

A G R E E M E N T

Effective November 1, 2023 to October 31, 2026

Between

THE JOHNS HOPKINS BAYVIEW MEDICAL CENTER, INC.

And

AMERICAN FEDERATION OF STATE,

COUNTY AND MUNICIPAL EMPLOYEES,

AFL-CIO, COUNCIL 3 AND LOCAL NO. 3374

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AGREEMENT

THIS AGREEMENT is made and entered into by JOHNS HOPKINS BAYVIEW MEDICAL CENTER, INC., hereinafter called the "Hospital," and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 3 AND LOCAL NO. 3374, hereinafter called the "Union" effective November 1, 2020. In consideration of the mutual promises hereinafter set forth, the parties agree as follows:

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

Section 1.1 - Collective Bargaining Unit. The Hospital recognizes the Union as the exclusive collective bargaining representative of employees as defined in Section 1.2 of this Article, for the purpose of collective bargaining with respect to rates of pay, wages, hours of work and other terms and conditions of employment.

Section 1.2 - Employee Defined. Whenever used in this Agreement, the term "employee" shall mean all full-time and regular part-time employees in the job classifications listed in Appendix I of this Agreement, attached hereto and made a part hereof, employed by the Hospital at its 4940 Eastern Avenue, Baltimore, Maryland location, but excluding, registered nurses, temporary employees, all other employees, guards and supervisors, as defined in the National Labor Relations Act, as amended.

Section 1.3 - Employee Categories. Whenever the term "employee" is used in this Agreement it shall refer to all categories of employees. Employees fall into the following two categories enumerated in this Section, provided however that temporary increases or decreases in hours scheduled and worked shall not affect the category in which each employee is placed:

- (a) Regular Full-Time Employees. Those hired by the Hospital to work a regular schedule of eighty (80) hours within a two (2) week pay period.
- (b) Regular Part-Time Employees. Those hired by the Hospital to work a regular schedule of forty (40) or more hours but less than eighty (80) hours within a two (2) week pay period.

Section 1.4 - Temporary Personnel. A temporary worker excluded from the bargaining unit is one who is hired for a period of up to three (3) months and is so informed at the time of hire, and who is hired to fill a temporary job or for a special project or to replace any employee on leave or vacation. The said three (3) month period may be extended up to one (1) additional three (3) month period. The Union shall be notified when the Hospital uses temporary employees in bargaining unit positions, or to do bargaining unit work.

Section 1.5 - Probationary Employees. All employees newly hired or rehired by the Hospital after termination of their employment shall be considered probationary employees until they have completed a probationary period of ninety (90) days time from their first day worked for regular full-time employees and one hundred eighty (180) days for regular part-time employees. During and at the end of their 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. Any individual who is hired as a part-time employee but who regularly and consistently works full-time hours shall be treated as a full-time employee for purposes of this Section.

Section 1.6 - Extension Period. The probationary period may be extended up to sixty (60) days at the discretion of the hospital after discussion with the employee. The Hospital will notify the Union President or designee in writing of its reasons to extend the probationary period.

Section 1.7 - Contracting Out Work. Work ordinarily performed by employees under this Agreement will not be let to an independent contractor or contractors unless such work cannot be performed as economically or as promptly within the time limits required by Hospital management by regular employees using existing equipment, skills, and facilities as by such outside contractor or contractors. When the Hospital considers use of outside contractor(s) for bargaining unit work to perform either planned project(s) or routine maintenance, the Hospital shall first notify the Union, and the proposed assignment will be discussed between the Hospital and the Union before the outside assignment is made.

Section 1.8 - Employee Personnel Records. The Hospital will submit a report* to Union on a monthly basis and electronically containing the following information for all bargaining unit positions:

- a. Name
- b. Hire date
- c. Classification
- d. Department
- e. Pay grade
- f. Longevity step (if applicable)
- g. Home address
- h. Home/cell phone number
- i. Dues deduction status
- j. Deduction for AFSCME People (in lump sum)
- k. Terminations
- l. Promotions out of the bargaining unit

The list shall note newly hired employees and any employees who were terminated in the previous month.

Section 1.9 - Use of Gender. Whenever the female gender is used in this Agreement it shall also include the male gender and whenever the male gender is used in this Agreement it shall also include the female gender.

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 their probationary period, 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 a 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 - Payroll Deduction Authorization. The Hospital shall deduct out of the current wages payable to each employee member of the Union who voluntarily consents, the Union's regular monthly membership dues as designated in writing by the Union to be prescribed by the Constitution and By-Laws of the Union, upon receipt of a duly executed payroll deduction authorization of an employee as presented by the Union and which shall be revocable at the employee's election. One twenty-sixth of such total annual dues deductions shall be made from each pay period and remitted promptly by the Hospital to the Union's Council 3 offices.

Section 2.4 - Check-Off Waiver. The Hospital shall be relieved from making such payroll 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) in accordance 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.

Section 2.5 - 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.

ARTICLE 3 - MANAGEMENT FUNCTIONS

Section 3.1 - Management Functions. Except as expressly modified or restricted by a specific provision or provisions of this Agreement, all managerial and administrative prerogatives and functions conferred upon the Hospital inherently and by law, are retained and vested exclusively in the Hospital, including but not limited to the right to demote, reprimand, suspend, discharge or otherwise discipline employees for proper cause; to hire and determine qualifications of employees; to assign and direct their work; to promote, transfer, lay off and recall employees to work; to set the standards of productivity and the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, and means of facilities by which such operations are conducted; to establish and administer medical, nursing and patient care standards; to set the starting and quitting time and the number of hours, overtime and shifts to be worked; to close down the Hospital's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign or cease any job, department, operation or service; to control and regulate the use of facilities, equipment and other property of the Hospital; to introduce new or improved research, service, distribution and maintenance methods, materials and equipment; to determine the number, location and operation of departments, divisions and all other units of the Hospital; to issue, amend or revise policies, rules, regulations and practices that are reasonable and not in conflict with the express terms of this Agreement but otherwise necessary to carry out these and all other managerial and administrative prerogatives; and to take whatever action that is otherwise necessary in the Hospital's judgment and discretion to foster patient care and otherwise to determine, administer and fulfill the mission of the Hospital and direct the Hospital's employees. The Hospital's failure to exercise any prerogative or function hereby reserved to it, or the Hospital's exercise of any such prerogative or function in a particular way, shall not be considered a waiver of the Hospital's right to exercise such prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 4 - SENIORITY, PROMOTION, TRANSFER, LAYOFF, AND RECALL

Section 4.1 - Establishment of Seniority. As used in this Agreement, the term "seniority" shall mean the combined length of service of an employee while in the employment of the City of Baltimore through June 30, 1984, and thereafter while in the employment of the Hospital or its predecessors, unless otherwise expressly specified in other provisions of this Agreement.

Section 4.2 - Application of Seniority. Seniority shall be a factor whenever required by a specific provision of this Agreement, with first preference given to regular full-time employees and second preference given to regular part-time employees, except in the case of the job bidding procedure under Section 4.4 of this Agreement, during which no preference shall be given to full-time employees. The union will receive a monthly report of all union employees sorted by department and union seniority.

Section 4.3 - Probationary Employees. Seniority shall not accrue to a probationary employee until completion of her probationary period, at which time the probationary employee's seniority shall become established as of the date of employment by the Hospital. During the said probationary period, employees shall be subject to layoff, termination or discharge at the discretion of the Hospital, and such layoff, termination or discharge shall not be subject to the grievance or arbitration procedures of this Agreement.

Section 4.4 - Job Bidding. When a vacancy (other than temporary) or a new regular job opening or job reclassification occurs in a position covered by this Agreement and the Hospital deems it necessary to fill such vacancy, the Hospital will post a notice of such job opening for a period of not less than five (5) consecutive days, including the date of posting but excluding Saturday, Sunday and holidays. An electronic copy of said notice shall be provided promptly within five (5) days to the Union President at the time of posting. Any employee who has completed her probationary period and desires to be considered shall submit an electronic bid to the Hospital. In the case of an absent employee, her Shop Steward may submit a written bid on her behalf. If the Hospital determines there are applicants qualified and available for the job opening without further training (other than a five (5) day job familiarization period), at the expiration of the applicable period of posting, the Hospital shall fill the position from among such applicants on a seniority basis. If the Hospital fills a vacant position within the bargaining unit, the Hospital shall provide the name of the successful candidate to the Union President electronically. Any employee who bids successfully for the job opening must accept such job opening, and must remain in that position for one hundred twenty (120) days before bidding again on a new position, except that at the discretion of management an internal employee may be considered for a transfer/promotion within the same department before completion of the one hundred twenty (120) days. If, within ninety (90) days of actual work, the Hospital determines that the successful bidder cannot perform the job satisfactorily during this assessment period, she shall be returned to her former job or another comparable job within the bargaining unit which the Hospital determines she is qualified to perform, without loss of seniority. In any event, she will be entitled to return to her former job as soon as a vacancy therein occurs. If there is no qualified applicant available under the provisions of this Section, the Hospital may fill the job from any available source, in its judgment. The Hospital will post a weekly notice of the union job openings on a bulletin board near the cafeteria; however, the employees understand the most up-to-date information is contained on the Hospital intranet.

Section 4.5 - Temporary Assignment Within Bargaining Unit.

(a) Pay. An employee who is temporarily assigned to a job in a lower paid job classification shall not suffer any reduction in her prevailing rate of pay unless the job assignment occurs as a result of acceptance of a job in a lower classification in lieu of a layoff, in which event the employee will receive the regular rate of pay of such lower

classification which is closest to but lower than the regular rate of pay of her current job. An employee who is temporarily transferred to a job in a higher paid job classification for a period in excess of one (1) full work day, shall be paid for all hours worked thereafter in such higher paid job classification in which she is performing such job at the prevailing rate of pay for her corresponding step in such classification.

(b) Filling Temporary Assignment. When a temporary assignment occurs which the Hospital determines must be filled immediately, it shall be filled in the following manner: (1) the Hospital shall solicit volunteers from the employees that regularly or temporarily work in the affected area that are on duty when knowledge of the temporary assignment arises; (2) the Hospital shall solicit volunteers from the employees that regularly or temporarily work in the affected areas that are off duty when knowledge of the temporary assignment arises; (3) by holding over employees from the previous shift who regularly or temporarily work in the affected area until relief can be obtained. The options need not be followed in the order listed above if following that procedure fails to promptly fill the assignment or knowledge of the assignment is received by management less than three (3) hours prior to the scheduled starting time of the temporary assignment. If the procedure fails to promptly fill the assignment or the Hospital learns of the assignment less than three (3) hours prior to the scheduled starting time of the vacant position, the Hospital may, at its discretion, draft an employee on duty who will be required to perform the job until relief, if any, can be obtained. In no event, however, shall any employee be required to work more than sixteen (16) consecutive hours without an eight (8) hour break, except under emergency conditions.

(c) Temporary Assignment Defined. A “temporary assignment” as used in this Section is an assignment to fill an immediate scheduling need in the department.

Section 4.6 - 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 her option or at the Hospital’s option to her former job classification or its equivalent within the bargaining unit without loss of seniority, within three (3) months thereafter, provided a vacancy exists. If a vacancy does not exist, then the employee is entitled to fill the next available vacancy.

Section 4.7 - Layoff.

(a) Job Classification. In the event of a layoff for more than five (5) consecutive scheduled workdays within a job classification, first probationary employees within that job classification shall be laid off without regard to their individual period of employment, and second, non-probationary regular employees shall then be laid off on the basis of their seniority, starting with the least senior employee. In the event of a unit closure or a reduction in force, the Hospital shall notify the Union and the affected employee(s) shall receive at least a four (4) week notice before the effective date to

enable meaningful discussion of how to proceed with a layoff. In all circumstances outlined in this Section 4.7, the Union President and or her designee shall be granted the opportunity to speak with said employees once the employees have been notified by the Hospital of the layoff.

(b) Job Series. An employee working in a job classification series and laid off under (a) above, shall have the right to replace the least senior employee in the next lower job classification in her job series.

(c) Single Job Classification. An employee working in a job classification which is not part of a job series as provided in (b) above, shall have the right to replace the least senior employee in a job classification for which the Hospital determines she has the relatively equal qualifications and ability to perform without further training (other than a five (5) day job familiarization period) in a pay grade from her own grade through nine (9) consecutive lower pay grades.

(d) Last Chance Bump. The last employee subject to layoff under the above provisions may elect to replace the least senior employee in the Hospital, if the Hospital determines she has the relatively equal qualifications and ability to perform such job without further training (other than a five (5) day job familiarization period).

Section 4.8 - Recall to Work. Employees who are on layoff status shall be recalled to work in accordance with their seniority in reverse order of layoff, first, to the job classification from which they were laid off when a vacancy occurs, and second, to any vacant job for which the Hospital determines they have relatively equal qualifications and ability to perform. Employees who are displacing other employees in lieu of layoff shall have eventual recall right to their regular job classification from which they were displaced, should a vacancy occur.

Section 4.9 - Shift Assignments. Rotating shift assignments (Day, Evening, and Night as defined in Article 5, Section 5.6) are an essential function of the Hospital, provided however that no employee will be required to work more than two (2) of such three (3) shifts within any pay period. Whenever practicable in the Hospital's judgment, employees assigned by the Hospital to shift work will be assigned to the shift or shifts of their preference, with consideration for their qualifications and seniority.

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

- (a) Discharge for proper cause, voluntary quit, resignation or retirement.
- (b) Absence for three (3) consecutive scheduled work days without notifying the Hospital during the absence (unless physically impossible to do so) of (1) an illness or accident preventing the employee from working, as

evidenced by written documentation from a physician or other proof if requested by the Hospital, or (2) other satisfactory reason for such absence.

- (c) Failure to return to work within three (3) consecutive days after an employee has received 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 (1) an illness or accident preventing the employee from working, as evidenced by written documentation from a physician or other proof if required by the Hospital, or (2) other satisfactory reason for such absence.
- (d) Lay off in excess of up to twenty four (24) months since the employee's last day worked for the Hospital, provided, however, after a layoff of more than twelve (12) consecutive months and notification from the Hospital regarding maintaining seniority, the employee must contact the Hospital Office of Employee Relations once every four (4) months to advise of continuing interest in reinstatement.

Section 4.11 – Reinstatement of Seniority. An employee who resigns, voluntarily quits or retires but is rehired at the Hospital within twelve (12) months, shall be entitled to have the employee's prior Hospital and Union seniority reinstated.

ARTICLE 5 - HOURS OF WORK

Section 5.1 - Work Day. The "work day" for each employee shall be the twenty-four (24) hour period starting at the commencement of her shift.

Section 5.2 - Regular Work Day. The "regular shift" for employees shall consist of eight (8), ten (10), or twelve (12) consecutive hours, exclusive of meal periods, as established by the Hospital.

Section 5.3 - Work Week. The "work week" shall consist of seven (7) consecutive days, beginning at 12:01 a.m. on Sunday and ending at 12:00 midnight on the following Saturday.

Section 5.4 - Regular Work Week. The "regular" work week shall consist of five (5), four (4), three and one-half (3-1/2) or three (3) regular shifts consistent with an employee's individual work schedule.

Section 5.5 - Pay Period. The "pay period" shall consist of two (2) consecutive work weeks.

Section 5.6 Identification of Shifts

- (a) The Day Shift is that commencing between 5:00 a.m. and 11:59 a.m.
- (b) The Evening Shift is that commencing between 12:00 noon and 6:59 p.m.
- (c) The Night Shift is that commencing between 7:00 p.m. and 4:59 a.m.
- (d) The Weekend Shift is that commencing 5:00 a.m. Saturday through 4:59 a.m. Monday.

Section 5.7 - Regular Work Schedules. Employees shall report dressed and ready for work at the time designated by the Hospital as the beginning of their regular shift and shall quit work at the end of their regular shift, unless expressly assigned to overtime 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. Except in an emergency or a condition beyond the control of the Hospital, work schedules for regular full-time and regular part-time employees shall be posted at least two (2) weeks prior to the start of each pay period.

Section 5.8 - Meal Time. Employees shall be allowed one (1) thirty minute unpaid break (as close to the middle of the shift as possible subject to patient care coverage and operating efficiency) for eating a meal in an eight (8) or more hour shift.

Section 5.9 - Rest Period. Whenever operating efficiency permits, supervisors shall schedule one (1) rest period of fifteen (15) minutes per shift for all employees.

Section 5.10 - Hours Worked. Nothing in this Agreement shall be construed as a guarantee by the Hospital of hours worked per day, week or year.

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 amount of overtime and the employees assigned to work such overtime hours shall be established by the Hospital, provided however that overtime work shall be distributed as equitably as is reasonably practicable among qualified employees normally engaged in the work involved. Any error in the distribution of overtime shall be adjusted by the priority assignment of similar future overtime when available, to the employee erroneously deprived of such work. A disparity in overtime resulting from proven favoritism shall be remedied with back pay.

Section 6.2 Regular Rate. “Regular rate” of pay is defined as the straight time rate of pay for an employee’s regular job classification, as provided in Appendix II, attached hereto and made a part of this Agreement.

Appendix II – Salary step chart shall be revised to reflect the following added wage increases that shall apply to all positions in the bargaining unit:

<u>Effective Date*</u>	<u>Amount of Increase</u>
------------------------	---------------------------

November 1, 2023	2.75%
November 1, 2024	2.75%
November 1, 2025	2.75%

*Increases are effective at the beginning of the first pay period after the date shown.

Section 6.3 - Prevailing Rate. “Prevailing rate” of pay is defined as an employee’s regular rate plus any shift differential, but not including any overtime compensation. It is understood, however, that employees assigned to a rotating shift schedule shall be paid at their regular rate for Holidays, Paid Time Off (“PTO”), Bereavement Leave, Jury Duty Leave, and Sick Leave, under the provisions of this Agreement.

Section 6.4 - Shift Differential. A shift differential per hour shall be paid to all employees who commence work on the Evening or Night shift as identified in Article 5, Section 5.6. The amount of the differential due per hour shall be one dollar and thirty cents (\$1.30) per hour for the Evening Shift and one dollar and sixty-five cents (\$1.65) per hour for the Night shift. As of November 1, 2023, the amount of differential due per hour shall be one dollar and twenty-five cents (\$1.25) for the Weekend shift except for flat rate weekend positions.

Section 6.5 - Time and One-Half Pay. Time and one-half shall be paid at each employee’s prevailing rate, depending on her regular shift, for (a) all hours worked in excess of eight (8) hours, ten (10) hours, or twelve (12) hours within a work day, or in excess of forty (40) hours within a work week, whichever is greater.

Section 6.6 - No-Pyramiding Rule. 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, she shall be paid for such time at the highest rate specified in any of such applicable provisions, but she shall not be entitled to additional pay for such time under any other of such provisions.

Section 6.7 - Tuition Reimbursement. The Hospital will reimburse eligible full-time and part-time employees who have completed their probationary period and who comply with the procedural and qualification requirements comparable to non-bargaining employees as outlined in the Tuition Reimbursement Policy during the life of this Agreement.. In the event that the tuition reimbursement program is enhanced for all non-bargaining employees during the life of this Agreement, a comparable enhancement, as determined by the Hospital, will be provided to bargaining unit members.

Section 6.8 - Call-Back Pay. An employee who is recalled to work after she has left the Hospital's premises, shall be entitled to receive a minimum of four (4) hours pay, or pay for hours actually worked, whichever is greater. Only those hours actually worked shall be included in the computation of overtime. An employee who is recalled to work after she has left the Hospital's premises, but who is then cancelled before actually reporting to the Hospital shall receive two (2) hours of pay at her regular rate. Pay for that hour shall not be included in the computation of overtime, and there shall be no pyramiding with On-Call Pay in Section 6.10, or with the four (4) hour minimum set forth above.

Section 6.9 - On-Call Pay. Any employee required to be "on-call" shall receive pay in compliance with the requirements of the Federal Fair Labor Standards Act and the regulations there under pertaining to "on-call" employees or \$4.00 per hour, whichever is greater. This time shall not be considered as hours worked for the purpose of computing overtime compensation.

Section 6.10 – Inclement Weather. In the event that an employee is required to remain on the job for four (4) or more hours beyond their normal shift due to inclement weather, the employee shall be provided with a meal by the Hospital and be compensated for all hours required to remain on duty.

Section 6.11 – Longevity Pay. The Hospital shall recognize the service of long term employees with longevity pay to be computed as an additional percentage of the employee's regular rate as defined in Article 6, Section 6.2 of this Agreement. Longevity pay of one percent (1%) of the regular rate shall be due to each employee who has completed ten (10) years of service in the employ of the Hospital, longevity pay of two percent (2%) of the regular rate shall be due to each employee who has completed fifteen (15) years of service in the employ of the Hospital, and longevity pay of one and one-half percent (1 ½ %) of the regular rate shall be due to each employee who has completed twenty (20) years of service. Any employee who completes his/her tenth (10th) year of service, fifteenth (15th) year of service or twentieth (20th) year of service shall be due longevity pay beginning the first full pay period following the employee's tenth (10th), fifteenth (15th) anniversary or twentieth (20th) anniversary. Longevity pay shall be added to the employee's regular rate or base pay to reflect the employee's prevailing rate of pay for all purposes. Employees who have completed twenty (20) years of service as of the effective date of this Agreement, shall be due longevity pay beginning the first full pay period following the effective date of this Agreement.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 7.1 - Settlement of Grievances. The Union and the Hospital recognize their mutual responsibility for the prompt and orderly disposition of grievances 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 disposition of all grievances. Under

this Agreement, a grievance is defined as a difference or dispute over the meaning of, interpretation of, or application of the Collective Bargaining Agreement.

Section 7.2 Shop Stewards. The Union may appoint Shop Stewards and alternates from among the employees to act in their absence. The Union shall provide the Hospital with a current list of Shop Stewards and their alternates at all times.

Section 7.3 - Procedural Steps. Any difference or dispute arising during the life of this Agreement which an employee and/or her Shop Steward have not been able to adjust informally with the immediate supervisor may be made the subject of a grievance, and shall be processed in the following steps:

Step 1. The aggrieved employee and the appropriate Shop Steward shall present the grievance in writing to the employee's immediate supervisor within fourteen (14) calendar days after the reason for the grievance has occurred. The employee and Shop Steward shall meet on such grievance with the immediate supervisor and the next level supervisor as designated by the Hospital, within seven (7) calendar days after presentation thereof. A written answer to said grievance shall be furnished to the employee or employees involved and their Shop Steward within seven (7) calendar days after said meeting. If they serve written notice that said written answer is not satisfactory to them, or if said written answer is not furnished within seven (7) calendar days, the grievance shall proceed to Step 2. Any grievance submitted at Step 1 which is not answered within the appropriate time shall automatically be referred to the Vice President of Human Resources or his/her designee who shall meet with the Union within ten (10) working days to discuss the situation, unless the time is extended by agreement between the Hospital and the Union.

Step 2. No later than seven (7) calendar days after the written answer is furnished in Step 1 or, if no answer is furnished, no later than ten (10) calendar days after the answer should have been furnished, the grievance shall be presented by the appropriate Shop Steward, and/or Union President or designee, in writing, to the Hospital's Vice President of Human Resources or her designee. The Shop Steward, and/or the Union President or her designee and the employee(s) involved shall meet with the appropriate Hospital Administrator and the Vice President of Human Resources or their designees, within seven (7) calendar days from the date upon which the grievance is presented to the Vice President of Human Resources or her designee. A decision must be made by the Hospital and communicated to the Shop Steward and the Union President, in writing, within seven (7) calendar days after the meeting. If the meeting cannot be arranged within said seven (7) calendar day period, the Vice President of Human Resources or her designee shall, nevertheless, communicate the decision upon said grievance to the Shop Steward and the Union President within ten (10) calendar days after the grievance

is first presented to the Vice President of Human Resources or her designee at this Step 2.

Section 7.4 - Grievance Investigation and Adjustment. A Union Steward shall be permitted a reasonable period of time, with pay, to leave her work to investigate and adjust the grievance of an employee under her area of jurisdiction after notification to and permission from her immediate supervisor, which permission shall not be unreasonably withheld.

Section 7.5 - Extension of Time Limits. The time limits set forth in this Article and in the succeeding Article 8 on Arbitration are of the essence of this Agreement and are essential to the proper handling and disposition of grievances. Therefore, said time limits can be extended only by agreement between the Hospital and the Union, which shall be confirmed in writing.

Section 7.6 - Individual Complaints. Notwithstanding the foregoing provisions of this Article, any employee or employees shall have the right at any time to present grievances to the Hospital and to have such grievances adjusted without the intervention of the Union, as long as the remedy is not inconsistent with the terms of this Agreement. and provided that the Union President or her designee has been given advance or timely notice of the adjustment.

Section 7.7 - Suspension and Discharge. The parties have agreed that, whenever practicable, no employee should be suspended indefinitely, suspended pending further investigation, separated from in-pay status or terminated without prior notification to the Union President. Because such an action may result in the loss of pay and/or benefits for an extended period of time, the Hospital and the Union agree as a result that before such an action is implemented, the Hospital shall on an expedited basis: (1) notify the Union President or her designee in advance; (2) share information or documents about the infraction(s) in question with the Union; (3) allow the Union to review the employee's personnel file; and (4) meet with the Union President or her designee and (as available) Council 67 representative to promptly discuss the infraction(s) questioned, mitigating circumstances, if any, and whether there is proper cause for such action. Unless the employee's continued presence in the workplace may disrupt patient care or the personal safety or well-being of the patients, the public, supervisors or other employees, an employee shall not be removed from work until this procedure is exhausted. Should it be necessary to remove the employee before this procedure is exhausted, the Hospital shall nonetheless follow steps (1) through (4) promptly after action is taken, and the parties shall follow Section 7.7 of the Agreement. Should the employee or Union wish to contest an action taken against the employee Section 7.7 of the Agreement shall be followed. The Hospital will notify the Union in writing of any suspension or discharge within twenty-four (24) hours from the time it occurs. This notification shall include the date and circumstances for removal. If the Union desires to contest the issue of whether the suspension or discharge is for proper cause, it shall file a written grievance within

fourteen (14) business days from the date of receipt of the Hospital notice of suspension or discharge. In such event, the dispute will be submitted and determined under this grievance procedure, commencing at Step 2.

ARTICLE 8 – ARBITRATION

Section 8.1 - Appeal Procedure. Any grievance of employees concerning the interpretation and/or application of express provisions of this Agreement that has been properly processed through the Grievance Procedure as set forth in Article 7 and has not been settled at the conclusion thereof may be appealed to arbitration by the Union by serving written notice on the Hospital of its intention to appeal, together with a written statement of the specific provisions of this Agreement at issue, within thirty (30) calendar days after the Hospital's answer at Step 2 of the Article 7 Grievance Procedure. If such appeal notification is not given within the time limitation provided in this Section, the answer of the Hospital shall be final and binding on the aggrieved employees and the Union.

Section 8.2 - Selection of Arbitrator. Within ten (10) calendar after sending the notification of the Union's desire to arbitrate, the Union shall request the Federal Mediation and Conciliation Service to furnish a list of not less than seven (7) arbitrators, one of whom may be designated by the parties to act as arbitrator of the grievance. If no agreement can be reached as to the arbitrator within ten (10) calendar days after receipt of said list, the Union and the Hospital shall jointly request the Federal Mediation and Conciliation Service to furnish a second list of not less than seven (7) additional arbitrators, one of whom shall be designated by them within ten (10) calendar days after the receipt of said list, to act as arbitrator of the grievance. Selection shall be made by the Union and the Hospital Representatives, either by agreement, or if agreement cannot be reached, by alternately striking any name from the list until only one name remains. The final remaining name shall be the arbitrator of the grievance. The time limits contained in this Section may be extended by mutual agreement of the parties.

Section 8.3 - Arbitrator's Jurisdiction. The jurisdiction and authority of the arbitrator of the grievance and his opinion and award shall be confined exclusively to the interpretation and/or application of the express provisions of this Agreement at issue between the Union and the Hospital. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to establish or alter any wage rate or wage structure; or to consider any term or condition of employment not expressly set forth within a provision of this Agreement. The arbitrator shall not hear or decide more than one grievance without the mutual written consent of the Hospital and the Union. The award in writing of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority as specified in this Agreement shall be final and binding on all employees covered by this Agreement, the Union and the Hospital.

Section 8.4 – Special Cases. In all instances of alleged patient abuse, theft from a patient, or the diversion or theft of drugs from the Hospital, the arbitrator shall not have the authority to modify the penalty imposed by the Hospital, but shall only have the authority to determine the guilt or innocence of the employee.

Section 8.5 - Arbitration Expenses. The Union and the Hospital shall each bear its 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 determination. The location of the arbitration hearing shall be mutually agreed upon in writing and the venue expense shall be shared by the Union and the Hospital.

Section 8.6 - Arbitration Attendance. Either the President of the Local or the Shop Steward who filed the original grievance shall be provided with a maximum of five (5) days total between them per contract year, without loss of pay, to attend an arbitration hearing held as the result of the filing of a grievance.

ARTICLE 9 - HOLIDAYS AND HOLIDAY PAY

Section 9.1 - Holidays. For the purpose of this Agreement, the following days shall be considered paid holidays for all regular employees: New Year's Day, Martin Luther King's birthday (to be celebrated on the federal holiday), Memorial Day (Monday), Independence Day (Fourth of July), Labor Day, Thanksgiving Day and Christmas Day. Such holidays shall be deemed to begin at 11:00 p.m. on the eve of the day observed as the holiday, and to end at 11:00 p.m. the following day. For employees scheduled to work a 12-hour shift on a holiday, the holiday is considered to begin at 7 p.m. on the evening before the holiday and to end at 7 p.m. on the holiday. Holiday premium pay will be paid only for those hours worked on the actual day of the holiday, not the day observed by the Hospital. For example, if Independence Day occurs on Saturday, July 4th, the Hospital will observe a Holiday schedule on Friday, July 3rd. However, Holiday premium pay will be paid only to those employees who work on the actual Holiday, which is Saturday July 4th. Regular full-time employees shall receive pay for all hours worked on a holiday at their prevailing rate.

Part Time Employees:

Regular part time employees who are eligible for holidays shall have their holidays pro-rated as follows:

Example: 8 hour holiday times FTE% = hours to be paid for each 8 hour holiday
8x50% = 4.0 hours
8x60% = 4.8 hours
8x75% = 6.0 hours
8x90% = 7.2 hours

Section 9.2 - Work on Holiday. Any employee who is required to work on one of the aforementioned holidays shall be paid one and one-half (1.5) times her prevailing rate of pay for all hours worked, and in addition, an employee who is eligible for paid holidays under Section 9.1 shall be given another day off with pay in lieu of the holiday at her prevailing rate for her regular shift as soon as the Hospital determines that proper staffing permits. An eligible employee who works at least four (4) additional hours beyond her shift as scheduled on a holiday shall receive one hour additional time off with pay for each additional hour worked on the holiday at her prevailing rate as soon as the Hospital determines that proper staffing permits. Unused holiday time will be purged from the payroll system one hundred eighty (180) days from the date accrued.

Section 9.3- Overtime Credit. Holidays paid but not actually worked shall be considered as hours worked in the computation of overtime pay.

Section 9.4 - Holiday During Paid Time Off. If one of the aforementioned holidays falls during the scheduled and approved Paid Time Off of an employee who is eligible for paid holidays under Section 9.1, such holiday shall not be counted as a day of Paid Time Off leave.

Section 9.5 - Eligibility. In order to be eligible for holiday pay, an employee must have worked her last scheduled workday before and her 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. 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 10 - PAID TIME OFF PROGRAM

Section 10.1 - Paid Time Off. The Hospital shall grant to employees paid time off pay at their prevailing rate for regular shifts at the time the paid time off hours are taken under the formula outline herein.

(a) Regular Full-Time Employees. They shall earn paid time off credit based on 75 percent (75%) of their City of Baltimore seniority, if any, plus one hundred percent (100%) of their Hospital seniority, as follows:

JHBMC EMPLOYEES

<u>Years of Combined Seniority</u>	<u>Paid Time Off Per year</u>
0 up to 2	17-days/year (5.23 hours/bi-weekly pay)
2 up to 5	19-days/year (5.85 hours/bi-weekly pay)
5 up to 10	22-days/year (6.77 hours/bi-weekly pay)
10 up to 20	27-days/year (8.31 hours/bi-weekly pay)
20 or more	32-days/year (9.85 hours/bi-weekly pay)

(b) Regular Part-Time Employees. Part-time employees will accrue Paid Time Off on a pro-rated basis according to hours of work paid (up to a maximum of 80 hours worked bi-weekly).

Section 10.2 - Paid Time Off Schedules. All employees must complete their probationary period before they are entitled to use accrued Paid Time Off. Upon request for Paid Time off, managers will review and approve requests based on seniority of employees within their job classification when the Hospital determines that patient care and operating efficiency are not impaired.

Section 10.3 -Paid Time Off Accrual. Paid Time Off may be accrued up to a maximum of one (1) times the annual rate of accrual. New employees will begin to accrue hours on their date of hire. They are eligible to begin using their Paid Time Off hours after they complete their probationary period. Employees on an unpaid leave will not accrue Paid Time Off hours until they return to active employment. Employees on paid leave will continue to accrue Paid Time Off hours. Paid Time Off hours are not counted as hours worked for purposes of receiving overtime pay.

Section 10.4 - Scheduled Paid Time Off. In order to afford employees granted and approved time off exemption from working their regularly scheduled weekend(s) during that paid time off period, employees in the same unit/department may be required, at management's discretion, to work weekends in addition to their otherwise regularly scheduled weekends. When required to do so, employees will be given at least two weeks' notice except in an emergency or a condition beyond the control of the Hospital.

Section 10.5 - Sickness/Illness. Paid Time Off may be used beginning on the first day for any absence due to personal illness or injury. Employees who do not have Paid Time Off will not be paid until Short Term Disability benefits begin. Short Term Disability benefits will be supplemented with time from the employee's Paid Time Off Bank, if such time has been accrued but unused.

ARTICLE 11 - BEREAVEMENT LEAVE

Section 11.1 Purpose. To grant paid leave to employees who experience a death in the immediate family for the purpose of attending the funeral or memorial service.

Section 11.2 Policy. All benefit eligible employees who have successfully completed their probationary period shall be entitled to bereavement leave at their prevailing rate for a maximum of 24 hours in case of death in their immediate family. The leave is taken during the period between the date of death and the day after burial or memorial service, both inclusive. The amount of paid bereavement leave may not exceed twenty-four (24) paid hours.

Section 11.3 Immediate Family. Immediate family is defined as spouse, child, brother or sister, parent, parent-in-law, step child, step parent, grandparent, grandchild, legal guardian or other relative regularly residing in the employee's home.

Section 11.4 Extended Time. An employee who requires more time off because of distant travel or other extraordinary circumstances shall be granted a reasonable amount of additional time. The additional time will be charged as Paid Time Off (PTO) if the employee is eligible. If the employee has no paid leave available to them, the manager, at her discretion, may approve leave without pay for these days.

Section 11.5 Employee Responsibility. It is the employee's responsibility to notify his/her supervisor immediately upon learning of the death. Upon request from the supervisor, the employee must submit valid proof of death (e.g., newspaper clipping, death certificate), relationship and residence in order to be eligible for paid bereavement leave.

ARTICLE 12 - JURY DUTY

Section 12. 1 - Jury Duty Leave. Regular full-time and regular part-time employees who have completed their probationary period and who serve on jury duty shall be compensated by the Hospital in the amount of their prevailing rate for regular scheduled work days lost, provided they are prepared to offer valid proof of such jury duty upon request of the Hospital. Whenever such an employee is temporarily excused from jury duty by the Court on her scheduled work day, she shall advise her supervisor as promptly as possible and report for work if so requested. The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the Hospital. The Hospital shall not require an employee to remit a jury service stipend back to the Hospital, and it shall not deduct such amount from an employee's wages. Night shift employees who are scheduled to work on the day of the jury duty shall be excused from working the shift ending on the day of the jury duty; evening shift employees who are scheduled to work on the day of the jury duty shall be excused from working the shift beginning on the day of the jury duty. An employee who is scheduled to work the weekend after serving five

(5) days of jury duty immediately prior to the weekend shall have the option to use paid time off for her weekend assignment.

Section 12.2 Court Subpoena. An employee shall be granted time off to attend court appearances upon receipt of a subpoena. The employee must use paid time off if they have time available. If the employee does not have enough time to cover this request, she is allowed to have unpaid scheduled leave. Employees must notify their managers immediately upon receipt of the subpoena, provide a copy of the official document and officially request the day off.

ARTICLE 13 - GROUP MEDICAL AND INSURANCE BENEFITS PLAN

Section 13.1 - Establishment and Summary of Plans. The Hospital shall establish and administer plans to provide health, medical, hospitalization and life insurance benefits. Employees shall be entitled to participate in the Johns Hopkins Bayview Medical Center Employee Health Plan (Bayview EHP) or any other health plan made available to non-union employees of the Hospital and on a comparable basis as non-union employees.

Whenever practicable, if the Hospital considers a change or amendment in a current benefit plan, it shall first provide to the Union notice to AFSCME Council 3 and to AFSCME Local 3374 at least sixty (60) days before any change or amendment is to take effect or open enrollment for such to be held. The notice shall include a complete description of the new or amended plan, the benefit and reimbursement schedules, co-pay and premium structures, and any material differences that are proposed. After giving notice, the Hospital shall first consult with the Union about such plan and its features, and it shall not implement such plan before discussing with the Union.

Employee Contribution – The employee contribution to the Medical Insurance Plan shall be unchanged through calendar year 2021. Effective January 1, 2022, employee contributions to the Medical Insurance Plan for employees regularly scheduled to work thirty (30) hours or more per week shall be no more than twenty-three percent (23%) of the total premium for the coverage selected. Effective January 1, 2023, employee contributions to the Medical Insurance Plan for employees regularly scheduled to work thirty (30) hours or more per week shall be no more than twenty-seven percent (27%) of the total premium for the coverage and plan selected.

The employee contribution to the Medical Insurance Plan shall be unchanged through calendar year 2021 for Employees regularly scheduled to work twenty (20) hours or more but less than thirty (30) hours per week. Effective January 1, 2022, employee contributions to the Medical Insurance Plan for employees regularly scheduled to work twenty (20) or more hours a week, but less than thirty (30) hours, shall be no more than fifty-one percent (51%) of the total premium for the coverage selected. Effective January 1, 2023, employee contributions to the Medical Insurance Plan for employees regularly scheduled to work twenty (20) or more hours per week, but less than thirty (30) hours,

shall be no more than sixty percent (60%) of the total premium for the coverage selected. Employees working less than twenty (20) hours per week are ineligible for health insurance coverage.

Dental Plan - Benefits for preventive, routine and major services shall be in accordance with payment schedules of the plan selected.

Effective January 1, 2025, the employee contribution for the Hospital's dental programs shall be up to forty-seven percent (47%) for employees working thirty (30) or more hours per week. Effective January 1, 2026, the employee contribution for the Hospital's dental programs shall be up to fifty-seven percent (57%) for employees working thirty (30) or more hours per week.

Effective January 1, 2025, for employees working at least twenty (20) hours a week but less than thirty (30) hours a week, shall be up to sixty-seven percent (67%) of the total premium. Effective January 1, 2026, for employees working at least twenty (20) hours a week but less than thirty (30) hours a week, shall be up to eighty-three percent (83%) of the total premium.

Vision Care – Coverage for eye exam and glasses once every 12 months. The employee contribution for the Hospital's vision programs shall be up to fifty percent (50%) for employees working thirty (30) or more hours per week. The employee contribution for employees working at least twenty (20) hours a week but less than thirty (30) hours a week, shall be up to eighty percent (80%).

Utilization Review Program – Must be followed to obtain medical benefits.

Life Insurance – The Hospital will pay one hundred percent (100%) of the premium for life insurance in an amount equal to one times employee's annual salary to the maximum specified in the Summary Plan description. An accidental death with dismemberment benefit will be provided as part of the basic coverage specified in the Summary Plan Description. Employees will be eligible to purchase an additional amount of insurance equal to seven (7) times their annual salary to a total of the maximum specified in the Summary Plan Description.

Short Term Disability – Effective January 1, 2021, the Hospital will provide short term disability insurance at no cost to employees who have completed their probationary period. This plan will provide a weekly benefit on the seventh (7th) calendar day for accident or illness. The amount of the weekly benefit to which an employee is entitled will be determined pursuant to the following formula:

60% of base weekly salary, unless the employee is permanently assigned by shift, giving him or her a higher rate; one hundred eighty (180) days maximum benefit period for any one disability after the initial seven (7) day elimination period.

Section 13.2 - Dispute Over Provisions. As per the Summary Plan Description, the employee may designate the Union to represent him/her in any appeal or denial of benefits. Should any dispute arise as to the interpretation or administration of this Plan as summarized in this Article, such dispute shall not be subject to the grievance and arbitration provisions of this Agreement. The provisions of the official plan agreement, rather than this or any other plan summaries, shall govern its interpretation and administration by the Hospital.

Section 13.3 - Long-Term Disability. Employees shall be eligible to purchase additional disability insurance benefits for long term disability. The long term disability coverage will require a 180-day elimination period, as offered by an insurance carrier. The long term disability coverage will be on a regular occupation basis for the first two years, with a "return to work" program, and for total disability up to normal retirement age as set by the Social Security Administration.

To access long term disability coverage, an employee must enroll in and pay biweekly premiums for the long term coverage, subject to change by the insurance carrier. New hires or newly benefit-eligible employees will be eligible without qualification the first of the month following hire or eligibility, and will be automatically enrolled in the disability plan with the option to waive coverage at any time. During subsequent open enrollment periods, an employee may be required to provide evidence of insurability satisfactory to the insurance carrier. The exact terms of the Plans shall be as defined in the appropriate plan documents.

ARTICLE 14 - PENSION PLAN

Section 14.1 - Establishment of Pension Plan. The Hospital shall establish and administer a pension plan funded through a Trust Agreement, with the Trustee appointed by the Hospital.

Section 14.2 - Government Requirements for Amendments. The Hospital shall have the right to approve amendments to the Plan and to make such changes as are necessary to comply with applicable federal law so that the Plan will remain qualified under the Internal Revenue Code and be in compliance with the law, provided it is understood that no reduction in benefits will be made to the Plan unless required by law.

Section 14.3 - Summary of the Plan. Highlights of the Pension Plan are as follows:

Eligibility. Employees hired by the Hospital are eligible for Plan membership on the first day of the month following the completion of one year of service (a 12-month

period commencing on July 1, 1984, or if later, their date of hire, in which they work at least 1,000 hours).

Employees who were actually participating in the Employees' Retirement System of the City of Baltimore ("ERS") on June 30, 1984, will automatically become members of this Plan on July 1, 1984.

Employees who were employed by the City of Baltimore on June 30, 1984, but were not a member of ERS will have included their months of service from date of hire by the City for purposes of eligibility in this Plan.

Employee Contributions. No employee contributions are required or permitted under the Plan. The full cost of the benefits provided under the Plan are paid for by the Hospital.

Credited Service for Benefit Purposes. Credited Service is measured in terms of Plan years (January 1 - December 31). Credits are based upon hours worked in a Plan year as follows:

<u>Hours</u>	<u>Credited Service</u>
0 - 499	None
500 - 999	1/2 year
1,000 - more	1 year

Employees who were members of ERS on June 30, 1984, but who had less than five (5) years of Credited Service under ERS as of such date will have their ERS Credited Service counted as Credited Service under this Plan. No other pre-July 1, 1984 service will count as Credited Service under this Plan for any employee.

Compensation. A member's compensation for purposes of the Plan is total wages for the calendar year.

Normal Retirement.

- (a) Requirements. A member's normal retirement date is the first day of the month coincident with the following attainment of age 65.
- (b) Benefits. The annual benefit is equal to 1% of the final average compensation plus .5% of the participant's final average compensation above the covered compensation limit times years of benefit service (up to 40).

Final average compensation is the average annual compensation for the highest 3 consecutive calendar years of your employment

within the last 10 consecutive calendar years of your employment with Bayview or an affiliate.

The matching benefit for employees who contribute to the 403(b) Plan is currently suspended. If the Medical Center reinstates the matching benefit for non-union employees, bargaining unit employees shall be eligible for the matching benefit under the same terms and conditions as the non-union employees.

Early Retirement.

- (a) Requirements. A member may elect to retire early upon attainment of age 55 and completion of five (5) years of service.
- (b) The annual benefit payable at age 65, or immediately if the employee is age 62 or more and has 35 or more years of service, is determined as for normal retirement based on projected service at age 65 and final average earnings at date of retirement and prorated by the ratio of service at retirement divided by projected service at age 65.

At the employee's election (for those who have not both reached age 62 and completed 35 years of service), a reduced immediate benefit will be payable.

Postponed Retirement.

Benefit. The annual benefit for employees working beyond normal retirement date is calculated in the same manner as for normal retirement based upon final average compensation and service.

Disability Retirement.

- (a) Requirements. In order to qualify for disability retirement benefits a member must:
 - have completed 10 years of service (including for this purpose service under ERS);
 - be totally and permanently disabled; and
 - be receiving disability benefits under the Federal Social Security system.

- (b) Benefit. The annual disability benefit payable upon disability retirement is calculated using the standard retirement formula. There is no reduction in the benefit to reflect its commencement before age 65. Benefits will begin as of the date social security disability benefits begin.

Pre-Retirement Death Benefits. A married employee who dies after she has met the eligibility requirements for early retirement will be treated as if she had retired the day before her death and had elected to convert her annual benefit to the joint and 100% survivorship form of payment with her spouse as the designated joint pensioner. The pension payable to the spouse will be payable for life.

Vesting. A member is fully vested in her accrued annual benefit if she terminates her employment after having 5 years service. The benefit is payable only at retirement age. For vesting purposes, service of employees who were employed by the City on June 30, 1984 and members of ERS on such date will have included their ERS years of service.

Section 14.4 - Dispute Over Provisions. Should any dispute arise as to the interpretation or administration of this Plan as summarized in this Article, such dispute shall not be subject to the grievance and arbitration provisions of this Agreement. The provisions of the official plan agreement, rather than this or any other plan summaries, shall govern its interpretation and administration by the Hospital.

Section 14.5 – Enhancement. In the event that the pension plans for all non-bargaining unit employees at the Hospital are enhanced during the life of this Agreement, comparable enhancements, as determined by the Hospital, will be provided for bargaining unit members.

ARTICLE 15 - NON-DISCRIMINATION

Section 15.1 - Non-Discrimination. Neither the Hospital nor the Union shall discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran's status, to the extent provided by law.

ARTICLE 16 - NO STRIKES OR LOCKOUTS

Section 16.1 - No Strikes. The Union, its officers, agents, delegates, representatives, stewards, committeemen and members, and all other employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slowdown, work stoppage, or any other interference with or interruption of work at any of the Hospital's operations, whether or not such strike, sympathy strike, slowdown, work stoppage, or other interference with or interruption of work (a) involves a matter subject to resolution

pursuant to the grievance and arbitration procedures set forth in Articles 7 and 8 of this Agreement; or (b) involves a matter specifically referred to or covered in this Agreement; or (c) involves a matter which has been discussed between the Hospital and the Union; or (d) involves a matter which was within the knowledge or the contemplation of the Hospital and the Union at the time this Agreement was negotiated or executed.

Section 16.2 - Discipline. The failure or refusal on the part of any employee to comply with the provisions of Section 16.1 of this Article 16 shall be cause for immediate discipline, including discharge. The failure or refusal by a Union officer, agent, delegate, representative, steward or committeeman to comply with the provisions of Section 16.1 of this Article 16 constitutes leading and instigating a violation of said Section 16.1, it being specifically agreed that the Union's officers, agents, delegates, representatives, and stewards, by accepting such positions, have assumed the responsibility of affirmatively preventing violations of Section 16.1 of this Article 16 by reporting to work and performing work as scheduled and/or required by the Hospital.

Section 16.3 - No Lockouts. In consideration of this no-strike pledge by the Union, for the duration of this Agreement the Hospital shall not lock out its employees.

Section 16.4 - Expedited Arbitration. In the event of an alleged violation of Section 16.1 of this Article 16 arising out of a matter not subject to resolution pursuant to the grievance and arbitration procedures set forth in Article 8 of this Agreement, the Hospital may institute expedited arbitration proceedings regarding such alleged violation by delivering written or electronically transmitted notice thereof to the Union, and to the Federal Mediation and Conciliation Service. Immediately upon receipt of such written or electronically transmitted notice, the Federal Mediation and Conciliation Service shall appoint an arbitrator to hear the matter.

The arbitrator shall determine the time and place of the hearing, give written or electronically transmitted notice thereof, and hold the hearing within twenty-four (24) hours after his appointment. The fee and other expenses of the arbitrator in connection with this expedited arbitration proceeding shall be shared equally by the Hospital and the Union. The failure of either party or witness to attend the hearing, as scheduled and noticed by the arbitrator, shall not delay the hearing, and the arbitrator shall proceed to take evidence and issue an award and order as though such party or witness were present. The sole issue at the hearing shall be whether a violation of Section 16.1 of this Article 16 has occurred or is occurring. If the arbitrator finds that a violation of Section 16.1 of this Article 16 is occurring or has occurred, he shall issue a cease and desist order with respect to such violation. The arbitrator's written opinion, award and order shall be issued within twenty-four (24) hours after the close of the hearing. Such award and order shall be final and binding on the Hospital and the Union.

Section 16.5 - Injunctive Relief. In the event of an alleged violation of Section 16.1 of this Article 16 to which Section 16.4 of this Article is applicable, the Hospital may

immediately apply to the United States District Court for the District of Maryland for injunctive relief, including a temporary restraining order prohibiting the continuation of such an alleged violation pending submission of the matter to arbitration and the issuance and enforcement of the arbitrator's order.

Section 16.6 - Damages and Other Remedies. In addition to any other remedy set forth in this Article 16, the Hospital, without submitting the issue of damages to arbitration, may institute, in any court of competent jurisdiction, an action against the Union for damages suffered by the Hospital as a result of a violation of the Article. The remedies set forth in this Article 16 are not exclusive, and the Hospital may pursue whatever other remedies are available to it at law or in equity.

ARTICLE 17 - UNION VISITATION

Section 17.1 - Union Visitation. Upon notice to the Hospital's Vice President of Human Resources or her designee, Authorized Union Representatives shall have reasonable access to the Hospital premises for the purpose of attending labor management meetings, conferring with the Hospital or Union Stewards and administering this Agreement, including interviewing grievants and attending grievance hearings/conferences, provided that such visitations shall not affect the efficiency of Hospital operations.

ARTICLE 18 - ATTENDANCE BONUS

Section 18.1 - Cash Award. Full-time employees with twelve (12) continuous months of perfect attendance will receive a cash award of Two Hundred Dollars (\$200), net after deduction of applicable taxes in accordance with Bayview Medical Center's policy and on the same basis as the plan for non-union employees.

ARTICLE 19 - LEAVE OF ABSENCE ("LOA")

Section 19.1 - General Applications. A Leave of Absence is an excused but unpaid period of absence from work. Requests for a Leave of Absence may be granted by the Hospital for emergency situations and unusual personal situations, education or travel, where the Hospital determines the reasons are justified and such leave will not interfere with or adversely affect patient care or the Hospital's scheduling and staffing for the duration of the leave. If a Leave of Absence request is denied the requesting employee shall receive written response containing the reason of said denial. An employee on an authorized Leave of Absence shall not be entitled to Step pay increases, vacation pay accumulation or holiday pay. The insurance benefits under Article 13 may be continued for medical and dependent care Leaves of Absence, provided the employee contribution cost is borne by the employee. Seniority shall be maintained but not accrue during an employee's Leave of Absence, except as provided in Section 19.2 of this Article. Upon returning back to service, said employee will resume eligibility for Step Pay increases, and accumulate vacation pay and holiday pay.

Section 19.2 - Union Leave. Upon notification and approval by the Hospital, the Union will be allowed a total of forty (40) days per year of unpaid union leave time for the purpose of attending Union functions. Within this combined total of forty (40) days each individual leave of absence shall not exceed eight (8) scheduled workdays.

Section 19.3 – Request for leave of absence. To request a FML leave of absence, a medical leave of absence, or a personal leave of absence, an employee must contact the Leave Management Program administrator prior to or within 24 hours of the beginning of the leave. Approval for a FMLA request is determined by the Leave Management Program administrator. Approval for a personal leave of absence request is determined by an employee’s supervisor. Approval for a non-FMLA medical leave of absence request is determined by Human Resources. The Hospital does not guarantee beyond thirty (30) calendar days that any position will be available upon expiration of such leave, or if for FML reason, beyond twelve (12) weeks, except as provided in Section 19.2 herein. When an employee is covered by FMLA, the ADA, the Uniformed Services Employment and Reemployment Rights Act (USERRA) or other laws that govern leave, reinstatement will be handled according to the applicable law.

Section 19.4 - Parental Leave

Commencing on January 1, 2021, union staff will be eligible to receive four (4) weeks of paid parental leave (for birth or adoption) per year under the same terms and conditions, and with the same limitations, as non-union Hospital employees. This leave can be used to meet the seven (7) calendar day disability waiting period and to supplement the short term disability benefit.

ARTICLE 20 - SAFETY AND HEALTH

Section 20.1 - Safe Working Conditions. The Hospital and the Union shall encourage employees to work in a safe manner and cooperate with the Hospital in maintaining the Hospital’s rules, policies and practices pertaining to safety and health.

Section 20.2 - Employee Recommendations. Every recommendation for the protection of the safety and health of employees submitted by an employee to her immediate supervisor shall be promptly considered by the Hospital and appropriate action taken whenever, in its judgment, deemed necessary. Should the Hospital plan to implement a new employee suggestion plan, it shall first consult with the Union about such plan and its features, and it shall not implement such plan before discussion with the Union.

ARTICLE 21 - LABOR-MANAGEMENT COMMITTEE

Section 21.1 Labor Management and Safety Review Committee. There shall be established a joint Labor-Management and Safety Review Committee of no more than six (6) members, three (3) of whom shall be designated by the Union from among the

employees and three (3) of whom shall be designated by the Hospital. This Committee shall meet not less than once every three (3) months to discuss and review any submitted agenda items that arise between the parties.

ARTICLE 22 - GENERAL PROVISIONS

Section 22.1 Due Notice to Employee. Hospital notification to an employee shall be deemed due and sufficient for purpose of this Agreement if the notification is made personally or by registered or certified mail delivered to the employee's last known address as shown on her personnel record maintained by the Hospital. It shall be the responsibility of each employee to keep their address and phone number updated on the My JHMI portal through Employee Self Service. For the purpose of computing any notification period, the day the notice is sent shall not be included.

Section 22.2 - Bulletin Boards. The Hospital shall place at the disposal of the Union, adequate space on bulletin boards located at the Hospital for the purpose of posting the following Union activities: meetings, elections and results of elections, appointments, recreational and social affairs, and such other activities as may be approved by the Hospital's Vice President of Human Resources. There shall be no posting or distribution of any notices, pamphlets, advertisements, political literature or any other type of written, printed, graphic or visual matter upon the Hospital's premises by the Union except as herein provided.

Section 22.3 - Medical Examinations. In the interest of safeguarding the health and security 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. Such examinations shall be at the expense of the Hospital. Upon written request, the Hospital will disclose to the employee examined, the results of such examination, to the extent required by federal or state law. The Hospital will not make such disclosure to the Union or other persons or entities without the written consent of such employee.

Section 22.4 - Uniforms. When the Hospital determines it necessary to provide uniforms for employees, such uniforms remain Hospital property and are on loan to the employees, who are responsible for care of these garments and must return them to the Hospital. 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 paycheck.

Section 22.5 - Tax Sheltered Annuity. The Hospital will offer employees the opportunity to participate in the Hospital's tax sheltered annuity program on the same basis as is offered to all non-bargaining unit employees. Accordingly bargaining unit employees will receive the same increases or decreases in Hospital contribution to the program as do non-bargaining unit employees.

Section 22.6 – Dependent Tuition Reimbursement. Union members shall receive the same dependent tuition reimbursement program as is made available to all non-union employees at the Hospital.

Section 22.7 – Employee Orientation. The Union President or designee will be permitted to meet with new employees when hired for union positions at the designated time of the Hospital’s orientation program. The Hospital shall notify the Union President or her designee seventy-two (72) hours in advance whether employees hired to work in bargained positions will be in attendance at Hospital orientation each week.

ARTICLE 23 - SCOPE AND DURATION

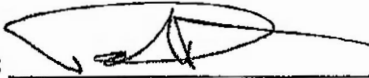
Section 23.1 - Scope of Agreement. The parties acknowledge and agree that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining, and that all understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement expressly supersedes any practices, understandings and agreements not specifically provided for and incorporated in this Agreement. This Agreement thus contains the entire understanding, undertaking and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term, except as may be otherwise specifically and expressly provided herein. Changes in this Agreement, whether by additions, waivers, deletions, amendments or modifications, must be mutually agreed upon in writing signed by both parties. These provisions shall not relieve the Hospital of its obligations under the National Labor Relations Act, as employer, to notify and to meet with the Office of the Executive Director of AFSCME Council 3 and the Local Union in advance, when a change in a term or condition of employment is contemplated.

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 such 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 - Duration. This Agreement shall become effective as of 12:01 am on November 1, 2023, and shall continue in full force and effect until 12:00 midnight on October 31, 2026.


IN WITNESS WHEREOF, the parties have caused their names to be subscribed on this Collective Bargaining Agreement, by their duly authorized officers and representatives, this ____ day of February, 2024.

AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, COUNCIL 3
and LOCAL NO. 3374

By: 
Patrick Moran
President AFSCME, Council 3

THE JOHNS HOPKINS BAYVIEW
MEDICAL CENTER, INC.

By: 
Susan Stevens
Vice President Human Resources

By: 
Janel Saunders
President, Local No. 3374

APPENDIX I - JOB CLASSIFICATIONS

JOB TITLE	DSM CODE	GRADE
Anesthesia Technician	20202000	71
Anesthesia Technician II	20810700	73
Cabinet Maker	20217300	76
Cafeteria Cashier	20192900	55
Carpenter I	20213500	60
Carpenter II	20210200	64
Carpenter III	20213600	67
Carpenter IV	20213700	70
Carpenter V	20213800	74
Companion	20815700	53
Cook	20210400	68
Driver	20200300	70
EEG Technician	20200100	70
EKG Technician	20201200	69
Electrician I	20215200	60
Electrician II	20215300	64
Electrician III	20215400	67
Electrician IV	20215500	70
Electrician V	20215600	80
Electrician VI (Master)	TBD	81
EVS Area Cleaner	20828500	57
EVS Floor Technician	20828600	58
EVS Waste Disposal Technician	20828700	57
Facilities Engineering Mechanic	20212300	81
Facilities Maintenance	20211200	75
Facilities Maintenance Tech.	20580760	75
Feeding Assistant - SHP	20202800	89
Fire Alarm Technician I	20202700	80
Fire Alarm Technician II	TBD	81
Fire Stop Technician	20815400	67
Food Service Worker I	20210500	55
Food Service Worker III	20210700	66
Food Service Worker IV	20210800	67
Food Services Utility Technician	20181143	65
HEP/Medication Technician	20202600	67
Home Housekeeping Aide	20217100	64
Host/Hostess	20210600	62
HVAC Tech I	20213900	60

HVAC Tech II	20210900	64
HVAC Tech III	20214000	67
HVAC Tech IV	20214100	70
HVAC Technician V	20214200	80
HVAC Technician VI (Master)	TBD	81
Instrument Tech I	20210100	57
Instrumentation Technician II	20216600	63
Instrumentation Technician III	20216500	74
Instrumentation Technician IV	20216400	75
Laboratory Aide	20220400	58
Laboratory Assistant I	20200500	67
Laboratory Assistant II	20200600	68
Laundry Worker I	20216900	53
Laundry Worker II	20211600	63
Laundry Worker III	20211700	67
Locksmith	20215700	77
Maintenance Worker	20212400	64
Materials Handler I	20211800	65
Materials Handler II	20211900	67
Medical Gas Technician	20814000	77
Nursing Assistant I	20826300	60
Operating Room Assistant	20202100	66
OR Turnover Technician	20812200	68
Painter I	20212000	65
Painter II	20212800	72
Patient Aide	20201400	65
Patient Assistant	20201300	64
Patient Assistant -Weekend	20201800	89
Patient Escort	20212500	57
Plumber I	20214300	60
Plumber II	20214400	64
Plumber III	20214500	67
Plumber IV	20214600	70
Plumber V	20214700	80
Plumber VI (Master)	TBD	81
Psych Aide I	20200700	66
Psych Aide II	20200800	69
Radiology Assistant I	20200900	60
Radiology Assistant II	20201000	63
Sterile Processing Tech Trainee	20419383	65
Sterile Processing Technician I	20695945	67

Sterile Processing Technician II	20818674	71
Sterile Processing Technician III	20045357	73
Sterile Processing Technician IV	20928551	74
Sterile Supply Assistant I	20212600	64
Sterile Supply Assistant II	20212700	70
Sterile Supply Assistant III	20217200	72
Sterile Supply Assistant IV	20816900	73
Surgical Technician	20201100	76
Surgical Technician II (Certified)	20485498	79
Surgical Technician Trainee I	20666156	91
Surgical Technician Trainee II	20639231	92
Unit Services Assistant	20200400	64
Utility Aide	20212400	53
Zone Maintenance Worker	20539944	53

American Federation of State, County and Municipal Employees Council 3 and Local 3374
The Johns Hopkins Bayview Medical Center
APPENDIX I – WAGE STRUCTURE

Effective 11/2023

DSM Code	DSM Code Title	Grade	Step 1	Step 2	Step 3
20202000	Anesthesia Technician	71	\$24.83	\$25.52	\$26.22
20810700	Anesthesia Technician II	73	\$26.87	\$27.61	\$28.37
20217300	Cabinet Maker	76	\$30.22	\$31.05	\$31.90
20192900	Cafeteria Cashier	55	\$16.13	\$16.58	\$17.03
20213500	Carpenter I	60	\$17.36	\$17.84	\$18.33
20210200	Carpenter II	64	\$18.89	\$19.40	\$19.94
20213600	Carpenter III	67	\$21.23	\$21.81	\$22.41
20213700	Carpenter IV	70	\$23.89	\$24.55	\$25.22
20213800	Carpenter V	74	\$27.96	\$28.73	\$29.52
20815700	Companion	53	\$15.66	\$16.09	\$16.53
20210400	Cook	68	\$22.31	\$22.92	\$23.55
20200300	Driver	70	\$23.89	\$24.55	\$25.22
20200100	EEG Technician	70	\$23.89	\$24.55	\$25.22
20201200	EKG Technician	69	\$22.96	\$23.60	\$24.25
20215200	Electrician I	60	\$17.36	\$17.84	\$18.33
20215300	Electrician II	64	\$18.89	\$19.40	\$19.94
20215400	Electrician III	67	\$21.23	\$21.81	\$22.41
20215500	Electrician IV	70	\$23.89	\$24.55	\$25.22
20215600	Electrician V	80	\$35.38	\$36.35	\$37.35
TBD	Electrician VI	81	\$36.77	\$37.79	\$38.82
20828500	EVS Area Cleaner	57	\$16.60	\$17.06	\$17.53
20828600	EVS Floor Technician	58	\$16.86	\$17.32	\$17.80
20828700	EVS Waste Disposal Technician	57	\$16.60	\$17.06	\$17.53
20212300	Facilities Engineering Mechanic	81	\$36.77	\$37.79	\$38.82
20211200	Facilities Maintenance Mechanic	75	\$29.07	\$29.87	\$30.69
20580760	Facilities Maintenance Technician	75	\$29.07	\$29.87	\$30.69
20202800	Feeding Assistant - SHP	89	\$15.66	\$15.66	\$15.66
20202700	Fire Alarm Technician	80	\$35.38	\$36.35	\$37.35
TBD	Fire Alarm Technician II	81	\$36.77	\$37.79	\$38.82
20815400	Fire Stop Technician	67	\$21.23	\$21.81	\$22.41
20210500	Food Service Worker I	55	\$16.13	\$16.58	\$17.03
20210700	Food Service Worker III	66	\$20.42	\$20.98	\$21.55

20210800	Food Service Worker IV	67	\$21.23	\$21.81	\$22.41
20181143	Food Services Utility Technician	65	\$19.65	\$20.19	\$20.74
20202600	HEP/Medication Technician	67	\$21.23	\$21.81	\$22.41
20217100	Home Housekeeping Aide	64	\$18.89	\$19.40	\$19.94
20210600	Host/Hostess	62	\$17.90	\$18.39	\$18.90
20213900	HVAC Tech I	60	\$17.36	\$17.84	\$18.33
20210900	HVAC Tech II	64	\$18.89	\$19.40	\$19.94
20214000	HVAC Tech III	67	\$21.23	\$21.81	\$22.41
20214100	HVAC Tech IV	70	\$23.89	\$24.55	\$25.22
20214200	HVAC Technician V	80	\$35.38	\$36.35	\$37.35
TBD	HVAC Technician VI	81	\$36.77	\$37.79	\$38.82
20210100	Instrument Tech I	57	\$16.60	\$17.06	\$17.53
20216600	Instrumentation Technician II	63	\$18.17	\$18.67	\$19.18
20216500	Instrumentation Technician III	74	\$27.96	\$28.73	\$29.52
20216400	Instrumentation Technician IV	75	\$29.07	\$29.87	\$30.69
20220400	Laboratory Aide	58	\$16.86	\$17.32	\$17.80
20200500	Laboratory Assistant I	67	\$21.23	\$21.81	\$22.41
20200600	Laboratory Assistant II	68	\$22.31	\$22.92	\$23.55
20216900	Laundry Worker I	53	\$15.66	\$16.09	\$16.53
20211600	Laundry Worker II	63	\$18.17	\$18.67	\$19.18
20211700	Laundry Worker III	67	\$21.23	\$21.81	\$22.41
20215700	Locksmith	77	\$31.44	\$32.31	\$33.19
20212400	Maintenance Worker	64	\$18.89	\$19.40	\$19.94
20211800	Materials Handler I	65	\$19.65	\$20.19	\$20.74
20211900	Materials Handler II	67	\$21.23	\$21.81	\$22.41
20814000	Medical Gas Technician	77	\$31.44	\$32.31	\$33.19
20826300	Nursing Assistant I	60	\$17.36	\$17.84	\$18.33
20202100	Operating Room Assistant	66	\$20.42	\$20.98	\$21.55
20812200	OR Turnover Technician	68	\$22.31	\$22.92	\$23.55
20212000	Painter I	65	\$19.65	\$20.19	\$20.74
20212800	Painter II	72	\$25.85	\$26.56	\$27.29
20201400	Patient Aide	65	\$19.65	\$20.19	\$20.74
20201300	Patient Assistant	64	\$18.89	\$19.40	\$19.94
20201800	Patient Assistant-WKEND	89	\$20.17	\$20.17	\$20.17
20212500	Patient Escort	57	\$16.60	\$17.06	\$17.53
20214300	Plumber I	60	\$17.36	\$17.84	\$18.33
20214400	Plumber II	64	\$18.89	\$19.40	\$19.94
20214500	Plumber III	67	\$21.23	\$21.81	\$22.41
20214600	Plumber IV	70	\$23.89	\$24.55	\$25.22
20214700	Plumber V	80	\$35.38	\$36.35	\$37.35
TBD	Plumber VI	81	\$36.77	\$37.79	\$38.82

20200700	Psych Aide I	66	\$20.42	\$20.98	\$21.55
20200800	Psych Aide II	69	\$22.96	\$23.60	\$24.25
20200900	Radiology Assistant I	60	\$17.36	\$17.84	\$18.33
20201000	Radiology Assistant II	63	\$18.17	\$18.67	\$19.18
20419383	Sterile Processing Tech Trainee	65	\$19.65	\$20.19	\$20.74
20695945	Sterile Processing Technician I	67	\$21.23	\$21.81	\$22.41
20818674	Sterile Processing Technician II	71	\$24.83	\$25.52	\$26.22
20045357	Sterile Processing Technician III	73	\$26.87	\$27.61	\$28.37
20928551	Sterile Processing Technician IV	74	\$27.96	\$28.73	\$29.52
20212600	Sterile Supply Assistant I	64	\$18.89	\$19.40	\$19.94
20212700	Sterile Supply Assistant II	70	\$23.89	\$24.55	\$25.22
20217200	Sterile Supply Assistant III	72	\$25.85	\$26.56	\$27.29
20816900	Sterile Supply Assistant IV	73	\$26.87	\$27.61	\$28.37
20201100	Surgical Technician	75	\$29.07	\$29.87	\$30.69
20600245	Surgical Technologist I	76	\$30.22	\$31.05	\$31.90
20485498	Surgical Technologist II	79	\$33.99	\$34.92	\$35.88
20646998	Surgical Technologist II PRN	94	\$33.99	\$33.99	\$33.99
20666156	Surgical Technician Trainee I	91	\$22.67	\$22.67	\$22.67
20639231	Surgical Technician Trainee II	92	\$27.20	\$27.20	\$27.20
20200400	Unit Services Assistant	64	\$18.89	\$19.40	\$19.94
20212400	Utility Aide	53	\$15.66	\$16.09	\$16.53
20539944	Zone Maintenance Worker	53	\$15.66	\$16.09	\$16.53

American Federation of State, County and Municipal Employees Council 3 and Local 3374
The Johns Hopkins Bayview Medical Center
APPENDIX I – WAGE STRUCTURE

Effective 11/2024

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20202000	Anesthesia Technician	71	\$25.52	\$26.22	\$26.94
20810700	Anesthesia Technician II	73	\$27.61	\$28.37	\$29.15
20217300	Cabinet Maker	76	\$31.05	\$31.90	\$32.78
20192900	Cafeteria Cashier	55	\$16.58	\$17.03	\$17.50
20213500	Carpenter I	60	\$17.84	\$18.33	\$18.84
20210200	Carpenter II	64	\$19.40	\$19.94	\$20.49
20213600	Carpenter III	67	\$21.81	\$22.41	\$23.03
20213700	Carpenter IV	70	\$24.55	\$25.22	\$25.91
20213800	Carpenter V	74	\$28.73	\$29.52	\$30.33
20815700	Companion	53	\$16.09	\$16.53	\$16.99
20210400	Cook	68	\$22.92	\$23.55	\$24.20
20200300	Driver	70	\$24.55	\$25.22	\$25.91
20200100	EEG Technician	70	\$24.55	\$25.22	\$25.91
20201200	EKG Technician	69	\$23.60	\$24.25	\$24.91
20215200	Electrician I	60	\$17.84	\$18.33	\$18.84
20215300	Electrician II	64	\$19.40	\$19.94	\$20.49
20215400	Electrician III	67	\$21.81	\$22.41	\$23.03
20215500	Electrician IV	70	\$24.55	\$25.22	\$25.91
20215600	Electrician V	80	\$36.35	\$37.35	\$38.38
TBD	Electrician VI	81	\$37.79	\$38.82	\$39.89
20828500	EVS Area Cleaner	57	\$17.06	\$17.53	\$18.01
20828600	EVS Floor Technician	58	\$17.32	\$17.80	\$18.29
20828700	EVS Waste Disposal Technician	57	\$17.06	\$17.53	\$18.01
20212300	Facilities Engineering Mechanic	81	\$37.79	\$38.82	\$39.89
20211200	Facilities Maintenance Mechanic	75	\$29.87	\$30.69	\$31.53
20580760	Facilities Maintenance Technician	75	\$29.87	\$30.69	\$31.53
20202800	Feeding Assistant - SHP	89	\$16.09	\$16.09	\$16.09
20202700	Fire Alarm Technician	80	\$36.35	\$37.35	\$38.38
TBD	Fire Alarm Technician II	81	\$37.79	\$38.82	\$39.89
20815400	Fire Stop Technician	67	\$21.81	\$22.41	\$23.03
20210500	Food Service Worker I	55	\$16.58	\$17.03	\$17.50
20210700	Food Service Worker III	66	\$20.98	\$21.55	\$22.15
20210800	Food Service Worker IV	67	\$21.81	\$22.41	\$23.03
20181143	Food Services Utility Technician	65	\$20.19	\$20.74	\$21.31

20202600	HEP/Medication Technician	67	\$21.81	\$22.41	\$23.03
20217100	Home Housekeeping Aide	64	\$19.40	\$19.94	\$20.49
20210600	Host/Hostess	62	\$18.39	\$18.90	\$19.42
20213900	HVAC Tech I	60	\$17.84	\$18.33	\$18.84
20210900	HVAC Tech II	64	\$19.40	\$19.94	\$20.49
20214000	HVAC Tech III	67	\$21.81	\$22.41	\$23.03
20214100	HVAC Tech IV	70	\$24.55	\$25.22	\$25.91
20214200	HVAC Technician V	80	\$36.35	\$37.35	\$38.38
TBD	HVAC Technician VI	81	\$37.79	\$38.82	\$39.89
20210100	Instrument Tech I	57	\$17.06	\$17.53	\$18.01
20216600	Instrumentation Technician II	63	\$18.67	\$19.18	\$19.71
20216500	Instrumentation Technician III	74	\$28.73	\$29.52	\$30.33
20216400	Instrumentation Technician IV	75	\$29.87	\$30.69	\$31.53
20220400	Laboratory Aide	58	\$17.32	\$17.80	\$18.29
20200500	Laboratory Assistant I	67	\$21.81	\$22.41	\$23.03
20200600	Laboratory Assistant II	68	\$22.92	\$23.55	\$24.20
20216900	Laundry Worker I	53	\$16.09	\$16.53	\$16.99
20211600	Laundry Worker II	63	\$18.67	\$19.18	\$19.71
20211700	Laundry Worker III	67	\$21.81	\$22.41	\$23.03
20215700	Locksmith	77	\$32.31	\$33.19	\$34.11
20212400	Maintenance Worker	64	\$19.40	\$19.94	\$20.49
20211800	Materials Handler I	65	\$20.19	\$20.74	\$21.31
20211900	Materials Handler II	67	\$21.81	\$22.41	\$23.03
20814000	Medical Gas Technician	77	\$32.31	\$33.19	\$34.11
20826300	Nursing Assistant I	60	\$17.84	\$18.33	\$18.84
20202100	Operating Room Assistant	66	\$20.98	\$21.55	\$22.15
20812200	OR Turnover Technician	68	\$22.92	\$23.55	\$24.20
20212000	Painter I	65	\$20.19	\$20.74	\$21.31
20212800	Painter II	72	\$26.56	\$27.29	\$28.04
20201400	Patient Aide	65	\$20.19	\$20.74	\$21.31
20201300	Patient Assistant	64	\$19.40	\$19.94	\$20.49
20201800	Patient Assistant-WKEND	89	\$20.72	\$20.72	\$20.72
20212500	Patient Escort	57	\$17.06	\$17.53	\$18.01
20214300	Plumber I	60	\$17.84	\$18.33	\$18.84
20214400	Plumber II	64	\$19.40	\$19.94	\$20.49
20214500	Plumber III	67	\$21.81	\$22.41	\$23.03
20214600	Plumber IV	70	\$24.55	\$25.22	\$25.91
20214700	Plumber V	80	\$36.35	\$37.35	\$38.38
TBD	Plumber VI	81	\$37.79	\$38.82	\$39.89
20200700	Psych Aide I	66	\$20.98	\$21.55	\$22.15
20200800	Psych Aide II	69	\$23.60	\$24.25	\$24.91

20200900	Radiology Assistant I	60	\$17.84	\$18.33	\$18.84
20201000	Radiology Assistant II	63	\$18.67	\$19.18	\$19.71
20419383	Sterile Processing Tech Trainee	65	\$20.19	\$20.74	\$21.31
20695945	Sterile Processing Technician I	67	\$21.81	\$22.41	\$23.03
20818674	Sterile Processing Technician II	71	\$25.52	\$26.22	\$26.94
20045357	Sterile Processing Technician III	73	\$27.61	\$28.37	\$29.15
20928551	Sterile Processing Technician IV	74	\$28.73	\$29.52	\$30.33
20212600	Sterile Supply Assistant I	64	\$19.40	\$19.94	\$20.49
20212700	Sterile Supply Assistant II	70	\$24.55	\$25.22	\$25.91
20217200	Sterile Supply Assistant III	72	\$26.56	\$27.29	\$28.04
20816900	Sterile Supply Assistant IV	73	\$27.61	\$28.37	\$29.15
20201100	Surgical Technician	75	\$29.87	\$30.69	\$31.53
20600245	Surgical Technologist I	76	\$31.05	\$31.90	\$32.78
20485498	Surgical Technologist II	79	\$34.92	\$35.88	\$36.87
20646998	Surgical Technologist II PRN	94	\$34.92	\$34.92	\$34.92
20666156	Surgical Technician Trainee I	91	\$23.29	\$23.29	\$23.29
20639231	Surgical Technician Trainee II	92	\$27.95	\$27.95	\$27.95
20200400	Unit Services Assistant	64	\$19.40	\$19.94	\$20.49
20212400	Utility Aide	53	\$16.09	\$16.53	\$16.99
20539944	Zone Maintenance Worker	53	\$16.09	\$16.53	\$16.99

American Federation of State, County and Municipal Employees Council 3 and Local 3374
The Johns Hopkins Bayview Medical Center
APPENDIX I – WAGE STRUCTURE

Effective 11/2025

DSM Code	DSM Code Title	Grade	Step 1	Step 2	Step 3
20202000	Anesthesia Technician	71	\$26.22	\$26.94	\$27.68
20810700	Anesthesia Technician II	73	\$28.37	\$29.15	\$29.95
20217300	Cabinet Maker	76	\$31.90	\$32.78	\$33.68
20192900	Cafeteria Cashier	55	\$17.03	\$17.50	\$17.98
20213500	Carpenter I	60	\$18.33	\$18.84	\$19.36
20210200	Carpenter II	64	\$19.94	\$20.49	\$21.05
20213600	Carpenter III	67	\$22.41	\$23.03	\$23.66
20213700	Carpenter IV	70	\$25.22	\$25.91	\$26.63
20213800	Carpenter V	74	\$29.52	\$30.33	\$31.16
20815700	Companion	53	\$16.53	\$16.99	\$17.45
20210400	Cook	68	\$23.55	\$24.20	\$24.86
20200300	Driver	70	\$25.22	\$25.91	\$26.63
20200100	EEG Technician	70	\$25.22	\$25.91	\$26.63
20201200	EKG Technician	69	\$24.25	\$24.91	\$25.60
20215200	Electrician I	60	\$18.33	\$18.84	\$19.36
20215300	Electrician II	64	\$19.94	\$20.49	\$21.05
20215400	Electrician III	67	\$22.41	\$23.03	\$23.66
20215500	Electrician IV	70	\$25.22	\$25.91	\$26.63
20215600	Electrician V	80	\$37.35	\$38.38	\$39.43
TBD	Electrician VI	81	\$38.82	\$39.89	\$40.99
20828500	EVS Area Cleaner	57	\$17.53	\$18.01	\$18.51
20828600	EVS Floor Technician	58	\$17.80	\$18.29	\$18.79
20828700	EVS Waste Disposal Technician	57	\$17.53	\$18.01	\$18.51
20212300	Facilities Engineering Mechanic	81	\$38.82	\$39.89	\$40.99
20211200	Facilities Maintenance Mechanic	75	\$30.69	\$31.53	\$32.40
20580760	Facilities Maintenance Technician	75	\$30.69	\$31.53	\$32.40
20202800	Feeding Assistant - SHP	89	\$16.53	\$16.53	\$16.53
20202700	Fire Alarm Technician	80	\$37.35	\$38.38	\$39.43
TBD	Fire Alarm Technician II	81	\$38.82	\$39.89	\$40.99
20815400	Fire Stop Technician	67	\$22.41	\$23.03	\$23.66
20210500	Food Service Worker I	55	\$17.03	\$17.50	\$17.98
20210700	Food Service Worker III	66	\$21.55	\$22.15	\$22.76
20210800	Food Service Worker IV	67	\$22.41	\$23.03	\$23.66
20181143	Food Services Utility Technician	65	\$20.74	\$21.31	\$21.90

20202600	HEP/Medication Technician	67	\$22.41	\$23.03	\$23.66
20217100	Home Housekeeping Aide	64	\$19.94	\$20.49	\$21.05
20210600	Host/Hostess	62	\$18.90	\$19.42	\$19.95
20213900	HVAC Tech I	60	\$18.33	\$18.84	\$19.36
20210900	HVAC Tech II	64	\$19.94	\$20.49	\$21.05
20214000	HVAC Tech III	67	\$22.41	\$23.03	\$23.66
20214100	HVAC Tech IV	70	\$25.22	\$25.91	\$26.63
20214200	HVAC Technician V	80	\$37.35	\$38.38	\$39.43
TBD	HVAC Technician VI	81	\$38.82	\$39.89	\$40.99
20210100	Instrument Tech I	57	\$17.53	\$18.01	\$18.51
20216600	Instrumentation Technician II	63	\$19.18	\$19.71	\$20.25
20216500	Instrumentation Technician III	74	\$29.52	\$30.33	\$31.16
20216400	Instrumentation Technician IV	75	\$30.69	\$31.53	\$32.40
20220400	Laboratory Aide	58	\$17.80	\$18.29	\$18.79
20200500	Laboratory Assistant I	67	\$22.41	\$23.03	\$23.66
20200600	Laboratory Assistant II	68	\$23.55	\$24.20	\$24.86
20216900	Laundry Worker I	53	\$16.53	\$16.99	\$17.45
20211600	Laundry Worker II	63	\$19.18	\$19.71	\$20.25
20211700	Laundry Worker III	67	\$22.41	\$23.03	\$23.66
20215700	Locksmith	77	\$33.19	\$34.11	\$35.05
20212400	Maintenance Worker	64	\$19.94	\$20.49	\$21.05
20211800	Materials Handler I	65	\$20.74	\$21.31	\$21.90
20211900	Materials Handler II	67	\$22.41	\$23.03	\$23.66
20814000	Medical Gas Technician	77	\$33.19	\$34.11	\$35.05
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20202100	Operating Room Assistant	66	\$21.55	\$22.15	\$22.76
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20212000	Painter I	65	\$20.74	\$21.31	\$21.90
20212800	Painter II	72	\$27.29	\$28.04	\$28.82
20201400	Patient Aide	65	\$20.74	\$21.31	\$21.90
20201300	Patient Assistant	64	\$19.94	\$20.49	\$21.05
20201800	Patient Assistant-WKEND	89	\$21.29	\$21.29	\$21.29
20212500	Patient Escort	57	\$17.53	\$18.01	\$18.51
20214300	Plumber I	60	\$18.33	\$18.84	\$19.36
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20214500	Plumber III	67	\$22.41	\$23.03	\$23.66
20214600	Plumber IV	70	\$25.22	\$25.91	\$26.63
20214700	Plumber V	80	\$37.35	\$38.38	\$39.43
TBD	Plumber VI	81	\$38.82	\$39.89	\$40.99
20200700	Psych Aide I	66	\$21.55	\$22.15	\$22.76
20200800	Psych Aide II	69	\$24.25	\$24.91	\$25.60

20200900	Radiology Assistant I	60	\$18.33	\$18.84	\$19.36
20201000	Radiology Assistant II	63	\$19.18	\$19.71	\$20.25
20419383	Sterile Processing Tech Trainee	65	\$20.74	\$21.31	\$21.90
20695945	Sterile Processing Technician I	67	\$22.41	\$23.03	\$23.66
20818674	Sterile Processing Technician II	71	\$26.22	\$26.94	\$27.68
20045357	Sterile Processing Technician III	73	\$28.37	\$29.15	\$29.95
20928551	Sterile Processing Technician IV	74	\$29.52	\$30.33	\$31.16
20212600	Sterile Supply Assistant I	64	\$19.94	\$20.49	\$21.05
20212700	Sterile Supply Assistant II	70	\$25.22	\$25.91	\$26.63
20217200	Sterile Supply Assistant III	72	\$27.29	\$28.04	\$28.82
20816900	Sterile Supply Assistant IV	73	\$28.37	\$29.15	\$29.95
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20485498	Surgical Technologist II	79	\$35.88	\$36.87	\$37.89
20646998	Surgical Technologist II PRN	94	\$35.88	\$35.88	\$35.88
20666156	Surgical Technician Trainee I	91	\$23.93	\$23.93	\$23.93
20639231	Surgical Technician Trainee II	92	\$28.71	\$28.71	\$28.71
20200400	Unit Services Assistant	64	\$19.94	\$20.49	\$21.05
20212400	Utility Aide	53	\$16.53	\$16.99	\$17.45
20539944	Zone Maintenance Worker	53	\$16.53	\$16.99	\$17.45

NOTES TO APPENDIX II

1. All eligible employees whose wage is below Step 3 of the job grade they occupy will move to the next step in Appendix II (Wage Structure) on the first day of the pay period following their individual anniversary date, until they reach the maximum rate of their pay grade.
2. Employees in apprenticeship positions which are below the Journeyman level will remain at Step 1 until they complete the required education and job skills to proceed to the next level, in accordance with their apprenticeship agreement.
3. “Anniversary Date” is defined as the anniversary of an employee’s date of hire, or where promotion or reclassification to a higher graded position has occurred, the date of the last promotion or reclassification.
4. Wage increases for promotion, reclassification or steps will be effective on the first day of the pay period following the anniversary date.
5. Wage movement in the event of promotion or reclassification to a position in a higher pay grade will be to the lowest Step in the new job grade which provides a minimum of three (3) percent increase, but not to exceed the maximum of the job grade. The employee’s anniversary date in such cases becomes the date of such promotion or reclassification.
6. Wage movement in the event of demotion to a position in lower pay grade will be to the corresponding step in the lower pay grade.
7. Should market conditions, a manpower shortage, or other factors cause the Hospital to believe that the pay rate for any job need be raised in order to attract new employees or retain existing employees, the Hospital, at its discretion, may increase the pay rates for such positions after thirty (30) days advance notification to the Union of its intent to do so. At the union’s request, the Hospital will provide the union with a reasonable opportunity to discuss the increase in pay rates.

Patrick Moran
President, Council 3
AFSCME Counsel 3, AFL-CIO
1410 Bush Street, Suite A
Baltimore, Maryland 21230

Re: Computation of Overtime

Dear Mr. Moran:

Any employee who works beyond her/his daily schedule of eight (8), ten (10) or twelve (12) hours or whose worked hours, exclusive of leave time with the exception of paid holidays, exceeds forty (40) hours within the work week (defined as Sunday through the following Saturday), will receive overtime pay for those additional hours. The overtime rate is made up of two parts. The first part is compensation equal to the employee's base rate for all hours worked, including the hours in excess of schedule or forty hours in the work week. The second portion is an additional half-time compensation paid for the hours exceeding the daily schedule or in excess of forty hours in the work week. This additional amount is defined as the "prevailing rate" and is determined by applying the following formula:

$.5 * (\text{regular wages} + \text{differential wages} + \text{overtime base wages}) / (\text{regular hours} + \text{overtime hours}).$

For example, if an employee's base rate is \$20.00/hour and the employee, in a single work week, works 50 hours, including 10 hours qualifying for night shift differential, the employee's wages for that week would be:

40 hours (regular worked hours)	*	\$20.00/hour	=	\$800.00
10 hours (night shift differential)	*	\$ 1.65/hour	=	\$16.50
10 hours (hours in excess of 40)	*	\$20.00/hour	=	\$200.00
10 hours (hours in excess of 40)	*	\$10.17/hour	=	\$ 101.70
<u>TOTAL</u>			=	<u>\$1,118.20</u>

Applying the above formula, the calculation is

$.5 * (\$800 + \$16.50 + \$200) / (40+10) = \101.70

(NOTE: this is a "rounded" result. The calculation through an automated payroll system may vary slightly.)

Very truly yours,


Susan Stevens

Agreed to:

A handwritten signature in black ink, appearing to read 'Patrick Moran', written over a horizontal line.

Patrick Moran on behalf of
AFSCME, Council 3

Glenard S. Middleton, Sr.
AFSCME Counsel 67, AFL-CIO
1410 Bush Street, Suite A
Baltimore, Maryland 21230

Re: Sick Leave and old Vacation Leave

Dear Mr. Middleton:

This letter will confirm that, for all employees hired prior to March 1, 1998, the levels of accrued sick leave and old vacation leave as of the date of this Agreement will remain in the employee's Sick Bank and Old Vacation Bank, respectively, and will be retained indefinitely until all hours are used. Sick Bank time will be used beginning on the first day for any absence due to personal illness or injury. Employees who are ill or injured and who do not have time in their Sick Bank will be paid from their Old Vacation Bank first, and then from their Paid Time Off Bank. Short Term Disability benefits will be supplemented with time from the employee's Sick Bank first, their Old Vacation Bank second, and their Paid Time Off Bank third.

Very truly yours,

Craig Brodian

Agreed to:

Glenard S. Middleton, Sr.
on behalf of AFSCME, Council 67