

COLLECTIVE BARGAINING AGREEMENT

by and between

WASHINGTON HOSPITAL CENTER

and

SERVICE EMPLOYEES INTERNATIONAL UNION,

LOCAL 722

Term of Agreement

October 6, 2008

through

October 5, 2011

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THIS AGREEMENT, effective as of October 6, 2008, is made and entered into by and between the WASHINGTON HOSPITAL CENTER, party of the first part and hereinafter referred to as the "Hospital", and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 722, party of the second part and 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 that this Agreement 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 promptly and peacefully resolve all disputes and differences between the parties, and to set forth herein their agreement covering rates of pay, hours of work and conditions of employment,

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

ARTICLE I
UNION RECOGNITION, UNIT AND PROBATIONARY PERIOD

1.1. 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 listed in 1.2 of this Article.

1.2. Bargaining Unit: Those employees covered by this Agreement are limited to the following employees of the Hospital, and none other:

All permanent, full-time employees (defined as those who fill a permanent position, work on a regularly scheduled basis, and work at least forty (40) hours per week or eighty (80) hours per pay period, denominated as "PF") and all permanent, part-time eligible employees (defined as those who fill a permanent position, work on a regularly scheduled basis, and work at least twenty (20) hours but less than forty (40) hours per week, or at least forty (40) hours but less than eighty (80) hours per pay period, denominated as "PE") in the job classifications attached to the Certifications of Representative issued by the National Labor Relations Board on March 31, 1975 under Case No. 5-RC-9214, and on May 16, 1975 under Case No. 5-RC-9293, and any newly created job classifications similar to, or related to, such classifications similar to, or related to, such classifications and appropriate for inclusion in the unit, but excluding all professional employees, guards and supervisors as

defined in the National Labor Relations Act, as amended, part-time employees who work less than twenty (20) hours per week or less than forty (40) hours per pay period, temporary employees defined as those who fill a temporary position and normally will not work beyond the probationary period, whether full-time or part-time temporary, and all other employees.

1.3. Probationary Employees:

(a) All employees newly hired or rehired after termination of their seniority, either prior to or after the date of this Agreement, shall be considered probationary employees until completion of ninety (90) days of employment. When a newly hired or rehired employee fills a job classification which requires a training program, the probationary period shall be automatically extended by an amount of time equal to the length of that training period. During the probationary period a probationary employee will not be covered by any of the terms and conditions of this Agreement and may be discharged by the Hospital with or without cause.

(b) The Hospital has the unilateral right to extend the probationary period for up to an additional thirty (30) days for newly hired or rehired employees. The Union shall be notified of such extension and be informed as to the length of such extension.

(c) If an employee is promoted or transfers to another job, that employee shall also be considered an "on trial" employee for the first ninety (90) days of service in the

new promoted or transferred job. The Hospital has the unilateral right to extend the “on trial” period for up to an additional thirty (30) days for employees who have been transferred or promoted. The Hospital shall inform the employee and the Union of such extension, the length of the extension, and the reason(s) for the extension, in writing. If during the original or extended “on trial” period the employee’s job performance does not meet the Hospital’s expectations, the Hospital shall:

(1) Return the employee to the former position if it is available; or

(2) If the employee’s former position is not available, place the employee in any other available position comparable to the position occupied prior to the promotion or transfer and to the salary in effect prior to the promotion or transfer, and such employee shall not suffer any loss in pay as compared to the wage rate for the job held prior to the promotion or transfer. “Comparable” as used herein, refers to a job which is the same status (full-time or part-time eligible), grade and step, and requires the same or similar skills, functions or abilities to perform the duties and functions of the job; it shall not refer to the same shift as the employee’s prior job. If the employee is placed in a comparable job, but, during the “on trial” period, his performance still fails to meet the Hospital’s expectations, the Hospital shall have no further obligation to place the employee and the employment relationship shall terminate.

If the employee is placed in a comparable job, the employee shall be permitted once and only once during the term of this Agreement to transfer to any other job for which he is qualified, notwithstanding the Hospital's eligibility requirement set forth in Article 8.2(c).

1.4. Union Shop: It shall be a condition of employment that all employees of the Hospital covered by this Agreement who are members of the Union in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth day following the beginning of such employment become and remain members in good standing of the Union.

Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment; provided, however, that such employee shall, as a condition of his or her employment, in lieu of the payment of periodic dues and initiation fees to the Union, pay sums equal to such dues and initiation fees to any nonreligious charitable fund which is exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code.

If such employee, who holds conscientious objections pursuant to this 1.4, requests the Union to use the grievance or arbitration procedures contained in Article IX or X of this Agreement on his behalf, the Union is authorized to charge the employee the reasonable costs thereof. The Union specifically reserves all rights it has at law to charge an employee for the use of the grievance or arbitration provisions of this Agreement. The Union also reserves the right to establish and enforce policy and procedures for the implementation of such legal rights.

1.5. Membership Defined: For the purposes of this Article, an employee shall be considered a member of the Union in good standing if he tenders the periodic dues and initiation fees uniformly required as a condition of acquiring or maintaining membership in the Union. An employee who fails to join the Union or maintain membership in good standing as defined herein, shall, within twenty (20) calendar days following receipt of a written demand from the Union to the Hospital requesting his discharge, be discharged if, during such period, the required dues and initiation fees have not been tendered.

1.6. (a) Dues Check-off: Upon written authorization from the employee on a form agreed to between the Hospital and the duly designated officer of the Union, consistent with applicable law, the Hospital shall deduct any initiation fee and the monthly Union dues imposed by the Union from the pay of the employee. The Union dues shall be deducted on the first pay day of each month. The first dues check-off from an employee's pay shall be made on the first pay day of the month following receipt by the

Hospital of the check-off authorization, provided the Hospital receives such authorization no later than the Tuesday of the second week of the payroll period from which the initial deduction is to be made. If such authorization is received by the Hospital after the Tuesday of the second week of the payroll period, then the first dues check-off from an employee's pay shall be made on the first pay day of the second month following receipt by the Hospital of the authorization. Dues deductions shall not be retroactive. Such deductions shall be remitted to the Union within seven (7) calendar days after the pay day on which the deductions are made. The Hospital shall furnish the Union with a record of each such deduction, showing the amount thereof and the employee from whose wages such deduction was made.

(b) SEIU Local 722 Committee on Political Education (COPE): Upon written authorization from the employee on a form agreed to between the Hospital and the duly designated officer of the Union and upon agreement between the Hospital and the Union of a reasonable cost that the Union shall pay the Hospital for administering the payroll deductions described herein, and consistent with applicable law, the Hospital shall deduct SEIU Local 722 Committee on Political Education (COPE) contributions from the pay of employees. Employees' decisions whether to authorize COPE contribution deductions shall be completely voluntary, and the authorization forms shall explicitly state that this decision is voluntary. The COPE contributions shall be deducted on the first pay day of each month. The first COPE contribution deduction from

an employee's pay shall be made on the first pay day of the month following receipt by the Hospital of the written authorization, provided the Hospital receives such authorization no later than the Tuesday of the second week of the payroll period from which the initial deduction is to be made. If such authorization is received by the Hospital after the Tuesday of the second week of the payroll period, then the first COPE contribution deduction from an employee's pay shall be made on the first pay day of the second month following receipt by the Hospital of the authorization. COPE contribution deductions shall not be retroactive. Such deductions shall be remitted to SEIU Local 722 within seven (7) calendar days after the pay day on which the deductions are made. The Hospital shall furnish the Union with a record of each such deduction, showing the amount thereof and the employee from whose wages such deduction was made.

(c) Employee Data: The Hospital shall provide the Union with the names of all bargaining unit employees, their addresses, department name, job title, and the date of hire and upon written request, copies of written rules and regulations promulgated under 2.1 of this Agreement. The Hospital shall provide the Union quarterly with an up-to-date list of Department Heads and non-bargaining unit supervisors who are supervisors within the meaning of 2(11) of the National Labor Relations Act.

1.7. Check-off Waiver: The Hospital shall be relieved from making check-off deductions and COPE contribution deductions upon an employee's (A) termination of employment, or (B) transfer to a job outside the bargaining

unit, or (C) layoff from work, or (D) an authorized leave of absence, or (E) exercise of his or her rights to revoke check-off authorization, in accordance with applicable law, the initial determination of which shall be made by the Union, or (F) exercise of his or her rights to revoke COPE contributions at any time.

1.8. Hospital Indemnification: It is expressly understood that the Hospital shall assume no liability in connection with the voluntary deductions of employees' dues and/or COPE contributions, and the Union agrees that it shall indemnify and hold the Hospital harmless against any and all claims, demands, suits, grievances, arbitrations, awards, attachments or other proceedings, including the costs of defending against any such actions, that shall arise out of or by reason of any action taken by the Hospital for the purpose of complying with 1.6(a) and/or 1.6(b).

1.9. Orientation of New Employees: During the course of any employment orientation program for new bargaining unit employees, a representative of the Union shall, upon request, be provided ample opportunity to address such new employees, provided that this provision does not preclude the Hospital from addressing employees concerning the same subject.

1.10. Volunteers: The Hospital may continue to utilize volunteers on the same basis and to the same extent it was customarily doing as of the effective date of this Agreement.

1.11. Office Space: The Hospital shall provide to the Union, during the term of this Agreement, a secure office in the East Building for the exclusive use of the Union, subject to the normal rules and limitations governing the use of office space at the Hospital and the terms of a lease agreement that shall be executed by the parties. The office will be provided at a fair market rate determined by a third party who is mutually selected by the parties. The office shall be equipped with a telephone with local calling service, but the costs of telephone service shall be paid by the Union. The Hospital shall not be responsible for any injury or loss to any person or property relating to the use of the office.

ARTICLE II **MANAGEMENT RIGHTS**

2.1. All management functions, rights and responsibilities which the Hospital has not modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Hospital. Such functions, rights and responsibilities of management include, but are not limited to, the right to make or change Hospital rules, regulations, policies and practices not inconsistent with the terms of the Agreement and to promulgate, modify, distribute and enforce reasonable rules of employee conduct and manuals of operating procedures; to transfer work and to subcontract all or any portion of the work now or hereafter done by the employees covered hereby; and to generally manage the Hospital to attain and maintain full operating efficiency and optimum patient care. Those unwritten past practices and working conditions which

restrict management's functions, as defined in this Article, may be changed in the sole discretion of the Hospital, should these changes contribute to the efficient operation of the Hospital.

Notwithstanding the Hospital's right to transfer work and to subcontract all or any portion of the work now or hereafter done by bargaining unit members, as provided in this Article 2.1, the Hospital recognizes the Union's desire to perform all work covered under this Agreement and will make sincere efforts toward that goal. When the Hospital contemplates or plans on using outside contractors to perform work traditionally performed by bargaining unit members, the Hospital will notify the Union of these plans fifty-five (55) days prior to the planned implementation. Upon request, the Hospital will meet with appropriate Union representatives and provide a clear description of all work that the Hospital is considering subcontracting, including the rationales for subcontracting work. The Union will be given fifteen (15) days from the date on which the Hospital notified the Union of its plans to subcontract to propose alternatives for continued use of bargaining unit employees. If, for any reason, the Hospital determines that it is unwilling to adopt any alternative(s) proposed by the Union, the Hospital retains the right to transfer work and to subcontract all or any portion of the work now or hereafter done by bargaining unit employees. The Hospital will, however, provide the Union with the reasons for its decision within ten (10) days of the date on which the Union proposed its alternatives.

ARTICLE III

DISCIPLINE AND DISCHARGE

3.1. Causes for Discharge and/or Discipline: The Hospital shall have the right to discharge, suspend or discipline any employee for just cause. Discipline will be administered within ten (10) working days of the date on which the immediate supervisor became aware (or the immediate supervisor should have become aware) of the conduct upon which the discipline is based, provided that this period will be extended when circumstances beyond the Hospital's control make it impossible to administer discipline within ten days. When an extension of the 10-day period is necessary, the Hospital will give the Union prompt written notice of the circumstances necessitating the extension. An employee terminated by the Hospital shall be given two (2) weeks' notice of termination or, at the Hospital's option, two (2) weeks' pay in lieu of such notice; provided further, that if the employee is discharged for abandonment of position, for a gross violation of Hospital rules and regulations or misconduct, or after application of the progressive discipline process specified in Section 3.2(a) where a majority of the offenses relate to attendance, neither notice nor pay in lieu of notice need be given to the employee.

In the event of a suspension or discharge, the Hospital shall also provide the employee with a written notification of the reasons for the suspension or discharge within forty-eight (48) hours of the notification to the employee of the disciplinary action. Nothing in this 3.1 shall preclude the Hospital from utilizing (either at any

stage of the grievance procedure or at arbitration) any evidence of misconduct other than given pursuant to this 3.1, provided, however, that all reasons for the disciplinary action taken against an employee shall be made known in writing to the Union no later than fifteen (15) calendar days prior to the scheduled date of arbitration.

3.2. (a) Progressive Discipline: Except for offenses enumerated below or offenses constituting gross misconduct, the Hospital shall follow a system of progressive discipline as follows:

First offense: written warning

Second offense: suspension

Third offense: discharge

Progressive discipline does not relate solely to each particular offense, but includes progressive discipline for any combination of offenses. In other words, a second offense shall subject the employee to suspension, whether or not it is for the same offense as the first violation; similarly, a third offense shall subject the employee to discharge, whether or not it is for the same or a different offense as the first or second violations. An offense shall be active for not more than eighteen (18) full months from the date of occurrence. Documents relating to offenses which are more than eighteen (18) full months old shall be removed from the employee's official personnel folder and placed in an inactive folder to be used only for judicial and administrative agency proceedings and in arbitration cases.

The Hospital shall not be required to follow a system of progressive discipline for any offense that constitutes gross misconduct or for any of the following offenses: failure to render service to any patient if such service is within the normal and usual scope of such employee's duties, or is required by reason of an emergency related to the patient; abusive treatment of patients; soliciting tips or gratuities; material misrepresentation on an employee's application; possession of weapons on the premises; possession or use of alcoholic beverages, narcotics, other controlled substances, the illegal use of prescribed medications, reporting to work in an impaired condition or drunkenness on the premises; willful destruction of property; punching other employees' time cards or falsifying employee's own time card or time card of another employee; job incompetence which presents a risk to patients or seriously undermines Hospital efficiency; failure to report an accident in which the employee was involved; physical assaults during working hours or on Hospital premises; recklessness while on duty resulting in serious accident; gross insubordination or other serious misconduct; stealing or committing any other illegal action on or to the Hospital's property or to the property of patients, visitors, or other Hospital employees or against any patient, visitor, or other Hospital employee; repeated refusal to follow a supervisor's reasonable instructions; willful abuse of the Hospital's equipment; conviction of any crime involving moral turpitude during the employee's term of employment; divulging confidential information about patients or employees; falsifying records, reports or information; abandonment of position (absence without

prior approval of the Department Head for two (2) or more working days and failure to notify the Department Head of reasons for such absence); unauthorized absence from assigned work area, including failure to return from authorized breaks in a timely manner; discourteous behavior towards a patient or visitor; entering an unauthorized area without proper cause; unreasonably interfering with the work performance of another employee; intentionally wasting materials; or gambling on Hospital property. A discharge, suspension or other disciplinary action based upon any of the above enumerated conduct shall be subject to grievance and arbitration for the purpose of determining whether or not an employee actually committed the act cited or whether the punishment applied was appropriate in light of the facts of the case. The arbitrator shall not consider the failure of a patient, visitor or employee witness to appear at a hearing as prejudicial. The term "patient" is defined as those seeking care or treatment at the Washington Hospital Center, its clinics or emergency rooms, and those seeking admission, as well as those already admitted.

Any counseling activities or conference reports are not subject to the grievance and arbitration procedures. Counseling activities and/or conference reports are not a prerequisite to utilization of the progressive discipline system. Conference reports will not be maintained in an employee's official personnel file.

(b) Presence of Shop Steward: The Hospital recognizes the right of an employee, to the extent required by law, to have a shop steward present when he is being

questioned in connection with any investigation which may result in the discharge or discipline of that employee.

ARTICLE IV
WAGES, HOURS AND OVERTIME

4.1. Wages: (a) The wages shall be as shown in Schedule "A" attached hereto and made a part of this Agreement. It is agreed that the cost of board, lodging or other facilities that the Hospital furnishes to its employees covered by this Agreement shall not be included as part of such employees' wages and therefore shall not be included in the regular rate for calculating overtime pay.

Effective September 28, 2008, each employee covered by this Agreement, except as noted below, shall receive a four percent (4.0%) increase in his base hourly rate.

Effective October 11, 2009, each employee covered by this Agreement, except as noted below, shall receive a three percent (3%) increase in his base hourly rate.

Effective October 10, 2010, each employee covered by this Agreement who has completed less than fifteen (15) years of employment, except as noted below, shall receive a three percent (3%) increase in his base hourly rate.

Effective October 10, 2010, each employee covered by this Agreement who has completed fifteen (15) or more years of employment, except as noted below, shall receive a four percent (4.0%) increase in his base hourly rate.

If any of the base hourly rate percentage increases set forth above would put an employee above the job grade maximum, the employee's new base hourly rate shall be the job grade maximum, and the employee shall receive as a bonus the difference between the stated percentage increase and the percentage increase needed to take the employee's base hourly rate to the job grade maximum, multiplied by 2088 hours for full-time employees and 1044 hours for part-time employees.

The bonuses provided above shall be payable only to employees who are on active status on the date when the bonus is due, except that employees on statutory leaves of absence shall receive the bonus upon return to active status. The bonus payable to employees on statutory leaves of absence shall be based on their pre-leave status.

The minimum and maximum of each pay range will increase by the 4.0% and 3.0% at the time of the general wage increases in 2008 and 2009, respectively. The minimum of each pay range will increase by 3% and the maximum of each pay range will increase by 4% at the time of the general wage increases in 2010.

If an employee is promoted to a higher grade, the employee shall receive an hourly increase of at least 4% of his current hourly rate or the minimum hourly rate for the new grade, whichever is greater, up to the maximum hourly rate for the new grade. The Hospital may grant the employee a higher hourly increase.

(b) Patient Satisfaction Improvement Bonus:

(i) In March 2010, each eligible employee (as specified in subsection (iii) below) shall receive as a bonus one percent (1%) of his base hourly rate multiplied by 2080 hours for full-time employees and 1040 hours for part-time employees if an agreed-upon measurable improvement in patient satisfaction is achieved for calendar year 2009. Between the effective date of this Agreement and December 31, 2008, the Hospital and the Union will form a working group consisting of three (3) representatives chosen by the Union and three (3) representatives chosen by the Hospital which, during such time period, will meet, discuss, and mutually agree upon (1) the criteria that will be used to measure improvement in patient satisfaction for purposes of this subsection; and (2) the measure of improvement in patient satisfaction that will result in payment of the bonus for calendar year 2009. The parties agree that questions from Hospital Consumer Assessment of Healthcare Providers and Systems (HCAHPS), as may be supplemented by mutual agreement of the parties, will be utilized in measuring patient satisfaction.

(ii) In March 2011, each eligible employee (as specified in subsection (iii) below) shall receive as a bonus one percent (1%) of his base hourly rate multiplied by 2080 hours for full-time employees and 1040 hours for part-time employees if an agreed-upon measurable improvement in patient satisfaction is achieved for calendar year 2010. By February 28,

2010, the parties will meet, discuss, and mutually agree upon the criteria that will be used to measure improvement in patient satisfaction and the measure of improvement in patient satisfaction that will result in payment of the bonus for calendar year 2010.

(iii) The bonus provided in this subsection shall be payable only to employees who have been continuously employed by the Hospital for the entire 2009 calendar year for the March 2010 bonus and for the entire 2010 calendar year for the March 2011 bonus and who are on active status on the date when the bonus is paid out, except that employees on statutory leaves of absence shall receive the bonus upon return to active status. The bonus payable to employees on statutory leaves of absence shall be based on their pre-leave status.

4.2. Hours: The normal work week shall consist of five (5) days of eight (8) hours each, totaling forty (40) hours per week, exclusive of meal periods, with two (2) days off each week whenever possible. Because the Hospital must provide continuous patient care twenty-four (24) hours a day, certain employees may normally be scheduled to work more than forty (40) regular hours in one (1) week and less than forty (40) regular hours in another week of the same pay period. Nothing in this Agreement shall be construed as a guarantee by the Hospital of hours worked per day, per week, or per year. The Hospital retains the authority to prescribe assignments, hours and tours of duty to insure adequate professional care and treatment to patients, subject only to

the rights of Nursing Unit employees, as described in FMCS Case No. 81K16890, No. 82K/27856, and No. 84K/00665, who have been continuously employed in a position since at least January 1, 1977. Employees shall report dressed and ready for work at their job location and quit work at their job location at the time designated by the Hospital as the beginning and end of their regular work day, unless expressly assigned to overtime or call-out work by the Hospital or in the event their shift relief (in case of shift workers) fails to report for work at the job location.

4.3. Posted Schedules and Available Shifts:

(a) Departments that regularly post schedules will strive to post the schedule at least two (2) weeks prior to the start of the schedule.

(b) An employee may request a copy of a posted schedule; such requests shall not be unreasonably denied.

(c) While each employee is responsible for regularly reviewing and being familiar with the posted schedules of the department in which the employee works, the Hospital will provide employees with reasonable advance notice of a change in a posted schedule.

(d) While recognizing that the primary shift (e.g., primarily working days or primarily working days and nights, etc.) that an employee is required to work can be changed based on the Hospital's operational needs, when a primary shift becomes available, the availability of the

shift will be communicated in writing to employees in the same department, same job code and same status (i.e., full-time and part-time eligible). Any such employee who is interested in the available primary shift must submit a written request to the specified department representative within seven (7) calendar days after the date of the written announcement. If more than one employee makes a timely written request, the shift will be assigned to the employee in the same department, same job code and same status with the greatest Hospital seniority.

4.4. Overtime: Time and one-half (1-1/2) the regular hourly rate shall be paid for all hours actually worked in excess of forty (40) hours in a work week. Required educational leave (limited to on premises instructional time) shall be considered as hours worked for purposes of computing overtime. Only hours actually worked on a holiday shall be considered as hours worked for purposes of computing overtime. Hours associated with holiday pay shall not be considered hours worked for purposes of computing overtime. There shall be no duplication or pyramiding in the computation of overtime and other premium wages, and nothing in this Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours worked. Except in emergencies, overtime must be authorized by the employee's Department Head in advance. Overtime may be assigned; however, whenever possible, the Hospital will make reasonable effort to accommodate the preferences of employees consistent with the needs of the Hospital and consistent with the nature of the work to be

performed. In order to ensure compliance with this subparagraph, affected employees will, upon request, be provided with relevant seniority information.

Whenever overtime work, in the judgment of the Hospital, is necessary, employee volunteers who work in the area where the overtime work is required, shall be solicited. If there are insufficient employees who volunteer, the Hospital may assign employees to work the necessary overtime, but such assignment shall be in inverse order of seniority within each job classification.

4.5. On-Call Pay: An employee who is formally scheduled to be “on-call” between his regularly scheduled shifts shall be paid twenty-five percent (25%) of the employee’s individual base hourly rate, per hour, for the period he is “on-call,” where such status and the duration thereof are matters of written record, provided, however, that employees holding the position of Perfusionist shall instead be paid twenty-five percent (25%) of the minimum base hourly rate for Perfusionists (Grade 41) per hour during such “on-call” periods. An employee who the Hospital requires to be on-call on the Hospital premises during hours when the employee would otherwise be off work (“on-call/on-premises hours”) shall be paid fifty percent (50%) of the employee’s base hourly rate or the minimum wage under applicable law, whichever is higher (“on-call/on-premises rate”), per hour, for on-call/on-premises hours. An employee will not receive on-call/on-premises pay for hours that the employee actually works. When an employee’s actual hours worked plus on-call/on-premises hours exceed forty (40) in a work week, the

employee will receive time and one-half (1-1/2) the employee's regular hourly rate for any hours actually worked over forty (40) and time and one-half (1-1/2) the on-call/on-premises rate for hours over forty (40) that are on-call/on-premises hours.

4.6. Call Back Pay: Any bargaining unit employee who has finished his regular shift, and has departed the Hospital's premises, and is called back to work before his next regularly scheduled shift, shall be paid for at least four (4) hours of work or pay.

4.7. Weekends: Weekend scheduling shall be within the discretion of the Hospital. However, where circumstances permit, and where optimum patient care will not be adversely affected, the Hospital shall make every reasonable effort to avoid scheduling employees to work on consecutive weekends. Consistent with the foregoing, all due consideration shall be given to the preferences of employees who may desire to minimize consistent weekend work. Further, employees with more than thirty (30) years of Hospital seniority shall not be required to work more than every third weekend, provided that no other bargaining unit employee in the same job classification in the same department will have to work consecutive weekends. For these purposes the word "weekend" shall be defined as "Friday and Saturday" or "Saturday and Sunday" or "Sunday and Monday".

4.8. Shift Differential: All permanent full-time and permanent part-time eligible employees in the bargaining unit shall receive a shift differential of ten percent (10%) of

the minimum wage in their pay grade for designated evening or night shifts for all hours worked beginning at 3:00 P.M. until the end of such shifts or for other hours worked between 7:00 P.M. and 7:30 A.M., provided that employees whose shifts begin between 6:00 A.M. and 7:30 A.M. shall not be entitled to a shift differential.

4.9. Rest Periods: Except as otherwise provided by this paragraph, each employee shall be allowed one (1) fifteen (15) minute rest period during the first four (4) hour period of his regularly scheduled shift and one (1) fifteen (15) minute rest period during the second four (4) hour period of his regularly scheduled shift; provided that rest periods may not be aggregated or accumulated. The scheduling of all rest periods shall be wholly within management's discretion and need not be uniform or fixed. An employee shall be paid (at his regular straight-time hourly 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.

ARTICLE V **HOLIDAYS**

5.1. Holidays: For the purpose of this Agreement, the following days shall be considered paid holidays for all employees covered by this Agreement:

- New Year's Day
- Martin Luther King's Birthday
- Washington's Birthday (Third Monday in February)
- Memorial Day (Last Monday in May)

Independence Day
Labor Day (First Monday in September)
Veterans' Day (November 11)
Thanksgiving Day (Fourth Thursday in November)
Christmas Day

In the event that one of the above holidays falls on Saturday, the preceding Friday will be considered the paid holiday, and if a holiday falls on Sunday, the Monday immediately following will be considered the paid holiday.

5.2. Holiday Pay: All employees covered by this Agreement shall receive a day's pay for the above-listed holidays which shall be computed on the basis of an eight (8) hour day, in the case of permanent, full-time employees, and on the basis of a four (4) hour day, in the case of permanent part-time eligible employees times the straight-time hourly rate. An employee who is scheduled on an original posted schedule to work more than eight (8) hours on a holiday and who works the entire scheduled shift will be paid holiday pay for all scheduled hours worked, up to a maximum of twelve (12) hours. The Hospital retains the right to require an employee to work on a holiday. Although holiday scheduling shall be within the discretion of the Hospital, where circumstances permit, and where optimum patient care will not be adversely affected, the Hospital shall make reasonable efforts to avoid scheduling an employee to work on consecutive holidays. Employees who work on any of the said holidays shall receive, in addition to holiday pay, compensation at their straight-time hourly rate for each hour actually worked on the holiday. Any employee

whose regular day off falls on a holiday shall receive an additional day's pay. There shall be no duplication or pyramiding of holiday pay and overtime for the same hours.

5.3. Holiday Eligibility: In order to be eligible for holiday pay, an employee must have worked his last scheduled work day before and his first scheduled work day after the holiday except for excused absence. The Hospital may require that the employee produce a bona fide doctor's certificate or other proof that the employee's absence was due to illness. In no event will an employee be eligible for holiday pay unless he has worked at least one (1) day during the workweek in which the holiday occurs, unless he is on approved paid leave. Employees in unpaid leave status or under suspension are not eligible for holiday pay. An employee who fails to report for work on the holiday when instructed to report shall not receive pay for the unworked holiday except for an excused absence.

ARTICLE VI **PAID LEAVE**

6.1. (a) Vacation and Sick Leave: Members of the bargaining unit earn paid-time-off cash values which shall be used for payment of wages during any absence. If an employee is tardy, paid-time-off cash values shall not be used. Employees may elect to use or not to use paid-time-off cash values for instances of early departures from work.

Paid-time-off cash values are accrued during each two-week payroll period and are based upon the basic hourly pay rates at the time they are earned.

Permanent full-time (PF) members hired after October 25, 1995 accrue the following:

(1) During the first seven (7) years (up to 14,616 hours) of scheduled employment, the cash value of nineteen (19) paid days off per year at 5.846 hours per pay period.

(2) After completion of seven (7) years (14,616 hours) of scheduled employment, the cash values of twenty-four (24) paid days off per year at 7.385 hours per pay period.

(3) After completion of ten (10) years (20,880 hours) of scheduled employment, the cash values of twenty-nine (29) paid days off per year at 8.923 hours per pay period.

(4) After completion of twenty (20) years (41,760 hours) of scheduled employment, the cash values of thirty (30) paid days off per year at 9.231 hours per pay period.

Permanent full-time (PF) members hired on or before October 25, 1995 accrue the following:

(1) During the first seven (7) years (up to 14,616 hours) of scheduled employment, the cash value of twenty (20) paid days off per year at 6.154 hours per pay period.

(2) After completion of seven (7) years (14,616 hours) of scheduled employment, the cash values of

twenty-five (25) paid days off per year at 7.692 hours per pay period.

(3) After completion of ten (10) years (20,880 hours) of scheduled employment, the cash values of thirty (30) paid days off per year at 9.231 hours per pay period.

(4) After completion of twenty (20) years (41,760 hours) of scheduled employment, the cash values of thirty-one (31) paid days off per year at 9.538 hours per pay period.

Part-time eligible (PE) employees hired after October 25, 1995 accrue the following:

(1) During the first seven (7) years (up to 7,308 hours) of scheduled employment, the cash value of nine and one-half (9.5) paid days off per year at 2.923 hours per pay period.

(2) After completion of seven (7) years (7,308) hours of scheduled employment, the cash value of twelve (12) paid days off per year at 3.693 hours per pay period.

(3) After completion of ten (10) years (10,440 hours) of scheduled employment, the cash values of fourteen and one-half (14.5) paid days off per year at 4.462 hours per pay period.

(4) After completion of twenty (20) years (20,880 hours) of scheduled employment, the cash values of fifteen (15) paid days off per year at 4.616 hours per pay period.

Part-time eligible (PE) employees hired on or before October 25, 1995 accrue the following:

(1) During the first seven (7) years (up to 7,308 hours) of scheduled employment, the cash value of ten (10) paid days off per year at 3.077 hours per pay period.

(2) After completion of seven (7) years (7,308) hours of scheduled employment, the cash value of twelve and one-half (12.5) paid days off per year at 3.846 hours per pay period.

(3) After completion of ten (10) years (10,440 hours) of scheduled employment, the cash values of fifteen (15) paid days off per year at 4.616 hours per pay period.

(4) After completion of twenty (20) years (20,880 hours) of scheduled employment, the cash values of fifteen and one-half (15.5) paid days off per year at 4.769 hours per pay period.

During the first ninety (90) days of employment, eligible employees will accrue, but may not utilize, paid-time-off cash values, nor will they be paid any cash values accrued if termination occurs prior to ninety (90) days of employment. Paid-time-off cash values may not be used in advance of being earned.

At the time of termination for any reason other than a quit without two weeks' prior notice to the Hospital, abandonment of position, or a discharge for a gross violation of Hospital rules and regulations or misconduct, employees will be paid all paid-time-off cash values they

have earned at the end of the pay period prior to termination at the rate of fifty percent (50%) of these cash values. Employees who retire with twenty (20) or more years of service will be paid all paid-time-off they have earned at the end of the pay period prior to retirement at the rate of one hundred (100%) percent of the cash value. Employees will be paid for all paid-time-off cash values upon entering leave status, except that employees who enter statutory leave or medical leave status under this Agreement shall have the option to have their paid-time-off remain in their paid-time-off bank.

(b) Vacation Requests: Employees shall submit their vacation preference of over four (4) days by December 1st of the year preceding the calendar year during which the employee desires to use such vacation leave; response to the aforementioned vacation preference shall be returned to the employee by December 31st. Employees submitting such requests by this deadline shall be granted the requested time to the extent allowed by staffing and patient care needs; if staffing and patient care needs do not permit all employees requesting a certain vacation preference to take their vacation over the same time period, seniority shall be the determining factor. However, in weeks that include holidays (“holiday weeks”), each employee shall have the opportunity to prioritize holiday week requests and such vacations will be scheduled in seniority order. No employee will be scheduled for more than one holiday week until all other employees who have requested a holiday week have been granted a requested holiday week, if available, in seniority order. If any holiday

week slots remain available thereafter, the same process will be followed.

Requests for four (4) or fewer paid days off shall be submitted to an employee's Department Head at least ten (10), but no more than ninety (90), calendar days in advance of the requested day(s) off except when contrary to a posted schedule. Response to the request for use of four (4) or fewer paid days off shall be returned to the employee within five (5) days from the date the request was made, except that requests for four (4) or fewer paid days off during weeks that include a holiday will not be considered or returned until after the Hospital has responded to all requests for vacations of over four (4) days during weeks that include a holiday. Employees submitting requests for four (4) or fewer paid days off in accordance with this paragraph shall be granted the requested time to the extent allowed by staffing and patient care needs and on a first-come, first-serve basis; provided, however, if two or more requests are presented on the same date, seniority will govern in determining which of the requests will be granted.

If the employee requests a shop steward be present in a meeting with the Department Head to discuss the rejection of the employee's vacation request, the request to have a shop steward present shall be honored.

Conflicts between employees over vacation requests shall be resolved on the basis of seniority. Matters related to vacation selections generally shall not be subject to the grievance and arbitration provisions of this Agreement.

An employee will be paid vacation pay before starting such vacation provided the employee submits a written request for advance payment to the Department Head at least three (3) weeks in advance of the employee's scheduled vacation.

(c) Notification of Absence: When use of paid-time-off cash values are requested for any unplanned/unscheduled absences, an employee shall notify his Supervisor, Department Head or other such person as designated in his own Department's policies and procedures by at least two (2) hours before the start of his regularly scheduled shift that he will be absent from work. An employee who has an accrued balance of at least eight (8) paid days off (or at least four (4) paid days off in the case of PE employees) prior to the beginning of a period of absence for illness shall not be required to have a physician's excuse for two (2) or fewer consecutive days of such paid-time-off use. Otherwise the employee's Supervisor, Department Head, or such other person as designated in his own Department's policies and procedures may require appropriate proof of illness or emergency prior to granting approval for use of paid-time-off cash values.

(d) Attendance and Tardiness:

(1) Leave Abuse:

(i) Once an employee has called in six (6) times over the twelve-month period commencing on April 1st and ending on March 31st, any additional call-in

may be considered leave abuse. If an employee who is scheduled to work on a weekend calls-in, the Hospital may require the employee to work an additional weekend or consider the call-in for purposes of determining leave abuse, but not both.

(ii) Effective April 1, 2009, if an employee calls-in and has insufficient accrued paid-time-off cash values to cover the absence, the employee will be subject to discipline regardless of whether the call-in would otherwise be considered leave abuse.

(2) Excessive Lateness: Excessive lateness is defined as the failure of a full-time employee to report to work within less than seven (7) minutes of the scheduled start time for more than six (6) times over the twelve-month period commencing on April 1st and ending on March 31st; excessive lateness is defined as the failure of a part-time employee to report to work within less than seven (7) minutes of the scheduled start time for more than three (3) times over the twelve-month period commencing on April 1st and ending on March 31st. Employees who clock in for work less than seven (7) minutes after the start of their scheduled shift will not be docked in pay, nor be subject to progressive discipline, for such instances of tardiness.

(3) Attendance Bonus:

(i) Employees who have no unscheduled absences and no incidents of unscheduled lateness during the period of January 1, 2009 through June 30,

2009 will be paid an attendance bonus in the net amount of Five Hundred Dollars (\$500) for regular full-time employees and Two Hundred and Fifty Dollars (\$250) for regular part-time eligible employees in July 2009.

(ii) Employees who have no unscheduled absences and no incidents of unscheduled lateness during the period of July 1, 2009 through December 31, 2009 will be paid an attendance bonus in the net amount of Five Hundred Dollars (\$500) for regular full-time employees and Two Hundred and Fifty Dollars (\$250) for regular part-time eligible employees in January 2010.

(iii) The parties may mutually agree to renew this provision for all or part of calendar year 2010.

(iv) For purposes of this Section, “unscheduled absence” shall mean any absence where the employee has failed to submit a request for time off at least ten (10) days prior to the absence and any absence where a request for time off was not approved, and “incident of unscheduled lateness” shall mean any shift in which the employee is not clocked in and ready to work by the start of the employee’s shift (that is, if the employee’s shift starts at 7:00 a.m., the employee must be clocked in and ready to work at the employee’s work station at 7:00 a.m.). “Unscheduled absence” and “incident of unscheduled lateness” shall not include unscheduled

absences or incidents of unscheduled lateness protected by federal or District of Columbia law.

(e) Paid-time-off Account Adjustments: Whenever an employee's pay rate changes (e.g., through a pay grade step increase, general wage increase, job reclassification, or otherwise), the employee's paid-time-off cash value account shall be adjusted to reflect the new rate of pay so that the paid-time-off hours balance at the time of the pay adjustment will not be changed.

Eligible employees will be paid for cash values of all paid-time-off, in excess of their annual paid-time-off allowances, which they have earned as of the end of the pay period immediately prior to their anniversary dates. Payment will be available by separate check in the Payroll Office approximately one (1) week after their anniversary dates. Paid-time-off cash values in excess of annual accrual shall be paid when due. Employees may not elect to leave them in their paid-time-off accounts.

6.2. Jury and Witness Duty: Any employee covered by this Agreement who is subpoenaed for and serves on jury duty or as a witness shall be compensated by the Hospital in the amount of the difference between his straight-time hourly rate for regular scheduled work days lost and the amount received as juror's or witness' fees. In order to receive such payment, an employee must give the Hospital prior notice of such duty and furnish to the Hospital, upon request of the Hospital, a Certificate of Service, duly signed by the clerk of the court, and valid proof as the amount of juror's or witness' fees received.

An employee is required to report for work on a regular scheduled work day if he is not required for jury or witness duty on a particular day or if he is dismissed early enough to work his regular shift; provided, that a second or third shift employee will not be required to work if he has served on jury or witness duty that day. Any employee who fails to report for work when released from jury or witness duty shall have his pay reduced by an amount equal to his straight-time hourly rate times the number of hours of work missed.

6.3. Funeral Leave: Any employee covered by this Agreement shall be entitled to leave of absence with pay at his straight-time hourly rate for a maximum of three (3) regular scheduled work days lost in the case of death of his or his spouse's immediate family, namely husband, wife, father, mother, brother, sister, child or other relative living with the employee in the same household. The leave of absence must be taken during the period between the date of death and the day following the burial, both inclusive, and provided that the employee is prepared to offer valid proof of death and relationship upon request. Reasonable requests for use of personal leave or leave of absence without pay for additional days of funeral leave shall be granted by the Hospital. Approval for any requests for either unpaid leave of absence or for use of paid-time-off for the purpose of attending the funeral of a grandparent shall not be unreasonably withheld.

6.4. Voting Leave: Any employee covered by this Agreement shall be entitled to leave of absence with pay up to a maximum of two (2) hours to vote in a national,

District of Columbia, or state election where, if he was not given such leave, he would not be able to vote due to serious personal problems. Prior approval for voting leave must be obtained by the employee from his Department Head.

6.5. Annual Military Training: Any employee covered by this Agreement who serves in annual active duty military training in the Armed Forces of the United States shall be paid the difference between his military pay and his straight-time hourly rate for the said training period but in no event exceeding two (2) continuous weeks. To be eligible for such leave, employees must present orders and verification of their military pay to their Department Heads.

6.6. Educational Leave: Upon application or request of an employee, and at the option of the Hospital, special paid leave at the straight-time hourly rate may be granted employees for educational purposes which will benefit the Hospital by adding to or strengthening employee skills or knowledge. Special leave with pay at the straight-time hourly rate may, at the option of the Hospital, be granted to allow employees to attend approved conferences, professional meetings, institutions and workshops. Nothing herein shall be construed as requiring the Hospital to grant such educational leave.

ARTICLE VII **LEAVE OF ABSENCE**

7.1. Leave of Absence: A leave of absence is an excused but unpaid period of absence from work which is granted by the Hospital. An employee absent from work due to illness or accident shall be placed on leave of absence after two calendar weeks of such absence.

Requests for leave of absence for other reasons, such as emergency conditions, unusual home situations, education, or other serious cause may be granted by the Hospital in its sole discretion where such leave will not interfere with or seriously affect the Hospital's scheduling or staffing.

An employee on authorized leave of absence shall not be entitled to longevity pay increases, paid-time-off accumulation, holiday pay, or any insurance benefits provided for in this Agreement, except that in the case of employees on leave of absence due to illness or accident, the income protection provided by Section 12.5 shall continue.

7.2. Written Request: Requests for a leave of absence must be approved by the requesting employee's Department Head and such request must be in writing and state the starting date and the expiration date of the requested leave of absence.

7.3. Return to Work: An employee on leave of absence must give his Department head two (2) weeks' notice prior to returning from a leave of absence.

Upon return from a leave of absence due to illness or accident within 49 calendar days from the first day of absence (last day of work), an employee with 5 to 9 years of seniority will be returned to his former position once per calendar year. Upon return from a leave of absence due to illness or accident within 56 calendar days from the first day of absence (last day of work), an employee with 10 or more years of seniority will be returned to his former position once per calendar year.

As a condition of reinstatement following a leave of absence for illness, injury or maternity, the Hospital may require the employee to be examined and approved by the Hospital as able to return to work.

Upon return from a leave of absence for other causes, an employee will be returned to his position if it is available, or offered a comparable position to the one held if it is available. "Comparable," as used herein, refers to a job which is the same status (full-time or part-time), grade and step, and requires the same or similar skills, functions or abilities to perform the duties and responsibilities of the job; it shall not refer to the same shift as the employee's prior job. If the employee accepts a comparable job, the employee shall be permitted once and only once during the term of this Agreement to transfer to another job for which he is qualified, notwithstanding the Hospital's eligibility requirement set forth in Article 8.2(c).

If an employee returns from a leave of absence and finds that his job is no longer available, and if there is no comparable position then available, such employee will be

given preference over non-Hospital employees in respect to future job openings for which the returning employee applies, in which case the criteria set forth in 8.2(c) shall apply. In order to apply for future job openings, the returning employee shall submit a letter to the Director of Employment stating his application for such future job openings and shall make inquiry by telephone periodically to the Director of Employment concerning available job openings.

7.4. Maximum Time Periods: A leave of absence shall not normally be granted an employee in excess of the following time periods:

Personal leave - three (3) months

Education leave - one (1) year

Medical leave - one (1) year

Union business leave - Members who are non-officers of the bargaining unit shall be granted a maximum of five (5) days leave per calendar year without pay subject to thirty (30) days written notification requested by the President of the Union and approved by the employee's Department Head. Such unpaid leave shall be for the purpose of attending workshops, conventions, seminars and any other union business.

A leave of absence in excess of the time periods referenced above, unless requested by the employee in writing and approved by the Hospital in writing, will be considered resignation. If other employment is accepted that is not authorized by the Hospital by full time

employees during an approved leave of absence, the employee will be considered as having abandoned employment while on leave of absence, except with respect to employees ready, willing and available to work from an approved leave of absence but who are placed on personal leave by the Hospital.

7.5. Military Leave: Leaves of absence for the performance of duty with the Armed Forces of the United States or with a reserve component thereof shall be granted in accordance with applicable law.

7.6. Union Business Leave: Employees elected to any union position (President, Treasurer, Vice President, Secretary and Secretary-Treasurer, five (5) members of the Executive Board and members of the Board of Trustees) shall be granted a leave of absence of up to one (1) year or a minimum of twenty (20) non-paid days per year, subject to thirty (30) days notification requested by the President.

7.7. Insurance Premiums: Subject to the relevant statutory requirements, any bargaining unit member on any form of approved leave of absence may elect to pay his own insurance premiums during approved leave of absence so as to avoid lapse of coverage, but such payment shall be at the employee's sole expense and paid to the Hospital monthly in advance. This shall also apply to HMO premiums.

ARTICLE VIII
SENIORITY AND LAYOFFS

8.1. Seniority Definition: Hospital seniority is defined as length of continuous, uninterrupted service by the employee with the Hospital and/or its predecessors. An employee's Hospital seniority shall commence after the completion of his probationary period and shall be retroactive to his most recent date of hire. Hospital seniority shall control all issues under this Agreement, except Articles 8.2(a), 8.2(b), and 8.5.

Bargaining unit seniority is defined as length of continuous, uninterrupted service by the employee with the Hospital and/or its predecessors, exclusive of any periods spent in non-bargaining unit positions. Bargaining unit seniority shall control for purposes of Articles 8.2(a), 8.2(b), and 8.5.

8.2. (a) Layoffs, Reductions in Force and Recalls: In any case of layoff or other reduction in force, total bargaining unit seniority shall be applied within job classification on a cumulative basis even if any portion of such seniority was earned in previously held bargaining unit job classifications.

In the event of layoff, reduction in force, or abolishment of an incumbent employee's position, the Hospital shall give written notification to the incumbent employee ("the incumbent") in accordance with Article 8.4 hereof. The Hospital and the employee shall proceed as follows:

(1) The Hospital shall offer the employee another position, as set forth below:

(i) If there is a comparable vacant position available in the incumbent's job classification, the Hospital shall offer the position to the incumbent;

(ii) If there is no comparable vacant position available, the incumbent shall be given the opportunity to displace the least senior employee in a comparable position in that job classification; or

(iii) If there is no comparable vacant position available, an incumbent with at least twenty (20) years of seniority may, once and only once, displace a more junior employee occupying a position in another job classification that the incumbent had actually occupied previously within three (3) years preceding the date of displacement.

For the purposes of this Article, "comparable" refers to a position of the same status (full-time or part-time eligible).

(2) The incumbent shall have ten (10) days to inform the Director of Employment of this decision.

(3) If the incumbent elects not to accept the comparable vacant position, the incumbent shall be considered as having voluntarily resigned at the conclusion of the notice period specified in Article 8.4. No layoff or other severance benefits shall be available to the incumbent. If there is no comparable vacant position, and

the incumbent elects not to displace the least senior employee in a comparable position in that job classification or, if applicable, a more junior employee in another job classification, the incumbent shall be considered as having voluntarily resigned at the conclusion of the notice period specified in Article 8.4; however, severance benefits shall be available to the incumbent.

Concurrent with the foregoing procedure applicable to the incumbent, the Hospital shall also give notice to the least senior employee in a comparable position in the incumbent's job classification that he may be displaced. The least senior employee shall be given the opportunity to apply for other available positions in the Hospital during the thirty (30) day notice period which commences on the date when he has been notified that he has been displaced. If, however, the least senior employee is unable to secure other employment during the notice period, the employee shall be treated in accordance with the provisions set forth in subparagraphs (1), (2) and (3) of this Article 8.2(a), Article 8.3 and Article 8.5(a) and (b), as applicable.

(b) Recalls: Recalls from layoff shall be in reverse order of layoff. Recall rights are limited to the job classification held immediately prior to layoff. When comparable positions become available the Hospital shall notify employees in a layoff status of the positions' availability five (5) days prior to the posting of the positions. Probationary employees have no recall rights.

(c) Promotions, Transfers and Filling of Vacancies:

An employee shall be eligible to apply for a promotion, transfer or vacancy only if he has completed at least six (6) months of employment in his current position, measured from the date of hire or transfer to such position or from the date of his return to such position after a leave of absence. This requirement shall not be applied under circumstances more fully described in Article 1.3(c) and Article 7.3, or to any employee whose current job represents a lower grade and reduction in pay resulting from a job abolishment, layoff or reduction in force on the first occasion on which he applies for promotion or transfer following such job abolishment, layoff or reduction in force.

It is expressly understood that employees with the ability to perform the work and who possess an acceptable work record will be given preferential treatment over non-Hospital employees in filling bargaining unit vacancies.

If more than one employee bids for a particular job, and if in the Hospital's judgment competing employees have equal ability to perform the work and possess equally acceptable work records, the employee with greater seniority shall be awarded the job. It shall be the obligation of the employee first to make application for the position involved. In any case where there is a dispute as to whether an applicant possesses requisite "ability", and/or have the equal ability to perform the work and possess an equally acceptable work record to the person selected for the position, the burden of proof shall rest with the employee and/or the Union to demonstrate that the

Hospital's decision was clearly incorrect. Unsuccessful applicants shall be so notified in writing by the Hospital.

(d) Super Seniority for Shop Stewards: In the event of a layoff, the shop stewards of Local 722 shall be the last to be laid off from their respective job classifications provided they have the qualifications, skill and ability to perform the available work.

8.3. Loss of Seniority: An employee's seniority shall be lost when he:

(a) Quits, resigns, or retires.

(b) Is discharged for cause.

(c) Fails to return following the end of a leave of absence.

(d) Fails to return to work within five (5) working days after the Hospital has served notice of recall to him by letter or telegram.

(e) Is laid off for a period of eighteen (18) months or a period exceeding the length of the employee's seniority, whichever is less.

8.4. Notice of Layoffs and Abolishment of Positions: The Union and Hospital recognize that, in the event of a layoff or 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 layoff or reduction in force, the 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 layoffs on the remaining bargaining unit personnel.

8.5. Severance: (a) In the event of a permanent layoff due to a reduction in force or abolishment of a position, non-probationary employees permanently laid-off and/or displaced thereby shall be paid severance pay equal to two (2) days of straight time pay for each full year of consecutive credited service with the Hospital up to a maximum of forty (40) days of pay.

(b) Upon such permanent layoff due to a reduction in force or permanent abolishment of position, employees being paid severance pay in accordance with this provision shall also receive full payment for their respective paid-time-off cash balance, at the rate of one hundred (100%) percent.

ARTICLE IX **GRIEVANCE PROCEDURE**

9.1. Definition: A grievance is defined as any disagreement between the parties concerning any matter relating to wages, rates of pay, hours of employment or other conditions of employment, or any application or interpretation of the provisions of this Agreement. Any such grievance shall be processed as set forth below.

9.2. Procedure: Step (1) - An employee having a grievance shall submit such grievance, in writing, signed

by the grievant or an authorized union representative on behalf of the grievant, to the person to whom the grievant's immediate supervisor reports, (e.g., a manager or Department Head) within five (5) working days from the time that the grievance arose; or five (5) working days from when the grievant became aware (or should have become aware) of the facts giving rise to the grievance. Copies of all written grievances shall be submitted simultaneously to the Hospital's Director of Personnel Relations and to the Union. If no response is rendered by the supervisory official within five (5) working days after submittal of the grievance in Step (1), the grievance shall be deemed denied, Step (1) concluded, and the grievant(s) may proceed to Step (2). If, within five (5) working days after submittal of the grievance in Step (1), either party requests, in writing, a meeting with the other party to discuss the grievance, then and in that event Step (1) shall be deemed concluded within ten (10) working days after submission of the grievance in Step (1). If the grievant requests the presence of an authorized union representative at such meeting, he shall be included in all discussions; if the Union's representative is a shop steward, discussions involving the shop steward shall take place during the shop steward's non-working time. If no response is rendered within the said ten (10) day period, the grievance shall be deemed denied.

In the event that the employee's immediate supervisor is a Department Head, the grievance shall proceed from Step (1) directly to Step (2).

Step (2) - If a satisfactory settlement is not effected in Step (1), the grievant(s) may, within five (5) working days after conclusion of Step (1), submit such grievance, in writing, signed by the grievant(s) or the Union's authorized representative, to the Hospital's Director of Personnel Relations, as representative of the Hospital's Administrator. If no response is rendered by the Director of Personnel Relations within ten (10) working days after submittal of the grievance in Step (2), the grievance shall be deemed denied, Step (2) concluded, and the grievant(s) may proceed to Step (3). Either party may request a meeting with the other party to discuss the grievance, but such meeting shall not extend the time period provided in this step. Grievances concerning terminations and non-departmental disqualifications may be filed directly at Step (2).

Step (3) - If a satisfactory settlement is not effected in Step (2), the union's authorized representative may refer the grievance to arbitration. As a condition of referring a grievance to arbitration, a written notice of such referral, signed by the Union's authorized representative, must be served by the Union on the Hospital's Director of Personnel Relations within twenty (20) working days of the conclusion of Step (2). Within ninety (90) calendar days after notice of referral to arbitration, the parties must select an arbitrator and schedule a confirmed date for the arbitration hearing.

Any grievance not processed in accordance with the time limits prescribed above shall be deemed waived. Extensions of these time limits may be accomplished only

in writing, signed by the Hospital and the Union. For the purpose of this Article, working days shall be defined as Monday through Friday, excluding observed holidays.

ARTICLE X **ARBITRATION**

10.1. Selection of an Arbitrator: After service of the notice to arbitrate provided by 9.2, the grievance will be assigned to one of the arbitrators from the panel listed below:

1. Richard I. Bloch
2. Charles Feigenbaum
3. Herbert Fishgold
4. Roger P. Kaplan

Arbitrators will be assigned grievances on a rotating basis (i.e., the first listed arbitrator will be assigned the first grievance; the second listed arbitrator will be assigned the second grievance; etc.). Any grievance upon which arbitration is requested shall be assigned to the appropriate arbitrator within twenty (20) days of the request. If the arbitrator is unable to offer dates for an arbitration hearing which are within ninety (90) days of the date the grievance is assigned to the arbitrator, the grievance will be assigned to the next available arbitrator. Unless otherwise agreed by the parties in writing, once an arbitrator is assigned a grievance (even if it is later re-assigned, withdrawn, or otherwise resolved), the arbitrator will not be assigned another grievance until each of the arbitrators on the panel has been assigned a grievance in

rotation. Arbitrators may be added to or deleted from the panel only by mutual, written agreement of the parties.

The arbitrator shall then proceed to hear and determine the case submitted to him. At the request of either party, all hearings conducted hereunder shall be recorded verbatim by a qualified stenograph reporter or by other recorded means acceptable to an arbitrator. The expense of arbitration, including the fee and expenses of the arbitrator shall be borne equally by both parties. The party which requests the presence of a stenographic reporter shall bear the cost for its transcript and any transcript provided to the arbitrator.

10.2. Authority of the Arbitrator: The arbitrator shall have the authority to apply the provisions of this Agreement and to render a decision on any grievance properly coming before him, but he shall not have the authority to amend or modify this Agreement or to establish any terms or conditions of this Agreement. Further, he shall have the authority to apply and interpret the provisions of this Agreement only insofar as may be necessary to the determination of such grievance. Awards may or may not be retroactive, depending upon the determination of the equities of each case. In the event any arbitral award is issued providing for back wages or other retroactive relief, the employees involved shall never be entitled to an amount exceeding one hundred and twenty (120) days of pay or other retroactive relief, provided however that, with respect to a grievance concerning a termination, the 120-limitation will not apply if the Hospital refuses to meet within ten business days of

grievance filing or fails to respond to the grievance within ten (10) business days after such meeting. Arbitration awards are final and binding on both parties.

ARTICLE XI
NO STRIKES OR LOCKOUTS

11.1. No Strikes: The Union, its officers, agents, representatives and members shall not in any way, directly or indirectly, authorize, call, cause, assist, encourage, participate in, ratify, condone or sanction any strike, including a sympathy strike, sit down, slowdown, picketing, boycott, cessation or stoppage of work, or other interference with or interruption of work at any of the Hospital's operations during the duration of this Agreement. The Hospital shall have the right to discharge, for cause, with loss of all rights and benefits, suspend, or otherwise discipline any or all employees who incite, induce, encourage or participate in any of the above enumerated activities. Should such a strike, sit down, slow-down, picketing, boycott, cessation or stoppage of work, or other interference with or interruption of work at any of the Hospital's operations occur, the Union within twelve (12) hours of a request by the Hospital shall:

- (a) Publicly disavow such action by the employees,
- (b) Advise the Hospital in writing that such action by the employees has not been called or sanctioned by the Union,

(c) Notify employees of its disapproval of such action and instruct each employee to cease such action and return to work immediately,

(d) Post notices on the Union bulletin boards advising that it disapproves such action.

11.2. No Lockouts: In consideration of this no-strike pledge by the Union, the Hospital shall not lock out employees during the duration of this Agreement.

ARTICLE XII **HEALTH AND WELFARE**

12.1. Health and Welfare: The Hospital shall continue in effect the present group health insurance, disability and life insurance plans, subject to improvements agreed to by the Hospital.

The life insurance plan contemplated by this 12.1 shall be maintained at an amount not less than the employee's hourly rate at the time of death multiplied by 2080 hours.

The Hospital shall pay eighty percent (80%) of the monthly premium for group individual health insurance coverage (including dental) for all permanent full-time employees ("individual coverage") in the bargaining unit, provided the employee pays twenty percent (20%) of the monthly premium, except that the Hospital shall pay the entire premium for group individual coverage (including dental) for bargaining unit employees with twenty-five (25) years or more of service for the Hospital.

The Hospital shall pay seventy-five percent (75%) of the total monthly premium for all permanent full-time employees in the bargaining unit who elect group health insurance coverage (including dental) for themselves and for one eligible dependent (“individual-plus-one coverage”), provided the employee pays twenty-five percent (25%) of the total monthly premium, except that the Hospital shall pay seventy-six percent (76%), and the employee shall pay twenty-four percent (24%), of the total monthly premium for individual-plus-one coverage (including dental) for bargaining unit employees with twenty-five (25) years or more of service for the Hospital.

The Hospital shall pay sixty-eight (68%) of the total monthly premium for all permanent full-time employees in the bargaining agreement who elect group health insurance coverage (including dental) for themselves and for their eligible dependents (“family coverage”), provided the employee pays thirty-two percent (32%) of the total monthly premium, except that the Hospital shall pay sixty-nine percent (69%), and the employee shall pay thirty-one percent (31%), of the total monthly premium for family coverage (including dental) for bargaining unit employees with twenty-five (25) years or more of service for the Hospital. (This means, for example, if the total monthly premium for family coverage is \$1,000.00, for an employee with 25 or more years of service, the Hospital will pay \$690.00/month and the employee will pay \$310.00/month).

The Hospital shall pay forty percent (40%) of the total monthly premium for group individual, individual-plus-one,

and family coverage for all permanent part-time employees in the bargaining unit who have completed one year of service with the Hospital, provided the employee pays sixty percent (60%) of the total monthly premium. Permanent part-time employees who have not completed one year of service with the Hospital may purchase the aforementioned group health insurance and dental coverage at their own expense.

The Hospital's group health insurance plan may include the use of in-or-out network health care providers. If bargaining unit employees receive services rendered by the Washington Hospital Center on an in-network basis, and such services are covered under the Hospital's benefits plan, the employees shall not be required to pay a deductible, unless a deductible is uniformly required of all other participants. If, however, bargaining unit employees receive covered services rendered by the Washington Hospital Center, but the services are on an out-of-network basis, the employee shall be required to pay a deductible, if one is applicable under the terms of the benefit plan.

Employees who attain a combination of at least thirty (30) years of service with the Hospital and age sixty (60) during the term of this Agreement, shall receive a one-time payment of two thousand five hundred (\$2,500.00) dollars, and the parties agree that there shall be no retroactive effect. An employee shall only receive this payment once during the employee's employment with the Hospital.

12.2. Pension: The Hospital shall regularly review its present pension plan and make any modifications or

amendments necessary to keep it in compliance with the Employee Retirement Income Security Act of 1974, the Pension Benefit Guaranty Corporation's rules and regulations, the Internal Revenue Code, and any other applicable law.

There shall be no decrease in the benefits paid out by the Cash Balance Retirement Plan (CBRP) without the approval of the Pension Benefit Guaranty Corporation. In addition, all participants' contributions under the CBRP shall earn interest at a rate of no less than five (5%) percent per annum.

Employees hired on or after January 1, 2006 will be excluded from participation in the CBRP, provided, however, that the Hospital makes available to such new hires a defined contribution pension plan on the same terms and conditions as it is made available to other Hospital employees hired on or after that date.

The Hospital's Pension Manager will meet with three designated Union representatives upon request up to twice a year to answer questions concerning the pension plan and to discuss plan performance.

12.3. Death Benefit: The Hospital shall provide a benefit of \$4,000 upon the death of retired bargaining unit employees who, upon retirement from the Hospital, had at least twenty-five (25) years service with the Hospital. Employees who have accumulated twenty (20) years service prior to October 26, 1993 shall be eligible for the death benefit without having to accumulate further years of

service with the Hospital. The benefit shall be payable to the beneficiary designated by the eligible retiree.

12.4. Liability on Insurance Coverage: With respect to any group insurance plan referenced in this Article, the Hospital's sole obligation shall be the payment of the applicable premiums. All rights to coverage and benefits shall be determined in accordance with the terms of the relevant plan, summaries of which are available to employees, and any disputes related thereto shall be exclusively subject to the dispute resolution procedures provided by the relevant plan.

12.5. Income Protection: Employees shall receive at least the following income protection insurance coverage:

(a) Sickness and Accident Insurance: Employees with at least six (6) months of continuous employment with the Hospital who become disabled by reason of accident not covered by Worker's Compensation, or sickness shall receive sixty-six and two-thirds percent (66 2/3%) of their base pay, commencing from the first (1st) day of disability by reason of accident not covered by Worker's Compensation or from the eight (8th) day of disability by reason of sickness, for a maximum of twenty-six (26) weeks for full-time employees and for a maximum of thirteen (13) weeks for part-time eligible (PE) employees.

(b) Long Term Disability Insurance: Employees with at least three (3) years of continuous employment with Hospital shall, after one-hundred eighty days of disability (by reason of sickness or accident not covered by

Worker's Compensation) receive sixty (60) percent of their regular base pay which shall continue until the employee either (1) dies; (2) returns to work; (3) attains age 65 years; or (4) ceases being qualified for coverage. (See also side letter dated August 23, 1995.)

(c) Certification: In all cases, claims shall require substantiation by means of medical certification as prescribed by the insurance carrier(s), which determinations shall be conclusive and binding upon the Hospital, the claimant (including the claimant's estate, heir, assigns or other legal representatives) and the Union, in all cases without recourse under this Agreement, including recourse under the grievance and arbitration provision thereof.

12.6. Change in Carriers - "Cafeteria" Benefits:

(a) The Hospital has the unilateral right, during the term of this Agreement, to change insurance carriers, provided the benefits offered remain substantially the same.

(b) The Hospital shall submit the name of the new carrier and a copy of the new insurance policy and coverage to the Union at least sixty (60) days prior to the effective date thereof for the purpose of allowing the Union an opportunity to comment upon the proposed change of carrier and to compare the benefits of the current and proposed plans.

(c) The Hospital also reserves the right, during the term of this Agreement, to convert the benefit program for covered employees to a “cafeteria” type benefit program.

ARTICLE XIII
EDUCATION AND TRAINING

13.1. Joint Committee on Training and Education: It shall be the policy of the parties to assist employees to realize their full job potential and to create circumstances whereby employees can develop career progression. Therefore, there shall be established a Hospital-Union Committee to study and recommend to the Hospital the establishment of training programs, academic courses of study, and such other projects and activities as may permit and encourage employees to upgrade their jobs and level of competence, including scheduling of work to accommodate training and study programs. The Committee may recommend programs to be wholly or partially funded by the Hospital. During the term of this Agreement, the Hospital shall commit at least \$50,000 to fund programs recommended by the Committee. 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.

13.2. Education Tuition Assistance:

(a) Subject to the eligibility requirements set forth in the Hospital's policy entitled Tuition Assistance, which is applicable to Hospital employees generally, the Hospital will pay one hundred percent (100%) of the tuition costs of formal education, training courses or seminars for permanent full-time employees, up to a maximum of \$4,000 per fiscal year. Subject to the eligibility requirements set forth in the Hospital's policy entitled Tuition Assistance, which is applicable to Hospital employees generally, part-time eligible employees will receive one hundred percent (100%) of such costs, up to a maximum of \$2,000 per fiscal year. All such formal education, training courses or seminars 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 §13.2 may be either directed to the Human Resources Department or raised and discussed at meetings of the Joint Committee on Training and Education.

(b) Effective with the fiscal year that commences on July 1, 2009, an employee who has been or will be paid the maximum amount of tuition assistance for a fiscal year may apply for an academic award of up to \$2,000 for permanent full-time employees and \$1,000 for part-time eligible employees for use in the same fiscal year. The Hospital will grant up to fifty (50) academic awards per fiscal year to up to fifty (50) applicants who satisfy the eligibility requirements and criteria for receiving an award.

The eligibility requirements and criteria for an award and the types of classes and expenses for which the award may be used will be established, and may from time to time be changed, by the Hospital in its discretion.

ARTICLE XIV **MISCELLANEOUS PROVISIONS**

14.1. Non-Discrimination: Neither the Hospital nor the Union shall discriminate against or in favor of any employee on account of race, color, religion, national origin, sex, age or union activity. Whenever the masculine gender is used in this Agreement it shall also include the feminine gender, and vice versa.

14.2. Bulletin Boards: The Hospital shall place at the disposal of the Union, bulletin boards located at the Hospital for the purpose of posting its official notices. In addition to the two bulletin boards at the present location, the Hospital shall provide additional bulletin boards in the North Addition and at the Cancer Institute, the Print Shop, the Warehouse, the White Oak location, and Prince Georges Plaza.

14.3. Union Visitations: Designated non-employee Union officials will be permitted access to the Hospital for the purpose of adjusting disputes, negotiating working conditions and ascertaining that this Agreement is being adhered to; provided, that such representative give the designated Hospital representative prior notification of such visit and such visitation does not interfere with patient care or the orderly operation of the Hospital.

14.4. Meeting Rooms: Upon written request by a Union official to the designated Hospital representative, the Hospital shall designate a room to be allowed the Union for the conduct of Union business if, in the sole discretion of the Hospital, a room is available for such purpose and its use will not interfere with patient care or the orderly operation of the Hospital.

14.5. Employees with Disabilities: An employee who becomes disabled and thereby unable to perform the essential functions of his job, with or without a reasonable accommodation, may be reassigned to another job he is able to perform, with or without reasonable accommodation, provided that such reassignment, in the sole judgment of the Hospital, will not cause undue hardship, taking into account the need to avoid interference with patient care and the orderly operation of the Hospital.

14.6. Lockers: The Hospital will provide lockers and locker rooms, on a non-exclusive basis, to employees who are required to wear uniforms due to the sterile nature of their work. The Hospital will not eliminate locker room facilities in the Department of Environmental Services or Nutrition Services. Employees who are currently assigned to lockers will be provided space to store outer garments in the event that their lockers are eliminated. All assigned lockers must be locked and labeled with employees' names, departments, titles and shifts. Broken lockers must be reported to the employee's supervisor. Lockers without the required label and lock will be opened and the

contents stored in Lost and Found for two (2) weeks. If they are not claimed in that time, they will be destroyed.

Locker room facilities are normally to be used only during authorized rest periods and for changing clothing before and after duty. Lockers are subject to inspection by Hospital authorities without notice to employees provided the employee is present at the time of the inspection except: (1) in cases of emergency; or (2) where the employee is not physically present on the Hospital premises; or (3) where the employee declines an invitation to be present when the locker is to be opened.

14.7. Evaluation and Personnel Files:

(a) Before an evaluation form or disciplinary notice is placed in a personnel file, the employees shall be permitted to review the contents of said form or notice and to submit a statement regarding such contents for inclusion in the file.

(b) No material that could result in disciplinary action shall be placed in an employee's personnel file without notification to the employee or without the employee having an opportunity to read the material. The affected employee shall acknowledge that he has read the material with his signature; however, such signature shall not indicate agreement, or disagreement, with its contents. If an employee refuses to sign, such declination shall be noted in writing on the material involved. Nothing in this section shall be construed as in any way limiting the Hospital's right to evaluate its employees.

(c) An employee shall be permitted to examine his personnel file. Any employee desiring to examine his file shall first make a written request for an appointment with the Hospital's Director of Human Resources. It is not the intent of the parties to interfere with normal business operations by requesting or permitting an unreasonable number of such requests to be made simultaneously or in blocks. Copies of any material from an employee's personnel file shall not be supplied to persons other than the employee except with the written authorization of the employee.

14.8. Uniforms: Where the Hospital furnishes uniforms that must be dry cleaned and requires employees to wear such uniforms, it will maintain the uniforms. The Hospital will also maintain any uniforms, including scrubs, that it does not permit employees to remove from the Hospital's premises; such uniforms may be worn only during working hours and must not be removed from the Hospital's premises. In addition, 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 been contaminated with hazardous or infectious materials will be laundered by the Hospital.

14.9. Medical Examinations: In the interest of safeguarding the health of employees and patients, the Hospital may require employees to take a medical examination at the time they are hired or at such other times as they may thereafter deem advisable. An employee, at his own expense, may have his own

physician perform said medical examinations; provided, that the physician's report of the results of the examination be on a medical form acceptable to the Hospital. An employee's medical records may be given to the employee's personal physician upon written request of the physician.

14.10. Examination of Packages: The Hospital may require an employee carrying packages from the Hospital to submit such packages to inspection by the Hospital's security forces.

14.11. Personnel Identification: For the protection of the Hospital's patients and employees, the photo-identification supplied by the Hospital must be worn by employees at all times while on Hospital property.

14.12. Lobbies and Waiting Rooms: Employees may not use lobbies, except for designated work purposes and for immediate ingress and egress from the Hospital. Employees may not use waiting rooms since such areas are reserved for friends and relatives of patients. On at least an annual basis, the Hospital shall publish a list of the areas which are considered to be lobbies and waiting rooms within the meaning of this provision.

14.13. Smoking: Smoking shall be limited to those areas designated by Department Heads or established by Hospital policy.

14.14. Severability: In the event any article, section or provision of this Agreement is held invalid or illegal by any civil authority, agency or court, such invalidity or illegality

shall not affect or impair any other article, section or provision of this Agreement.

14.15. Finality: Both parties have had full opportunity to negotiate concerning every aspect of wages, hours and working conditions. Any such matters not specifically covered by this Agreement shall remain within the sole rights of Management.

14.16. (a) General Emergencies:

In the case of emergency, such as flood, fire, epidemic, disaster or catastrophe, the terms of this Agreement shall not be deemed to apply in connection with measures deemed necessary for the care and protection of patients, the equipment and the buildings of the Hospital, or reasonably necessary to repair and place the same in condition thereafter for occupancy.

(b) Snow Day Emergencies:

(1) When the Hospital declares the existence of a snow emergency, the Hospital's snow emergency plan shall go into effect. The Union shall be notified immediately upon declaration and termination of any snow emergency.

(2) While a snow emergency is in effect, the Hospital shall pay employees in the bargaining unit one and one-half (1 ½) times their regular hourly rate of pay for hours actually worked during the emergency. An employee will be paid fifty percent (50%) of the employee's base hourly rate or the minimum wage under applicable law,

whichever is higher (“on-call/on-premises rate”), for hours that the employee would otherwise be off work but that the Hospital requires the employee to be on-call on the Hospital premises during the emergency (“on-call/on-premises hours”). An employee will not receive on-call/on-premises pay for hours that the employee actually works. When an employee’s actual hours worked plus on-call/on-premises hours exceed forty (40) in a work week, the employee will receive time and one-half (1-1/2) the employee’s regular hourly rate for any hours actually worked over forty (40) and time and one-half (1-1/2) the on-call/on-premises rate for hours over forty (40) that are on-call/on-premises hours.

(3) Employees who are at the Hospital during a snow emergency may, at the sole discretion of the Hospital, be required to stay for the duration of the emergency or any portion thereof.

(4) An employee shall not receive any adverse action for reporting late or failing to report to the Hospital during a snow emergency.

(5) It is understood that the premium pay provisions of this Section apply only to hours actually worked during a snow emergency. Therefore, if the snow emergency is terminated during the middle of an employee’s shift, he shall receive premium pay only for the portion of the shift he completed while the snow emergency was in effect.

(6) There shall be no pyramiding of premiums under this Section and the Hospital retains the right to terminate a snow emergency as it elects.

14.17. (a) Safety: Employees will not be required to work in unsafe conditions. Each employee shall have the duty to report any unsafe condition to his immediate supervisor. Unsafe conditions are defined as those conditions that are a clear and present danger to one's safety. If there is a question as to whether or not a clear and present danger exists, the employee will perform the work and then invoke the grievance procedure.

The Hospital shall continue to make provisions for the safety, health, and safety and health training of its employees during the hours of their employment.

If the absence of a protective device or equipment presents a clear and present danger to one's safety, such absence shall constitute an unsafe condition. Protective devices and equipment provided to the employees by the Hospital will be used by employees as required.

(b) Safety/Environment of Care Committee: The Union may appoint one (1) person (who must be a Hospital employee) to be a member of the existing Safety/Environment of Care Committee.

14.18. Successorship: If ownership of the Hospital is changed through sale, merger, or in any other manner, this Agreement shall be included as a condition of such change and shall remain binding until its termination.

14.19. Job Posting: Bargaining unit job openings will not be filled until they have been posted for at least five (5) days excluding holidays observed by the Hospital and Saturdays and Sundays. Job openings will be posted prominently in the Department of Human Resources display case and in the Cafeteria. Applicants must apply to the Department of Human Resources. Employees must make separate application for each opening or contact the Department of Human Resources to re-activate any previous application. The Hospital shall not be required to post any job vacancy, for any specific length of time, which must be filled without delay in order to meet an emergency or to safeguard the health and/or safety of patients.

14.20. Day Care: If the Hospital makes available child day 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.

14.21. Parking: Employees who as of October 7, 1987, received free parking from the Hospital shall not be required to pay for parking before September 23, 2000, and after that date shall not be required to pay more than \$16.80 per month for parking. Employees hired after October 7, 1987, but before or on September 23, 1999, shall not be required to pay more than \$16.80 per month for parking before September 23, 2000, and after that date shall not be required to pay more than \$21.00 per month for parking. Employees hired after September 23, 1999,

shall not be required to pay more than \$25.00 per month for parking.

14.22. Workers Compensation: Any bargaining unit employee who is referred by Employee Health for a second opinion shall receive administrative leave with pay for physician visits if the visits occur during the employee's normally scheduled work time.

ARTICLE XV **TERM OF AGREEMENT**

15.1. This Agreement shall be in full force and effect from the 6th day of October, 2008, to and including the 5th day of October, 2011. At least ninety (90) days prior to said expiration date, either party may serve upon the other party written notice that it wishes to cancel, revise or modify this Agreement. If such notice is not given at least ninety (90) days prior to said expiration date, this Agreement shall remain in full force and effect for ninety (90) days from when such written notice is actually received.

IN WITNESS WHEREOF, the parties hereto have subscribed their names this _____ day of _____, 2009.

SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 722

WASHINGTON HOSPITAL
CENTER

By:

Daniel Fields, Jr.
President

By:

Kathleen F. Chapman
Assistant Vice President,
Human Resources

THE NEGOTIATING COMMITTEE MEMBERS:

For the Union:

Aaron Anderson

Yvonne Andrews

Orne Banks

Precious Freeman

Johnnie Green

Denard Jarmon

Michael Jeter

Sheila Love

Karl Malone

For the Hospital:

Susan Cohen

Zal Damkevala

Joseph R. Damato

Kimberly Elliott

Christopher Gunzel

Paul Hagens

Rupert Henry

Bradley Kappalman

Joseph Lynott

Leon Reed

Theresa McIntyre

Bernadette Simms-Guthrie

Bhavesh Patel

Marchel Smiley

Barbara Taylor

Phyllis Turpin

APPENDIX I

INSERT DATE

Re: Position Classification/Market Reviews

Dear Mr. Fields:

This letter will confirm the following agreement reached by the Washington Hospital Center and SEIU Local 722, concurrent with the 2008 collective bargaining negotiations:

During the term of the new Agreement, the parties will continue their past practice concerning position classification/market reviews of bargaining unit positions. As part of this process, the Hospital commits to conduct a classification/market review of the following positions: Patient Care Technician, Sterile Processing Technician, Unit Clerk, Licensed Practical Nurse, Patient Guest Services' positions in the Third Floor O.R., Bill Audit Representatives II in the Physician's Billing Department, and Environmental Services Aide. The Hospital will initiate the reviews by May 1, 2009.

Your signature below shall be deemed acceptance on behalf of Local 722.

Sincerely,

Kathleen F. Chapman
Assistant Vice President,
Human Resources

Confirmed and Accepted:

Daniel Fields, Jr.
President, SEIU, Local 722

APPENDIX II

March 17, 2006

Re: Mandatory Overtime

Dear Mr. Fields:

This letter will confirm the following agreement concerning mandatory overtime, which the Washington Hospital Center and SEIU Local 722 reached during the 2005 collective bargaining negotiations:

The Hospital will strive to minimize mandatory overtime. To that end, each party will select four (4) representatives to meet within thirty (30) days of the effective date of the Agreement, and at mutually agreeable times thereafter, to discuss and address issues related to mandatory overtime, including possible solutions for minimizing mandatory overtime.

Your signature below shall be deemed acceptance on behalf of Local 722.

Sincerely,

Kathleen F. Chapman
Senior Director, Human
Resources

Confirmed and Accepted:

Daniel Fields, Jr.
President, SEIU, Local 722

APPENDIX III

March 17, 2006

Re: MedSTAR Flight Crew Life Insurance

Dear Mr. Fields:

This letter will confirm the agreement concerning life insurance for the MedSTAR flight crew, which was reached by the Washington Hospital Center and SEIU Local 722 during the 2005 collective bargaining negotiations. Specifically, the Hospital shall maintain life insurance pursuant to Section 12.1 of the Agreement for each employee who is part of the MedSTAR flight crew at an amount of not less than the employee's hourly rate at the time of death multiplied by 2080 hours. In addition, an employee who is part of the MedSTAR flight crew will be provided with additional life insurance coverage of three (3) times this amount covering the death of the employee as a result of an accident of a helicopter operated by the Hospital, for total coverage of four (4) times the employee's hourly rate at the time of death multiplied by 2080 hours.

Your signature below shall be deemed acceptance on behalf of Local 722.

Sincerely,

Kathleen F. Chapman
Senior Director, Human
Resources

Confirmed and Accepted:

Daniel Fields, Jr.
President, SEIU, Local 722

APPENDIX IV

INSERT DATE

Re: Accrued Sick and Safe Leave Act of 2008

Dear Mr. Fields:

The 2008 collective bargaining negotiations between the Washington Hospital Center and the Service Employees International Union, Local 722 (collectively, “the Parties”) included negotiations over paid leave. This confirms the Parties’ agreement as a result of such negotiations regarding the relationship between the recently enacted District of Columbia Accrued Sick and Safe Leave Act of 2008 (“ASSLA”) and the paid leave provisions of the parties’ collective bargaining agreement for the period of October 6, 2008 through October 5, 2011 (“CBA”).

Specifically, the paid leave provisions of the CBA encompass the leave required by ASSLA, and ASSLA will not be interpreted or applied to require additional paid leave beyond the amounts set forth in Section 6.1(a) (Vacation and Sick Leave), and the provisions of ASSLA as they apply to employees covered by the CBA are waived to the full extent such waiver is permitted by law. In addition, unless otherwise required by ASSLA, ASSLA-covered call-ins will be counted for purposes of Section 6.1(d) (Leave Abuse).

Your signature below shall be deemed acceptance on behalf of Local 722.

Sincerely,

Kathleen F. Chapman
Assistant Vice President,
Human Resources
Washington Hospital Center

Confirmed and Accepted:

Daniel Fields, Jr.
President, SEIU, Local 722

APPENDIX V

INSERT DATE

Re: Alternative Shifts and Scheduling

Dear Mr. Fields:

This side letter confirms the agreement reached by the Washington Hospital Center (“the Hospital”) and the Service Employees International Union, Local 722 (“the Union”) (collectively, “the Parties”) during the Parties’ 2008 collective bargaining negotiations. The Hospital and the Union agree to establish a committee to discuss the feasibility and potential implementation of alternative shifts and scheduling, i.e., weekend alternative scheduling and ten (10) and twelve (12) hour shifts, on a department by department basis. The committee shall consist of no more than four (4) members selected by the Hospital and no more than four (4) members selected by the Union. Either party, after providing notice to the other party, may bring up to two (2) other attendees to a committee meeting to discuss operational issues that the committee is considering. The parties shall identify their respective committee members no later than November 17, 2008 and shall meet at least one (1) time by March 16, 2009, and thereafter at mutually agreed-upon times. The committee may submit any agreed-upon recommendations concerning alternative shifts and scheduling to the Hospital for its consideration and potential implementation. The committee shall submit any such recommendations no later than July 6, 2009. After the committee submits

any such recommendations, the Hospital shall provide a written response by October 6, 2009.

Your signature below shall be deemed acceptance on behalf of Local 722.

Sincerely,

Kathleen F. Chapman
Assistant Vice President,
Human Resources

Confirmed and Accepted:

Daniel Fields, Jr.
President, SEIU, Local 722

SCHEDULE A (SALARY SCHEDULE)

Effective September 28, 2008

GRADE	SHIFT DIFFERENTIAL	MINIMUM HOURLY	MAXIMUM HOURLY
20	\$1.130	\$11.298	\$16.742
21	\$1.151	\$11.512	\$16.963
22	\$1.180	\$11.804	\$17.296
23	\$1.217	\$12.171	\$17.739
24	\$1.262	\$12.621	\$18.294
25	\$1.315	\$13.152	\$18.957
26	\$1.376	\$13.764	\$19.734
27	\$1.446	\$14.461	\$20.621
28	\$1.524	\$15.242	\$21.618
29	\$1.611	\$16.110	\$22.728
30	\$1.707	\$17.065	\$23.950
31	\$1.811	\$18.111	\$25.278
32	\$1.925	\$19.247	\$26.723
33	\$2.047	\$20.473	\$30.930
34	\$2.179	\$21.793	\$33.404
35	\$2.357	\$23.574	\$36.410
36	\$2.584	\$25.839	\$40.051
37	\$2.779	\$27.791	\$44.056
38	\$3.230	\$32.297	\$48.462
39	\$3.363	\$33.626	\$53.307
40	\$3.699	\$36.989	\$58.638
41	\$4.379	\$43.794	\$64.502

SCHEDULE A (SALARY SCHEDULE)

Effective October 11, 2009

GRADE	SHIFT DIFFERENTIAL	MINIMUM HOURLY	MAXIMUM HOURLY
20	\$1.164	\$11.636	\$17.244
21	\$1.186	\$11.857	\$17.472
22	\$1.216	\$12.158	\$17.815
23	\$1.254	\$12.536	\$18.271
24	\$1.300	\$13.000	\$18.842
25	\$1.355	\$13.546	\$19.526
26	\$1.418	\$14.177	\$20.326
27	\$1.490	\$14.895	\$21.240
28	\$1.570	\$15.700	\$22.267
29	\$1.659	\$16.593	\$23.410
30	\$1.758	\$17.577	\$24.669
31	\$1.865	\$18.654	\$26.037
32	\$1.983	\$19.825	\$27.524
33	\$2.109	\$21.088	\$31.857
34	\$2.245	\$22.447	\$34.406
35	\$2.428	\$24.281	\$37.503
36	\$2.661	\$26.614	\$41.253
37	\$2.863	\$28.625	\$45.378
38	\$3.327	\$33.266	\$49.916
39	\$3.464	\$34.635	\$54.906
40	\$3.810	\$38.098	\$60.397
41	\$4.511	\$45.108	\$66.437

SCHEDULE A (SALARY SCHEDULE)

Effective October 10, 2010

GRADE	SHIFT DIFFERENTIAL	MINIMUM HOURLY	MAXIMUM HOURLY
20	\$1.199	\$11.985	\$17.934
21	\$1.221	\$12.213	\$18.171
22	\$1.252	\$12.523	\$18.528
23	\$1.291	\$12.912	\$19.002
24	\$1.339	\$13.390	\$19.596
25	\$1.395	\$13.952	\$20.307
26	\$1.460	\$14.602	\$21.139
27	\$1.534	\$15.342	\$22.090
28	\$1.617	\$16.171	\$23.158
29	\$1.709	\$17.091	\$24.346
30	\$1.810	\$18.104	\$25.656
31	\$1.921	\$19.214	\$27.078
32	\$2.042	\$20.420	\$28.625
33	\$2.172	\$21.721	\$33.131
34	\$2.312	\$23.120	\$35.782
35	\$2.501	\$25.009	\$39.003
36	\$2.741	\$27.412	\$42.903
37	\$2.948	\$29.484	\$47.193
38	\$3.426	\$34.264	\$51.913
39	\$3.567	\$35.674	\$57.102
40	\$3.924	\$39.241	\$62.813
41	\$4.646	\$46.461	\$69.094