

**SEIU CONTRACT PROPOSALS  
SEPTEMBER 27, 2011**

**Article 4., Wages, Hours and Overtime**

Shift Differential: All permanent full-time and permanent part-time eligible employees in the bargaining unit shall receive a shift differential of ten percent (10%) of their actual hourly rate of pay (base rate) for designated evening or night shifts for all hours worked beginning at 3:00 p.m. until the end of such shifts or for other hours worked between 7:00 P.M. and 7:30: A.M., provided that employees whose shifts begin between 6:00 A.M. and 7:30 A.M. will not be entitled to a shift differential. If an employee's shift involves working more than four hours after 5:00 P.M. up to 7:30 A.M., said employee shall receive shift differential pay for their entire shift.

Weekend Shift Differential: Day shift, Saturday and Sunday, provided at least three hours of the shift must be worked between 7:00 a.m. and 3:30 p.m. at the rate of 10% of the employees actual hourly rate.

Evening and Night shift at the rate of 15% of the employees actual rate of pay for Saturday and Sunday provided at least three hours of the shift must be worked between 3:00 p.m. and 11:30 p.m. and 11:00 p.m. and 7:30 a.m. respectively.

**Article VI Attendance and Tardiness:**

(I) Leave Abuse

(ii) Delete Paragraph (Effective April 1, 2009, if an employee calls-in and has insufficient accrued paid-time-off cash values to cover the absence, the employee will be subject to discipline regardless of whether the call-in would otherwise be considered leave abuse)

Add-"The rate at which PTO is used or the level of PTO remaining in an employee's PTO accrual bank will not be the basis of discipline."

**Article IX and X Grievance and Arbitration:**

**9.2. Procedure:** An employee having a grievance shall submit such grievance, in writing, signed by the grievant or an authorized union representative on behalf of the grievant to the Hospital's Director of Personnel Relations within ten (10) working days from the time the grievance arose.

### **10.1 Selection of an Arbitrator:**

Delete panel of arbitrators.

Selection from a panel of 7 arbitrators provided by the Federal Mediation and Conciliation Services.

### **10.2. Authority of the Arbitrator:**

Delete: "In the event any arbitral award is issued providing for back wages or other retroactive relief, the employees involved shall never be entitled to an amount exceeding one hundred and twenty (120) days of pay or other retroactive relief..."

### **Article VIII, Section 8.2 (a) Layoff, Reduction in Force and Recalls:**

(1) The Hospital shall offer the employee another position, as set forth below:

- Language contained in Union/Hospital discussion WHC Proposal #4 dated May 24, 2011, closed on May 19, 2011.

### **Article III. Discipline and Discharge**

#### **3.1. Causes for Discharge and /or Discipline:**

Delete: "When an extension of the ten (10) day period is necessary, the Hospital will give the Union prompt written notice of the circumstances necessitating the extension."

Add: The Hospital must get written permission from the Union to extend time on grievances.

Add: Employees can request use of their PTO hours when placed on an indefinite suspension.