

CHILDREN'S HOSPITAL

PROPOSALS FOR A NEW COLLECTIVE BARGAINING AGREEMENT

WITH

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 722, AFL-CIO*

April 10, 2025

**The Hospital reserves the right to modify, add to and/or withdraw these proposals, in whole or part, during the course of the Parties' negotiations consistent with the Parties' Expedited Negotiations Agreement. Any Article, Side Letter or Appendix which the Hospital does not propose to change will remain the same.*

UPDATE NO. 1

AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of July ~~2022~~**2025**, 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:

NOTE: THE FORGOING IS AN UPDATE

UPDATE NO. 2 AND PROPOSAL NO. 1

ARTICLE I: RECOGNITION, UNIT AND CHECKOFF

1.01 Union Recognition

The Hospital recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment of those employees of the Hospital in the units described in section 1.02.

1.02 Bargaining Units

(a) The employees of the Hospital covered by this Agreement are limited to the employees in the following units and none other:

- (i) All permanent, full-time employees and regularly scheduled part-time employees (defined as those who are regularly scheduled to work 20 or more hours per workweek) employed by the Hospital at its Washington, D.C. location in a service or maintenance category as certified by the National Labor Relations Board in Case No 5-RC-10034; and all permanent, full-time employees and regularly scheduled part-time employees (defined as those who are regularly scheduled to work 20 or more hours per workweek) employed by the Hospital at its Washington, D.C. location as a Licensed Practical Nurse and/or in a technical category as certified by the National Labor Relations Board in Case No. 5-RC-10333; but excluding, in both instances, all professional employees, guards and supervisors as defined by the National Labor Relations Act, as amended, part-time employees who work less than 20 hours per workweek, temporary employees, and all other employees. The job classifications in the bargaining units are listed in Appendices A, B, and C attached hereto.
- (ii) As specified in the March 14, 2001 Recognition and Neutrality Agreement between the Hospital and the Union, all permanent, full-time employees and regularly scheduled part-time employees (defined as those who are regularly scheduled to work 20 or more hours per workweek) employed by the Hospital at its Washington, D.C. location in the positions of Clinical Operations Representative II, Senior Clinical Operations Representative, Patient Registration/Admissions Representative, Senior Patient Registration/Admissions Representative and AST Specialist, but excluding Clinical Operations Representative II and Senior Clinical Operations Representative in the Dentistry Department and Clinical Operations

Representatives and Senior Registration/Admissions Representatives who spend a majority of 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 **and October 6, 2022** Recognition and Neutrality Agreements 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 **Prince George'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, **Ambulatory Patient Care Technician and Clinical Lab Support Representative.**
- (v) **As specified in the October 6, 2022 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 Anacostia primary care clinic at 2101 Martin Luther King, Jr., Ave. S.E., Washington DC 20020: Ambulatory Patient Care Technician, Clinical Operations Representative, Senior Clinical Operations Representative, and Licensed Practical Nurse.**

NOTE: THE FORGOING IS AN UPDATE

(b) Employees who are assigned primarily to and spend a majority of their work time at a facility other than the Hospital's main location at 111 Michigan Avenue, N.W. or its Comp

Care, Adams Morgan, or Montgomery County ROC satellite facilities are not part of the bargaining units represented by the Union and are not covered by this Agreement. Effective October 1, 2010 and on a quarterly basis thereafter, the Hospital will provide the Union with a list of such employees (and their job classifications) working in job classifications covered by this Agreement who also worked at the Hospital's main location at 111 Michigan Avenue, N.W.

(c) Employees of new business ventures involving the Hospital -- including but not limited to joint ventures such as the joint venture entered into between the Hospital and Shady Grove Adventist Hospital or other ventures created as a result of acquisitions or mergers -- are not part of the bargaining units represented by the Union and are not covered by this Agreement. Any decision by the Hospital to enter into or establish such new business ventures shall be considered a managerial decision not subject to bargaining or negotiation under the National Labor Relations Act regardless of whether the new business venture offers patient care services similar to or the same as those offered by the Hospital. Provided, however, this subsection does not diminish the Union's rights under Section 13.09 of this Agreement.

(d) Subject to 1.02(c), if the Hospital transfers a function or department that includes employees in a job classification covered by this Agreement from 111 Michigan Avenue, N.W. to another location, such job classification(s) at the other location will be covered by this Agreement; provided, however, that this will not operate to extend the Agreement to positions or employees not transferred from 111 Michigan Avenue, N.W.

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1.05 Dues Check-Off

(a) 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. **For ease of administration by the Hospital, dues will be in flat amounts (e.g., \$40.00) for full-time employees and part-time employees as defined in Section 1.09 of this Agreement.**

(b) 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.

(c) 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.

(d) 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.

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PROPOSAL NO. 2

ARTICLE II: MANAGEMENT RIGHTS

2.01 Hospital Rights

(a) All management rights, functions and responsibilities which are not specifically restricted or limited by a specific provision of this Agreement are retained and remain vested exclusively in the Hospital. The Hospital shall have the right and responsibility in its sole discretion to generally manage the Hospital to attain and maintain full operating efficiency and optimum patient care without regard to any past practice or condition. Without limiting in any way the generality of the foregoing but merely by way of illustration, the Hospital shall have the right to hire and determine qualifications for new employees; the right to determine staffing for any unit or department and the right to transfer employees from one department 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); **the right to move, combine, consolidate or close facilities or operations, in whole or part;** 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.

NOTE: THE FORGOING IS FOR CLARIFICATION ONLY

(b) **Limitation on Grievances**

The exercise by the Hospital of the rights reserved by this Article shall not be subject to the grievance and arbitration provisions of this Agreement except when the Hospital's action is contrary to a specific provision of the Agreement.

2.02 Subcontracting

The Hospital recognizes the Union's desire to perform all work covered under this Agreement and will make sincere efforts toward maintaining bargaining unit work. Without in any way restricting the Hospital's rights set forth in section 2.01, including the right to subcontract, or subjecting the exercise of any of those rights to the provisions of Article XII, when the Hospital contemplates or plans on using outside contractors to perform work traditionally performed by bargaining unit members, the Hospital shall notify the Union of these plans at least sixty (60) days prior to implementation of the subcontracting. Upon request, the Hospital shall meet with the appropriate Union representatives and provide a clear description of all the work that the Hospital is considering subcontracting, including its rationales for subcontracting the work. The Union will be given fifteen (15) days from the date on which the Hospital notified the Union of its plan to subcontract to propose alternatives for continued use of bargaining unit members. If the Hospital determines that it is unwilling to adopt any alternative(s) proposed by the Union, the Hospital retains the right to subcontract the work. The Hospital will, however, provide the Union with the reasons for its decision within ten (10) days of the date on which the Union proposed its alternatives.

PROPOSAL NO. 3

ARTICLE III: DISCIPLINE

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3.06 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 **or who leave without informing and obtaining the approval of their manager or supervisor** 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.

3.07 Make-up-Up of for 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.

UPDATE NOS. 3, 4 AND 5 AND PROPOSAL NO. 4

ARTICLE IV: HOURS AND WAGES

4.01 Workweek

The normal workweek shall be consistent with the employee's "full-time equivalent" ("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.

NOTE: THE FOREGOING IS FOR CLARIFICATION ONLY

Absent unusual circumstances, the employer shall have the right, upon at least thirty (30) days written notice to the Union, and after offering to the Union the opportunity to meet on this subject, to change the workday and workweek accordingly.

Work schedules shall be posted and made available at least two (2) weeks in advance provided, however, work schedules may be exclusively posted electronically if computers are readily accessible. The Hospital shall provide the Union with a list of departments where work schedules are posted exclusively electronically. Overtime will be assigned in accordance with section 4.05 only after posting of the schedule. Any change in such schedules will require the Hospital to provide as much advance notice to the affected employees as may be practicable.

4.02 Weekends

(a) Excluding those employees who are scheduled to work solely on weekends, when circumstances permit, and when patient care will not be adversely affected, the Hospital will make every reasonable effort to avoid scheduling employees to work on consecutive weekends. For purposes of determining whether an employee has been off for a "weekend," it shall be defined as "Friday and Saturday," "Saturday and Sunday," or "Sunday and Monday."

(b) The parties agree to create a joint Weekend Scheduling Advisory Committee to discuss and develop mutually agreeable solutions to issues and concerns related to weekend scheduling. The Committee will meet monthly and will be composed of three (3) union representatives and three (3) Hospital representatives.

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

4.03 Rest Period

Each employee shall be entitled to two fifteen (15) minute rest periods during the regularly scheduled eight (8) hour shift (one such break if scheduled for less than eight (8) hours). The Hospital shall have the sole right in its discretion to schedule rest periods, including the right to schedule one such break contiguous to a thirty (30) minute meal period. An employee shall be paid (at his regular rate) for missed rest periods only when a rest period cannot be given to an employee because it would interfere with optimum patient care or efficient hospital operations. Rest periods may not be aggregated or accumulated, even if missed.

4.04 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.~~

NOTE: THE FOREGOING IS AN UPDATE

(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~~**2025**. 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~~**2025**. 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~~**2025**.

(32) 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~~**2026**. 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~~**2026**. 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~~**2026**.

(43) 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~~**2027**.

(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.~~

NOTE: THE FOREGOING IS AN UPDATE

4.05 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.

4.06 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.

4.07 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.

4.08 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.

4.09 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.

NOTE: THE FOREGOING IS AN UPDATE

4.10 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.

(c) The severance payments set forth in this Section 4.10 will not apply in the event of a sale of all or part of the Hospital's operations.

NOTE: THE FOREGOING IS FOR CLARIFICATION ONLY

4.11 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.

4.12 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.

4.13 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 H	\$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.~~

NOTE: THE FOREGOING IS AN UPDATE

4.1413 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.

PROPOSAL NOS. 5 AND 6

ARTICLE VI: LEAVE OF ABSENCE

6.01 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.~~

(iviii) 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.

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NOTE: THE HOSPITAL PROPOSES THAT THE PROCESS SET FORTH IN PARAGRAPH 1(A) OF THE JUNE 17, 2014 SETTLEMENT AGREEMENT ENTERED INTO BY THE HOSPITAL AND THE UNION, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A, WILL BE OF NO FURTHER FORCE AND NO LONGER BE IN EFFECT AFTER JUNE 30, 2025.

UPDATE NO. 6

ARTICLE VIII: SICK LEAVE

8.01 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 **or for other purposes as required by law**. 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.

NOTE: THE FOREGOING IS AN UPDATE

8.02 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 **or as otherwise required by applicable law**. 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.

NOTE: THE FOREGOING IS AN UPDATE

8.03 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.

8.04 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.

8.05 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.

8.06 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.

PROPOSAL NO. 7

ARTICLE X: BENEFITS

10.1 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.

10.2 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.

10.3 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.

10.4 401(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 **five percent** (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.

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UPDATE NO. 7

ARTICLE XI: SENIORITY

11.01 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.

11.02 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.

11.03 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.

11.04 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.

11.05 Superseniority

In the event of a reduction in force, nineteen (19) shop stewards, who have been previously identified in writing by the President of the Union, shall be the last employees separated from their respective job classification at the facility where the reduction in force is occurring, provided they have the qualifications and ability to perform the available work.

11.06 Job Placement

In the event of a reduction in force in a job classification or the abolishment of a job classification, the Hospital will make every reasonable effort to place the employee involved in any existing vacant bargaining unit job for which they are qualified, and, in the event two or more such employees are so qualified, such placement shall be on the basis of seniority.

11.07 Notice of Layoffs and Abolishment of Positions

The Union and Hospital recognize that, in the event of a reduction in force, they have a responsibility to work cooperatively to minimize the adverse impact on affected employees. Should the Hospital determine that it is not possible to avert a reduction in force, the Union and affected employees shall be given no less than thirty (30) days' notice prior to layoffs. After notice has been given, the Union and the Hospital will upon request enter into discussions regarding the affected employees and the impact of the layoff on the remaining bargaining unit personnel.

NOTE: THE FOREGOING IS AN UPDATE. SECTIONS 11.05 – 11.07 WERE MISTAKENLY OMITTED FROM THE 2022-2025 CONTRACT

PROPOSAL NO. 8

ARTICLE XII: GRIEVANCE AND ARBITRATION

12.01 Grievance Defined

A grievance shall be defined as any dispute or disagreement between the parties over the interpretation or application of any specific provision of the Agreement which is not specifically exempted from the provisions of this Article.

12.02 Grievance Procedure

(a) 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.

(b) **Grievances submitted pursuant to 12.02(a) will include the following information: (i) The name of the grievant(s); (ii) the provision(s) of this Agreement allegedly violated; (iii) witnesses; and (iv) the specific terms of the remedy sought. If a grievance does not contain this information, it will be of no force and effect and the Hospital need not respond to it.**

(c) 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.

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

12.03 Time Limits and Procedural Conditions

For purposes of this Article and throughout this Agreement, working days shall be Monday through Friday, excluding Saturdays, Sundays and holidays. Whenever a party has the right or is required to take some action within a prescribed period after the service of a response or other paper upon him, the period shall begin to run from the date of the postmark upon the notice or other paper if mailed, or from the day of actual service or notice if hand-delivered, e-mailed, or provided in person. Any time limit provided in this Article may in an individual case be extended by a written agreement signed by duly authorized representatives of the parties, but neither party shall be obligated in any way to grant such an extension. All grievances not filed or processed in strict accordance with the time limits and procedures set forth in this Article shall be deemed abandoned without regard to any excuse therefor, and no arbitration shall be required or had thereon.

12.04 Selection of Arbitrator

The parties agree on a panel of 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.

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PROPOSAL NO. 9

ARTICLE XIII: MISCELLANEOUS

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13.16 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.~~ **charged the lowest rate applicable to any group of non-management, non-supervisory employees for each location, including 111 Michigan Avenue, N.W.**

(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 1st 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.

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UPDATE NO. 8

ARTICLE XVI: TERM

16.01 Term

This Agreement shall be effective as of July 1, ~~2022-2025~~ and shall remain in full force and effect through and including June 30, ~~2025-2028~~ 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, ~~2025-2028~~ 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 Codisposi~~ **Gina Cronin**,
Executive Vice President and Chief
People Officer

By: _____
Marshall Jackson, Union Representative

Date: _____

Date: _____

**CHILDREN'S HOSPITAL
NEGOTIATING TEAM:**

**SEIU LOCAL 722 NEGOTIATING
TEAM:**

By: _____
Joseph R. Damato, Counsel

By: _____
Michael Jeter, President

By: _____
Michael Berkheimer, Counsel

By: _____
William C. King, Counsel

By: _____
Lauren Antlitz

By: _____
Orne Banks

By: _____
_____ Jennifer Cameron _____

By: _____
Gloria Bryant

By: _____
Denise Cooper

By: _____
Debra Davis

By: _____
Rodney Eason

By: _____
Andrew Harris

By: _____
Maggie Finke

By: _____
Karen Johnson

By: _____
Fairon Fitzhugh

By: _____
Maggie Johnson

By: _____
Stratos Gonithellis

By: _____
Ashley Kozlowski

By: _____
~~Maggy Li~~ **Yvonne Marante**

By: _____
Albert Walls

By: _____
~~Kyllan, Kershaw~~ **Nikki Perry**

By: _____
James Washington

By: _____
~~Jacqueline Newton~~ **Rose Marie Plessinger**

By: _____
Eden Yacob

By: _____
~~Michelle Rayno~~ Erica Samalis

By: _____
~~Karanja Smith~~ **Rusty Siedschlag**

By: _____
Rosemary Szeles

By: _____
~~Cherise Wilson~~

UPDATE NO. 9

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.

Last Name	First Name
BAILEY	GERAELNE
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

Last Name	First Name
HAIZLIP	GINA
HARRISON	TIMOTHY
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

Last Name	First Name
PRUE	RONALD
REBOLO	LINDA
SAUMWEBER	ROSEMARY
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

PROPOSAL NO. 6 (Cont'd)

EXHIBIT A

June 17, 2014

SETTLEMENT AGREEMENT AND GENERAL RELEASE

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

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

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

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

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

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

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

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

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

June 17, 2014

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

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

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

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

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

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

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

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

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

CHILDREN'S HOSPITAL

**SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 722**

By: _____

By: Marcel Smiley

Title: _____

Title: _____

Date: _____

Date: June 18, 2014

111 Michigan Avenue, NW
 Washington, DC 20010-2970
 ChildrensNational.org

[INSERT DATE]

Name:
 Address:
 Address:

Dear [INSERT NAME]:

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

Respectfully,

Denise Cooper

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

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

Employee Name

Employee Signature

Date