

NNU Non-Economic Proposal Package and Counter
November 20, 2025
NNU/NNOC-MWHC Contract Negotiations

NNU List of Non-Economic Proposals to MWHC

NNU reserves the rights to withdraw, delete, add, amend or modify any and all of these proposals and to introduce additional proposals.

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

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

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

1.3 Introductory Employees.

(a) All Nurses who are newly hired into a bargaining unit position or transfer into a bargaining unit position covered by this Agreement from any non-bargaining unit position, either prior to or after the date of this Agreement, shall be considered introductory employees until completion of ninety (90) days of employment. The Hospital may extend this introductory period by up to an additional thirty (30) days. In the event the introductory period is extended, the Hospital shall notify the Union of such decision and state the reason(s). All rehired Nurses (defined as those who have been employed as non-introductory Nurses by the Hospital within the past five (5) years) shall be considered introductory employees until completion of forty-five (45) days of employment.

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

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

(d) A Nurse transferring from one bargaining unit position to another bargaining unit position who has not successfully completed the introductory period shall be considered an introductory employee for the longer of sixty (60) days or the remainder of the original introductory period. A Nurse transferring from one bargaining unit position to another

bargaining unit position who has successfully completed the introductory period shall not be considered an introductory employee, but shall be subject to the trial period upon transfer (Article 1.4) if the transfer is outside the Nurse's Clinical Service Area ("CSA") as defined in Article 10.1.

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

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

ARTICLE 4 UNION RIGHTS

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

4.2 Representation. The Union may appoint a reasonable number of Shop Stewards in the bargaining unit. The Union shall provide the Hospital with a list of all Shop Stewards. All Nurses, to the extent required by law, have the right to request the attendance, advice, and guidance of a Shop Steward or a Union Representative where reasonably available at any disciplinary conference or Step 1 grievance procedure. The Hospital does not pay Union Stewards for the execution of their Union duties.

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

4.4 Bargaining Unit Information.

(a) The Hospital will provide the Union each month with a list of all bargaining unit employees in electronic format. The listing will reflect name, home address, cell phone number (if available), home email (if available), employee number, hire date (Hospital seniority date), termination date (if applicable), classification status (e.g., Full-Time, Part-Time Eligible, leave code status, etc.), Straight Time Hourly Rate, job code, unit/department assignment, date of birth, gender, and race. The Hospital will provide copies of bargaining unit vacancies on a bi-weekly basis. The Hospital also will provide the Union with a copy of all discipline issued to bargaining unit Nurses within eight (8) calendar days of issuance.

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

4.5 Maintenance of Membership/Agency Shop.

(a) All bargaining unit members are required to pay either Union dues or agency fees. The Hospital acknowledges that the Union has set agency fees for Nurses as equal to the full member dues rate, unless and until the Union notifies Medstar that such an individual has filed a *Beck* objection. The Union agrees to use best efforts to notify the Hospital of any objection so filed. The Union will notify a Nurse who has failed or fails to remit proper payment of dues or agency fees within sixty (60) days of the Nurse's failure to remit payment. Upon notice from the Union, Nurses who fail to pay such dues or agency fees for which they were given notice in accordance with this Section shall be given thirty (30) days' notice of termination by the Hospital, unless the Nurse has a *Beck* objection pending. If any Nurse, within the thirty (30) day period, fails to tender the required dues or fees, and any relevant *Beck* objection by the Nurse has been held invalid by the relevant legal authorities, and the Hospital is so informed, the Nurse's employment will be terminated by the Hospital. If, following the procedure above, the Hospital mistakenly terminates a Nurse who made a valid *Beck* objection, the Union shall indemnify the Hospital for all back wages and remedies awarded to the Nurse, and any associated Hospital legal fees. Notwithstanding anything else in this Section 4.5, if a Nurse objects under *Beck*, the Hospital is not required to terminate the Nurse unless and until that Nurse's *Beck* objection has been resolved and held invalid by the relevant legal authorities, and the Nurse has still not tendered the required dues or fees within thirty (30) days after such resolution.

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

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

4.6 Dues Checkoff and Political Action Committee.

(a) The Hospital shall deduct monthly dues, except fines and penalties, as designated by the Union, from all Nurses covered by this Agreement on the basis of individually, voluntarily signed authorization cards. Such monies shall be tendered by the Hospital to the Union within eight (8) calendar days following the second pay day of each month.

Provided, however, that the Union agrees to indemnify the Hospital from any and all liabilities, claims, or proceedings the Hospital may suffer as a result of agreeing to be bound by this dues checkoff provision. Both parties' obligations under this Article 4.6 shall terminate on the expiration of the Agreement.

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

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

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

4.9 Orientation. The Union will be given at least thirty (30) calendar days' notice of the time, date, and physical location of Nurse orientation, and will be permitted to schedule a thirty (30) minute address at each Nurse orientation. The Hospital shall provide the Union with electronic notification of orientation participants including their name, home and cell phone (if available), email (if available) and employee number within (72) hours of the orientation. The Hospital will also make available an adequate room after a Nurse orientation day, for a thirty-minute session, so that the Union can otherwise introduce and explain the duties of its Union Stewards. All time spent attending this meeting is unpaid.

4.10 Access.

(a) If the Union provides ample advance notice setting forth specific dates and times requested for meeting room space, the Hospital will make reasonable efforts to provide non-unit-based meeting room space in the main Hospital building for the Union's use for at least six (6) hours every other weekend and at least eight (8) hours on a weekday between 5:00 PM and 5:00 AM every other week, or, during the 120 days prior to the expiration of

the Agreement, at least six (6) hours every weekend and at least eight (8) hours between 5:00 PM and 5:00 AM on a weekday every week. The Hospital will continue to make reasonable efforts to accommodate other reasonable requests for meeting room space on Hospital property at other time slots. The hours set forth above may not necessarily involve consecutive hours on a single day, and the parties recognize that the Hospital is not obligated to satisfy the specific requests of the Union with respect to times, days of the week, or locations.

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

4.11 Union Leave Up to two Union Stewards shall have up to thirty-six (36) hours of unpaid union leave time per calendar year. The Chief Shop Steward shall have up to seventy-two (72) hours of unpaid union leave time per calendar year. The purpose of union leave will be to attend Union trainings or meetings. The Chief Shop Steward or Union Stewards shall submit a request for union leave to their unit Nurse Manager two weeks before the commencement of the schedule. Such leave requested shall not be unreasonably denied, as long as it is requested two weeks before the commencement of the regular schedule. The Union may request additional leave for nurses to attend Union training or meetings, and the Hospital will make reasonable efforts to release those nurses but is not obligated to secure their release.

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

10.1

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

1. Critical Care Services (2H/2G/3G/3H/4G/4H/2NW/2NE/RRT/Emergency Room
2. Intermediate Care Services (1EIMC/2EIMC)
3. Operating Room (MOR/TFOR/CVOR)
4. Perioperative/Procedural Services (Pre-operative/Post-operative, Interventional Radiology, Endoscopy, Electrophysiology Lab, Cardiac Catheterization Lab)
5. Medstar Transport/Medstar 1G
6. Cardiac Services (3NE/ 3NW/3D/4NW /4NE/4D)
7. Surgical Services/Oncology (2F/3F/4E/5C/5E/5NW)
8. Women's and Infant Services (Delivery Room, OB/GYN, 5D/5F, NICU)
9. Ambulatory Services (excluding Cancer Institute)
10. Medical Services (1F/1C/2C/2D/3C/4C/4F)
11. IV Therapy

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

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

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

used for notification of affected Nurses, displacement interviews, and the First and Second Round selection procedure.

10.3 Superseniority. Shop stewards and officers of the Union shall be the last Nurses affected by a reduction in force where they possess the necessary and requisite skills and ability to perform required patient care. The Union shall be limited to no more than thirty (30) persons who shall be permitted to exercise such superseniority in the order designated by the Union. The Union will provide the Hospital with written notice of any changes in the persons holding these positions as they occur, which will become effective eight (8) calendar days after the Hospital receives such notice; provided, however, that if there is a change in any Union Shop Steward within this eight (8) day period as a result of a Union election, the new Shop Steward will replace the individual who previously held her/his Union position for superseniority purposes. All those claiming “superseniority” pursuant to this Article 10.3 must be eligible therefore under the law as it exists when superseniority rights are claimed or exercised. Shop Stewards may function wherever needed.

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

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

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

In the event of a reduction in force, the Hospital will first solicit volunteers in the affected unit(s)/department(s) for reduction in force. The Hospital retains the right and discretion to deny any volunteer the opportunity to be selected for reduction in force if, in the opinion of the Hospital, that Nurse is essential to the proper running of the affected unit(s)/department(s). If, after the Hospital removes from the volunteer pool any Nurse

who volunteered and is deemed to be essential to the proper running of the affected unit(s)/department(s), more Nurses volunteer than necessary, volunteers will be accepted in order of seniority. Volunteers may choose to avail themselves of the Article 10.5 Severance in lieu of the process described in Article 10.4.

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

(a) First Round.

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

OR

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

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

shift and hours within the Nurse's CSA, the Nurse may bump (displace) the least senior Nurse based on Hospital seniority within the Nurse's CSA, regardless of shift and hours, provided that the Nurse possesses the necessary and requisite skills to perform the work, and can become oriented within fifteen (15) scheduled and worked shifts. This period may be extended by the parties for up to ten (10) scheduled and worked shifts with mutual consent which shall be reduced to writing and signed by the parties.

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

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

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

OR

- ii) Apply for competitive transfer for any open position.

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

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

10.5 Severance. In the event of a reduction in force, affected Nurses shall be paid severance pay equal to two (2) regular shifts at the Straight Time Hourly Rate of pay for

each full year of consecutive credited service with the Hospital, up to a maximum of sixty (60) days of pay. To be eligible for severance pay under this Article, the Nurse must waive his or her right to recall under this Article and execute a general release and waiver agreement, as required by MWHC Human Resources policies.

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

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

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

ARTICLE 11
HOURS OF WORK, OVERTIME

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

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

11.2 Overtime.

(a) Overtime Pay. Overtime is hours worked in excess of forty (40) hours in a workweek. Such hours will be paid at time and one-half (1½) the Nurse's applicable hourly rate, as defined by applicable law. Required educational leave (limited to on-premises instructional time), and any other hours for which overtime payment is required by law shall be considered as hours worked for purposes of computing overtime. There shall be no duplication or pyramiding in the computation of overtime and other premium wages,. For clarification purposes, overtime shall be paid on hours worked using the rate of pay after the shift differential has been applied.

(b) Authorization. A Nurse shall be paid overtime if required or permitted to work overtime. It is required that all overtime will be authorized in advance, unless not reasonably possible. A Nurse who works overtime shall be paid overtime whether authorized in advance or not. A supervisor shall have authority to direct a Nurse not to work overtime, and Nurses shall be required to comply with such direction, but may grieve any discipline imposed.

(c) Voluntary Scheduled Overtime and Other Extra Shifts. After initial posting but prior to commencement of a six-week schedule, Nurses may volunteer for additional shifts beyond their regular hours, including overtime hours. Provided that Nurses volunteer within the established extra shifts volunteer period designated on each unit, such shifts will be first filled in the following order: 1) non-overtime regular Nurses on the unit; 2) Senior Nurse Reduced Work Option Nurses on the unit; 3) non-overtime qualified regular Nurses from other units; 4) qualified Senior Nurse Reduced Work Option Nurses from other units; 5) Unit Based Float Pool Nurses; 6) Central Float Pool Nurses; 7) regular Nurses in overtime status; 8) Unit Based Float Pool Nurses in overtime status; 9) Central Float Pool Nurses in overtime status; 10) Temporary Nurses. When more than one regular Nurse signs up for the same shift, it will be assigned equitably based upon unit scheduling practices.

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

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

(f) Specialty Areas. When extra work in addition to a Nurse's scheduled shift is required on an involuntary basis in the Operating Rooms, Cath Lab, EP Lab, Interventional Radiology, MedStar Services, or PACU, the Hospital will pay a bonus of \$12.00 for each hour of extra required work (regardless of whether the Nurse is in overtime status). Before assigning extra work for which the \$12.00 bonus is payable, the Hospital will solicit volunteers on that day to perform such work and will seek to fill needs with qualified Temporary Nurses. A Nurse who volunteers on that day to perform extra work so that another Nurse will not be required to perform such extra work involuntarily will be paid the \$12.00 hourly bonus for each hour worked as such a volunteer; in the absence of a volunteer, the bonus shall be payable to the Nurse required to perform extra work on an involuntary basis on that day. The \$12.00 bonus is payable only when the involuntary extra

work is one (1) hour or more in duration; after the one (1) hour period is reached, the \$12.00 bonus is payable for the entire period of involuntary extra work, including that first one (1) hour. Nurses scheduled for an on-call shift immediately following the end of a scheduled shift, and who are required to stay one (1) or more hours after the end of the scheduled shift as a result of being on-call, shall also be eligible for the \$12.00 per hour bonus payment.

On these units, no Nurse shall be required to work more than five (5) occurrences of extra work in addition to a Nurse's scheduled shifts in two (2) consecutive six-week schedules, provided, however, that Nurses who have already been assigned five occurrences of extra work in two (2) six-week schedules may need to work beyond a scheduled shift to provide safe care to patients. An occurrence is defined as anything equal to or greater than a one (1) hour period. The maximum duration of each occurrence shall be four (4) hours. Instances of involuntary extra work beyond Nurses' scheduled shifts for periods of less than one (1) hour which are believed to be excessive is an appropriate topic for review by the Labor-Management Committee.

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

11.3 Scheduling.

(a) Self-Scheduling.

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

- (iv) Nurses may submit their preferences for the next work schedule by no later than four (4) weeks prior to the commencement date of that schedule. After application of the unit's self-scheduling practices, the Hospital will approve the final schedule, and the Hospital will not arbitrarily deny any Nurse's submitted preference.
 - (v) Subject to departmental self-scheduling rules (e.g., rotational and regular shift requirements, etc.), priority in scheduling shall be afforded in the following order: (1) Senior Nurse Reduced Work Option Nurses for the required six week schedule, pursuant to Article 6, (2) regular Nurses, (3) Senior Nurse Reduced Option Nurses seeking additional shifts (in addition to three (3) shifts per six-week schedule, pursuant to Article 6.1), (4) Unit Based Float Pool Nurses, (5) Central Float Pool Nurses, and (6) Temporary Nurses; provided, however, that any overtime shifts will be filled in accordance with the procedures in Article 11.2(c). Shifts for which more than one regular Nurse signs up will be assigned equitably. Should the equitable assignment process result in a "tie" between two or more regular Nurses for the same shift, Hospital seniority will determine who is assigned the shift. Regular Nurses and Float Pool Nurses can, in scheduling shifts in addition to their regular schedule, displace Temporary Nurses who are not under contract and work the shifts those Temporary Nurses are scheduled to work, provided that twenty-four (24) hours' notice has been given to the Hospital.
 - (vi) Subject to departmental self-scheduling rules, the Hospital commits to providing training, education, and support to bargaining unit Nurses in connection with the use of scheduling tools and to having guidelines for the use of scheduling tools on each unit.
 - (vii) The Union may appoint Union Representatives to assist in self-scheduling education and unit support and to communicate issues to the Hospital related to self-scheduling, provided, however, that the appointment of such Union Representatives shall not prevent other Union Representatives and Nurses from communicating with the Hospital concerning self-scheduling issues and that the Union provides the Hospital with written notice of the names of appointed Union Representatives.
 - (viii) Self-scheduling committees and Nurses will have reasonable access to work schedules that have been finalized by the Hospital in accordance with the unit's self-scheduling practices. The Hospital will provide a hard copy of the individual Nurse's schedule on the individual Nurse's request, provided, however, that the Hospital shall not be obligated to provide any revisions made to the work schedule after it is published.
- (b) Shift Flexibility.

- (i) Each Nurse may register his/her preference for length of shift (e.g., eight (8), ten (10), and/or twelve (12) hours) and may revise that designation from time to time (at least six (6) weeks prior to the commencement of a time schedule). Nurses who, as of the effective date of this Agreement, have requested and are working exclusively eight (8) hour shifts, shall continue to work exclusively in an eight (8) hour shift until the Nurse leaves the Hospital's employment, transfers into another position, submits a preference for length of shift other than an eight (8) hour shift, or the position is eliminated. The Hospital will make a good faith effort to schedule Nurses consistent with submitted preferences for twelve (12) hour shifts, or for ten (10) hour shifts on units where the Department Head assigns such shifts.
 - (ii) Nurses will not be scheduled on the six-week schedule to work two consecutive eight (8) hour shifts (or sixteen (16) hours) in a 24-hour period unless they volunteer for such shifts.
 - (iii) Upon giving notice to the Department Head no later than six (6) weeks prior to the commencement of the six-week schedule, a Nurse scheduled for a night shift will be granted at least forty-five (45) hours off before being rotated to a day or evening shift. Such notice will remain in effect unless and until the Nurse rescinds it. Rotation to evening or night shifts can be less than, but will be no more than, fifty percent (50%) of scheduled shifts per six-week schedule, unless a Nurse volunteers for more rotation. Following orientation and training programs, scheduled rotation shall be limited to two (2) shifts (D/E, E/N, D/N).
- (c) Regular Shifts.
- (i) Nurses who were, or are in the future, expressly hired for or transferred into regular shifts shall be entitled, at their option, to remain in such shifts while employed on their unit and shall be scheduled exclusively for day, evening or night shifts. The Hospital shall establish staffing levels on all shifts (e.g., days, evenings, nights, 12-hour A-P, 12-hour P-A), consistent with Article 30.3.
 - (ii) Regular shift positions, under which Nurses will be scheduled exclusively for a specified shift, shall be established and posted (including a posting on the unit) for each nursing unit that regularly schedules such shifts.
 - (iii) When a regular evening or night shift position becomes vacant, it will be posted and filled as provided in Article 20. A Nurse who transfers to a regular shift position on another nursing unit must successfully complete an orientation period for the first twenty-five (25) scheduled and worked shifts prior to receiving the regular shift on that unit. A Temporary Nurse may be utilized to staff a regular shift vacancy only until such time as a regular Nurse has applied and been accepted for the vacancy.

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

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

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

(g) Regular Day Shift Assignments.

- (i) The Hospital will have regular day shift assignments in all nursing units which currently operate on a rotating shift basis under the following terms: Regular shift assignments will be available, as specified in (ii) below, to any regular Nurse who has completed her/his introductory period. Regular full-time day shift assignments will be filled consistent with Article 20.
- (ii) The minimum number of regular day shift assignments made for all nursing units where rotational shifts occur will be based on the following formula:
 - 1-10 authorized weekday (excluding WIN) FTE Nurse: 1 regular day shift position;
 - 11-16 authorized weekday (excluding WIN) FTE Nurse: 2 regular day shift positions;
 - 17-30 authorized weekday (excluding WIN) FTE Nurse: 4 regular day shift positions;
 - 31-40 authorized weekday (excluding WIN) FTE Nurse: 5 regular day shift positions;
 - 41-50 authorized weekday (excluding WIN) FTE Nurse: 6 regular day shift positions;

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

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

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

11.5 Meal Time. Nurses shall be allowed one thirty (30) minute uninterrupted break for eating a meal in an eight or more hour shift per day. Meal time shall not be restricted to Hospital premises. When in event of emergencies, or because of inadequate patient care coverage, as determined by the Hospital, a Nurse is not able to take their meal time break, they shall be compensated for the missed meal time at their applicable hourly rate, including shift differential as it applies. The only requirement for a Nurse to receive compensation for a missed a meal break shall be an entry at clock out.

11.6 On-Call.

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

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

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

d) Nurses with twenty-five (25) years or more of hospital seniority shall not be required to take call.

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 Central Float Pool Nurses on the unit, followed by Unit-based Float Pool Nurses 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, provided that a Nurse may be offered a voluntary return to their home unit. When more than one Nurse from a single unit is being reassigned, preference shall first be given to the regular Nurse and then to the Unit Based Float Pool Nurse, then Central Float Pool Nurse and then to the Temporary Nurse, provided each such Nurse has the necessary and requisite skills to perform the reassignment. If it is necessary to reassign a regular Nurse, the following provisions shall apply:

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

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

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

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

e) Nurses with twenty-five (25) years or more of hospital seniority shall not be required to be reassigned, provided that there exists an alternate Nurse in the particular unit who, in the Hospital's sole determination, is clinically qualified to be reassigned instead.

11.8 Shift Cancellations

(a) **Notice of Cancellation of Shift.** In the event that the Hospital cancels a Nurse's full or partial shift less than ninety (90) minutes before such shift is scheduled to begin, the Hospital shall pay the Nurse for) two (2) hours pay at the Nurse's Straight Time Hourly Rate.

(b) **Order of Cancellation.** Prior to any Nurse being cancelled, the Hospital shall float a Nurse to fill a staffing gap on a unit that is below staffing matrix where the Nurse has the requisite skills and if no such gaps exist, the Hospital shall offer the Nurse a Nurse Extender shift to fill a staffing gap on a unit that is below staffing matrix where the Nurse may not have the requisite skills, or shall offer the nurse a Nurse Extender shift on a unit that does not have enough PCTs pursuant to unit matrix. If no such staffing gaps exist, Nurses shall be cancelled pursuant to the order of cancellation policy. In the event that a Nurse is cancelled out of order, that Nurse shall be entitled to pay for any hours lost due to the incorrect cancellation.

(c) **Safety.** No Nurse shall be involuntarily cancelled between the hours of 11 pm and 6 am.

(d) **Minimum Hours Guarantee** A Nurses' minimum hours per their contractual position shall be guaranteed and no Nurse shall be involuntarily cancelled below their minimum required hours for their position.

ARTICLE 14 PAID ADMINISTRATIVE LEAVE

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

PTO for periods beyond this two-week period. Nurses seeking additional time off beyond the two (2) weeks who have exhausted their accrued PTO may apply for unpaid personal leave of absence in accordance with Article 16.

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

ARTICLE 18 ARBITRATION

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

18.2 Arbitrator Selection.

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

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

18.3 Arbitration Procedure. The Arbitrator shall conduct a fair hearing, carried on with all convenient speed, and at which the Arbitrator shall receive evidence, both oral and documentary. Unless otherwise mutually agreed, all hearings conducted hereunder shall be recorded verbatim by a qualified stenographic reporter. Each party shall have the right of examination and cross-examination of witnesses, to make a record, and to file a post-hearing brief. The Arbitrator shall set the briefing schedule within a reasonable time after the receipt of the transcript of the hearing. The Arbitrator shall render a decision as expeditiously as possible, preferably within forty-five (45) days after the parties have submitted their post-hearing briefs (or after the hearing if the parties agree not to submit briefs). The expense of arbitration, including the fee and expenses of the Arbitrator, the Arbitrator's copy of the transcript, and any fees of the stenographic reporter, shall be shared equally by both parties. All other expenses shall be paid by the party incurring them, including the cost of any copies of transcripts ordered by the party.

18.4 Authority of the Arbitrator. The Arbitrator shall only have authority to apply the provisions of this Agreement and to render a decision on any grievance properly coming before the Arbitrator, but shall not have the authority to amend or modify this Agreement or to establish any terms or conditions of this Agreement. The Arbitrator shall only determine questions of procedural arbitrability. Further, the Arbitrator shall have the authority to apply and interpret the provisions of this Agreement only insofar as may be necessary to the determination of such grievance. Awards may or may not be retroactive, depending upon the determination of the equities of each case. Backpay awards may include reasonable interest, if deemed appropriate by the Arbitrator. 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 23
PARKING

23.1

- (a) The Hospital shall provide designated, well-lit parking areas for automobiles and motorcycles and an area or rack where bicycles may be stored. The Hospital will provide on-campus parking for all Nurses.
- (b) Nurses shall receive free parking.
- (c) Upon request, security officers will escort Nurses to their cars. It is understood that a Nurse may have to wait a reasonable time for such escort.

ARTICLE 24
IN-SERVICE EDUCATION

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

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

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

ARTICLE 27 EMERGENCY

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

27.2 If a Nurse uses Hospital-provided transportation to come to work during a District of Columbia City-Wide declared emergency or a Hospital-declared emergency, the Hospital will make efforts to provide transportation home, the Nurse shall be reimbursed for the cost of the ride-share or taxi ride. Nurses will receive three (3) meal coupons (valued at \$10.00 each) for use in the cafeteria for each consecutive 24-hour period in which a Nurse is required to be on-premises during inclement weather or chooses to shelter in place if the Hospital offers accommodations during the same.

During a Hospital-declared emergency, the Hospital will provide to Nurses resting before or after their work shifts such sleeping accommodations as are reasonable in light of all of the facts and circumstances giving rise to the emergency. The reasonableness of sleeping accommodations shall not be subject to the grievance and arbitration provisions of this Agreement.

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

ARTICLE 29
PERFORMANCE EVALUATIONS

29.1

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

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

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

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

Nurses shall complete all required mandatory competencies, including annual competencies, by the designated due date established by the Hospital. Failure to complete required competencies within the specified timeframe may result in progressive disciplinary action.(f) Nurses will be required to complete annual self-evaluations and peer evaluations as part of the year-end evaluation process.

ARTICLE 28
CLINICAL ADVANCEMENT PROGRAM

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

28.2 Principles.

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

(b) A Clinical Advancement Review Board, consisting of three (3) members, appointed by the Hospital, and three (3) members, appointed by the Union, will be developed to serve as the structure to review applications and determine if a Nurse meets eligibility criteria and should receive Clinical Advancement Program recognition. In addition, the Clinical Advancement Review Board shall review criteria for the Clinical Advancement Program, number of applications submitted and ability of participants to achieve advancement under program criteria on an annual basis and recommend changes agreed upon by the Review Board members, subject to review and approval by the Chief Nursing Executive.

(c) Compensation for advancement as part of the Clinical Advancement Program will be \$3,000 for achieving the Clinical Advancement Program Level 1, \$4,000 for achieving the Clinical Advancement Program Level 2, and \$5,000 for achieving the Clinical Advancement Program Level 3.

**ARTICLE 30
NURSING AND PATIENT CARE**

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

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

30.3 Safe Staffing

(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. Hospital staffing shall ensure that Nurses are immediately available for patient care.

(b) **Safe Staffing Ratios.** The Hospital shall maintain safe nurse-to-patient staffing ratios based on patient census, and acuity, as required by law, and shall ensure that Registered Nurses are not assigned more patients than the following maximum ratios:

- 1 (one) nurse care for 1 (one) patient in OR, active delivery in L&D, and Trauma Patient in Trauma Bay
- 1 (one) nurse for 1 (one) -2 (two) ICU patients, PACU
- 1 (one) nurse for 3 (three) patients in combined L&D and Postpartum, Postpartum Couplets, ED, telemetry, Stepdown/Intermediate Care, Pre-Op
- 1 (one) nurse for 4 (four) patients in Med/Surg and Well Baby Nursery

(b) (c) **Safe Staffing Reporting.** Should a Registered Nurse believe staffing levels are insufficient to permit the delivery of adequate patient care, they shall undertake work assignments but may do so under oral or written protest. In an emergency where there is a potential danger to the patient, the Registered Nurse shall immediately notify their supervisor/manager/designee who will physically visit the unit to assess the situation. The supervisor/manager/designee will take action to address the situation, if necessary. The Hospital shall not require a Registered Nurse in any case to perform a work assignment outside the lawful scope of their license. **Dispute Resolution** All disputes concerning this Article must first be submitted at the monthly Labor Management Committee meetings. All disputes concerning this Article which are not resolved by the Labor Management Committee shall be submitted to a Special Review Panel for mediation and final resolution.

- i) The Special Review Panel shall consist of three (3) members, one selected by the Hospital, one selected by the Union, and a third selected by the other two panel members to serve as a neutral chairperson. The two panel members will make a good faith effort to select a chairperson who is experienced in the health care industry and with expertise in staffing in

acute care hospitals. If they are unable to find such a person, they shall select a chairperson from the Federal Mediation and Conciliation Service List.

- ii) If the Special Review Panel is unable to agree on a resolution, the neutral chairperson will resolve the difference, and such a decision shall be final and binding on the parties. Any resolution of the Special Review Panel, including any decision by the neutral chairperson, must be consistent with state and federal legislation prescribing staffing levels, and ratios. Neither party shall be entitled to have legal representation as part of the resolution concerning disputes under this Article.
- iii) The Hospital and the Union agree that the procedure contained in this Article shall be the exclusive means of resolving all staffing and other disputes arising under this Article and that such disputes shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The parties agree to waive their rights to initiate litigation or seek administrative remedies, including unfair labor practices under the National Labor Relations Act, arising out of such disputes.

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

30.4 Resource Duty.

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

(b) A Nurse performing resource duties consistent with this Article 30.5 shall receive a \$3.00 per hour differential for each hour that he or she is performing such duties.

(c) The Hospital will make reasonable efforts not to assign resource or preceptor responsibilities to Temporary Nurses. A Resource Nurse shall only be assigned as a resource to one physical unit.

30.6 Preceptor Duty.

(a) The Hospital and the Union recognize the importance of good orientation and precepting. Nurses shall continue to receive preceptor training prior to their initial preceptor assignment on working time. Absent special circumstances, preceptors must have at least fifteen (15) months of nursing experience. Before designating any Nurse of fewer than eighteen (18) months of nursing experience to a primary or secondary preceptor role, the relevant unit Nurse Manager shall have a prior discussion with that Nurse about his/her capabilities, unless impractical because of operational exigency, such as absence of the normally designated preceptor.

(b) A Nurse who is assigned preceptor duties shall receive additional compensation of \$3.00 per hour above his/her base hourly wage rate, for all hours worked in the preceptor role during a shift. Assignment of preceptor duties or a preceptor role is at the sole discretion of the Hospital, must be authorized by the Hospital in writing to be effective, and may be made, altered, or revoked at any time. Duties attached to a preceptor role are also at the Hospital's sole discretion.

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

ARTICLE 38 TIER 1, TIER 2 AND UNIT BASED FLOAT POOL NURSES

38.1 Scope of Coverage and Salary. A Float Pool Nurse is a Nurse who is subject to clinical qualifications and works in various units through the Hospital based on their clinical experience. A Unit Based Float Pool nurse is a Nurse who is subject to clinical qualifications and is based in a home unit but is the first from within their unit to float to

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

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

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

Tier 2 Float Pool Nurses shall be required to work a minimum of thirty-six (36) hours per pay period, generally three (3) twelve (12) hour shifts. Of these hours, in a six-week schedule, Tier 2 Float Pool Nurse must work at least three (3) weekend shifts and three (3) off-shifts (nights or evenings) per six (6) week schedule. The requirements for weekend and off-shifts must be met on different shifts.

Unit Based Float Pool Nurses shall be required to work a minimum of thirty-six (36) hours per pay period, generally three (3) twelve (12) hour shifts. Shift requirements shall be based on the needs of the unit and unit scheduling guidelines per article 11.3.

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

In addition, Float Pool Nurses and Unit Based Float Pool nurses may participate in any Hospital group health insurance plan, as provided under law or regulation.

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

38.3 Notice of Cancellation of Shift. The Hospital may cancel a Unit Based Float Pool or Central Float Pool Nurse's scheduled shift as required. However, every effort will be made to cancel the shift at least ninety (90) minutes prior to the scheduled shift. A Float Pool Nurse is expected to call the Central Staffing Office at least ninety (90) minutes prior to the commencement of a shift to ascertain whether their shift assignment has been cancelled. In the event that the Hospital cancels the Unit Based Float Pool or Float Pool Nurse's shift less than ninety (90) minutes before such shift is scheduled to begin, the Hospital will pay the Nurse for two (2) hours' at the relevant day shift Float Pool rate. In the event a Central Float Pool Nurse decides to cancel the shift on their own volition, then the Central Float Pool Nurse must give the Central Staffing Office at least twenty-four (24) hours notice.

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

38.5 In the event a Unit Based Float Pool or Central Float Pool Nurse transfers to regular status, the Nurse's wage scale placement shall be determined by the step and DNE of the Nurse at the time of transfer to the Float Pool, plus any step advances or DNE adjustments that would have been implemented if the Nurse had held a regular position during the period of Unit Based Float Pool or Float Pool status. In the event of a Nurse originally hired directly into the Float Pool or as a Unit Based Float Pool Nurse, the Nurse shall receive pre-hire experience consistent with Article 9.5.

ARTICLE 42
DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

Straight Time Hourly Rate, Base Rate, or Base Hourly Rate all mean the hourly rate of

pay earned by a nurse before the application of any applicable premiums or differentials.

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

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

Unit Based Float Pool Nurse means a clinical nurse employed by the Hospital as a Unit Based Nurse who satisfies the minimum Tier 2 Float Pool work requirements set forth in this Agreement, and who is covered by this Agreement consistent with Article 38 (“Tier 1, Tier 2 and Unit Based Float Pool Nurses”). Unit Based Float Pool Nurses shall not be considered Full-Time or Part-Time Eligible Nurses, regardless of the number of hours worked per week or per pay period.

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

APPENDIX J AGREEMENT

December 1, 2025

Julia Truelove, RN
Chief Shop Steward
National Nurses Organizing Committee, National Nurses United, AFL-CIO
8455 Colesville Rd
Silver Spring, MD 20910

Re: Workplace Violence Prevention

Dear Ms. Truelove:

In Article 33.4 of the collective bargaining agreement, both parties jointly committed to increasing the awareness of all employees regarding methods for preventing, reducing and avoiding the incidence of workplace harassment, intimidation and violence (including verbal abuse). This letter reflects the Hospital's commitment to these principles.

The Hospital shall:

1. Install weapons detection systems at all patient and/or visitor hospital entrances by January 31, 2026.
2. Implement bag checks and wandings for all patients and visitors immediately at hospital entrances that do not have a weapons detection system.
3. Add additional dedicated public safety resources assigned to round at all times in all areas of the hospital, on all corners of every unit, and parking lots by January 31, 2026.
4. Display a Patient Code of Conduct throughout the Hospital.
5. Immediately remove visitors who are abusive or aggressive with nurses, hospital patients or other visitors, or violate their behavioral contracts.
6. Have a manager or nursing supervisor immediately available twenty-four (24) hours a day, seven (7) days a week for patients who are violating their behavioral contracts, or who are abusive or aggressive with nurses, hospital patients or other visitors.
7. Have administrators with admitting approval privileges available for consult twenty-four (24) hours a day, seven (7) days a week for patients requiring administrative approval for admission.
8. Continue Workplace Violence Prevention de-escalation training for all nurses.
9. Allow the Union to have one (1) staff Nurse representative on the hospital-wide Workplace Violence Committee. =.
10. Improving staffing in the Emergency Department to support new workflows, to enhance safety and improve throughput.

Very truly yours,

Paul Hagens
Vice President, Human Resources
MedStar Washington Hospital Center

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

Julia Truelove, RN
National Nurses Organizing Committee, National Nurses United, AFL-CIO

TECHNOLOGY

The Hospital and the Union recognize that development and deployment of clinical technologies should be used to improve quality outcomes, patient safety and that when used in the patient care setting:

1. Technology must be consistent with the provision of safe, therapeutic, and effective patient care, which promotes patient safety.
2. Deployment of technology shall not limit the Registered Nurses in the performance of functions that are part of the Nursing Process, including full exercise of clinical judgment in assessment, evaluation, planning and implementation of care; nor from acting as patient advocate.
3. Technology is intended to enhance, not degrade nursing skills.

4. The manner in which technology is used shall support patient confidentiality.
5. Technology is intended to provide information and options for clinical decision-making. Clinicians will maintain clinical decision-making, including incorporating individualized patient needs, complications, co-morbidities, and acuity as appropriate.
6. For technology selected after the date of this agreement, the Employer will provide opportunities for Staff Nurses to provide input regarding new technology affecting the delivery of direct patient care prior to the deployment of the new technology.
7. Technology shall not be used to replace registered nurses.

MEMORANDUM OF AGREEMENT BETWEEN MEDSTAR HEALTH AND NATIONAL NURSES ORGANIZING COMMITTEE/NATIONAL NURSES UNITED

In a time of heightened political polarization and partisanship, Medstar Health (Medstar) and its affiliates (collectively the Employer), including Washington Hospital Center (the Hospital), and National Nurses Organizing Committee/National Nurses United (NNOC) enter into the following agreement to ensure stable labor relations regardless of shifting federal policy. This Agreement shall remain in effect through the expiration of the collective bargaining agreement between CNA and the Hospital.

A. CODE OF CONDUCT

1. The Employer agrees that it will not engage in anti-NNOC activities nor conduct an anti-NNOC campaign and will not make disparaging statements about NNOC or unionization with NNOC. By way of example:

- a. The Employer will not initiate any one-on-one conversations or group meetings with employees about union representation.
 - b. The Employer will not employ consultants for the purpose of persuading nurses regarding the question of union representation.
 - c. The Employer will not produce or distribute literature regarding the question of unionization.
 - d. The Employer will not provide assistance to any employee or outside entity engaged in an anti-NNOC campaign.
2. The Employer will not discriminate or retaliate against any Registered Nurse for support or activity in support of representation by NNOC.
 3. All parties to this Agreement agree not to engage in personal attacks against any officer, representative or employee of any other party to this agreement.

B. RECOGNITION AND NEGOTIATIONS

Upon presentation to, and verification by Arbitrator _____, of evidence of majority support for NNOC in an appropriate bargaining unit, the Employer will recognize NNOC as the exclusive bargaining agent for the aforementioned unit. A determination of majority support shall be based on statements of support made within one (1) year prior to the evidence being presented to the Arbitrator. Any disputes relating to the Union's evidence of majority support shall be resolved by the dispute resolution procedure described below. The Arbitrator shall have the authority to check the Union's evidence of majority support and to resolve any objections thereto.

The Union agrees not to coerce or restrain employees when it solicits evidence of support for the Union.

If that unit is comprised of Registered Nurses at Washington Hospital Center it will be considered part of the existing bargaining unit and will be covered under the collective bargaining agreement once negotiations over any unit-specific addenda have concluded. The Employer agrees to commence negotiations within 30 days of recognition except as otherwise agreed to by the parties. The Parties waive their right to an NLRB election in any bargaining unit covered by this Agreement.

C. RESOLUTION OF DISPUTES

If either party believes the other has violated this article, the affected party shall contact the other's representative. The parties should have a direct conversation within 24 hours to try to resolve the outstanding issue. If the parties are unable to resolve the outstanding issue, then either party may submit the unresolved dispute to arbitration with

_____. Upon submission, the arbitrator will hold a telephonic or telephonic or videoconference hearing as soon as possible but no later than 48 hours after submission of the dispute. The Arbitrator shall have the authority to establish appropriate procedures and to develop any appropriate remedy if there is a finding of the violation of this agreement. A decision shall be issued within 48 hours of the hearing.