

COLLECTIVE BARGAINING AGREEMENT

by and between

WASHINGTON HOSPITAL CENTER

and

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 722

Term of Agreement

July 1, 2014

through

June 30, 2017

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THIS AGREEMENT, effective as of July 1, 2011, is made and entered into by and between the WASHINGTON HOSPITAL CENTER, party of the first part and hereinafter referred to as the "Hospital", and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 722, party of the second part and hereinafter referred to as the "Union".

WITNESSETH:

WHEREAS the Hospital is furnishing an essential public service vital to the health, welfare, safety and comfort of the community, and

WHEREAS it is the intent and purpose of the parties hereto that this Agreement promote and improve the care and comfort of the patients of the Hospital as well as the interests of its associates, to avoid interruptions and interferences with services to patients, to promptly and peacefully resolve all disputes and differences between the parties, and to set forth herein their agreement covering rates of pay, hours of work and conditions of employment,

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

Article I
UNION RECOGNITION, UNIT AND PROBATIONARY PERIOD

1.1 Union Recognition: The Hospital recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment of those associates of the Hospital listed in 1.2 of this Article.

1.2 Bargaining Unit: Those associates covered by this Agreement are limited to the following associates of the Hospital, and none other:

All permanent, full-time associates (defined as those who fill a permanent position, work on a regularly scheduled basis, and work at least forty (40) hours per week or eighty (80) hours per pay period, denominated as "PF") and all permanent, part-time eligible associates (defined as those who fill a permanent position, work on a regularly scheduled basis, and work at least twenty (20) hours but less than forty (40) hours per week, or at least forty (40) hours but less than eighty (80) hours per pay period, denominated as "PE") in the job classifications

attached to the Certifications of Representative issued by the National Labor Relations Board on March 31, 1975 under Case No. 5-RC-9214, and on May 16, 1975 under Case No. 5-RC-9293, and any newly created job classifications similar to, or related to, such classifications similar to, or related to, such classifications and appropriate for inclusion in the unit, but excluding all professional associates, guards and supervisors as defined in the National Labor Relations Act, as amended, part-time associates who work less than twenty (20) hours per week or less than forty (40) hours per pay period, temporary associates defined as those who fill a temporary position and normally will not work beyond the probationary period, whether full-time or part-time temporary, and all other associates.

1.3 Probationary Associates:

(a) All associates newly hired or rehired after termination of their seniority, either prior to or after the date of this Agreement, shall be considered probationary associates until completion of ninety (90) days of employment. When a newly hired or rehired associate fills a job classification which requires a training program, the probationary period shall be automatically extended by an amount of time equal to the length of that training period. During the probationary period a probationary associate will not be covered by any of the terms and conditions of this Agreement and may be discharged by the Hospital with or without cause.

(b) The Hospital has the unilateral right to extend the probationary period for up to an additional thirty (30) days for newly hired or rehired associates. The Union shall be notified of such extension and be informed as to the length of such extension.

(c) If an associate is promoted or transfers to another job, that associate shall also be considered an “on trial” associate for the first ninety (90) days of service in the new promoted or transferred job. The Hospital has the unilateral right to extend the “on trial” period for up to an additional thirty (30) days for associates who have been transferred or promoted. The Hospital shall inform the associate and the Union of such extension, the length of the extension, and the reason(s) for the extension, in writing. If during the original or extended “on trial” period the associate’s job performance does not meet the Hospital’s expectations, the Hospital shall:

(1) Return the associate to the former position if it is available; or

(2) If the associate’s former position is not available, place the associate in any other available position comparable to the position occupied prior to the promotion or transfer and to the salary in effect prior to the promotion or transfer, and such associate shall not suffer any loss in pay as compared to the wage rate for the job held prior to the promotion or transfer. “Comparable” as used herein, refers to a job which is the same status (full-time or part-time eligible), grade and step, and requires the same or similar skills, functions or abilities to perform the duties and

functions of the job; it shall not refer to the same shift as the associate's prior job. If the associate is placed in a comparable job, but, during the "on trial" period, his performance still fails to meet the Hospital's expectations, the Hospital shall have no further obligation to place the associate and the employment relationship shall terminate.

If the associate is placed in a comparable job, the associate shall be permitted once and only once during the term of this Agreement to transfer to any other job for which he is qualified, notwithstanding the Hospital's eligibility requirement set forth in Article 8.2(c).

1.4 Union Shop: It shall be a condition of employment that all associates of the Hospital covered by this Agreement who are members of the Union in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all associates covered by this Agreement and hired on or after its effective date shall, on the thirtieth day following the beginning of such employment become and remain members in good standing of the Union.

Any associate who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting

labor organizations shall not be required to join or financially support the Union as a condition of employment; provided, however, that such associate shall, as a condition of his or her employment, in lieu of the payment of periodic dues and initiation fees to the Union, pay sums equal to such dues and initiation fees to any nonreligious charitable fund which is exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code.

If such associate, who holds conscientious objections pursuant to this 1.4, requests the Union to use the grievance or arbitration procedures contained in Article IX or X of this Agreement on his behalf, the Union is authorized to charge the associate the reasonable costs thereof. The Union specifically reserves all rights it has at law to charge an associate for the use of the grievance or arbitration provisions of this Agreement. The Union also reserves the right to establish and enforce policy and procedures for the implementation of such legal rights.

1.5 Membership Defined: For the purposes of this Article, an associate shall be considered a member of the Union in good standing if he tenders the periodic dues and initiation fees uniformly required as a condition of acquiring or maintaining membership in the Union. An associate who fails to join the Union or maintain membership in good standing as defined herein, shall, within twenty (20) calendar days following receipt of a written demand from the Union to the Hospital requesting

his discharge, be discharged if, during such period, the required dues and initiation fees have not been tendered.

1.6 (a) Dues Check-off: Upon written authorization from the associate on a form agreed to between the Hospital and the duly designated officer of the Union, consistent with applicable law, the Hospital shall deduct any initiation fee and the monthly Union dues imposed by the Union from the pay of the associate. The Union dues shall be deducted on the first pay day of each month. The first dues check-off from an associate's pay shall be made on the first pay day of the month following receipt by the Hospital of the check-off authorization, provided the Hospital receives such authorization no later than the Tuesday of the second week of the payroll period from which the initial deduction is to be made. If such authorization is received by the Hospital after the Tuesday of the second week of the payroll period, then the first dues check-off from an associate's pay shall be made on the first pay day of the second month following receipt by the Hospital of the authorization. Dues deductions shall not be retroactive. Such deductions shall be remitted to the Union within seven (7) calendar days after the pay day on which the deductions are made. The Hospital shall furnish the Union with a record of each such deduction, showing the amount thereof and the associate from whose wages such deduction was made.

(b) SEIU Local 722 Committee on Political Education (COPE): Upon written authorization from the associate on

a form agreed to between the Hospital and the duly designated officer of the Union and upon agreement between the Hospital and the Union of a reasonable cost that the Union shall pay the Hospital for administering the payroll deductions described herein, and consistent with applicable law, the Hospital shall deduct SEIU Local 722 Committee on Political Education (COPE) contributions from the pay of associates. Associates' decisions whether to authorize COPE contribution deductions shall be completely voluntary, and the authorization forms shall explicitly state that this decision is voluntary. The COPE contributions shall be deducted on the first pay day of each month. The first COPE contribution deduction from an associate's pay shall be made on the first pay day of the month following receipt by the Hospital of the written authorization, provided the Hospital receives such authorization no later than the Tuesday of the second week of the payroll period from which the initial deduction is to be made. If such authorization is received by the Hospital after the Tuesday of the second week of the payroll period, then the first COPE contribution deduction from an associate's pay shall be made on the first pay day of the second month following receipt by the Hospital of the authorization. COPE contribution deductions shall not be retroactive. Such deductions shall be remitted to SEIU Local 722 within seven (7) calendar days after the pay day on which the deductions are made. The Hospital shall furnish the Union with a record of each such deduction, showing the amount thereof and the associate from whose wages such deduction was made.

(c) Associate Data: The Hospital shall provide the Union with the names of all bargaining unit associates, their addresses, department name, job title, and the date of hire and upon written request, copies of written rules and regulations promulgated under 2.1 of this Agreement. The Hospital shall provide the Union quarterly with an up-to-date list of Department Heads and non-bargaining unit supervisors who are supervisors within the meaning of 2(11) of the National Labor Relations Act.

1.7 Check-off Waiver: The Hospital shall be relieved from making check-off deductions and COPE contribution deductions upon an associate's (A) termination of employment, or (B) transfer to a job outside the bargaining unit, or (C) layoff from work, or (D) an authorized leave of absence, or (E) exercise of his or her rights to revoke check-off authorization, in accordance with applicable law, the initial determination of which shall be made by the Union, or (F) exercise of his or her rights to revoke COPE contributions at any time.

1.8 Hospital Indemnification: It is expressly understood that the Hospital shall assume no liability in connection with the voluntary deductions of associates' dues and/or COPE contributions, and the Union agrees that it shall indemnify and hold the Hospital harmless against any and all claims, demands, suits, grievances, arbitrations,

awards, attachments or other proceedings, including the costs of defending against any such actions, that shall arise out of or by reason of any action taken by the Hospital for the purpose of complying with 1.6(a) and/or 1.6(b).

1.9 Orientation of New Associates: During the course of any employment orientation program for new bargaining unit associates, a representative of the Union shall, upon request, be provided ample opportunity to address such new associates, provided that this provision does not preclude the Hospital from addressing associates concerning the same subject.

1.10 Volunteers: The Hospital may continue to utilize volunteers on the same basis and to the same extent it was customarily doing as of the effective date of this Agreement.

1.11 Office Space: The Hospital shall provide to the Union, during the term of this Agreement, a secure office in the East Building for the exclusive use of the Union, subject to the normal rules and limitations governing the use of office space at the Hospital and the terms of a lease agreement that shall be executed by the parties. The office will be provided at a fair market rate determined by a third party who is mutually selected by the parties.

The office shall be equipped with a telephone with local calling service, but the costs of telephone service shall be paid by the Union. The Hospital shall not be responsible for any injury or loss to any person or property relating to the use of the office.

ARTICLE II **MANAGEMENT RIGHTS**

2.1 All management functions, rights and responsibilities which the Hospital has not modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Hospital. Such functions, rights and responsibilities of management include, but are not limited to, the right to make or change Hospital rules, regulations, policies and practices not inconsistent with the terms of the Agreement and to promulgate, modify, distribute and enforce reasonable rules of associate conduct and manuals of operating procedures; to transfer work and to subcontract all or any portion of the work now or hereafter done by the associates covered hereby; and to generally manage the Hospital to attain and maintain full operating efficiency and optimum patient care. Those unwritten past practices and working conditions which restrict management's functions, as defined in this Article, may be changed in the sole discretion of the Hospital, should these changes contribute to the efficient operation of the Hospital.

Notwithstanding the Hospital's right to transfer work and to subcontract all or any portion of the work now or hereafter done by bargaining unit members, as provided in

this Article 2.1, the Hospital recognizes the Union's desire to perform all work covered under this Agreement and will make sincere efforts toward that goal. When the Hospital contemplates or plans on using outside contractors to perform work traditionally performed by bargaining unit members, the Hospital will notify the Union of these plans fifty-five (55) days prior to the planned implementation. Upon request, the Hospital will meet with appropriate Union representatives and provide a clear description of all work that the Hospital is considering subcontracting, including the rationales for subcontracting work. The Union will be given fifteen (15) days from the date on which the Hospital notified the Union of its plans to subcontract to propose alternatives for continued use of bargaining unit associates. If, for any reason, the Hospital determines that it is unwilling to adopt any alternative(s) proposed by the Union, the Hospital retains the right to transfer work and to subcontract all or any portion of the work now or hereafter done by bargaining unit associates. The Hospital will, however, provide the Union with the reasons for its decision within ten (10) days of the date on which the Union proposed its alternatives.

ARTICLE III **DISCIPLINE AND DISCHARGE**

3.1 Causes for Discharge and/or Discipline: The Hospital shall have the right to discharge, suspend or discipline any associate for just cause. Discipline will be administered within ten (10) working days of the date on which the immediate supervisor became aware (or the immediate supervisor should have become aware) of the conduct

upon which the discipline is based, provided that this period will be extended when circumstances beyond the Hospital's control make it impossible to administer discipline within ten days. When an extension of the 10-day period is necessary, the Hospital will give the Union prompt written notice of the circumstances necessitating the extension. In the event that the Hospital requests an extension of the ten (10) day period to administer discipline, the retroactive relief as provided for in Article X, Section 10.2 (Authority of the Arbitrator) of the contract shall be extended by an equal number of days, except when the extension is due to the unavailability of the associate (vacation, unscheduled absence, leave of absence, need for union representation, etc.). An associate terminated by the Hospital shall be given two (2) weeks' notice of termination or, at the Hospital's option, two (2) weeks' pay in lieu of such notice; provided further, that if the associate is discharged for abandonment of position, for a gross violation of Hospital rules and regulations or misconduct, or after application of the progressive discipline process specified in Section 3.2(a) where a majority of the offenses relate to attendance, neither notice nor pay in lieu of notice need be given to the associate.

In the event of a suspension or discharge, the Hospital shall also provide the associate with a written notification of the reasons for the suspension or discharge within forty-eight (48) hours of the notification to the associate of the disciplinary action. Nothing in this 3.1 shall preclude the Hospital from utilizing (either at any

stage of the grievance procedure or at arbitration) any evidence of misconduct other than given pursuant to this 3.1, provided, however, that all reasons for the disciplinary action taken against an associate shall be made known in writing to the Union no later than fifteen (15) calendar days prior to the scheduled date of arbitration.

3.2 (a) Progressive Discipline: Except for offenses enumerated below or offenses constituting gross misconduct, the Hospital shall follow a system of progressive discipline as follows:

First offense: written warning

Second offense: suspension

Third offense: discharge

Progressive discipline does not relate solely to each particular offense, but includes progressive discipline for any combination of offenses. In other words, a second offense shall subject the associate to suspension, whether or not it is for the same offense as the first violation; similarly, a third offense shall subject the associate to discharge, whether or not it is for the same or a different offense as the first or second violations. An offense shall be active for not more than eighteen (18) full months from the date of occurrence. Documents relating to offenses which are more than eighteen (18) full months old shall be removed from the associate's official personnel folder and placed in an inactive folder to be used only for judicial and administrative agency proceedings and in arbitration cases.

The Hospital shall not be required to follow a system of progressive discipline for any offense that constitutes gross misconduct or for any of the following offenses: failure to render service to any patient if such service is within the normal and usual scope of such associate's duties, or is required by reason of an emergency related to the patient; abusive treatment of patients; soliciting tips or gratuities; material misrepresentation on an associate's application; possession of weapons on the premises; possession or use of alcoholic beverages, narcotics, other controlled substances, the illegal use of prescribed medications, reporting to work in an impaired condition or drunkenness on the premises; willful destruction of property; punching other associates' time cards or falsifying associate's own time card or time card of another associate; job incompetence which presents a risk to patients or seriously undermines Hospital efficiency; failure to report an accident in which the associate was involved; physical assaults during working hours or on Hospital premises; recklessness while on duty resulting in serious accident; gross insubordination or other serious misconduct; stealing or committing any other illegal action on or to the Hospital's property or to the property of patients, visitors, or other Hospital associates or against any patient, visitor, or other Hospital associate; repeated refusal to follow a supervisor's reasonable instructions; willful abuse of the Hospital's equipment; conviction of any crime involving moral turpitude during the associate's term of employment; divulging confidential information about patients or associates; falsifying records, reports or information; abandonment of position (absence without

prior approval of the Department Head for two (2) or more working days and failure to notify the Department Head of reasons for such absence); unauthorized absence from assigned work area, including failure to return from authorized breaks in a timely manner; discourteous behavior towards a patient or visitor; entering an unauthorized area without proper cause; unreasonably interfering with the work performance of another associate; intentionally wasting materials; or gambling on Hospital property. A discharge, suspension or other disciplinary action based upon any of the above enumerated conduct shall be subject to grievance and arbitration for the purpose of determining whether or not an associate actually committed the act cited or whether the punishment applied was appropriate in light of the facts of the case. The arbitrator shall not consider the failure of a patient, visitor or associate witness to appear at a hearing as prejudicial. The term "patient" is defined as those seeking care or treatment at the Washington Hospital Center, its clinics or emergency rooms, and those seeking admission, as well as those already admitted.

Any counseling activities or conference reports are not subject to the grievance and arbitration procedures. Counseling activities and/or conference reports are not a prerequisite to utilization of the progressive discipline system. Conference reports will not be maintained in an associate's official personnel file.

(b) Presence of Shop Steward: The Hospital recognizes the right of an associate, to the extent required by law, to have a shop steward present when he is being

questioned in connection with any investigation which may result in the discharge or discipline of that associate.

ARTICLE IV
WAGES, HOURS AND OVERTIME

4.1 Wages: (a) The wages shall be as shown in Schedule "A" attached hereto and made a part of this Agreement. It is agreed that the cost of board, lodging or other facilities that the Hospital furnishes to its associates covered by this Agreement shall not be included as part of such associates' wages and therefore shall not be included in the regular rate for calculating overtime pay.

Year 1: Effective the first payperiod in June 2014, the minimum rate of pay will be \$13.00. Each bargaining unit member associate covered by this Agreement, except as noted below, will receive a either \$13.00 per hour minimum or two percent (2.0%) increase to the base rate of pay, whichever is higher.

Year 2: Effective the first full pay period starting in June 2015, the minimum rate of pau will be \$13.50. Each bargaining unit memberassociate covered by this Agreement, except as noted below, will receive either \$13.50 per hour minimum or a two and one-half percent (2 ½ %) increase to the base rate of pay, whichever is higher.

Year 3: Effective the first full pay period starting in July 2016, the minimum rate of pay will be \$14.00. Each bargaining unit memberassociate covered by this Agreement, except as noted below, will receive either

\$14.00 per hour minimum or two percent (2%) increase to the base rate of pay, whichever is higher. Effective the first full pay period in July 2016, all full-time active bargaining unit members will receive a net \$250.00 bonus, and all active part-time bargaining unit members will receive a net \$125.00 bonus.

If any of the base hourly rate percentage increases set forth above would put an associate above the job grade maximum, the associate's new base hourly rate shall be the job grade maximum, and the associate shall receive as a bonus the difference between the stated percentage increase and the percentage increase needed to take the associate's base hourly rate to the job grade maximum, multiplied by 2080 hours for full-time associates and 1040 hours for part-time associates.

The bonuses provided above shall be payable only to associates who are on active status on the date when the bonus is due, except that associates on statutory leaves of absence shall receive the bonus upon return to active status. The bonus payable to associates on statutory leaves of absence shall be based on their pre-leave status.

The maximum rates for each pay grade shall increase by the 2.1/2 % each year of the Agreement.

If an associate is promoted to a higher grade, the associate shall receive an hourly increase of at least 4% of his current hourly rate or the minimum hourly rate for the new grade, whichever is greater, up to the maximum

hourly rate for the new grade. The Hospital may grant the associate a higher hourly increase.

(b) Signing Bonus:

Within two (2) pay periods following the ratification date, all full-time active associate bargaining unit members will receive a net \$750.00 Signing Bonus, and all active part-time bargaining unit members will receive a net \$375 Signing Bonus. Bargaining unit members must be actively employed as of the ratification date of the Agreement to be eligible for bonus payments. associate) Special Performance Recognition Awards:

Bargaining Unit members are eligible to receive Special Performance Recognition Awards in recognition of a special and recent outstanding contribution to the employer as determined by the Hospital. A Special Performance Recognition award may be granted up to two (2) times each year in an amount determined by the Hospital which could be up to five percent (5%) of an associate's current annual salary on each occasion. A Special Performance Recognition Award is not intended to be, and will not be, used to compensate an associate for length of service, internal comparability, or to adjust for wages paid to associates in other organizations, nor is it intended to replace the Reclassification Process.

4.2 Hours: The normal work week shall consist of five (5) days of eight (8) hours each, totaling forty (40) hours per week, exclusive of meal periods, with two (2) days off each week whenever possible. Because the Hospital must provide continuous patient care twenty-four (24) hours a day, certain associates may normally be scheduled to work more than forty (40) regular hours in one (1) week and less than forty (40) regular hours in another week of the same pay period. Nothing in this Agreement shall be construed as a guarantee by the Hospital of hours worked per day, per week, or per year. The Hospital retains the authority to prescribe assignments, hours and tours of duty to insure adequate professional care and treatment to patients, subject only to the rights of Nursing Unit associates, as described in FMCS Case No. 81K16890, No. 82K/27856, and No. 84K/00665, who have been continuously employed in a position since at least January 1, 1977. Associates shall report dressed and ready for work at their job location and quit work at their job location at the time designated by the Hospital as the beginning and end of their regular work day, unless expressly assigned to overtime or call-out work by the Hospital or in the event their shift relief (in case of shift workers) fails to report for work at the job location.

4.3 Posted Schedules and Available Shifts:

(a) Departments that regularly post schedules will strive to post the schedule at least two (2) weeks prior to the start of the schedule.

(b) An associate may request a copy of a posted schedule; such requests shall not be unreasonably denied.

(c) While each associate is responsible for regularly reviewing and being familiar with the posted schedules of the department in which the associate works, the Hospital will provide associates with reasonable advance notice of a change in a posted schedule.

(d) While recognizing that the primary shift (e.g., primarily working days or primarily working days and nights, etc.) that an associate is required to work can be changed based on the Hospital's operational needs, when a primary shift becomes available, the availability of the shift will be communicated in writing to associates in the same department, same job code and same status (i.e., full-time and part-time eligible). Any such associate who is interested in the available primary shift must submit a written request to the specified department representative within seven (7) calendar days after the date of the written announcement. If more than one associate makes a timely written request, the shift will be assigned to the associate in the same department, same job code and same status with the greatest Hospital seniority.

(e) **Scheduling:**

Associates who, as of the effective date of this Agreement, have requested and are working exclusively eight (8) hours shifts, shall continue to work exclusively in an eight (8) hour shift until the associate leaves the Hospital's

employment, transfers to another position, submits a preference for length of shift other than eight (8) hour shift, with the exception for educational or school purpose, or the position is abolished (not to be replaced for at least 12 months).

4.4 Overtime: Time and one-half (1-1/2) the regular hourly rate shall be paid for all hours actually worked in excess of forty (40) hours in a work week. Required educational leave (limited to on premises instructional time) shall be considered as hours worked for purposes of computing overtime. Only hours actually worked on a holiday shall be considered as hours worked for purposes of computing overtime. Hours associated with holiday pay shall not be considered hours worked for purposes of computing overtime. There shall be no duplication or pyramiding in the computation of overtime and other premium wages, and nothing in this Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours worked. Except in emergencies, overtime must be authorized by the associate's Department Head in advance. Overtime may be assigned; however, whenever possible, the Hospital will make reasonable effort to accommodate the preferences of associates consistent with the needs of the Hospital and consistent with the nature of the work to be performed. In order to ensure compliance with this subparagraph, affected associates will, upon request, be provided with relevant seniority information.

Whenever overtime work, in the judgment of the Hospital, is necessary, associate volunteers who work in

the area where the overtime work is required, shall be solicited. If there are insufficient associates who volunteer, the Hospital may assign associates to work the necessary overtime, but such assignment shall be in inverse order of seniority within each job classification.

When an associate is required to work additional hours that could result in overtime later in the work week, the Hospital will not cancel regularly scheduled hours not yet worked in the same work week for the sole purpose of avoiding overtime payment.

4.5 On-Call Pay: An associate who is formally scheduled to be “on-call” between his regularly scheduled shifts shall be paid twenty-five percent (25%) of the associate’s individual base hourly rate, per hour, for the period he is “on-call,” where such status and the duration thereof are matters of written record, provided, however, that associates holding the position of Perfusionist shall instead be paid twenty-five percent (25%) of the minimum base hourly rate for Perfusionists (Grade 41) per hour during such “on-call” periods. Effective the first full payperiod in July 2015, an associate who is formally scheduled to be “on-call” between his regularly scheduled shifts shall be paid twenty-five percent (25%) of the minimum of the grade per hour for the period he is “on-call” where such status and the duration thereof are matters of written record. An associate who the Hospital requires to be “on-call” on the Hospital premises during hours when the associate would otherwise be off work

("on-call/on-premises hours") shall be paid fifty percent (50%) of the associate's base hourly rate or the minimum wage under applicable law, whichever is higher ("on-call/on-premises rate"), per hour, for "on-call/on-premises hours."

An associate will not receive "on-call/on-premises pay" for hours that the associate actually works. When an associate's actual hours worked plus "on-call/on-premises hours" exceed forty (40) in a work week, the associate will receive time and one-half (1-1/2) the associate's regular hourly rate for any hours actually worked over forty (40) and time and one-half (1-1/2) the "on-call/on-premises rate" for hours over forty (40) that are "on-call/on-premises hours."

4.6 Call Back Pay: Any bargaining unit associate who has finished his regular shift, and has departed the Hospital's premises, and is called back to work before his next regularly scheduled shift, shall be paid for at least four (4) hours of work or pay.

4.7 Weekends: Weekend scheduling shall be within the discretion of the Hospital. However, where circumstances permit, and where optimum patient care will not be adversely affected, the Hospital shall make every reasonable effort to avoid scheduling associates to work on consecutive weekends. Consistent with the foregoing, all due consideration shall be given to the preferences of associates who may desire to minimize consistent weekend work. Further, associates with more than thirty (30) years of Hospital seniority shall not be required to

work more than every third weekend, provided that no other bargaining unit associate in the same job classification in the same department will have to work consecutive weekends. For these purposes the word “weekend” shall be defined as “Friday and Saturday” or “Saturday and Sunday” or “Sunday and Monday”.

4.8 Shift Differential: All permanent full-time and permanent part-time eligible associates in the bargaining unit shall receive a shift differential of ten percent (10%) of the minimum wage in their pay grade from 3 PM until the end of the scheduled shift or 7:30 AM, whichever comes first, if the majority of the hours worked are between 3 PM and 7:30 AM; except that associates who have shifts beginning on or after midnight but before 6 AM, shall receive shift differential from the beginning of the shift until 7:30 AM.associate

4.9 Rest Periods: Except as otherwise provided by this paragraph, each associate shall be allowed one (1) fifteen (15) minute rest period during each four (4) hour period of his regularly scheduled shift (i.e. three (3) rest periods in a completed 12 hour shift); provided that rest periods may not be aggregated or accumulated. The scheduling of all rest periods shall be wholly within management’s discretion and need not be uniform or fixed. An associate shall be paid (at his regular straight-time hourly rate) for missed rest periods only when a rest period cannot be given to an associate because it would interfere with optimum patient care or efficient hospital operations.

4.10 Thirty-Six (36) Hour Option

- **Position Availability:** The Hospital will establish a 36-Hour Scheduling Option, in which associates regularly work three (3) scheduled 12-hour shifts per week. As with other positions, all 36-Hour Scheduling Option positions will be established, posted and filled at the discretion of the hiring manager.

Benefits: Associates who are selected for a 36-Hour Scheduling Option will be paid for hours worked (i.e., 36 hours pay for 36 hours of work), but will receive the benefits of regular Full-Time (40-hour) associates as expressly specified elsewhere in this Agreement.

ARTICLE V HOLIDAYS

5.1 Holidays:

(a) For the purpose of this Agreement, the following days shall be considered paid holidays for all associates covered by this Agreement:

New Year's Day
Martin Luther King's Birthday
Memorial Day (Last Monday in May)
Independence Day
Labor Day (First Monday in September)
Thanksgiving Day (Fourth Thursday in November)
Christmas Day

In the event that one of the above holidays falls on Saturday, the preceding Friday will be considered the paid holiday, and if a holiday falls on Sunday, the Monday immediately following will be considered the paid holiday.

5.2 Holiday Pay: All associates covered by this Agreement shall receive a day's pay for the above-listed holidays which shall be computed on the basis of an eight (8) hour day, in the case of permanent, full-time associates, and on the basis of a four (4) hour day, in the case of permanent part-time eligible associates times the straight-time hourly rate. An associate who is scheduled on an original posted schedule to work more than eight (8) hours on a holiday and who works the entire scheduled shift will be paid holiday pay for all scheduled hours worked, up to a maximum of twelve (12) hours. The

Hospital retains the right to require an associate to work on a holiday. Although holiday scheduling shall be within the discretion of the Hospital, where circumstances permit, and where optimum patient care will not be adversely affected, the Hospital shall make reasonable efforts to avoid scheduling an associate to work on consecutive holidays. Associates who work on any of the said holidays shall receive, in addition to holiday pay, compensation at their straight-time hourly rate for each hour actually worked on the holiday. Any associate whose regular day off falls on a holiday shall receive an additional day's pay. There shall be no duplication or pyramiding of holiday pay and overtime for the same hours.

5.3 Holiday Eligibility: In order to be eligible for holiday pay, an associate must have worked his last scheduled work day before and his first scheduled work day after the holiday except for excused absence. The Hospital may require that the associate produce a bona fide doctor's certificate or other proof that the associate's absence was due to illness. In no event will an associate be eligible for holiday pay unless he has worked at least one (1) day during the workweek in which the holiday occurs, unless he is on approved paid leave. Associates in unpaid leave status or under suspension are not eligible for holiday pay. An associate who fails to report for work on the holiday when instructed to report shall not receive pay for the unworked holiday except for an excused absence.

5.4 Personal Holidays:

associate Associates covered by this Agreement are entitled to receive two (2) personal days each calendar year during the term of this Agreement as follows: Full-time associates, including 36 hour option associates, shall receive two (2) personal days of eight (8) hours each annually; part-time eligible associates shall receive two (2) personal days of four (4) hours each annually. The personal days shall accrue semi-annually, with one (1) day credited during the first full pay period in January of each calendar year, and the second day credited during the first full pay period in July of each calendar year.

Associates on leave of absence at the time that the personal day hours are credited are not eligible to receive personal day hours on the accrual date. Associates who return from leaves of absence during the quarter of the personal day hours accrual (by March 31 and September 30, respectively), will be credited with the missed personal day accrual at the time of return to active duty.

Weekend option associates are not eligible for personal day hours.

Personal day accrued hours not used by the last day of the last full pay period ending in December each year are forfeited. (Note: the first personal day accrual may be carried over to the second half of the calendar year).

Associates who use personal day hours for an unscheduled absence will not be required to provide supporting documentation covering the reason for the

absence; however, the absence will be considered a call-in consistent with Section 6.1(d) of the Agreement.

ARTICLE VI **PAID LEAVE**

6.1 (a) Vacation and Sick Leave: Members of the bargaining unit earn paid-time-off cash values which shall be used for payment of wages during any absence. If an associate is tardy, paid-time-off cash values shall not be used. Associates may elect to use or not to use paid-time-off cash values for instances of early departures from work. Associates on indefinite suspension may elect to use or not use paid-time-off cash values during the period of indefinite suspension.

Paid-time-off cash values are accrued during each two-week payroll period and are based upon the base hourly pay rates at the time they are accrued. The amount of PTOs earned will be based on Hospital seniority and shall be accrued at the same rate as is provided to similarly situated (i.e. full-time or part-time and a similar seniority level) hourly associates of the Hospital as stated in Human Resources Policy 604 as of the effective date of this Agreement. HRP 604 will govern all aspects of the PTO program, including, but not limited to, accrual rates, maximum balances, and PTO payouts (ref. Appendix VIII)

During the first ninety (90) days of employment, eligible associates will accrue, but may not utilize, paid-

time-off cash values, nor will they be paid any cash values accrued if termination occurs prior to ninety (90) days of employment. Paid-time-off cash values may not be used in advance of being earned.

(b) Vacation Requests: Associates shall submit their vacation preference of over four (4) days by December 1st of the year preceding the calendar year during which the associate desires to use such vacation leave; response to the aforementioned vacation preference shall be returned to the associate by December 31st. Associates submitting such requests by this deadline shall be granted the requested time to the extent allowed by staffing and patient care needs; if staffing and patient care needs do not permit all associates requesting a certain vacation preference to take their vacation over the same time period, seniority shall be the determining factor. However, in weeks that include holidays (“holiday weeks”), each associate shall have the opportunity to prioritize holiday week requests and such vacations will be scheduled in seniority order. No associate will be scheduled for more than one holiday week until all other associates who have requested a holiday week have been granted a requested holiday week, if available, in seniority order. If any holiday week slots remain available thereafter, the same process will be followed.

Requests for four (4) or fewer paid days off shall be submitted to an associate’s Department Head at least ten (10), but no more than ninety (90), calendar days in

advance of the requested day(s) off except when contrary to a posted schedule. Response to the request for use of four (4) or fewer paid days off shall be returned to the associate within five (5) days from the date the request was made, except that requests for four (4) or fewer paid days off during weeks that include a holiday will not be considered or returned until after the Hospital has responded to all requests for vacations of over four (4) days during weeks that include a holiday. Associates submitting requests for four (4) or fewer paid days off in accordance with this paragraph shall be granted the requested time to the extent allowed by staffing and patient care needs and on a first-come, first-serve basis; provided, however, if two or more requests are presented on the same date, seniority will govern in determining which of the requests will be granted.

No associate shall be refused a vacation request submitted by December 1 of the preceding year or ninety days prior to the requested time solely on the basis of the requested time including one (1) or more weekend shifts. Associates who take vacation time on a weekend, that is use scheduled PTOs for a scheduled Saturday and/or Sunday, shall not be required to make up that Saturday and/or Sunday on another weekend.

If the associate requests a shop steward be present in a meeting with the Department Head to discuss the rejection of the associate's vacation request, the request to have a shop steward present shall be honored.

Conflicts between associates over vacation requests shall be resolved on the basis of seniority. Matters related to vacation selections generally shall not be subject to the grievance and arbitration provisions of this Agreement.

An associate will be paid vacation pay before starting such vacation provided the associate submits a written request for advance payment to the Department Head at least three (3) weeks in advance of the associate's scheduled vacation.

(c) Notification of Absence: When use of paid-time-off cash values are requested for any unplanned/unscheduled absences, an associate shall notify his Supervisor, Department Head or other such person as designated in his own Department's policies and procedures by at least two (2) hours before the start of his regularly scheduled shift that he will be absent from work. An associate who has an accrued balance of at least eight (8) paid days off (or at least four (4) paid days off in the case of PE associates) prior to the beginning of a period of absence for illness shall not be required to have a physician's excuse for two (2) or fewer consecutive days of such paid-time-off use. Otherwise the associate's Supervisor, Department Head, or such other person as designated in his own Department's policies and procedures may require appropriate proof of illness or emergency prior to granting approval for use of paid-time-off cash values.

(d) Attendance and Tardiness:

(1) Leave Abuse: Once an associate has called in six (6) times over the twelve-month period commencing on April 1st and ending on March 31st, any additional call-in may be considered leave abuse. If an associate who is scheduled to work on a weekend calls-in, the Hospital may require the associate to work an additional weekend or consider the call-in for purposes of determining leave abuse, but not both.

associate

(2) Excessive Lateness: Excessive lateness is defined as the failure of a full-time associate to report to work within less than seven (7) minutes of the scheduled start time for more than six (6) times over the twelve-month period commencing on April 1st and ending on March 31st; excessive lateness is defined as the failure of a part-time associate to report to work within less than seven (7) minutes of the scheduled start time for more than three (3) times over the twelve-month period commencing on April 1st and ending on March 31st. Associates who clock in for work less than seven (7) minutes after the start of their scheduled shift will not be docked in pay, nor be subject to progressive discipline, for such instances of tardiness.

(i) The rate at which PTO is used or the level of PTO remaining in an associate's PTO accrual bank will not be the basis of discipline.

(ii) A bargaining unit associate may request, in writing, on a quarterly basis, the number of the associate's occasions of unscheduled absence ("call-ins"_) and late

arrivals since the beginning to the attendance year. Such requests should be submitted in the first five (5) business days of the month following the end of the quarter:

First five (5) business days in July for April, May and June

First five (5) business days in October for July, August, and September

First five (5) business days on January for October, November and December

First five (5) business days in April for January, February and March.

Written responses to such requests will be provided within two (2) calendar weeks of receipt.

(3) Attendance Bonus: Starting July 1, 2014 and continuing through June 30, 2016, if bargaining unit member has not called out more than twice by his/her anniversary date (12 months from the hire date) each year of the contract, he/she shall receive \$100 net bonus for each call out not used, up to a total of six (6) in the preceding 12 month period. A period of disciplinary suspension shall be considered a call-in for attendance bonus purposes. Bonus payments for part time associates are at one half the full time amount.

If total unscheduled PTOs are reduced by 10% for all members of the bargaining unit during Year 1 and Year 2 of

the Attendance Bonus Program, the Attendance Bonus Program will renew for the period July 1, 2016 through June 30, 2017. Associates on extended leaves of absence during the attendance bonus program year will have the number of call-ins and the amount of the bonus payments pro-rated based on the total number of hours worked during the attendance bonus year.

Attendance bonus payments will be done on a monthly basis. That is, every associate who has an anniversary date in the month of January will be evaluated at one time the following month, and so on. Associates who are eligible for an attendance bonus in any year that the attendance bonus is offered, who are also within ten (10) hours of their PTO accrual maximum, will have their attendance bonus amounts increased based on the following formula:

320 hours – 50%

240 hours – 40%

160 hours – 30%

(i) associateFor purposes of this Section, “unscheduled absence” shall mean any absence where the failed to submit a request for time off at least ten (10) days prior to the absence and any absence where a request for time off was not approved. “Unscheduled absence” shall not include unscheduled absences resulting from jury duty or bereavement leave.

(e) Paid-time-off Account Adjustments: Whenever an associate's pay rate changes (e.g., through a pay grade step increase, general wage increase, job reclassification, or otherwise), the associate's paid-time-off cash value account shall be adjusted to reflect the new rate of pay so that the paid-time-off hours balance at the time of the pay adjustment will not be changed.

6.2 Jury and Witness Duty: Any associate covered by this Agreement who is subpoenaed for and serves on jury duty or as a witness shall be compensated by the Hospital in the amount of the difference between his straight-time hourly rate for regular scheduled work days lost and the amount received as juror's or witness' fees. In order to receive such payment, an associate must give the Hospital prior notice of such duty and furnish to the Hospital, upon request of the Hospital, a Certificate of Service, duly signed by the clerk of the court, and valid proof as the amount of juror's or witness' fees received. An associate is required to report for work on a regular scheduled work day if he is not required for jury or witness duty on a particular day or if he is dismissed early enough to work his regular shift; provided, that a second or third shift associate will not be required to work if he has served on jury or witness duty that day. Any associate who fails to report for work when released from jury or witness duty shall have his pay reduced by an amount equal to his straight-time hourly rate times the number of hours of work missed.

6.3 Funeral Leave: Any associate covered by this Agreement shall be entitled to leave of absence with pay

at his straight-time hourly rate for a maximum of three (3) regular scheduled work days lost in the case of death of his or his spouse's immediate family, namely husband, wife, father, mother, brother, sister, child or other relative living with the associate in the same household. The leave of absence must be taken during the period between the date of death and the day following the burial, both inclusive, and provided that the associate is prepared to offer valid proof of death and relationship upon request. Reasonable requests for use of personal leave or leave of absence without pay for additional days of funeral leave shall be granted by the Hospital. Approval for any requests for either unpaid leave of absence or for use of paid-time-off for the purpose of attending the funeral of a grandparent shall not be unreasonably withheld.

6.4 Voting Leave: Any associate covered by this Agreement shall be entitled to leave of absence with pay up to a maximum of two (2) hours to vote in a national, District of Columbia, or state election where, if he was not given such leave, he would not be able to vote due to serious personal problems. Prior approval for voting leave must be obtained by the associate from his Department Head.

6.5 Annual Military Training: Any associate covered by this Agreement who serves in annual active duty military training in the Armed Forces of the United States shall be paid the difference between his military pay and his straight-time hourly rate for the said training period but in no event exceeding two (2) continuous weeks. To be eligible for such leave, associates must present orders

and verification of their military pay to their Department Heads.

6.6 Educational Leave: Upon application or request of an associate, and at the option of the Hospital, special paid leave at the straight-time hourly rate may be granted associates for educational purposes which will benefit the Hospital by adding to or strengthening associate skills or knowledge. Special leave with pay at the straight-time hourly rate may, at the option of the Hospital, be granted to allow associates to attend approved conferences, professional meetings, institutions and workshops. Nothing herein shall be construed as requiring the Hospital to grant such educational leave.

ARTICLE VII **LEAVE OF ABSENCE**

7.1 Leave of Absence: A leave of absence is an excused but unpaid period of absence from work which is granted by the Hospital. An associate absent from work due to illness or accident shall be placed on leave of absence after two calendar weeks of such absence.

Requests for leave of absence for other reasons, such as emergency conditions, unusual home situations, education, or other serious cause may be granted by the Hospital in its sole discretion where such leave will not interfere with or seriously affect the Hospital's scheduling or staffing.

An associate on authorized leave of absence shall not be entitled to longevity pay increases, paid-time-off

accumulation, holiday pay, or any insurance benefits provided for in this Agreement, except that in the case of associates on leave of absence due to illness or accident, the income protection provided by Section 12.5 shall continue.

7.2 Written Request: Requests for a leave of absence must be approved by the requesting associate's Department Head and such request must be in writing and state the starting date and the expiration date of the requested leave of absence.

7.3 Return to Work: An associate on leave of absence must give his Department head two (2) weeks' notice prior to returning from a leave of absence.

Upon return from a leave of absence due to illness or accident within 49 calendar days from the first day of absence (last day of work), an associate with 5 to 9 years of seniority will be returned to his former position once per calendar year. Upon return from a leave of absence due to illness or accident within 56 calendar days from the first day of absence (last day of work), an associate with 10 years of seniority will be returned to his former position once per calendar year.

As a condition of reinstatement following a leave of absence for illness, injury or maternity, the Hospital may require the associate to be examined and approved by the Hospital as able to return to work.

Upon return from a leave of absence for other causes, an associate will be returned to his position if it is

available, or offered a comparable position to the one held if it is available. "Comparable," as used herein, refers to a job which is the same status (full-time or part-time), grade and step, and requires the same or similar skills, functions or abilities to perform the duties and responsibilities of the job; it shall not refer to the same shift as the associate's prior job. If the associate accepts a comparable job, the associate shall be permitted once and only once during the term of this Agreement to transfer to another job for which he is qualified, notwithstanding the Hospital's eligibility requirement set forth in Article 8.2(c).

If an associate returns from a leave of absence and finds that his job is no longer available, and if there is no comparable position then available, such associate will be given preference over non-Hospital associates in respect to future job openings for which the returning associate applies, in which case the criteria set forth in 8.2(c) shall apply. In order to apply for future job openings, the returning associate shall submit a letter to the Director of Employment stating his application for such future job openings and shall make inquiry by telephone periodically to the Director of Employment concerning available job openings.

7.4 Maximum Time Periods: A leave of absence shall not normally be granted an associate in excess of the following time periods:

- Personal leave - three (3) months
- Education leave - one (1) year
- Medical leave - one (1) year

Union business leave - Members who are non-officers of the bargaining unit shall be granted a maximum of five (5) days leave per calendar year without pay subject to thirty (30) days written notification requested by the President of the Union and approved by the associate's Department Head. Such unpaid leave shall be for the purpose of attending workshops, conventions, seminars and any other union business.

A leave of absence in excess of the time periods referenced above, unless requested by the associate in writing and approved by the Hospital in writing, will be considered resignation. If other employment is accepted that is not authorized by the Hospital by full time associates during an approved leave of absence, the associate will be considered as having abandoned employment while on leave of absence except with respect to associates ready, willing and available to work from an approved leave of absence but who are placed on personal leave by the Hospital.

7.5 Military Leave: Leaves of absence for the performance of duty with the Armed Forces of the United States or with a reserve component thereof shall be granted in accordance with applicable law.

7.6 Union Business Leave: Associates elected to any union position (President, Treasurer, Vice President, Secretary and Secretary-Treasurer, five (5) members of the Executive Board and members of the Board of Trustees) shall be granted a leave of absence of up to one

(1) year or a minimum of twenty (20) non-paid days per year, subject to thirty (30) days notification requested by the President.

7.7 Insurance Premiums: Subject to the relevant statutory requirements, any bargaining unit member on any form of approved leave of absence may elect to pay his own insurance premiums during approved leave of absence so as to avoid lapse of coverage, but such payment shall be at the associate's sole expense and paid to the Hospital monthly in advance. This shall also apply to HMO premiums.

ARTICLE VIII

SENIORITY, LAYOFFS, and SERVICE RECOGNITION

8.1 Seniority Definition: Hospital seniority is defined as length of continuous, uninterrupted service by the associate with the Hospital and/or its predecessors. An associate's Hospital seniority shall commence after the completion of his probationary period and shall be retroactive to his most recent date of hire. Hospital seniority shall control all issues under this Agreement, except Articles 8.2(a), and 8.2(b).

Bargaining unit seniority is defined as length of continuous, uninterrupted service by the associate with the Hospital and/or its predecessors, exclusive of any periods spent in non-bargaining unit positions. Bargaining unit seniority shall control for purposes of Articles 8.2(a), and 8.2(b).

8.2 (a) Layoffs, Reductions in Force and Recalls: In any case of layoff or other reduction in force, total bargaining unit seniority shall be applied within job classification on a cumulative basis even if any portion of such seniority was earned in previously held bargaining unit job classifications.

In the event of layoff, reduction in force, or abolishment of an incumbent associate's position, the Hospital shall give written notification to the incumbent associate ("the incumbent") in accordance with Article 8.4 hereof. The Hospital and the associate shall proceed as follows:

- (1) The Hospital shall offer the associate another position, as set forth below:
 - (i) If there is a comparable vacant position available in the incumbent's job classification, the Hospital shall offer the position to the incumbent.
 - (ii) In the event that there are multiple (two or more) vacancies in the incumbent's job classification, the Hospital shall schedule a displacement interview within ten (10) working days of the notice of the reduction in force/layoff. During this displacement interview, impacted associates, in seniority order, may select any vacancy in the same job classification and the same status. Upon advance notice to the Hospital, a Union

designee may attend the displacement interview.

- (iii) If there is no comparable vacant position available, the incumbent shall be given the opportunity to displace the least senior associate in a comparable position in that job classification.

- (iv) If there are multiple (two or more) associates in the same job classification being displaced during the same notice period, and there are no vacant positions available in the same job classification, the Hospital shall schedule a displacement interview within ten (10) working days of the notice of the reduction in force/layoff. During this displacement interview, impacted associates, in seniority order, may displace “bump” from a pool constituting an equal number of the least senior associates in the same job classification and the same status. That is, if there are five (5) associates being displaced, the most senior of the five (5) may elect to displace any one of the five (5) least senior associates in the same job classification and the same status, provided that the associate has more seniority than the associate being displaced. The next most senior impacted associate then elects to displace “bump” from among the remaining four (4) least senior associates, and so on,

providing that the associate has more seniority than the associate being displaced. In no event, will a more senior associate(s) be displaced by a junior associate(s).

- (v) If there is no comparable vacant position available, an incumbent with at least twenty (20) years of seniority may, once and only once, displace a more junior associate occupying a position in another job classification that the incumbent actually occupied previously within three (3) years preceding the date of displacement.

For the purposes of this Article, “comparable” refers to a position of the same status (full-time or part-time eligible).

(2) The incumbent shall have ten (10) days to inform the Director of Recruitment of the decision.

(3) If the incumbent elects not to accept the comparable vacant position, the incumbent shall be considered as having voluntarily resigned at the conclusion of the notice period specified in Article 8.4. No layoff or other severance benefits shall be available to the incumbent. If there is no comparable vacant position, and the incumbent elects not to displace the least senior associate in a comparable position in that job classification or, if applicable, a more junior associate in another job

classification, the incumbent shall be considered as having voluntarily resigned at the conclusion of the notice period specified in Article 8.4; however, severance benefits shall be available to the incumbent.

Concurrent with the foregoing procedure applicable to the incumbent, the Hospital shall also give notice to the least senior associate in a comparable position in the incumbent's job classification that he may be displaced. The least senior associate shall be given the opportunity to apply for other available positions in the Hospital during the thirty (30) day notice period which commences on the date when he has been notified that he has been displaced. If, however, the least senior associate is unable to secure other employment during the notice period, the associate shall be treated in accordance with the provisions set forth in subparagraphs (1), (2) and (3) of this Article 8.2(a), Article 8.3 and Article 8.5(a) and (b), as applicable.

(b) On-Trial Periods¹) If an associate selects a vacant position in another department, he/she will serve a 90 day on-trial period. In the event that the associate does not successfully complete the on-trial period, he/she will be placed in a comparable position, if one is available. "Comparable" as used herein, refers to a job which is the same status (full or part time), grade and step, and requires the same or similar skills, functions or abilities to perform the duties of the job; it shall not refer to the same shift as the prior position. If the associate is placed in a comparable job, but during the second "on-trial" period, his

performance still fails to meet the Hospital's expectations, the Hospital shall have no further obligation to place the associate and the employment relationship shall terminate.

If there is no comparable position available, then the associate will be placed on a job search leave for 12 months, or length of employment prior to the position elimination, whichever is less. During the job search leave, the associate can apply for other available positions for which he/she is qualified as an internal applicant.

- (2) An associate who elects to displace a less senior associate in the same job classification will also serve a 90 day on-trial period. In the event that associate does not successfully complete the on-trial period, the associate will be laid off with severance as defined in Section 8.5 of the Agreement.
- (3) For both (1) and (2) above, for the purposes of this Section only, prior to the decision to separate during the on-trial period, an associate must have received two (2) written coaching/counseling documents detailing the performance deficiencies

© Recalls: Recalls from layoff shall be in reverse order of layoff. Recall rights are limited to the job classification held immediately prior to layoff. When comparable positions become available the Hospital shall notify associates in a layoff status of the positions'

availability five (5) days prior to the posting of the positions. Probationary associates have no recall rights.

(d) Promotions, Transfers and Filling of Vacancies:
An associate shall be eligible to apply for a promotion, transfer or vacancy only if he has completed at least six (6) months of employment in his current position, measured from the date of hire or transfer to such position or from the date of his return to such position after a leave of absence. This requirement shall not be applied under circumstances more fully described in Article 1.3(c) and Article 7.3, or to any associate whose current job represents a lower grade and reduction in pay resulting from a job abolishment, layoff or reduction in force on the first occasion on which he applies for promotion or transfer following such job abolishment, layoff or reduction in force.

It is expressly understood that associates with the ability to perform the work and who possess an acceptable work record will be given preferential treatment over non-Hospital associates in filling bargaining unit vacancies.

Associates who have been laid off shall be considered as an internal applicant when applying for vacant and posted bargaining unit positions until the expiration of his/her recall period.

If more than one associate bids for a particular job, and if in the Hospital's judgment competing associates

have equal ability to perform the work and possess equally acceptable work records, the associate with greater seniority shall be awarded the job. It shall be the obligation of the associate first to make application for the position involved. In any case where there is a dispute as to whether an applicant possesses requisite "ability", and/or have the equal ability to perform the work and possess an equally acceptable work record to the person selected for the position, the burden of proof shall rest with the associate and/or the Union to demonstrate that the Hospital's decision was clearly incorrect. Unsuccessful applicants shall be so notified in writing by the Hospital.

(e) Super Seniority for Shop Stewards: In the event of a layoff, the shop stewards of Local 722 shall be the last to be laid off from their respective job classifications provided they have the qualifications, skill and ability to perform the available work.

8.3 Loss of Seniority: An associate's seniority shall be lost when he:

- (a) Quits, resigns, or retires.
- (b) Is discharged for cause.
- (c) Fails to return following the end of a leave of absence.
- (d) Fails to return to work within five (5) working days after the Hospital has served notice of recall to him by letter or telegram.

(e) Is laid off for a period of eighteen (18) months or a period exceeding the length of the associate's seniority, whichever is less.

8.4 Notice of Layoffs and Abolishment of Positions: The Union and Hospital recognize that, in the event of a layoff or reduction in force they have a responsibility to work cooperatively to minimize the adverse impact on affected associates.

Should the Hospital determine that it is not possible to avert a layoff or reduction in force, the affected associates shall be given no less than thirty (30) days notice prior to layoffs. After notice has been given, the Union and the Hospital will upon request enter into discussions regarding the affected associates and the impact of the layoffs on the remaining bargaining unit personnel.

8.5 Severance: (a) In the event of a permanent layoff due to a reduction in force or abolishment of a position, non-probationary associates permanently laid-off and/or displaced thereby shall be paid severance pay equal to five (5) days of straight time pay for the first completed year of service, and two (2) days of straight time pay for each additional full year of consecutive credited service with the Hospital up to a maximum of forty-five (45) days of pay.

(b) Upon such permanent layoff due to a reduction in force or permanent abolishment of position, associates being paid severance pay in accordance with this provision shall also receive full payment for their

respective paid-time-off cash balance, at the rate of eighty (80%) percent.

8.6 Service Recognition:

(a) Associates who attain a combination of at least thirty (30) years of service with the Hospital and age sixty (60) during the term of this Agreement, shall receive a one-time payment of two thousand five hundred (\$2,500.00) dollars, and the parties agree that there shall be no retroactive effect. An associate shall only receive this payment once during the associate's employment with the Hospital.

(b) Associates who retire or are laid off with twenty (20) or more years of service will receive a \$1,000 bonus payment in recognition of their years of service to the Hospital. Such payment will be made at the time of the final PTO payout. Retirement age for this purpose is 59 ½ years of age.

ARTICLE IX **GRIEVANCE PROCEDURE**

9.1 Definition: A grievance is defined as any disagreement between the parties concerning any matter relating to wages, rates of pay, hours of employment or other conditions of employment, or any application or interpretation of the provisions of this Agreement. Any such grievance shall be processed as set forth below.

9.2 Procedure:

Step 1 - An associate 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 Director of Employee/Labor Relations, or designee, within ten (10) working days from the time that the grievance arose; or ten (10) working days from when the grievant became aware (or should have become aware) of the facts giving rise to the grievance. If no response is rendered by the Director of Employee/Labor Relations within ten (10) working days after submittal of the grievance, the grievance shall be deemed denied, Step (1) concluded, and the grievant(s) may proceed to Step (2). Either party may request a meeting with the other party to discuss the grievance, but such meeting shall not extend the time period provided in this step. If the grievant requests the presence of an authorized union representative at such meeting, he shall be included in all discussions; if the Union's representative is a shop steward, discussions involving the shop steward shall take place during the shop steward's non-working time.

Step 2 - If a satisfactory settlement is not effected in Step (1), the union's authorized representative may refer the grievance to arbitration. As a condition of referring a grievance to arbitration, a written notice of such referral, signed by the Union's authorized representative, must be served by the Union on the Hospital's Director of Employee/Labor Relations within twenty (20) working days of the conclusion of Step (1). Within ninety (90) calendar

days after notice of referral to arbitration, the parties must select an arbitrator and schedule a confirmed date for the arbitration hearing.

Any grievance not processed in accordance with the time limits prescribed above shall be deemed waived. Extensions of these time limits may be accomplished only in writing, signed by the Hospital and the Union. For the purpose of this Article, working days shall be defined as Monday through Friday, excluding observed holidays.

ARTICLE X **ARBITRATION**

10.1 Selection of an Arbitrator: If the matter is referred to arbitration pursuant to Step 2 of Section 9.2, either party shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties shall select from this panel a single arbitrator by alternatively striking names from the panel until one (1) remains. The party to make the first strike shall be determined by a toss of a coin. The parties may, if they wish, agree to obtain a list of arbitrators from the American Arbitration Association in any particular case.

The arbitrator shall then proceed to hear and determine the case submitted to him. At the request of either party, all hearings conducted hereunder shall be recorded verbatim by a qualified stenograph reporter or by other recorded means acceptable to an arbitrator. The

expense of arbitration, including the fee and expenses of the arbitrator shall be borne equally by both parties. The party which requests the presence of a stenographic reporter shall bear the cost for its transcript and any transcript provided to the arbitrator.

10.2 Authority of the Arbitrator: The arbitrator shall have the authority to apply the provisions of this Agreement and to render a decision on any grievance properly coming before him, but he shall not have the authority to amend or modify this Agreement or to establish any terms or conditions of this Agreement. Further, he shall have the authority to apply and interpret the provisions of this Agreement only insofar as may be necessary to the determination of such grievance. Awards may or may not be retroactive, depending upon the determination of the equities of each case. In the event any arbitral award is issued providing for back wages or other retroactive relief, the associates involved shall never be entitled to an amount exceeding 150 days of pay or other retroactive relief, provided however that, with respect to a grievance concerning a termination, the 150 days limitation will not apply if the Hospital refuses to meet within ten business days of grievance filing or fails to respond to the grievance within ten (10) business days after such meeting. The limitation on retroactive relief can be extended by circumstances described in Article III, Section 3.1 of the Agreement. Arbitration awards are final and binding on both parties.

ARTICLE XI
NO STRIKES OR LOCKOUTS

11.1 No Strikes: The Union, its officers, agents, representatives and members shall not in any way, directly or indirectly, authorize, call, cause, assist, encourage, participate in, ratify, condone or sanction any strike, including a sympathy strike, sit down, slowdown, picketing, boycott, cessation or stoppage of work, or other interference with or interruption of work at any of the Hospital's operations during the duration of this Agreement. The Hospital shall have the right to discharge, for cause, with loss of all rights and benefits, suspend, or otherwise discipline any or all associates who incite, induce, encourage or participate in any of the above enumerated activities. Should such a strike, sit down, slow-down, picketing, boycott, cessation or stoppage of work, or other interference with or interruption of work at any of the Hospital's operations occur, the Union within twelve (12) hours of a request by the Hospital shall:

- (a) Publicly disavow such action by the associates,
- (b) Advise the Hospital in writing that such action by the associates has not been called or sanctioned by the Union,
- (c) Notify associates of its disapproval of such action and instruct each associate to cease such action and return to work immediately,
- (d) Post notices on the Union bulletin boards advising that it disapproves such action.

11.2 No Lockouts: In consideration of this no-strike pledge by the Union, the Hospital shall not lock out associates during the duration of this Agreement.

ARTICLE XII **HEALTH AND WELFARE**

12.1 Health and Welfare: The Hospital shall continue in effect the present group health insurance, disability and life insurance plans, subject to improvements agreed to by the Hospital through December 31, 2011.

The life insurance plan contemplated by this 12.1 shall be maintained at an amount not less than the associate's hourly rate at the time of death multiplied by 2080 hours.

12.2 Medical, Pharmacy, Vision, and Dental Benefits:

Effective January 1, 2012, the Hospital shall provide medical, pharmacy, vision, and dental benefits to full-time and part-time eligible associates for the term of this Agreement under the same plans and on the same basis they are provided to similarly situated (i.e. full-time or part-time) non-bargaining unit associates. Benefit carriers may be added or deleted based on financial and service indicia. Before any change in carriers occurs, the Hospital will provide the Union with at least sixty (60) days notice and the Hospital will be available upon request to discuss.

If any of the total premium rates are increased or decreased for non-bargaining unit associates during the

life of this Agreement, they shall be increased or decreased automatically for associates at the same time and in the same manner and amount. Similarly, the co-pays, deductibles, coinsurance, coverage exclusions, and other terms and conditions of the benefits provided to associates under this Article shall be the same as the co-pays, deductibles, coinsurance, coverage exclusions, and other terms and conditions of the benefits provided by the Hospital to similarly situated (i.e. full-time or part-time) non-bargaining unit associates of the Hospital. If any of the terms and conditions of benefits, including but not limited to co-pays, deductibles, coinsurance, coverage exclusions, etc. provided to non-bargaining unit associates during the life of this Agreement are modified, the benefits provided to associates under this Article shall be modified at the same time and in the same manner and amount.

Section 12.3: Health and Dental Premium Cost Sharing:

The Hospital shall pay eighty percent (80%) of the monthly premium for group individual health insurance coverage (including dental) for all permanent full-time associates (“individual coverage”) in the bargaining unit, provided the associate pays twenty percent (20%) of the monthly premium.

The Hospital shall pay seventy-five percent (75%) of the total monthly premium for all permanent full-time associates in the bargaining unit who elect group health insurance coverage (including dental) for themselves and for one eligible dependent (“individual-plus-one

coverage”), provided the associate pays twenty-five percent (25%) of the total monthly premium.

The Hospital shall pay sixty-eight (68%) of the total monthly premium for all permanent full-time associates in the bargaining agreement who elect group health insurance coverage (including dental) for themselves and for their eligible dependents (“family coverage”), provided the associate pays thirty-two percent (32%) of the total monthly premium.

The Hospital shall pay forty percent (40%) of the total monthly premium for group individual, individual-plus-one, and family coverage for all permanent part-time associates in the bargaining unit who have completed one year of service with the Hospital, provided the associate pays sixty percent (60%) of the total monthly premium. Permanent part-time associates who have not completed one year of service with the Hospital may purchase the aforementioned group health insurance and dental coverage at their own expense.

Notwithstanding the above, if the premium cost sharing during the term of the Agreement for other members of the plan are more favorable (i.e. Hospital to pay 82% of the monthly premium for individual coverage and the associate to pay 18% of the monthly premium), members of the bargaining unit will receive the same premium cost sharing rates.

The Hospital’s group health insurance plan may include the use of in-or-out network health care providers.

If bargaining unit associates receive services rendered by the Washington Hospital Center on an in-network basis, and such services are covered under the Hospital's benefits plan, the associates shall not be required to pay a deductible, unless a deductible is uniformly required of all other participants. If, however, bargaining unit associates receive covered services rendered by the Washington Hospital Center, but the services are on an out-of-network basis, the associate shall be required to pay a deductible, if one is applicable under the terms of the benefit plan.

12.4 Pension: The Hospital shall regularly review its present pension plan and make any modifications or amendments necessary to keep it in compliance with the Associate Retirement Income Security Act of 1974, the Pension Benefit Guaranty Corporation's rules and regulations, the Internal Revenue Code, and any other applicable law.

There shall be no decrease in the benefits paid out by the Cash Balance Retirement Plan (CBRP) without the approval of the Pension Benefit Guaranty Corporation. In addition, all participants' contributions under the CBRP shall earn interest at a rate of no less than five (5%) percent per annum.

Associates currently eligible for and participating in the CBRP shall receive pay credits for 2011 through November 30, 2011. Effective November 30, 2011, the Hospital shall amend the CBRP to freeze benefits previously offered under the CBRP, including ceasing to allow pay credits to accrue or associate contributions to be

made into the Plan. Thereafter, benefits in the CBRP will remain in the CBRP and continue to grow with interest credits. Such benefits will also continue to be available to participants eligible under the Plan for distribution as the Plan provides.

Effective December 1, 2011, all eligible associates covered by this Agreement may participate in the defined contribution pension plan on the same terms and conditions as it is made available to other Hospital associates.

Eligibility for participation in the RSP shall be governed by Plan documents. Associates eligible for participation in the RSP may enroll as participants in the RSP at any time.

The Hospital's Pension Manager will meet with three designated Union representatives upon request up to twice a year to answer questions concerning the pension plan and to discuss plan performance.

12.5 Termination of Amendment of Health Insurance Plans

The health insurance plans referred to in this Article, including the terms of those plans, are hereby incorporated into this agreement, it is understood that any of the plans referred to in this Article may be amended during the term of this Agreement provided the Union is given sixty (60) days notice prior to any change(s) and such change(s) are applied identically to similarly situated

(i.e., full-time or part-time) non-bargaining unit associates of the Hospital. While both parties recognize and agree that modifying a particular benefit or insurance component usually means that the former and new benefits or components will not be identical, the parties also agree that, except if required by law, regulation, final court order or required by the applicable insurance carrier(s), modification(s) by the Hospital to a component(s) of the Plans will not result in materially diminishing it as a whole (not merely individual aspects) as it existed before such modification(s). If the Union contends that the Plan as a whole has materially diminished as a result of changes instituted by the Employer (not the carrier(s) or as a result of changes in laws, regulations or final court orders), the parties will meet and discuss the issue provided it has been raised within thirty (30) days from the time the coverage changes were announced. If the issue is not resolved in the meet and discuss forum, then they will agree to either (a) re-open the contract on that issue only – but with no right to strike or lockout, or (b) have the issue arbitrated under Article IX of this Agreement. Absent agreement, the issue will be arbitrated. In that case, the issue before the arbitrator shall be defined to be, and shall be limited to, whether or not the Employer has, by the modifications it voluntarily implemented, materially diminished the Health Plan as a whole.

12.6 Death Benefit: The Hospital shall provide a benefit of \$4,000 upon the death of retired bargaining unit associates who, upon retirement from the Hospital, had at

least twenty-five (25) years service with the Hospital. Associates who have accumulated twenty (20) years service prior to October 26, 1993 shall be eligible for the death benefit without having to accumulate further years of service with the Hospital. The benefit shall be payable to the beneficiary designated by the eligible retiree.

12.7 Liability on Insurance Coverage: With respect to any group insurance plan referenced in this Article, the Hospital's sole obligation shall be the payment of the applicable premiums. All rights to coverage and benefits shall be determined in accordance with the terms of the relevant plan, summaries of which are available to associates, and any disputes related thereto shall be exclusively subject to the dispute resolution procedures provided by the relevant plan.

12.8 Income Protection: Associates shall receive at least the following income protection insurance coverage:

(a) Sickness and Accident Insurance: Associates with at least six (6) months of continuous employment with the Hospital who become disabled by reason of accident not covered by Worker's Compensation, or sickness shall receive sixty-six and two-thirds percent (66 2/3%) of their base pay, commencing from the first (1st) day of disability by reason of accident not covered by Worker's Compensation or from the eight (8th) day of disability by reason of sickness, for a maximum of twenty-six (26) weeks for full-time associates and for a maximum of thirteen (13) weeks for part-time eligible (PE) associates.

(b) Long Term Disability Insurance: Associates with at least three (3) years of continuous employment with Hospital shall, after one-hundred eighty days of disability (by reason of sickness or accident not covered by Worker's Compensation) receive sixty (60) percent of their regular base pay which shall continue until the associate either (1) dies; (2) returns to work; (3) attains age 65 years; or (4) ceases being qualified for coverage. (See also side letter dated August 23, 1995.)

(c) Certification: In all cases, claims shall require substantiation by means of medical certification as prescribed by the insurance carrier(s), which determinations shall be conclusive and binding upon the Hospital, the claimant (including the claimant's estate, heir, assigns or other legal representatives) and the Union, in all cases without recourse under this Agreement, including recourse under the grievance and arbitration provision thereof.

12.9 Change in Carriers - "Cafeteria" Benefits:

(a) The Hospital has the unilateral right, during the term of this Agreement, to change insurance carriers, provided the benefits offered remain substantially the same.

(b) The Hospital shall submit the name of the new carrier and a copy of the new insurance policy and coverage to the Union at least sixty (60) days prior to the effective date thereof for the purpose of allowing the Union an opportunity to comment upon the proposed change of

carrier and to compare the benefits of the current and proposed plans.

(c) The Hospital also reserves the right, during the term of this Agreement, to convert the benefit program for covered associates to a “cafeteria” type benefit program.

ARTICLE XIII **EDUCATION AND TRAINING**

13.1 Joint Committee on Training and Education: It shall be the policy of the parties to assist associates to realize their full job potential and to create circumstances whereby associates can develop career progression. Therefore, there shall be established a Hospital-Union Committee to study and recommend to the Hospital the establishment of training programs, academic courses of study, and such other projects and activities as may permit and encourage associates to upgrade their jobs and level of competence, including scheduling of work to accommodate training and study programs. The Committee may recommend programs to be wholly or partially funded by the Hospital. During the term of this Agreement, the Hospital shall commit at least \$50,000 to fund programs recommended by the Committee. Additionally, one of the responsibilities of the Committee shall be to discuss new technological developments and methods by which associates may be trained to work with them. Insofar as possible, the meetings of such Committee shall be on non-work time. However, meetings and activities of the Committee may take place on any

basis or at any time that is mutually agreeable to the Hospital and the Union.

13.2 Education Tuition Assistance:

(a) Subject to the eligibility requirements set forth in the Hospital's policy entitled Tuition Assistance, which is applicable to Hospital associates generally, the Hospital will pay one hundred percent (100%) of the tuition costs of formal education, training courses or seminars for permanent full-time associates, up to a maximum of \$4,000 per fiscal year. Subject to the eligibility requirements set forth in the Hospital's policy entitled Tuition Assistance, which is applicable to Hospital associates generally, part-time eligible associates will receive one hundred percent (100%) of such costs, up to a maximum of \$2,000 per fiscal year. All such formal education, training courses or seminars must be demonstrably related to health care subjects and reasonably related to career objectives in the health care field. Questions associates have regarding the processing of applications for payment under this §13.2 may be either directed to the Human Resources Department or raised and discussed at meetings of the Joint Committee on Training and Education.

(b) Effective with the fiscal year that commences on July 1, 2009, an associate who has been or will be paid the maximum amount of tuition assistance for a fiscal year may apply for an academic award of up to \$2,000 for permanent full-time associates and \$1,000 for part-time eligible associates for use in the same fiscal year. The

Hospital will grant up to fifty (50) academic awards per fiscal year to up to fifty (50) applicants who satisfy the eligibility requirements and criteria for receiving an award. The eligibility requirements and criteria for an award and the types of classes and expenses for which the award may be used will be established, and may from time to time be changed, by the Hospital in its discretion.

ARTICLE XIV **MISCELLANEOUS PROVISIONS**

14.1 Non-Discrimination: Neither the Hospital nor the Union shall discriminate against or in favor of any associate on account of race, color, religion, national origin, sex, age or union activity. Whenever the masculine gender is used in this Agreement it shall also include the feminine gender, and vice versa.

14.2 Bulletin Boards: The Hospital shall place at the disposal of the Union, bulletin boards located at the Hospital for the purpose of posting its official notices. In addition to the two bulletin boards at the present location, the Hospital shall provide additional bulletin boards in the North Addition and at the Cancer Institute, and Prince Georges Plaza.

14.3 Union Visitations: Designated non-associate Union officials will be permitted access to the Hospital for the purpose of adjusting disputes, negotiating working conditions and ascertaining that this Agreement is being adhered to; provided, that such representative give the designated Hospital representative prior notification of

such visit and such visitation does not interfere with patient care or the orderly operation of the Hospital.

14.4 Meeting Rooms: Upon written request by a Union official to the designated Hospital representative, the Hospital shall designate a room to be allowed the Union for the conduct of Union business if, in the sole discretion of the Hospital, a room is available for such purpose and its use will not interfere with patient care or the orderly operation of the Hospital.

14.5 Associates with Disabilities: An associate who becomes disabled and thereby unable to perform the essential functions of his job, with or without a reasonable accommodation, may be reassigned to another job he is able to perform, with or without reasonable accommodation, provided that such reassignment, in the sole judgment of the Hospital, will not cause undue hardship, taking into account the need to avoid interference with patient care and the orderly operation of the Hospital.

14.6 Lockers: The Hospital will provide lockers and locker rooms, on a non-exclusive basis, to associates who are required to wear uniforms due to the sterile nature of their work. The Hospital will not eliminate locker room facilities in the Department of Environmental Services or Nutrition Services. Associates who are currently assigned to lockers will be provided space to store outer garments in the event that their lockers are eliminated. All assigned lockers must be locked and labeled with associates' names, departments, titles and shifts. Broken lockers

must be reported to the associate's supervisor. Lockers without the required label and lock will be opened and the contents stored in Lost and Found for two (2) weeks. If they are not claimed in that time, they will be destroyed.

Locker room facilities are normally to be used only during authorized rest periods and for changing clothing before and after duty. Lockers are subject to inspection by Hospital authorities without notice to associates provided the associate is present at the time of the inspection except: (1) in cases of emergency; or (2) where the associate is not physically present on the Hospital premises; or (3) where the associate declines an invitation to be present when the locker is to be opened.

14.7 Evaluation and Personnel Files:

(a) Before an evaluation form or disciplinary notice is placed in a personnel file, the associates shall be permitted to review the contents of said form or notice and to submit a statement regarding such contents for inclusion in the file.

(b) No material that could result in disciplinary action shall be placed in an associate's personnel file without notification to the associate or without the associate having an opportunity to read the material. The affected associate shall acknowledge that he has read the material with his signature; however, such signature shall not indicate agreement, or disagreement, with its contents. If an associate refuses to sign, such declination shall be noted in writing on the material involved. Nothing in this

section shall be construed as in any way limiting the Hospital's right to evaluate its associates.

(c) An associate shall be permitted to examine his personnel file. Any associate desiring to examine his file shall first make a written request for an appointment with the Hospital's Director of Human Resources. It is not the intent of the parties to interfere with normal business operations by requesting or permitting an unreasonable number of such requests to be made simultaneously or in blocks. Copies of any material from an associate's personnel file shall not be supplied to persons other than the associate except with the written authorization of the associate.

14.8 Uniforms: Where the Hospital furnishes uniforms that must be dry cleaned and requires associates to wear such uniforms, it will maintain the uniforms. The Hospital will also maintain any uniforms, including scrubs, that it does not permit associates to remove from the Hospital's premises; such uniforms may be worn only during working hours and must not be removed from the Hospital's premises. In addition, any associate who believes that his uniform has been contaminated with hazardous or infectious materials can notify his supervisor and request that the Hospital launder the uniform. A uniform which has been contaminated with hazardous or infectious materials will be laundered by the Hospital.

14.9 Medical Examinations: In the interest of safeguarding the health of associates and patients, the Hospital may require associates to take a medical examination at the

time they are hired or at such other times as they may thereafter deem advisable. An associate, at his own expense, may have his own physician perform said medical examinations; provided, that the physician's report of the results of the examination be on a medical form acceptable to the Hospital. An associate's medical records may be given to the associate's personal physician upon written request of the physician.

14.10 Examination of Packages: The Hospital may require an associate carrying packages from the Hospital to submit such packages to inspection by the Hospital's security forces.

14.11 Personnel Identification: For the protection of the Hospital's patients and associates, the photo-identification supplied by the Hospital must be worn by associates at all times while on Hospital property.

14.12 Lobbies and Waiting Rooms: Associates may not use lobbies, except for designated work purposes and for immediate ingress and egress from the Hospital. Associates may not use waiting rooms since such areas are reserved for friends and relatives of patients. On at least an annual basis, the Hospital shall publish a list of the areas which are considered to be lobbies and waiting rooms within the meaning of this provision.

14.13 Smoking: Smoking shall be limited to those areas designated by Department Heads or established by Hospital policy.

14.14 Severability: In the event any article, section or provision of this Agreement is held invalid or illegal by any civil authority, agency or court, such invalidity or illegality shall not affect or impair any other article, section or provision of this Agreement.

14.15 Finality: Both parties have had full opportunity to negotiate concerning every aspect of wages, hours and working conditions. Any such matters not specifically covered by this Agreement shall remain within the sole rights of Management.

14.16 (a) General Emergencies:

In the case of emergency, such as flood, fire, epidemic, disaster or catastrophe, the terms of this Agreement shall not be deemed to apply in connection with measures deemed necessary for the care and protection of patients, the equipment and the buildings of the Hospital, or reasonably necessary to repair and place the same in condition thereafter for occupancy.

(b) Snow Day Emergencies:

(1) When the Hospital declares the existence of a snow emergency, the Hospital's snow emergency plan shall go into effect. The Union shall be notified immediately upon declaration and termination of any snow emergency.

(2) While a snow emergency is in effect, the Hospital shall pay associates in the bargaining unit one and one-half (1 ½) times their regular hourly rate of pay for hours actually worked during the emergency. An associate will be paid fifty

percent (50%) of the associate's base hourly rate or the minimum wage under applicable law, whichever is higher ("on-call/on-premises rate"), for hours that the associate would otherwise be off work but that the Hospital requires the associate to be on-call on the Hospital premises during the emergency ("on-call/on-premises hours"). An associate will not receive on-call/on-premises pay for hours that the associate actually works. When an associate's actual hours worked plus on-call/on-premises hours exceed forty (40) in a work week, the associate will receive time and one-half (1-1/2) the associate's regular hourly rate for any hours actually worked over forty (40) and time and one-half (1-1/2) the on-call/on-premises rate for hours over forty (40) that are on-call/on-premises hours.

(3) Associates who are at the Hospital during a snow emergency may, at the sole discretion of the Hospital, be required to stay for the duration of the emergency or any portion thereof.

(4) An associate shall not receive any adverse action for reporting late or failing to report to the Hospital during a snow emergency.

(5) It is understood that the premium pay provisions of this Section apply only to hours actually worked during a snow emergency. Therefore, if the snow emergency is terminated during the middle of an associate's shift, he shall receive premium pay only for the portion of the shift he completed while the snow emergency was in effect.

(6) There shall be no pyramiding of premiums under this Section and the Hospital retains the right to terminate a snow emergency as it elects.

© When an emergency (including snow emergency) is collectively called by the Federal government, District of Columbia government, the Council of Governments (DC, Md. And Va.), and the Metro has suspended above-ground service and the Hospital has suspended shuttle service, unscheduled absences by bargaining unit members will not be considered a call-in for the purpose of discipline, unless the Hospital has offered sleeping accommodations in advance of a pending snowstorm or other anticipated event so that associates are available the next day, or if the Hospital offers transportation and the associate declines.

The Hospital reserves the right to also declare other events that may not meet any or all of the above-defined criteria, as qualifying events for the purpose of not counting unscheduled absences as call-ins which could lead to discipline. In that event, the Hospital will advise the Union of the date(s) and reason(s) for excluding such absences. Nothing in this Section negates the associate's responsibility to advise the manager of his/her inability to report as scheduled.

14.17 (a) Safety: Associates will not be required to work in unsafe conditions. Each associate shall have the duty to report any unsafe condition to his immediate supervisor. Unsafe conditions are defined as those conditions that are a clear and present danger to one's

safety. If there is a question as to whether or not a clear and present danger exists, the associate will perform the work and then invoke the grievance procedure.

The Hospital shall continue to make provisions for the safety, health, and safety and health training of its associates during the hours of their employment.

If the absence of a protective device or equipment presents a clear and present danger to one's safety, such absence shall constitute an unsafe condition. Protective devices and equipment provided to the associates by the Hospital will be used by associates as required.

(b) Safety/Environment of Care Committee: The Union may appoint one (1) person (who must be a Hospital associate) to be a member of the existing Safety/Environment of Care Committee.

14.18 Successorship: If ownership of the Hospital is changed through sale, merger, or in any other manner, this Agreement shall be included as a condition of such change and shall remain binding until its termination.

14.19 Job Posting: Bargaining unit job openings will not be filled until they have been posted for at least five (5) days excluding holidays observed by the Hospital and Saturdays and Sundays. Job openings will be posted prominently in the Department of Human Resources display case and in the Cafeteria. Applicants must apply to the Department of Human Resources. Associates must make separate application for each opening or contact the Department of Human Resources to re-activate any

previous application. The Hospital shall not be required to post any job vacancy, for any specific length of time, which must be filled without delay in order to meet an emergency or to safeguard the health and/or safety of patients.

14.20 Day Care: If the Hospital makes available child day care facilities to its associates during the term of this Agreement, such facilities shall be offered to members of the bargaining unit on terms at least as favorable as the terms afforded to other groups of Hospital associates for use of such facilities.

14.21 Parking: Associates who as of October 7, 1987, received free parking from the Hospital shall not be required to pay for parking before September 23, 2000, and after that date shall not be required to pay more than \$16.80 per month for parking. Associates hired after October 7, 1987, but before or on September 23, 1999, shall not be required to pay more than \$16.80 per month for parking before September 23, 2000, and after that date shall not be required to pay more than \$21.00 per month for parking. Associates hired after September 23, 1999, shall not be required to pay more than \$25.00 per month for parking.

Effective July 2014, the parking rate will be \$25.00 per month on a pre-tax basis. The \$25.00 per month parking rate will remain in effect at least through June 2015. In the event that parking rates increase for non-union, nonexempt associates after June 2015, the same increase will be applicable to associates in positions represented by SEIU during the term of the Agreement. Currently, that is

\$25.00 per month on a pre-tax basis. The Hospital will advise the Union of any planned increase and meet to discuss at the Union's request. In no event will parking rates increase more than \$5.00 per month in any year of the Agreement. Associates with 25 or more years of service shall receive free parking.

14.22 Workers Compensation: Any bargaining unit associate who is referred by Associate Health for a second opinion shall receive administrative leave with pay for physician visits if the visits occur during the associate's normally scheduled work time.

ARTICLE XV **TERM OF AGREEMENT**

15.1 This Agreement shall be in full force and effect from the 1st day of July 1, 2014, to and including the 30th day of June, 2017. At least ninety (90) days prior to said expiration date, either party may serve upon the other party written notice that it wishes to cancel, revise or modify this Agreement. If such notice is not given at least ninety (90) days prior to said expiration date, this Agreement shall remain in full force and effect for ninety (90) days from when such written notice is actually received.

IN WITNESS WHEREOF, the parties hereto have subscribed their names this _____ day of _____, 2015.

SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 722

WASHINGTON HOSPITAL
CENTER

By:
Daniel Fields, Jr.
President

By:
Kathleen F. Chapman
Assistant Vice President,
Human Resources

APPENDIX I

July 8, 2014

Re: Position Classification/Market Reviews

Dear Mr. Fields:

This letter will confirm the following agreement reached by the Washington Hospital Center and SEIU Local 722, concurrent with the 2014 collective bargaining negotiations:

During the term of the new Agreement, the parties will continue their past practice concerning position classification/market reviews of bargaining unit positions. The review of the Patient Care Technician (PCT) will commence one (1) week after the signing of this Agreement and shall be completed within two (2) months of the start date. The Hospital shall provide the Union with results of the market review within two (2) months of the ratification date of the Agreement.

Your signature below shall be deemed acceptance on behalf of Local 722.

Sincerely,

Kathleen F. Chapman
Assistant Vice President,
Human Resources Operations

Confirmed and Accepted:

Daniel Fields, Jr.
President, SEIU, Local 722

APPENDIX II

July 8, 2014

Re: Parking

Dear Mr. Fields:

This letter will confirm the following agreement concerning Parking, which the Washington Hospital Center and SEIU Local 722 reached during the 2014 collective bargaining negotiations:

Currently there are associates who park at off-site satellite locations and do not pay to park. In the event that the Hospital decides to charge for off-site satellite parking, the initial monthly parking rate will not be more than \$15.00 per month. Subsequent increases will be the same as listed in Section 14.21. Associates hired thereafter will pay the same rate as associates who park on campus.

Your signature below shall be deemed acceptance on behalf of Local 722.

Sincerely,

Kathleen F. Chapman
Assistant Vice President,
Human Resources Operations

Confirmed and Accepted:

Daniel Fields, Jr.
President, SEIU, Local 722

APPENDIX III July 8, 2014

Re: MedSTAR Flight Crew Life Insurance

Dear Mr. Fields:

This letter will confirm the agreement concerning life insurance for the MedSTAR flight crew, which was reached by the Washington Hospital Center and SEIU Local 722 during the 2005 collective bargaining negotiations. Specifically, the Hospital shall maintain life insurance pursuant to Section 12.1 of the Agreement for each associate who is part of the MedSTAR flight crew at an amount of not less than the associate's hourly rate at the time of death multiplied by 2080 hours. In addition, an associate who is part of the MedSTAR flight crew will be provided with additional life insurance coverage of three (3) times this amount covering the death of the associate as a result of an accident of a helicopter operated by the Hospital, for total coverage of four (4) times the associate's hourly rate at the time of death multiplied by 2080 hours.

Your signature below shall be deemed acceptance on behalf of Local 722.

Sincerely,

Kathleen F. Chapman
Assistant Vice President,
Human Resources Operations

Confirmed and Accepted:

Daniel Fields, Jr.
President, SEIU, Local 722

APPENDIX IV

July 8, 2014

Re: Accrued Sick and Safe Leave Act of 2008

Dear Mr. Fields:

The 2008 collective bargaining negotiations between the Washington Hospital Center and the Service Associates International Union, Local 722 (collectively, “the Parties”) included negotiations over paid leave. This confirms the Parties’ agreement as a result of such negotiations regarding the relationship between the recently enacted District of Columbia Accrued Sick and Safe Leave Act of 2008 (“ASSLA”) and the paid leave provisions of the parties’ collective bargaining agreement for the period of October 6, 2008 through October 5, 2011 (“CBA”).

Specifically, the paid leave provisions of the CBA encompass the leave required by ASSLA, and ASSLA will not be interpreted or applied to require additional paid leave beyond the amounts set forth in Section 6.1(a) (Vacation and Sick Leave), and the provisions of ASSLA as they apply to associates covered by the CBA are waived to the full extent such waiver is permitted by law. In addition, unless otherwise required by ASSLA, ASSLA-covered call-ins will be counted for purposes of Section 6.1(d) (Leave Abuse).

Your signature below shall be deemed acceptance on behalf of Local 722.

Sincerely,

Kathleen F. Chapman
Assistant Vice President,
Human Resources Operations
Washington Hospital Center

Confirmed and Accepted:

Daniel Fields, Jr.
President, SEIU, Local 722

APPENDIX V

July 8, 2014

RE: 2014 Changes to the Paid-Time-Off Program

The Hospital agrees to extend one (1) additional day of PTO (8 for full time and 4 for part time) credited to the PTO bank once per calendar year for associates with 20 or more years of service as of the ratification date of the 2011 Agreement in the first full pay period in July for each year of the Agreement.

Your signature below shall be deemed acceptance on behalf of Local 722.

Sincerely,

Kathleen F. Chapman
Assistant Vice President,
Human Resources Operations

Confirmed and Accepted:

Daniel Fields, Jr.
President, SEIU, Local 722

APPENDIX VI

July 8, 2014

Re: PTO Accrual during Union Business Leave

Dear Mr. Fields:

The twenty (20) non-paid days per year of Union Business Leave referenced in Section 7.6 will be considered hours paid for the purpose of PTO accrual for associates elected to any union position (President, Treasurer, Vice President, Secretary-Treasurer, five (5) members of the Executive Board and members of the Board of Trustees).

Additionally, Members who are non-officers of the bargaining unit may be approved for up to a five (5) unpaid days of Union Business Leave per calendar year for purpose of attending workshops, conventions, seminars and other union business. In that event those unpaid hours shall also be considered hours paid for the purpose of PTO accrual.

Your signature below shall be deemed acceptance on behalf of Local 722.

Sincerely,

Kathleen F. Chapman
Assistant Vice President,
Human Resources Operations

Confirmed and Accepted:

Daniel Fields, Jr.
President, SEIU, Local 722

APPENDIX VII

July 8, 2014

RE: Associates with 25+ Years of Service – Health and Dental Premium Cost Sharing

Dear Mr. Fields:

This side letter confirms the agreement reached by the Washington Hospital Center (“the Hospital”) and the Service Associates International Union, Local 722 (“the Union”) (collectively, “the Parties”) during the Parties’ 2011 collective bargaining negotiations.

Associates who have 25 or more years of service as of December 31, 2011, who elect to participate in the Hospital’s health and dental insurance program will receive 100% Hospital-paid individual coverage; 76% Hospital-paid associate plus one coverage; and/or 69% Hospital-paid group (family) coverage during the the term of this Agreement. For those associates who currently have either associate plus one or family coverage, the associate portion of the premium will be reduced by an amount equal to the associate portion of the individual coverage premium.

Your signature below shall be deemed acceptance on behalf of Local 722.

Sincerely,

Kathleen F. Chapman
Assistant Vice President,
Human Resources Operations

Confirmed and Accepted:

Daniel Fields, Jr.
President, SEIU, Local 722

APPENDIX VIII

HRP 604 - PAID TIME OFF – ASSOCIATES REPRESENTED BY SEIU



Washington
Hospital Center

MedStar Health

HRP 604

Effective Date: April 1, 2007

Revision Date: March 1, 2008

September 1, 2009

January 1, 2010

October 13, 2010*

MISSION: Washington Hospital Center (WHC), a valued member of MedStar Health, is dedicated to delivering exceptional PATIENT FIRST health care. We provide the region with the highest quality and latest medical advances through excellence in patient care, education and research.

I. Purpose

This policy defines guidelines for Paid-Time-Off (PTO) for associates represented by SEIU.

II. Statement of Policy

In an effort to assist associates in maintaining their own well-being, WHC has established a system which provides time off for its associates.

III. Procedure

A. Eligibility

Regular full-time and part-time eligible associates are eligible to accrue and use annual leave after completion of the Introductory Period.

B. Accrual Rates

1. Eligible associates accrue Paid-Time-Off (PTO) hours to the maximum amount based on status of position and hours paid during the pay period.
2. Associates with grandfathered sick leave hours accrued prior to July 2005 are eligible to use that leave for:
 - Unscheduled absence due to their own personal illness after having first used two (2) weeks of PTO for sick absences each calendar year (i.e. 80 hours for full time, 72 hours for 36 hour option, 40 hours for part-time eligible).
 - Sick absences after the PTO bank as been exhausted.
 - ASSLA or MFLA approved absences.
 - Seven (7) day waiting period for Short Term Disability (STD)
 - To augment STD/LTD for sick leaves extending beyond the STD/LTD elimination period (7 days).

Grandfathered sick leave hours may not be transferred to another associate or paid out at the point of termination.
3. Associates hired prior to 1972 who have long-term sick leave hours may use them for accidents or illnesses of six (6) or more days which are not covered by Workers' Compensation.

Accrual Chart: Level 1 – Associates represented by SEIU, Nonunion nonexempt, exempt professionals, and managers below Department Head level.

Years of Service	PTO Accrual (Pro-Rated for Part time)	Max Balance (FT 36-40 hrs/wk)	Max Balance (PT 20-35.5 hrs/wk)
0-2 yrs	20 days / 160 hrs/ 6.15 hrs per pp Hrs paid/80 x 6.15; Max = 6.15	160 hrs	80 hrs
2-7yrs	25 days / 200 hrs/ 7.69 hrs per pp Hrs paid/80 x 7.69; Max=7.69	240 hrs	120 hrs
7+ yrs	30 days / 240 hrs/ 9.23 hrs per pp Hrs paid/80 x 9.23; Max=9.23	320 hrs	160 hrs

Once an associate reaches the maximum balance, no further PTO's will be credited to the bank until usage takes the associate below the maximum accrual amount.

C. Scheduling and Use of PTO

Associates requesting PTO are responsible for obtaining approval in advance from the Department Head, or appropriate member of management.

1. PTO hours may not be used in advance of being earned.
2. PTO's must be used by nonexempt associates for any period of scheduled or unscheduled absence, except as otherwise governed by express terms of a CBA or law.
3. A nonexempt associate's PTO account may not be charged to cover a period of tardiness, except as otherwise governed by express terms of a CBA or law.
4. Associates who are absent from work for a full workday or longer should have the time charged against available PTO banks.
5. The PTO balance must be available at the time vacation is taken. Associates who do **not** have available PTOs will **not** be granted vacation without pay and/or previously approved vacation days will be cancelled.

D. PTO Payouts

Close out of Accounts -PTO account balances will be closed upon occurrence of any of the following events:

Action	PTO	Grandfathered Sick Bank
Introductory Period Separation	Forfeited	N/A
Resignation with proper notice –	50% paid out	Forfeited
Retirement – min.age 55 with 10 or more yrs of service, with proper notice.	80% paid out	Forfeited
Retirement without reaching minimum age or 10+ years of service	50% paid out	Forfeited
Resignation or retirement without proper notice	Forfeited	Forfeited
Transfer to Ineligible	50% paid out, balance forfeited	Forfeited
Leave of Absence	May be retained	Retained
Lay Off	80% paid out	Forfeited
Death	50% paid to estate	Forfeited
Discharge – Progressive Discipline	50% paid out	Forfeited
Discharge for Gross Misconduct	Forfeited	Forfeited

Action	PTO	Grandfathered Sick Bank
Failure to Meet Condition of Employment*	50% paid out	Forfeited

* **Failure to Meet a Condition of Employment:** PTO bank paid out for failing to meet a condition of Employment, *not based on the associate's failure/refusal to take actions associated with meeting condition*, (e.g., inability to obtain required credentials due to citizenship requirements; or inability to maintain work authorization), provided employed for 90 days or longer.

NOTE: Associates who terminate (voluntarily or involuntarily) who are eligible for a PTO payout who have been employed for at least 10 years and are at least 55 years of age will be paid out at 80% of the accrued PTO bank.

V. Resource

- A. Prepared by: Senior Vice President, Human Resources
- B. Approved by: President
- C. Responsible for Implementation: Senior Vice President, Human Resources or designee
- D. Effective Date: April 1, 2007
- E. Revision Date: March 1, 2008
September 1, 2009
January 1, 2010

Appendix IX

July 8, 2014

RE: PTO Side Letter

Dear Mr. Fields:

This side letter confirms the parties agreement reached by the MedStar Washington Hospital Center (“the Hospital”) and the Service Associates International Union, Local 722 (“the Union”) (collectively, “the Parties”) during the Parties’ 2014 collective bargaining negotiations.

- A full-time associate who is within 10% of the relevant PTO maximum balance may submit a written request for vacation time to his/her manager two (2) weeks prior to the posting of a six (6) week schedule. The manager will identify and approve during that schedule up to 20 hours of vacation time if the associate has a maximum accrual of 160 hours; up to 30 hours of vacation time if the associate has a maximum accrual of 240 hours; and up to 40 hours of vacation time if the associate has a maximum accrual of 320 hours (one half for part time associates).
- Associates who work a fixed schedule (not a posted schedule) or a rotating schedule of less than six (6) weeks, who are within 10% of the relevant PTO maximum should also submit a written request to use PTOs. The manager will identify and approve time consistent with the above stated formula within the six (6) week period beginning two (2) weeks after receipt of the request.
- For (1) and (2) above, if multiple requests are received from eligible associates during the two (2) week planning period, selection of available times will be in seniority order.

Your signature below shall be deemed acceptance on behalf of Local 722.

Sincerely,

Kathleen F. Chapman
Assistant Vice President,
Human Resources Operations

Confirmed and Accepted:

Daniel Fields, Jr.
President, SEIU, Local 722

Appendix X – Vaccination

July 8, 2014

RE:

Dear Mr. Fields:

Management and the Union agree that it is advisable for all associates to receive annual flu vaccinations to protect themselves, their families, and their patients. It has been shown that the flu vaccine is effective in protecting individuals from getting flu vaccine preventable influenza. Even in years when the vaccine is not fully effective, it can lessen flu-like symptoms. Flu vaccination is an important part of a comprehensive infection control program to prevent healthcare associated infections.

The Union agrees that Washington Hospital Center has met its statutory duty to bargain with SEIU, Local 722 concerning immunization and vaccination issues. The Union understands that WHC will be implementing an immunization and vaccination policy which the Union neither endorses nor opposes. WHC will provide members with advance notice of the vaccine components prior to the start of each annual influenza vaccination season.

SEIU, Local 722 specifically reserves the right to grieve, including arbitrate, any discriminatory administration or

application of the policy to individual members of the bargaining unit.

Your signature below shall be deemed acceptance on behalf of Local 722.

Sincerely,

Kathleen F. Chapman
Assistant Vice President,
Human Resources Operations

Confirmed and Accepted:

Daniel Fields, Jr.
President, SEIU, Local 722

APPENDIX XI

July 8, 2014

Re: Side Letter Agreement Implementtion of Revisions to
Section 4.8 Shift Differential

Dear Mr. Fields:

This side letter confirms the parties agreement reached by the MedStar Washington Hospital Center (“the Hospital”) and the Service Associates International Union, Local 722 (“the Union”) (collectively, “the Parties”) during the Parties’ 2014 collective bargaining negotiations.

The parties agree to expand the application of evening shift differential to shifts beinging before 3:00 PM if the majority of hours worked are after 3:00 PM (more fully described in Section 4.8 of the Agreement). In order to allow time for programming of this change in the Hospital’s time and attendance and payroll systems, the parties agree that this change will be implemented within three (3) pay periods following the ratification date of the Agreement.

Your signature below shall be deemed acceptance on behalf of Local 722.

Sincerely,

Kathleen F. Chapman
Assistant Vice President, Human
Resources Operations

Confirmed and Accepted:

Daniel Fields, Jr.
President, SEIU, Local 722

The Negotiating Committee Members:

For the Union:

For the Hospital:

.

Daniel Fields, Jr.

Kathleen F. Chapman

Orne Banks

James P. Hill

Precious Freeman

Johnnie Green

Denard Jarmon

Michael Jeter

Vanessa Jones

Karl Malone

Kevin Mitchell

Leon Reed

Bernadette Simms-Guthrie

Marchel Smiley

Barbara Taylor

Phyllis Turpin