/his belief that the assignment is unsafe, or violates Title 22 or any laws, and a negative patient outcome results, the Hospital will fully indemnify the RN and will assume all costs of representation for the RN who protested the assignment. This includes legal representation before the BRN and defense against any lawsuits that may occur.
- Creation of Break and Meal Relief Pool for a minimum of 1 year to decrease the # of missed breaks and meal periods.
- Won the creation of 4 FT break relief RN positions. Timeline by when to hire included in new language.

Health Insurance/Other Benefits

- Value of 2018 health plan will remain the same for the remainder of the contract.
- Maintained Bereavement Leave hours (Hospital had initially proposed to cut hours).
- PTO Cash-outs
 - ✓ Deleted restrictions on when PTO cash-outs can occur, as well as how much. Will now be able to cash out at any time throughout the year as long as 40 hrs. of PTO remain in the bank.
 - ✓ Deleted old contract language that prevented RNs from cashing out PTO unless they had 1) over 100 PTO hours in the bank or 2) perfect attendance 3 months prior to cashing out, etc.
- Maintained all other economic benefits (Employee Stock Purchase Plan, Life Insurance CorePlus Benefits, Health Care and Day Care Spending Accounts, etc.)

Job Protection/Union Rights

- Disciplinary Process
 - ✓ Added time limits by when the Hospital can impose discipline instead of prolonging the process and stacking disciplines (accountability for management).
 - ✓ Strengthened protections for RNs accused of patient safety issues by preventing Hospital from automatically reporting to the BRN without investigating and making a disciplinary decision.
- Investigatory Suspensions - Strengthened contract language to prevent the Hospital from leaving employees on suspension for extended periods of time without providing a valid reason for doing so.
- Call-Offs - Strengthened contract language to include that call-offs will not occur unless safe staffing needs have been established.
- Health and Safety - Strengthened contract language that added clarity about legal protections for RNs in relation to patient handling and workplace hazards.
- Non-Discrimination – Strengthened protections for RNs by deleting old contract language that restricted members alleging discrimination to choose between either 1) filing a private lawsuit, 2) a charge through the Labor Board (NLRB) or 3) pursuing through the Grievance and Arbitration Procedure.
- Shift Trades – Strengthened contract language that now requires the Hospital to either approve or deny shift trades within 7 calendar days of the request (can do sooner, but not later).