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GENERAL AGREEMENT

BETWEEN

THE PSYCHIATRIC INSTITUTE  
OF WASHINGTON, D.C.

AND

COMMUNICATIONS WORKERS  
OF AMERICA  
AFL-CIO

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**Effective June 1, 2011**

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## AGREEMENT

AGREEMENT made and entered into on June 17, 2011 by The Psychiatric Institute of Washington, D.C., hereinafter referred to as the Hospital or PIW, and the Communications Workers of America, AFL-CIO, hereinafter referred to as the Union.

Whereas, the purpose of this Agreement is to promote harmonious relations between the Hospital and its employees, to secure efficient operations, and to establish standards of wages, hours and other working conditions for employees within the collective bargaining unit;

Whereas, the service which the Hospital and its employees are furnishing is an essential mental health service vital to the health, welfare, safety and comfort of the community and the Hospital is held solely accountable by State regulatory authorities for a high standard of care and safety for patients; and

Whereas, the Hospital, its employees, and the Union agree that their primary obligation is to serve the needs of such patients without interruption and without discord;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereunto agree as follows:

### ARTICLE 1 RECOGNITION AND DEFINITIONS

**Section 1. Recognition.** The Hospital recognizes the Union as the sole and exclusive bargaining agent for regular full-time, regular part-time, and PRN professional and nonprofessional employees employed by the Hospital at its Washington, D.C. location but excluding all other employees, confidential employees, managerial employees, and guards and supervisors as defined in the Act (certified by the NLRB in Case 5 RC-8945).

**Section 2. Definition of Bargaining Unit.** The bargaining unit shall consist of all full-time, part-time, and PRN employees of PIW who hold positions that are expressly identified in Appendix A, attached to this Agreement and incorporated herein by reference. The words "employee" or "employees," as used in this Agreement, refer only to those persons employed by PIW who are members of the bargaining unit.

**Section 3. Categories of Employees.** There will be four categories of employees:

- A. Full-time employees** are those employees regularly scheduled to work 40 hour per week. Full time employees are eligible for full-time benefits.
- B. Part-time employees** are those *regularly scheduled* to work more than 15 but less than 40 hours per week. Part-time employees are eligible for part-time benefits if they regularly work 15 hours per week or more.
- C. Temporary employees** are employees hired on a temporary basis as described below. Temporary employees are excluded from the unit unless they work more than four continuous months.
- D. PRN employees** are employees who work on an as needed or "per diem" basis.

**Section 4. Limits on the Use of PRN Employees.** PIW will limit the use of PRN employees regardless of what position the PRN employees occupy, to a maximum of 52,000 hours

per year. PIW will provide regular reports to CWA regarding the use of PRN employees and the cumulative hours worked by PRN employees. These reports will be submitted periodically at the 8<sup>th</sup>, 13<sup>th</sup>, 20<sup>th</sup>, and 26<sup>th</sup> pay periods.

**Section 5. Probation.** Probation for *all* employees (except PRN employees) is 90 days, extendable for an additional 90 days at PIW's discretion, or 60 work days, whichever is greater. (See Article 8)

**Section 6. 15-hour threshold.** An employee (as defined in the Agreement) who works an average of 15 or more hours per week within his or her probationary period will become a member of the bargaining unit and be required to join the Union or pay an agency fee. The employee remains a member of the unit, regardless of hours worked, so long as he or she is continually employed by PIW.

**Section 7. Employees who average more than 15 hours per week subsequent to probation.** An employee who does not work an average of 15 or more hours per week during his or her probationary period will become a member of the unit at the end of the first calendar quarter, (i.e., March 31, June 30, September 30, December 31), during which the employee has averaged 15 or more hours per week.

**Section 8. Employees who leave and return.** A member of the bargaining unit who leaves PIW and returns within less than one year will remain a member of the unit. A member who returns after more than one year will be treated as a new employee and will become a member of the bargaining unit under the contractual terms applicable to all new employees. This provision applies to PRN employees who are removed from the roster administratively because they have not worked within the previous 90 days.

**Section 9. Union security.** All employees (as defined in the collective bargaining agreement) must either join the Union or begin paying an agency fee equivalent to Union dues at the end of 90 days of employment, so long as they meet the 15-hour requirement described above.

**Section 10. Temporary employees.** A temporary employee is an employee who is hired for a period of up to four (4) months (i) for a special project or (ii) to replace an employee who is on leave. The temporary employee will be informed of the temporary nature of the job at the time of hire. The temporary employee's term of employment may be extended for an additional period of three (3) months or the length of the Maternity Leave or Temporary Disability of the employee replaced by the temporary employee, whichever is greater. A temporary employee whose appointment is extended beyond the initial four month period, however, will be deemed will be subject to Article 2 of this Agreement.

**Section 11. Union presentation during Hospital Orientation.** During General Hospital Orientation, the Hospital shall give a shop steward thirty (30) minutes with bargaining unit employees, to provide those employees with information about the Union.

## **ARTICLE 2 UNION SHOP**

All employees regularly scheduled to work at least fifteen (15) hours per week, who are not members of the Union shall, as a condition of employment, commencing on the first pay period in the month following their initial evaluation period and continuing during the term of this

Agreement, pay to the Union each month an agency charge as a contribution toward the cost of administration of this Agreement and the representation of such employees.

### **ARTICLE 3 CHECKOFF**

**Section 1. Employee authorization.** Upon receipt of a written authorization from an employee, the Hospital shall, pursuant to such authorization, deduct from the wages due said employee each month, starting not earlier than the first pay period of the month, following the completion of the employee's initial evaluation period and remit to the Union regular monthly dues or agency fees fixed by the Union. The Union will furnish the Hospital the appropriate dues authorization forms. Within 30 days of the date of hire the employee will be provided the dues authorization form by the hospital and will sign the dues authorization form as a condition of employment. The Union will be furnished a copy of the signed form. Monthly employee's Union dues will be deducted in two equal pay period installments.

**Section 2. Check-off administration.** Employees who do not sign written authorization for deduction must adhere to the same payment procedure by making payments directly to the Union.

The Hospital shall be relieved from making such "check-off" deductions upon:

- (a) termination of employment, or
- (b) transfer to a job other than one covered by the bargaining unit, or
- (c) layoff from work, or
- (d) an agreed leave of absence, or
- (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

Notwithstanding the foregoing, upon the return of an employee to work from any of the foregoing enumerated absences, the Hospital will immediately resume the obligation of making said deduction, except that deductions for terminated employees shall be governed by paragraph 1 hereof. This provision, however, shall not relieve any employee of the obligation to make the required dues payment pursuant to the Union constitution in order to remain in good standing.

**Section 3. Dues deficiency.** If after all other authorized or required deductions are satisfied, an employee's pay is not sufficient to permit a deduction for monthly agency fees, it is agreed that the un-deducted amount will be deducted in the first month in which the employee's pay is sufficient to allow make-up deduction to be taken. In no event, however, shall more than one month's dues be so made up, irrespective of the number of prior months for which dues delinquencies exist.

**Section 4. Suspension or termination of check-off.** The Hospital shall discontinue deductions from salary of any employee who notifies the Hospital in writing to cancel his or her authorization.

Each month the Hospital shall remit to the Union all deductions for dues or agency fees made from wages of employees for the preceding month, together with a list of all employees from whom dues or agency fees have been deducted.

**Section 5. Remission of dues to Union.** The above list and deduction check-off are to be transmitted to the following address:

Communications Workers of America, Member Dues  
Secretary-Treasurer of the Union,  
501 3<sup>rd</sup> Street, N.W.,  
Washington, D.C. 20001.

**Section 6. Indemnification.** It is specifically agreed that the Hospital assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Hospital harmless from any claims, actions or proceedings by an employee arising from deductions made by the Hospital hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 7. Monthly submission of information to Union.** The Hospital will, each month, furnish the Secretary-Treasurer of the Union the following information for the preceding month for all employees in the bargaining unit:

- (a) Names, social security number and dates of hire of new employees with notation as to their assigned Unit/Department and their home address, job title, employment status, birth date, and home telephone number;
- (b) Names of terminated employees with specific termination codes on monthly Bargaining Unit Report;
- (c) Names of employees who are on a leave of absence without pay; and
- (d) Change of address of any current employees.

#### **ARTICLE 4 RESPONSIBLE UNION-HOSPITAL RELATIONSHIP**

**Section 1. Information to be furnished to Union by Hospital.** Only those items explicitly noted in Article 3, Check-off must be provided to the Union by the Hospital. No other information must be furnished by the Hospital unless otherwise specifically provided for in this Agreement. In addition to any other specific provision the Hospital agrees to furnish all Personnel Policies contained in the Policy Manual relevant only to employees in the unit, other than instructional or guideline material for supervisors, except that the content of such policies, their formulation and adoption are not the subject of negotiation, grievance or arbitration.

The Hospital agrees to provide all relevant information to the processing or handling of a grievance, as defined herein, in the first step.

**Section 2. Rights of employees under the NLRA.** The Union and Hospital agree not to interfere, restrain or coerce employees the exercise of their rights guaranteed by the National Labor Relations Act, including activities relating to the Union.

**Section 3. Conduct of the parties.** The Hospital and the Union recognize that it is in the best interest of both parties, the employees, and the public, that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues



and improves, the Hospital and the Union and their respective representatives at all levels will apply the terms of the Contract fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees covered by this Contract.

**Section 4. Information provided by Union to employees.** In addition, it shall be the responsibility of the Union to provide bargaining unit members with copies of the By-laws, Constitution and Annual Reports where relevant to any action taken by the Union directly affecting the terms and conditions of employment.

#### **Section 5. Occupational Safety and Health**

PIW and the Union mutually acknowledge the need for an environment where all phases of work can be accomplished safely and the need to promote an understanding and acceptance of the principles of occupational safety and health for all employees and their own safety and health, also that of their patients, clients, fellow employees and the general public.

To achieve the above principles, the Union will appoint two representatives to the Environment of Care Committee. This committee, among other tasks, will meet to discuss steps that can be taken to improve the occupational health and safety based on applicable OSHA requirements and guidelines.

### **ARTICLE 5 UNION ACTIVITY**

**Section 1. Time and place limits.** No employee shall engage in any Union activity including the distribution of literature, which could interfere with the performance of work during his working time or in working or in patient areas of the Hospital at any time.

**Section 2. Union business and meeting space.** All Union business will be conducted outside of employees' working time and in non-working areas of the Hospital. Once each month, the Hospital will make available to the Union a meeting room of sufficient size to accommodate twenty (20) people. The Union may utilize the room at times that will give it access to bargaining unit employees on all three shifts, but shall meet with employees only during periods when they are not scheduled to be working.

With mutual agreement, parties can meet beyond an employee's working time. Such request will be made judiciously by the Union.

**Section 3. Bulletin boards.** The Union shall have the privilege of posting notices of meetings, elections of officers and referendum, notice of Union recreation or social business, or officer and steward identification on designated staff bulletin boards provided by the Hospital. These so designated bulletin boards will not be in patient access area, which includes accessibility by Vision, and will be locked at all times. There will be a designated bulletin board on each floor of the Hospital. The bulletin board is to be used only for the above listed purposes and shall not contain anything of a political or controversial nature or reflect upon the Hospital or any of its employees.

Notices shall only be posted by Union delegates after approval of the Administrator or his designee.

## ARTICLE 6

### Section 1. BIDDING AND POSTING

Consideration shall be generally given to the request of an existing employee for a transfer or promotion from one job to another. When more than one employee applies for and/or is considered for a promotion and where the Hospital finds the qualification of the employees to be substantially the same, it will select from among them the employees with the greatest amount of seniority.

## ARTICLE 7 UNION REPRESENTATIVES

**Section 1. Union representatives—grievance meetings.** The Union may furnish a representative to attend any grievance when requested to do so by an employee. The “Representative” as a phrase may apply to two (2) Union Representatives rather than one (1) Representative at Step 1 of the Grievance Procedure and three (3) Representatives at Step 2.

**Section 2. Released time for bargaining.** The hospital will release with pay up to three (3) Union Representatives for the purpose of bargaining as long as the negotiations are on Hospital premises. The Union agrees to notify the hospital of the identity of the three (3) designated Union Representatives within a reasonable amount of time prior to negotiations.

## ARTICLE 8 INITIAL EVALUATION PERIOD

Newly hired full time and part time employees shall be considered in an initial evaluation period for a period of 90 calendar days from the date of employment, excluding time lost for sickness and other leaves of absence.

Newly hired PRN employees shall be subject to a an initial evaluation period of ninety (90) calendar days or sixty (60) work days whichever is greater with the exception that an initial evaluation period shall not last for more than six months from the first date of employment.

An evaluation period of 120 calendar days, excluding time lost for sickness and other leaves of absence, will be applied to part-time employees covered by this Agreement.

An evaluation period of 150 calendar days will be applied to all employees hired directly into one of the Hospital intern programs.

The Hospital shall, at its discretion, have the right to extend a new employee’s initial evaluation period for an additional period up to a maximum of 90 calendar days. The Union will be notified of any extension of an evaluation period.

During or at the end of the initial evaluation period or extended period, the Hospital may discipline or discharge any such employee at will and such discharge shall not be subject to the Grievance and Arbitration provisions of this Agreement.

Nothing herein is meant to prevent an employee, whether on an initial evaluation period or not, from exercising any statutory right. This exercise does not create any additional rights under this Agreement.

**ARTICLE 9  
401 (K) INVESTMENT PLAN**

The Hospital agrees to provide a 401(K) program of investment vehicle options to employees to contribute before-tax dollars to be used toward their retirement planning. All employees are eligible to participate regardless of hours worked per week.

The Hospital will match employee contribution to a maximum of 2% up to a maximum of \$1,000 per year.

All PIW employees are eligible to participate in the 401(k) plan once they meet the eligibility requirement of 500 hours.

**ARTICLE 10  
EMPLOYEE BENEFIT PROGRAM**

The Hospital agrees to provide to eligible employees medical, dental and life benefits. Participating employees have a choice of two (2) health plans offered by the Hospital. Additionally, the Hospital provides Dental Insurance and Life Insurance. Eligibility is defined as those employees regularly and normally scheduled to work a minimum of 15 hours per week. See Appendix C for plan descriptions.

**ARTICLE 11  
LONG-TERM DISABILITY PROGRAM**

The Hospital agrees to provide to eligible employees a Long-Term Disability program. Eligibility is defined as those employees regularly and normally scheduled a minimum of 15 hours per week. Appendix C describes the LTD options available to eligible employees.

**ARTICLE 12  
WAGES/WAGE ADMINISTRATION**

**Section 1. Wage increases.** The following wage increases will be applied during the term of this Agreement:

- Effective June 1, 2011**, the hourly rate for all employees will increase by 2.5%.
- Effective June 1, 2012**, the hourly rate for all employees will increase by 2.5%.
- Effective June 1, 2013**, the hourly rate for all employees will increase by 2.75%.
- Effective June 1, 2014**, the hourly wage for all employees will increase by 3.0%.
- Effective June 1, 2015**, the hourly wage for all employees will increase by 3.0%

**Section 2. DC Living Wage Law.** Effective June 1, 2011 the minimum wage for employees will be \$12.50 per hour. The minimum wage will increase in succeeding years in accordance with DC Living Wage Law.

**Section 3. Registered Nurses.** Effective June 1, 2007 the minimum wage for all Registered Nurses shall be \$25.00 per hour.

**Section 4. Changes in classification of employees.** Hospital reserves the right to change the pay level of any job position or classification to a higher level. The Hospital will notify the Union one week prior to the action being effective. All persons in such classification will receive the increase to the higher level.

An employee who is transferred to another job classification shall be transferred at his present rate and under no circumstances be paid less than the minimum rate of the new position.

**Section 5. Effective date of personnel actions.** The effective date of personnel actions for salary adjustment, department transfers, etc., will be on the beginning of the payroll period in which the change falls; therefore, except for dates of hire and terminations, all personnel action forms should reflect an effective date of the beginning of the payroll period. The Hospital shall not be precluded from hiring an employee at above the minimum rate.

**Section 6. Tuition assistance and social function benefits.** Existing fringe benefits, such as the tuition assistance program, and contributions to employees social functions are exclusively management's determination and may be modified at management's sole discretion. If an employee attends a course at the direction of the Hospital, the cost of the course will be reimbursed by tuition assistance at one hundred percent (100%).

**Section 7. Cafeteria.** The Hospital will retain during the period of this Agreement its policy of providing Hospital cafeteria meals at cost to employees. This paragraph, however, does not obligate the Hospital to provide meals to employees when in the Hospital's judgment this is not practical. It is understood that employees who chaperon patients to the cafeteria are not considered on their meal break and are entitled to a meal period at some time on their shift. Meal breaks should be coordinated with their supervisor.

**Section 8. Effect of workers compensation and unpaid leave.** The Hospital shall not recognize as time worked periods of unpaid leave to include time off covered by workers' compensation toward the calculation of the employee's anniversary date. Anniversary dates will be adjusted accordingly to reflect periods of unpaid leave.

**Section 9. Work shoes for Dietary and Maintenance employees.** Dietary and Maintenance staff will receive \$85 annually to offset the cost of purchasing appropriate shoes for their work.

**Section 10. Wage increase for additional certification.** Employees in the Social Work Department who receive additional credentials beyond the minimum qualifications necessary, shall receive a 2.5% wage increase above his/her normal pay. The Union may submit an additional list of credentials in other Departments that will receive the additional wage increase. The list will be reviewed and discussed with the Hospital.

**ARTICLE 13  
ANNUAL EMPLOYEE BONUS**

**Section 1. Criteria for payment of bonus.** If for any calendar year during the term of this agreement, PIW has (i) pre-tax, pre-bonus earnings (total revenue minus total expenses before taxes and bonus) of at least \$1,000,000 and (ii) PIW has operating cash (Minus all accrued expenses related to the 12/31 bonus year payable by 3/15 of the following calendar year minus all payor settlement liabilities payable by 3/15 of the following calendar year, PIW will pay employees a bonus. PIW will provide the Union with a certified statement from an auditor by April of each year that specifically addresses the bonus qualification. The bonus will be paid as follows:

- (a) Full-time employees who have worked 12 months during the calendar year will receive a bonus of \$1,000.00. Full-time employees who have worked at least 6 months during the calendar year will receive a bonus of \$500.00.
- (b) Part-time employees who have worked 12 months during the year will receive a bonus of \$500.00
- (c) Full-time, Part-time and/or Per Diem employees who have worked at least 500 hours during the calendar year will receive a bonus of \$250.00

**Section 2. Eligibility:** Only employees employed by PIW on the date the bonus is paid are eligible for the bonus described in this Article 13.

**ARTICLE 14  
HOURS OF WORK**

**Section 1. Normal workweek.** The normal workweek for full-time employees shall be forty (40) hours exclusive of one thirty (30) minute unpaid meal period per day. The Hospital has the exclusive right to determine which units and employees shall work the various workweek schedules.

**Section 2. Change of schedule by employee.** Employees may request, normally forty-eight (48) hours in advance, to their supervisor the switching of schedules with other employees on their unit who hold the same job classification. The Supervisor has ultimate determination as to the granting of this privilege.

**Section 3. Manner of reporting.** Employees shall report in appropriate dress and ready for work at their job location and quit work at their job location at the time designated by the Hospital as the beginning and end of their regular workday, unless expressly assigned to overtime.

**Section 4. Hospital's right to change schedules.** Employees shall work on the unit/department shift, shifts or shift assignments for which they are hired and the Hospital reserves the right to schedule and change an employee's shift assignment when necessary to maintain operating efficiency and/or optimum patient care.

**Section 5. Scheduling weekends.** The Hospital shall endeavor to schedule weekends off in a fair and equitable manner.

**Section 6. Inclement Weather.** Due to the nature of Hospital work during extreme weather conditions, disaster or national emergencies, our commitment to patient care requires more than ever that all essential employees be on duty as scheduled. However, during extreme conditions that impacts public transportation and Federal Government closing, employees may be granted PDL or excused time on a first come, first served basis. Request must be granted by supervision in your reporting unit or department.

Consideration that is more lenient will be given to those non-essential employees who have minimal impact on the patients and intended functionality of the services provided by the Hospital.

#### **ARTICLE 15 OVERTIME PROVISIONS**

Any employee who is not exempt from the applicable State or Federal Law pertaining to overtime and who is required to work in excess of forty (40) hours in any one payroll week shall be paid for such weekly overtime at the rate of time and one-half his regular straight-time hourly rate.

With respect to full-time, regular exempt employees, such as Social Workers, who fall within the bargaining unit, such employees will receive at the Hospital's discretion compensatory time off or overtime compensation on a straight-time basis for all hours worked within the workweek in excess of five (5) hours beyond their normal and regular schedule, if such overtime is approved in advance by their supervisor. Compensatory time earned in this fashion may not be used for unplanned absences and must be used within six (6) months of the date earned.

For purposes of overtime, Registered Nurses will continue to be treated as non-exempt employees.

Only hours actually worked during any one (1) workweek will be used in determining eligibility for overtime compensation.

The amount of overtime work and the employees required to work such hours shall be established by the Hospital.

Authorized overtime work shall be distributed as equitably as is reasonably practical among employees normally performing the work.

There shall be no pyramiding or duplication of any premium pay or overtime. When work falls within two (2) or more overtime or premium pay classification (whether required by law or by terms of the Agreement) only the highest single overtime or premium rate shall be paid.

#### **ARTICLE 16 SHIFT DIFFERENTIAL**

All non-clinical and clinical non-exempt employees will receive a shift differential for all hours worked between 6:00 p.m. and 6:00 a.m. The Hospital may elect at its sole discretion to include selected exempt personnel to participate in its shift differential program.

All employees who are assigned to a designated evening or night shift will receive a shift differential over the employees' normal straight-time hourly rate for all hours worked.

Shift differential is computed and paid when an employee working on the night or evening shift is asked to work overtime.

**SHIFT DIFFERENTIAL SCHEDULE**

WEEKDAY RATES

WEEKEND RATES

JOB CLASSIFICATION	EVENING	NIGHT	DAY	EVENING	NIGHT
Housekeeper	0.93		1.00	1.89	1.89
Utility Technician (Food Service)	1.02		1.00	1.98	
Cook	1.02			1.98	
Psychiatric Technician	1.20	1.38	1.31	2.34	2.34
Unit Secretary	1.16				
Counselor	1.28	1.28	1.28	1.28	1.28
Front Desk Receptionist	1.16	1.16			
Medical Record Tech	1.16				
Patient Service Rep./Sr. Patient Service Rep	1.37				
LPN	1.60	1.60	1.60	2.08	2.60
Coder/Analyst	1.37			1.37	
Art Therapist	1.55	1.55	2.24	3.81	
Carpenter	1.91	1.91		1.91	1.91
Financial Counselor (Admissions Clerk)	1.37			1.37	
RN	2.74	3.41	4.57	6.50	6.50
Pur. Coord. Non Degree	1.14				
Lead Receptionist	1.14	1.14			

**ARTICLE 17  
CALL-IN PAY**

Any employee who is called and requested to come to work and does so will be paid an additional four (4) hours at his/her regular rate of pay.

Employees who are designated as On-Call will be paid at the rate of \$10.00/day in addition to their regular rate of pay.

**ARTICLE 18  
HOLIDAY PROVISIONS**

**Section 1. Holidays observed.** For the purpose of this Agreement, upon employment the following days shall be considered paid holidays for full-time employees: New Year’s Day; Martin Luther King’s Birthday; President’s Day; Memorial Day; Independence Day; Labor Day; Thanksgiving and Christmas. Upon employment part-time employees earn holiday benefits at the following rates:

<b>Regularly Scheduled to Work (Hours/Week)</b>	<b>Holiday Hours</b>
<b>20-25</b>	<b>4</b>
<b>26-34</b>	<b>6</b>
<b>35 or more</b>	<b>8</b>

**Section 2. Holiday pay.** During the term of this Agreement, employees who are required to work on any of the eight (8) designated holidays will be paid time and one-half their regular hourly rate for all hours worked plus at the discretion of their supervisor, another day off at their regular straight-time hourly rate or holiday pay.

**Section 3. Scheduling holidays.** With supervisory approval, holidays may be scheduled up to thirty (30) days prior to or thirty (30) days after the designated holiday.

The designated holidays listed herein shall be recognized as of the day on which they are legally observed.

The Hospital will endeavor to schedule holiday time-off in an equitable manner. If a holiday falls during an employee's vacation, the employee shall not be charged PDL.

**Section 4. Eligibility.** To be eligible for holiday pay or a substitute holiday under this Article, the employee must:

- (a) Work the scheduled day before and after the holiday unless excused on paid leave or leave of absence of no more than one day under the provisions of this Agreement.
- (b) An employee who is scheduled to work on any holiday and does not work, and/or does not telephone to the supervisory individual responsible for the unit or department on said day, shall receive no pay for such holiday.

## **ARTICLE 19 FLOATING HOLIDAYS**

Regular full-time employees who have completed their 90-day initial evaluation period are entitled to two (2) Free Days each year. Regular, part-time employees working a minimum of twenty (20) hours per week are eligible for one Free Day each year. "Year" is defined as a calendar year (January 1 to December 31).

The purpose of the Floating Holiday is to allow employees the freedom to elect two (2) days off as holiday time in addition to the designated holidays of the Hospital.

An employee may use his Free Day for any purpose. However, the specific day must be approved in advance by his Unit/Department Director. The Free Days are taken at the option of the employee, provided that staffing is adequate for the day chosen and that patient care is not affected.

An employee should request his Free Days to be scheduled at least two weeks prior to the requested date.



On the first full pay period in January and July, all regular, full-time employees employed prior to the appropriate December 31<sup>st</sup> or June 30<sup>th</sup> dates will receive eight (8) hours additional Paid Days Leave (PDL). All regular part-time employees working a minimum of fifteen (15) hours per week and employed prior to December 31<sup>st</sup> or June 30<sup>th</sup>, will be credited with four (4) hours additional PDL, as of the appropriate first pay period in January or July.

New hires during the calendar year will receive proportionate PDL in conjunction with their starting month as follows:

	<u>Full-Time</u>	<u>Part-Time</u>
PDL to be credited for each month of service of the year	1.33 hour	0.66 hour

The Floating Holiday should be recorded as PDL hours on bi-weekly timesheets.

**ARTICLE 20  
SEVERANCE PAY**

All regularly scheduled full-time employees and all regularly scheduled part-time employees of the Hospital who have completed their initial evaluation period will be eligible for severance pay or notice as follows:

- (a) Severance pay or notice will be given in those instances where an employee is required to leave the Hospital's employ due to either permanent lay-off, dismissal (except misconduct or absenteeism) or abolishment of their position. Where notice (instead of severance pay) is given, an employee will be informed by the Hospital and given three (3) paid days of Administrative Leave to investigate other employment possibilities. The employee must designate that they require the leave to look for work in order to receive pay. If leave is not utilized in this manner it will not be converted to and paid out as PDL hours.
- (b) The employee will be given severance pay or thirty (30) days notice in lieu of severance pay or notice as follows:

Regular Full-Time Exempt.....	Five (5) weeks
Regular Full-Time Non-Exempt.....	Three (3) weeks
Regular Part-Time	
(20 hrs to 39 hrs) with:	
1 to 3 yrs service.....	Eight (8) days
4 to 5 yrs service.....	Two (2) weeks
6 yrs and up.....	Three (3) weeks
Regular Part-Time	
(Less than 20 hrs) .....	Seven (7) days

- (c) All eligible employees who have completed three years of service as of June 9, 1993 will maintain eligibility for the following severance consideration:

Full-time employees having completed three (3) years of continuous service as of June 9, 1993 for which severance pay has not been previously given, will be given an additional one week of severance pay for each full year of continuous service over and above their initial three (3) years of service.

## **ARTICLE 21 SENIORITY**

“Seniority” in terms of this Agreement means total continued length of employment but will be applied on a unit and classification basis. It is agreed that in all cases of promotions, transfers, increases or decreases of force, the following shall be considered:

- (a) Ability to perform the work;
- (b) Length of seniority.

It is further understood and agreed that where in the judgment of the Hospital the application of factor (a) produces equal results, the length of seniority shall govern.

Seniority will be lost by separation or leave of absence of longer than one (1) year.

## **ARTICLE 22 REDUCTION IN HOURS AND STAFF**

**Section 1. Hospital's Right to Reduce Employee Hours.** Whenever the daily census for the Hospital drops below 76 patients for a period of at least seven (7) consecutive days, the Hospital shall have the right to cancel employee shifts or otherwise reduce the scheduled hours of any employee, in accordance with the procedures set forth in this Article 22.

**Section 2. Procedure for Reducing Employee Hours.** Before reducing any regular full-time or part-time employee's hours, either by canceling the employee's shift without offering an alternative shift during the same pay period, or by otherwise reducing the employee's total hours during any pay period, the Hospital shall, for each job classification for which such a reduction is contemplated:

- (i) Cancel all agency staff
- (ii) Cancel all overtime assignments.
- (iii) Cancel shifts of PRN employees
- (iv) Invite employees to volunteer to give up a shift or reduce hours.
- (v) Offer regular full-time or part-time employees an alternate shift in lieu of a shift cancellation or hours reduction.

If after exhausting the preceding means of avoiding reductions in work hours, the Hospital still finds it necessary because of financial exigency to reduce employee hours, whether through canceling shifts or otherwise, the Hospital may proceed to cancel shifts or reduce hours to a total of no more than ten (10) full-time equivalent employees (FTE's) per each eight-hour shift *for a period not to exceed thirty (30) days.*

Reductions will be implemented as follows:

- (i) Clinical Staff in a Clinical Unit which is affected by the low census will be floated to another Clinical Unit during their assigned shift.
- (ii) Shifts will be cancelled or hours otherwise reduced within each job classification beginning with the employee with the least Unit Seniority.
- (iii) Reductions in hours will be rotated among the staff in each classification on each affected Unit so that, to the extent reasonably practicable, the impact of the reduction in hours will be shared equitably among the members of each job classification within each unit.

Employees whose shifts are cancelled or whose hours are reduced may use their accumulated PDL to replace time lost by a cancelled shift or reduced hours. They will also be given preference for overtime opportunities to replace the work hours lost.

**Section 3. Notice to Union.** Whenever the Hospital exercises its right to reduce hours or cancel shifts pursuant to this Article 22, the Hospital shall notify the Union thereof on the day the Hospital implements the reduction or cancellation or, if the reduction or cancellation occurs on a weekend or holiday, on the first business day thereafter. In its notice, the Hospital will identify those employees whose hours are to be reduced. Within fifteen (15) calendar days following the date of the reduction or cancellation, the Hospital will submit to the Union in writing a plan for a reduction in force. If the Union desires to respond to or discuss the proposed reduction in force, the Union must do so within fifteen (15) days of receipt of the notice from PIW.

**Section 4. Additional Guidelines and Time Limits.** Any reduction in hours within any Hospital Department or Clinical Unit made pursuant to this Article 22 will be implemented as follows:

- (i) The reduction in hours will be implemented and the provisions of this Section will be applied on a Unit (or Department) by Unit (or Department) basis.
- (ii) A reduction in hours in any Hospital Department or Clinical Unit may continue for a maximum of thirty (30) days.

**Section 5. Reimbursement for lost hours.** If during a calendar year, PIW initiates a reduction of hours, PIW is responsible for maintaining an accounting for actual shifts reduced for both union and non-union employees including date, hours reduced and lost wages. If the audited financial statements of PIW for that calendar year indicate a "profit before taxes" and "available cash flow from operations" in excess of the aggregate (both union and non-union wages) amount of lost wages, PIW will reimburse employees for actual lost wages. This reimbursement will occur upon the issuing of the audited financial statements (typically in April of the following calendar year). Reimbursement will be restricted to mandated reductions in hours and not for voluntary reductions in hours or the use of "PDL."

**Section 6. Criteria for Reduction in Force.** Any decisions by the Hospital regarding a reduction in force shall be determined by employee qualifications and seniority, in accordance with Article 21.

**Section 7. Procedures To Precede Reduction in Force.** When reduction in force in any Hospital Department or Clinical Unit becomes necessary, the Hospital will make reasonable efforts to transfer the affected employees to other Departments or Clinical Units within the

Hospital which have vacant positions for which the employee is qualified. An employee's qualification for such a vacant position will be determined solely by the Hospital.

**Section 8. Notice.** The Hospital will provide the Union and employee with notification of any reduction in force no less than thirty (30) days prior to implementation of such reduction.

**Section 9. Notice or Severance Pay.** Severance pay or notice in lieu of severance pay will be provided in accordance with Article 20 of this Agreement.

**Section 10. Recall and Related Rights.** The Hospital shall not employ any temporary employees or PRN employees to perform full-time or part-time bargaining unit type of work for any job classification, if there is any bargaining unit employee on lay-off in that same job classification who is qualified to perform the relevant job, as solely determined by the Hospital. Provided, however, the Hospital may use PRN or temporary employees while waiting for recalled employees to return to work.

Notice of recall shall be given by certified mail or overnight mail to the last address given to the Hospital by the laid-off employee. If an employee fails to respond within seven (7) working days after receipt of the notice of recall or if the notice is returned for any reason, the employee will be deemed to have refused the position offered.

An employee who is laid-off shall remain on the recall list for one (1) year after the effective date of the employee's lay-off unless the employee:

- (a) Waives his/her recall rights in writing;
- (b) Resigns;
- (c) Fails to accept recall to the position that he/she held immediately prior to his/her layoff;
- (d) Fails to report to work for a position that he/she has accepted within ten (10) days after receipt of the notice of recall, unless such employee is sick or injured. If an employee has secured temporary employment elsewhere, he/she may, at the discretion of the Hospital, be allowed up to an additional ten (10) days before reporting to work.

**Section 11. Time.** All time limits set forth in this Article are exclusive of Saturdays, Sundays and Holidays. The parties agree that evidence of delivery of a recall notice or other document described in this Article 21 in the form of a confirmation of delivery by certified mail or overnight carrier shall constitute evidence of compliance with the delivery of notice requirements of this Article.

## **ARTICLE 23 MANAGEMENT RIGHTS**

The Union and the Hospital agree that the provisions of the Agreement shall be expressly limited to hours, wages, and working conditions of the employees, and no provisions shall be construed to restrain the Hospital from the management of its business. The Hospital retains the sole right to manage its business, including but not limited to the right to establish and administer policies and procedures related to patient care, research, education, training, operations, services and maintenance of the Hospital, the right to determine the size and composition of the work force; subcontract for or of Hospital services; to determine medical and nursing care standards; to decide the number, location and operation of divisions, departments and all other units of the

Hospital, to establish, expand, reduce, alter, combine, consolidate or abolish any job classification, department, operations, service or any part thereof, the quantity and type of equipment to be used in the facilities, the speed of such equipment, the manning requirements of such equipment or any job, the discontinuation or merger of the units or departments; to determine the time for work, staffing pattern and area worked, job content, the method and place of performing work, including the right to determine that the Hospital's work force shall not perform certain work; the laying-off of staff as solely determined by the Hospital; the schedules of work and of work breaks; the method of performing work including the introduction of improved methods or facilities, to change or add safety rules and enforce penalties for their violation, together with the control and state of products which may be used by employees; to have non-bargaining unit supervisory, managerial or confidential employees perform bargaining unit work; to fix standards of quality and quantity for work to be done; to install and require use of time clocks; to determine whether any part or whole of its operations shall continue to operate as the need of the Hospital dictates; to allow outside contractors to hire employees and have them perform bargaining unit work; to establish, change or abolish any job classification or service; to abolish past work customs or practices which are inefficient or costly; to maintain order and efficiency in its facility and operations; to determine the duties of employees; to discharge employees on an evaluation status for any reason whatsoever; to hire, lay-off, assign, transfer, demote; to determine the qualifications of employees; to promote employees, to reprimand, evaluate, discharge, suspend or discipline any employee; to determine the starting and quitting time, overtime, and the number of hours to be worked and there will be no guarantee thereof; to liquidate and close down the Hospital or any part thereof for any reason whatsoever; and all other rights and prerogatives including those exercised unilaterally in the past, subject only to such regulations and restrictions governing exercise of those rights as expressly provided in this Agreement.

The Hospital also retains the right to promulgate and to enforce written rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purposes of maintaining order, safety and/or effective operation of the Hospital. Such Hospital rules and regulations shall not be stayed pending Grievance and Arbitration procedures.

The above-mentioned management rights are not to be interpreted as being all-inclusive, but merely indicate the type of rights which belong to and are inherent to management. It is understood that any of the rights, power or authority the Hospital had prior to the signing of this Agreement are retained by the Hospital, except those specifically abridged, granted or deleted to others or modified by this Agreement.

## **ARTICLE 24 EMPLOYEE DISCIPLINE**

**Section 1. Classification of the Discipline or Discharge.** Before disciplining or discharging any employee, the Hospital will first determine

- (a) Whether the act or omission of the employee involves an issue of patient care; and
- (b) Whether the act or omission of the employee is one which should be addressed progressively, beginning with a Verbal Warning, or whether the infraction is sufficiently serious to require more severe discipline initially.

The Hospital will advise the employee at the time that discipline is imposed

- (1) Whether the Hospital deems the matter to be one involving patient care; and
- (2) Whether discipline is to be progressive, as described in Section 2 below, or otherwise, as described in Section 3.

**Section 2. Steps in the Progressive Disciplinary Procedure.** If the Hospital determines that the infraction is one appropriate for Progressive Discipline, discipline will generally involve the following steps

- (a) **Verbal Warning.** For infractions which can be reasonably remedied through progressive discipline, an employee may first be given a Verbal Warning. No reference to the Verbal Warning will be placed in the employee's personnel file. The employee's supervisor may, however, document the fact that the Warning was given
- (b) **First Written Reprimand.** A First Written Reprimand is the second step of discipline following a Verbal Warning. In some instances, where the infraction is sufficiently serious, the First Written Reprimand may constitute the *first step* in the progressive disciplinary process, without a prior Verbal Warning.
- (c) **Second Written Reprimand.** In most situations an employee will be given a Second Written Reprimand before any more severe discipline is imposed. Depending on the severity of the infraction, a Second Written Reprimand also may be accompanied by a suspension.
- (d) **Suspension.** A suspension for a specific period of time will usually be given to an employee either with a Second Written Reprimand, or subsequent to the Second Written Reprimand, depending on the seriousness of the infraction and surrounding circumstances.

In the event that an employee's conduct at any time causes PIW to reasonably conclude that the continued presence of the employee in the Hospital poses a threat to the safety of patients or other persons in the Hospital or to the orderly operation of the Hospital, the Hospital may suspend the employee immediately subject to discharge.

- (e) **Discharge.** In most cases, discharge will be the last step in the progressive disciplinary process, following a Verbal Warning, a First Written Reprimand, a Second Written Reprimand, and a suspension (either with the Second Written Reprimand or following the Reprimand).

When an employee is to be discharged, the Director of Human Resources, the employee's supervisor, and the Chief Operating Officer or her designee will meet with the employee. The employee may, at his or her election, have a union representative present. During the meeting the Hospital will explain to the employee the conduct and related circumstances which have led to the discharge, including any prior pattern of conduct or discipline and provide the employee a copy of any relevant documents related to the discharge.

**Section 3. Other Discipline.** If the Hospital determines, pursuant to Section 1 of this Article, that the employee's offense is of such a serious nature, that it is not amenable to progressive discipline, then the Hospital may suspend or discharge the employee without regard to prior discipline. In such cases, a suspension may be issued at the same time as a First or Second Written Reprimand.

**Section 4. Employees Charged with a Felony.** The Hospital may suspend an employee charged with a felony until the employee has been acquitted without the obligation to pay back wages.

**Section 5. Opportunity for Employee Response.** An employee may file a written response to any written reprimand or other document related to discipline which is placed into the employee's personnel file. The employee's response will become a part of the personnel file.

**Section 6. Right to Union Representation.** An employee is entitled to have a Union representative present at any meeting or discussion between the employee and a Hospital managerial employee in which the employee has reasonable ground, based on objective facts to believe the interview will likely result in disciplinary action. In addition, the employee has the right to Union representation at every step of the Grievance Procedure described in Article 25.

**Section 7. Removal of Disciplinary Records.** Any written reprimand or other formal record of discipline will be removed from an employee's personnel file and be of no further effect, if, during the two year period following the date of the incident leading to discipline, the employee is not subject to any additional disciplinary action.

## **ARTICLE 25 GRIEVANCE PROCEDURE**

**Section 1. Scope of Grievances.** Except as otherwise provided in this Agreement, both the Union and the Hospital have the right to file grievances. The subject matter of any grievance is limited to disputes or complaints related to the interpretation or application of this Agreement or an appeal of disciplinary action.

**Section 2. Applicability of the Grievance Procedure.** Except as otherwise expressly provided in this Agreement, all forms of discharge and discipline, other than a Verbal Warning or Informal Counseling, are both grievable and arbitrable.

**Section 3. Matters Not Subject to Arbitration.** Discipline or discharge for the following, however, are grievable but are *not* subject to arbitration:

- (a) Inability to perform work and gross neglect of work
- (b) Refusal to do assigned work,
- (c) Refusal to work overtime during an emergency,
- (d) Refusal to render assistance when requested to do so,
- (e) Refusal to accept holiday work in cases of emergency,
- (f) Insolent responses to work orders,
- (g) Delays in carrying out assignments,
- (h) Refusal to follow directions
- (i) Falsifying records or concealing defective work
- (j) Disclosure of confidential information.

**Section 4. Matters Not Subject to Grievance or Arbitration.** The following are *neither grievable nor arbitrable*:

- (a) Any matter, including discipline or discharge, involving an employee still in his or her Probationary Period, as defined in Article 8.
- (b) Any matter, including discipline or discharge, which involves Patient Care, as described in Section 5 below.
- (c) The determination of rates of pay for new jobs.

**Section 5. Patient Care.** Except as otherwise provided in this Article 25, it is understood that any incident, which in the opinion of the Chief Operating Officer or her designee is a medical/clinical or treatment matter which directly impacts on patient care, will not be subject to the Grievance and Arbitration procedure.

**Section 6. Review of Patient Care Matters.** Although disciplinary actions and discharges related to patient care are neither grievable nor arbitrable, any employee subject to discipline or discharge as a result of an incident deemed by the Chief Operating Officer or her designee involving patient care, may grieve, in the manner described in this Section 6, the sole question of whether the matter was in fact a patient care issue. An employee may initiate a grievance pursuant to this Section 6 using the process described in Sections 8 through 11 of this Article 25.

- (a) Within ninety (90) days following receipt by the Hospital of a patient care grievance pursuant to this Section 6, a Medical Review Committee will be convened consisting of (1) the Medical Director or his or her designee; (2) a Psychiatrist not employed by the Hospital; and (3) a Master Degree Social Worker, Nurse Therapist or Nurse who is a member of the bargaining unit and who has been employed full-time by PIW for at least one (1) year, but who was not involved in the incident.
- (b) The Medical Director will select the Psychiatrist and the Union will select the bargaining unit employee. The sole issue to be presented to and decided by the Medical Review Committee is whether the incident under consideration was properly identified by the Director of Clinical Services as a medical/clinical or treatment matter.
- (c) If the Committee concurs by majority vote with the Chief Operating Officer's decision that the incident was a medical/clinical or treatment matter impacting on patient care, the grievance is terminated and no further proceedings under this Agreement may be commenced. The decision of the Committee is final and binding. All individuals will be held to professional ethics and confidentiality. The members of the Committee shall be prohibited from discussing the matter outside of the Committee, except to notify the Union and the Hospital of the Committee's final decision.

**Section 7. Informal Resolution of Grievances.** Prior to initiating any formal grievance under this Agreement, a grievant may seek to informally resolve his or her grievance through discussions with his or her supervisor and/or the Human Resources Department.

**Section 8. Grievance Format.** All grievances must be in writing. Each grievance must state clearly and concisely all the facts known to the grievant and/or the Union. The grievance must expressly identify every provision of the Agreement which the grievant alleges has been



breached and clearly explain the basis for the allegation that the Hospital has violated the Agreement.

**Section 9. Steps of the Grievance Procedure.**

**Step 1:** The grievant or the Union acting on behalf of the grievant must, within thirty (30) days from the event(s) that gave rise to the grievance, submit the grievance in writing to his or her immediate supervisor with a copy to the Director of Human Resources. The supervisor will provide a written response within ten (10) days following receipt of the grievance. A formal meeting may take place at this Step with the mutual agreement of the Hospital and Union. All evidence, issues, and positions must be presented at Step 1 of the procedure. Failure to so do will preclude consideration of the same in any arbitration proceeding.

**Step 2:** If the grievance is not settled in Step 1, then within ten (10) days of the grievant's receipt of the Hospital's written response to the grievance, the grievant or the Union acting on behalf of the grievant must request in writing to proceed to Step 2 of the Grievance Procedure. The Step 2 request will be submitted to the Director of Human Resources. A formal meeting will thereafter be convened to discuss the grievance. The Hospital will be represented at such meeting by the grievant's supervisor, the Director of Human Resources, the Chief Operating Officer or her designee, and any other person that the Hospital reasonably believes should be in attendance. Thereafter, the Hospital will provide a written decision within (10) days following the meeting.

**Step 3:** If the grievance is not settled at Step 2, then the Union, within ten (10) calendar days following the receipt of the Hospital's written response to the Step 2 grievance, may request mediation to resolve the dispute. The request will be made to the Federation Mediation & Conciliation Services or American Arbitration Association and the Hospital will be informed of the mediation request. If the Union or the Hospital elects not to mediate the grievance, or if the parties proceed to mediation but are unsuccessful in resolving their dispute, the grievance may be submitted to arbitration, pursuant to Article 25 of this Agreement, upon thirty (30) days written notice to the Hospital.

**Section 10. Time Limits.** A grievance must be initiated within thirty (30) calendar days following the date on which the grievant first knew, or reasonably should have known, of the discipline or other events that gave rise to the grievance. Any grievance brought more than 30 days after the date the grievant first knew or reasonably should have known of the discipline, discharge, or other facts or circumstances giving rise to the grievance will be void and invalid

Failure to act within the time limits in this Article 25 will constitute a waiver of the right to arbitrate the grievance.

Failure on the part of the Hospital to answer a grievance at any step shall not be deemed acquiescence to the grievance. In the event the Hospital fails to give its answer to the grievance within the time specified in any step of the Grievance Procedure, the Union shall have the right to proceed to the next step in the Grievance Procedure. Time limits within the grievance procedure may only be modified or waived upon mutual written agreement between the parties.

**Section 11. Group Grievances.** A grievance which, in the reasonable judgment of the Hospital, affects a number of members of the bargaining unit and which the grievant's supervisor

lacks authority to settle at Step 1 of the Grievance Procedure, may be initiated by the Union at Step 2 of the Grievance Procedure.

## **ARTICLE 26 ARBITRATION**

**Section 1. Initiating Arbitration.** Within thirty (30) days following completion of the Second Step of the grievance procedure, if the parties elect not to pursue mediation, or within thirty (30) days following completion of mediation, either party may elect to arbitrate the grievance, by notifying the other party in writing of the intent to arbitrate. No individual employee shall have the right to invoke this arbitration procedure.

**Section 2. Selecting an Arbitrator.** Within ten (10) business days following the date of such notice, the party desiring arbitration must request the Federal Mediation and Conciliation Service (FMCS) to submit to the parties a panel of five (5) arbitrators. An arbitrator will be chosen by each side striking names from the list.

**Section 3. Arbitration Costs.** All fees or expenses shall be borne equally by the parties. If either party brings any matter to arbitration that is either not arbitrable or is not timely the party initiating the matter will pay all costs of the arbitration (including attorney's fees) and for time lost by witnesses and others involved in the preparation of the case for arbitration.

**Section 4. Arbitrator's Authority.** The arbitrator shall have no power to add to, subtract from, or modify in any way the terms or conditions of employment set forth in this Agreement, nor to consider any matters not raised in the grievance procedure.

- (a) The arbitrator has no authority to reduce a penalty imposed by the Hospital on an employee, if the arbitrator finds a penalty justified.
- (b) The arbitrator shall have no power to establish wage rates, job classifications, or fringe benefits of any kind.
- (c) The arbitrator may not consider length of service or an unblemished record in determining whether discharge or discipline was for good cause.

**Section 5. Effect of Arbitration Award.** Any award by the Arbitrator will not be considered as setting precedent in later cases. The arbitrator is not to mediate the dispute but to restrict himself to hearing the case and deciding the issues.

**Section 6. Arbitration Procedure and Remedies.** An arbitrator may determine whether or not to award back pay to a grievant. However, the arbitrator may not issue any back pay award if the Hospital can demonstrate that actions were taken in good faith.

- (a) The arbitrator shall set off and deduct from any back pay award any monies earned by the grievant during such back pay period, whether from employment, unemployment compensation, workers compensation, or some other source. There will be no setoff for earnings from another job held by the employee at the time of the discipline or discharge, except to the extent that the hours worked at the other job have risen during the period. No period of back pay shall be deemed to begin more than fifty (50) calendar days prior to the date of the first request for arbitration. If the discharge results from conduct relating to a patient and the patient does not appear at the arbitration, such failure should not be considered prejudicial.

**ARTICLE 27**  
**PAID AND UNPAID LEAVE OF ABSENCE**

A leave of absence with or without pay is an authorized absence from work for an extended period of time. A request must be in writing as far in advance as possible or where leave is necessitated by reasons beyond the employee's control, such as sudden illness, as soon as the employee is physically able to notify the Hospital or to have someone do it for him. Leave of absence may be approved for a predetermined period of time and must have the approval of the Administrator or Medical Director.

A request for a leave of absence without pay may be granted as a privilege to an employee as determined solely by the Hospital when circumstances permit. The request, other than for sickness, must state the reason for the leave and the amount of leave requested. Reasons for which the leave of absence without pay may be granted include health, funeral, marriage, settlement of an estate, education and military. Employees are required to use all paid days leave prior to being on leave without pay status. During leave of absence without pay status all the employee's benefits are suspended. The employee's anniversary date will automatically be advanced the number of days the employee's service is interrupted by this leave. If the employee does not wish to lose health care benefits during this time, he must arrange in advance with the Human Resources Department for payment of the insurance premiums. The employee is responsible for the full payment during leave of absence without pay, except as otherwise provided by law.

Failure to return from leave or obtaining employment elsewhere during leave without permission of the Personnel Director will be considered as if the employee terminated employment.

The Hospital will grant leave for temporary disabilities (i.e., need for an operation, pregnancy, heart attack, etc.) to regular employees as it would for any leave per its policies.

**ARTICLE 28**  
**PAID DAYS LEAVE**  
**EXTENDED SICK LEAVE**  
**BEREAVEMENT LEAVE**

The Paid Days and Extended Sick Leave Programs have been established for employees of the Psychiatric Institute in order to allow employees to earn paid vacation leave time and to have a sick leave program. Paid Days Leave eliminates the distinction of various individual leave programs and permits paid leave for vacations, short illnesses, or personal reasons. Extended Sick Leave is utilized and initiated for those illnesses that are expected to exceed three (3) working days and is utilized as a measure to offer an amount of protection for the accumulation of one's PDL.

**Section 1. Extended Sick Leave.** All full-time employees earn Extended Sick Leave (ESL) at a rate of four (4) hours per pay period or thirteen (13) days per year, to a maximum of 240 hours. Part-time employees earn a proportionate benefit. Temporary employees and PRNs do not earn ESL.

**Section 2. Bereavement Leave.** To provide for bereavement leave in the event of a death of a member of the immediate family the Hospital will provide up to a maximum of 3 days bereavement leave. This benefit is not an accrued benefit and is provided in addition to the

accrued vacation leave benefit program. Employees requesting use of this benefit may be asked by their supervisor to submit substantiating documentation. Immediate family is defined as spouses, parents, grandparents, sisters, brothers, children and in-laws and anyone who resides in the employee's residence.

**Section 3. Paid Days Leave.** Employees' accrual of paid Days Leave will be adjusted based upon the length of time they have been employed at the Psychiatric Institute. PDL is earned, but may not be used during the employee's initial evaluation period. Part-time employees earn leave in proportion to the number of hours worked up to 80 hours in any given pay period. Temporary employees earn no PDL. PDL is not earned while an employee is on unpaid leave of absence.

Due to the nature of Hospital work, regular attendance is mandatory. In event of an emergency or sudden illness, the employee must notify his supervisor of his reason for absence **four (4)** hours prior to his designated reporting time. If employees do not follow this procedure, they will not be permitted the use of PDL to make up the missed time. Employees are also advised that absenteeism and recurrent tardiness are grounds for disciplinary action, up to and including termination.

In the event of a vacation or planned absence due to personal reasons, the employee must notify his/her supervisor at least **seven (7) days** in advance and secure supervisory approval.

Eligible employees will earn PDL based upon compensated hours per pay period at the following rates:

<u>Length of Service</u>	<u>Hours Per Pay Period</u>	<u>Days Per Year</u>
0 thru 2 years	4	13
3 thru 5 years	6	19.50
6 thru 10 years	7	22.75
11 years or more	8	26

PDL will be accumulated to the maximum of thirty (30) working days (240 hours) per year.

Upon separation of employment, an employee who has given the required two weeks notification will receive full pay for accumulated PDL. Employees will have deducted from their final leave payment any deficiencies in the required two week separation notification.

Example: An employee who provides one (1) week notice of separation and not the required two (2) weeks will receive a deduction of one (1) week accrued vacation payout to offset the deficient notification.

## **ARTICLE 29 MILITARY LEAVE**

Leave of absence for military reasons will be granted in accordance with the Hospital's leave of absence policy. Military leave, for reserve training as required annually, will be granted as a leave of absence without pay or at the option of the employee be granted as PDL. Military leave in regards to employees who are drafted into the Armed Forces of the United States will be granted in accordance with applicable Federal and State Law.

**ARTICLE 30  
JURY DUTY**

Those individuals who are required to serve jury duty will present The Psychiatric Institute of Washington Human Resource Department with a record of their requirement to serve within 48 hours of the proposed jury duty. Regular full-time employees called to jury duty after completing 90 days of employment are eligible to receive his/her regular daily rate for each full working day missed due to jury duty for a maximum of 10 days pay for petit jury duty and 20 days pay for grand jury duty within a 12 month period. Any additional time served on jury duty by the employee during this period shall be without pay, except that employees whose jury duty goes beyond the 10 days have the option to request additional paid time through access of their PDL. Any benefits under this program shall be reduced by the amount of jury duty pay other than travel expenses received by the employee from other sources. Evidence of jury duty attendance must be presented to the facility. The employee should continue to report for work on those days or parts of days when excused from jury duty or whenever time spent on jury duty does not match the time regularly scheduled for work. Any night employee serving on jury duty shall be released from jury duty no later than 10:00 p.m. the night preceding the start of such service without loss of pay.

**ARTICLE 31  
UNION FURLONGHS**

A Union Furlough may be requested by an accredited officer of the Union for purposes of devoting his/her full time to Union Activities.

The Hospital agrees that the maximum requested layoff for a Union Furlough for all accredited officers as a whole will be one hundred (100) working days for each year of the Agreement. Fifty (50) days of the one hundred (100) days available each year for Union Furloughs may only be taken between May 1 to September 30 of each year and may not be used or carried over to periods other than May 1 through September 30 each year. Days not used in any one year of the Agreement are not cumulative and may not be carried over to the next contract year. Furlough days will be taken in whole day increments. The Union or accredited officers must request in writing at least one month in advance furlough time for conventions. Two weeks notification in writing will be required for all other requests for Union Furloughs.

It is understood that the Union Furlough will be on a Leave Without Pay basis and without loss of benefits or seniority and that leave can be denied where it may interfere with the efficient operation of the Hospital as determined by the Hospital.

Accredited officers are defined to include the Local's President; Vice-President; Secretary; Treasurer; Chairman, Grievance Committee; Para-professional Steward and Professional Steward.

**ARTICLE 32  
VERIFICATION OF CREDENTIALS**

All eligible employees required to maintain current licensure within their position classification will present verification of licensure during pre-employment interview, at the time of employment and annually thereafter.

The licenses for certain disciplines must be renewed on a scheduled basis in the District of Columbia. On or before the date of renewal, the affected employee is to present verification of re-

licensure to the Human Resources Department. Failure to comply within thirty (30) calendar days of the date in question may result in immediate suspension.

Upon employee presentation of verification of re-licensure, each affected employee will receive up to \$75 from the Hospital to reimburse the employee for the cost of re-licensure charged by the District of Columbia. An employee in a discipline not currently requiring a license in the District of Columbia but who is employed in such a discipline at the time the District of Columbia requires a license during the term of this Agreement will be eligible for the above reimbursement upon presentation of verification of required licensure.

### **ARTICLE 33 EFFECT OF LEGISLATION**

It is understood that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulation, rulings, and orders of regulatory commissions or agencies having jurisdiction. If any provision of the Agreement is in contravention of the laws or regulations of the United States or the District of Columbia, such provision shall be superseded by the appropriate provisions of such law or regulations of the United States or the District of Columbia, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

### **ARTICLE 34 NO STRIKE OR LOCKOUTS**

#### **Section 1**

- (a) For the duration of this Agreement, the Union, its officers, agents, representatives, and members shall not, directly or indirectly, authorize, cause, assist, encourage, participate in, incite, induce, ratify or condone, any strike, sympathy strike, political or civil rights disputes, boycott, picketing, sit-in, slowdown, mass resignation or concerted withdrawal of services, walkout, refusal to cross a picket line, cessation or stoppage of work, boycott, labor holiday, continuous meeting, or other interference with or interruption of work at any of the Hospital's operations, whether in protest of matter and actions covered by the Agreement or matters or actions not referable thereto and whether or not within the normal bargaining relationship between the parties.
- (b) No employee shall refuse to cross a picket line established by this Union or any other organization, group of employees or protesters. Employees shall cross all picket lines for performance of work without being subject to any fines and discipline by the Union for taking such actions.
- (c) In addition to any other liability, remedy or right provided by applicable law or statute, should such a strike, sympathy strike, boycott, picketing, sit-down, sit-in, slowdown, mass resignation or concerted withdrawal of services, walk-out, refusal to cross a picket line, cessation or stoppage of work, boycott picketing labor holiday, continuous meeting, or other interference with or interruption of the operations of the Hospital occur, the Union within eight (8) hours of a request by the Hospital shall:
  - (1) Publicly disavow such action by the employees;

- (2) Advise the Hospital in writing that such action by employees has not been called or sanctioned by the Union;
- (3) Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately;
- (4) Post notices on the Union bulletin boards advising that it disapproves such action;
- (5) Impose a fine equal to the employee's normal daily earnings for each day the member continues to participate in the unauthorized activity.

## **Section 2**

- (a) In case a violation of Section 1 shall occur, the Hospital has the option of canceling this Agreement at any time after the tenth day from when such activity occurs.
- (b) In the event that the Hospital believes that the Union or any officer, agent, representative, or member thereof has violated Section 1 of this Article, the Hospital, at its option and without regard to any other time period, may bypass the procedure leading to arbitration and obtain arbitration forthwith. In this event, the Hospital shall notify the Union and the Arbitrator of the exercise of this option hereunder. The Hospital may request either from Federal Mediation and Conciliation Service or the American Arbitration Association the appointment of a single arbitrator who will agree to hear and determine this matter on an expedited basis. The arbitrator shall hold a prompt hearing within 24 hours after notification by the Hospital and shall render an award within 24 hours after the hearing. The arbitrator is empowered under this Article to grant injunctive and other appropriate relief, including damages, to the Hospital against the Union and the Union hereby consents to the entry by or on behalf of the Hospital of any appropriate decree, order, or judgment in any court of competent jurisdiction based on such award and for the purpose of permitting the Hospital to enforce and implement such award. The fees and expenses, including attorney's fees, for enforcing such award shall be borne by the Union. The fees and expenses of the arbitrator, including the cost of the transcript of the records, if any, shall be borne equally by the parties.

## **Section 3**

Any employee who violates Section 1 of the Article may be suspended or discharged and only the questions of whether or not he or she did in fact participate in or promote such action shall be subject to grievance procedure or arbitration.

## **Section 4**

Written notice shall be given by the Union of its intention to authorize a primary lawful strike if such strike is not prohibited by Section 1, or any other provision of the Agreement.

## **Section 5**

In consideration of this no-strike pledge by the Union, as set forth in Section 1 of this Article, the Hospital shall for the duration of the Agreement not lock out its employees.

**ARTICLE 35  
DURATION OF**

This Agreement is effective June 1, 2011 at 12:00 a.m. and shall continue in full force until 11:59 p.m. on May 31, 2015.

Hereafter, this Agreement shall be self-renewing for yearly periods unless notice of intention to terminate or modify this Agreement is given in writing by either party to the other, not less than ninety (90) days prior to any expiration date.

**ARTICLE 36  
SAVINGS CLAUSE**

In the event any Article, Section or portion of this Agreement should be held invalid or unenforceable by any court of competent jurisdiction of the federal or D.C. government, such decision shall apply only to the specific Article, Section or portion thereof specified in the court's decision. All other provisions of this Agreement shall remain in effect. Upon issuance of such a decision, the Hospital and Union agree to immediately negotiate a substitute, if any is appropriate, for the invalidated Article, Section or portion thereof.

**ARTICLE 37  
NON-DISCRIMINATION**

**Section 1. Non-discrimination Policy.**

In its desire to restate their respective policies, neither the Hospital nor the Union shall unlawfully discriminate against any employee on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, physical handicap, political affiliation, source of income or place of residence.

**Section 2. Gender Pronouns.**

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders and not as a limitation as to sex.

**ARTICLE 38  
EMPLOYEE-MANAGEMENT CONFERENCES**

The Union and the Hospital mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between representatives of the employees and the management. Such meetings shall be called "Employee-Management Conference."

Problems of mutual concern, including, but not limited to; concerns regarding current case-load levels, employee to patient ratios, conditions tending to cause misunderstandings, shall be considered and recommendations may be made to either the Hospital or the Union, or both, by the persons present at the conference. Such meetings shall be exclusive of the Grievance Procedure provided for in this Agreement and grievances shall not be considered at such meetings; nor shall negotiations for the purpose of altering or expanding the terms of this Agreement be held



at such meetings. Any recommendations agreed to by the Hospital at said Employee-Management Conferences shall not be in addition to this Agreement or utilized to alter, amend or expand the terms of this Agreement.

The Hospital's representatives shall consist of three (3) persons appointed by the Hospital. The representatives of the Union shall consist of three (3) members of the bargaining unit selected by the Union, each from a different unit or program area.

He/she shall work out and adopt a mutually agreeable meeting schedule.

Either the Hospital or the Union may submit items for discussion. Agendas will be exchanged between the Hospital and the Union at least twenty-four (24) hours prior to the meeting. If neither party submits an agenda, the meeting shall be considered canceled by mutual consent.

During the term of this Agreement, meetings will be tentatively scheduled for each six (6) month period.

### **ARTICLE 39 PRN EMPLOYEES**

**Section 1. Use of PRN Employees.** The Hospital agrees that no PRN employee will do the work of an existing part-time or full-time employee. The Hospital also agrees that new positions will first be advertised as full-time or part-time positions and only if they cannot be filled at that level will the position be opened up as PRN position.

**Section 2. Excluded Benefits.** PRN Employees will not be covered by Articles 18 & 19 (Holidays) or Article 27 (Paid/Unpaid LOA), Article 28 (PDL/ESL/Bereavement Leave), Article 29 (Military Leave) and Article 30 (Jury Duty).

**Section 3. Wage Rates.** Registered Nurses who work as PRN employees will earn a Minimum Hourly Rate of \$30.00. The shift differential for Registered Nurses working as PRN employees will be:

- (a) Weekday evening \$2.00
- (b) Weekday night: \$2.40
- (c) Weekend day: \$3.40
- (d) Weekend evening/night: \$4.40

Registered Nurses who work as PRN employees will be required to work a minimum of one weekend per two pay periods but not less than four per quarter. They will also be required to work a minimum of 4 holidays per year (one must be Thanksgiving, Christmas or New Years).

**Section 4. Union Steward Meeting.** The Hospital shall give a union steward thirty (30) minutes with PRN employees to provide these employees with information about the union within 30 days of their being hired or converted to the PRN status.

**ARTICLE 40  
FINALITY**

The parties acknowledge that during the negotiation which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within collective bargaining, and that the understandings arrived at after the exercise of that right to set forth in this Agreement. Therefore, the Hospital and the Union for the life of this Agreement each voluntarily waive the right to bargain collectively with respect to any subject or with respect to any subject or matter not specifically referred to or covered in this Agreement. The express provisions of this Agreement for its duration, therefore, constitutes the complete and total contract between the Hospital and the Union with respect to rates of pay, wages, hours of work and other working conditions of employment. It is further agreed that this Agreement can only be added to, detracted from, altered, amended or modified by a document in writing, signed on behalf of the parties hereto by their duly authorized officers and representatives.

IN WITNESS THEREFORE, The UNION and the HOSPITAL have executed this agreement this **XX** day of July, **2011**.

**FOR THE PSYCHIATRIC  
INSTITUTE OF WASHINGTON:**

**FOR LOCAL 2336 COMMUNICATIONS  
WORKERS OF AMERICA AFL-CIO:**

\_\_\_\_\_  
Charles J. Baumgardner

\_\_\_\_\_  
James Pappas

\_\_\_\_\_  
Randy Kellar

\_\_\_\_\_  
Val Monroe

APPENDIX A

**List of Titles in the Bargaining Unit**

- Art Therapist
- Administrative Assistant
- Business Office Assistant
- Clinical Assessment Support Staff Assistant
- Community Support Specialist
- Cook
- Court Document Specialist
- Certified Addictions Counselor
- Expressive Therapist
- Housekeeper
- Financial Counselor
- Floor Tech/Housekeeper
- Front Desk Receptionist
- In-patient Physician Biller
- Intake Clinician
- LPN (Licensed Practical Nurse)
- Maintenance Mechanic
- Medical Assistant
- Medical Records Clerk
- Occupational Therapist
- Patient Account Representative
- Pharmacy Technician
- Phlebotomist
- Psychiatric Counselor
- Psychiatric Technician
- Recreation Therapist
- Registered Nurse
- Senior Coder/Analyst
- Sr. Patient Account Representative
- Social Worker
- Special Education Teacher
- Special Project Coordinator
- Staff Registered Nurse
- Unit Secretary/Psychiatric Technician
- Utility Technician

Comment [r1]: This position was eliminated

Comment [r2]: This position was eliminated. It is a contract service

Comment [r3]: This position was eliminated. It is a contract service

**APPENDIX B**

**THE PSYCHIATRIC INSTITUTE OF  
WASHINGTON 401 (K) PLAN**

Eligibility.....	½ year and 500 hours
Vesting.....	25% - 2 years of service 50% - 3 years of service 75% - 4 years of service 100% - 5 years of service
Employee Contributions .....	1% - 15% of compensation per calendar Year
Investment Options .....	Several investment options available
Retirement .....	Any time after 55 with completion of 5 years of credited service.

**BONUS & 401(K) LANGUAGE**

The parties agree that this Bonus & 401(k) Match schedule shall be in effect for the period **June 1, 2011** through **June 30, 2015**. Any payments made under this agreement shall be prorated based on the contract period versus the calendar year.

All PIW employees inclusive of **PRNs** are eligible to participate in the 401(k) plan.

**APPENDIX C**

**THE PSYCHIATRIC INSTITUTE OF WASHINGTON  
SUMMARY OF HEALTH, DENTAL, VISION  
AND LIFE BENEFITS**

**MEDICAL PLAN OPTIONS**

Point-of-Service Plan ..... Blue Cross Blue Shield CareFirst  
Health Maintenance Organization..... Kaiser Permanente

- Four levels of coverage: ..... (1) Employee, (2) Employee + Spouse,  
(3) Employee + Child, (4) Family

**VISION PLAN**

Blue Cross Blue Shield CareFirst ..... Included in Medical Plans  
Kaiser Permanente

**DENTAL PLAN OPTIONS**

Humana

- Four levels of coverage: ..... (1) Employee, (2) Employee + Spouse,  
(3) Employee + Child, (4) Family

**LIFE, AD & D, SUPPLEMENTAL  
LIFE AND LONG-TERM DISABILITY**

Basic Life/AD & D Coverage ..... The Hartford  
Supplemental Life ..... The Hartford  
Long -Term Disability..... The Hartford

**ELIGIBILITY**

Benefit Options	Regularly Scheduled Hours	
	32-40	15-31
Medical.....	x	x
Dental.....	x	x
Vision.....	x	x
Basic Life AD & D.....	x	x
Supplemental Life.....	x	x
Long-Term Disability.....	x	x
401(k).....	x	x

The Hospital maintains an Employer contribution rate of 75% for regularly scheduled Full-Time employees and 50% for regularly scheduled Part-Time employees who participate in the Medical and Dental Plan.

The Hospital maintains an Employer contribution rate of 100% for the \$10,000 Basic Life and AD & D coverage.

Vision coverage is included in both Blue Cross-Blue Shield CareFirst and Kaiser Permanente's medical plans. Refer to plan documents for specific information.

## LETTER OF AGREEMENT

Both parties recognize the need for ongoing dialogue regarding issue of concern for Social Worker and Nursing. To this end a committee will be formed:

1) Committee will be made up of

3 CWA Members

3 PIW Members

2) Committee may be expanded by mutual agreement

3) Meetings shall be held quarterly or more frequently if needed.

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