

UNION PROPOSAL

MAY 17, 2022

10:30 AM

## Union May 17, 2022, Response to Hospital Proposals<sup>1</sup>

Dated May 3, 2022

May 17, 2022 10:30am

### **Article 5 §5.05 In-Service Training and Educational Assistance**

The Union acknowledges the Hospital's proposal withdrawal and withdraws the Union proposal

### **Article 10 §10.09 Separation Benefits**

- The Union acknowledges the Hospital's proposal withdrawal and **resubmits** its counter proposal with the following modification:

Reduce the dollar amount from \$7,000 to **\$6,000**

### **Article 10 §10.10 Longevity Bonus**

- The Union acknowledges the Hospital's proposal withdrawal and **resubmits** its counter proposal with the following reduction in the period of employee eligibility:
- Full-time members who attain thirty (30) years of service with the hospital between **January 1, 2021, and January 1, 2023** shall receive a lump sum payment in the amount of one thousand dollars (\$1,000), less applicable deductions and withholdings, once attaining the 30 year mark and regular part-time employees shall receive a lump sum payment on a pro-rata basis, less applicable deductions and withholdings.

### **Article 12 §12.02 Grievance Procedure**

- The Union offers a Counter proposal with the following modifications:

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.

---

<sup>1</sup> The Union is only responding to the Hospital's counter proposals received by the Union on May 12, 2022. The Union counter proposals presented on May 12, 2022, prior to the Hospital's remain on the table awaiting responses from the Hospital.

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 affected, 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.**

#### **§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~~ 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

**The Union agrees with the removal of Kurt Saunders (retired) from the current Arbitrator panel and propose the removal of Richard Bloch to maintain an odd number of panel members.**

Additionally in Article 4 §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 before Roger P. Kaplan. The Hospital will consider in good faith any resolution recommended by Mr. Kaplan.**