

SEIU LOCAL 722

Contract Proposals

June 15, 2010

The Union reserves the right to add to or modify these proposals. Unless modified by this document, the Union proposes no changes to the current Collective Bargaining Agreement dated July 1, 2009-June 30, 2010.

8.05 Leave Abuse

Once an employee has called in six (6) times over the twelve-month period commencing on July 1st and ending on June 30th, any additional call-in may be considered leave abuse.

Once an employee has reported to work late (after the recognized grace period) six (6) times over the twelve-month period commencing on July 1st and ending on June 30th, any additional occurrence of reporting to work late may be considered leave abuse.

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 discipline.

A No Call/No Show shall subject an employee to an immediate two (2) day suspension. A second No Call/No Show shall subject an employee to immediate termination.

Absence due to statutorily protected leave, Bereavement Leave, Military Obligation, Jury Duty, and other circumstances including hospital confinement and work incurred injury will not be recorded as Leave Abuse for purposes of corrective action.

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.

1.02 Bargaining Unit

(b) Employees who are assigned primarily to and spend a majority of their work hours at a facility other than the Hospital's main location at 111 Michigan Avenue, NW. or its Comp Care, Adams Morgan or Trinity Square satellite facilities are not part of the bargaining unit represented by the Union and are not covered by this Agreement, **except, the Hospital shall provide the Union monthly with the name and classification of each employee covered under this section.**

(c) Employees of new business ventures involving the Hospital including but not limited to joint ventures and other ventures created as a result of acquisitions or mergers, are not part of the bargaining units represented by the Union and are not covered by this agreement. Any decision by the Hospital to enter into or establish such new business ventures shall be considered a managerial decision not subject to bargaining or negotiation under the National Labor Relations Act regardless of whether the new business venture offers patient care services similar to or the same as offered by the Hospital Provided, **however, if work performed by bargaining unit members is moved off campus, bargaining unit employees impacted by such move shall remain covered by this agreement.**

1.12 Temporary Employee

A temporary employee is one who is hired on a temporary basis for not more than **thirty (30)** consecutive days, except that such period may be extended when the temporary employee is replacing an employee on an authorized leave of absence, provided that written notification of the extension and the name of the employee that the temporary is replacing and the employee's position are given to the Union. **The Hospital shall notify the Union within three (3) calendar days when more than three (3) temporary employees are hired in any single bargaining unit classification. The notification shall include the classification, shift and duration of temporary assignment.**

Side Letter NO. 5

The Union proposes to keep Side Letter NO. 5 except to change date to new collective bargaining agreement date, and change date in number two (2) to September 1 each year of the Collective Bargaining Agreement.