

**INITIAL NONECONOMIC PROPOSALS OF MWHC TO NNU  
NEGOTIATIONS FOR A SUCCESSOR COLLECTIVE  
BARGAINING AGREEMENT  
SEPTEMBER 17, 2014**

The Employer reserves the right to withdraw, delete, add, amend, or modify any and all of these proposals and to introduce additional proposals.

## AGREEMENT

THIS AGREEMENT, effective as of May 8, 2011, is made and entered into by and between the WASHINGTON HOSPITAL CENTER (hereinafter referred to as the “Hospital”) and NATIONAL NURSES UNITED, AFL-CIO (hereinafter referred to as the “Union”).

### § 1.3 Introductory Employees:

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

#### § 1.4 Trial Period Upon Transfer:

A Nurse transferring from one Clinical Service Area (“CSA”), as defined in Article 10.1 below, to another shall be on trial for ~~twenty-five (25)~~thirty-five (35) scheduled and worked shifts. A Nurse transferring from one unit to another within the same CSA shall be on trial for twenty-five (25) scheduled and worked shifts. During any such trial period, the Hospital may return the Nurse to her/his former CSA or unit, whichever is applicable, if available. This trial period may be extended by the parties with mutual consent which shall be reduced to writing and signed by the parties. In the event that the Nurse returns to her/his former CSA, the Nurse shall be given her/his former position, if available, or if not available, an available staff nurse position within her/his CSA. If no position is available in the CSA, then the Nurse will be offered a choice among current vacant staff nurse bargaining unit positions, provided that the Hospital, in its sole discretion, determines that the Nurse possesses the necessary and requisite skills to perform the work.

### § 3.2 Discharge and Discipline for Just Cause:

(a) The Hospital shall have the right to discharge, suspend without pay or impose other disciplinary action for just cause, provided, however, that the affected Nurse shall be given an opportunity to respond to the alleged misconduct or performance deficiencies or problems prior to the decision to impose discipline. Any disciplinary action must be initiated within thirty (30) ~~fifteen (15)~~ calendar days of the Nurse's immediate supervisor becoming aware of the conditions giving rise to the discipline. Initiate means that the Hospital has given the Nurse written notice of 1) discipline, 2) intent to recommend discipline, or 3) an investigation and the possibility of disciplinary action. Discipline will be administered within seven (7) ~~twenty-two (22)~~ calendar days of the Nurse's immediate supervisor initiating disciplinary action~~becoming aware of the conditions giving rise to the discipline~~, provided that this period will be extended when circumstances beyond the Hospital's control make it impossible to administer discipline within seven (7) ~~twenty-two (22)~~ days. All dismissals or disciplinary suspensions shall be without pay, provided, that during an indefinite suspension a Nurse may use any PTO accrued as of the date of suspension. In the event a suspension or discharge is subsequently withdrawn or reversed in arbitration, the Nurse may receive retroactive pay and benefits, as deemed appropriate by the arbitrator.

### § 3.3 Discipline Procedure:

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

(1) First Step – Written Warning: In a written warning, a Nurse will be provided with an explanation of his/her failure to meet established standards, and/or the deficiency or misconduct that must be corrected.

(2) Second Step – ~~Second Written Warning: In a second written warning, a Nurse will be provided with an explanation of his/her failure to meet established standards, and/or the deficiency or misconduct that must be corrected.~~ Suspension: Suspension shall require written notice to the Nurse, setting forth the reason(s) for the action.

(3) Third Step - Discharge, ~~Suspension or Other Disciplinary Action:~~ Discharge, suspension or other disciplinary action shall require written notice to the Nurse, setting forth the reason(s) for the action.

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

to the discipline or as a rationale for mitigation, in which case the Hospital may make fair use of any progressive discipline in the Nurse's inactive file.

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

#### § 4.1 Visitation:

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

#### § 4.2 Representation:

The Union may appoint a reasonable number of Shop Stewards in the bargaining unit, not to exceed thirty (30) individuals in total, and not to exceed more than one (1) Shop Steward per unit or specialty. The Union shall provide the Hospital with a list of all Shop Stewards. All Nurses, to the extent required by law, have the right to request the attendance, advice, and guidance of a Shop Steward or a Union Representative where reasonably available at any disciplinary conference or Step (1) grievance procedure.

**§ 4.9 Orientation:**

| The Union will be given at least [fourteen \(14\)](#) ~~thirty (30)~~ calendar days notice of the time, date, and physical location of Nurse orientation, and will be permitted to schedule a thirty (30) minute address at each Nurse orientation.

#### § 4.10 Access:

(a) If the Union provides ample advance notice (24 hours' notice for visits Tuesday-Friday; for visits that will occur on Saturday, Sunday, or Monday, WHC must receive notice by 5:00 p.m. the preceding Thursday) setting forth specific dates and times requested for meeting room space, the Hospital will make reasonable efforts to provide non-unit-based meeting room space in the main Hospital building for the Union's use for at least six (6) hours every other weekend and at least eight (8) hours on a weekday between 5:00 ~~PM~~AM and 5:00 ~~AM~~PM every other week, or, during the 120 days prior to the expiration of the Agreement, at least six (6) hours every weekend and at least eight (8) hours between 5:00 ~~PM~~AM and 5:00 ~~AM~~PM on a weekday every week. The Hospital will continue to make reasonable efforts to accommodate other reasonable requests for meeting room space on Hospital property at other time slots. The hours set forth above may not necessarily involve consecutive hours on a single day, and the parties recognize that the Hospital is not obligated to satisfy the specific requests of the Union with respect to times, days of the week, or locations.

~~————(b) The Hospital shall provide to the Union, during the term of this Agreement, a secure office in the East Building for the exclusive use of the Union, subject to the normal rules and limitations governing the use of office space at the Hospital. The office will be provided at a fair market rate determined by a third party who is mutually selected by the parties. The Hospital shall not be responsible for any injury or loss to any person or property relating to the use of the office.~~

#### **§ 10.4 Procedure for Reduction in Force:**

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

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

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

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

~~In the event that an insufficient number of Nurses volunteer, then such R~~reductions in force shall be by inverse order of Hospital seniority. The following reduction in force procedure shall apply. A Nurse may select any option within the First Round. If a Nurse is unable to obtain a position in the First Round, the Nurse may select any option within the Second Round. If the Nurse is unable to obtain a position within the Second Round or is unsuccessful during orientation, the Nurse shall be a part of the reduction in force with all rights and benefits afforded under this Agreement in the event of a reduction in force.

(a) First Round

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

OR

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

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

OR

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

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

#### (b) Second Round

If the Nurse is unable to obtain a position in the First Round:

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

OR

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

(c) Resignations

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

(d) Subsequent Transfers

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

**§ 11.3(a) Self Scheduling:**

(viii) Self scheduling committees and Nurses will have reasonable access to work schedules that have been finalized by the Hospital in accordance with the unit's self scheduling practices. On request of the self scheduling committee or a Nurse, the Hospital will provide [the work schedule in an electronic format](#) ~~a hard copy of the published work schedule~~, provided, however, that the Hospital shall not be obligated to provide any revisions made to the work schedule after it is published.

### § 11.3(b) Shift Flexibility

(i) Each Nurse may register his/her preference for length of shift (e.g., eight (8), ten (10), and/or twelve (12) hours) and may revise that designation from time to time (at least six weeks prior to the commencement of a time schedule). ~~Nurses who, as of the effective date of this Agreement, have requested and are working exclusively eight (8) hour shifts, shall continue to work exclusively in an eight (8) hour shift until the Nurse leaves the Hospital's employment, transfers into another position, submits a preference for length of shift other than an eight (8) hour shift, or the position is eliminated.~~ The Hospital will make a good faith effort to schedule Nurses consistent with submitted preferences, for twelve (12) hour shifts, or for ten (10) hour shifts on units where the Department Head assigns such shifts.

### § 11.3(e) Scheduling

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

**§ 11.3(f) Regular Day Shift Assignments:**

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

Regular shift assignments will be available, ~~as specified in (ii) below,~~ to any regular Nurse who has completed her/his introductory period. Regular full-time day shift assignments will be made available as determined by the Hospital, in its sole discretion, and filled consistent with Article 20-.

~~(ii) The minimum number of regular day shift assignments made for all nursing units where rotational shifts occur will be based on the following formula:~~

~~1-10 authorized weekday (excluding WIN) FTE Nurse: 1 regular day shift position;~~

~~11-16 authorized weekday (excluding WIN) FTE Nurse: 2 regular day shift positions;~~

~~17-30 authorized weekday (excluding WIN) FTE Nurse: 4 regular day shift positions;~~

~~31-40 authorized weekday (excluding WIN) FTE Nurse: 5 regular day shift positions;~~

~~41-50 authorized weekday (excluding WIN) FTE Nurse: 6 regular day shift positions;~~

~~51 or more authorized weekday (excluding WIN) FTE Nurse: 7 regular day shift positions.~~

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

~~(iii) The regular day shift provisions specified above shall not apply to the Operating Rooms. Instead, in the Operating Rooms, there shall be at least fifteen (15) regular day shift positions in the Main Operating Room and there shall be at least eight (8) regular day shift positions in the Third Floor Operating Room. Vacancies in these positions shall be filled consistent with Article 20. The Operating Room Subcommittee of the Labor Management Committee will explore the possibility of increasing the number of regular day shift positions in the Operating Rooms.~~

#### **§ 11.4 Rest Periods:**

Whenever patient care coverage permits, Department Heads shall attempt to schedule two (2) fifteen (15) minute rest periods, one each half of the work day, for each Nurse. Rest periods shall be taken, whenever possible, off the patient care area. Notwithstanding the above, the scheduling of rest periods shall remain wholly within the discretion of each Department Head, and a Nurse shall not be entitled to any compensation for any missed rest period(s), whether scheduled or not. [A Nurse may not aggregate or accumulate rest breaks in order to take a longer break.](#)

### § 11.7 Reassignment of Nursing Staff:

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

(a) The Hospital shall reassign Nurses in inverse order of Hospital seniority. Each unit shall document, in the same manner, the Nurse reassignments and such reassignments will be made on a rotational basis. To the extent consistent with patient care needs, Nurses newly hired below Step 2 will not be involuntarily reassigned for one hundred eighty (180) days from the date of hire. To the extent consistent with patient care needs, Nurses newly hired at Step 2 or above will not be involuntarily reassigned for ninety (90) days from the date of hire. To the extent consistent with patient care needs, Nurses who transfer between Clinical Service Areas will not be involuntarily reassigned for thirty (30) scheduled and worked shifts following the date of transfer. The Hospital may reassign a Nurse sooner than the time limits set forth in this Section if it determines, in its sole discretion, that the Nurse possesses the necessary and requisite skills to perform the work, especially if the Nurse previously worked on the Unit to which the Nurse is being reassigned.

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

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

~~(d) Regular Nurses who sign up for overtime or additional shift assignments on a particular unit shall indicate, at the time they sign up, their unwillingness preference to be regarding reassigned reassignment outside that unit. The Hospital will make a good faith effort not to reassign a Nurse who indicates a preference for not being reassigned. In the event that such a nurse is not needed on that unit, that nurse will not be reassigned outside the unit~~

~~involuntarily and has the option to go home or accept the reassignment. If such a Nurse opts to stay, she/he shall be reassigned before any regularly scheduled Nurse on that unit.~~

~~(e) Reassignment of regular Nurses which is believed to be excessive is an appropriate topic for review by the Nurse Staffing and Productivity Committee.~~

## § 12.1 Holidays:

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

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

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

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

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

(1) All Nurses shall submit a list prioritizing the following three holidays on which they would like to be off-duty: Thanksgiving Day, Christmas Day, and New Year's Day. These lists must be submitted according to Department practice no later than the Friday before Labor Day.

(2) By Department, the Hospital shall schedule each Nurse to be off-duty on the holiday that is the highest possible on the Nurse's prioritized request pursuant to staffing needs and Hospital seniority.

(3) After each Nurse has been assigned one holiday off-duty, the assignment of prioritized requests shall continue until staffing needs have been met.

(4) The Hospital shall rotate, as equally as feasible, Thanksgiving, Christmas, and New Year’s Day, and shall endeavor to schedule holidays so that Nurses shall not be required to work the same holiday two years in a row.

(5) Requests for other holidays must be submitted according to Department practice no later than four (4) weeks prior to the commencement date of the schedule in which the holiday falls. Any Nurse desiring a holiday off must have the necessary seniority at the time the request must be submitted.

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

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

~~(e) All requests to be off duty on Thanksgiving Day, Christmas Day, or New Year’s Day must be submitted according to Department practice no later than four (4) weeks prior to the commencement date of the first day of the schedule in which the Thanksgiving Day holiday falls. Requests for other holidays must be submitted according to Department practice no later than four (4) weeks prior to the commencement date of the schedule in which the~~

~~holiday falls. Any Nurse desiring a holiday off must have the necessary seniority at the time the request must be submitted.~~

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

**§ 13.1 (a) Paid Time Off (PTO):**

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

### **§ 14.2 Voting Leave:**

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

**§ 18.2 Arbitrator Selection:**

1. Within thirty (30) calendar days following the referral of a grievance or dispute to arbitration as provided in this Agreement, the Employer and the Union will attempt to agree on an Arbitrator.

2. If the parties fail to agree on an Arbitrator within this period, the party seeking arbitration shall request the Federal Mediation and Conciliation Service ("FMCS") to provide a list of seven (7) Arbitrators. Each party reserves the right to initially strike the entire list and request a second list of seven (7) Arbitrators from FMCS.

3. The parties shall alternately strike names from the list until one Arbitrator is left. The party to strike first shall be determined by lot.

~~If the matter is referred to arbitration, the matter will be assigned to one of the arbitrators from the panel listed below:~~

~~Richard I. Bloch~~

~~2. — Herbert Fishgold~~

~~3. — Joshua Javits~~

~~4. — Roger P. Kaplan~~

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

#### § 18.4 Authority of the Arbitrator:

The Arbitrator's authority will be limited to interpreting the provisions of this Agreement. The Arbitrator shall have no authority to add to, subtract from, or to change this Agreement in any way. The arbitrator shall only have authority to apply the provisions of this Agreement and to render a decision on any grievance properly coming before the arbitrator, but shall not have the authority to amend or modify this Agreement or to establish any terms or conditions of this Agreement. The arbitrator shall only determine questions of procedural arbitrability. Further, the arbitrator shall have the authority to apply and interpret the provisions of this Agreement only insofar as may be necessary to the determination of such grievance. The Arbitrator shall have no authority to depart from the literal language of the Agreement and impose on either party limitations, restrictions or obligations not expressly provided for in this Agreement, nor shall he have the authority to hear or determine claims other than those submitted in the written grievance, or to hear or determine claims other than those of the grievant. Awards may or may not be retroactive, depending upon the determination of the equities of each case. Backpay awards may include reasonable interest, if deemed appropriate by the arbitrator. In the event any arbitral award is issued in a contract interpretation case providing for back wages or other retroactive relief, the arbitrator shall not have the authority to award an amount exceeding one hundred and eighty (180) days of pay or other retroactive relief. The decision of the arbitrator shall be final and binding on the Hospital, the Union, and the nurse(s) involved and shall not be inconsistent with the terms of this Agreement.

**ARTICLE 22**  
**LABOR-MANAGEMENT, QUALITY, AND PATIENT SAFETY**  
**CONSULTATION COMMITTEE**

§ 22.1 (a) The Union and the Hospital formed a joint Labor-Management, Quality, and Patient Safety Committee for the purpose of working collaboratively on issues of interest to both parties. The parties intend that this committee will enhance sound labor-management relations by fostering an atmosphere conducive to communications between the parties on a regular basis. The Labor-Management, Quality, and Patient Safety Committee will address issues of joint interest, including contract administration and other issues that will enhance the work environment for Nurses at the Hospital. The Labor-Management, Quality and Patient Safety Committee will, as the parties deem appropriate, establish Subcommittees to address particular topics, ~~such as professional nursing practice, and equal employment opportunity.~~ Within ninety (90) days after the effective date of this Agreement, the parties, through the Labor-Management, Quality, and Patient Safety Committee, will implement a process of offering contemporaneous exit interviews or surveys to a sampling of departing Nurses, and the information will be made available to both parties for analysis. Once implemented, neither the exit interview or survey process nor the interview or survey results themselves will be subject to the grievance and arbitration provisions of this Agreement.

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

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

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

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

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

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

decision of the Committee and any subcommittee created by it that involves the allocation of Hospital funds is subject to Hospital approval.

§ 22.2 Subcommittees created by the Labor-Management, Quality, and Patient Safety Committee, ~~Nursing Councils~~, and Hospital-wide committees upon which nurses serve shall update ~~(e.g., provide minutes to)~~ the Labor-Management, Quality, and Patient Safety Committee on matters before such committees ~~and councils~~ which affect the wages, hours, and working conditions of bargaining unit nurses; provided, however, it is not the intent of the parties to prevent implementation of decisions made by subcommittees created by the Labor-Management, Quality, and Patient Safety Committee, ~~Nursing Councils~~, or Hospital-wide committees, subject to section 22.1(e), unless implementation of a decision would conflict with the terms of this Agreement. Nothing contained herein shall be interpreted as waiving the Union's right to file a grievance contending that any such decision conflicts with the terms of this Agreement.

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

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

**(\*\*Also make global change to title of committee through CBA, including: 11.2(f); 11.6(c); 30.5(a); 30.5(b); 31.3; and 33.3(d))**

### § 29.1 (e) Performance Evaluations

(e) The Nurse must complete required annual competencies ~~within thirty (30) days of by~~ the Nurse's evaluation date. Failure to complete required competencies within the referenced time frame may result in the Nurse being removed from the schedule.

**ARTICLE 30**  
**NURSING PROCESS AND PATIENT CARE**

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

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

~~§ 30.3 (a) The Hospital and the Union agree that having appropriate staffing is essential to providing quality and safe patient care. The parties further agree that registered nurses should have a voice in determining staffing on each unit of the Hospital where they work. Finally, the parties agree that they should work collaboratively to achieve the objectives stated in this section.~~

~~(b) The Hospital and the Union shall establish a Nurse Staffing and Productivity Committee to meet the mutually agreed upon goals stated in Article 30.3(a). The goal of the Committee is to collaboratively develop, monitor, and improve a staffing matrix for each nursing unit where Nurses work, using the current staffing matrix as a starting point. Within six (6) months of the effective date of this Agreement, the Committee shall develop a modified staffing matrix and establish a mechanism for tracking how staffing on each nursing unit compares to the agreed upon staffing matrix. Thereafter, the Committee shall meet on a monthly basis to monitor nurse staffing pursuant to the agreed upon matrix and as measured by the agreed upon monitoring criteria and procedure. A neutral facilitator may be selected by the Committee to assist, to the extent necessary, the parties in meeting its objectives. The expense of any such facilitator selected shall be shared equally by the parties.~~

~~(c) The Hospital agrees to commit sufficient resources to make the matrix viable.~~

~~(d) The Committee shall consist of not more than ten (10) members — five (5) members designated by the Union and five (5) members designated by the Hospital.~~

~~(e) The Committee shall strive to discuss staffing objectives and the number of nurses, patient care technicians, agency nurses and temporary nurses utilized on each nursing unit in a collaborative manner and conduct its business by consensus decision making. The parties agree that the staffing matrix is a goal for staffing and is not to be construed or applied in a non-flexible manner. The parties recognize that deviations from the staffing matrix may be necessary due to nurse leaves of absence, unscheduled call offs, illness or injury of scheduled nurses and other factors. Further, the parties agree that the number of nurses assigned to a unit may also vary depending on time of day, patient acuity on the unit, experience and qualifications of nurses assigned to the unit, and other factors. The Hospital's staffing matrix will continue to be utilized during deliberations of the Committee and until a new staffing matrix is developed by the Committee.~~

~~(f) Where a pattern develops on a particular unit where staffing is inconsistent with the matrix goals for such unit, the parties will attempt to collaboratively agree upon a staffing solution to address such pattern.~~

~~————(g) Disagreements between the parties regarding issues covered by this Article, including matrix development, criteria to monitor the matrix and solutions to any identified issues of deviation from the matrix that cannot be resolved mutually by the parties shall not be subject to the grievance and arbitration procedures of this Agreement. The parties agree that the ultimate financial, operational and legal responsibility of providing appropriate staffing is the responsibility of the Hospital.~~

~~————(h) The Union may provide a summary report of ADOs (Assignment Despite Objection) that the Union believes contains an identifiable trend, pattern, or practice relevant to the work of the Nurse Staffing and Productivity Committee. The Committee will review the report as part of its goal of monitoring and improving the staffing matrix. Nothing in this Article is intended to prevent the parties from addressing in the most appropriate forum and mutually resolving any issues identified through the ADO forms.~~

~~————(i) By August 29, 2010, and monthly thereafter, the Hospital will provide electronic spreadsheet reports to the Union, detailing the total number of hours worked each month by all Temporary Nurses, listed by unit. Monthly usage reports will be provided to the Union within thirty (30) days after the last day of the month covered by each monthly report. During the first year following the effective date of this Agreement, the Hospital will make every reasonable effort to reduce the monthly utilization of all Temporary Nurses. The monthly target reduction shall be at least twenty percent (20%) below the monthly average of 19,860 hours that the parties consider representative of ordinary Temporary Nurse utilization during FY 2010 (i.e., monthly usage not counting operational vacancies or one-time procedures, such as MedConnect implementation). The targeted 20% reduction shall occur as soon as practical and be measured beginning in November 2010. The goal of the parties is to achieve on a monthly basis a reduction of Temporary Nurse hours by 20% by June 30, 2011. Thereafter, the Hospital, in cooperation with National Nurses United, will make every reasonable effort to further reduce the monthly utilization of all Temporary Nurses.————~~

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

**ARTICLE 32**  
**PERSONNEL FILE INSPECTION**

(b) Other Documentation: Copies of documentation which an individual supervisor or manager does not include in a Nurse's official personnel file shall, upon the Nurse's request, be provided to the Nurse and the Union if used to support discipline, counseling, coaching, or evaluation of the Nurse, provided, however, that the Hospital has the right to withhold confidential patient or privileged information. While the Hospital may redact documentation to preserve patient and/or third party confidentiality, the Hospital will not withhold the identity of a patient or other individual(s) if necessary to allow the Nurse to defend himself/herself in connection with discipline, counseling, coaching, or evaluation of the Nurse, with the understanding that the Nurse must maintain patient confidentiality and may not retaliate against any individual(s) so identified. A Nurse may provide documents or any other materials of the Nurse's choice to be placed with the documentation used to support discipline, counseling, coaching, or evaluation of the Nurse to refute or explain such documentation.

**ARTICLE 38 – FLOAT POOL NURSES**

[INCORPORATE TIER 2 LANGUAGE FROM MID-TERM SIDE AGREEMENT]

**ARTICLE 40**  
**DURATION OF AGREEMENT**

§ 40.1 This Agreement shall be in full force and effect ~~from the 8th day of May, 2014~~[INSERT DATE], to and including ~~the 15th day of November, 2014~~[INSERT DATE], and thereafter it shall be considered automatically renewed for successive periods of twelve (12) months unless at least ninety (90) days prior to the end of any twelve (12) month effective period, either party shall serve written notice upon the other that it desires cancellation, revision, or modification of any provision or provisions of this Agreement.

~~APPENDIX C~~

~~May 8, 2011~~

~~Stephen Frum RN  
Chief Shop Steward  
National Nurses United  
8630 Fenton Street, Suite 1100  
Silver Spring, MD 20910~~

~~Re: Side Letter Agreements~~

~~Dear Mr. Frum:~~

~~\_\_\_\_\_~~

~~\_\_\_\_\_ It is a mutual goal of the parties to reduce floating and to have schedules that recognize nurses' work life balance, while achieving the highest quality of patient care and satisfaction. To foster achievement of these goals, commencing with the calendar quarter ending June 30, 2010, the Nurse Staffing and Productivity Committee will review trends on a quarterly basis, review best practices, and make recommendations to the Hospital for implementation. Thereafter, as appropriate, the Nurse Staffing and Productivity Committee will review trends to, among other things, discuss the effectiveness of recommendations implemented or any changes made as a result of this process.~~

~~\_\_\_\_\_~~

~~\_\_\_\_\_ Very truly yours,~~

~~\_\_\_\_\_ Kathleen F. Chapman  
Assistant Vice President of Human Resources  
Washington Hospital Center~~

~~\_\_\_\_\_ Agreed and Accepted on Behalf of National Nurses United:~~

~~\_\_\_\_\_ Stephen Frum RN  
National Nurses United~~

APPENDIX E

May 8, 2011

Stephen Frum RN  
Chief Shop Steward  
National Nurses United  
8630 Fenton Street, Suite 1100  
Silver Spring, MD 20910

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

Dear Mr. Frum:

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
Very truly yours,

\_\_\_\_\_  
Kathleen F. Chapman  
Assistant Vice President of Human Resources

Washington Hospital Center

Agreed and Accepted on Behalf of National Nurses United:

Stephen Frum RN

National Nurses United

<b>OR Lead Nurse and MedStar Flight Nurse Wage Scale</b>		
<b>Step</b>	<b>Straight Time Hourly Rate Year 1 and Year 2</b>	<b>Straight Time Hourly Rate Year 3 (May 2013)</b>
2	\$ 31.247	\$31.716
3	\$ 31.950	\$32.429
4	\$ 32.669	\$33.159
5	\$ 33.405	\$33.906
6	\$ 34.072	\$34.583
7	\$ 34.754	\$35.275
8	\$ 35.448	\$35.980
9	\$ 36.159	\$36.701
10	\$ 36.882	\$37.435
11	\$ 37.619	\$38.183
12	\$ 38.371	\$38.947
13	\$ 39.139	\$39.726
14	\$ 39.921	\$40.520
15	\$ 40.720	\$41.331
16	\$ 41.432	\$42.053
17	\$ 42.157	\$42.789
18	\$ 42.896	\$43.539
19	\$ 43.647	\$44.302
20	\$ 44.410	\$45.076
21	\$ 45.187	\$45.865
22	\$ 45.977	\$46.667
23	\$ 46.783	\$47.485
24	\$ 47.601	\$48.315
25	\$ 48.315	\$49.040
26	\$ 49.041	\$49.777
27	\$49.775	\$50.522
28	\$50.523	\$51.281
29	\$51.281	\$52.050
30	\$52.049	\$52.830
31	\$52.830	\$53.622

## APPENDIX F

May 8, 2011

Stephen Frum RN  
Chief Shop Steward  
National Nurses United  
8630 Fenton Street, Suite 1100  
Silver Spring, MD 20910

Re: Letter of Agreement Regarding Wage Rates of Prior Level IV Nurses Other Than Operating Room and MedStar Flight Nurses

Dear Mr. Frum:

— This Letter confirms the agreement of Washington Hospital Center and Nurses United of the National Capital Region reached during the parties' 2011 collective bargaining negotiations. This Letter addresses the wage scale placement of Nurses who previously earned wage rates on Level IV of the Hospital's wage scale, but were not on a clinical ladder in MedStar Flight or the Operating Room (i.e., Nurses who were operating as Clinical Level IV Nurses on the unit or in the Emergency Department). The parties agree that these Nurses will not have their current Straight Time Hourly Rate reduced during the term of this Agreement except as discussed below. These Nurses will be placed on the wage scale attached as Appendix A at the lowest step with the corresponding Straight Time Hourly Rate which is equal to or greater than their current Level IV step. On the Nurse's Date Next Eligible, and for each Date Next Eligible during the duration of this Agreement, he or she shall move to the next step on the wage scale attached at Appendix A. A Nurse who reaches Step 31 during the duration of this Agreement shall continue to earn that Straight Time Hourly Rate during the duration of this Agreement.

— If a Nurse covered by this letter either transfers from his or her unit or ceases the functions that previously justified the Nurse as a Clinical Level IV Nurse, the Nurse will revert back to the wage scale step that properly reflects the Nurse's experience. For example, if a Nurse who was previously a Level IV Nurse in the Emergency Department and, under this letter, moved from Level IV, Step 13, to Step 19 on the wage scale attached at Appendix A transfers from the Emergency Department, the Nurse would revert back to the prior Step 13 (now Step 14) of the wage scale attached at Appendix A (plus credit for any steps that had occurred since the effective date of this Agreement). Similarly, Nurses functioning as Clinical Level IV Nurses on a unit other than the Emergency Department who transfer from their unit would revert to the step that properly reflects the Nurse's experience.

— Additionally, Nurses covered by this Letter may apply for the Clinical Ladder Program contained in Article 28.

\_\_\_\_\_  
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Very truly yours,

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

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Agreed and Accepted on Behalf of National Nurses United:

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\_\_\_\_\_  
Stephen Frum RN  
National Nurses United

## APPENDIX G

May 8, 2011

Stephen Frum RN  
Chief Shop Steward  
National Nurses United  
8630 Fenton Street, Suite 1100  
Silver Spring, MD 20910

Re: Letter of Agreement Regarding Staffing Commitment

Dear Mr. Frum:

— This letter reflects the parties' agreement regarding the addition of Nurse Full-Time Equivalents ("FTEs") and Washington Hospital Center's commitment to achieve the guidelines of the staffing matrix as addressed in Article 30. This commitment reflects the mutual interest of Washington Hospital Center and National Nurses United in reducing overtime and agency use and hiring more RNs and Patient Care Technicians ("PCTs").

— Based on current operating beds, patient volumes, and hours of care required, the Hospital's goal is to attempt to hire (meaning to post and attempt to fill positions) a net of 200 Nurse FTEs by the end of fiscal year 2011 (June 30, 2011). Thus, based on the Hospital's January 1, 2010 Nurse FTE count of 1218.6 FTEs, the Hospital intends to increase the Nurse FTE count (posted and filled positions) to 1418.6 Nurse FTEs by June 30, 2011. This commitment may be modified by the Nurse Staffing Productivity Committee ("Committee") based on changes in acuity, operating beds, patient census, hours of care required, compliance with the matrix developed by the Committee, and other operating factors.

— In addition, while PCTs are not members of the National Nurses United bargaining unit, the Hospital recognizes the importance of PCTs to proper staffing and assisting Nurses in providing patient care. Based on the Hospital's January 1, 2010 PCT FTE count of 209 FTEs, the Hospital's goal is to attempt to hire (meaning to post and attempt to fill positions) 70 additional PCT FTEs, increasing the number of PCT FTEs to 279 FTEs (posted and filled positions) by June 30, 2011. This commitment may be modified by the Committee based on changes in acuity, operating beds, patient census, hours of care required, compliance with the matrix developed by the Committee, and other operating factors.

— Going forward, the Nurse Staffing and Productivity Committee will review the usage of overtime and agency staff. As part of its review, the Committee will review a new quality metric tracking overtime and agency staff usage. This metric will be reported on a quarterly basis and shared with the Quality and Safety Committee of the Washington Hospital Board as well as National Nurses United. Washington Hospital Center and Nurses United agree that they are committed to obtaining additional FTEs, but recognize that coverage needs will vary based on

~~factors including, but not limited to, census, acuity, leaves of absences, other nonproductive time (i.e., nurses on orientation), and similar factors. These factors shall be considered by the Nurse Staffing and Productivity Committee when reviewing overtime and agency staff usage.~~

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Very truly yours,

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

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~~Agreed and Accepted on Behalf of National Nurses United:~~

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\_\_\_\_\_  
Stephen Frum RN  
National Nurses United

**APPENDIX H**

May 8, 2011

Stephen Frum RN  
Chief Shop Steward  
National Nurses United  
8630 Fenton Street, Suite 1100  
Silver Spring, MD 20910

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

Dear Mr. Frum:

~~Part-time eligible Nurses who, as of the effective date of this Agreement, participate in the Hospital's PPO Enhanced or PPO Basic group health insurance plan, will continue to receive the "full time" premium cost sharing rate for the duration of this Agreement or until the Nurse transfers to another benefit eligible status, whichever comes first.~~

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

\_\_\_\_\_  
Very truly yours,

\_\_\_\_\_ Kathleen F. Chapman

\_\_\_\_\_ Assistant Vice President of Human Resources

\_\_\_\_\_ Washington Hospital Center

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\_\_\_\_\_ Agreed and Accepted on Behalf of National Nurses United:

\_\_\_\_\_ Stephen Frum RN

\_\_\_\_\_ National Nurses United

**APPENDIX I**

May 8, 2011

Stephen Frum RN  
Chief Shop Steward  
National Nurses United  
8630 Fenton Street, Suite 1100  
Silver Spring, MD 20910

Re: Letter of Agreement Regarding Contribution to FSA Accounts

Dear Mr. Frum:

This letter reflects the agreement of the parties regarding Washington Hospital Center's ("WHC") commitment to make a one-time contribution to Flexible Spending Accounts (FSAs) for Nurses who, as of the effective date of this Agreement, are participating in either the Carefirst Basic or Comprehensive PPO health plan offered by WHC. WHC agrees to make a one-time contribution in the amount of \$300 for use in 2012 for any Nurse who is currently in a PPO health plan and who continues to participate in either the Carefirst Basic or Comprehensive PPO plan during 2012. WHC's contribution will be credited to the Nurse's FSA account on the first day of the first full pay period following January 1, 2012. For Nurses who chose not to make their own contributions to an FSA during plan year 2012, WHC will create an FSA for that Nurse and fund it with the \$300 contribution.

\_\_\_\_\_  
Very truly yours,

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

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Agreed and Accepted on Behalf of National Nurses United:

\_\_\_\_\_  
Stephen Frum RN  
National Nurses United

**APPENDIX K**

May 8, 2011

Stephen Frum RN  
Chief Shop Steward  
National Nurses United  
8630 Fenton Street, Suite 1100  
Silver Spring, MD 20910

Re: Letter of Agreement Regarding PTO Buy Down

Dear Mr. Frum:

\_\_\_\_\_The parties agree that after the pay period ending October 22, 2011, all Nurses' accrued PTO shall be adjusted to be less than the Nurse's maximum accrual minus eighty (80) hours for Full-Time Nurses and forty (40) hours for Part-Time Eligible Nurses. To compensate Nurses for such adjustment, any Nurse whose accrued PTO as of October 22, 2011 is greater than the Nurse's maximum accrual minus eighty (80) or forty (40) hours shall receive a one (1) time only PTO adjustment payout for all hours above the maximum accrual minus eighty (80) or forty (40) hours to be paid at the Nurse's Straight Time Hourly Rate. A Nurse, however, may elect not to participate in the buy down provided in this letter. Any Nurse electing not to participate shall notify Human Resources in writing of the decision not to participate on or before October 22, 2011. Payment shall be made by a separate check issued on or before November 15, 2011.

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\_\_\_\_\_Very truly yours,  
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\_\_\_\_\_Kathleen F. Chapman  
\_\_\_\_\_Assistant Vice President of Human Resources  
\_\_\_\_\_Washington Hospital Center

\_\_\_\_\_Agreed and Accepted on Behalf of National Nurses United:

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\_\_\_\_\_Stephen Frum RN  
\_\_\_\_\_National Nurses United

**APPENDIX L**

May 8, 2011

Stephen Frum RN  
Chief Shop Steward  
National Nurses United  
8630 Fenton Street Suite 1100  
Silver Spring MD 20910

Re: Letter of Agreement Regarding Uniforms

Dear Mr. Frum:

— This letter addresses the parties' agreement in Article 2 regarding the Hospital's right to promulgate, modify, distribute and enforce reasonable rules of employee conduct and manuals of operating procedures, specifically, the dress code and requirement to wear uniforms. The Hospital agrees that it will provide and bear the cost of providing the initial three sets of uniforms and one jacket to each Nurse who is actively employed as of the effective date of this Agreement. The Hospital agrees to negotiate with its vendor of choice to provide a discount to Nurses who elect to purchase additional uniforms at their own expense. Thereafter, Nurses shall be responsible for cleaning, maintaining, and replacing uniforms. The uniforms will be a standardized, single color uniform (variation in style consistent with selected uniform color will be permitted). The Hospital will identify four colors for the uniforms and allow Nurses to select the color by vote, with the uniform color being the color that receives the most votes. The uniform selected will be the only uniform worn by Nurses throughout the Hospital except for those areas that are required to wear hospital issued scrubs based on national evidence based practice standards.

\_\_\_\_\_  
Very truly yours,

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

\_\_\_\_\_  
Agreed and Accepted on Behalf of National Nurses United:

\_\_\_\_\_  
Stephen Frum RN  
National Nurses United

**APPENDIX M**

May 8, 2011

Stephen Frum RN  
Chief Shop Steward  
National Nurses United  
8630 Fenton Street, Suite 1100  
Silver Spring, MD 20910

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

Dear Mr. Frum:

This letter reflects the parties' agreement regarding the use of the incentive payments in Articles 39.7 and 39.8. ~~While it is Washington Hospital Center's ("WHC") intent generally not to offer the incentive payments during the 30-month transition periods referenced in Article 39.9, WHC retains the right to offer those incentive payments (or not to do so) at any time during the term of the contract. As discussed during bargaining, the payments are based on shift (i.e., night or weekend), rather than department or unit and have been implemented on that basis since October 1, 2010. WHC agrees that, in the event it decides to offer the payments, it will offer them to all departments and schedule nurses as need demands on a given departments, as the program was implemented October 1, 2010. In the event that more Nurses volunteer than needed, shifts will be assigned consistent with the principles set forth in Article 11.3 (self-scheduling). Further, and as discussed during bargaining, if WHC decides to implement the payments during the 30-month transition period, it will either offer the payments to all nurses who are not receiving 30-month transition payments or, at its option, offer the payments to Nurses regardless of whether they are receiving the 30-month transition payments.~~

Very truly yours,

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

Agreed and Accepted on Behalf of National Nurses United:

Stephen Frum RN  
National Nurses United

## ~~SIDE LETTER CONCERNING THE EMPLOYMENT OF CHIEF SHOP STEWARD:~~

~~— The Washington Hospital Center (“the Hospital”) and Nurses United of the National Capital Region (“the Union”) hereby enter into this Side Letter concerning the employment of Stephen Frum.~~

~~1. — The Hospital and the Union are parties to a collective bargaining agreement covering nurses for the period of April 14, 2007 through and including April 13, 2009 (“CBA”). This Side Letter will be incorporated into and enforceable through the CBA upon ratification of this Side Letter by the bargaining unit.~~

~~2. — The Union shall provide written notice to the Hospital (through Kathleen Chapman) of the ratification of this Side Letter and the date on which Mr. Frum commences employment as a part-time Executive Labor Advocate for the Union.~~

~~3. — Effective the latter of the first full pay period following the Hospital’s receipt of written notice from the Union of ratification of this Side Letter or Mr. Frum’s commencement of employment as a part-time Executive Labor Advocate for the Union, Mr. Frum’s status with the Hospital will change from a Full-Time Equivalent (FTE) employee to a Part-Time Equivalent (PTE) employee.~~

~~4. — Nothing in Section 11.3(f) of the CBA (Permanent Day Shift Assignments) will prevent Mr. Frum from retaining his position as a day-shift RN on the 4H Burn/Surgical ICU, notwithstanding his change to Part-Time Equivalent status (or any subsequent change to Full-Time Equivalent status).~~

~~5. — In consideration for the promises contained herein, and notwithstanding language to the contrary in the CBA, the Hospital shall have no obligation to pay Mr. Frum when he attends meetings on behalf of or otherwise acts as a representative of the Union including, but not limited to, Mr. Frum’s attendance at Labor Management Committee meetings or other meetings of committees identified in Article 31 (Committees) of the CBA and Mr. Frum’s performance of duties as a shop steward. The parties and Mr. Frum acknowledge that such time shall be deemed hours worked on behalf of the Union, and not hours worked on behalf of the Hospital.~~

~~6. — Unless specifically altered by this Side Letter, the terms of the CBA shall apply to Mr. Frum’s employment. For example, nothing in this Side Letter shall give Mr. Frum greater rights to continued employment or to employment on a particular unit than he would otherwise have in the absence of this Side Letter including, but not limited to, under Article 3 (Discipline and Discharge) or Article 10 (Clinical Service Areas, Reductions in Force/layoffs, Severance & Recall). As another example, the provisions of the CBA concerning benefits for part-time eligible employees — including, but not limited to, Articles 12 (Holidays), 13 (Vacation and Sick Leave), 15 (Special Leave), 26 (Health and Well-Being Benefits), and 34 (Tuition Assistance) — shall apply to Mr. Frum while he is a Part-Time Equivalent employee with the Hospital pursuant to this Side Letter.~~

~~7. Should Mr. Frum's employment status as a part-time Executive Labor Advocate for the Union change, the Union will provide the Hospital with written notice of same within five (5) calendar days of the change.~~

~~8. This Side Letter shall terminate on the earlier of: (a) a change in Mr. Frum's employment status with the Union, as referenced in Paragraph 7 of this Side Letter; (b) expiration of the CBA; or (c) termination of Mr. Frum's employment with the Hospital. If the Side Letter terminates pursuant to subsection (a) or (b) of this Paragraph, Mr. Frum's status with the Hospital will change from a Part-Time Equivalent employee to a Full-Time Equivalent employee the first full pay period following notice of a change in employment status with the Union or expiration of the CBA.~~

~~9. The Hospital and the Union hereby expressly acknowledge and agree that this Agreement shall not establish any precedent or practice.~~

~~10. This Agreement represents the sole and entire agreement between the parties with respect to the subject matters covered hereby and supersedes any other written or oral representation and/or agreements between the Hospital and the Union.~~

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