

## **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. *[AGREED 4/29/25]*

### **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 two~~ **and one half percent (2.504.0%)** 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 three~~ **hundred fifty** dollars (~~\$250~~**300.00**), 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~~ **and fifty** dollars (~~\$125~~**150.00**), 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~~ **one and one-half percent (3.01.50%)** 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~~**three hundred** dollars (~~\$250~~**300.00**), 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 ~~fifty twenty-five dollars (\$125150.00)~~, 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 one and one-half percent (1.503.0%)~~ 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~~**2026** and July 1, ~~2024~~**2027**, 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. **[AGREED 4/29/25]**

**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) For purposes of the severance payments set forth in this Section 4.10, a sale of all or part of the Hospital's operations will not be considered an employment termination. [AGREED 5/29/25]**

**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 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.~~  
**[AGREED 4/29/25]**

**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.

## ARTICLE V: PAID LEAVE

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### 5.05 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.

(i) 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/apprenticeship 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. **As part of this effort, the Hospital will, no later than February 1, 2026, implement training or apprenticeship activities designed to (i) support filling unfilled PCT openings and (ii) facilitate the movement of PCTs to positions in higher pay grades.** The Committee may recommend programs to be wholly or partially funded by the Hospital.

(ii) During the term of this Agreement, the Hospital will provide up to fifty thousand dollars (\$50,000) to fund programs recommended by the Committee **including to support the PCT activities described in Section 5.05(d)(i) above**; provided, however, that no more than twenty thousand dollars (\$20,000) will be provided to fund such programs **and activities** 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.

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**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)~~ **Six (6)** 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.

**NOTE: THE ABOVE COUNTER IS CONTINGENT ON THE PARTIES' REACHING AGREEMENT ON THE HOSPITAL'S FMLA SETTLEMENT AGREEMENT PROPOSAL**

- (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.

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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. OTHERWISE, THE JUNE 17, 2014 SETTLEMENT AGREEMENT WILL BE CONSIDERED VOID AS OF SEPTEMBER 1, 2025.**

**NOTE: WITH AGREEMENT ON THE ELIMINATION OF THE JUNE 17, 2014 SETTLEMENT AGREEMENT, (I) THE HOSPITAL REPRESENTS THAT IT WILL PROVIDE THE UNION WITH AT LEAST TEN (10) DAYS' NOTICE OF THE REVISION TO ITS FMLA POLICY IN LIGHT OF THE ELIMINATION OF THE SETTLEMENT AGREEMENT AND (II) THE HOSPITAL'S FMLA POLICY WILL NOT REQUIRE EMPLOYEES TO SPEAK WITH MORE THAN TWO (2) HOSPITAL REPRESENTATIVES AND/OR AGENTS WHEN USING PREVIOUSLY APPROVED FMLA-COVERED INTERMITTENT LEAVE**

## ARTICLE IX: VACATION

### 9.01 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.

### 9.02 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 Per Pay Period
0-5	0.03850462
Over 5-10	0.0577
Over 10-15	0.0770
Over 15	0.0962

### 9.03 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

**NOTE: THE INCREASE IN THE ACCRUAL RATE FOR EMPLOYEES WITH 0-5 YEARS' TENURE WILL BE INCREASED EFFECTIVE \_\_\_\_\_, 2026**

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## 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

(a) 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~~ **Plan** a ~~flat amount (e.g., \$200)~~ or a percentage (e.g., 1, 2, 3, 4, or 5%) **of their compensation**, 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. **[AGREED 5/29/25]**

**(b) Notwithstanding 10.4(a) above, the Hospital will not eliminate the option of employees contributing to the 401(k) Plan in a flat amount prior to January 1, 2026. [AGREED 5/29/25]**

**(c) Should during the term of this Agreement the Hospital implement automatic enrollment in the 401(k) Plan, the following will apply: [AGREED 5/29/25]**

**(i) Incumbent employees who have not elected to contribute to the 401(k) Plan will not be required to contribute to the 401(k) Plan if the Hospital adds an auto-enrollment feature to the 401(k) plan unless auto-enrollment for all employees is required by applicable law or regulations; [AGREED 5/29/25]**

**(ii) Newly hired employees will be eligible to opt out of contributing to the Plan prior to when any contribution is deducted from their pay as long as they opt out within the then required time period governing same. [AGREED 5/29/25]**

**(d) 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. [AGREED 5/29/25]**

\* \* \* \*

#### **10.09 Separation Benefit**

**The Hospital will offer the following separation payment to bargaining unit employees who as of May 1, 2026 have thirty (30) or more years of service with the Hospital and voluntarily terminate their employment effective during the thirty (30)-day period commencing July 1, 2026 and ending on July 31, 2026:**

- (i) Full-time employees shall receive a lump sum separation payment in the amount of four thousand dollars (\$4,000), less applicable deductions and withholdings; and**
- (ii) Regularly scheduled part-time employees shall receive a lump sum separation payment on a pro-rata basis, less applicable deductions and withholdings.**

**Employees who leave the Hospital's employ pursuant to this provision and who receive the separation payment set forth above shall not be eligible for reemployment with the Hospital and will not apply for re-employment. [AGREED 6/10/25]**



## ARTICLE XIII: MISCELLANEOUS

\* \* \* \*

**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 ~~four two dollars (\$4.00)~~(\$2.00), effective January 1, ~~2020~~2026; no more than ~~three dollars (\$3.00)~~, effective January 1, ~~2021~~2027; and no more than ~~three-four dollars (\$4.00)~~(\$3.00), effective January 1, ~~2022~~2028. ~~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 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.

**13.17 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.

**13.18 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.

**13.19 Uniforms**

(a) Employees who are required to wear uniforms and to maintain and clean the uniforms shall be paid an additional ~~ten-fifteen~~ cents (\$.1015) per hour, up to a maximum of ~~four~~ **six** dollars (\$4.006.00) per week. "Uniform," for purposes of this section, shall not include scrubs which employees elect to wear while working. *[AGREED 6/10/25]*

(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 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 Codispoti~~ **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**~~

**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
ECHOCARDIOGRAPHY TECHS (SR.)	April 1, 2024

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

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

**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, 2025

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 which is effective from July 1, 2025 through June 30, 2028 (“CBA”).

The Hospital will perform a market, equity, and job grade review of employees in the job classifications listed below by the corresponding dates. The reviews will (a) 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) 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) 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.

<u>Job Classification</u>	<u>Review Completion Date</u>
Cardiac Surgical Technologist	October 1, 2025
CT Technologist	October 1, 2025
Diagnostic Imaging Technol	October 1, 2025
Dist/Linen Technician	October 1, 2025
Dust Ctrl Facilities Main Asst	October 1, 2025
Echocardiography Technologist	October 1, 2025

<b><u>Job Classification</u></b>	<b><u>Review Completion Date</u></b>
<b>Environmental Asst /Spec Project Team</b>	<b>October 1, 2025</b>
<b>Environ Asst Discharge Team</b>	<b>October 1, 2025</b>
<b>Environ Asst General Team</b>	<b>October 1, 2025</b>
<b>Environ Asst Grounds Team</b>	<b>October 1, 2025</b>
<b>Fetal Cardiac Sonographer</b>	<b>October 1, 2025</b>
<b>GI Procedure Technologist</b>	<b>October 1, 2025</b>
<b>Group Leader SPD</b>	<b>October 1, 2025</b>
<b>Interventional Radiologic Tech</b>	<b>October 1, 2025</b>
<b>Lead CT Technologist</b>	<b>October 1, 2025</b>
<b>Lead Diagnostic Imaging Tech</b>	<b>October 1, 2025</b>
<b>Lead Interventional Rad Tech</b>	<b>October 1, 2025</b>
<b>Lead MRI Technologist</b>	<b>October 1, 2025</b>
<b>Lead Nuclear Med/Pet Tech</b>	<b>October 1, 2025</b>
<b>Lead Radiologic Technologist</b>	<b>October 1, 2025</b>
<b>Lead Ultrasound &amp; Vascular Tech</b>	<b>October 1, 2025</b>
<b>Lead Ultrasound Technologist</b>	<b>October 1, 2025</b>
<b>Linen Technician</b>	<b>October 1, 2025</b>
<b>LPN I</b>	<b>October 1, 2025</b>
<b>LPN II</b>	<b>October 1, 2025</b>
<b>MRI Technologist</b>	<b>October 1, 2025</b>
<b>Neurodiagnostic Assistant</b>	<b>October 1, 2025</b>
<b>Nuclear Med/Pet Technologist</b>	<b>October 1, 2025</b>
<b>OR Control Desk Clerk</b>	<b>October 1, 2025</b>



<b><u>Job Classification</u></b>	<b><u>Review Completion Date</u></b>
<b>Perioperative Resource Asst</b>	<b>October 1, 2025</b>
<b>Perioperative Svc Floater</b>	<b>October 1, 2025</b>
<b>Pulmonary Diagnostics RCP I</b>	<b>October 1, 2025</b>
<b>Pulmonary Diagnostics RCP II</b>	<b>October 1, 2025</b>
<b>Pulmonary Diagnostics RCP III</b>	<b>October 1, 2025</b>
<b>Radiologic Technologist</b>	<b>October 1, 2025</b>
<b>Radiology Resource Assistant</b>	<b>October 1, 2025</b>
<b>RCP Level I</b>	<b>October 1, 2025</b>
<b>RCP Level II</b>	<b>October 1, 2025</b>
<b>RCP Level III</b>	<b>October 1, 2025</b>
<b>RCP Level IV</b>	<b>October 1, 2025</b>
<b>Respiratory Care Assistant</b>	<b>October 1, 2025</b>
<b>Sr Echocardiography Technol</b>	<b>October 1, 2025</b>
<b>Sterile Processing Tech</b>	<b>October 1, 2025</b>
<b>Surgical Posting Associate</b>	<b>October 1, 2025</b>
<b>Surgical Supply Assistant</b>	<b>October 1, 2025</b>
<b>Surgical Technologist</b>	<b>October 1, 2025</b>
<b>Ultrasound &amp; Vascular Tech</b>	<b>October 1, 2025</b>
<b>Ultrasound Technologist</b>	<b>October 1, 2025</b>
<b>Emergency Services Tech Specialist</b>	<b>July 1, 2026</b>
<b>Dental Assistant-Cert</b>	<b>July 1, 2026</b>
<b>Donor Center Associate</b>	<b>July 1, 2026</b>
<b>Donor Center Associate II</b>	<b>July 1, 2026</b>

<b><u>Job Classification</u></b>	<b><u>Review Completion Date</u></b>
<b>Medical Lab Technician</b>	<b>July 1, 2026</b>
<b>Sr Donor Center Associate</b>	<b>July 1, 2026</b>
<b>Sr Medical Lab Technician</b>	<b>July 1, 2026</b>
<b>Trauma Technologist</b>	<b>July 1, 2026</b>

**Agreed:****CHILDREN'S HOSPITAL****SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 722, AFL-CIO**By: \_\_\_\_\_  
**Gina Cronin**By: \_\_\_\_\_  
**Marshall Jackson****Title: Chief People Officer****Title: Union Representative**

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

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

**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 employee's 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: Marchel Smiley

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

Date: June 18, 2014

16954117

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

