

AGREEMENT
by and between
CHILDREN'S HOSPITAL
and
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 722, AFL-CIO

July 1, 2013 - June 30, 2016

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I: RECOGNITION, UNIT AND CHECKOFF.....	1
1.01 Union Recognition.....	1
1.02 Bargaining Units.....	1
1.03 Volunteers.....	4
1.04 Probationary Employees.....	4
1.05 Dues Check-Off.....	5
1.06 SEIU Local 722 Committee on Political Education (“COPE”) Checkoff.....	6
1.07 Check-Off Waiver	7
1.08 Indemnification.....	7
1.09 Employee Defined	7
1.10 Maintenance of Membership	8
1.11 Employee Roster.....	9
1.12 Temporary Employee	9
1.13 Non-Discrimination	10
1.14 Inability to Perform Job Duties.....	10
ARTICLE II: MANAGEMENT RIGHTS	11
2.01 Hospital Rights	11
2.02 Subcontracting	12
ARTICLE III: DISCIPLINE.....	12
3.01 Disciplinary Action.....	12
3.02 Progressive Discipline	14
3.03 Right to Grieve	14
3.04 Privacy of Discipline	15
3.05 Impact of Discipline on Transfer or Promotion.....	15
3.06 Leave Abuse	15
3.07 Make up of Failures to Report to Work.....	16
ARTICLE IV: HOURS AND WAGES.....	17
4.01 Workweek.....	17
4.02 Weekends.....	17
4.03 Rest Period.....	18
4.04 Wages	18
4.05 Overtime	20
4.06 Shift Differential.....	21
4.07 On-Call Pay	22
4.08 Call Back Pay	22
4.09 Pay Practices.....	22
4.10 Severance Pay	23
4.11 Pyramiding.....	24
4.12 Rate of Pay for Hours Not Worked	24
ARTICLE V: PAID LEAVE.....	24
5.01 Paid Leave	24
5.02 Bereavement Leave	24

5.03	Annual Military Leave.....	25
5.04	Jury Duty	25
5.05	In-Service Training and Educational Assistance	26
5.06	Voting Leave	28
ARTICLE VI: LEAVE OF ABSENCE.....		28
6.01	Leave of Absence	28
6.02	Military Leave	32
6.03	Official Union Business.....	33
6.04	Written Request and Documentation.....	33
6.05	Return to Work	33
6.06	Absence of Benefits.....	34
ARTICLE VII: HOLIDAYS		34
7.01	Holidays.....	34
7.02	Personal Day	35
7.03	Holiday Work	35
7.04	Holiday Pay	35
ARTICLE VIII: SICK LEAVE		36
8.01	Sick Leave	36
8.02	Sick Leave Accrual.....	36
8.03	Sick Leave Eligibility	37
8.04	Sick Leave Incentive.....	37
ARTICLE IX: VACATION		38
9.01	Vacation Leave	38
9.02	Vacation Leave Accrual	38
9.03	Limitation on Accrual of Vacation Leave	38
9.04	Use of Vacation Leave.....	39
9.05	Termination Adjustment.....	41
9.06	Advanced Vacation Pay.....	41
ARTICLE X: BENEFITS.....		42
10.01	Health and Welfare	42
10.02	Life Insurance	42
10.03	Workers' Compensation	43
10.04	Tax Sheltered Annuity Program	43
10.05	Miscellaneous	44
10.06	Liability for Insurance Coverage	45
10.07	Benefit Continuation.....	45
10.08	Changes to Benefits and Plans.....	45
10.09	Separation Benefit	47
ARTICLE XI: SENIORITY		47
11.01	Definition of Seniority	47
11.02	Accrual.....	47
11.03	Termination.....	48
11.04	Application of Seniority	48
11.05	Superseniority	49
11.06	Job Placement	49

11.07 Notice of Layoffs and Abolishment of Positions	49
ARTICLE XII: GRIEVANCE AND ARBITRATION	50
12.01 Grievance Defined	50
12.02 Grievance Procedure	50
12.03 Time Limits and Procedural Conditions	52
12.04 Selection of Arbitrator	53
12.05 Procedures of Arbitration	53
12.06 Authority of the Arbitrator	54
ARTICLE XIII: MISCELLANEOUS	54
13.01 Bulletin Boards	54
13.02 Union Visitation	55
13.03 Personnel File	56
13.04 Lockers	57
13.05 Medical Examination	57
13.06 Emergency	58
13.07 Notice to Employees	58
13.08 Severability	58
13.09 Successorship	58
13.10 Entire Agreement	59
13.11 Health and Safety	59
13.12 Labor Management Committee	61
13.13 Equal Employment Opportunity	62
13.14 Job Stewards	62
13.15 Official Communications	62
13.16 Parking	62
13.17 Meeting Rooms	63
13.18 Child Care	64
13.19 Uniforms	64
ARTICLE XIV: NO STRIKES OR LOCKOUTS	65
14.01 No Strikes	65
14.02 No Lockouts	65
14.03 Emergency Arbitration Procedure	65
ARTICLE XV: CHEMICAL SUBSTANCE RELATED IMPAIRMENT	67
15.01 General	67
15.02 Determination and Response	67
15.03 Decision to Test	68
15.04 Pay While Seeking Treatment	68
15.05 Return to Work	69
ARTICLE XVI: TERM	69
SIDE LETTER NO. 1	71
SIDE LETTER NO. 2	72
APPENDIX A	74
APPENDIX B	80
APPENDIX C	87

AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of July, 2013, by and between the CHILDREN'S HOSPITAL, hereinafter referred to as the "Hospital," and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 722, AFL-CIO, 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 to promote and improve the care and comfort of the patients of the Hospital as well as the interests of its employees, to avoid interruptions and interferences with services to patients, to resolve promptly and peacefully all disputes and differences between the parties, herein their agreement covering rates of pay, hours of work, and other terms and conditions of employment;

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

ARTICLE I: RECOGNITION, UNIT AND CHECKOFF

1.01 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 employees of the Hospital in the units described in section 1.02.

1.02 Bargaining Units

(a) The employees of the Hospital covered by this Agreement are limited to the employees in the following units and none other:

- (i) All permanent, full-time employees and regularly scheduled part-time employees (defined as those who are regularly scheduled to work 20 or more hours per workweek) employed by the Hospital at its Washington, D.C. location in a service or maintenance category as certified by the National Labor Relations Board in Case No 5-RC-10034; and all permanent, full-time employees and regularly scheduled part-time employees (defined as those who are regularly scheduled to work 20 or more hours per workweek) employed by the Hospital at its Washington, D.C. location as a Licensed Practical Nurse and/or in a technical category as certified by the National Labor Relations Board in Case No. 5-RC-10333; but excluding, in both instances, all professional employees, guards and supervisors as defined by the National Labor Relations Act, as amended, part-time employees who work less than 20 hours per workweek, temporary employees, and all other employees. The job classifications in the bargaining units are listed in Appendices A, B, and C attached hereto.
- (ii) As specified in the March 14, 2001 Recognition and Neutrality Agreement between the Hospital and the Union, all permanent, full-time employees and regularly scheduled part-time employees (defined as those who are regularly scheduled to work 20 or more hours per workweek) employed by the Hospital at its Washington, D.C. location in the positions of Clinical Operations Representative II, Senior Clinical Operations

Representative, Patient Registration/Admissions Representative, Senior Patient Registration/Admissions Representative and AST Specialist, but excluding Clinical Operations Representative II and Senior Clinical Operations Representative in the Dentistry Department and Clinical Operations Representatives and Senior Registration/Admissions Representatives who spend a majority of the their time performing surgical scheduling duties.

(b) Employees who are assigned primarily to and spend a majority of their work time at a facility other than the Hospital's main location at 111 Michigan Avenue, N.W. or its Comp Care, Adams Morgan or Trinity Square satellite facilities are not part of the bargaining units represented by the Union and are not covered by this Agreement. Effective October 1, 2010 and on a quarterly basis thereafter, the Hospital will provide the Union with a list of such employees (and their job classifications) working in job classifications covered by this Agreement who also worked at the Hospital's main location at 111 Michigan Avenue, N.W.

(c) Employees of new business ventures involving the Hospital -- including but not limited to joint ventures such as the joint venture entered into between the Hospital and Shady Grove Adventist Hospital or other ventures created as a result of acquisitions or mergers -- are not part of the bargaining units represented by the Union and are not covered by this Agreement. Any decision by the Hospital to enter into or establish such new business ventures shall be considered a managerial decision not subject to bargaining or negotiation under the National Labor Relations Act regardless of whether the new business venture offers patient care services similar to or the same as those offered by the Hospital. Provided, however, this subsection does

not diminish the Union's rights under Section 13.09 of this Agreement.

(d) Subject to 1.02(c), if the Hospital transfers a function or department that includes employees in a job classification covered by this Agreement from 111 Michigan Avenue, N.W. to another location, such job classification(s) at the other location will be covered by this Agreement; provided, however, that this will not operate to extend the Agreement to positions or employees not transferred from 111 Michigan Avenue, N.W.

1.03 Volunteers

The Hospital may continue to utilize volunteers on the same basis and to the same extent as it has in the past.

1.04 Probationary Employees

All employees newly hired, or rehired after termination of their seniority, shall be considered probationary employees until completion of ninety (90) calendar days, or completion of any required training period, whichever is longer. The Hospital shall have the right in its sole discretion to extend this probationary period by thirty (30) calendar days. During these probationary periods a probationary employee shall not be covered by any of the terms and conditions of this Agreement, whether or not specifically excluded, and may be disciplined or discharged with or without cause and without recourse to the provisions of Article XII. When the probationary period is extended, the Union shall be notified of such extension and be informed as to the length of such extension. All permanent employees transferred into either bargaining unit or promoted into new positions shall serve an introductory period for the first ninety (90) days of service or the length of the training period, whichever is longer, in the newly promoted or transferred job, without loss of benefits.

If during such introductory period the employee's job performance does not meet the Hospital's expectations, the employee will be returned to his/her former position, if vacant. If the former position is filled, the employee will then receive preferential hiring treatment for any available position for which he/she qualifies. The employee's rate of pay will be commensurate with the level of the position and previous experience and training related to said position.

1.05 Dues Check-Off

Upon written authorization from the employee on a form agreed to by the Hospital and the Union, consistent with applicable law, the Hospital shall deduct any initiation fee and the regular monthly Union dues imposed by the Union from the pay of the employee. The Hospital shall make a good faith effort to deduct the Union dues on the first payday of each month. In the event the Hospital is unable to make the deduction, the Hospital shall notify the affected employees and the Union within five (5) working days of the first payday that the dues deduction shall be made on the second payday of the month. The first dues check-off from an employee's pay shall be made on the first day of the month following receipt by the Hospital of the check-off authorization, provided the Hospital receives such authorization no later than fifteen (15) days prior to payday. Dues deductions shall not be retroactive. Such deductions shall be remitted to the Union within ten (10) calendar days after the payday on which the deductions are made. The Hospital shall furnish the Union with a record of each such deduction, showing the amount thereof, the employee from whose wages such deduction was made, and the department and job classification of said employee. Upon agreement between the Hospital and the Union of a reasonable penalty for failure to timely remit dues deductions, the Hospital shall pay such a penalty to the Union in the event that it fails to remit dues deductions within ten (10) calendar

days after the payday on which the deductions are made.

The Hospital agrees to promptly rectify errors in deducting dues or remittance of aggregate dues upon presentation of written documentation of the error. The Union agrees to promptly refund any amounts remitted in error, upon presentation of written documentation of the error.

1.06 SEIU Local 722 Committee on Political Education ("COPE") Checkoff

(a) Upon written authorization from the employee on a form agreed to by the Hospital and 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 the employee. Employee decisions regarding whether to authorize COPE deductions shall be completely voluntary and the authorization forms shall state that the decision to contribute is voluntary.

(b) The Hospital shall make a good faith effort to deduct voluntary COPE deductions on the first payday of each month. In the event the Hospital is unable to make the deduction, the Hospital shall notify the affected employees and the Union within five (5) working days of the first payday that the COPE deduction shall be made on the second payday of the month. The first COPE check-off from an employee's pay shall be made on the first day of the month following receipt by the Hospital of the check-off authorization, provided the Hospital receives such authorization no later than fifteen (15) days prior to payday. Such deductions shall be remitted to the Union within ten (10) calendar days after the payday on which the deductions are made. The Hospital shall furnish the Union with a record of each such deduction, showing the amount

thereof, the employee from whose wages such deduction was made, and the department and job classification of said employee.

(c) The Hospital agrees to promptly rectify errors in deducting COPE deductions upon presentation of written documentation of the error. The Union agrees to promptly refund any amounts remitted in error, upon presentation of written documentation of the error.

1.07 Check-Off Waiver

The Hospital shall be relieved from making check-off deductions upon an employee's (a) termination of employment; (b) transfer to a job outside the bargaining unit; (c) an authorized leave of absence; or (d) otherwise in accordance with applicable law.

1.08 Indemnification

The Hospital shall assume no liability, financial or otherwise, in connection with or arising out of the provisions of sections 1.05, 1.06 and 1.07. The Union agrees to indemnify and hold harmless the Hospital against any and all claims, demands, suits, awards, attachments or other legal proceedings (including all costs and expenses 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 sections 1.05, 1.06 and 1.07.

1.09 Employee Defined

Whenever the term "employee" is used in this Agreement it shall refer to an employee covered by this Agreement as set forth in section 1.02. Whenever the term "full-time employee" is used it shall refer to an "employee" who is regularly scheduled to work forty (40) or more hours per workweek. Whenever the term "part-time employee" is used it shall refer to an "employee" who is regularly scheduled to work twenty (20) or more hours per workweek, but

less than forty (40) or more hours per workweek.

1.10 Maintenance of Membership

(a) All employees who are members of the Union on the effective date of this Agreement, or voluntarily join hereafter, shall maintain their membership, or satisfy the financial obligations set by the Union, as a condition of continued employment. All employees covered by this Agreement who are not members of the Union and choose not to become members of the Union shall, as a condition of continued employment, pay to the Union an agency fee as established by the Union.

(b) All employees hired on or after the effective date of this Agreement shall, within thirty-one (31) days after employment, become and remain members or become agency-fee payers as a condition of continued employment for the duration of this Agreement.

(c) Upon notice from the Union, employees who fail to pay such dues or agency fees shall be given thirty (30) days' notice of termination by the Hospital. If any employee, within the thirty (30) day period, fails to tender the required dues or fees, and the Hospital is so informed, the employee's employment will be terminated by the Hospital.

(d) Employees who are members of a bona fide religion that has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union. Instead, they shall be required to pay to the Union an equivalent sum which the Union shall donate to non-religious charitable institutions exempt from taxation under Section 501(c) of the Internal Revenue Code. Further, such an employee who requests the Union to use the grievance and arbitration procedures contained in Article XII of this agreement on his or her behalf, the Union is authorized to charge the

employee the reasonable cost thereof consistent with applicable law to charge an employee for the use of the grievance 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.

1.11 Employee Roster

The Hospital agrees to provide to the Union every month a list containing the name of each employee in the bargaining unit, with his job title, date of hire, department and address and, upon written request, copies of written rules and regulations promulgated under 2.01 of this Agreement. The Hospital shall provide the Union with an up-to-date list of department heads on a quarterly basis.

1.12 Temporary Employee

(a) A temporary employee is one who is hired on a temporary basis for not more than one hundred fifty (150) consecutive days, except that such period may be extended when the temporary employee is replacing an employee on an authorized leave of absence, provided that written notification of the extension and the name of the employee that the temporary employee is replacing and the employee's position are given to the Union. A temporary employee subsequently hired into a permanent position in which they have previously served one hundred fifty (150) days or more, shall not be required to complete a probationary period; provided the hire is into the same job classification.

(b) A temporary employee may be retained through a temporary staffing agency or directly by the Hospital. Where the Hospital utilizes five (5) or more temporary employees in a single bargaining unit classification within a department, the Hospital will provide the Union with notice within three (3) working days of such utilization. Such notice shall include the job

classification, department, shift, and duration of the temporary assignment. Where the Hospital subcontracts work (instead of using temporary employees), the Hospital will utilize the notice provisions and follow the process specified in Section 2.02 of the Agreement.

1.13 Non-Discrimination

Neither the Hospital nor the Union shall discriminate against or in favor of any employee on any basis precluded or prohibited by law. (Whenever the masculine gender is used in this Agreement, it shall include the feminine.) The Hospital shall make reasonable accommodation for disabled employees.

The Hospital reaffirms its intention to continue to comply with all applicable employment discrimination laws, and to that end, the parties agree that, notwithstanding any other provision of this Agreement, the Hospital in its discretion may take any reasonable actions it deems appropriate to satisfy the requirements of the Americans with Disabilities Act, as well as the requirements of all other applicable District of Columbia and Federal employment discrimination laws, subject to notification and consultation with the Union.

1.14 Inability to Perform Job Duties

The Hospital shall have the right to promote, transfer, demote, or discharge an employee who is physically unable to perform the duties of the position he occupies; provided however, such an employee shall not be discharged for inability to perform the duties of the employee's position unless the Hospital has first attempted to reasonably accommodate the employee as required by the Americans with Disabilities Act or other applicable law and the employee has exhausted any leave of absence to which the employee is entitled pursuant to Article 6 of this Agreement.

ARTICLE II: MANAGEMENT RIGHTS

2.01 Hospital Rights

(a) All management rights, functions and responsibilities which are not specifically restricted or limited by a specific provision of this Agreement are retained and remain vested exclusively in the Hospital. The Hospital shall have the right and responsibility in its sole discretion to generally manage the Hospital to attain and maintain full operating efficiency and optimum patient care without regard to any past practice or condition. Without limiting in any way the generality of the foregoing but merely by way of illustration, the Hospital shall have the right to hire and determine qualifications for new employees; the right to determine staffing for any unit or department; the right to schedule employees; the right to organize, reorganize, combine or discontinue units or departments, or to transfer or subcontract all or any portion of the work now or hereafter done by employees; the right to combine, add to or abolish jobs; and the right to promulgate rules and regulations applicable to employees. The Hospital shall also have the right to establish new jobs and assign pay grades thereto consistent with established pay grades and the right to create, modify, revise or issue new performance evaluation forms and/or similar documents used to rate employees performance; provided, however, that the Hospital will not establish new jobs and assign pay grades thereto or create, modify, revise, or issue new performance evaluation forms and/or similar documents without first obtaining the views of the Union.

(b) Limitation on Grievances

The exercise by the Hospital of the rights reserved by this Article shall not be subject to the grievance and arbitration provisions of this Agreement except when the Hospital's action is

contrary to a specific provision of the Agreement.

2.02 Subcontracting

The Hospital recognizes the Union's desire to perform all work covered under this Agreement and will make sincere efforts toward maintaining bargaining unit work. Without in any way restricting the Hospital's rights set forth in section 2.01, including the right to subcontract, or subjecting the exercise of any of those rights to the provisions of Article XII, when the Hospital contemplates or plans on using outside contractors to perform work traditionally performed by bargaining unit members, the Hospital shall notify the Union of these plans at least sixty (60) days prior to implementation of the subcontracting. Upon request, the Hospital shall meet with the appropriate Union representatives and provide a clear description of all the work that the Hospital is considering subcontracting, including its rationales for subcontracting the work. The Union will be given fifteen (15) days from the date on which the Hospital notified the Union of its plan to subcontract to propose alternatives for continued use of bargaining unit members. If the Hospital determines that it is unwilling to adopt any alternative(s) proposed by the Union, the Hospital retains the right to subcontract the work. 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

3.01 Disciplinary Action

The Hospital shall have the right to discharge, suspend, or otherwise discipline any employee for just cause. All such discipline will be administered within fifteen (15) working days of the employer becoming aware of the conduct upon which the discipline is based. When

the Hospital needs more time in order to complete a full and thorough investigation, it will so notify the Union; such extension will be subject to the Union's agreement, which will not be unreasonably withheld. If discipline was not administered within fifteen (15) days of the employer becoming aware of the conduct upon which the discipline is based, or any longer extension period agreed-upon by the parties, the Hospital cannot base discipline upon such conduct except for gross misconduct, in which case discipline may be imposed if the delay was not unreasonable. The Hospital recognizes the right of an employee, at the employee's request, to have a Shop Steward present at any time when he is being questioned in connection with any investigation which may result in disciplinary action.

If an employee is disciplined or discharged he shall be given written notification of that fact at the time of imposition. In the event of the discharge of an employee, the Hospital shall also provide the employee with written notification of the reason therefore as soon as possible, but in any event within forty-eight (48) hours of the discharge; provided, however, the Hospital shall not be precluded from defending the discharge based on a reason other than the one(s) set forth in the termination letter, as long as the Hospital notifies the Union of the additional/new reason and provides the Union with relevant evidence relating thereto at least twenty (20) days prior to the scheduled date of the arbitration hearing. Terminated employees shall receive all outstanding pay within five (5) working days of receipt of their written notification of termination. The record of any offense not punished by termination which is contained in Hospital personnel files shall not be considered as active discipline beyond twenty-four (24) calendar months after the incident's occurrence. At the employee's written request, any offense not punished by termination which is contained in the personnel file shall be removed if older

than twenty-four (24) calendar months after the incident's occurrence; provided, however, that materials removed from an employee's personnel file pursuant to this section may be introduced at any arbitration or other legal proceeding pursuant to this Agreement if the employee relies on his performance or record during the period prior to twenty-four (24) calendar months before the conduct at issue in the arbitration or other legal proceeding.

3.02 Progressive Discipline

The Hospital recognizes the principle of progressive discipline and will utilize it when appropriate; provided, however, this principle shall not restrict the Hospital, in its discretion, in determining the appropriate level and nature of discipline based on the facts of each case and the Hospital may start at any level of discipline, or may skip or repeat disciplinary steps, depending on the nature and circumstances of the conduct involved. In cases which do not constitute gross misconduct, such progressive discipline generally will include:

First offense: first written notice

Second offense: second written notice

Third offense: Suspension

Fourth offense: termination

3.03 Right to Grieve

Any complaint by an employee or the Union relative to any disciplinary action shall be subject to the grievance procedure of Article XII. No first written notice shall be valid for more than twelve (12) months from the date of occurrence, and such first written notices shall be removed from the employee's file, unless followed by any subsequent discipline more serious than a first written notice within the twelve (12) month period.

3.04 Privacy of Discipline

The Hospital in imposing discipline will make every reasonable effort to do so in a manner that does not embarrass an employee.

3.05 Impact of Discipline on Transfer or Promotion

An employee who has active discipline shall not be eligible for a transfer or promotion for a period of twelve (12) months from the date of the discipline.

3.06 Leave Abuse

Each employee shall have a twelve (12) month "Attendance Period." The "Attendance Period" shall commence the first time the employee does not report to work as scheduled or the first time the employee reports to work late after July 7, 2010, and every twelve (12) months thereafter.

Once an employee has not reported to work as scheduled five (5) times within the employee's twelve (12) month Attendance Period, the employee is subject to discipline. Any additional failure to report to work as scheduled may subject the employee to termination.

Once an employee has reported to work late (*i.e.*, not appropriately dressed and at the employee's work station within the recognized grace period of six (6) minutes) five (5) times within the employee's twelve (12) month Attendance Period, the employee is subject to discipline. Any additional tardiness may subject the employee to termination.

If an employee receives a suspension due to failure to report to work as scheduled or reporting to work late during any Attendance Period, the suspension will carry-over into, and remain in effect, during the following Attendance Period.

The foregoing shall not restrict the Hospital, in its discretion, in determining the

appropriate level and nature of discipline based on the facts of each case and the Hospital may start at any level of discipline, or may skip or repeat disciplinary steps, depending on the nature and circumstances of the conduct involved.

Employees who leave before the end of their shift after their manager or supervisor has instructed them not to leave will be considered insubordinate and subject to immediate termination.

A No Call/No Show shall subject an employee to an immediate two (2) day suspension. A second No Call/No Show shall subject an employee to immediate termination.

Absence due to statutorily protected leave, Bereavement Leave, Military Obligation, Jury Duty, and other circumstances including hospital confinement and work incurred injury will not be recorded as leave abuse for purposes of corrective action.

Consistent with Hospital policy, all terminations should be reviewed in advance by Human Resources. This review shall include a review of all the facts and circumstances of the particular employee's record.

3.07 Make up of Failures to Report to Work

An employee shall not be required to make up any day on which the employee failed to report to work as scheduled if the Hospital also counts such a failure to report to work toward discipline. If an employee is required to make up a day on which the employee failed to report to work as scheduled, the make-up day shall be scheduled to occur within thirty (30) days from the date of the employee's failure to report to work; provided, however, that an employee will not be required to make up a day on which the employee's failure to report to work was statutorily protected leave.

ARTICLE IV: HOURS AND WAGES

4.01 Workweek

The normal workweek shall consist of forty (40) hours, exclusive of meal periods. Nothing in this Agreement, however, shall be construed as a guarantee by the Hospital of hours worked for any period. Employees shall report properly dressed and ready for work at their job location and quit work at their job location at the time designated by the Hospital at the beginning and end of their workday, unless otherwise expressly directed by the Hospital. There shall be at least one thirty (30) minute unpaid meal period in any workday equal to or greater than four (4) paid hours; this meal period shall not be counted as time worked. No change in the workweek or work schedule of more than twenty-five (25) percent of the employees in any classification shall be made without obtaining the views of the Union thereon.

Absent unusual circumstances, the employer shall have the right, upon at least thirty (30) days written notice to the Union, and after offering to the Union the opportunity to meet on this subject, to change the workday and workweek accordingly.

Work schedules shall be posted and made available at least two (2) weeks in advance. Overtime will be assigned in accordance with section 4.05 only after posting of the schedule. Any change in such schedules will require the Hospital to provide as much advance notice to the affected employees as may be practicable.

4.02 Weekends

(a) Excluding those employees who are scheduled to work solely on weekends, when circumstances permit, and when patient care will not be adversely affected, the Hospital will make every reasonable effort to avoid scheduling employees to work on consecutive weekends.

For purposes of determining whether an employee has been off for a "weekend," it shall be defined as "Friday and Saturday," "Saturday and Sunday," or "Sunday and Monday."

(b) The parties agree to create a joint Weekend Scheduling Advisory Committee to discuss and develop mutually agreeable solutions to issues and concerns related to weekend scheduling. The Committee will meet monthly and will be composed of three (3) union representatives and three (3) Hospital representatives.

4.03 Rest Period

Each employee shall be entitled to two fifteen (15) minute rest periods during the regularly scheduled eight (8) hour shift (one such break if scheduled for less than eight (8) hours). The Hospital shall have the sole right in its discretion to schedule rest periods, including the right to schedule one such break contiguous to a thirty (30) minute meal period. An employee shall be paid (at his regular rate) for missed rest periods only when a rest period cannot be given to an employee because it would interfere with optimum patient care or efficient hospital operations. Rest periods may not be aggregated or accumulated, even if missed.

4.04 Wages

(a) (1) Effective for the period July 1, 2013 through June 30, 2014, each employee in job classifications listed in Appendix A who is below the maximum for his job grade as designated in Appendix A will receive an increase equal to two percent (2.0%) of his regular rate or an amount equal to the difference between his existing regular rate and the maximum for his position, whichever is less, effective as of the first full pay period following his salary review date. Each full-time employee in job classifications listed in Appendix A whose regular rate is at or above the maximum for his job grade, as designated in Appendix A, will receive a lump-sum

payment of five hundred dollars (\$500.00), minus applicable withholdings and deductions, payable the first full pay period after December 1, 2013. Each part-time eligible employee in job classifications listed in Appendix A whose regular rate is at or above the maximum for his job grade, as designated in Appendix A, will receive a lump sum payment of two hundred fifty dollars (\$250.00), minus applicable withholdings and deductions, in the first full pay period after December 1, 2013.

(2) Effective for the period July 1, 2014 through June 30, 2015, each employee in job classifications listed in Appendix A who is below the maximum for his job grade as designated in Appendix A will receive an increase equal to two percent (2.0%) of his regular rate or an amount equal to the difference between his existing regular rate and the maximum for his position, whichever is less, effective as of the first full pay period following his salary review date.

(3) Effective for the period July 1, 2015 through June 30, 2016, each employee in job classifications listed in Appendix B who is below the maximum for his job grade as designated in Appendix B will receive an increase equal to two percent (2.0%) of his regular rate or an amount equal to the difference between his existing regular rate and the maximum for his position, whichever is less, effective as of the first full pay period following his salary review date.

(b) The pay grade assigned to each job classification in the bargaining units and the minimum and maximum regular rates for each pay grade are set forth in Appendices A and B, attached hereto. The range minimums and the range maximums in Appendix A shall be increased two percent (2%), effective July 1, 2015 and shall be set forth in Appendix B.

(c) If an employee is promoted to a higher graded position, he shall receive a wage increase of at least four percent (4.0%) of his regular rate or an amount necessary to reach the grade maximum for the new position, whichever is less, effective as of the first full pay period following his transfer or promotion to the new position.

4.05 Overtime

Time and one-half (1.5 or 1 ½) the regular rate shall be paid for all hours actually worked in excess of forty (40) hours in a workweek. Hours for which compensation is paid under any provision of this Agreement, but which are not worked, shall not be counted in determining eligibility for overtime. All employees may be required to work overtime; however, the Hospital will make reasonable efforts to accommodate the preferences of employees, and to assign overtime on an equitable basis, subject to the requirements of optimum patient care and, where feasible, the Hospital will provide at least one (1) hours' notice of mandatory overtime. In order to accommodate employee preferences, the Hospital shall request employees to volunteer for overtime assignments. In the event more than one qualified employee in a unit volunteers, then the assignment shall be made on the basis of seniority. In the event there is no volunteer in a unit, the Hospital shall make the assignment in accordance with the following procedure:

- (a) An inverse seniority roster shall be maintained and posted on each unit.
- (b) Assignment of overtime in a unit shall be made in order from the roster; provided, however, that an employee may be excused by the Hospital for compelling personal reasons.
- (c) After an employee has worked an assignment from the roster, his name shall be moved to the bottom of the roster. Failure or refusal of an employee to work overtime when assigned by the Hospital shall subject the employee to discipline.

(d) In the event that an employee has requested and has had approved in advance a day off and the Hospital has mandatory overtime during the same workweek, the Hospital shall not require the employee to work over his regularly scheduled hours, to the extent feasible. The Hospital agrees, to the extent feasible, not to require the employees to work seven consecutive days.

4.06 Shift Differential

(a) An employee shall receive a shift differential on hours worked as follows:

- (1) 10% of the employee's regular rate on hours worked on the following shifts:
 - (i) Evening shift, Monday through Friday, provided that at least three hours of the shift must be worked between 3:00 p.m. and 11:30 p.m.;
 - (ii) Night shift, Monday through Friday, provided that at least three hours of the shift must be worked between 11:00 p.m. and 7:30 a.m.;
 - (iii) Weekend day shift, Saturday and Sunday, provided at least three hours of the shift must be worked between 7:00 a.m. and 3:30 p.m.
- (2) 15% of the employee's regular rate on hours worked on the following shifts:
 - (i) Weekend evening shift, Saturday and Sunday, provided at least three hours of the shift must be worked between 3:00 p.m. and 11:30 p.m.

- (ii) Weekend night shift, Saturday and Sunday, provided at least three hours of the shift must be worked between 11:00 p.m. and 7:30 a.m.

- (b) Shift differential rates do not apply to on-call or stand-by hours or paid time off.

4.07 On-Call Pay

Any employee who is formally scheduled to be “on call” between regularly assigned shifts shall be paid a minimum of 25% of their regular rate for scheduled “on call” hours.

4.08 Call Back Pay

Any employee who has finished his regular shift, and has departed the Hospital’s premises, who is called back to work before his next regularly scheduled shift, other than an employee in standby or “on call” status, shall be paid for at least four (4) hours, whether worked or not.

4.09 Pay Practices

The Hospital agrees to continue the present biweekly pay system, and will make every reasonable effort to distribute pay checks to employees on the evening and night shifts on the day prior to the normal payday in accordance with present practice; provided, however, the Hospital has the right, consistent with applicable law, to eliminate paper paychecks and instead to pay employees by direct deposit or by debit card. Should the Hospital eliminate paper paychecks and instead pay employees by direct deposit or debit card, employees shall not incur a fee for the initial withdrawal of funds each pay period from the financial institution that issued the debit card, either at a branch or through the use of an ATM of the issuing financial institution. When there is a mistake in a paycheck or direct deposit/debit card payment that results in an

underpayment, the Hospital shall correct it as promptly as possible consistent with operating requirements and procedures.

4.10 Severance Pay

(a) In the event an employee with more than twelve (12) months' Hospital seniority is terminated for any reason, other than as a result of discipline for just cause, a voluntary resignation, a reduction in force, or retirement, he shall be entitled to thirty (30) days' notice or in lieu thereof two (2) weeks' pay at his regular rate.

(b) In the event an employee is terminated as a result of a reduction in force, he shall be entitled to severance benefits as follows:

- (i) Part-time eligible employees with less than two years of service: 40 hours at the employee's regular rate;
- (ii) Part-time eligible employees with two or more but less than five years of service: 120 hours at the employee's regular rate;
- (iii) Part-time eligible employees with five or more years of service: 160 hours at the employee's regular rate;
- (iv) Permanent full-time employees with less than two years of service: 80 hours at the employee's regular rate;
- (v) Permanent full-time employees with two or more but less than five years of service: 160 hours at the employee's regular rate;
- (vi) Permanent full-time employees with five or more but less than 10 years of service: 200 hours at the employee's regular rate;
- (vii) Permanent full-time employees with 10 or more but less than 20 years of

service: 280 hours at the employee's regular rate;

- (viii) Permanent full-time employees with 20 or more years of service: 320 hours at the employee's regular rate.

These severance benefits are calculated using the employee's regular rate, which do not include any differentials, overtime, on-call, or other premium pay the employee would have typically received if working the employee's regularly scheduled shifts.

4.11 Pyramiding

There shall be no duplication or pyramiding in the computation or payment of overtime or other forms of premiums, and nothing in this Agreement shall be construed to require payment of overtime or other premium pay more than once for hours worked. If more than one provision of this Agreement shall be applicable to any time worked by an employee, he shall be paid for such time according to the highest applicable rate specified in any such provision, but he shall not be entitled to additional pay for such time under any other provision.

4.12 Rate of Pay for Hours Not Worked

Any payment to an employee for hours not worked, other than stand-by or "on call" pay, shall be computed and paid at the employee's regular rate as defined in section 4.12.

ARTICLE V: PAID LEAVE

5.01 Paid Leave

All pay to an employee for paid leave (any pay for hours not worked as required by any provision of the Agreement) shall be computed at his regular rate, and shall be subject to the applicable eligibility requirements of the Hospital.

5.02 Bereavement Leave

Any new employee who has successfully completed his probationary period shall be entitled up to a maximum of three (3) days of paid leave (twenty-four (24) working hours for full-time employees and twelve (12) working hours for part-time employees) in the event of a death in his immediate family. Such leave must be taken during the period between the date of death and the day following the burial, both inclusive, and the employee may be required to offer valid proof of death and relationship to the deceased. Such leave must be requested in advance whenever possible and in any event no later than the pay period succeeding the pay period in which the leave is taken. The term "immediate family" shall mean the employee's spouse, child, parent, brother, sister, legal guardian, grandparents, or his spouse's parents. Reasonable requests for use of vacation leave or leave of absence without pay for additional days of funeral leave may be granted by the Hospital, provided such leave does not interfere with or adversely affect the Hospital's operation.

5.03 Annual Military Leave

An employee with more than six (6) months' Hospital seniority who serves on annual active duty military training in the Armed Forces of the United States shall be paid the difference between his military pay and his regular rate for the training period, but in no event for a period exceeding two (2) weeks per year. To be eligible for such paid leave, an employee must present his military orders and verification of his military pay to the Hospital.

5.04 Jury Duty

An employee who is required to serve on jury duty shall be compensated by the Hospital in the amount of the difference between his regular rate for regularly scheduled workdays lost and the amount received for jury duty. In order to receive such payment, an employee must give

prior notice to the Hospital and furnish it a certificate of service, signed by an appropriate official of the court, and valid proof of the amount of money received for such jury duty. An employee is required to report for work on a regularly scheduled workday if he is not required for jury duty on a particular day or if he is dismissed early enough to work his regular shift; provided, that an evening or night shift employee shall not be required to work if he has served as a juror on that day.

5.05 In-Service Training and Educational Assistance

(a) An employee required by the Hospital to attend an inservice program or conference, whether at the Hospital or elsewhere, shall be paid for all hours of such attendance; provided, however, that an employee shall not be paid if such attendance is voluntary. The Hospital agrees to continue to post announcements of such programs.

(b) All permanent full-time or part-time eligible employees who have successfully completed twelve (12) months of continuous employment are eligible, upon approval by the Hospital, to receive educational assistance for formal education or training courses.

- (i) The Hospital at its sole discretion may pay a maximum of \$1,800.00 per year per employee of the tuition costs of formal education and training courses for permanent full-time employees. Part-time eligible employees may receive up to a maximum of \$900.00 of such costs.
- (ii) All such formal education or training courses must be demonstrably related to health care subjects and reasonably related to career objectives in the health care field. Questions employees have regarding the processing of applications for payment under this section may be directed

to the Director of the Department of Human Resources of the Hospital.

- (iii) Consistent with the applicable scheduling procedures, Departments will make reasonable efforts to provide employees covered by this Agreement the same opportunity to adjust work schedules as provided to other Departmental employees for the purpose of attending formal education or training courses. If an employee covered by this Agreement is denied a schedule change in order to utilize the benefit specified in this subsection, said employee shall receive in writing the reason for the denial.

(c) Professional Development - The Hospital recognizes the credentialing of bargaining unit employees with licenses, certifications and registrations as an important step in their professional development. Bargaining unit employees may use annual leave in order to take exams, courses and certifications which are related to their employment at the Hospital or which will qualify them for advancement or enhance their skills in the acute care hospital setting. The Hospital shall reimburse the costs associated with attending national, regional and local conferences, up to a maximum of five hundred dollars (\$500), for no less than twenty (20) bargaining unit employees per contract year from job classifications where licensure, certification and /or registration is a requirement of employment.

(d) Joint Committee on Training and Education. It shall be the policy of the parties to assist employees to realize their full job potential and to create circumstances whereby employees 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 employees to upgrade their jobs and levels 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. Additionally, one of the responsibilities of the Committee shall be to discuss new technological developments and methods by which employees 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.

5.06 Voting Leave

An employee shall be entitled to a maximum of two (2) hours of leave with pay to vote in a national, state or District of Columbia election, in the event that if he were not given such leave he would be unable to vote. Prior approval for such leave must be obtained from an employee's Department Head.

ARTICLE VI: LEAVE OF ABSENCE

6.01 Leave of Absence

A leave of absence is an excused, but unpaid period of absence from work which is granted by the Hospital for full-time and part-time eligible employees. The Hospital and the Union agree that the provisions of this Article shall be administered in accordance with the Federal Family and Medical Leave Act of 1993 (FMLA) and the District of Columbia Family and Medical Leave Act of 1990 (DC FMLA) as follows:

(a) **Medical Leave**

- (i) An employee "with a serious health condition" (as defined by the FMLA and the DC FMLA) shall be entitled to unpaid Medical Leave, provided he

or she has worked one thousand (1,000) hours for DC FMLA leave (or 1,250 hours for FMLA leave) during the twelve (12) month period preceding the leave and completed at least twelve (12) months of employment, and timely submits a completed Certification of Health Provider form to the employee's supervisor, or to Occupational Health. Accrued vacation and sick leave may be requested and utilized during a Medical Leave. Eligible employees are entitled to Medical Leave for up to a maximum of 12 work weeks in a rolling 12 month period (less any Family Leave and Qualifying Exigency Leave taken during the same period) under the FMLA, or 16 work weeks in a 24 month rolling period under the DC FMLA, whichever is greater. When an employee's leave qualifies under both the FMLA and the DC FMLA, the leave will run concurrently under both laws.

- (ii) The Hospital will guarantee a position to an employee on Medical Leave (to the same extent as if the employee had continued working instead of taking Medical Leave) and will continue to provide health insurance pursuant to Section 10.01 of this Agreement for the duration of leave covered by the FMLA or the DC FMLA. Upon return from Medical Leave, employees will generally be restored to the same or an equivalent position with equivalent benefits, pay and other terms and conditions of employment. If, during Medical Leave, a layoff or other event occurs that would have changed, or even eliminated, the employee's job had he or she

not taken leave, the returning employee will have no greater rights than if he or she had been continuously employed during the Medical Leave. An employee returning from Medical Leave must provide a fitness for duty certification prior to returning to work. Medical Leave may be taken intermittently when medically necessary.

- (iii) An employee on FMLA and/or DC FMLA covered Medical Leave who is unable to return to the employee's position after the expiration of the Medical Leave shall be eligible for up to an additional ten (10) consecutive work weeks of unpaid personal leave or a consecutive period of absence for the duration of any unused sick leave the employee has remaining at the expiration of the employee's Medical Leave, whichever is longer (hereafter the "Inactive Period"). During the Inactive Period, the Hospital may proceed to fill the employee's position but the employee will remain in an inactive status. If the employee is able to return to work during the Inactive Period, the employee may return to the employee's former position if it is available or be offered a comparable position for which the employee qualifies if such position is available. If the employee is unable to return to work within the Inactive Period or the employee seeks to return to work during the Inactive Period and neither the employee's former position nor a comparable position for which the employee qualifies is available, the employee's employment will be terminated. An employee returning from leave must provide at least five

(5) days' notice and a fitness for duty certification and must obtain clearance to return to work from Occupational Health prior to returning to work.

- (iv) The Service Director/Departmental Chairperson may continue to hold an employee's position beyond the required time limits. Illnesses requiring less than the above-stated Medical Leave shall be handled in accordance with Article VIII of this Agreement.

(b) Family Leave

An employee shall be entitled to unpaid Family Leave for the birth of an employee's child, or the placement of a child with an employee through adoption or foster care, the placement of a child with an employee for whom the employee permanently assumes and discharges parental responsibility, or to care for an employee's "family member" (as defined by the FMLA and the DC FMLA) with a "serious health condition" (as defined by the FMLA and the DC FMLA), provided the employee has worked one thousand (1,000) hours for DC FMLA leave (or 1,250 hours for FMLA leave) during the twelve (12) month period preceding the leave and completed at least twelve (12) months of employment. Accumulated vacation leave may be utilized during the Family Leave. Eligible employees are entitled to Family Leave for up to a maximum of twelve (12) work weeks in a rolling twelve (12) month period (less any Medical Leave and Qualifying Exigency Leave taken during the same period) under the FMLA or 16 work weeks in a 24 month rolling period under the DC FMLA, whichever is greater. When an employee's leave qualifies under both the FMLA and the DC FMLA, the leave will run concurrently under both laws. The Hospital will guarantee a position to an employee on Family

Leave for the duration of leave covered by the FMLA or the DC FMLA to the same extent as if the employee had continued working instead of taking Family Leave. Upon return from Family Leave, employees will generally be restored to the same or an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. If, during Family Leave, a layoff or other event occurs that would have changed, or even eliminated, the employee's job had he or she not taken leave, the returning employee will have no greater rights than if he or she had been continuously employed during the Family Leave. Family Leave eligibility for the purposes of childcare expires twelve months after the birth of the child or placement of the child with the employee. In the case of a seriously ill family member, the leave may be taken intermittently when medically necessary. Employees seeking leave to care for a family member with a serious health condition must timely provide a completed Certification of Health Care Provider form to their supervisor and the Department of Human Resources.

(c) **Qualifying Exigency Leave and Leave to Care for a Covered Servicemember**

The Hospital will provide Qualifying Exigency Leave and Leave to Care for a Covered Servicemember as required by, and in accordance with, applicable law.

(d) **Personal Leave of Absence**

Employees who have completed six (6) months of employment may request a leave of absence of up to thirty (30) calendar days for situations not covered by (a), (b), or (c). Such leave may be guaranteed where it will not interfere with or seriously affect scheduling or staffing. The Hospital's denial of a personal leave of absence shall not be grievable under Article XII.

6.02 Military Leave

In addition to annual military leave provided for in section 5.03, an employee on duty with the Armed Forces of the United States shall have the reemployment rights granted by law.

6.03 Official Union Business

Employees elected to any Union position (President, Treasurer, Vice President, Secretary, and Secretary-Treasurer, two (2) members of the Executive Board and members of the Board of Trustees) shall be granted an unpaid 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. No more than three (3) employees may be granted such leave at any one time provided such leave does not interfere with or adversely affect the Hospital's operation.

6.04 Written Request and Documentation

Requests for leave of absence must be made in writing to an employee's Department Head as far in advance as possible, and normally at least two (2) weeks in advance. Such requests must state the requested starting date, expiration date and the justification for the leave. Employees may be required to submit certifications or other documentation in support of the need for leave, and may be required to submit updates on their status and intent to return and updated certifications or documentation during their leaves, consistent with applicable law(s).

6.05 Return to Work

An employee on an approved leave of absence must give his Department Head five (5) days' advance notice prior to returning to work, even though the leave had a specified expiration date. Upon timely return from any approved leave an employee's Department Head will grant the employee the right to return to the job classification and shift occupied prior to the leave. Failure to return from a leave of absence on the scheduled expiration date shall be considered a

voluntary termination.

6.06 Absence of Benefits

While on an unpaid leave of absence an employee shall not accrue any seniority for any purpose, will not accrue or be entitled to any benefits, and may be required to pay premiums to continue medical insurance coverage during the leave, unless otherwise provided by law or this Agreement. An employee on leave of absence shall not forfeit any rights that are accrued at the commencement of the leave, if he returns on the scheduled expiration date.

ARTICLE VII: HOLIDAYS

7.01 Holidays

For all purposes of this Agreement, the following holidays shall be recognized by the Hospital:

New Year's Day	Labor Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Martin Luther King's Birthday	

In order to accommodate the religious preferences of employees or to recognize other special days of importance, an employee may substitute any other three (3) days for any of the foregoing holidays by notifying the Hospital no less than ninety (90) days in advance of the date the employee wishes to use the substituted holiday.

In the event a holiday falls on a Saturday, it shall be observed on the previous Friday; and if it falls on a Sunday, it shall be observed on the following Monday.

A holiday is defined as 11:00 p.m. the night before the actual or observed holiday

through 11:00 p.m. on the night of the actual or observed holiday.

7.02 Personal Day

An employee with three or more years of continuous Hospital service shall also be entitled to one personal day (8 hours for regular full-time employees and 4 hours for part-time eligible employees) at the employee's regular rate during each Hospital fiscal year. A personal day must be scheduled in advance with the approval of the employee's Department Head, and will be included in the employee's vacation hours and be subject to the provisions of Article IX of this Agreement.

7.03 Holiday Work

The Hospital retains the right to require an employee to work on a holiday or to take the day off. If an employee is required to work on a holiday, he shall be compensated for all hours worked in accordance with the provisions of this Agreement as if it were not a holiday; and, in addition, he shall have the option to receive holiday pay, or an additional day off with pay, subject to the limitations and requirements of Section 7.04 of this Article. If an employee is scheduled off, he shall be compensated in accordance with and subject to the limitations and requirements of this Article. When circumstances permit, the Hospital will make every reasonable effort to accommodate the preferences of employees who do not desire to work on consecutive holidays.

7.04 Holiday Pay

Holiday pay will be paid according to regularly scheduled hours, when the holiday (as defined under 7.01) occurs. The employee may request the use of a holiday 30 days before or after the observed date. If an employee works on the actual or observed holiday the actual hours

worked are multiplied by 1.5; provided, however, if an employee works on both the actual and observed holiday, only the hours worked on the actual holiday will be multiplied by 1.5.

In order to receive holiday pay, an employee must report for duty on the last scheduled workday before the holiday and the first scheduled workday after the holiday, unless he is on excused absence. Except as otherwise specified in Article 7, all employees 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 employees, and pro-rated in the case of permanent part-time eligible employees, times the employee's regular rate.

ARTICLE VIII: SICK LEAVE

8.01 Sick Leave

Sick leave is defined as an absence of an employee on a scheduled work day by reason of illness or accident, which is not work connected, for which the employee receives pay. Sick leave cannot be taken in increments of less than one-half (1/2) hour. Sick leave will be paid only when an employee is sick on a regularly scheduled day of work. Employees are encouraged to schedule medical and dental appointments outside of working hours, but sick leave may be used for scheduled medical and dental appointments if such leave is requested at least seven (7) days in advance and is approved by the Department Head. Employees who are sick but have exhausted their sick leave may request annual leave or leave of absence subject to the provisions of this Agreement. Sick leave will at all times be provided and administered in accordance with applicable law.

8.02 Sick Leave Accrual

Each employee shall accrue sick leave for each biweekly pay period at the rate of 0.0462

hours for each hour worked or paid for up to a maximum of 80 hours per pay period. Employees who are covered by the D.C. Accrued Safe and Sick Leave Act ("ASSLA") may use up to a maximum of 56 hours (7 days) of sick leave per year pursuant to ASSLA. Such leave shall be administered in accordance with ASSLA. Sick leave may be accumulated up to a maximum of 1040 hours for full-time employees and 520 hours for part-time eligible employees. Sick leave may be used as soon as it is accrued and registered, and registered portions may be carried forward to the next year.

8.03 Sick Leave Eligibility

To be eligible for pay under this Article an employee must notify the designated Hospital personnel as soon as possible prior to the start of his scheduled shift. (The Hospital agrees that it shall not require such notification to be any earlier than two (2) hours prior to the start of a shift.) In addition, to be eligible an employee upon return to work must comply with the requirements of medical clearances set forth in section 13.05. The Hospital also may require proof of illness or accident, including a certification from a physician, when an employee's supervisor believes in his discretion there is a possible abuse of sick leave by an employee. Sick leave may be used by a pregnant employee in accordance with applicable law.

8.04 Sick Leave Incentive

In order to encourage the accumulation of sick leave, the Hospital shall pay a cash amount to each employee who has been employed for an entire calendar year without taking any unpaid leave of absence. For sick leave utilization during calendar 2009 and beyond, the cash amounts shall be as follows:

FULL-TIME EMPLOYEES

No. of Sick Leave Hours used in Year	Cash Amount
0-24	\$200.00
Over 24-32	\$150.00

PART-TIME EMPLOYEES

No. of Sick Leave Hours used in Year	Cash Amount
0-12	\$100.00
Over 12-16	\$75.00

Any payment due under this provision shall be paid at the completion of the first full pay period after January 1 of each year.

ARTICLE IX: VACATION

9.01 Vacation Leave

Each employee shall be entitled to paid vacation to the extent he has accrued and unused vacation leave and pursuant to the terms of Article 9.

9.02 Vacation Leave Accrual

Each employee shall accrue vacation leave at the following rates:

Hospital Tenure (Years)	Hourly Accrual Rate per Hour Worked Or Paid for Up to a Maximum of Eighty (80) Hours
0-5	0.0385
Over 5-10	0.0577
Over 10-15	0.0770
Over 15	0.0962

9.03 Limitation on Accrual of Vacation Leave

An employee shall cease accruing vacation leave whenever his accrued and unused hours of vacation leave equals the applicable maximum in the following schedule:

Hospital Tenure (Years)	Maximum Accrued and Unused Hours of Vacation Leave	
	Full-time	Part-time
0-5	160	80
Over 5-10	240	120
Over 10-15	320	160
Over 15	400	200

9.04 (a) Use of Vacation Leave

Vacation leave must be used in accordance with Hospital policy. Such leave cannot be taken in less than one-half (1/2) hour increments. Illness or disability occurring during vacation may be charged to sick leave if a licensed physician certifies that the employee was ill or disabled to an extent which prevented him/her from working, unless the employee's supervisor determines, in his/her discretion, that sick leave is being abused. In case of any conflict between the provisions of this Agreement and the provisions of the Hospital's policy regarding this Section 9.04, the provisions of this Agreement shall govern.

(b) Vacation Requests

- (i) Employees shall submit to their Department Head their vacation preference request of over four (4) days by December 1; response to the aforementioned vacation preference request shall be returned to the employee by December 31. Employees submitting such requests by this deadline shall be granted the requested time, except that if staffing and patient care requirements do not permit all employees requesting a certain vacation preference to take their vacation over the same time period, seniority shall govern. It is understood that, unless an emergency or severe

operational considerations preclude it, at least one employee in the affected classification in a department shall be granted vacation time of over four (4) days which is requested by December 1.

- (ii) For vacation preference requests of over four (4) days submitted to the Department Head by the December 1 deadline but denied, the employee will be given the opportunity until January 31 to select vacation time from the remaining available dates. If two or more such employees request vacation for the same available dates, and all such requests cannot be accommodated, seniority shall govern.
- (iii) Notwithstanding (i) and (ii) above, for vacation preference requests of over four (4) days which include a holiday, each employee shall have the opportunity to prioritize holiday week requests and such vacation will be scheduled in seniority order; however, no employee shall be scheduled for more than one holiday week until all other employees 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 shall be followed.
- (iv) Requests for four (4) or fewer vacation days shall be submitted to an employee's Department Head at least ten (10) working days in advance. Response to the request for the use of four (4) or fewer vacation days shall be returned to the employee within five (5) working days from the date the request was made. If two or more such employees request vacation for the

same available dates, and all such requests cannot be accommodated, seniority shall govern.

- (v) Requests for more than four (4) days submitted after the applicable deadline shall be submitted to an employee's Department Head not before January 31, and at least ten (10) working days prior to the first day of the requested leave. Response to the request for the use of more than four (4) days' vacation submitted after the applicable deadline shall be returned to the employee within five (5) working days from the date the request was made. Such requests will be approved on a first-in, first-approved basis (subject to staffing and patient care requirements). If two or more such employees request vacation on the same day for the same available dates, and all such requests cannot be accommodated, seniority shall govern. All matters related to vacation selection and scheduling shall not be subject to the grievance and arbitration provisions of this Agreement.

9.05 Termination Adjustment

An employee shall be paid for all accrued and unused vacation leave on termination, except in the event that an employee fails to give the Hospital two (2) weeks advance, written notice of his intention to quit.

9.06 Advanced Vacation Pay

Provided appropriate notice has been given (at least two (2) weeks), vacation pay shall be paid in advance of the payroll day before a vacation starts.

ARTICLE X: BENEFITS

10.01 Health and Welfare

The Hospital, at its expense, shall continue in effect, and at all times subject to the terms and conditions applicable to non-bargaining unit employees, the long term disability insurance.

The Hospital, in its sole discretion, will select and provide to its employees hospitalization and medical insurance. The Hospital shall pay toward the Bear Advantage PPO plan 80% of the premium for individual health insurance coverage for full-time and part-time eligible members of the bargaining unit, provided the employee pays 20% of the premium; for employees who elect individual plus one child/children coverage, the Hospital shall pay 60% of the premium, provided the employee pays 40% of the premium; for employees who elect employee plus spouse or same-sex domestic partner coverage, the Hospital shall pay 60% of the premium, provided the employee pays 40% of the premium; for employees who elect employee plus family coverage, the Hospital shall pay 60% of the premium, provided the employee pays 40% of the premium. For health insurance other than the Bear Advantage PPO, the percentage of the premium paid by the Hospital and the employee may be different from the percentages for the Bear Advantage PPO. The Hospital's obligation to pay premium amounts shall in all cases be limited to the dollar amount it pays towards the premium of its sponsored plan.

10.02 Life Insurance

The Hospital, at its sole expense, shall provide life insurance in the amount equal to two (2) times an employee's annual salary, but not less than \$15,000, to each employee with more than one (1) year Hospital seniority under a group, term life insurance policy, and subject to the terms and conditions of said policy. For transport team paramedics and respiratory care

practitioners with more than one (1) year Hospital seniority, the Hospital will provide, at its expense, a quadruple indemnity life insurance policy, in an amount equal to four (4) times an employee's annual base salary, with a maximum of four hundred thousand dollars (\$400,000.00). This policy will cover the accidental death of any of the aforementioned employees if such death is sustained while performing air or ground vehicle-related transport duties during the course of their employment.

10.03 Workers' Compensation

The Hospital shall continue to comply with the requirements of applicable law concerning coverage for job connected injuries; provided, however, that the Hospital shall grant an employee so injured administrative leave with pay, up to a maximum of three (3) days, for any waiting period prior to the commencement of said coverage. Employees who are absent from work due to a job-related injury and/or illness shall be eligible for the job protection provisions of Article 6.01.

10.04 Tax Sheltered Annuity Program

A full-time bargaining unit employee will be eligible to participate in the tax sheltered annuity program upon hire, but is not eligible for an employer match of employee contributions during the first year of employment.

During the employee's second year of employment, the Hospital will match 50% of the employee's contribution of 1, 3 or 5%. During the employee's third year of employment and thereafter, the Hospital will match 100% of the employee's contributions of 1, 3 or 5%. Upon separation from employment, participants in the tax sheltered annuity program are entitled to 100% of both the Hospital's and their contributions to the fund, consistent with applicable legal

rules.

The Hospital shall schedule (during working hours and with pay at the employee's regular rate) all bargaining unit members (with at least one year of service) to attend a minimum of two (2) 1 hour financial planning seminars each year. In addition to these two seminars, employees with at least twenty (20) years of service shall be scheduled (during working hours and with pay at the employee's regular rate) to attend two (2) 1 hour retirement planning seminars each year. The Hospital in its sole discretion shall select and provide seminar leaders to conduct these seminars. The Union shall designate an employee in the bargaining unit to attend these seminars.

10.05 Miscellaneous

The Hospital shall provide, on the same terms and conditions that it provides to non-bargaining unit employees generally, and subject to any applicable changes, conditions or limitations therein, the following benefits:

(a) Cafeteria discount on employee purchases, subject to the Hospital's right, in its sole discretion, to establish and change the selling price of any item.

(b) Patient discounts of at least fifty percent (50%) for the treatment of employees' children (except for dental and orthodontic services, which will instead receive a discount of twenty percent (20%)), subject to the Hospital's right in its sole discretion to establish and change the charge for any treatment.

(c) Check cashing privileges for employees of the employees' personal checks up to twenty five dollars (\$25.00) per day; provided however, that the Hospital reserves the right to withdraw check cashing privileges for a period of twelve (12) months from any employee who

abuses the privilege by virtue of bounced checks, stop payment orders, and the like. For purposes of this section, abuse will mean two (2) bounced checks, stop payment orders, or the like.

(d) If during the life of the contract, the Hospital offers a self-pay (employee paid) short term disability plan and/or reduces the waiting period for eligibility for the long term disability plan, these changes shall be offered to bargaining unit members.

10.06 Liability for Insurance Coverage

It is expressly agreed and understood that the Hospital does not accept, nor is it to be charged with, any responsibility or liability in any manner for any benefit afforded by this Article pursuant to or under an insurance contract or program, including determination of coverage, qualification for or payment of benefits to or on behalf of an employee, or otherwise, and the Hospital's sole liability shall be limited to making payment to the insurer of any required premium payment.

10.07 Benefit Continuation

Health insurance will be continued while on unpaid leave consistent with the terms of 6.01 and 10.01 of this Agreement.

10.08 Changes to Benefits and Plans

The Hospital may make changes to the benefits specified in this Article, provided that such changes apply to non-bargaining unit employees generally including, effective on or after January 1, 2014, to cease providing health insurance benefits to employees through its own plans and instead provide insurance through either private or public health insurance exchanges created pursuant to the Patient Protection and Affordable Care Act or other applicable law. Should the Hospital cease providing health insurance benefits to employees through its own plans and

instead provide insurance through either private or public health insurance exchanges created pursuant to the Patient Protection and Affordable Care Act or other applicable law, the Hospital shall pay the following toward the health insurance available through the Hospital-selected exchange(s) that is most comparable to the Bear Advantage PPO Plan for full-time and part-time eligible members of the bargaining unit:

(a) 80% of the monthly premium, provided the employee pays 20% of the premium, for individual health insurance coverage;

(b) 60% of the monthly premium, provided the employee pays 40% of the premium, for individual plus one child/children coverage (if available through the selected exchange(s));

(c) 60% of the monthly premium, provided the employee pays 40% of the premium, for employee plus spouse or same-sex domestic partner coverage (if available through the selected exchange(s));

(d) 60% of the monthly premium, provided the employee pays 40% of the premium, for employee plus family coverage (if available through the selected exchange(s)).

If an employee elects an insurance coverage option through the Hospital-selected exchange(s) other than the insurance that is most comparable to the Bear Advantage PPO Plan, the Hospital shall pay the dollar amount for the coverage option the employee selects (*e.g.*, individual, individual plus one child/children) that it would pay for the health insurance through the exchange that is most comparable to the Bear Advantage PPO Plan, and the employee shall pay the remainder of the premium.

The benefits and plans specified in this Article will not be changed (and a plan or benefit will not be eliminated), without at least forty-five (45) days' advance notice to the Union. The

notification shall include (a) the specific change(s); (b) the effective date of the change(s); and (c) confirmation that the change(s) will also apply to non-bargaining unit employees generally. If the Union believes the change(s) will disproportionately impact bargaining unit employees, the Hospital will, upon the Union's request, discuss the issue with the Union within the forty-five (45) day notice period.

10.09 Separation Benefit

The Hospital will offer the following separation benefit to bargaining unit employees who (a) as of November 1, 2013, are at least age 58 and have thirty (30) or more years of service with the Hospital (and any related entity) and (b) voluntarily terminate their employment during the period commencing September 1, 2013 and ending November 1, 2013: full-time employees shall receive a lump sum separation payment in the amount of six thousand dollars (\$6,000), less applicable deductions and withholdings, and regularly scheduled part-time employees shall receive a lump sum separation payment on a pro-rata basis, less applicable deductions and withholdings. Terminating employees who receive the separation benefit shall not be eligible for reemployment with the Hospital (and any related entity), and will not apply for reemployment.

ARTICLE XI: SENIORITY

11.01 Definition of Seniority

"Seniority" is defined as the length of time an employee has been continuously employed by the Hospital in any capacity within the bargaining units.

11.02 Accrual

Seniority shall accrue from the time of the most recent hire of an employee by the Hospital, and shall include any satisfactorily completed probationary period, any paid leave of

absence, or as otherwise required by law.

11.03 Termination

An employee's seniority shall be terminated and any rights under this Agreement forfeited for the following reasons:

- (a) Discharge for just cause, quit, or retirement;
- (b) Failure to return timely from an authorized leave of absence;
- (c) Absence for three (3) consecutive scheduled work days without any notification to the Hospital, unless physically unable to do so;
- (d) As a result of a reduction in force is laid off for a period of twelve (12) months or a period exceeding the length of the employee's seniority, whichever is less; or
- (e) After one year from the date of voluntary resignation, with proper notice and in good standing.

11.04 Application of Seniority

(1) In cases of promotions, reductions in force and recalls the Hospital shall consider the following factors: (a) the qualifications and ability of an employee to perform the work and (b) the seniority of the employee. Where factor (a) is relatively equal, then seniority shall govern. In determining factor (a) the Hospital's determination shall be conclusive, unless the Union demonstrates that it was clearly erroneous. For purposes of this Section, factor (a) shall include discipline the employee received during the twenty-four (24) months prior to the reduction in force where the disciplinary action(s) relates to or negatively reflects upon the employee's ability to perform the duties of his position.

(2) With respect to promotions, whenever a vacancy occurs, the Hospital shall

post the position first within the department having the position vacancy for three (3) working days, and then, if the position remains unfilled, on the Human Resources Department's bulletin boards along with a description of the required duties and qualifications, for at least five (5) working days, and the Hospital shall not otherwise advertise the position or make an appointment thereto during said period. If an employee is not selected for a position for which he has applied, the Hospital will provide such employee within a reasonable period of time with notification that he was not selected and a brief statement of the basis for its decision.

11.05 Superseniority

In the event of a reduction in force, nineteen (19) shop stewards, who have been previously identified in writing by the President of the Union, shall be the last employees separated from their respective job classification, provided they have the qualifications and ability to perform the available work.

11.06 Job Placement

In the event of a reduction in force in a job classification or the abolishment of a job classification, the Hospital will make every reasonable effort to place the employee involved in any existing vacant bargaining unit job for which they are qualified, and, in the event two or more such employees are so qualified, such placement shall be on the basis of seniority.

11.07 Notice of Layoffs and Abolishment of Positions

The Union and Hospital recognize that, in the event of a reduction in force, they have a responsibility to work cooperatively to minimize the adverse impact on affected employees. Should the Hospital determine that it is not possible to avert a reduction in force, the Union and affected employees 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 employees and the impact of the layoff on the remaining bargaining unit personnel.

ARTICLE XII: GRIEVANCE AND ARBITRATION

12.01 Grievance Defined

A grievance shall be defined as any dispute or disagreement between the parties over the interpretation or application of any specific provision of the Agreement which is not specifically exempted from the provisions of this Article.

12.02 Grievance Procedure

An employee grievance, that is, one initiated by an individual employee, shall commence at Step 1 except that a grievance contesting of a termination shall commence at Step II by submission of the grievance in writing signed by the grievant or the Union's authorized representative to the Hospital's designated Human Resources representative within the time deadlines specified below. A Union grievance, that is, one initiated by the Union or a group of similarly affected employees, shall commence at Step II by the submission of the grievance in writing signed by the Union's authorized representative to the Hospital's designated Human Resources representative within fifteen (15) working days after the occurrence of the event giving rise to the grievance. Issues not raised at Step I and II cannot be raised in arbitration. Unless otherwise agreed, the following procedure shall apply:

Whenever a dispute which would commence at Step I arises involving an individual employee, the aggrieved employee may present his concern orally and informally to his immediate supervisor, to the end that the dispute may be resolved amicably, expeditiously, and

informally. If the concern is not resolved at this preliminary informal meeting, then the employee may proceed to Step I. The employee may at his option proceed directly to Step 1 without an informal meeting.

Step I: The aggrieved employee, or an authorized Union representative on behalf of the grievant, shall present the grievance in writing to the person to whom the grievant's immediate supervisor reports (e.g., a manager or Department Head) within fifteen (15) working days after the occurrence of the event giving rise to the grievance. Copies of all written grievances shall be submitted simultaneously to the Hospital's designated Human Resources representative and to the Union. If no response is rendered within five (5) working days after submittal of the grievance in Step I, the grievance shall be deemed denied, Step I concluded and the grievant may proceed to Step II. Within five (5) working days after submittal of the grievance in Step I, either party may request, in writing, a meeting with the other party to discuss the grievance; provided, that if such a meeting is requested and there is no response within ten (10) working days after submittal of the grievance at Step I, the grievance shall be deemed denied, Step I concluded, and the time for appeal to Step II shall begin.

Step II: If a satisfactory settlement is not effected in Step I, the grievant may, within five (5) working days after conclusion of Step I, submit such grievance in writing, signed by the grievant or the Union's authorized representative, to the Hospital's designated Human Resources representative. In accordance with the procedures set forth above, a grievance contesting a discharge, or a Union grievance, shall commence at this Step, and be filed within fifteen (15) working days of the discharge or event giving rise to the grievance. The designated Human Resources representative may render a response within ten (10) working days, and, if a response

is so provided, Step II shall be concluded and the time for a proceeding to Step III shall begin. If no response is rendered by the designated Human Resources representative within ten (10) working days after submittal of the grievance in Step II, the grievance shall be deemed denied, Step II concluded, and the grievant may proceed to Step III. 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, unless the parties otherwise agree.

Step III: If a satisfactory settlement is not effected in Step II, the Union's President, Vice-President or Secretary-Treasurer may refer the grievance to arbitration by giving written notice to the Hospital's designated Human Resources representative within twenty (20) working days of the conclusion of Step II, and at the same time notifying the arbitrator specified in Section 12.04 of this Article of the Union's desire to proceed to arbitration; provided, that if the grievance is contesting a discharge, the period of twenty (20) working days referred to shall be reduced to ten (10) working days.

12.03 Time Limits and Procedural Conditions

For purposes of this Article, working days shall be Monday through Friday, excluding Saturdays, Sundays and holidays. Whenever a party has the right or is required to take some action within a prescribed period after the service of a response or other paper upon him, the period shall begin to run from the date of the postmark upon the notice or other paper if mailed, or from the day of actual service or notice if hand-delivered, e-mailed, or provided in person. Any time limit provided in this Article may in an individual case be extended by a written agreement signed by duly authorized representatives of the parties, but neither party shall be obligated in any way to grant such an extension. All grievances not filed or processed in strict

accordance with the time limits and procedures set forth in this Article shall be deemed abandoned without regard to any excuse therefor, and no arbitration shall be required or had thereon.

12.04 Selection of Arbitrator

The parties agree on a panel of four (4) arbitrators to hear and decide all grievances arising pursuant to this Agreement as follows: Charles Feigenbaum, Herbert Fishgold, Roger P. Kaplan and Joseph M. Sharnoff. The arbitrators shall be assigned in the order listed, starting from the first and proceeding to the last listed. Arbitrators may be added or deleted by the mutual written agreement of the parties, but the panel will never exceed four (4) in number.

12.05 Procedures of Arbitration

(a) The arbitrator shall promptly proceed to hear and determine the grievance. If the grievance is contesting a discharge, the arbitration hearing shall be held within thirty (30) working days from the date the Union referred the grievance to arbitration. If agreed by both the Union and the Hospital, the proceedings shall be recorded verbatim by a qualified court reporter. The expense of arbitration, including the fee and expense of the arbitrator and the cost of a stenographic transcript, shall be shared equally by both parties.

(b) If the grievance is sustained, the Hospital shall pay the arbitrator's fee. If the grievance is denied, the Union shall pay the arbitrator's fee; if the grievance is sustained in part and denied in part, the arbitrator's fee shall be equally shared by both parties.

(c) The arbitrator shall not consider the failure of a patient, visitor or employee witness to appear at a hearing as prejudicial. The term "patient" is defined as those seeking care or treatment at the Hospital or its clinics or emergency rooms, and those seeking admission, as

well as those already admitted.

12.06 Authority of the Arbitrator

The arbitrator shall have the authority to hear and determine any grievance that has been submitted to him in accordance with the time and procedural requirements of this Article. Only one grievance may be heard at one time by the same arbitrator. The arbitrator shall have authority to apply the provisions of this Agreement and to render a decision on any grievance properly coming before him. Awards may or may not be retroactive, depending upon the facts of each case. The arbitrator shall have no authority to amend or modify this Agreement or any provision thereof or to establish any terms or conditions. The arbitrator shall render his decision as expeditiously as possible, but in no event later than thirty (30) working days after the close of the hearing, unless otherwise agreed to; provided that the period of thirty (30) working days shall be reduced to seven (7) working days if the grievance is contesting a discharge. The decision shall be final and conclusive on the Hospital, the Union and the employees and may be enforced in accordance with law.

If either party institutes a court proceeding to vacate an arbitrator's award, and the award is enforced, the party instituting such action shall pay the costs, which are not to include the attorneys' fees, of the other party.

ARTICLE XIII: MISCELLANEOUS

13.01 Bulletin Boards

The Hospital shall make available to the Union four (4) locked bulletin boards (48 x 36) for the posting of official Union notices to be located as follows:

- (a) Room 1920 (Employee's Lounge, 1st Floor).

- (b) 2nd floor hallway between Cafeteria and stairwell entrances.
- (c) Employee lounge in the Warehouse.
- (d) Multi-purpose room on the 2nd floor of the Community Pediatric Healthcare Center/Comp Clinic.

In addition, the Hospital agrees to provide a fifth (5th) locked bulletin board of the same size and type as above, upon request of the Union, in the new East addition, when opened. The actual location of this bulletin board within the East addition will be mutually agreed to by the Hospital and the Union.

All items posted on said bulletin boards will be clearly marked with the date on which they are posted, and all such items will be removed by the Union from the bulletin boards no later than ninety (90) days from the date of posting, unless mutually agreed to in writing in advance of the expiration of the ninety (90) days.

13.02 Union Visitation

(a) Union officials shall have reasonable access to the Hospital in order to administer this Agreement, provided advance notice is given to the designated Human Resources representative of the time, scope and reason for the visit, and provided further that said visit does not interfere with employee's work or patient care.

(b) Union representatives shall be assigned fifteen (15) minutes to address all new bargaining unit employees during the Hospital's regularly scheduled orientation session so that the Union can provide employees hired into the bargaining unit with membership information and explain its role. The Union will provide the Hospital's designated Human Resources representative with an outline of its orientation presentation at least forty-eight (48) hours prior

to the presentation.

13.03 Personnel File

(a) **Disciplinary Notices.** Disciplinary notices shall not be placed in an employee's file without the employee receiving a copy of the notice and having the opportunity to review and make comments on such notices or provide a statement to be attached. However, said right shall not preclude the Hospital from imposing discipline prior to the preparation of any such form/notice.

(b) **Review of Personnel Files.** An employee shall have the right to review his personnel file by notifying the designated Human Resources representative at least two (2) days in advance and shall have the right to have copied any document therein upon reimbursement of the Hospital's costs.

(c) **Performance Evaluations.** In completing employee performance evaluations, evaluators shall consider the employee's work product and conduct over the entire evaluation period. If the evaluator was not in a position to evaluate the employee during the entire evaluation period, the evaluator shall consider the employee's work product and conduct over the period of time during the evaluation period when the evaluator was in a position to evaluate the employee. The evaluator shall also obtain information for the period of time during the evaluation period when the evaluator was not in a position to evaluate the employee. Below satisfactory ratings in any evaluation category shall be supported by prior communications and/or documentation (including discipline) with the employee during the evaluation period.

An employee shall acknowledge the evaluation by signing and dating the evaluation document, either electronically or physically, in accordance with Hospital procedure to indicate

that the evaluation has been reviewed with the employee. An employee who has submitted a self-evaluation within the timetable established by the Hospital prior to receiving the performance evaluation may, within two (2) business days after the evaluator reviews the evaluation with the employee, submit comments regarding the evaluation and/or request a meeting to discuss the evaluation with the evaluator's direct supervisor. This supervisor shall have the authority to change the evaluation or give the employee a written reason why no changes will be made.

All matters relating to employee evaluations shall not be subject to the grievance and arbitration procedures in this Agreement.

13.04 Lockers

The Hospital shall make available and provide lockers to employees, but shall not be responsible for the security thereof. The Hospital, in its sole discretion, shall have the right to determine the location and necessary number of such lockers. The Hospital may inspect any locker without notice provided the employee is present at the time of the inspection, except in cases of emergency, and will reassign employee lockers in accordance with existing Hospital policies.

13.05 Medical Examination

An employee shall be required to take a physical examination at the time of employment and annually thereafter, which examinations shall be performed by the Hospital at its expense. An employee may, at his own expense, satisfy this requirement by using his own physician.

If an employee has been absent from work because of a contagious or infectious illness, or for three (3) or more days for any other type of illness (which period may be shortened by an

employee's Department Head), before returning to work an employee must receive medical clearance from the Employee Health Office.

13.06 Emergency

In the case of an emergency, such as an epidemic or catastrophe, the terms of this Agreement shall not apply to measures deemed necessary for the care and protection of patients, equipment and building, or reasonably necessary to repair and place the same in condition for occupancy. If it becomes necessary to require bargaining unit employees to work beyond their normal shifts, Service Directors will first ask for volunteers in needed classifications. If they do not get enough employees to fulfill operational requirements, extra shift/hours assignments will be made in the inverse order of seniority, to the extent feasible.

13.07 Notice to Employees

Any notice to an employee required by this Agreement shall be deemed sufficient if made personally, or in writing addressed to the employee's address shown on his personnel records. It shall be the responsibility of each employee to keep the Hospital informed of his current address and telephone number.

13.08 Severability

If any term or provision of this Agreement is at any time in conflict with or contrary to any applicable law, then such term or provision shall continue in effect only to the extent permitted by such law, but any such invalidity shall not affect or impair any other term or provision of this Agreement.

13.09 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 on any successor until terminated.

13.10 Entire Agreement

The express provisions of this Agreement for its duration contain the complete and total contract between the Hospital and the Union with respect to rates of pay, wages, hours of work and all other terms and conditions of employment for the employees. It is agreed that this Agreement can only be added to, detracted from, altered, amended, or modified by a writing signed on behalf of the parties hereto by their duly authorized representatives. Both parties agree that they have had full opportunity to negotiate concerning every aspect of rates of pay, wages, hours of work and all other terms and conditions of employment. Any such matters not specifically covered by this Agreement shall remain within the sole right and discretion of the Hospital, and during the term of this Agreement and any extensions thereof the Hospital may not be required to negotiate with respect thereto.

13.11 Health and Safety

- (a) (i) The Hospital is responsible for maintaining a healthful and safe work environment to the extent reasonably possible while providing health care services. To this end, the Hospital will comply with all applicable health and safety regulations, including Federal and District of Columbia laws, Department of Consumer and Regulatory Affairs (DCRA) regulations, OSHA requirements, JCAHO standards, the Hazard Communication Standard (Right-to-Know), and recommendations from the Hospital's Safety Committee.

- (ii) The Hospital will comply with applicable federal and local health and safety laws and requirements. The Hospital's compliance with said laws is not subject to the grievance and arbitration procedures of this Agreement. Provided, however, the Hospital and the Union may waive this exclusion from the grievance and arbitration procedure and agree to process through arbitration a grievance alleging a violation of this section.
- (iii) The Hospital shall have the right to require all employees to undergo vaccinations which in the Hospital's reasonable judgment are necessary for the provision of safe patient care or are required by applicable law or regulation; provided that the Hospital will only require employees to receive influenza vaccinations if they are recommended by the Center for Disease Control and Prevention. The Hospital will provide thirty (30) days' advance notice to the Union of its intent to require vaccinations. An absence that is directly related to a reaction from receiving a mandatory vaccination will not be recorded as leave abuse for purposes of corrective action if the employee provides medical documentation verifying that the absence was directly related to such a reaction.

(b) All protective equipment required by Standard Precautions or other Hospital safety protocols will be provided by the Hospital free of charge to bargaining unit members. The Hospital shall provide bargaining unit members with adequate training on the proper methods and procedures in the use of such protective equipment. While attendance at such training shall be mandatory, the Hospital will make reasonable efforts to provide training on protective

equipment on all shifts.

(c) No bargaining unit members shall be required to use hazardous equipment, devices, or materials for which the bargaining unit member is not adequately trained. Where a dispute arises as to whether the use of particular equipment is hazardous, the Hospital Safety Officer's professional ruling shall prevail.

(d) As required by applicable laws and regulations, the Hospital shall notify bargaining unit members when unsafe or unhealthful working conditions or a situation of imminent danger is determined to exist. Corrective measures will be initiated promptly in accordance with all Federal or District of Columbia regulatory requirements. Such corrective measures will be reviewed by the Hospital's Safety Committee.

(e) The Hospital shall provide training and education on health and safety for all bargaining unit members. Health and safety policies and procedures, especially those policies and procedures for the reporting of hazards and injuries, shall be readily accessible and all bargaining unit members shall be informed promptly of any updates, revisions or modifications.

(f) The Hospital will maintain procedures to be observed by all bargaining unit members for the reporting of a hazard or potential hazard and any injuries which may be sustained as a result of such hazard. The Hospital shall have the right to update or revise its procedures consistent with operational, safety and business needs. Such procedures shall be readily accessible and all Bargaining Unit Members shall be informed promptly of any updates.

13.12 Labor Management Committee

The Hospital and the Union wish to improve communication between Union and Hospital representatives and to study and utilize new and joint approaches to resolving problems. To

further these goals, the designated Human Resources representative of the Hospital or his/her designee shall meet on a quarterly basis with the President of the Union or his/her designee.

13.13 Equal Employment Opportunity

The Hospital and the Union agree to continue existing policies for promoting equal employment opportunity and agree to continue to observe all laws and regulations relating to fair employment practices.

13.14 Job Stewards

Union stewards shall be designated by the Union and shall be recognized as employee representatives. The names of employees selected as stewards and the names of other Union representatives who may represent employees shall be certified, in writing, to the Hospital by the Union. The Union shall ensure that the certification of authorized Union representatives is current at all times. Only those stewards and other Union representatives who have been so certified shall be recognized by the employer as authorized employee representatives.

13.15 Official Communications

Unless otherwise provided by this Agreement, official communications from the Union to the Hospital shall be directed to the Hospital's designated Human Resources representative unless the Hospital designates some other official for this purpose in a writing submitted to the Union, and official communications from the Hospital to the Union shall be directed to one Union official designated by the Union in a writing submitted to the Hospital's designated Human Resources representative.

13.16 Parking

- (a) The Hospital has the right, in its sole discretion, to establish rates, availability,

and other conditions relating to employee parking, and the exercise of this right by the Hospital shall not be subject to the grievance and arbitration procedures of Article XII. Notwithstanding the foregoing, the monthly lease parking rate for employees at 111 Michigan Avenue, N.W., as of June 30, 2013 (\$56.00) will not be increased through December 31, 2014, and will be increased no more than two dollars (\$2.00), effective January 1st of any calendar year thereafter.

- (b) Also notwithstanding the foregoing, however:
 - (i) Any employee with twenty-five (25) or more years' seniority will not be required to pay any increase in the monthly parking rate which was in effect as of June 8, 2006 (that is, \$49.00), and any employee who attains twenty-five (25) years' seniority during the term of this Agreement will not be required to pay more than the rate in effect at the time the employee attains twenty-five (25) years' seniority;
 - (ii) Any employee who is at or above the maximum for the employee's grade on July 1st of any year during the term of this Agreement shall not be required to pay any increase in parking during the subsequent twelve months; and
 - (iii) Any employee with twenty or more years' seniority as of November 1, 2006 and who, as of that date, was provided parking at 111 Michigan Avenue, N.W., shall be allowed to continue parking at 111 Michigan Avenue, N.W., for the duration of this Agreement. A list of the employees covered by this provision is set forth in Appendix D hereto.

13.17 Meeting Rooms

Upon written request by the Union Local President to the designated Hospital representative, the Hospital shall designate a room to be allowed the Union for the conduct of Union business if a room is available and its use will not interfere with patient care or the orderly operation of the Hospital.

13.18 Child Care

If the Hospital makes available child care facilities to its employees 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 employees for use of such facilities.

13.19 Uniforms

(a) Employees who are required to wear uniforms and to maintain and clean the uniforms shall be paid an additional ten cents (\$.10) per hour, up to a maximum of four dollars (\$4.00) per week. "Uniform," for purposes of this section, shall not include scrubs which employees elect to wear while working.

(b) Any employee 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, in the Hospital's reasonable judgment, been contaminated with hazardous or infectious materials will be laundered by the Hospital.

(c) The Union shall be notified at least thirty (30) days in advance when a department which as of July 1, 2006, maintains and cleans uniforms will begin requiring employees to maintain and clean uniforms.

ARTICLE XIV: NO STRIKES OR LOCKOUTS

14.01 No Strikes

For the duration of this Agreement, the Union, its officers, agents, representatives and members shall not in any way, directly or indirectly, authorize, cause, assist, encourage, participate in, ratify or condone any strike, sympathy strike, honoring of a picket line, sit-down, sit-in, slow-down, cessation or stoppage of work, boycotting, picketing or other interference with or interruption of work at any of the Hospital's operations. Inciting or inducing any such activity shall constitute cause for suspension or discharge under this Agreement. In addition to any other liability, remedy or right provided by applicable law or statute, should such a strike, sympathy strike, honoring of a picket line, sit-down, slow-down, or stoppage of work, boycott, picketing or other interference with or interruption of the operations of the Hospital occur, the Union within twenty-four (24) hours of a request by the Hospital shall:

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

14.02 No Lockouts

In consideration of this no-strike pledge by the Union for the duration of this Agreement, the Hospital shall not directly or indirectly lockout its employees.

14.03 Emergency Arbitration Procedure

In the event of an alleged violation of this Article, the aggrieved party shall not be required to resort to the grievance or arbitration procedures of this Agreement. The aggrieved party may institute special arbitration proceedings regarding such violation by telegraphic notice thereof to the other party and to the Federal Mediation and Conciliation Service, which shall, immediately upon receipt of such telegraphic notice, appoint an arbitrator to hear the matter. The arbitrator shall hold a hearing within forty-eight (48) hours after his appointment, upon telegraphic notice to the Hospital and the Union. The fee and other expenses of the arbitrator in connection with this arbitration proceeding shall be shared equally by the Hospital and the Union. The failure of either party or any witness to attend the hearing as scheduled and noticed by the arbitrator shall not delay said hearing, and the arbitrator is authorized to proceed to take evidence and issue an award and order as though such party and/or witness was present. A recording of the proceeding, whether by tape recorder, stenographic or other acceptable means, shall be made but no transcript thereof shall be produced except at the expense of a requesting party. The arbitrator shall have jurisdiction to issue a cease and desist order with respect to such violation and such other relief as he may deem appropriate to promptly terminate such violation. No opinion shall be required by the arbitrator, but only a written award and order, which shall be issued at the hearing, and which shall contain a concise statement of reasons. Such award and order shall be final and binding on the Hospital and the Union, and may be immediately confirmed and specifically enforced by the United States District Court for the District of Columbia, if it has jurisdiction (otherwise by any court of competent jurisdiction) upon the motion, application or petition of the aggrieved party.

ARTICLE XV: CHEMICAL SUBSTANCE RELATED IMPAIRMENT

15.01 General

The parties recognize that health care workers adversely affected by chemical substances (such as alcohol or drugs) represent a threat to the health and safety of not only themselves, but other staff members and patients. Accordingly, measures taken to deal with the problem posed by health care workers adversely affected by chemical substances should provide protection for health care workers as well as promote the safe delivery of health care. An objective of such measures is to present the employee with an opportunity for rehabilitation.

15.02 Determination and Response

(a) Where the Hospital has reasonable suspicion and objective evidence that an employee is adversely affected by a chemical substance, the Hospital shall have the right to determine the cause, including the right to test for the presence of chemical substances. Reasonable suspicion for purposes of this Article means a belief based upon objective and expressible facts sufficient to lead a prudent person to suspect that drug/alcohol use has occurred or is occurring or that theft or conversion of drugs maintained by the Hospital is occurring or has occurred.

(b) Where an employee is found to be affected by the use of chemical substances, the Hospital shall have the right to impose discipline, up to and including termination, and/or take other appropriate measures, including monitoring, retesting or referral for counseling and/or treatment.

(c) If an employee refuses to submit to chemical substance testing at the time the Hospital requests (which request will be made within twenty-four (24) hours of the Hospital

having a reasonable suspicion and objective evidence, that is, a belief based upon objective and expressible facts sufficient to lead a prudent person to suspect that drug/alcohol use has occurred or is occurring or that theft or conversion of drugs maintained by the Hospital is occurring or has occurred), or refuses a subsequent referral to the Hospital's existing Employee Assistant Program (EAP), the employee shall be subject to discipline, up to and including immediate termination, pursuant to Article III, Discipline, of this Agreement. Discipline imposed as a result of such refusal is not subject to the grievance and arbitration procedure specified in this Agreement.

15.03 Decision to Test

(a) The Hospital will develop guidelines to assist managers in making the initial determination that an employee's job performance may be adversely affected by chemical substances and that testing should be conducted. The Hospital shall provide a copy of such guidelines (and any modifications thereto) to the Union thirty (30) days prior to implementation, and upon the Union's request, the parties will meet and confer about the guidelines. The Hospital shall train managers in the application of the guidelines. The Hospital shall hold a separate training session for shop stewards.

(b) A manager shall obtain the agreement of the designated Human Resources representative prior to requiring testing. The safety of patients and employees will be a guidepost in the Hospital's course of action.

15.04 Pay While Seeking Treatment

Any employee who is offered and who takes leave to obtain treatment for abuse of chemical substances shall not be paid during the leave period; provided, however, that the

employee may choose to use accrued sick leave or accrued annual leave for such leave.

15.05 Return to Work

Any employee who is offered and takes leave for treatment related to chemical substance use/abuse shall provide certification of fitness for duty from the employee's physician prior to returning to work. After the Hospital reviews the employee's physician's certification, the Hospital may require the employee to undergo a fitness for duty examination by a Hospital-selected care provider prior to being allowed to return to work. Any costs associated with a fitness for duty examination with the Hospital's chosen care provider that are beyond those covered by the employee's medical insurance shall be borne by the Hospital.

ARTICLE XVI: TERM

16.01 Term

This Agreement shall be effective as of July 1, 2013 and shall remain in full force and effect through and including June 30, 2016 and from year to year thereafter unless written notice of a desire to modify or terminate this Agreement is given by either party to the other at least ninety (90) days prior to June 30, 2016 or prior to June 30 of any subsequent year.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates indicated.

CHILDREN'S HOSPITAL

By: _____

Darryl Varnado

Title: Executive Vice President and Chief
People Officer

Date: _____

8/15/13

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 722, AFL-CIO**

By: _____

Marchel Smiley

Title: Secretary/Treasurer

Date: _____

Aug - 13, 2013

Negotiating Team:

By: [Signature] 8/15/13
Joseph R. Damato, Counsel Date

By: Penelope Adams 8/20/13
Penelope Adams Date

By: [Signature] 8/15/13
Robert Beckwith Date

By: [Signature] 8/15/13
Zandra Byrd Date

By: Susan Cohen 8/15/13
Susan Cohen, Counsel Date

By: Bruce Dietrich 8/15/13
Bruce Dietrich Date

By: Maggy Li 8/15/13
Maggy Li Date

By: [Signature]
Scott Pettinichi Date

By: Yong Ng 8/15/13
Yong Ng Date

By: Catherine Williams 8/15/13
Catherine Williams Date

Negotiating Team:

By: Daniel Fields, Jr.
Daniel R. Fields, Jr. Date

By: Gloria Bryant 8/15/13
Gloria Bryant Date

By: Debra Davis 8/15/13
Debra Davis Date

By: Deborah Goodwine 8-15-13
Deborah Goodwine Date

By: Marshall Jackson 8/15/13
Marshall Jackson Date

By: Karen Johnson 8/20/13
Karen Johnson Date

By: Linda Pearsall 8-15-13
Linda Pearsall Date

By: [Signature] 8/15/13
Angela Shorter Date

By: Crystal Skinner 8-15-13
Crystal Skinner Date

By: James Washington
James Washington Date

By: Carolyn Williams 8/15/13
Carolyn Williams Date

SIDE LETTER NO. 1

July 25, 2000

**Mr. Marchel Smiley, President Local 722
Service Employees International Union, AFL-CIO, CLC
1673 Columbia Road, N.W.
Washington D.C. 20009**

Dear Mr. Smiley,

I am writing to confirm the following agreement reached by Children's Hospital and SEIU Local 722 in connection with the 2000 collective bargaining negotiations:

ffhe parties agree that, for purposes of the reduction-in-force and recall provisions of Section 11.04, employees who are regularly scheduled to work thirty-five (35) or more hours per week will be considered to be full-time.

Your signature below shall be deemed agreement on behalf of the Union.

Sincerely yours,

Richard D. Paris

Vice President for Human Resources

Agreed and accepted: Marchel Smiley July 15, 2000

Marchel Smiley, President, Local 722

September (ROP)

SIDE LETTER NO. 2

July 1, 2013

Mr. Marchel Smiley
Secretary/Treasurer
SEIU Local 722
1673 Columbia Road NW, Suite 100
Washington, DC 20009-3699

Re: Children's Hospital – Market, Equity, and Job Grade Reviews

Dear Mr. Smiley:

Service Employees International Union, Local 722 (“the Union”) and Children’s Hospital (“the Hospital”) hereby enter into this Side Letter to their collective bargaining agreement effective from July 1, 2013 through June 30, 2016 (“CBA”).

The Hospital and the Union agree that the employee holding the position of Electrical Test Technician as of the effective date of the CBA will be moved to grade 28 and will receive an increase of seven percent (7%) to his regular rate, effective the first full pay period after July 1, 2013.

The Hospital will conduct a desk audit, to be completed by August 1, 2013, for purposes of determining whether the Unit Clerks in the Emergency Room should be reclassified.

The Hospital will perform a market, equity, and job grade review of employees in the job classifications listed below by the corresponding dates listed below. The reviews (a) will take into account the relevant experience of incumbent employees in the classifications to be reviewed relative to the relevant experience of other employees in the same job classifications; (b) will compare the grade placement of the classifications to be reviewed with the grade placement of other Hospital classifications and with the external market; and (c) will include a market analysis of the minimums and maximums for the positions. The Hospital will provide the Union with the results of these reviews and will propose, in light of the circumstances, to implement any market adjustments, equity adjustments, and/or changes in the grades of job classifications that it deems appropriate. Any such adjustments and/or changes are subject to the Union’s agreement.

Job Classification

Review Completion Date

Patient Care Technician	February 1, 2014
Clinic Operations Representative I	February 1, 2014
Clinic Operations Representative II	February 1, 2014
Senior Clinic Operations Representative	February 1, 2014

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Pulmonary Diagnostic RCP I	February 1, 2014
Pulmonary Diagnostic RCP II	February 1, 2014
Pulmonary Diagnostic RCP III	February 1, 2014
Unit Communications Associate	February 1, 2015
Patient Access Representative I	February 1, 2015
Patient Access Representative II	February 1, 2015
Patient Access Representative III	February 1, 2015
Environmental Assistant General Team	February 1, 2015
Environmental Assistant Grounds Team	February 1, 2015
Environmental Assistant Floor/Special Project Team	February 1, 2015
Environmental Assistant Discharge Team	February 1, 2015

Agreed:

CHILDREN'S HOSPITAL

By: 

Darryl Varnado

Title: Executive Vice President and Chief
People Officer

Date: 8/15/13

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 722, AFL-CIO

By: 

Marchel Smiley

Title: Secretary/Treasurer

Date: Aug 15, 2013

APPENDIX A

Grade	Job Classification	Minimum Effective 7/1/2013	Maximum Effective 7/1/2013
7	ENVIRON ASST DISCHARGE TEAM	11.15	19.97
7	ENVIRON ASST GENERAL TEAM	11.15	19.97
8	CLINIC OPS REP I	11.48	21.14
8	ENVIRON ASST GROUNDS TEAM	11.48	21.14
8	FOOD PRODUCTION ASSOCIATE I	11.48	21.14
8	FOOD SERVICE ASSOCIATE I	11.48	21.14
8	PATIENT SERVICES ASSOCIATE	11.48	21.14
8	SANITATION ASSOCIATE	11.48	21.14
9	CASHIER FOOD SERVICE	11.66	22.26
9	CORRESPONDENCE CLERK	11.66	22.26
9	ENVIR ASST FLOR/SPEC PROJ TEAM	11.66	22.26
9	FOOD PRODUCTION ASSOCIATE II	11.66	22.26
9	HOSPITALITY ASSOCIATE	11.66	22.26
9	MEDICAL RECORDS CLERK	11.66	22.26
9	MESSENGER/CLERK	11.66	22.26
9	PATIENT ACCESS REP I	11.66	22.26
9	SUPPORT SERVICES ASSOCIATE	11.66	22.26
10	FOOD SERVICE ASSOCIATE II	12.08	23.40
11	CLINIC OPS REP II	12.52	24.53
11	DIST/LINEN TECHNICIAN	12.52	24.53
11	HEALTH INFO MGMT SPECIALIST	12.52	24.53
11	LINEN TECHNICIAN	12.52	24.53
11	PATIENT ACCESS REP II	12.52	24.53
11	REHABILITATION ASSISTANT	12.52	24.53
11	TRANSPORTATION TECHNICIAN	12.52	24.53
12	CHILD CARE TECHNICIAN	12.98	25.70
12	COR INTERPRETER	12.98	25.70

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Grade	Job Classification	Minimum Effective 7/1/2013	Maximum Effective 7/1/2013
12	EMERGENCY SERVICES TECH AIDE	12.98	25.70
12	GROUP LEADER DIETARY	12.98	25.70
12	PATIENT ACCESS REP III	12.98	25.70
12	RESP EQUIPMENT TECHNICIAN	12.98	25.70
12	SR HEALTH INFO MGMT SPECIALIST	12.98	25.70
13	COOK	13.35	26.84
13	DRIVER MESSENGER	13.35	26.84
13	GROUP LEADER SPD	13.35	26.84
13	NUTRITION TECHNICIAN	13.35	26.84
13	PATIENT CARE TECHNICIAN	13.35	26.84
13	PATIENT SERVICES COORDINATOR	13.35	26.84
13	PERIOPERATIVE RESOURCE ASST	13.35	26.84
13	SR CLINIC OPS REP	13.35	26.84
13	STERILE PROCESSING TECH	13.35	26.84
13	STOREROOM ASSOCIATE	13.35	26.84
13	UNIT COMMUNICATIONS ASSOCIATE	13.35	26.84
13	WAREHOUSE TECHNICIAN	13.35	26.84
14	ACCOUNT SPECIALIST	13.70	27.97
14	BED MANAGEMENT SPECIALIST	13.70	27.97
14	REIMBURSEMENT ASSOCIATE	13.70	27.97
14	SR WAREHOUSE TECHNICIAN	13.70	27.97
15	CHARGE REVIEW ASSOCIATE	14.27	29.09
15	GROUP LEADER MAIL ROOM	14.27	29.09
15	IV THERAPY SPECIALIST	14.27	29.09
15	OR CONTROL DESK CLERK	14.27	29.09
15	PERIOP RESOURCE SPECIALIST	14.27	29.09
15	PERIOPERATIVE SVC FLOATER	14.27	29.09
15	PHARMACY TECHNICIAN	14.27	29.09

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Grade	Job Classification	Minimum Effective 7/1/2013	Maximum Effective 7/1/2013
15	PHARMACY TECHNICIAN (NIGHT)	14.27	29.09
15	SURGICAL POSTING ASSOCIATE	14.27	29.09
15	SURGICAL SUPPLY ASSISTANT	14.27	29.09
16	CLINICAL LAB SUPPORT REP	14.81	30.21
16	DENTAL ASSISTANT-CERT	14.81	30.21
16	EMERGENCY SERVICES TECH SPEC	14.81	30.21
16	TEAM LEAD PRACTICE OPERATION	14.81	30.21
17	EMERGENCY TRANSPORT SPEC I	15.43	31.37
17	MEDICAL RECORDS TECHNICIAN	15.43	31.37
17	MPI TECHNICIAN	15.43	31.37
17	PHARMACY TECHNICIAN II	15.43	31.37
18	DECENTRALIZED TESTING SPEC	16.02	32.53
18	DONOR CENTER ASSOCIATE	16.02	32.53
18	MEDICAL LAB TECHNICIAN	16.02	32.53
18	ORTHOPEDIC TECHNICIAN	16.02	32.53
18	SR MEDICAL RECORDS TECH	16.02	32.53
18	TEAM LEAD CLINICAL LAB SUPPORT	16.02	32.53
19	EMERGENCY TRANSPORT SPEC II	16.38	33.66
19	LPN I	16.38	33.66
20	BIOMED ENGINEERING TECH I	16.71	34.77
20	BLDG OPERAT/MAINT MECHANIC	16.71	34.77
20	DONOR CENTER ASSOCIATE II	16.71	34.77
20	LEAD EMERGENCY SVC TECH SPEC	16.71	34.77
20	LPN II	16.71	34.77
20	POLYSOMNOGRAPHIC TRAINEE	16.71	34.77
20	PREVENTIVE MAINT MECHANIC	16.71	34.77
20	SR ELECTRICIAN	16.71	34.77
20	SR MEDICAL EQUIPMENT TECH	16.71	34.77

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Grade	Job Classification	Minimum Effective 7/1/2013	Maximum Effective 7/1/2013
20	SR MEDICAL LAB TECHNICIAN	16.71	34.77
20	SR ORTHOPEDIC TECH	16.71	34.77
20	SR PAINTER	16.71	34.77
21	ENGINEERING MECHANIC	17.51	35.94
21	NEURODIAGNOSTIC TECHNICIAN I	17.51	35.94
21	TRANSPORT TEAM PARAMEDIC	17.51	35.94
22	BIOMED ENGINEERING TECH II	18.08	37.08
22	LOCKSMITH	18.08	37.08
22	NEURODIAGNOSTIC TECHNICIAN II	18.08	37.08
22	POLYSOMNOGRAPHIC TECHNICIAN	18.08	37.08
22	SHIFT ENGINEER	18.08	37.08
22	SR CARPENTER	18.08	37.08
22	SR DONOR CENTER ASSOCIATE	18.08	37.08
23	BIOMED ENGINEERING TECH III	18.70	38.22
23	PLUMBER	18.70	38.22
23	REFRIGERATION & A/C MECHANIC	18.70	38.22
23	TEAM LEAD CONSTRUCTION	18.70	38.22
24	COORD ELECTROCARDIOGRAPHY	19.36	39.54
24	NEURODIAGNOSTIC TECHNICIAN III	19.36	39.54
24	SHIFT ELECTRICIAN	19.36	39.54
25	POLYSOMNOGRAPHIC TECHNOLOGIST	20.06	40.94
26	TEAM LEAD NEURODIAGNOSTIC	20.75	42.37
27	BLDG AUTOMATION SYSTEMS SPEC	21.49	43.86
27	PULMONARY DIAGNOSTICS RCP I	21.49	43.86
27	RADIOLOGIC TECHNOLOGIST	21.49	43.86
27	RCP LEVEL I	21.49	43.86
27	SATELLITE RADIOL TECHNOLOGIST	21.49	43.86

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Grade	Job Classification	Minimum Effective 7/1/2013	Maximum Effective 7/1/2013
28	ELECTRICIAN IV-M	22.24	45.40
28	GI PROCEDURE TECHNOLOGIST	22.24	45.40
28	SURGICAL TECHNOLOGIST	22.24	45.40
29	PULMONARY DIAGNOSTICS RCP II	23.01	46.99
29	RCP LEVEL II	23.01	46.99
30	PULMONARY DIAGNOSTICS RCP III	24.37	49.81
30	RCP LEVEL III	24.37	49.81
30	WATER TECH	24.37	49.81
31	CT TECHNOLOGIST	25.59	52.80
31	DIAGNOSTIC IMAGING TECHNOL	25.59	52.80
31	INTERVENTIONAL RADIOLOGIC TECH	25.59	52.80
31	SR RADIOLOGIC TECHNOLOGIST	25.59	52.80
32	CARDIO TECHNOLOGIST INVASIVE	26.88	55.43
32	LEAD RADIOLOGIC TECHNOLOGIST	26.88	55.43
32	MRI TECHNOLOGIST	26.88	55.43
32	NUCLEAR MED/PET TECHNOLOGIST	26.88	55.43
32	RCP LEVEL IV	26.88	55.43
32	SR SPECIAL PROCEDURE TECH	26.88	55.43
32	ULTRASOUND TECHNOLOGIST	26.88	55.43
33	ECHOCARDIOGRAPHY TECHNOLOGIST	28.21	58.22
33	LEAD CT TECHNOLOGIST	28.21	58.22
33	LEAD INTERVENTIONAL RAD TECH	28.21	58.22
33	ULTRASOUND & VASCULAR TECH	28.21	58.22
34	ECMO SPECIALIST-RT	29.63	61.13
34	ELECTROPHYSI TECHNOL NON INVAS	29.63	61.13
34	LEAD MRI TECHNOLOGIST	29.63	61.13
34	LEAD NUCLEAR MED/PET TECH	29.63	61.13

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Grade	Job Classification	Minimum Effective 7/1/2013	Maximum Effective 7/1/2013
34	LEAD ULTRASOUND TECHNOLOGIST	29.63	61.13
35	ELECTROPHYSIO TECHNOL INVASIVE	30.82	63.58
35	LEAD ULTRASOUND & VASC TECH	30.82	63.58
35	SR ECHOCARDIOGRAPHY TECHNOL	30.82	63.58
36	CARDIOVASCULAR PERFUSIONIST	40.94	64.61

APPENDIX B

Grade	Job Classification	Minimum Effective 7/1/2015	Maximum Effective 7/1/2015
7	ENVIRON ASST DISCHARGE TEAM	11.37	20.37
7	ENVIRON ASST GENERAL TEAM	11.37	20.37
8	CLINIC OPS REP I	11.71	21.56
8	ENVIRON ASST GROUNDS TEAM	11.71	21.56
8	FOOD PRODUCTION ASSOCIATE I	11.71	21.56
8	FOOD SERVICE ASSOCIATE I	11.71	21.56
8	PATIENT SERVICES ASSOCIATE	11.71	21.56
8	SANITATION ASSOCIATE	11.71	21.56
9	CASHIER FOOD SERVICE	11.89	22.71
9	CORRESPONDENCE CLERK	11.89	22.71
9	ENVIR ASST FLOR/SPEC PROJ TEAM	11.89	22.71
9	FOOD PRODUCTION ASSOCIATE II	11.89	22.71
9	HOSPITALITY ASSOCIATE	11.89	22.71
9	MEDICAL RECORDS CLERK	11.89	22.71
9	MESSENGER/CLERK	11.89	22.71
9	PATIENT ACCESS REP I	11.89	22.71
9	SUPPORT SERVICES ASSOCIATE	11.89	22.71
10	FOOD SERVICE ASSOCIATE II	12.32	23.87
11	CLINIC OPS REP II	12.77	25.02
11	DIST/LINEN TECHNICIAN	12.77	25.02

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Grade	Job Classification	Minimum Effective 7/1/2015	Maximum Effective 7/1/2015
11	HEALTH INFO MGMT SPECIALIST	12.77	25.02
11	LINEN TECHNICIAN	12.77	25.02
11	PATIENT ACCESS REP II	12.77	25.02
11	REHABILITATION ASSISTANT	12.77	25.02
11	TRANSPORTATION TECHNICIAN	12.77	25.02
12	CHILD CARE TECHNICIAN	13.24	26.21
12	COR INTERPRETER	13.24	26.21
12	EMERGENCY SERVICES TECH AIDE	13.24	26.21
12	GROUP LEADER DIETARY	13.24	26.21
12	PATIENT ACCESS REP III	13.24	26.21
12	RESP EQUIPMENT TECHNICIAN	13.24	26.21
12	SR HEALTH INFO MGMT SPECIALIST	13.24	26.21
13	COOK	13.62	27.38
13	DRIVER MESSENGER	13.62	27.38
13	GROUP LEADER SPD	13.62	27.38
13	NUTRITION TECHNICIAN	13.62	27.38
13	PATIENT CARE TECHNICIAN	13.62	27.38
13	PATIENT SERVICES COORDINATOR	13.62	27.38
13	PERIOPERATIVE RESOURCE ASST	13.62	27.38
13	SR CLINIC OPS REP	13.62	27.38
13	STERILE PROCESSING TECH	13.62	27.38

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Grade	Job Classification	Minimum Effective 7/1/2015	Maximum Effective 7/1/2015
13	STOREROOM ASSOCIATE	13.62	27.38
13	UNIT COMMUNICATIONS ASSOCIATE	13.62	27.38
13	WAREHOUSE TECHNICIAN	13.62	27.38
14	ACCOUNT SPECIALIST	13.97	28.53
14	BED MANAGEMENT SPECIALIST	13.97	28.53
14	REIMBURSEMENT ASSOCIATE	13.97	28.53
14	SR WAREHOUSE TECHNICIAN	13.97	28.53
15	CHARGE REVIEW ASSOCIATE	14.56	29.67
15	GROUP LEADER MAIL ROOM	14.56	29.67
15	IV THERAPY SPECIALIST	14.56	29.67
15	OR CONTROL DESK CLERK	14.56	29.67
15	PERIOP RESOURCE SPECIALIST	14.56	29.67
15	PERIOPERATIVE SVC FLOATER	14.56	29.67
15	PHARMACY TECHNICIAN	14.56	29.67
15	PHARMACY TECHNICIAN (NIGHT)	14.56	29.67
15	SURGICAL POSTING ASSOCIATE	14.56	29.67
15	SURGICAL SUPPLY ASSISTANT	14.56	29.67
16	CLINICAL LAB SUPPORT REP	15.11	30.81
16	DENTAL ASSISTANT-CERT	15.11	30.81
16	EMERGENCY SERVICES TECH SPEC	15.11	30.81
16	TEAM LEAD PRACTICE OPERATION	15.11	30.81

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Grade	Job Classification	Minimum Effective 7/1/2015	Maximum Effective 7/1/2015
17	EMERGENCY TRANSPORT SPEC I	15.74	32.00
17	MEDICAL RECORDS TECHNICIAN	15.74	32.00
17	MPI TECHNICIAN	15.74	32.00
17	PHARMACY TECHNICIAN II	15.74	32.00
18	DECENTRALIZED TESTING SPEC	16.34	33.18
18	DONOR CENTER ASSOCIATE	16.34	33.18
18	MEDICAL LAB TECHNICIAN	16.34	33.18
18	ORTHOPEDIC TECHNICIAN	16.34	33.18
18	SR MEDICAL RECORDS TECH	16.34	33.18
18	TEAM LEAD CLINICAL LAB SUPPORT	16.34	33.18
19	EMERGENCY TRANSPORT SPEC II	16.71	34.33
19	LPN I	16.71	34.33
20	BIOMED ENGINEERING TECH I	17.04	35.47
20	BLDG OPERAT/MAINT MECHANIC	17.04	35.47
20	DONOR CENTER ASSOCIATE II	17.04	35.47
20	LEAD EMERGENCY SVC TECH SPEC	17.04	35.47
20	LPN II	17.04	35.47
20	POLYSOMNOGRAPHIC TRAINEE	17.04	35.47
20	PREVENTIVE MAINT MECHANIC	17.04	35.47
20	SR ELECTRICIAN	17.04	35.47
20	SR MEDICAL EQUIPMENT TECH	17.04	35.47

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Grade	Job Classification	Minimum Effective 7/1/2015	Maximum Effective 7/1/2015
20	SR MEDICAL LAB TECHNICIAN	17.04	35.47
20	SR ORTHOPEDIC TECH	17.04	35.47
20	SR PAINTER	17.04	35.47
21	ENGINEERING MECHANIC	17.86	36.66
21	NEURODIAGNOSTIC TECHNICIAN I	17.86	36.66
21	TRANSPORT TEAM PARAMEDIC	17.86	36.66
22	BIOMED ENGINEERING TECH II	18.44	37.82
22	LOCKSMITH	18.44	37.82
22	NEURODIAGNOSTIC TECHNICIAN II	18.44	37.82
22	POLYSOMNOGRAPHIC TECHNICIAN	18.44	37.82
22	SHIFT ENGINEER	18.44	37.82
22	SR CARPENTER	18.44	37.82
22	SR DONOR CENTER ASSOCIATE	18.44	37.82
23	BIOMED ENGINEERING TECH III	19.07	38.98
23	PLUMBER	19.07	38.98
23	REFRIGERATION & A/C MECHANIC	19.07	38.98
23	TEAM LEAD CONSTRUCTION	19.07	38.98
24	COORD ELECTROCARDIOGRAPHY	19.75	40.33
24	NEURODIAGNOSTIC TECHNICIAN III	19.75	40.33
24	SHIFT ELECTRICIAN	19.75	40.33
25	POLYSOMNOGRAPHIC	20.46	41.76

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Grade	Job Classification	Minimum Effective 7/1/2015	Maximum Effective 7/1/2015
	TECHNOLOGIST		
26	TEAM LEAD NEURODIAGNOSTIC	21.17	43.22
27	BLDG AUTOMATION SYSTEMS SPEC	21.92	44.74
27	PULMONARY DIAGNOSTICS RCP I	21.92	44.74
27	RADIOLOGIC TECHNOLOGIST	21.92	44.74
27	RCP LEVEL I	21.92	44.74
27	SATELLITE RADIOL TECHNOLOGIST	21.92	44.74
28	ELECTRICIAN IV-M	22.68	46.31
28	GI PROCEDURE TECHNOLOGIST	22.68	46.31
28	SURGICAL TECHNOLOGIST	22.68	46.31
29	PULMONARY DIAGNOSTICS RCP II	23.47	47.93
29	RCP LEVEL II	23.47	47.93
30	PULMONARY DIAGNOSTICS RCP III	24.86	50.81
30	RCP LEVEL III	24.86	50.81
30	WATER TECH	24.86	50.81
31	CT TECHNOLOGIST	26.10	53.86
31	DIAGNOSTIC IMAGING TECHNOL	26.10	53.86
31	INTERVENTIONAL RADIOLOGIC TECH	26.10	53.86
31	SR RADIOLOGIC TECHNOLOGIST	26.10	53.86
32	CARDIO TECHNOLOGIST INVASIVE	27.42	56.54
32	LEAD RADIOLOGIC TECHNOLOGIST	27.42	56.54

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Grade	Job Classification	Minimum Effective 7/1/2015	Maximum Effective 7/1/2015
32	MRI TECHNOLOGIST	27.42	56.54
32	NUCLEAR MED/PET TECHNOLOGIST	27.42	56.54
32	RCP LEVEL IV	27.42	56.54
32	SR SPECIAL PROCEDURE TECH	27.42	56.54
32	ULTRASOUND TECHNOLOGIST	27.42	56.54
33	ECHOCARDIOGRAPHY TECHNOLOGIST	28.77	59.38
33	LEAD CT TECHNOLOGIST	28.77	59.38
33	LEAD INTERVENTIONAL RAD TECH	28.77	59.38
33	ULTRASOUND & VASCULAR TECH	28.77	59.38
34	ECMO SPECIALIST-RT	30.22	62.35
34	ELECTROPHYSI TECHNOL NON INVAS	30.22	62.35
34	LEAD MRI TECHNOLOGIST	30.22	62.35
34	LEAD NUCLEAR MED/PET TECH	30.22	62.35
34	LEAD ULTRASOUND TECHNOLOGIST	30.22	62.35
35	ELECTROPHYSIO TECHNOL INVASIVE	31.44	64.85
35	LEAD ULTRASOUND & VASC TECH	31.44	64.85
35	SR ECHOCARDIOGRAPHY TECHNOL	31.44	64.85
36	CARDIOVASCULAR PERFUSIONIST	41.76	65.90

APPENDIX C

The following employees had twenty (20) or more years' seniority and were provided parking at 111 Michigan Ave NW as of November 1, 2006.

Last Name	First Name
BAILEY	GERALENE
BALLARD	CRAIG CLIFFORD
BARNES	PAULINE
BASKIN	DOROTHY
BATENGA	OLIVA GARCIA
BELCHER	MICHAEL
BELL	PATRICIA ANN
BLOUNT	LOUISE
BOYD	SHARON
BRANNON	JACQUELYN
BRYANT	GLORIA CHARLENE
COOPER JR	JACKIE
ENNIS	MADIE GRACE
FRANKLIN	JANIE
GATES	LAURA
GRAHAM	BARBARA ANN
GREENE	MARGARET
GUTIERREZ	CYNTHIA
HAIZLIP	GINA
HARRISON	TIMOTHY
HODGE	SELTON LEE
HOLDER	ANNE
HOSKINS	WANDA
HOWARD	BRENDA

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HUGH	NERISSA
KLINE	LARRY MARTIN
LANCASTER	RHONDA
LITTLE	BRUCE
LOCKHART	HELEN
MALCOLM	LOVERN
MARKHAM	MARGARET
MARTIN	KATHERINE
MARTIN	ERNITA
MASSIP	TANA
MCCARTY	JOEL
MULLIS	JAMES
MURPHY	KIMBERLYN
NOWLIN	TONY
PANDYA	NAYAN AMBALAL
PATRICK	ELIZABETH
PRUE	RONALD
REBOLO	LINDA
SAUMWEBER	ROSEMARY
SMALL	BETTY
SMITH	HYWANDA
TAYLOR	BRIGETTE
THOMAS	BABU
THOMAS	JOSEPH
TOLENTINO	ZENAIDA
WALKER	LUCILLE OUTRAM
WILLIAMS	VERA LEOLA
WILLIAMS	MARY
WILLIAMS	CAROLYN

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WILSON	DELORES
WILSON	LOUISE
WILSON	KEVIN
WRIGHT	SHERON
WYATT	MARY ANN