

SEIU

COUNTER PROPOSAL

MAY 23, 2022

6 PM

SEIU Counter Proposals

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Hospital Proposal #1

2.01 Hospital Rights

(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 unit to another or one work location to another (provided, however, (i) employees whose job duties do not regularly require them to work in different work locations, units or departments will normally not be transferred more than two (2) times in one (1) shift (If management consistently exceeds these limits the hospital and the union will meet to discuss the issue) and**

(ii) no employee who is assigned to one geographic location/facility will be transferred ^{NO} **between more than two (2) geographic locations, more than once within one (1) 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 (provided the Hospital will first obtain the views of the Union thereon as long as doing so will not unreasonably delay the change); 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 employees 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.

Hospital's 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, seven (7) occurrences will subject the member to a final notice, eight (8) 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.
- The hospital shall establish a new category to track "**Early Departure**". If an employee reports for their regular scheduled shift and become ill and request to go home, the departure will not be counted against them. If an employee has an "**Early Departure**" of less than four (4) hours of their scheduled shift, for any other reason not more than three (3) times in a twelve (12) month period the employee will be subject to a written warning; four times(4) within a twelve (12) month period the employee will be subject to final warning; and five (5) times within a twelve (12) month period the employee shall be subject to termination.

SEIU withdraws our proposal #2 Holiday's for Juneteenth