

HOSPITAL'S

COUNTER - PROPOSAL

MAY 23, 2022

3:30 PM

ARTICLE II: MANAGEMENT RIGHTS (PROPOSAL NO. 1)

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 **and the right to transfer employees from one department or unit to another or one work location to another (provided, however, (i) employees whose job duties do not regularly require them to work in different work locations, units or departments will normally not be transferred more than three (3) times in one (1) shift and (ii) no employee who is assigned to one geographic location/facility will be transferred between more than two (2) geographic locations within one (1) shift)**; 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, **modify**, add to or abolish jobs **and job classifications, including the right to modify job descriptions (provided the Hospital will first obtain the views of the Union thereon as long as doing so will not unreasonably delay the change)**; 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

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3.06 Leave Abuse

(i) Once an employee has not reported to work as scheduled four (4) times within he employee's twelve (12) month Attendance Period, the employee shall receive a first written notice; five (5) times within the employee's twelve (12) month Attendance Period, the employee shall receive a one (1) day suspension; six (6) times within the employee's twelve (12) month Attendance Period, the employee may be terminated. **If an employee reports to work as scheduled but works less than one-half (1/2) of the employee's shift, it will count as an absence.**

(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) ffour (4) times within the employee's twelve (12) month Attendance Period, the employee shall receive a first written notice; five (5) times within the employee's twelve (12) month Attendance Period, the employee shall receive a one (1) day suspension; six (6) times within 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 or an early departure 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 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 of Section 7.02 below.

7.02 Personal Day

(a) 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.

(b) ~~Consistent with the Hospital's practice,~~ **The personal day hours will be added to and reflected in each employee's vacation hours as part of the first full pay period in July of each year. To receive the personal day hours, the employee must be employed on the day the personal day hours are scheduled to be added to the employee's vacation hours.**
[Union indicated agreement on 5/23/22]

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.