



Washington Township Health Care District

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Kimberly Hartz, Chief Executive Officer

Board of Directors

Jacob Eapen, MD
William F. Nicholson, MD
Bernard Stewart, DDS
Michael J. Wallace
Jeannie Yee

BOARD OF DIRECTORS' MEETING

Monday, December 19, 2022 – 6:00 P.M.
Meeting Conducted by Teleconference
Dial In: 510-818-5900 Access Code: 6736

AGENDA

PRESENTED BY:

- | | |
|--|---|
| I. CALL TO ORDER & PLEDGE OF ALLEGIANCE | Bernard Stewart, DDS
Board President |
| II. ROLL CALL | Dee Antonio
District Clerk |
| III. COMMUNICATIONS | |
| A. Oral
<i>This opportunity is provided for persons in the audience to make a brief statement, not to exceed three (3) minutes on issues or concerns not covered by the agenda. "Request to Speak" cards should be filled out in advance and presented to the District Clerk. For the record, please state your name.</i> | |
| B. Written | |
| IV. CONSENT CALENDAR
<i>Items listed under the Consent Calendar include reviewed reports and recommendations and are acted upon by one motion of the Board. Any Board Member or member of the public may remove an item for discussion before a motion is made.</i> | Bernard Stewart, DDS
Board President |
| A. Consideration of Resolution No. 1249
Memorandum of Understanding – Engineers & Scientists of California Local 20 Incorporating Case Managers and Social Workers | <i>Motion Required</i> |
| V. ACTION ITEM | |
| A. Consideration of Elsa McCutcheon Post Retirement Assistance | <i>Motion Required</i> |

VI. ANNOUNCEMENTS

Kimberly Hartz
Chief Executive Officer

VII. CLOSED SESSION

- A. Action Item: Consideration of Closed Session Minutes: November 21, 2022
- B. Report of Medical Staff and Quality Assurance Committee, Health & Safety Code section 32155
 - Medical Staff Committee Report
- C. Conference involving Trade Secrets pursuant to Health & Safety Code section 32106
 - Strategic Planning Discussion
- D. Conference with Legal Counsel – Anticipated Litigation pursuant to Government Code section 54956.9(d)(2)
 - Claim: Kipp Alan McKay
- E. Conference involving Personnel Matters: Chief Executive Officer

VIII. OPEN SESSION

Bernard Stewart, DDS
Board President

Report on Permissible Actions Taken During Closed Session

IX. ADJOURNMENT

Bernard Stewart, DDS
Board President

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the District Clerk at (510) 818-6500. Notification two working days prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.

RESOLUTION NO. 1249

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

Attached hereto is a List of Tentative Agreements that will be incorporated into the Memorandum of Understanding by and between the designated representative of Washington Hospital, that being the Chief Executive Officer, and the **Engineers and Scientists of California, Local 20, FPTE, AFL/CIO and CLC**, hereinafter called Local 20, a recognized majority representative under the terms of Board Resolution 331A and incorporating the Case Managers and Social Workers who petitioned to unionize. This petition was approved by the Board of Directors on June 8, 2022.

The terms and conditions of the attached List of Tentative Agreements will be implemented in their entirety effective upon passing of this resolution.

Passed and adopted by the Board of Directors of Washington Township Health Care District this 19th day of December, 2022:

AYES:

NOES:

ABSENT:

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

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

MEMORANDUM OF TENTATIVE AGREEMENT BETWEEN WASHINGTON HOSPITAL AND IFPTE LOCAL 20 FOR CASE MANAGERS AND SOCIAL WORKERS

Summary of Details

The Parties have reached a tentative agreement, subject to ratification by the membership and ratification by the Board of Directors of Washington Hospital, on the following terms for a new Memorandum of Understanding between the Washington Hospital and ESC/IFPTE Local 20 on behalf of the Case Managers and Social Workers (collectively, "Parties"):

- A. The Parties tentatively agree to the addition of Case Managers and Social Workers to the existing Memorandum of Understanding between Washington Hospital and ESC/IFPTE Local 20 effective for the period of February 1, 2021 through January 31, 2024 ("MOU").
- B. Appendix E – The Parties tentatively agree to the addition of an Appendix E to the MOU consistent with the terms below.
 - 1. The Parties tentatively agree to transition Case Managers and Social Workers from exempt employees to non-exempt employees.
 - 2. Compensation – The Parties tentatively agree to increase Case Managers and Social Workers base wage rate by 5%. The Parties tentatively agree to apply a 1.25% across the board increase, retroactive to August 1, 2022, for Case Managers and Social Workers. The Parties tentatively agree to apply future across the board increases of 1.25% and 1.5% on February 1, 2023 and August 1, 2023, respectively.
 - 3. Per Diem Compensation – The Parties tentatively agree that Per Diem Case Managers and Social Workers shall receive a 10% increase on their base wage rate.
 - 4. PM Shift Differential – The Parties tentatively agree that Case Managers and Social Workers shall receive a \$7.05 differential per hour for employees who work a PM Shift.
 - 5. Weekend Differential – The Parties tentatively agree that Case Managers and Social Workers shall receive a weekend differential of 5% above their base wage rate.
 - 6. Schedule Posting – The Parties tentatively agree that Washington Hospital shall post schedules for Case Managers and Social workers three (3) weeks in advance.
 - 7. Shift Definition – The Parties tentatively agree on the definitions for 8-hour shifts, 10-hour shifts, and weekend shifts.
- C. Section 23. Employee Representatives – The Parties tentatively agree that Article 23 is to be amended as follows:
 - A. The Union may appoint two (2) unit member representatives and two (2) alternates for each department, who will act only in the absence of the named representatives. The appointments shall be made in such manner as the Union determines, at least one of the unit member representatives in the Pharmacy and one in the Lab shall be full-time members, and the Hospital will be notified in writing of such appointments. For Therapists and Clinical

Dietitians, the Union may appoint one Union representative and one alternate from each department and the Hospital shall be notified in writing of such appointment. For Case Managers, Senior Case Managers, Licensed Social Workers and Unlicensed Social Workers, the Union may appoint one Union representative and one alternate from each department and the Hospital shall be notified in writing of such appointment.

D. Section 24. Professional Practice Committee – For staffing and scheduling of Case Managers and Social Workers, the Parties tentatively agree that a Professional Practice Committee will be established and function in accordance with Article 24 of the MOU.

E. Letter of Agreement Regarding Headsets – The Parties tentatively agree to the addition of a Letter of Agreement regarding Headsets, to be consistent with the following language:

Washington Hospital shall make headsets available to all Case Managers and Social Workers who request a headset. Each headset shall be compatible with the phones then in use by Washington Hospital.

F. Letter of Agreement Regarding 10 Hour Shifts – The Parties tentatively agree to the addition of a Letter of Agreement regarding 10 hour shifts, to be consistent with the following language:

During the term of this Memorandum of Understanding, the Hospital and the Union agree to discuss the implementation of additional shifts at ten (10) hours a day. If the Hospital and the Union mutually agree that such shifts may be initiated, they will memorialize their discussion in a Side Letter of Understanding to this Memorandum.



Memorandum

DATE: December 16, 2022
TO: Board of Directors
FROM: Christopher Henry, Vice President & Chief Financial Officer
SUBJECT: Elsa McCutcheon-Post Retirement Assistance

As the Board is well aware, our Healthcare System, like many other healthcare systems, is facing significant challenges in recruiting qualified employees to fill critical positions.

The law allows the District to employ a retired employee before the 180 day waiting period provided that the Board of Directors, certifies “the nature of the employment and that the appointment is necessary to fill a critically needed position before the 180 days have passed” [Cal Gov Code § 7522.56]. The Board’s action may not be placed on the consent calendar.

Elsa McCutcheon retired from the Finance Department, but her skills are needed to perform critical work of limited duration. Elsa continues to be the only accountant who completely understands the Fixed Assets Module and the Projects Module of the ERP applications, MFM, etc. Elsa is needed to continue to perform her prior work and to be available to train her replacement.

We do not make this request lightly. However, these are extraordinary times, and her assistance is of critical importance to the Finance Department.

Recommendation to the Board of Directors: Certify and approve the employment of Elsa McCutcheon to fill a critically needed position, not to exceed \$85 per hour, 20 hours per week until February 28, 2023.

Christopher Henry
Vice President & Chief Financial Officer