

CRMC Contract Proposal #2

Date _____

Time _____

The Union reserves the right to add to, subtract from, or otherwise modify its proposals at any time.

Non-Economic Proposals

1. Article 3 Bulletin Boards: Add locations in Breezy Point Clinic, Longville Clinic, Same Day / Clinic area, the Sleep Center and include a provision to mutually agree on a new bulletin board location in the event remodeling affects any of the bulletin board locations included in the article.
2. Absenteeism Policy: Include the absenteeism policy as an addendum to the contract. Amend the policy along the following ways:
 - a) If an employee is ill with a communicable illness like Influenza and they are not permitted to work under CRMC policy such absence will not count towards discipline under the attendance policy.
 - b) Excused absences: If an employee is absent due to an illness or injury and/or the illness or injury of a direct family member for whom they provide care, and the employee has a doctor's note for the absence, such absence will not count towards discipline under the CRMC attendance policy.
3. (TA 8/26/19) Article 29 Leave without Pay: Amend to "...the Medical Center may grant permission to use up to ~~twenty four (24)~~ 3-days' worth of (ex. 24 hours for 8-hour shift employees; 36 hours for 12-hour shift employees) Leave Without Pay hours per calendar year. ~~Sixteen (16) of those hours~~ 2 days (16 hours for 8-hour shift employees; 24 hours for 12-hour shift employees) of such leave must involve incidents of special need that have been approved by the Department Supervisor. Incidents of special need are important personal needs that cannot be met outside the normal work day. Up to ~~eight (8)~~ one days' worth of the total Leave Without Pay hours per calendar year may be used for any reason with prior supervisory approval. Leave Without Pay hours will not affect employment status.
4. Amend PTO Addendum: ELIP Hours. Bullet #4: The ELIP may not be used until after an employee has missed 24 hours consecutively ~~the fourth consecutive day as a result of an illness~~. The first ~~four days~~ 24 hours of an illness must be paid from an employee's PTO account.
5. Article 6 Employee Definitions: Review and clarify PT Over/Under definition to ensure all employees have an FTE.
Add new first paragraph: "All employees shall be given an FTE upon hire, indicating the number of hours the employee has committed to work each pay period and that the employer has agreed to provide..."

6. Article 7 Hours of Work and Overtime: with the advent of Chronos system we would like to discuss new language for:

E. How extra hours (including OT) are awarded:

"Overtime shall be distributed as evenly as possible to all employees who are qualified to perform the duties required, irrespective of seniority. Extra hours shall be offered to all employees, after the schedule is posted. The original schedule will indicate known holes in the schedule. Employees will be given the opportunity to make known (via email or an availability list) their interest in working extra hours. For the first 5 days after the schedule is posted, overtime will be offered as follows, from those indicating availability:

- 1) non-overtime, most senior employee in the job classification).
- 2) overtime, most senior in the job classification.
- 3) non-overtime, most senior qualified employee outside of a job classification.
- 4) Overtime, most senior qualified employee outside of a job classification.

After 5 days, the holes have been filled, any remaining holes will be filled on a first come first served basis, from among the qualified employees, irrespective of seniority.

L. Review start times

O. Scheduling- who does the schedule/posting schedules

"The Department supervisor shall ~~prepare~~ be responsible for employee work schedules. The schedules shall cover at least two pay periods. At least ~~two~~ two weeks prior to the end of second pay period, a schedule for an additional pay period shall be posted. These schedules may be altered as needed according to staffing requirements. When an employee is notified of a work reduction less than one (1) hour prior to the beginning of the affected shift, he/she shall be eligible for two (2) hours of work. Notification shall be accomplished by calling the phone number the employee has given the Medical Center to be contacted about such schedule changes. Employees who are not available for notification shall not be eligible for this benefit."

P. (TA 8/26/19) Update double shift coupon language for current practice

T. (New): Address the Mandatory Shifts Issue at Heartwood

Effective immediately, a \$75 dollar bonus will be provided to employees who agree to work an extra shift at Heartwood, during periods of time when the facility is understaffed. The extra shift and bonus will be offered to all qualified employees, including those who work primarily at the Care Center or Hospital. If the employer is unable to fill extra hours, even after offering the extra shift bonus, the employer will contact a pool agency to cover the shift.

7. Article 8 Wages M.: Define Leads

Proposal:

“A: Leads Defined. Leads are bargaining unit employees who are regularly assigned additional duties under the supervision and direction of a manager, which may include, but are not limited to the following:

1. Direct and check the work of others.
2. Participate in the orientation and/or training of employees and provide feedback to management.
3. Co-ordinate the workflow among employees within the work area.
4. Provide technical or functional direction and support to employees.
5. Inform management on operational needs of the department.
6. Assist with the creation of work week schedules.

Besides these duties, Leads must participate in the regular work of their classification within the department.

B: Leads are not supervisors. Leads do not act in the role of a supervisor and are not given any authority for performance evaluations, disciplinary actions, or decisions to hire or fire bargaining unit employees. Also, Leads may not perform the following duties, except according to a jointly pre-approved process in the absence of the department supervisor or manager:

1. Approve requests for time off, schedule changes or additional hours/overtime.
2. Determine sick call replacement.

Leads may not perform the following duties under and circumstances: maintain time and attendance records. (Documenting sick calls, for example, for a supervisor is not considered maintaining time and attendance records.)

8. Article 8 Wages N.: Define coordinators
9. Article 8 Wages: New- Incorporate CHEST premium LOU into Article. Add, “The opportunity for Chest certification will be offered at least once per calendar year”.
10. Article 10 Vacations
 - A. Compensation for vacation shall be included in the Medical Center's Paid Time Off Plan. (See addendum).
 - B. Bid Periods: Employees shall submit a written schedule of anticipated vacation periods to their supervisors through kronos. Employees requesting vacation during the months of January, February & March shall submit their requests starting between September 23 and October 1, of the previous year. Employees requesting vacation during the remaining months shall submit their requests starting between January 1, January 8 of that year. Vacations submitted during this window period will be granted by seniority. The manager of each department will post the number of vacation slots available per day prior to the bid period so employees know what is available. The manager will post the results of the vacation bidding within 15 days of the close of the bid period.
 - C. Vacation time requested outside of the bid period will be granted on a first come first serve basis. If a conflict occurs, seniority will be used to determine which employee will

receive vacation. A conflict occurs when two or more employees submit their schedule requests on the same day for the same time off. Within twenty-one (21) calendar days after a manager receives a PTO request, the manager will respond to that request either granting or denying it.

- D. The vacation request book (or calendar) shall be readily available to employees in all departments at all times. The vacation request book (or calendar) should show what days are available for vacation requests.

11. Article 15 Seniority (F)

If a vacancy shall occur in an existing classification and the Medical Center determines to fill it, such vacancy shall be posted on the Medical Center's website (www.cuyunamed.org) for seven (7) ~~four (4)~~ days (posted before 8:00 a.m. and removed no earlier than 4:00 p.m.) and any employee may apply online as an internal applicant for such vacancy during such seven (7) ~~four (4)~~ day period. If a vacancy is posted over the weekend, that weekend counts as only one (1) day of the seven (7) ~~four (4)~~ day posting period. Employees by classification in the department in which the vacancy occurs, if qualified, shall be given preference according to seniority in filling such vacancy...

12. Article 17 Grievance Procedure: Modify- mostly for clarification purposes, as follows:

A. Any dispute relating to the interpretation of or adherence to the terms and provisions of this Agreement, or arising out of disciplinary and discharge actions taken by the employer shall be handled subject to the grievance and arbitration process as follows.

On a case by case basis, the time limits outlined in this Article may be extended by written mutual agreement of the parties as entered into between a Union Steward or Union Representative and the Director of Human Resources or designee.

~~Step 1~~Pre-Grievance: The employee and/or Union Steward/Representative shall discuss the grievance with his/her immediate supervisor in an attempt to resolve the issue. The pre-grievance process will not extend or delay the timelimits for filing a grievance, unless otherwise agreed pursuant to this Article.

Step 1: Written Grievance: If the grievance is not resolved in Step 1, it shall be submitted in writing to the Medical Center, shall specify in detail the alleged violation of the contract, and shall be received by the Executive Director of Human Resources no later than ~~fifteen (15)~~ twenty (20) calendar days following the date of the occurrence. Grievances relating to compensation shall be timely if received by the Medical Center no later than ~~fifteen (15)~~ thirty (30) calendar days following the date of receipt of the check by the employee. Following receipt of the written grievance by the Medical Center, representatives of the Medical Center and the Union shall meet in an attempt to resolve the grievance. Subsequent to the meeting between the representative of the Medical Center and the Union, the Medical Center shall present a written answer to the grievance within ~~fifteen (15)~~ ten (10) calendar days from the date of the Step 2 grievance meeting.

~~Step 3~~Step 2: In case no settlement can be arrived at between the parties in Step 1 or 2 the pre-grievance step above, the matter in dispute may be submitted to the Federal

Mediation and Conciliation Services for resolution if both parties mutually agree. The utilization of Step ~~2~~ ~~3~~ does not prevent either party from utilizing the arbitration procedure in Step ~~3~~ ~~4~~.

~~Step 4~~ Step 3: If the grievance is not resolved in Step ~~1~~ ~~2~~, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within ~~seven (7)~~ thirty (30) calendar days following the receipt of the written answer to the grievance. The Medical Center and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from the list of nine (9) neutral arbitrators to be submitted to the parties by the Federal Mediation Services.

The authority of the arbitrator shall be limited to making an award relating to the interpretation or adherence to the written provisions of this Agreement and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance and the arbitrator shall have no power to decide any other issues. The award of the arbitrator shall be in writing and shall be final and binding upon the Union, the Medical Center and the employees.

~~The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing.~~ The fees and expenses of the neutral arbitrator shall be divided equally between the Medical Center and the Union.

~~The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow such time limitations shall result in the grievance being permanently barred, waived and forfeited and shall not be submitted to arbitration.~~

Nothing contained in this collective bargaining agreement shall be construed to impair any of the rights of the Employer, the Union, or the employees under any of the applicable state or federal laws.

13. Article 23- Delete Article

14. New Article 23: Health and Safety

“Workers Compensation: CRMC shall provide the Union with copies of any first report of injury reports submitted by SEIU-represented Employees.

Health and Safety Education: The Union shall have the right to select a member to participate on any health and safety committees. No employee shall be required or allowed to work on any unit or operate any equipment until the employee has received proper education, training, an instruction.

Respectful Workplace: The Union and CRMC are committed to providing a work environment that is free from hostile, abusive and disrespectful behavior.”

15. Article 36 Labor Disputes:

~~The parties recognize that it is essential to provide for the continuity of care to ensure that~~

patients and residents receive the care and attention that is needed. Accordingly, it is agreed that there shall be no strikes, slowdowns, sympathy strikes, picketing, bannering, boycotts or any other interference of any kind with the Medical Center's operations, whether coercive or otherwise, participated in by the Union, its agents or employees covered by this Agreement. There shall be no strikes or lockouts, of any kind whatsoever, during the term of this agreement. This prohibition against strikes and other prohibited activity shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance and arbitration provisions contained in this Agreement. ~~During the term of this contract the Medical Center agrees that there shall be no lockout.~~

16. Article 37 Duration: We are open to a 3-year contract, but it will depend on the economic terms.
17. Review and clarify job descriptions
 - A) Admitting Clerk- why include Lead Duties?
 - B) EVS Aide and Tech- duties
 - C) Surgery Aide (Helen position) + Separate class + pay rate Certification Opportunities for those who have it
 - D) PAS and Dept Aides
 - E) Address opportunities for those in Surgery Aid (and other classifications) who are certified, having the opportunity to maintain their certification

Clean Up Items:

1. Incorporate mid-contract wage scale changes into wage scales to ensure accuracy and clarity.
2. (TA 8/26/19) Incorporate dues LOU into the text of Article 5 Union Security.
3. (TA 8/26/19) Include any new clinic locations/newly created job classifications (i.e. Painter/Carpenter Position) into the agreement, where appropriate.