

SEIU COUNTER - PROPOSAL

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May 19, 2022

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2.01 Hospital Rights

SEIU **REJECTS** the hospital's proposal

SEIU offers the following Counter Proposal

(a) All management rights, functions and responsibilities which are not specifically restricted or limited by a specific provision of this Agreement are retained and remain vested exclusively in the Hospital. The Hospital shall have the right and responsibility in its sole discretion to generally manage the Hospital to attain and maintain full operating efficiency and optimum patient care without regard to any past practice or condition. Without limiting in any way the generality of the foregoing but merely by way of illustration, the Hospital shall have the right to hire and determine qualifications for new employees; the right to determine staffing for any unit or department, **and the right to transfer employees from one department or location to another, there shall be no temporary transfers from one department or location to another of more than (1) time per shift**; the right to schedule employees; the right to organize, reorganize, combine or discontinue units or departments, or to transfer or subcontract all or any portion of the work now or hereafter done by employees; the right to combine, **modify**, add to or abolish jobs **and job classifications, including the right to modify job descriptions**; and the right to promulgate rules and regulations applicable to employees. The Hospital shall also have the right to establish new jobs and assign pay grades thereto consistent with established pay grades and the right to create, modify, revise or issue new performance evaluation forms and/or similar documents used to rate employee's performance; provided, however, that the Hospital will not establish new jobs and assign pay grades thereto or create, modify, revise, or issue new performance evaluation forms and/or similar documents **without first obtaining the views of the Union.**

11.04 Application of Seniority

SEIU **REJECTS** the hospital's proposal

SEIU offers the following Counter Proposal

11.04 Application of Seniority

(1) In cases of promotions, **lateral transfers to another open position** and reductions in force and recalls the Hospital shall consider the following factors: (a) the qualifications and ability of an employee to perform the work and (b) the seniority of the employee. Where factor (a) is relatively equal, then (i) seniority in the job classification within the facility shall govern in the case of layoffs or reductions in force and recall and (ii) seniority shall govern in the case of **lateral transfers** in determining factor (a) the Hospital's determination shall be conclusive, unless the Union demonstrates that it was clearly erroneous. For purposes of this Section, factor (a) shall include discipline the employee received during **the six (6)** months prior to the reduction in force where the disciplinary action(s) relates to or negatively reflects upon the employee's ability to perform the duties of his position; **and** promotions. In determining factor (a) the Hospital's determination shall be conclusive, unless the Union demonstrates that it was clearly erroneous. For purposes of this Section, factor (a) shall include discipline the employee received during **the twelve (12)** months prior to the reduction in force where the disciplinary action(s) relates to or negatively reflects upon the employee's ability to perform the duties of his position.

NOTE: THE FOREGOING IS FOR PURPOSES OF CLARIFICATION ONLY.

(2) With respect to promotions, whenever a vacancy occurs, the Hospital shall post the position. The Hospital will make the posting available outside of the Human Resources Department and on the Hospital intranet site along with a description of the required duties and qualifications, for at least five (5) working days, and the Hospital shall not otherwise advertise the position or make an appointment thereto during the said period. Employees at the facility and within the department where a vacancy occurs will be notified that the vacancy has been posted on the Hospital intranet site. If an employee is not selected for a position for which he has applied, the Hospital will provide such employee within a reasonable period of time with notification that he was not selected and a brief statement of the basis for its decision.

(3) In filling a vacancy (**whether it would be a promotion or a lateral transfer to an open position**), the Hospital shall give preference to incumbent employees in the job classification at the facility and within the department who apply for the position in the following order, provided the applicant is qualified to fill the vacancy: (a) incumbent full-time employees in the same job classification who want to change hours/shifts, based on seniority if two or more such employees apply; and then (b) incumbent part-time eligible employees in the same job classification who want to become full-time, based on seniority if two or more such employees apply.

SEIU AGREE with the following

Article 1.02 Bargaining Units

(a) The employees of the Hospital covered by this Agreement are limited to the employees in the following units and none other:

(iv) As specified in the June 16, 2021, Recognition and Neutrality Agreement between the Hospital and the Union, all permanent full-time 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 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) and up to forty (40)** 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 a minimum of twenty (20) or more hours per workweek, but less than thirty-six (36) forty (40) or more hours per workweek.

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 sixty (60) days after referring the grievance to arbitration, the grievance will be considered withdrawn and no further proceedings will be had thereon. **[UNION INDICATED AGREEMENT ON 5/17/22]**

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, emailed, 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. Children's Hospital Counter Proposal May 19, 2022 13 83626997v.2

12.04 Selection of Arbitrator

The parties agree on a panel of six (6) 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. * * *

NOTE: THE HOSPITAL AGREES TO REPLACE KURT SAUNDERS WITH ROGER P. KAPLAN IN SECTION 4.04(D) [UNION INDICATED AGREEMENT ON 5/17/22]

SEIU is NOT in agreement with

4.01 Workweek The normal workweek for full-time employees shall consist of a **minimum of thirty-six (36) to forty (40) hours**, exclusive of meal periods. Nothing in this Agreement, however, shall be construed as a guarantee by the Hospital of hours worked for any period. Employees shall report properly dressed and ready for work at their job location and quit work at their job location at the time designated by the Hospital at the beginning and end of their workday, unless otherwise expressly directed by the Hospital. There shall be at least one thirty (30) minute unpaid meal period in any workday equal to or greater than four (4) paid hours; this meal period shall not be counted as time worked. No change in the workweek or work schedule of more than twenty-five (25) percent of the employees in any classification shall be made without obtaining the views of the Union thereon.

SEIU Offers the following modifications

7.02 Personal Day

(a) 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