

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement and General Release Agreement (“Agreement”) is entered into by and between Children’s Hospital (“the Employer”) and Service Employees International Union, Local 722 (“the Union”).

WHEREAS, on or about September 24, 2013, the Union filed a grievance (“the Grievance”) alleging that the Employer violated Sections 3.01, 3.06, and 6.01 of the parties’ 2013-2016 collective bargaining agreement (“CBA”) by requiring employees who had approved intermittent Family and Medical Leave Act (“FMLA”) leave to contact the Hartford (in addition to the Hospital) each time the employees needed to use intermittent leave and by issuing occurrences and discipline for leave abuse to such employees;

AND WHEREAS, the Employer maintains that it did not violate the CBA;

AND WHEREAS, the Union and the Employer wish to resolve this dispute without further expense, inconvenience or litigation.

NOW THEREFORE, and in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree to the following terms:

1. Settlement Benefits. In consideration for the promises contained in this Agreement, the Employer agrees:

(a) To consult with the Union in not less than ten (10) working days prior to issuing a revised FMLA policy to each bargaining unit member. The policy will indicate that an employee who has been approved for intermittent FMLA leave must make a single phone call to a designated Hospital official, call-in number, or call center to report the use of approved intermittent FMLA leave so that the leave can be designated as FMLA leave, and if the employee has more than one approved FMLA leave available (*e.g.*, intermittent leave for the employees own serious health condition plus intermittent leave to care for a child with a serious health condition), the employee must specify which type of intermittent leave is being used so that it may be properly designated.

(b) Any corrective action taken or occurrences recorded against any bargaining unit member on approved intermittent Family Medical Leave since June 1, 2013 based on the employee’s failure to contact the Hartford shall be rescinded and removed from the employees’ file(s). For purposes of determining whether employees are eligible to have occurrences and/or corrective action rescinded, the attached letter will be sent to the home address of each employee who was on approved intermittent FMLA leave since June 1, 2013, the employee must timely return the form indicating that the employee believes s/he was issued occurrence(s)/corrective action due to the failure to contact the Hartford, and the Employer will verify that the occurrence(s)/corrective action were issued due to failure to contact the Hartford.

(c) To immediately communicate to bargaining unit members that they are no longer required to call the Hartford to report use of approved intermittent Family Medical Leave and until further notice, they only need to contact the designated Children’s Hospital

manager, call-in number, or call center that they have been using to inform the Employer of use of intermittent leave.

(d) In accordance with Article III, Section 3.06 (Leave of Absence) of the CBA between the Union and the Employer, the absence of a bargaining unit employee on **approved** intermittent Family Medical Leave (statutorily protected leave) will not be recorded as leave abuse for purposes of corrective action if the employee contacts the designated Hospital official, call-in number, or call center to report the use of intermittent leave.

This consideration is in full settlement of the Grievance and all other possible claims against the Employer related to the subject matter of the grievance.

2. Withdrawal of Grievance. The Union hereby withdraws the Grievance with prejudice.

3. General Release by Union. The Union unconditionally and generally releases, on its behalf and on behalf of the employees covered by the CBA, the Employer from any and all claims arising out of or relating to the Grievance.

4. Non-Precedential. Notwithstanding any other provision in this Agreement, this Agreement is non-precedential and may not be raised as evidence by any party in connection with any subsequent grievance, litigation or other proceeding between the parties, except as necessary to enforce this Agreement.

5. Non-Admission. No provision of this Agreement shall be construed as an admission by any party of any liability, wrongdoing, or violation of the CBA or any federal, state or local law.

6. Complete Agreement. This Agreement contains and constitutes the entire understanding and agreement between the parties with respect to its subject matter. This Agreement can only be modified by a writing signed by both parties.

7. Costs. The Employer and the Union agree to bear their own costs and attorneys' fees in connection with the Grievance and any matters relating thereto, including those relating to this Agreement. The parties agree to split the cost of the arbitrator.

CHILDREN'S HOSPITAL

**SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 722**

By: _____

By: Marcel Smiley

Title: _____

Title: _____

Date: _____

Date: June 18, 2014

[INSERT DATE]

Name:
Address:
Address:

Dear [INSERT NAME]:

During the period of June 1, 2013 to the present, you were approved to use intermittent Family and Medical Leave Act (“FMLA”) leave. During this time, the Hospital required employees to report use of intermittent leave to both the Hospital and the Hartford. If you were issued any occurrence(s) and/or corrective action(s) as a result of failure to contact the Hartford to report the use of intermittent leave, the Hospital will rescind the occurrence(s) and/or corrective action(s) if you complete and return the tear-off at the bottom to Denise Cooper at the Human Resources Department located at 111 Michigan Avenue, N.W., West Wing, Suite 300 or by faxing it to her at 202-476-3466 by July 31, 2014.

Respectfully,

Denise Cooper

I was issued the following occurrence(s) and/or corrective action(s) as a result of failure to call the Hartford to report use of intermittent FMLA leave.

Department	Supervisor Name	Occurrence or Corrective Action?	Date of Occurrence or Corrective Action

Employee Name

Employee Signature

Date