

SEIU's Response to CHILDREN'S HOSPITAL Proposal's

Dated May 3, 2022

1 pm

Proposal #2

3.06 Leave Abuse

SEIU **REJECTS** the hospitals proposal

SEIU offers the following Counter Proposal

- Article 3.06 Leave Abuse SEIU propose to increase the number of occurrences in the category of Absence and Tardy in the following way:
- We propose that when a full-time employee has incurred five (5) occurrences, within a twelve-month period, the hospital will notify the employee through verbal communication. The hospital will also document the verbal communication by providing the employee with an email or other document. This requirement must be met before an employee can receive additional disciplinary action for attendance. An employee who within a twelve-month period has had six (6) occurrences will be subject to progressive discipline commencing with a first written notice, eight (8) occurrences will subject the member to a final notice, nine (9) occurrences will subject the member to termination.
- Where there is an extraordinary event while commuting to work, the hospital may determine at its discretion that staff who arrive late to work as a result of the extraordinary event will not be penalized pursuant to the attendance guidelines or otherwise for clocking in late. Any such extraordinary event must be reported to Human Resources within 24 hours of the event; and such determination by the hospital shall be generally applicable to all staff affected by the extraordinary event.

Proposal #3

WITH THE RETENTION OF THE PROCEEDING PARAGRAPH, THE JUNE 17, 2014 SETTLEMENT AGREEMENT RELATING THE REPORTING OF INTERMITTENT FMLA LEAVE WILL NO LONGER BE IN EFFECT AS OF JULY 1, 2022.

SEIU **REJECTS** the hospitals proposal

SEIU offers the following Counter Proposal

Letter shall remain in affect.

Proposal #4

Article 5.05

(d) Joint Committee on Training and Education

(ii) If the Committee does not recommend programs to fund pursuant to Section 5.05(d)(i) above by August 31 of any year, the Hospital will have the right to determine which, if any, training programs, academic courses of study or other projects and activities up to twenty thousand dollars (\$20, 000) will be funded in that fiscal year. Funds not used pursuant to this Section 5.05 will not be carried over from year to year.

SEIU **REJECTS** the hospitals proposal

SEIU offers the following Counter Proposal

(ii) If the Committee does recommend programs to fund pursuant to Section 5.05(d)(i) above by August 31 of any year, the hospital shall make a selection with a plan to move forward with no more than sixty (60) days. The Hospital will have the right to determine which, of the training programs, academic courses of study or other projects and activities will be selected and any unused funds will carry over and the committee will have no less than 2 years to use carried over funds.

Proposal #5

Article 10.09 Separation Benefit

The hospital chose to discontinue this provision

SEIU **REJECTS** the hospitals proposal

SEIU offers the following Counter Proposal

SEIU propose that the hospital shall offer the following separation benefit to bargaining unit members who (a) as of January 1, 2024, have thirty (30) or more years of service with the hospital and (b) voluntarily terminate their employment during the period commencing February 1, 2024, through March 31, 2024: full - time employees shall receive a lump sum separation payment in the amount of seven thousand (\$7,000), less applicable deductions and withholdings, and regularly scheduled part-time employees shall receive a lump sum separation payment on a pro-rata basis less applicable

deductions and withholdings. Terminated employees who receive the separation benefit shall not be eligible for reemployment with the hospital and will not apply for reemployment.

Proposal #6

Article 10.10 Longevity Bonus

The hospital chose to discontinue this provision

SEIU **REJECTS** the hospitals proposal

SEIU offers the following Counter Proposal

Full-time members who attain thirty (30) years of service with the hospital after January 1, 2021 shall receive a lump sum payment in the amount of one thousand dollars (\$1,000), less applicable deductions and withholdings, and regular part-time employees shall receive a lump sum payment on a pro-rata basis, less applicable deductions and withholdings.

Proposal #8 Grievance and Arbitration

12.01 Grievance Defined

A grievance shall be defined as any dispute or disagreement between the parties over the interpretation or application of any specific provision of the Agreement which is not specifically exempted from the provisions of this Article.

12.02 Grievance Procedure

An employee grievance, that is, one initiated by an individual employee, or a Union grievance, that is, one initiated by the Union or a group of similarly affected employees, shall be in writing and signed by the Union's authorized representative and be submitted to the Hospital's designated Human Resources representative within fifteen (15) working days after the occurrence of the event giving rise to the grievance. Issues not raised in a timely filed grievance cannot be raised in arbitration.

The designated Human Resources representative may render a response within fifteen (15) working days after receipt of the grievance. If no response is rendered by the designated Human Resources representative within fifteen (15) working days after submittal of the grievance, the grievance shall be deemed denied. Either party may request a meeting with the other party to discuss the grievance, but such meeting shall not extend the time period outlined above, unless the parties otherwise agree.

If a satisfactory settlement is not effected, the Union's authorized representative may refer the grievance to arbitration by giving written notice to the Hospital's designated Human Resources representative within twenty (20) working days after the Human Resources Representative renders a response or the time for rendering a response expires. **If the Union thereafter does not contact the assigned arbitrator to obtain dates for the hearing within ninety (30) days after referring the grievance to arbitration, the grievance will be considered withdrawn and no further proceedings will be had thereon.**

12.03 Time Limits and Procedural Conditions

For purposes of this Article and throughout this Agreement, working days shall be Monday through Friday, excluding Saturdays, Sundays and holidays. Whenever a party has the right or is required to take some action within a prescribed period after the service of a response or other paper upon him, the period shall begin to run from the date of the postmark upon the notice or other paper if mailed, or from the day of actual service or notice if hand-delivered, e-mailed, or provided in person. Any time limit provided in this Article may in an individual case be extended by a written agreement signed by duly authorized representatives of the parties, but neither party shall be obligated in any way to grant such an extension. All grievances not filed or processed in strict accordance with the time limits and procedures set forth in this Article shall be deemed abandoned without regard to any excuse therefor, and no arbitration shall be required or had thereon.

12.04 Selection of Arbitrator

The parties agree on a panel of seven (7) arbitrators to hear and decide all grievances arising pursuant to this Agreement as follows: Richard Bloch, Charles Feigenbaum, Herbert Fishgold, Joshua Javits, Roger P. Kaplan, **Kurt Saunders (delete)** and Joseph M. Sharnoff. The arbitrators shall be assigned in the order listed, starting from the first and proceeding to the last listed. Arbitrators may be added or deleted by the mutual written agreement of the parties.

SEIU **REJECTS** this proposal

SEIU offers the following

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SEIU propose removing the current Arbitrator panel and make selections from **the FMCS**

Wages

(a) (1) Effective no later than the first full pay period after July 1, 2019, each full-time employee will be paid a lump sum payment of one thousand dollars (\$1,000.00), minus applicable withholdings and deductions. Effective no later than the first full pay period after July 1, 2019, each part-time eligible employee will be paid a lump sum payment of five hundred dollars (\$500.00), minus applicable withholdings and deductions.

(2) Each employee in job classifications listed in Appendix B who is below the maximum for his job grade as designated in Appendix B will receive an increase equal to two percent (2.0%) of his regular rate or an amount equal to the difference between his existing regular rate and the maximum for his position, whichever is less, effective as of the first full pay period following January 1, 2020. Each full-time employee in job classifications listed in Appendix B who is at or above the maximum for his job grade as designated in Appendix B will receive a lump sum payment of two hundred fifty dollars (\$250.00), minus applicable deductions and withholdings effective the first full pay period following January 1, 2020. Each part-time employee in job classifications listed in Appendix B who is at or above the maximum for his job grade as designated in Appendix B will receive a lump sum payment of one hundred twenty-five dollars (\$125.00), minus applicable deductions and withholdings effective the first full pay period following January 1, 2020.

(3) Each employee in job classifications listed in Appendix C who is below the maximum for his job grade as designated in Appendix C will receive an increase equal to three percent (3.0%) of his regular rate or an amount equal to the difference between his existing regular rate and the maximum for his position, whichever is less, effective as of the first full pay period following July 1, 2020. Each full-time employee in job classifications listed in Appendix C who is at or above the maximum for his job grade as designated in Appendix C will receive a lump sum payment of five hundred dollars (\$500.00), minus applicable deductions and withholdings effective the first full pay period following July 1, 2020. Each part-time employee in job classifications listed in Appendix C who is at or above the maximum for his job grade as designated in Appendix C will receive a lump sum payment of two hundred fifty dollars (\$250.00), minus applicable deductions and withholdings effective the first full pay period following July 1, 2020.

(4) Each employee in job classifications listed in Appendix D who is below the maximum for his job grade as designated in Appendix D will receive an increase equal to three percent (3.0%) of his regular rate or an amount equal to the difference between his existing regular rate and the maximum for his position, whichever is less, effective as of the first full pay period following July 1, 2021.

(b) The pay grade assigned to each job classification in the bargaining units and the minimum and maximum regular rates for each pay grade are set forth in Appendices A through D attached hereto. The range minimums shall be increased by the amounts of the percentage increases specified in 4.04(a)(2), (3), and (4) on the first full pay period following January 1, 2020, July 1, 2020, and July 1, 2021, respectively. The range maximum shall be increased by the amounts of the percentage increases specified in 4.04(a)(3) and (4) on the first full pay period following July 1, 2020 and July 1, 2021, respectively.

(c) If an employee is promoted to a higher graded position, he shall receive a wage increase of at least four percent (4.0%) of his regular rate or an amount necessary to reach the grade maximum for the new position, whichever is less, effective as of the first full pay period following his transfer or promotion to the new position.

(d) If, during the term of this Agreement, the Hospital hires an external applicant at a higher rate of pay than incumbent employees in the same classification, where qualifications and

experience (as expressed on the employee's application at the time of hire) are at least equal, incumbent bargaining unit members shall receive an increase in pay equal to the rate paid to the newly hired employee. If the Union believes that the Hospital has violated the requirement in the previous sentence, the Union will notify the Hospital's designated Human Resources representative. The Hospital will review same and provide its response. If the Union disagrees with the Hospital's response, rather than being subject to the Grievance and Arbitration procedure of Article XII, the dispute will be submitted to mediation before arbitrator **Kurt Saunders**. The hospital will consider in good faith any resolution recommended by **Mr. Saunders**.

NOTE: THE FOREGOING IS AN UPDATE

SEIU **REJECTS** the hospitals proposal

SEIU offers the following Counter Proposal

Article 4.04 Wages 8% July 1, 2022; 8% July 1, 2023 & 8% July 1, 2024 & Minimum and Maximum increase 8% each year

Article 4.06 Shift Differential All 10% shall be increased to 15% and all 15% shall increase to 20%

Decompression of Pay Grades

With the last contract negotiation, it was not the intent of SEIU to merge grades 8 - 13. The goal was only to move all workers who made less than \$15/hr to a rate of \$15/hr or more. It was an oversight in the end that needs correcting. This misfortune has caused a lack of incentive towards promotions because promotions are now lateral moves; and entry-level positions that only require a high school diploma or G.E.D. now merged with certified or licensed positions.

SEIU propose to decompress pay grades from the previous contract. Please see the proposed adjustments in attachment A to rectify this issue.

This adjustment would require only (7) seven individuals to receive an increase to the minimum wage of their newly created grade.

Jeannine Mateubew - Takouam (Surgical Tech .65)

Stephanie Quijada (Surgical Tech .37)

Jayson Richardson (Supply Tech .53)

Demyo Talbert - Hawk (Supply Tech \$1.22)

Jamal Jarmon (Radiology Resources Asst .48)

Ashley Austin (Sr. Echo Cardiac Tech .29)

Shawn Grant (Sr. Echo Cardiac Tech .98)

Article 4.04(4)(d) If, during the term of this Agreement, the Hospital hires an external applicant at a higher rate of pay than incumbent employees in the same classification, where qualifications and experience (as expressed on the employee's application at the time of hire) are at least equal, incumbent bargaining unit members shall receive an increase in pay equal to the rate paid to the newly hired employee. If the Union believes that the Hospital has violated the requirement in the previous sentence, the Union will notify the Hospital's designated Human Resources representative. The Hospital will review same and provide its response. If the Union disagrees with the Hospital's response, rather than being subject to the Grievance and Arbitration procedure of Article XII, **the dispute will be submitted to mediation, and the mediator shall be selected from FMCS. The Hospital will consider in good faith any resolution recommended by the FMCS mediator.**