

A meeting of the Board of Directors of the Washington Township Health Care District was held on Monday, November 20, 2023 in the Board Room at 2000 Mowry Avenue, Fremont and Zoom access was provided. Director Stewart called the meeting to order at 6:00 p.m. and led those present in the Pledge of Allegiance.

CALL TO ORDER

Roll call was taken. Directors present: Bernard Stewart, DDS; Michael Wallace; William Nicholson, MD; Jacob Eapen, MD; Jeannie Yee

ROLL CALL

Also present: Kimberly Hartz; Tina Nunez; Tom McDonagh; Terri Hunter; Larry LaBossiere; Ed Fayen; Paul Kozachenko; Cheryl Renaud; Shirley Ehrlich

Director Stewart welcomed any members of the general public to the meeting.

OPENING REMARKS

Director Stewart noted that Public Notice for this meeting, including Zoom information, was posted appropriately on our website. This meeting is being conducted in the Board Room and by Zoom.

There were no Oral Communications.

*COMMUNICATIONS
ORAL*

There were no Written Communications.

*COMMUNICATIONS
WRITTEN*

There were no Consent Calendar items for consideration.

CONSENT CALENDAR

There were no Announcements.

ANNOUNCEMENTS

Director Stewart adjourned the meeting to closed session at 6:02 p.m., as the discussion pertained to reports regarding Medical Audit & Quality Assurance Matters pursuant to Health & Safety Code Section 32155, Conference involving Trade Secrets pursuant to Health & Safety Code Section 32106 (Strategic Planning), Conference with Legal Counsel – Anticipated Litigation pursuant to Government Code Section 54956.9(d)(2) and Conference with Labor Negotiators pursuant to Government Code Section 54957.6. Director Stewart stated that the public has a right to know what, if any, reportable action takes place during closed session. Since this meeting was being conducted in the Board Room and via Zoom, there is no way of knowing when the closed session will end. The public was informed they could contact the District Clerk for the Board's report beginning November 21, 2023. The minutes of this meeting will reflect any reportable actions.

*ADJOURN TO CLOSED
SESSION*

Director Stewart reconvened the meeting to open session at 8:39 p.m. The District Clerk reported that during closed session, the Board approved the closed session minutes of October 16 & 25, 2023 and the Medical Staff Credentials Committee

*RECONVENE TO OPEN
SESSION & REPORT ON
CLOSED SESSION*


Board of Directors' Meeting


November 20, 2023

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Report by unanimous vote of all directors present. Also during closed session, the board rejected the Claim filed by Esther Figueroa, Elizabeth Figueroa, Amber Figueroa and David Figueroa and the Chief Executive Officer was directed to provide the claimants with the Notice of Rejection of the Claim.

There being no further business, Director Stewart adjourned the meeting at 8:40 p.m. *ADJOURNMENT*

DocuSigned by:

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Jacob Eapen, MD
President

DocuSigned by:

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Bernard Stewart, DDS
Secretary

RESOLUTION NO. 1258
UNITED HEALTHCARE WORKERS – WEST, SERVICE EMPLOYEES
INTERNATIONAL UNION, CTW, CLC

Washington Township Health Care District, a local health care district, does hereby resolve as follows:

Attached hereto is a List of Amendments to the current Agreement that will be incorporated into a new Memorandum of Understanding by and between the designated representative of Washington Hospital, that being the Chief Executive Officer, and the United Healthcare Workers – West, Service Employees International Union, CTW, CLC, a recognized majority representative under the terms of Board Resolution 331A.

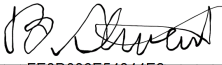
The terms and conditions of the attached List of Amendments will be implemented in their entirety, effective on the various dates specified within the Memorandum.


Passed and adopted by the Board of Directors of Washington Township Health Care District this 8th day of November, 2023, by the following vote:

AYES: Directors Stewart, Wallace, Nicholson, Yee

NOES:

ABSENT: Director Eapen

DocuSigned by:

FE8D086E54844E2...
Bernard Stewart, DDS
President of the Washington Township
Health Care District Board of Directors

DocuSigned by:

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Jeannie Yee
Secretary of the Washington Township
Health Care District Board of Directors



Washington Hospital
Healthcare System

S I N C E 1 9 4 8

Memorandum

DATE: October 30, 2023

TO: Kimberly Hartz
Chief Executive Officer

FROM: John Zubiena
Chief Human Resources Officer

CC: Tina Nunez
Vice President of Ambulatory and Administrative Services

SUBJECT: **UNITED HEALTHCARE WORKERS – WEST, SERVICE EMPLOYEES INTERNATIONAL UNION, CTW, CLC**

Washington Hospital and the United Healthcare Workers – West, Service Employees International Union, CTW, CLC have reached an Agreement on a 3-year contract, following negotiations on a new labor contract. The union ratified the contract on Wednesday, October 25, 2023. The union consists of over 50 support positions, including EVS Workers, Dietary Workers, Central Supply Techs, Respiratory Therapists, Surgical Technicians, Unit Clerks, and Certified Nursing Assistants.

A summary of the key terms of the Agreement are as follows:

- Term – 3 years, from July 1, 2023 through June 30, 2026
- Wage Increases
 - **Year 1**
 - 6% across the board increase to base rate of pay for all positions, except Rehab Aides, retroactive to the first pay period beginning on or after July 1, 2023
 - Add Rehabilitation Aide as a classification in Appendix A of the MOU with the following wage scale for Year 1:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Rehabilitation Aide	\$29.17	\$30.34	\$31.55	\$32.81	\$34.12	\$35.48	\$36.90	\$38.37

For placement of incumbents, a 13% wage increase will be added to the current wage rate of each incumbent. The incumbent will then be placed on the above wage scale in the Step that is closest to that increased rate or that is commensurate with their years of experience, whichever is greater.

- **Year 2**
 - 3.35% across the board increase for all positions effective the first full pay period beginning on or after July 1, 2024
 - 3.35% across the board increase for all positions effective the first full pay period beginning on or after January 1, 2025
- **Year 3**
 - 3.35% across the board increase for all positions effective the first full pay period beginning on or after July 1, 2025
 - 3.35% across the board increase for all positions effective the first full pay period beginning on or after January 1, 2026
- **Differentials**
 - Evening – Increase from \$1.95 to \$2.10
 - Night – Increase from \$2.45 to \$2.75
 - Telemetry Pay – Delete the \$0.50 Telemetry Pay for shifts of less than 8 hours, and instead pay all unit members assigned to perform telemetry tech duties at the Telemetry Tech rate for “all hours worked in the performance and/or monitoring of telemetry tech duties,” regardless of shift length.
 - Preceptor Pay – Maintain preceptor premium at \$2.50, but add that it will be paid in the following circumstances:
 - For time spent by Respiratory Care Practitioners and Surgical Techs as assigned to train new hires or provide cross-training;
 - For time spent in the training and oversight of students who are pre-approved for a one-on-one preceptorship with a Respiratory Care Practitioner; and
 - For time spent in the training and oversight of students who are in a pre-approved clinical internship with Surgical Techs or Central Supply Techs.

- Floating – Add Surgical Techs as a classification eligible to float. Modify and update the related Appendix C setting forth the Like Areas for Orientation and Appendix D setting forth the Units for Float Credit.
- Lift Team and Transporters – Increase the differential from \$1.00 to \$1.50 per hour and add that the differential shall be paid to Certified Nursing Assistants in the ICU who perform lifting as their primary duty (i.e., more than 50% of their shift).
- Special Duty Differential – Increase from \$0.75 to \$0.90 per hour for Laundry Leader, Housekeeping Leader, and Transport Lead.
- Heavy Duty Differential – Consolidate the Special Care Duty with the Heavy Duty Differential such that the \$1.25 per hour. Heavy Duty differential shall be paid for all hours performing Special Care Duty assignments instead of \$1.00 per hour. (This change is made to reflect current practice.) Also, add to the definition of EVS Heavy Duty task to include “transporting trash carts to the compactor and unloading them”.
- Hours of Work
 - Weekend Off Provision – Add that the Hospital will grant benefitted employees with 25 years of service every weekend off if requested by the employee and if feasible based on patient care needs, with the exception of the Respiratory Care Department, Phlebotomists, and Telemetry Techs. The Hospital will only grant benefitted Phlebotomists and Telemetry Techs with 30 years of service every weekend off.
 - Four Day and Three Day Option – Increase the years of service requirements for regular full-time workers to be eligible to elect a regularly scheduled four shift week from 1 to 3 or more years of continuous service for night shift workers and from 3 to 5 or more years of continuous service for day and PM shift workers. Add that an employee who bids on and is accepted into a posted regular full-time position, the employee shall remain in that regular full-time position for a period of no less than one year.
 - Delete language regarding the dietary department employees who work an 8 in 8 schedule.
- Meal and Rest Breaks – Add language to Hours of Work section to provide for meal and rest breaks and to add penalty pay in accordance with California Senate Bill 1334. Update language involving the carrying of communication devices consistent with same.

- Earned Time Off
 - Revise accrual rates for ETO and ESL with per hour accrual rates instead of biweekly accrual rates to be consistent with current practice.
 - Add language to allow ESL benefits to be used “in situations when the State of California or the Hospital mandates that an employee remain out of work beyond five (5) days due to an infection or communicable disease, including COVID-19.”
 - Eliminate language that requires employees to use a minimum amount of ETO days per year.
- Leave of Absence
 - Add language providing for Kin Care Leave.
 - Add language to clarify that leave for purposes of working with SEIU may vary in length from 1 day to 6 months, and that such leave requests must be in writing.
- Educational Leave – Revise the number of regular employees who may voluntarily reduce their hours to a 4/5 or 3/5 status to attend an education program from the current 5 employees down to 2 regular employees per 20 in a department.
- Bereavement Leave –
 - Update to bring into compliance with new California law by eliminating the restriction on the two additional unpaid days of Bereavement Leave being only for employees who need to attend a funeral outside of CA or outside of 400 miles radius of hospital, and adding that such unpaid days must be taken within three (3) months of the date of the death.
 - Revise the list of individuals who qualify as “immediate family” for the purpose of taking bereavement leave to add “domestic partner” and to add “stepfather or stepmother” in place of “persons who prior to the employee’s having attained legal majority, officially stood in the place of mother or father.”
- Employee Complaints and Grievances – Delete paragraph A, Step 5, which previously provided: “No later than thirty-two (32) days after the final decision of the arbitrator, the Board of Directors of the District may, of its own motion, review the final decision of the arbitrator at Step 4, together with the entire record of the proceedings, and the Board of Directors may affirm, modify or reverse the decision of the arbitrator. Should the Board of Directors determine to reverse the decision they shall reduce to writing their reasons for so doing, and in this case, the Hospital shall bear all costs of Step 4, if any.”

- Seniority – Revise the seniority order for filling vacant positions to apply as follows:
 - Full-time, part-time, and per diem employees by job classification;
 - Full-time, part-time, and per diem employees from the department; and then
 - Full-time, part-time and per diem employees from the bargaining unit.
- Shop Stewards – Revise language to give a combined total of 8 hours of paid time per month to attend steward meetings and Labor Management meetings to up to 4 shop stewards.
- Education and Tuition Fund – Parties agree to implement designated enhancements to the jointly managed fund. They further agree that total expenditures under the fund shall not exceed the amount of available fund dollars.
- Respiratory Care Professional Development Career Ladder – Parties agree to implement a clinical ladder for Respiratory Care Practitioners, which provides for four new RCP classifications – RCP I, RCP II, RCP III, and RCP IV. The clinical ladder is to be implemented effective the first full pay period following ratification of the MOU by the Board of Directors. The new classifications are to be added to Appendix A with the following corresponding wage scales:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Respiratory Care Practitioner I	\$48.52	\$49.86	\$51.20	\$52.54	\$57.02	\$59.28	\$60.45	\$61.67
Respiratory Care Practitioner II	\$51.59	\$53.16	\$54.73	\$56.31	\$60.89	\$63.27	\$64.54	\$65.83
Respiratory Care Practitioner III	\$54.18	\$55.82	\$57.46	\$59.12	\$63.93	\$66.44	\$67.77	\$69.12
Respiratory Care Practitioner IV	\$56.89	\$58.61	\$60.33	\$62.08	\$67.13	\$69.76	\$71.16	\$72.58

- Benefits

- Health – Parties agree to implement the Washington Hospital Core Choice PPO Plan effective March 1, 2024 with per pay period employee contributions to be as follows:
 - Regular Full-time Employees
 - \$0 Employee only
 - \$15.00 Employee + Spouse
 - \$13.00 Employee + Child
 - \$29.00 Employee + Family
 - Regular Part-Time Employees
 - \$0 Employee only
 - \$18.00 Employee + Spouse
 - \$16.00 Employee + Child
 - \$35.00 Employee + Family
 - Full-time employees making \$75,000 or less of base annual compensation will pay no contributions.
 - Alternatively, regular employees may elect to enroll in a buy-up health plan – the Washington Hospital Choice Plus PPO Plan.
- Dental and Vision – Maintain existing coverage, but offer regular employees the opportunity to elect to enroll in a buy-up plan.
- For purposes of benefits only, define “regular full-time employee” as an employee who regularly works an average of 30 hours or more per week – i.e., 0.75 FTE status, and define “regular part-time employee” as an employee who regularly works 20 - 29 hours per week – i.e., 0.5 FTE status to .74 status.
- Spousal Waiver Credit – Increase from \$70.00 to \$75.00