

***The Hospital re-submits its June 26, 2009  
Comprehensive Counterproposal, except as modified by  
the attached.***

**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 two percent (2.0%) 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 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 six hundred dollars (\$600.00), 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 three-hundred dollars (\$300.00), 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-two~~ percent (4% ~~2.0%~~) 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>
<del>Job Classifications In Engineering</del>	12/1/06	1-Grade	12/1/07	1-Grade
Dental Assistants	4/1/07	1-Grade		
<del>Job Classifications In Dietary Department</del>			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.<sup>1</sup>~~

(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.**

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

**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.**

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

**Agreed:**

\_\_\_\_\_  
**CHILDREN'S HOSPITAL**

\_\_\_\_\_  
**SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 722**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**5.05 In-Service Training and Educational Assistance**

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

(b) All permanent full-time or part-time eligible employees who have successfully completed six (6) months of continuous employment are eligible, upon approval by the Hospital, to receive educational assistance for formal education or training courses.

(i) The Hospital at its sole discretion may pay a maximum of ~~\$1,200.00~~ **\$1,500.00** per year per employee of the tuition costs of formal education and training courses for permanent full-time employees. Part-time eligible employees may receive up to a maximum of ~~\$600.00~~ **\$750.00** of such costs.

(ii) All such formal education or training courses must be demonstrably related to health care subjects and reasonably related to career objectives in the health care field. Questions employees have regarding the processing of applications for payment under this section may be directed to the Director of the Department of Human Resources of the Hospital.

(iii) **Consistent with the applicable scheduling procedures, departments will make reasonable efforts to provide employees covered by this Agreement the same opportunity to adjust work schedules as provided to other Departmental employees for the purpose of attending formal education or training courses. If an employee covered by this Agreement is denied a schedule change in order to utilize the**

**benefit specified in this subsection, said employee shall receive in writing the reason for the denial.**

(c) Professional Development - The Hospital recognizes the credentialing of bargaining unit employees with licenses, certifications and registrations as an important step in their professional development. Bargaining unit employees may use annual leave in order to take exams, courses and certifications which are related to their employment at the Hospital or which will qualify them for advancement or enhance their skills in the acute care hospital setting. The Hospital shall reimburse the costs associated with attending national, regional and local conferences, up to a maximum of five hundred dollars (\$500), for no less than twenty (20) bargaining unit employees per contract year from job classifications where licensure, certification and /or registration is a requirement of employment.

(d) Joint Committee on Training and Education. It shall be the policy of the parties to assist employees to realize their full job potential and to create circumstances whereby employees can develop career progression. Therefore, there shall be established a Hospital-Union committee to study and recommend to the Hospital the establishment of training programs, academic courses of study, and such other projects and activities as may permit and encourage employees to upgrade their jobs and levels of competence, including scheduling of work to accommodate training and study programs. The Committee may recommend programs to be wholly or partially funded by the Hospital. 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.

**PROPOSAL NO. 3**

**ARTICLE X: BENEFITS**

**10.01 Health and Welfare**

The Hospital, at its expense, shall continue in effect, and subject to existing terms and conditions, the long term disability insurance.

The Hospital, in its sole discretion, will select and provide to its employees hospitalization and medical insurance. For the period July 1, 1991 through and including June 30, 1992, the Hospital shall continue to provide at its expense individual health insurance coverage for full-time and part-time eligible employees. Effective July 1, 1992, the Hospital shall pay 80% of the premium for individual health insurance coverage for full-time and part-time eligible members of the bargaining unit, provided the employee pays 20% of the premium, and provided further that such co-payment shall apply to all Children's Hospital employees. Effective September 1, 1991, for employees who elect individual plus one child coverage, the Hospital shall pay 55% of the premium, provided the employee pays 45% of the premium; for employees who elect family or dependent coverage, the Hospital shall pay 50% of the premium, provided the employee pays 50% of the premium. The Hospital shall have the right, in accordance with applicable law and regulations, to offer employees the option of a Health Maintenance Organization in lieu of the foregoing plan. The Hospital's obligation to pay premium amounts shall in all cases be limited to the dollar amount it pays towards the premium of its sponsored plan.

**10.02 Life Insurance**

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

**10.03 Workers' Compensation**

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

**10.04 Tax Sheltered Annuity Program**

Upon the completion of one full year of service, a full-time bargaining unit employee will be eligible to participate in the tax sheltered annuity program.

During the first year of eligibility (2nd year of employment) the Hospital will match 50% of the employee's contribution of 1, 3 or 5%. Upon the completion of the second year of eligibility (3rd year of employment) the Hospital will match 100% of the elected contributions of 1, 3 or 5%. Upon severance of employment, pension participants are entitled to 100% of both the Hospital's and their contributions to the fund.

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

**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.

**10.06 Liability for Insurance Coverage**

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

**10.07 Benefit Continuation**

Health insurance will be continued while on unpaid leave consistent with the terms of 6.01 and 10.01 of this Agreement.

**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.

**PROPOSAL NO. 7**

**Proposed New Side Letter**

**Mr. Marchel Smiley  
Secretary/Treasurer  
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. Smiley:**

**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 paid leave in addition to the paid sick leave specified in the CBA except to the extent required by ASSLA. 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:**

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