



Yes, We Have a Contract!

At nearly midnight on Friday, after months of hard work, we reached a tentative agreement with CHW for a contract covering nearly 600 SEIU members at French and Marian Hospitals. The results are an accomplishment of each of our primary goals, and one of the best healthcare contracts in the nation.

We enthusiastically & unanimously recommend: A YES vote to ratify our Agreement!

Complete copies of the tentative agreements will be available at the ratification meetings scheduled for later this week (More information on the actual vote times and places will be available over the next few days). **To be eligible to vote, an employee must be a member of the Union.** The following is a summary of our agreement.

SUMMARY OF TENTATIVE AGREEMENT

I. Terms of the Agreement

1. **Master Contract:** Inclusion into statewide SEIU/CHW master agreement. **April 30, 2008 expiration date:**
2. **No Reduction in Standards; Standards Preserved:** No employee shall suffer any reduction in wages, benefits or other terms of employment as a result of this agreement. Unless status quo is specified, SEIU members enjoy all improvements under this agreement.

II. Substantial WAGE INCREASES for all SEIU-UHW members

Wage increases for every SEIU-UHW member ranging from seven percent (7%) to sixty seven percent (67%) depending on how far below scale each individual is for their job classification. Most SEIU-UHW members will see increases in the fifteen (15%) to twenty five percent (25%) range over the one-year course of our agreement.

By March of 2008, all SEIU-UHW members will be placed onto a wage scale based on their DATE OF HIRE SENIORITY-bringing standards and fairness into wages at both facilities.

1. Increases will begin Retro-Active to January 1, 2007- at three Percent (3%) across the board for all SEIU-UHW members
2. May 2007: Two percent (2%) across the board for all SEIU-UHW members
3. November 2007: Minimum Two Percent (2%) increase for all members who are above the wage scale and Maximum Eight Percent (8%) for all below the wage scale
4. March 2008: For all SEIU-UHW members not yet to scales, the wage scales will be fully implemented-including all remaining increases necessary to bring every SEIU-UHW member up to fair and equitable wage rates based on seniority

III. Other Economic improvements and Benefits

5. **Training and Upgrade Fund:** The agreement establishes our inclusion into a jointly administered \$4,000,000 training fund to be made available to SEIU members in CHW for career advancement opportunities.
6. **Lead Differential:** SEIU-UHW members who have job titles including "lead" and who direct other employees will have a ten percent (10%) differential over their base rate. Employees who serve as "lead" on a sporadic, rotating or temporary basis shall receive pay for relief in a higher paid classification.
7. **Relief in a Higher Paid Classification:** When an employee performs work in a classification paid higher than their own they will receive either a five percent (5%) increase above their base rate or the starting rate in the classification they are relieving-whichever is more. Employees who have a second position will have a second rate of pay applicable to the job.
8. **Standby and Call Back:** All employees who are required to be on standby will be paid four dollars and fifty cents (\$4.50) per hour for all hours on standby. If called to work when on standby, an employee shall be compensated at one-and-one half (1 1/2) times his/her straight time rate plus applicable shift differential. Standby will also be paid on callback hours. Employees called in to work when on standby shall be compensated for a minimum of two (2) hours at the callback rate.
9. **Shift Differential:** All employees who work the PM or Night shifts will be paid a minimum shift differential of one dollar (\$1.00) per hour on the PM shift and one dollar and fifty cents (\$1.50) on the night shifts. Any better differential in place will remain.
10. **Compensation Rate Review:** Allows the union to re-open wages over the life of our contract for additional increases above agreed upon amounts using prevailing wage data for similar job classifications in each geography.
11. **Bereavement Leave:** Expanded coverage- benefited SEIU-UHW members twenty-four (24) hours paid time to be taken within seven (7) calendar days of the death. Non-benefited employees will be granted up to three (3) days unpaid leave. We are entitled access bereavement leave for loss of: Spouse, parents, children, step-children, siblings, grandparents, grand children, current parent-in-law or any other person living in the same household, or a parent of any other person living in the household.
12. **Retirement:** A statewide CHW defined-benefit pension plan will be made available to SEIU members at both French and Marian Hospitals, with years of service to be applied for vesting credit.

(OVER)

13. Retiree Health Insurance:

1. The employer will make available an individual guaranteed issue retiree health care plan for employees who retire at age 65 or later. The employer will not be responsible for paying premiums necessary to maintain the plan.
2. In March an employee will be eligible to receive a retiree health contribution into his/her CHW 401a account if the employee has completed the years of service and reached the age specified in the chart below. Years of service must include at least five (5) years of continuous service immediately preceding the contributions, during which the employee completes one thousand (1000) hours of service per calendar year.

	Years of Service			
	15+	20+	25+	30+
Age				
60	\$10,000	\$10,000	\$10,000	\$15,000
61	\$10,000	\$10,000	\$10,000	\$15,000
62	\$10,000	\$10,000	\$15,000	\$20,000
63	\$10,000	\$15,000	\$20,000	\$25,000
64	\$15,000	\$20,000	\$25,000	\$30,000
65	\$20,000	\$25,000	\$30,000	\$38,000

14. **Health Insurance:** The Employer has committed to provide **at no cost** to regular employees fully employer paid medical, dental and vision benefits for employees, their spouses, other legally domiciled adults, and children
15. **Continuing Education Leave & Tuition Reimbursement:** In addition to regular employees being eligible for up to 32 hours per year of paid education leave (pro-rated for part-time employees), our new agreement increases tuition reimbursement to a maximum of \$3,000 per year.

IV. A Real Voice In Staffing and Our Working Conditions and our Future at CHW

1. **Statewide Joint Labor Management Committee:** Two Union representatives from each CHW facility will sit on a statewide committee with CHW to address any on-going system-wide issues we have with our employer.
2. **Patient Care Committee:** Our new agreement maintains our language providing us a forum to protect and improve staffing and to address other concerns around patient care. Unresolved issues can be submitted to arbitration for final and binding resolution.
3. **Health & Safety:** The Employer has re-iterated its commitment to facility based committees to discuss and resolve health and safety issues.
4. **No Management’s Rights Clause:** Unlike most Union contracts, our agreement allows us to have a voice on virtually all matters related to our work at CHW.

V. Job Security:

1. **No Subcontracting:** The agreement re-iterates that there will be no subcontracting of bargaining unit work in the facility and if the Employer tries to move our work out of the facility we have the right to strike.
2. **Every Effort to Avoid Layoffs:** The Employer agreed to “make every effort to avoid layoffs” including layoffs and daily cancellations. Furthermore, if it becomes necessary to lay employees off, layoffs will occur in reverse order of seniority, meaning a less senior employee will be laid off before a more senior employee.

VI. Seniority & Job Bidding

1. **Job Bidding:** Provided that an employee meets the minimum qualifications, a position will be awarded to the most senior applicant.
2. **Transfer Rights:** Employees will have the right to bid on job at other CHW facilities covered by the Master Contract.
3. **Carrying Seniority Into Another CHW Facility:** For the purposes of wage scales and benefit accruals, the seniority of an employee transferring from one CHW facility to another will be maintained. For the purposes of layoffs and job bidding, an employee who transfers from one CHW facility covered by the Master Contract to another will have his or her seniority transfer.

VII. Other Items

1. **Stewards Rights:** Four hours paid-time for stewards to work on solving problems in the workplace.
2. **Change of Ownership:** CHW agrees not to sell a facility to evade the terms of our agreement, with a commitment to discuss any potential sale of a facility with our union well in advance of signing any definitive sale agreement.
3. **Job Positing:** Our new agreement clearly defines when and how a job vacancy is to be posted.
4. **Lost-Time Pay for Negotiating Team:** The agreement calls for the employer to ensure no loss in pay for two employees per facility elected by our members as representatives for our statewide bargaining team.

An Agreement Of Which We All Can Be Proud

This agreement is the product of the efforts of workers who were determined to have a real voice in our future, fairness in wages and to make CHW French & Marian better places to work and where patients can receive high quality care.

Plan on Attending the Ratification Meeting!

SEIU-UHW We Are Stronger Together!