

**AGREEMENT**

**BETWEEN**

**1199SEIU UNITED HEALTHCARE WORKERS EAST  
MARYLAND/DC DIVISION**

**AND**

**THE JOHNS HOPKINS HOSPITAL**

**Effective**

**December 1, 2009 - December 1, 2012**

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## AGREEMENT

This Agreement, effective December 1, 2009 is entered into between The Johns Hopkins Hospital, Inc., Baltimore, Maryland, hereinafter referred to as “the Hospital,” and 1199SEIU, United Healthcare Workers East, hereinafter referred to as “the Union.”

### ARTICLE 1 - UNION RECOGNITION AND UNIT

**Section 1.1 - Collective Bargaining Unit.** The Hospital recognizes the Union as the exclusive collective bargaining representative of the employees of the Hospital as defined in Section 1.2 of this Article.

**Section 1.2 - Employee Defined.** Whenever used in this Agreement the term “employee” shall mean those service and maintenance employees within the job classifications set forth in the Appendix II who regularly work sixteen (16) or more hours in the workweek. Specifically excluded from the term “employee” are physicians, dentists, registered nurses, licensed practical nurses, office clerical, other clerks, guards, technical and professional employees, supervisory, administrative and executive personnel and temporary and probationary employees. There shall be two categories of employees covered by this Agreement; (a.) Regular Full-Time Employees. Those employees who are regularly scheduled to work forty (40) hours within the workweek. (b.) Regular Part-Time Employees. Those employees who are regularly scheduled to work twenty (20) or more hours but less than forty (40) hours within the workweek. Any employee who is regularly scheduled to work thirty (30) or more hours in the workweek shall be considered as a full-time employee for the purpose of eligibility for health insurance benefits.

**Section 1.3 - Probationary Employee.** All employees newly hired or rehired after termination of their seniority shall be considered “probationary” employees until completion of ninety (90) days of employment. During and at the end of the probationary period, the Hospital may discharge any such probationary employee in its discretion and such discharge shall not be subject to the grievance or arbitration provisions of this Agreement. When a newly hired or rehired employee fills a job classification which the Hospital determines requires a training program, the probationary period shall be extended by the length of that training program. Probationary employees shall be paid the probationary rate as set forth in Section 6.3.

**Section 1.4 - Temporary Employee.** A temporary employee is an individual who has been hired specifically to work on a specific project for a period up to one year, or to fill a temporary opening created by an absence due to occupational illness or injury, vacation or leave of absence on the part of a bargaining unit member. A temporary employee who is hired by the Hospital and scheduled to work 40 hours or more for 52 consecutive weeks shall be reclassified as a regular, full-time employee after completing their 52nd continuous week of employment and shall receive all the rights

and benefits of that status. A cumulative break in service of up to 30 calendar days during the 52 week period shall be considered continuous employment for the purpose of this section. The temporary employee shall be required to pay an initiation fee and appropriate Union dues after three (3) months of temporary employment. The Hospital shall notify the Union when a temporary employee is hired to fill a bargaining unit position, the position being filled, who they are replacing or the length of the special project for which they are hired, and wages and other economic terms of employment.

**Section 1.5 - Unit Placement.** If during this Agreement the Hospital elects to establish a new service or maintenance job classification which includes duties and functions currently performed by job classifications within the bargaining unit, representatives of the Hospital and the Union will meet at least thirty (30) days prior to the planned effective date of the new position for the purpose of determining whether the personnel to be assigned to that position should be considered "employees" included within the bargaining unit covered by this Agreement. If fifteen (15) days prior to the planned effective date of the position the parties have not reached agreement as to whether personnel to be assigned to the new or combined position are "employees" under the Agreement, that issue shall be submitted to a permanent umpire selected by the parties solely to render expedited determinations as to the placement of said positions within or outside the bargaining unit in accordance with procedures to be established by the parties. Submission of a placement issue to the permanent umpire shall not impede the Hospital's right to implement the position pending the umpire's decision. The umpire's jurisdiction and authority shall be exclusively limited to determination of the placement of the position within or outside the bargaining unit.

## **ARTICLE 2 - UNION MEMBERSHIP AND DUES**

**Section 2.1 - Union Shop.** All present employees and all employees hired on and after the effective date of this Agreement shall become and/or remain members of the Union during the term of this Agreement, on and after completion of 60 days of employment with the Hospital, as a condition of their employment.

**Section 2.2 - Membership Defined.** Membership in the Union, insofar as this Agreement is concerned, shall mean an employee tenders the periodic membership dues and initiation fee uniformly required by the Union Constitution as a condition of acquiring or maintaining membership in the Union. An employee who fails to join the Union or maintain Union membership as required by this Article shall, within twenty (20) calendar days following receipt of written demand from the Union to the Hospital requesting his discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.

**Section 2.3 - Dues Check-Off.** Upon receipt of a Check-Off Authorization form, provided by the Union, 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 following the completion of the employee's initial 60 days

of employment with the Hospital and remit to 1199SEIU, United Healthcare Workers East at its headquarters located at 301 West 43<sup>rd</sup> Street, New York, NY the regular monthly dues and initiation fee as fixed by the Union. The initiation fee shall be paid in two (2) consecutive monthly installments beginning the month following completion of the employee's initial 60 days of employment with the Hospital. Employees who do not sign written authorizations for deductions and who are required to become and/or remain members of the Union under the provisions of this Article must adhere to the same payment procedure by making payments directly to the Union. By December 31 of each year, the Hospital will supply the Union with a schedule of dates for dues deduction for the ensuing year.

**Section 2.4 - Political Action Committee Check-Off.** The employer will deduct and transmit to 1199SEIU, Political Action Fund contributions from the wages of those employees who sign voluntary authorizations on forms provided by the Union. These transmittals shall occur monthly and shall be accompanied by an alphabetical list of the names and social security numbers of those employees for whom such deductions have been made and the amount deducted from each employee. Deductions and transmittals shall begin the month following the Hospital's receipt of the signed authorization form.

**Section 2.5 - Check-Off Waiver.** The Hospital shall be relieved from making such "check-off" deductions upon an employee's (a) termination of employment, or (b) transfer to a job outside the bargaining unit or (c) layoff from work, or (d) an authorized leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Upon the return of an employee to work from any of the foregoing enumerated absences, the Hospital shall immediately resume the obligation of making such deductions. This Section, however, shall not relieve any employee of the obligation to tender the required dues and initiation fee payments pursuant to the Union Constitution in order to remain a Union member.

**Section 2.6 - Hospital Indemnification.** The Hospital assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union shall indemnify and hold the Hospital harmless from any and all claims, grievances, arbitrations, awards, suits, attachments, or other proceedings arising out of or by reason of any action taken by the Hospital for the purpose of complying with any of the provisions of this Article. The Union assumes full responsibility for the disposition of the funds deducted under this Article as soon as they have been remitted by the Hospital to the Union.

**Section 2.7 - Employee Lists.** Each month the Hospital shall submit to the Union for the previous month a list of newly hired employees, of terminated employees, employees on leave of absences, and an alphabetical list of employees from whom dues and/or initiation fees have been deducted. Such lists shall include employee's address, personnel identification number, hire date, classification, pay grade, telephone number, and scheduled work hours. The Hospital shall supply the Union with a list of actual hours worked by bargaining unit employees on a quarterly basis.

**Section 2.8 - Labor/Management Committee.** There shall be a Labor-Management Committee consisting of four (4) employee members designated by the Union and four (4) members designated by the Hospital. This Committee shall meet monthly upon call by either the Hospital or the Union or more frequently upon mutual agreement of its members to review the administration of this Agreement and other matters of mutual interest and concern (including, but not limited to staffing issues, but excluding grievances) and within the Committee's jurisdiction, and present its recommendations, if any, to the Hospital. At least one (1) week prior to the meeting, the Union and the Hospital may prepare and present one another with proposed agenda for discussion. The agenda items of the parties shall constitute the agenda for the Committee meeting.

### **ARTICLE 3 - MANAGEMENT FUNCTION**

**Section 3.1.** All management functions and responsibilities which the Hospital has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Hospital. More specifically, the Hospital reserves the right to establish and administer policies and procedures related to patient care, research, education, training, operations, services and maintenance of the Hospital; to reprimand, suspend, discharge or otherwise discipline employees for causes; to hire, promote, transfer, layoff and recall employees to work; to determine the number of employees and the duties to be performed; to maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate, or abolish any job classification, department, operation or service; to determine staffing patterns and areas worked; to control and regulate the use of facilities, supplies, equipment and other property of the Hospital; to determine the number, location and operation of divisions, departments and all other units of the Hospital, the assignment of work, the qualifications required and the size and composition of the work force; to make or change Hospital rules, regulations, policies and practices not inconsistent with the terms of this Agreement; and otherwise generally to manage the Hospital, attain and maintain full operating efficiency and optimum patient care, and direct the work force, except as expressly modified or restricted by a specific provision of the Agreement.

### **ARTICLE 4 - SENIORITY, PROMOTION, LAYOFF AND RECALL**

**Section 4.1 - Definition of Seniority .** Seniority is defined as the length of time an employee has been continuously employed in any capacity in the Hospital.

**Section 4.2 - Probationary Employee.** An employee's probationary period shall end after the completion of 90-days of employment with the Hospital. However, an employee's seniority shall commence after the completion of 60 days of employment with the Hospital and shall be retroactive to the date of his last hire.

**Section 4.3 - Accrual of Seniority.**

(a) Seniority shall accrue during a continuous authorized leave of absence without pay up to twelve (12) months provided that the employee returns to work immediately following the expiration of such leave of absence; during an authorized leave of absence with pay; during a period of continuous lay-off not to exceed the lesser of twelve (12) months or the length of an employee's continuous employment, if the employee is recalled into employment; and during a sick leave of up to twelve (12) months.

(b) A temporary employee, as defined in Article 1, Section 1.4, shall have no seniority during the time he occupies the status of a temporary employee. Should any temporary employee become a regular employee then his seniority shall be retroactive to the date of employment, except as otherwise provided in Section 4.4(b) of this Article.

#### **Section 4.4 - Application of Seniority.**

(a) Seniority shall apply in the scheduling of vacations, shift assignments, promotions, layoff and recall of employees and in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.

(b) Employees whose pay is charged to a special or non-budgetary fund and who are informed at the time of their hire or at the time of transfer that their employment is for a special non-budgetary or research project and subject to this provision, shall, for the purposes of a layoff, be considered to have seniority which may be exercised only within the project or grant to which assigned. Such employees shall be considered to have seniority for purposes of transfer or recall to a vacant position outside of the special project, provided in each case that the Hospital determines that the employees retained or recalled have the qualifications and ability to perform the work.

#### **Section 4.5 - Layoff.**

(a) All employees in the same job classification in the same functional unit (as set forth in Appendix III hereto) shall constitute a "job cluster." There shall be no layoffs within a job cluster so long as temporary personnel are employed within that job cluster.

(b) Layoff within a job cluster shall take place *first*, among all temporary or probationary personnel as determined by the Hospital, and *second*, among regular employees in reverse order of seniority.

(c) A regular employee laid off from his job cluster under (b) above, who has greater seniority, and whom the Hospital determines has the qualifications and ability to perform the work shall, in the following order of priority:

1. Transfer to a vacant position in the same job classification in another job cluster designated by the Hospital;

2. Displace a probationary employee designated by the Hospital in the same job classification in another job cluster;
3. Displace the *least* senior employee in the same job classification throughout the Hospital;
4. Transfer to a vacant position designated by the Hospital in a job classification of an equal or lower pay grade;
5. Displace the probationary employee designated by the Hospital in a job classification in a lower pay grade which the employee has previously performed;
6. Displace the *least* senior employee in a lower pay grade in a job classification designated by the Hospital and which the employee has previously performed;
7. Displace any temporary person designated by the Hospital in a job classification of an equal or lower pay grade.

(d) The shift to be worked by an employee under the procedures of paragraph (c) of this Section 4.5 shall be the shift of the vacancy to which he transferred or the shift of the employee he displaced.

(e) Any regular employee who is laid off pursuant to the provisions of this Section 4.5 shall, when the Hospital determines that operating conditions permit, receive two (2) weeks advance notice prior to being laid off.

(f) Employees with identical seniority dates shall be laid off in reverse alphabetical order, that is "Z" first and "A" last.

(g) An employee who exercises any of options (4) through (7) and is displaced in a job classification in a lower pay grade will be paid the average rate of pay of all other employees with the same seniority in the same job classification into which the employee is displaced.

(h) The Hospital shall budget a maximum of \$50,000 during the term of this Agreement for use in providing supplemental unemployment benefits to employees eligible to receive payments from that fund in accordance with the following conditions. Employees with two (2) or more years of seniority who are displaced from their job classifications solely as a result of the elimination of their position due to the Hospital's Operations Reengineering Project who are unable to secure another position through exercise of their rights pursuant to paragraph (c) shall be entitled to receive a weekly payment from the Hospital for up to twenty-six (26) weeks in the amount necessary to provide them with eighty percent (80%) of their base weekly earning as of the date of their resulting layoff, inclusive of their weekly prorated unemployment compensation payments, provided that:

1. they are enrolled and actively participate in a training program designed and approved by the Represented Employees Training Council; and
2. sufficient funds remain in the supplement unemployment benefit fund to

provide the individual payment appropriate per the benefit formula.

#### **Section 4.6 - Recall to Work.**

(a) Subject to the provisions of Section 4.10, employees shall be recalled to work from layoff status in accordance with their seniority, *first*, to the job classification from which they were laid off when available and, *second*, to a vacancy in any job classification in which they have the ability and qualifications to perform, *provided*, that no employee shall have the right to be recalled to any job classification in a higher pay grade than the pay grade from which he was laid off. Employees who are displacing other employees shall have recall rights to the original job classification from which they were displaced for a period not to exceed one (1) calendar year from the date of displacement.

(b) Temporary personnel and probationary employees shall have no rights under this Agreement.

(c) Employees recalled to a job classification in a lower or equal pay grade from which they were laid off will be paid the average rate of pay of all other employees with the same seniority in the same job classification into which the employee is recalled. Employees recalled to the same job classification from which they were laid off will be paid the same rate of pay which they were receiving when they were laid off.

**Section 4.7 - Regular Vacancies.** Whenever a regular vacancy occurs in the bargaining unit, as determined by the Hospital, which has not been filled by the recall of a laid off or displaced employee or by shift preference, the Hospital will post a notice of such vacancy on appropriate bulletin boards for a period of one hundred twenty (120) consecutive hours, excluding Saturdays, Sundays and holidays. A copy of such notice of vacancy shall be promptly provided to the Union at the time of posting, either by fax or e-mail. Employees who have been in their current job for one hundred twenty (120) days or more and who desire to move to another position are eligible and must apply within said one hundred twenty (120) consecutive hours period. The Hospital will select the most qualified candidate for the vacant position. Where the Hospital determines that two (2) or more candidates are relatively equally qualified and able to perform the job, seniority shall be the governing factor in the selection of the most qualified candidate. An employee so selected, for a promotion or lateral movement, may be returned at his option, or at the Hospital's option, to his former job or its equivalent within the bargaining unit within ninety (90) days thereafter, without loss of any seniority. If the Hospital determines there are not qualified employee applicants, the Hospital may fill the job from any available source.

**Section 4.8 - Determination of Qualifications.** In determining qualifications of

employees under this article the Hospital may consider, among other things: related job experience, Hospital job performance, special skills and training, related education, disciplinary record and negative time history.

**Section 4.9 - Transfer Outside Bargaining Unit.** Employees may be selected for transfer or promotion to a position excluded from the bargaining unit at the Hospital's discretion, provided the employees selected consent. An employee so selected may be returned at his option, or at the Hospital's option, to his former job classification or its equivalent within the bargaining unit without loss of seniority, within ninety (90) days thereafter.

**Section 4.10 - Termination of Seniority.** An employee's seniority shall be terminated and his rights under this Agreement forfeited for the following reasons:

- (a) Discharge for cause, quit, resignation or retirement.
- (b) Willfully exceeding an authorized leave of absence.
- (c) Absence for three (3) consecutive scheduled workdays without notifying the Hospital during the absence (unless physically impossible to do so) of an illness or accident preventing the employee from working, as evidenced by written certification of a physician or other proof if requested by the Hospital, or other satisfactory reason for such absence.
- (d) Failure to return to work within three (3) consecutive days after due notification of recall from layoff by the Hospital without the employee so recalled notifying the Hospital during said three (3) days (unless physically impossible to do so) of an illness or accident preventing the employee from working, as evidenced by written certification of a physician or other proof if requested by the Hospital, or other satisfactory reason for such absence.
- (e) Layoff in excess of twelve (12) consecutive months since the employee's last day worked for the Hospital or a period exceeding the length of the employee's Hospital seniority, whichever is less.
- (f) Absence due to non-occupational illness or injury in excess of twelve (12) consecutive months since the employee's last day worked for the Hospital or a period exceeding the length of the employee's seniority, whichever is less.
- (g) Failure to work for any reason other than that set forth above for a period in excess of twelve (12) consecutive months since the employee's last day worked for the Hospital or a total of eighteen (18) months within a twenty-four (24) month period, whichever is less.

**Section 4.11 - Union Referrals.** The Hospital agrees to consider all applicants for employment referred by the Union and will review said applicants at the same time as internal bids; however, the internal bidding or recall rights of existing bargaining unit employees are not impacted by the Union referrals. Such applicants shall comply with the Hospital's regular application process. The Hospital retains the right to hire such applicants referred by the Union as it deems qualified in its sole discretion.

## **ARTICLE 5 - HOURS OF WORK**

**Section 5.1 - Regular Workday.** A "regular workday" shall consist of eight (8), ten (10), or twelve (12) consecutive hours, exclusive of meal periods. The Hospital will give the Union and the affected employees reasonable advance notice (not less than fourteen [14] calendar days) of any change on a regular and continuing basis of their workday hours.

**Section 5.2 - Workweek.** The "workweek" shall consist of seven (7) days beginning at 7:00 a.m. on Sunday and ending at 7:00 a.m. the following Sunday.

**Section 5.3 - Regular Workweek.** The "regular workweek" shall consist of forty (40) hours within the workweek.

**Section 5.4 - Hours Worked.** Nothing in this Agreement shall be construed as a guarantee by the Hospital of hours worked per day, per week, or per year. Employees shall report dressed and ready for work at their job location and quit work at their job location at the time designated by the Hospital at the beginning and end of their regular work day, unless expressly assigned to overtime or call-out work by the Hospital or in the event their shift relief (in the case of shift workers) fails to report for work at the job location. Time used for meals shall not be counted as time worked.

**Section 5.5 - Rest Periods.** All employees shall be entitled to receive a rest period of fifteen (15) minutes for every four (4) hours of work which they are scheduled to perform during the work day. All rest periods are to be taken as scheduled by the Hospital. These rest periods shall be considered as time worked.

**Section 5.6 - Shift Schedules.** It is the intent of the Hospital to schedule shifts in such a way as to (a) avoid regularly scheduled return to work within less than twenty-four (24) hours of commencement of the last shift worked, and (b) avoid regularly scheduling an employee to work for seven (7) or more consecutive days.

**Section 5.7 - Shift Rotation.** The Hospital will minimize shift rotation and assign employees to a regular shift arrangement of their choice, subject to the following procedure and conditions:

(a) *Shift Preference.* Whenever a regular vacancy occurs in a bargaining unit position, that vacancy shall first be made available on the basis of seniority to qualified employees in the same job classification within the same Functional Unit or appropriate unit within the Functional Unit as determined by the Hospital; provided they have previously submitted notification of their preference for an assignment to the vacant shift upon a form provided by the Hospital.

(b) *Employee Assignment.* Employees who have elected and been assigned a regular shift assignment and newly hired employees shall work on the shift, shifts or shift assignments for which they were assigned or hired.

(c) *Implementation of Goal.* The Hospital's implementation of this objective is contingent on accomplishment by rescheduling and on new hires for vacant jobs, rather than upon any obligation upon the Hospital to increase staffing.

(d) *Shift Coverage.* The Hospital reserves the right to change an employee's shift assignment when necessary to maintain operating efficiency and/or optimum patient care. In effectuating this right, to the extent time permits, the Hospital shall first seek qualified volunteers; and if none are available, then such shift change shall apply to the qualified employee with the least seniority. When the Hospital determines that operating conditions permit, the Hospital will give employees a minimum of fourteen (14) days advance notice of their change of shift.

**Section 5.8 - Alternate Weekends Off.** It is the intent of the Hospital to schedule employees covered by this Agreement who are regularly scheduled to work twenty (20) or more hours per week so that all such employees shall be scheduled off on alternate weekends.

## ARTICLE 6 - WAGES

**Section 6.1 - Purpose of Article.** The sole purpose of this Article is to provide a basis for the computation and payment of straight time, overtime and other premium wages. The Hospital's pay practices and procedures established under this Agreement shall govern the calculation and computation of all wages.

**Section 6.2 - Regular Rate.** "Regular rate" of pay is defined as the straight time rate of pay per hour, based on the pay grade for such employee's regular job classification, including shift differential where applicable.

**Section 6.3 - Probationary Rate.** "Probationary rate" of pay is defined as the rate of pay received by an employee during the initial 90 days of his employment an employee's probationary rate shall be set at the hire rate provided for in the then

applicable Appendix I. Following the completion of the employee's initial 90-days of employment, the employee's probationary rate shall be set at the 90-day rate provided for in the then applicable Appendix I.

**Section 6.4 - New Employee Wage Rates.** The Hospital will pay employees hired on or after the effective date of this Agreement the New Hire Rate in accordance to the wage scale contained in Appendix I. Upon completion of their initial 90-days of employment and twelve (12) consecutive months of employment, the above mentioned new hires shall receive an increase in accordance with the above mentioned wage scale. In no event should the rate of pay exceed the current one (1) year rate for the employee's pay grade as provided in the wage scale contained in Appendix I.

### **Section 6.5 - Wage Rates**

- (a) Effective the first pay period commencing after December 1, 2009, employees who have completed one full year of service shall receive an increase in pay of 1.5%.
- (b) Effective the first pay period commencing after December 1, 2010, employees who have completed one full year of service shall receive an increase in pay of 1.5%.
- (c) Effective the first pay period commencing after December 1, 2011, employees who have completed one full year of service shall receive an increase in pay of 1.75%.
- (d) Effective on the contract anniversary date immediately following the employees' seniority milestones (5, 10, 15, etc.) listed in Appendix 1, employees shall receive a service milestone increase as shown in Appendix 1.
- (e) **Rate of Promotion:** An employee who is promoted to a job classification in a higher pay grade will receive the 1 year rate of pay for that job classification set forth in the appropriate Appendices hereto or an increase three (3) percent above the rate of pay prior to promotion, whichever is greater.
- (f) **Wage Correction.** In the event it is established that an employee has not been paid properly pursuant to this Agreement, the error in payment will be corrected for a period not to exceed twelve (12) months prior to the date the Hospital is notified of the error. This provision is applicable only to unintentional errors in the administration of compensation under the Agreement and shall not otherwise extend an award of back pay as the result of a grievance filed pursuant to Article 12.

### **Section 6.6 - Differentials**

- (a) Shift. Employees shall receive shift differential pay, for all hours worked, if they work a minimum of six (6) consecutive hours during a shift where a differential applies. The shift differential where the majority of hours are worked will be paid for all hours worked. Should the hours worked during

shift eligible hours be equal between the evening and night shift, the employee would receive the night differential for all hours worked. Evening shift is defined from 3:00 pm to 11:00 pm and night shift is defined as 11:00 pm to 7:00 am. Effective the first pay period after the following December 1 dates, shift differentials shall be paid as follows:

	Evening	Night
December 1, 2009	.60	.70
December 1, 2010	.65	.75

- (b) Weekend: Effective the first pay period commencing after December 1, 2009, an employee who works four (4) or more consecutive hours during the designated weekend period is entitled a weekend differential of sixty-five (\$.65) cents per hour for all hours worked on that shift. The weekend is defined as beginning 11:00pm Friday and ending 7:00am Monday. Weekend differentials are paid in addition to any shift differential the employee is entitled for working the evening or night shift. Effective the first pay period after December 1, 2010, weekend differentials shall be seventy (\$.70) cents per hour.

Employees regularly assigned to the evening or night shift also will receive shift differential payments for scheduled time off.

**Section 6.7 - Temporary Rates.** Due to the nature of the Hospital's operations, it may be necessary from time to time that the Hospital assigns employees to work in a job classification other than their regular job classification. "Temporary rate" of pay is defined as the rate paid an employee temporarily transferred from his regular job classification to another job classification.

(a) *Higher Paid Job.* If the temporary transfer is to a job classification in a higher pay grade than the employee's regular job classification, and if the employee is performing the essential functions (the principal skills and/or responsibilities) of the job, he shall be paid for each regular workday of said job, the minimum rate of the higher pay grade or, if his regular rate is equal to or greater than the minimum of the higher pay grade, twenty-five (\$.25) cents per pay hour more than his regular rate.

(b) *Lower Paid Job.* If the temporary transfer is to a lower paid job classification, the employee shall continue to be paid at the regular rate of his job classification, except where such temporary transfer is made in lieu of layoff, at the employee's option.

**Section 6.8 - Time and One-Half Pay.** Time and one-half shall be paid for all hours worked in excess of forty (40) hours in a workweek. Hours compensated by the Hospital during any absence under the provisions of Article 8, 9, and 10, shall not be included in the computation of time and one-half pay.

**Section 6.9 - Overtime Pyramiding.** There shall be no duplication or pyramiding in the computation of overtime and other premium wages, and nothing in this Agreement shall

be construed to require the payment of overtime and other premium pay more than once for the same hours worked. If more than one of the provisions of this Agreement shall be applicable to any time worked by an employee, he shall be paid for such time at the highest rate specified in any of such applicable provisions, but he shall not be entitled to additional pay for such time under any other of such provisions.

**Section 6.10 - On-Call Pay.** An employee required to be on-call shall receive pay in compliance with the requirements of the Federal Fair Labor Standards Act and the regulations thereunder pertaining to "on-call" employees of \$2.00 per hour, whichever is greater, when employees are placed "on-call." Effective the first pay period after December 1, 2010, on-call pay shall be \$2.50 per hour, and effective the first pay period after December 1, 2011, on-call pay shall be \$3.00 per hour.

**Section 6.11 - Call Back Pay.** An employee who is recalled to work after he has left the Hospital's premises shall be entitled to receive a minimum of four (4) hours pay or pay for actual hours worked, whichever is greater. Only those hours actually worked shall be included in the computation of overtime.

**Section 6.12 – Overtime and On-Call.** The amount of overtime and on-call work and the employees required to work such hours shall be established by the Hospital, provided however that such overtime and on-call work shall be distributed as equitably as is reasonably practical among employees normally performing the work. Overtime and on-call work shall be rotated on a seniority basis among such qualified volunteers. In the event of insufficient volunteers, overtime and on-call shall be equitably assigned on the basis of inverse seniority to the employee with the least amount of overtime or on-call hours. Any errors in the distribution of overtime or on-call hours shall be adjusted by the Hospital through the priority assignment of comparative future work, when available, to the employee who was erroneously deprived of such work.

**Section 6.13 - Pay Day.** Employees shall be paid biweekly on Friday in accord with Hospital practice, for wages earned in the biweekly payroll period ending the preceding Sunday. An employee who terminates for any reason shall receive any unpaid wages due him in accord with the same schedule. This change in the duration of the payroll period to biweekly shall become effective on or about March 1, 1998.

## **ARTICLE 7 - HOLIDAYS AND HOLIDAY PAY**

**Section 7.1 - Holidays .** For the purpose of this Agreement, the following days shall be considered paid holidays for employees who have completed their probationary period: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and three (3) Free Days. Such holidays shall be deemed to begin at 11:00 p.m. on the evening before the day of the holiday, and to end at 11:00 p.m. on the day of the holiday. Except for those operations in which

employees are regularly scheduled seven (7) days per week, if a holiday falls on Sunday it shall be observed on the following Monday and if a holiday falls on a Saturday it shall be observed on the preceding Friday.

**Section 7.2 - Free Days .** The Free Day holidays shall be scheduled in advance and with the approval of the Hospital. The Free Days may be used to celebrate any occasion, provided however, that the number of employees who take such holidays on any given day does not interfere with the efficient operation of the Hospital. During the first year of employment, an employee hired during the period of December 1st and through February 28th shall be eligible for three (3) Free Day holidays, an employee hired during the period of March 1st and through May 31st shall be eligible for two (2) Free Days and an employee hired during the period of June 1st and through August 31st shall be eligible for one (1) Free Day holiday. An employee is not eligible for a Free Day until after the employee has completed his 90 day probationary period with the Hospital.

**Section 7.3 - Religious Holiday .** Upon proper notification to the Hospital, as set forth in the administrative procedure established by the Hospital, employees shall be permitted to exchange any designated religious holiday, as set forth in Section 7.1, for another publicly recognized religious holiday not provided in this Agreement. In the event an employee elects to observe another religious holiday, the provisions of Section 7.4 regarding pay and scheduling shall apply to the holiday elected to be observed by the employee, and the holiday for which he has made the substitution shall be considered a regular, scheduled workday.

**Section 7.4 - Holiday Pay and Scheduling .** Regular full-time employees will be granted eight (8) hours pay at their regular rate for the holidays enumerated in Section 7.1 of this Article. Regular part-time employees will receive holiday pay on a pro-rata basis related to their regularly scheduled hours of work. Holiday pay hours will be considered time worked for purposes of computing weekly overtime pay. Recognizing that the Hospital is in operation every day of the year and that it is not possible for all employees to be off duty on the same day, the Hospital shall have the right, in its sole discretion but on an equitable basis, to require employees to work on any of the said holidays, and (a) to take a substitute workday as a holiday or (b) to accept pay in lieu of the holiday. In the event an employee is required to work on any of the said holidays, he shall be paid one and one-half times his regular rate for all hours worked on the holiday. If an employee works on a holiday or the holiday falls on his scheduled off-day, he shall also receive either an additional regular day off with pay at his regular rate scheduled within sixty (60) days after the holiday or an extra regular workday's pay in lieu thereof. If a paid holiday falls during an employee's vacation, his vacation shall be extended by one (1) day or the employee shall receive one (1) additional regular workday's pay at his regular rate, at the option of the Hospital. In administering this Section the Hospital will make a reasonable effort, without impairing Hospital efficiency, to provide employees with every other paid holiday off (excluding Free Days) and their choice of substitute day off for the holiday worked.

**Section 7.5 - Eligibility .** In order to be eligible for holiday pay, an employee must have worked his last scheduled workday before and his first scheduled workday after the holiday (or day selected in lieu of the holiday) except in the case of an illness or accident preventing the employee from working as evidenced by written certification of a physician or other proof if requested by the Hospital. In no case shall an employee who has not worked at least one (1) day within the thirty (30) calendar day period before or after the holiday occurs receive holiday pay. An employee who fails to report for work on the holiday when instructed to report shall not receive pay for the unworked holiday. Employees on unpaid leave of absence on the day of the holiday are not eligible for holiday pay or to take a substitute workday as a holiday.

**ARTICLE 8 - VACATION AND VACATION PAY**

**Section 8.1 - Paid Vacation.** The Hospital shall grant regular full-time employees vacation with pay under the following schedule:

SENIORITY	PAID VACATION
After one year of employment.....	10 days (80 hrs.) per year
After two years.....	12 days (96 hrs.) per year
After five years.....	15 days (120 hrs.) per year
After ten years.....	21 days (168 hrs.) per year
After twenty years.....	27 days (216 hrs.) per year

In applying the above schedule, an employee who has six (6) or more months seniority but less than one (1) year's seniority may be scheduled for one (1) week of his first year's vacation entitlement. Regular part-time employees will receive vacation accumulations and vacation pay on a pro-rata basis related to their regularly scheduled hours of work.

**Section 8.2 - Qualifying Date.** The qualifying date for computing an employee's entitlement to vacation with pay shall be the employee's anniversary of the date his seniority commenced, except as modified under the provisions of Article 8, Section 8.8.

**Section 8.3 - Vacation Period.** Vacation credit shall be earned during the year prior to the anniversary upon which the vacation is granted as provided in Section 8.1 of this Article. Vacation credits may be retained from year-to-year provided that the employee's vacation balance does not at any time exceed one and one –half times (1.5X) the employee's annual entitlement. Each employee's vacation period shall be designated by the Hospital to meet the requirement of operating conditions, provided however that the period preferable to the employee on a seniority basis shall be selected whenever possible. In no case shall vacation be taken in periods of less than four (4) hours. In order to be considered for vacation preference based on seniority,

vacations of more than two (2) consecutive workdays (excluding holidays) must be made by written request at least sixty (60) calendar days in advance of the requested vacation period. When such request is given by an employee, the Hospital will respond in writing to such employee not less than forty-five (45) days prior to the requested time off. If an employee who has complied with this notification request desires to change the request after expiration of the sixty (60) calendar day notification period, the employee loses seniority preference.

**Section 8.4 - Pay In Lieu of Vacation.** At the time of termination, pay in lieu of unused accrued vacation shall be made only to employees with six (6) months or more of seniority, but such pay in lieu of vacation shall not apply to employees who quit without at least two (2) weeks written notice to the Hospital and who actually work as scheduled during such notice period unless prevented from so working due to illness or accident as evidenced by written certification of a physician or other proof if requested by the Hospital. In the case of vacation earned from December 1, 1997 forward, employees eligible for pay in lieu of unused vacation at the time of termination shall be entitled to a payment equal to fifty percent (50%) of their respective retained balance in that vacation bank. Such pay shall be pro-rated on a percentage basis, i.e., the period of time actually worked as that period relates to the period of vacation pay due the employee under the schedule provided in Section 8.1 of this Article, in lieu of actual vacation.

**Section 8.5 - Illness Prior To Or During Vacation.** If an illness or accident preventing work occurs prior to and extends into an employee's scheduled vacation, the vacation shall be postponed and another period assigned. If an illness or accident preventing work begins after an employee commences his vacation, the original vacation as scheduled shall remain in effect.

**Section 8.6 - Vacation Pay Advance.** Employees may receive advance vacation pay provided that such request is made at least two (2) weeks in advance of the scheduled vacation, and provided further that the vacation period is for a minimum duration of forty (40) consecutive hours in a pay period and that the employee has available accrued vacation credits.

**Section 8.7 - Rate Of Pay.** The rate of pay for the vacation period shall be the employee's regular rate at the beginning of his vacation period.

**Section 8.8 - Accrual While on LOA.** Employees on approved leave of absence from work will receive vacation credits for the first six (6) weeks of such absence. Such amounts shall be credited to the employees at the time they return to active employment.

**Section 8.9 – Vacation Transfer.** Employees shall be allowed to transfer vacation time as a donation to another employee who has exhausted his or her Free Days, paid time off, vacation and sick time. The purpose of allowing the transfer of vacation hours from one employee to an employee who has exhausted his/her Free days, paid time off,

vacation and sick hours is to assist that employee who has exhausted all paid leave.

Examples of illnesses or conditions not eligible for vacation transfer include:

- Uncomplicated pregnancies
- Elective surgeries
- Short-term illnesses
- Other conditions as evaluated by Human Resources

The maximum amount of vacation hours an employee may transfer to another eligible employee in any six month period is 80 hours. The minimum amount of vacation hours an employee can transfer is eight hours. Vacation hours can only be transferred to an employee who has completely exhausted their Free Days, paid time off, vacation and sick hours. Once vacation hours have been transferred, those transferred vacation hours cannot be transferred back to the giving employee, nor can transferred vacation hours be transferred to another employee.

To be eligible to transfer or receive vacation hours, the written approval of the Director/Administrator must be obtained. The responsible Vice President for the department should approve the request and forward it to the HR Director of Benefits, with a letter to justify the reasons for the request. The Human Resources department will then issue the final review and written approval. Such approvals will not be unreasonably withheld. The vacation Transfer Authorization Form must be completed by the employee donating the vacation hours and attached to the letter indicating the reasons for the vacation transfer.

## **ARTICLE 9 - SICK TIME**

**Section 9.1 - Definition.** "Sick time" is defined as an absence of an employee from work by reason of illness or accident which is non-work connected and not compensable under the Worker's Compensation Laws of Maryland.

**Section 9.2 - Eligibility and Benefits.** A regular full-time employee who has completed his probationary period and who is absent from work is eligible to receive paid sick time at his regular rate on the basis of five-sixths (5/6) of a day of sick time for each month of employment during the first two years of his employment, with full credit for the month in which employed and no credit for the month in which termination occurs. Employees, after two (2) or more years of employment, shall be entitled to a total of ten (10) additional days of sick time as of the beginning of their third year and each subsequent year of employment. Regular part-time employees (working twenty (20) or more hours in each work week) shall accumulate such sick time on a pro-rata basis related to their scheduled hours of work. Sick time may be accumulated up to a maximum of sixty-five (65) regular workdays. Such absence which occurs during an employee's scheduled vacation or holiday is charged to vacation and/or holiday and not to sick time.

**Section 9.3 - Notification And Proof Of Illness.** To be eligible for benefits under this Article, an employee who is absent must notify his supervisor at least one (1) hour before the start of a regularly scheduled shift, and at least two (2) hours before the start of a regularly scheduled evening or night shift, unless proper excuse is presented for the employee's inability to call. The Hospital may require written certification of a physician or other proof of illness or injury hereunder when an employee has accumulated over five (5) occurrences in the preceding twelve (12) month period, or calls in sick on his scheduled shift on Saturday or Sunday, on an observed holiday, or on the scheduled shift immediately preceding or following the employee's scheduled day(s) off. Employees who have been on sick leave also may be required to be examined and approved for work by the Hospital's Medical Advisor's Office before being permitted to return to duty.

**Section 9.4 - Termination Adjustment.** Unused accrued sick time will not be paid for and is not a terminal benefit. At the time of termination for any reason, if an employee has exceeded his allowable sick time, the excess sick time paid shall be deducted from any monies due him from the Hospital.

**Section 9.5 - Sick Time Eligibility.** Employees shall be eligible for paid sick time after they have completed their probationary period, to the extent of their accrued unused sick time credits. Sick time shall be paid at the employee's regular rate, except that for any day for which disability insurance benefits are payable under the JHH Represented Employee Benefit Plan, sick time shall be paid in an amount equal to the difference between the employee's regular rate of pay for regular scheduled work days lost and the amount of insurance benefit payable under the said Benefit Plan.

**Section 9.6 - Occupational Illness and Injury.** Employees who experience work-connected illness or injury shall promptly file a written report of such illness or injury with their supervisor or department head. The costs of medical care and treatment of employees with work-connected illness or injury will be borne by the Hospital as provided under the Maryland Worker's Compensation Laws. Employees may elect to use sick time credits to supplement worker's compensation disability benefits to the extent that total pay received does not exceed their regular pay.

**Section 9.7 - Accrual While on LOA.** Employees on approved leave of absence from work will receive sick time credits for the first six (6) weeks of such absence. Such amounts shall be credited to the employees at the time they return to active employment.

## **ARTICLE 10 - PAID LEAVE**

**Section 10.1 - Funeral Leave.** An employee who has completed his probationary period shall be entitled to leave of absence with pay at his regular rate for a maximum of

three (3) regular scheduled workdays lost in the case of death in his immediate family, namely, husband or wife, child, brother or sister, parent, parent-in-law, foster parent, legal guardian, grandparent, grandchild, step-parent or step-child, same-sex domestic partner or child of same-sex domestic partner, provided the leave of absence is taken during the period between the date of death and the day following burial, both inclusive, and provided further that the employee is prepared to offer valid proof of death and relationship upon request. Subject to the provision requiring proof of death and relationship set forth above, an employee who has not completed his probationary period shall be eligible for a maximum of three (3) days unpaid funeral leave in the case of death in his immediate family as defined above.

**Section 10.2 - Jury Duty Leave.** An employee who has completed his probationary period and who serves on jury duty shall be compensated by the Hospital in the amount of his regular rate for regular scheduled workdays lost, provided he is prepared to offer valid proof of jury duty upon request of the Hospital. Whenever the employee is temporarily excused from such jury duty by the Court on his scheduled workday, he shall advise his Supervisor as promptly as possible and stand ready to report to work if requested by the Hospital. The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the Human Resources Department and the Hospital may request that the employee be excused or exempted from such jury if, in the opinion of the Hospital, the employee's services are essential at the time of proposed jury service.

**Section 10.3 - Military Leave.** An employee who has completed his probationary period and who serves in the military training in the Armed Forces of the United States shall be paid the difference between his military pay and his regular rate for the said training period but in no event exceeding two (2) continuous weeks (80 hours) per calendar year.

## **ARTICLE 11 - UNPAID LEAVE**

**Section 11.1 - Military Leave.** Leaves of absence for the performance of duty with the Armed Forces of the United States or with a Reserve component thereof shall be granted in accordance with applicable law.

**Section 11.2 - Union Leave.** A leave of absence for a period not to exceed one (1) year shall be granted at the Union's written request to not more than six (6) employees at any one time who have one (1) or more years of seniority in order to accept a full-time position with the Union, provided such leave will not interfere with the operation of the Hospital. Such leave may be extended for an additional one (1) year period at the request of the Union. Such a request may not be unreasonably denied. In addition, up to two (2) employees elected to union office shall be granted, upon request, a leave of absence for the term of the office. Except in the event of promotion, an employee shall be reinstated to the same job classification and pay grade as held before the leave. If

such employee holds office for three (3) years or more, the employee shall be required to meet currently applicable qualifications for such job classification before returning to work. The employee shall notify the Hospital of the desire to return to work six (6) months prior to the date of return in order to allow the hospital to evaluate the employee's current qualifications, skills and abilities related his prior job classification. The employee shall be eligible to participate before returning to work in any education and training programs sponsored by the Hospital for the purpose of upgrading any skills and abilities necessary to qualify for such job classification.

**Section 11.3 - Effect on Benefits.** An employee on authorized leave of absence shall, upon his return to active employment, be credited with vacation and sick time credits for the first six (6) weeks of the leave period. Such employees shall not be eligible for holiday pay for holidays observed during his leave period. An approved leave of absence shall not affect credited service for purposes of the Pension Plan.

**Section 11.4 - Education Leave.** The Hospital shall grant reasonable requests for leave of absence for purposes of continuing education; for periods in accordance with paragraph c below, under the following conditions:

(a) The training being received is in a job or skill the Hospital needs.

(b) The training is received from an approved accredited institution.

(c) The employee has at least twelve (12) months of seniority at the time of the request for leave of absence not to exceed one (1) year or at least twenty-four (24) months of seniority at the time of request for a leave of absence not to exceed two (2) years.

(d) The employee may be replaced by the Hospital, and after the leave of absence is completed, the returning employee shall displace the employee with the least seniority in the classification last previously held by the returning employee.

**Section 11.5 - Return to Work.** As a condition of reinstatement of an employee following a leave of absence, the Hospital may require written certification of a physician and/or examination by the Medical Advisor's Office.

**Section 11.6 - Written Request .** All requests for leave of absence under this Article shall be made in writing to the employee's immediate supervisor with exception to Union Leaves (Leaves include: Military Leave, Education Leave, and Family Medical Leave). Union leave requests shall be made in writing to the Human Resources Director.

**Section 11.7 - Family and Medical Leave.** An employee who has been employed by the Hospital for 12 months and who has completed 1250 hours of work during the 12-month period immediately preceding the commencement of such leave will be entitled

to leave under the Family and Medical Leave Act of 1993 ("**FMLA**") in accordance with its provisions and the Hospital's applicable policy. Medical information submitted for Family Medical Leave requests shall be treated as confidential to the extent required by law.

**Section 11.8 - Leave of Absence for Personal Reasons.** Employees may request a leave of absence for personal reasons, subject to the provisions of the Hospital's Leave of Absence Policy.

**Section 11.9 - Leave of Absence for Health Reasons,** Employees may request a Leave of Absence for Health Reasons, subject to the provisions of the Hospital's Leave of Absence Policy. Employees returning from a Leave of Absence for Health Reasons, having been cleared to return by Occupational Health Services, shall in accordance with seniority return, first, to the job classification from which they left if a vacancy exists and, second, to a vacancy in any job classification which the employee has the ability and qualifications to perform, provided that no employee shall have the right to be returned to any job classification in a higher pay grade than the pay grade of the employee's former job. Returning employees who were unable to return to their original job shall retain preferential bidding rights for any vacancy in their original job classification for a period not to exceed one (1) calendar year from the date of the employee's return. Notwithstanding the foregoing, returning full time employees with at least ten (10) years of seniority, who have been on a Leave of Absence for Health Reasons of six months or less, shall be guaranteed return to their original position. Returning full time employees with at least ten (10) years of seniority, who are on a Leave of Absence for Health Reasons of more than six months and are unable to return to their original classification, but who are returned to a lower classified job, will retain their original rate of pay or the appropriate rate of pay for the new position, whichever is greater.

**Section 11.10 - Flexible Leave.** The Hospital will comply with the provisions of the Maryland Flexible Leave Act, as amended, to allow bargaining unit employees to use sick or vacation time for leaves with pay for an illness in the employee's immediate family, which includes a child, spouse or parent.

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

**Section 12.1 - Settlement of Employee Grievances .** The Union and the Hospital recognize their mutual responsibility for the prompt and orderly disposition of grievances of employees that arise under this Agreement. To this end the Union, the employees, and the Hospital agree that the provisions of this Article shall provide the means of settlement of all grievances of employees.

**Section 12.2 - Employee Representatives .** Delegates appointed or elected by the Union from among the employees of the Hospital and/or non-employee union

representatives shall be recognized by the Hospital as representatives of employees in their respective areas in the presentation and settlement of their grievances.

**Section 12.3 - Procedural Steps.** Any difference or dispute arising out of or under this Agreement which cannot be adjusted informally between the aggrieved employee and his Delegate, and the employee's immediate Supervisor, may be made the subject of a grievance. The grievance must be submitted in writing on a form provided by the Hospital. A grievance on behalf of an individual regarding disciplinary action must be signed by the aggrieved employee prior to consideration in the following steps:

**Step 1** - Between the aggrieved employee and his Delegate and/or Union Representative, and the Department Head and/or his designee. The Department Head or his designee shall schedule and hear the Step 1 grievance within ten (10) days of receipt of the grievance and shall give a written answer to the employee and/or his Delegate within three (3) days of such meeting.

**Step 2** - Between the aggrieved employee and his Union Delegate and/or Union Representative, and the Administrator and the Human Resources Director of the Hospital or their designee. The Hospital shall schedule and hear the Step 2 Grievance within fifteen (15) days of receipt of the appeal of the grievance if the grievance involves a disciplinary matter, or twenty-five (25) days if the grievance involves interpretation of this Agreement, and shall give a written answer within five (5) days after such meeting to the Union at the Union's office in Baltimore.

The Hospital agrees to accept and hear any grievance involving a difference or dispute arising out of or under the Collective Bargaining Agreement. The parties agree that the Hospital does not waive any defenses regarding the arbitrability or appropriateness of the grievance by holding the hearings under Section 12.3 of the Agreement.

**Section 12.4 - Grievance Presentation.** All grievances should be presented at Step 1 of this grievance procedure within fifteen (15) days from the date of either their occurrence or when the occurrence became known to the employee, whichever is later, or they shall be considered waived. Unless a grievance is appealed in writing within ten (10) days after the Hospital's answer in Step 1 or within fifteen (15) days after the Hospital's answer in Step 2 of this grievance procedure, such grievance shall be deemed to have been settled in accordance with such answer, which shall be final and binding on the aggrieved employee or employees and the Union. If the Hospital's representatives fails to give his answer within the time limit set forth in any step or if the Hospital fails to schedule a grievance meeting, the Union may appeal the grievance to the next step or to arbitration, as appropriate, at the expiration of such time limit. The time limits may be extended by mutual agreement of the parties. Saturdays, Sundays and holidays observed under this Agreement are excluded from any time limitations under this grievance procedure.

**Section 12.5 - Class or Group Grievance.** A grievance which allegedly affects a substantial number or class of employees may be presented at Step 2 of the grievance procedure within fifteen (15) days from the date of occurrence. The class action or group grievance shall identify the employees within the class or group who are affected.

## **ARTICLE 13 - ARBITRATION**

**Section 13.1 - Appeal Procedure.** Any grievance concerning the interpretation, application or alleged breach of any specific provision of this Agreement that has been properly processed through the grievance procedure as set forth in Article 12 and has not been settled at the conclusion thereof may be appealed to arbitration by the Union by serving written notice on the Hospital within fifteen (15) days after the Hospital's answer or failure to answer within time limits at Step 2 of the said grievance procedure. Saturdays, Sundays and holidays observed under this Agreement are excluded from any time limitations under this appeal procedure. If the Union fails to serve such notice of its intention to arbitrate or to provide final confirmation of its decision to arbitrate within ninety (90) days after serving such notice, it shall be deemed to have waived the arbitration and the grievance shall be considered settled. The Union shall have the right to request in writing an extension of the ninety (90) day period, and such request will not be unreasonably denied by the Hospital. No individual employee shall have the right to invoke this arbitration procedure.

**Section 13.2 Selection of Arbitrator.** Simultaneously with the service of the Union's confirmation of intent to arbitrate set forth in Section 13.1, the Union shall request the Federal Mediation and Conciliation Service in Washington, D.C. to submit to the parties a panel of nine (9) experienced impartial labor arbitrators residing in the Baltimore-Washington, D.C. area. Within ten (10) calendar days after receipt of that first panel of arbitrators, the parties shall confer and shall alternately strike names from said panel until one (1) name remains, who shall be the arbitrator to hear and determine the dispute. Should the first panel received prove unsuitable, the parties may by mutual agreement request a second panel from the Federal Mediation and Conciliation Service. It is agreed that the arbitrator selected shall be a member of the National Academy of Arbitrators.

**Section 13.3 - Arbitrator's Jurisdiction.** The jurisdiction and authority of the arbitrator of the grievance and his opinion and award shall be confined exclusively to the specific provision or provisions of this Agreement at issue between the Union and the Hospital. He shall have no authority to add to, alter, amend, or modify any provision of this Agreement, including the Wage Rates listed in Article 6, Section 6.5 and the Appendix. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Hospital and the Union. The award in writing of the arbitrator within his jurisdiction and authority as specified in this Agreement shall be final and binding on the aggrieved employee or employees, the Union and the Hospital.

**Section 13.4 - Arbitration Expense.** The Union and the Hospital shall each bear their own expenses in these arbitration proceedings, except that they shall share equally the fee and other expenses of the arbitrator in connection with the grievance submitted to him.

## **ARTICLE 14 - SUSPENSION AND DISCHARGE**

**Section 14.1 - Notification and Appeal.** Discipline for alleged violations of Hospital policies or departmental standards or rules shall be issued within seven (7) scheduled workdays of the violation or the date on which the occurrence of the violation and the identity of the violator become known by the employee's immediate supervisor whichever is later. However, should the Hospital determine that additional time is required to conduct an investigation, the issuance of discipline may be postponed pending the completion of that investigation; provided that the employee has been notified within the aforementioned applicable time period that an investigation is ongoing. Confidential investigations may be conducted which may delay notification to an employee. For the purpose of this section, authorized paid or unpaid leaves, sick-time off, funeral leaves, etc. shall not be considered as scheduled time worked. The Hospital will notify the District Union Offices in Baltimore in writing of any suspension or discharge within forty-eight (48) hours from the time it occurs. If the Union desires to contest the suspension or discharge, it shall file a written grievance within fifteen (15) days from the date of receipt of the notice of suspension or discharge. In such event, the dispute shall be submitted and determined under the grievance procedure commencing at Step 2 thereof. Saturdays, Sundays and holidays observed under this Agreement are excluded from any time limitations under this Section.

**Section 14.2 - Patients and Other Non-Employees .** If the discipline of an employee results from conduct relating to a patient or other non-employee and the patient or other non-employee does not appear at the arbitration, the arbitrator shall not consider the failure to appear as prejudicial. The term "patient" is defined as those seeking admission and those seeking care or treatment in clinics or emergency rooms, as well as those already admitted.

## **ARTICLE 15 - NO STRIKES OR LOCKOUTS**

**Section 15.1 - No Strikes.** For the duration of this Agreement, the Union, its officers, agents, representatives, and members shall not in any way, directly or indirectly authorize, cause, assist, encourage, participate in, ratify or condone any strike, sit-down, sit-in, slow down, cessation or stoppage of work, boycott, picketing, sympathy strike or other interference with or interruption of work at any of the Hospital's operations. Inciting or inducing any such activity shall constitute cause for suspension or

discharge under this Agreement. In addition to any other liability, remedy or right provided by applicable law or statute, should such a strike, sit-down, sit-in, slow-down, or stoppage of work, boycott, picketing, sympathy strike, or other interference with or interruption of the operations of the Hospital occur, the Union within twenty-four (24) hours of a request by the Hospital shall:

(a) Publicly disavow such action by the employees.

(b) Advise the Hospital in writing that such action by employees has not been called or sanctioned by the Union.

(c) Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.

(d) Post notices on the Union bulletin boards advising that it disapproves such action.

**Section 15.2 - No Lockouts.** In consideration of the no-strike pledge by the Union, for the duration of this Agreement the Hospital shall not lockout its employees.

**Section 15.3 - Emergency Arbitration Procedure.** In the event of an alleged violation of this Article, the aggrieved party shall not be required to resort to the grievance or arbitration procedures of Article 12 or 13 of this Agreement. In the event of an alleged sympathy strike in violation of Section 15.1 of this Article or an alleged lock-out in violation of Section 15.2 of this Article, the aggrieved party may institute special arbitration proceedings regarding such violations by telegraphic notice thereof to the other party and to the arbitrator next in rotation on the arbitration panel provided in Article 13, Section 13.2 of this Agreement. The arbitrator shall hold a hearing within twenty-four (24) hours after his appointment, upon telegraphic notice to the Hospital and the Union. The fee and other expenses of the arbitrator in connection with this arbitration proceeding shall be shared equally by the Hospital and the Union. The failure of either party or any witness to attend the hearing as scheduled and noticed by the arbitrator shall not delay said hearing and the arbitrator is authorized to proceed to take evidence and issue an award and order as though such party and/or witnesses were present. The arbitrator shall have jurisdiction to issue a cease and desists order with respect to such violation and such other relief as he may deem appropriate to promptly terminate such violation. No opinion shall be required by the arbitrator, but only a written award and order which shall be issued at the hearing. Such award and order shall be final and binding on the Hospital and the Union, and may be immediately confirmed and specifically enforced by any court of competent jurisdiction upon the motion, application or petition of the aggrieved party.

## **ARTICLE 16 - UNION VISITATION AND BULLETIN BOARDS**

**Section 16.1 - Orientation.** At regular orientation meetings held by the Hospital for newly-hired employees in represented positions, a union representative shall be given reasonable and scheduled opportunity of no less than 15 minutes to: (1) explain the functions and organization of the Union; (2) to review the general provisions of this Agreement; (3) to distribute information to and collect information from new bargaining unit hires; and (4) to answer questions and hold discussions with new bargaining unit hires.

The Union will be provided notice of the scheduled time and/or any changes to the schedule at least 5 days in advance. The Union should notify the Hospital at least 3 days in advance if the representative will be unable to attend. Should the Union representative fail to appear at the scheduled time, the Hospital will not be obligated to provide a substitute time.

**Section 16.2 - Union Visitations.** Except as specified herein, non-employee union representatives shall not be permitted access to the Hospital other than as patients or bona fide visitors of a patient receiving treatment in the Hospital. Non-employee union representatives will be permitted unlimited access to the office within the Hospital made available for use by the Union. Non-employee union representatives shall further be permitted access to the Hospital cafeterias open to visitors to purchase meals or refreshments and/or to meet with employees covered by this Agreement, to socialize or quietly discuss grievances and problems with those employees; provided that he/she shall not conduct any formal meetings, speeches or harangues to or votes of employees in the cafeteria; engage in any organizing activity while present in the Hospital and provided further that the employees with whom the representative meets are on their non working time. Non-employee Union representatives shall further be permitted access to the Hospital for the purpose of meeting with management representatives of the Hospital; provided that they have first contacted the Director of Employee & Labor Relations, or his designee to request the scheduling of the desired meeting; and have received notification that their request has been granted. In addition, non-employee Union representatives shall comply with any access procedure applicable to vendors. Entry to and exit from the Hospital by a non-employee union representative for a purpose permitted under this Section shall be solely through the public entrances of the Hospital. Lobbies, hallways, corridors, passageways and tunnels may be used by non-employee union representatives only as absolutely necessary to gain access to the union office, the cafeterias or the designated location of an approved meeting with a management representative of the Hospital. Non-employee union representatives shall not be allowed to engage in leafleting on Hospital property.

**Section 16.3 - Employee Delegate Meeting.** Employees whom the Union notifies the Hospital in writing have been designated as its Delegates may leave their jobs during working hours for the purpose of reviewing matters arising out of this Agreement involving the Department or Section they represent and which require immediate attention or to attend a scheduled grievance meeting, providing that they first receive

permission to perform this Union business from their immediate Supervisor. Such permission shall not be unreasonably withheld, but it shall not be granted at times when it interferes with patient care or the efficient operation of the Hospital. Delegates will be granted up to two (2) days annual leave for the purpose of enhancing their educational and leadership skills. If an application for this training is approved by the Joint Training Council, the leave shall be with pay from the Represented Employee Training Fund to the extent adequate funds remain available from that source.

**Section 16.4 - Bulletin Boards.** The Hospital shall place at the disposal of the Union, seven (7) bulletin boards located at the Hospital for the purpose of posting its official notices of the following Union activities; meetings, elections and results of elections, appointments, recreational and social affairs.

## **ARTICLE 17 - EMPLOYEE BENEFITS**

**Section 17.1 – Health Benefits.** The Hospital shall continue to offer all eligible employees the option of The Johns Hopkins EHP Basic Plan or The Johns Hopkins EHP Premium Plan. Effective no later than April 1, 2010, the dollar amount for an eligible employee's share of the total monthly premium charged for health insurance shall be as set forth in Appendix IV of this Agreement. In the second year of the Agreement, effective with the first payroll of the calendar year, the employee contribution for individual coverage shall be ten percent (10%) of the total monthly premium and the employee's premium contribution for levels of coverage other than individual shall be fifteen percent (15%) of the total monthly premium for the level of coverage selected. In the third year of the Agreement, the employee contribution for any level of coverage may be increased by fifteen percent (15%) of any increase in the total monthly premium charges above the total that was in effect as of the previous year, except in no event may the resulting dollar amount of the monthly premium for individual coverage exceed ten percent (10%) of the total monthly premium for individual coverage, and in no event may the employee's premium contribution for levels of coverage other than individual exceed twenty percent (20%) of the total monthly premium for the level of coverage selected. The Hospital reserves the right to offer additional coverage options to employees during the life of this Agreement.

The contribution amount paid by bargaining unit employees for dental insurance under The Johns Hopkins Hospital EHP plan for their elective level of coverage is set forth in Appendix IV. Premium increases to employee in the second and third year of this Agreement will not exceed ten percent (10%) per year.

The Hospital shall offer its Healthy@Hopkins rewards program to bargaining unit employees. Employees who meet the requirements of the program on a quarterly basis will receive a reward payment of twenty dollars (\$20.00) per pay period. Should any dispute arise as to the interpretation or administration of these benefits

plans, such dispute shall not be subject to the grievance and arbitration provisions (Articles 12 and 13) of the Agreement. The provisions of the benefit plans, rather than any plan summaries, shall govern its interpretation and administration by the Hospital.

**Section 17.2 - Short-Term Disability** - Non-probationary employees shall be enrolled in an employer-paid short-term disability insurance program providing a bi-weekly benefit of 60% of the employee's base bi-weekly salary for up to 24 weeks of disability, after a 14-day elimination period.

**Section 17.3 - Long-Term Disability** - Employees who are regularly scheduled to work twenty (20) hours or more are eligible to purchase Long-Term Disability coverage in accordance with the Hospital's Long-Term Disability Plan.

## **ARTICLE 18 – EDUCATION AND TRAINING**

**Section 18.1 - Hospital Represented Employees Training Council.** The Hospital and the Union reaffirm their joint commitment to afford bargaining unit employees with opportunities of retraining which will assist them in acquiring job knowledge and technical skills necessary for job retention and advancement. In furtherance of that commitment, the Hospital and Union agree to maintain during the life of this Agreement the Hospital Represented Employee Training Council (*the "Training Council"*). This Training Council shall consist of six (6) members, to be comprised of three (3) representatives of the Hospital and three (3) representatives of the Union. The Training Council shall: (1) undertake an inventory and re-evaluation of the effectiveness of the training programs which are made available to bargaining unit employees, (2) recommend the offering of additional training programs, as determined necessary, to enhance the ability of bargaining unit employees to obtain the education background, job knowledge and skills required to enable them to qualify for promotional and transfer opportunities, or maintain employment with the Hospital and (3) recommend targeted training opportunities to assist employees impacted by Operations Reengineering or changing market conditions affecting the Hospital. Should any dispute arise as to the interpretation or administration of Section 18.1 and 18.2 or the functions and powers of the Training Council, it shall not be subject to the grievance and arbitration provision (Article 12 and 13) of this Agreement.

**Section 18.2 - Represented Employee Training Fund .** During the life of the Agreement, the Hospital shall make available \$125,000 per year to fund training programs to assist bargaining unit employees in acquiring job knowledge and technical skills necessary for job retention and advancement and such other targeted training programs which have been approved by a simple majority of the six member Training Council. Monies not spent in one year will roll-over into year two and monies not used

in year two will roll-over into year three. Any monies not spent by November 30, 2012 will revert to the Hospital for whatever use it deems appropriate.

**Section 18.3 - Represented Employee Tuition Advancement Fund.** The Employer will modify its tuition reimbursement policy to assist the entry of represented employees into college level programs by creating a Represented Employees Tuition Advancement Fund (*the "Tuition Advancement Fund"*) in the amount of \$125,000 for the advancement of tuition payments during the term of this Agreement. An employee whose initial tuition payment is advanced from this fund shall be eligible to receive subsequent tuition payments for completion of the degree program for which he/she has declared pursuant to the Hospital's Tuition Reimbursement Policy without charge to the Tuition Advancement Fund. Once the \$125,000 Tuition Advancement Fund has been exhausted, no further funds will be available for tuition advancement during the term of this Agreement. An employee receiving disbursements from this Fund or under the Hospital's Tuition Reimbursement Policy will be required to sign agreements to repay the Hospital if he/she fails to meet the requirements of the Hospital's Tuition Reimbursement Policy. The provisions of the Hospital's Tuition Reimbursement Policy shall govern eligibility for and the terms and conditions of all payments from the Tuition Advancement Fund or pursuant to the Hospital's Reimbursement Policy. Should any dispute arise to the interpretation or administration of this section or the Hospital's Tuition Reimbursement Policy, shall not be subject to grievance and arbitration provisions (Articles 12 and 13) of this Agreement. Any monies not spent by November 30, 2012 will revert to the Hospital for whatever use it deems appropriate. The Tuition Advancement Fund shall be reviewed by the Hospital Represented Employees Training Council.

**Section 18.4 – 1199SEIU Training and Upgrading Fund.** (a) Effective upon ratification, bargaining unit members may use contractual training and education monies, up to the maximum amount available per bargaining unit member, to participate in classes and programs offered by/administered through the 1199SEIU Training and Upgrading Fund for MD/DC ("TUF"), subject to the provisions of Section 18.1. The Hospital shall pay the TUF directly for members' participation in all such classes and programs up to the maximum amount available for each member. (b) Bargaining unit members may participate in all available classes and programs generally offered by/administered through the TUF, subject to the provisions of Section 18.1. In addition, the Hospital may contract with the TUF to provide cohort occupational classes for bargaining unit members based upon a needs analysis.

**Section 18.5 - Tuition Reimbursement.** The Hospital shall refund tuition fees paid by employees who satisfactorily complete approved courses at facilities recognized by the Hospital. To receive this benefit, an employee must comply with Hospital policy and procedure.

**Section 18.6– Dependent Child Tuition.** The Hospital agrees to provide Dependent Child Tuition to eligible dependent children. The proposed program will be the same as the program currently offered to eligible dependent children of non-represented employees.

## ARTICLE 19 - PENSION PLAN

**Section 19.1 - Continuation of Pension Plan.** The Johns Hopkins Hospital shall continue to provide the current retirement benefits to the covered Employees of 1199SEIU, United Healthcare Workers East for the duration of the Agreement. The responsibility for all investments shall reside in The Johns Hopkins Hospital Pension Investment Review Committee ("PIRC") and the investment managers appointed by the PIRC.

**Section 19.2 - Bridge to Medicare Program.** The Hospital agrees to provide Bridge to Medicare Program to eligible retirees under the same terms and conditions as offered to eligible non-represented retirees.

**Section 19.3 - Government Requirements for Amendments.** The Hospital shall have the right to approve amendments to the Plan to make such changes as are necessary to comply with applicable federal law so that the Pension Plan will remain qualified under the Internal Revenue Code and be in compliance with the law, provided it is understood that no benefit changes shall be made to the Pension Plan as a result of such amendments. Should any dispute arise as to the interpretation or administration of this Plan, such dispute shall not be subject to the grievance and arbitration provisions of this Agreement. The provision of the official Plan agreement, rather than any plan summaries, should govern its interpretation and administration by the Hospital.

**Section 19.4 – Actuarial Valuation.** In every year of the Agreement, the Hospital will provide the Union with a copy of the District 1199SEIU – The Johns Hopkins Hospital Pension Plan's actuarial report within 30 days of its finalization by the Plan's actuaries. Following receipt of the actuarial report the Plan Administrator agrees to meet with the Union upon request to review the plan status.

## ARTICLE 20 - NON-DISCRIMINATION

**Section 20.1 - Non-Discrimination .** Neither the Hospital nor the Union shall discriminate against any employee on the basis of race, color, religion, national origin, sex, age, sexual orientation, marital status, physical or mental handicap, status as a Vietnam era veteran or disabled veteran, in accordance with applicable law. Whenever the masculine gender is used in the Agreement, it shall also include the feminine gender.

## ARTICLE 21 - MISCELLANEOUS PROVISIONS

**Section 21.1 - Due Notice to Employees and the Union.** Hospital notification to an employee shall be deemed due and sufficient for the purposes of this Agreement if the notification is made personally, by written memorandum, or by registered or certified mail or telegram delivered to the employee's last known address as shown on his

personnel record maintained by the Hospital. Hospital notification to the union shall be with proof of delivery. Such proof of delivery shall be a fax send confirmation record, registered or certified mail, or telegram sent to the union. It shall be the responsibility of each employee to keep the Hospital informed of his current address and telephone number. For the purpose of computing any notification period, the day the notice is sent shall not be included.

**Section 21.2 - Medical Examinations.** In the interest of safeguarding the health of employees and of patients, the Hospital may require employees to take a medical examination at the time they are hired or at such other times as this may be advisable.

**Section 21.3 - Uniforms and Equipment.** The Hospital will provide uniforms for all employees required to wear them. These uniforms remain Hospital property and are on loan to employees, who are responsible for care of these garments and must return them to the Hospital. The Hospital will provide employees with a Uniform for each regularly scheduled workday in a week or pick-up period as applicable. The Hospital agrees to repair the damage which arises out of normal wear and tear, and will issue replacements for worn uniforms upon certification by the employee's Department Head. Any maintenance which is required due to negligence or carelessness is the responsibility of the employee. The cost of uniforms not returned to the Hospital at termination of employment will be deducted from the employee's final pay check. The Hospital shall replace basic tools damaged at work, excluding normal wear and tear, or stolen from assigned tool chests which were properly secured. The Hospital may require an employee to provide a personal tool list to be eligible for such replacement. In such case, the employee will be notified in advance of this requirement.

**Section 21.4 - Snow and Other Natural Emergencies.** On any day that the Baltimore City Department of Transit and Traffic declares a Phase 2 Snow Emergency Plan is in effect, or the Governor declares a state of natural emergency eliminating public transportation, employees who arrive late due to weather conditions shall be allowed a two (2) hour grace period before being considered late for work. This provision shall not relieve the employees of their responsibility for notifying the Hospital prior to or within the above two (2) hours if circumstances prevent their reporting for work.

## **ARTICLE 22 - HEALTH AND SAFETY**

**Section 22.1 - Cooperation in Health and Safety.** Both the Union and the Hospital shall cooperate in promotion of the Hospital's health and safety policies.

**Section 22.2 - Safety and Security of Employees.** In order to provide for the protection and safety of employees who are arriving at or leaving work when it is dark, at such times the Hospital will either have designated employee entrances and exits patrolled by the Police Department or the Hospital will provide its own security in accordance with its present practice. The Hospital and the Union share commitment to

minimize the potential for employee injuries, accident or job-related illness. Resolution of such concerns are appropriate concerns for the Safety Committee in Section 22.3 below.

**Section 22.3 - Safety Committee.** There shall be a Safety Committee, two (2) of whose members shall be employees designated by the Union, which will meet periodically to review matters relating to safety. If an employee believes an imminent threat to employee health or safety exists, the employee shall immediately contact the Hospital Health, Safety and Environment Department at 410-955-5918. The Hospital shall make every effort to investigate and resolve such concerns as quickly as possible. If an employee in good faith believes that a hazardous condition exists of such a nature that a reasonable person would fear imminent death or serious injury, and the employee has sought and been unable to obtain a correction of the perceived dangerous condition by a supervisor, the employee may refuse that part of the work assignment creating the hazardous condition until such time as the condition has been investigated by the Health, Safety and Environment Department. The employee who has refused the work assignment may call an on-duty union delegate who shall be granted immediate access to the work area. Alternatively, a union representative shall be permitted access to the work area to meet with management representatives by following the procedure set forth in Section 16.1. Employees who in good faith make safety complaints to the Safety Committee or the Health, Safety and Environment Department, or in good faith refuse job assignments under the circumstances set forth above, shall not be subjected to retaliation.

**Section 22.4 - Employee Notification of Process for Health and Safety Concerns.** Information about procedures for reporting and processing health and safety concerns, including the procedures defined in this article, shall be provided to new-hires at new employee orientation and thereafter to all employees at annual health and safety trainings. This information shall be listed on the health and safety I.D. attachment provided to all employees. The Union may provide its designated Health and Safety contact information at the new hire orientation.

## **ARTICLE 23 - DURATION OF AGREEMENT**

**Section 23.1 - Effective Period.** The Agreement shall become effective as of December 1, 2009 upon ratification of its terms by the Union membership, and shall continue in full force and effect until December 1, 2012. Notice of intention to terminate or modify this Agreement shall be given in writing by either party to the other not less than ninety (90) days prior to any expiration date.

**Section 23.2 - Separability.** If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any law, such term or provision shall continue in effect only to the extent permitted by law. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

**Section 23.3 - Finality.** The parties acknowledge that during the negotiations 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 are set forth in this Agreement. Therefore, the Hospital and the Union for the life of this Agreement each voluntarily waives the right to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, 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, constitute the complete and total contract between the Hospital and the Union with respect to rates of pay, wages, hours of work and other conditions of employment, excepting only the Agreements relating to the Employee Benefit Plan, the Group Life Insurance Plan and the Retirement Plan for employees of the Hospital. 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 WHEREOF, the Union and the Hospital have caused their names to be subscribed hereto by their duly authorized officers and representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**For the Union:**

**For the Hospital:**

**Sign:** \_\_\_\_\_  
John Reid, Vice President  
1199SEIU United Healthcare Workers East  
Maryland/DC Division

**Sign:** \_\_\_\_\_  
Pamela D. Paulk, Vice-President  
Human Resources  
The Johns Hopkins Hospital

# APPENDIX I

## The Johns Hopkins Hospital Wage Rates

**Effective 12/1/2009**

Grade	Start	90 day Rate	Year 1	Service Milestone Increase									
				5	10	15	20	25	30	35	40	45	50
A	10.14	10.36	10.60	1%	1%	1%	2%	2%	3%	3%	3%	3%	3%
B	10.36	10.60	10.82	1%	1%	1%	2%	2%	3%	3%	3%	3%	3%
C	11.42	11.65	11.88	1%	1%	1%	2%	2%	3%	3%	3%	3%	3%
D	12.54	12.77	12.99	1%	1%	1%	2%	2%	3%	3%	3%	3%	3%
E	13.82	14.05	14.30	1%	1%	1%	2%	2%	3%	3%	3%	3%	3%
F	15.10	15.34	15.58	1%	1%	1%	2%	2%	3%	3%	3%	3%	3%
G	16.64	16.86	17.10	1%	1%	1%	2%	2%	3%	3%	3%	3%	3%
H	18.97	19.19	19.45	1%	1%	1%	2%	2%	3%	3%	3%	3%	3%
I	21.37	21.61	21.84	1%	1%	1%	2%	2%	3%	3%	3%	3%	3%
J	24.46	24.77	25.00	1%	1%	1%	2%	2%	3%	3%	3%	3%	3%
K	26.40	26.76	26.99	1%	1%	1%	2%	2%	3%	3%	3%	3%	3%

**Effective 12/1/2010**

Grade	Start	90 day Rate	Year 1	Service Milestone Increase									
				5	10	15	20	25	30	35	40	45	50
A	10.29	10.52	10.76	1%	1%	1%	2%	2%	3%	3%	3%	3%	3%
B	10.52	10.76	10.98	1%	1%	1%	2%	2%	3%	3%	3%	3%	3%
C	11.59	11.83	12.05	1%	1%	1%	2%	2%	3%	3%	3%	3%	3%
D	12.72	12.96	13.19	1%	1%	1%	2%	2%	3%	3%	3%	3%	3%
E	14.03	14.26	14.52	1%	1%	1%	2%	2%	3%	3%	3%	3%	3%
F	15.33	15.57	15.81	1%	1%	1%	2%	2%	3%	3%	3%	3%	3%
G	16.89	17.11	17.36	1%	1%	1%	2%	2%	3%	3%	3%	3%	3%
H	19.25	19.48	19.74	1%	1%	1%	2%	2%	3%	3%	3%	3%	3%
I	21.69	21.93	22.17	1%	1%	1%	2%	2%	3%	3%	3%	3%	3%
J	24.83	25.14	25.37	1%	1%	1%	2%	2%	3%	3%	3%	3%	3%
K	26.80	27.16	27.39	1%	1%	1%	2%	2%	3%	3%	3%	3%	3%

## APPENDIX I (Cont.)

**Effective 12/1/2011**

Grade	Start	90 day Rate	Year 1	Service Milestone Increase										
				5	10	15	20	25	30	35	40	45	50	
A	10.47	10.70	10.94	1%	1%	1%	2%	2%	3%	3%	3%	3%	3%	
B	10.70	10.94	11.17	1%	1%	1%	2%	2%	3%	3%	3%	3%	3%	
C	11.79	12.03	12.26	1%	1%	1%	2%	2%	3%	3%	3%	3%	3%	
D	12.95	13.19	13.42	1%	1%	1%	2%	2%	3%	3%	3%	3%	3%	
E	14.28	14.51	14.77	1%	1%	1%	2%	2%	3%	3%	3%	3%	3%	
F	15.60	15.84	16.09	1%	1%	1%	2%	2%	3%	3%	3%	3%	3%	
G	17.18	17.41	17.66	1%	1%	1%	2%	2%	3%	3%	3%	3%	3%	
H	19.59	19.82	20.08	1%	1%	1%	2%	2%	3%	3%	3%	3%	3%	
I	22.07	22.32	22.56	1%	1%	1%	2%	2%	3%	3%	3%	3%	3%	
J	25.26	25.58	25.82	1%	1%	1%	2%	2%	3%	3%	3%	3%	3%	
K	27.27	27.63	27.87	1%	1%	1%	2%	2%	3%	3%	3%	3%	3%	

## APPENDIX II

### REPRESENTED EMPLOYEES JOB TITLES & SALARY GRADES

Jobtitle	Salary Grade
ASSISTANT COOK	C
BIOMEDICAL MAINT MECH	H
BLDG/GRNDS MAINT SKILL WK	D
BLDG/GRNDS MAINT WRKR	A
CARPENTRY MAINT MECH I	H
CARPENTRY MAINT SKILL WRK	D
CARPENTRY MAINT SKL WRK-E	E
CARPENTRY MAINT SKL WRK-F	F
CARPENTRY MAINT SKL WRK-G	G
CARPENTRY MAINT WRKR	A
CLERICAL ASSOCIATE	C
COLD FOOD WORKER	A
COOK	E
DARKROOM ATTENDANT	C
DECONTAM/TRANSPORT AIDE	D
DENTAL ASSISTANT	G
DIETARY CASHIER	B
DIETARY SUPPLY AIDE	A
DISTRIBUTION TRANSPT AIDE	C
DRIVER	D
ELECTRICAL MAINT MECH	H
ELECTRICAL MAINT MECH I	I
ELECTRICAL MAINT SKILL WK	D
ELECTRICAL MAINT WRKR	A
ELECTRICAL MAINT SKL WRK-E	E
ELECTRICAL MAINT SKL WRK-F	F
ELECTRICAL MAINT SKL WRK-G	G
ELECTRONICS MAINT MECH	H
ELECTRONICS MAINT MECH I	I
ENVIRONMENTAL SVC WRKR	A
ENVIRONMENTAL SVC WRKR II	B
ENVIRONMENTAL SVC WRKR CLIN	B
FOOD DELIVERY WORKER	A
FOOD SERVICE WORKER	A
GOR/WEINB SURGIC TECH II	H
GOR/WEINB SURGIC TECH I	G
HVAC CONTROL MECHANIC	I

HVAC MAINT MECH	G
HVAC MAINT MECH I	H
HVAC MAINT SKILL WRKR	D
HVAC MAINT WRKR	A
IMAGING EQUIP SERVICE I	G
IMAGING EQUIP SERVICE II	H
IMAGING EQUIP SERVICE III	I
INSTRUMENT PROCESSOR	E
INSTRUMENT PROCESSOR II	G
INSTRUMENT PROCESSOR III	H
INSULATION MAINT MECH	G
INSULATION MAINT MECH I	H
IV THERAPY TECHNICIAN	G
LABORATORY AIDE	B
L/S DOOR MAINT MECH I	H
L/S DOOR SKILL MAINT WRKR	D
L/S LOCKSMITH MAINT MECH I	H
L/S PORT FIRE SUP MM I	H
L/S PORT FIRE SUPP MM	G
L/S WALL MAINT MECH I	G
L/S WALL SKILL MAINT WRKR	D
LINEN AIDE	A
LINEN DELIVERY WORKER	A
MATERIALS MGMT UTIL ASST	B
MEATCUTTER	B
MECH MAINT MECH	G
MECH MAINT MECH I	H
MECH MAINT SKILLED WRKR	D
MECH MAINT WRKR	A
NOURISHMENT AIDE	A
NURSING ASST-CERTIFIED	D
OPD NURSING ASST	D
OPHTH SURGICAL TECH I	G
OPHTH SURGICAL TECH II	H
OR ASSOCIATE	D
OR NURSING AIDE	C
OR NURSING ASST	D
OXYGEN TECHNICIAN	F
PACU ASSOCIATE	D
PHARMACY AIDE	C
PHARMACY TECHNICIAN I	D
PHARMACY TECHNICIAN III	F
PLANT OPERATOR	H
PLASTERER MAIN MECH	H
PLUMBING MAINT MECH I	I
PLUMBING MAINT SKILL WRKR	D

PLUMBING MAINT SKL WRK-E	E
PLUMBING MAINT SKL WRK-F	F
PLUMBING MAINT SKL WRK-G	G
PLUMBING MAINT WRKR	A
RADIOLOGY AIDE	D
REFRIG MAINT MECH	H
REFRIG MAINT MECH I	I
REHAB AIDE	E
ROOF/WATER MAINT MECH	G
ROOF/WATER MAINT MECH I	H
SHORT ORDER COOK	B
SR BLDG MAINT MECH	K
SR CARPENTER MAINT MECH	I
SR ELECTRICAL MAINT MECH	J
SR ELECTRONICS MAINT MECH	J
SR HVAC CONTROL MECH	J
SR HVAC MAINT MECH	I
SR LIFE SAFETY MAINT MECH	I
SR MECH MAINT MECH	I
SR PLANT OPERATOR	I
SR PLUMBING MAINT MECH	J
SR REFRIG MAINT MECH	J
SR ZONE MAINT MECH	I
SR STEAM MAINT MECH	I
STAT SUPPLY AIDE	A
STEAM MAINT MECH	H
STERILIZER OPERATOR	E
SUPPLY COORDINATOR	D
SUPPORT ASSOCIATE	C
TRANSPORT ASSOCIATE	C
UNIT AIDE	B
WELDER MAINT MECH I	I
ZONE MAINT MECH	G
ZONE MAINT MECH I	H

## **APPENDIX III**

### **FUNCTIONAL UNITS**

ANESTHESIA & CRITICAL CARE  
DERMATOLOGY  
EMERGENCY MEDICINE  
ENVIRONMENTAL SERVICES  
FACILITIES  
GENERAL SERVICES  
GYNECOLOGY & OBSTETRICS  
JH OUTPATIENT CENTER  
MATERIALS MANAGEMENT  
MEDICINE  
NEUROSCIENCE  
NUTRITION  
ONCOLOGY  
OPHTHALMOLOGY  
PATHOLOGY  
PEDIATRICS  
PHARMACY  
PSYCHIATRY  
RADIOLOGY  
REHABILITATION MEDICINE  
SUBSTANCE ABUSE PROGRAMS  
SURGICAL SCIENCES

**APPENDIX IV**

**2010 EHP MEDICAL PLAN  
BI-WEEKLY RATES**

	<b><u>Basic</u></b>	<b><u>Premium</u></b>
Employee Only	\$22.84	\$24.84
Employee & Child(ren)	\$68.52	\$74.52
Employee & Spouse	\$85.32	\$92.78
Family	\$92.17	\$100.23

**2010 DENTAL PLAN  
BI-WEEKLY RATES**

	<b><u>Basic</u></b>	<b><u>High Option</u></b>
Employee Only	\$ 6.56	\$ 8.89
Employee & Child(ren)	\$13.16	\$17.78
Employee & Spouse	\$18.08	\$24.45
Family	\$19.70	\$26.66

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**SIDE LETTER**

November 20, 2009

Effective December 1, 2009 or upon ratification of the Agreement, The Johns Hopkins Hospital agrees to maintain the following language in The Hospital's policy on Attendance Management:

Employees who have been found to present an infection control or safety risk due to illness or injury and are instructed to leave the workplace, either by Occupational Health or by an Emergency Department physician, will not be charged with an occurrence for the absence.

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For SEIU1199 United Healthcare Workers East

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The Johns Hopkins Hospital

## **SIDE LETTER**

The Hospital and the Union agree as follows:

Unused vacation credits earned prior to December 1, 1997 must be drawn from in advance of using any vacation earned after that date and must be completely exhausted prior to December 1, 2000, unless an employee is sixty-two (62) years of age and has twenty (20) years of service with the Hospital as of December 1, 1997.

Vacation credits earned from December 1, 1997, forward may be retained in an amount not exceeding one times (1X) an employee's annual entitlement. Employees who have one hundred and twenty (120) hours or more of accrued vacation entitlement as of December 1, 1997, shall have until December 1, 2002, to limit their new bank of vacation earned from December 1, 1997, forward to one times (1X) their annual entitlement.

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For SEIU1199 United Healthcare Workers East

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The Johns Hopkins Hospital