

MedStar Washington Hospital Center

Counter Proposal

May 7, 2021

**Hospital's response to the Union's May 4, 2021 Proposal @
3:15PM**

Proposal #1 – PTO

The Hospital does not accept the Union's proposal

Hospital's response to the Union's May 4, 2021 Proposal @
3:15PM

Proposal #4 – Appearance Fee

The Hospital does not accept the Union's proposal

Hospital's response to the Union's May 4, 2021 Proposal @
3:15PM

Proposal #6 – Life Insurance

The Hospital does not accept the Union's proposal

Hospital's response to the Union's May 4, 2021 Proposal @
3:15PM

Proposal #8 – Uniforms

Patient Care Technicians who are employed as of the ratification date of this agreement shall be provided 3 uniforms on a one-time basis.

Hospital's response to the Union's May 4, 2021 Proposal @
3:15PM

Proposal #10 – Article 12.3: Health and Dental Premium
cost sharing

The Hospital does not accept the Union's proposal

Hospital's response to the Union's May 4, 2021 Proposal @ 12:05 PM

Hospital Proposal #8 – New Article 6.1(d)(3) Attendance Bonus

Associates who have no unscheduled absences or late arrivals – meaning they do not badge in after the start of their scheduled shift would be eligible for a \$225 bonus each quarter they qualify. (ex. scheduled 8A – 4P; they must badge in on or before 8AM; badging in at 8:01 or after will result in disqualification of the bonus for that quarter)

Quarter 1 = July 1 – September 30

Quarter 2 = October 1 – December 31

Quarter 3 = January 1 – March 31

Quarter 4 = April 1 – June 30

Payout would occur within 2 pay periods following the end of the quarter

Any associate who qualifies for the bonus for (four) 4 consecutive quarters would qualify for an additional net \$1000 bonus.

Hospital's response to the Union's May 3, 2021 Proposal @ 11:25 AM

New Article 14.17(b) Occupational Health & Safety

(a) The parties recognize the Hospital's responsibility to maintain a safe and healthy environment for the well-being of employees, patients and visitors; and to reasonably protect associates exposed to dangers which are intrinsic to their work; and to comply with mandatory legal requirements in all applicable health and safety laws and regulations, including, but not limited to, federal and District of Columbia laws, Department of Consumer and Regulatory Affairs (DCRA) regulations, JCAHO standards, OSHA regulations (including the Hazard Communication standard), and NIOSH regulations. The parties further recognize the importance of cooperation to promote and encourage compliance with applicable health and safety laws and regulations and with Hospital programs, policies and standards relating to infection control and disease prevention. The Hospital's compliance with the mandatory legal requirements in said laws, regulations and standards is not subject to the grievance and arbitration procedures of this Agreement, however the other portions of this Article are subject to those procedures.

(b) All protective equipment required by Standard Precautions or other Hospital safety protocols will be provided, absent extenuating circumstances, in sufficient quantities by the Hospital free of charge to associates. The Hospital shall provide associates with adequate training on the proper methods and procedures in the use of such protective equipment. The Hospital will make reasonable efforts to provide training on protective equipment on all shifts. Time spent at the direction of the Hospital in training on protective equipment will be considered working time.

(c) No one shall be required to use hazardous equipment, devices or materials for which s/he is not adequately educated to use in a safe manner. 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 associates 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 applicable federal or District of Columbia regulatory requirements. Such corrective measures will be reviewed by the MWHC Environment of Care Committee.

(e) In the interest of safeguarding patient, visitor, and co-worker health and wellbeing, the Hospital shall require associates to take medical precautions deemed necessary by the Hospital, including hand washing, donning of protective equipment, or vaccination, in order to protect against contraction of infection, illness, or other communicable disease. The Hospital may require those vaccinations or immunizations

for which the Center for Disease Control and Prevention "strongly recommends" immunization. In the event that the Hospital determines that such a vaccine is safe, effective and necessary, associates will have the following options: (i) take the vaccination provided at no charge by the Hospital; (ii) show proof of vaccination in a manner acceptable to the Hospital; or (iii) obtain a medical or religious exemption from the Hospital.

Proposal #3

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

An associate shall be required to provide a note of illness, injury or other emergency for all absences greater than one (1) day; otherwise each absence will be counted separately.