

COLLECTIVE BARGAINING AGREEMENT

by and between

MedStar Washington Hospital Center

and

**National Nurses Organizing Committee, National Nurses
United, AFL-CIO**

Term of Agreement

June 1, 2015

through

May 31, 2019

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AGREEMENT

THIS AGREEMENT, effective as of June 1, 2015, is made and entered into by and between MEDSTAR WASHINGTON HOSPITAL CENTER (hereinafter referred to as the “Hospital” or “MWHC”) and NATIONAL NURSES ORGANIZING COMMITTEE, NATIONAL NURSES UNITED, AFL-CIO (hereinafter referred to as the “Union”) (sometimes collectively referred to herein as the “parties”).

WITNESSETH

Recognizing that essential services vital to the community and the interest of its employees depend upon the Hospital’s ability to provide quality, uninterrupted patient care, the Hospital and Union agree to strive mutually to improve the care and comfort of patients and to promote orderly and peaceful resolution of all disputes and differences between the parties. With these goals in mind, the parties have entered into this collective Agreement which sets forth herein the parties’ full agreement covering wages, rates of pay, hours of work, and other conditions of employment.

In consideration of the terms and provisions herein specified, the parties agree as follows:

ARTICLE 1 UNION RECOGNITION, BARGAINING UNIT DEFINITION, AND INTRODUCTORY PERIOD

1.1 Union Recognition. The Hospital recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment of those employees of the Hospital listed in Article 1.2.

1.2 Bargaining Unit. This Agreement covers all regular, Full-Time Nurses, all regular, Part-Time Eligible Nurses, and all Float Pool Nurses employed by the Hospital at its Washington, D.C. location. This Agreement excludes all nurse administrators, clinical specialists, clinical supervisors, managers, Clinical Care Facilitators, educators, students, supervisors as defined in the National Labor Relations Act (as amended), Part-Time Ineligible Nurses, Temporary Nurses, and all other employees.

1.3 Introductory Employees.

(a) All Nurses who are newly hired into a bargaining unit position or transfer into a bargaining unit position covered by this Agreement from any non-bargaining unit position, either prior to or after the date of this Agreement, shall be considered introductory employees until completion of ninety (90) days of employment. The Hospital may extend this introductory period by up to an additional thirty (30) days. In the event the introductory period is extended, the Hospital shall notify the Union of such

decision and state the reason(s). All rehired Nurses (defined as those who have been employed as non-introductory Nurses by the Hospital within the past five (5) years) shall be considered introductory employees until completion of forty-five (45) days of employment.

(b) Any Nurses who are in special training programs (except in the Operating Room) shall have an introductory period of ninety (90) days or the duration of such programs, whichever is longer, plus forty-five (45) days, provided, however, that the introductory period of such Nurses shall not exceed six (6) months. A Nurse who is in a special training program in the Operating Room shall remain an introductory employee until the program is completed.

(c) Nurses in special training programs, upon their request or if removed through no fault of their own (i.e., who have not been removed for performance, clinical skill deficiencies, rule violations or misconduct), may be considered for transfer to other vacant bargaining unit positions for which they possess the necessary and requisite skills to perform the work or could acquire those skills within a reasonable amount of time. Failure of the Hospital to transfer an introductory Nurse will not be subject to the grievance and arbitration provisions of this Agreement.

(d) A Nurse transferring from one bargaining unit position to another bargaining unit position who has not successfully completed the introductory period shall be considered an introductory employee for the longer of sixty (60) days or the remainder of the original introductory period. A Nurse transferring from one bargaining unit position to another bargaining unit position who has successfully completed the introductory period shall not be considered an introductory employee, but shall be subject to the trial period upon transfer (Article 1.4) if the transfer is outside the Nurse's Clinical Service Area ("CSA") as defined in Article 10.1.

(e) During the introductory period, a Nurse may be discharged by the Hospital with or without cause and without recourse to the grievance or arbitration provisions of this Agreement.

1.4 Trial Period Upon Transfer. A Nurse transferring from one Clinical Service Area ("CSA"), as defined in Article 10.1 below, to another shall be on trial for thirty-five (35) scheduled and worked shifts. During such trial period, the Hospital may return the Nurse to her/his former CSA. This trial period may be extended by the parties with mutual consent which shall be reduced to writing and signed by the parties. In the event that the Nurse returns to her/his former CSA, the Nurse shall be given her/his former position, if available, or if not available, an available staff nurse position within her/his CSA. If no position is available in the CSA, then the Nurse will be offered a choice among current vacant staff nurse bargaining unit positions, provided that the Nurse possesses the necessary and requisite skills to perform the work.

ARTICLE 2 MANAGEMENT RIGHTS

2.1

(a) The Union recognizes that the Hospital has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and/or meeting medical emergencies. The Union further recognizes the right of the Hospital to operate and manage the Hospital and that all management functions, rights and responsibilities which the Hospital has not modified or restricted by a specific provision of the Agreement are retained and vested exclusively in the Hospital.

(b) Such functions, rights, and responsibilities or management include, but are not limited to:

- the right to require standards of performance, including developing and modifying job descriptions, and to maintain order and efficiency;
- to direct employees and to determine job assignments and working schedules;
- to determine the materials and equipment to be used;
- to implement improved operational methods and procedures;
- to determine staffing requirements;
- to determine the kind and location of facilities;
- to determine whether the whole or any part of the operation shall continue to operate;
- to select and hire employees;
- to promote and transfer employees;
- to discipline, demote, or discharge employees for just cause;
- to implement reductions in force for lack of work;
- to recall employees;
- to require overtime work of employees in an emergency where patient care so requires;
- to make or change Hospital rules, regulations, policies, and practices not inconsistent with the terms of the Agreement;

- to promulgate, modify, distribute, and enforce reasonable rules of employee conduct and manuals of operating procedures, including dress code and personal hygiene standards;
- to transfer work and to subcontract all or any portion of the work now or hereafter done by the employees covered hereby; and
- to generally manage the Hospital to attain and maintain full operating efficiency and optimum patient care.

Only rules which are not inconsistent with this Agreement shall be promulgated by the Hospital.

(c) The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. Provisions of this Agreement shall prevail over any past practices and working conditions which restrict management functions.

ARTICLE 3 PERFORMANCE MANAGEMENT

3.1 Counseling.

(a) The Hospital will strive to address Nurses' performance problems in a non-disciplinary context. If a Nurse has failed to meet established standards, but discipline is not deemed to be appropriate by the Hospital, the Nurse's immediate supervisor will meet with the Nurse to discuss and to attempt to agree on written goals and/or expectations, and to suggest methods for achieving those goals or meeting those expectations.

(b) Nurses and their immediate supervisors will attempt to discuss performance issues prior to the imposition of formal discipline.

(c) Any counseling activities (or the fact that counseling was not given) are not subject to the grievance and arbitration procedures of this Agreement. Counseling is not a prerequisite to utilization of the discipline procedure outlined in Article 3.3 or 3.4. Documentation of any counseling shall not be sent to Human Resources for inclusion in a Nurse's personnel file.

(d) The Hospital will make available on each unit information regarding the Employee Assistance Program; provided, however, that the unavailability of such information shall not be grounds for overturning any counseling or discipline of a Nurse.

3.2 Discharge and Discipline for Just Cause.

(a) The Hospital shall have the right to discharge, suspend without pay or impose other disciplinary action for just cause, provided, however, that the affected Nurse shall be given an opportunity to respond to the alleged misconduct or performance deficiencies or problems prior to the decision to impose discipline. Any disciplinary action must be initiated within fifteen (15) calendar days of the Nurse's immediate supervisor becoming aware of the conditions giving rise to the discipline. Initiate means that the Hospital has given the Nurse written notice of 1) discipline, 2) intent to recommend discipline, or 3) an investigation and the possibility of disciplinary action. Discipline will be administered within twenty-two (22) calendar days of the Nurse's immediate supervisor becoming aware of the conditions giving rise to the discipline, provided that this period will be extended when circumstances beyond the Hospital's control make it impossible to administer discipline within twenty-two (22) days. All dismissals or disciplinary suspensions shall be without pay, provided, that during an indefinite suspension a Nurse may use any PTO accrued as of the date of suspension. In the event a suspension or discharge is subsequently withdrawn or reversed in arbitration, the Nurse may receive retroactive pay and benefits, as deemed appropriate by the Arbitrator.

(b) Any disciplinary action may be appealed through the grievance and arbitration procedures of this Agreement.

(c) A Nurse called by the Hospital to attend a disciplinary meeting or investigatory meeting which could lead to discipline shall have the right to Union representation, which includes the right to interrupt a meeting that has already commenced to request Union representation. It shall be the Nurse's responsibility to inform the Hospital that s/he wishes to have such representation. If no Union Representative is available to attend a disciplinary meeting or investigation when it is called, the meeting will be delayed until a Union Representative can be located. In no event will a meeting be delayed for more than twenty-four (24) hours. Regardless of any delay in a disciplinary meeting or investigatory meeting, nothing will prevent the Hospital from removing a Nurse from work until a Union Representative can be located for the disciplinary meeting or investigatory meeting.

(d) When a supervisor has reason to correct and/or discipline a Nurse, it shall be done professionally. To the extent possible under the circumstances, discipline will be administered outside of the presence of other employees or the public. Nurses also are expected to conduct themselves in a professional manner.

(e) At such times as the parties agree, the Hospital and the Union will make arrangements to jointly discuss the provisions of Article 3.2 at staff meetings on each unit and on all shifts.

(f) Upon request, the Union will be given copies of any documentation used to support discipline of a Nurse, provided, however, that the Hospital has the right to withhold confidential or privileged information, including patient information. Documentation used to support discipline shall be provided, without charge, prior to or at

the first grievance meeting. Any failure of the Hospital to supply documentation used to support discipline does not preclude its use in arbitration, provided, however, that such documentation is provided to the Union as soon as it has been discovered.

(g) At the time of discipline for excessive tardiness and/or absences, the Nurse will be provided with documentation of the tardiness and/ or absences which are the basis for the discipline.

3.3 Discipline Procedure.

(a) Except for offenses constituting gross misconduct (which shall mean the deliberate or reckless disregard of standards of behavior that the Hospital rightfully expects and which shows a serious indifference to the interests of the Hospital, patients, and/or staff), the Hospital shall generally employ a system of progressive discipline, directed towards the goal of correction, as follows:

- (1) First Step – Written Warning: In a written warning, a Nurse will be provided with an explanation of his/her failure to meet established standards, and/or the deficiency or misconduct that must be corrected.
- (2) Second Step – Second Written Warning: In a second written warning, a Nurse will be provided with an explanation of his/her failure to meet established standards, and/or the deficiency or misconduct that must be corrected.
- (3) Third Step – Discharge, Suspension or Other Disciplinary Action: Discharge, suspension or other disciplinary action shall require written notice to the Nurse, setting forth the reason(s) for the action.

(b) The above progressive disciplinary procedure (which does not apply to cases of gross misconduct) does not relate solely to each specified offense, but includes progressive discipline for any combination of offenses. In other words, a second offense not constituting gross misconduct shall subject the Nurse to a written reprimand, whether or not it is the same offense as the first violation; similarly, the third offense not constituting gross misconduct shall subject the Nurse to discharge or suspension, whether or not it is the same or different offense as the first and/or second violations. Notwithstanding the foregoing, a Nurse shall not be terminated under the progressive discipline system unless the Nurse has been disciplined in the last eighteen (18) months for a similar offense. For the purposes of defining “similar” offenses under this paragraph, all time and attendance related offenses are similar offenses, all clinical practice issues are similar offenses, and all other types of offenses are similar offenses. Any offense that is more than eighteen (18) months old shall not be considered in the above described progressive disciplinary procedure. Any offense that is more than eighteen (18) months old shall be removed from the Nurse’s personnel file and placed in an inactive file to be used only for judicial and administrative proceedings, and in arbitrations, by either party, to show patterns and practices. Progressive discipline that is more than eighteen (18) months old maybe referred to in arbitration only if it concerns a

similar offense to the offense that is the subject of the pending arbitration, unless the Union or Nurse cites the Nurse's tenure of employment as either a defense to the discipline or as a rationale for mitigation, in which case the Hospital may make fair use of any progressive discipline in the Nurse's inactive file.

(c) The progressive discipline procedure in Article 3.3 shall not apply to any Nurse working under a "last chance" agreement between the Nurse and the Hospital. Discipline for any such Nurse will be controlled by the terms of the applicable "last chance" agreement and shall not be subject to grievance and arbitration.

ARTICLE 4 UNION RIGHTS

4.1 Visitation. The Union's authorized non-employee representative(s) shall be permitted access to the Hospital to ascertain that this Agreement is being adhered to; provided, that such representative(s) give a designated Hospital official sufficient advance notice (twenty-four (24) hours' notice for visits Tuesday-Friday; for visits that will occur on Saturday, Sunday, or Monday, MWHC must receive notice by 5:00 p.m. on the preceding Thursday) designating the date and time of the visit, the expected duration of the visit, and the Hospital areas to be visited. Such access shall be limited to no more than two (2) representatives, unless the Hospital consents to a larger number. Such visits shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care.

4.2 Representation. The Union may appoint a reasonable number of Shop Stewards in the bargaining unit. The Union shall provide the Hospital with a list of all Shop Stewards. All Nurses, to the extent required by law, have the right to request the attendance, advice, and guidance of a Shop Steward or a Union Representative where reasonably available at any disciplinary conference or Step 1 grievance procedure.

4.3 Union Bulletin Boards. The Hospital will provide space, in mutually agreeable locations, for two (2) Union Bulletin Boards. The boards will carry labels identifying them as Union Boards. In addition, the Hospital will provide one (1) Union Bulletin Board per nursing unit, which may be used for the posting of notices of Union meetings or committee meetings, announcements of Union matters, or other items of official Union business. The Union will mark any posted material to indicate that it is a Union document. The Union will not post on any bulletin board material that is defamatory. If the Hospital notified the Union of allegedly defamatory material, that material will be removed pending discussion between the parties. If the parties disagree, either party may appeal the dispute to arbitration immediately.

4.4 Bargaining Unit Information.

(a) The Hospital will provide the Union each month with a list of all bargaining unit employees in electronic format. The listing will reflect name, home address, telephone number, employee number, hire date (Hospital seniority date), termination date (if

applicable), classification status (e.g., Full-Time, Part-Time Eligible, leave code status, etc.), Straight Time Hourly Rate, job code, unit/department assignment, date of birth, gender, and race. The Hospital will provide copies of bargaining unit vacancies on a bi-weekly basis. The Hospital also will provide the Union with a copy of all discipline issued to bargaining unit Nurses within eight (8) calendar days of issuance.

(b) Upon request from the Union, the Hospital will provide a copy of any existing Hospital or departmental policies or procedures relating to working conditions of bargaining unit Nurses.

4.5 Maintenance of Membership/Agency Shop.

(a) All bargaining unit members are required to pay either Union dues or agency fees. Any Nurse who fails to pay such dues or agency fees shall, within thirty (30) calendar days following receipt of written demand from the Union to the Hospital requesting his/her discharge, be discharged, if during such period, the required fees have not been tendered.

(b) Any Nurse now employed at the Hospital within the bargaining unit who is now a member of the Union and/or who becomes a member, or any Nurse hired on or after the effective date of this Agreement who voluntarily joins the Union, may elect to change her/his status from member to agency fee payer if written notice is given to the Hospital and the Union within the fifteen (15) calendar days preceding the member's anniversary date of membership. If such election is made, the Nurse shall remain an agency fee payer for the remainder of this Agreement.

(c) Nurses whose religious practices preclude them from joining or financially supporting the Union shall not be required to join the Union or pay either dues or agency fees to the Union. Instead, they shall be required to pay to the Union a sum equivalent to the agency fee which the Union shall donate to a non-religious charitable organization exempt from taxation under Section 501(c) of the Internal Revenue Code, as designated by the Nurse and approved by the Union. Failure of the Nurse to make these payments shall be treated the same as failure to pay Union dues or agency fees as stated in Article 4.5(a). A Nurse shall certify and affirm that s/he has a bona fide religious practice on a form provided by the Union.

4.6 Dues Checkoff and Political Action Committee.

(a) The Hospital shall deduct monthly dues, except fines and penalties, as designated by the Union, from all Nurses covered by this Agreement on the basis of individually, voluntarily signed authorization cards. Such monies shall be tendered by the Hospital to the Union within eight (8) calendar days following the second pay day of each month. Provided, however, that the Union agrees to indemnify the Hospital from any and all liabilities, claims, or proceedings the Hospital may suffer as a result of agreeing to be bound by this dues checkoff provision. Both parties' obligations under this Article 4.6 shall terminate on the expiration of the Agreement.

(b) The Hospital shall also deduct on a monthly basis voluntary Political Action Committee (“PAC”) monies on a separate form which must be approved by the Hospital. Such monies shall be tendered to the Union within eight (8) calendar days following the end of the month. Provided, however, that the Union agrees to indemnify the Hospital from any and all liability, claims, or proceedings the Hospital may suffer as a result of agreeing to deduct voluntary PAC monies from an employee’s paycheck. This provision shall terminate on the expiration of the Agreement. The Hospital will implement PAC deductions within ninety (90) days of contract ratification and upon receipt of appropriate authorizations. The authorization form shall be no larger or smaller than one page measuring 8.5” x 11”.

4.7 Revocation of Deduction Authorization. A Nurse’s authorization to deduct dues or fees shall be irrevocable for a period of one (1) year from the date of authorization or until the expiration of the present Collective Bargaining Agreement between the Hospital and the Union, whichever is the shorter of the two periods, without regard to the Nurse’s membership status in the Union. A Nurse may revoke his or her authorization only by giving written notice of such revocation by mail to both the Hospital (to the attention of the Senior Vice President for Human Resources or designee) and the Union, postmarked within the 10-day period prior to the anniversary date of the authorization, or within the 10-day period prior to the expiration date of any applicable Collective Bargaining Agreement, whichever occurs sooner.

4.8 Erroneous Payments. The Union agrees to refund any amounts remitted in error, upon presentation of evidence of error. The Hospital agrees to rectify errors in deducting dues or remittance of aggregate dues upon presentation of evidence of error.

4.9 Orientation. The Union will be given at least thirty (30) calendar days’ notice of the time, date, and physical location of Nurse orientation, and will be permitted to schedule a thirty (30) minute address at each Nurse orientation.

4.10 Access.

(a) If the Union provides ample advance notice setting forth specific dates and times requested for meeting room space, the Hospital will make reasonable efforts to provide non-unit-based meeting room space in the main Hospital building for the Union’s use for at least six (6) hours every other weekend and at least eight (8) hours on a weekday between 5:00 PM and 5:00 AM every other week, or, during the 120 days prior to the expiration of the Agreement, at least six (6) hours every weekend and at least eight (8) hours between 5:00 PM and 5:00 AM on a weekday every week. The Hospital will continue to make reasonable efforts to accommodate other reasonable requests for meeting room space on Hospital property at other time slots. The hours set forth above may not necessarily involve consecutive hours on a single day, and the parties recognize that the Hospital is not obligated to satisfy the specific requests of the Union with respect to times, days of the week, or locations.

(b) The Hospital shall provide to the Union, during the term of this Agreement, a secure office in the East Building for the exclusive use of the Union, subject to the

normal rules and limitations governing the use of office space at the Hospital. The office will be provided at a fair market rate determined by a third party who is mutually selected by the parties. The Hospital shall not be responsible for any injury or loss to any person or property relating to the use of the office.

ARTICLE 5 NON-DISCRIMINATION

5.1 Non-Discrimination. Both the Hospital and the Union state that it is their policy to treat their employees/members without regard to race, color, religion, national origin, sex, age, marital status, sexual orientation, disability, genetic information, status as a veteran, political affiliation or belief, ethnic background, military draft status, gender identity, or Union activity. The parties agree that procedures to redress claims of discrimination provided for by federal, state and/or local laws and regulations shall be the exclusive remedy for such claims and that the grievance and arbitration provisions of this Agreement shall not be invoked and shall not be applicable for the resolution of such claims unless the Nurse notifies the Hospital's Senior Vice President for Human Resources, in writing, within twenty-two (22) days of the alleged discriminatory act or twenty-two (22) days from when the grievant became aware (or should have become aware) of the facts giving rise to the claim, of the specifics of the alleged discrimination and the nature of the discrimination charged. Compliance with this requirement shall be in addition to those grievance procedures set forth in Article 17.

ARTICLE 6 SENIOR NURSE REDUCED WORK OPTION

6.1 Senior Nurse Reduced Work Option.

(a) The Hospital will maintain a Senior Nurse Reduced Work Option position available to Nurses whose combined years of Hospital seniority and age equals at least seventy (70). For example, a nurse who is fifty (50) years old and has twenty (20) years of Hospital seniority is eligible for the Senior Nurse Reduced Work Option position because the Nurse's combined age and Hospital seniority equals seventy (70). A Nurse seeking a Senior Nurse Reduced Work Option position must have been regularly scheduled as a regular Nurse on the unit in which he/she seeks a position for a period of one continuous year immediately prior to seeking the position. In order for a Float Pool Nurse to be eligible for consideration for a Senior Nurse Reduced Work Option position, the Float Pool Nurse must have worked in the CSA for a minimum of 416 hours in the year immediately prior to the transfer and obtain permission from the Department Head of the unit in which the Nurse seeks a Senior Nurse Reduced Work Option position.

(b) The work requirement for Nurses in the Senior Nurse Reduced Work Option position will be three (3) shifts per six-week schedule. There shall be no weekend, holiday, on-call, or off-shift work requirements unless the Nurse volunteers for such work.

(c) If a Nurse in the Senior Nurse Reduced Work Option elects to participate in the Hospital's group health insurance plan, the Hospital will contribute two-hundred dollars (\$200.00) per month toward such coverage while the Nurse is actively employed in the Option, until the Nurse becomes eligible for Medicare.

(d) When a Nurse transfers into the Senior Nurse Reduced Work Option, the Nurse shall maintain her/his then-current Straight Time Hourly Rate and the following differentials will be applied based on the start time of the shift worked: \$2.00 for weekday evening shifts; \$4.00 for weekday night shifts; \$3.00 for weekend day shifts; \$5.00 for weekend evening shifts; and \$7.00 for weekend night shifts.

(e) When a Nurse transfers into the Senior Nurse Reduced Work Option, the Nurse may elect to remain on the unit where she/he was working immediately prior to the transfer and is not subject to be reassigned in accordance with Article 11.7 except in cases of emergency or unit closure.

(f) Except as provided above, the provisions applicable to Float Pool Nurses (see Article 38) will apply to Nurses in the Senior Nurse Reduced Work Option.

ARTICLE 7 MEDICAL EXAMINATIONS

7.1

(a) In the interest of safeguarding the health of employees and patients, the Hospital shall require Nurses to take a medical examination prior to placement on the payroll. The Hospital may also require Nurses to take medical examinations at such other times as the Hospital may thereafter deem advisable; provided, that the Hospital shall not act in an arbitrary or capricious manner in requiring such subsequent medical examinations. With the exception of the medical examination upon hire, a Nurse, at her/his own expense, may have her/his own physician perform said medical examinations; provided, that the physician's report of the results of the examination be on a medical form acceptable to the Hospital. A Nurse's medical records may be given to the Nurse's personal physician upon written request of the Nurse.

(b) Nurses must complete all physical examination requirements prescribed by the District of Columbia. Nurses not meeting these requirements within thirty (30) days of when their annual physical examination is due, are subject to suspension or such other action as may be necessary to obtain compliance with the District of Columbia regulations.

ARTICLE 8 SECURITY

8.1 Examination of Packages. The Hospital may require a Nurse carrying packages to and from the Hospital to submit such packages to inspection by the Hospital's security force.

8.2 Personal Identification. For the protection of the Hospital's patients and employees, the identification paraphernalia supplied by the Hospital must be worn or displayed at all times in accordance with Hospital regulations.

8.3 Lobbies and Waiting Rooms. Nurses may not use lobbies and waiting rooms since such areas are reserved for friends and relatives of patients.

ARTICLE 9 SENIORITY

9.1 Definition. "Hospital seniority" is defined as length of continuous, uninterrupted service by the Nurse with the Hospital and/or its predecessors, from the last date of hire, subject to the provisions in Article 9.3 and 9.4 below. The Nurse's seniority record will, upon request, be made available to the Nurse in person at the Human Resources Office.

9.2 Applicability of Seniority. Seniority shall govern only in respect to reductions in force, recalls from reductions in force, and holiday scheduling as specified in Article 10.4 (Procedure for Reduction in Force), 10.7 (Recall), and 12.1 (Holidays) and shall also apply as indicated in Article 11.2 (overtime), 11.3 (scheduling), 23.1 (parking), 26.6 (Senior Nurse Reduced Work Option), 34.6 (repayment of benefits), and 36.1 (36-hour scheduling option position availability).

9.3 Loss of Seniority. A Nurse's Hospital seniority shall be broken when she/he:

- (a) resigns or retires;
- (b) is discharged for cause;
- (c) fails to return following the end of a leave of absence;
- (d) fails to accept an offer of recall into his or her former position or into a vacancy in any CSA for which the Nurse is qualified, or, after accepting such an offer, fails to return to work within fourteen (14) calendar days after the Hospital has served the offer of recall to her/him by letter; or
- (e) is not recalled before his/her time on the recall roster expires as provided in Article 10.7.

9.4 Restoration of Seniority. Any person who was employed by the Hospital as a Nurse for at least twelve (12) consecutive months and is rehired as a Nurse within one (1) year after a separation of employment will recover, for purposes of the circumstances specified in Article 9.2, all previously earned Hospital seniority.

9.5 Hiring Criteria. The Hospital will place newly hired Nurses on the wage scale (Appendix A hereto) using the following criteria:

RN Experience (US or International)	Step Placement
Less than 12 months experience	0
12-23 months experience	1
24-35 months experience	2
36-47 months experience	3
48-59 months experience	4
60-71 months experience	5
72-83 months experience	6
84-95 months experience	7
96-107 months experience	8
108-119 months experience	9
120-131 months experience	10
132-143 months experience	11
144-155 months experience	12
156-167 months experience	13
168-179 months experience	14
180-191 months experience	15
192 or more months experience	16

For purposes of these hiring criteria, prior RN experience is defined as work as a Registered Nurse (requiring RN licensure) in an acute care, subacute care, nursing home, home health care, and/or long-term care facility. Newly hired Nurses will be given credit for non-RN experience or RN experience other than the foregoing experience in accordance with Hospital practice. The Hospital will provide the Union with notice and,

upon request, will bargain with the Union if the Hospital intends to change such Hospital practice. In the event that the Union and Hospital cannot reach agreement, the Hospital may submit the matter to arbitration in accordance with the provisions of this Agreement.

The Hospital will provide the Union with notice and, upon request, will bargain with the Union if the Hospital intends to place a newly hired Nurse at a level and/or step higher on the wage scale than the Nurse's experience would warrant according to the hiring criteria or if it intends to give a newly hired nurse credit for one hundred ninety-two (192) or more months of experience. While the Union will consider any demonstrable market developments and/or operational changes relating to such proposed change, any such change will not be implemented without the Union's agreement, provided, however, the Union's approval shall not be unreasonably withheld.

The Hospital will give the Union at least two (2) weeks' written notice of its intent to change the sign-on bonus, referral bonus, and/or relocation reimbursement program(s) and, upon request, will meet and discuss such intent to change with the Union.

ARTICLE 10
CLINICAL SERVICE AREAS, REDUCTIONS IN FORCE,
SEVERANCE AND RECALL

10.1

(a) Clinical Service Areas ("CSAs"). The CSAs shall be as follows, and such CSAs shall be utilized only for purposes of reduction in force, recall from reduction in force, and trial periods upon transfer.

- (1) Surgical Critical Care Services (3G/4G/PACU/CVRR/4H)
- (2) Operating Room Services (1st Floor Operating Room/MOR/TFOR)
- (3) Intermediate Care (2E IMC/IE IMC)
- (4) MedSTAR Transport
- (5) Surgical Cardiac Services (4NW)
- (6) Surgical Services (2E/2NW/5NW/3NW/3F/3E/4F)
- (7) Surgical Preoperative and Postoperative Services (ATC/Holding/Same Day Surgery)
- (8) Transplant Surgery Clinic/Surgical Clinic
- (9) Endoscopy Services (GI Lab)
- (10) Interventional Radiology/Gamma Knife

- (11) Cath Lab
- (12) Hemodialysis (3D/Satellite)
- (13) Medical Services (1C/2C/2D/2F/2NE/3C/AHU/4E)
- (14) Oncology (3NE/Infusion Center/Oncology Specialty Centers/Radiation Oncology/Medical Oncology Suite)
- (15) Medical ICU/CCU (2H/2G/3H/Rapid Response Team)
- (16) Emergency Room/MedStar (1G)
- (17) IV Therapy
- (18) Delivery Room
- (19) OB/GYN Nursing Units (5C/5D/5D Nursery/5F/5F Nursery)
- (20) NICU (5A/5B Nursery)
- (21) Medical Cardiac Services (4C/4D/4NE)
- (22) EP Lab
- (23) All Others

(b) The parties recognize that the Hospital may need to change CSAs during the term of the Agreement to address operational or patient care needs. The Hospital will provide the Union with not less than thirty (30) days' notice prior to implementation and, at the Union's request, shall meet with the Union for purposes of discussion, clarification, and bargaining over the effects on Nurses impacted by the change.

(c) The reduction in force and recall provisions in Article 10.4 and 10.6 of this Agreement shall be applied to any reductions in force or recalls utilizing the CSA structure that existed at the time of the notice of the reduction in force.

10.2 Notice of Reduction in Force. The Union and all Nurses on an impacted unit will be given notice of any reduction in force not less than sixty (60) days prior to the effective date of the reduction in force. The first fifteen (15) days of this period shall be used for the solicitation and selection of volunteers. The remainder of the notification period shall be used for notification of affected Nurses, displacement interviews, and the First and Second Round selection procedure.

10.3 Superseniority. Shop stewards and officers of the Union shall be the last Nurses affected by a reduction in force where they possess the necessary and requisite skills and ability to perform required patient care. The Union shall be limited to no more than thirty (30) persons who shall be permitted to exercise such superseniority in the order designated by the Union. The Union will provide the Hospital with written notice of any

changes in the persons holding these positions as they occur, which will become effective eight (8) calendar days after the Hospital receives such notice; provided, however, that if there is a change in any Union Shop Steward within this eight (8) day period as a result of a Union election, the new Shop Steward will replace the individual who previously held her/his Union position for superseniority purposes. All those claiming “superseniority” pursuant to this Article 10.3 must be eligible therefore under the law as it exists when superseniority rights are claimed or exercised. Shop Stewards may function wherever needed.

10.4 Procedure for Reduction in Force. When in the judgment of the Hospital it becomes necessary to effect a reduction in force, the Hospital shall give the Union the notices specified in Article 10.2 of this Agreement, and shall supply to the Union information concerning the bargaining unit positions to be affected and existing vacancies, if any. In the event of a reduction in force, no vacancy shall be deemed unavailable in the selection process specified below on the basis that any Temporary Nurse is working in the Hospital. After volunteers, if any, have been selected and individuals affected by the reduction in force have been notified, all bargaining unit vacancies will be frozen (including new hires and transfers) until the conclusion of the fifteen (15) day displacement interview period specified below.

The Hospital agrees to confer with the Union, and upon request, to explain the information provided and/or discuss the impending action. It is expressly agreed, however, that the Hospital shall have no obligation to negotiate with the Union concerning its decision to effect a reduction in force nor shall the parties be required to reach an agreement on the Hospital’s decision: (1) to effect a reduction in force; or (2) to select which Nurses are to be selected for reduction in force in accordance with this Agreement; or (3) to select which positions are to be abolished; or (4) any other aspect of the decision to effect a reduction in force.

Displacement interviews (in which Nurses participate in the reduction in force procedure outlined below) must be scheduled and concluded within fifteen (15) days of notice to individual Nurses affected by the reduction in force. Upon advanced notice to the Hospital, a Union designee may attend the displacement interview when so requested by the affected Nurse to be interviewed.

In the event of a reduction in force, the Hospital will first solicit volunteers in the affected unit(s)/department(s) for reduction in force. The Hospital retains the right and discretion to deny any volunteer the opportunity to be selected for reduction in force if, in the opinion of the Hospital, that Nurse is essential to the proper running of the affected unit(s)/department(s). If, after the Hospital removes from the volunteer pool any Nurse who volunteered and is deemed to be essential to the proper running of the affected unit(s)/department(s), more Nurses volunteer than necessary, volunteers will be accepted in order of seniority. Volunteers may choose to avail themselves of the Article 10.5 Severance in lieu of the process described in Article 10.4.

In the event that an insufficient number of Nurses volunteer, then such reductions in force shall be by inverse order of Hospital seniority. The following reduction in force

procedure shall apply. A Nurse may select any option within the First Round. If a Nurse is unable to obtain a position in the First Round, the Nurse may select any option within the Second Round. If the Nurse is unable to obtain a position within the Second Round or is unsuccessful during orientation, the Nurse shall be a part of the reduction in force with all rights and benefits afforded under this Agreement in the event of a reduction in force.

(a) First Round.

- (1) Select any vacancy within the Nurse's CSA provided that the Nurse possesses the necessary and requisite skills to perform the work, and can become oriented for the job within twenty (20) scheduled and worked shifts, excluding certification classes, provided, however, that the Nurse successfully completes the certification course when next offered, even if it is necessary for the Nurse to attend the certification classes on non-work time;

OR

- (2) Select any vacancy in any other CSA, provided that the Nurse possesses the necessary and requisite skills to perform the work, and can become oriented for the job within twenty-five (25) scheduled and worked shifts, exclusive of any certification classes. It is agreed and understood, however, that such certification classes must be successfully completed when next offered even if it is necessary for the Nurse to attend on non-work time.

If a Nurse cannot select a vacancy within her/his same CSA, the period in which the Nurse may be allowed to complete the orientation course can be reasonably extended beyond twenty-five (25) scheduled and worked shifts for a maximum of ten (10) additional shifts, if the Nurse so requests. In this instance also, the certification course must be successfully completed when next offered even if it is necessary for the Nurse to attend on non-work time;

OR

- (3) Bump (displace) the least senior Nurse based on Hospital seniority with the same shift and hours within the Nurse's CSA, provided that the Nurse possesses the necessary and requisite skills to perform the work, and can become oriented within fifteen (15) scheduled and worked shifts. This period may be extended by the parties for up to ten (10) scheduled and worked shifts with mutual consent which shall be reduced to writing and signed by the parties. In the event there is no less senior Nurse with the same shift and hours within the Nurse's CSA, the Nurse may bump (displace) the least senior Nurse based on Hospital seniority within the Nurse's CSA, regardless of shift and hours, provided that the Nurse possesses the necessary and requisite skills to perform the work, and can

become oriented within fifteen (15) scheduled and worked shifts. This period may be extended by the parties for up to ten (10) scheduled and worked shifts with mutual consent which shall be reduced to writing and signed by the parties.

Notwithstanding the foregoing, if a Nurse could have selected a vacancy pursuant to Paragraphs (a)(1) or (2) above, but instead elected to bump a less senior Nurse within the CSA, the fifteen (15) scheduled and worked shift orientation period may not be extended.

(b) Second Round. If the Nurse is unable to obtain a position in the First Round:

(1) Bump (displace) the least senior Nurse based on Hospital seniority with the same shift and hours within any other CSA, provided that the Nurse possesses the necessary and requisite skills to perform the work, and can become oriented within fifteen (15) scheduled and worked shifts. This period may be extended by the parties for up to ten (10) scheduled and worked shifts with mutual consent which shall be reduced to writing and signed by the parties. In the event there is no less senior Nurse with the same shift and hours within any other CSA, the Nurse may bump (displace) the least senior Nurse based on Hospital seniority within any other CSA, provided that the Nurse possesses the necessary and requisite skills to perform the work, and can become oriented within fifteen (15) scheduled and worked shifts. This period may be extended by the parties for up to ten (10) scheduled and worked shifts with mutual consent which shall be reduced to writing and signed by the parties;

OR

(2) Apply for competitive transfer for any open position.

(c) Resignations. If a position is offered but rejected, or if the Nurse declines to exercise available options specified above, the Nurse shall be considered as having resigned and, therefore, shall not be entitled to any of the rights and benefits afforded to Nurses selected for reduction in force under the terms and conditions of this Agreement. However, no Part-Time or Full-Time Nurse shall be considered to have resigned unless she/he declines a position with the same status. For the purposes of this provision, "status" is defined as part-time or full-time.

(d) Subsequent Transfers. A Nurse who loses his/her position in a reduction in force and who obtains a vacant position in the reduction in force process (i.e., who does not displace another Nurse) may later transfer to an available position without being subject to a waiting period for transfer.

10.5 Severance. In the event of a reduction in force, affected Nurses shall be paid severance pay equal to two (2) eight (8) hour shifts at the Straight Time Hourly Rate of pay for each full year of consecutive credited service with the Hospital, up to a maximum of sixty (60) days of pay. To be eligible for severance pay under this Article, the Nurse

must waive his or her right to recall under this Article and execute a general release and waiver agreement, as required by MWHC Human Resources policies.

10.6 Retraining. In the event of a reduction in force, the Hospital shall, following the selection process outlined in Article 10.4 and prior to expiration of the 60-day notice period, provide affected Nurses with the opportunity to attend, at no cost, an eight-hour career counseling/job search workshop sponsored by the Hospital.

10.7 Recall. Nurses who are selected for reduction in force in accordance with this Article and who, at the time of selection, have completed their introductory period but have not been employed by the Hospital for two years or less will be placed on a recall roster for six (6) months. Nurses who are selected for reduction in force and who, at the time of selection, have been employed by the Hospital for more than two (2) years but less than seven (7) full years will be placed on a recall roster for twelve (12) months. Nurses who are selected for reduction in force in accordance with this Article and who, at the time of selection, have been employed for more than seven (7) full years will be placed on a recall roster for a period of eighteen (18) months. Nurses selected for reduction in force during their introductory period shall not be eligible for recall.

Recall to work shall be in the inverse order of selection for reduction in force; the last Nurse selected shall be the first Nurse recalled. No new Nurse(s) shall be hired into a CSA affected by a reduction in force until all Nurses from that CSA who were selected for reduction in force are given an opportunity to return to work. The requirements of the preceding two (2) sentences shall not be applicable in any case of (i) emergency or (ii) where the Nurse entitled to recall did not return to work within fourteen (14) calendar days after the Hospital has served notice of recall to her/him by letter or (iii) when the Nurse entitled to recall does not possess the necessary and requisite skills to perform the work. Nurses laid off shall be returned to their former positions, if available. If the position is not available, the Nurse shall be given the first opportunity, on a Hospital seniority basis, to fill a vacancy in any CSA for which the Nurse is qualified. A Nurse who fails to accept an offer into his or her former position or into a vacancy in any CSA for which the Nurse is qualified, or who accepts any such offer but fails to return to work in fourteen (14) days, will be deemed to have voluntarily resigned with loss of seniority, as set for in Article 9.3(d), subject to restoration as set for in Article 9.4. Nurses who are not recalled before their time on the recall roster expires (i.e., 6 months, 12 months, or 18 months based on length of employment), are deemed terminated with loss of seniority. Status as selected for reduction in force and the accompanying recall rights shall be available only to those Nurses who are not actively employed by the Hospital.

ARTICLE 11 HOURS OF WORK, OVERTIME

11.1 Hours. The established workweek shall be the seven day period beginning at 12:01 a.m. Sunday ending at 12:00 midnight on the following Saturday. Each pay period consists of two (2) workweeks. The parties to this Agreement recognize that:

- (a) Proper care and treatment of patients is the primary consideration,
- (b) This care and treatment is continuous in nature, and
- (c) The Hospital retains the authority to prescribe assignments, hours and shifts, except as expressly modified by a specific provision of the Agreement, to insure adequate professional care and treatment to the patients.
- (d) Because the Hospital must provide continuous patient care 24 hours a day, certain Nurses may be scheduled to work more than 40 regular hours in one work week and less than 40 regular hours in another week of the same period. Nothing in this Agreement shall be construed as a guarantee by the Hospital of hours worked per day, per week, or per year. Nurses shall report dressed and ready for work at their job location and quit work at their job location at the time scheduled as the beginning and end of their assigned shift, unless working overtime as otherwise provided in this Article.

11.2 Overtime.

- (a) Overtime Pay. Overtime is hours worked in excess of forty (40) hours in a workweek. Such hours will be paid at time and one-half (1½) the Nurse's applicable hourly rate, as defined by applicable law. Required educational leave (limited to on-premises instructional time), and any other hours for which overtime payment is required by law shall be considered as hours worked for purposes of computing overtime. There shall be no duplication or pyramiding in the computation of overtime and other premium wages, and nothing in this Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours worked.
- (b) Authorization. A Nurse shall be paid overtime if required or permitted to work overtime. It is required that all overtime will be authorized in advance, unless not reasonably possible. A Nurse who works overtime shall be paid overtime whether authorized in advance or not. A supervisor shall have authority to direct a Nurse not to work overtime, and Nurses shall be required to comply with such direction, but may grieve any discipline imposed.
- (c) Voluntary Scheduled Overtime and Other Extra Shifts. After initial posting but prior to commencement of a six-week schedule, Nurses may volunteer for additional shifts beyond their regular hours, including overtime hours. Provided that Nurses volunteer within the established extra shifts volunteer period designated on each unit, such shifts will be first filled in the following order: 1) non-overtime regular Nurses on the unit; 2) Senior Nurse Reduced Work Option Nurses on the unit; 3) non-overtime qualified regular Nurses from other units; 4) qualified Senior Nurse Reduced Work Option Nurses from other units; 5) Float Pool Nurses; 6) regular Nurses in overtime status; 7) Float Pool Nurses in overtime status; 8) Temporary Nurses. When more than one regular Nurse signs up for the same shift, it will be assigned equitably based upon unit scheduling practices. If a Nurse's full shift is cancelled after she/he reports to work, she/he shall be paid a minimum of two (2) hours pay at the Nurse's Straight Time Hourly

Rate, provided, however, this payment will not apply to a Nurse who elects to go home pursuant to Article 11.7(d).

(d) Mandatory Overtime. Mandatory overtime will be assigned in rotating, inverse order of Hospital seniority (with consideration of specialties) and a seniority list (with place in rotation indicated) will be posted on the unit. Absent special circumstances, a minimum of ninety (90) minutes advance notice will be given to any Nurse assigned mandatory overtime, and such Nurse shall be provided a reasonable opportunity from within the Hospital to make arrangements for home and family responsibilities.

(e) Restrictions on Mandatory Overtime. The Hospital will assign mandatory overtime only to meet urgent patient care needs after soliciting volunteers on that day to perform such work and seeking to fill needs with qualified Temporary Nurses. An urgent patient care need means a situation which develops suddenly and unexpectedly and which creates an immediate need for a Nurse to provide care. It does not include elective cases, meal/break coverage, or other kinds of non-urgent care. No Nurse shall be assigned more than one occurrence of mandatory overtime in a six-week schedule, provided, however, that Nurses who have already been assigned one occurrence of mandatory overtime may need to work beyond a scheduled shift to provide safe care to patients. An occurrence is defined as anything equal to or greater than thirty (30) minutes. The maximum duration of each occurrence shall be four (4) hours. In the event a Nurse is scheduled to work within eight (8) hours after the end of a mandatory overtime occurrence, the Hospital will, absent compelling need(s), excuse the Nurse from that shift for up to two (2) hours, provided the Nurse so requests by the end of the overtime occurrence. A Nurse who works mandatory overtime will not be required to work more than sixteen and one-half (16½) hours in a twenty-four (24) hour period.

(f) Specialty Areas. When extra work in addition to a Nurse's scheduled shift is required on an involuntary basis in the Operating Rooms, Cath Lab, EP Lab, Interventional Radiology, MedStar Services, or PACU, the Hospital will pay a bonus of \$12.00 for each hour of extra required work (regardless of whether the Nurse is in overtime status). Before assigning extra work for which the \$12.00 bonus is payable, the Hospital will solicit volunteers on that day to perform such work and will seek to fill needs with qualified Temporary Nurses. A Nurse who volunteers on that day to perform extra work so that another Nurse will not be required to perform such extra work involuntarily will be paid the \$12.00 hourly bonus for each hour worked as such a volunteer; in the absence of a volunteer, the bonus shall be payable to the Nurse required to perform extra work on an involuntary basis on that day. The \$12.00 bonus is payable only when the involuntary extra work is one (1) hour or more in duration; after the one (1) hour period is reached, the \$12.00 bonus is payable for the entire period of involuntary extra work, including that first one (1) hour. Nurses scheduled for an on-call shift immediately following the end of a scheduled shift, and who are required to stay one (1) or more hours after the end of the scheduled shift as a result of being on-call, shall also be eligible for the \$12.00 per hour bonus payment.

On these units, no Nurse shall be required to work more than five (5) occurrences of extra work in addition to a Nurse's scheduled shifts in two (2) consecutive six-week schedules,

provided, however, that Nurses who have already been assigned five occurrences of extra work in two (2) six-week schedules may need to work beyond a scheduled shift to provide safe care to patients. An occurrence is defined as anything equal to or greater than a one (1) hour period. The maximum duration of each occurrence shall be four (4) hours. Instances of involuntary extra work beyond Nurses' scheduled shifts for periods of less than one (1) hour which are believed to be excessive is an appropriate topic for review by the Labor-Management Committee.

(g) Right to Refuse Mandatory Overtime. A Nurse may refuse a mandatory overtime assignment due to extreme personal fatigue, illness or other special circumstances. However, a Nurse who refuses a mandatory overtime assignment will be required to work on the next occasion necessitating a mandatory overtime assignment (with consideration of specialties) and shall not be exempted from the maximum number of mandatory overtime assignments applicable to his/her unit. In addition, if all Nurses available for a mandatory overtime assignment refuse such assignment, the least senior Nurse will be obligated to assume the mandatory overtime assignment, regardless of personal circumstances. The Hospital will make reasonable efforts to fill the assignment before the least senior Nurse is obligated to assume it.

11.3 Scheduling.

(a) Self-Scheduling.

- (i) Self-scheduling practices shall be utilized on units that choose to participate in the self-scheduling program.
- (ii) Self-scheduling shall be utilized as described in this Article 11.3 so long as schedules are made with the input of the Nurses on the unit, consistent with the interests of patient care, and in accordance with the overtime requirements included in Article 11.2, including, but not limited to, prohibiting Nurses from intentionally scheduling themselves into an overtime status or scheduling overtime without prior approval.
- (iii) A work schedule, citing work shifts and days off in six week increments, shall be made available no later than two (2) weeks prior to the commencement date of the schedule. These work schedules shall be at least six (6) weeks in duration. Any changes in the schedule shall not be arbitrary. A Nurse shall be notified of changes in the Nurse's schedule either in person or by a telephone call to the Nurse's telephone number of record.
- (iv) Nurses may submit their preferences for the next work schedule by no later than four (4) weeks prior to the commencement date of that schedule. After application of the unit's self-scheduling practices, the Hospital will approve the final schedule, and the Hospital will not arbitrarily deny any Nurse's submitted preference.

- (v) Subject to departmental self-scheduling rules (e.g., rotational and regular shift requirements, etc.), priority in scheduling shall be afforded in the following order: (1) Senior Nurse Reduced Work Option Nurses for the required six week schedule, pursuant to Article 6, (2) regular Nurses, (3) Senior Nurse Reduced Option Nurses seeking additional shifts (in addition to three (3) shifts per six-week schedule, pursuant to Article 6.1), (4) Float Pool Nurses, and (5) Temporary Nurses; provided, however, that any overtime shifts will be filled in accordance with the procedures in Article 11.2(c). Shifts for which more than one regular Nurse signs up will be assigned equitably. Should the equitable assignment process result in a “tie” between two or more regular Nurses for the same shift, Hospital seniority will determine who is assigned the shift. Regular Nurses and Float Pool Nurses can, in scheduling shifts in addition to their regular schedule, displace Temporary Nurses who are not under contract and work the shifts those Temporary Nurses are scheduled to work, provided that twenty-four (24) hours’ notice has been given to the Hospital.
 - (vi) Subject to departmental self-scheduling rules, the Hospital commits to providing training, education, and support to bargaining unit Nurses in connection with the use of scheduling tools and to having guidelines for the use of scheduling tools on each unit.
 - (vii) The Union may appoint Union Representatives to assist in self-scheduling education and unit support and to communicate issues to the Hospital related to self-scheduling, provided, however, that the appointment of such Union Representatives shall not prevent other Union Representatives and Nurses from communicating with the Hospital concerning self-scheduling issues and that the Union provides the Hospital with written notice of the names of appointed Union Representatives.
 - (viii) Self-scheduling committees and Nurses will have reasonable access to work schedules that have been finalized by the Hospital in accordance with the unit’s self-scheduling practices. The Hospital will provide a hard copy of the individual Nurse’s schedule on the individual Nurse’s request, provided, however, that the Hospital shall not be obligated to provide any revisions made to the work schedule after it is published.
- (b) Shift Flexibility.
- (i) Each Nurse may register his/her preference for length of shift (e.g., eight (8), ten (10), and/or twelve (12) hours) and may revise that designation from time to time (at least six (6) weeks prior to the commencement of a time schedule). Nurses who, as of the effective date of this Agreement, have requested and are working exclusively eight (8) hour shifts, shall continue to work exclusively in an eight (8) hour shift until the Nurse leaves the Hospital’s employment, transfers into another position, submits a preference for length of shift other than an eight (8) hour shift, or the

position is eliminated. The Hospital will make a good faith effort to schedule Nurses consistent with submitted preferences for twelve (12) hour shifts, or for ten (10) hour shifts on units where the Department Head assigns such shifts.

- (ii) Nurses will not be scheduled on the six-week schedule to work two consecutive eight (8) hour shifts (or sixteen (16) hours) in a 24-hour period unless they volunteer for such shifts.
 - (iii) Upon giving notice to the Department Head no later than six (6) weeks prior to the commencement of the six-week schedule, a Nurse scheduled for a night shift will be granted at least forty-five (45) hours off before being rotated to a day or evening shift. Such notice will remain in effect unless and until the Nurse rescinds it. Rotation to evening or night shifts can be less than, but will be no more than, fifty percent (50%) of scheduled shifts per six-week schedule, unless a Nurse volunteers for more rotation. Following orientation and training programs, scheduled rotation shall be limited to two (2) shifts (D/E, E/N, D/N).
 - (iv) Consistent with self-scheduling practices, and with Hospital consent, regular Nurses on a unit may elect (using consensus decision-making) to trial/pilot an all-eight (8) or all-twelve (12) hour shift option. The trial/pilot length will be determined by the regular Nurses on that unit, but the length of the trial/pilot period shall not be longer than six (6) months without the consent of the Union.
- (c) Regular Shifts.
- (i) Nurses who were, or are in the future, expressly hired for or transferred into regular shifts shall be entitled, at their option, to remain in such shifts while employed on their unit and shall be scheduled exclusively for day, evening or night shifts. The Hospital shall establish staffing levels on all shifts (e.g., days, evenings, nights, 12-hour A-P, 12-hour P-A), consistent with Article 30.3.
 - (ii) Regular shift positions, under which Nurses will be scheduled exclusively for a specified shift, shall be established and posted (including a posting on the unit) for each nursing unit that regularly schedules such shifts.
 - (iii) When a regular evening or night shift position becomes vacant, it will be posted and filled as provided in Article 20. A Nurse who transfers to a regular shift position on another nursing unit must successfully complete an orientation period for the first twenty-five (25) scheduled and worked shifts prior to receiving the regular shift on that unit. A Temporary Nurse may be utilized to staff a regular shift vacancy only until such time as a regular Nurse has applied and been accepted for the vacancy.

(d) Consistent with existing practice, Nurses holding regular evening or night shifts may be subject to scheduling of on-call shifts on different shifts.

(e) The Hospital shall have the right to offer evening and night shift scheduling on a “semi-regular” basis. Semi-regular evening or night shift positions (also known as “Non-Prime-Time Shifts”) will be offered for a three-month period of time (12 weeks). Designation of these Non-Prime-Time Shifts will correspond with the posting of each six-week schedule. No Nurse shall be bumped from a regular evening or night shift position in order for another Nurse to receive a “semi-regular” Non-Prime-Time Shift. Any Nurse accepting a Non-Prime-Time Shift will be returned to her/his rotational pattern (D/E or D/N or regular days) upon completion of the assignment, unless she or he requests another Non-Prime-Time Shift. If the Nurse requests another Non-Prime-Time Shift, the Hospital will review the selected options and then elect whether to post the Non-Prime Shift schedule or return the Nurse to her/his rotational options, i.e., D/E, D/N, etc.

(f) Permanent Night/Day Shift Assignments. Upon ratification of the Agreement, the Hospital will post and attempt to fill permanent night shift position at seventy percent (70%) of the staff needed to cover all night shifts on the unit. Additional day-night rotators may elect to work only nights up to one hundred percent (100%) of staff needed for the night shift, provided the shift is left with the requisite experience and skill to meet patient care needs.

(g) Regular Day Shift Assignments.

- (i) The Hospital will have regular day shift assignments in all nursing units which currently operate on a rotating shift basis under the following terms: Regular shift assignments will be available, as specified in (ii) below, to any regular Nurse who has completed her/his introductory period. Regular full-time day shift assignments will be filled consistent with Article 20.
- (ii) The minimum number of regular day shift assignments made for all nursing units where rotational shifts occur will be based on the following formula:
 - 1-10 authorized weekday (excluding WIN) FTE Nurse: 1 regular day shift position;
 - 11-16 authorized weekday (excluding WIN) FTE Nurse: 2 regular day shift positions;
 - 17-30 authorized weekday (excluding WIN) FTE Nurse: 4 regular day shift positions;
 - 31-40 authorized weekday (excluding WIN) FTE Nurse: 5 regular day shift positions;

- 41-50 authorized weekday (excluding WIN) FTE Nurse: 6 regular day shift positions;
 - 51 or more authorized weekday (excluding WIN) FTE Nurse: 7 regular day shift positions.
 - 36-Hour Scheduling Option positions may be designated as regular day shift positions and, when so designated, will be included in the formula specified above.
- (iii) The regular day shift provisions specified above shall not apply to the Operating Rooms. Instead, in the Operating Rooms, there shall be at least fifteen (15) regular day shift positions in the Main Operating Room and there shall be at least eight (8) regular day shift positions in the Third Floor Operating Room. Vacancies in these positions shall be filled consistent with Article 20. The Operating Room Subcommittee of the Labor-Management Committee will explore the possibility of increasing the number of regular day shift positions in the Operating Rooms.

(h) Weekend Staffing. Consistent with Article 37, the Hospital will strive to staff weekend shifts with WIN Nurses and to reduce the number of weekend shifts that regular Nurses are required to work. When necessary to cover open weekend assignments, the Hospital will first solicit volunteers from among the non-overtime regular Nurses, non-overtime Float Pool Nurses, and non-overtime Temporary Nurses on the unit. If sufficient volunteers are not readily available or are otherwise insufficient to meet needs, regular Nurses may be required to work weekends. All Temporary Nurses with fixed term contracts will work at least the same number of weekend shifts as regular Nurses on the unit. Although weekend scheduling shall be within the discretion of the Hospital, where circumstances permit, and where optimum patient care will not be adversely affected, the Hospital shall make every reasonable effort to schedule Nurses every other weekend off duty. Regular Nurses (other than WIN) with more than twenty-five (25) years of Hospital seniority shall not be required to work more than every third weekend, provided that no other regular Nurse on the unit will have to work more than every other weekend. On units in which regular Nurses with more than twenty-five (25) years of Hospital seniority are required to work more than every third weekend, the opportunity to work no more than every third weekend will be rotated based on Hospital seniority. If a Nurse who is scheduled to work on a weekend is unable to do so for any reason (except actual confinement in a hospital on an inpatient basis), the Hospital retains the right to reschedule the Nurse and have her/him work a future weekend on which she/he was previously scheduled to be off. In such event, the Nurse shall normally be scheduled for an alternate day(s) off. For these purposes the word “weekend” shall be defined as “Friday and Saturday” or “Saturday and Sunday” or “Sunday and Monday.” There shall be no split weekends, unless the Nurse so agrees.

11.4 Rest Periods. Whenever patient care coverage permits, Registered Nurses may take two (2) fifteen (15) minute rest periods, one each half of the work day. Rest periods shall be taken, whenever possible, off the patient care area. Notwithstanding the above,

the scheduling of rest periods shall remain wholly within the discretion of each Department Head, and a Nurse shall not be entitled to any compensation for any missed rest period(s). A Nurse may not aggregate or accumulate rest breaks in order to take a longer break.

11.5 Meal Time. When patient care coverage permits, Nurses shall be allowed one thirty (30) minute uninterrupted break for eating a meal in an eight or more hour shift per day. Meal time shall not be restricted to Hospital premises. When in event of emergencies, or because of inadequate patient care coverage, as determined by the Hospital, a Nurse is not able to take her/his meal time break, she/he shall be compensated for the missed meal time at her/his applicable hourly rate, including shift differential as it applies.

11.6 On-Call.

(a) Nurses may, at times, be required to keep themselves on-call for return to work. Nurses shall be given the opportunity to self-schedule on-call shifts as set forth in Article 11.3(a)(i). If self-scheduling does not result in full on-call coverage, the Hospital will schedule the remaining on-call shifts. In assigning on-call shifts, the Hospital will consider the potential impact on patient safety of a Nurse working the combination of scheduled and on-call hours. Temporary Nurses on fixed-term contracts with the necessary and requisite skills to perform the work shall have the same on-call requirements as Full-Time Nurses on the same unit. For units that do not operate 24 hours a day, 7 days a week, on-call shifts shall not be consecutive unless the Nurse agrees otherwise. In the event a Nurse is scheduled to work within eight (8) hours after working an on-call shift, the Hospital will, absent compelling need(s), excuse the Nurse from the scheduled shift for up to two (2) hours, provided the Nurse so requests by the end of the on-call shift.

(b) A Nurse will not be assigned to call duty outside her or his own unit. Call schedules will be utilized to provide staffing needs for unit emergencies and/or procedures which have not been recorded on the unit's procedure schedule prior to the day of the call work and to flex staffing on a particular unit.

(c) With respect to on-call duty in the Operating Rooms, call team assignments will be posted for the purpose of voluntary sign-up at the beginning of the preceding six (6) week schedule and will remain available for two (2) weeks into the preceding schedule. Voluntary sign-up will be handled in the following order: first, regular clinical Nurses, then Float Pool Nurses, and then Temporary Nurses. On-call shifts for which more than one regular clinical Nurse signs up will be assigned equitably. At the conclusion of the voluntary sign-up period, the remaining call shifts will be assigned. Once the schedule is posted, all assigned call will be documented and analyzed by the Operating Room Subcommittee of the Labor-Management Committee for the identification of trends. Following the review, any demonstrated trend found consistently over a six (6) month period of time will be forwarded to the Nursing Director, Perioperative Services. Utilization of on-call in the Operating Rooms is an appropriate topic for the Operating Room Subcommittee of the Labor-Management Committee.

11.7 Reassignment of Nursing Staff. The Hospital may determine that it is necessary to reassign Nurses temporarily. When reassignments become necessary to meet patient care needs, the Hospital shall first reassign all Temporary Nurses on a unit, followed by Float Pool Nurses on the unit, prior to reassigning any regular Nurse from the same unit, provided the Nurse possesses the necessary and requisite skills to perform the work. The Hospital will strive to minimize floating of Nurses. No regular Nurse shall be reassigned more than once per shift. When more than one Nurse from a single unit is being reassigned, preference in choice of reassignment to unfilled assignments shall first be given to the regular Nurse and then to the Float Pool Nurse and then to the Temporary Nurse, provided each such Nurse has the necessary and requisite skills to perform the reassignment. If it is necessary to reassign a regular Nurse, the following provisions shall apply:

(a) The Hospital shall reassign Nurses in inverse order of Hospital seniority. Each unit shall document, in the same manner, the Nurse reassignments and such reassignments will be made on a rotational basis. To the extent consistent with patient care needs, Nurses newly hired below Step 2 will not be involuntarily reassigned for one hundred eighty (180) days from the date of hire. To the extent consistent with patient care needs, Nurses newly hired at Step 2 or above will not be involuntarily reassigned for ninety (90) days from the date of hire. To the extent consistent with patient care needs, Nurses who transfer between Clinical Service Areas will not be involuntarily reassigned for thirty (30) scheduled and worked shifts following the date of transfer.

(b) A Nurse may only be reassigned to a unit where she/he has the necessary and requisite skills to assist with respect to patient care needs, provided, however, such Nurse will not be expected to perform any duties which the Nurse is not competent to perform.

(c) Each unit/department will have an orientation document which sets forth specific information about the unit/department. In connection with a reassignment, the Nurse will have a buddy/mentor (who, unless otherwise designated, will be the Resource Nurse) assigned, be given a copy of the orientation document, and be given a walking tour of the essential areas of the patient care assignment. Unless based on a consideration of the skills and abilities of the reassigned Nurse and patient care needs, the reassigned Nurse shall not be assigned the most difficult or acute patients on the unit.

(d) Regular Nurses who sign up for overtime or additional shift assignments on a particular unit shall indicate, at the time they sign up, their unwillingness to be reassigned outside that unit. In the event that such a Nurse is not needed on that unit, that Nurse will not be reassigned outside the unit involuntarily and has the option to go home or accept the reassignment. If such a Nurse opts to stay, she/he shall be reassigned before any regularly scheduled Nurse on that unit.

ARTICLE 12 HOLIDAYS

12.1 Holidays.

(a) Eligible Nurses are entitled to receive the following paid holidays:

- New Year's Day (January 1)
- Martin Luther King Jr.'s Holiday
- Memorial Day
- Independence Day (July 4)
- Labor Day
- Thanksgiving Day
- Christmas Day (December 25)

*Effective January 1, 2011, Presidents' Day and Veterans Day are no longer fixed holidays and were replaced with the days provided in Article 12.1(b).

(b) Effective January 1, 2011, in lieu of the Presidents' Day and Veterans Day holidays listed in Article 12.1(a), eligible Nurses are entitled to receive two (2) personal days each calendar year during this Agreement as follows: Full-Time Eligible Nurses shall receive two (2) personal days of eight (8) hours each annually; Part-Time Eligible Nurses shall receive two (2) personal days of four (4) hours each annually; WIN Nurses, Senior Nurse Reduced Work Option Nurses, and Float Pool Nurses are ineligible for personal days under Article 12.1(b). The days shall accrue semi-annually, with one day credited during the first pay period in January of each calendar year and the other day credited during the first pay period in July of each calendar year. In the event a Nurse requests use of a PTO day and has an accrued but unused personal day, the Hospital shall require the Nurse to use the personal day. Personal days not used by December 31 of each calendar year shall be forfeited.

(c) Holiday Scheduling. Recognizing that the Hospital is a twenty-four (24) hour facility with patient care the primary consideration and that it is not feasible for all Nurses to be off duty at the same time, the Hospital shall have the right, to meet patient care and other operational needs, to require any Nurse to work on any holiday herein specified. On each unit, Nurses shall decide among themselves, using consensus decision-making, how these holidays will be assigned. If consensus is not achieved, Nurses will be assigned by Hospital seniority according to the following chart:

Nurse's Hospital Seniority	Obligation to Work Christmas Day, New Year's Day, Thanksgiving Day	Obligation to Work All Other Holidays
Less than 14 years	On duty up to two (2) of three (3)	On duty up to all other holidays
14 to 18 years	On duty Christmas Day or New Year's Day; May be on duty Thanksgiving Day	On duty up to all other holidays
19 to 24 years	On duty Christmas Day or New Year's Day; May decide to be off duty Thanksgiving Day	Nurse may decide to be off duty all other holidays
25 or more years	Off duty Christmas Day and on duty Thanksgiving Day or New Year's Day --or-- On duty Christmas Day and off duty Thanksgiving Day and New Year's Day	Nurse may decide to be off duty all other holidays

(d) Nurses holding Weekend Incentive Nurse (“WIN”) positions shall not be required to work on minor holidays that fall on weekdays. WIN Nurses may be required to work major holidays falling on weekdays if necessary to provide optimum patient care; scheduling will be done in accordance with the provisions set forth above and following scheduling of non-WIN Nurses.

(e) All requests to be off-duty on Thanksgiving Day, Christmas Day, or New Year's Day must be submitted according to Department practice no later than four (4) weeks prior to the commencement date of the first day of the schedule in which the Thanksgiving Day holiday falls. Requests for other holidays must be submitted according to Department practice no later than four (4) weeks prior to the commencement date of the schedule in which the holiday falls. Any Nurse desiring a holiday off must have the necessary seniority at the time the request must be submitted.

(f) If a paid holiday falls during a Nurse's vacation time, it will not be charged as vacation. In no case will a Nurse's paid time off balance be charged for an authorized paid absence on a holiday.

12.2 Holiday Pay.

(a) Full-Time or Part-Time Eligible Nurses (excluding WIN Nurses).

- (i) Holidays Not Worked. If a Full-Time Nurse does not work a holiday listed in Article 12.1(a), the Nurse shall receive holiday pay in the amount of eight (8) hours of pay at the Nurse's Straight Time Hourly Rate. If a Part-Time Eligible Nurse, excluding WIN Nurses, does not work a holiday listed in Article 12.1(a), the Nurse shall receive holiday pay in the amount of four (4) hours of pay at the Nurse's Straight Time Hourly Rate.
 - (ii) Holidays Worked. Full-Time or Part-Time Eligible Nurses , excluding WIN Nurses, who work a holiday listed in Article 12.1(a) shall receive, in addition to the applicable hourly rate for each hour worked, holiday pay in the amount of one hour of the Nurse's Straight Time Hourly Rate for each hour actually worked on the holiday. Holiday pay for a Full-Time Eligible Nurse shall not be less than eight (8) hours of the Straight Time Hourly Rate. Holiday pay for a Part-Time Eligible Nurse, excluding WIN Nurses, shall not be less than four (4) hours of the Straight Time Hourly Rate.
- (b) 24-hour Weekend Incentive Nurse (WIN) Option.
- (i) Holidays Not Worked. Nurses assigned the 24-hour WIN option shall not receive holiday pay if they do not actually work on a holiday.
 - (ii) Holidays Worked. WIN Nurses who actually work on a holiday listed in Article 12.1(a) shall receive, in addition to the applicable hourly rate for each hour worked, holiday pay in the amount of one hour of the Nurse's Straight Time Hourly Rate for each hour actually worked on the holiday.
- (c) Upon proper notice, Nurses may, in their discretion, use their accrued PTO to add to their hours of holiday pay in order to receive pay equivalent to that for their normal shift length. For example, a Part-Time Eligible Nurse may apply four hours of PTO to add to four hours of holiday pay for a total of eight hours of pay, or a 36-hour Scheduling Option Nurse may apply four hours of PTO to add to eight hours of holiday pay for a total of twelve hours of pay.
- (d) During a holiday week, upon request, the Hospital will make reasonable efforts to avoid requiring a Nurse to work additional hours during the week to compensate for having celebrated the holiday.
- (e) A premium of Two Dollars and Fifty Cents (\$2.50) per hour will apply to all hours worked between 7:00 p.m. December 24th and 7:30 a.m. December 25th for shifts that start on or after 3:00 p.m. on December 24th and to all hours worked between 7:00 p.m. December 31st and 7:30 a.m. January 1st for shifts that start on or after 3:00 p.m. on December 31st.

12.3 Holiday Eligibility. In order to be eligible for holiday pay, a Nurse must have worked her/his last scheduled work day before and her/his first scheduled work day after the holiday except for illness or other excused absence. The Hospital will require that the Nurse produce a bona fide doctor's certificate or other proof that the Nurse's absence was due to illness. A Nurse will not be eligible for holiday pay if she/he has not worked at

least one (1) day during the week in which the holiday occurs unless the Nurse is on approved paid leave. Nurses in the leave status or under suspension are not eligible for holiday pay. A Nurse who fails to report for work on the holiday when scheduled or instructed to report shall not receive pay for the unworked holiday.

ARTICLE 13 PAID TIME OFF

13.1

(a) Paid Time Off (“PTO”). During the term of this Agreement, Nurses shall earn paid time off cash values which they must use for payment of wages during any scheduled or unscheduled absence(s). The amount of PTO earned by a Nurse will be based on Hospital seniority and shall be accrued at the same rate as it is provided to similarly situated (i.e., full-time or part-time and a similar seniority level) hourly non-bargaining unit employees of the Hospital as stated in Human Resources Policy 604 as of the effective date of this Agreement. No Nurse will be compelled to reduce his/her PTO bank below a level equivalent to two (2) weeks of PTO hours, except when taking a scheduled vacation. Upon proper notice, WIN Nurses may, in their discretion, supplement their pay for any full-shift absences by using accumulated PTO hours to achieve the full financial equivalent of up to a full weekend complement of pay.

(b) Use of Paid Time Off. During the first ninety (90) days of employment, eligible Nurses will accrue, but may not utilize, paid time off nor will they be paid any cash values accrued if termination occurs prior to ninety (90) days of employment. Nurses who terminate employment after ninety (90) days of continuous service, enter a leave status, or otherwise close out their PTO account will be paid for paid time off consistent with Human Resources Policy 604 as of the effective date of this Agreement, and, if applicable, the Parties’ side agreement on payout of accrued PTO, Appendix F. Paid time off may not be used in advance of being earned or prior to ninety (90) days of employment.

(c) Requests for Time Off.

- (i) Procedures for requesting and granting paid time off shall be developed and maintained as part of the self-scheduling practices described in Article 11.3(a) of this Agreement. Such procedures will be subject to and consistent with the terms of this Agreement and will:
 - Designate the person(s) on the unit responsible for receiving and processing requests for PTO.
 - Make the unit’s scheduling procedures available to members of the unit.
 - Allow for equitable distribution of PTO, so that every Nurse has the opportunity for vacation and/or time off each calendar year.

- Contain procedures and timing for requests and responses to requests for PTO, which will be developed consistent with unit self-scheduling practices.
- Provide that after application of the unit's self-scheduling practices, the Hospital will not arbitrarily deny requests for PTO.

The Union will notify the Hospital in writing of the names of designated Union Representatives to communicate with the Hospital concerning requests for time off and other self-scheduling issues, provided, however, that the appointment of such Union Representatives shall not prevent other Union Representatives or Nurses from communicating with the Hospital concerning requests for time off and other self-scheduling issues.

- (ii) Paid time off cash values may not be used without Department Head approval in advance except for sudden illnesses or emergencies. When use of paid time off cash values is requested because of sudden illnesses or emergencies, Nurses should notify their Department Heads as soon as they know that they will be absent from work, but at a minimum two (2) hours before the start of the shift. Department Heads may require appropriate proof of illnesses or emergencies prior to granting approval for use of paid time off cash values.

A Nurse may be subject to progressive discipline for abuse of leave (within a calendar year from April 1 through March 31), including, but not limited to, undocumented, unscheduled absences which amount to unwillingness or inability to attend work regularly, or when a pattern of abuse is identified. However, the rate at which scheduled PTO is used or the level of PTO remaining in a Nurse's bank will not be the basis of discipline. Nurses who badge in for work less than six (6) minutes after the start of their scheduled shift will not be docked in pay, nor be subject to progressive discipline, for such instances of tardiness.

(d) Paid Time Off Account Adjustments. Whenever a Nurse's pay rate changes (e.g., through a pay grade step increase, general wage increase, job reclassification, or otherwise) the Nurse's paid time off cash value account shall be adjusted to reflect the new rate of pay so that the paid time off hours balance at the time of the pay adjustment will not be changed.

(e) Advance of Vacation Pay. A Nurse will be paid vacation pay before starting a vacation of a week or more provided that the Nurse submits a written request for advance payment to the Department Head at least three (3) weeks in advance of the Nurse's scheduled vacation.

13.2 Negotiation Time-Off. Nurses designated by the Union shall be entitled to use their PTO or to take leave without pay to attend joint and/or FMCS negotiation sessions associated with the renegotiation of this Agreement.

ARTICLE 14
PAID ADMINISTRATIVE LEAVE

14.1 Bereavement Leave. Any Nurse shall be entitled to funeral leave with pay at her/his Straight Time Hourly Rate for a maximum of three (3) regular scheduled work days lost in the case of death of her/his or her/his spouse's immediate family, namely husband, wife, father, mother, brother, sister, child, domestic partner living with the Nurse in the same household, or other relative living with the Nurse in the same household. The funeral leave must be taken during the period between the date of death and the day following the burial, both inclusive (except where bona fide religious practice may require a different period of absence), and provided that the Nurse is prepared to offer valid proof of death and relationship upon request. Management will not unreasonably deny requests for additional unpaid days off up to a maximum of two (2) calendar weeks (inclusive of the three (3) paid days). A Nurse who is eligible to use PTO in accordance with Article 13.1 may elect to use or not use accrued PTO to cover all or a portion of the absence. Management will not unreasonably deny requests to use accrued PTO for periods beyond this two-week period. Nurses seeking additional time off beyond the two (2) weeks who have exhausted their accrued PTO may apply for unpaid personal leave of absence in accordance with Article 16.

14.2 Voting Leave. A Nurse who has completed her/his introductory period shall be entitled to leave of absence with pay up to a maximum of two (2) hours to vote in a national, District of Columbia, or state election where, if she/he was not given such leave she/he would not be able to vote. Prior approval for voting leave must be obtained by the Nurse from her/his Department Head by submitting a request to the Department Head at least two (2) weeks prior to the date of the election, or as soon as the Nurse knows that he/she is scheduled to work on the date of the election.

ARTICLE 15
SPECIAL LEAVE

15.1 Jury and Witness Duty. A Nurse who has completed her/his introductory period and is subpoenaed for and serves on jury duty or as a witness in a Hospital-related case shall be compensated by the Hospital in the amount of the regular Straight Time Hourly Rate for regular scheduled work days lost. Hours paid under this Section shall not be counted as hours worked for the purposes of overtime calculation. In order to receive such payment and to be released from work, a Nurse must give the Hospital the earliest practical notice of such duty and furnish to the Hospital, upon request of the Hospital, a Certificate of Service, duly signed by the clerk of the court and valid proof as to the amount of juror's or witness' fees received. A Nurse is required to report for work on a regular scheduled work day if she/he is not required for jury or witness duty on a particular day or if she/he is dismissed early enough to work her/his regular shift; provided that a Nurse scheduled to work the evening or night shift will not be required to

work if she/he has served on jury or witness duty that day. A Nurse scheduled to work a night shift immediately prior to jury or witness duty shall, upon request, be released from work on that shift. Such a Nurse shall be compensated by the Hospital (in accordance with the payment rule set forth above) if she/he serves on jury or witness duty, except when the Nurse is compensated for a shift from which she/he was released on the day of jury or witness duty. Any Nurse who fails to report for work when released from jury or witness duty shall have her/his pay reduced by an amount equal to her/his regular rate times the number of hours of work missed.

15.2 Military Training. A Nurse who has completed his/her introductory period and who serves in annual active duty military training in the Armed Forces of the United States shall be paid the difference between his/her military pay and his/her Straight Time Hourly Rate for the said training period but in no event exceeding two (2) continuous weeks. This benefit shall apply to only one training period (the first if there be more than one) in any calendar year. To be eligible for such leave, Nurses must present orders and verification of their military pay to their Department Heads.

15.3 Education Grants.

(a) Nurses may apply for grants to attend conferences and seminars which will benefit the Hospital by adding to or strengthening Nurse skills or knowledge. Applications shall be made to and acted upon by the Education Grant Committee (EGC) composed of four (4) members; two (2) appointed by the Hospital and two (2) appointed by the Union in writing. Such grants shall be allowed to permit attendance at approved conferences and seminars. Any Nurse receiving a grant shall be obligated to submit either a written or an oral report, the choice is to be made by the Hospital, to the nursing staff so that it may share the Nurse's knowledge and learning experience. Educational activities other than conferences and seminars will be applied for and paid for separately through appropriate Hospital departments.

(b) The EGC shall meet monthly. Nurses attending EGC meetings will be given administrative leave for such attendance. The EGC must approve or disapprove all requests for financial assistance on a monthly basis. Decisions of the Committee shall not be subject to arbitration. However, ties shall be broken by a neutral fifth (5th) member to be elected by the four (4) Committee members.

(c) The Nurse shall make a request for grant assistance prior to the commencement of the program for which assistance is being sought. The Hospital may in rare and exceptional cases, and at its discretion, grant retroactive approval to applications for grant assistance.

(d) The amount available to the Committee shall be \$150,000 per fiscal year.

(e) The amount of the grant shall be in the discretion of the Committee and shall be to defray registration fees and such other expenses as allowed by the Committee.

15.4 Educational Leave and Conference Attendance. Nurses will be permitted to take three (3) days of unpaid educational leave annually to attend or present at

conferences in their clinical practice areas, and they will be given the option to use or not use PTO for those absences. Nurses must provide reasonable advance notice of their intent to use unpaid educational leave so that they will not be scheduled for work. Management will not unreasonably deny requests to use educational leave contiguous with vacation days, provided, however, that the combination of educational leave and vacation does not exceed two (2) weeks.

ARTICLE 16 LEAVE OF ABSENCE

16.1 Definition. A leave of absence is an excused but unpaid period of absence. Requests for leave of absence may be granted by the Hospital for emergency conditions and unusual home situations, education, travel, or medical needs (other than medical leave under the federal and/or D.C. Family and Medical Leave Acts), where the reasons for the request are justified and such leave will not interfere with or adversely affect the Hospital's scheduling and staffing for the duration of the leave. Requests for leave of absence will not be denied arbitrarily or capriciously. A Nurse on authorized leave of absence shall not be entitled to pay or other benefits provided in this Agreement unless otherwise stated or required by law.

16.2 Written Request. The parties recognize the importance of timely requests for a leave of absence and prompt responses to them.

(a) In the interest of employee satisfaction and patient care needs, Nurses should submit requests for leave as soon as they are aware of the need for the leave, and the Department Head (or designee) should make every reasonable effort to respond promptly to the request. Notwithstanding the foregoing, requests for a leave of absence must be made at least forty (40) days in advance of the requested leave.

(b) The Department Head or designee must provide an acknowledgment of receipt of a request for a leave of absence within seven (7) days.

(c) Requests for a leave of absence must be approved by the Department Head or designee and such requests must be in writing and state the starting date and the expiration date of the requested leave of absence. Responses to requests for leave must be provided at least thirty (30) days prior to the start date for the leave of absence.

(d) Exceptions to the time limits identified above may be granted in the Hospital's discretion in the event of unforeseen circumstances that prevented the Nurse from requesting leave at least forty (40) days in advance of the requested leave.

(e) In the event a Nurse is absent without prior approval by the Department Head for two (2) or more working days and has not notified the Department Head of reasons for such absence it shall constitute abandonment of position and be just cause for discharge by the Hospital, except in cases of total medical incapacitation making it impossible for the Nurse to provide any notice of the absence.

16.3 Return to Work.

(a) A Nurse on leave of absence must give the Department Head at least two (2) weeks written notice prior to returning from a leave of absence. If the Nurse is on a medical leave of absence (other than medical leave under the federal and/or D.C. Family and Medical Leave Acts), however, she/he must give written notice as soon as practicable, recognizing that there may be a delay in returning the Nurse to work if the notice is less than two (2) weeks.

(b) Upon return from an approved medical leave of absence of six (6) months or less in duration, a Nurse will be returned to her/his former position (including same hours, shift assignment, and job classification) and department, limited to once per calendar year. Upon return from a medical leave of absence of more than six (6) months in duration or any other non-statutory leave of absence, a Nurse will be returned to her/his former position (including same hours, shift assignment, and job classification) and department, if available. If a Nurse's former position is not available, the Nurse will be placed in an equivalent position. An equivalent position means the same job classification and hours, and, if available, the same shift assignment. If no such equivalent positions are available, she/he shall then be returned to any available bargaining unit position for which she/he possesses the necessary and requisite skills. In those instances where the Nurse returning from leave cannot be returned to her/his former position, she/he may exercise the right of preference should that former position subsequently become available within a twelve (12) month period. As a condition of reinstatement following a leave of absence for illness, injury, or maternity, the Hospital may require the Nurse to be examined and given a health clearance by the Occupational Health Department. Nothing contained herein shall be construed to limit or diminish any statutory rights.

(c) Maternity-related disability shall be treated the same as all other disabilities.

16.4 Maximum Time Periods.

(a) A leave of absence shall not normally be granted to a Nurse in excess of the following time periods:

- Personal leave – three (3) months
- Education leave – one (1) year
- Travel leave – three (3) months
- Medical leave (including leave covered by the federal and/or D.C. FMLA) – one (1) year
- Maternity leave (including leave covered by the federal and/or D.C. FMLA) – one (1) year
- Adoption leave – one (1) year

- Union business leave – one (1) year
- Family leave (including leave covered by the federal and/or D.C. FMLA) – one (1) year

(b) A Nurse who fails to return from a leave of absence (including any approved extensions) will be considered to have resigned. Leaves of absence for periods longer than those specified in Article 16.4(a) shall be granted and approved upon good cause shown, which approval shall not be unreasonably withheld. It is agreed, however, that Nurses on prolonged leaves of absence shall not accrue seniority beyond the first year of any prolonged leave of absence.

(c) After three (3) years of employment, a Nurse may be granted up to two (2) years of unpaid educational leave.

16.5 Insurance Premiums. Any Nurse on any form of approved leave of absence may request to pay her/his own insurance premiums during an approved leave of absence so as to avoid lapse of coverage, but such payments (which consist of the Hospital contribution and the employee contribution at the rate paid by then-active Nurses) shall be at the Nurse’s sole expense. A Nurse on leave may choose to pay insurance premiums monthly or quarterly, provided that the Nurse makes an irrevocable election to pay premiums monthly or quarterly at the beginning of her/his leave, and provided further that all payments are made in advance.

The Hospital shall continue to pay, for a maximum time period of one (1) year, its contribution for the individual coverage portion of insurance premiums for those Nurses who are on leave as a result of an on-the-job injury.

The Hospital shall pay its contribution toward insurance premiums during any periods of leave of absence that are covered by the federal and/or District of Columbia Family and Medical Leave Act(s).

ARTICLE 17 GRIEVANCE PROCEDURE

17.1 Definition. A grievance is defined as any disagreement between the parties concerning any matter relating to wages, rates of pay, hours of employment or other conditions of employment, or any application or interpretation of the provisions of this Agreement; however, the exercise by the Hospital of the rights reserved by Article 2 shall not be subject to the grievance or arbitration provisions herein except when such action or conduct by the Hospital is contrary to a specific provision of the Agreement. Any such grievance shall be processed as set forth below. Grievances shall be submitted in writing and be stated with reasonable specificity. Grievances must specify the Hospital policy or Agreement provision allegedly violated, the name of the grievant, the date the grievance arose, a brief description of the event or circumstances leading to the grievance (including time and place if appropriate), name of the grievant’s immediate supervisor,

any known witnesses and relief or remedy requested. If any of the matters set forth above are omitted in the initial statement of the grievance, such omission, if based on good cause, shall not constitute grounds for dismissing or denying the grievance. All processed grievance forms shall include as attachments all replies and documentation.

17.2 Procedure. A Nurse (or group of Nurses represented by the Union) having a grievance shall submit it to the Assistant Vice President of Human Resources, or designee, within thirty (30) calendar days from the time that the grievance arose, or thirty (30) calendar days from when the grievant(s) or the Union became aware (or should have become aware) of the facts giving rise to the grievance. The grievance shall be signed by the grievant(s) or a Union Representative. Copies of all grievances shall also be submitted to the grievant's immediate supervisor and to the Chief Shop Steward or other Union Representative. The Assistant Vice President of Human Resources (or designee) shall give the Union a written acknowledgment of the receipt of grievances.

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 procedure. Requests for meeting must be requested through the Assistant Vice President of Human Resources, or designee, who will coordinate the meeting. A Union Representative shall be included in all grievance discussions, and all such discussions involving a Union Representative shall take place during the Union Representative's non-working time unless attendance during working time is authorized in advance by the Union Representative's immediate supervisor. Such authorization shall not be unreasonably withheld.

The Hospital will provide its written response to the grievance no later than fifteen (15) calendar days after the grievance meeting. If no written response is rendered by the Assistant Vice President of Human Resources (or designee) within twenty-five (25) calendar days after submittal of the grievance, the grievance shall be deemed denied and the Union may advance the grievance to arbitration.

Any grievance by the Hospital shall first be submitted to the Chief Shop Steward or designee for resolution within thirty (30) calendar days from the time that the grievance arose or thirty (30) calendar days from when the Hospital became aware (or should have become aware) of the facts giving rise to the grievance. If a satisfactory settlement is not effected, or, if no response is rendered by the Union within forty (40) calendar days after submittal of the grievance to the Union, the grievance shall be deemed denied and the Hospital may proceed to arbitration.

If a satisfactory settlement is not effected in the grievance procedure outlined above, either party may refer the matter to arbitration by sending the other party a written notice requesting that the matter be assigned to an Arbitrator, in accordance with the provisions in Article 18.2, below. A grievance that is not submitted to arbitration within fifteen (15) calendar days of the date on which the grievance procedure concluded (either through a decision rendered by the Assistant Vice President of Human Resources, or designee, or Chief Shop Steward, or designee, or non-response within the applicable forty (40) calendar day period) shall be deemed waived and shall not be subject to further discussion or appeal through arbitration.

17.3 Extension of Time Limit. Any grievance not processed in accordance with any of the time limits of the above grievance procedure in the proper sequence prescribed above shall be deemed waived. Extensions of these time limits may be accomplished only in writing, signed by the Hospital and the Union.

17.4 Settlement Agreement. All settlement agreements must be signed by the Chief Shop Steward or duly authorized Union Representative and the Hospital's Assistant Vice President of Human Resources or duly authorized Hospital representative. Each party shall provide the other with the names of such representatives in writing.

17.5 Grievance Mediation. If both parties so consent, a grievance may be referred to mediation in an attempt to resolve the grievance without arbitration. The procedures of mediation (location, duration, identity of mediator, etc.) shall also be determined by mutual agreement. Referral to mediation shall suspend the applicable time limits set forth in Articles 17 or 18. The parties shall share equally the fees and expenses of the mediator; all other mediation expenses shall be paid by the party incurring them.

ARTICLE 18 ARBITRATION

18.1 Appeal to Arbitration. Grievances not resolved through the grievance procedure as set forth in Article 17 may proceed to arbitration, in accordance with the time limits set forth in Article 17.2. The Union shall notify the Assistant Vice President of Human Resources in writing of the referral of a grievance to arbitration.

18.2 Arbitrator Selection.

- (1) Within thirty (30) calendar days following the referral of a grievance or dispute to arbitration as provided in this Agreement, the Hospital and the Union will attempt to agree on an Arbitrator.
- (2) If the parties fail to agree on an Arbitrator within this period, the party seeking arbitration shall request the Federal Mediation and Conciliation Service ("FMCS") to provide a list of seven (7) Arbitrators. Each party reserves the right to initially strike the entire list and request a second list of seven (7) Arbitrators from FMCS.
- (3) The parties shall alternately strike names from the list until one Arbitrator is left. The party to strike first shall be determined by lot.

18.3 Arbitration Procedure. The Arbitrator shall conduct a fair hearing, carried on with all convenient speed, and at which the Arbitrator shall receive evidence, both oral and documentary. Unless otherwise mutually agreed, all hearings conducted hereunder shall be recorded verbatim by a qualified stenographic reporter. Each party shall have the right of examination and cross-examination of witnesses, to make a record, and to file a post-hearing brief. The Arbitrator shall set the briefing schedule within a reasonable time

after the receipt of the transcript of the hearing. The Arbitrator shall render a decision as expeditiously as possible, preferably within forty-five (45) days after the parties have submitted their post-hearing briefs (or after the hearing if the parties agree not to submit briefs). The expense of arbitration, including the fee and expenses of the Arbitrator, the Arbitrator's copy of the transcript, and any fees of the stenographic reporter, shall be shared equally by both parties. All other expenses shall be paid by the party incurring them, including the cost of any copies of transcripts ordered by the party.

18.4 Authority of the Arbitrator. The Arbitrator shall only have authority to apply the provisions of this Agreement and to render a decision on any grievance properly coming before the Arbitrator, but shall not have the authority to amend or modify this Agreement or to establish any terms or conditions of this Agreement. The Arbitrator shall only determine questions of procedural arbitrability. Further, the Arbitrator shall have the authority to apply and interpret the provisions of this Agreement only insofar as may be necessary to the determination of such grievance. Awards may or may not be retroactive, depending upon the determination of the equities of each case. Backpay awards may include reasonable interest, if deemed appropriate by the Arbitrator. In the event any arbitral award is issued in a contract interpretation case providing for back wages or other retroactive relief, the Arbitrator shall not have the authority to award an amount exceeding one hundred and eighty (180) days of pay or other retroactive relief. The decision of the Arbitrator shall be final and binding on the Hospital, the Union, and the Nurse(s) involved and shall not be inconsistent with the terms of this Agreement.

ARTICLE 19 NO STRIKES OR LOCKOUTS

19.1 No Strikes. It is recognized that the Hospital is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service is imposed upon both the Nurses and the Union.

Therefore, the Union, its officers, agents, representatives and members shall not in any way, directly or indirectly, authorize, participate in, or ratify any strike, sympathy strike, picketing (of whatever form or type, including but not limited to informational picketing, recognitional picketing, or sympathy picketing), patrolling, or any form or type of self-help without exception or any other interference with or interruption of work at any of the Hospital's operations during the duration of this Agreement. The Hospital shall have the right to discharge or otherwise discipline any or all Nurses who participate in any of the above enumerated activities. In any arbitration arising from such discharge or other discipline, the Arbitrator is not authorized to set aside or modify the discipline imposed on a Nurse found to have participated in any of the prohibited activities enumerated above. If the Hospital notifies the Union of prohibited activity enumerated above by Nurses, the Union will take the following affirmative steps: (a) publicly disavow the prohibited activity; (b) post notice on the Union bulletin board advising that the Union disapproves of such action; and (c) notify in writing those Nurses engaged in prohibited activity that (i) the activity engaged in is a violation of this Agreement; (ii) that engaging

in such activity is not legally sanctioned, nor is it condoned, by the Union; and (iv) that the Union is urging Nurses to immediately return to work or otherwise refrain from engaging in any prohibited activity.

19.2 No Lockouts. In consideration of this no strike pledge by the Union, the Hospital shall not lock out Nurses during the duration of this Agreement.

19.3 Judicial Remedies. The Hospital and the Union shall be entitled to all appropriate judicial remedies including, but not limited to, injunctive relief and damages, if a violation of this Article should occur. In the event of a violation, the other party may immediately institute judicial proceedings to obtain such remedies, without any prior obligation to seek relief under the grievance and arbitration procedure of this Agreement. Injunctive relief shall be available to the Hospital or the Union regardless of whether the dispute giving rise to the conduct prohibited by this Article is subject to arbitration.

ARTICLE 20 POSITION POSTING

20.1

(a) Registered Nurse vacancies (new or established) shall be posted for a period of not less than seven (7) consecutive calendar days prior to offering the position. Job openings will be posted prominently in display cases outside the Department of Human Resources and near the “GE” Corridor entrance to the Cafeteria. The Hospital will maintain an electronic process which will allow Nurses to obtain and submit applications at the Hospital seven (7) days a week. The Hospital will move toward making job postings available electronically. Nurses must apply to the Recruitment Office. Nurses must make separate application for each opening or contact the Staffing and Recruitment Office to re-activate any previous application. When necessary, in order to meet an emergency or to safeguard the health and/or safety of patients, the Hospital shall not be required to post any job vacancy, for any specific length of time.

(b) A Nurse may inform the appropriate Department Head in writing of a specific position and/or shift in which she/he would be interested on a particular unit if it becomes available. Such requests will remain effective for ninety (90) calendar days. The Department Head will make reasonable efforts to notify a Nurse of an opening for which the Nurse has made such a request. The Nurse will then be responsible for applying for the opening in accordance with part (a) of this Article.

20.2 Unit specific job openings will be announced in writing on the unit at clearly marked locations (locations to be determined by the individual units) for not less than seven (7) consecutive calendar days as specified in Article 20.1(a) above. In accordance with Article 20.1(a), Nurses are required to submit applications to the Recruitment Office (Human Resources). The failure of a unit to announce a job opening shall not be a basis for overturning a selection decision and shall not be subject to the grievance and arbitration procedures contained in Articles 17 and 18 of this Agreement.

20.3 A currently employed Nurse who timely applies for a posted position shall be accorded preference over a non-Hospital applicant with substantially equal qualifications.

20.4 In filling vacant positions, the regular Nurse applicant from within the nursing unit with the greatest Hospital seniority will be given the position. The Hospital shall provide applicants on the nursing unit a written response to the application listing the reason for their rejection within ten (10) days of the closing of the position. Where the Hospital determines that applicants are substantially equally qualified, the position will be given to the Nurse with the greatest Hospital seniority. If more than one qualified Nurse bids for a particular position, the Nurse with greater Hospital seniority shall be awarded the job. A position will not be unfairly denied to a Nurse. The Hospital shall strive to give all applicants a written response stating the reasons for their rejection (if appropriate) within ten (10) days of the completion of the selection process. The unfair denial of a position shall be subject to the grievance and arbitration process. The Union shall have the burden of proof to establish that the Hospital's decision was clearly incorrect.

ARTICLE 21 CONSCIENTIOUS OBJECTION

21.1 To the extent permitted by law, whenever a Nurse objects to participation in the procedure of voluntary interruption of pregnancy and notifies the Hospital of such objection in advance and in writing, reasonable efforts will be made to assign the Nurse to other duties. However, patient needs as determined by the Hospital will take precedence over such objection and, until and unless assigned to other duties, the objecting Nurse will, as a condition of continued employment, provide such services as are required to prepare for and assist in the procedure according to Hospital standards. Failure of any Nurse to provide such care shall be considered gross insubordination and constitute just cause for discharge.

ARTICLE 22 LABOR-MANAGEMENT COMMITTEE

22.1

(a) The Union and the Hospital formed a joint Labor-Management Committee for the purpose of working collaboratively on issues of interest to both parties. The parties intend that this committee will enhance sound labor-management relations by fostering an atmosphere conducive to communications between the parties on a regular basis. The Labor-Management Committee will address issues of joint interest, including contract administration and other issues that will enhance the work environment for Nurses at the Hospital. The Labor-Management Committee will, as the parties deem appropriate, establish Subcommittees to address particular topics, such as professional nursing practice, and equal employment opportunity. Within ninety (90) days after the effective

date of this Agreement, the parties, through the Labor-Management Committee, will implement a process of offering contemporaneous exit interviews or surveys to a sampling of departing Nurses, and the information will be made available to both parties for analysis. Once implemented, neither the exit interview or survey process nor the interview or survey results themselves will be subject to the grievance and arbitration provisions of this Agreement.

The parties agree that regular, direct communication will foster positive labor management relations; thus, the existence of the Labor-Management Committee is not intended to deter the parties from meeting and/or discussing issues on a day-to-day basis outside the context of the Labor-Management Committee.

The Labor-Management Committee shall meet semi-monthly, unless otherwise agreed by the parties. The parties envision that the Labor-Management Committee will consist of four (4) individuals designated by the Union and four (4) individuals designated by the Hospital, but recognize that the number and identities of individuals may be modified by mutual agreement of the parties, as circumstances warrant.

(b) The Labor-Management Committee shall coordinate its activities (and the activities of any subcommittees it creates) with the Nursing Councils to avoid duplication of effort.

(c) The facilitator of the Labor-Management Committee and any subcommittee created by it shall rotate between the Union and the Hospital.

(d) Discussions of the Labor-Management Committee and any subcommittee created by it shall be guided by interest-based principles and decisions shall be made by consensus.

(e) It is the intent of the parties to include relevant decision-makers in the process and to implement decisions made by the Committee and any subcommittee created by it. Any decision of the Committee and any subcommittee created by it that involves the allocation of Hospital funds is subject to Hospital approval.

22.2 Subcommittees created by the Labor-Management Committee, Nursing Councils, and Hospital-wide committees upon which Nurses serve shall update (e.g., provide minutes to) the Labor-Management Committee on matters before such committees and councils which affect the wages, hours, and working conditions of bargaining unit Nurses; provided, however, it is not the intent of the parties to prevent implementation of decisions made by subcommittees created by the Labor-Management Committee, Nursing Councils, or Hospital-wide committees unless implementation of a decision would conflict with the terms of this Agreement. Nothing contained herein shall be interpreted as waiving the Union's right to file a grievance contending that any such decision conflicts with the terms of this Agreement.

22.3

(a) The parties agree that improving patient satisfaction is critical to the success of the Hospital and, therefore, benefits both the Hospital and Nurses. The Hospital and the Union will jointly cooperate to achieve the mutual goal of increasing patients' satisfaction with their nursing experience at the Hospital. As appropriate, the parties will discuss rewarding measurable improvements in patient satisfaction in the Labor-Management Committee.

(b) The Hospital and the Union recognize a mutual interest in exploring the possibility of the Hospital achieving Magnet Status pursuant to the American Nurses Credentialing Center's Magnet Recognition Program. The parties commit to working together to examine the feasibility of the Hospital obtaining Magnet Status, considering issues related to Magnet Status, and, as appropriate, taking steps toward the Hospital achieving Magnet Status. The parties may discuss these issues in the Labor-Management Committee.

ARTICLE 23 PARKING

23.1

(a) The Hospital shall provide designated, well-lit parking areas for automobiles and motorcycles and an area or rack where bicycles may be stored. The Hospital will provide on-campus parking for all Nurses.

(b) Nurses with twenty-five (25) or more years of Hospital seniority shall receive free parking. For Nurses with less than twenty-five (25) years of Hospital seniority, the parking rates are as follows:

- (i) For Nurses hired prior to September 1, 1986, the Hospital will not charge more than \$16.80 per month for parking;
- (ii) For Nurses hired on or after September 1, 1986 to September 10, 2000, the Hospital will not charge more than \$21.00 per month for parking;
- (iii) Nurses hired after September 10, 2000 may be required to pay up to \$25.00 per month for parking.

(c) Upon request, security officers will escort Nurses to their cars. It is understood that a Nurse may have to wait a reasonable time for such escort.

ARTICLE 24 IN-SERVICE EDUCATION

24.1 Orientation. The Hospital shall maintain an effective in-service program, including a planned orientation program.

24.2 Continuing Education. The Hospital shall provide an organized program of continuing education. Whenever possible, continuing education programs shall apply for contact hours from the professional association in order to insure the best opportunity for continuing education reciprocity for individual Nurses.

24.3 Scheduling. The Hospital shall encourage and assist Nurses to pursue continuing education by scheduling in-service programs from time to time on different shifts and before or after shift changes.

24.4 Eighteen Month Commitment. Nurses participating in educational programs, other than unit orientation, that are greater in length than six (6) weeks, shall be required to sign a commitment to remain with the Hospital in a Full-Time or Part-Time Eligible position for an eighteen (18) month period following completion of the program or repay the costs for didactic hours of such training (through retention of the final check and/or the value of accumulated leave), provided that (a) the Hospital shall inform Nurses in advance of the costs for didactic hours of the program; and (b) the Nurse is not involuntarily separated.

ARTICLE 25 SEVERABILITY

25.1 If any provision of this Agreement or any application of this Agreement to any Nurse covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 26 HEALTH, PENSION, AND WELL-BEING BENEFITS

26.1 Life Insurance. Each Full-Time Nurse shall be entitled to life insurance benefits in an amount equal to one thousand two hundred fifty dollars (\$1,250.00) per one thousand dollars (\$1,000.00) of base pay. This shall be at no cost to the Nurse. Nurses who work in 24-Hour WIN positions shall be entitled to life insurance benefits in an amount equal to sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the benefits available to Full-Time Nurses. Other Part-Time Eligible Nurses shall be entitled to five thousand dollars (\$5,000.00) of life insurance paid for by the Hospital. The Hospital will offer supplemental life insurance to Full-Time and Part-Time Eligible Nurses. Nurses who elect to obtain supplemental life insurance coverage shall pay the full cost of such insurance coverage. The percentages of life insurance coverage offered under this Article are subject to the terms of the applicable insurance policy, which currently provide sixty-five percent (65%) coverage for Nurses who reach age 65 and fifty percent (50%) coverage for Nurses who reach age 70.

26.2 Medical, Pharmacy, Vision, and Dental Benefits Coverages.

(a) Medical, Pharmacy, Vision, and Dental Benefits.

(i) The Hospital shall provide medical, pharmacy, vision, and dental benefits to Full-Time and Part-Time Eligible Nurses for the term of this Agreement under the same plans and on the same basis they are provided to similarly situated (i.e., full-time or part-time) non-bargaining unit employees of the Hospital subject to the other provisions of this Article 26.2. Benefit plan carriers may be added or deleted based on financial and service indicia. Before any change in carriers occurs, the Hospital will provide the Union at least sixty (60) days' notice and the Hospital will be available upon request to discuss.

(ii) The contribution rates paid by Nurses for coverage under any of the plans referenced in Article 26.2 shall be as follows:

The Hospital shall pay eighty percent (80%) of the costs for individual group medical/pharmacy insurance coverage ("individual coverage") for all Full-Time Eligible and WIN Nurses in the bargaining unit, provided the Nurse pays twenty percent (20%) of the costs.

For those Full-Time Eligible and WIN Nurses who elect group medical/pharmacy insurance coverage for themselves and one child, for themselves and one eligible spouse/partner, or for themselves and for their eligible dependents, the Hospital shall pay sixty-five percent (65%) of the dependent portion of the cost thereof provided the Nurse pays thirty-five percent (35%) of the costs.

For those Part-Time Eligible Nurses, other than WIN Nurses, who elect individual group medical/pharmacy insurance coverage ("individual coverage"), the Hospital shall pay forty percent (40%) of the cost thereof provided, provided the Nurse pays sixty percent (60%) of the costs.

For those Part-Time Eligible Nurses, other than WIN Nurses, who elect group medical/pharmacy insurance coverage for themselves and one child, for themselves and one eligible spouse/partner, or for themselves and for their eligible dependents, the Hospital shall pay thirty-two point five percent (32.5%) of the dependent portion of the cost thereof provided the Nurse pays sixty-seven point five percent (67.5%) of the costs.

Contributions for dental and vision shall be the same as the rates paid by similarly situated (i.e., full-time or part-time) non-bargaining unit employees of the Hospital.

(iii) If any of the total premium rates are increased or decreased for non-bargaining unit employees during the life of this Agreement, they shall be increased or decreased automatically for Nurses at the same time and in the same manner and amount. Similarly, the co-pays, deductibles, coinsurance, coverage exclusions, and other terms and conditions of the

benefits provided to Nurses under this Article shall be the same as the co-pays, deductibles, coinsurance, coverage exclusions, and other terms and conditions of the benefits provided by the Hospital to similarly situated (i.e., full-time or part-time) non-bargaining unit employees of the Hospital. If any of the terms and conditions of benefits, including but not limited to co-pays, deductibles, coinsurance, coverage exclusions, etc., provided to non-bargaining unit employees during the life of this Agreement are modified, the benefits provided to Nurses under this Article shall be modified at the same time and in the same manner and amount. However, any changes made pursuant to Article 26.2 shall be subject to the limitations contained in Article 26.7.

26.3 Cash Balance Retirement Plan (CBRP). Effective January 1, 2011, the Hospital amended the CBRP to freeze benefits previously offered under the CBRP, including ceasing to allow pay credits to accrue or employee contributions to be made into the Plan. Thereafter, benefits in the CBRP will remain in the CBRP and continue to grow with interest credits. Such benefits will also continue to be available for a Nurse eligible under the Plan for distribution as the Plan provides. Further, Nurses who participate in the CBRP may continue to earn vesting service. The Hospital shall regularly review the CBRP and make any modifications or amendments necessary to keep it in compliance with the IRS tax-qualification rules, the Employee Retirement Income Security Act of 1974 and all related regulations.

26.4 Retirement Savings Plan (RSP).

(a) Nurses eligible for participation in the RSP will receive the same level of Hospital matching contribution or Hospital fixed contribution as provided for similarly situated (i.e., fulltime or part-time) non-bargaining unit employees of the Hospital who participate in the RSP. MWHC states that it has no intent to terminate the RSP for the plan years covering the term of the Agreement. MWHC agrees to continue to match employee contributions to the Plan at a rate of 50% matching contribution up to 6% employee contribution of compensation as defined by the RSP for the duration of this Agreement. However, the RSP Pension Committee will continue to exercise its discretion to review and make decisions related to fixed contributions on a yearly basis.

(b) Eligibility for participation in the RSP shall be governed by Plan documents. Nurses eligible for participation in the RSP may enroll as participants in the RSP at any time. Prior thereto, the Hospital will provide qualified and knowledgeable benefits personnel to answer such questions as interested Nurses might have.

(c) The Hospital shall regularly review its Retirement Savings Plan (RSP) and make any modifications or amendments necessary to keep it in compliance with the IRS tax qualification rules, the Employee Retirement Income Security Act of 1974 and all related regulations.

26.5 MedSTAR Flight Nurse Insurance. Insurance coverage afforded under this Agreement shall be secured for MedSTAR flight Nurses to the same extent and upon the

same terms and conditions as afforded to other Nurses. In addition, the Hospital shall secure and pay the premium for a triple indemnity life insurance policy for all MedSTAR flight Nurses.

26.6 Employee Assistance Program. The present Employee Assistance Program (EAP), a program designed to deal with personal problems of Hospital employees, shall be continued, but may be revised by the Hospital as required. The Union shall be advised in writing of any changes in the EAP which are instituted by the Hospital.

26.7 Termination or Amendment of Health Insurance Plans. The health insurance plans referred to in this Article, including the terms of those plans, are hereby incorporated into this Agreement. It is also agreed that the 2015 health insurance plan will be adopted “as is” commencing January 1, 2015, and the Hospital agrees that for the term of this Agreement, no plan design changes will be made to said plan, except as provided for below:

(a) The Hospital may modify the health insurance plans as may be required to avoid applicable provisions of the “Cadillac Tax” of the Affordable Care Act or as otherwise required by law. In such circumstances, the Hospital will give the Union sixty (60) days’ notice prior to open enrollment of any change(s) and agrees to meet and confer during the sixty (60) day period.

(b) Health insurance premiums may be adjusted annually and increases or decreases shall be passed along to Nurses on the same terms as they are applied to similarly-situated full-time or part-time non-bargaining unit members of the Hospital.

(c) Effective June 1, 2015 and for the life of this Agreement, a no smoking wellness program will be instituted. The no smoking wellness program will apply to all Nurses in the bargaining unit on the same terms as it applies to similarly-situated full-time or part-time non-bargaining unit members of the Hospital.

26.8 Income Protection. Nurses shall receive at least the following income protection insurance coverage:

(a) Sickness and Accident Benefit. Nurses with at least six (6) months of continuous employment with the Hospital who become disabled by reason of accident not covered by Worker’s Compensation, or sickness shall receive sixty-six and two-thirds percent (66-2/3%) of their pay at the Straight Time Hourly Rate, commencing from the first (1st) day of disability by reason of accident not covered by Worker’s Compensation or from the eighth (8th) day of disability by reason of sickness, for a maximum of twenty-six (26) weeks for Full-Time Nurses and WIN Nurses and for a maximum of thirteen (13) weeks for Part-Time Eligible Nurses. Nurses may, at their option, utilize PTO in order to receive one hundred percent (100%) of their regular earnings. Under no circumstances, however, can a Nurse receive more than one hundred percent (100%) of her/his regular earnings through a combination of the Sickness and Accident Benefits and other benefits payable to the Nurse. With respect to maternity-related disabilities, the certification period of assumed disability established under the Hospital’s sickness and accident benefit

coverage shall be six (6) weeks in the case of vaginal delivery and eight (8) weeks in the case of Caesarian delivery.

(b) Long Term Disability Insurance. Full-Time Nurses and Nurses who work in 24-Hour WIN positions with at least six (6) months of continuous employment with the Hospital shall, after one-hundred eighty (180) days of disability (by reason of sickness or accident not covered by Worker's Compensation) receive sixty (60) percent of their pay at the Straight Time Hourly Rate which shall continue until the earliest of when the Nurse either (1) dies; (2) returns to work; (3) attains age sixty-five (65) years; or (4) ceases being qualified for coverage.

The Hospital will offer Nurses who meet the eligibility requirements of the Long Term Disability Insurance plan the option of purchasing additional coverage at their own cost, in order to receive a benefit of sixty-six and two-thirds percent (66-2/3%) of their pay at their Straight Time Hourly Rate.

(c) Certification. In all cases, claims shall require substantiation by means of medical certification as prescribed by the insurance carrier(s), which determinations shall be conclusive and binding upon the Hospital, the claimant (including the claimant's estate, heirs, assigns, or other legal representatives), and the Union, in all cases without recourse under this Agreement, including recourse under the grievance and arbitration provision thereof.

ARTICLE 27 EMERGENCY

27.1 In the case of emergency, such as flood, catastrophic snow, fire, epidemic, disaster, catastrophe or other unforeseen major contingency, the Hospital shall have the right, upon notice to the Union, to declare an emergency and suspend portions of the Agreement. During such Hospital-declared emergency, the Hospital may suspend only those portions of the Agreement that relate to measures deemed necessary by the Hospital for the care and protection of patients, the equipment, and the buildings of the Hospital, or reasonably necessary to repair and place the same in condition thereafter for occupancy. However, in no event may the Hospital suspend the on-call and call-back provisions of the Agreement (Article 39.3 and 39.4).

27.2 If a Nurse uses Hospital-provided transportation to come to work during a Hospital-declared emergency, the Hospital will make efforts to provide transportation home; if the Hospital does not provide transportation home, the Nurse will receive a \$20.00 transportation payment. Nurses will receive three (3) meal coupons (valued at \$5.00 each) for use in the cafeteria for each consecutive 24-hour period in which a Nurse is required to be on-premises during a Hospital-declared emergency.

During a Hospital-declared emergency, the Hospital will provide to Nurses resting before or after their work shifts such sleeping accommodations as are reasonable in light of all of the facts and circumstances giving rise to the emergency. The reasonableness of

sleeping accommodations shall not be subject to the grievance and arbitration provisions of this Agreement.

During such Hospital-declared emergencies, all Nurses shall be considered essential personnel and are expected to report to work as scheduled. Nurses are expected to have and maintain a reasonable personal preparedness plan to address the need to report to work during Hospital-declared emergencies.

ARTICLE 28 CLINICAL LADDER

28.1 The parties agree to implement a clinical ladder program in order to develop and reward superior bedside patient care. The clinical ladder is a voluntary program that may be initiated by the Nurse. To participate in the clinical ladder, Nurses must apply annually to maintain and/or progress in the clinical ladder. Any changes to the clinical ladder program shall be subject to mutual agreement between the Union and the Hospital.

28.2 Principles.

(a) The total number of Nurses eligible for the clinical ladder shall be at least ten percent (10%) for all Nurses eligible for the Clinical Ladder Nurse 1 Level, ten percent (10%) for all Nurses eligible for the Clinical Ladder Nurse 2 Level, and ten percent (10%) for all Nurses eligible for the Clinical Ladder Nurse 3 Level. These percentages include both Nurses seeking initial participation in the clinical ladder and Nurses seeking to maintain participation in the clinical ladder.

(b) A Clinical Advancement Review Board, consisting of two (2) members, appointed by the Hospital, and two (2) members, appointed by the Union, will be developed to serve as the structure to review applications and determine if a Nurse meets eligibility criteria and should receive Clinical Ladder recognition.

(c) Compensation for advancement as part of the clinical ladder program will be \$750 for achieving the Clinical Ladder Nurse 1 Level, \$1,000 for achieving the Clinical Ladder Nurse 2 Level, and \$1,250 for achieving the Clinical Ladder Nurse 3 Level.

(d) Clinical Ladder structures previously used in the Emergency Department, Operating Room, and MedStar Flight will be eliminated.

ARTICLE 29 PERFORMANCE EVALUATIONS

29.1

(a) Performance evaluations will be provided at least once annually within thirty (30) days of the evaluation date. Nurses in orientation (including fellowships) will receive an evaluation during the course, and at the conclusion, of orientation (and more often, as the Hospital deems appropriate). The appropriate nursing division director will review and may modify annual evaluations and evaluations at the conclusion of orientation if such evaluations have an overall unsatisfactory rating.

(b) It is the intention of the parties to assist Nurses in successfully developing, maintaining, and applying their skills and to encourage best nursing practices. Performance evaluations shall, among other things, have as their purpose to be instructive and corrective. The Hospital will strive to address Nurses' performance problems promptly.

(c) Each evaluation will be shown to the Nurse being evaluated, who may enter any comment or other documentation to refute the evaluation. Such additional material will become and remain a part of the Nurse's official personnel file as long as the evaluation is a part of such file. Upon request in writing, a Nurse shall receive a copy of her/his performance evaluation.

(d) The failure of the Hospital to make a written performance evaluation as required by this Article 29.1 shall be grievable. However, the performance evaluation itself is not grievable. Nothing contained herein shall limit a Nurse's right to grieve any matter otherwise grievable under this Agreement.

(e) The Nurse must complete required MWHC annual competencies by June 30th of each year. Failure to complete required competencies within the time frame will result in the Nurse being removed from the schedule.

ARTICLE 30 NURSING AND PATIENT CARE

30.1 The nursing process involves assessment, diagnosis, planning, implementation, evaluation and documentation.

30.2 A Nurse has the autonomy to delegate or not to delegate aspects of nursing care that the Nurse determines appropriate based on the exercise of her/his professional judgment.

30.3

(a) The Hospital and the Union agree that having appropriate staffing is essential to providing quality and safe patient care. The parties further agree that Registered Nurses should have a voice in determining staffing on each unit of the Hospital where they work. Finally, the parties agree that they should work collaboratively to achieve the objectives stated in this section.

30.4 The proper allocation of nursing and non-nursing activities enables Nurses to focus on the patient. The Hospital and the Union share the underlying philosophy that Nurses should devote their work time to delivering optimum patient care. To the extent consistent with patient care needs, Nurses will not be expected to regularly perform non-nursing duties that are the primary responsibility of other employees. It is recognized, however, that certain patient care situations may occur where it may be necessary and reasonable for Nurses to perform duties which are ordinarily the primary responsibility of other employees. Where excessive or chronic performance of such duties becomes an issue, it will be submitted to the Labor-Management Committee.

30.5 Resource Duty.

(a) Regardless of any ruling by the National Labor Relations Board or interpretation of the National Labor Relations Act, Nurses performing resource duties shall not be considered supervisors solely for the reason that they perform such duties. Nothing in this provision will be interpreted as a requirement that Nurses be assigned to resource duties. The patient assignments of a Resource Nurse (if applicable) on a particular unit may be referred to the Labor-Management Committee for discussion and consideration of alternatives. The Resource Nurse role will be considered in the unit's assignment of patients and reasonable attempts will be made to redistribute patients when possible and/or assign assistive personnel.

(b) A Nurse performing resource duties consistent with this Article 30.5 shall receive a \$2.00 per hour differential for each hour that he or she is performing such duties.

(c) The Hospital will make reasonable efforts not to assign resource or preceptor responsibilities to Temporary Nurses.

30.6 The Hospital and the Union recognize the importance of good orientation and precepting. Nurses shall continue to receive preceptor training prior to their initial preceptor assignment on working time. Absent special circumstances, preceptors must have at least eighteen (18) months of nursing experience.

30.7 Nurses shall not be held responsible for work performed inadequately or incorrectly by Temporary Nurses.

**ARTICLE 31
COMMITTEES**

31.1 Paid Administrative Leave. Members of any current or future Nursing Councils and Nurses designated by the Union, in accordance with the terms of the relevant provisions of this Agreement, to participate in meetings of the Education Grant Committee (Article 15.3), the MWHC Environment of Care Committee (Article 31.4), the Professional Practice Committee (Article 31.2), Hospital Committees (Article 31.3), the Labor-Management Committee (Article 22.1), and any duly appointed subcommittees created by the above committees and Councils, shall receive paid administrative leave at

their Straight Time Hourly Rate of pay for time spent actually attending Nursing Council meetings and meetings of the foregoing committees. This time shall be considered hours worked for purposes of computing overtime if the hours fall within the Nurse's scheduled work time. Nurses participating in such meetings must obtain appropriate advance approval from their supervisor(s) for release from work duty. When a Nurse is scheduled to work when a meeting is scheduled, the Nurse will provide notice to his/her supervisor as early as possible, but in no event less than two (2) weeks prior to the meeting.

31.2 Professional Practice Committee.

(a) Establishment of Committee. A Professional Practice Committee ("PPC") shall be established at the Hospital within thirty (30) days of ratification.

(b) Intent. The Hospital recognizes the responsibility of the PPC to recommend evidence-based measures objectively to improve patient care and will duly consider such written recommendations and will advise the PPC of action taken. Responses to written PPC recommendations shall be made in writing in a timely fashion not to exceed thirty (30) days unless extended by mutual agreement between the Chief Nursing Executive ("CNE") and the PPC.

(c) Membership. The PPC shall be composed of eight (8) Nurses employed at the Hospital and covered by this Agreement. The Nurses at the Hospital shall elect the PPC members and the results shall be communicated in writing to the CNE or designee.

(d) Meetings.

(1) Regular Meeting and Minutes. The PPC may schedule at least one (1) regular meeting per month, for attendance at which PPC members shall be compensated up to eight (8) hours at their Straight Time Hourly Rate per month. Hours spent on PPC meetings shall not count as hours worked for the purposes of computing overtime. The PPC may elect to have one (1) eight (8) hour meeting per month and all PPC members will be excused from their entire scheduled shift for that day and paid no more than eight (8) hours to attend the meeting. (Nurses scheduled to work a night shift immediately prior to the PPC meeting and Nurses scheduled to work an evening shift immediately following the PPC meeting shall, upon request, be excused from those shifts). The PPC shall timely prepare an agenda and keep minutes of all meetings, a copy of which must be provided to the CNE prior to the next meeting. Upon fourteen (14) days' request of the PPC, the CNE or designee shall attend up to two (2) hours of PPC meetings per month.

(2) Informational Meetings. The PPC may request meetings with the head of any department or his or her designee for the purpose of obtaining information on issues that directly affect any of the PPC objectives, provided that the CNE or designee shall be invited to the meeting. Fourteen (14) days in advance of such a meeting the PPC shall provide a

specific written agenda for such meetings. Time spent by PPC members in informational meetings shall be unpaid time.

- (3) Special Meetings. The Hospital may request special meetings with the PPC, but such meetings shall not take the place of regularly scheduled meetings of the PPC.
- (e) PPC Chairperson. The PPC shall elect a chairperson who shall be compensated up to four (4) hours at her/his Straight Time Hourly Rate per month for working on PPC activities, in addition to compensation for the regular PPC meetings.
- (f) Objectives. The objectives of the PPC shall be:
 - (1) To consider constructively the professional practice of nursing;
 - (2) To work constructively for the improvement of patient care and nursing practice;
 - (3) To make recommendations to the Hospital regarding ways and means to improve patient care;
 - (4) To consider constructively the improvement of safety and health conditions which affect nursing practice;
 - (5) To investigate staff Nurse identified issues affecting patient care and safety and make recommendations to resolve these issues to the Hospital;
 - (6) Analyze safety indicators and recommend evidence-based risk reduction strategies responsible for improvement in quality, safety and patient experience outcomes; and
 - (7) Quarterly review of patient experience scores and provide evidence-based recommendations for improvement.
 - (8) Periodically review satisfaction surveys and ADO forms.
- (g) Confidentiality. The parties agree that anyone who participates in any of the committees in this Collective Bargaining Agreement shall sign an acknowledgement indicating that they have read and understand this provision of the Collective Bargaining Agreement, which provides that the types of information provided to the Union within the committee shall be used for committee purposes only and shall not be disclosed to any third parties. Information subject to the protections of this provision, includes but is not limited to, patient information, personnel information, and clinical and/or operational information.
- (h) No Arbitration of Staffing Disputes. The parties agree that any disagreement regarding staffing shall not be subject to the grievance and arbitration procedures of this

Agreement. The parties agree that the ultimate financial, operational, and legal responsibility of providing appropriate staffing is the responsibility of the Hospital.

31.3 Hospital Committees. The Union will have the opportunity to have one (1) staff Nurse representative on each of the following Hospital committees: Code Blue Committee, Infection Control Committee, Transfusion Committee, Department of Nursing Performance Improvement Committee, Radiation Safety Committee, Bioethics Committee, and MWHC Environment of Care Committee. The Union will make recommendations to the Hospital's Senior Vice President, Medical Affairs for the staff Nurse to serve as a representative on each committee, and appointment of particular representatives will not be unreasonably withheld. In a collaborative effort, the parties will discuss, through the Labor-Management Committee, which additional committees might have staff Nurse participation.

31.4 MWHC Environment of Care Committee. The Union and the Hospital shall cooperate in a joint effort to identify, evaluate, and control hazards in the workplace. The Hospital will make a good faith effort to implement reasonable recommendations of the MWHC Environment of Care Committee.

ARTICLE 32 PERSONNEL FILE INSPECTION

32.1

(a) Official Personnel File. A Nurse (or the Union with the Nurse's written authorization) shall be permitted to examine her/his personnel file. Any Nurse desiring to examine her/his official personnel file (maintained in the Office of Human Resources) shall first make an appointment with the Hospital's Director of Employee/Labor Relations, which appointment shall be granted within fourteen (14) calendar days of receiving the request. The Hospital may also maintain certain hours during which a Nurse may come to Human Resources to examine her/his personnel file without an appointment. A Nurse's examination of her/his personnel file shall take place in the presence of a person designated by the Hospital. It is not the intent of the parties to interfere with normal business operations by requesting or permitting an unreasonable number of employees to view their personnel files simultaneously or in blocks. A Nurse may place documents or any other materials of the Nurse's choice in her/his personnel file to refute or explain adverse material therein.

(b) Other Documentation. Copies of documentation which an individual supervisor or manager does not include in a Nurse's official personnel file shall, upon the Nurse's request, be provided to the Nurse and the Union if used to support discipline, counseling, coaching, or evaluation of the Nurse, provided, however, that the Hospital has the right to withhold confidential patient or privileged information. While the Hospital may redact documentation to preserve patient confidentiality, the Hospital will not withhold the identity of a patient if necessary to allow the Nurse to defend himself/herself in

connection with discipline, counseling, coaching, or evaluation of the Nurse, with the understanding that the Nurse must maintain patient confidentiality. A Nurse may provide documents or any other materials of the Nurse's choice to be placed with the documentation used to support discipline, counseling, coaching, or evaluation of the Nurse to refute or explain such documentation.

ARTICLE 33 OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS

33.1 General.

(a) The parties recognize the Hospital's responsibility to maintain a safe and healthy environment for the well-being of employees, patients and visitors; and to reasonably protect Nurses exposed to dangers which are intrinsic to their work; and to comply with mandatory legal requirements in all applicable health and safety laws and regulations, including, but not limited to, federal and District of Columbia laws, Department of Consumer and Regulatory Affairs (DCRA) regulations, JCAHO standards, OSHA regulations (including the Hazard Communication standard), and NIOSH regulations. The parties further recognize the importance of cooperation to promote and encourage compliance with applicable health and safety laws and regulations and with Hospital programs, policies and standards relating to infection control and disease prevention. The Hospital's compliance with the mandatory legal requirements in said laws, regulations and standards is not subject to the grievance and arbitration procedures of this Agreement, however the other portions of this Article are subject to those procedures.

(b) All protective equipment required by Standard Precautions or other Hospital safety protocols will be provided, absent extenuating circumstances, in sufficient quantities by the Hospital free of charge to Nurses. The Hospital shall provide Nurses with adequate training on the proper methods and procedures in the use of such protective equipment. The Hospital will make reasonable efforts to provide training on protective equipment on all shifts. Time spent at the direction of the Hospital in training on protective equipment will be considered working time.

(c) No Nurse shall be required to use hazardous equipment, devices or materials for which the Nurse is not adequately educated to use in a safe manner. Where a dispute arises as to whether the use of particular equipment is hazardous, the Hospital Safety Officer's professional ruling shall prevail.

(d) As required by applicable laws and regulations, the Hospital shall notify Nurses when unsafe or unhealthful working conditions or a situation of imminent danger is determined to exist. Corrective measures will be initiated promptly in accordance with all applicable federal or District of Columbia regulatory requirements. Such corrective measures will be reviewed by the MWHC Environment of Care Committee.

(e) The Hospital shall provide training and education on health and safety for all Nurses. The Hospital will maintain procedures to be observed by all Nurses for the

reporting of hazards or potential hazards and any injuries which may be sustained as a result of such hazards. The Hospital shall have the right to update or revise its procedures consistent with operational, safety and business needs. Such procedures shall be readily accessible, and Nurses shall be informed promptly of any updates.

33.2 On-the-Job Injury.

(a) A Nurse who is injured on the job in a manner requiring medical treatment may report immediately to the Occupational Health Department (or, when the Occupational Health Department is closed or is unable to provide appropriate care, to the Emergency Department) for initial treatment at no cost to the Nurse. Such time spent receiving initial treatment in the Occupational Health or Emergency Departments will be considered working time, provided that such time does not extend beyond the Nurse's scheduled shift.

(b) All job-related illnesses and injuries must be reported by Nurses to their supervisors as soon as possible. Nurses will complete the documentation required by Hospital policies concerning work-related illnesses and injuries. Upon request, the Hospital's Occupational Health Department will assist Nurses in applying for applicable benefits.

33.3 Standard Precautions, Disease and Infection Prevention and Control.

(a) Each Nurse is required to utilize standard precautions in the delivery of patient care. Therefore, each Nurse is required to handle all blood and body fluids utilizing the appropriate precautions defined by Hospital policy and any applicable federal or District of Columbia laws or regulations. In addition, each Nurse is required to use a Hospital-approved respirator when caring for a patient who requires Airborne Precautions.

(b) Each incoming Nurse will receive training on standard precautions and appropriate methods to implement strict infection control procedures. Training updates will be given to all Nurses at least annually, to ensure up-to-date awareness of safety precautions and procedures consistent with current public health, epidemiological and/or research data, and applicable federal and District of Columbia health and safety laws and regulations.

(c) The Hospital will comply with applicable federal and District of Columbia health and safety regulations relating to facilities maintenance, safety, disease and infection control.

(d) The Hospital and the Union agree to meet and discuss changing technical knowledge and research in the area of infectious and contagious diseases and its applicability to the Nurses' work environment. Such topics, including the advisability and utility of hand washing, donning of protective equipment, and vaccination against diseases for which the Center for Disease Control and Prevention "strongly recommends" immunization, shall be appropriate agenda items for the Labor-Management Committee. Recommendations from the Committees shall be forwarded to the Senior Vice President of Nursing for consideration.

(e) In the interest of safeguarding patient, visitor, and co-worker health and wellbeing, the Hospital shall require Nurses to take medical precautions deemed necessary by the Hospital, including hand washing, donning of protective equipment, or vaccination, in order to protect against contraction of infection, illness, or other communicable disease. The Hospital may require those vaccinations or immunizations for which the Center for Disease Control and Prevention “strongly recommends” immunization. In the event that the Hospital determines that such a vaccine is safe, effective and necessary, Nurses will have the following options: (i) take the vaccination provided at no charge by the Hospital; (ii) show proof of vaccination in a manner acceptable to the Hospital; or (iii) obtain a medical or religious exemption from the Hospital in accordance with Hospital policy # 615. Any Nurse seeking to be exempted from such a required vaccine by virtue of a medical or religious exemption must submit his or her request in writing together with documentation supporting the request for the exemption. Each request for exemption will be reviewed by Employee/Occupational Health or the Vice Presidents of Medical Affairs and, as appropriate, Human Resources and the Hospital Legal Department in accordance with applicable Hospital policy to determine whether the individual qualifies for exemption and/or alternative accommodations, if available.

33.4 Security and Prevention of Workplace Violence.

(a) The Hospital will provide on-site security staff who are trained in applicable security procedures and are available to assist staff and visitors upon request.

(b) The parties jointly commit to increasing the awareness of all employees regarding methods for preventing, reducing and avoiding the incidence of workplace harassment, intimidation and violence (including verbal abuse). To this end, and in the interest of patient, staff and public safety, the Hospital will provide members of the healthcare team education in violence prevention, appropriate codes of conduct, and non-violent intervention techniques. Both parties recognize that it is in the interest of patient safety to promote respectful and open communication and positive behavior between members of the healthcare team.

33.5 Latex and Sharps in the Workplace. The parties remain committed to worker safety as a top priority in the work environment. To that end, the Hospital will continue to move toward the reduction of latex in the environment and the expansion of the needleless system currently in use.

33.6 Assignment to High Risk Patients.

(a) No Nurse known to be pregnant or breastfeeding will be assigned to prepare or administer chemotherapeutic agents. No Nurse known to be pregnant will be assigned to a patient with radioactive implants.

(b) As to the assignment of pregnant or breastfeeding women, the Hospital agrees that where possible the unit Resource Nurse or unit/shift specific nursing staff will make every effort possible to alter a specific assignment or switch assignments in order that a

pregnant staff Nurse not be assigned to a patient who has laboratory documented HIV+, HBA+, CMV+ results or is being actively treated for CMV+ results.

(c) In view of rapidly changing technical knowledge and research in the area of infectious and contagious diseases, this policy will be reviewed by the Hospital periodically during the term of this Agreement and revised when necessary to remain consistent with current public health, epidemiological and research data, as well as federal and District of Columbia laws and regulations.

33.7 Information. The Hospital agrees to supply to the Union, upon written request therefore, nonconfidential information concerning safety incidents that may occur on the Hospital premises.

33.8 Scrubsuit Laundering. Personal scrubsuits or uniforms that are contaminated during work by blood or body fluids that could transmit bloodborne pathogens will be laundered by the Hospital at no cost to the Nurse.

33.9 Lift Assistance. The Hospital is committed to and will provide a lift assistance program. This program will include providing adequate training and detailed information on various lift techniques and any lift equipment in which the Hospital makes available for use to its staff. This program will also include procedures for obtaining physical assistance, if necessary, from Hospital staff in handling life equipment and safely lifting and moving patients.

33.10 Safe Patient Handling. The Hospital maintains a safe patient handling policy. The Hospital will provide functional equipment for Nurses and also provide training to Nurses on the appropriate use of the equipment.

ARTICLE 34 TUITION ASSISTANCE

34.1 Policy. In appreciation of the value of education which increases Nurses' skills, knowledge or technical capabilities, the Hospital provides a program of tuition assistance as stated in this Article. Tuition Assistance is financial assistance provided by the Hospital to eligible Nurses for the purpose of reimbursing the cost of course registration for courses approved within the policy.

34.2 Eligibility. All Nurses shall be eligible for Tuition Assistance benefits once they have completed the introductory period referenced in Article 1.3.

34.3 Approval Criteria. The proposed course of study must be job-related, or health career-oriented, and be one which offers the prospect of self-improvement, upgraded job performance, or increased qualification.

34.4 Benefit Year. The benefit year shall be the same as the Hospital's fiscal year, which is July 1 through June 30.

34.5 Maximum TAP Benefits per Benefit Year.

- (a) Regular Full-Time Nurses. A Full-Time Nurse is eligible for tuition reimbursement up to ten thousand dollars (\$10,000) per calendar year.
- (b) 24-Hour Weekend Incentive Nurses (WIN). A WIN Nurse is eligible for tuition reimbursement up to seven thousand five hundred dollars (\$7,500) per calendar year.
- (c) Permanent Part-Time Eligible Nurses. Part-Time Eligible Nurses are eligible for tuition reimbursement up to five thousand dollars (\$5,000) per calendar year.

34.6 Repayment of Benefits. For all courses commenced after the effective date of this Agreement, a Nurse who voluntarily leaves employment with the Hospital must repay the Hospital for Tuition Assistance benefits that the Nurse received within twelve (12) months prior to her/his voluntary termination of employment.

ARTICLE 35 SUCCESSORSHIP

35.1 If ownership of the Hospital is changed through sale, merger, or in any other manner, this Agreement shall be included as a condition of such change and shall remain binding until its termination.

ARTICLE 36 36-HOUR SCHEDULING OPTION

36.1 Position Availability. The Hospital will establish a 36-Hour Scheduling Option, in which Nurses regularly work three (3) scheduled 12-hour shifts per week. As with other nursing positions, all 36-Hour Scheduling Option positions will be established, posted and filled at the discretion of the Senior Vice President for Nursing.

36.2 Benefits. Nurses who are selected for a 36-Hour Scheduling Option will be paid for hours worked (i.e., 36 hours pay for 36 hours of work), but will receive the benefits of regular Full-Time (40-hour) Nurses as expressly specified elsewhere in this Agreement for Nurses working in a 36-Hour Scheduling Option position.

36.3 Scheduling. Nurses hired into positions posted as night shift 36-Hour Scheduling option positions will not be required to rotate to day shift. Upon request no later than four (4) weeks prior to the commencement of the six-week schedule, Nurses hired into rotational 36-Hour Scheduling Option positions will be granted at least forty-five (45) hours off before being rotated to a different shift (i.e., day-to-night or night-to-day rotation). A 36-Hour Scheduling Option Nurse will not be obliged to be paired with another Nurse in order to obtain or retain his/her position.

ARTICLE 37
24-HOUR WEEKEND INCENTIVE NURSE (WIN) POSITIONS

37.1 It is the intent of the Hospital to continue offering a WIN program.

(a) Definition of Position. A WIN Nurse is a regular Part-Time **Error! Bookmark not defined.** Nurse holding a 24-Hour WIN position assigned to work two (2) 12-hour shifts, designated as day or night shifts, on weekends.

(b) Shift Definitions. Weekend WIN shifts are designated either as day shifts or night shifts. Day shifts are shifts beginning at or after 4:00 a.m. but before 4:00 p.m. (e.g., 7:00 a.m. to 7:00 p.m., 11:00 a.m. to 11:00 p.m., etc.). Night shifts are those beginning at or after 4:00 p.m. but before 4:00 a.m. (e.g., 7:00 p.m. to 7:00 a.m., 11:00 p.m. to 11:00 a.m., etc.). The weekend is generally defined for the purposes of the WIN program as shifts starting on Saturday or Sunday, provided, however, that, at the discretion of Nursing senior management, the weekend may be defined differently for selected units with little or no coverage needs on certain weekend shifts. WIN Nurses will not be required to rotate to shifts other than those associated with their WIN position (i.e., a day shift WIN Nurse will not be required to rotate on the schedule to WIN night shifts).

(c) WIN Compensation. On a WIN Nurse's Date Next Eligible, a Nurse covered by this Article will advance one (1) step on the wage scale attached at Appendix A during each year of the period June 1, 2015 through May 31, 2019.

(d) WIN Differential for WIN Positions.

(i) WIN Nurses who work a day shift as described in Article 37.1(b) shall receive the following WIN differential for all hours worked during that shift, but shall otherwise not be entitled to any differential payment for hours worked:

- (A) Nurses at Step 10 or lower: \$8.80 per hour
- (B) Nurses on Steps 11 through 20: \$9.25 per hour
- (C) Nurses at Step 21 and above: \$9.75 per hour

(ii) WIN Nurses who work a night shift as described in Section 37.1(b) shall receive the following WIN differential for all hours worked during that shift, but shall otherwise not be entitled to any differential payment for hours worked:

- (A) Nurses at Step 10 or lower: \$12.20 per hour
- (B) Nurses on Steps 11 through 20: \$12.75 per hour
- (C) Nurses at Step 21 and above: \$13.50 per hour

(e) WIN Benefits. WIN Nurses are eligible for benefits as provided for in this Agreement, including but not limited to Articles 12.1(d) and 12.2(b) (Holidays and Holiday Pay); 13.1(a) (Paid Time Off); 14 (Paid Administrative Leave); 16 (Leaves of Absence); 24 (In-Service Education); 26.1 (Life Insurance); 26.2 (Medical, Pharmacy, Vision and Dental Benefits); 26.3 and 26.4 (Pension); 26.6 (Employee Assistance Program); 26.8(a) (Sickness and Accident Benefit); 26.8(b) (Long Term Disability Insurance); 28 (Clinical Ladder); and 34.5(b) (Tuition Assistance).

(f) Additional Shift on Weekday. A Nurse holding a 24-Hour WIN position may request to work additional shifts on weekdays. The Hospital will make a good faith effort to accommodate such requests, with special consideration given to requests to serve as preceptors on weekdays. WIN Nurses working an additional weekday shift will be compensated for shift differential for the weekday shift in accordance with the provisions of this Agreement applicable to such hours.

ARTICLE 38 TIER 1 AND TIER 2 FLOAT POOL NURSES

38.1 Scope of Coverage and Salary. A Float Pool Nurse is a Nurse who is subject to clinical qualifications and works in various units through the Hospital based on his or her clinical experience. Prior to transferring to a Tier 2 Float Pool Nurse position, a Nurse must have four (4) years of clinical experience. Language in Article 1 of this Agreement to the contrary notwithstanding, Float Pool Nurses, irrespective of the number of hours per week or per pay period they work or are scheduled to work, shall not be covered by any of the wage or benefit related provisions of this Agreement including but not limited to Articles 11 through 16, Article 23, Article 26, Article 34, and Articles 36, 37, and 39, inclusive of the wage scale attached as Appendix A to this Agreement. Float Pool Nurses shall be paid the hourly rates listed in Article 39.5. Solely for the purposes of this section applicable to Float Pool Nurses, a day shift is a shift starting on or after 5:00 AM but before 2:00 PM; an evening shift is a shift starting on or after 2:00 PM but before 7:00 PM; a night shift is a shift starting on or after 7:00 PM but before 5:00 AM; and a weekend shift is one starting on or after 5:00 AM Saturday but before 5:00 AM Monday.

Float Pool Nurses will not be placed on call unless they volunteer for such duty; if placed on call, Float Pool Nurses will receive on-call pay as set forth in Article 39.3. For purposes of applying Article 39.3 to Float Pool Nurses, their “regular rate of pay” will be the hourly rate for weekday day shifts.

Tier 1 Float Pool Nurses shall be required to work forty-eight (48) hours per six week schedule. Of these hours, in a six-week schedule a Float Pool Nurse must work at least twelve (12) hours on weekends and an additional twelve (12) hours on evenings or nights. The evening and night hour commitment can be met with any combination of weekday or weekend hours.

Tier 2 Float Pool Nurses shall be required to work a minimum of thirty-six (36) hours per

pay period, generally three (3) twelve (12) hour shifts. Of these hours, in a six-week schedule, Tier 2 Float Pool Nurse must work at least three (3) weekend shifts and three (3) off-shifts (nights or evenings) per six (6) week schedule. The requirements for weekend and off-shifts must be met on different shifts.

Up to two (2) times per calendar year, the Hospital will, if operational needs permit, waive the thirty-six (36) hour per pay period work requirement (that does not include holiday work commitment), in order for Tier 2 Float Pool Nurses to take an extended vacation. This request must be in writing and made at least thirty (30) calendar days in advance of the posting of the schedule in which the vacation is included.

In addition, Float Pool Nurses may participate in any Hospital group health insurance plan, but solely at one hundred percent (100%) of the Float Pool Nurse's own expense, irrespective of the type or scope of coverage elected.

38.2 Holidays. Float Pool Nurses must work two (2) out of the three (3) major holidays (Thanksgiving, Christmas and New Year's Day). Tier 1 Float Pool Nurses must also work one (1) and Tier 2 Float Pool Nurses must also work two (2) of the remaining holidays. A sign-up sheet shall be posted for Float Pool Nurses to express a preference for which two major holidays and shifts they wish to work; actual assignments will be made in order of sign-up. After receiving appropriate approval from the Central Staffing Office, and with the approval of a unit's Department Head, Float Pool Nurses may sign up directly on the unit for work shifts, provided that, notwithstanding any other provision of this Article 38.2, such Float Pool Nurses comply with the scheduling requirements (including shift rotation and on-call assignments) of regular staff Nurses on the unit. On holidays listed in Article 12.1, Float Pool Nurses shall receive time and a half the Float Pool hourly rate for the relevant shift worked. The Hospital has the right, in its discretion, to designate specific additional shifts around the holidays listed in Article 12.1 as shifts which will satisfy the holiday work requirement and for which the time and a half pay benefit will be paid to Float Pool Nurses.

38.3 Notice of Cancellation of Shift. The Hospital may cancel a Float Pool Nurse's scheduled shift as required. However, every effort will be made to cancel the shift at least ninety (90) minutes prior to the scheduled shift. A Float Pool Nurse is expected to call the Central Staffing Office at least ninety (90) minutes prior to the commencement of a shift to ascertain whether her/his shift assignment has been cancelled. In the event that the Hospital cancels the Float Pool Nurse's shift less than ninety (90) minutes before such shift is scheduled to begin, the Hospital will pay the Nurse for two (2) hours' at the relevant day shift Float Pool rate.

38.4 Float Pool Nurses will be paid to attend mandatory in-services, mandatory annual updates/competencies, and CPR recertifications at the relevant day shift Float Pool rate.

38.5 In the event a Float Pool Nurse transfers to regular status, the Nurse's wage scale placement shall be determined by the step and DNE of the Nurse at the time of transfer to the Float Pool, plus any step advances or DNE adjustments that would have been implemented if the Nurse had held a regular position during the period of Float Pool

status.. In the event of a Nurse originally hired directly into the Float Pool, the Nurse shall receive pre-hire experience consistent with Article 9.5.

ARTICLE 39 WAGES AND OTHER PAY

39.1 Wages.

(a) A Nurse's Date Next Eligible (DNE) is the date on which an eligible Nurse advances on the wage scale attached at Appendix A, which date is adjusted by leaves of absences. As reflected in Appendix A, the Hospital agrees to increase each step of the wage scale attached at Appendix A by one percent (1%) effective on the first full pay period following June 1st in 2016, 2017 and 2018.

(b) On a Nurse's Date Next Eligible, a Nurse covered by this Article will advance one (1) step on the wage scale attached at Appendix A during each year of the period of June 1, 2015 through May 31, 2019, subject to Article 39.1(c) or (d).

(c) Nurses currently earning a Straight Time Hourly Base Rate in excess of the maximum hourly rate under the wage scale attached at Appendix A (Step 31) shall remain at that hourly rate for the duration of this Agreement. Nurses who are at or above Step 31 and do not advance a step on the scale during a contract year of this Agreement will receive a lump sum bonus of one percent (1%) on his or her DNE in Years Two, Three, and Four of the Agreement. This bonus will be calculated by multiplying: (1) the Nurse's Straight Time Hourly Rate by (2) the Nurse's annualized hours (i.e., 2080 hours for Full-Time Nurses; 1040 hours for Part-Time Eligible Nurses; etc.) and multiplying that number by (3) one percent (1%). This bonus shall be paid in a one-time lump sum payment less applicable withholdings paid in the pay period following the pay period in which the Nurse's DNE occurred. If the combined application of the step increases in Years Two, Three, and Four results in a Nurse currently above the maximum with a base rate of pay less than Step 31, that Nurse will be moved to the Step 31 rate of pay. If that percentage increase is less than one percent (1%), the difference will be paid in a lump sum payment.

(d) For Nurses hired on or after the ratification date of this Agreement, the maximum step of the wage scale attached at Appendix A shall be Step 26.

39.2 Shift Differential.

(a) Evening Shift Differential. Nurses shall receive the following differential for all hours actually worked between 3:00 p.m. and 8:00 a.m. if the majority of hours worked are between 3:00 p.m. and 11:00 p.m. A Nurse may either badge out and in or follow the designated departmental procedure to record the actual time that the Nurse takes a meal break. If a Nurse does not record the meal break using either of these options, a one-half (1/2) hour meal break will be deducted from the middle of the Nurse's shift worked. There shall be no differential for Nurses who do not work a majority of hours during the

time periods set forth in this Section, provided, however, that a Nurse who does not work a majority of hours between 3:00 p.m. and 11:00 p.m. solely because of when the meal break is taken shall not be disqualified from receiving shift differential. For Nurses eligible for a differential as described in this subsection 39.2(a), the following differentials shall apply:

- (i) Nurses at Step 10 or lower: \$3.25 per hour
- (ii) Nurses on Steps 11 through 20: \$3.40 per hour
- (iii) Nurses at Step 21 and above: \$3.60 per hour

(b) Night Shift Differential. Nurses shall receive the following differential for all hours actually worked between 3:00 p.m. and 8:00 a.m. if the majority of hours worked are between 11:00 p.m. and 8:00 a.m. A Nurse may either badge out and in or follow the designated departmental procedure to record the actual time that the Nurse takes a meal break. If a Nurse does not record a meal break using either of these options, a one-half (1/2) hour meal break will be deducted from the middle of the Nurse's shift worked. There shall be no differential for Nurses who do not work a majority of hours during the time periods set forth in this Section, provided, however, that a Nurse who does not work a majority of hours between 11:00 p.m. and 8:00 a.m. solely because of when the meal break is taken shall not be disqualified from receiving shift differential. For Nurses eligible for a differential as described in this subsection 39.2(b), the following differentials shall apply:

- (i) Nurses at Step 10 or lower: \$ 4.65 per hour
- (ii) Nurses on Steps 11 through 20: \$4.90 per hour
- (iii) Nurses at Step 21 and above: \$5.10 per hour

(c) Non-WIN Nurse Weekend Differential. An additional \$5.00 per hour will be paid for each hour worked of all scheduled weekend shifts (of 8, 10, and 12 hour allotments) by weekday (non-WIN) Nurses who are not eligible for time and one-half the regular hourly rate, as set forth in Article 11.2, i.e., Nurses who have not worked a full forty (40) hour normal rotation or do not work the entire extra shift. For this purpose, weekend shall be defined as Saturday and Sunday, from 7:00 a.m. on Saturday until 7:30 a.m. on Monday.

(d) 24 Hour WIN Nurse Weekend Differential. A 24 Hour WIN Nurse shall receive the differentials described in Article 37.1(d) of this Agreement.

39.3 On-Call Pay. Nurses on-call will be paid at \$8.00 per hour for hours in an on-call status, provided however, Nurses working in the Operating Room will be paid \$12.00 per hour for hours in on-call status. On-call status will begin at a specified time and will end at a specified time or upon return to duty, whichever is earlier. Regular duty status for pay purposes will begin when Nurses return to work. On-call time shall not be considered as hours worked for purposes of computing overtime and on-call pay shall not be

included for purposes of computing overtime pursuant to Article 11.2(b). If an on-call Nurse is required to be physically present in the Hospital, she/he shall be paid at fifty percent (50%) of her/his Straight Time Hourly Rate. On-premises on-call (but not off-premises on-call time) shall be counted as hours worked for purposes of computing overtime.

39.4 Call-Back Pay. Any Nurse who is called back to work before or after her/his regular shift shall receive a minimum of four (4) hours' pay. Hours worked shall be paid at the applicable hourly rate; if a Nurse works less than four (4) hours, the difference between the amount of hours actually worked and the guaranteed four (4) hours' pay shall be paid at the Nurse's Straight Time Hourly Rate and shall not count as hours worked for purposes of computing overtime.

39.5 Float Pool Nurses.

(a) Tier 1 Float Pool Rates. Tier 1 Float Pool Rates for the term of the Agreement shall be as follows:

	After June 1, 2015 (2% Increase)	After June 1, 2016 (3% Increase)	After June 1, 2017 (3% Increase)	After June 1, 2018 (3% Increase)
Weekday Day Shift	\$41.78	\$43.03	\$44.32	\$45.65
Weekday Evening Shift	\$44.37	\$45.70	\$47.07	\$48.48
Weekday Night Shift	\$47.00	\$48.41	\$49.86	\$51.36
Weekend Day Shift	\$45.69	\$47.06	\$48.47	\$49.92
Weekend Evening Shift	\$48.31	\$49.76	\$51.25	\$52.79
Weekend Night Shift	\$50.92	\$52.45	\$54.02	\$55.64

(b) Tier 2 Float Pool Nurses. Tier 2 Float Pool Nurses shall be paid as follows:

Base Rate	After June 1, 2015 (2% Increase)	After June 1, 2016 (3% Increase)	After June 1, 2017 (3% Increase)	After June 1, 2018 (3% Increase)
\$50.00	\$51.00	\$52.53	\$54.11	\$55.73

(1) Shift differentials for Tier 2 Float Pool Nurses are as follows:

(A) Tier 2 Float Pool Nurses who work on a weekday evening shift shall receive a shift differential of \$2.00 per hour;

- (B) Tier 2 Float Pool Nurses who work on a weekday night shift shall receive a shift differential of \$5.00 per hour;
- (C) Tier 2 Float Pool Nurses who work on a weekend day shift shall receive a shift differential of \$3.00 per hour;
- (D) Tier 2 Float Pool Nurses who work on a weekend evening shift shall receive a shift differential of \$5.00 per hour; and
- (E) Tier 2 Float Pool Nurses who work on a weekend night shift shall receive a shift differential of \$8.00 per hour.

(c) Senior Nurse Reduced Work Option Nurses will receive the same percentage increases on the same dates as described in subsections (a)-(b) above.

(d) The definition of evening shift, night shift, and weekend shifts shall be those described in Article 39.2(a)-(c). Other than Article 39.2(a)-(c), Article 39.3-39.5 and Article 39.9, no other provisions of this Article shall apply to Float Pool Nurses.

39.6 Operating Room and MedStar Flight Nurses.

(a) OR Lead Nurses or MedStar Flight Nurses remain on the wage scale attached at Appendix A1. These Nurses shall remain on the wage scale attached at Appendix A1 as long as they remain in their current positions.

(b) OR Lead Nurses and MedStar Flight Nurses whose base wage exceeds the wage scale attached at Appendix A1 shall have wage increases called for in Article 39.1.

(c) Nurses who are newly-hired into or are transferred into an OR Lead Nurses or MedStar Flight Nurse position will be placed on the wage scale in Appendix A1.

(d) If a Nurse transfers from an OR Lead Nurse or MedStar Flight Nurse position, the Nurse shall revert to the title of Nurse and be placed on their numerically equivalent step on the wage scale attached as Appendix A.

39.7 Night Shift Commitment Bonus. A Nurse who commits and is approved to work two consecutive 6-week schedules (i.e., 12 weeks) of night shifts shall receive a \$1,000 bonus upon completing the shift commitment; however, WIN Nurses shall be eligible for the bonuses in Article 37.1(f) and not for the bonus in this section. The bonus shall be paid in the Nurse's second pay check following the completion of the second 6-week schedule. A Nurse who has an unscheduled absence during the relevant 12-week period will forfeit the bonus. Whole or partial scheduled shifts not worked due to the Nurse having his or her shift cancelled or taking approved bereavement leave or jury duty leave shall not cause the Nurse to lose the Night Shift Commitment Bonus. Scheduled and approved paid time-off shall not cause the Nurse to lose the Night Shift Commitment Bonus.

39.8 Weekend Commitment Bonus. A Nurse who commits and is approved to work two consecutive 6-week schedules (i.e., 12 weeks) of 12-hour weekend shifts shall receive a \$1,500 bonus upon completing the shift commitment. The bonus shall be paid in the Nurse's second pay check following the completion of the second 6-week schedule. A Nurse who has an unscheduled absence during the relevant 12-week period will forfeit the bonus. Whole or partial scheduled shifts not worked due to the Nurse having his or her shift cancelled or taking approved bereavement leave or jury duty leave shall not cause the Nurse to lose the Weekend Commitment Bonus. Scheduled and approved paid time-off shall not cause the Nurse to lose the Weekend Commitment Bonus.

39.9 Float Pool Commitment Bonus. The Hospital reserves the right to offer Float Pool Nurses a commitment bonus depending upon Hospital operational needs at any point during the term of the Agreement. Under such circumstances, the Hospital will provide the Union with the terms and duration of the Commitment Bonus Program at least two (2) weeks prior to the start of the Commitment Bonus Program.

39.10 Ratification Bonus. With exception of Float Pool Nurses, all Nurses who are members of the Bargaining Unit shall receive a ratification bonus of one percent (1%) to be received within thirty (30) days of the ratification of the Agreement.

39.11 Retention Bonus.

- (a) Nurses completing Step 1 will receive a retention bonus of \$1,000.
- (b) Nurses completing Step 2 will receive a retention bonus of \$1,500.
- (c) Nurses completing Step 3 will receive a retention bonus of \$2,000.
- (d) Retention bonus payments will be made within twenty (20) working days following the last check date in the month during which the Step increase is effective.
- (e) Retention bonuses shall not be retroactively applied to any Nurse who successfully completed Steps 1, 2, or 3 prior to June 1, 2015.

**ARTICLE 40
DURATION OF AGREEMENT**

40.1 This Agreement shall be in full force and effect from the 1st day of June, 2015, to and including the 31st day of May, 2019, and thereafter it shall be considered automatically renewed for successive periods of twelve (12) months unless at least ninety (90) days prior to the end of any twelve (12) month effective period, either party shall serve written notice upon the other that it desires cancellation, revision, or modification of any provision or provisions of this Agreement.

ARTICLE 41 ASSIGNMENT

41.1 This Agreement, including the bargaining rights of the Union for the instant bargaining unit, shall not, absent written agreement by the Hospital, be assigned, transferred or assumed in any manner by any other labor organization. The intent of this Article is to not disturb, in any manner, the collective bargaining relationship between the parties.

ARTICLE 42 DEFINITIONS

42.1 Unless otherwise indicated herein or in a specific provision of the Agreement, the following definitions shall apply throughout the Agreement:

Nurse means a registered nurse or graduate nurse employed to provide direct patient care services and who is included in the bargaining unit. The terms “Nurse,” “clinical nurse,” “nurse,” “bargaining unit nurse,” and “staff nurse” are used interchangeably in this Agreement to mean a member of the bargaining unit.

Regular Nurse means a member of the bargaining unit who is not a Float Pool nurse, a Senior Nurse Reduced Work Option nurse, or a temporary nurse.

Temporary Nurse means a registered nurse working at the Hospital through an employment agency or other fixed-term contractual basis, including registered nurses referred to as “agency nurses,” “contract nurses,” or “travelers,” as well as a nurse employed directly by the Hospital, whether full-time or part-time, who fills a temporary position and normally will not work beyond the introductory period.

Full-Time means filling a permanent position; working on a regularly scheduled basis; and working at least forty (40) hours per week or eighty (80) hours per pay period, or working in a 36-Hour Scheduling Option position as specified in Article 36.

Part-Time Eligible means filling a permanent position; working on a regularly scheduled basis; and working at least twenty (20) hours but less than forty (40) hours per week or at least forty (40) hours but less than eighty (80) hours per pay period.

Part-Time Ineligible means working less than twenty (20) hours per week or less than forty (40) hours per pay period.

Float Pool Nurse means a clinical nurse employed by the Hospital as a member of the Division of Nursing Float Pool who satisfies the minimum Float Pool work requirements set forth in this Agreement, and who is covered by this Agreement consistent with Article 38 (“Float Pool Nurses”). Float Pool Nurses shall not be considered Full-Time or Part-Time Eligible Nurses, regardless of the number of hours worked per week or per pay period.

Senior Nurse Reduced Work Option Nurse means a clinical nurse employed by the Hospital who has been placed in Senior Nurse Reduced Work Option status, satisfies the minimum Senior Nurse Reduced Work Option work requirements, and is covered by this Agreement consistent with Article 6. Senior Nurse Reduced Work Option Nurses shall not be considered Full-Time or Part-Time Eligible Nurses, regardless of the number of hours worked per week or per pay period.

Graduate Nurse means a nurse who has successfully completed a registered nursing program, is eligible to be, but has not yet been, licensed as a registered nurse, and who is authorized by law to engage in the supervised practice of registered nursing.

Date Next Eligible (DNE) means the date on which a permanent clinical nurse advances on the wage scale, which date is adjusted by leaves of absences.

Straight Time Hourly Rate, Base Rate, or Base Hourly Rate all mean the hourly rate of pay earned by a nurse before the application of any applicable premiums or differentials.

Regular Rate or Regular Hourly Rate means the hourly rate of pay earned by a nurse including any applicable differentials.

Union Representative means all individuals designated by the Union pursuant to Article 10.3 and any designated staff person employed by the Union. The Union will provide the Hospital written notice of any changes as they occur, which will become effective eight (8) calendar days after the Hospital receives such notice.

Working Days means Monday through Friday, excluding only holidays observed pursuant to Article 12.1 of this Agreement.

IN WITNESS WHEREOF, and by affixing their signatures below, the parties attest that they are duly authorized to enter into this Agreement and have thereby caused this Agreement to be duly executed on this _____ day of October, 2015 at Washington, D.C.

For MedStar Washington Hospital Center:

Kathleen F. Chapman _____

Robert F. Millman _____

Ariam G. Yitbarek _____

Barry T. Garner _____

For National Nurses Organizing Committee, National Nurses United, AFL-CIO:

Stephanie Sims _____

Corey Lanham _____

Stephen Frum _____

Evan Brost _____

Rajani Ward _____

Mindy Blandon _____

Erica Ward _____

Gandessa Orteza _____

Sheila Rushdan _____

John Estenor _____

Micker Samios _____

APPENDIX A

Base Wage Scale				
Step	Year 1 <small>(Effective June 2015)</small>	Year 2 <small>(Effective June 2016)</small>	Year 3 <small>(Effective June 2017)</small>	Year 4 <small>(Effective June 2018)</small>
0	\$28.088	\$28.369	\$28.653	\$28.939
1	\$28.721	\$29.008	\$29.298	\$29.591
2	\$29.367	\$29.661	\$29.957	\$30.257
3	\$30.028	\$30.328	\$30.632	\$30.938
4	\$30.703	\$31.010	\$31.320	\$31.633
5	\$31.394	\$31.708	\$32.025	\$32.345
6	\$32.021	\$32.341	\$32.665	\$32.991
7	\$32.663	\$32.990	\$33.320	\$33.653
8	\$33.315	\$33.648	\$33.985	\$34.324
9	\$33.983	\$34.323	\$34.666	\$35.013
10	\$34.662	\$35.009	\$35.359	\$35.712
11	\$35.355	\$35.709	\$36.066	\$36.426
12	\$36.062	\$36.423	\$36.787	\$37.155
13	\$36.784	\$37.152	\$37.523	\$37.899
14	\$37.518	\$37.893	\$38.272	\$38.655
15	\$38.270	\$38.653	\$39.039	\$39.430
16	\$38.938	\$39.327	\$39.721	\$40.118
17	\$39.620	\$40.016	\$40.416	\$40.821
18	\$40.314	\$40.717	\$41.124	\$41.536
19	\$41.020	\$41.430	\$41.845	\$42.263
20	\$41.737	\$42.154	\$42.576	\$43.002
21	\$42.467	\$42.892	\$43.321	\$43.754
22	\$43.210	\$43.642	\$44.079	\$44.519
23	\$43.967	\$44.407	\$44.851	\$45.299
24	\$44.736	\$45.183	\$45.635	\$46.092
25	\$45.407	\$45.861	\$46.320	\$46.783
26	\$46.089	\$46.550	\$47.015	\$47.486
27	\$46.780	\$47.248	\$47.720	\$48.197
28	\$47.482	\$47.957	\$48.436	\$48.921
29	\$48.194	\$48.676	\$49.163	\$49.654
30	\$48.917	\$49.406	\$49.900	\$50.399
31	\$49.651	\$50.148	\$50.649	\$51.155

APPENDIX A1

OR Lead Nurse and MedStar Flight Nurse Wage Scale				
Step	Straight Time Hourly Rate Year 1 <small>(Effective June 2015)</small>	Straight Time Hourly Rate Year 2 <small>(Effective June 2016)</small>	Straight Time Hourly Rate Year 3 <small>(Effective June 2017)</small>	Straight Time Hourly Rate Year 4 <small>(Effective June 2018)</small>
2	\$31.716	\$32.033	\$32.353	\$32.677
3	\$32.429	\$32.753	\$33.081	\$33.412
4	\$33.159	\$33.491	\$33.825	\$34.164
5	\$33.906	\$34.245	\$34.588	\$34.933
6	\$34.583	\$34.929	\$35.278	\$35.631
7	\$35.275	\$35.628	\$35.984	\$36.344
8	\$35.980	\$36.340	\$36.703	\$37.070
9	\$36.701	\$37.068	\$37.439	\$37.813
10	\$37.435	\$37.809	\$38.187	\$38.569
11	\$38.183	\$38.565	\$38.950	\$39.340
12	\$38.947	\$39.336	\$39.730	\$40.127
13	\$39.726	\$40.123	\$40.524	\$40.930
14	\$40.520	\$40.925	\$41.334	\$41.748
15	\$41.331	\$41.744	\$42.162	\$42.583
16	\$42.053	\$42.474	\$42.898	\$43.327
17	\$42.789	\$43.217	\$43.649	\$44.086
18	\$43.539	\$43.974	\$44.414	\$44.858
19	\$44.302	\$44.745	\$45.192	\$45.644
20	\$45.076	\$45.527	\$45.982	\$46.442
21	\$45.865	\$46.324	\$46.787	\$47.255
22	\$46.667	\$47.134	\$47.605	\$48.081
23	\$47.485	\$47.960	\$48.439	\$48.924
24	\$48.315	\$48.798	\$49.286	\$49.779
25	\$49.040	\$49.530	\$50.026	\$50.526
26	\$49.777	\$50.275	\$50.778	\$51.285
27	\$50.522	\$51.027	\$51.537	\$52.053
28	\$51.281	\$51.794	\$52.312	\$52.835
29	\$52.050	\$52.571	\$53.096	\$53.627
30	\$52.830	\$53.358	\$53.892	\$54.431
31	\$53.622	\$54.158	\$54.700	\$55.247

APPENDIX B

June 1, 2015

Stephanie Sims, RN
Chief Shop Steward
National Nurses Organizing Committee, National Nurses United, AFL-CIO
8630 Fenton Street, Suite 1100
Silver Spring, MD 20910

Re: D.C. Accrued Sick and Safe Leave Act of 2008

Dear Ms. Sims:

This confirms the agreement of MedStar Washington Hospital Center and National Nurses Organizing Committee, National Nurses United as a result of the 2009 collective bargaining negotiations regarding the relationship between the recently enacted District of Columbia Accrued Sick and Safe Leave Act of 2008 (“ASSLA”) and the paid leave provisions of the parties’ collective bargaining agreement for the period of June 1, 2015 through May 31, 2019 (“CBA”). Specifically, the parties agree that except as provided in this Side Letter, paid time off provided pursuant to Article 13 of the CBA encompasses the leave required by ASSLA and may be used for the reasons specified in ASSLA and that ASSLA will not be interpreted or applied to require additional paid leave beyond the amounts set forth in Article 13; provided, however, that neither this Side Letter nor the parties’ Agreement shall waive or affect the ASSLA rights of any Nurses for whom Article 13 does not provide paid leave equal to at least their minimum entitlement under ASSLA.

Very truly yours,

Kathleen F. Chapman
Assistant Vice President of Human Resources
MedStar Washington Hospital Center

Agreed and Accepted on Behalf of National Nurses Organizing Committee, National Nurses United, AFL-CIO:

Stephanie Sims, RN
National Nurses Organizing Committee, National Nurses United, AFL-CIO

APPENDIX C

June 1, 2015

Stephanie Sims, RN
Chief Shop Steward
National Nurses Organizing Committee, National Nurses United, AFL-CIO
8630 Fenton Street, Suite 1100
Silver Spring, MD 20910

Re: Article 1.2

Dear Ms. Sims:

The parties acknowledge and agree that, by changing the language of Article 1.2 of the 2009-2010 Collective Bargaining Agreement between the MedStar Washington Hospital Center and National Nurses Organizing Committee, National Nurses United, the parties do not intend to change the scope of the bargaining unit as it existed on July 12, 2003 when Nurses United of the National Capital Region was elected as the Nurses' bargaining representative, and they do not intend to waive any rights they may have or arguments they may make regarding the inclusion or exclusion of any position from the bargaining unit. Each party agrees that it will not use the changes to Article 1.2 as a basis for seeking to narrow or expand the bargaining unit.

Very truly yours,

Kathleen F. Chapman
Assistant Vice President of Human Resources,
MedStar Washington Hospital Center

Agreed and Accepted on Behalf of National Nurses Organizing Committee, National Nurses United, AFL-CIO:

Stephanie Sims, RN
National Nurses Organizing Committee, National Nurses United, AFL-CIO

APPENDIX D

June 1, 2015

Stephanie Sims, RN
Chief Shop Steward
National Nurses Organizing Committee, National Nurses United, AFL-CIO
8630 Fenton Street, Suite 1100
Silver Spring, MD 20910

Re: Letter of Agreement Regarding Prior Level IV Nurses in the Operating Room and MedStar Flight

Dear Ms. Sims:

This Letter confirms the agreement of MedStar Washington Hospital Center and National Nurses Organizing Committee, Nurses United of the National Capital Region reached during the parties' 2011 collective bargaining negotiations regarding Level IV Nurses who were previously on a clinical ladder program in the Operating Room or MedStar Flight. As stated in Article 39.6, the parties agree that the Hospital shall develop new job titles, codes, and revised job descriptions for current Clinical Level IV Nurses in the Operating Room (hereinafter "OR Lead Nurse") and MedStar Flight (hereinafter MedStar Flight Nurse") to reflect the duties and functions currently performed by those Nurses. Nurses holding the position of OR Lead Nurse or MedStar Flight Nurse shall be compensated on the wage scale attached below. As of the effective date of this Agreement, each Nurse currently operating as a Clinical Level IV Nurse in the Operating Room or MedStar Flight will be placed on the wage scale below at the step identical to the Nurse's current Level IV step. Nurses who are placed on the wage scale below and are currently over Step 31 shall retain their base wage rate for the duration of this Agreement. Nurses under Step 31 shall continue to receive step increases through Step 31.

Nurses who are newly hired into or are transferred into an OR Lead Nurse or MedStar Flight Nurse position will be placed on the wage scale in Appendix A1 based on the same criteria identified in Article 9.5 of this Agreement.

If a Nurse transfers from the newly created OR Lead Nurse or MedStar Flight Nurse position, the Nurse shall revert to the title of Nurse and be placed on their numerically equivalent step on the wage scale attached as Appendix A. Further, Nurses covered by this Letter shall be eligible to participate on the clinical ladder proposed in Article 28.

Very truly yours,

Kathleen F. Chapman

Assistant Vice President of Human Resources
MedStar Washington Hospital Center

Agreed and Accepted on Behalf of National Nurses Organizing Committee, National
Nurses United:

Stephanie Sims, RN
National Nurses Organizing Committee, National Nurses United, AFL-CIO

APPENDIX E

June 1, 2015

Stephanie Sims, RN
Chief Shop Steward
National Nurses Organizing Committee, National Nurses United, AFL-CIO
8630 Fenton Street, Suite 1100
Silver Spring, MD 20910

Re: Letter of Agreement Regarding Part-Time Eligible Nurses' Benefits

Dear Ms. Sims:

Part-Time Eligible Nurses who, as of May 8, 2011, participate in the Hospital's CARE FIRST group health insurance plan, will continue to receive the "full time" premium cost sharing rate for the duration of this Agreement or until the Nurse transfers to another benefit eligible status, whichever comes first.

Nurses hired or transferred to a Part-Time Eligible Nurse position after the effective date of this Agreement will be eligible to participate in the Hospital's group health plan(s) at the part-time premium cost sharing rate.

Very truly yours,

Kathleen F. Chapman
Assistant Vice President of Human Resources
MedStar Washington Hospital Center

Agreed and Accepted on Behalf of National Nurses Organizing Committee, National Nurses United, AFL-CIO:

Stephanie Sims, RN
National Nurses Organizing Committee, National Nurses United, AFL-CIO

APPENDIX F

June 1, 2015

Stephanie Sims, RN
Chief Shop Steward
National Nurses Organizing Committee, National Nurses United, AFL-CIO
8630 Fenton Street, Suite 1100
Silver Spring, MD 20910

Re: Letter of Agreement Regarding Payout of Accrued PTO

Dear Ms. Sims:

This letter reflects the agreement of the parties regarding the payout of accrued PTO. MedStar Washington Hospital Center (“MWHC”) agrees to the following guidelines for paying accrued PTO to Nurses eligible for PTO payout upon separation from MWHC. MWHC agrees that a Nurse shall receive an 80% payout of PTO hours accrued on the Nurse’s date of separation up to and equal to the number of hours in the Nurse’s PTO bank on January 1, 2011. If, upon separation from MWHC, the Nurse’s PTO bank exceeds the number of hours in the Nurse’s PTO bank on January 1, 2011, those additional hours will be paid out under the terms of HRP 604.

For example, Nurse A has 100 hours in her PTO bank on January 1, 2011. On January 1, 2012, Nurse A has 80 hours in her PTO bank and separates from employment. Because MWHC has guaranteed to pay up to 100 hours at 80%, Nurse A shall receive a PTO payment of 64 hours (80% of 80 hours).

Nurse B has 100 hours in his PTO bank January 1, 2011. On January 1, 2012, Nurse B has 150 hours in his PTO bank and separates for employment. MWHC will pay 100 hours at 80%. The remaining 50 hours will be paid in accordance to HRP 604.

After January 1, 2011, Nurse C is terminated from MWHC for gross misconduct, and under HRP 604, is not entitled to any PTO payout. Nurse C will not receive any portion of the Nurse’s PTO bank on January 1, 2011.

Very truly yours,

Kathleen F. Chapman
Assistant Vice President of Human Resources
MedStar Washington Hospital Center

Agreed and Accepted on Behalf of National Nurses Organizing Committee, National Nurses United, AFL-CIO:

Stephanie Sims, RN
National Nurses Organizing Committee, National Nurses United, AFL-CIO

APPENDIX G

June 1, 2015

Stephanie Sims, RN
Chief Shop Steward
National Nurses Organizing Committee, National Nurses United, AFL-CIO
8630 Fenton Street, Suite 1100
Silver Spring, MD 20910

Re: Letter of Agreement Regarding Incentive Payments – Articles 39.7 and 39.8

Dear Ms. Sims:

This letter reflects the parties' agreement regarding the use of the incentive payments in Articles 39.7 and 39.8. MedStar Washington Hospital Center ("MWHC") retains the right to offer those payments (or not to do so) at any time during the term of the contract.

Very truly yours,

Kathleen F. Chapman
Assistant Vice President of Human Resources
MedStar Washington Hospital Center

Agreed and Accepted on Behalf of National Nurses Organizing Committee, National Nurses United, AFL-CIO:

Stephanie Sims, RN
National Nurses Organizing Committee, National Nurses United, AFL-CIO

APPENDIX H

June 1, 2015

Stephanie Sims, RN
National Nurses Organizing Committee, National Nurses United, AFL-CIO
8630 Fenton Street, Suite 1100
Silver Spring, MD 20910

Re: Letter of Agreement Regarding Nurse Exposure to a Contagious Disease

Dear Ms. Sims:

This letter reflects the parties' agreement confirming that a Nurse placed on quarantine due to work-related Ebola exposure will be paid for his or her budgeted hours at his or her Straight Time Hourly Rate of pay during the period of quarantine.

Very truly yours,

Kathleen F. Chapman
Assistant Vice President of Human Resources
MedStar Washington Hospital Center

Agreed and Accepted on Behalf of National Nurses Organizing Committee, National Nurses United, AFL-CIO:

Stephanie Sims, RN
National Nurses Organizing Committee, National Nurses United, AFL-CIO

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