

4.04 Wages

(a) (1) Effective for the period 7/1/06-09 through 6/30/0710, each employee in job classifications listed in Appendix A who is below the maximum for his job grade as designated in Appendix A will receive an increase equal to one-and-one-half percent (1.5%) of his regular rate or an amount equal to the difference between his existing regular wage rate and the maximum for his position, whichever is less, effective as of the first full pay period following his salary review date. Each full-time employee in job classifications listed in Appendix A whose regular rate is at or above the maximum for his job grade, as designated in Appendix A, will receive a lump-sum payment of five hundred dollars (\$500.00), payable 12/1/09. Each part-time eligible employee in job classifications listed in Appendix A whose regular rate is at or above the maximum for his job grade , as designated in Appendix A, will receive a lump sum payment of two-hundred fifty dollars (\$250.00), payable 12/1/09.

~~(i) For employees in job classifications listed in Appendix D, four percent (4.0%) of his regular rate or an amount equal to the difference between his existing regular wage rate and the maximum for his position, whichever is less, effective as of the first full pay period following his salary review date. Each full time employee in job classifications listed in Appendix D whose regular rate is at or above the maximum for his job grade, as designated in Appendix A, will receive a lump sum payment of one thousand two hundred dollars (\$1,200.00), payable 12/1/06. Each part-~~

~~time eligible employee in job classifications listed in Appendix D whose regular rate is at or above the maximum for his job grade, as designated in Appendix A, will receive a lump sum payment of six hundred dollars (\$600.00), payable 12/1/06;~~

~~(ii) For employees in job classifications listed in Appendix E, three percent (3.0%) of his regular rate or an amount equal to the difference between his existing regular wage rate and the maximum for his position, whichever is less, effective as of the first full pay period following his salary review date. Each full-time employee in job classifications listed in Appendix E whose regular rate is at or above the maximum for his job grade, as designated in Appendix A, will receive a lump sum payment of one thousand dollars (\$1,000.00), payable 12/1/06. Each part-time eligible employee in job classifications listed in Appendix E whose regular rate is at or above the maximum for his job grade, as designated in Appendix A, will receive a lump sum payment of five hundred dollars (\$500.00), payable 12/1/06.~~

~~(2) Effective for the period 7/1/07 through 6/30/08, each employee who is below the maximum for his job grade as designated in Appendix B will receive an increase equal to:~~

~~(i) For each employee with less than twenty (20) years' seniority as of his salary review date, three percent (3%) of his regular rate or an amount equal to the difference between~~

~~his existing regular wage rate and the maximum for his position, whichever is less, effective as of the first full pay period following his salary review date. Each full-time employee with less than twenty (20) years' seniority as of his salary review date whose regular rate is at or above the maximum for his job grade, as designated in Appendix B, will receive a lump-sum payment of one thousand dollars (\$1,000.00), payable 12/1/07. Each part-time eligible employee with less than twenty (20) years' seniority as of his salary review date whose regular rate is at or above the maximum for his job grade, as designated in Appendix B, will receive a lump-sum payment of five hundred dollars (\$500.00), payable 12/01/07.~~

~~(ii) For each employee with twenty (20) or more years' seniority as of his salary review date, three and one quarter percent (3.25%) of his regular rate or an amount equal to the difference between his existing regular wage rate and the maximum for his position, whichever is less, effective as of the first full pay period following his salary review date. Each full-time employee with twenty (20) or more years' seniority as of his salary review date whose regular rate is at or above the maximum for his job grade, as designated in Appendix B, will receive a lump-sum payment of one thousand two hundred dollars (\$1,200.00), payable 12/1/07. Each part-time eligible employee with twenty (20) or more years' seniority as of his salary review date whose regular rate is at or above the maximum for his job grade, as designated in Appendix B, will receive a lump-sum payment of six hundred dollars (\$600.00), payable 12/01/07.~~

~~(3) — Effective for the period 7/1/08 through 6/30/09, each employee who is below the maximum for his job grade as designated in Appendix C will receive an increase equal to three percent (3.0%) of his regular rate or an amount equal to the difference between his existing regular wage rate and the maximum for his position, whichever is less, effective as of~~

~~the first full pay period following his salary review date. Each full time employee whose regular rate is at or above the maximum for his job grade, as designated in Appendix C, will receive a lump sum payment of one thousand dollars (\$1,000.00), payable 12/1/08. Each part time eligible employee whose regular rate is at or above the maximum for his job grade, as designated in Appendix C, will receive a lump sum payment of five hundred dollars (\$500.00) payable 12/1/08.~~

(b) ~~(1)~~—The pay grade assigned to each job classification in the bargaining units and the minimum and maximum hourly rates for each pay grade are set forth in ~~Appendices Appendix A, B, and C,~~ attached hereto. The range minimums and maximums in effect as of 6/30/06-09 shall be increased ~~four one and one-half percent (4% 1.5%)~~ effective 7/1/06-09 (Appendix A). ~~The range minimums and maximums will be increased by an additional four percent (4%) effective 7/1/07 (Appendix B).~~ (2) Effective on the dates specified, the following job classifications will be upgraded on the date and by the amount specified:

<u>Job Classification</u>	<u>Date of Upgrade</u>	<u>Upgrade Amount</u>	<u>Date of Upgrade</u>	<u>Upgrade Amount</u>
Job Classifications In Engineering	12/1/06	1 Grade	12/1/07	1 Grade
Dental Assistants	4/1/07	1 Grade		
Job Classifications In Dietary Department			7/1/08	1 Grade
Technologists in Radiology Department	4/1/07	1 Grade		
Transport Technicians	4/1/07	1 Grade		

Chief Wound Management Technician and Wound Management Technicians	4/1/07	1 Grade	7/1/08	1 Grade
Support Services Associates	4/1/07	1 Grade	7/01/08	1 Grade
Job Classifications in Medical Records			7/1/08	1 Grade
Clinical Operations Representatives and Senior Clinical Operations Representatives			4/1/09	1 Grade
Surgical Posting Associates	4/01/07	1 Grade	7/01/08	1 Grade

~~Each employee in the above job classifications on the date of the specified upgrade will receive, effective as of the first full pay period after the specified date of the upgrade, an increase of five percent (5.0%) of his regular rate or an amount equal to the difference between his existing regular wage rate and the maximum for the grade, whichever is less.¹~~

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

The Hospital proposes the following side letter as part of its Counterproposal to the Union's Counterproposal on Section 4.04.

Service Employees International Union, Local 722 ("the Union") and Children's Hospital ("the Hospital") hereby enter into this Side Letter to their collective bargaining agreement effective from July 1, 2009 through June 30, 2010 ("CBA").

1. The Hospital will perform an internal equity review of employees in the job classifications listed below by April 1, 2010, which reviews will take into account the relevant experience of incumbent employees in the classifications listed relative to the relevant experience of other employees in the same job classifications. The Hospital will provide the Union with the results of these reviews and will implement any equity adjustments which both parties agree upon.

<u>Job Classification</u>
Patient Access Representatives
Patient Care Technician
Patient Services Associates
Unit Communication Associates
Sterile Processing

2. The Hospital will perform grade reviews of the bargaining unit classifications listed below by April 1, 2010, which reviews will compare the grade placement of the classifications listed with the grade placement of other Hospital classifications and with the external market and will include a market analysis of the minimums and maximums for

the positions. The Hospital will provide the Union with the results of these reviews on April 1, 2010, and will implement any changes in the grades of the listed job classifications which both parties agree upon.

<u>Job Classification</u>
Surgical Supply Assistant
EVS (Hazardous Waste Transporters)
Transport Paramedic

Agreed:

CHILDREN'S HOSPITAL

**SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 722**

Date

Date

7.02 Free Day

An employee with three or more years of service shall also be entitled to one free day during each Hospital fiscal year ~~per calendar year~~. A free day must be scheduled in advance with the approval of the employee's Department Head, and will be included in the employee's vacation hours and be subject to the provisions of Article IX of this Agreement.

NOTE: THE FOREGOING PROPOSED LANGUAGE CHANGE TO §7.02 IS FOR PURPOSES OF CLARIFICATION ONLY.

9.04 (a) Use of Vacation Leave

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

(b) Vacation Requests

(i) ~~For vacation during calendar year 1995 and thereafter,~~ Employees shall submit to their Department Head their vacation preference request of over four (4) days by December 1; response to the aforementioned vacation preference request shall be returned to the employee by December 31. Employees submitting such requests by this deadline shall be granted the requested time, except that if staffing and patient care requirements do not permit all employees requesting a certain vacation preference to take their vacation over the same time period, seniority shall govern. It is understood that, unless an emergency or severe operational considerations preclude it, at least one employee in the affected classification in a department shall be granted vacation time of over four (4) days which is requested by December 1.

(ii) For vacation preference requests of over four (4) days submitted to the Department Head by the December 1 deadline but denied, the employee will be given the opportunity until January 31 to select vacation time from the remaining available dates. If two or

more such employees request vacation for the same available dates, and all such requests cannot be accommodated, seniority shall govern.

(iii) Notwithstanding (i) and (ii) above, for vacation preference requests of over four (4) days which include a holiday, each employee shall have the opportunity to prioritize holiday week requests and such vacation will be scheduled in seniority order; however, no employee shall be scheduled for more than one holiday week until all other employees who have requested a holiday week have been granted a requested holiday week, if available, in seniority order. If any holiday week slots remain available thereafter, the same process shall be followed.

~~(iii)~~(iv) Requests for four (4) or fewer vacation days shall be submitted to an employee's Department Head at least ten (10) working days in advance. Response to the request for the use of four (4) or fewer vacation days shall be returned to the employee within five (5) working days from the date the request was made. If two or more such employees request vacation for the same available dates, and all such requests cannot be accommodated, seniority shall govern.

~~(iv)~~(v) Requests for more than four (4) days submitted after the applicable deadline shall be submitted to an employee's Department Head not before January 31, and at least ten (10) working days prior to the first day of the requested leave. Response to the request for the use of more than four (4) days vacation submitted after the applicable deadline shall be returned to the employee within five (5) working days from the date the request was made. Such requests will be approved on a first-in, first-approved basis (subject to staffing and patient care

requirements). If two or more such employees request vacation on the same day for the same available dates, and all such requests cannot be accommodated, seniority shall govern. All matters related to vacation selection and scheduling shall not be subject to the grievance and arbitration provisions of this Agreement.

10.05 Miscellaneous

The Hospital shall continue to provide, in accordance with its present policy and subject to any applicable conditions or limitations therein, the following benefits:

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

(b) Patient discounts of at least fifty percent (50%) for the treatment of employees' children (except for dental and orthodontic services, which will instead receive a discount of twenty percent (20%)), subject to the Hospital's right in its sole discretion to establish and change the charge for any treatment.

(c) Check cashing privileges for employees **of the employees' personal checks** up to twenty five dollars (\$25.00) per day; provided however, that the Hospital reserves the right to withdraw check cashing privileges for a period of twelve (12) months from any employee who abuses the privilege by virtue of bounced checks, stop payment orders, and the like. For purposes of this section, abuse will mean two (2) bounced checks, stop payment orders, or the like.

NOTE: THE PROPOSED LANGUAGE CHANGE TO § 10.05(c) IS TO CAPTURE THE PRESENT PRACTICE.

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

The Hospital withdraws its Proposal No. 4 below relating to Article XII.

PROPOSAL NO. 4

ARTICLE XII: GRIEVANCE AND ARBITRATION

12.01 Grievance Defined

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

12.02 Grievance Procedure

An employee grievance, that is, one initiated by an individual employee, shall commence at Step 1 except that a grievance contesting of a termination shall commence at Step II by submission of the grievance in writing signed by the grievant or the Union's authorized representative to the Hospital's Director of Human Resources within the time deadlines specified below. A Union grievance, that is, one initiated by the Union or a group of similarly affected employees, shall commence at Step II by the submission of the grievance in writing signed by the Union's authorized representative to the Hospital's Director of Human Resources within ten (10) working days after the occurrence of the event giving rise to the grievance. Issues not raised at Step I and II cannot be raised in arbitration. Unless otherwise agreed, the following procedure shall apply:

Whenever a dispute which would commence at Step I arises involving an individual employee, the aggrieved employee may present his concern orally and informally to his immediate supervisor, to the end that the dispute may be resolved amicably, expeditiously, and informally. If the concern is not resolved at this preliminary informal meeting, then the

employee may proceed to Step I. The employee may at his option proceed directly to Step 1 without an informal meeting.

Step I: The aggrieved employee, or an authorized Union representative on behalf of the grievant, shall present the grievance in writing to the person to whom the grievant's immediate supervisor reports (e.g., a manager or Department Head) within ten (10) working days after the occurrence of the event giving rise to the grievance. Copies of all written grievances shall be submitted simultaneously to the Hospital's Director of Human Resources and to the Union. If no response is rendered within five (5) working days after submittal of the grievance in Step I, the grievance shall be deemed denied, Step I concluded and the grievant may proceed to Step II. Within five (5) working days after submittal of the grievance in Step I, either party may request, in writing, a meeting with the other party to discuss the grievance; provided, that if such a meeting is requested and there is no response within ten (10) working days after submittal of the grievance at Step I, the grievance shall be deemed denied, Step I concluded, and the time for appeal to Step II shall begin.

Step II: If a satisfactory settlement is not effected in Step I, the grievant may, within five (5) working days after conclusion of Step I, submit such grievance in writing, signed by the grievant or the Union's authorized representative, to the Hospital's Director of Human Resources. In accordance with the procedures set forth above, a grievance contesting a discharge, or a Union grievance, shall commence at this Step, and be filed within ten (10) working days of the discharge or event giving rise to the grievance. The Director of Human Resources may render a response within ten (10) working days, and, if a response is so provided, Step II shall be concluded and the time for a proceeding to Step III shall begin. If no response is

rendered by the Director of Human Resources within ten (10) working days after submittal of the grievance in Step II, the grievance shall be deemed denied, Step II concluded, and the grievant may proceed to Step III. 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, unless the parties otherwise agree.

Step III: If a satisfactory settlement is not effected in Step II, the Union's President, Vice-President or Secretary-Treasurer may refer the grievance to arbitration by giving written notice to the Hospital's Director of Human Resources within twenty (20) working days of the conclusion of Step II, and at the same time notifying the arbitrator specified in Section 12.04 of this Article of the Union's desire to proceed to arbitration; provided, that if the grievance is contesting a discharge, the period of twenty (20) working days referred to shall be reduced to ten (10) working days.

12.03 Time Limits and Procedural Conditions

For purposes of this Article, working days shall be Monday through Friday, excluding Saturdays, Sundays and holidays. Whenever a party has the right or is required to take some action within a prescribed period after the service of a response or other paper upon him, the period shall begin to run from the date of the postmark upon the notice or other paper if mailed, or from the day of actual service or notice if hand-delivered or provided in person. Any time limit provided in this Article may in an individual case be extended by a written agreement signed by duly authorized representatives of the parties, but neither party shall be obligated in any way to grant such an extension. All grievances not filed or processed in strict accordance

with the time limits and procedures set forth in this Article shall be deemed abandoned without regard to any excuse therefor, and no arbitration shall be required or had thereon.

12.04 Selection of Arbitrator

The parties agree on a panel of four (4) arbitrators to hear and decide all grievances arising pursuant to this Agreement as follows: Charles Feigenbaum, Herbert Fishgold, Roger P. Kaplan and Joseph M. Sharnoff. The arbitrators shall be assigned in the order listed, starting from the first and proceeding to the last listed. Arbitrators may be added or deleted by the mutual written agreement of the parties, but the panel will never exceed four (4) in number.

12.05 Procedures of Arbitration

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

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

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

12.06 Authority of the Arbitrator

The arbitrator shall have the authority to hear and determine any grievance that has been submitted to him in accordance with the time and procedural requirements of this Article. Only one grievance may be heard at one time by the same arbitrator. The arbitrator shall have authority to apply the provisions of this Agreement and to render a decision on any grievance properly coming before him. Awards may or may not be retroactive, depending upon the facts of each case. The arbitrator shall have no authority to amend or modify this Agreement or any provision thereof or to establish any terms or conditions. [NOTE: See Section 12.05] ~~The arbitrator shall not consider the failure of a patient or visitor to the Hospital to appear at a hearing to be prejudicial to either party.~~ The arbitrator shall render his decision as expeditiously as possible, but in no event later than thirty (30) working days after the close of the hearing, unless otherwise agreed to; provided that the period of thirty (30) working days shall be reduced to seven (7) working days if the grievance is contesting a discharge. The decision shall be final and conclusive on the Hospital, the Union and the employees and may be enforced in accordance with law.

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

12.07 Limitations on Back Pay

Any back pay/damages awarded in connection with a contract interpretation grievance shall be limited to a period of no longer than ninety (90) days, and no arbitrator

shall have authority to render a back pay or damages award for a period greater than ninety (90) days.

13.16 Parking

(a) The Hospital has the right, in its sole discretion, to establish rates, availability, and other conditions relating to employee parking, and the exercise of this right by the Hospital shall not be subject to the grievance and arbitration procedures of Article XII. Notwithstanding the foregoing, the monthly lease parking rate for employees as of 6/8/06 (\$49.00) can be increased by no more than three dollars (\$3.00) effective 1/1/08; and, the monthly lease parking rate in effect as of 1/1/08 can be increased by no more than two dollars (\$2.00) effective 1/1/09. The maximum rate as listed above may only be raised to include the exact amount attributable to any increase in the District of Columbia parking tax that may be imposed on the Hospital at any time after July 1, 1994, provided that such increase will be rescinded if and when the District of Columbia parking tax is rescinded.

(b) Notwithstanding the foregoing, however:

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

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

The Hospital makes this Counterproposal together with its Proposal No. 7.

PROPOSAL NO. 6

ATTENDANCE GUIDELINES
FOR
SEIU COVERED EMPLOYEES

Service Employees International Union, Local 722 ("the Union") and Children's Hospital ("the Hospital") hereby enter into this Side Letter to their collective bargaining agreement effective from July 1, 2009 through June 30, 2010("CBA").

Children's Hospital requires employees to report to work everyday for their scheduled shifts and to follow the departmental procedures regarding time and attendance.

Excessive absenteeism and/or tardiness are subject to corrective action. Corrective action will be based on frequency of occurrences ~~and trends in accordance with the following in accordance with these Guidelines.~~

To encourage and reward accumulation of sick leave, there is a Sick Leave Incentive Benefit. The details can be found in Article 8.04 of the CBA.

~~**Absenteeism**~~ **Absence** is defined as being absent from work on any scheduled workday not reporting to work as scheduled, even though the employee has reported off. An absence of one entire scheduled shift or more than one scheduled shift on consecutive days, or reporting late by two (2) or more hours for a scheduled shift, will be counted as an absence occurrence. ~~Each period of consecutive absence will be recorded as one occurrence regardless of the number of days duration.~~

Tardiness is defined as being not appropriately dressed and at the employee's work station at the start of the scheduled shift. ~~will be considered reporting to work or returning from breaks after the scheduled starting time.~~

~~Employees who~~ Reporting to work late or returning late from a break or a meal period by more than six (6) minutes but less than two (2) hours of a scheduled shift will be counted as a tardiness occurrence.

- ~~• five (5) six (6) or fewer minutes late or less will not be charged with one fourth (1/4) of an absence occurrence~~
- ~~• more than five (5) six (6) minutes late will be charged as one half (1/2) of an absence occurrence for these occurrences.~~

Corrective action for tardiness will be administered according to the following:

Five (5) occurrences within a twelve-month period — First Written Notice.

Six (6) occurrences within a twelve-month period – Second Written Notice.

Seven (7) occurrences within a twelve-month period — One (1) Day Suspension.

Eight (8) occurrences within a twelve month period – Termination.

Corrective action for absences will be administered according to the following:

Five (5) occurrences within a twelve-month period — First Written Notice.

Six (6) occurrences within a twelve-month period – Second Written Notice.

Seven (7) occurrences within a twelve-month period — One (1) Day Suspension.

Eight (8) occurrences within a twelve month period – Termination.

Employees who leave before the end of their shift after their manager or supervisor has instructed them not to leave will be considered insubordinate and subject to immediate termination.

~~Employees who are absent without call in or who fail to follow call in procedures will be charged with two occurrences of absence for that occasion.~~

Two (2) or more failures to follow the applicable call-in procedures in connection with an absence (other than an instance of “No-Call/No-Show,” which is discussed in the next paragraph) within any twelve (12) month period shall subject an employee to immediate discipline in accordance with Article III, Section 3.02, of the CBA, and each such failure will be counted as an absence occurrence.

~~A No Call/No Show of three (3) consecutive scheduled shifts will result in immediate dismissal for job abandonment.~~ **No Call/No Show shall subject an employee to immediate discipline in accordance with Article III, Section 3.02, of the CBA and shall be counted as an absence occurrence.**

Employees will be expected to notify the Hospital that they will be tardy at least thirty (30) minutes in advance of the start of their scheduled shift, if possible. Two (2) or more failures to follow this call-in procedure in connection with a tardiness within any twelve (12) month period shall subject an employee to immediate discipline in accordance with

Article III, Section 3.02, of the CBA, and each such failure will be counted as a tardiness occurrence.

Absence due to ~~Family Medical Leave (FMLA), Parental Leave,~~ **statutorily protected leave, Bereavement Leave, Military Obligation, Jury Duty, and other circumstances including hospital confinement and work incurred injury will not be recorded as an occurrence of absence for purposes of corrective action.**

Time/Attendance records will be maintained for a consecutive twelve-month period, starting with the employee's first occurrence of absence. ~~An employee who has received a second or third step of discipline during a consecutive twelve (12) month period will move to the next level of discipline during the subsequent twelve month period after four (4) occurrences and to the next level (if any) after an additional four (4) occurrences.~~

~~Corrective action will be administered according to the following:~~

~~Six (6) Four (4) occurrences within a twelve month period — First Written Notice.~~

~~Ten (10) Six (6) occurrences within a twelve month period — Second Written Notice.~~

~~Thirteen (13) Seven (7) occurrences within a twelve month period — One (1) Day Suspension.~~

~~Fifteen (15) Eight (8) occurrences within a twelve month period — Termination.~~

Consistent with Hospital policy, all terminations should be reviewed in advance by Human Resources. This review shall include a review of all the facts and circumstances of the particular employee's record.

NOTE – For purposes of transitioning to the new attendance guidelines set forth herein from the attendance guidelines that were previously in effect, employees who have received discipline as of July 1, 2009 pursuant to the previous attendance guidelines will have any such discipline removed from their file. Employees who have received no discipline as of July 1, 2009, but who have occurrences pursuant to the previous attendance guidelines will have their number of occurrences reduced to zero. This does not affect, however, any employee who was terminated pursuant to the attendance guidelines that were previously in effect, nor will it affect any pending grievances.

Agreed:

CHILDREN'S HOSPITAL

**SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 722**

Date

Date

PROPOSAL NO. 7

Proposed New Side Letter

Mr. Daniel R. Fields, Jr.
President
SEIU Local 722
1673 Columbia Road NW, Suite 100
Washington, DC 20009-3699

Re: Children's Hospital – D.C. Accrued Sick and Safe Leave Act

Dear Mr. Fields:

This confirms the parties' agreement regarding the relationship between the recently enacted District of Columbia Accrued Sick and Safe Leave Act of 2008 ("ASSLA") and the sick leave provisions of the collective bargaining agreement between Children's Hospital and SEIU Local 722 ("Local 722") for the period July 1, 2009 through and including June 30, 2010 ("CBA").

Specifically, the sick leave provisions of the CBA encompass the leave required by ASSLA and ASSLA will not be interpreted or applied to require additional paid leave or additional reasons for using the paid leave provided for in the CBA except to the extent required by ASSLA. Further, in light of the sick leave provisions of the CBA, 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.

If the following is acceptable to Local 722, please sign below on the space indicated to signify Local 722's agreement.

Sincerely,

Carole Schor
Vice President, Human Resources

Agreed and Accepted:

Mr. Daniel R. Fields, Jr., President
SEIU Local 722

The Hospital proposes the following side letter.

Proposed New Side Letter

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

Re: Children's Hospital – Trainer Pay

Dear Mr. Smiley:

This confirms the parties' agreement regarding the Trainer Pay for which employees in the job classifications set forth in this letter are eligible. Effective July 1, 2009*, the Hospital will provide Trainer Pay to employees to whom it assigns Trainer duties as follows:

- **Potential Job Classifications:**
 - **Laboratory Associate**
 - **Senior Laboratory Associate**
 - **ER Technicians, including Chief Wound Management Technician and Wound Management Technician**

- **Criteria for Determining Whether Trainer Pay is Applicable:**
 - **Role requires demonstrated mastery of assigned tasks, which is imparted as part of the training**
 - **Training is part of a program with the length of training time provided to trainee being at least six (6) weeks**

***Note: This proposal assumes that the parties reach agreement on a new collective bargaining agreement which is effective on July 1, 2009.**

- **Trainer Duties and Responsibilities:**
 - **Demonstrate performance of tasks**
 - **Provide feedback**
 - **Using a checklist provided by the Hospital, validate and document skills and performance of tasks**

- **Training Guidelines and Requirements:**
 - **Assignment of new employee to 1:1 relationship with Trainer during “training” period**
 - **Trainer is trained to perform tasks on which training will be provided**

- **Trainer Selection Criteria:**
 - **Must have 2 years’ seniority, with 1 year in the position eligible for Trainer Pay**
 - **Is an employee in “good standing” – that is, has received no written corrective action during the prior 12 months**
 - **Demonstrates proficiencies in the applicable subject matter and in communication skills and customer service**
 - **Trainers will be chosen by the Hospital from those employees who have volunteered to serve as Trainers, with seniority governing where abilities and proficiencies are equal**

- **Trainer Pay**
 - **Employees who serve as Trainers pursuant to this Side Letter will be paid an additional \$2.00/hour for each hour or portion thereof they spend actually performing Trainer duties**

- **The terms of this Side Letter will be subject to the provisions of the parties’ collective bargaining agreement for the period July 1, 2009 through June 30, 2010 (“CBA”), including but not limited to Section 4.11.**

- **Concurrent with the implementation of the foregoing, the preceptor pay specified in the attached August 15, 2002 letter of Kathryn M. Koepenick to Marchel Smiley will end.**

- **The parties recognize that whether or not to assign Trainer duties to employees in the job classifications listed above is within the discretion of the Hospital.**

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

- **This Side Letter will remain in effect for the duration of the parties' collective bargaining agreement covering the period July 1, 2009 through June 30, 2010.**

If this is acceptable to Local 722, please sign below on the space indicated to signify Local 722's agreement.

Sincerely,

Carole Schor

Corporate Vice President, Human Resources

Attachment

Agreed and Accepted:

**Marchel Smiley, Secretary/Treasurer
SEIU Local 722**

Proposed Side Letter –
Joint Forum on Staffing

Service Employees International Union, Local 722 (“the Union”) and Children’s Hospital (“the Hospital”) hereby enter into this Side Letter to their collective bargaining agreement effective from July 1, 2009 through June 30, 2010 (“CBA”).

1. There shall be established a Joint Forum to discuss staffing issues within SEIU Classifications and to consider staffing issues as they relate to optimum Patient Care, Quality Customer Service and Employee Safety.

2. No later than September 1, 2009, a Joint Forum (consisting of 5 members from the Union and 5 members from Hospital Management) shall meet to allow the Union to present and discuss any concerns with staffing which the Union would like to present.

3. Within thirty (30) days of the meeting described in Paragraph 2 above, the Joint Forum shall meet again for the Hospital to address the staffing concerns raised by the Union in the first meeting of the Joint Forum.

4. The parties recognize that matters relating to staffing will ultimately be determined by the Hospital. Nothing in this side letter shall limit, impair, or otherwise impinge upon the Hospital’s right to determine or change matters relating to staffing either as part of this process or after any staffing-related changes implemented as a result of the Joint Forum process set forth in this Side Letter.

5. This process will be repeated annually during the term of the CBA.

ARTICLE XVI: TERM

16.01 **Term**

One (1) year – July 1, 2009 to June 30, 2010.

The Union withdraws its proposals on Article 1.02(b) Bargaining Unit and Article 10.05(d) Miscellaneous.