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COLLECTIVE BARGAINING AGREEMENT

by and between

Washington Hospital Center

and

Nurses United of the
National Capital Region

Term of Agreement

April 4, 2004

to

April 3, 2007

111 pages

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AGREEMENT

THIS AGREEMENT, effective as of April 4, 2004, is made and entered into by and between the WASHINGTON HOSPITAL CENTER (hereinafter referred to as the "Hospital") and NURSES UNITED OF THE NATIONAL CAPITAL REGION (hereinafter referred to as the "Union").

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 PROBATIONARY 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 Section 1.2 of this Article.

§ 1.2 Bargaining Unit: This Agreement covers all permanent, full-time clinical nurses, all permanent, part-time eligible clinical 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, students, supervisors as defined in the National Labor Relations Act (as amended), part-time ineligible nurses, temporary nurses, and all other employees.

§ 1.3 Probationary 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 probationary employees until completion of ninety (90) days of employment. The Hospital may extend this probationary period by up to an additional thirty (30) days. In the event the probationary 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 nonprobationary nurses by the Hospital within the past five (5) years) shall be considered probationary employees until completion of forty-five (45) days of employment. Any nurses who are in special training programs (except in the Operating Room) shall have a probationary period of ninety (90) days or the duration of such program, whichever is longer. The Hospital may extend this probationary period for up to thirty (30) days. In the event that the probationary period is extended beyond ninety (90) days or beyond the completion of the program, the Hospital shall notify the Union of such decision and state the reason(s). A nurse who is in a special training program in the Operating Room shall remain a probationary employee until the program is completed.

(b) 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 a probationary nurse will not be subject to the grievance and arbitration provisions of this Agreement.

(c) A nurse transferring from one bargaining unit position to another bargaining unit position who has not successfully completed the probationary period shall be considered a probationary employee for the longer of sixty (60) days or the remainder of the original probationary period. A nurse transferring from one bargaining unit position to another bargaining unit position who has successfully completed the probationary period shall not be considered a probationary employee, but shall be subject to the trial period upon transfer (Section 1.4) if the transfer is outside the nurse's CSA.

(d) During the probationary 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 Section 10.1 below, to another shall be on trial for twenty-five (25) 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 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. Such functions, rights, and responsibilities of management include, but are not limited to, the right to require standards of performance 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 lay off employees 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; 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.

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. The exercise by the Hospital of the rights reserved by this Article 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.

ARTICLE 3 DISCIPLINE AND DISCHARGE

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

§ 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 have the right to defend himself/herself in connection with such action. Any disciplinary action must be initiated within ten (10) working 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 fifteen (15) working 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 fifteen days. All dismissals or disciplinary suspensions shall be without pay. However, 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. 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.

(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) By August 1, 2004, and at such other times thereafter 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.

§ 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 employ a system of progressive discipline, directed towards the goal of correction, as follows:

(1) First Offense - Verbal Reprimand: In a verbal reprimand, a nurse will be informed of his/her failure to meet established standards, his/her performance deficiencies or misconduct. A verbal reprimand shall consist of a meeting between the nurse and his/her immediate supervisor, in which the supervisor will clarify goals and expectations and discuss ways of achieving those goals and expectations. A verbal reprimand will be documented.

(2) Second Offense - Written Reprimand: In a written reprimand, 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 Offense - 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.

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 may be referred to in arbitration only if it concerns a similar offense to the offense that is the subject of the pending 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 designating where and when reasonably possible, the date and time 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 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.

§ 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.), base hourly wage 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 five (5) working 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 ten (10) working 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 Section 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: 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 five (5) 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.

§ 4.7 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.

§ 4.8 Orientation: The Union will be given at least thirty (30) 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.

§ 4.9 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, status as a veteran, political affiliation or belief, ethnic background, military draft status, 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 Vice President for Human Resources, in writing, within fifteen (15) working days of the alleged discriminatory act or fifteen (15) working 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
MAINTENANCE OF BENEFITS

§ 6.1 Except for a bona fide reclassification, no nurse covered by this Agreement whose wages are greater than those provided for elsewhere herein shall suffer a reduction in her/his wages.

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 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 Personnel Identification: For the protection of the Hospital's patients and employees, the identification paraphernalia supplied by the Hospital must be worn or displayed 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. Nursing unit seniority is defined as length of continuous, uninterrupted service by the nurse in a nursing unit. 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 layoffs, recalls from layoff, and holiday scheduling as specified in Sections 10.4, 10.7, and 12.1 and shall also apply as indicated in Sections 11.2, 11.3, 11.10, 12.1, 23.1, 26.6, 34.6, and 36.1.

§ 9.3 Loss of Seniority: A nurse's seniority shall be broken when she/he:

- (a) Quits, resigns, or retires.

(b) Is discharged for cause.

(c) Fails to return following the end of a leave of absence.

(d) Fails to return to work within fourteen (14) calendar days after the Hospital has served notice of recall to her/him by letter.

(e) Is laid off for a period of eighteen (18) months or the nurse's length of employment, whichever is less.

§ 9.4 Restoration of Seniority

(a) 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 Section 9.2, all previously earned Hospital seniority.

(b) Any nurse who left employment at the Hospital after January 1, 2000 and who is rehired by October 4, 2004 will recover, for purposes of the circumstances specified in Section 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:

<u>RN Experience (US or International)</u>	<u>Level/Step Placement</u>
Less than 12 months experience	Level I
12-23 months experience	Level II
24-35 months experience	Level III Step 1
36-47 months experience	Level III Step 2
48-59 months experience	Level III Step 3
60-71 months experience	Level III Step 4
72-83 months experience	Level III Step 5
84-95 months experience	Level III Step 6
96-107 months experience	Level III Step 7

108-119 months experience	Level III Step 8
120-131 months experience	Level III Step 9
132-143 months experience	Level III Step 10
144-155 months experience	Level III Step 11
156 or more months experience	Level III Step 12

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, and/or long-term care facility. For nurses hired after April 4, 2004, prior experience in home health care will also be included for purposes of these hiring criteria. 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. The proposed change will not be implemented without the Union's 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 greater than one hundred fifty-six (156) 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.

The Hospital will give the Union two (2) weeks' notice of its intent to change the sign-on bonus, referral bonus, and/or relocation reimbursement program(s).

ARTICLE 10
CLINICAL SERVICE AREAS,
REDUCTIONS IN FORCE/LAYOFFS,
SEVERANCE & RECALL

§ 10.1 (a) Clinical Service Areas (CSAs): The CSAs shall be as follows, and such CSAs shall be utilized only for purposes of layoff, recall from layoff, and trial periods upon transfer.

1. Surgical Critical Care Services (3G/4G/PACU/CVRR/4H)
2. Operating Room Services (MOR/TFOR)
3. Intermediate Care (1H/2E IMC/2NE IMC)
4. MedSTAR Services (1G)
5. Surgical Cardiac Services (4F/4NW/4E)
6. Surgical Services (2E/2NW/5NW/3NW/3F/3E)
7. Surgical Preoperative Preparation Services (Holding/ATC)
8. Transplant Surgery Clinic
9. Endoscopy Services (GI Lab)
10. Interventional Radiology
11. Cath Lab
12. Hemodialysis (3D)
13. Medical Services (1C/1E/2C/2D/2F/2NE/3C)
14. Oncology (3NE/Infusion Center/ATA Cancer Institute/Radiation Oncology/Medical Oncology Suite)
15. Medical ICU/CCU (2G/2H)
16. Emergency Room
17. IV Therapy; Blood Donor; ET; TPN
18. Delivery Room
19. OB /GYN Nursing Units (5C/5D/5D Nursery/5F)
20. NICU (5A/5F Nursery)
21. Medical Cardiac Services (4C/4D/4NE)
22. 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 forty-five (45) 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 layoff and recall provisions in Sections 10.4 and 10.7 of this Agreement shall be applied to any layoffs or recalls utilizing the CSA structure that existed at the time of the notice of the layoff.

§ 10.2 Notice of Reduction in Force/Layoff: The Union and the affected nurse(s) will be given notice of any reduction in force/layoff not less than sixty (60) days prior to the effective date of the reduction in force/layoff.

§ 10.3 Superseniority: Shop stewards and officers of the Union shall be the last laid off 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. Among officers, the President shall have the greatest seniority followed by the Vice President, Chief Shop Steward, Treasurer, Corresponding Secretary, Recording Secretary, Executive Board Members At-Large (in the order designated by the Union) and Shop Stewards (in the order designated by the Union). The Union will provide the Hospital with an initial written list of the persons holding these positions by May 4, 2004 and will subsequently provide written notice of any changes as they occur, which will become effective five (5) working days after the Hospital receives such notice; provided, however, that if there is a change in any Union officer or Shop Steward within this five (5) day period as a result of a Union election, the new officer or Shop Steward will replace the individual who previously held her/his Union position for superseniority purposes. All those claiming "superseniority" pursuant to this Section 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/Layoff: When in the judgment of the Hospital it becomes necessary to effect a reduction in force/layoff, the Hospital shall give the Union the notices specified in Section 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/layoff, 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 notice of reduction in force/layoff is provided, all bargaining unit vacancies will be frozen (including new hires and transfers) until the conclusion of the ten (10) 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/layoff nor shall the parties be required to reach an agreement on the Hospital's decision: (1) to effect a reduction in force/layoff; or (2) to select which nurses are to be laid off 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/layoff.

Displacement interviews (in which nurses participate in the reduction in force/layoff procedure outlined below) must be scheduled and concluded within ten (10) working days of notice of the reduction in force/layoff. Upon advance 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/layoff, such reductions in force/layoffs shall be by inverse order of Hospital seniority. The following reduction in force/layoff 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 laid off with all rights and benefits afforded under this Agreement in the event of a layoff.

(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 ten (10) scheduled and worked shifts. 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, provided that the nurse possesses the necessary and requisite skills to perform the work, and can become oriented within ten (10) scheduled and worked shifts.

(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 ten (10) scheduled and worked shifts. 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 ten (10) scheduled and worked shifts;

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 laid off nurses 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 permanent layoff due to a reduction in force or abolishment of a position, nurses permanently laid-off shall be paid severance pay equal to two (2) eight (8) hour shifts of straight time pay for each full year of consecutive credited service with the Hospital, up to a maximum of sixty (60) days of pay.

§ 10.6 Retraining: In the event of a layoff due to a reduction in force, abolishment of position(s), or closing of unit(s), the Hospital shall, following the selection process outlined in Section 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: Recall to work shall be in the inverse order of layoff; the last nurse laid off shall be the first nurse recalled. No new nurse(s) shall be hired until all laid off nurses 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 and/or (ii) where the nurse entitled to recall did not return within the time limits set forth in Section 9.3(d) and/or (iii) when the nurse 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, or may become qualified after a normal orientation period specific to that unit. Layoff status 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 midnight on the following Saturday. Each pay period consists of two workweeks. The parties to this Agreement recognize that:

(1) Proper care and treatment of patients is the primary consideration,

(2) This care and treatment is continuous in nature, and

(3) 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.

§ 11.2 Overtime:

(a) General. 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 section.

(b) 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 regular hourly rate, as defined by applicable law. Holiday hours, 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, unless it is expressly provided for in this Section 11.2.

(c) Authorization. A nurse shall be paid overtime if required or permitted to work overtime. It is expected 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.

(d) 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, preference in filling such shifts will be given in the following order: 1) permanent clinical nurses on the unit 2) qualified permanent clinical nurses from other units 3) Float Pool nurses 4) temporary nurses. When more than one permanent clinical nurse signs up for the same shift, it will be assigned equitably. Should the equitable assignment process result in a "tie" between two or more permanent clinical nurses for the same shift, nursing unit seniority will determine who is assigned the

shift. If a nurse's voluntary scheduled overtime 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 base rate, provided, however, this payment will not apply to a nurse who elects to go home pursuant to Section 11.10(d).

(e) **Mandatory Overtime.** Mandatory overtime will be assigned in rotating, inverse order of nursing unit 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.

(f) **Restrictions on Mandatory Overtime.** On all nursing units other than those referenced in subsection (g) below, 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 (16 ½) hours in a twenty-four (24) hour period.

(g) 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 forty percent (40%) of the regular hourly rate for each hour of extra required work (regardless of whether the nurse is in overtime status). Before assigning extra work for which the 40% 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 40% 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 40% 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 40% bonus is payable for the entire period of involuntary extra work, including that first one (1) hour. 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.

(h) 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.

(i) Separate Checks. The Hospital has authority to pay for overtime, premiums or any other form of compensation except regular straight time pay, in checks separate from regular paychecks. Any nurse who in addition to working a full forty (40) hour normal rotation also agrees in advance and works at the Hospital's request a full extra scheduled shift of eight (8), ten (10), or twelve (12) hours, whichever is appropriate, may, consistent with this Section 11.2, receive in a separate check pay for such work at the rate of 1½ times her/his regular hourly rate. As of April 4, 2005, the Hospital may discontinue the separate check option, provided that it notifies the Union six (6) months prior to doing so.

§ 11.3 Scheduling:

(a) Self Scheduling:

(i) Self scheduling practices shall be utilized on every unit. If a unit does not currently utilize self scheduling practices, they shall be implemented by September 30, 2004.

(ii) A time schedule, citing work shifts and days off in six week increments, shall be posted no later than two weeks prior to the commencement date of the schedule. These time schedules shall be at least six 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.

(iii) Nurses may submit their preferences for the next time 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.

(iv) Subject to departmental self scheduling rules (e.g., rotational and permanent shift requirements, etc.), priority in scheduling shall be afforded in the following order: 1) permanent clinical nurses, 2) Float Pool nurses, 3) temporary nurses. Shifts for which more than one permanent clinical nurse signs up will be assigned equitably. Should the equitable assignment process result in a "tie" between two or more permanent nurses for the same shift, nursing unit seniority will determine who is assigned the shift. Permanent clinical 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 one week's notice has been given to the Hospital.

(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 four weeks prior to the commencement of a time schedule). If a nurse registers a preference for eight (8) hour shifts exclusively, he/she shall be scheduled exclusively for eight (8) hour shifts. 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 four (4) 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, permanent clinical 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 permanent clinical 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) Permanent Shifts:

(i) Nurses who were, or are in the future, expressly hired for or transferred into permanent 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 section 30.3.

(ii) Permanent 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 permanent shift position becomes vacant, it will be posted as provided in Section 20.1. The applicant from within the unit with the most nursing unit seniority will be given the position. If there are no applicants from within the unit, the most qualified applicant shall be given the position. Where applicants are substantially equally qualified, the position will be given to the nurse with the most Hospital seniority in the following order: permanent full-time nurses, followed by permanent part-time eligible nurses, followed by Float Pool nurses. A nurse who transfers to a permanent 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 permanent shift on that unit. A temporary nurse may be utilized to staff a permanent shift vacancy only until such time as a permanent clinical nurse has applied and been accepted for the vacancy.

(d) Nurses holding permanent evening and night shift positions will receive the 20% permanent evening shift differential or 25% permanent night differential, payable as set forth in Section 11.6. Consistent with existing practice, nurses holding permanent evening or night shifts (or permanent day shifts, as defined in subsection (f) below) 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-permanent" basis, under which nurses will receive the permanent evening or night shift differential for the period of their semi-permanent appointment to evening or night shifts. Semi-permanent evening or night shift positions (also known as "Non-Prime-Time Shifts") will be offered for a three-month period of time (12 weeks), and nurses will receive for that period the 20% permanent evening differential or 25% permanent night differential, payable as set forth in Section 11.6. Designation of these Non-Prime-Time shifts will correspond with the posting of each six-week schedule. No nurse shall be bumped from a permanent evening or night shift position in order for another nurse to receive a "semi-permanent" 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 permanent 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. Nurses not completing their agreement to work three months in a Non-Prime-Time Shift, exclusive of unforeseen and extraordinary circumstances, will have the appropriate funds (the difference between the permanent differential and rotational differential) deducted from their paycheck over a period of 12 weeks or 6 pay periods. Nurses terminating employment will have the difference between the permanent differential and the rotational differential deducted from their final paycheck and/or PDOs.

(f) Permanent Day Shift Assignments:

(i) The Hospital will have permanent day shift assignments in all nursing units which currently operate on a rotating shift basis under the following terms:

Permanent shift assignments will be available, as specified in (ii) below, to any full-time nurse with a minimum of three (3) years' Hospital seniority, as defined in Section 9.1 of the Collective Bargaining Agreement. Part-time eligible nurses with the required seniority may become full-time nurses in order to become eligible for a permanent shift assignment, provided they remain on a permanent full-time basis.

(ii) Permanent day shift assignments will be made for all nursing units where rotational shifts occur on the following formula:

1-10 authorized weekday (excluding WIN) FTE staff nurses: 1 permanent day shift position;

11-16 authorized weekday (excluding WIN) FTE staff nurses: 2 permanent day shift positions;

17-30 authorized weekday (excluding WIN) FTE staff nurses: 4 permanent day shift positions;

31-40 authorized weekday (excluding WIN) FTE staff nurses: 5 permanent day shift positions;

41-50 authorized weekday (excluding WIN) FTE staff nurses: 6 permanent day shift positions;

51 or more authorized weekday (excluding WIN) FTE staff nurses: 7 permanent day shift positions.

36-Hour Scheduling Option positions may be designated as permanent day shift positions and, when so designated, will be included in the formula specified above.

(iii) The permanent day shift provisions specified above shall not apply to the Operating Rooms. Instead, in the Operating Rooms, effective with the first full six-week schedule after the effective date of this Agreement, there shall be at least fifteen (15) permanent day shift positions in the Main Operating Room and there shall be at least eight (8) permanent day shift positions in the Third Floor Operating Room. Vacancies in these positions shall be filled based upon nursing unit seniority. The Operating Room Subcommittee of the Labor-Management Committee will explore the possibility of increasing the number of permanent day shift positions in the Operating Rooms.

(g) An eligible nurse may transfer to another nursing unit which has a permanent day shift position vacancy for the purpose of obtaining such a position provided that:

a. the individual does not “bump” another nurse;

b. the individual applies and is selected for the position pursuant to Article 20; and

c. the individual successfully completes an orientation period for the first twenty-five (25) scheduled and worked shifts prior to receiving a permanent shift assignment on that unit.

(h) Any nurse who requests and then receives a permanent shift assignment may return to a rotating assignment upon request. Such nurses shall remain eligible for any future permanent shift vacancy which may occur.

(i) Nothing herein shall affect the overtime or shift differential provisions of the collective bargaining agreement, or shall prevent the nurse from requesting special days off in accordance with established unit routine.

(j) Notices concerning permanent shift vacancies will be posted in accordance with Section 20.1, except that vacancies will be kept open for 2 weeks. Notwithstanding Section 11.3(c), selection of the permanent day shift assignment will be based on Hospital seniority.

(k) A nurse who holds a permanent day shift assignment and who applies for and is granted a 36-Hour Scheduling Option position on his/her unit will retain his/her permanent day shift assignment, provided however that the position will still count toward the available permanent day shift positions in the unit, as set forth in subparagraphs (f)(ii) and (f)(iii) above.

(l) Weekend Staffing: Consistent with Section 11.6(d), the Hospital will strive to staff weekend shifts with WIN nurses and to

reduce the number of weekend shifts that permanent clinical nurses are required to work. When necessary to make any weekend assignments, the Hospital will first solicit volunteers from among the permanent clinical nurses, Float Pool nurses, and temporary nurses on the unit. If sufficient volunteers are not readily available or are otherwise insufficient to meet needs, permanent clinical 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 permanent clinical 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. Permanent clinical 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 permanent clinical nurse on the unit will have to work more than every other weekend. On units in which permanent clinical 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, Department Heads shall attempt to schedule two (2) fifteen (15) minute rest periods, one each half of the work day, for each nurse. 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), whether scheduled or not.

§ 11.5 Meal Time: When patient care coverage permits, nurses shall be allowed one thirty (30) minute 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 regular hourly rate, including shift differential as it applies.

§ 11.6 Shift Differential:

(a) A nurse accepting and working a permanent shift assignment of at least three months' duration shall receive a shift differential of twenty (20) percent for all hours actually worked between 3:00 p.m. and 8:00 a.m. if the majority of hours worked are between 12:00 Noon and 11:00 p.m. There shall be no differential for nurses who do not work a majority of hours during the time periods set forth in this Section 11.6(a).

If a nurse does not accept and work a permanent shift assignment of at least three months duration, the shift differential during the term of this Agreement shall be ten (10) percent.

(b) A nurse accepting and working a permanent shift assignment of at least three months duration shall receive a shift differential of twenty-five (25) percent 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. There shall be no differential for nurses who do not work a majority of hours during the time periods set forth in this Section 11.6(b).

If a nurse does not accept and work a permanent shift assignment of at least three months duration, the shift differential during the term of this Agreement shall be fifteen (15) percent.

(c) An additional \$5.00 will be paid for each hour of all scheduled weekend shifts (of 8, 10, and 12 hour allotments) worked by weekday (non-WIN) nurses who are not eligible for time and one-half the regular hourly rate, as set forth in Section 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; provided that the weekend for those working in the Emergency Room shall be from 8:00 a.m. on Saturday until 8:30 a.m. on Monday.

(d) 24-Hour Weekend Incentive Nurse (WIN) Positions: It is the intent of the Hospital to meet weekend patient care needs by seeking to fill 300 WIN positions. The Hospital will not reduce the current number of WIN positions. The Hospital has discretion with respect to establishing and filling more than 300 WIN positions. In filling WIN positions, the provisions of Section 11.3 will apply.

(i) Definition of Position: A nurse holding a 24-Hour WIN position is a part-time nurse regularly assigned to work two (2) 12-hour shifts, designated as day or night shifts, on weekends.

(ii) 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).

(iii) Bonus for WIN positions: A 24-Hour WIN nurse shall receive a bonus of 10/24 their base hourly rate for all weekend day shift hours actually worked (for a total bonus of 10 hours for a 24-hour weekend worked) or a bonus of 14/24 their base hourly rate for all weekend night shift hours actually worked (for a total bonus of 14 hours for a 24-hour weekend worked). No shift differential shall be payable to WIN nurses for scheduled weekend shifts, and WIN nurses are not eligible for the \$5.00 bonus under Section 11.6(c) for weekend work.

(iv) 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, provided, however, that they will not be eligible for the "permanent" evening and night shift differential rates.

§ 11.7 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 Section 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 clinical 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) Nurses on-call will be paid at twenty-five percent (25%) of their base rate of pay 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 in the regular rate for purposes of computing overtime pursuant to Section 11.2(d). 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 base rate of pay. On-premises on-call (but not off-premises on-call time) shall be counted as hours worked for purposes of computing overtime.

(c) 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.

(d) 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, permanent clinical nurses, then Float Pool nurses, and then temporary nurses. On-call shifts for which more than one permanent 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.

§ 11.8 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' call-back pay at the regular hourly rate and a minimum of four hours shall be credited as hours worked for purposes of computing overtime.

§ 11.9 Float Pool Nurses:

(a) Scope of Coverage and Salary: Language in Article 1 of this Agreement to the contrary notwithstanding, members of the Float Pool in Department 110 (hereinafter called "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 and 37, inclusive of the wage scale attached as Appendix A to this Agreement, provided, however, that the hourly rate of pay for Float Pool nurses shall be \$35.13 per hour for weekday day shifts, \$37.32 for weekday evening shifts, \$39.52 for weekday night shifts; \$38.43 for weekend day shifts; \$40.62 for weekend evening shifts; and \$42.81 for weekend night shifts. The foregoing rates of pay shall go into effect on April 4, 2004. 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 3:00 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. The hourly pay rates set forth above shall increase by two percent (2%) effective April 17, 2005, and shall increase again by two percent (2%) effective April 16, 2006.

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 Section 11.7. For purposes of applying Section 11.7 to Float Pool nurses, their "regular rate of pay" will be the hourly rate for weekday day shifts.

Starting with the six-week schedule commencing on September 5, 2004, Float Pool nurses shall be required to work four (4) shifts per six-week schedule, at least one of which shall be on the weekend and at least one of which shall be an evening or night shift.

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.

(b) Scheduling Preference and Holidays: Permanent staff shall have preference over Float Pool Nurses in scheduling involving the following: permanent shift, overtime, vacations and holidays. In addition, Float Pool Nurses must work two (2) out of the three (3) major holidays (Thanksgiving, Christmas and New Year's Day), as well as one (1) 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. With the approval of a unit's Department Head, Float Pool nurses may sign up directly on the unit for work shifts, provided that such Float Pool nurses thereafter seek and receive appropriate approval from the Nursing Office and that, notwithstanding any other provision of this section, such Float Pool nurses comply with the scheduling requirements (including shift rotation and on-call assignments) of permanent staff nurses on the unit. On holidays observed by the

Hospital, 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 observed holidays 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.

(c) Performance: Float Pool Nurses' performances shall be regularly evaluated. Float Pool Nurses shall have the same responsibilities and obligations that full-time nurses have under this Agreement.

(d) 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 Nursing 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' wages.

(e) Float Pool nurses will be paid to attend mandatory inservices, mandatory annual updates/competencies, and CPR recertifications at the day shift Float Pool rate.

(f) In the event a Float Pool nurse transfers to permanent status, the nurse's wage scale placement shall be determined by the level, 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 permanent position during the period of Float Pool status, plus any applicable equity adjustments provided under Section 37.1 (or, in the event of a nurse originally hired directly into the Float Pool, up to thirteen (13) years of credit for pre-hire experience).

§ 11.10 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 permanent clinical 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 permanent clinical 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 permanent clinical 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 permanent clinical 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.

(b) A nurse may only be reassigned to a unit where she/he has the necessary and requisite skills to perform the work. A nurse who is reassigned to another unit 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, upon request, will have a buddy/mentor 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) Permanent clinical nurses who sign up for overtime or additional shift assignments on a particular unit may 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. If such a nurse opts to stay, she/he shall be reassigned before any regularly scheduled permanent clinical nurse on that unit.

(e) Reassignment of permanent clinical nurses which is believed to be excessive is an appropriate topic for review by the Labor Management Committee.

ARTICLE 12 HOLIDAYS

§ 12.1 Holidays:

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

New Year's Day
Martin Luther King Jr.'s Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Christmas Day

Consistent with its needs, the Hospital will make reasonable efforts, including using Float Pool and temporary nurses then working, to distribute work on holidays equitably. A holiday will be considered to be the day on which it is observed by the Hospital. When a holiday

falls on Saturday, the preceding Friday will be observed as the holiday. When a holiday falls on Sunday, the Monday immediately following will be observed as the holiday.

(b) The three major holidays are Thanksgiving Day, Christmas Day and New Year's Day. 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, except that:

(i) Any nurse with less than fourteen (14) years of Hospital seniority as defined in Section 9.1 will be entitled, upon written request as specified below, to be off-duty on one of Thanksgiving Day, Christmas Day, or New Year's Day, unless patient care needs are not met. On each unit, such 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.

(ii) Any nurse with fourteen (14) or more, but less than twenty-five (25), years of Hospital seniority as defined in Section 9.1 will be entitled, upon written request, as specified below, to be off-duty either Christmas Day or New Year's Day but not both holidays. Any nurse with nineteen (19), but less than twenty-five (25), years of Hospital seniority may decide whether to be scheduled to work on any other holiday specified herein.

(iii) Any nurse with twenty-five (25) or more years of Hospital seniority as defined in Section 9.1 will be entitled, upon written request as specified below, to be off-duty Christmas Day, provided the nurse works either Thanksgiving Day or New Year's Day, but not both holidays. However, if the nurse elects to work Christmas Day, she/he will be entitled to be off-duty both Thanksgiving Day and New Year's

Day. A nurse in this seniority category may decide whether to be scheduled to work on any other holiday specified herein.

(iv) 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.

(c) All written requests to be off-duty on Thanksgiving Day, Christmas Day, or New Year's Day must be submitted in the two-week schedule planning period preceding the first day of the schedule in which the Thanksgiving Day holiday falls. Requests for other holidays must be submitted in writing in the two-week schedule planning period preceding the first day of the schedule in which the holiday falls. Any nurse desiring a holiday off must have the necessary seniority at the time the written request must be submitted.

(d) 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-days-off balance be charged for an authorized paid absence on a holiday observed by the Hospital.

§ 12.2 Holiday Pay:

(a) Holiday pay is eight (8) hours of pay (for full-time nurses) or four (4) hours of pay (for part-time eligible nurses, excluding WIN nurses) at the base hourly rate. Effective September 5, 2004, if a nurse works more than eight (8) hours on the actual holiday (e.g., a ten (10) or twelve (12) hour shift), she/he will be paid one hour of additional holiday pay for each hour (or fraction thereof) worked, up to a maximum of twelve (12) hours pay. Notwithstanding the provisions of Section 11.2(b), holiday pay hours over eight (8) will not be considered hours worked for purposes of computing overtime. A nurse who works on an

observed holiday (whether the work is scheduled or not) shall receive compensation at the regular hourly rate for each hour actually worked on the holiday. Holiday pay, if the nurse is eligible, is paid regardless of when or if a day off is taken. If the holiday itself is not taken off, a compensatory day off without pay may be granted, if requested and staffing permits, provided it is taken within twelve (12) weeks from the date of the holiday.

(b) Nurses assigned the 24-hour Weekend Incentive Nurse (WIN) option shall be paid holiday pay (12 hours at the nurse's base rate of pay) for December 25 (Christmas Day), January 1 (New Year's Day), and July 4 (Independence Day) if the holiday occurs on the weekend and they actually work either of these days, and shall receive compensation at his/her regular hourly rate for each hour actually worked on the holiday. Nurses assigned to the 24-hour WIN option who actually work on a holiday that does not fall on a weekend shall receive compensation at his/her regular hourly rate applicable to that shift for each hour actually worked on the holiday, as well as eight (8) hours of holiday pay.

(c) Upon proper notice, nurses may, in their discretion, use their accrued PDOs 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 PDOs 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 PDOs 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.

§ 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 may 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 VACATION AND SICK LEAVE

§ 13.1 (a) Paid-Days Off (PDOs): Nurses earn paid-days-off and free day cash values which they must use for payment of wages during any scheduled or unscheduled absence(s). No nurse will be compelled to reduce his/her PDO bank below the level of ten (10) PDOs (80 hours), except when taking a scheduled vacation.

Paid-days-off cash values are accrued during each two-week payroll period and are based upon the nurses' base hourly rates of pay at the time they are earned.

Permanent full-time nurses accrue the following:

- (1) During the first two years of scheduled employment, cash value accrual of 19 paid-days-off per year (5.85 hours per pay period).
- (2) During the third year of scheduled employment, cash value accrual of 22 paid-days-off per year (6.77 hours per pay period).
- (3) After three years of scheduled employment, cash value accrual of 24 paid-days-off per year (7.39 hours per pay period).

(4) After ten years of scheduled employment, cash value accrual of 29 paid-days-off per year (8.92 hours per pay period).

(5) After fifteen years of scheduled employment, cash value accrual of 32 paid-days-off per year (9.85 hours per pay period). Nurses who have already completed fifteen years of employment will have their accrual rate increased as of April 4, 2004.

The rate of PDO accrual set forth above will be advanced on the nurse's relevant anniversary date. For example, a nurse's accrual rate will change from 5.85 hours per pay period under subsection (1) above to 6.77 hours per pay period under subsection (2) above on her/his third anniversary date. The anniversary date is the anniversary of the nurse's date of hire.

In addition to the above, two free days will be credited to paid-days-off accounts upon employment and thereafter upon completion of every year of regularly scheduled employment. Nurses with at least three (3) years of scheduled employment shall be entitled to three (3) free days. Nurses with at least seven (7) years of scheduled employment shall be entitled to four (4) free days. Free days may be used, upon request and approval, to celebrate personal days off such as birthdays or other occasions or as extra days for vacation or sickness.

Part-time eligible nurses earn one-half the cash value accrual of paid-days-off and free days that permanent full-time nurses earn. Nurses holding 24-hour WIN positions earn sixty-six and two-thirds percent (66-2/3 %) of the paid-days-off and free days that permanent full-time nurses earn. PDO hours equal to scheduled hours not worked will be applied for absences of 24-hour WIN nurses. Upon proper notice, WIN nurses may, in their discretion, supplement their pay for any full-shift absences by using accumulated PDO hours to achieve the full financial

equivalent of the weekend supplemental bonus (i.e., five hours per day shift or seven hours per night shift).

(b) Use of Paid-Days-Off: During the first ninety (90) days of employment, eligible nurses will accrue, but may not utilize, paid-days-off or free day cash values 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 will be paid all paid-days-off and free day cash values they have earned at the end of the pay period prior to termination if they have given proper notice; otherwise they will forfeit any such cash values they have earned in their accounts. Nurses will be paid for all paid-days-off and free day cash values upon entering leave status. It is agreed, however, that nurses on an approved medical leave of absence may elect at their discretion to retain all paid-days-off and free day cash value in their accounts, but not for a period in excess of six (6) calendar months.

Paid-days-off and free day cash values may not be used in advance of being earned or prior to ninety (90) days of employment.

(c) Requests for Time Off: Paid-days-off or free day cash values may not be used without Department Head approval in advance except for sudden illnesses or emergencies. When use of paid-days-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. Department Heads may require appropriate proof of illnesses or emergencies prior to granting approval for use of paid-days-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 PDOs are used or the level of PDOs remaining in a nurse's bank will not be the basis of discipline. Nurses who clock 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-Days-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-days-off cash value account shall be adjusted to reflect the new rate of pay so that the paid-days-off hours balance at the time of the pay adjustment will not be changed.

Eligible nurses will be paid for cash values of all paid-days-off and free days, in excess of their annual paid-days-off allowances, which they have earned as of the pay period in which the anniversary date occurs. Payment will be made by separate check in the Payroll Office on the same date as the nurse is paid for the week which encompasses her/his anniversary date. The check which constitutes the PDO cash-out will be clearly identified as such (which may be accomplished by any suitable means including the use of rubber stamps). Paid-days-off cash values in excess of annual accrual shall be paid when due. Nurses may not elect to leave them in their paid-days-off accounts.

(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 PDOs or to take leave without pay to attend joint and/or FMCS negotiation sessions associated with the renegotiation of this Agreement.

§ 13.3 Income Protection: Nurses shall receive at least the following income protection insurance coverage:

(a) **Sickness and Accident Insurance:** 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 base 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 PDOs, or fractions thereof, 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 Insurance 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 insurance 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 with at least three (3) years 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 base rate which shall continue until the nurse either (1) dies; (2) returns to work; (3) attains age sixty-five (65) years; or (4) ceases being qualified for coverage. Effective January 1, 2005, the period of continuous employment required for eligibility will be reduced from three (3) years to six (6) months, and nurses who work in 24-Hour WIN positions will become eligible for Long Term Disability Insurance under this subsection.

The Hospital will offer nurses who are eligible for Long Term Disability Insurance 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 base 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 14 PAID ADMINISTRATIVE LEAVE

§ 14.1 Funeral Leave: Any nurse shall be entitled to funeral leave with pay at her/his base 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 paid days). A nurse who is eligible to use PDOs in accordance with Section 13.1 may elect to use or not use accrued PDOs to cover all or a portion of the absence. Management will not unreasonably deny requests to use accrued PDOs for periods beyond this two-week period. Nurses seeking additional time off beyond the two (2) weeks who have exhausted their accrued

PDOs may apply for unpaid personal leave of absence in accordance with Article 16

§ 14.2 Voting Leave: A nurse who has completed her/his probationary 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.

§ 14.3 Nursing License Examination: Graduate nurses shall strive to take nursing license examinations on days when they are not scheduled to work. In circumstances in which this is not possible and a graduate nurse will have to take the nursing license examination during a scheduled work day, she/he will be granted eight (8) hours of paid administrative leave at her/his base hourly rate to take the examination.

ARTICLE 15 SPECIAL LEAVE

§ 15.1 Jury and Witness Duty: A nurse who has completed her/his probationary 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 difference between her/his regular rate for regular scheduled work days lost and the amount received as juror's or witness' fees. 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 probationary 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 base 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 \$125,000 per fiscal year. Using interest-based principles and by consensus, the Labor-Management Committee may determine, subject to the Hospital's approval, that this amount should be increased to meet Magnet Status or other educational needs.

(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:

(a) The Hospital will provide up to thirty-six (36) hours of paid leave during the term of this Agreement for a full-time nurse and up to eighteen (18) hours for a part-time eligible nurse at the nurse's base hourly rate to attend or present at a conference in the nurse's clinical practice area. Nurses must provide reasonable advance notice of their intent to use paid educational leave so that they will not be scheduled for work during the hours when paid leave will be utilized. Paid educational leave shall not be considered as hours worked for purposes of computing overtime.

(b) Using interest-based principles and by consensus, the Labor-Management Committee may determine, subject to the Hospital's approval, that the number of paid hours should be increased to meet Magnet Status or other educational needs.

(c) Nurses will be permitted to take an additional two (2) 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 PDOs 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, 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 longevity DNE pay increases, paid-days-off accumulation, holiday pay, or any insurance benefits otherwise provided for in this Agreement.

§ 16.2 Written Request: Requests for a leave of absence must be approved by the Department Head and such requests must be in writing and state the starting date and the expiration date of the requested leave of absence. 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 two (2) weeks written notice prior to returning from a leave of absence. If the nurse is on a medical leave of absence, 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 (inclusive of statutory leave), 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 shall retain 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 - one (1) year
- Maternity leave - one (1) year
- Adoption leave - one (1) year
- Union business leave - one (1) year
- Family leave – 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 Section 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 elect 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. 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 Director of Employee/Labor Relations, or designee, within twenty (20) working days from the time that the grievance arose, or twenty (20) working 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 in writing and 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 Director of Employee/Labor Relations (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 Director of Employee/Labor Relations 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.

If no response is rendered by the Director of Employee/Labor Relations (or designee) within ten (10) working days after submittal of the grievance, the grievance shall be deemed denied and the grievant(s) may proceed to arbitration.

Any grievance by the Hospital shall first be submitted to the Chief Shop Steward or designee for resolution and if a satisfactory settlement is not effected, or, if no response is rendered by the Union within ten (10) working days after submittal of the grievance to the Union, the grievance shall be deemed denied and the Hospital may proceed to

arbitration; provided that in the case of any Hospital grievance concerning violation of the no strike clause the Hospital may directly call for arbitration of the matter without any prior submission to the Union, and the parties agree to immediately assign the first available arbitrator from the arbitrator panel, described in Section 18.2, below, and to hold the arbitration within twenty-four (24) hours of the Hospital's call for 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 letter requesting that the matter be assigned to an arbitrator, in accordance with the provisions in Section 18.2, below. A grievance that is not submitted to arbitration within ten (10) working days of the date on which the grievance procedure concluded (either through a decision rendered by the Director of Employee/Labor Relations, or designee, or Chief Shop Steward, or designee, or non-response within the applicable ten (10) day period) shall be deemed waived and shall not be subject to further discussion or appeal through arbitration.

§ 17.3 Extension of Time Limits: 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 Agreements: All settlement agreements must be signed by the Union President or duly authorized Union representative and the Hospital's Director of Employee/Labor Relations 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 not alter any of the 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 Section 17.2. The Union shall notify the Director of Employee/Labor Relations in writing of the referral of a grievance to arbitration.

§ 18.2 Arbitrator Selection: If the matter is referred to arbitration, the matter will be assigned to one of the arbitrators from the panel listed below:

1. Richard I. Bloch
2. Herbert Fishgold
3. Joshua Javits
4. Roger P. Kaplan

Arbitrators will be assigned grievances on a rotating basis (i.e., the first listed arbitrator will be assigned the first grievance; the second listed arbitrator will be assigned the second grievance; etc.). Any grievance upon which arbitration is requested shall be assigned to the appropriate arbitrator within ten (10) days of the request. Unless otherwise agreed by the parties in writing, once an arbitrator is assigned a grievance (even if it is later withdrawn or otherwise resolved), the arbitrator will not be assigned another grievance until each of the arbitrators on the panel has been assigned a grievance in rotation. Arbitrators may be added to or deleted from the panel only by mutual, written agreement of the parties.

§ 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 have the 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 determine any question of 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. 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.

§ 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.

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) 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. By July 2, 2004, the Hospital will implement a 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 and allowing applications to be submitted 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. The Hospital shall not be required to post any job vacancy, for any specific length of time, which must be filled without delay in order to meet an emergency or to safeguard the health and/or safety of patients.

(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 section.

§ 20.2 A currently employed nurse who applies for a posted position shall be accorded preference over a non-Hospital applicant with substantially equal qualifications.

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 CONSULTATION

§ 22.1 (a) The Union and the Hospital will form 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, development of a clinical ladder, and equal employment opportunity.

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 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.

§ 22.4 By August 1, 2004, a subcommittee of the Labor-Management Committee will be formed to address the utilization of on-call and mandatory overtime in the Operating Rooms and to explore the possibility of increasing the number of permanent day shift positions in the Operating Rooms.

ARTICLE 23 PARKING

§ 23.1 (a) The Hospital shall provide designated, well-lit parking areas. By October 4, 2004, 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 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 (66-2/3%) 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.

§ 26.2 Current Coverages:

(a) Health/Medical Insurance: Current health and welfare benefits, and Worker's Compensation coverage shall be maintained at least at current levels through December 31, 2004. As of January 1, 2005, Blue Cross/Blue Shield coverage will be changed to the alternative CareFirst (Blue Cross/Blue Shield) plan for union-represented employees of the Hospital. In addition, part-time eligible nurses with at least six (6) months' of continuous service with the Hospital shall be eligible for such welfare coverage. The CareFirst health insurance plan which includes vision benefits shall be available to full-time and part-time eligible nurses for the term of this Agreement, provided that WHC and CareFirst maintain a contractual relationship under which WHC provides hospital services to CareFirst members. Except as otherwise provided above, insurance carriers may be added or deleted with the approval of the Union, and such approval will not be unreasonably withheld.

(b) The Hospital shall pay eighty percent (80%) of the premium for individual group health insurance coverage ("individual coverage") for all full-time and part-time eligible nurses in the bargaining unit, provided the nurse pays twenty percent (20%) of the premium.

For those full-time and part-time eligible nurses who elect group health insurance coverage for themselves and for one eligible dependent ("individual-plus-one coverage"), the Hospital shall pay seventy-five percent (75%) of the cost thereof provided the nurse pays twenty-five (25%) of the premium.

For those full-time and part-time eligible nurses who elect group health insurance coverage for themselves and for their eligible dependents ("family coverage"), the Hospital shall pay sixty-eight percent (68%) of the cost thereof provided the nurse pays thirty-two percent (32%) of the premium.

§ 26.3 Pension: The Hospital shall regularly review its present pension plan and make any modifications or amendments necessary to keep it in compliance with the Employee Retirement Income Security Act of 1974 and the Pension Benefit Guaranty Corporation's rules and regulations.

There shall be no decrease in the benefits paid out by the Cash Balance Retirement Plan (CBRP). In addition, all participants' contributions under the CBRP shall earn interest at a rate of no less than five percent (5%) per annum.

It is further understood and agreed that an open enrollment period will be scheduled. Prior thereto, the Hospital will provide qualified and knowledgeable pension plan personnel to answer such questions as interested nurses might have.

There shall be no increase in nurse contributions required by the CBRP unless the Union so agrees.

Nurses hired on or after January 1, 2005 will be excluded from participation in the Cash Balance Retirement Plan, provided, however, that the Hospital establishes a defined contribution pension plan which the Hospital will make available to such new hires on the same terms and conditions as it is made available to other Hospital employees hired on or after that date.

§ 26.4 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 bargaining unit nurses. In addition, the Hospital shall secure and pay the premium for a triple indemnity life insurance policy for all MedSTAR flight nurses.

§ 26.5 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.

§ 26.6 Senior Nurse Reduced Work Option:

(a) By September 30, 2004, the Hospital will establish a Senior Nurse Reduced Work Option position available to nurses with twenty-five (25) years of Hospital seniority who are at least fifty-five (55) years of age.

(b) The work requirement will be three (3) shifts per six-week schedule. There shall be no 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 nurses transfers into the Senior Nurse Reduced Work Option, the nurse may elect either to maintain her/his then-current base hourly rate or to be paid at the Float Pool rate applicable at the time of transfer. Such election shall remain in effect for the duration of the nurse's employment in the Senior Nurse Reduced Work Option. If a nurse elects to maintain her/his base hourly rate, 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. A nurse in the Senior Nurse Reduced Work Option will receive a one percent (1%) increase to the nurse's base hourly rate or the applicable Float Pool rate, whichever applies, the first full pay period following March 1st each year during the term of this Agreement.

(e) Except as provided above, the provisions applicable to Float Pool nurses (see Section 11.9) will apply to nurses in the Senior Nurse Reduced Work Option.

ARTICLE 27 EMERGENCY

§ 27.1 In the case of emergency, such as flood, fire, epidemic, disaster, catastrophe or other unforeseen major contingency, the terms of this Agreement shall not be deemed to apply in connection with 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. In times of emergency, when the contract is suspended,

the on-call and call-back provisions of the Agreement (Article 11, Sections 11.7 and 11.8) shall remain in effect.

§ 27.2 Snow Emergency: If a nurse uses Hospital-provided transportation to come to work during a Hospital-declared snow emergency, the Hospital will make efforts to provide transportation home; if the Hospital does not provide transportation home, the nurse will receive a \$10.00 transportation payment. Nurses will receive a \$5.00 meal card for each full shift worked during a Hospital-declared snow emergency.

ARTICLE 28 PROFESSIONAL NURSING DEVELOPMENT PROGRAM

§ 28.1 The parties agree that it is desirable to develop a clinical ladder program. The clinical ladder program will be developed either by the appropriate Nursing Council or a subcommittee of the Labor-Management Committee and is subject to approval by the Labor-Management Committee. Any changes relating to a clinical ladder program involving nurses' wages, hours, or working conditions shall be subject to Union and Hospital approval.

§ 28.2 Principles: The following principles will guide the Nursing Council or subcommittee of the Labor-Management Committee in developing a clinical ladder program:

(a) Four levels of clinical nurse practice will be differentiated, by degrees of clinical expertise, competence, and increased professional responsibility.

(b) Level I represents the novice practitioner with less than 12 months of nursing experience. Level II includes novice through competent practitioners. The competent practitioner can independently manage a workload of acutely ill patients. Level III is a proficient nurse

who demonstrates increased clinical expertise and leadership on the unit. The Level IV nurse is an advanced nurse who contributes expert skills, integrates research into practice and provides leadership across services as in the development of clinical paths.

(c) Education is an extension of the patient care delivery model to provide competent providers of clinical care to patients. Education includes orientation, mandatory education and clinical conferences. Clinical nurses must complete and maintain defined credentials in order to progress.

(d) All nurses will advance to Level III following two years of entry into practice.

(e) The number of advanced nurses is limited by the clinical requirements of the Division of Nursing, provided, however, that each in-patient nursing unit (as well as the Main OR, Third Floor OR, MedStar Services, Emergency Department, Delivery Room, Cath Lab, 3DH, GI Lab, Holding/ATC, IV Therapy, Cancer Institute, and PACU) will have a minimum of one (1) Level IV nurse. On nursing units/areas with more than one (1) Level IV nurse, the Level IV nurses will be permitted to retain their Level IV positions as long as they remain in that unit/area, provided that they meet the expectations of Level IV nurses. These expectations will be defined by the Nursing Council or subcommittee of the Labor-Management Committee.

ARTICLE 29 PERFORMANCE EVALUATIONS

§ 29.1 (a) Performance evaluations will be provided at least once annually within thirty (30) days of the date the nurse is next eligible for evaluation. 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 Section 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.

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 shall maintain a system for determining nurse staffing and patient assignments. The Hospital will strive to

provide the number of nurses deemed adequate on all shifts and to fill vacancies promptly in order to provide safe and adequate nursing care and to maximize utilization of the skills and competencies of all nursing personnel. The system will utilize the staffing guidelines of the American Nurses Association in effect as of the effective date of this Agreement, as published in "The ANA Principles for Nurse Staffing." The system shall: 1) allow for the participation of clinical nurses in making recommendations for determining staffing needs; 2) consider evidence-based best practices, and 3) be evaluated using nurse-sensitive quality indicators, where appropriate. To assure optimum patient care and satisfaction, patient assignments and staffing patterns shall take into account, among other things, patient acuity, unit census/patient volume, intensity of care, the nursing staff's level of preparation and experience, and provision for preceptor/orientee experiences.

(b) Nurses United's ADO (Assignment Despite Objection) form is a tool for identifying and tracking professional practice issues within the Hospital. The forms submitted by nurses will be forwarded by the Union to the Senior Vice President for Nursing. Unit-specific staffing issues identified through ADO forms or other written communications, will, if not resolved at the unit level, be referred to the Labor-Management Committee.

§ 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) 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 assignment of patients and reasonable attempts will be made to redistribute patients when possible and/or assign assistive personnel.

(b) Using interest-based principles and by consensus, the Labor-Management Committee may determine, subject to the Hospital's approval, that payments for nurses should be made for performing resource duties.

§ 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 fifteen (15) 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 (Section 15.3), the WHC Safety Committee (Section 31.4), the Committee on Quality Patient Care (Section 31.2), Hospital Committees (Section 31.3),

the Labor-Management Committee (Section 22.1), and any duly appointed subcommittees created by the above committees and Councils, shall receive paid administrative leave at their base 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 Department Head as early as possible, but in no event less than two weeks prior to the meeting.

§ 31.2 Committee on Quality Patient Care: The Committee on Quality Patient Care will have eight (8) members, four (4) designated by the Union and four (4) designated by the Hospital. The Committee's mission will be to serve as a forum to discuss and address issues concerning quality patient care, such as acuity levels, delivery of care, equipment, appropriate staffing levels, and other patient care issues. Among other possible activities, the Committee may periodically review satisfaction surveys and ADO forms and report trends or jointly recommend changes to the appropriate Nursing Council; promote discussions between nurses and coordinators that are designed to promote quality care delivery and to foster initiatives from direct caregivers to enhance patient care and satisfaction consistent with sound nursing practice standards; and consider additional data collection activities that might provide further indicators on the quality of patient care.

§ 31.3 Hospital Committees: The Union will have the opportunity to have one staff nurse representative on each of the following Hospital committees: Code Blue Committee, Infection Control Committee, Transfusion Committee, and WHC Safety Committee. The Union will make recommendations to the Hospital's President 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 WHC Safety 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 WHC Safety Committee.

ARTICLE 32 PERSONNEL FILE INSPECTION

§ 32.1 (a) 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 personnel file shall first make an appointment with the Hospital's Director of Employee/Labor Relations, which appointment shall be granted within a reasonable time. 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) The above Section 32.1(a) shall apply to official personnel files maintained by the Department of Human Resources. 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 of the nurse, provided, however, that the Hospital has the right to withhold confidential patient or privileged information.

ARTICLE 33

SAFETY

§ 33.1 General

(a) The Hospital recognizes its responsibility to maintain a healthful and safe work environment and to reasonably protect nurses exposed to dangers which are intrinsic to their work. To this end, the Hospital will 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 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 RN shall be required to use hazardous equipment, devices or materials for which the RN 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 WHC Safety 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 Human Resources Department will assist nurses in applying for applicable benefits.

§ 33.3 Standard Precautions:

(a) Each health care worker is required to utilize standard precautions in the delivery of patient care. Therefore, each health care worker 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 health care worker 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, 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 shall be appropriate agenda items for the WHC Safety Committee and/or the Labor-Management Committee. Recommendations from these committees shall be forwarded to the Senior Vice President of Nursing for consideration.

§ 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. To this end, 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 Hospital remains 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 therefor, 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.

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 ninety (90) days of employment with the Hospital.

§ 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) Permanent Full-time Nurses : A full-time nurse is eligible for tuition reimbursement up to a maximum dollar amount equal to the cost of eighty percent (80%) of twelve (12) undergraduate credit hours at The Catholic University of America.

(b) Permanent Part-time Eligible Nurses: Part-time eligible nurses are eligible for tuition reimbursement up to a maximum dollar amount equal to the cost of eighty percent (80%) of six (6) undergraduate credit hours at The Catholic University of America.

§ 34.6 Repayment of Benefits: For all courses commenced after the effective date of this Agreement, a nurse with less than ten (10) years of Hospital seniority at the time she/he commences the course 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. In

filling available 36-Hour Scheduling Option positions; preference will be given to nurses with the greatest nursing unit seniority.

§ 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. Nurses hired into positions posted as night shift 36-Hour Scheduling Option positions will be eligible for permanent night (25%) differential provided in Section 11.6. The Hospital may designate 12-hour shifts which fall predominantly in evening hours, such as 11 a.m. to 11 p.m., as “permanent” shifts for which nurses will be eligible for permanent evening (20%) differential provided in Section 11.6. Nurses hired into rotational 36-Hour Scheduling Option positions are not eligible for permanent evening or night shift differentials.

§ 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. The Hospital will not place an undue burden on a specific 36-Hour Scheduling Option nurse with respect to coverage for an absent nurse, in comparison to other nurses working at that time. 36-Hour Scheduling Option nurses may apply for and be granted permanent day shift assignments, consistent with the provisions of Section 11.3.

ARTICLE 37
WAGES

§ 37.1 Wages:

Year One

(a) Permanent nurses will be placed on the wage scale attached at Appendix A effective April 4, 2004. Any permanent nurse whose base hourly rate of pay is higher than it would be as a result of placement on such wage scale shall not have her/his base hourly rate reduced.

(i) Pay increases as a result of placement on the wage scale attached at Appendix A will be implemented effective April 4, 2004 and reflected in the paycheck for the pay period commencing on April 4, 2004.

(ii) In addition, pay increases as a result of placement on the wage scale will be paid retroactive to January 11, 2004. Such retroactive payments will be made by separate check by June 16, 2004.

(iii) Placement on the wage scale attached at Appendix A will be based on Hospital credited experience as of April 4, 2004. In addition, the following equity adjustments will be made in connection with placement on the wage scale: (1) Credit of one (1) step will be given for each year in which a permanent nurse did not advance a step on the then-applicable wage scale on the nurse's then-current Date Next Eligible ("DNE") date during the period of September 11, 1994 through September 10, 1998 and for which the nurse had not previously received credit, up to a maximum of four (4) steps; and (2) Permanent nurses with more than five (5) years of registered nurse experience upon hire will be credited with up to eight (8) years' additional experience for each full year of registered nurse experience that was not recognized at the time of hire for wage scale placement purposes, and permanent nurses will be

given credit for each full year of previously uncredited international experience as a registered nurse, up to a maximum of thirteen (13) years.

(b) Permanent nurses' base hourly rates after placement on the wage scale effective April 4, 2004 will be the pay rates specified in the Wage Roster provided to the Union on March 21, 2004. Any disputes regarding placement on the wage scale arising out of whether proper credit was given for (i) years in which a nurse did not advance a step on the wage scale on the nurse's then-current Date Next Eligible ("DNE") date during the period of September 11, 1994 through September 10, 1998 and for which the nurse had not previously received credit (up to a maximum of four (4) steps) and (ii) pre-hire credit (up to a maximum of thirteen (13) years) for uncredited full years of registered nurse experience for nurses who had more than five (5) years of registered nurse experience upon hire (up to eight (8) additional years) and for uncredited full years of international registered nurse experience, will be resolved in accordance with the parties' side letter, attached at Appendix B.

(c) Any nurse who would receive a base hourly rate pay increase of less than three and one-half percent (3½%) as a result of the nurse's placement on the wage scale effective April 4, 2004 plus the nurse's DNE increase during the period of April 4, 2004 through April 3, 2005 will receive a total base hourly rate pay increase of three and one-half percent (3½%). Any additional percentage increase over the increase resulting from a nurse's wage scale placement effective April 4, 2004 and the nurse's subsequent DNE increase during the period of April 4, 2004 through April 3, 2005 will be paid retroactive to January 11, 2004. Such retroactive payments will be made by separate check by June 16, 2004.

Year 2

(d) The wage scale attached at Appendix A will increase by three and one-half percent (3½%), effective April 17, 2005.

(e) Nurses covered by this Section 37.1 will advance one (1) step on the wage scale attached at Appendix A on their DNEs between April 17, 2005 and April 15, 2006. If the nurse's base hourly rate of pay is higher than the rate of the next step, the nurse's base hourly rate will not be reduced.

(f) Any nurse who would receive a base hourly rate pay increase of less than three and one-half percent (3½%) after the wage scale increase and any DNE advancement during the period between April 4, 2005 and April 3, 2006 will receive on the nurse's DNE a total base hourly rate pay increase of three and one-half percent (3½%) for such period.

Year 3

(g) The wage scale attached at Appendix A will increase by an additional three and one-half percent (3½%) over the increase referenced in paragraph (d) above, effective April 16, 2006.

(h) Nurses covered by this Section 37.1 will advance one (1) step on the wage scale on their DNEs between April 16, 2006 and April 3, 2007. If the nurse's base hourly rate of pay is higher than the rate of the next step, the nurse's base hourly rate will not be reduced.

(i) Any nurse who would receive a base hourly rate pay increase of less than three and one-half percent (3½%) after the wage scale increase and any DNE advancement during the period of April 4, 2006 through April 3, 2007 will receive on the nurse's DNE a total base hourly rate pay increase of three and one-half percent (3½%) for such period.

ARTICLE 38 DURATION OF AGREEMENT

§ 38.1 This Agreement shall be in full force and effect from the 4th day of April, 2004, to and including the 3rd day of April, 2007, 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 39 DEFINITIONS

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

Clinical 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 "clinical nurse," "nurse," "bargaining unit nurse," and "staff nurse" are used interchangeably in this Agreement to mean a member of the bargaining unit.

Permanent Nurse means a member of the bargaining unit who is not a Float Pool 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 probationary 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 or “**110 Nurse**” means a clinical nurse employed by the Hospital as a member of the Division of Nursing Float Pool in Department 11000, who satisfies the minimum Float Pool work requirements set forth in this Agreement, and who is covered by this Agreement consistent with Section 11.9 (“Float Pool Nurse”). 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.

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.

Base Rate or **Base Hourly Rate** means the hourly rate of pay earned by a nurse before the application of any applicable premiums or differentials.

APPENDIX A

LEVEL III			
Level/ Step	Year 1	Year 2	Year 3
L-1	\$24.000	\$24.840	\$25.709
L-2	\$24.540	\$25.399	\$26.288
1	\$25.092	\$25.970	\$26.879
2	\$25.657	\$26.555	\$27.484
3	\$26.234	\$27.152	\$28.102
4	\$26.824	\$27.763	\$28.735
5	\$27.361	\$28.318	\$29.309
6	\$27.908	\$28.885	\$29.896
7	\$28.466	\$29.462	\$30.493
8	\$29.035	\$30.052	\$31.104
9	\$29.616	\$30.653	\$31.726
10	\$30.208	\$31.266	\$32.360
11	\$30.813	\$31.891	\$33.007
12	\$31.429	\$32.529	\$33.668
13	\$32.057	\$33.179	\$34.340
14	\$32.699	\$33.843	\$35.028
15	\$33.271	\$34.435	\$35.640
16	\$33.853	\$35.038	\$36.264
17	\$34.446	\$35.651	\$36.899
18	\$35.048	\$36.275	\$37.545
19	\$35.662	\$36.910	\$38.202
20	\$36.286	\$37.556	\$38.870
21	\$36.921	\$38.213	\$39.550
22	\$37.567	\$38.882	\$40.243
23	\$38.224	\$39.562	\$40.947
24	\$38.798	\$40.156	\$41.561
25	\$39.380	\$40.758	\$42.185
26	\$39.970	\$41.369	\$42.817
27	\$40.570	\$41.990	\$43.460
28	\$41.178	\$42.620	\$44.112
29	\$41.796	\$43.259	\$44.773
30	\$42.423	\$43.908	\$45.445
31	\$43.059	\$44.566	\$46.126
32	\$43.705	\$45.235	\$46.818
33	\$44.361	\$45.913	\$47.520
34	\$45.026	\$46.602	\$48.233
35	\$45.702	\$47.301	\$48.957
36	\$46.387	\$48.011	\$49.691
37	\$47.083	\$48.731	\$50.437
38	\$47.789	\$49.462	\$51.193
39	\$48.506	\$50.204	\$51.961

LEVEL IV			
Level/ Step	Year 1	Year 2	Year 3
n/a	\$25.920	\$26.827	\$27.766
n/a	\$26.503	\$27.431	\$28.391
1	\$27.100	\$28.048	\$29.029
2	\$27.709	\$28.679	\$29.683
3	\$28.333	\$29.324	\$30.350
4	\$28.970	\$29.984	\$31.034
5	\$29.550	\$30.583	\$31.654
6	\$30.141	\$31.196	\$32.288
7	\$30.743	\$31.819	\$32.932
8	\$31.358	\$32.456	\$33.592
9	\$31.985	\$33.105	\$34.264
10	\$32.625	\$33.767	\$34.949
11	\$33.278	\$34.442	\$35.648
12	\$33.943	\$35.131	\$36.361
13	\$34.622	\$35.833	\$37.087
14	\$35.315	\$36.550	\$37.830
15	\$35.933	\$37.190	\$38.491
16	\$36.561	\$37.841	\$39.165
17	\$37.201	\$38.503	\$39.851
18	\$37.852	\$39.177	\$40.549
19	\$38.515	\$39.863	\$41.258
20	\$39.189	\$40.560	\$41.980
21	\$39.874	\$41.270	\$42.714
22	\$40.572	\$41.993	\$43.462
23	\$41.282	\$42.727	\$44.223
24	\$41.901	\$43.368	\$44.886
25	\$42.530	\$44.019	\$45.560
26	\$43.168	\$44.679	\$46.242
27	\$43.815	\$45.349	\$46.937
28	\$44.473	\$46.030	\$47.641
29	\$45.140	\$46.720	\$48.355
30	\$45.817	\$47.421	\$49.081
31	\$46.504	\$48.131	\$49.816
32	\$47.202	\$48.854	\$50.563
33	\$47.910	\$49.586	\$51.322
34	\$48.628	\$50.330	\$52.092
35	\$49.358	\$51.085	\$52.874
36	\$50.098	\$51.852	\$53.666
37	\$50.850	\$52.629	\$54.472
38	\$51.612	\$53.419	\$55.288
39	\$52.387	\$54.220	\$56.118

APPENDIX B

April 4, 2004

Dorothy Hararas, RN
President
Nurses United of the National Capital Region
8701 Georgia Avenue, Suite 500
Silver Spring, MD 20910

Re: Settlement of Hiring Guidelines/Pay Disparity and International Nurse Grievances

Dear Ms. Hararas:

This letter sets forth the agreement of the parties as to the settlement of the Hiring Guidelines/Pay Disparity and International Nurse Grievances.

The Washington Hospital Center ("the Hospital") and Nurses United of the National Capital Region ("the Union") acknowledge and agree that, as part of their agreement on the complete collective bargaining agreement that is effective April 4, 2004 through April 3, 2007, the parties settled the Hiring Guidelines/Pay Disparity and International Nurse Grievances ("the Grievances") that were initially filed by the District of Columbia Nurses Association ("DCNA") and assigned to the Union by DCNA on March 10, 2004. The parties' settlement of the Grievances was intertwined with the parties' agreement on wage increases and the overall economic terms of the 2004-2007 collective bargaining agreement and DCNA's waiver of its right to approve settlement of the Grievances. DCNA has confirmed that, by its assignment of the right to process the Grievances to Nurses United, DCNA has waived any right to approve the parties' settlement of the Grievances.

The parties agree and acknowledge that the terms of the parties' settlement of the Grievances are as follows:

1. The Hospital will fund the Washington Hospital Center-Nurses United Equity Backpayment Fund in the amount of one million dollars (\$1,000,000.00). The methodology applicable to payments from the Fund are set forth in Appendix C to the parties' collective bargaining agreement.
2. The Hospital placed permanent nurses on the wage scale attached at Appendix A of the parties' 2004-2007 collective bargaining agreement based on Hospital credited experience, effective April 4, 2004. In addition, the following equity adjustments were made in connection with placement of permanent nurses on the wage scale:
 - a. Credit of one (1) step was given for each year in which a permanent nurse did not advance a step on the then-applicable wage scale on the nurse's then-current Date Next Eligible ("DNE") date during the period of September 11, 1994 through September 10, 1998 and for which the nurse had not previously received credit, up to a maximum of four (4) steps; and
 - b. Permanent nurses with more than five (5) years of registered nurse experience upon hire were credited with up to eight (8) years' additional experience for each full year of registered nurse experience that was not recognized at the time of hire for wage scale placement purposes, and permanent nurses were given credit for each full year of previously uncredited international experience as a registered nurse, up to a maximum of thirteen (13) years.

Permanent nurses' base hourly rates after placement on the wage scale effective April 4, 2004 are the pay rates specified in

the Wage Roster that the Hospital provided to the Union on March 21, 2004.

3. Any disputes over placement on the wage scale attached at Appendix A of the parties' 2004-2007 collective bargaining agreement as a result of credits given by the Hospital for step advancements not received on a nurse's then-current DNEs between September 11, 1994 and September 10, 1998 and providing pre-hire credit of up to thirteen (13) years, as provided in paragraph 2(a) and (b) above (as reflected in the above-referenced Wage Roster) will be resolved as follows:
 - a. Step One – The nurse and the Union must refer the dispute in writing to the Hospital's Director of Employee/Labor Relations no later than May 18, 2004. Thereafter, a working group composed of two (2) members of the Union's leadership and two (2) members of the Hospital's management team will attempt to agree upon a resolution. If not resolved at this level within sixty (60) calendar days from the date of referral, the nurse and the Union may proceed to Step Two.
 - b. Step Two - If not resolved in Step One, the nurse and the Union shall have the right to submit the dispute to arbitration within ten (10) calendar days of the failure to reach a resolution. The arbitrator, who will resolve all such disputes, will be selected from the four (4) arbitrators listed in Section 18.2 of the 2004-2007 collective bargaining agreement by a random selection process mutually agreed upon by the Union and the Hospital. Notice of the referral to arbitration will be provided in writing to the Director of Employee/Labor Relations. The provisions of Section 18.3 of the 2004-2007 collective bargaining agreement will apply to any arbitration pursuant to this procedure.

The only issues subject to arbitration pursuant to this procedure will be (1) whether the nurse received proper credit for any step movement that did not occur on the nurses' then-current DNE between September 11, 1994 and September 10, 1998 and for which the nurse has not previously received experience credit; and (2) whether a nurse with more than five (5) years of experience upon hire failed to receive proper credit for purposes of wage scale placement for any additional full years of RN experience, as reflected in the nurse's Human Resources Department personnel file as of March 21, 2004, for up to thirteen (13) years.

4. In the event a Float Pool nurse transfers to permanent status, the nurse's wage scale placement shall be determined by the level, 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 permanent position during the period of Float Pool status, plus any applicable equity adjustments provided in paragraph 2 above (or, in the event of a nurse originally hired directly into the Float Pool, up to thirteen (13) years of credit for pre-hire experience).
5. The Union has withdrawn with prejudice the Grievances.
6. The parties agree that nothing in its settlement of the Grievances shall be construed as an admission by the Hospital of any wrongdoing, liability, or violation of its collective bargaining agreements with DCNA or any federal, state, or local law.

Very truly yours,
Victoria E. Houck
Assistant Vice President,
Employee/Labor Relations

Agreed and Accepted on Behalf of Nurses United:

Dorothy Hararas, RN
President, Nurses United of the National Capital Region

APPENDIX C

Payments from the Washington Hospital Center – Nurses United Equity Backpayment Fund will be distributed according to the following parameters:

- A. A claimant under the Equity Backpayment Fund is hereby stipulated to be a bargaining unit nurse who is or was:
 1. A currently-employed bargaining unit nurse (including nurses on an approved leave of absence) as of March 1, 2004;
 2. Hired prior to January 1, 1998; and
 3. As of either April 24, 2000, February 5, 2002, or February 1, 2004, was a permanent clinical nurse (a then-current bargaining unit member not in a Float Pool position) and was paid a lower base hourly rate of pay, as of any of those dates, than the base hourly rate of pay of a newly-hired nurse (as of the relevant date(s)), but who had the same or a greater number of years of WHC credited experience (as such experience calculation has been adjusted with respect to domestic R.N. experience by the parties' collective bargaining agreement and appropriately back-dated to the relevant date(s) set forth above). The WHC adjusted credited experience of claimants for 2002 and 2000 will be calculated by subtracting two and four years, respectively, from the amount of WHC credited experience as of February 1, 2004.

B. The relevant hiring rates, for evaluation of a potential claimant's possible claim under the fund were:

	Jan - March 2004		Jan - March 2002		Jan - March 2000	
Adj Cred Exp						
13 yrs exp	L3 30.187	L4 32.603	L3 29.894	L4 32.285	L3 29.011	L4 31.332
12 yrs exp	L3 29.028	L4 31.348	L3 28.746	L4 31.044	L3 27.896	L4 30.128
11 yrs exp	L3 27.910	L4 30.144	L3 27.640	L4 29.850	L3 26.825	L4 28.969
10 yrs exp	L3 26.837	L4 28.984	L3 26.576	L4 28.703	L3 25.792	L4 27.856
9 yrs exp	L3 25.805	L4 27.870	L3 25.554	L4 27.599	L3 24.800	L4 26.784
8 yrs exp	L3 24.812	L4 26.796	L3 24.572	L4 26.537	L3 23.847	L4 25.754
7 yrs exp	L3 23.857	L4 25.764	L3 23.626	L4 25.515	L3 22.929	L4 24.763
6 yrs exp	L3 22.942	L4 24.776	L3 22.718	L4 24.534	L3 22.047	L4 23.810
5 yrs exp	L3 22.060	L4 23.821	L3 21.845	L4 23.591	L3 21.201	L4 22.895
4 yrs exp	L3 21.211	L4 22.906	L3 21.005	L4 22.684	L3 20.385	L4 22.014
3 yrs exp	L3 20.803	L4 22.466	L3 20.197	L4 21.812	L3 19.601	L4 21.168
2 yrs exp	L3 20.395	L4 22.026	L3 19.801	L4 21.384	L3 18.848	L4 20.354

C. The initial assessment of the equity backpayment potentially available for each claimant will be determined by multiplying the difference between the claimant's hourly rate of pay (at each relevant date set forth in Section A.3 above) and the rate of pay of a new hire at each date with the equivalent comparative level of adjusted WHC credited experience, backdated in the case of 2002 and 2000 (with a maximum comparison to the hiring rate at 13 years of credited experience), multiplied by the budgeted payperiod hours for the claimant's position status at the relevant date, multiplied by twenty-six (26) payperiods. Upon identification of all claimants and the initial assessment of backpayment amounts in accordance with the parameters set forth above, the final equity backpayment for each claimant will be determined by setting a proportional payment based on the initial assessment, in consideration of the total funding in the Washington Hospital Center - Nurses United Equity Backpayment Fund.

D. In the event that the parties cannot reach agreement on the identity of final claimants and the final equity backpayment payable to each claimant, the parties will present the matter to

Federal Mediation and Conciliation Service Commissioner Kurt Saunders for a final recommendation of claimants and appropriate distribution of fund amounts to nurses. The parties agree to accept the recommendation of Commissioner Saunders. Equity backpayments will be made by separate check and will be paid within thirty (30) days of agreement on the parties' agreement on final claimants and amounts or recommendation of same by FMCS Commissioner Saunders.

APPENDIX D

April 4, 2004

Dorothy Hararas, RN
President
Nurses United of the National Capital Region
8701 Georgia Avenue, Suite 500
Silver Spring, MD 20910

Re: Various Agreements

Dear Ms. Hararas:

This letter sets forth various agreements of the parties reached in negotiations.

The parties acknowledge and agree that, by changing the language of Section 1.2 of the 2000-2003 collective bargaining agreement between the Washington Hospital Center and the District of Columbia Nurses Association, the parties do not intend to change the scope of the bargaining unit as it existed on July 12, 2003 when Nurses United 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 Section 1.2 as a basis for seeking to narrow or expand the bargaining unit.

The Hospital will investigate whether CareFirst Blue Cross/Blue Shield will provide an option for nurse retirees to participate in a group medical plan at their own cost.

During the period until October 4, 2004, the parties will explore the possibility of establishing a 403(b) plan in which all eligible nurses can participate. This will include consideration of plan options which

are different than the one provided for new hires in Section 26.3 of the Agreement.

The parameters for the defined contribution plan for new hires referenced in Section 26.3 of the Agreement are as follows: The defined contribution plan will provide for a matching employer contribution of fifty percent (50%) on the first six percent (6%) of pay (including base pay, overtime, differentials) contributed by the employee. The plan will further provide for a fixed employer contribution, based on service, regardless of nurse contributions. For those with less than ten (10) years of service, the contribution will be two percent (2%) of pay, and for those with ten (10) or more years of service, the contribution will be three percent (3%) of pay. Nurses must be age twenty-one (21) with one (1) year of service in order to be eligible for the employer contributions (fixed and matching). Employer contributions (fixed and matching) will be made at the end of the year, for nurses who remain employed at that time. A nurse must work at least 1,000 hours in the year to be eligible for the employer contributions for that year. The vesting schedule will be one-hundred percent (100%) at three (3) years for matching contributions and one-hundred (100%) at five (5) years for fixed contributions. The plan will provide an array of investment alternatives for the dollars contributed to the defined contribution plan.

Very truly yours,

Victoria E. Houck
Assistant Vice President,
Employee/Labor Relations

Agreed and Accepted on Behalf of Nurses United:

Dorothy Hararas, RN
President, Nurses United of the National Capital Region