

## **Dignity Health Sacramento, Woodland, Stockton/ESC Bargaining**

**August 9, 2018**

### **Tentative Agreement**

The parties agree to settle all matters related to the Woodland, Sacramento, and Stockton contract negotiations on the following terms.

- The parties agree to one collective bargaining agreement covering represented employees at Woodland Memorial Healthcare, Methodist Hospital of Sacramento, Mercy Hospital Folsom, Mercy San Juan Medical Center, Mercy General Hospital, and St. Joseph's Medical Center Stockton. There is no intent to integrate other Dignity Health facilities into this Agreement now or in the future.
- 5 year agreement effective upon ratification and to expire August 30, 2023.
- Tuition Reimbursement to be administered in accordance with Dignity Health policy with maximum calendar year reimbursement at \$5250 for full-time employees and \$2625 for part time employees.
- Premium Cost Sharing effective January 2020 for Woodland and Sacramento (status quo for Stockton). July 24, 2018 proposal attached.
- ATBs per Dignity Health's July 24, 2018 proposal for Woodland, Sacramento, and Stockton (3%/yr in December and is attached)
- Equity Increases per Dignity Health's August 9, 2018 proposal (except as modified below) to be implemented at 3%/yr for those under scale until they reach their new scales at the dates indicated below.
- All other terms per Tentative Agreements reached during the course of negotiations or Dignity Health's last proposal.

#### Woodland

- The positions with SEIU counterparts will be moved to their new equity scales the first full pay period following ratification.
- The CLS and MLT positions would move to their new equity scales the first full pay period in January 2020.
- Revised Scale for POS Scheduler

#### Sacramento

- CLS and MLT will move to new equity scales in January 2020.

#### Stockton

- CLS and MLT classification titles same as Sacramento.
- Clinical Microbiology Scientist classification to be included in the bargaining unit.
- Wage Scales as attached
- ESC and the Employer agree to review step placement of the Stockton employees within ten (10) days.
- Employees will move to the agreed equity scales in August 2022.
- No employee wages will decrease due to this agreement.

**Open proposals:**

- Article 3, Union Security,
  - Section D, as ESC proposed 5/30/18
  - Section F, as Dignity Health proposed March 22, 2018
- Article 6, Compensation and Hours of Work, Dignity Health Contract Merger Proposal dated 01/19/2018 except as modified with update of wages ATBs as listed above and per diem rate of \$57.2265.
- Article 7, Paid Time off and Extended Sick Leave,
  - Section D 1 Union Proposal regarding change in PTO request response times only
  - Remaining Article 7 language Dignity Health Contract Merger Proposal dated 01/19/2018.
- Article 8, Continuing Education Time and Tuition Reimbursement, Make all CET uniform at 32 hours, improve Tuition Reimbursement as noted above, and maintain all language from Dignity Health Contract Merger Proposal dated 01/19/2018.
- Article 9, Leaves of Absence, Dignity Health Contract Merger Proposal dated 01/19/2018.
- Article 13, Retirement/Retiree Health, Dignity Health Contract Merger Proposal dated 01/19/2018.
- Article 14, Scheduling,
  - Section A, Union Proposal 5/30/18
  - Remainder Dignity Health Contract Merger Proposal dated 03/22/2018
- Article 19, Layoff and Reduction in Force, Employer Call Off Appendix Proposal dated July 24, 2018.
- Article 28, Joint Labor-Management Committee, Dignity Health Contract Merger Proposal dated 03/22/2018.
- Article 31, Union Stewards,
  - Section A, ESC proposal 5/30/18
  - Remainder Dignity Health Contract Merger Proposal dated 03/22/2018.
- Article 32, Savings Clause, Dignity Health Counter Proposal dated 02/16/2018.
- Article 33, Full Agreement, Dignity Health Contract Merger Proposal dated 01/19/2018
- Article 37, Change in Ownership, Dignity Health Contract Merger Proposal dated 03/22/2018

**Maintain all TAs signed as of 05/30/2018 as follows:**

- Article 1 - Recognition and Coverage - 3/22/2018
- Article 2 - Management Rights - 2/16/2018
- Article 4 – Nondiscrimination - 2/16/2018
- Article 5 - Employment Categories - 3/22/2018
- Article 10 - Bereavement Leave - 2/16/2018
- Article 11 - Jury Duty - 04/25/2018
- Article 15 - Performance Evaluation - 2/16/2018
- Article 16 - Discipline, Discharge, & Termination - 3/22/2018
- Article 17 – Seniority - 3/22/2018
- Article 18 - Posting and Filling of Vacancies - 2/16/2018



- Article 20 - Job and Employment Security - 3/22/2018
- Article 21 - Grievance and Arbitration - 2/16/2018
- Article 22 - Employee Personnel Files - 2/16/2018
- Article 23 - Personnel Policies – 2/16/2018
- Article 24 – Bulletin Boards – 3/22/2018
- Article 25 – Safety – 2/16/2018
- Article 26 – Tobacco Free – 2/16/2018
- Article 27 – Drug-Free Workplace – 2/16/2018
- Article 29 – Job Descriptions – 2/16/2018
- Article 30 – LEAP/COPE Check-off – 2/16/2018
- Article 35 - Assignment Across Bargaining Unit Lines – 04/25/2018
- Article 36- Parking 5/30/18


Robin Chaney grievance resolution:

Robin Chaney’s Suspension will be reduced to a written warning and Robin will be paid for the three days missed due to the suspension. The grievance will be dropped.

With this Agreement, the parties resolve ALL outstanding issues related to the terms of a new agreement. Any disputes related to these matters, including issues related to any pending Unfair Labor Practice charges are withdrawn. The Natomas issue will be resolved utilizing the Mediation process in the MOU.

ESC agrees to submit the terms of this Agreement to their members for a ratification vote.

SIGNED THIS 9<sup>th</sup> DAY OF AUGUST 2018

  
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 DIGNITY HEALTH

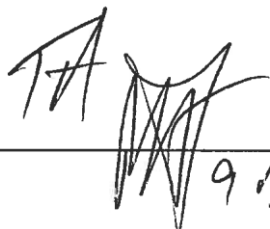
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DIGNITY HEALTH

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DIGNITY HEALTH

SIGNED THIS 9<sup>th</sup> DAY OF AUGUST 2018

  
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ESC

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ESC

Dignity Health and Engineers & Scientists of California Local 20

Contract Proposal  
August 8, 2018

Wage Equity Proposal:

Propose Wage Scales as Follows for Sacramento and Woodland:

Position Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
ASSISTANT, LAB SUPPORT SERVICES	19.6400	20.1500	20.6700	21.0900	21.7000	22.3000	22.3000
ASSISTANT II, LAB SUPPORT SERVICES	20.6200	21.1500	21.7100	22.1500	22.7800	23.4100	23.4100
CLINICAL LAB SCIENTIST	50.8751	52.3884	53.9336	55.5641	57.2265	58.9529	58.9529
MEDICAL LAB TECH	38.7702	39.9333	41.1316	42.3652	43.6342	44.9382	44.9382
CLIN LAB SCIENTIST COORD					62.9491	64.8482	64.8482
DARKROOM TECH	18.4900	18.9600	19.4500	19.8400	20.2900	20.7900	20.7900
<b>DEPT CLERK</b>	<b>18.5400</b>	<b>19.0200</b>	<b>19.5000</b>	<b>19.9100</b>	<b>20.3400</b>	<b>20.8400</b>	<b>21.4700</b>
LAB AIDE	18.6700	19.1100	19.6200	19.9400	20.4100	20.8700	20.8700
<b>LAB ASSISTANT</b>	<b>25.6348</b>	<b>26.2923</b>	<b>26.9668</b>	<b>27.4685</b>	<b>28.1956</b>	<b>28.9239</b>	<b>28.9239</b>
<b>LAB ASSISTANT - LEAD</b>	<b>28.1983</b>	<b>28.9216</b>	<b>29.6634</b>	<b>30.2153</b>	<b>31.0151</b>	<b>31.8163</b>	<b>31.8163</b>
MRI TECHNOLOGIST	52.1799	53.2234	54.2878	55.3731	56.4806	57.6107	57.6107
NUCLEAR MED TECH	54.5488	55.984	57.4187	59.1561	60.9711	62.7089	65.2174
PATHOLOGIST ASST	25.9700	26.6200	27.2700	27.7400	28.5300	29.2800	29.2800
PATHOLOGIST ASST II	27.2500	27.9600	28.6500	29.1300	29.9600	30.7400	30.7400
<b>POS/SCHEDULER</b>	<b>22.1933</b>	<b>22.74813</b>	<b>23.31684</b>	<b>24.01634</b>	<b>24.73683</b>	<b>25.47894</b>	<b>25.47894</b>
RADIOLOGY TECHNOLOGIST	44.7823	46.1255	47.5094	48.9346	50.4026	51.9146	51.9146
RADIOLOGY TECHNOLOGIST - LEAD	55.5408	57.2154	58.9012	60.7358	62.5288	64.5382	64.5382
RADIOLOGY TECHNOLOGIST, SR	47.4607	48.8924	50.3319	51.8934	53.437	55.0052	55.0052
SCHEDULER	21.9433	22.5064	23.118	23.6223	24.3599	25.0973	25.0973
SPECIAL PROCEDURE TECH	46.1255	47.5094	48.9346	50.4026	51.9146	53.4723	55.0765
TECHNICIAN ASSISTANT	19.04	19.53	20.04	20.45	20.89	21.42	21.42
ULTRASOUND TECH	50.362	51.8677	53.4194	55.0328	56.6763	58.3817	58.3817
ULTRASOUND/VASCULAR TECH	51.8677	53.4194	55.0328	56.6763	58.3817	60.1331	61.931

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Propose Wage Scales as Follows for St. Joseph's Medical Center Stockton:

Wage Scales	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Stockton CLS	\$47.0595	\$48.4593	\$49.8886	\$51.3968	\$52.9345	\$54.5314	\$54.5314
Stockton CMS	\$47.0595	\$48.4593	\$49.8886	\$51.3968	\$52.9345	\$54.5314	\$54.5314
Stockton MLT	\$35.8624	\$36.9383	\$38.0467	\$39.1878	\$40.3616	\$41.5678	\$41.5678



**Dignity Health and Engineers & Scientists of California Local 20  
July 24, 2018**

**Article 6. COMPENSATION AND HOURS OF WORK**

B. 2.

All employees to receive the following across the board increase. The wage grids shall also move by the same percentage.

<b>Date</b>	<b>Increase</b>
First full pay period December 2018	3%
Second full pay period in December 2019	3%
Second full pay period in December 2020	3%
Second full pay period in December 2021	3%
Second full pay period in December 2022	3%

**Movement to Equity Scales for Sacramento and Woodland:**

- A. Effective the first full pay period following ratification, the positions with SEIU counterparts will be moved to their new equity scales. All other employees who are not yet on the rate provided above will received a 3% increase or appropriate placement on the wage scale, whichever is less.
- B. Effective the first full pay period August 2019, each employee who is not yet on the agreed upon scale will receive a 3% increase, or appropriate placement on the wage scale, whichever is less.
- C. Any remaining employees who are below scale after the foregoing increases, shall be brought to scale the first full pay period in January 2020.
- D. Eligible employees will receive step movement the first pay period of November each year.
- E. Newly hired employees shall be placed on the appropriate step on the appropriate scale but in no event shall a new hire be placed on a step at a higher wage rate than similarly situated employees.



**Movement to Equity Scales for Stockton:**

- A. Effective the first full pay period following ratification, each employee who is not yet on the rate provided above will received a 3% increase or appropriate placement on the wage scale, whichever is less.
- B. Effective the first full pay period August 2019, each employee who is not yet on the agreed upon scale will receive a 3% increase, or appropriate placement on the wage scale, whichever is less.
- C. Effective the first full pay period August 2020, each employee who is not yet on the agreed upon scale will receive a 3% increase, or appropriate placement on the wage scale, whichever is less.
- D. Effective the first full pay period August 2021, each employee who is not yet on the agreed upon scale will receive a 3% increase, or appropriate placement on the wage scale, whichever is less.
- E. Any remaining employees who are below scale after the foregoing increases, shall be brought to scale the first full pay period in August 2022.
- F. Eligible employees will receive step movement in the first pay period of November each year.
- G. Newly hired employees shall be placed on the appropriate step on the appropriate scale but in no event shall a new hire be placed on a step at a higher wage rate than similarly situated employees.



**Dignity Health and Engineers & Scientists of California Local 20  
Economic Contract Proposal  
July 24, 2018**

The following proposal is presented as a package. Before agreement can be reached as to any one term, all terms must be agreed to.

Article 12: Health Benefits

**ARTICLE 12 – HEALTH BENEFITS**

Dignity Health shall offer one fully Employer paid medical, dental, and vision benefit to ESC bargaining unit members. Coverage shall be limited to benefited Regular Full-time and Part-time bargaining unit members and their eligible dependents as specified in the Summary Plan Description. Duplicate coverage is not allowed in any benefit plan. An employee may have only one adult, other than the employee covered under the Employer’s health plans, as per current practice.

**Effective January 1, 2020, all employees electing to continue coverage under the fully employer paid medical plan will pay a monthly premium based on the level of participation elected by the employee as follows:**

<u>Employee Only</u>	<u>\$0</u>
<u>Employee + Child(ren)</u>	<u>\$100</u>
<u>Employee + Adult</u>	<u>\$125</u>
<u>Employee + Family</u>	<u>\$175</u>

**Beginning January 1, 2020, these monthly premiums will be increased by 6% per year.**

**The fully employer paid medical plan offered pursuant to this Article will include a prescription drug plan. In an effort to control rising healthcare costs and to better position the medical plan for long term sustainability, on or after January 1, 2020, Dignity Health may:**

- **Adjust the co-pay amounts for the prescription drug plans to \$10/\$20/\$40 for up to a 30-day supply of medication from a network retail pharmacy. A 90-day supply through mail order will be 2.5 times the applicable co-pay.**
- **Adopt the Generic Dispensation Utilization Program protocol known as “Dispense As Written 2”. Under this protocol, if the prescribing physician indicates “dispense as written”, the employee can get the brand drug for the brand co-pay, without paying the difference in cost between the generic and brand.**

**Any change in benefits during the life of the Agreement must be mutually agreed upon by both parties prior to implementation. For the life of the contract, the Employer will maintain the existing or comparable medical, dental and vision plans currently covering bargaining unit employees.** However, on or after January 1, ~~2015~~ 2019 the Employer, where feasible, may implement the Dignity Health Plan, consisting primarily of Dignity Health



Hospital facilities and providers, as the fully employer paid health plan under the collective bargaining agreement. Employee deductibles and co-pays for the Dignity Health Plan will be the same as existing fully employer paid plans but may be structured as a PPO, HMO or EPO. Employee deductibles and co-pays for covered services not offered within the Dignity Health Plan network will also remain the same as existing fully employer paid plans. Any such changes in benefits and aAll other terms and conditions of the Dignity Health Plan shall be the subject of good faith negotiations between the parties.

The Parties jointly commit to make reasonable efforts to reduce the Employer's health care premium costs and/or offset future increases. The Parties intend to achieve this through a collaborative commitment to employee and dependent wellness and healthcare management programs (section BA) together with cost control strategies.

#### **~~A. Dental and Vision Insurance~~**

~~For the life of the contract, the Employer will maintain the existing or comparable dental and vision plans currently covering bargaining unit employees.~~

#### **A. Employee Health and Care Management Program**

The parties recognize that chronic diseases usually require regular medical oversight and monitoring to achieve best outcomes and appropriate utilization of resources. To that end, the parties agree that as part of the fully Employer paid plan, the Employer will transition to an Employee Health and Care Management Program which will assist employees and their dependents manage chronic diseases. Before introducing any such program, the Employer will meet with the Union to seek its input and bargain over the impact of any such program.

Conceptually, such a program may include employees annually completing biometric screenings and an online health risk assessment before the annual benefits open enrollment period to be eligible for:

- The fully employer-paid medical plan
- Any wellness incentives or awards

Employees identified with certain health status risks or chronic disease states would participate in disease management programs offered to better manage or improve their health status and outcomes. Employees would also be encouraged to participate in optional online and/or onsite wellness and health improvement activities, classes and programs that may be offered.

#### **B. Non-Fully Employer Paid Medical Plans**

The Employer will continue to use the current formula/practice that it uses to subsidize non-free plans.

**Appendix to Article 19.a – Layoff and Reduction in Force –Temporary Layoffs**

ESC Flexing (temporary layoff as known as Hospital Convenience) shall be accomplished in the following order:

- 1) Volunteers
- 2) Per Diems
- 3) Rotating basis
  - a) For the purposes of rotating, we will use the “default hospital” as the location where the person will be included in the rotation.
  - b) Example: This means if the Staffing Pool person is Angie and she is scheduled for Folsom, she is NOT the person to be flexed
  - c) Each hospital will need to keep a record of their own “rotation” for flexing.

For historical purposes, default hospital is as follows:

Default Hospital

Angie Eidson – MGH

Andrew Rico – MET

Charmaine Norde - MSJ

