

**Collective Bargaining Agreement**

**by and between**

**MEDSTAR WASHINGTON HOSPITAL  
CENTER**

**and**

**SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 722**

**Term of Agreement**

**July 1, 2017**

**through**

**June 30, 2018**

All Articles, provisions, and side letters of the July 1, 2014 through June 30, 2017 Collective Bargaining Agreement shall remain in effect through June 30, 2018 except for the following Articles, Sections and Side Letters:

- Page 3 Article IV, Section 4.1 Wages
- Page 4 Article IV, Section 4.5 Assignment of On-Call
- Page 5 Article IV, Section 4.11 Hiring Equity
- Page 6 Article VI, Section 6.1(d) Attendance Bonus (bonus period June 1, 2017 to May 30, 2018)
- Page 7 Article VI, Section 6.3 Funeral Leave
- Page 8 Article XII, Section 12.2 Medical, Pharmacy, and Dental Benefits
- Page 9 Article XV Term of the Agreement
- Page 10 Appendix I – Position Classification/Market Reviews
- Page 11 Appendix XI – Scheduling/Cancellation of Additional Hours
- Page 12 Appendix XII – 2016 Health Insurance Plan Design Retroactive to January 1, 2017
- Page 13 Wage Scale Effective June 25, 2017

**Article IV, Section 4.1 Wages:**

Effective the second pay period in June 2017, the minimum rate of pay will be \$14.50. Each associate covered by this Agreement shall receive either \$14.50 per hour minimum or a 2.25% increase in his/her base hourly rate of pay, whichever is higher. The minimums for each pay range will increase to \$14.50 or 2.25%, whichever is higher, effective pay period beginning June 25, 2017. The maximums of each pay range will increase by 2.25% effective the second pay period in June (pay period beginning June 25, 2017).

Within two (2) pay periods following the ratification date, all active full-time associates will receive a net \$250.00 Signing Bonus and net \$125.00 for part-time associates. Associates must be actively employed as of the ratification date of the Agreement.

#### **Article IV, Section 4.5 On-Call Assignment and Pay:**

An associate who is formally scheduled to be "on-call" between his regularly scheduled shifts shall be paid twenty-five percent (25%) of the minimum of the grade per hour for the period he is "on-call" where such status and the duration thereof are matters of written record. An associate who the Hospital requires to be "on-call" on the Hospital premises during hours when the associate would otherwise be off work ("on-call/on-premises hours") shall be paid fifty percent (50%) of the associate's base hourly rate or the minimum wage under applicable law, whichever is higher ("on-call/on-premises rate"), per hour, for "on-call/on-premises hours."

Whenever on call hours are, in the judgment of the Hospital, necessary, associate volunteers who work in the area where the on-call hours are required, shall be solicited. If there are insufficient associates who volunteer, the Hospital may assign associates to the on-call hours, but such assignment shall be in inverse order of seniority within each job classification of those who are qualified for the needed on-call coverage, on a rotational basis. (That is, the least senior is assigned on the first occasion, the next least senior is assigned on the second occasion, and so on.)

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

**Article IV, Section 4.11 Hiring Equity:**

If, during the term of the Agreement, the Hospital hires an external applicant at a higher rate of pay than incumbent associates in the same job classification, and the same department, where qualifications and experience (as expressed on the associate's application at the time of hire) are at least equal, incumbent bargaining unit members shall receive an increase in pay equal to the rate paid to the newly hired associate. The Hospital will provide the Union with a report monthly of all new hires to include their hiring rates of pay and position titles. If the Union believes that the Hospital has violated the requirement in the previous sentence, the Union will notify the designated Human Resources representative within 30 days of receiving the monthly list of new hires. The Hospital will review same and provide a response. If the Union disagrees with the Hospital's response, rather than be subject to the Grievance and Arbitration procedures of Article IX, the dispute will be submitted to mediation before Arbitrator Stephen Crable. The Hospital will consider in good faith any resolution recommended by Arbitrator Crable.

For the purpose of this Section only, the Department of Nursing will be considered one department for the comparison of Patient Care Technicians and Unit Clerks.

**Article VI, Section 6.1(d) Attendance Bonus:**

Starting June 1, 2017 through May 31, 2018, associates with no more than two (2) call-outs are eligible for net \$100 bonus for each call-out not used up to a maximum of six (6) in the defined year to be paid in June 2018.

Note: All other terms and conditions applicable to attendance bonus as in the 2014-2017 Agreement.

**Article VI, Section 6.3 Funeral Leave:**

Any associate covered by this Agreement shall be entitled to leave of absence with pay at his straight-time hourly rate for a maximum of three (3) regular scheduled work days lost in the case of death of his or his spouse's immediate family, namely husband, wife, father, mother, brother, sister, child or other relative living with the associate in the same household. The leave of absence must be taken during the period between the date of death and the day following the burial, both inclusive, and provided that the associate is prepared to offer valid proof of death and relationship upon request. Reasonable requests for use of personal leave or leave of absence without pay for additional days of funeral leave shall be granted by the Hospital. The Hospital will grant two (2) unpaid days off for associates to attend the funeral of a grandparent. The Hospital will not unreasonably deny requests for additional unpaid days off between the date of death and the day following the funeral. The associate has the option to apply Paid-Time-Off (PTO) for time released from the schedule for this purpose.

**Article XII, Section 12.2 Medical, Pharmacy, Vision, and  
Dental Benefits**

The Hospital agrees that for the term of this Agreement, no plan design changes (co-pays, deductibles, coinsurance, etc.) will be made from the 2016 plan, except as provided for below:

- (a) The Hospital may modify the health insurance plans as may be required to avoid applicable provisions of the “Cadillac Tax” of the Affordable Care Act, or as otherwise required by law. In such circumstances, the Hospital will give the Union sixty (60) days notice prior to open enrollment of any change(s) and agrees to meet and confer during the sixty (60) day period.
  
- (b) Health insurance premiums may be adjusted annually and increases or decreases shall be passed on to associates represented by SEIU on the same terms as they are applied to similarly-situated full-time or part-time non-bargaining unit members of the Hospital.



**Article XV Term of the Agreement:**

This Agreement shall be in full force and effect from the 1<sup>st</sup> day of July 2017 to and including the 30<sup>th</sup> day of June 2018 (including wage increase effective pay period beginning June 25, 2017; and attendance bonus period June 1, 2017 to May 30, 2018). At least ninety (90) days prior to said expiration date, either party may serve upon the other party written notice that it wished to cancel, revise, or modify this Agreement. If such notice is not given at least ninety (90) days prior to said expiration date, this Agreement shall remain in full force and effect for ninety (90) days from when such written notice is actually received.

IN WITNESS WHEREOF, the parties hereto have subscribed their names this 31<sup>st</sup> day of July 2017.

SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 722

MEDSTAR WASHINGTON  
HOSPITAL CENTER

By: Daniel Fields, Jr.  
Daniel Fields, Jr.  
President

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

## Appendix I

July 31, 2017

### **Re: Position Classification/Market Reviews**

Dear Mr. Fields:

This letter will confirm the following agreement reached by the MedStar Washington Hospital Center and SEIU Local 722, concurrent with the 2017 collective bargaining negotiations:

During the term of the new Agreement, the parties will continue their past practice concerning position classification/market reviews of bargaining unit positions. Within 30 days of the ratification of the Agreement, the parties will initiate a review of the Respiratory Therapy positions. Within 90 days thereafter, the parties will initiate a review of the Medical Office Assistant III positions.


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

Sincerely,



Kathleen F. Chapman  
Assistant Vice President,  
Human Resources

Confirmed and Accepted:



Daniel Fields, Jr.  
President, SEIU, Local 722

## Appendix XI

July 31, 2017

### **Re: Scheduling/Cancellation of Additional Hours**

Dear Mr. Fields:

This letter will confirm the following agreement reached by the MedStar Washington Hospital Center and SEIU Local 722, concurrent with the 2017 collective bargaining negotiations:

During the term of the new Agreement, the parties will meet to review/discuss a process for verification of additional hours scheduled/cancelled and develop mutually acceptable guidelines.

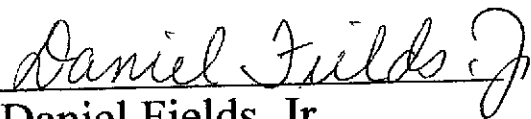
Your signature below shall be deemed acceptance on behalf of Local 722.

Sincerely,



Kathleen F. Chapman  
Assistant Vice President,  
Human Resources

Confirmed and Accepted:



Daniel Fields, Jr.  
President, SEIU, Local 722

## Appendix XII

July 31, 2017

### Re: Article XII Health and Welfare

Dear Mr. Fields:

This letter will confirm the following agreement reached by the MedStar Washington Hospital Center and SEIU Local 722, concurrent with the 2017 collective bargaining negotiations:

For SEIU represented associates active as of July 1, 2017, the effective date of this Agreement, the application of the 2016 health insurance plan design will be retroactive to January 1, 2017. Associates who paid in excess of the 2016 plan design will be eligible for refunds of overpayments.

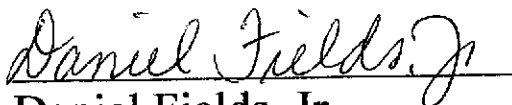
Your signature below shall be deemed acceptance on behalf of Local 722.

Sincerely,



Kathleen F. Chapman  
Assistant Vice President,  
Human Resources

Confirmed and Accepted:



Daniel Fields, Jr.  
President, SEIU, Local 722


**SEIU SCHEDULE A**  
**Effective June 25, 2017**

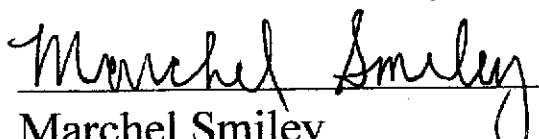
<b>Grade</b>	<b>Shift Differential</b>	<b>Minimum Hourly</b>	<b>Maximum Hourly</b>
20A	\$1.450	\$14.500	\$20.957
21A	\$1.450	\$14.500	\$21.232
22A	\$1.450	\$14.500	\$21.651
23A	\$1.450	\$14.500	\$22.205
24A	\$1.453	\$14.530	\$22.899
25A	\$1.514	\$15.139	\$23.729
26A	\$1.585	\$15.845	\$24.702
27A	\$1.665	\$16.647	\$25.814
28A	\$1.755	\$17.546	\$27.059
29A	\$1.855	\$18.546	\$28.450
30A	\$1.964	\$19.644	\$29.980
31A	\$2.085	\$20.849	\$31.640
32A	\$2.216	\$22.158	\$33.449
33A	\$2.357	\$23.569	\$38.714
34A	\$2.509	\$25.087	\$41.812
35A	\$2.714	\$27.136	\$45.577
36A	\$2.974	\$29.744	\$50.133
37A	\$3.199	\$31.993	\$55.145
38A	\$3.718	\$37.179	\$60.661
39A	\$3.871	\$38.709	\$66.725
40A	\$4.258	\$42.581	\$73.397
41A	\$5.041	\$50.414	\$80.739

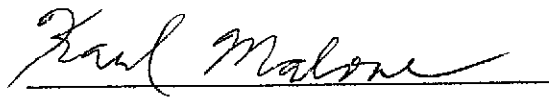
## The Negotiating Committee Members

### For the Union:

  
Daniel Fields, Jr.

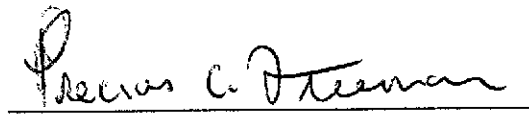
  
Vanessa Jones

  
Marchel Smiley

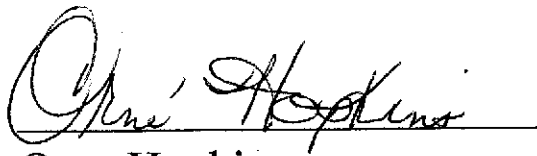
  
Karl Malone

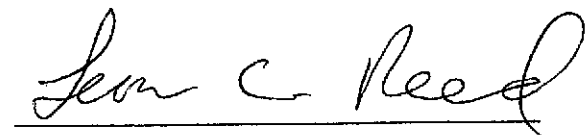
  
Travis Flood

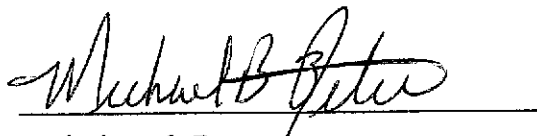
  
Kevin Mitchell

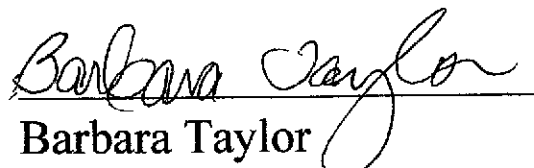
  
Precious Freeman

  
Shawna Price

  
Orne Hopkins

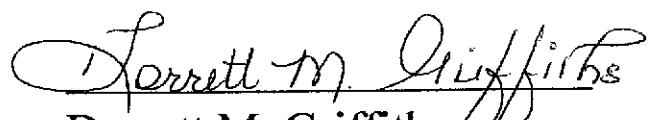
  
Leon Reed

  
Michael Jeter

  
Barbara Taylor

### For the Hospital:

  
Kathleen F. Chapman

  
Dorrett M. Griffiths

  
James P. Hill

  
Robbin Hargrove