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Side Letter No. **1**, D.C. Accrued Sick and Safe Leave Act, will be deleted.

ARTICLE VIII: SICK LEAVE

8.01 Sick Leave

Sick leave is defined as an absence of an employee on a scheduled work day by reason of illness or accident, which is not work connected, for which the employee receives pay. Sick leave cannot be taken in increments of less than one-half (1/2) hour. Sick leave will be paid only when an employee is sick on a regularly scheduled day of work. Employees are encouraged to schedule medical and dental appointments outside of working hours, but sick leave may be used for scheduled medical and dental appointments if such leave is requested at least seven (7) days in advance and is approved by the Department Head. Employees who are sick but have exhausted their sick leave may request annual leave or leave of absence subject to the provisions of this Agreement. Sick leave will at all times be provided and administered in accordance with applicable law.

8.02 Sick Leave Accrual

Each employee shall accrue sick leave for each biweekly pay period at the rate of 0.04625 hours for each hour worked or paid for up to a maximum of 80 hours per pay period.

Employees who are covered by the D.C. Accrued Safe and Sick Leave Act ("ASSLA") may use up to a maximum of 56 hours (7 days) of sick leave per year pursuant to ASSLA. Such leave shall be administered in accordance with ASSLA. Sick leave may be accumulated up to a maximum of 1040 hours for full-time employees and 520 hours for part-time eligible employees. Sick leave may be used as soon as it is accrued and registered, and registered portions may be carried forward to the next year.

8.03 Sick Leave Eligibility

To be eligible for pay under this Article an employee must notify the designated Hospital personnel as soon as possible prior to the start of his scheduled shift. (The Hospital agrees that it shall not require such notification to be any earlier than two (2) hours prior to the start of a shift.) In addition, to be eligible an employee upon return to work must comply with the requirements of medical clearances set forth in section 13.05. The Hospital also may require proof of illness or accident, including a certification from a physician, when an employee's supervisor believes in his discretion there is a possible abuse of sick leave by an employee. Sick leave may be used by a pregnant employee in accordance with applicable law.

8.04 Sick Leave Incentive

In order to encourage the accumulation of sick leave, the Hospital shall pay a cash amount to each employee who has been employed for an entire calendar year without taking any unpaid leave of absence. For sick leave utilization during calendar 2009 and beyond, the cash amounts shall be as follows:

FULL-TIME EMPLOYEES

No. of Sick Leave Hours used in Year	Cash Amount
0-24	\$200.00
Over 24-32	\$150.00

FULLPART-TIME EMPLOYEES

No. of Sick Leave Hours used in Year	Cash Amount
0-12	\$100.00
Over 12-16	\$75.00

Any payment due under this provision shall be paid at the completion of the first full pay period after January 1 of each year.

ARTICLE I: RECOGNITION, UNIT AND CHECKOFF

1.12 Temporary Employee

(a) A temporary employee is one who is hired on a temporary basis for not more than one hundred fifty (150) consecutive days, except that such period may be extended, provided that written notification of the extension and the name of the employee that the temporary employee is replacing and the position are given to the Union. A temporary employee subsequently hired into a permanent position in which they have previously served one hundred fifty (150) days or more, shall not be required to complete a probationary period; provided the hire is into the same job classification.

(b) A temporary employee may be retained through a temporary staffing agency or directly by the Hospital. Where the Hospital utilizes five (5) or more temporary employees in a single bargaining unit classification within a department, the Hospital will provide the Union with notice within three (3) working days of such utilization. Such notice shall include the job classification, department, shift, and duration of the temporary assignment. Where the Hospital subcontracts work formerly performed by bargaining unit employees instead of using bargaining unit employees (that is, reduces the number of bargaining unit employees and indefinitely or permanently replaces such bargaining unit employees with workers retained by a subcontractor, instead of using temporary employees), the Hospital will utilize the notice provisions and follow the process specified in Section 2.02 of the Agreement.

