

ARTICLE IV: HOURS AND WAGES

4.04 Wages

(a) (1) Effective for the period ~~7/1/09~~7/1/10 through ~~6/30/10~~6/30/11, 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 ~~threetwo~~ percent (~~2.0~~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 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 ~~sixseven~~ hundred fifty dollars (\$~~750600~~.00), payable ~~12/1/09~~12/1/10. 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 seventy five~~three hundred dollars (\$~~375300~~.00), payable ~~12/1/09~~12/1/10.

(2) Effective for the period 7/1/11 through 6/30/12, each employee in job classifications listed in Appendix B who is below the maximum for his job grade as designated in Appendix B will receive an increase equal to three 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 B 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 seven hundred fifty dollars (\$750.00), payable 12/1/11. Each part-time eligible employee in job classifications listed in Appendix B 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 three hundred seventy five dollars (\$375.00), payable 12/1/11.

(3) Effective for the period 7/1/12 through 6/30/13, each employee in job classifications listed in Appendix C who is below the maximum for his job grade as designated in Appendix C will receive an increase equal to three 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 C 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 seven hundred fifty dollars (\$750.00), payable 12/1/12. Each part-time eligible employee in job classifications listed in Appendix C 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 three hundred seventy five dollars (\$375.00), payable 12/1/12.

(b) 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 Appendix Appendices A, B, and C, attached hereto. The range minimums and maximums in effect as of ~~6/30/09~~6/30/10 shall be increased to ~~two~~four percent (2.4.00%) effective ~~7/1/09~~7/1/10 and the range maximums in effect as of 6/30/10 shall be

increased by three percent (3.0%) effective 7/1/10 (Appendix A). The range minimums and maximums will be increased by an additional three percent (3.0%) effective 7/1/11 (Appendix B). The range minimums and maximums will be increased by an additional three percent (3.0%) effective 7/1/12 (Appendix C).

Note: The dates listed in this proposal assume that the parties are able to reach an agreement by July 1, 2010 that is ratified by the SEIU membership and approved by the Hospital's Chief Executive Officer and/or Board of Directors by July 7, 2010.

Note: The term "regular rate" in this proposal is subject to the Hospital's proposal regarding a definition for "regular rate."

(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 to replace the existing Side Letter No. 6 with the following:

SIDE LETTER NO. ____

July 1, 2010

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

Re: Children's Hospital – Market, Equity, and Job Grade Reviews

Dear Mr. Smiley:

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, 2010 through June 30, 2013 (“CBA”).

The Hospital will perform a market, equity, and job grade review of employees in the service areas or job classifications listed below by the corresponding dates listed below. The reviews (a) will take into account the relevant experience of incumbent employees in the classifications to be reviewed relative to the relevant experience of other employees in the same job classifications; (b) will compare the grade placement of the classifications to be reviewed with the grade placement of other Hospital classifications and with the external market; and (c) will include a market analysis of the minimums and maximums for the positions. The Hospital will provide the Union with the results of these reviews and will propose, in light of the circumstances, to implement any market adjustments, equity adjustments, and/or changes in the grades of job classifications that it deems appropriate. Any such adjustments and/or changes are subject to the Union’s agreement.

Service Area/Job Classification	Review Completion Date
Pharmacy Services	April 1, 2011
Donor Center	April 1, 2011
Medical Lab Technician	April 1, 2011
Sr. Medical Lab Technician	April 1, 2011
Orthopedic Technician	April 1, 2011
LPN	April 1, 2011
Dental Assistant	April 1, 2011
Engineering Services	April 1, 2011
Transport Technician	April 1, 2011
Diagnostic Imaging	April 1, 2011
Pulmonary Diagnostic RCP	April 1, 2011

Service Area/Job Classification	Review Completion Date
Material Management Services	April 1, 2012
Nutrition Services	April 1, 2012
Respiratory Services	April 1, 2012
Medical Records	April 1, 2012
Perioperative Services	April 1, 2012
Cardio Technologist Invasive	April 1, 2012
Cardiovascular Perfusionist	April 1, 2012
Coord Electrocardiography	April 1, 2012

Agreed:

CHILDREN'S HOSPITAL

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 722

Date

Date

Side Letter No. 2, Attendance Guidelines, will be deleted. The following new Section 3.06 will be added to the Agreement.

ARTICLE III: DISCIPLINE

3.06 Leave Abuse

Each employee shall have a twelve (12) month "Attendance Period." The "Attendance Period" shall commence the first time the employee does not report to work as scheduled or the first time the employee reports to work late after July 7, 2010, and every twelve (12) months thereafter.

Once an employee has not reported to work as scheduled five (5) times within the employee's twelve (12) month Attendance Period, the employee is subject to discipline. Any additional failure to report to work as scheduled may subject the employee to termination.

Once an employee has reported to work late (i.e., not appropriately dressed and at the employee's work station within the recognized grace period of six (6) minutes) five (5) times within the employee's twelve (12) month Attendance Period, the employee is subject to discipline. Any additional tardiness may subject the employee to termination.

If an employee receives a suspension due to failure to report to work as scheduled or reporting to work late during any Attendance Period, the suspension will carry-over into, and remain in effect, during the following Attendance Period.

The foregoing shall not restrict the Hospital, in its discretion, in determining the appropriate level and nature of discipline based on the facts of each case and the Hospital may start at any level of discipline, or may skip or repeat disciplinary steps, depending on the nature and circumstances of the conduct involved.

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.

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.

3.07 Make up of Failures to Report to Work

An employee shall not be required to make up any day on which the employee failed to report to work as scheduled if the Hospital also counts such a failure to report to work toward discipline.

Note: This counterproposal is conditioned on the Union's withdrawal of its June 30, 2010 Class Grievance alleging violation of the Attendance Guidelines.

Note: Any suspensions that an employee received during the term of the 2009-2010 collective bargaining agreement for attendance due to failure to report to work as scheduled or for reporting to work late shall remain in effect until June 30, 2011 and may be used as the basis for further discipline. All other discipline and occurrences due to failure to report to work as scheduled or for reporting to work late that an employee received during the term of the 2009-2010 collective bargaining agreement shall not be counted toward further disciplinary action.