

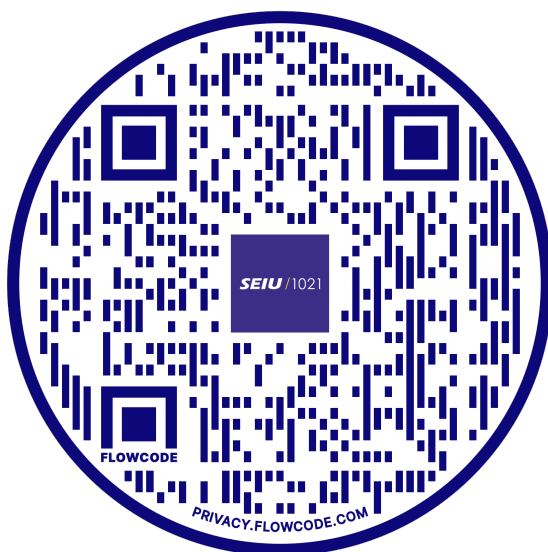
SEIU 1021 SFGH RN CHAPTER NEWSLETTER

APRIL 2022

Reminder to check the webpage for regular updates!

<https://www.seiu1021rns.org/>

ADO QR CODE



We have made ADOs easier to access and fill out from your cell phone.

The data is emailed directly to your union leadership.

We want to know what your working conditions really are!

Reminder from your MOU! "The City and the Union agree that employees subject to this Agreement shall not be discriminated against for the filing of an Assignment Despite Objection (ADO) form."



The Bargaining Basement

The Bait

DPH threw out what they call a “supposal” in early April. This is not to be confused with a PROposal, which is a documented offer that can be referred to later if there is disagreement about its origins or intent. A SUPPosal isn’t documented at all. By design.

The city SUPPOSED that you might be worth a 10% wage increase. You might.

The Hook

Any fisherman knows the better the bait, the better the hook. And the savvy fish knows from experience that the hook might not be showing all its barbs.

This supposal came with the demand that all unions complete their contract negotiations by April 15th.

Because after April 15th, be warned, you are no longer worth that 10%. You might only be worth 8, or 6, no telling. The implied message or threat was clear. Your value drops after April 15th for reasons known only to the Mayor’s office. Make sense? Is it fair? Is it right? We don’t think so. Wouldn’t it be nice if the city and DPH did the right thing?

So where does that leave us?

The Switch

The union began asking for calendar dates for negotiations in January 2022. The city was not able to get dates on the calendar until March of 2022. More delays in getting the process started.

Information requests were submitted to the city in November of 2021. They were responded to on March 24, 2022. That gave our negotiating team 16 days to review, understand and

develop proposals based on the information we had waited 5 months to receive if we wanted to ensure that are union members, you, receive the 10% wage increase that was being 'supposed'.

The data we finally received confirms what we already know.

- We are chronically, critically, understaffed
- Our acuity is higher than they acknowledge
- Our facilities are not budgeted appropriately
- The city spends millions annually on temporary and registry staff but denies they need to increase their budget for permanent staff

Our team agreed it was in our best interest to get our proposals on the table as quickly as possible, but the completion of bargaining by April 15th was an inappropriate expectation. Does that mean the dangled bait will be reeled back in without the fish on the hook? Only time will tell....

When faced with a challenge, in true nursing fashion, we knuckled down and delivered 56 proposals to the city by April 13th.

These proposals run the gamut from the simple request that staff be reimbursed for personal use of their cell phones and laptops to adjustments to the management rights clause that give members more rights to argue for process changes that benefit staff.

Multiple units have asked for additional budgeted nursing positions to cover breaks and provide flexibility for acuity. We have asked for penalty pay for missed breaks to incentivize Title 22 compliance. We asked to strengthen the grievance process for our P103 colleagues and to extend the period of back pay that staff can request. We have asked for guarantees that our staff receive regular disaster training, increased strength and front line engagement on the Workplace Violence Committee, a robust retention program including financial incentives and a returned commitment to staffing Clinical Nurse Specialists in all patient care areas. This list is not all inclusive. The bulk of the proposals center around 3 themes;

- Recruit and retain qualified staff
- Provide sufficient staffing for patient and staff safety
- Adjust the budget to reflect actual census and acuity

What do you suppose happened late Thursday night? You supposed right. The City responded with rejections to the majority of our proposals. They countered ALL staffing proposals with one single proposal - to create a committee to solve a problem that has a simple solution. Adjust the budget to reflect the REAL acuity and census, and then recruit, hire, retain permanent qualified staff. No numbers, no guarantees, no staffing models or grids. A committee staffed with ONE nurse and three people from human resources. Just a committee that will TALK about what we need. We have been talking and now we want action that addresses these three themes. Is it really too much to ask for a public health system to commit to safe and qualified staffing? Is it too much to ask for a public health system to commit to sufficient staffing? Is it to much to ask for a public health system to create a budget that reflects the actual census and acuity?

What do you suppose we did? We DECLINED their proposal and we'll have to see if the city

pulls their “supposed” raise away as they have THREATENED to do.

The Grievance Grotto



PTO CAP UPDATE

The city provided no progress on this and allowed the grievance to advance to step 4. We are awaiting an arbitration date.

INAPPROPRIATE STEP PAY

The city provided no progress on this and allowed the grievance to advance to step 4. We are awaiting an arbitration date.

LABOR AND DELIVERY MISSED BREAKS

The city provided no progress on this and allowed the grievance to advance to step 4. We are awaiting an arbitration date.

ELEARNING MODULES

The city provided no progress on this and allowed the grievance to advance to step 4. We are awaiting an arbitration date.

BILINGUAL PAY GRIEVANCE

The city provided no progress on this and allowed the grievance to advance to step 4. We are awaiting an arbitration date.

TUITION REIMBURSEMENT GRIEVANCE

Again, we won this grievance. Quite a long time ago.. Not that the city has implemented any remedy.... A proposal was put on the table that all tuition reimbursement funds will carry over until the city has implemented a process that guarantees staff access to these funds.

CNAs IN THE ICU

Contract language guarantees 2 CNAs for each ICU, however according to ICU management those positions do not exist in the budget. We have filed a grievance and have our first meeting on 4/22.

BERT TEAM IN THE ED

Union stewards approached ED management regarding the introduction of BERT team staff to the ED on 3/17. We requested a meet and confer as policy concerning this new class of employee is unclear. We have had many back and forths with HR (who deny this is a meet and confer) and finally have a meeting scheduled on 4/21.



“I signed a no strike clause”



In 2009, the City amended the Charter to deliberately rig the collective bargaining system in the City's favor by creating an arbitrary deadline to complete contract negotiations and a harsh penalty for the unions and their members that do not meet the deadline. These changes to the Charter also made it effectively impossible for workers to use the strongest tool available to us – the right to strike – to advocate for ourselves and the community we serve. As a result, the scales have been tipped in management's favor for years each time we go to the table to bargain a new contract.

Now, a ruling from the Public Employment Relations Board which was just affirmed by the California Court of Appeals has changed everything.

In the past, to the City failed to bargain in good faith until late April and then pushed unions into binding arbitration under the rules in the City Charter to meet the June 15 deadline for reaching an agreement with SFMTA and the May 15 deadline for all other public workers. The unions and their members were forced to abandon important bargaining proposals that benefited the community. Any agreement we reached beyond those deadlines that included economic improvements would be unenforceable until the following year.

Recent decisions from PERB and the courts made it clear that management's way of enforcing the 2009 amendments to the Charter is unlawful.

What does this mean for public workers in San Francisco?

“This victory means we are facing a monumental opportunity. COVID-19 has exposed just how broken many of our workplaces are and how dangerous it is for San Francisco to continue devaluing and underfunding vital public services. Now, for the first time in generations, these rulings allow us to fight for transformative changes by credibly and legally preparing for a strike if management continues to ignore our concerns about the health, safety, and wellbeing of our City’s workforce and residents,” said **Theresa Rutherford**, SEIU 1021 VP of San Francisco.

City management appealed this decision to the California Supreme Court but we are confident that the courts will continue to side with workers like us.

Our job now is to get ready to fight.

We know there has been discussion in some departments about the distribution and use of EADOs for the reporting of missed breaks and other unsafe patient assignments.

This is the response from the union’s chief negotiator on this topic.

“...attempt to confiscate ADO forms from shop stewards is an illegal interference in union activity and an unfair labor practice. Union stewards have a right to document the chronic unsafe conditions you have created. The Union retains the right to file charges with the California Public Employee Relations Board. If you continue to interfere in our members' legally protected right to engage in concerted activity, we will respond accordingly.”

Be assured, documentation of unsafe circumstances is your right and can serve as your protection later on. In the wake of recent criminal charges lobbied against nurses the careful documentation of your daily working conditions could not be more important.



THE
PERK

