

HOSPITAL'S
COUNTER PROPOSAL

MAY 17, 2022

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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.
- (iii) As specified in the January 16, 2015 Recognition and Neutrality Agreement between the Hospital and the Union, all permanent full-time and regular part-time (defined as those who are regularly scheduled to

work 20 or more hours per work week) employees employed by the Hospital at its Montgomery County ROC at 9850 Keywest Avenue, 2nd Floor, Rockville, Maryland 20850, in the position of Ambulatory Patient Care Technician, Clinic Operations Rep II, Diagnostic Imaging Tech, Intake Coordinator, LPN II, MRI Technologist, Patient Access Rep, Patient Care Technician, Anesthesia Technician, Radiologic Technologist, Reimbursement Associate, Sterile Processing Tech, Surgical Technologist, Team Lead Practice Operation, and Ultrasound Technologist.

(iv) As specified in the June 16, 2021 Recognition and Neutrality Agreement between the Hospital and the Union, all permanent full-time and regular part-time (defined as those who are regularly scheduled to work 20 or more hours per work week) employees in the following job classifications who are primarily assigned by the Hospital to work and spend a majority of their work time at the Hospital's regional operations clinic at 2900 Campus Way, North Lanham, Maryland 20706: Patient Access Representative, Sr. Patient Access Representative, Clinical Operations Representative, Sr. Clinical Operations Representative, Reimbursement Associate, Radiologic Technologist, MRI Technologist, Ultrasound & Vascular Tech, Surgical Technologist, and Sterile Processing Tech.

NOTE: THE FOREGOING IS AN UPDATE

(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 Montgomery County ROC 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 Period

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 probationary period of an employee who is on a leave of absence pursuant to applicable law or this Agreement during the probationary period will be extended by the length of the leave. 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 bargaining unit 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.

Any instances of tardiness and/or absence pursuant to Article 3.06 of this Agreement that occurred during the employee's probationary period shall continue in effect after completion of the employee's probationary period. If such instances of tardiness and/or absence ultimately result in discipline after the employee has successfully completed the probationary period, the employee may file a grievance challenging the discipline pursuant to Article XII.

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, 1.07, and 1.10. 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, 1.07, and 1.10.

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 ~~thirty-six (36) 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 ~~thirty-six (36) forty (40)~~ or more hours per workweek.

NOTE: WITH THIS PROPOSAL, SIDE LETTER 1 WOULD BE DELETED

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.

(b) All employees hired on or after the effective date of this Agreement and all within thirty-one (31) days after employment, become and remain members of the Union or satisfy the financial obligations set by the Union as a condition of continued employment.

(c) Upon notice from the Union, employees who fail to pay dues or who fail to satisfy the financial obligations set by the Union 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 satisfy the financial obligations set by the Union, and the Hospital is so informed, the employee's employment will be terminated by the Hospital to the extent consistent with applicable law.

(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 Section 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 IV of this Agreement.

ARTICLE III: DISCIPLINE

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3.06 Leave Abuse

Attendance will be judged on the basis of a rolling (12) month period. 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 on or after October 7, 2018, and every twelve (12) months thereafter.

(i) Once an employee has not reported to work as scheduled ~~and/or reported to work but worked less than one-half of the employee's scheduled shift~~ **five (5) four (4) times** within a rolling twelve (12) month period ~~the employee's twelve (12) month Attendance Period~~, the employee shall receive a first written notice; ~~five (5) six (6) times~~ **six (6) times** within a rolling twelve (12) month period ~~the employee's twelve (12) month Attendance Period~~, the employee shall receive a one (1) day suspension; ~~and seven (7) six (6) times~~ **and seven (7) six (6) times** within a rolling twelve (12) month period ~~the employee's twelve (12) month Attendance Period~~, the employee may be terminated.

(ii) 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) ~~four (4) five (5) times~~ **five (5) four (4) times** within a rolling twelve (12) month period ~~the employee's twelve (12) month Attendance Period~~, the employee shall receive a first written notice; ~~five (5) six (6) times~~ **six (6) times** within a rolling twelve (12) month period ~~the employee's twelve (12) month Attendance Period~~, the employee shall receive a one (1) day suspension; ~~and six (6) seven (7) times~~ **and seven (7) six (6) times** within a rolling twelve (12) month period ~~the employee's twelve (12) month Attendance Period~~, the employee may be terminated.

(iii) A No Call/No Show shall subject an employee to an immediate two (2) day suspension. A second No Call/No Show within a rolling twelve (12) month period shall subject the employee to immediate termination, even if the employee's first No Call/No Show prevented the Hospital from providing the employee with notice of the initial two (2) day suspension prior to the second No Call/No Show.

Scheduled overtime shall be considered regularly scheduled time for purposes of determining if an employee has not reported to work as scheduled or reported to work late.

~~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, even if the employee's No Call/No Show prevented the Hospital from providing the employee with notice of the two (2) day suspension prior to the second No Call/No Show.~~

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.

HOSPITAL PROPOSAL: WITH THE RETENTION OF THE PROCEEDING PARAGRAPH, THE JUNE 17, 2014 SETTLEMENT AGREEMENT RELATING THE REPORTING OF INTERMITTENT FMLA LEAVE WILL NO LONGER BE IN EFFECT AS OF JULY 1, 2022.

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.

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ARTICLE IV: HOURS AND WAGES

4.01 Workweek

The normal workweek shall consist of **thirty-six (36) to 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 provided, however, work schedules may be exclusively posted electronically if computers are readily accessible. The Hospital shall provide the Union with a list of departments where work schedules are posted exclusively electronically. 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.

(c) Excluding those employees who are scheduled to work solely on weekends, the Hospital will make every reasonable effort to avoid scheduling employees with thirty (30) or more years of seniority to work more than one (1) weekend per month; provided, however, in a department/unit where scheduling employees with thirty (30) or more years of seniority makes staffing unworkable (e.g., three (3) out of four (4) staff members in any job classification has thirty (30) or more years of seniority), the parties and the staff in the department/unit will reasonably cooperate in scheduling weekend work to ensure department needs are met. 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."

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.

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ARTICLE VII: HOLIDAYS

7.01 Holidays

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

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|-------------------------------|------------------|
| New Year's Day | Labor Day |
| President's Day | 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; provided, however, this substitution provision will not apply to locations other than 111 Michigan Avenue, N.W.

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.

At the employee's election, the employee can use the employee's paid personal day for Juneteenth, subject to the provisions ~~the prior approval requirement~~ of Section 7.02 below.

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. **The personal day will be added to and reflected in each employee's vacation hours by no later than the end of the second pay period in July of each 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 thirty (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 VII, 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 XII: GRIEVANCE AND ARBITRATION (PROPOSAL NO. 8)

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, or a Union grievance, that is, one initiated by the Union or a group of similarly affected employees, shall be in writing and signed by the Union's authorized representative and be submitted 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 in a timely filed grievance cannot be raised in arbitration.

The designated Human Resources representative may render a response within fifteen (15) working days after receipt of the grievance. If no response is rendered by the designated Human Resources representative within fifteen (15) working days after submittal of the grievance, the grievance shall be deemed denied. Either party may request a meeting with the other party to discuss the grievance, but such meeting shall not extend the time period outlined above, unless the parties otherwise agree.

If a satisfactory settlement is not effected, the Union's authorized representative may refer the grievance to arbitration by giving written notice to the Hospital's designated Human Resources representative within twenty (20) working days after the Human Resources Representative renders a response or the time for rendering a response expires. **If the Union thereafter does not contact the assigned arbitrator to obtain dates for the hearing within sixty (60) days after referring the grievance to arbitration, the grievance will be considered withdrawn and no further proceedings will be had thereon.**

12.03 Time Limits and Procedural Conditions

For purposes of this Article and throughout this Agreement, 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 seven (7) arbitrators to hear and decide all grievances arising pursuant to this Agreement as follows: Richard Bloch, Charles Feigenbaum, Herbert Fishgold, Joshua Javits, Roger P. Kaplan, ~~Kurt Saunders~~, 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.

NOTE: THE FOREGOING IS AN UPDATE. KURT SAUNDERS HAS RETIRED.

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NOTE: THE HOSPITAL AGREES TO REPLACE KURT SAUNDERS WITH ROGER P. KAPLAN IN SECTION 4.04(D)