

UNION COUNTER

PROPOSAL

MAY 17, 2022

3:15 pm

## SEIU Counter Proposals for

May 17, 2022 3:15pm

### 1.02 Bargaining Units SEIU Agree

(iv) As specified in the June 16, 2021 Recognition and Neutrality Agreement between the Hospital and the Union, all permanent fulltime and regular part-time (defined as those who are regularly scheduled to work 20 or more hours per work week) employees in the following job classifications who are primarily assigned by the Hospital to work and spend a majority of their work time at the Hospital's regional operations clinic at 2900 Campus Way, North Lanham, Maryland 20706: Patient Access Representative, Sr. Patient Access Representative, Clinical Operations Representative, Sr. Clinical Operations Representative, Reimbursement Associate, Radiologic Technologist, MRI Technologist, Ultrasound & Vascular Tech, Surgical Technologist, and Sterile Processing Tech.

### 1.09 Employee Defined SEIU Agree with the following modification

Whenever the term "employee" is used in this Agreement it shall refer to an employee covered by this Agreement as set forth in section 1.02. Whenever the term "full-time employee" is used, it shall refer to an "employee" who is regularly scheduled to work a minimum of thirty-six (36) or more hours per workweek. Whenever the term "part-time employee" is used, it shall refer to an "employee" who is regularly scheduled to work twenty (20) or more hours per workweek, but less than thirty-six (36) or more hours per workweek.

NOTE: WITH THIS PROPOSAL, SIDE LETTER 1 WOULD BE DELETED

### 4.01 Workweek

The union is not in agreement to change the language in article 4.01 Workweek

**7.02 Personal Day SEIU Agree with the following modification**

An employee with three or more years of continuous Hospital service shall also be entitled to one personal day (8 hours for regular full-time employees and 4 hours for part-time eligible employees) at the employee's regular rate during each Hospital fiscal year. **The personal day will be added to and reflected in each employee's vacation hours by no later than the first full pay period in July of each year.** A personal day must be scheduled in advance with the approval of the employee's Department Head and will be included in the employee's vacation hours and be subject to the provisions of Article IX of this Agreement.

**ARTICLE XII:**

**The union agrees with the hospital's counter – proposal on**

**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 sixty (60) days after referring the grievance to arbitration, the grievance will be considered withdrawn and no further proceedings will be had thereon.**

**The union is not in agreement on**

#### **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~~, 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.

**NOTE: THE FOREGOING IS AN UPDATE. KURT SAUNDERS HAS RETIRED. \* \* \* \***

**The union offers the following counter – proposal:**

**Our original counter-proposal maintained an odd number of arbitrators. Saunders retirement voids the current language of**

**having seven arbitrators. We can mutually agree to reduce the number to five as our original counter - proposal suggest or we need to select another arbitrator to bring the number back to seven**

**The union agrees with the hospital's counter proposal on Article 4.04 replacing Kurt Saunders with Roger P. Kaplan**