

COLLECTIVE BARGAINING AGREEMENT  
By and Between  
CAPITOL MEDICAL CENTER, LLC d/b/a UNITED MEDICAL CENTER  
and  
THE DISTRICT OF COLUMBIA NURSES ASSOCIATION

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## PREAMBLE

This collective bargaining agreement ("Agreement"), effective January 8, 2010 is made and entered into by and between Capitol Medical Center, LLC, d/b/a United Medical Center ("the Hospital") and the District of Columbia Nurses Association ("the Association").

The Hospital and the Association recognize that essential services vital to the community, patients, and the interests of its employees depend upon the Hospital's ability to provide high quality and uninterrupted patient care. Accordingly, the parties agree to strive mutually to improve the care and comfort of patients and to resolve the complex challenges of today's work place in a cooperative, orderly, and peaceful manner. With these goals in mind, the parties have entered into this Agreement, setting forth their full agreement on wages, rates of pay, hours of work, and other terms and conditions of employment.

## ARTICLE 1 BARGAINING UNIT

### Section 1. Union Recognition

The Hospital recognizes the Association as the exclusive agent representing the registered nurses (hereinafter referred to as "nurses," "staff nurses" or "registered nurses") covered by this Agreement for the purposes of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment.

### Section 2. Bargaining Unit Definition

The registered nurses covered by this Agreement are certified registered nurse anesthetists\*, home health care nurses, and all full-time, part-time and benefits ineligible (as defined herein) registered nurses employed by the Hospital whose primary place of work is the Hospital's facility at 1310 Southern Avenue, SE, Washington, DC 20032, but excluding agency, travel and temporary contracted nurses, home health care team coordinators, home health care PI-ED coordinators, home health care program managers, operating room material managers, cardiology supervisors, nurse recruitment coordinators, clinical managers, directors, assistant clinical managers, cardiac rehab coordinators or managers, chief nurse anesthetist and subacute skilled nursing unit assistant director of nursing/quality assurance director and guards, managers, and supervisors as defined by the Act.

\*A separate agreement will apply to the Hospital's certified registered nurse anesthetists.

## ARTICLE 2 ASSOCIATION REPRESENTATION

### Section 1. Access

The Association's staff representatives shall be permitted access to non-patient care areas of the Hospital provided that the Association provides reasonable advance notice to the Hospital's Vice President of Human Resources or his or her designee. Visits by Association staff representatives shall not interfere with or disturb nurses in the performance of their work and shall not interfere

with patient care. Where available and upon notice to the Hospital's Vice President of Human Resources or designee, the Hospital will provide appropriate meeting space in non-patient care areas.

## **Section 2. Bulletin Boards**

The Hospital shall provide a bulletin board for the posting of official Association notices located in all nurses' lounges or locker rooms.

## **ARTICLE 3 MEMBERSHIP**

### **Section 1. Definitions**

A. All nurses who are members of the Association on the effective date of this Agreement, or who voluntarily join thereafter, shall maintain their membership or satisfy the financial obligations specified herein during the term of this Agreement as a condition of continued employment. All nurses covered by this Agreement who are not members of the Association and choose not to become members of the Association shall, as a condition of continued employment, pay to the Association an agency fee established by the Association.

B. All nurses hired on or after the effective date of this Agreement shall, within thirty-one (31) days of commencing employment, become and remain members or become agency fee payers as a condition of continued employment for the duration of this Agreement.

C. Upon notice from the Association, and after counseling by Association and Hospital representatives, nurses who fail to pay such dues or agency fees (as specified in this Agreement) shall be given thirty (30) days' notice of termination by the Hospital or shall be allowed to resign with proper notice to the Hospital. Nurses who go out on a leave of absence or are in leave without pay status are responsible for arranging with the Association regarding membership or agency fee payments.

D. Nurses who are members of a bona fide religion that has historically held conscientious objection to joining or financially supporting labor organizations shall not be required to join or financially support the Association. Instead, they shall, in compliance with applicable law, be required to pay an equivalent sum to a non-religious, charitable fund exempt from taxation under Section 501(c) of the Internal Revenue Code.

E. The Association agrees to hold the Hospital harmless against claims made based on the requirements of this Section.

### **Section 2. Dues Deduction**

A. The Hospital shall deduct such dues and agency fees biweekly from the pay of all nurses covered by this Agreement on the basis of individually-signed written

authorizations. The Hospital shall tender said deductions to the Association within ten (10) working days following each payday.

B. The Association agrees to refund any amounts remitted in error, upon presentation of documented evidence of error. The Hospital agrees to rectify errors in deducting dues or in remitting aggregate dues, upon presentation of appropriate documentation. In cases of overpayment of dues remitted to the Association, the Association will refund the amount of the overpayment to the affected nurse.

C. The Association agrees to hold the Hospital harmless against claims made because of the deduction of dues or fees that are remitted to the Association.

D. The Association agrees to pay to the Hospital a transaction charge of \$.05 per transaction to defray partially the cost of providing dues check-off service. The Hospital agrees to provide to the Association an invoice for said charges on a quarterly basis.

### **Section 3. New Employees**

The Association shall have the right to provide the Hospital with information regarding Association membership and the role and status of the Association which the Hospital will provide to nurses during their new employee orientation.

### **Section 4. Information**

The Hospital shall furnish to the Association within thirty (30) days of the effective date of this Agreement a list containing each bargaining unit member's name, address, telephone number, date of hire, job classification, department, base rate, and status (e.g., regular full-time, regular part-time or benefits ineligible). This list will be updated to show any changes to the information provided on a quarterly basis.

### **Section 5. Probationary Period**

A. The first ninety (90) days of employment for each newly hired registered nurse employed in a bargaining unit position will be considered a probationary period during which time the nurse may be terminated with or without cause and without recourse to the grievance and arbitration provisions of this Agreement.

B. The first ninety (90) days of employment for each registered nurse in a position outside the bargaining unit who is selected for a bargaining unit position will be considered a probationary period. If such a nurse does not successfully complete the probationary period, the nurse will be placed in either the nurse's previously held position or an equivalent position, if available. If neither the nurse's previous position nor an equivalent position is available, the nurse's employment will be terminated.

**ARTICLE 4  
EMPLOYEE STATUS**

**Section 1. Employee Status**

A nurse shall be classified as either regular full-time, regular part-time, or benefits ineligible.

**Section 2.**

A nurse who is hired or placed into a position that is designated by the Hospital to work thirty-six (36) hours or more per week and is not designated as a benefits ineligible position is a regular full-time employee. A regular full-time employee shall be eligible for all employee benefits under this Agreement.

**Section 3.**

A nurse who is hired or placed into a position that is designated by the Hospital to work at least twenty (20) hours but less than thirty-six (36) hours per week and is not designated as a benefits ineligible position is a regular part-time employee. A regular part-time employee shall be eligible for part-time employee benefits as specified in this Agreement.

**Section 4.**

A nurse who is hired or placed into a position that is designated by the Hospital to work as benefits ineligible is a benefits ineligible employee. A benefits ineligible employee shall be eligible for the wages and grievance procedure specified in this Agreement but for no other benefits unless specifically stated herein.

**ARTICLE 5  
TEMPORARY STAFF**

The Hospital shall observe the following conditions when utilizing agency, contract or travel nurses:

**Section 1. Floating and Low Census Days**

Where operations and temporary agency contracts permit, the Hospital will not:

- A. Routinely float staff nurses out of their regularly assigned unit while agency or travel nurses are scheduled to work on that unit; and
- B. Assign low census days to staff nurses where an agency nurse is employed on their unit.

**Section 2. Overtime**

Where practicable, the Hospital shall offer overtime work to qualified staff nurses before assigning such work to agency, contract or travel nurses.

**Section 3. Schedule Preferences**

The Hospital will endeavor to accommodate staff nurses' schedule preferences over agency, contract and travel nurses.

**Section 4. Duties Performed**

The Hospital's goal will be to have temporary staff perform the same duties as regular staff.

**ARTICLE 6  
SENIORITY**

**Section 1. Definition**

Seniority is defined as the length of continuous, uninterrupted service by a nurse in a bargaining unit position.

**Section 2. Application**

Seniority rights as created by this Agreement exist only to the extent described herein. Seniority shall not establish any right other than those expressly specified in this Agreement and shall be used for no other purpose.

**Section 3. Forfeiture**

A registered nurse's seniority shall be terminated when the nurse:

- A. Quits, resigns or retires (provided, however, a nurse who resigns and gives appropriate notice and who has one (1) or more years of seniority will not lose his/her seniority if the nurse returns within eighteen (18) months of her resignation);
- B. Is terminated for cause;
- C. Fails to return to work at the end of an approved leave of absence;
- D. Fails to return to work within three (3) weeks of being sent a notice of recall from a reduction in force or layoff; or
- E. Has been in a layoff or reduction in force status for a period of one year.

**Section 4. Layoff, Recall and Severance**

A. In the event the Hospital determines that a reduction in force or layoff is necessary, the Hospital shall determine the nurses who will be affected based on consideration of the nurses' (1) seniority and (2) qualifications, performance and ability. Where factor (1) is relatively equal, qualifications, performance and ability shall govern. In assessing the nurses' qualifications, performance and ability, the Hospital's determination shall be conclusive.

B. A nurse selected for layoff or reduction in force will have the option of bumping the least senior registered nurse in a position for which the nurse affected by the reduction in force or layoff is qualified. To exercise such bumping right, the nurse affected by the reduction in force or lay off shall notify the Hospital's Vice President of Human Resources of the nurse's desire to bump a less senior nurse within one week of receiving notice of the nurse's reduction in force or layoff. Any nurse bumped by a more senior nurse will be laid off and receive any benefits specified in this Agreement or in Hospital policy.

C. Nurses who are laid off or subject to a reduction in force shall be given a minimum of two (2) weeks' severance pay. In addition, nurses who are laid off or subject to a reduction in force and who have been employed for at least one year will receive a week of severance pay for each year of continuous service in a bargaining unit position up to a maximum of seven (7) weeks.

D.

1. Nurses shall retain recall rights for six months (6) following their reduction in force or layoff. If recalled within six months (6), their seniority as defined by this Agreement will be uninterrupted.

2. Within their six month (6) recall period, nurses who have been laid off or subject to a reduction in force and desire to return to employment will be notified of any bargaining unit position openings for which they are eligible for recall; any nurse who declines or does not respond to the Hospital's recall notice within ten (10) working days of the date of the recall notice (via telephone and in writing) will be responsible for monitoring postings and submitting a written bid for any position for which they are eligible. If more than one (1) nurse is eligible for recall and submits a written bid pursuant to this section, the Hospital shall determine which nurse will be recalled based on seniority. Where seniority is relatively equal, the nurses' qualifications, performance and ability shall govern. In assessing the nurses' qualifications, performance and ability, the Hospital's determination shall be conclusive.

3. The Hospital will provide the Association and affected nurses with fourteen (14) days' notice of layoffs, reductions-in-force or the elimination of bargaining unit positions. At the time of this notice, the Hospital will also provide to the Association current seniority lists in the units/departments affected and the number and location of any registered nurse vacancies. The Hospital may at its option provide fourteen (14) days' pay to the affected nurses in lieu of the notice specified in this subsection.

4. The Association shall designate in writing up to twenty-one (21) local unit Executive Committee members and shop stewards who will have enhanced seniority rights in the event of a layoff or reduction-in-force; that is, any such nurse who is displaced as a result of a layoff or reduction-in-force shall, if qualified, have the right to bump any other nurse.



**ARTICLE 7  
ORIENTATION**

- A. The Hospital will provide an orientation program for newly-hired registered nurses. The objectives of the orientation program will include: (1) familiarizing nurses with the objectives and philosophy of the Hospital and (2) orienting nurses to the Hospital's policies and procedures and the requirements and responsibilities of their position.
- B. As appropriate, the orientation will consist of classroom, work and shift experience.
- C. Nurses shall not assume charge duties during their orientation period. Orientees will not be routinely floated while on duty as orientees.
- D. Oral or written evaluations will be provided to each nurse during the orientation period as appropriate and a final written evaluation will be furnished at the conclusion of the orientation period.
- E. Any nurse may volunteer to serve as a preceptor. The Hospital shall determine who will serve as a preceptor based on their competence to do so and, in the first instance, will choose among volunteers; however, if an insufficient number of nurses have volunteered, the Hospital will designate nurses to serve as preceptors. The Hospital will provide training to nurses selected to serve as preceptors.
- F. Orientees will not be counted in staffing numbers for scheduling purposes.
- G. Preceptors will not be routinely floated while on duty as preceptors.

**ARTICLE 8  
IN-SERVICE EDUCATION**

**Section 1. General**

The Hospital shall provide in-service education for nurses in all areas.

**Section 2. In-Services**

- A. The Hospital shall make reasonable efforts to make in-service education available to all nurses on all shifts.
- B. The Hospital will provide advance notice and consider the Association's input prior to implementing new mandatory programs.
- C. Staffing patterns will be taken into consideration when arranging for in-service education planning.

ARTICLE 9  
NURSING DUTIES

- A. The Hospital and registered nurses shall strive to provide patient care in a manner consistent with Hospital policies and procedures, applicable standards established by hospital accrediting bodies, regulatory agencies, and appropriate national nursing organizations.
- B. Staffing and assignments will be intended to maintain safe, high-quality patient care. In the event any registered nurse believes that an assignment is unsafe or endangers patient care, the nurse shall inform his/her supervisor.
- C. Patient assignments and staffing shall take into account a variety of factors including acuity, volume, and the nature of the assignment.
- D. Consistent with applicable job descriptions, each nurse may delegate certain tasks consistent with the nurse's obligation to provide optimum patient care.
- E. The Hospital will not require registered nurses to perform as part of their regular duties non-nursing tasks.
- F. Nurses shall not be required to perform tasks or procedures for which they have not been trained or oriented only where training or orientation is required to perform the task or procedure. Work assignments shall be consistent with the clinical expertise of the nurse and the level of care required by the patient. Orientation or on-the-job training shall be provided for any new patient care procedure or new type of equipment which is implemented on any unit prior to implementation.
- G. Any concerns related to quality of patient care, staffing, nursing functions, non-nursing tasks, autonomy or delegation that have been submitted to the Professional Practice Committee (PPC) will be addressed by the PPC.
- H. Persistent shortages of registered nurses shall be an item for the agenda of the Labor Management Committee.

ARTICLE 10  
JOINT COMMITTEES AND COUNCILS

**Section 1. Professional Practice Committee**

- A. The parties agree to establish and maintain a Professional Practice Committee (PPC) which shall concern itself with matters related to professional nursing practice and development, matters of common interest in the improvement of the Hospital's nursing operations, and quality patient care. The PPC shall be co-chaired by the Chief Nursing Executive and the Chair of the Association bargaining unit or their designees. Grievances shall not be considered appropriate subject matter for consideration by the PPC.

B. PPC meetings shall be held on a monthly basis, provided that a written agenda is submitted by one party to the other at least seven (7) days in advance of each meeting. If no agenda is submitted, the meeting shall be canceled.

C. The PPC shall consist of five (5) members appointed by the Hospital and five (5) bargaining unit nurses appointed by the Association, inclusive of the Co-Chairs. Other persons may attend the meeting as consultants or resource persons with the mutual agreement of the parties. Nurses attending PPC meetings shall be paid at their base rate for the time spent in attendance.

D. The function of the PPC will be as follows:

1. To review standards of nursing practice of the Hospital, consistent with those enunciated by the profession;
2. To analyze in-service educational programs, including the content thereof and methods of having such programs available to as many employees as practicably possible;
3. To analyze factors which facilitate or impede the practice of nursing;
4. To review problems relating to nursing practice at the Hospital;
5. To review and discuss concerns among nurses regarding staffing issues.

## **Section 2. Labor Management Committee**

A. The parties are committed to maintaining productive labor relations and cooperating to resolve problems of mutual concern. Accordingly, the parties agree that the Hospital's Vice President of Human Resources or his/her designee shall meet, unless otherwise agreed, on a monthly basis with the Association's chief representative for the Hospital or his/her designee. Other persons may attend and participate on behalf of either party. The Chair of the Association shall forward agenda items and the list of participants to the Hospital's Vice President of Human Resources at least seven (7) days in advance of each meeting. The Hospital may add to this agenda any topics it deems appropriate. Grievances shall not be considered an appropriate subject matter for consideration by the Labor Management Committee, nor shall it be the purpose of the Committee to engage in negotiations.

B. Up to four (4) bargaining unit nurses selected by the Association will be paid at their base rate for time spent in attendance at Labor Management Committee meetings.

## **Section 3. Health and Safety Committee**

The Chair of the Local Unit or his/her designee shall appoint a bargaining unit member to membership on the Hospital's Health and Safety Committee. The bargaining unit nurse so appointed will be paid at the nurse's base rate for time spent in attendance at Health and Safety Committee Meetings.

ARTICLE 11  
HEALTH AND SAFETY

**Section 1. General**

- A. The Hospital will maintain appropriate conditions of safety, sanitation and health and will comply with applicable health and safety laws and regulations. The Hospital's compliance with such laws and regulations is not subject to the grievance and arbitration procedures in the Agreement.
- B. Health and safety equipment the Hospital deems necessary for a particular job will be provided to employees and will be properly maintained.
- C. The Hospital shall provide training and education on health and safety.
- D. As appropriate, the Hospital will notify affected nurses of imminent dangers and will institute corrective measures as indicated.
- E. No nurse shall be required to use malfunctioning equipment that constitutes a hazard or equipment for which the nurse is inadequately trained.
- F. The Hospital will continue to maintain procedures for reporting hazards or potential hazards and injuries which may be sustained as a result of a hazard. These reports will be subject to discussion at the Hospital's Health and Safety Committee.

**Section 2. Physical Examinations**

- A. The Hospital will provide to nurses the same pre-employment and annual physical examinations, immunizations and health services as it provides to other employees pursuant to Hospital policy.
- B. Registered nurses are responsible for complying with the annual physical requirement of District of Columbia law. If a nurse fails to satisfy this obligation, the nurse will be subject to suspension from employment until the nurse is in compliance.
- C. With the exception of their pre-employment physical examination, nurses may choose, at their own expense, to have their own physician perform the required annual physical examination and provide evidence thereof to the Hospital's Occupational Health Department.
- D. Annual Tuberculin Skin Tests ("PPDs") which are performed at the Hospital may be read by any nurse or physician competent to perform this function; provided, however, no nurse may read the nurse's own PPD.

**Section 3. Work-Related Injury or Illness**

- A. Initial triage and treatment for a nurse who is injured or becomes ill while at work shall be provided by the Hospital's Occupational Health Department or, during hours

where the Occupational Health Department is closed, by the Emergency Department. The cost of such treatment will be handled pursuant to applicable Hospital policies.

B. The Hospital will make reasonable efforts to reduce work related injuries by providing appropriate equipment and training.

C. Nurses who have been exposed to a contagious disease at work and are required by the Hospital to be absent from work because of their exposure to the contagious disease will be paid at their base rate by the Hospital for up to three (3) missed work days without being required to use their sick leave. Paid time pursuant to this subsection will not count as hours worked for purposes of calculating overtime.

#### **Section 4. Modified Work Assignments**

The Hospital is committed to encouraging nurses with medical restrictions to seek retraining, rehabilitation and other necessary treatment that may facilitate their return to full employment. The Hospital will provide modified work assignments in accordance with Hospital policy and applicable law. Such modified work assignments shall be short-term and match the nurse's abilities, experience and skills.

#### **Section 5. Security and Prevention of Work Place Violence**

A. The Hospital shall provide designated, well-lighted parking areas for nurses who drive to work. Upon request, a security officer will be provided to escort nurses to and from such parking areas.

B. The Hospital will provide on-site, professional security guards and security surveillance.

C. The parties jointly commit to increasing the awareness of ways to prevent, reduce or avoid workplace violence. To this end, the Hospital will provide training and/or information on violence prevention and non-violent intervention techniques.

D. Upon becoming aware of a specific threat directed at a particular nurse or nurses, the Hospital will notify the affected nurse(s) and will discuss how it will respond.

#### **Section 6. Personal Identification**

The Hospital will supply photo identification badges for the information and protection of the Hospital's patients, visitors and employees. Badges issued to new hires as well as badges issued upon renewal will designate each nurse as "RN." If a badge is lost or stolen, it shall be replaced at the cost then applicable to Hospital employees generally. A nurse who fails to return the nurse's photo id badge to the Hospital upon termination of employment will be charged an amount equal to the amount charged to Hospital employees generally.

## Section 7. Standard of Universal Precautions

- A. The Hospital will regularly update its policy on standard or universal precautions, and will consider the input of the Hospital's Health and Safety Committee in doing so.
- B. The Hospital may require nurses to use devices or precautions or to receive medical treatments or immunizations to minimize the risk of exposing others to contagious diseases, provided such requirements are consistent with applicable regulatory guidelines.

## Section 8. Latex Sensitivity

- A. Latex sensitivity constitutes a risk for both patients and staff. The parties agree that lowering the exposure risk is beneficial to the Hospital, its patients and its staff. Where an appropriate equivalent product is available at a comparable cost, non-latex products will be made available for use.
- B. Nurses who are concerned that they may be latex sensitive and those identified as latex sensitive by a physician shall be referred to the Hospital's Occupational Health Department for evaluation. Nurses who are confirmed as latex sensitive by the Hospital's Occupational Health Department will be reasonably accommodated.

## Section 9. Tuberculosis Exposure

- A. The Hospital will supply to every nurse who will potentially be exposed to confirmed or suspected Tuberculosis ("TB") patients a properly-fitted respirator or device approved by OSHA/NIOSH to protect against TB exposure. The Hospital will train a trainer on the effective and proper use of the respirator or device, who, in turn, will train any nurse who has a TB (or suspected TB) patient.
- B. TB screening and post-exposure follow-up of all nurses will be performed in accordance with the guidelines/standards recommended by the American Thoracic Society (ATS) and the Centers for Disease Control (CDC).

## Section 10. High Risk Areas

- A. Nurses who have been diagnosed as immune-suppressed, or have clinical conditions that may confer an increase risk of an infection, should present to the Occupational Health Department appropriate medical documentation of such risk and any work restrictions recommended by their health care provider. The Hospital shall accord such individuals reasonable accommodations pursuant to Hospital policy.
- B. Women who are breast feeding or pregnant will not be assigned to patients with known acute CMV titers or to patients who are receiving Ribavirin aerosol therapy.
- C. The Hospital will continue to update, as appropriate, its infection control and OSHA compliance procedures.

ARTICLE 12  
HOURS OF WORK/SCHEDULING

**Section 1. Work and Pay Periods**

The established work week shall be the seven (7) day period beginning at 12:00 a.m. on Sunday and ending at 11:59 p.m. on the following Saturday. Each pay period consists of two (2) consecutive work weeks. For all nurses other than Float Pool nurses (who may be required to work eight (8) or twelve (12) hour shifts), the standard work day shall consist of eight (8) or twelve (12) hour shifts as agreed upon by nurses on a unit-by-unit basis. Once a majority of nurses on each unit has voted to adopt a shift, the standard work shift for that unit shall not be modified without the mutual consent of the parties; provided, however, this shall not prevent the Hospital from scheduling or establishing shifts of a length other than twelve (12) or eight (8) hours. There shall be no requirement to be on the schedule for greater than forty hours per work week.

**Section 2. Overtime**

- A. Overtime will be paid at one and one-half times the nurse's regular rate as determined by applicable law for all hours worked in excess of forty (40) in one work week.
- B. Voluntary scheduled overtime opportunities will be posted on the unit in which they will occur. The Hospital shall make efforts to distribute equitably overtime opportunities.
- C. Participation in Hospital staff meetings, committee meetings and in-services will be counted as hours worked for compensation purposes.
- D. A nurse who reports to work a scheduled overtime shift of more than four (4) hours and then is sent home for lack of work shall receive pay at the nurse's base rate for at least four (4) hours.
- E. If a nurse volunteers to work overtime on a particular unit and is to be floated to another unit which is outside the nurse's specialty area (e.g., Critical Care, Medical-Surgical, etc.) as defined by Patient Care Services Division policy, such nurse will have the option of floating or going home without the minimum hours of pay referenced in paragraph D above.

**Section 3. Break Periods**

Nurses working an eight (8) hour shift shall have two (2) fifteen (15) minute paid break periods where patient care coverage permits. Nurses working a twelve (12) hour shift (or more) shall be entitled to three (3) fifteen (15) minute paid break periods where patient coverage permits. Nurses shall be permitted to take their break periods off the patient care area where they work. Nurses shall be permitted to utilize one break period in conjunction with their meal period where patient care coverage permits.





#### Section 4. Meal Time

Nurses shall be entitled to a thirty (30) minute unpaid meal break. Nurses shall be permitted to take their meal break off patient care areas and off Hospital premises. With Hospital approval, if a nurse forgoes a meal break because of an emergency or inadequate patient care coverage, the time will be compensated.

#### Section 5. Changing Time

In all units where changing into scrub suits/dresses within the Hospital is required, nurses will be compensated for changing time, not to exceed a total of fifteen (15) minutes.

#### Section 6. Scheduling

A. The Hospital shall have the right to determine the number of nurses it employs and their manner of scheduling. There shall be a system for self-scheduling, applicable to all 24-hour units. A four (4) week planning schedule will be posted not less than six (6) weeks prior to the schedule's commencement date. Nurses will have fourteen (14) days to fill in their previously approved leave and their schedule preferences, consistent with their FTE status. Conflicts or potential conflicts are to be equitably resolved by managers. Final scheduling decisions shall be made by managers, whose determinations shall be conclusive.

B. The final schedule will be posted not less than three (3) weeks prior to the schedule's commencement date. The Hospital may make changes to the final schedule with the nurse's consent. Subject to Section 8(A) of this Article, after the final schedule is posted, nurses on the same unit may exchange shifts (as long as overtime will not be increased and the manager is notified).

C. The Hospital shall make good faith efforts to adhere to nurses' shift preferences. The Hospital will limit the rotation of shifts.

#### Section 7. Emergency Staffing

A. An emergency is any situation that develops suddenly or unexpectedly or an unforeseen combination of circumstances and results thereof that demands prompt action.

B. With the supervisor's agreement, a nurse who arrives late in a weather emergency can leave at his/her regularly scheduled departure time. In such a case, the nurse may choose to use annual leave or leave without pay for the time not worked. Nurses who are unable to travel to work during a weather emergency may at their option use annual leave or leave without pay.

C. If, because of an emergency, the Hospital determines that additional staffing would be appropriate, it will first seek to meet such staffing need by utilizing qualified volunteers from the regular staff nurses on the unit in question. If this is insufficient to meet the staffing need, the Hospital may require staff nurses to work overtime. The Hospital may require nurses to work shifts, hours and/or days different from those

originally scheduled in emergencies. The Hospital will endeavor to give nurses who work sixteen or more hours the next day off.

D. Even in an emergency situation, nurses will not be assigned to tasks for which they are not qualified.

### Section 8. Weekend Scheduling

A. Except for Category D benefits ineligible nurses, nurses may submit a written request to exchange weekend shifts for other weekend or non-weekend shifts, signed by both nurses, to the manager for approval. Approval shall not be unreasonably withheld.

B. Except for make-up weekends, weekends off shall not be split unless the nurse and supervisor agree.

C. Except for Benefits Ineligible nurses whose status requires them to work more weekends, nurses working 8-hour shifts will not be required to work more than four (4) weekend shifts per month.

D. Except for Benefits Ineligible nurses whose status requires them to work more weekends, nurses working 12-hour shifts will not be required to work more than four (4) weekend shifts per month.

E. For purposes of this Section, "weekend" means 7:00 a.m. Saturday to 7:00 a.m. Monday.

### Section 9. Low Census Days

A. Due to low patient census and/or decreased acuity it may be necessary to decrease staff temporarily on an affected unit (hereinafter called a "low census day"). While the Hospital will determine which nurses will be decreased as a result of the patient census based on a number of factors (such as experience, skills and abilities, etc.), where all else is equal, the least senior nurse present will be decreased.

B. A nurse who is assigned a low census day will have the option of using paid Accumulated Leave or electing to take leave without pay.

C. A nurse who has reported to work and is subsequently assigned a low census day shall receive two (2) hours pay at the nurse's regular rate.

D. Nurses who report for work and return home as a result of a low census shift or work for less than two (2) hours shall receive two (2) hours' pay at their regular rate for the scheduled shift.

E. Nurses will not suffer a loss of seniority or change in FTE status due to a low-census day. Neither will the reduction in hours negatively affect nurses' attendance records.

**Section 10. Benefits Ineligible Nurses**

A. Benefits ineligible nurses shall work in one of four categories:

Category A - Category A benefits ineligible nurses may work in any FTE status and will have no holiday or weekend shift requirements. No individuals will be hired or placed into a Category A benefits ineligible position after October 9, 2009. Further, any nurse who leaves a Category A benefits ineligible position will not be eligible to return to the position.

Category B - Category B benefits ineligible nurses must maintain an FTE status of .5 or below and will be required to work up to two weekend shifts per month and up to two holiday shifts per year (one major winter holiday and one major summer holiday).

Category C - Category C benefits ineligible nurses must maintain an FTE status of .6 or greater and will be required to work up to four weekend shifts per month and up to four holiday shifts per year (two major winter holidays and two major summer holidays).

Category D - Category D benefits ineligible nurses must maintain an FTE status of .6 or greater and will be required to work two twelve-hour shift weekends per calendar quarter and two holiday shifts per year (one major winter holiday and one major summer holiday). Any Category D benefits ineligible nurse that calls out on two or more shifts during a quarter will not be permitted to work additional hours in that quarter beyond their normally schedule hours.

Category E (Emergency Room Only) - Category E benefits ineligible nurses must have a minimum of three years of emergency medicine experience, and will be required to work five out of six weekends in a six-week scheduling period. Any Category E benefits ineligible nurse that calls out on two or more shifts during a six-weekend period will not be permitted to work additional hours in that six-weekend period beyond their normally scheduled hours.

B. For benefits ineligible nurses other than Category D nurses, "weekend" means 7:00 a.m. Saturday to 7:00 a.m. Monday. For Category D nurses, "weekend" means 7:00 p.m. Friday to 7:00 a.m. Monday.

C. For the purposes of this Section, "major winter holidays" are Thanksgiving Day, Christmas Day and New Year's Day, and "major summer holidays" are Memorial Day, Fourth of July and Labor Day.

D. Other rules and procedures relating to benefits ineligible nurses will be set forth in the Hospital's policies.

**ARTICLE 13  
POSITION POSTING AND TEMPORARY ASSIGNMENTS**

**Section 1. Position Posting**

A. Openings in bargaining unit positions which the Hospital seeks to fill shall be posted for a period of not less than seven (7) calendar days prior to filling the position.

Job openings will be posted at the Department of Human Resources and at least two (2) locations in the Hospital.

- B. In the event the qualifications of a posted position are changed, the position as revised shall be posted for a period of not less than seven (7) calendar days prior to filling the position.
- C. In the event two (2) or more nurses with substantially equal qualifications apply for the same position, the position shall be filled based upon seniority.
- D. Qualified staff nurses shall be selected for vacancies over outside candidates with substantially equal qualifications. If the Hospital implements a training program in a specialty area, qualified internal candidates shall be given a preference for vacancies over external candidates.
- E. Unless operational needs dictate otherwise, nurses selected for new positions on other units shall be released to their new positions within one month of selection.
- F. Unsuccessful staff nurse candidates for a bargaining unit position shall be notified within two (2) weeks of the successful candidate's acceptance of the offer.

**Section 2. Temporary Assignment to Higher Positions**

A nurse temporarily assigned to a higher position within the bargaining unit will be paid a premium of ten (10) percent of the nurse's then current base rate.

**Section 3. New RN Classifications**

The Association shall be notified prior to the advertisement of any new nurse classifications established by the Hospital.

**ARTICLE 14  
PERFORMANCE EVALUATIONS**

**Section 1. Frequency**

Nurses shall receive a written performance evaluation at the completion of their probationary period and annually.

**Section 2. Timeliness**

Evaluations will be completed and reviewed with nurses within thirty (30) days of the anniversary of the date of their placement in the position.

**Section 3. Content**

The content of the performance evaluation will be based on the performance standards applicable to the position. Serious deficiencies in a nurse's performance will be brought to the nurse's attention prior to their inclusion in the nurse's performance evaluation.

#### Section 4. Evaluation Conferences

Each annual performance evaluation will be reviewed with the nurse being evaluated. Such discussions will be conducted in private. The nurse shall have the opportunity to ask questions as well as to comment orally and in writing on the evaluation within five (5) days of the evaluation conference. Nurses shall on an annual basis update their educational and professional record. After discussion with the nurse, the supervisor will revise any performance goals for the next year, as appropriate. The nurse will acknowledge the evaluation by signing and dating the original, only to indicate that the evaluation has been conducted (not necessarily signifying agreement). The nurse will be given a copy of the evaluation, and of the nurse's performance goals for the next year.

#### Section 5. Review

Nurses not satisfied with their evaluations may discuss them with the next level supervisor (and with an Association representative if the nurse so desires), within fourteen (14) working days after the conference. The next level supervisor, at the supervisor's discretion and, in consultation with the Hospital's Vice President of Human Resources or his/her designee, will have the authority to change the evaluation.

### ARTICLE 15 PERSONNEL FILES

Official personnel files of nurses shall be maintained in accordance with the following procedures:

#### Section 1. Review of Files

Nurses shall be permitted to examine their own personnel files. To do so, a nurse shall first make an appointment (during regular Human Resources Department business hours) with the Hospital's Vice President of Human Resources or designee, which appointment shall be granted within a reasonable time. The Association's representative or the shop steward may review the file with the nurse. Upon the nurse's request, the Hospital shall provide the nurse with copies of materials the nurse requests consistent with Hospital policy. Copies of performance related materials will be provided to the Association with the nurse's written authorization.

#### Section 2. Contents

A. The contents of registered nurse personnel files will be governed by the Hospital's policy and practice pertaining to employee personnel files generally. At a nurse's request, the Hospital will include in the nurse's personnel file letters of commendation or similar materials from a patient, family or physician which reflect favorably on the nurse's performance.

B. No material relating to a nurse's work performance or conduct shall be placed in the file unless it is signed and dated by the person submitting the information. Nurses shall be given the opportunity to review such material and shall sign the copy to be filed (indicating only their review of the material, not necessarily agreement with its contents).

**Section 3. Confidentiality**

Consistent with its policy on the maintenance and confidentiality of employee records, the Hospital will seek to keep the contents of official personnel files confidential.

**ARTICLE 16  
UNPAID LEAVES OF ABSENCE**

**Section 1. Definition**

A leave of absence is an authorized 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, health needs, birth, adoption, or Association business.

**Section 2. Hospital Policies and Procedures**

The Hospital's policies and procedures on leave without pay which generally apply to all employees shall apply as well to nurses eligible for leave under this Article, except to the extent that such policies and procedures are modified by the specific terms of this Article.

**Section 3. Time Periods**

In addition to the types of unpaid leaves which may be authorized under the Hospital's leave policies and procedures, nurses may also be authorized by the Hospital to take a leave of up to one year to attend to Association business or for the birth or adoption of a child. With respect to leave taken for the birth or adoption of a child, the one year period shall include such periods of time for which the employee is entitled to take leave under the District of Columbia or federal Family and Medical Leave Act. The Hospital will comply with applicable federal and District of Columbia leave laws and nothing contained in the Agreement will serve to limit the Hospital's ability or obligation to comply with same.

**Section 4. Return to Work**

The Hospital will hold open the position of any nurse on approved leave of absence for at least six (6) months. If for business or operational reasons the Hospital determines that it is essential to fill the position on a regular basis after six (6) months, the Hospital will offer the nurse on approved leave the option to curtail that leave and return to the position before it posts the vacancy. The nurse has the right to return to an equivalent position within twelve (12) months. After twelve (12) months, if no equivalent position exists but there is another vacant position for which the nurse qualifies, the Hospital will offer such vacant position to the nurse. If neither an equivalent bargaining unit position nor other vacant position for which the nurse is qualified is available, the nurse's employment will be terminated effective as of the date of the expiration of the authorized leave. If a nurse whose employment is terminated under these circumstances is re-employed by the Hospital within twelve (12) months of such termination, all accrued seniority will be restored.

DCNA  
Performance  
T & As

ARTICLE 17  
DISCIPLINE AND DISCHARGE

Section 1. Authority to Discipline

The Hospital may discipline and discharge employees for just cause. The Hospital shall notify a nurse that it is considering imposing discipline on or discharging the nurse within five (5) business days after Hospital management has actual knowledge of the events and/or conduct on which the proposed discipline or discharge would be based. The Hospital shall conduct an investigation of the circumstances of the events and/or conduct giving rise to possible disciplinary action, including meeting with the nurse, who shall have the right, at the nurse's request, to be accompanied by a nurse representative or Association staff representative. The Hospital will strive to conduct a confidential investigation but may disclose information as necessary to complete a full and fair investigation.

Section 2. Progressive Discipline

A. The parties subscribe to the goal of corrective action and the principle of progressive discipline. The progressive discipline steps shall include a verbal warning, a written warning, suspension and termination. ~~The Hospital will take into account the age of any prior discipline. Verbal warnings and written warnings that are more than one (1) year old will not be used except where they relate to or involve the quality of patient care and/or the treatment of a patient or a patient's family member or violation of the Hospital's workplace harassment rules; provided, however, in the case of a discharge, they may be considered by the Hospital and used in any subsequent arbitration as part of the consideration of an employee's overall record. In cases of serious or gross misconduct, immediate dismissal may result or certain steps along the progressive disciplinary continuum may be omitted. Depending on the seriousness of the misconduct or performance, issue, the Hospital may terminate a nurse for the first incident.~~

B. The nature of the discipline (e.g., warning, suspension, etc.) shall be stated on each disciplinary document and a copy of the disciplinary document shall be offered to the nurse.

Section 3. Evidence of Discipline

If the termination of the employment of a nurse relates to conduct involving a patient and the patient does not appear at the arbitration hearing, the arbitrator shall not consider the patient's failure to appear as prejudicial to the Hospital. For purposes of this section, "patient" includes those seeking admission and those seeking care and treatment as well as those already receiving treatment.

① Supervisor  
② Herman Brown

**ARTICLE 18  
GRIEVANCE PROCEDURE**

**Section 1. Definition**

A grievance is any dispute between the parties arising under and during the term of this Agreement involving the application of a specific provision of this Agreement or a claimed violation of a specific provision of this Agreement which is not specifically exempted from the provisions of this Article. Grievances must be in writing and specify the following information: the provision(s) of the Agreement/Hospital personnel policy allegedly breached; the time, place, date and circumstances, including a description of how the Agreement/Hospital personnel policy was breached; the name of the immediate supervisor; any witnesses; and the relief or remedy requested.

**Section 2. Procedure**

Step I: All grievances shall be presented in writing to the Chief Nursing Executive with a copy to the Hospital's Vice President of Human Resources (or his/her designee) within seven (7) calendar days of the event giving rise to the grievance. The Hospital will endeavor to respond in writing to the grievance within seven (7) calendar days of its submission. The Hospital's failure to respond within seven (7) calendar days shall be considered a denial of the grievance.

Step II: The Step I written answer shall settle the grievance unless an appeal in writing is received by the Hospital's Vice President of Human Resources (or his/her designee) within seven (7) calendar days of the Hospital's Step I response. The Hospital's Vice President of Human Resources (or his/her designee) shall provide a written response to the grievance within seven (7) calendar days. The Hospital's failure to respond within seven (7) calendar days shall be considered a denial of the grievance.

Step III: If the parties are unable to reach a satisfactory settlement pursuant to the preceding Steps, the Association may refer the matter to arbitration.

**Section 3. Time Limits**

Any grievance not processed in accordance with any time limits or steps in the grievance procedure shall be considered waived and no arbitration shall be had thereon. The time limits stated in the grievance procedure herein may be extended only by a written agreement between the Hospital and the Association.

**Section 4. Hospital Grievances**

The Hospital may utilize the provisions of this grievance procedure for any alleged violations of this Agreement by filing a written grievance with the Association within seven (7) calendar days of the alleged violation. The Association shall respond in writing within seven (7) calendar days. The Association's failure to respond within seven (7) calendar days shall be considered a denial of the grievance. If the parties are unable to reach a satisfactory settlement of the grievance, the Hospital may refer the matter to arbitration.



## ARTICLE 19 ARBITRATION

### Section 1. Notice of Referral to Arbitration

Grievances not resolved through the grievance procedure as specified in Article XVIII may proceed to arbitration within twenty (20) calendar days of the completion of Section 2, Step II of the grievance procedure in the case of Association grievances and within twenty (20) calendar days of the completion of the procedure specified in section 4 of Article XVIII in the case of Hospital grievances. The Association shall submit its written notice to the Hospital's Vice President of Human Resources of the Hospital and the Hospital shall submit its written notice of such referral to arbitration to the Association staff representative.

### Section 2. Designation of Arbitrator

The parties agree on a list of three (3) arbitrators to hear and decide all grievances arising pursuant to this Agreement which are referred to arbitration: Richard I. Bloch; Roger Kaplan; and Joseph Sharnoff. One arbitrator will be assigned to each grievance referred to arbitration in the order listed, starting from the first and proceeding to the last listed. Additional arbitrators may be added to, or an arbitrator deleted from, the list of arbitrators by the parties' mutual written agreement. Once a grievance has been assigned to an arbitrator, the next grievance assigned to an arbitrator will be referred to the next arbitrator listed regardless of the resolution (e.g., settlement, withdrawal, etc.) of the first grievance.

### Section 3. Hearing Procedure

The arbitrator shall conduct a fair hearing, carried on with all convenient speed, and at which he/she 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.)

### Section 4. Arbitrator's Jurisdiction

The Arbitrator is only authorized to render a decision on a grievance properly referred to arbitration. In rendering such decision, the Arbitrator's authority is limited to interpreting and/or applying the provisions of the Agreement, and only to the extent necessary to the determination of the particular grievance. The Arbitrator shall have no authority to amend, modify, or supplement the terms of this Agreement, to establish any terms or conditions of this Agreement, or to render any decision inconsistent with the terms of this Agreement. Except by written agreement between the Hospital and the Association, no more than one (1) grievance shall be submitted to the same arbitrator at one (1) hearing.

### Section 5. Award and Expenses

The arbitrator's award rendered in accordance with this Agreement shall be final and binding on the Hospital, the Association and all employees concerned. The expenses and fees of the

arbitrator as well as the cost of the transcript and the cost of the room used shall be shared equally by the Hospital and the Association. All other expenses shall be paid by the party incurring them.

**Section 6. Limitations on Back Pay**

Any back pay/damages awards in connection with a contract interpretation grievance shall be limited to a period of no longer than ninety (90) days. No arbitrator shall have authority to make an award in such a case in excess of the ninety (90) days here specified.

**ARTICLE 20  
SUCCESSORS AND ASSIGNS**

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 be binding until its termination.

**ARTICLE 21  
NON-DISCRIMINATION**

The Hospital will not discriminate in the terms and conditions of employment based on any legally protected classification.

**ARTICLE 22  
CLINICAL LADDER**

Any clinical ladder which the Hospital maintains or implements will be reviewed by the Professional Practice Committee (or any other committee, council, or group which the parties may agree upon), which will submit any recommended changes, which the Committee agrees upon, to the Hospital's Chief Nursing Officer. The Hospital retains the right to accept, reject or modify any such recommendations.

**ARTICLE 23  
WAGES**

**Section 1. Regular Full-Time and Part-Time Nurses**

Effective January 8, 2010, each nurse covered by this Agreement, except for benefits ineligible nurses, will receive an increase equal to three percent (3%) of the nurse's base rate.

Effective January 8, 2011, each nurse covered by this Agreement, except for benefits ineligible nurses, will receive an increase equal to three percent (3%) of the nurse's base rate.

Effective January 8, 2012, each nurse covered by this Agreement, except for benefits ineligible nurses, will receive an increase equal to three percent (3%) of the nurse's base rate.

**Section 2. Benefits Ineligible Nurses**

Effective January 8, 2010, benefits ineligible nurses will receive a two percent (2%) rate increase of the rate applicable to their Category as specified in Appendix A.

Effective January 8, 2011, benefits ineligible nurses will receive a two percent (2%) rate increase of the rate applicable to their Category as specified in Appendix A. For benefits ineligible nurses, the rate paid will be based on the shift(s) in which the hours of work fall. For benefits ineligible nurses, day shift hours are hours worked between 7:00 a.m. and 3:00 p.m.; evening/night hours are worked between 3:00 p.m. and 7:00 a.m. In accordance with Hospital policy, for hours outside of 7:00 a.m. and 3:00 p.m., a minimum of four hours must be worked in the evening/night shift to receive the evening/night rate of pay, and nurses will receive evening/night rates only for the hours worked between 3:00 p.m. and 7:00 a.m.

**Section 3. Preceptors**

Nurses who serve as preceptors will be paid \$ 2.00 per hour beyond their base rate when they are precepting. Nurses who serve as charge nurses will be paid \$ 2.75 per hour beyond their base rate when they serve as charge nurses. The preceptors and charge nurse pay will follow the guidelines established in the related job description, as it may be changed from time to time by the Hospital.

**Section 4. Regular Rate and Base Rate**

As used in this Agreement, the term "regular rate" shall mean the straight time rate of pay per hour assigned to the nurse's position, including shift differential where applicable.

As used in this Agreement, the term "base rate" shall mean the straight time rate of pay per hour assigned to the nurse's position, excluding shift differential and any other form of premium pay or wage supplement.

**Section 5. Retention Pay**

Nurses shall be eligible for a retention bonus beginning on January 1, 2006. Nurses who receive a satisfactory performance evaluation on their anniversary date shall receive the following retention bonus:

- A. Benefits Eligible nurses with five (5) or more years of seniority within the Hospital shall receive a \$250.00 retention bonus, starting on the first pay period following their anniversary date within the Hospital.
- B. Benefits Eligible nurses with more than ten (10) years or seniority within the Hospital shall receive a \$500.00 retention bonus, starting on the first pay period following their anniversary date within the Hospital.
- C. Benefits Eligible nurses with more than twenty (20) years of seniority within the Hospital shall receive a \$1,000.00 retention bonus, starting on the first pay period following their anniversary date with the Hospital.

**ARTICLE 24  
PREMIUM PAY**

**Section 1. Shift Differentials**

- A. Shift differential will be paid to regular full-time and regular part-time nurses (which excludes benefits ineligible nurses) only for hours worked between 3:00 p.m. and 7:30 a.m. In order to be eligible to receive shift differential payment, an employee must work a minimum of four (4) hours between 3:00 p.m. and 7:30 a.m. Benefits ineligible nurses shall not receive the shift differential specified in this Section.
- B. Regular full-time and regular part-time nurses (which excludes benefits ineligible nurses) covered by this Agreement who work the second shift will receive ten percent (10%) of their base rate, and those who work the third shift will receive fifteen percent (15%) of their base rate.
- C. Paid leave time will be paid at the nurse's base rate.
- D. For purposes of this Section, the "second shift" for regular full-time and regular part-time nurses shall be the hours between 3:00 p.m. and 11:30 p.m., and the "third shift" for regular full-time and regular part-time nurses shall be the hours between 11:00 p.m. and 7:30 a.m.
- E. In the case of a regular full-time and regular part-time nurse working a shift that contains hours in both the second and third shifts, the nurse shall receive the differential applicable to the shift in which the hours are actually worked.

**Section 2. On-Call Pay**

- A. Nurses may, at times, be required to keep themselves on-call for return to work and will be paid at the current levels. 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 employees 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.
- B. If an on-call nurse is required to return to the Hospital while in an on-call status, that nurse will receive time and one half (1 1/2) of that nurse's regular rate of pay (as determined by applicable law), for all hours worked while at the Hospital.

**Section 3. No Pyramiding**

There shall be no duplication or pyramiding in the computation or payment of overtime with any other forms of premium pay or wage supplement. Where more than one type of premium pay or wage supplement applies to hours worked, the highest type of premium pay or wage supplement will be applied to the hours worked but no other type of premium pay or wage supplement will be applied.

**Section 4. Extra Weekend Shift Bonus**

A. Extra weekend shift bonuses shall be paid in accordance with the following schedule:

1. Regular full-time and regular part-time nurses who work weekend shifts in addition to their four (4) weekend shifts per month requirement will receive a one hundred and fifty dollar (\$150.00) bonus for each eight (8) hour extra weekend shift worked, two hundred twenty five dollars (\$225.00) for each twelve (12) hour extra weekend shift worked and three hundred dollars (\$300.00) for each sixteen (16) hour extra weekend shift worked.

2. Category B and Category C benefits ineligible nurses will receive a one hundred dollar (\$100.00) bonus for each eight (8) hour extra weekend shift worked; one hundred twenty five dollars (\$125.00) for each twelve (12) hour extra weekend shift worked and one hundred fifty dollars (\$150.00) for each sixteen (16) hour extra weekend shift worked.

B. "Weekend" for purposes of this Section shall mean 7:00 a.m. Saturday to 7:00 a.m. Monday.

**ARTICLE 25  
MANAGEMENT RIGHTS**

**Section 1. Functions**

All management rights, authority, functions and responsibilities which are not unequivocally and expressly restricted or limited by a specific provision of this Agreement are retained by the Hospital and shall remain vested exclusively in its sole discretion without regard to any past practice or condition.

The parties recognize that such rights, authority, functions and responsibilities include but are not limited to: the full control, planning, management and operation of its business and its facilities; the determination and scope of its activities and/or treatments, procedures, products or services to be offered, developed, eliminated, modified or used and all methods pertaining thereto, including the location, size and number of units, departments and facilities; the determination of materials, parts, products, machinery and equipment to be acquired, utilized or discontinued and the layout and scheduling thereof; the determination of hiring and qualifications for nurses; the training of new nurses; the right to require nurses to submit to a medical examination by the Hospital; the establishment of quality standards and performance standards, procedures and evaluations; the right to determine, increase or decrease staffing for any unit or department; the determination of employee schedules and the right to require overtime work of nurses; the right to utilize, assign and/or transfer nurses as necessary in the interests of operational efficiency and patient care; the right to organize, reorganize, combine or discontinue units or departments, or to transfer, contract or subcontract all or any portion of the work now or hereafter done by nurses regardless of whether it may cause a reduction in the workforce; the right to introduce new or improved procedures, methods, treatments, services, machinery or equipment, to make technological changes or to discontinue procedures, methods, treatments,

services, machinery or equipment regardless of whether such introduction, use or discontinuance may cause a reduction in the working force; the right to lay off or RIF nurses; the right to discipline, suspend, demote or discharge nurses for cause; the right to promote or transfer nurses; the determination of which of its units, departments, facilities or services or any part thereof shall be opened, operated, relocated, shut down, sold, transferred or abandoned; the right to terminate, merge, consolidate, sell or otherwise transfer its business or any part thereof; the right to enter joint ventures; the determination of the number of nurses and the assignment of duties thereto; the right to select lead and supervisory personnel and the assignment of their work, including the right to assign temporarily to supervisors work normally performed by members of the unit covered by this Agreement; the staffing of equipment and the right to change, increase or reduce the same; the right to establish, combine, add, change or abolish jobs, duties, classifications and descriptions and to establish and assign pay grades to any new, changed or combined jobs; the right to assign consistent with the licensing requirements of the D.C. Health Occupations Revision Act applicable to registered nurses, duties normally performed by members of the unit covered by this Agreement to nurses in classifications not covered by this Agreement; the right to make, modify and eliminate rules governing employee conduct; and the right to maintain order and efficiency. The Hospital agrees that it will not exercise these rights in a manner inconsistent with the terms of this Agreement.

### **Section 2. Subcontracting and Technological Change**

The Hospital has the right to discontinue operations in whole or in part, to subcontract, to transfer, sell or otherwise dispose of its business in whole or in part, to determine the number and type of nurses required and to take such other measures as management may determine to be helpful to the orderly or economic operation of the Hospital. The Association recognizes that the Hospital may introduce revisions in the method or methods of operation due to technological change or otherwise. The Association agrees that nothing contained in this Agreement shall prevent the implementation of any program or work force reductions to be hereinafter undertaken by the Hospital in connection with the exercise of the rights specified in this Article.

### **Section 3. Workplace Restructuring**

The Hospital has the right to devise and implement changes, including but not limited to changes in job duties, job classifications, job standards, performance requirements and any and all related matters including pay rate changes, as a result of or identified by any restructuring, reengineering or similar process.

**ARTICLE 26**  
**NO STRIKES, WORK STOPPAGES, SLOW-DOWNS,**  
**REFUSAL TO CROSS PICKET LINES OR LOCK-OUTS**

It is recognized that the Hospital is engaged in a public service requiring continuous operation and it is agreed that such obligation of continuous service also is accepted by the nurses and the Association.

**Section 1. Prohibited Conduct**

So long as this Agreement is in effect, there shall be no strikes, sit-downs, slow-downs, stoppages of work or any unlawful acts that interfere with the Hospital's operations. The Association agrees that this obligation not to strike also includes the right not to engage in sympathy strikes. The Association will take affirmative action to prevent and stop any such action that occurs regarding this commitment. In consideration of the Association's no-strike pledge, the Hospital shall not lock out nurses during the term of this Agreement.

**Section 2. Association's Duties In Case of Employee(s)' Prohibited Conduct**

- A. Notify nurses orally and in writing of its disapproval of such activity and to cease such activity and return to work immediately, and;
- B. Publicly disavow such activity by the nurses.
- C. Notice delivered by telegraph, telecopier, overnight delivery or hand delivery will be valid for purposes of this Article.

**Section 3. Hospital's Rights and Remedies**

In the event of a claimed violation of this Article, the Hospital shall have the right after written notification to the Association, without waiving any of its other rights or remedies available under this Agreement or in law or equity, to seek and obtain immediate judicial restraint of the prohibited action.

**ARTICLE 27**  
**ALCOHOL AND DRUGS**

**Section 1. Testing**

- A. The parties recognize that health care providers adversely affected by chemical substances represent a threat to the health and safety of themselves, their patients and others in the Hospital environment. To help ensure a safe workplace conducive to the delivery of quality health care, the Hospital shall have the right to test for alcohol or drugs when there is a reasonable suspicion and objective evidence that a nurse is adversely affected by a chemical substance.





B. The Hospital will develop guidelines and provide training to assist managers in making the initial determination that a nurse's job performance may be adversely affected by alcohol or drugs.

C. The Chief Nursing Executive (or his/her designee) or the Hospital's Vice President of Human Resources (or his/her designee) shall approve the decision to require testing. The safety of patients, staff and the nurse will be a guidepost in the Hospital's course of action.

**Section 2. Refusal To Take Test**

If a nurse refuses to undergo an alcohol or drug test, the nurse shall be subject to referral for counseling or treatment and/or disciplinary action, up to and including immediate termination.

**Section 3. Pay While Seeking Treatment**

A nurse who takes leave to obtain treatment for alcohol or drug abuse shall have the option of using Accumulated Leave or Disability Reserve.

**Section 4. Return to Work**

A nurse who takes leave for alcohol or drug abuse treatment shall provide certification of fitness for duty from the nurse's health care provider prior to returning to work.

**ARTICLE 28  
HOSPITAL POLICIES**

To the extent a subject or matter is not specifically covered by this Agreement, the applicable Hospital policies, including human resources and patient care policies, shall govern. The Hospital shall have the right and authority to modify, eliminate or create new policies, including human resources department and patient care division policies, including any policies referenced in this Agreement, to the extent their specific subject matter is not covered by this Agreement. The Hospital shall provide a copy of any new or modified policies to the Association at least thirty (30) days prior to their implementation. Upon request, the Hospital will meet and discuss new or modified policies with the Association, and will consider the Association's input prior to implementing the new or modified policies.

**ARTICLE 29  
PAID LEAVE PLAN**

The Hospital shall provide paid leave time to eligible nurses covered by this Agreement pursuant to a paid leave plan that contains both Accumulated Leave (AL), which includes paid leave vacations, holidays, personal leave and sick leave time, and a Disability Reserve (DR), which provides paid leave for specified periods of illness in addition to the leave provided for in AL. This plan does not include other forms of paid leave that are provided for separately in this Agreement.

Section 1. Accumulated Leave

A. Regular full-time nurses shall receive AL according to the following schedule<sup>1</sup>:

<u>Years of Employment</u>	<u>Accrual Rate Per Hour Worked</u>	<u>Hours Earned Annually</u>	<u>Max Hours to be Accrued</u>
1-4	.1000	208	320
5-9	.1193	248	400
10+	.1385	288	480

Regular part-time nurses shall receive the same amount of AL, but prorated based upon hours worked.

B. AL will be paid at the nurse's base rate. Cash conversion and terminal pay of AL also will be paid in this manner.

C. Nurses can not accrue more than the maximum number of hours listed in Paragraph A of this Section. Once a nurse reaches the maximum, further accumulation of hours will occur only when the total accumulation is reduced to a level below the maximum and no payments will be made for leave earned after reaching the maximum accumulation.

D. When a nurse resigns or voluntarily terminates his or her employment and provides the required written notice in advance, all AL hours shall be paid out during the last pay period worked. If the nurse does not work as scheduled during the required notice period, all AL hours shall be forfeited. In addition, all unused AL will be paid out according to the nurse's regular work schedule prior to the beginning of an approved leave of absence.

E. AL may be converted to cash at the Hospital's option in those cases where a nurse is near the maximum allowable AL balance and the Hospital is short-staffed, or at the nurse's request.

F. AL days must be scheduled and arranged for in advance (with the exception of those due to illness and emergency). "In advance" means with ample time for the supervisor or department head to secure sufficient coverage for all time absent. AL may be taken at any time during the calendar year, subject to the operational and/or staffing needs of the departments.

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<sup>1</sup> This schedule is based upon 2080 hours as one year of service; AL will be accrued based on actual hours worked.

While the Hospital will attempt to meet the convenience of nurses in AL scheduling, AL must be scheduled in accordance with departmental policies and procedures.

G. When AL is being used for an absence due to illness or DR is used, nurses must notify their supervisors in accordance with applicable departmental policies and practices. Nurses returning from five or more days of absence due to illness must provide a physician's certification. A physician's certification may also be required prior to return to duty after an absence of less than five days if, in the Hospital's discretion, it is necessary for the protection of nurses (including the nurses using AL) or patients.

**Section 2. Disability Reserve**

A. Regular full-time nurses shall receive DR according to the following schedule<sup>2</sup>:

<u>Years of Employment</u>	<u>Accrual Rate Per Hour Worked</u>	<u>Hours Earned Annually</u>	<u>Max Hours to be Accrued</u>
1-4	.0269	56	225
5-9	.0230	48	465
10+	.0192	40	750

Regular part-time nurses shall receive the same amount of DR, but prorated based upon hours worked.

B. Accrued DR may be used in the following circumstances:

1. When a nurse has been absent from work due to an illness for five consecutive scheduled work days, he or she may begin using DR on the sixth day;
2. A nurse may use DR for any period of hospitalization (regardless of length);
3. A nurse may use DR when absent from work after a surgery for up to three days and additional days with a physician's authorization; and
4. After a worker's compensation claim has been approved by the insurance company, a nurse may use DR for the lost time not paid for by the insurance company for up to three days of absence.

C. DR may not be converted into cash.

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<sup>2</sup> This schedule is based upon 2080 hours as one year of service; DR will be accrued based on actual hours worked.

**ARTICLE 30  
HOLIDAYS**

**Section 1. Recognized Holidays**

The Hospital recognizes eight paid holidays. The Hospital recognizes the following eight holidays:

New Year's Day	January 1st
Martin Luther King's Birthday	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25th

**Section 2. Use if Accumulated Leave**

Regular full and regular part-time nurses not scheduled to work on recognized holidays will be compensated in accordance with established Accumulated Leave policies, which is paid after leave has been accrued. At the request of the nurse, paid time off for holidays will be deducted from the Accumulated Leave bank and is not in addition to Accumulated Leave.

In those cases where regular full and regular part-time nurses are required to work on a recognized holiday, no accumulated leave shall be deducted from the nurse's leave banks, and they will receive a holiday premium of one and one-half times their base rate for all hours worked. When a regular full or part-time nurse is required to work on a recognized holiday and is paid a premium of one and one-half times the nurse's base rate for all hours worked on the holiday, no Accumulated Leave will be deducted from the nurse's leave bank.

**Section 3. Eligibility**

To be eligible for holiday pay, the nurse must have worked the last scheduled shift before the holiday, must report to work on the holiday (if scheduled) and must work the entire first scheduled shift after the holiday. Failure to meet these requirements will result in forfeiture of holiday premium pay (except if a holiday falls during a scheduled paid vacation) or the ability to use AL for the holiday, as applicable.

**Section 4: Holidays During Unpaid Leave**

Nurses who are in a period of unpaid leave are not eligible for holiday pay.

**Section 5. Work on Holidays**

All nurses may be required to work on holidays. Scheduling requests will be handled in accordance with departmental practices and final decisions are made at the discretion of the supervisor or Department Head.

**Section 6. Holidays on Scheduled Days Off**

If a holiday falls on a nurse's regular day off, the nurse may be scheduled an alternative day off. Such alternative day off will be scheduled with the approval of the nurse's manager.

**Section 7. Benefits Ineligible Nurses**

Benefits ineligible nurses who are required to work on a holiday will be paid one and one-half times the rate applicable to their category and shift for all hours worked on the holiday.

**Section 8. Other Procedures and Rules**

Other procedures and rules relating to holidays are set forth in the Hospital's Policies and Procedures Manual.

**ARTICLE 31  
JURY LEAVE**

**Section 1. Definitions**

Jury Leave is authorized absence of a nurse from scheduled work to serve on jury duty in response to a summons from a local or federal court.

Jury Leave Pay is compensation at the nurse's base rate for all scheduled hours that a nurse would have worked had he/she not been summoned for jury duty.

**Section 2. Eligibility**

All nurses are eligible for jury leave at date of hire up to thirty (30) days in any one calendar year, consistent with applicable law.

Jury leave pay will be granted only to regular full-time and regular part-time nurses.

**Section 3. Benefits**

Compensation for jury duty will be granted at the eligible nurse's base rate for all scheduled hours that the nurse would have worked had he/she not been summoned for jury duty. In no case will jury duty permit a nurse to receive more compensation than he/she would have received for working scheduled hours in the pay period in which the date of jury duty fell.

**Section 4. Hospital Policies**

Other rules and procedures relating to jury leave are set forth in the Hospital's Policies and Procedures Manual.

**ARTICLE 32  
COURT LEAVE**

**Section 1. Court Leave Pay**

Upon hire, nurses covered by this Agreement who appear in court or before an agency on behalf of the Hospital in response to a subpoena shall receive court leave pay.

**Section 2. Amount of Court Leave Pay**

Court leave shall be compensated at the nurse's base rate for all hours expended in court or before an agency on behalf of the Hospital on matters related directly to Hospital business in response to a subpoena.

**Section 3. Required Notice**

To receive such pay, nurses must provide prior notice of such appearance before a court or agency and furnish proof from the Clerk of the Court as to the number of hours/days spent before the court or agency.

**Section 4. Leave Without Pay**

Evening and night nurses who have completed a full day of court leave will be granted approved leave without pay for a scheduled shift occurring on the same day as the court appearance. Such nurses must provide prior notice of such appearance before a court or agency and furnish proof from the Clerk of the Court as to the number of hours/days spent before the court or agency.

**Section 5. Limitations**

Court leave pay shall not be granted for any subpoenaed appearances in which the nurse has made any type of claim against the Hospital or for subpoenaed appearances involving the nurse's personal matters, e.g., divorce or child custody hearings, creditors' claims, etc.

**ARTICLE 33  
MILITARY LEAVE**

**Section 1. Outline of Leave Policy**

Consistent with applicable law, time off will be granted to satisfy reserve status requirements.

**Section 2. Hospital Policies**

Rules and procedures relating to military leave are set forth in the Hospital's Policies and Procedures Manual.

**ARTICLE 34  
BEREAVEMENT LEAVE**

**Section 1. Outline of Leave Policy**

Bereavement leave is an authorized absence due to the death of a member of the nurse's immediate family (*i.e.*, spouse, parent, surrogate parent, parent-in-law, grandparent, sibling, or child) to observe the period of mourning.

**Section 2. Eligibility:**

- A. Regular full-time nurses are eligible for paid leave from their date of hire.
- B. Regular part-time nurses will be granted leave without pay for bereavement.
- C. Bereavement leave pay will be granted for twenty-four (24) scheduled work hours at the nurse's base rate. This will not be charged to Accumulated Leave.
- D. The nurse should request the leave prior to its being taken, except for unusual circumstances.
- E. The nurse must furnish documentation verifying the relationship of the deceased person.

**Section 3. Hospital Policies**

Other rules and procedures relating to bereavement leave are set forth in the Hospital's Policies and Procedures Manual.

**ARTICLE 35  
VOTING LEAVE**

**Section 1. Outline of Leave Policy**

The Hospital authorizes a paid absence at the nurse's base rate from work for a period of time for nurse to vote in local, state or federal elections if the polls are open only during those hours the nurse is scheduled to work.

**Section 2. Hospital Policy**

Rules and procedures relating to voting leave are set forth in the Hospital's Policies and Procedure Manual.

ARTICLE 36  
FLEXIBLE BENEFITS PROGRAM

**Section 1. Outline Of The Program**

A. The Hospital provides nurses with the flexibility of choosing the health care, dental care, vision care, life/accidental death and dismemberment insurance, and long-term and short-term disability insurance coverage that they believe most effectively meet their family and/or individual needs. Each benefit has a premium cost and eligible nurses receive "flex dollars" to help defray the costs of the coverage(s) they choose.

B. The Hospital retains the right to make changes to this program for nurses, including changing or eliminating benefits and carriers or providers, which the Hospital makes for employees generally. The Hospital will provide the Association with at least thirty (30) days' notice of such changes and shall meet and discuss them with the Association upon request.

**Section 2. Eligibility**

A. All regular full-time nurses are eligible for enrollment in the Flexible Benefits Program.

B. All regular part-time nurses categorized as a .5 through .8 FTE (with FTE status calculated based on a forty (40) hour work week) are eligible for enrollment in the Flexible Benefits Program.

C. Benefits ineligible nurses, temporary nurses, and part-time nurses categorized as a .1 through .4 FTE are not eligible for enrollment in the Flexible Benefits Program.

**Section 3. Receipt of Flex Dollars**

A. Commencing the first full month after completion of thirty (30) days of continued employment, all eligible nurses receive "flex dollars" each pay period to help defray the costs of the coverage(s) they choose.

1. Regular full-time (1.0 and .9 FTE) nurses receive 32 flex dollars.

2. Regular part-time (.5 through .8 FTE) nurses receive 21 flex dollars.

B. If a nurse uses more credits than those allotted, the difference will be deducted from the nurse's paycheck each pay period.

C. If a nurse uses fewer credits than those allotted, the nurse will receive the extra credits, after taxes, as cash back each pay period.

D. If the nurse terminates during the year, the nurse forfeits the amount not paid as of the date of his/her termination.



**Section 4. Benefits Offered Under the Flex Plan**

- A. Group Health Insurance
- B. Dental Insurance
- C. Vision Insurance
- D. Life and Accidental Death and Dismemberment Insurance
- E. Long Term Disability Insurance
- F. Short Term Disability Insurance

**GENERAL INFORMATION:**

1. Once a nurse makes his/her benefit choices, he/she cannot change the selection of benefits in accordance with the applicable Plan document which the Hospital may change for nurses as it does for employees generally.
2. Other rules and procedures relating to the Flexible Benefits Program are set forth in the Hospital's Policies and Procedures Manual.

**ARTICLE 37  
GROUP HEALTH INSURANCE PLANS**

**Section 1. Outline of Group Health Insurance Policy**

The Hospital makes available through the Flexible Benefits Program the option of enrolling in the health insurance plans which are offered to employees generally. Nurses shall have the opportunity to participate in the health insurance coverage provided to employees generally at the same monthly percentage cost as employees generally. The Hospital retains the right to change the percentage cost for nurses as it changes the percentage cost for employees generally. Any eligible nurse who does not select one of the health insurance plans made available to them by the Hospital must sign a Release of Responsibility statement indicating that they are declining the health insurance available through the Hospital.

**Section 2. Eligibility**

- A. To be eligible to select health insurance coverage, a nurse must be eligible to participate in the Flexible Benefits Program as outlined in that Article and in the applicable plan documents.
- B. The waiting period to be eligible for health insurance coverage extends from a nurse's date of hire to the first day of the next month following his/her completion of thirty (30) days of continuous employment.

**Section 3. Benefits**

- A. In choosing a health insurance option, nurses should carefully review each plan's brochure for information regarding covered services, providers and premium costs.
- B. Once a selection has been made, nurses should refer to their plan's brochure to determine the procedure for obtaining health care services.

**Section 4. Hospital Policies**

Other rules and procedures relating to group health insurance plans are set forth in the Hospital's Policies and Procedures Manual.

**ARTICLE 38  
DENTAL INSURANCE**

**Section 1. Eligibility**

- A. To be eligible to select dental insurance coverage, a nurse must be eligible to participate in the Flexible Benefits Program as outlined in that Article and as specified in the applicable plan documents.
- B. The waiting period to be eligible for dental insurance coverage extends from a nurse's date of hire to the first day of the next month following his/her completion of thirty (30) days of continuous employment.

**Section 2. Benefits**

Nurses should refer to Plan brochures to determine the covered benefits and the procedure for obtaining dental care services.

**Section 3. Hospital Policies**

Other rules and procedures relating to dental insurance are set forth in the Hospital's Policies and Procedures Manual.

**ARTICLE 39  
LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE**

**Section 1. Eligibility**

- A. To be eligible to select life and accidental death and dismemberment (AD&D) insurance, a nurse must be eligible to participate in the Flexible Benefits Program as outlined in that Article and as specified in the applicable plan documents.
- B. The waiting period to be eligible for life and AD&D insurance coverage extends from a nurse's date of hire to the first day of the next month following his/her completion of thirty (30) days of continuous employment.

**Section 2. Benefits**

- A. There are four different levels of coverage from which to choose:
1. Basic \$5,000 (regular part-time nurses)/Basic \$10,000 (regular full-time nurses)
    - a. 1 X Annual Income (as defined in the applicable plan documents)
    - b. 2 X Annual Income (as defined in the applicable plan documents)
    - c. 3 X Annual Income (as defined in the applicable plan documents)
  2. Any amount of coverage for \$50,000 or more will be listed as imputed income on the nurse's W-2 form which makes it added income subject to federal, District of Columbia and social security taxes.
  3. AD&D insurance is equal to the amount of life insurance carried by the nurse. Benefits will be paid in the event the nurse loses a hand, foot or his/her sight in one or both eyes. In addition, if a nurse's death is the result of an accident, his/her life insurance benefit will be doubled.

**Section 3. Hospital Policies**

Other rules and procedures relating to AD&D insurance are set forth in the Hospital's Policies and Procedures Manual.

**ARTICLE 40  
LONG TERM DISABILITY INSURANCE**

**Section 1. Eligibility**

- A. To be eligible to select long term disability coverage, a nurse must be eligible to participate in the Flexible Benefits Program as outlined in that Article and as specified in the applicable plan documents.
- B. The waiting period to be eligible for long term disability coverage extends from a nurse's date of hire to the first day of the next month following his/her completion of thirty (30) days of continuous employment.
- C. A covered nurse may be eligible for this benefit if he/she is on workers' compensation leave.

**Section 2. Definition**

For purposes of this Article, disability may include injury, illness, or pregnancy and any other exclusions set forth in the Plan documents, except that disabilities resulting from injury arising out of or in the course of any employment for which the nurse is entitled to benefits under workers' compensation are excluded from this coverage.

**Section 3. Benefits**

- A. Long term disability insurance provides 60% of a nurse's monthly pay (as defined in the applicable plan documents) up to a maximum of \$5,000.00 per month.
- B. Benefits commence on the 91st consecutive day of disability. If benefits are available under short term disability for the maximum duration (60 days), long term disability will start on the first day of continuous disability following the expiration of short term disability benefits.
- C. Benefits may be reduced by any other income from such sources as Social Security Disability, pension benefits and workers' compensation benefits.
- D. Long term disability insurance benefits will cease in accordance with the rules applicable to Hospital employees generally.

**Section 4. Hospital Policies**

Other rules and procedures relating to long term disability insurance are set forth in the Hospital's Policies and Procedures Manual.

**ARTICLE 41  
SHORT TERM DISABILITY INSURANCE**

**Section 1. Eligibility**

- A. To be eligible to select short term disability coverage, a nurse must be eligible to participate in the Flexible Benefits Program as outlined in that Article and as specified in the applicable plan documents.
- B. The waiting period to be eligible for short term disability coverage extends from a nurse's date of hire to the first day of the next month following his/her completion of 174 hours of continuous employment.
- C. A covered nurse may be eligible for this benefit if he/she is on workers' compensation leave.

**Section 2. Definition**

For purposes of this Article, disability may include injury, illness, or pregnancy, except that disabilities resulting from injury arising out of or in the course of any employment for which the nurse is entitled to benefits under workers' compensation are excluded from this coverage.

**Section 3. Benefits**

- A. Short term disability insurance provides 60% of a nurse's weekly pay (as defined in the applicable plan documents) up to a maximum of \$500.00 per week.

B. Benefits commence on the 31st consecutive day of disability for a period of up to ninety (90) days, but will cease prior to the end of this ninety (90) day period if long term disability benefits become payable.

C. In cases where it has been certified that a covered nurse's illness or injury is terminal, the benefit is payable immediately.

D. Benefits may be reduced by any other income from such sources as Social Security Disability, pension benefits and workers' compensation benefits.

#### **Section 4. Hospital Policies**

Other rules and procedures relating to short term disability insurance are set forth in the Hospital's Policies and Procedures Manual.

### **ARTICLE 42 TUITION REIMBURSEMENT**

#### **Section 1. Definition.**

Tuition assistance is financial assistance provided by the Hospital to encourage and assist nurses in improving on-the-job skills and developing professionally in areas which will offer a benefit both to the nurse and the Hospital.

#### **Section 2. Eligibility.**

Regular full-time nurses who have been employed at the Hospital for at least one year are eligible to apply for tuition assistance.

#### **Section 3. Benefit Year.**

The benefit year for tuition assistance shall be the calendar year.

#### **Section 4. Maximum Benefits.**

Eligible nurses may receive up to 75% of the cost of tuition up to \$1250 per year.

#### **Section 5. Reimbursement.**

Nurses seeking reimbursement shall submit to their immediate supervisor a Request for Educational Reimbursement form together with course grades and appropriate receipts for tuition. If the nurse receives a "C" or better in the course, reimbursement of 75% will be made to the nurse in the following manner: one-half upon completion of the course and one-half after six (6) months of continuous employment.

#### **Section 6. Certification.**

The Hospital will provide recognition in specialty clinical nursing practice through reimbursement of expenses associated with the certification and recertification process.

- A. Registered nurses who attain certification through a recognized professional nursing specialty organization will be reimbursed for expenses up to \$500 at the time of the initial certification and each recertification.
- B. Nurses requesting reimbursement must have worked at the Hospital at least one year as a full-time nurse and be employed as a full-time RN at the time of the reimbursement request.
- C. Certification reimbursement will be paid only for initial certification and for recertification.
- D. Nurses who leave the Hospital for reasons other than "a layoff, prior to receiving their reimbursement pay, will forfeit the reimbursement.

### **ARTICLE 43 RETIREMENT PLAN**

#### **Section 1. Outline of the Plan**

Consistent with applicable law, the Hospital maintains an IRC §401(k) Plan ("§401(k) Plan"). The Hospital retains the right to modify the §401(k) Plan in order to remain in compliance with ERISA, IRS and any and all of the Federal, State and local laws and regulations applying to administration or maintenance of the §401(k) Plan. Regular full-time, regular part-time and benefits ineligible nurses (to the extent required by law) shall be eligible to participate in the §401(k) Plan as set forth in the §401(k) Plan document.

#### **Section 2. Contributions to §401(k) Plan**

- A. For any nurse who plans to participate in the §401(k) plan, the minimum nurse contribution is one percent (1%) per pay period. The maximum election contribution will be percent of compensation (as defined in the Plan) specified in the Plan subject to Internal Revenue Service limits.
- B. The Hospital will match nurse contributions at the rate of 50% of the first 6% of compensation contributed by the nurse to the §401(k) plan (maximum 3% match).

#### **Section 3. Changes to the 401(K) PLAN.**

Subject to the matching contribution specified in Section 2(b) of this Article, the Hospital retains the right to change the terms of the 401(k) Plan as well as change or eliminate administrators and providers as it makes such changes for employees generally. The Hospital also retains the right to modify the 401(k) Plan in order to remain in compliance with ERISA, IRS and any and all of the Federal, State and local laws and regulations applying to administration or maintenance of the 401(k) Plan. The Hospital will provide at least thirty (30) days' advance notice of such changes to the Association and will meet with the Association to discuss them upon request.

**Section 4. Hospital Policies**

Additional procedures and rules relating to the §401(k) plan are set forth in the Plan document.

**ARTICLE 44  
EDUCATIONAL LEAVE**

**Section 1. Outline of Leave Policy**

Educational leave is authorized paid absence from duty to attend training courses, meetings, seminars, etc., which are directly related to employment and which are requested by the Department Head.

**Section 2. Procedure**

Regular full-time and regular part-time nurses are eligible for educational leave from their date of hire. The Hospital pays leave time and expenses when authorized by the Department Head and CNO or COO.

**Section 3. Hospital Policies**

Other rules and procedures relating to educational leave are set forth in the Hospital's Policies and Procedures Manual.

**NEW ARTICLE 45  
EMERGENCIES**

In the case of an emergency or unforeseen contingency at the Hospital, in the Metro D.C. area, or otherwise impacting the patient population at the Hospital, including but not limited to a flood, blizzard, hurricane or tropical storm, fire, epidemic, disaster, terrorist activity, or catastrophe, the Hospital shall have the right to take appropriate and necessary actions to maintain patient care, as part of the Hospital's implementation of "Code Delta," a disaster code.

**ARTICLE 46  
MISCELLANEOUS BENEFITS**

**Section 1. Parking and Transportation**

The Hospital will provide free parking to nurses and any discount or metro pass subsidy that it generally provides to its employees.

**Section 2. Tardiness**

A nurse who swipes in between eight (8) minutes and fifteen (15) minutes after the start of his/her scheduled shift will be docked fifteen (15) minutes of pay.

Nurses shall receive a printout of their hours worked every Monday. If the nurses' paycheck is incorrect, the nurse shall be paid her corrected pay by the next pay cycle.

Section 3. Snow Days

Nurses who arrive within two (2) hours of their assigned shifts on an Inclement Weather day, as determined by the Hospital, will not suffer a loss in pay.


ARTICLE 47  
SEVERABILITY

The terms of this Agreement shall be enforceable only to the extent permitted by law. Should any term be limited in its enforceability or be unenforceable, the remaining terms of this Agreement shall remain in full force and effect.

ARTICLE 48  
TERM OF AGREEMENT

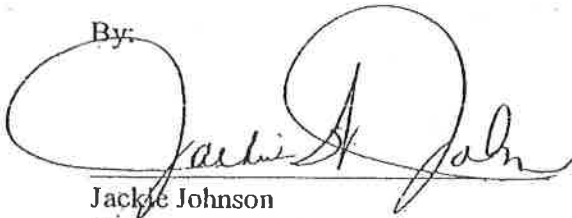
This Agreement shall be effective as of January 8, 2010, and shall remain in full force and effect through and including January 7, 2013, and from year to year thereafter unless written notice of a desire to modify or terminate this Agreement is given by either party to the other at least ninety (90) days prior to January 7, 2013 or to the end of any subsequent twelve (12) month period.

By:

  
\_\_\_\_\_  
Frank DeLisi  
Chief Executive Officer

2/26/10  
\_\_\_\_\_  
Date

By:

  
\_\_\_\_\_  
Jackie Johnson  
Vice President of Human Resources

2/25/10  
\_\_\_\_\_  
Date

By:

\_\_\_\_\_

\_\_\_\_\_  
Date



DISTRICT OF COLUMBIA NURSES ASSOCIATION

By:

Joan Greaves  
Joan Greaves

2/22/10  
Date

By:

Herman R. Brown, Jr.  
Herman R. Brown, Jr., Esquire

2/22/10  
Date

By:

Jack

\_\_\_\_\_  
Date

APPENDIX A

BENEFITS INELIGIBLE NURSES HOURLY WAGE RATES

<u>CATEGORY</u>	<u>HOURLY WAGE RATE</u>	
	<u>01/08/2010</u>	<u>01/08/2011</u>
<b>Category A (Any FTE Status)</b>		
Days:	\$36.08/hour	\$36.80/hour
Evenings/Nights:	\$38.20/hour	\$38.96/hour
<b>Category B (FTE Status of .5 or Below)</b>		
Days:	\$37.46/hour	\$38.21/hour
Evenings/Nights:	\$41.31/hour	\$42.14/hour
<b>Category C (FTE Status of .6 or Greater)</b>		
Days:	\$40.96/hour	\$41.78/hour
Evenings/Nights:	\$43.25/hour	\$44.11/hour
<b>Category D (FTE Status of .6 or Greater)*</b>		
Days:	\$44.46/hour	\$45.35/hour
Evenings/Nights:	\$49.01/hour	\$49.99/hour
<b>Category E (Emergency Room)</b>		
Days:	\$51.00/hour	\$52.02/hour
Evenings/Nights:	\$56.10/hour	\$57.22/hour

\*A nurse in this category will be paid at the rates specified in Category B for any shifts he/she works between the hours of 7:00 a.m. on Monday and 7:00 p.m. on Friday.

## SIDE LETTER NO. 1 - PYRAMIDING

This side letter, entered into by and between Capitol Medical Center, LLC, d/b/a/ United Medical Center and District of Columbia Nurses Association, is intended to provide examples of the application of the no pyramiding provision (Article XXIX, Section 3) of the parties' collective bargaining agreement. The examples set forth in this side letter address how compensation is calculated in two situations: (1) when a nurse works overtime (that is, more than 40 hours in a work week) on a holiday; and (2) when a nurse works overtime and receives shift differential payment(s) in the same work week. The examples are provided for purposes of illustrating the applicable principles and not for calculating the specific compensation owed to specific individuals.

### Section 1. Overtime and Holiday

If a nurse works 8 hours on a holiday, the nurse receives a holiday premium of one and one half times her regular rate as defined by applicable law. Thus, if the nurse has a base hourly rate of \$10.00, the nurse will be paid \$15.00 per hour for all hours worked on the holiday (holiday premium of  $\$10.00 \times 1.5$ ). If the nurse also works overtime in the week, or the nurse's work on the holiday was also overtime, the no pyramiding rule would apply. For example, if a nurse's work on a holiday was also overtime, the nurse could claim that she should receive either (1) \$20.00 an hour (that is, .5 times her base rate for overtime and .5 her base rate for working on a holiday) or (2) \$22.50 an hour for the hours worked on the holiday (that is, .5 times her \$15.00 holiday rate). Without pyramiding, and under applicable wage-hour law, the holiday pay is taken as credit against any overtime owed. Since the holiday premium is the same as the overtime rate, the payment on the holiday premium cancels out any overtime payment due. Thus, the nurse would receive \$520.00 (\$400.00 in straight time and \$120.00 ( $8 \times \$15.00$ ) for the overtime/holiday hours.

### Section 2. Overtime and Shift Differential in a Work Week

When a nurse works overtime and receives shift differential in a work week, the shift differential is included in calculating the nurse's regular rate of pay as defined by applicable law for purposes of determining the overtime compensation owed. For example:

Nurse works 40 hours at \$14.75/hour.

Nurse receives a shift differential of \$1.25/hour for every hour worked.

Nurse works 3.5 hours of overtime.

Nurse's regular rate of pay as defined by applicable law is \$16.00/hour. (This regular rate would be different if the employee did not receive shift differential for all hours worked). For the entire week, the employee would receive \$724.00 ( $43.5 \text{ hours} \times \$16.00 = \$696.00$  plus  $3.5 \text{ hours} \times \$8.00 = \$28.00$ ).

Where a nurse's work schedule for the week includes both hours to which a shift differential applies and hours to which it does not apply and the nurse works overtime hours in that week, what is known as the weighted average method will be followed to determine the

nurse's regular rate as defined by applicable law. For example, if a nurse works 40 hours at her base hourly rate of \$10.00 an hour and 8 hours at \$11.50 (that is, on a shift which has a 15% differential), her compensation will be calculated as follows:

$$\$400.00 (\$40.00 \times \$10.00) \text{ plus } \$92.00 (8 \times \$11.50) = \$492.00$$

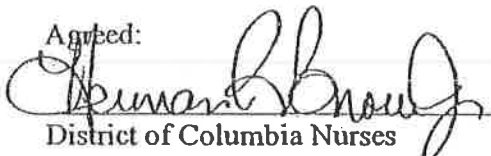
$$\$492.00 \div 48 \text{ hours} = \$10.25$$

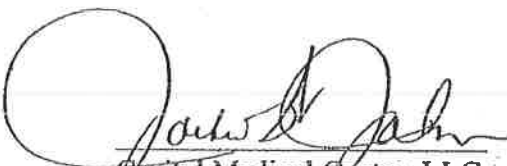
$$8 \times 5.13 (\$10.25 \times .5) = \$41.04 \text{ (overtime compensation)}$$

$$\text{Total compensation} - \$492.00 + \$41.04 = \$533.04$$

In these circumstances, the nurse would not receive time and a half for the 8 hours based on the rate of \$11.50 (which would be \$5.75 x 8 hours) because this would be impermissible pyramiding.

Agreed:

  
District of Columbia Nurses  
Association

  
Capitol Medical Center, LLC  
dba United Medical Center

2/22/10  
Date

2/25/10  
Date

NEW SIDE LETTER NO. 2 - ASSLA

Herman R. Brown, Jr., Esquire  
Executive Director  
D.C. Nurses Association  
5100 Wisconsin Avenue, N.W., Suite 306  
Washington, DC 20016

Re: United Medical Center – D.C. Accrued Sick and Safe Leave Act

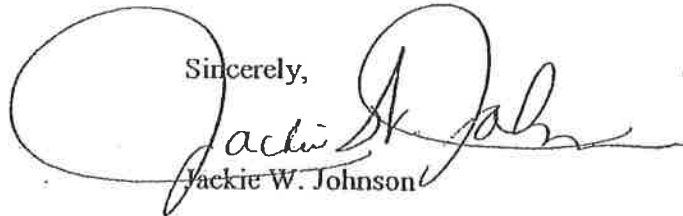
Dear Mr. Brown:

This confirms the parties' agreement regarding the relationship between the recently enacted District of Columbia Accrued Sick and Safe Leave Act of 2008 ("ASSLA") and the sick leave provisions of the collective bargaining agreement between United Medical Center ("the Hospital") and DCNA for the period January 8, 2010 through January 7, 2013 ("CBA").

Specifically, the sick leave provisions of the CBA encompass the leave required by ASSLA and will not be interpreted to require additional paid leave or additional reasons for using the paid leave provided for in the CBA except to the extent required by ASSLA. Further, in light of the sick leave provisions of the CBA, the provisions of ASSLA as they apply to RNs covered by the CBA are waived to the full extent such waiver is permitted by law.

If the following is acceptable to DCNA, please sign below on the space indicated to signify DCNA's agreement.

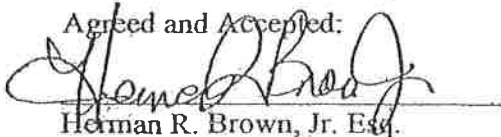
Sincerely,



Jackie W. Johnson

Vice President of Human Resources

Agreed and Accepted:



Herman R. Brown, Jr. Esq.  
Executive Director  
District of Columbia Nurses Association



Extension of Current Agreement

The parties hereby extend the duration of the current collective bargaining agreement from March 5, 2014 to June 5, 2014. The application of retroactivity to March 5, 2014 be included in negotiations.

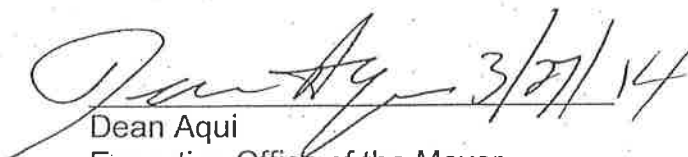
Signed and agreed to this 19th day of March 2014.

For DCNA:

For Not for Profit Hospital (United  
Medical Center):



Veronica A. Scales  
Labor Liaison



Dean Aqui  
Executive Office of the Mayor

