

AGREEMENT

BY AND BETWEEN

CHILDREN'S HOSPITAL

AND

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 722, AFL-CIO

JULY 1, 2022 - JUNE 30, 2025

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## **AGREEMENT**

THIS AGREEMENT is made and entered into as of this 1st day of July 2022, by and between the CHILDREN'S HOSPITAL, hereinafter referred to as the "Hospital," and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 722, AFL-CIO, hereinafter referred to as the "Union."

## **WITNESSETH**

WHEREAS, the Hospital is furnishing an essential public service vital to the health, welfare, safety and comfort of the community; and

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the care and comfort of the patients of the Hospital as well as the interests of its employees, to avoid interruptions and interferences with services to patients, to resolve promptly and peacefully all disputes and differences between the parties, herein their agreement covering rates of pay, hours of work, and other terms and conditions of employment;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

### **ARTICLE I: RECOGNITION, UNIT AND CHECKOFF**

#### **I.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.

#### **I.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.

(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.

#### **I.03 Volunteers**

The Hospital may continue to utilize volunteers on the same basis and to the same extent as it has in the past.

#### **I.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.

**I.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.

**I.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.

**I.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.

**I.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.

**I.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 a minimum of thirty-six (36) and up to 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 a minimum of twenty (20) or more hours per workweek, but less than thirty-six (36) hours per workweek.

**I.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.

#### **I.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.

#### **I.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.

**I.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.

**I.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 II: MANAGEMENT RIGHTS**

**II.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 to another or one 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 shift and, if the Hospital consistently exceeds this limit, the Hospital and the Union will meet to discuss the issue; and (ii) no employee who is assigned to one geographic location/facility will be transferred between more than two (2) geographic locations more than once 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); 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.

**II.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**

**III.01 Disciplinary Action**

The Hospital shall have the right to discharge, suspend, or otherwise discipline any employee for just cause. All such discipline will be administered within fifteen (15) working days of the employer becoming aware of the conduct upon which the discipline is based. When the Hospital needs more time in order to complete a full and thorough investigation, it will so notify the Union; such extension will be subject to the Union's agreement, which will not be unreasonably withheld. If discipline was not administered within fifteen (15) working days of the employer becoming aware of the conduct upon which the discipline is based, or any longer extension period agreed-upon by the parties, the Hospital cannot base discipline upon such conduct except for gross misconduct, in which case discipline may be imposed if the delay was not unreasonable. The Hospital recognizes the right of an employee, at the employee's request, to have a Shop Steward present at any time when he is being questioned in connection with any investigation which may result in disciplinary action.

If an employee is disciplined or discharged he shall be given written notification of that fact at the time of imposition. In the event of the discharge of an employee, the Hospital shall also provide the employee with written notification of the reason therefore as soon as possible, but in any event within forty-eight (48) hours of the discharge; provided, however, the Hospital shall not be precluded from defending the discharge based on a reason other than the one(s) set forth in the termination letter, as long as the Hospital notifies the Union of the additional/new reason and provides the Union with relevant evidence relating thereto at least twenty (20) days prior to the scheduled date of the arbitration hearing. Terminated employees shall receive all outstanding pay within five (5) working days of receipt of their written notification of termination. The record of any offense not punished by termination which is contained in Hospital personnel files shall not be considered as active discipline beyond twenty-four (24) calendar months after the incident's occurrence. At the employee's written request, any offense not punished by termination which is contained in the personnel file shall be removed if older than twenty-four (24) calendar months after the incident's occurrence; provided, however, that materials removed from an employee's personnel file pursuant to this section may be introduced at any arbitration or other legal proceeding pursuant to this Agreement if the employee relies on his performance or record during the period prior to twenty-four (24) calendar months before the conduct at issue in the arbitration or other legal proceeding.

### **III.02 Progressive Discipline**

The Hospital recognizes the principle of progressive discipline and will utilize it when appropriate; provided, however, this principle 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. In cases which do not constitute gross misconduct, such progressive discipline generally will include:

First offense: first written notice

Second offense: second written notice

Third offense: suspension

Fourth offense: termination

### **III.03 Right to Grieve**

Any complaint by an employee or the Union relative to any disciplinary action shall be subject to the grievance procedure of Article XII. No first written notice shall be valid for more than twelve (12) months from the date of occurrence, and such first written notices shall be removed from the employee's file, unless followed by any subsequent discipline more serious than a first written notice within the twelve (12) month period.

#### **III.04 Privacy of Discipline**

The Hospital in imposing discipline will make every reasonable effort to do so in a manner that does not embarrass an employee.

#### **III.05 Impact of Discipline on Transfer or Promotion**

An employee who has active discipline shall not be eligible for a transfer or promotion for a period of twelve (12) months from the date of the discipline. If an employee with active discipline submitted a timely grievance challenging the discipline pursuant to Article XII and wants to apply for a transfer or promotion, the Hospital and the Union will expedite the processing of the grievance upon the Union's request.

#### **III.06 Leave Abuse**

(a) i) Once an employee has not reported to work as scheduled four (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.

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) 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) If an employee reports to a scheduled shift but leaves prior to working one-half (1/2) of the employee's shift ("Early Departure") three (3) times within the employee's twelve (12) month Attendance Period, the employee shall receive a first written notice; four (4) times within the employee's twelve (12) month Attendance Period, the employee shall receive a one (1) day suspension; and five (5) times within the employee's twelve (12) month Attendance Period, the employee may be terminated.

(iv) A No Call/No Show shall subject an employee to an immediate two (2) day suspension. A second No Call/No Show within the Employee's twelve (12) month Attendance 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.

(v) Where an extraordinary event impacting at least three employees occurs which prevents the affected employees from reporting for work on time (*e.g.*, a shutdown of the subway, weather emergency or Hospital shuttle accident or breakdown), the Hospital in its discretion may determine that staff who as a result were late for their scheduled shift will not be considered tardy pursuant to (a) (ii) above. If the Union provides written notice of such an extraordinary event to the designated Hospital official within two (2) business days, this

provision will apply. The Hospital's determination will apply to all the employees impacted by the event.

(b) 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.

(c) 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.

(d) 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.

(e) 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 or work incurred illness will not be recorded as leave abuse for purposes of corrective action.

(f) 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.

### **III.07 Make-up of Failures to Report to Work**

An employee shall not be required to make up any day on which the employee failed to report to work as scheduled if the Hospital also counts such a failure to report to work toward discipline. If an employee is required to make up a day on which the employee failed to report to work as scheduled, the make-up day shall be scheduled to occur within thirty (30) days from the date of the employee's failure to report to work; provided, however, that an employee will not be required to make up a day on which the employee's failure to report to work was statutorily protected leave.

## **ARTICLE IV: HOURS AND WAGES**

### **IV.01 Workweek**

The normal workweek shall be consistent with the employee's FTE status as defined in Section 1.09 of this Agreement, 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.

#### **IV.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.”

#### **IV.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.

**IV.04 Wages**

(a) (1) Effective no later than the first full pay period after July 1, 2022, each full-time employee will be paid a lump sum payment of one thousand dollars (\$1,000.00), minus applicable withholdings and deductions. Effective no later than the first full pay period after July 1, 2022, each part-time eligible employee will be paid a lump sum payment of five hundred dollars (\$500.00), minus applicable withholdings and deductions.

(2) Each employee in job classifications listed in Appendix A who is below the maximum for his job grade as designated in Appendix A will receive an increase equal to four percent (4.0%) of his regular rate or an amount equal to the difference between his existing regular rate and the maximum for his position, whichever is less, effective as of the first full pay period following July 1, 2022. Each full-time employee in job classifications listed in Appendix A who is at or above the maximum for his job grade as designated in Appendix A will receive a lump sum payment of two hundred fifty dollars (\$250.00), minus applicable deductions and withholdings effective the first full pay period following July 1, 2022. Each part-time employee in job classifications listed in Appendix A who is at or above the maximum for his job grade as designated in Appendix A will receive a lump sum payment of one hundred twenty-five dollars (\$125.00), minus applicable deductions and withholdings effective the first full pay period following July 1, 2022.

(3) Each employee in job classifications listed in Appendix B who is below the maximum for his job grade as designated in Appendix B will receive an increase equal to three percent (3.0%) of his regular rate or an amount equal to the difference between his existing regular rate and the maximum for his position, whichever is less, effective as of the first full pay period following July 1, 2023. Each full-time employee in job classifications listed in Appendix B who is at or above the maximum for his job grade as designated in Appendix B will receive a lump sum payment of two hundred and fifty dollars (\$250.00), minus applicable deductions and withholdings effective the first full pay period following July 1, 2023. Each part-time employee in job classifications listed in Appendix B who is at or above the maximum for his job grade as designated in Appendix B will receive a lump sum payment of one hundred and twenty-five dollars (\$125.00), minus applicable deductions and withholdings effective the first full pay period following July 1, 2023.

(4) Each employee in job classifications listed in Appendix C who is below the maximum for his job grade as designated in Appendix C will receive an increase equal to three percent (3.0%) of his regular rate or an amount equal to the difference between his existing regular rate and the maximum for his position, whichever is less, effective as of the first full pay period following July 1, 2024.

(b) The pay grade assigned to each job classification in the bargaining units and the minimum and maximum regular rates for each pay grade are set forth in Appendices A through C attached hereto. The range minimums shall be increased by the amounts of the percentage increases specified in 4.04(a) (3) and (4) on the first full pay period following July 1, 2023 and July 1, 2024, respectively. The range maximums shall be increased by the amounts of the

percentage increases specified in 4.04(a)(3) and (4) on the first full pay period following July 1, 2023 and July 1, 2024, respectively.

(c) If an employee is promoted to a higher graded position, he shall receive a wage increase of at least four percent (4.0%) of his regular rate or an amount necessary to reach the grade maximum for the new position, whichever is less, effective as of the first full pay period following his transfer or promotion to the new position.

(d) If, during the term of this Agreement, the Hospital hires an external applicant at a higher rate of pay than incumbent employees in the same classification, where qualifications and experience (as expressed on the employee'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 employee. If the Union believes that the Hospital has violated the requirement in the previous sentence, the Union will notify the Hospital's designated Human Resources representative. The Hospital will review same and provide its response. If the Union disagrees with the Hospital's response, rather than being subject to the Grievance and Arbitration procedure of Article XII, the dispute will be submitted to mediation before Arbitrator Roger P. Kaplan. The Hospital will consider in good faith any resolution recommended by Mr. Kaplan.

(e) Independent of the process set forth in 4.04(d), within thirty (30) days after the effective date of this Agreement, the Hospital will perform an internal equity review of PCTs which will take into account the PCTs' relevant experience. The Hospital will implement any changes as a result of the internal equity analysis no later than the first full pay period after the thirty (30) days following the effective date of this Agreement.

#### **IV.05 Overtime**

Time and one-half (1.5 or 1 ½) the regular rate shall be paid for all hours actually worked in excess of forty (40) hours in a workweek. Hours for which compensation is paid under any provision of this Agreement, but which are not worked, shall not be counted in determining eligibility for overtime. All employees may be required to work overtime; however, the Hospital will make reasonable efforts to accommodate the preferences of employees, and to assign overtime on an equitable basis, subject to the requirements of optimum patient care and, where feasible, the Hospital will provide at least one (1) hours' notice of mandatory overtime. In order to accommodate employee preferences, the Hospital shall request employees to volunteer for overtime assignments. In the event more than one qualified employee in a unit volunteers, then the assignment shall be made on the basis of seniority. In the event there is no volunteer in a unit, the Hospital shall make the assignment in accordance with the following procedure:

(a) An inverse seniority roster shall be maintained and posted on each unit at the main Hospital facility at 111 Michigan Avenue N.W. and at each offsite facility.

(b) Assignment of mandatory overtime in a unit shall be made in order from the roster; provided, however, that an employee may be excused by the Hospital for compelling personal reasons. Assignment of mandatory overtime at facilities other than 111 Michigan Avenue, N.W. shall be made by inverse seniority within job classification within the facility.

(c) After an employee has worked an assignment from the roster, his name shall be moved to the bottom of the roster. Failure or refusal of an employee to work overtime when assigned by the Hospital shall subject the employee to discipline.

(d) In the event that an employee has requested and has had approved in advance a day off and the Hospital has mandatory overtime during the same workweek, the Hospital shall not require the employee to work over his regularly scheduled hours, to the extent feasible. The Hospital agrees, to the extent feasible, not to require the employees to work seven consecutive days.

#### **IV.06 Shift Differential**

(a) An employee shall receive a shift differential on hours worked as follows:

- (1) 10% of the employee's regular rate on hours worked on the following shifts:
  - (i) Evening shift, Monday through Friday, provided that at least three hours of the shift must be worked between 3:00 p.m. and 11:30 p.m.;
  - (ii) Night shift, Monday through Friday, provided that at least three hours of the shift must be worked between 11:00 p.m. and 7:30 a.m.;
  - (iii) Weekend day shift, Saturday and Sunday, provided at least three hours of the shift must be worked between 7:00 a.m. and 3:30 p.m.
- (2) 15% of the employee's regular rate on hours worked on the following shifts:
  - (i) Weekend evening shift, Saturday and Sunday, provided at least three hours of the shift must be worked between 3:00 p.m. and 11:30 p.m.
  - (ii) Weekend night shift, Saturday and Sunday, provided at least three hours of the shift must be worked between 11:00 p.m. and 7:30 a.m.

(b) Shift differential rates do not apply to on-call or stand-by hours or paid time off.

#### **IV.07 On-Call Pay**

Any employee who is formally scheduled to be "on call" between regularly assigned shifts shall be paid a minimum of 25% of their regular rate for scheduled "on call" hours.

#### **IV.08 Call Back Pay**

Any employee who has finished his regular shift, and has departed the Hospital's premises, who is called back to work before his next regularly scheduled shift, other than an employee in standby or "on call" status, shall be paid for at least four (4) hours, whether worked or not.

#### **IV.09 Pay Practices**

The Hospital agrees to continue the present biweekly pay system, and will pay employees by direct deposit or by debit card. Employees who are paid by debit card shall not incur a fee for the initial withdrawal of funds each pay period from the financial institution that issued the debit card, either at a branch or through the use of an ATM of the issuing financial institution. When there is a mistake in a direct deposit/debit card payment that results in an underpayment, the Hospital shall correct it as promptly as possible consistent with operating requirements and procedures, and the Hospital may make such corrected payment by paper check.

#### **IV.10 Severance Pay**

(a) In the event an employee with more than twelve (12) months' Hospital seniority is terminated for any reason, other than as a result of discipline for just cause, a voluntary resignation, a reduction in force, or retirement, he shall be entitled to thirty (30) days' notice or in lieu thereof two (2) weeks' pay at his regular rate.

(b) In the event an employee is terminated as a result of a reduction in force, he shall be entitled to severance benefits as follows:

- (i) Part-time eligible employees with less than two years of service: 40 hours at the employee's regular rate;
- (ii) Part-time eligible employees with two or more but less than five years of service: 120 hours at the employee's regular rate;
- (iii) Part-time eligible employees with five or more years of service: 160 hours at the employee's regular rate;
- (iv) Permanent full-time employees with less than two years of service: 80 hours at the employee's regular rate;
- (v) Permanent full-time employees with two or more but less than five years of service: 160 hours at the employee's regular rate;
- (vi) Permanent full-time employees with five or more but less than 10 years of service: 200 hours at the employee's regular rate;
- (vii) Permanent full-time employees with 10 or more but less than 20 years of service: 280 hours at the employee's regular rate;

- (viii) Permanent full-time employees with 20 or more years of service: 320 hours at the employee's regular rate.

These severance benefits are calculated using the employee's regular rate, which do not include any differentials, overtime, on-call, or other premium pay the employee would have typically received if working the employee's regularly scheduled shifts.

#### **IV.11 Pyramiding**

There shall be no duplication or pyramiding in the computation or payment of over time or other forms of premiums, and nothing in this Agreement shall be construed to require payment of overtime or other premium pay more than once for hours worked. If more than one provision of this Agreement shall be applicable to any time worked by an employee, he shall be paid for such time according to the highest applicable rate specified in any such provision, but he shall not be entitled to additional pay for such time under any other provision.

#### **IV.12 Rate of Pay for Hours Not Worked**

Any payment to an employee for hours not worked, other than stand-by or "on call" pay, shall be computed and paid at the employee's regular rate as defined in section 4.10.

#### **IV.13 Clinical Advancement Process for Transport Team Paramedics, Surgical Technologists and Anesthesia Technicians**

Subject to the provisions of this Section 4.13, Transport Team Paramedics, Surgical Technologists and Anesthesia Technicians who successfully complete the requirements for advancement through a clinical advancement process developed by the Hospital will receive bonuses, less applicable deductions and withholdings, in accordance with the following schedule:

Title	Level I	Level II	Level III
Surgical Technologist	\$1,000	\$2,000	\$4,000
Anesthesia Technician II	\$500	\$1,000	\$2,000
Transport Team Paramedic	N/A	\$2,000	\$3,000

The Hospital will provide notice to the Union and obtain its input prior to implementation of the clinical advancement process and any subsequent changes.

Employees will be paid the bonus upon meeting the Level requirements and every year the employee maintains the requirements for the Level.

The Hospital retains the right, consistent with the provisions of this Agreement, to determine levels of staffing and the number of employees at each level within a job classification.

The provisions of this Section 4.13 will expire with this Agreement and may be extended beyond June 30, 2025 only upon the mutual written agreement of the Parties.

#### **IV.14 Certification, Registration, or Licensure Bonus**

If the Hospital requires a job classification to have a certification, registration, or licensure which requires a course of study and/or successful completion of an examination, the Hospital will pay an incumbent employee a one-time one-thousand two-hundred fifty dollar (\$1,250) bonus, less applicable deductions and withholdings, upon receipt of such certification, registration, or licensure.

### **ARTICLE V: PAID LEAVE**

#### **V.01 Paid Leave**

All pay to an employee for paid leave (any pay for hours not worked as required by any provision of the Agreement) shall be computed at his regular rate, and shall be subject to the applicable eligibility requirements of the Hospital.

#### **V.02 Bereavement Leave**

Any new employee who has successfully completed his probationary period shall be entitled up to a maximum of three (3) days of paid leave (based on the number of hours in the employee's regular work day) in the event of a death in his immediate family. Such leave must be taken during the period between the date of death and the day following the burial, both inclusive, and the employee may be required to offer valid proof of death and relationship to the deceased. Such leave must be requested in advance whenever possible and in any event no later than the pay period succeeding the pay period in which the leave is taken. The term "immediate family" shall mean the employee's spouse, child, parent, brother, sister, legal guardian, grandparents, or his spouse's parents. Reasonable requests for use of vacation leave or leave of absence without pay for additional days of funeral leave may be granted by the Hospital, provided such leave does not interfere with or adversely affect the Hospital's operation.

#### **V.03 Annual Military Leave**

An employee with more than six (6) months' Hospital seniority who serves on annual active duty military training in the Armed Forces of the United States shall be paid the difference between his military pay and his regular rate for the training period, but in no event for a period exceeding two (2) weeks per year. To be eligible for such paid leave, an employee must present his military orders and verification of his military pay to the Hospital.

**V.04 Jury Duty**

An employee who is required to serve on jury duty shall be compensated by the Hospital in the amount of the difference between his regular rate for regularly scheduled workdays lost and the amount received for jury duty. In order to receive such payment, an employee must give prior notice to the Hospital and furnish it a certificate of service, signed by an appropriate official of the court, and valid proof of the amount of money received for such jury duty. An employee is required to report for work on a regularly scheduled workday if he is not required for jury duty on a particular day or if he is dismissed early enough to work his regular shift; provided, that an evening or night shift employee shall not be required to work if he has served as a juror on that day.

**V.05 In-Service Training and Educational Assistance**

(a) An employee required by the Hospital to attend an in-service program or conference, whether at the Hospital or elsewhere, shall be paid for all hours of such attendance; provided, however, that an employee shall not be paid if such attendance is voluntary. The Hospital agrees to continue to post announcements of such programs.

(b) All permanent full-time or part-time eligible employees who have successfully completed twelve (12) months of continuous employment are eligible, upon approval by the Hospital, to receive educational assistance for formal education or training courses.

- (i) The Hospital at its sole discretion may pay a maximum of two thousand one hundred dollars (\$2,100) per year per employee of the tuition costs of formal education and training courses for permanent full-time employees. Part-time eligible employees may receive up to a maximum of one thousand fifty dollars (\$1,050) of such costs. The Hospital's payment of such tuition costs shall be limited in the aggregate for employees covered by this Agreement to a total of one hundred and twenty five thousand dollars (\$125,000) in a fiscal year (which is, at present, from July 1 to June 30).
- (ii) All such formal education or training courses must be demonstrably related to health care subjects and reasonably related to career objectives in the health care field. Questions employees have regarding the processing of applications for payment under this section may be directed to the Director of the Department of Human Resources of the Hospital.
- (iii) Consistent with the applicable scheduling procedures, Departments will make reasonable efforts to provide employees covered by this Agreement the same opportunity to adjust work schedules as provided to other Departmental employees for the purpose of attending formal education or training courses. If an employee covered by this Agreement is denied a schedule change in order to utilize the benefit specified in this subsection, said employee shall receive in writing the reason for the denial.



- (iv) An employee who receives educational assistance pursuant to this Article shall be required to remain employed by the Hospital in at least a part-time eligible status for at least twenty-four (24) months following completion of the course or will be obligated to repay the amounts received as follows: if employment ends up to six (6) months after completion of the course, the employee will be obligated to repay the entire amount of educational assistance paid by the Hospital; if employment ends after six (6) months through twelve (12) months after completion of the course, the employee will be obligated to repay seventy-five percent (75%) of the educational assistance paid by the Hospital; if employment ends after twelve (12) months through eighteen (18) months after completion of the course, the employee will be obligated to repay fifty percent (50%) of the educational assistance paid by the Hospital; if employment ends after eighteen (18) months through twenty-four (24) months after completion of the course, the employee will be obligated to repay twenty-five percent (25%) of the tuition assistance paid by the Hospital.
- (v) If an employee fails to successfully complete a course or withdraws from a course for which educational assistance has been received, terminates employment with the Hospital prior to completing the course, or changes to a non-benefit status within six (6) months of receiving educational assistance, the employee shall be obligated to repay the amount received for that course, in accordance with applicable Hospital policy.
- (vi) If an employee is involuntarily terminated, or excluded from the bargaining unit by reason of an involuntary reduction in hours, the reimbursement obligation will not apply.
- (vii) As a condition of receiving tuition reimbursement, an employee will be required to sign a written agreement allowing the Hospital to deduct from the employee's future pay any amounts the employee becomes obligated to repay, to the extent permitted by applicable law.

(c) Professional Development. The Hospital recognizes the credentialing of bargaining unit employees with licenses, certifications and registrations as an important step in their professional development. Bargaining unit employees may use annual leave in order to take exams, courses and certifications which are related to their employment at the Hospital or which will qualify them for advancement or enhance their skills in the acute care hospital setting. The Hospital shall reimburse the costs associated with attending national, regional and local conferences, up to a maximum of seven hundred fifty dollars (\$750), for no less than twenty-five (25) bargaining unit employees per contract year from job classifications where licensure, certification and /or registration is a requirement of employment.

(d) Joint Committee on Training and Education. It shall be the policy of the parties to assist employees to realize their full job potential and to create circumstances whereby employees can develop career progression. Therefore, there shall be established a Hospital-Union committee to study and recommend to the Hospital the establishment of training

programs, academic courses of study, and such other projects and activities as may permit and encourage employees to upgrade their jobs and levels of competence, including scheduling of work to accommodate training and study programs. The Committee may recommend programs to be wholly or partially funded by the Hospital. During the term of this Agreement, the Hospital will provide up to fifty thousand dollars (\$50,000) to fund programs recommended by the Committee; provided, however, that no more than twenty thousand dollars (\$20,000) will be provided to fund such programs in any given fiscal year. Additionally, one of the responsibilities of the Committee shall be to discuss new technological developments and methods by which employees may be trained to work with them. Insofar as possible, the meetings of such committee shall be on non-work time. However, meetings and activities of the Committee may take place on any basis or at any time that is mutually agreeable to the Hospital and the Union.

#### **V.06 Voting Leave**

An employee shall be entitled to a maximum of two (2) hours of leave with pay to vote in a national, state or District of Columbia election, in the event that if he were not given such leave he would be unable to vote. Prior approval for such leave must be obtained from an employee's Department Head.

### **ARTICLE VI: LEAVE OF ABSENCE**

#### **VI.01 Leave of Absence**

A leave of absence is an excused, but unpaid period of absence from work which is granted by the Hospital for full-time and part-time eligible employees. The Hospital and the Union agree that the provisions of this Article shall be administered in accordance with the Federal Family and Medical Leave Act of 1993 (FMLA) and the District of Columbia Family and Medical Leave Act of 1990 (DC FMLA) as follows:

##### **(a) Medical Leave**

- (i)** An employee "with a serious health condition" (as defined by the FMLA and the DC FMLA) shall be entitled to unpaid Medical Leave, provided he or she has worked one thousand (1,000) hours for DC FMLA leave (or 1,250 hours for FMLA leave) during the twelve (12) month period preceding the leave and completed at least twelve (12) months of employment, and timely submits an application, a completed Certification of Health Provider form, and all other required documentation to the designated FMLA administrator for review and approval. Accrued vacation and sick leave may be requested and utilized during a Medical Leave. Eligible employees are entitled to Medical Leave for up to a maximum of 12 work weeks in a rolling 12 month period (less any Family Leave and Qualifying Exigency Leave taken during the same period) under the FMLA, or 16 work weeks in a 24 month rolling period under the DC FMLA, whichever is greater. When an employee's leave qualifies under both the FMLA and the DC FMLA, the leave will run concurrently under both laws.

- (ii) The Hospital will guarantee a position to an employee on Medical Leave (to the same extent as if the employee had continued working instead of taking Medical Leave) and will continue to provide health insurance pursuant to Section 10.01 of this Agreement for the duration of leave covered by the FMLA or the DC FMLA. Upon return from Medical Leave, employees will generally be restored to the same or an equivalent position with equivalent benefits, pay and other terms and conditions of employment. If, during Medical Leave, a layoff or other event occurs that would have changed, or even eliminated, the employee's job had he or she not taken leave, the returning employee will have no greater rights than if he or she had been continuously employed during the Medical Leave. An employee returning from Medical Leave must provide a fitness for duty certification prior to returning to work. Medical Leave may be taken intermittently when medically necessary.
- (iii) An employee on FMLA and/or DC FMLA covered Medical Leave who is unable to return to the employee's position after the expiration of the Medical Leave shall be eligible for up to an additional ten (10) consecutive work weeks of unpaid personal leave or a consecutive period of absence for the duration of any unused sick leave the employee has remaining at the expiration of the employee's Medical Leave, whichever is longer (hereafter the "Inactive Period"). During the Inactive Period, the Hospital may proceed to fill the employee's position but the employee will remain in an inactive status. If the employee is able to return to work during the Inactive Period, the employee may return to the employee's former position if it is available or be offered a comparable position for which the employee qualifies if such position is available. If the employee is unable to return to work within the Inactive Period or the employee seeks to return to work during the Inactive Period and neither the employee's former position nor a comparable position for which the employee qualifies is available, the employee's employment will be terminated. An employee returning from leave must provide at least five (5) days' notice and a fitness for duty certification and must obtain clearance to return to work from Occupational Health prior to returning to work.
- (iv) The Service Director/Departmental Chairperson may continue to hold an employee's position beyond the required time limits. Illnesses requiring less than the above-stated Medical Leave shall be handled in accordance with Article VIII of this Agreement.

(b) Family Leave

An employee shall be entitled to unpaid Family Leave for the birth of an employee's child, or the placement of a child with an employee through adoption or foster care, the placement of a child with an employee for whom the employee permanently assumes and

discharges parental responsibility, or to care for an employee's "family member" (as defined by the FMLA and the DC FMLA) with a "serious health condition" (as defined by the FMLA and the DC FMLA), provided the employee has worked one thousand (1,000) hours for DC FMLA leave (or 1,250 hours for FMLA leave) during the twelve (12) month period preceding the leave and completed at least twelve (12) months of employment. Accumulated vacation leave may be utilized during the Family Leave. Eligible employees are entitled to Family Leave for up to a maximum of twelve (12) work weeks in a rolling twelve (12) month period (less any Medical Leave and Qualifying Exigency Leave taken during the same period) under the FMLA or 16 work weeks in a 24 month rolling period under the DC FMLA, whichever is greater. When an employee's leave qualifies under both the FMLA and the DC FMLA, the leave will run concurrently under both laws. The Hospital will guarantee a position to an employee on Family Leave for the duration of leave covered by the FMLA or the DC FMLA to the same extent as if the employee had continued working instead of taking Family Leave. Upon return from Family Leave, employees will generally be restored to the same or an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. If, during Family Leave, a layoff or other event occurs that would have changed, or even eliminated, the employee's job had he or she not taken leave, the returning employee will have no greater rights than if he or she had been continuously employed during the Family Leave. Family Leave eligibility for the purposes of childcare expires twelve months after the birth of the child or placement of the child with the employee. In the case of a seriously ill family member, the leave may be taken intermittently when medically necessary. Employees seeking leave to care for a family member with a serious health condition must timely provide a completed Certification of Health Care Provider form to their supervisor and the Department of Human Resources.

(c) Qualifying Exigency Leave and Leave to Care for a Covered Servicemember

The Hospital will provide Qualifying Exigency Leave and Leave to Care for a Covered Servicemember as required by, and in accordance with, applicable law.

(d) Personal Leave of Absence

Employees who have completed six (6) months of employment may request a leave of absence of up to thirty (30) days for situations not covered by (a), (b), or (c). Such leave may be guaranteed where it will not interfere with or seriously affect scheduling or staffing. The Hospital's denial of a personal leave of absence shall not be grievable under Article XII.

**VI.02 Military Leave**

In addition to annual military leave provided for in section 5.03, an employee on duty with the Armed Forces of the United States shall have the reemployment rights granted by law.

**VI.03 Official Union Business**

Employees elected to any Union position (President, Treasurer, Vice President, Secretary, and Secretary-Treasurer, two (2) members of the Executive Board and members of the Board of Trustees) shall be granted an unpaid leave of absence of up to one (1) year or a minimum of twenty (20) non-paid days per year, subject to thirty (30) days notification requested by the

President. No more than three (3) employees may be granted such leave at any one time provided such leave does not interfere with or adversely affect the Hospital's operation.

#### **VI.04 Written Request and Documentation**

Requests for leave of absence must be made in writing to an employee's Department Head as far in advance as possible, and normally at least two (2) weeks in advance. Such requests must state the requested starting date, expiration date and the justification for the leave. Employees may be required to submit certifications or other documentation in support of the need for leave, and may be required to submit updates on their status and intent to return and updated certifications or documentation during their leaves, consistent with applicable law(s).

#### **VI.05 Return to Work**

An employee on an approved leave of absence must give his Department Head five (5) days' advance notice prior to returning to work, even though the leave had a specified expiration date. Upon timely return from any approved leave an employee's Department Head will grant the employee the right to return to the job classification and shift occupied prior to the leave. Failure to return from a leave of absence on the scheduled return date shall be considered a voluntary termination.

#### **VI.06 Absence of Benefits**

While on an unpaid leave of absence an employee shall not accrue any seniority for any purpose, will not accrue or be entitled to any benefits, and may be required to pay premiums to continue medical insurance coverage during the leave, unless otherwise provided by law or this Agreement. An employee on leave of absence shall not forfeit any rights that are accrued at the commencement of the leave, if he returns on the scheduled return date.

### **ARTICLE VII: HOLIDAYS**

#### **VII.01 Holidays**

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

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.

#### **VII.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) 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.

#### **VII.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.

#### **VII.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 VIII: SICK LEAVE**

**VIII.01 Sick Leave**

Sick leave is defined as an absence of an employee on a scheduled work day by reason of illness or accident, which is not work connected, for which the employee receives pay. Sick leave cannot be taken in increments of less than one-half (1/2) hour. Sick leave will be paid only when an employee is sick on a regularly scheduled day of work. Employees are encouraged to schedule medical and dental appointments outside of working hours, but sick leave may be used for scheduled medical and dental appointments if such leave is requested at least seven (7) days in advance and is approved by the Department Head. Employees who are sick but have exhausted their sick leave may request annual leave or leave of absence subject to the provisions of this Agreement. Sick leave will at all times be provided and administered in accordance with applicable law.

**VIII.02 Sick Leave Accrual**

Each employee shall accrue sick leave for each biweekly pay period at the rate of 0.0462 hours for each hour worked or paid for up to a maximum of 80 hours per pay period. Employees who are covered by the D.C. Accrued Safe and Sick Leave Act ("ASSLA") may use up to a maximum of 56 hours (7 days) of sick leave per year pursuant to ASSLA. Such leave shall be administered in accordance with ASSLA. Sick leave may be accumulated up to a maximum of 1040 hours for full-time employees and 520 hours for part-time eligible employees. Sick leave may be used as soon as it is accrued and registered, and registered portions may be carried forward to the next year.

**VIII.03 Sick Leave Eligibility**

To be eligible for pay under this Article an employee must notify the designated Hospital personnel as soon as possible prior to the start of his scheduled shift. Employees shall provide such notification at least two (2) hours prior to the start of a shift, unless inconsistent with applicable law. In addition, to be eligible an employee upon return to work must comply with the requirements of medical clearances set forth in section 13.05. The Hospital also may require proof of illness or accident, including a certification from a physician, when an employee's supervisor believes in his discretion there is a possible abuse of sick leave by an employee. Sick leave may be used by a pregnant employee in accordance with applicable law.

**VIII.04 Attendance Bonus**

The first full pay period after January 1st of each year, the Hospital shall pay an attendance bonus to employees who, in the preceding calendar year, have taken no unpaid leave and no sick leave that is not covered by ASSLA. The amount of such attendance bonus shall be \$250.00 for full-time employees and \$125.00 for part-time eligible employees.

**VIII.05      Change to Paid Time Off Program**

If the Hospital develops a Paid Time Off Program to replace sick and vacation leave and personal days, the Hospital will offer the Paid Time Off Program to the Union. Upon request, the Hospital will negotiate over the terms of the Paid Time Off Program. The Hospital will not implement the Paid Time Off Program without the Union's agreement.

**VIII.06      Statutory Paid Family Leave**

To the extent consistent with applicable law, the sick leave set forth in this Article 8.00 may run concurrently with and can be applied to any applicable statutory paid leave, including but not limited to the District of Columbia Paid Family Leave Act ("DCPFLA") and Maryland's paid leave statute; provided, however, at no time will employees receive less than the total amount of sick leave set forth in this Article.

**ARTICLE IX:      VACATION**

**IX.01 Vacation Leave**

Each employee shall be entitled to paid vacation to the extent he has accrued and unused vacation leave and pursuant to the terms of Article IX.

**IX.02 Vacation Leave Accrual**

Each employee shall accrue vacation leave at the following rates:

Hospital Tenure (Years)	Hourly Accrual Rate per Hour Worked Or Paid for Up to a Maximum of Eighty (80) Hours
0-5	0.0385
Over 5-10	0.0577
Over 10-15	0.0770
Over 15	0.0962

**IX.03 Limitation on Accrual of Vacation Leave**

An employee shall cease accruing vacation leave whenever his accrued and unused hours of vacation leave equals the applicable maximum in the following schedule:

Hospital Tenure (Years)	Maximum Accrued and Unused Hours of Vacation Leave	
	Full-time	Part-time
0-5	160	80
Over 5-10	240	120



Over 10-15	320	160
Over 15	400	200

#### **IX.04**

(a) Use of Vacation Leave

Vacation leave must be used in accordance with Hospital policy. Such leave cannot be taken in less than one-half (1/2) hour increments. Illness or disability occurring during vacation may be charged to sick leave if a licensed physician certifies that the employee was ill or disabled to an extent which prevented him/her from working, unless the employee's supervisor determines, in his/her discretion, that sick leave is being abused. In case of any conflict between the provisions of this Agreement and the provisions of the Hospital's policy regarding this Section 9.04, the provisions of this Agreement shall govern.

(b) Vacation Requests

- (i) Employees shall submit to their Department Head their vacation preference request of over four (4) days by December 1; response to the aforementioned vacation preference request shall be returned to the employee by December 31. Employees submitting such requests by this deadline shall be granted the requested time, except that if staffing and patient care requirements do not permit all employees requesting a certain vacation preference to take their vacation over the same time period, seniority within the job classification in the department at the facility where the employee is assigned shall govern. It is understood that, unless an emergency or severe operational considerations preclude it, at least one employee in the affected classification in a department shall be granted vacation time of over four (4) days which is requested by December 1.
- (ii) For vacation preference requests of over four (4) days submitted to the Department Head by the December 1 deadline but denied, the employee will be given the opportunity until January 31 to select vacation time from the remaining available dates. If two or more such employees request vacation for the same available dates, and all such requests cannot be accommodated, seniority within the job classification in the department at the facility where the employee is assigned shall govern.
- (iii) Notwithstanding (i) and (ii) above, for vacation preference requests of over four (4) days which include a holiday, each employee shall have the opportunity to prioritize holiday week requests and such vacation will be scheduled in seniority within the job classification in the department at the facility where the employee is assigned; however, no employee shall be scheduled for more than one holiday week until all other employees who have requested a holiday week have been granted a requested holiday

week, if available, in seniority order. If any holiday week slots remain available thereafter, the same process shall be followed.

- (iv) Requests for four (4) or fewer vacation days shall be submitted to an employee's Department Head at least ten (10) working days in advance. Response to the request for the use of four (4) or fewer vacation days shall be returned to the employee within five (5) working days from the date the request was made. If two or more such employees request vacation for the same available dates, and all such requests cannot be accommodated, seniority within the job classification in the department at the facility where the employee is assigned shall govern.
- (v) Requests for more than four (4) days submitted after the applicable deadline shall be submitted to an employee's Department Head not before January 31, and at least ten (10) working days prior to the first day of the requested leave. Response to the request for the use of more than four (4) days' vacation submitted after the applicable deadline shall be returned to the employee within five (5) working days from the date the request was made. Such requests will be approved on a first-in, first-approved basis (subject to staffing and patient care requirements). If two or more such employees request vacation on the same day for the same available dates, and all such requests cannot be accommodated, seniority within the job classification in the department at the facility where the employee is assigned shall govern. All matters related to vacation selection and scheduling shall not be subject to the grievance and arbitration provisions of this Agreement.

#### **IX.05 Termination Adjustment**

An employee shall be paid for all accrued and unused vacation leave on termination, except in the event that an employee fails to give the Hospital two (2) weeks advance, written notice of his intention to quit.

#### **IX.06 Advanced Vacation Pay**

Provided appropriate notice has been given (at least two (2) weeks), vacation pay shall be paid in advance of the payroll day before a vacation starts.

### **ARTICLE X: BENEFITS**

#### **X.01 Health and Welfare**

The Hospital, at its expense, shall continue in effect, and at all times subject to the terms and conditions applicable to non-bargaining unit employees, the long term disability insurance.

The Hospital, in its sole discretion, will select and provide to its employees hospitalization and medical insurance. The Hospital shall pay toward the Bear Advantage PPO

plan 80% of the premium for individual health insurance coverage for full-time and part-time eligible members of the bargaining unit, provided the employee pays 20% of the premium; for employees who elect individual plus one child/children coverage, the Hospital shall pay 60% of the premium, provided the employee pays 40% of the premium; for employees who elect employee plus spouse or same-sex domestic partner coverage, the Hospital shall pay 60% of the premium, provided the employee pays 40% of the premium; for employees who elect employee plus family coverage, the Hospital shall pay 60% of the premium, provided the employee pays 40% of the premium. For health insurance other than the Bear Advantage PPO, the percentage of the premium paid by the Hospital and the employee may be different from the percentages for the Bear Advantage PPO. The Hospital's obligation to pay premium amounts shall in all cases be limited to the dollar amount it pays towards the premium of its sponsored plan.

#### **X.02 Life Insurance**

The Hospital, at its sole expense, shall provide life insurance in the amount equal to two (2) times an employee's annual salary, but not less than \$15,000, to each employee with more than one (1) year Hospital seniority under a group, term life insurance policy, and subject to the terms and conditions of said policy. For transport team paramedics and respiratory care practitioners with more than one (1) year Hospital seniority, the Hospital will provide, at its expense, a quadruple indemnity life insurance policy, in an amount equal to four (4) times an employee's annual base salary, with a maximum of four hundred thousand dollars (\$400,000.00). This policy will cover the accidental death of any of the aforementioned employees if such death is sustained while performing air or ground vehicle-related transport duties during the course of their employment.

#### **X.03 Workers' Compensation**

The Hospital shall continue to comply with the requirements of applicable law concerning coverage for job connected injuries; provided, however, that the Hospital shall grant an employee so injured administrative leave with pay, up to a maximum of three (3) days, for any waiting period prior to the commencement of said coverage. Employees who are absent from work due to a job-related injury and/or illness shall be eligible for the job protection provisions of Article 6.01.

#### **X.04 401(k) Plan**

All bargaining unit employees are eligible to participate in a 401(k) plan on the same terms and conditions as offered to non-bargaining unit employees generally.

Employees may elect to contribute to the 401(k) plan a flat amount (*e.g.*, \$200) or a percentage (*e.g.*, 1, 2, 3, 4, or 5%), subject to applicable legal limits. After one (1) year of employment with the Hospital, the Hospital will match 100% of the employee's contribution up to 5%. Upon separation from employment, participants in the 401(k) plan are entitled to 100% of both the Hospital's and their contributions to the fund, consistent with applicable legal rules.

The Hospital shall schedule (during working hours and with pay at the employee's regular rate) all bargaining unit members (with at least one year of service) to attend a minimum

of two (2) 1 hour financial planning seminars each year. In addition to these two seminars, employees with at least twenty (20) years of service shall be scheduled (during working hours and with pay at the employee's regular rate) to attend two (2) 1 hour retirement planning seminars each year. The Hospital in its sole discretion shall select and provide seminar leaders to conduct these seminars. The Union shall designate an employee in the bargaining unit to attend these seminars.

#### **X.05 Miscellaneous**

The Hospital shall provide, on the same terms and conditions that it provides to non-bargaining unit employees generally, and subject to any applicable changes, conditions or limitations therein, the following benefits:

(a) Cafeteria discount on employee purchases, subject to the Hospital's right, in its sole discretion, to establish and change the selling price of any item.

(b) Patient discounts of at least fifty percent (50%) on the remaining balance for Hospital services after payments by insurance and applicable co-pays and deductibles, and patient discounts of sixty-five percent (65%) on services that are not covered by insurance for the treatment of employees' children, subject to the Hospital's right in its sole discretion to establish and change the charge for any treatment.

(c) If during the life of the contract, the Hospital offers a self-pay (employee paid) short term disability plan and/or reduces the waiting period for eligibility for the long term disability plan, these changes shall be offered to bargaining unit members.

#### **X.06 Liability for Insurance Coverage**

It is expressly agreed and understood that the Hospital does not accept, nor is it to be charged with, any responsibility or liability in any manner for any benefit afforded by this Article pursuant to or under an insurance contract or program, including determination of coverage, qualification for or payment of benefits to or on behalf of an employee, or otherwise, and the Hospital's sole liability shall be limited to making payment to the insurer of any required premium payment.

#### **X.07 Benefit Continuation**

Health insurance will be continued while on unpaid leave consistent with the terms of 6.01 of this Agreement.

#### **X.08 Changes to Benefits and Plans**

The Hospital may make changes to the benefits specified in this Article, provided that such changes apply to non-bargaining unit employees generally including, effective on or after January 1, 2014, to cease providing health insurance benefits to employees through its own plans and instead provide insurance through either private or public health insurance exchanges created pursuant to the Patient Protection and Affordable Care Act or other applicable law. Should the

Hospital cease providing health insurance benefits to employees through its own plans and instead provide insurance through either private or public health insurance exchanges created pursuant to the Patient Protection and Affordable Care Act or other applicable law, the Hospital shall pay the following toward the health insurance available through the Hospital-selected exchange(s) that is most comparable to the Bear Advantage PPO Plan for full-time and part-time eligible members of the bargaining unit:

(a) 80% of the monthly premium provided the employee pays 20% of the premium, for individual health insurance coverage;

(b) 60% of the monthly premium provided the employee pays 40% of the premium, for individual plus one child/children coverage (if available through the selected exchange(s));

(c) 60% of the monthly premium provided the employee pays 40% of the premium, for employee plus spouse or same-sex domestic partner coverage (if available through the selected exchange(s));

(d) 60% of the monthly premium provided the employee pays 40% of the premium, for employee plus family coverage (if available through the selected exchange(s)).

If an employee elects an insurance coverage option through the Hospital-selected exchange(s) other than the insurance that is most comparable to the Bear Advantage PPO Plan, the Hospital shall pay the dollar amount for the coverage option the employee selects (*e.g.*, individual, individual plus one child/children) that it would pay for the health insurance through the exchange that is most comparable to the Bear Advantage PPO Plan, and the employee shall pay the remainder of the premium.

The benefits and plans specified in this Article will not be changed (and a plan or benefit will not be eliminated), without at least forty-five (45) days' advance notice to the Union. The notification shall include (a) the specific change(s); (b) the effective date of the change(s); and (c) confirmation that the change(s) will also apply to non-bargaining unit employees generally. If the Union believes the change(s) will disproportionately impact bargaining unit employees, the Hospital will, upon the Union's request, discuss the issue with the Union within the forty-five (45) day notice period.

## **ARTICLE XI: SENIORITY**

### **XI.01 Definition of Seniority**

(a) "Seniority" is defined as the length of time an employee has been continuously employed by the Hospital in any capacity within the bargaining units.

(b) Notwithstanding 11.01(a), an employee who is transferred or promoted from a bargaining unit position into a non-bargaining unit position and subsequently applies and is selected for an open bargaining unit position will have his seniority reinstated upon placement into the bargaining unit position; provided, however, that the Hospital may determine in its sole discretion whether to select a non-bargaining unit employee to fill a bargaining unit position.

**XI.02 Accrual**

Seniority shall accrue from the time of the most recent hire of an employee by the Hospital, and shall include any satisfactorily completed probationary period, any paid leave of absence, or as otherwise required by law.

**XI.03 Termination**

An employee's seniority shall be terminated and any rights under this Agreement forfeited for the following reasons:

- (a) Discharge for just cause, quit, or retirement;
- (b) Failure to return timely from an authorized leave of absence;
- (c) Absence for three (3) consecutive scheduled work days without any notification to the Hospital, unless physically unable to do so;
- (d) As a result of a reduction in force is laid off for a period of twelve (12) months or a period exceeding the length of the employee's seniority, whichever is less; or
- (e) After one year from the date of voluntary resignation from the Hospital, with proper notice and in good standing.

**XI.04 Application of Seniority**

(1) In cases of promotions, lateral transfers to another open position and reductions in force and recalls the Hospital shall consider the following factors: (a) the qualifications and ability of an employee to perform the work and (b) the seniority of the employee. Where factor (a) is relatively equal, then (i) seniority in the job classification within the facility shall govern in the case of layoffs or reductions in force and recall and (ii) seniority shall govern in the case of lateral transfers and promotions. In determining factor (a) the Hospital's determination shall be conclusive, unless the Union demonstrates that it was clearly erroneous. For purposes of this Section, factor (a) shall include discipline the employee received during the twenty-four (24) months prior to the reduction in force where the disciplinary action(s) relates to or negatively reflects upon the employee's ability to perform the duties of his position; provided, however, in the case of a lateral transfer, factor (a) shall include discipline the employee received during the prior twelve (12) months.

(2) With respect to promotions, whenever a vacancy occurs, the Hospital shall post the position. The Hospital will make the posting available outside of the Human Resources Department and on the Hospital intranet site along with a description of the required duties and qualifications, for at least five (5) working days, and the Hospital shall not otherwise advertise the position or make an appointment thereto during said period. Employees at the facility and within the department where a vacancy occurs will be notified that the vacancy has been posted on the Hospital intranet site. If an employee is not selected for a position for which he has

applied, the Hospital will provide such employee within a reasonable period of time with notification that he was not selected and a brief statement of the basis for its decision.

(3) In filling a vacancy (whether it would be a promotion or a lateral transfer to an open position), the Hospital shall give preference to incumbent employees in the job classification at the facility and within the department who apply for the position in the following order, provided the applicant is qualified to fill the vacancy: (a) incumbent full-time employees in the same job classification who want to change hours/shifts, based on seniority if two or more such employees apply; and then (b) incumbent part-time eligible employees in the same job classification who want to become full-time, based on seniority if two or more such employees apply.

(4) Where a bargaining unit employee and an external candidate have applied for the same vacancy, and where factor (a) in 11.04(1) is relatively equal, the bargaining unit employee will be given preference in filling the vacancy.

(5) Where a laid off bargaining unit employee who still retains seniority pursuant to 11.03(d) and an external candidate have applied for the same vacancy, and where factor (a) in 11.04(1) is relatively equal, the laid off bargaining unit employee will be given preference in filling the vacancy.

## **ARTICLE XII: GRIEVANCE AND ARBITRATION**

### **XII.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.

### **XII.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.

**XII.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.

**XII.04      Selection of Arbitrator**

The parties agree on a panel of six (6) 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, 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.

Notwithstanding the foregoing, in a grievance involving the discipline or termination of an employee's employment for performance reasons or misconduct, the arbitrator next to be assigned will be scheduled to hear the case only if he is available for hearing within ninety (90) days of the referral to arbitration; if he is not, the first arbitrator who is available within ninety (90) days will be assigned to hear the grievance. If none of the arbitrators listed above are available to hear the grievance within ninety (90) days, the arbitrator who is first available for a hearing on a mutually agreeable date will be assigned to hear the grievance.

**XII.05      Procedures of Arbitration**

(a) The arbitrator shall promptly proceed to hear and determine the grievance. If the grievance is contesting a discharge, the arbitration hearing shall be held within thirty (30) working days from the date the Union referred the grievance to arbitration. If agreed by both the Union and the Hospital, the proceedings shall be recorded verbatim by a qualified court reporter. The expense of arbitration, including the fee and expense of the arbitrator and the cost of a stenographic transcript, shall be shared equally by both parties.



(b) If the grievance is sustained, the Hospital shall pay the arbitrator's fee. If the grievance is denied, the Union shall pay the arbitrator's fee; if the grievance is sustained in part and denied in part, the arbitrator's fee shall be equally shared by both parties.

(c) The arbitrator shall not consider the failure of a patient, visitor or employee witness to appear at a hearing as prejudicial. The term "patient" is defined as those seeking care or treatment at the Hospital or its clinics or emergency rooms, and those seeking admission, as well as those already admitted.

#### **XII.06      Authority of the Arbitrator**

The arbitrator shall have the authority to hear and determine any grievance that has been submitted to him in accordance with the time and procedural requirements of this Article. Only one grievance may be heard at one time by the same arbitrator. The arbitrator shall have authority to apply the provisions of this Agreement and to render a decision on any grievance properly coming before him. Awards may or may not be retroactive, depending upon the facts of each case. The arbitrator shall have no authority to amend or modify this Agreement or any provision thereof or to establish any terms or conditions. The arbitrator shall render his decision as expeditiously as possible, but in no event later than thirty (30) working days after the close of the hearing, unless otherwise agreed to; provided that the period of thirty (30) working days shall be reduced to twenty (20) working days if the grievance is contesting a discharge. The decision shall be final and conclusive on the Hospital, the Union and the employees and may be enforced in accordance with law.

If either party institutes a court proceeding to vacate an arbitrator's award and the award is enforced, the party instituting such action shall pay the costs, which are not to include the attorneys' fees, of the other party.

### **ARTICLE XIII:      MISCELLANEOUS**

#### **XIII.01      Bulletin Boards**

The Hospital shall make available to the Union four (4) locked bulletin boards (48 x 36) for the posting of official Union notices to be located as follows:

- (a) Room 1920 (Employee's Lounge, 1st Floor).
- (b) 2nd floor hallway between Cafeteria and stairwell entrances.
- (c) Employee lounge in the Warehouse.
- (d) Multi-purpose room on the 2nd floor of the Community Pediatric Healthcare Center/Comp Clinic.

In addition, the Hospital agrees to provide a fifth (5th) locked bulletin board of the same size and type as above, upon request of the Union, in the new East addition, when opened. The

actual location of this bulletin board within the East addition will be mutually agreed to by the Hospital and the Union.

All items posted on said bulletin boards will be clearly marked with the date on which they are posted, and all such items will be removed by the Union from the bulletin boards no later than ninety (90) days from the date of posting, unless mutually agreed to in writing in advance of the expiration of the ninety (90) days.

### **XIII.02      Union Visitation**

(a) Union officials shall have reasonable access to the Hospital in order to administer this Agreement, provided advance notice is given to the designated Human Resources representative of the time, scope and reason for the visit, and provided further that said visit does not interfere with employee's work or patient care.

(b) Union representatives shall be assigned fifteen (15) minutes to address all new bargaining unit employees during the Hospital's regularly scheduled orientation session so that the Union can provide employees hired into the bargaining unit with membership information and explain its role. The Union will provide the Hospital's designated Human Resources representative with an outline of its orientation presentation at least forty-eight (48) hours prior to the presentation.

### **XIII.03      Personnel File**

(a) **Disciplinary Notices.** Disciplinary notices shall not be placed in an employee's file without the employee receiving a copy of the notice and having the opportunity to review and make comments on such notices or provide a statement to be attached. However, said right shall not preclude the Hospital from imposing discipline prior to the preparation of any such form/notice.

(b) **Review of Personnel Files.** An employee shall have the right to review his personnel file by notifying the designated Human Resources representative at least two (2) days in advance and shall have the right to have copied any document therein upon reimbursement of the Hospital's costs.

(c) **Performance Evaluations.** In completing employee performance evaluations, evaluators shall consider the employee's work product and conduct over the entire evaluation period. If the evaluator was not in a position to evaluate the employee during the entire evaluation period, the evaluator shall consider the employee's work product and conduct over the period of time during the evaluation period when the evaluator was in a position to evaluate the employee. The evaluator shall also obtain information for the period of time during the evaluation period when the evaluator was not in a position to evaluate the employee. Below satisfactory ratings in any evaluation category shall be supported by prior communications and/or documentation (including discipline) with the employee during the evaluation period.

An employee shall acknowledge the evaluation by signing and dating the evaluation document, either electronically or physically, in accordance with Hospital procedure to indicate

that the evaluation has been reviewed with the employee. An employee who has submitted a self-evaluation within the timetable established by the Hospital prior to receiving the performance evaluation may, within two (2) working days after the evaluator reviews the evaluation with the employee, submit comments regarding the evaluation and/or request a meeting to discuss the evaluation with the evaluator's direct supervisor. This supervisor shall have the authority to change the evaluation or give the employee a written reason why no changes will be made.

All matters relating to employee evaluations shall not be subject to the grievance and arbitration procedures in this Agreement.

**XIII.04      Lockers**

The Hospital shall make available and provide lockers to employees, but shall not be responsible for the security thereof. The Hospital, in its sole discretion, shall have the right to determine the location and necessary number of such lockers. The Hospital may inspect any locker without notice provided the employee is present at the time of the inspection, except in cases of emergency, and will reassign employee lockers in accordance with existing Hospital policies.

**XIII.05      Medical Examination**

An employee shall be required to take a physical examination at the time of employment and annually thereafter, which examinations shall be performed by the Hospital at its expense. An employee may, at his own expense, satisfy this requirement by using his own physician.

If an employee has been absent from work because of a contagious or infectious illness, or for three (3) or more days for any other type of illness (which period may be shortened by an employee's Department Head), before returning to work an employee must receive medical clearance from the Employee Health Office.

**XIII.06      Emergency**

In the case of an emergency, such as an epidemic or catastrophe, the terms of this Agreement shall not apply to measures deemed necessary for the care and protection of patients, equipment and building, or reasonably necessary to repair and place the same in condition for occupancy. If it becomes necessary to require bargaining unit employees to work beyond their normal shifts, Service Directors will first ask for volunteers in needed classifications. If they do not get enough employees to fulfill operational requirements, extra shift/hours assignments will be made in the inverse order of seniority within the classification, department, and facility where the work is needed, to the extent feasible.

**XIII.07      Notice to Employees**

Any notice to an employee required by this Agreement shall be deemed sufficient if made personally, or in writing addressed to the employee's address shown on his personnel records. It

shall be the responsibility of each employee to keep the Hospital informed of his current address and telephone number.

**XIII.08      Severability**

If any term or provision of this Agreement is at any time in conflict with or contrary to any applicable law, then such term or provision shall continue in effect only to the extent permitted by such law, but any such invalidity shall not affect or impair any other term or provision of this Agreement.

**XIII.09      Successorship**

If ownership of the Hospital is changed through sale, merger, or in any other manner, this Agreement shall be included as a condition of such change and shall remain binding on any successor until terminated.

**XIII.10      Entire Agreement**

The express provisions of this Agreement for its duration contain the complete and total contract between the Hospital and the Union with respect to rates of pay, wages, hours of work and all other terms and conditions of employment for the employees. It is agreed that this Agreement can only be added to, detracted from, altered, amended, or modified by a writing signed on behalf of the parties hereto by their duly authorized representatives. Both parties agree that they have had full opportunity to negotiate concerning every aspect of rates of pay, wages, hours of work and all other terms and conditions of employment. Any such matters not specifically covered by this Agreement shall remain within the sole right and discretion of the Hospital, and during the term of this Agreement and any extensions thereof the Hospital may not be required to negotiate with respect thereto.

**XIII.11      Health and Safety**

- (a)
  - (i) The Hospital is responsible for maintaining a healthful and safe work environment to the extent reasonably possible while providing health care services. To this end, the Hospital will comply with all applicable health and safety regulations, including Federal and District of Columbia laws, Department of Consumer and Regulatory Affairs (DCRA) regulations, OSHA requirements, JCAHO standards, the Hazard Communication Standard (Right-to-Know), and recommendations from the Hospital's Safety Committee.
  - (ii) The Hospital will comply with applicable federal and local health and safety laws and requirements. The Hospital's compliance with said laws is not subject to the grievance and arbitration procedures of this Agreement. Provided, however, the Hospital and the Union may waive this exclusion from the grievance and arbitration procedure and agree to process through arbitration a grievance alleging a violation of this section.

- (iii) The Hospital shall have the right to require all employees to undergo vaccinations which in the Hospital's reasonable judgment are necessary for the provision of safe patient care or are required by applicable law or regulation; provided that the Hospital will only require employees to receive influenza vaccinations if they are recommended by the Center for Disease Control and Prevention. The Hospital will provide thirty (30) days' advance notice to the Union of its intent to require vaccinations. An absence that is directly related to a reaction from receiving a mandatory vaccination will not be recorded as leave abuse for purposes of corrective action if the employee provides medical documentation verifying that the absence was directly related to such a reaction.

(b) All protective equipment required by Standard Precautions or other Hospital safety protocols will be provided by the Hospital free of charge to bargaining unit members. The Hospital shall provide bargaining unit members with adequate training on the proper methods and procedures in the use of such protective equipment. While attendance at such training shall be mandatory, the Hospital will make reasonable efforts to provide training on protective equipment on all shifts.

(c) No bargaining unit members shall be required to use hazardous equipment, devices, or materials for which the bargaining unit member is not adequately trained. 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 bargaining unit members 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 Federal or District of Columbia regulatory requirements. Such corrective measures will be reviewed by the Hospital's Safety Committee.

(e) The Hospital shall provide training and education on health and safety for all bargaining unit members. Health and safety policies and procedures, especially those policies and procedures for the reporting of hazards and injuries, shall be readily accessible and all bargaining unit members shall be informed promptly of any updates, revisions or modifications.

(f) The Hospital will maintain procedures to be observed by all bargaining unit members for the reporting of a hazard or potential hazard and any injuries which may be sustained as a result of such hazard. The Hospital shall have the right to update or revise its procedures consistent with operational, safety and business needs. Such procedures shall be readily accessible and all bargaining unit members shall be informed promptly of any updates.

### **XIII.12      Labor Management Committee**

The Hospital and the Union wish to improve communication between Union and Hospital representatives and to study and utilize new and joint approaches to resolving problems. To further these goals, the designated Human Resources representative of the Hospital or his/her designee shall meet on a quarterly basis with the President of the Union or his/her designee.

**XIII.13      Equal Employment Opportunity**

The Hospital and the Union agree to continue existing policies for promoting equal employment opportunity and agree to continue to observe all laws and regulations relating to fair employment practices.

**XIII.14      Job Stewards**

Union stewards shall be designated by the Union and shall be recognized as employee representatives. The names of employees selected as stewards and the names of other Union representatives who may represent employees shall be certified, in writing, to the Hospital by the Union. The Union shall ensure that the certification of authorized Union representatives is current at all times. Only those stewards and other Union representatives who have been so certified shall be recognized by the Hospital as authorized employee representatives.

**XIII.15      Official Communications**

Unless otherwise provided by this Agreement, official communications from the Union to the Hospital shall be directed to the Hospital's designated Human Resources representative unless the Hospital designates some other official for this purpose in a writing submitted to the Union, and official communications from the Hospital to the Union shall be directed to one Union official designated by the Union in a writing submitted to the Hospital's designated Human Resources representative.

**XIII.16      Parking**

(a) The Hospital has the right, in its sole discretion, to establish rates, availability, and other conditions relating to employee parking, and the exercise of this right by the Hospital shall not be subject to the grievance and arbitration procedures of Article XII. Notwithstanding the foregoing, the monthly lease parking rate for employees at 111 Michigan Avenue, N.W. and at other locations will be increased no more than two dollars (\$2.00), effective January 1, 2020; no more than three dollars (\$3.00), effective January 1, 2021; and no more than three dollars (\$3.00), effective January 1, 2022.

(b) Also notwithstanding the foregoing, however:

- (i) Any employee with twenty-five (25) or more years' seniority will not be required to pay any increase in the monthly parking rate which was in effect as of June 8, 2006 (that is, \$49.00), and any employee who attains twenty-five (25) years' seniority during the term of this Agreement will not be required to pay more than the rate in effect at the time the employee attains twenty-five (25) years' seniority;
- (ii) Any employee who is at or above the maximum for the employee's grade on July 1<sup>st</sup> of any year during the term of this Agreement shall not be required to pay any increase in parking during the subsequent twelve months; and

- (iii) Any employee with twenty or more years' seniority as of November 1, 2006 and who, as of that date, was provided parking at 111 Michigan Avenue, N.W., shall be allowed to continue parking at 111 Michigan Avenue, N.W., for the duration of this Agreement. A list of the employees covered by this provision is set forth in Appendix D hereto.

**XIII.17      Meeting Rooms**

Upon written request by the Union Local President to the designated Hospital representative, the Hospital shall designate a room to be allowed the Union for the conduct of Union business if a room is available and its use will not interfere with patient care or the orderly operation of the Hospital.

**XIII.18      Child Care**

If the Hospital makes available child care facilities to its employees during the term of this Agreement, such facilities shall be offered to members of the bargaining unit on terms at least as favorable as the terms afforded to other groups of Hospital employees for use of such facilities.

**XIII.19      Uniforms**

(a) Employees who are required to wear uniforms and to maintain and clean the uniforms shall be paid an additional ten cents (\$.10) per hour, up to a maximum of four dollars (\$4.00) per week. "Uniform," for purposes of this section, shall not include scrubs which employees elect to wear while working.

(b) Any employee who believes that his uniform has been contaminated with hazardous or infectious materials can notify his supervisor and request that the Hospital launder the uniform. A uniform which has, in the Hospital's reasonable judgment, been contaminated with hazardous or infectious materials will be laundered by the Hospital.

(c) The Union shall be notified at least thirty (30) days in advance when a department which as of July 1, 2006, maintains and cleans uniforms will begin requiring employees to maintain and clean uniforms.

**ARTICLE XIV:      NO STRIKES OR LOCKOUTS**

**XIV.01      No Strikes**

For the duration of this Agreement, the Union, its officers, agents, representatives and members shall not in any way, directly or indirectly, authorize, cause, assist, encourage, participate in, ratify or condone any strike, sympathy strike, honoring of a picket line, sit-down, sit-in, slow-down, cessation or stoppage of work, boycotting, picketing or other interference with or interruption of work at any of the Hospital's operations. Inciting or inducing any such activity shall constitute cause for suspension or discharge under this Agreement. In addition to any other liability, remedy or right provided by applicable law or statute, should such a strike, sympathy

strike, honoring of a picket line, sit-down, slow-down, or stoppage of work, boycott, picketing or other interference with or interruption of the operations of the Hospital occur, the Union within twenty-four (24) hours of a request by the Hospital shall:

- (a) Publicly disavow such action by the employees;
- (b) Advise the Hospital in writing that such action by employees has not been called or sanctioned by the Union;
- (c) Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately; and
- (d) Post notices on the Union bulletin boards advising that it disapproves such action.

**XIV.02      No Lockouts**

In consideration of this no-strike pledge by the Union for the duration of this Agreement, the Hospital shall not directly or indirectly lockout its employees.

**XIV.03      Emergency Arbitration Procedure**

In the event of an alleged violation of this Article, the aggrieved party shall not be required to resort to the grievance or arbitration procedures of this Agreement. The aggrieved party may institute special arbitration proceedings regarding such violation by telegraphic notice thereof to the other party and to the Federal Mediation and Conciliation Service, which shall, immediately upon receipt of such telegraphic notice, appoint an arbitrator to hear the matter. The arbitrator shall hold a hearing within forty-eight (48) hours after his appointment, upon e-mail notice to the Hospital and the Union. The fee and other expenses of the arbitrator in connection with this arbitration proceeding shall be shared equally by the Hospital and the Union. The failure of either party or any witness to attend the hearing as scheduled and noticed by the arbitrator shall not delay said hearing, and the arbitrator is authorized to proceed to take evidence and issue an award and order as though such party and/or witness was present. A recording of the proceeding, whether by tape recorder, stenographic or other acceptable means, shall be made but no transcript thereof shall be produced except at the expense of a requesting party. The arbitrator shall have jurisdiction to issue a cease and desist order with respect to such violation and such other relief as he may deem appropriate to promptly terminate such violation. No opinion shall be required by the arbitrator, but only a written award and order, which shall be issued at the hearing, and which shall contain a concise statement of reasons. Such award and order shall be final and binding on the Hospital and the Union, and may be immediately confirmed and specifically enforced by the United States District Court for the District of Columbia, if it has jurisdiction (otherwise by any court of competent jurisdiction) upon the motion, application or petition of the aggrieved party.



**ARTICLE XV:       CHEMICAL SUBSTANCE RELATED IMPAIRMENT**

**XV.01 General**

The parties recognize that health care workers adversely affected by chemical substances (such as alcohol or drugs) represent a threat to the health and safety of not only themselves, but other staff members and patients. Accordingly, measures taken to deal with the problem posed by health care workers adversely affected by chemical substances should provide protection for health care workers as well as promote the safe delivery of health care. An objective of such measures is to present the employee with an opportunity for rehabilitation.

**XV.02 Determination and Response**

(a)     Where the Hospital has reasonable suspicion and objective evidence that an employee is adversely affected by a chemical substance, the Hospital shall have the right to determine the cause, including the right to test for the presence of chemical substances. Reasonable suspicion for purposes of this Article means a belief based upon objective and expressible facts sufficient to lead a prudent person to suspect that drug/alcohol use has occurred or is occurring or that theft or conversion of drugs maintained by the Hospital is occurring or has occurred.

(b)     Where an employee is found to be affected by the use of chemical substances, the Hospital shall have the right to impose discipline, up to and including termination, and/or take other appropriate measures, including monitoring, retesting or referral for counseling and/or treatment.

(c)     If an employee refuses to submit to chemical substance testing at the time the Hospital requests (which request will be made within twenty-four (24) hours of the Hospital having a reasonable suspicion and objective evidence, that is, a belief based upon objective and expressible facts sufficient to lead a prudent person to suspect that drug/alcohol use has occurred or is occurring or that theft or conversion of drugs maintained by the Hospital is occurring or has occurred), or refuses a subsequent referral to the Hospital's existing Employee Assistant Program (EAP), the employee shall be subject to discipline, up to and including immediate termination, pursuant to Article III, Discipline, of this Agreement. Discipline imposed as a result of such refusal is not subject to the grievance and arbitration procedure specified in this Agreement.

**XV.03 Decision to Test**

(a)     The Hospital has developed guidelines to assist managers in making the initial determination that an employee's job performance may be adversely affected by chemical substances and that testing should be conducted. The Hospital shall provide a copy of any modifications to such guidelines to the Union thirty (30) days prior to implementation, and upon the Union's request, the parties will meet and confer about the guidelines. In the event of any modifications, the Hospital shall train managers in the application of the guidelines, and the Hospital shall hold a separate training session for shop stewards.

(b) A manager shall obtain the agreement of the designated Human Resources representative prior to requiring testing. The safety of patients and employees will be a guidepost in the Hospital's course of action.

**XV.04 Pay While Seeking Treatment**

Any employee who is offered and who takes leave to obtain treatment for abuse of chemical substances shall not be paid during the leave period; provided, however, that the employee may choose to use accrued sick leave or accrued annual leave for such leave.

**XV.05 Return to Work**

Any employee who is offered and takes leave for treatment related to chemical substance use/abuse shall provide certification of fitness for duty from the employee's physician prior to returning to work. After the Hospital reviews the employee's physician's certification, the Hospital may require the employee to undergo a fitness for duty examination by a Hospital-selected care provider prior to being allowed to return to work. Any costs associated with a fitness for duty examination with the Hospital's chosen care provider that are beyond those covered by the employee's medical insurance shall be borne by the Hospital.

**ARTICLE XVI: TERM**

**XVI.01 Term**

This Agreement shall be effective as of July 1, 2022 and shall remain in full force and effect through and including June 30, 2025 and from year to year thereafter unless written notice of a desire to modify or terminate this Agreement is given by either party to the other at least ninety (90) days prior to June 30, 2025 or prior to June 30 of any subsequent year.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates indicated.

**CHILDREN'S HOSPITAL**

**SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 722, AFL-CIO**

By: \_\_\_\_\_  
Catherine Codispoti, Executive Vice  
President and Chief People Officer

By: \_\_\_\_\_  
Marshall Jackson, Union Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CHILDREN'S HOSPITAL  
NEGOTIATING TEAM:**

**SEIU LOCAL 722 NEGOTIATING TEAM:**

*Execution Copy*

By: \_\_\_\_\_  
Joseph R. Damato, Counsel

By: \_\_\_\_\_  
Jennifer Cameron

By: \_\_\_\_\_  
Denise Cooper

By: \_\_\_\_\_  
Rodney Eason

By: \_\_\_\_\_  
Maggie Finke

By: \_\_\_\_\_  
Stratos Gonithellis

By: \_\_\_\_\_  
Maggy Li



By: \_\_\_\_\_  
Kyllan, Kershaw, Counsel

By: \_\_\_\_\_  
Jacqueline Newton

By: \_\_\_\_\_  
Michelle Raynor

By: \_\_\_\_\_  
Karanja Smith

By: \_\_\_\_\_  
Erica Samalis

By: \_\_\_\_\_  
Cherise Wilson

By: \_\_\_\_\_  
Michael Jeter, President

By: \_\_\_\_\_  
William C. King, Counsel

By: \_\_\_\_\_  
Orne Banks

By: \_\_\_\_\_  
Gloria Bryant

By: \_\_\_\_\_  
Debra Davis

By: \_\_\_\_\_  
Andrew Harris

By: \_\_\_\_\_  
Karen Johnson

By: \_\_\_\_\_  
Maggie Johnson

By: \_\_\_\_\_  
Ashley Kozlowski

By: \_\_\_\_\_  
Albert Walls

By: \_\_\_\_\_  
James Washington

By: \_\_\_\_\_  
Eden Yacob

**SIDE LETTER NO. 1**

July 1, 2016

Marchel Smiley  
Secretary/Treasurer  
SEIU Local 722  
1673 Columbia Road NW, Suite 100  
Washington, DC 20009-3699

**Re: Montgomery County ROC**

Dear Mr. Smiley:

Service Employees International Union, Local 722 (“the Union”) and Children’s Hospital (“the Hospital”) hereby enter into this Side Letter to their collective bargaining agreement effective from July 1, 2016 through June 30, 2019 (“CBA”). The Parties agree to the following modifications to the CBA for employees at the Montgomery County ROC:

- 1. Leave Abuse, Section 3.06 of the CBA.** Section 3.06 will apply to the Montgomery County ROC employees, including the twelve (12) month “Attendance Period” commencing the first time the employee does not report to work as scheduled or the first time the employee reports to work late after July 7, 2016, and every twelve (12) months thereafter.
- 2. Definition of Seniority, Section 11.01 of the CBA.** The definition of seniority in Section 11.01 shall apply to employees at the Montgomery County ROC.

Sincerely,

By:/s/\_\_\_\_\_  
Darryl Varnado

Executive Vice President and Chief People  
Officer, Children’s Hospital

**SIDE LETTER NO. 2**

July 1, 2022

Marshall Jackson, Union Representative  
SEIU Local 722  
1673 Columbia Road NW, Suite 100  
Washington, DC 20009-3699

**Re: Trainer Pay**

Dear Mr. Jackson:

Service Employees International Union, Local 722 (“the Union”) and Children’s Hospital (“the Hospital”) hereby enter into this Side Letter to their collective bargaining agreement effective from July 1, 2022 through June 30, 2025 (“CBA”). Effective July 1, 2022, the Hospital will provide Trainer Pay to Trauma Technologists, Emergency Services Tech Specialists, and Apheresis Technicians to whom it assigns Trainer duties in accordance with this Side Letter.

**(1) Trauma Technologists**

If the Hospital creates a Trauma Technologist Training Program, Wound Management Workshop, or similar program for non-Hospital employees, Trauma Technologist Trainers will be paid an additional \$2.00/hour for each hour or portion thereof they spend actually performing Trainer duties for non-Hospital employees.

**(2) Emergency Services Tech Specialists**

- Criteria for Determining Whether Trainer Pay is Applicable:
  - Role requires demonstrated mastery of assigned tasks, which is imparted as part of the training
  - Training is part of a program with the length of training time provided to trainee being at least six (6) weeks
- Trainer Duties and Responsibilities:
  - Demonstrate performance of tasks
  - Provide feedback
  - Using a checklist provided by the Hospital, validate and document skills and performance of tasks
- Training Guidelines and Requirements:

- Assignment of new employee to 1:1 relationship with Trainer during “training” period
- Trainer is trained to perform tasks on which training will be provided
- Trainer Selection Criteria:
  - Must have 2 years’ seniority, with 1 year in the Emergency Services Tech Specialist position
  - Is an employee in “good standing” – that is, has received no written corrective action during the prior 12 months
  - Demonstrates proficiencies in the applicable subject matter and in communication skills and customer service
  - Trainers will be chosen by the Hospital from those employees who have volunteered to serve as Trainers, with seniority governing where abilities and proficiencies are equal
- Trainer Pay
  - Employees who serve as Trainers pursuant to this Side Letter will be paid an additional \$2.00/hour for each hour or portion thereof they spend actually performing Trainer duties

**(3) Apheresis Technicians**

- Criteria for Determining Whether Trainer Pay is Applicable:
  - Role requires demonstrated mastery of assigned tasks, which is imparted as part of the training
  - Training pay will be provided when employees are being trained on the following procedures:
    - Therapeutic Apheresis,
    - Hematopoietic Progenitor Cells (HPC) Collection,
    - White Cell Reduction,
    - Therapeutic Plasma Exchange (TPE),

- Granulocyte Collection, and
  - All procedures related to treatment through therapeutic apheresis.
  - Trainer Duties and Responsibilities:
    - Demonstrate performance of tasks
    - Provide feedback
    - Using a checklist provided by the Hospital, document performance of tasks related to each procedure
  - Training Guidelines and Requirements:
    - Trainer is competent to perform the procedures on which training will be provided
  - Trainer Selection Criteria:
    - Must have two (2) years Apheresis experience
    - Is an employee in “good standing” – that is, has received no written corrective action during the prior 12 months
    - Trainers will be chosen by the Hospital from those employees who have volunteered to serve as Trainers, with seniority governing where abilities and proficiencies are equal
  - Trainer Pay
    - Employees who serve as Trainers pursuant to this Side Letter will be paid an additional \$2.00/hour for each hour or portion thereof they spend actually performing Trainer duties
- (4) ECMO Specialists (In ECMO Department)**
- Criteria for Determining Whether Trainer Pay is Applicable:
    - Role requires demonstrated mastery of assigned tasks, which is imparted as part of the training
    - Training is part of a program with the length of training time provided to trainee being at least six (6) weeks
- Trainer Duties and Responsibilities:

- Demonstrate performance of tasks
- Provide feedback
- Using a checklist provided by the Hospital, validate and document skills and performance of tasks
- Training Guidelines and Requirements:
  - Assignment of new employee to 1:1 relationship with Trainer during “training” period
  - Trainer is trained to perform tasks on which training will be provided
- Trainer Selection Criteria:
  - Must have 2 years’ seniority, with 1 year in the Emergency Services Tech Specialist position
  - Is an employee in “good standing” – that is, has received no written corrective action during the prior 12 months
  - Demonstrates proficiencies in the applicable subject matter -- including but not limited to performing TPE and Therapeutic Apheresis -- and in communication skills and customer service
  - Trainers will be chosen by the Hospital from those employees who have volunteered to serve as Trainers, with seniority governing where abilities and proficiencies are equal
- Trainer Pay
  - Employees who serve as Trainers pursuant to this Side Letter will be paid an additional \$2.00/hour for each hour or portion thereof they spend actually performing Trainer duties

In addition to the above, if the Union believes another job classification(s) should also be paid training pay because they provide specialized training to employees over an extended period which training involves criteria, requirements, duties and responsibilities which are equivalent to or substantially the same as those set forth above, the Union may provide written notice to the Hospital of same. In the event the Union provides such notice, the Hospital and the Union thereafter will meet to discuss and attempt to reach agreement on same. Based on the discussions between the Union and the Hospital, the Hospital will decide whether or not to provide training pay to the job classification(s) in the amount set forth in this Side Letter. The terms of this Side



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Letter will be subject to the provisions of the parties' CBA, including but not limited to Section 4.11.

The parties recognize that whether or not to assign Trainer duties is within the discretion of the Hospital.

Other than as specifically provided herein, nothing in this letter shall be deemed in any way to limit the Hospital management's rights specified in the parties' collective bargaining agreement.

This Side Letter will remain in effect for the duration of the parties' collective bargaining agreement covering the period July 1, 2022 through June 30, 2025.

AGREED:

CHILDREN'S HOSPITAL

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 722, AFL-CIO

By: \_\_\_\_\_  
Catherine Codispoti

By: \_\_\_\_\_  
Marshall Jackson

Title: Executive Vice President and Chief  
People Officer

Title: Union Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SIDE LETTER NO. 3**

July 1, 2022

Mr. Marshall Jackson, Union Representative  
SEIU Local 722  
1673 Columbia Road NW, Suite 100  
Washington, DC 20009-3699

Re: Children's Hospital – Market, Equity, and Job Grade Reviews

Dear Mr. Jackson:

Service Employees International Union, Local 722 (“the Union”) and Children’s Hospital (“the Hospital”) hereby enter into this Side Letter to their collective bargaining agreement effective from July 1, 2022 through June 30, 2025 (“CBA”).

The Hospital will perform a market, equity, and job grade review of employees in the job classifications listed below by the corresponding dates listed below. The reviews (a) will take into account the relevant experience of incumbent employees in the classifications to be reviewed relative to the relevant experience of other employees in the same job classifications; (b) will compare the grade placement of the classifications to be reviewed with the grade placement of other Hospital classifications and with the external market; and (c) will include a market analysis of the minimums and maximums for the positions. The Hospital will provide the Union with the results of these reviews and will propose, in light of the circumstances, to implement any market adjustments, equity adjustments, and/or changes in the grades of job classifications that it deems appropriate. Any such adjustments and/or changes are subject to the Union’s agreement.

<b>Job Classification</b>	<b>Review Completion Date</b>
AMBULATORY PATIENT CARE TECHNICIAN	April 1, 2024
CARDIAC SURGERY TECHS	April 1, 2024
CARDIOLOGY TECHS INVASIVE	April 1, 2024
CHARGE REVIEW ASSOCIATE	April 1, 2024
CT TECHS	April 1, 2024
CT TECHS (LEAD)	April 1, 2024
ECHOCARDIOGRAPHY TECHS	April 1, 2024

<b>Job Classification</b>	<b>Review Completion Date</b>
ECHOCARDIOGRAPHY TECHS (SR.)	April 1, 2024
GROUP LEADER DIETARY	April 1, 2024
GROUP LEADER MAILROOM	April 1, 2024
GROUP LEADER SPD	April 1, 2024
IV THERAPY SPECIALIST	April 1, 2024
PATIENT CARE TECHNICIAN	April 1, 2024
POLYSOMNOGRAPHIC TECHS	April 1, 2024
REHABILITATION ASSISTANT	April 1, 2024
SURGICAL POSTING ASSOCIATE	April 1, 2024
SURGICAL SUPPLY ASSISTANT	April 1, 2024
ANESTHESIA TECHS	April 1, 2025
APHERESIS TECH	April 1, 2025
BUILDING MAINTENANCE TECH--CARPENTER	April 1, 2025
CHARGE DATA SPECIALIST	April 1, 2025
ECMO SPECIALIST	April 1, 2025
INTAKE COORDINATOR	April 1, 2025
ORTHOPEDIC TECHS	April 1, 2025
NEURODIAGNOSTIC TECH	April 1, 2025
NEURODIAGNOSTIC TECH (TEAM LEAD)	April 1, 2025
SENIOR NEURODIAGNOSTIC TECH	April 1, 2025
SHIFT ENGINEER	April 1, 2025
TRANSFER COORDINATION SPECIALIST	April 1, 2025
TRANSPORT PARAMEDIC	April 1, 2025

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<b>Job Classification</b>	<b>Review Completion Date</b>
ELECTROPHYSIOLOGY TECHS INVASIVE	April 1, 2025
ELECTROPHYSIOLOGY TECHS NON-INVASIVE	April 1, 2025

Agreed:

CHILDREN'S HOSPITAL

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 722, AFL-CIO

By: \_\_\_\_\_  
Catherine Codispoti

By: \_\_\_\_\_  
Marshall Jackson

Title: Executive Vice President and Chief  
People Officer

Title: Union Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A**

<b>Grade</b>	<b>Job Classification</b>	<b>Minimum Effective 6/26/2022</b>	<b>Maximum Effective 6/26/2022</b>
13	Environ Asst Discharge Team	15.94	30.82
13	Environ Asst General Team	15.94	30.82
13	Food Production Associate I	15.94	30.82
13	Food Service Associate I	15.94	30.82
13	Neurodiagnostic Assistant	15.94	30.82
13	Patient Services Associate	15.94	30.82
13	Sanitation Associate	15.94	30.82
13	Transportation Technician	15.94	30.82
13	Unit Support Associate	15.94	30.82
14	Cashier Food Service	16.36	32.12
14	Environ Asst Grounds Team	16.36	32.12
14	Hospitality Associate	16.36	32.12
14	Pharmacy Messenger	16.36	32.12
15	Dust Ctrl Facilities Main Asst	17.06	33.39
15	Envir Asst Flor/Spec Proj Team	17.06	33.39
15	Food Service Associate II	17.06	33.39
15	Nutrition Associate	17.06	33.39
15	Storeroom Associate	17.06	33.39
16	Ambulatory Patient Care Tech	17.70	34.67
16	Child Care Technician	17.70	34.67
16	Clinic Operations Rep	17.70	34.67
16	Dist/Linen Technician	17.70	34.67
16	IV Therapy Specialist	17.70	34.67
16	Linen Technician	17.70	34.67
16	Nutrition Technician	17.70	34.67
16	Patient Access Rep	17.70	34.67
16	Patient Care Technician	17.70	34.67
16	Patient Services Coordinator	17.70	34.67
16	Rehabilitation Assistant	17.70	34.67
16	Unit Communications Associate	17.70	34.67
17	Equipment Technician	18.43	36.02
17	Group Leader Dietary	18.43	36.02
17	Sr Health Info Mgmt Specialist	18.43	36.02
18	Clinical Lab Support Rep	19.14	37.36
18	Cook	19.14	37.36
18	Messenger/Clerk	19.14	37.36

<b>Grade</b>	<b>Job Classification</b>	<b>Minimum Effective 6/26/2022</b>	<b>Maximum Effective 6/26/2022</b>
18	Perioperative Resource Asst	19.14	37.36
18	Receiving Technician	19.14	37.36
18	Sr Clinic Ops Rep	19.14	37.36
18	Sr Patient Access Rep	19.14	37.36
18	Sterile Processing Tech	19.14	37.36
18	Supply Technician	19.14	37.36
18	Warehouse Technician	19.14	37.36
19	Account Specialist	19.56	38.64
19	Anesthesia Technician I	19.56	38.64
19	Bed Management Specialist	19.56	38.64
19	Reimbursement Associate	19.56	38.64
20	Charge Review Associate	19.95	39.92
20	Decentralized Testing Spec	19.95	39.92
20	Donor Center Associate	19.95	39.92
20	Driver Messenger	19.95	39.92
20	Emergency Services Tech Spec	19.95	39.92
20	Group Leader Mail Room	19.95	39.92
20	Group Leader SPD	19.95	39.92
20	Holter Technician	19.95	39.92
20	Intake Coordinator	19.95	39.92
20	Medical Lab Technician	19.95	39.92
20	OR Control Desk Clerk	19.95	39.92
20	Perioperative Svc Floater	19.95	39.92
20	Pharmacy Technician	19.95	39.92
20	Pharmacy Technician (Night)	19.95	39.92
20	Radiology Resource Assistant	19.95	39.92
20	Surgical Posting Associate	19.95	39.92
20	Surgical Supply Assistant	19.95	39.92
20	Team Lead Clinical Lab Support	19.95	39.92
20	Transfer Coordination Spec	19.95	39.92
21	Anesthesia Technician II	20.92	42.09
21	Dental Assistant-Cert	20.92	42.09
21	Dialysis Technician	20.92	42.09
21	Team Lead Practice Operation	20.92	42.09
22	Apheresis Technician	21.59	42.56
22	Charge Data Specialist	21.59	42.56
22	Donor Center Associate II	21.59	42.56

<b>Grade</b>	<b>Job Classification</b>	<b>Minimum Effective 6/26/2022</b>	<b>Maximum Effective 6/26/2022</b>
22	MPI Technician	21.59	42.56
22	Sr Medical Lab Technician	21.59	42.56
23	Building Maint Tech I	22.32	43.87
23	LPN I	22.32	43.87
23	Orthopedic Technician	22.32	43.87
23	Sr Medical Records Tech	22.32	43.87
24	Biomed Engineering Tech I	23.12	45.39
24	Building Maint Tech II	23.12	45.39
24	Electrician I	23.12	45.39
24	HVACR I	23.12	45.39
24	LPN II	23.12	45.39
24	Plumber I	23.12	45.39
24	Sr Donor Center Associate	23.12	45.39
25	BMT-Locksmith	23.95	47.00
25	Building Maint Tech III	23.95	47.00
25	Building Maint Tech-Carpenter	23.95	47.00
25	Building Maint Tech-Painter	23.95	47.00
25	Transport Team Paramedic	23.95	47.00
26	Biomed Engineering Tech II	24.80	48.66
26	Team Lead Construction	24.80	48.66
27	Biomed Engineering Tech III	25.67	50.35
27	Neurodiagnostic Technologist	25.67	50.35
27	Shift Engineer	25.67	50.35
28	Electrician II	26.55	52.12
28	Plumber II	26.55	52.12
29	Polysomnographic Technologist	27.48	53.95
29	Sr Neurodiagnostic Tech	27.48	53.95
30	Bldg Automation Systems Spec	29.11	57.19
30	Electrician III	29.11	57.19
30	HVACR II	29.11	57.19
30	Plumber III	29.11	57.19
31	GI Procedure Technologist	30.55	60.62
31	HVACR III	30.55	60.62
31	Surgical Technologist	30.55	60.62
31	Team Lead Neurodiagnostic	30.55	60.62
32	Radiologic Technologist	32.09	63.64
32	Trauma Technologist	32.09	63.64

<b>Grade</b>	<b>Job Classification</b>	<b>Minimum Effective 6/26/2022</b>	<b>Maximum Effective 6/26/2022</b>
33	Team Lead HVACR	33.68	66.83
34	Lead Radiologic Technologist	35.38	70.17
34	Pulmonary Diagnostics RCP I	35.38	70.17
34	RCP Level I	35.38	70.17
35	Cardiac Surgical Technologist	36.81	72.99
35	Electrophysi Technol Non Invas	36.81	72.99
36	CT Technologist	38.28	75.91
36	Diagnostic Imaging Technol	38.28	75.91
36	Interventional Radiologic Tech	38.28	75.91
36	Pulmonary Diagnostics RCP II	38.28	75.91
36	RCP Level II	38.28	75.91
37	Cardio Technologist Invasive	39.81	78.95
37	MRI Technologist	39.81	78.95
37	Nuclear Med/Pet Technologist	39.81	78.95
37	Pulmonary Diagnostics RCP III	39.81	78.95
37	RCP Level III	39.81	78.95
37	Ultrasound Technologist	39.81	78.95
38	Echocardiography Technologist	41.41	82.10
38	Lead CT Technologist	41.41	82.10
38	Lead Interventional Rad Tech	41.41	82.10
38	Ultrasound & Vascular Tech	41.41	82.10
39	Lead MRI Technologist	43.06	85.39
39	Lead Nuclear Med/Pet Tech	43.06	85.39
39	Lead Ultrasound Technologist	43.06	85.39
39	RCP Level IV	43.06	85.39
40	ECMO Specialist-RT	44.78	88.80
40	Electrophysio Technol Invasive	44.78	88.80
40	Lead Ultrasound & Vasc Tech	44.78	88.80
40	Sr Echocardiography Technol	44.78	88.80



**APPENDIX B**

<b>Grade</b>	<b>Job Classification</b>	<b>Minimum Effective FFPP After 7/1/2023</b>	<b>Maximum Effective FFPP After 7/1/2023</b>
13	Environ Asst Discharge Team	16.42	31.74
13	Environ Asst General Team	16.42	31.74
13	Food Production Associate I	16.42	31.74
13	Food Service Associate I	16.42	31.74
13	Neurodiagnostic Assistant	16.42	31.74
13	Patient Services Associate	16.42	31.74
13	Sanitation Associate	16.42	31.74
13	Transportation Technician	16.42	31.74
13	Unit Support Associate	16.42	31.74
14	Cashier Food Service	16.85	33.08
14	Environ Asst Grounds Team	16.85	33.08
14	Hospitality Associate	16.85	33.08
14	Pharmacy Messenger	16.85	33.08
15	Dust Ctrl Facilities Main Asst	17.57	34.39
15	Envir Asst Flor/Spec Proj Team	17.57	34.39
15	Food Service Associate II	17.57	34.39
15	Nutrition Associate	17.57	34.39
15	Storeroom Associate	17.57	34.39
16	Ambulatory Patient Care Tech	18.23	35.71
16	Child Care Technician	18.23	35.71
16	Clinic Operations Rep	18.23	35.71
16	Dist/Linen Technician	18.23	35.71
16	IV Therapy Specialist	18.23	35.71
16	Linen Technician	18.23	35.71
16	Nutrition Technician	18.23	35.71
16	Patient Access Rep	18.23	35.71
16	Patient Care Technician	18.23	35.71
16	Patient Services Coordinator	18.23	35.71
16	Rehabilitation Assistant	18.23	35.71
16	Unit Communications Associate	18.23	35.71
17	Equipment Technician	18.98	37.10
17	Group Leader Dietary	18.98	37.10
17	Sr Health Info Mgmt Specialist	18.98	37.10
18	Clinical Lab Support Rep	19.71	38.48
18	Cook	19.71	38.48

<b>Grade</b>	<b>Job Classification</b>	<b>Minimum Effective FFPP After 7/1/2023</b>	<b>Maximum Effective FFPP After 7/1/2023</b>
18	Messenger/Clerk	19.71	38.48
18	Perioperative Resource Asst	19.71	38.48
18	Receiving Technician	19.71	38.48
18	Sr Clinic Ops Rep	19.71	38.48
18	Sr Patient Access Rep	19.71	38.48
18	Sterile Processing Tech	19.71	38.48
18	Supply Technician	19.71	38.48
18	Warehouse Technician	19.71	38.48
19	Account Specialist	20.15	39.80
19	Anesthesia Technician I	20.15	39.80
19	Bed Management Specialist	20.15	39.80
19	Reimbursement Associate	20.15	39.80
20	Charge Review Associate	20.55	41.12
20	Decentralized Testing Spec	20.55	41.12
20	Donor Center Associate	20.55	41.12
20	Driver Messenger	20.55	41.12
20	Emergency Services Tech Spec	20.55	41.12
20	Group Leader Mail Room	20.55	41.12
20	Group Leader SPD	20.55	41.12
20	Holter Technician	20.55	41.12
20	Intake Coordinator	20.55	41.12
20	Medical Lab Technician	20.55	41.12
20	OR Control Desk Clerk	20.55	41.12
20	Perioperative Svc Floater	20.55	41.12
20	Pharmacy Technician	20.55	41.12
20	Pharmacy Technician (Night)	20.55	41.12
20	Radiology Resource Assistant	20.55	41.12
20	Surgical Posting Associate	20.55	41.12
20	Surgical Supply Assistant	20.55	41.12
20	Team Lead Clinical Lab Support	20.55	41.12
20	Transfer Coordination Spec	20.55	41.12
21	Anesthesia Technician II	21.55	43.35
21	Dental Assistant-Cert	21.55	43.35
21	Dialysis Technician	21.55	43.35
21	Team Lead Practice Operation	21.55	43.35
22	Apheresis Technician	22.24	43.84
22	Charge Data Specialist	22.24	43.84

<b>Grade</b>	<b>Job Classification</b>	<b>Minimum Effective FFPP After 7/1/2023</b>	<b>Maximum Effective FFPP After 7/1/2023</b>
22	Donor Center Associate II	22.24	43.84
22	MPI Technician	22.24	43.84
22	Sr Medical Lab Technician	22.24	43.84
23	Building Maint Tech I	22.99	45.19
23	LPN I	22.99	45.19
23	Orthopedic Technician	22.99	45.19
23	Sr Medical Records Tech	22.99	45.19
24	Biomed Engineering Tech I	23.81	46.75
24	Building Maint Tech II	23.81	46.75
24	Electrician I	23.81	46.75
24	HVACR I	23.81	46.75
24	LPN II	23.81	46.75
24	Plumber I	23.81	46.75
24	Sr Donor Center Associate	23.81	46.75
25	BMT-Locksmith	24.67	48.41
25	Building Maint Tech III	24.67	48.41
25	Building Maint Tech-Carpenter	24.67	48.41
25	Building Maint Tech-Painter	24.67	48.41
25	Transport Team Paramedic	24.67	48.41
26	Biomed Engineering Tech II	25.54	50.12
26	Team Lead Construction	25.54	50.12
27	Biomed Engineering Tech III	26.44	51.86
27	Neurodiagnostic Technologist	26.44	51.86
27	Shift Engineer	26.44	51.86
28	Electrician II	27.35	53.68
28	Plumber II	27.35	53.68
29	Polysomnographic Technologist	28.30	55.57
29	Sr Neurodiagnostic Tech	28.30	55.57
30	Bldg Automation Systems Spec	29.98	58.91
30	Electrician III	29.98	58.91
30	HVACR II	29.98	58.91
30	Plumber III	29.98	58.91
31	GI Procedure Technologist	31.47	62.44
31	HVACR III	31.47	62.44
31	Surgical Technologist	31.47	62.44
31	Team Lead Neurodiagnostic	31.47	62.44
32	Radiologic Technologist	33.05	65.55

<b>Grade</b>	<b>Job Classification</b>	<b>Minimum Effective FFPP After 7/1/2023</b>	<b>Maximum Effective FFPP After 7/1/2023</b>
32	Trauma Technologist	33.05	65.55
33	Team Lead HVACR	34.69	68.83
34	Lead Radiologic Technologist	36.44	72.28
34	Pulmonary Diagnostics RCP I	36.44	72.28
34	RCP Level I	36.44	72.28
35	Cardiac Surgical Technologist	37.91	75.18
35	Electrophysi Technol Non Invas	37.91	75.18
36	CT Technologist	39.43	78.19
36	Diagnostic Imaging Technol	39.43	78.19
36	Interventional Radiologic Tech	39.43	78.19
36	Pulmonary Diagnostics RCP II	39.43	78.19
36	RCP Level II	39.43	78.19
37	Cardio Technologist Invasive	41.00	81.31
37	MRI Technologist	41.00	81.31
37	Nuclear Med/Pet Technologist	41.00	81.31
37	Pulmonary Diagnostics RCP III	41.00	81.31
37	RCP Level III	41.00	81.31
37	Ultrasound Technologist	41.00	81.31
38	Echocardiography Technologist	42.65	84.57
38	Lead CT Technologist	42.65	84.57
38	Lead Interventional Rad Tech	42.65	84.57
38	Ultrasound & Vascular Tech	42.65	84.57
39	Lead MRI Technologist	44.35	87.95
39	Lead Nuclear Med/Pet Tech	44.35	87.95
39	Lead Ultrasound Technologist	44.35	87.95
39	RCP Level IV	44.35	87.95
40	ECMO Specialist-RT	46.12	91.47
40	Electrophysio Technol Invasive	46.12	91.47
40	Lead Ultrasound & Vasc Tech	46.12	91.47
40	Sr Echocardiography Technol	46.12	91.47

**APPENDIX C**

<b>Grade</b>	<b>Job Classification</b>	<b>Minimum Effective FFPP After 7/1/2024</b>	<b>Maximum Effective FFPP After 7/1/2024</b>
13	Environ Asst Discharge Team	16.91	32.69
13	Environ Asst General Team	16.91	32.69
13	Food Production Associate I	16.91	32.69
13	Food Service Associate I	16.91	32.69
13	Neurodiagnostic Assistant	16.91	32.69
13	Patient Services Associate	16.91	32.69
13	Sanitation Associate	16.91	32.69
13	Transportation Technician	16.91	32.69
13	Unit Support Associate	16.91	32.69
14	Cashier Food Service	17.36	34.07
14	Environ Asst Grounds Team	17.36	34.07
14	Hospitality Associate	17.36	34.07
14	Pharmacy Messenger	17.36	34.07
15	Dust Ctrl Facilities Main Asst	18.10	35.42
15	Envir Asst Flor/Spec Proj Team	18.10	35.42
15	Food Service Associate II	18.10	35.42
15	Nutrition Associate	18.10	35.42
15	Storeroom Associate	18.10	35.42
16	Ambulatory Patient Care Tech	18.78	36.78
16	Child Care Technician	18.78	36.78
16	Clinic Operations Rep	18.78	36.78
16	Dist/Linen Technician	18.78	36.78
16	IV Therapy Specialist	18.78	36.78
16	Linen Technician	18.78	36.78
16	Nutrition Technician	18.78	36.78
16	Patient Access Rep	18.78	36.78
16	Patient Care Technician	18.78	36.78
16	Patient Services Coordinator	18.78	36.78
16	Rehabilitation Assistant	18.78	36.78
16	Unit Communications Associate	18.78	36.78
17	Equipment Technician	19.55	38.21
17	Group Leader Dietary	19.55	38.21
17	Sr Health Info Mgmt Specialist	19.55	38.21
18	Clinical Lab Support Rep	20.30	39.63
18	Cook	20.30	39.63

<b>Grade</b>	<b>Job Classification</b>	<b>Minimum Effective FFPP After 7/1/2024</b>	<b>Maximum Effective FFPP After 7/1/2024</b>
18	Messenger/Clerk	20.30	39.63
18	Perioperative Resource Asst	20.30	39.63
18	Receiving Technician	20.30	39.63
18	Sr Clinic Ops Rep	20.30	39.63
18	Sr Patient Access Rep	20.30	39.63
18	Sterile Processing Tech	20.30	39.63
18	Supply Technician	20.30	39.63
18	Warehouse Technician	20.30	39.63
19	Account Specialist	20.75	40.99
19	Anesthesia Technician I	20.75	40.99
19	Bed Management Specialist	20.75	40.99
19	Reimbursement Associate	20.75	40.99
20	Charge Review Associate	21.17	42.35
20	Decentralized Testing Spec	21.17	42.35
20	Donor Center Associate	21.17	42.35
20	Driver Messenger	21.17	42.35
20	Emergency Services Tech Spec	21.17	42.35
20	Group Leader Mail Room	21.17	42.35
20	Group Leader SPD	21.17	42.35
20	Holter Technician	21.17	42.35
20	Intake Coordinator	21.17	42.35
20	Medical Lab Technician	21.17	42.35
20	OR Control Desk Clerk	21.17	42.35
20	Perioperative Svc Floater	21.17	42.35
20	Pharmacy Technician	21.17	42.35
20	Pharmacy Technician (Night)	21.17	42.35
20	Radiology Resource Assistant	21.17	42.35
20	Surgical Posting Associate	21.17	42.35
20	Surgical Supply Assistant	21.17	42.35
20	Team Lead Clinical Lab Support	21.17	42.35
20	Transfer Coordination Spec	21.17	42.35
21	Anesthesia Technician II	22.20	44.65
21	Dental Assistant-Cert	22.20	44.65
21	Dialysis Technician	22.20	44.65
21	Team Lead Practice Operation	22.20	44.65
22	Apheresis Technician	22.91	45.16
22	Charge Data Specialist	22.91	45.16

<b>Grade</b>	<b>Job Classification</b>	<b>Minimum Effective FFPP After 7/1/2024</b>	<b>Maximum Effective FFPP After 7/1/2024</b>
22	Donor Center Associate II	22.91	45.16
22	MPI Technician	22.91	45.16
22	Sr Medical Lab Technician	22.91	45.16
23	Building Maint Tech I	23.68	46.55
23	LPN I	23.68	46.55
23	Orthopedic Technician	23.68	46.55
23	Sr Medical Records Tech	23.68	46.55
24	Biomed Engineering Tech I	24.52	48.15
24	Building Maint Tech II	24.52	48.15
24	Electrician I	24.52	48.15
24	HVACR I	24.52	48.15
24	LPN II	24.52	48.15
24	Plumber I	24.52	48.15
24	Sr Donor Center Associate	24.52	48.15
25	BMT-Locksmith	25.41	49.86
25	Building Maint Tech III	25.41	49.86
25	Building Maint Tech-Carpenter	25.41	49.86
25	Building Maint Tech-Painter	25.41	49.86
25	Transport Team Paramedic	25.41	49.86
26	Biomed Engineering Tech II	26.31	51.62
26	Team Lead Construction	26.31	51.62
27	Biomed Engineering Tech III	27.23	53.42
27	Neurodiagnostic Technologist	27.23	53.42
27	Shift Engineer	27.23	53.42
28	Electrician II	28.17	55.29
28	Plumber II	28.17	55.29
29	Polysomnographic Technologist	29.15	57.24
29	Sr Neurodiagnostic Tech	29.15	57.24
30	Bldg Automation Systems Spec	30.88	60.68
30	Electrician III	30.88	60.68
30	HVACR II	30.88	60.68
30	Plumber III	30.88	60.68
31	GI Procedure Technologist	32.41	64.31
31	HVACR III	32.41	64.31
31	Surgical Technologist	32.41	64.31
31	Team Lead Neurodiagnostic	32.41	64.31
32	Radiologic Technologist	34.04	67.52

<b>Grade</b>	<b>Job Classification</b>	<b>Minimum Effective FFPP After 7/1/2024</b>	<b>Maximum Effective FFPP After 7/1/2024</b>
32	Trauma Technologist	34.04	67.52
33	Team Lead HVACR	35.73	70.89
34	Lead Radiologic Technologist	37.53	74.45
34	Pulmonary Diagnostics RCP I	37.53	74.45
34	RCP Level I	37.53	74.45
35	Cardiac Surgical Technologist	39.05	77.44
35	Electrophysi Technol Non Invas	39.05	77.44
36	CT Technologist	40.61	80.54
36	Diagnostic Imaging Technol	40.61	80.54
36	Interventional Radiologic Tech	40.61	80.54
36	Pulmonary Diagnostics RCP II	40.61	80.54
36	RCP Level II	40.61	80.54
37	Cardio Technologist Invasive	42.23	83.75
37	MRI Technologist	42.23	83.75
37	Nuclear Med/Pet Technologist	42.23	83.75
37	Pulmonary Diagnostics RCP III	42.23	83.75
37	RCP Level III	42.23	83.75
37	Ultrasound Technologist	42.23	83.75
38	Echocardiography Technologist	43.93	87.11
38	Lead CT Technologist	43.93	87.11
38	Lead Interventional Rad Tech	43.93	87.11
38	Ultrasound & Vascular Tech	43.93	87.11
39	Lead MRI Technologist	45.68	90.59
39	Lead Nuclear Med/Pet Tech	45.68	90.59
39	Lead Ultrasound Technologist	45.68	90.59
39	RCP Level IV	45.68	90.59
40	ECMO Specialist-RT	47.50	94.21
40	Electrophysio Technol Invasive	47.50	94.21
40	Lead Ultrasound & Vasc Tech	47.50	94.21
40	Sr Echocardiography Technol	47.50	94.21



**APPENDIX D**

The following employees had twenty (20) or more years' seniority and were provided parking at 111 Michigan Ave NW as of November 1, 2006.

<b>Last Name</b>	<b>First Name</b>
BAILEY	GERALENE
BALLARD	CRAIG CLIFFORD
BARNES	PAULINE
BASKIN	DOROTHY
BATENGA	OLIVA GARCIA
BELCHER	MICHAEL
BELL	PATRICIA ANN
BLOUNT	LOUISE
BOYD	SHARON
BRANNON	JACQUELYN
BRYANT	GLORIA CHARLENE
COOPER JR	JACKIE
ENNIS	MADIE GRACE
FRANKLIN	JANIE
GATES	LAURA
GRAHAM	BARBARA ANN
GREENE	MARGARET
GUTIERREZ	CYNTHIA
HAIZLIP	GINA
HARRISON	TIMOTHY

<b>Last Name</b>	<b>First Name</b>
HODGE	SELTON LEE
HOLDER	ANNE
HOSKINS	WANDA
HOWARD	BRENDA
HUGH	NERISSA
KLINE	LARRY MARTIN
LANCASTER	RHONDA
LITTLE	BRUCE
LOCKHART	HELEN
MALCOLM	LOVERN
MARKHAM	MARGARET
MARTIN	KATHERINE
MARTIN	ERNITA
MASSIP	TANA
MCCARTY	JOEL
MULLIS	JAMES
MURPHY	KIMBERLYN
NOWLIN	TONY
PANDYA	NAYAN AMBALAL
PATRICK	ELIZABETH
PRUE	RONALD
REBOLO	LINDA
SAUMWEBER	ROSEMARY

<b>Last Name</b>	<b>First Name</b>
SMALL	BETTY
SMITH	HYWANDA
TAYLOR	BRIGETTE
THOMAS	BABU
THOMAS	JOSEPH
TOLENTINO	ZENAIDA
WALKER	LUCILLE OUTRAM
WILLIAMS	VERA LEOLA
WILLIAMS	MARY
WILLIAMS	CAROLYN
WILSON	DELORES
WILSON	LOUISE
WILSON	KEVIN
WRIGHT	SHERON
WYATT	MARY ANN