

COLLECTIVE BARGAINING

AGREEMENT

by and between

**NOT-FOR-PROFIT HOSPITAL CORPORATION
UNITED MEDICAL CENTER**

and

**1199 SEIU
UNITED HEALTHCARE WORKERS EAST**

Effective October 1, 2014

through

September 30, 2017

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PREAMBLE

This collective bargaining agreement (the "Agreement"), effective as of October 1 2014, is made and entered into by and between Not-for-Profit Hospital/United Medical Center (the "Hospital") and 1199 SEIU United Healthcare Workers East (the "Union").

The Hospital and the Union recognize that quality health care is essential to the community, patients and the interests of its employees. Accordingly, the parties agree to strive mutually to improve the care and comfort of patients and to resolve the complex challenges of today's work place in a cooperative, orderly, and peaceful manner. With these goals in mind, the parties have entered into this collective Agreement, setting forth their full agreement on wages, rates of pay, hours of work, and other terms and conditions of employment.

ARTICLE 1

UNION RECOGNITION AND UNIT

Section 1. Collective Bargaining Unit.

The Hospital recognizes the Union as the exclusive collective bargaining representative of the employees of the Hospital as defined in this Article.

Section 2. Employee Defined.

Whenever used in this Agreement, the term "employee" shall mean:

- (a) All full-time and regular part-time nonprofessional and technical employees employed by the Hospital and the United Medical Nursing Center ("Skilled Nursing Center") primarily assigned to its facility located at 1310 Southern Avenue, S.E., Washington, D.C. 20032 in the positions listed in Appendix A hereto, but excluding all other employees, professional employees, skilled maintenance employees, business office clerical employees, agency employees, temporary employees (as defined herein), confidential employees, physicians, registered nurses, home health employees, and guards, and supervisors as defined in the Act.
- (b) The listing of positions in Appendix A neither enhances nor limits the parties' right to argue that newly created positions should be included in or excluded from the bargaining unit.
- (c) Employees who are scheduled to work less than eight (8) hours a week and employees who are not regularly employed -- such as casual employees -- are not covered by this Agreement.

Section 3. Probationary Employee.

All employees newly hired or rehired after termination of their seniority shall be considered "probationary" employees until completion of ninety (90) days of employment. Such probationary period may be extended by the Hospital for one additional thirty (30) day period with the Union's agreement, which will not be unreasonably withheld. During and at the end of the initial or extended 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.

Section 4. Temporary Employees.

- (a) Those who are hired for a period of up to four(4) months and who are so informed at the time of employment, those who are hired for special projects or those who are hired to replace an employee on a leave of absence. If a temporary employee is hired to replace an employee on a

leave of absence, the period of temporary employment may be extended to cover the entire period of the leave of absence. The union shall be notified in the event of any such extension. With the exception of a temporary employee hired to replace an employee on leave of absence, or a temporary employee hired for a special project, if a temporary employee is employed for more than four (4) months, such employees shall become a permanent employee. For the purposes of this Section, the term temporary employee hired for a special project shall include employees hired for project lasting no longer than one year. Should an employee on leave of absence return to work, any temporary employee hired as a replacement may be laid off. If more than one temporary employee is hired to replace an employee on leave of absence, the employee latest hired shall be laid off first. Any person hired as a temporary employee for more than two (2) times in any twelve (12) month period shall be offered permanent employment.

(b) Employees who are employed by an outside employment agency but who work at the Hospital pursuant to an agreement between the employment agency and the Hospital ("agency employees") are excluded from the bargaining unit for up to one hundred and fifty (150) consecutive days; provided, however, if the Hospital believes that it is necessary to employ agency employees for a period longer than one hundred and fifty (150) consecutive days, it will notify the Union and obtain the Union's consent, which consent will not be unreasonably withheld. Agency employees normally will be used to fill a specific need where the Hospital is actively seeking but unable to fill a position. The Hospital will provide the Union with a list of agency employees working in positions listed in Appendix A at Labor Management Committee meetings.

Section 5. Regular Full-Time Employees.

Regular full-time employees are regularly scheduled to work at least thirty-sixty (36) hours per week.

Section 6. Regular Part-Time Employees.

Regular part-time employees are regularly scheduled to work less than thirty-six (36) hours but at least twenty (20) hours per week. Part-time eligible employees shall receive fringe benefits specified herein on a pro-rata basis based on hours worked.

Section 7. Regular Part-Time Ineligible Employees.

Part-time ineligible employees work less than twenty (20) hours per week and are not eligible for the benefits specified in this Agreement.

Section 8. Per Diem Employees.

A *per diem* employee is one designated as such by the Hospital and who does bargaining unit work or occupies a job classification covered by this Agreement. *Per diem* employees will receive the wages designated by Appendix B, but will receive no other benefits unless specifically stated herein. If the Hospital should establish a *per diem* rate for positions that do not currently have a *per diem* rate or decides to increase an existing *per diem* rate, the Hospital will provide the Union notice not less than thirty (30) days prior to the effective date of the new *per diem* rate and an opportunity to discuss the new *per diem* rate.

Section 9. Gender.

Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender.

Section 10. Business Days

Business days are defined as Monday through Friday excluding holidays and weekends.

ARTICLE 2

UNION MEMBERSHIP AND DUES

Section 1. Membership

(a) All employees who are members of the Union on the effective date of this Agreement, or who voluntarily join thereafter, shall maintain their membership or satisfy the financial obligations specified herein during the term of this Agreement as a condition of continued employment. All employees covered by this Agreement who are not members of the Union and choose not to become members of the Union, shall, as a condition of continued employment, pay to the Union a fee in lieu of dues that is no greater than the dues amounts charged to members.

(b) All employees hired on or after the effective date of this Agreement shall, within thirty-one (31) days of commencing employment, become and remain members or become payers of fees in lieu of dues as a condition of continued employment for the duration of this Agreement.

(c) Upon notice from the Union, and after counseling by Union and Hospital representatives, employees who fail to pay such dues or fees in lieu of dues (as specified in this Agreement) shall be given thirty (30) days notice of termination by the Hospital.

(d) Employees who are members of a bona fide religion that has historically held conscientious objection to joining or financially supporting labor organizations shall not be

required to join or financially support the Union. Instead, they shall be required to pay to the Union an equivalent sum, which the Union shall donate to a non-religious charity exempt from taxation under Section 501c of the Internal Revenue Code designated by the employee which is among a group of three (3) non-religious charities which the Union and the Hospital agree upon, provided it is consistent with applicable law.

Section 2. Dues and P.A.C. Deductions.

- (a) The Hospital shall deduct such Union dues or fees in lieu of dues biweekly from the pay of all employees covered by this Agreement who provide individually signed authorizations. The Hospital shall tender such deductions to the Union by the tenth calendar day following the pay date on which the deductions were taken.
- (b) The Hospital shall deduct contributions to P.A.C. biweekly from the pay of all employees covered by this Agreement who provide individually signed authorizations. The Hospital shall tender deductions to the Union by the tenth calendar day following the pay date on which the deductions were taken.
- (c) The Union agrees to refund amounts remitted in error, upon presentation of evidence of the error. The Hospital agrees to rectify errors in deducting dues or fees or remittance of aggregate dues or fees before the end of the pay period following the pay period in which the presentation of evidence of the error is made.
- (d) The Union agrees to pay to the Hospital a transaction charge of \$.05 per transaction to defray partially the cost of providing dues check-off service and \$.05 per transaction for P.A.C. check-off service. The Hospital agrees to provide to the Union an invoice for said charges on a quarterly basis.
- (e) The Hospital shall be relieved from making such "check-off" deductions upon an employee's (a) termination of employment, (b) transfer to a job outside the bargaining unit, (c) layoff from work, (d) authorized leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Upon the return of an employee to work from any of the foregoing enumerated absences, the Hospital shall immediately resume the obligation of making such deductions consistent with the terms of the individually signed authorization.

Section 3. Hospital Liability.

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, arbitration, 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 provision(s) of

this Article: The Union assumes full responsibility for the disposition of the funds deducted under this Article as soon as such funds have been remitted by the Hospital to the Union.

Section 4. Information.

On a quarterly basis, the Hospital shall furnish to the Union a list containing each bargaining unit member's name, address, telephone number, date of hire, job classification, department, hourly wage rate, and status (e.g., full-time, part-time).

ARTICLE 3

NONDISCRIMINATION

Neither the Hospital nor the Union shall discriminate against or in favor of or harass any employee on account of race, color, creed, ethnicity, national origin, sex, age, sexual orientation, marital status, union membership, union activity, and physical or mental handicap, or any other legally protected classifications. Such discrimination or harassment by anyone will not be tolerated.

ARTICLE 4

REDUCTION IN FORCE, LAYOFF, SEVERANCE & RECALL

Section 1. Definition.

A reduction in force or a layoff shall mean a position elimination or a reduction in an employee's hours. Low census days (and hours) and reductions in employee hours of limited duration are not covered by this Article and may be implemented at the Hospital's discretion; provided, however, the Hospital will in such circumstances, operational and patient care considerations permitting, first seek volunteers and, if there is an insufficient number of volunteers, attempt to schedule low census days or hours in an equitable fashion by job classification within a department or work area, with temporary employees being assigned low census days or hours prior to other employees.

Section 2. Manner of Reductions in Force/Layoffs.

In implementing reductions in force or layoffs, temporary and probationary employees will be selected prior to regular employees. Thereafter, regular employees shall be reduced or laid off in the reverse order of seniority within the affected job classification (that is, the employee with the least seniority will be reduced or laid off first). Employees so reduced or laid off will not be permitted to bump a less senior employee in another classification but will be placed into vacant positions for which they apply and for which they are qualified.

Section 3. Notification.

The Hospital shall notify the Union and the affected employees in writing no less than thirty (30) days prior to reductions in force or layoffs. At its option, the Hospital may provide employees with thirty (30) days' pay in lieu of notice. Thereafter, upon the Union's request, the Hospital will meet and discuss the effects of the reduction in force or layoffs upon the affected employees.

Section 4. Recall.

Consistent with Hospital Policy, employees shall be recalled in reverse order of their reduction in force or layoff.

Section 5. Severance Pay.

Employees who are terminated as a result of a reduction in force or layoff will receive severance pay in accordance with the following schedule based upon their years of service upon the effective date of the termination. Severance will be paid at the employee's base rate:

Less than one (1) year of service - no severance pay

One (1) to two (2) years of service - one (1) week severance pay

Three (3) to four (4) years of service - two (2) weeks severance pay

Five (5) to six (6) years of service - three (3) weeks severance pay

Greater than six (6) years of service - four (4) weeks severance pay

ARTICLE 5

SENIORITY

Section 1. Definition.

- (a) "Hospital Seniority" or "seniority" is defined as the length of continuous, uninterrupted service by an employee with the Hospital.
- (b) "Classification Seniority" is defined by the length of continuous service in the job classification.

Section 2. Probationary Employees.

An employee's Hospital seniority shall commence after the completion of his probationary period and shall be retroactive to the date of his hire.

Section 3. Accrual of Seniority.

- (a) Hospital seniority shall accrue during any period of active employment as well as a continuous authorized leave of absence without pay up to sixteen (16) weeks, including family/medical leave, provided that the employee returns to work immediately following the expiration of such leave of absence; during an authorized leave of absence with pay; during a period of continuous layoff not to exceed the lesser of twelve (12) months or the length of an employees' continuous employment, if the employee is recalled to employment; and during a leave due to sickness or occupational illness of up to twelve (12) months.
- (b) A temporary employee, as defined in Article 1, Section 4, shall have no seniority during the time he occupies the status of a temporary' employee. Should any temporary employee become a regular employee, his seniority shall be retroactive to the date of employment as a regular employee.

Section 4. Application

- (a) Seniority rights are created only by this Agreement and exist only to the extent expressed herein. Seniority shall not establish any right other than those expressly specified in this Agreement and shall be used for no other purpose.
- (b) Classification seniority shall apply to vacation scheduling. The time for submitting vacation requests and the process for approval of such requests shall be in accordance with the practices and policies of the department in which the employee works.

- (c) Hospital seniority shall apply when determining the employees who will be laid off and recalled and in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.

Section 5. Forfeiture.

An employee's seniority shall be terminated and his rights under this Agreement forfeited when the employee:

- (a) Quits, resigns, or retires.
- (b) Is discharged for just cause.
- (c) Fails, without a good and sufficient excuse as determined by the Hospital in its judgment, to return to work following the end of an authorized leave of absence.
- (d) Fails to return to work within seven (7) days after the Hospital has served notice of recall by letter, telegram, or telephone, whichever means of communication is most expeditious.
- (e) Is laid off for a period in excess of one (1) year.
- (f) Is absent due to illness or sickness in excess of one (1) year.
- (g) Absence for three (3) consecutive scheduled workdays without notifying the Hospital during the absence (unless physically impossible to do so).

ARTICLE 6

POSITION OPENINGS

Section 1. Postings.

- (a) Vacancies in bargaining unit positions, new or established, shall be posted in the Human Resources Department and designated areas for a period of no less than five (5) days prior to filling the position. Employees must make separate application for each opening. The Hospital shall not, however, be required to post any job vacancy, which must be filled without delay in order to meet an emergency or to safeguard the health and/or safety of patients. The Hospital will notify the Union within two (2) business days of filling a position, which was not posted in order to meet an emergency or to safeguard the health and/or safety of patients.

- (b) In the event the qualifications of a posted position are changed, the position shall be posted for an additional five (5) days.

Section 2. Manner of Selection.

- (a) Where the qualifications, performance and abilities of two or more applicants for a posted bargaining unit vacancy are relatively equal, the more senior applicant will be offered the position. When considering applicants who are relatively equally qualified an applicant in the same department in which the opening occurs will be given preference over an applicant from another department, regardless of seniority.
- (b) Where the qualifications, performance and ability of an incumbent applicant and an outside applicant are relatively equal, the Hospital shall give preference to the incumbent applicant.

Section 3. Promotion Outside Bargaining Unit.

Employees may be selected for promotion to a position excluded from the bargaining unit at the Hospitals' discretion, provided the employee selected consents. An employee so selected may be returned, at the Hospitals' option, to his former job classification or its equivalent within the bargaining unit, without loss of seniority, within 90 days thereafter. An employee so selected may return, at the employees' option, to an open position within his former job classification or an equivalent open position within the bargaining unit for which he is qualified, within 90 days thereafter. An employee will only be returned by the Hospital or allowed to return voluntarily if the employee has not received any disciplinary action while outside of the bargaining unit.

Section 4. Promotions/Transfers

In reviewing the employee for promotion or transfer, only current written (within the previous twelve months) corrective or disciplinary actions should be considered. Verbal warnings will not interfere with promotion or transfer into bargaining unit positions.

ARTICLE 7

HOURS OF WORK

Section 1. Workweek.

For payroll computation purposes, the workweek shall consist of seven (7) consecutive twenty-four (24) hour periods beginning at 12:01 a.m. on Sunday.

Section 2. Workweek and Scheduling.

- (a) The Hospital shall have the right to determine the number of bargaining unit employees it employs and their manner of scheduling. Employees shall be informed of their daily schedule of hours of work and any rest break and meal period, if any, and of their scheduled days off.
- (b) Generally, shifts will be either 8, 10, 12 or 16 consecutive hours, exclusive of meal periods. The Hospital retains the right; however, to schedule shifts for shorter or longer lengths of time.
- (c) Departments will post schedules two (2) weeks in advance, and each schedule will be for a period of four (4) weeks. The Hospital retains the right to make changes to posted schedules based on operational and/or patient care considerations.

Section 3. Hours Worked and Overtime.

- (a) Nothing in this Agreement shall be construed as a guarantee by the Hospital of hours worked per day, per week, or per year. Employees shall report dressed and ready for work at their job location and quit work at their job location at the time designated by the Hospital as the beginning and end of their regular workday, 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. The Hospital shall have the right to schedule overtime. When assigning overtime, the Hospital shall strive to do so on a rotational basis (i.e., from the most senior to the least senior).
- (b) There shall be no duplication or pyramiding in the computation or payment of overtime with any other forms of premium pay. Consistent with applicable law, where more than one type of premium pay or wage supplement applies to hours worked, the employee will receive the highest premium or supplement but not any other applicable premium or supplement.

Section 4. Breaks.

Subject to patient care and operational needs, the Hospital will provide two fifteen minute breaks to employees who are scheduled to work more than four (4) hours and one fifteen minute break

to employees scheduled to work four (4) hours. These breaks shall be considered as time worked.

Section 5. Weekend Scheduling.

Unless hired to work weekends or based on employee choice, the Hospital will schedule employees so that they have two (2) weekends off per month.

Section 6. Shift.

It is the intent of the Hospital to avoid regularly scheduling an employee to work for seven (7) or more consecutive days.

Section 7. Shift Rotations.

The Hospital will attempt to minimize shift rotation (that is, regularly scheduling employees to work different shifts from week to week). The parties recognize, however, that patient care and operational considerations may result in the scheduling of rotating shifts.

Section 8. On-Call Pay.

Employees who are required by the Hospital to be on-call will receive a minimum of four (4) hours of pay at their base rate when called into work by the Hospital. Employees who are required by the Hospital to be on-call and who are called into work by the Hospital will cease receiving on-call pay when they begin working at the Hospital after being called into work. Only hours worked by employees who are required by the Hospital to be on-call and who are called into work by the Hospital will be counted toward overtime calculations.

The on-call rate will be standardized throughout the Hospital at \$4.50 per hour.

ARTICLE 8

WAGES

Section 1. Purpose of Article.

The sole purpose of this Article is to provide a basis for the computation and payment of employee wages. The Hospital's pay practices and procedures shall govern the calculation of all wages. Notwithstanding the foregoing, the Hospital will not provide wage increases not specified in this Article without the knowledge of the Union.

Section 2. Regular Rate and Base Rate.

As used in this Agreement, the terms "regular rate of pay," "regular rate," and "regular hourly rate" shall mean the straight time rate of pay per hour, based on the pay grade for the employee's regular job classification, including shift differential where applicable.

As used in this Agreement, the term "base rate" shall mean the straight time rate of pay per hour for the employee's job classification, excluding shift differential and any other form of premium or wage supplement.

Section 3. Wage Rates.

Each employee covered by this Agreement, including per diem employees, will receive, retroactive effective to the pay period commencing on October 1, 2014, an increase equal to three percent (3%) of the employee's base rate.

Each employee covered by this Agreement, including per diem employees, will receive, effective October 1, 2015, an increase equal to two and one half percent (2.5 %) of the employee's base rate.

Each employee covered by this Agreement, including per diem employees, will receive, effective October 1, 2016, an increase equal to two and one half percent (2.5%) of the employee's base rate.

Section 4. Increases to Minimum Hourly Rates at Time of Hire.

The minimum hourly rates at the time of hire applicable to bargaining unit positions will be those specified in Appendix B and Appendix C to this Agreement. These rates will be increased by three percent (3.0%) effective October 1, 2014; two and one half percent (2.5%) effective October 1, 2015; and two and one half percent (2.5%) effective October 1, 2016.

The parties agree to establish a joint management/labor task force to review and make recommendations concerning wage structures and/or to recommend increases to particular job classifications based on market conditions. The task force shall have an equal number of Hospital and Union representatives, and the task force's recommendations will be subject to the Hospital's approval, with the Hospital retaining final decision making authority in connection with same. The task force will meet no later than ninety (90) days after the effective date of this Agreement and thereafter on a quarterly basis, unless the parties agree otherwise. In addition, a senior executive of the Union may notify the Hospital of alleged wage disparities within job classifications, and the Hospital will review each alleged disparity and provide its assessment and/or response to the Union.

Section 5. Hard to Fill Positions.

During the life of this Agreement, the Hospital shall have the right to increase the minimum hourly rate of any position that the Hospital, in its discretion, determines is a "hard-to-fill" position, provided that the Hospital supplies the Union with notice of such increase thirty (30) days prior to its effective date and an opportunity to bargain over the increase.

Section 6. Shift Differential.

A shift differential of 10% of the employee's base rate shall be paid for an employee whose shift starts between 3 p.m. and 11 p.m. A shift differential of 15% of the employee's base rate shall be paid for an employee whose shift starts between 11 p.m. and 7 a.m. An employee must work at least four hours between either 3:00 p.m. and 11:00 p.m. or 11:00 p.m. and 7:00 a.m. to receive shift differential.

Section 7. Time and One-Half Pay.

Time and one-half pay shall be paid, at the rate specified by applicable law, for all hours worked in excess of forty (40) hours in a workweek.

Section 8. Correction of Pay Checks.

In the case of Hospital error, the Hospital will correct an employee's paycheck within ten (10) business days (excluding weekends and holidays) of receiving notification of the error. This section will not, however, apply to errors resulting from an employee's provision of incorrect information or an employee's failure to provide necessary information. Where an employee believes that the employee's paycheck is incorrect, the employee shall contact the Hospital's Vice President of Human Resources or designee.

ARTICLE 9

PAID LEAVE PLAN

Section 1. Modification of Annual Leave Bank

In the mutual interest of the Hospital and employees, employees are encouraged to utilize annual leave. The carryover of annual leave will be capped at 352 hours. However, all amounts of annual leave in excess of 352 hours at the end of the first FY following the entry into force of

this Agreement year will be considered a “grandfathered balance” and must be used over a 2 year period as follows:

- (a) During a two year transition period, employees will be permitted to elect to cash out the entire grandfathered balance of annual leave at 100% of its value.
- (b) After the first cash out, any employee with a remaining balance may use their grandfathered annual leave during the first transition year.
- (c) Before the start of the second transition year, employees may elect to cash out 100% of the entire remaining grandfathered annual leave balance.
- (d) If employees have a grandfathered annual leave balance after the second cash out, they will have the second transition year to use the balance.
- (e) Only after the second transition year will any remaining grandfathered balance be forfeited.

Section 2. • Accumulated Leave

(a) Regular full-time employees shall receive AL according to the following schedule:¹

Years of Employment	Accrual Rate	Days Earned Annually (based on 40hrs week)	Hours Earned Annually	Hours Earned per pay period (based upon 80 hours)	Max Hours to be Accrued
0-4	0.0654	17	136	5.231	352
5-9	0.0846	22	176	6.769	352
10 or more	0.1038	27	216	8.304	352 ²

Regular part-time employees shall receive the same amount of AL, but prorated based upon hours worked.

- (b) AL will be paid at the employee’s base rate. Cash conversion and payment of AL upon termination also will be paid in this manner.
- (c) Employees can have no more than the scheduled maximum total accumulation of AL at any time. Once an employee reaches the maximum, further accumulation of hours will occur

¹ This schedule is based upon 2080 hours as one year of service.

² Maximum carryover is 80 hours per year not to exceed maximum accrual reserves of 352.

only when the total accumulation is reduced to a level below the maximum and no payments will be made for leave earned after reaching the maximum accumulation.

(d) When an employee resigns or voluntarily terminates his or her employment and provides the required written notice in advance, all AL hours shall be paid out during the last pay period worked. If the employee does not work as scheduled during the required notice period, all AL hours shall be forfeited. In addition, all unused AL will be paid out according to the employee's regular work schedule prior to the beginning of an approved leave of absence.

(e)

- i. AL days must be scheduled and arranged for in advance (with the exception of those due to illness and emergency). "In advance" means with ample time for the supervisor or department head to secure sufficient coverage for all time absent.
- ii. Requests to use AL will be approved or denied by the Hospital within seven (7) days of receipt. The Hospital will use its best efforts to provide an employee who submits such a request with a response to the request within the seven (7) day period. While a failure to respond to the request within the seven (7) day period will not result in the request being deemed granted, the request will be deemed under consideration until the Hospital provides a response to the employee.
- iii. AL may be taken at any time during the calendar year, subject to the operational and/or staffing needs of the departments. While the Hospital will attempt to meet the convenience of employees in AL scheduling, AL must be scheduled in accordance with departmental policies and procedures.

(f) If an employee requests and takes AL on days that include a weekend during which he or she would have been scheduled to work, the employee shall not be required to make up that weekend.

(g) In situations where unforeseen staffing issues preclude an employee from scheduling or taking scheduled "use or lose" leave at the end of the year, such matters may be referred to the Executive VP or CEO, or their designee, who shall determine if the circumstances justify rescheduling or restoration of such lost leave.

(h) When AL is being used for an absence due to illness or DR is used, employees must notify their supervisors in accordance with applicable Departmental policies and practices. Employees returning from five or more days of absence due to illness must provide a physician's certification. A physician's certification may also be required prior to return to duty after an absence of less than five days, if in the Hospital's judgment, it is necessary for the protection of employees (including the employee using AL) or patients.

Section 3. Section 3. Disability Reserve

(a) Regular full-time employees shall receive DR according to the following schedule³:

Years of Employment	Accrual Rate	Hours Earned Annually	Max Hours to be Accrued
0-4	.0269	56	225
5-9	.0230	48	465
10 or more	.0192	40	780

Regular part-time employees shall receive the same amount of DR, but prorated based upon hours worked.

(b) Accrued DR may be used in the following circumstances:

- i. When an employee has been absent from work due to an illness for three consecutive scheduled work days, he or she may begin using DR on the fourth day;
- ii. An employee may use DR for any period of hospitalization (regardless of length);
- iii. An employee may use DR when absent from work after a surgery for up to three days and additional days with a physician's authorization; and
- iv. After the insurance company has approved a worker's compensation claim, an employee may use DR for the lost time not paid for by the insurance company for up to three days of absence.

(c) DR may not be converted into cash.

³ This schedule is based upon 2080 hours as one year of service.

ARTICLE 10

HOLIDAYS

Section 1.

The Hospital recognizes the following eight paid holidays:

New Year's Day	January 1 st
Martin Luther King's Birthday	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 th

Section 2.

Holidays are no longer counted as Accumulated Leave.

In those cases where regular full time and regular part time employees are required to work on a recognized holiday, they will receive a holiday premium of one and one-half times their rate of pay for all hours worked.

Section 3.

To be eligible for holiday pay, the employee must have worked the last scheduled shift before the holiday, must report to work on the holiday (if scheduled) and must work the entire first scheduled shift after the holiday. Failure to meet these requirements will result in forfeiture of holiday premium pay (except if a holiday falls during a scheduled paid vacation) or the ability to use AL for the holiday, as applicable.

Section 4.

Employees who are in a period of unpaid leave are not eligible for holiday pay.

Section 5.

All employees may be required to work on holidays. Employee requests to be scheduled off for a holiday will be handled on a rotational basis.

Section 6.

An employee scheduled to work on a holiday shall be provided with a rescheduled holiday, which may be requested 30 days prior to the holiday and rescheduled to be taken within the 30 day period following the holiday. If such rescheduling is not possible the Executive Vice President or designee shall authorize the holiday to be taken at another time.

Section 7.

If a holiday falls on an employee's regular day off, the employee may be scheduled an alternative day off.

Section 8.

Other procedures and rules relating to holidays are set forth in the Hospitals' Policies and Procedures.

ARTICLE 11

PAID LEAVE

Section 1. Jury Leave.

(a) Definitions:

Jury Leave is authorized absence of an employee from scheduled work to serve on jury duty in response to a summons from a local or federal court.

Jury Leave Pay is compensation at the employee's base rate for all scheduled hours that an employee would have worked had he/she not be summoned for jury duty.

(b) Eligibility:

- i. All employees covered by this Agreement are eligible for jury leave at date of hire up to thirty (30) days in any one calendar year.
- ii. Jury leave pay will be granted only to regular full time and regular part time employees.

(c) Benefits:

Compensation for jury duty will be paid at the eligible employee's base rate for all scheduled hours that an employee would have worked had he/she not been summoned for jury duty. In no

case will jury duty permit an employee to receive more compensation than he/she would have received for working scheduled hours in the pay period in which the date of jury duty fell.

(d) Hospital Policies:

Other rules and procedures relating to jury leave are set forth in the Hospital's Policies and Procedures Manual.

Section 2. Bereavement Leave.

(a) Outline of Leave Policy:

Bereavement leave is an authorized absence due to the death of a member of the employee's immediate family (i.e., spouse, parent, surrogate parent, parent-in-law, grandparent, sibling, child, or domestic partner (as defined by and in accordance with Hospital policy) to observe the period of mourning.

(b) Eligibility:

- i. Regular full time employees covered by this Agreement are eligible for paid leave from their date of hire.
- ii. Bereavement leave pay will be granted for three (3) scheduled shifts at the employee's base rate. This will not be charged to Accumulated Leave.
- iii. The employee should request the leave prior to its being taken, except for unusual circumstances.
- iv. All part time employees covered by this Agreement will be granted leave without pay for bereavement.
- v. The employee must furnish documentation verifying the relationship of the deceased person.

(c) Hospital Policies:

Other rules and procedures relating to bereavement leave are set forth in the Hospital's Policies and Procedures Manual.

Section 3. Paid Training Leave.

(a) Outline of Leave Policy:

Education leave is authorized paid absence from duty to attend training courses, meetings, seminars, etc., which are directly related to employment and which are requested by the Department Head.

(b) Procedure:

Regular full time and regular part time employees are eligible for educational leave from their date of hire. The Hospital pays for leave time and expenses when authorized by the Department Head and Executive Vice President.

(c) Hospital Policies:

Other rules and procedures relating to education leave are set forth in the Hospital's Policies and Procedures Manual.

Section 4. Voting Leave.

(a) Outline of Leave Policy:

The Hospital authorizes a paid absence from work for a period of time for all employees to vote in local, state or federal elections if the polls are open only during those hours the employee is scheduled to work.

(b) Hospital Policy:

Rules and procedures relating to voting leave are set forth in the Hospital's Policies and Procedure Manual.

ARTICLE 12

UNPAID LEAVE

Section 1. Family and Medical Leave.

The Hospital will provide family and medical leave to employees in accordance with applicable law. The requirements and conditions for taking family/medical leave are set forth in the applicable Hospital policies.

Section 2. Military Leave.

(a) Outline of Leave Policy:

Consistent with applicable law, time off will be granted to satisfy reserve status requirements.

(b) Hospital Policies:

Rules and procedures relating to military leave are set forth in the Hospital's Policies and Procedures Manual.

Section 3. Unpaid Education Leave.

(a) The Hospital shall grant reasonable requests for an unpaid leave of absence up to two (2) years for the purpose of continuing education if:

- i. The education is received from an approved educational institution;
- ii. The employee has at least twenty four (24) months' seniority; and
- iii. The leave will not unduly interfere with the Hospital's operations or the delivery of high quality patient care.

(b) The Hospital may, at its discretion, require proof of the employee's enrollment and completion of the educational program for which the leave is sought.

(c) Employees on an education leave up to two (2) years shall maintain, but not accrue, seniority while on leave.

(d) Upon an employee's completion of education leave, the employee can return to the employee's former position, if it is available. If the employee's former position is not available, the employee will be given the next opening in the position.

(e) An employee on education leave may continue health insurance coverage for the period of leave provided the employee pays the employee's portion of the applicable premium.

Section 4. Union Leave.

(a) Upon the Union's written request, the Hospital shall grant an unpaid leave of absence not to exceed one (1) year to employees who have one or more years of Hospital seniority so that they may accept a full-time position with the Union, provided such leave will not interfere with the

operation of the Hospital. Such leave may be extended for an additional one (1) year period and shall not be granted to more than three (3) employees at any given time.

- (b) Employees on a Union leave of up to two (2) years shall maintain, but not accrue, seniority while on leave.
- (c) Upon an employee's completion of Union leave, the employee can return to the employee's former position if it is available. If the employee's former position is not available, the employee will be given the next opening in the position.

Section 5. Union Release Time.

Upon written request made by a Union officer with sufficient notice and subject to the operational needs of the Hospital as determined by the Hospital, the Hospital will provide each Union delegate with up to three (3) days of unpaid leave per calendar year.

ARTICLE 13

GRIEVANCE PROCEDURE

Section 1. Definition.

A grievance is any dispute between a bargaining unit employee and/or the Union and the Hospital arising under and during the term of this Agreement involving the application of a specific provision of this Agreement or a claimed violation of a specific provision of this Agreement which is not specifically exempted from the provisions of this Article. The Hospital's exercise of the management rights specified in Article 28 is exempt from the grievance procedure specified herein unless any of those rights are expressly limited by another provision of this Agreement.

Section 2. Procedure.

- (a) Any difference or dispute arising out of this Agreement which an employee or the Union has not been able to adjust informally may be made the subject of a grievance with the exception of verbal warnings and shall be presented in writing according to the procedure specified herein. Grievances shall state the provision(s) of this Agreement allegedly violated, the grievant(s) name, the date the grievance arose, a brief description of the events or circumstances leading to the grievance, any known witnesses and the relief or remedy sought.

- (b) All discipline grievances, other than suspension and discharge grievances, shall be filed at Step I and shall progress through the remaining steps in accordance with the terms and conditions herein.
- (c) All contract interpretation, suspension and discharge grievances shall be filed at Step II and progress in accordance with the terms and conditions herein. Such grievances shall be filed in writing with the Executive Vice President of Human Resources within ten (10) calendar days of the event giving rise to the grievance or when the Union became aware (or should have become aware) of the facts giving rise to the grievance; provided, however, that all contract interpretation grievances shall be filed within thirty (30) calendar days of the event giving rise to the grievance regardless of the Union's knowledge thereof.
- (d) Step I: If the grievance is not resolved informally, it shall be presented in writing, signed by the grievant, to the Director of the Department in which the grievance arises, with a copy to the Executive Vice President of Human Resources within ten (10) business days of the event giving rise to the grievance. A Union delegate may participate at Step I. The Hospital will endeavor to respond in writing to the grievance within ten (10) business days of its submission. The Hospital's failure to respond within ten (10) business days shall be considered a denial of the grievance.

Step II: Where a grievance commences at Step I, the Step I written answer shall settle the grievance unless an appeal in writing is received by the Executive Vice President of Human Resources within five (5) business days of delivery of the Hospital's Step I response. When a grievance is filed or in process at Step II, the parties shall conduct a meeting with the employee involved and the employee's Union representative to discuss the grievance as soon as the meeting time can be agreed upon and shall make every reasonable effort to schedule and conduct such a meeting. The Hospital will provide a written response to the grievance within ten (10) Business days of such Step II meeting. The Hospital's failure to respond within ten (10) business days shall be considered a denial of the grievance. The Hospital will send a copy of all Step II responses to the Union's Baltimore office. Notwithstanding the foregoing, if the grievance meeting specified herein is not conducted within twenty (20) business days of when the grievance is filed at or advanced to Step II, the Step II process will be deemed concluded and the grievance will be deemed advanced to Step III; provided, however, the parties may mutually agree in writing to extend this twenty (20) day period.

Step III: If the parties are unable to reach a satisfactory settlement pursuant to the preceding Steps, either party may refer the matter to arbitration.

Section 3. Employee Representatives.

Delegates appointed or elected by the Union from among the employees of the Hospital shall be recognized by the Hospital as representatives of employees in the presentation and settlement of

their grievances. The Hospital will be notified in writing by the Union as to those employees who are authorized representatives. The Hospital shall not be required to recognize anyone as a representative unless it has received such written notification. A delegate or Union officer shall be permitted to examine documents from a member's personnel file in performance of his or her authorized duties as an employee representative upon presentation of a written authorization form voluntarily executed by the member. The Hospital shall establish procedures to allow employees who have been barred from the Hospital premises ability to review their own personnel files prior to authorizing review by a delegate or Union employee.

Section 4. Limits.

Any grievance not processed in accordance with any time limits or steps in the grievance procedure or any of the foregoing requirements shall be considered waived without regard to any excuse therefor and no arbitration shall be had thereon. The time limits stated in the grievance procedure herein may be extended only by an agreement between the Hospital and the Union that has been confirmed in writing.

Section 5. Limitations on Back Pay.

In any discharge arbitration, any back pay award shall be limited to a maximum of one hundred eighty (180) calendar days, and shall be reduced by any compensation the employee earned or unemployment compensation the employee received during one hundred eighty (180) calendar days. Any back pay awards in a contract interpretation arbitration shall cover a period no greater than one hundred eighty (180) calendar days prior to the date the grievance was filed. Provided, however, that the arbitrator may award greater than one hundred and eighty (180) days of back pay (1) to employees who are denied unemployment compensation by the Department of Employment Services; and (2) in any instance in which the Union proves that the arbitration could not be conducted within one hundred and eighty (180) calendar days of the employee's termination from employment as a result of the Hospital's actions.

Section 6. Hospital Grievances.

The Hospital may utilize the provisions of this grievance procedure for any alleged violations of this Agreement by filing a written grievance with the Union within twenty (20) calendar days of the alleged violation or the Hospital's knowledge thereof. The Union shall respond in writing within five (5) calendar days. The Union's failure to respond within five (5) calendar days shall be considered a denial of the grievance. If the parties are unable to reach a satisfactory settlement of the grievance, either party may refer the matter to arbitration.

Section 7. Class or Group Grievances.

A grievance which allegedly affects a substantial number or class of employees may be presented at Step II of the grievance procedure within ten (10) calendar days from the date of its

occurrence or the date the violation was known or should have been known; provided, however, that all contract interpretation grievances shall be filed within thirty (30) calendar days of the event giving rise to the grievance regardless of the Union's knowledge thereof. A list identifying each employee who is a member of the class shall be provided to the Executive Vice President of Human Resources within twenty (20) calendar days of the filing of the class or group grievance. The list may not be expanded absent mutual consent of the parties. Failure to meet these time limitations shall constitute a waiver of the class or group grievance. Unless such a grievance is appealed within fifteen (15) calendar days after the Hospital's answer, such grievance shall be deemed to have been settled in accordance with such answer, which shall be final and binding on the employees and the Union.

ARTICLE 14

ARBITRATION

Section 1. Appeal to Arbitration.

Grievances not resolved through the grievance procedure as specified in Article 13, Grievance Procedure may proceed to arbitration within thirty (30) calendar days of the completion of Step II of the grievance procedure. The Union shall notify the Executive Vice President of Human Resources in writing and the Hospital shall notify the Union's Director, Hospital Division in writing of the referral of a grievance to arbitration. If the Union or the Hospital fails to serve written notice of its intent to arbitrate within the time limitation specified in this section, it shall be deemed to waive the right to proceed to arbitration on the grievance, unless the parties have agreed to extend the time limitation and this agreement has been confirmed in writing. No individual employee shall have the right to invoke this arbitration procedure.

Section 2. Selection of Arbitrator.

The parties agree on a panel of four (4) arbitrators to hear and decide all grievances arising pursuant to this Agreement, as follows: Roger P. Kaplan; Eckehard Muessig; Joseph M. Sharnoff, and Andrew Strongin. The arbitrators shall be assigned to grievances referred to arbitration in the order listed, starting from the first and proceeding to the last listed. Once a grievance has been assigned to an arbitrator, regardless of its resolution, the next grievance referred to arbitration will be assigned to the next arbitrator listed; provided, however, where an arbitrator who otherwise would be assigned to a discharge grievance is unavailable for more than one hundred twenty (120) days, the parties will discuss assigning another arbitrator from the above list to hear and decide the grievance. In the event there is a grievance that has been

referred to arbitration that each of the above-listed arbitrators refuses to hear, the parties will select an arbitrator to hear such grievance by obtaining a panel of arbitrators from the Federal Mediation Conciliation Service or the American Arbitration Association from which they will alternatively strike. Arbitrators may be added, or an arbitrator deleted, by the mutual written agreement of the parties.

Section 3. Hearing Procedure.

The arbitrator shall conduct a fair hearing, carried on with all convenient speed, and at which he/she shall receive evidence, both oral and documentary. Unless otherwise mutually agreed, all hearings conducted hereunder shall be recorded verbatim by a qualified stenographic reporter. Each party shall have the right of examination and cross-examination of witnesses, to make a record, and file a post-hearing brief (The arbitrator shall set the briefing schedule within a reasonable time after the receipt of the transcript of the hearing). The expense of arbitration, including the fee and expenses of the arbitrator (including a transcript ordered by the arbitrator), shall be shared equally by the parties. All other expenses shall be paid by the party incurring them.

Section 4. Arbitrator's Jurisdiction.

The arbitrator shall have authority only to interpret and apply the explicit provisions of this Agreement to the extent necessary to decide the submitted grievance, basing his/her decision on the express language (as distinguished from implied meaning) of this Agreement, without amending, modifying, adding to, subtracting from, or changing this Agreement. The arbitrator shall have no power or authority to (i) limit or impose any rights reserved to the Hospital in Article 28, Management Rights; (ii) substitute his judgment or discretion for the Hospital's judgment or discretion; or (iii) set aside or extend a term of this Agreement Except by written agreement between the Hospital and the Union, no more than one (1) grievance shall be submitted to the same arbitrator at one (1) hearing. The arbitrator's award rendered in accordance with this Agreement shall be final and binding on the Hospital, the Union and all bargaining unit employees concerned.

Section 5. Patient or Family Member's Non-Appearance.

- (a) If the discharge of an employee results from conduct relating to a patient or a family member of a patient and the patient or family member does not appear at the arbitration, the arbitrator shall not consider the failure of the patient or family member to appear as prejudicial.
- (b) The term "patient" for the purpose of this Agreement shall include those seeking admission and those seeking care or treatment as well as those already receiving treatment.

ARTICLE 15

DISCIPLINE AND DISCHARGE

Section 1. Notification.

The Hospital will email or fax and mail to the District Union Offices in Baltimore, Maryland copies of any suspension or discharge within two (2) business days from the date it occurs. The Hospital's failure to mail a copy of the suspension or discharge within two business days shall not be grounds for overturning any suspension or discharge. If the Union desires to contest the discharge or any discipline, it shall file a written grievance in accordance with Article 13, Grievance Procedure.

Section 2. Discipline For Cause.

- (a) The Hospital shall have the authority to discipline and discharge employees for just cause. The Hospital and the Union agree that discipline may take various forms including but not limited to oral counseling, verbal warnings, written warnings, suspensions and demotions. No later than five (5) business days after completing its investigation of the behavior/misconduct leading to potential discipline, the Hospital will notify a bargaining unit employee that it is considering discipline or discharge for the behavior/misconduct at issue.

Section 3. Duration.

Disciplinary actions shall not be considered for purposes of imposing further discipline if the employee has not received discipline within one (1) year.

Section 4. Disciplinary Process.

The Hospital will not impose discipline before the public or other employees, unless the circumstances make it necessary to do so.

Section 5. Union Representation.

A bargaining unit employee, upon request, shall have the right to have a union delegate present during an investigatory meeting.

ARTICLE 16

NO STRIKES, WORK STOPPAGES, SLOW-DOWNS, REFUSALS TO CROSS PICKET LINES OR LOCK-OUTS

It is recognized that the Hospital is engaged in a public service requiring continuous operation and it is agreed that such obligation of continuous service also is accepted by the employees and the Union.

Section 1. Prohibited Conduct.

Therefore, the Union, its officers, agents, representatives and members shall not in any way, directly or indirectly, authorize, participate in, engage in, instigate, encourage, condone, or ratify any strike, sympathy. strike, honoring of a picket line, work stoppage, slow-down, boycott, sit-down, stay-in, refusal to work or to work overtime, picketing (of whatever form or type, including but not limited to informational picketing, recognition picketing or sympathy picketing), handbilling, patrolling, leafleting, or any form or type of self-help without exception, nor any other interference with nor interruption of work at any of the Hospital's operations for any reason whatsoever for the duration of this Agreement and any extensions or renewals of it. In consideration of the Union's acceptance of this Article, and in the absence of any breach of it by the Union or any of its members, the Hospital will not lock out the Union or its members who are employees for any labor dispute. However, a complete or partial reduction or discontinuance of operations by the Hospital for economic or other business reasons or a lay-off of the work force in whole or in part, shall not constitute a lock out.

Section 2. Union's Duties In Case of Prohibited Conduct by Employee(s).

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

- (a) Publicly disavow such action by the employees;
- (b) Advise the Hospital in writing that such action by employees has not been called or sanctioned by the Union;
- (c) Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately; and
- (d) Post notices on the Union bulletin boards advising that it disapproves such action. Notice delivered by telegraph, facsimile, overnight delivery or hand delivery will be valid for purposes of this Article.

Section 3. Rights and Remedies.

- (a) In the event of a claimed violation of this Article, the Hospital shall have the right, without warning and without waiving any of its other rights or remedies available under this Agreement or in law or equity, to seek and obtain immediate judicial restraint of the prohibited action, and the Union shall not remove the action. Similarly, the Hospital may, at its discretion, at any time proceed with an action in a court of law to enforce this Article regardless of, and without waiving its right to proceed in any other forum, such as through the grievance arbitration-procedure.
- (b) The Hospital shall have the unqualified right to discharge or otherwise discipline any or all employees who participate in any activity prohibited by this Article, irrespective of the penalty given any other employee for such conduct. Grievances and arbitration's concerning any employee(s) disciplined or discharged for violation of this Article shall be limited solely to a determination of whether the employee(s) engaged in conduct prohibited by this Article. The failure to confer a penalty for violation of this Article shall not be a waiver of the right to do so in any other instance, nor shall such failure establish a precedent of any kind. In the event of a claimed violation of the no-lockout provisions of Section 1 of this Article, the Union shall have the right, without warning and without waiving any of its other rights or remedies available under this Agreement or in law or equity, to seek and obtain immediate judicial restraint of the prohibited action, and the Hospital shall not remove the action. Similarly, the Union may, at its discretion, at any time proceed with an action in a court of law to enforce Section 1 of this Article regardless of, and without waiving its right to proceed in any other forum, such as through the grievance arbitration procedure.

Section 4. Limitation on Grievances.

A breach of Section 1 of this Article by the Union (or employees) shall not be subject to the grievance and arbitration procedures of this Agreement, other than as specifically provided in Section 3(a) and (b).

Section 5. Seniority.

Engagement in the conduct prohibited by Section 1 of this Article shall constitute a break in service and loss of all seniority.

ARTICLE 17

UNION REPRESENTATION

Section 1. Union Visitation.

Upon written 24-hour advance notice to the Executive Vice President of Human Resources or his or her designee, non-employee representatives of the Union shall be granted access to public, non-patient care areas of the Hospital at reasonable times and in a reasonable manner for the purpose of conferring with Hospital management or Union delegates. Such visitations shall not interfere with patient care or the orderly and efficient operation of the Hospital Employee Delegate Meetings.

Section 2. Employee Delegate Meetings.

- (a) The parties will strive to schedule meetings which will be attended by a Union delegate outside the delegate's work time. When this cannot be done, employees whom the Union has designated in writing as its delegates may request permission from their immediate supervisor, with reasonable advance notice, to leave their jobs during working hours for the purpose of attending a scheduled grievance meeting or attending an investigatory meeting involving a bargaining unit member when the bargaining unit member has requested a delegate's attendance. Such permission shall not be unreasonably withheld, but it shall not be granted at times when it interferes with patient care or the efficient operation of the Hospital. No more than one delegate will be released to attend a grievance meeting, except as needed for purposes of training or continuity of coverage or when a delegate is appearing as a grievant or a witness.
- (b) Time spent in such meetings shall be considered paid work time, but will not be considered hours worked for the purposes of computing overtime. Delegates shall be required to document the amount of time they spend the meetings described in this section.

Section 3. Leadership Conferences/Delegate Assemblies.

The Union will provide the Hospital with at least two (2) weeks' advance notice of its monthly Leadership Conference/Delegate Assembly meetings. Upon receiving such notice, the Hospital will make reasonable efforts to schedule employee delegates to permit them to attend the meeting.

Section 4. Bulletin Boards.

- (a) The Hospital will provide three (3) bulletin boards for the Union's use: 1) a designated board at or near the entrance for Hospital employees; 2) effective November 1, 2004, or the effective date of this Agreement, whichever is later, a designated board in the corridor leading from the

cafeteria entrance to the Hospital Board Room; and 3) a designated board in the employee lounge/locker rooms located on each floor.

- (b) The Union's use of these bulletin boards is restricted to the posting of official Union notices of Union meetings, Union elections and election results, Union appointments and Union recreational and social affairs. No material of a political, defamatory or inflammatory nature shall be included therein or otherwise posted.
- (c) Violation of any condition in this Section will allow the Hospital, at its discretion and after discussion with the Union, to remove the Union's bulletin boards to prevent further misuse and/or abuse.

ARTICLE 18

GROUP HEALTH INSURANCE

The Hospital currently pays a percentage of the cost of health insurance coverage based on the employment status of the employee and upon the type of coverage desired. The Hospital agree that bargaining unit employees shall have the opportunity to participate in the health insurance plans generally offered to employees of the Hospital at the same percentage cost as those employees not in the bargaining unit; provided, however, that the Hospital can change the percentage cost for bargaining unit employees as it changes the percentage cost for employees not in the bargaining unit. The Hospital further agree that if the cost to employees of health insurance coverage changes in the future, the Hospital will give prior notice to the Union as soon as reasonably practicable after becoming aware that such change will occur.

Section 1. Outline of Group Health Insurance Policy.

The Hospital makes available through the Flexible Benefits Program the option of enrolling in the health insurance plans which are offered to employees generally. Any eligible employee who does not select one of the health insurance plans made available to them by the Hospital must sign a Release of Responsibility statement indicating that they have health coverage through another source.

Section 2. Eligibility.

- (a) To be eligible to select health insurance coverage, an employee must be eligible to participate in the Flexible Benefits Program as outlined in that Article and in the applicable plan documents,

provided that the eligibility provisions in the applicable plan documents are not inconsistent with the eligibility requirements specified in this Agreement.

- (b) The waiting period to be eligible for health insurance coverage extends from an employee's date of hire to the first day of the next month following his/her completion of thirty (30) days of continuous employment in a benefits eligible position.

Section 3. Benefits.

- (a) In choosing a health insurance option, employees should carefully review each plan's brochure for information regarding covered services, providers and premium costs.
- (b) Once a selection has been made, employees should refer to their plan's brochure to determine the procedure for obtaining health care services.

Section 4. Cooperation.

- (a) Recognizing it is in the best interests of the Hospital and the Union to work cooperatively to obtain high quality, affordable health insurance, the Hospital will consider any ways to (1) improve the health coverage offered to bargaining unit employees and (2) reduce costs that the Union identifies. The Hospital will also consider any proposals for health insurance options presented by the Union and will upon request meet to discuss them.
- (b) The Hospital will provide the Union with relevant information in connection with changes it will make to premiums, percentage contributions, co-pays and deductibles or any other changes to the health insurance provided to employees at least thirty (30) days in advance of the changes. Thereafter, the Hospital will, upon the Union's request, meet and discuss such changes to the health insurance coverage provided prior to making such changes; any such discussions, however, will not delay the implementation of the changes unless the parties otherwise agree in writing. While the Hospital retains the right to make the changes specified in this paragraph, it is not the Hospital's intent to change the group health insurance provided to employees in such a way that the benefits are not, in the aggregate, comparable to the benefits provided prior to the changes.
- (c) Unless the parties otherwise agree in writing pursuant to subparts (a) and (b) of this Section, employees covered by this Agreement shall at all times be entitled to participate in the group health insurance provided to employees generally at a percentage cost that is no greater than that paid by employees generally.

Section 5. Hospital Policies.

Other rules and procedures relating to group health insurance plans are set forth in the Hospital's Policies and Procedures Manual

ARTICLE 19

DENTAL INSURANCE

Section 1. Eligibility.

- (a) To be eligible to select dental insurance coverage, an employee must be eligible to participate in the Flexible Benefits Program as outlined in that Article. Eligibility to participate will be determined in accordance with the applicable plan document provided that the eligibility provisions in the applicable plan document are not inconsistent with the eligibility criteria specified in this Agreement.
- (b) The waiting period to be eligible for dental insurance coverage extends from an employee's date of hire to the first day of the next month following his/her completion of sixty (60) days of continuous employment in a benefits eligible position.

Section 2. Benefits.

Employees should refer to Plan brochures to determine the covered benefits and the procedure for obtaining dental care services.

Section 3. Hospital Policies.

Other rules and procedures relating to dental insurance are set forth in the Hospital's Policies and Procedures Manual.

ARTICLE 20

LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

Section 1. Eligibility.

- (a) To be eligible to select life and accidental death and dismemberment (AD&D) insurance, an employee must be eligible to participate in the Flexible Benefits Program as outlined in that Article. Eligibility to participate will be determined in accordance with the applicable plan

document provided that the eligibility provisions in the applicable plan document are not inconsistent with the eligibility criteria specified in this Agreement.

- (b) The waiting period to be eligible for life and AD&D insurance coverage extends from a employee's date of hire to the first day of the next month following his/her completion of sixty (60) days of continuous employment in a benefits eligible position.

Section 2. Benefits.

- (a) Each regular full-time or regular part-time employee receives 1x annual salary up to a maximum of \$150,000. Additional coverage may be purchased subject to the terms of applicable plan documents.
- (b) Any amount of coverage for \$50,000 or more will be listed as imputed income on the employee's W-2 form which makes it added income subject to both federal and social security taxes.

Section 3. Hospital Policies.

Other rules and procedures relating to Life and AD&D insurance are set forth in the Hospital's Policies and Procedures Manual.

ARTICLE 21

FLEXIBLE BENEFITS PROGRAM

Section 1. Outline of the Program.

The Hospital provides employees with the flexibility of choosing the health care, dental care, vision care, life/accidental death and dismemberment insurance, and long-term and short-term disability insurance coverages that they believe most effectively meet their family and/or individual needs. Each benefit has a premium cost and eligible employees receive "flex dollars" to help defray the costs of the coverage(s) they choose. Changes to this Program or to specific benefits, carriers or providers, or the elimination of same, which the Hospital makes for employees generally will apply to bargaining unit members. The Hospital will provide the Union with at least thirty (30) days' notice of such changes and shall meet and discuss them with the Union upon request. Employees covered by this Agreement will be offered the benefits specified in this Article on the same terms and with the same conditions as they are offered to employees generally.

Section 2. Eligibility.

- (a) All regular full-time employees (that is, categorized as a .9 FTE or greater) covered by this Agreement are eligible for enrollment in the Flexible Benefits Program.

(b) All regular part-time employees covered by this Agreement categorized as a .5 through .8 FTE are eligible for enrollment in the Flexible Benefits Program.

(c) Per diem, temporary, and part time employees covered by this Agreement categorized as a .1 through .4 FTE are not eligible for enrollment in the Flexible Benefits Program.

Section 3. Receipt of Flex Dollars.

(a) All eligible employees receive flex dollars each pay period to help defray the costs of the coverage(s) they choose.

1. Regular full-time and .9 FTE employees receive 32 flex dollars.
2. Regular part-time employees (.5 through .8 FTE) receive 21 flex dollars.

(b) If an employee uses more credits than those allotted, the difference will be deducted from the employee's paycheck each pay period.

(c) If an employee uses fewer credits than those allotted, they will receive the extra credits, after taxes, as cash back each pay period.

(d) If the employee terminates during the year, the employee forfeits the amount not paid as of the date of his/her termination.

Section 4. Benefits Offered Under The Flex Plan.

(a) Group Health Insurance (Article 18)

(b) Dental Insurance (Article 20)

(c) Vision Insurance (As Provided To Employees Generally)

(d) Life and Accidental Death and Dismemberment Insurance (Article 21)

(e) Short Term Disability Insurance (Article 23)

1. Short Term Disability provides 60% of an employee's weekly pay up to a maximum of \$500.00 per week.

2. Benefits commence on the 31st consecutive day of disability.

Section 5. General Information.

(a) Once an employee makes his/her benefit choices, he/she cannot change the selection of benefits until the next open enrollment season. If there is a family status change, i.e., new birth, adoption, marriage, divorce, death of spouse or child, termination of spouse's employment resulting in the loss of insurance coverage under COBRA, the employee can make changes in the options selected under each benefit in the Flexible Benefits Program within time limits established by Hospital policy.

(b) The Hospital reserves the right to change or eliminate plan providers or administrators for the various insurance benefit plans referenced in this Article. The Hospital will provide the Union with at least thirty (30) days' notice of such changes and shall meet and discuss them with the Union upon request; provided, however, this meet and discuss period shall not delay implementation of any change unless the parties agree upon such a delay in writing. Employees covered by this Agreement shall at all times be entitled to participate in the benefits specified in this Article on no less than the same terms and conditions and no greater cost than offered to employees generally.

(c) Other rules and procedures relating to the Flexible Benefits Program are set forth in the Hospital's Policies and Procedures Manual.

ARTICLE 22

LONG TERM DISABILITY INSURANCE

Section 1. Eligibility.

- (a) To be eligible to select long-term disability coverage, an employee must be eligible to participate in the Flexible Benefits Program as outlined in that Article. Eligibility to participate will be determined in accordance with the applicable plan document provided that the eligibility provisions in the applicable plan document are not inconsistent with the eligibility criteria specified in this Agreement.
- (b) The waiting period to be eligible for long-term disability coverage extends from an employee's date of hire to the first day of the next month following his/her completion of sixty (60) days of continuous employment in a benefits eligible position.
- (c) A covered employee may be eligible for this benefit if he/she is on worker's compensation leave.

Section 2. Definition.

For purposes of this Article, disability may include injury, illness, or pregnancy, except that disabilities resulting from injury arising out of or in the course of any employment for which the employee is entitled to benefits under workers' compensation are excluded from this coverage.

Section 3. Benefits.

- (a) Long term disability insurance provides 60% of an employee's monthly pay up to a maximum of \$5,000.00 per month.
- (b) Benefits commence on the 91st consecutive day of disability. If benefits are available under short-term disability for the maximum duration (60 days), long-term disability will start on the first day of continuous disability following the expiration of short-term disability benefits.
- (c) Benefits may be reduced by any other income from such sources as Social Security Disability, pension benefits and workers' compensation benefits.
- (d) Long term disability insurance benefits cease when the disability ends, or when the employee dies or reaches age 65.

Section 4. Hospital Policies.

Other rules and procedures relating to long-term disability insurance are set forth in the Hospital's Policies Manual.

ARTICLE 23

SHORT TERM DISABILITY INSURANCE

Section 1. Eligibility.

- (a) To be eligible to select short-term disability coverage, an employee must be eligible to participate in the Flexible Benefits Program as outlined in that Article. Eligibility to participate will be determined in accordance with the applicable plan document provided that the eligibility provisions in the applicable plan document are not inconsistent with the eligibility criteria specified in this Agreement.
- (b) The waiting period to be eligible for short-term disability coverage extends from an employee's date of hire to the first day of the next month following his/her completion of sixty (60) days of continuous employment in a benefits eligible position.
- (c) A covered employee may be eligible for this benefit if he/she is on workers' compensation leave.

Section 2. Definition.

For purposes of this Article, disability may include injury, illness, or pregnancy, except that disabilities resulting from injury arising out of or in the course of any employment for which the employee is entitled to benefits under workers' compensation are excluded from this coverage.

Section 3. Benefits.

- (a) Short-term disability insurance provides 60% of an employee's weekly pay up to a maximum of \$500.00 per week.
- (b) Benefits commence on the 31st consecutive day of disability for a period of up to 8 weeks.
- (c) In cases where it has been certified that a covered employee's illness or injury is terminal, the benefit is payable immediately.
- (d) Benefits may be reduced by any other income from such sources as Social Security Disability, pension benefit and workers' compensation benefits.
- (e) Short term disability insurance benefits cease after 8 weeks or when the employee dies.

Section 4. Hospital Policies.

Other rules and procedures relating to short-term disability insurance are set forth in the Hospital's Policies and Procedures Manual.

ARTICLE 24

RETIREMENT PLAN

Section 1. Outline of the Plan.

Consistent with applicable law, the Hospital maintains an IRC Section 457b/401a Plan (the Plan) Eligibility to participate will be determined in accordance with the Plan document provided that the eligibility provisions in the Plan document are not inconsistent with the eligibility criteria specified in this Agreement.

Section 2. Contributions to the Plan.

- (a) For any employee who plans to participate in the Plan, the minimum employee contribution is one percent (1%) per pay period.
- (b) Subject to Section 3 of this Article, the Hospital will match employee contributions at the rate of 50% of the first 6% of compensation contributed by the employee to the Plan (maximum 3% match).
- (c) All full-time, part-time and per diem employees who meet the applicable Plan eligibility requirements may participate in the Plan.

Section 3. Changes to the Plan.

The Hospital may change the terms of the Plan as well as change or eliminate administrators and providers provided such changes are not inconsistent with the terms of this Agreement. The Hospital also retains the right to modify the Plan for bargaining unit members in order to remain in compliance with ERISA, IRS and any and all of the Federal, State and local laws and regulations applying to administration or maintenance of the Plan. The Hospital will provide at least thirty (30) days' advance notice of such changes to the Union and will, upon request, meet with the Union to discuss options for remaining in compliance and any impact on members of the bargaining unit; provided, however, this meet and discuss period shall not delay implementation of any change unless the parties agree upon such a delay in writing.

Section 4. Hospital Policies.

Additional procedures and rules relating to the Plan are set forth in the Plan document and the Hospital's Policies and Procedures Manual.

ARTICLE 25

MISCELLANEOUS PROVISIONS

Section 1. Due Notice to Employees.

Hospital notification to an employee shall be deemed due and sufficient for the purposes of this Agreement if the notification is made personally, by written memorandum, or by registered or certified mail or telegram delivered to the employee's last known address as shown on his personnel record maintained by the Hospital. It shall be the responsibility of each employee to keep the Hospital informed of his current address and telephone number. For the purpose of computing any notification period, the day the notice is sent shall not be included.

Section 2. Medical Examinations.

In the interest of safeguarding the health of employees and of patients, the Hospital may require employees to take a medical examination at the time they are hired, after an offer of employment has been made, or at such other times as this may be advisable.

Section 3. Uniforms.

The Hospital will provide uniforms in accordance with Hospital and departmental policies.

Section 4. Job Descriptions.

Written job descriptions which have been finalized by the Hospital shall be provided to employees upon request. The Hospital will provide the Union with any new or modified job descriptions at least twenty (20) days in advance of their implementation and upon request shall meet with the Union to discuss them.

Section 5. Employee Assistance Program.

Bargaining unit employees will have access to an Employee Assistance Program on the same basis as it is generally available to other employees.

Section 6. Labor-Management Committee.

Representatives of the Union and the Hospital shall meet on a monthly basis about issues of mutual concern. The number and composition of the committee shall be mutually agreed upon by the parties. Grievances shall not be considered an appropriate subject matter for discussion at Labor-Management Committee meetings. Unless otherwise agreed, one agenda item for the Labor-Management Committee will be a discussion of issues affecting employees in the technical employee classifications covered by this Agreement.

Section 7. Labor Management Relations.

If there are issues of concern relating to a specific classification, the Hospital will, upon request and reasonable notice, meet with representatives of the classification to discuss the issues of concern.

Section 8. Substance Abuse.

- (a) The Hospital and the Union share a deep concern about the problem of substance abuse in the workplace. In order to promote a drug and alcohol free workplace for the safety of the Hospital's employees, visitors, and patients, the manufacture, distribution, dispensation, possession, use or being under the influence of drugs or alcohol in the Hospital, on Hospital time, or in a manner that adversely affects Hospital operations or its reputation in the community, is strictly prohibited. This policy does not apply to prescription or over-the-counter drugs possessed or used in a valid manner by employees, provided the use of such drugs does not pose a threat to the health or safety of the employee or others at the Hospital.
- (b) The Hospital reserves the right, at its cost and in a professional and lawful manner using reasonable safeguards for confidentiality and accuracy, to require all employees to submit to testing of their breath, hair, saliva, urine or blood for the presence of drugs or alcohol in the following circumstances: (1) where there is a reasonable suspicion, based on objective factors confirmed by at least one supervisor and the Department Director or Executive Vice President of Human Resources, that the employee is under the influence of drugs or alcohol; (2) after the employee is involved in a workplace accident or injury; or (3) on a random or scheduled basis in connection with disciplinary action imposed against an employee or approved treatment of the employee required by the Hospital. The Hospital also reserves the right to engage in a reasonable search of the person or any personal storage or belongings in the circumstances specified in this subsection.
- (c) If an employee has confirmed positive test results and has not previously violated this policy, the Hospital may, in its reasonable discretion, as an alternative to immediate termination of the employee, require the employee to successfully complete a suitable treatment program through a certified substance abuse treatment program at no additional expense to the Hospital. If the employee refuses such treatment or does not complete it successfully, s/he will be subject to immediate discharge. An employee whose test results are confirmed positive after a previous violation of this policy, or who refuses to submit to testing under this policy, will be subject to immediate discharge.
- (d) Any other matters relating to substance abuse and or testing for substance abuse will be governed by current applicable Hospital policies, subject to the provisions of Article 25.7.

Section 9. Inclement Weather.

In cases of inclement weather, the following rules and/or procedures will be followed:

- (a) Employees will be given a grace period of two (2) hours to report for their scheduled shift. Employees arriving within the grace period will be paid for a full shift.
- (b) Employees arriving after the grace period will only be paid for the actual hours worked. Hours will be charged as regular or overtime hours, as appropriate. Employees eligible for shift differential will receive the differential for any hours actually worked during their shift(s).
- (c) Any absence or occasion of tardiness due to inclement weather beyond the two (2) hour grace period will not be considered as an unscheduled or unauthorized absence or tardy, unless the employee is offered and refuses transportation to the Hospital. Any absence or occasion of tardiness due to inclement weather will be charged to the employee's accrued annual leave. If the employee has exhausted annual leave, the time will be charged to leave without pay (LWOP).
- (d) If an employee is required to remain on duty, he/she will be paid based on hours worked and in accordance with the provisions of the Fair Labor Standards Act. Employees will also be provided any benefit or accommodation generally offered to other Hospital employees during emergencies.
- (e) Employees who choose to stay on-site following the end of their shift, but are not performing work, will not be paid for this time.
- (f) The parties recognize that the Hospital provides essential services vital to the community. Consequently, employees will be expected to make every effort to report to work in inclement weather. Nevertheless, where available, and depending on the Hospital's operational needs, the Hospital will endeavor to provide transportation to employees who are unable to report to work on Hospital designated inclement weather days.
- (g) The Hospital will, in its sole discretion, determine when inclement weather conditions exist within the meaning of this Article and will communicate this determination to employees covered by this Agreement.

Section 10. Hospital Policies.

To the extent a subject or matter is not specifically covered by this Agreement, the applicable Hospital policies, including human resources and patient care policies, shall govern. The Hospital shall have the right and authority to modify, eliminate or create new policies, including human resources and patient care division policies, to the extent their specific subject matter is not covered by this Agreement. The Hospital shall provide a copy of any new or modified policies to the Union at least thirty (30) days prior to their implementation. Upon request, the

Hospital will meet and discuss new or modified policies with the Union, and will consider the Union's input prior to implementing the new or modified policies.

ARTICLE 26

TRAINING AND EDUCATION

Section 1. Training and Education Committee.

The Hospital and the Union recognize that the future of health care is in a state of flux, and that jobs currently being performed by the bargaining unit employees may require additional education and clinical instruction, including technical skills training, clinical practice, and on-the-job experience/training. Accordingly, the parties agree to create a Training and Education committee, which shall be composed of:

- (a) Three (3) members selected by the Hospital
- (b) Three (3) members selected by the Union
- (c) The Hospital's Executive Vice President of Human Resources, or his/her designee, who shall serve as Chairperson of the Committee.

The Committee will meet on a quarterly basis to discuss opportunities for skills enhancement for bargaining unit members and other items of mutual interest related to training and education of bargaining unit members. Bargaining unit employees who are members of the Committee will be paid at their base rate as defined in Article 8 for up to two (2) hours. Time spent in these meetings will be considered hours worked for purposes of calculating overtime.

All new hires and incumbents are eligible to participate in educational curriculums that may enhance their career through advancement, certification or licensing, in accordance with Hospital policies and procedures.

Section 2.

It is recognized and agreed that the Committee's only role is to serve in an advisory role to the Hospital and it shall not, in any way, infringe upon Management's rights, whether or not contained in Article 28 or elsewhere in this Agreement.

Section 3. Tuition Reimbursement for LPNs

- (a) Tuition assistance is financial assistance provided by the Hospital to encourage and assist LPNs in improving on-the-job skills and developing professionally in areas, which will offer a benefit both to the LPN and the Hospital.
- (b) Regular full-time LPNs who have been employed at the Hospital for at least one year are eligible to apply for tuition assistance.
- (c) The benefit year for tuition assistance shall be the calendar year.
- (d) Eligible LPNs may receive up to 75% of the cost of tuition up to \$2000 per year, except that if an LPN chooses to receive training at the University of the District of Columbia, the LPN may receive up to 75% of the cost of tuition up to \$3000 per year.
- (e) LPNs seeking reimbursement shall submit to their immediate supervisor a Request for Educational Reimbursement form together with course grades and appropriate receipts for tuition. If the LPN receives a "C" or better in the course, reimbursement of 75% will be made to the nurse in the following manner: one-half upon completion of the course and one-half after six (6) months of continuous employment.

Section 4. Professionally Licensed Workers and Workers Requiring Membership in National Associations and Boards.

The Hospital shall reimburse each employee a total of up to \$300.00 a year in educational and licensure costs for the following:

- Renewal fee for DC Licensure
- the Hospital will pay for the membership fee for any national association or board; and
- the Hospital will pay the cost for CEU's needed to maintain national association or board membership.

In addition to funding, the hospital will provide three (3) days a year of administrative time for the purpose of attending instructional classes, provided the following criteria are met:

- The program or class is directly related to the employee's current duties;
- The program or class is required for licensing or certification, in order to maintain the employee's current job at the Hospital;
- A written application to the appropriate manager is made at least four (4) weeks in

advance of the beginning of the program or class;

- Prior written approval is obtained from the appropriate manager in accordance with existing Hospital policies and procedures.

Section 5. Internal Training Plan.

The Hospital is committed to the development and implementation of an internal program that will ensure training and upgrading opportunities for bargaining unit members at a level of benefits no less than under the prior Collective Bargaining Agreement.

ARTICLE 27

HEALTH AND SAFETY

Section 1. Cooperation in Health and Safety.

Both the Union and the Hospital shall cooperate in the promotion of the Hospital's health and safety policies. The Hospital shall maintain such safe and sanitary conditions as in its judgment are necessary to protect and preserve the health and welfare of its employees, patients and family members. When employees raise safety concerns, an employee representative shall have input in the resolution of these concerns by the Hospital.

Section 2. Security of Employees.

In order to provide for the protection and safety of employees who are arriving at or leaving work when it is dark, at such times the Hospital will provide on-site, professional security guards and security surveillance.

Section 3. Health and Safety.

The Director of the Hospital Division of the Union shall appoint two bargaining unit members to membership on the Hospital's Health and Safety Committee. The bargaining unit members who serve on the Health and Safety Committee will be paid for time spent in committee meetings.

Section 4. Safety Concerns.

Safety concerns of the employees should be brought to the attention of their immediate supervisors or the Administrative Supervisor through the Hospital page system who will then, as appropriate, contact the Hospital safety officer. In the event an employee believes his/her safety is at risk, the employee will not be deemed insubordinate for discontinuing the performance of the task, until such time as the Health and Safety Officer is contacted and confirms the safety of the situation.

Section 5. Training.

The Hospital agrees that employees placed in high-risk positions will receive the applicable Universal Health Training as needed.

ARTICLE 28

MANAGEMENT RIGHTS

Section 1. Functions.

All management rights, authority, functions and responsibilities which are not unequivocally and expressly restricted or limited by a specific provision of this Agreement are retained by the Hospital and shall remain vested exclusively in its sole discretion without regard to any past practice or condition.

The parties recognize that such rights, authority, functions and responsibilities include but are not limited to: the full control, planning, management and operation of its business and its facilities; the determination and scope of its activities and/or treatments, procedures, products or services to be offered, developed, eliminated, modified or used and all methods pertaining thereto, including the location, size and number of units, departments and facilities; the determination of materials, parts, products, machinery and equipment to be acquired, utilized or discontinued and the layout and scheduling thereof; the determination of hiring and qualifications for employees; the training of new employees; the right to require employees to submit to a medical examination by the Hospital; the establishment of quality standards and performance standards, procedures and evaluations; the right to determine, increase or decrease staffing for any unit or department; the determination of employee schedules and the right to require overtime work of employees; the right to utilize, assign and/or transfer employees as necessary in the interests of operational efficiency and patient care; the right to organize, reorganize, combine or discontinue units or departments, or to transfer, contract or subcontract all or any portion of the work now or hereafter done by employees regardless of whether it may cause a reduction in the workforce; the right to introduce new or improved procedures, methods, treatments, services, machinery or equipment, to make technological changes or to discontinue procedures, methods, treatments, services, machinery or equipment regardless of whether such introduction, use or discontinuance may cause a reduction in the working force; the right to lay off or RIF employees; the right to discipline, suspend, demote or discharge employees for cause; the right to promote or transfer employees; the determination of which of its units, departments, facilities or services or any part thereof shall be opened, operated, relocated, shut down, sold, transferred or abandoned; the right to terminate, merge, consolidate, sell or otherwise transfer its business or any part thereof; the right to enter joint ventures; the determination of the number of employees and the assignment of duties thereto; the right to select lead and supervisory personnel and the assignment of their work, including the right to assign temporarily to

supervisors work normally performed by members of the unit covered by this Agreement; the staffing of equipment and the right to change, increase or reduce the same; the right to establish, combine, add, change or abolish jobs, duties, classifications and descriptions and to establish and assign pay grades to any new, changed or combined jobs; the right to assign duties normally performed by members of the unit covered by this Agreement to employees in classifications not covered by this Agreement; and the right to maintain order and efficiency. The Hospital agrees that it will not exercise these rights in a manner inconsistent with the terms of this Agreement.

Section 2. Subcontracting and Technological Change.

The Hospital has the right to discontinue operations in whole or in part, to subcontract, to transfer, sell or otherwise dispose of its business in whole or in part, to determine the number and type of employees required and to take such other measures as management may determine to be helpful to the orderly or economic operation of the Hospital. The Union recognizes that the Hospital may introduce revisions in the method or methods of operation due to technological change or otherwise. The Union agrees that nothing contained in this Agreement shall prevent the implementation of any program or work force reductions to be hereinafter undertaken by the Hospital in connection with the exercise of the rights specified in this Article. The Hospital will notify the Union thirty (30) days prior to the implementation of any subcontract that will result in the lay off of employees. At the Union's request, the Hospital will meet and discuss the impact on employees of the implementation of such subcontract.

Section 3. Workplace Restructuring.

The Hospital has the right to devise and implement changes, including but not limited to changes in job duties, job classifications, job standards, performance requirements and any and all related matters including pay rate changes, as a result of or identified by any restructuring, reengineering or similar process. The Hospital will notify the Union thirty (30) days prior to the implementation of any Hospital-wide restructuring that will result in employees being placed in a new or different classification. At the Union's request, the Hospital will meet and discuss the impact on employees of the implementation of Hospital-wide restructuring.

Section 4. Notice of New or Changed Job Classifications.

The Hospital will provide the Union with at least thirty (30) days notice of any changes to or creation or elimination of job classifications or job descriptions and shall meet with the Union upon request to discuss same.

ARTICLE 29

ENTIRE AGREEMENT

Section 1. No Prior Agreements or Obligations.

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. All of the understandings, agreements and undertakings arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. For the life of this Agreement and any extensions of it, all past practices and/or prior agreements or undertakings, whether written or oral, express or implied, are hereby canceled and shall have no further force or effect.

Section 2. No Continuing Bargaining Duty.

The Union unqualifiedly waives any further bargaining and agrees that the Hospital will not be obligated to bargain collectively under the National Labor Relations Act with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement. The Union further agrees that matters not covered by this Agreement shall remain within the discretion of the Hospital and may be modified or eliminated without bargaining or negotiations thereon.

Section 3. Resolution of Pending Disputes.

The parties agree that this Agreement resolves all matters in dispute between the Hospital and the Union as of the date of its ratification. Those matters include any disagreements, charges, or litigation that have arisen from the Hospital's actions with respect to its employees and unit members.

ARTICLE 30

CHANGE IN OWNERSHIP

If ownership of the Hospital is changed, the Hospital will provide the Union with written notice of the ownership change at least sixty (60) days prior to the effective date of the change, and upon request from the Union, meet and bargain over the effects.

The Hospital agrees that if there is to be a closure of the Hospital, the Hospital will notify the Union no less than sixty (60) calendar days in advance of the final implementation of such action and will give the Union the opportunity, upon request, to bargain over the effects of such action on the bargaining unit employees.

In the event of the sale or transfer of the Hospital, the Hospital will notify the Union no less than sixty (60) calendar days in advance of the final implementation of such action, and prior to the sale or transfer, the Hospital shall inform the prospective acquiring entity of the existence of this collective bargaining agreement ("Agreement") and of its terms and conditions, shall provide a copy of this Agreement to the acquiring entity, and shall require as a condition of the sale that the acquiring entity shall assume (by written instrument executed with the Union) this Agreement between the Hospital and the Union.

In the event of a merger of the Hospital, the Hospital will give the Union sixty (60) days notice prior to the merger and the Hospital shall inform the prospective surviving entity of the existence of this Agreement and of its terms and conditions and shall provide a copy of this Agreement to the surviving entity. The Hospital shall also require, as a condition of the merger, that the surviving entity agree (by written instrument executed with the Union) as follows: "In the event that the [surviving entity] has a legal obligation under the NLRA or District of Columbia law to recognize the Union as the representative of employees in an appropriate unit as a successor to the Hospital, the surviving entity will assume and apply the collective bargaining agreement in effect at the time of the merger to such employees."

ARTICLE 31

SEVERABILITY

The terms of this Agreement shall be enforceable only to the extent permitted by law. Should any term be limited in its enforceability or be unenforceable, the remaining terms of this Agreement shall remain in full force and effect.

ARTICLE 32

DURATION OF AGREEMENT

This Agreement shall be in full force and effect from the 1st day of October, 2014, to and including the 30th day of September 2017, and thereafter it shall be considered automatically renewed for successive periods of twelve (12) months unless at least ninety (90) days prior to the end of the twelve (12) month effective period, either party shall serve written notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this Agreement.

AGREED:

FOR:

**1199 SEIU
Healthcare Workers East**

**United Medical Center
Not For Profit Hospital Corporation**



Antionette Turner

Vice President, Maryland/DC Region

Date: 12/21/2015



Andrew L. Davis

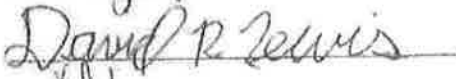
Interim Chief Executive Officer

Date:



Calvin Lucas

Delegates



SIDE LETTER

DUES PAYMENTS

Antoinette Turner
Vice President, Maryland/DC Region
1199 SEIU United Healthcare Workers East
611 North Eutaw Street
Baltimore, MD 21201

Re: United Medical Center – Side Letter Regarding Designated Charities for Section 1(d) of Article 2, Union Membership and Dues

Dear Ms. Turner:

This side letter confirms the parties' agreement regarding Section 1(d) of Article 2, Union Membership and Dues, of the collective bargaining agreement between United Medical Center ("the Hospital") and 1199 SEIU United Healthcare Workers East ("the Union") for the period October 1, 2014 through and including September 30, 2017 (the "CBA").

Specifically, unless otherwise jointly revised, the parties agree to designate the following three (3) non-religious charities for the Union to donate the equivalent sum paid by employees who are members of a bona fide religion that has historically held conscientious objection to joining or financially supporting labor organizations: (1) Bread for the City; (2) HOPE; and (3) So Others Might Eat (SOME).

The parties further agree to the application of this Side Letter, and the designation non-religious charities, shall apply to the extent that it is consistent with applicable law.

This Side Letter will be in effect during the term of the CBA.

Sincerely,




Andrew L. Davis

Interim Chief Executive Officer

United Medical Center

Agreed and Accepted:



Antoinette Turner

Vice President, Maryland/DC Region

1199 SEIU United Healthcare Workers East

APPENDIX A – BARGAINING UNIT POSITIONS

Anesthesia Maintenance Technician
Cardiac Catheter Technician
Cardiology Technician
Cardiovascular Tech I
Cashier I
Cashier II
Cashier III
Certified Cardiovascular Technician II
Certified CT Tech
Certified EEG Technician
Certified Nursing Assistant
Certified Nuclear Medicine Technician
Certified Occupational Therapy Assistant
Certified Physical Therapy Assistant
Certified Respiratory Therapist
Certified SPD Technician
Certified Special Procedures Technician
Chief EEG Technician
Clerk
Clerk I
Clerk II
Clerk III
Clerk IV
Clerk Typist
Compactor Operator
Cook I
Cook II
Cook III
CRT Cardiac Sonographer
CT Technologist
Delivery Room Technician
Dialysis Technician
Dispatcher
Emergency Room Technician I
Emergency Room Technician II
Engraver
Environmental Service Attendant I
Environmental Service Attendant II
Food Service Worker I
Food Service Worker II
Hyperbaric Technician
Inventory Control Coordinator
Lead Radiographer
Licensed Physical Therapy Assistant
Linen Technician I

Linen Technician II
LPN I
LPN II
LPN III
LPN-SNF
Mammography Technician
Medical Laboratory Technician I
Medical Laboratory Technician II
Medical Records Analyst
Medical Records Analyst II
Medical Records Technician
Medical Secretary I
Medical Secretary II
Medical Secretary III
Medical Transcriptionist
Medical Transcriptionist II
Medical/Surgical Technician I
Medical/Surgical Technician II
Monitor Technician
MRI Technologist
Occupational Therapy Assistant
Occupational Therapy Technician I
Office Assistant
Office Manager I
Office Manager II
Operating Room Technician I
Operating Room Technician
Orderly
Orthopedic Technician
PACU Technician
Patient Coordinator
Patient Relations Liaison
Patient Transporter
Patient Transporter/Dispatcher
Payroll Clerk
Pharmacy Technician I
Pharmacy Technician II
Pharmacy Technician III
Phlebotomy/Accessing Technician
Printer
Physical Therapy Technician I
Psychiatry Technician I
Psychiatry Technician II
R/E Radiation Therapy Technician
R/E Radiographer
R/E Ultrasound Technician

Radiation Therapy Assistant
Radiation Therapy Technician
Radiology Assistant
Recreation Assistant
Registered Cardiac Sonographer
Registered Cardiovascular Technician II
Registered Radiographer
Registered Radiographer II
Registered Respiratory Therapist
Registered Special Procedures Technician
Registered Ultrasound Technician
Rehabilitation Technician
Reproduction/Graphic Assistant
Resident Care Assistant
Respiratory Therapist
Respiratory Therapy Assistant
Respiratory Therapy Technician
Restorative Aide
Secretary I
Secretary II
Secretary III
SPD Charge Technician
SPD Technician
Special Procedures Technician
Surgical Assistant I
Surgical Assistant II
System Coordinator
Telecommunications Operator I
Telecommunications Operator II
Testing Coordinator
Uncertified EEG Technician
Uncertified Histologist
Uncertified Nuclear Medicine Technician
Uncertified Physical Therapy Assistant
Unit Assistant
Unit Secretary I
Unit Secretary II
Utility Worker I
Utility Worker II

The following positions were bargaining unit positions that, according to the Hospital's records, have been eliminated and/or currently have no incumbent employees. In the event the Hospital re-fills or recreates or has employees working in any of these positions, the incumbent employees will be covered by this Agreement.

Accounting Clerk
Accounts Payable Clerk
Catering Associate
Chief Radiation Therapy Tech
Chief Respiratory Therapist
Collection Clerk
Correspondence Secretary
Dialysis Tech/Supply Clerk
Graphic Artist
Lead Clerk
Monitor Technician Trainee
Occupational Therapy Aide
OR/ER Supply Technician
Per Diem LPN
P/V/ LPN
Physical Therapy Aide I
Physical Therapy Aide II
Registration Clerk
Sales Clerk

APPENDIX B - PER DIEM HOURLY RATES

Position Title	Rate as of 9/30/14	Year 1 10/1/2014	Year 2 10/1/2015	Year 3 10/1/2016
P/D Certified Phleb/Access Technician	\$16.20	\$16.69	\$17.11	\$17.54
P/D Medical Records Analyst	\$16.64	\$17.14	\$17.57	\$18.01
P/D Medical Records Analyst II	\$22.26	\$22.93	\$23.50	\$24.09
P/D Medical Records Technician	\$14.40	\$14.83	\$15.20	\$15.58
PM Certified CT Technologist	\$37.39	\$38.51	\$39.47	\$40.46
P/D CT Technologist	\$36.14	\$37.22	\$38.15	\$39.10
P/D PIE Radiographer	\$23.67	\$24.38	\$24.99	\$25.61
P/D CRT Cardiac Sonographer	\$22.32	\$22.99	\$23.56	\$24.15
P/D Registered Radiographer	\$31.16	\$32.09	\$32.89	\$33.71
P/D Registered Ultrasound Technician (Also known as Ultrasonographer)	\$29.91	\$30.81	\$31.58	\$32.37
P/D R/E Ultrasound Technician	\$35.28	\$36.34	\$37.25	\$38.18
P/D Registered CT Technologist	\$29.91	\$30.81	\$31.58	\$32.37
P/D Certified Medical Laboratory Technician	\$21.82	\$22.47	\$23.03	\$23.61
P/D Respiratory Therapist	\$28.04	\$28.88	\$29.60	\$30.34
P/D Certified Respiratory Therapist	\$32.17	\$33.14	\$33.97	\$34.82
P/D Registered Respiratory Therapist	\$30.09	\$30.99	\$31.76	\$32.55
P/D Occupational Therapy Aide	\$10.66	\$10.98	\$11.25	\$11.53
P/D Emergency Room Technician	\$16.20	\$16.69	\$17.11	\$17.54
P/D OR Technician	\$20.54	\$21.16	\$21.69	\$22.23
P/D Surgical Assistant I	\$23.67	\$24.38	\$24.99	\$25.61
P/D Surgical Assistant II	\$24.45	\$25.18	\$25.81	\$26.46
P/D Uncertified EEG Technician	\$25.67	\$26.44	\$27.10	\$27.78
P/D Physical Therapy Assistant	\$22.44	\$23.11	\$23.69	\$24.28
ND Med/Surg Technician	\$16.54	\$17.04	\$17.47	\$17.91
P/D Monitor Technician	\$16.54	\$17.04	\$17.47	\$17.91
P/D LPN	\$20.37	\$20.98	\$21.50	\$22.04
P/D Delivery Room Technician	\$18.16	\$18.70	\$18.45	\$18.91
P/D Reg/Cert Nuclear Med Technician	\$35.28	\$36.34	\$37.25	\$38.18
P/D Pharmacy Technician	\$24.03	\$24.75	\$25.37	\$26.00
P/D Mammography Technician	\$26.80	\$27.60	\$28.29	\$29.00

APPENDIX C – MINIMUM RATES OF PAY AT TIME OF HIRE

Pay Grade	Position	Base Rate as of 9/30//14	Year 1 10/01/14	Year 2 10/1/15	Year 3 10/01/16
S02	Sales Clerk	\$10.66	\$10.98	\$11.25	\$11.53
S08	Utility Worker I	\$10.66	\$10.98	\$11.25	\$11.53
S09	Clerk	\$10.66	\$10.98	\$11.25	\$11.53
S09	Linen Technician I	\$10.66	\$10.98	\$11.25	\$11.53
S10	Clerk I	\$10.66	\$10.98	\$11.25	\$11.53
S10	Environmental Services Att I	\$10.66	\$10.98	\$11.25	\$11.53
S10	Linen Technician II	\$10.66	\$10.98	\$11.25	\$11.53
S11	Telecommunications Operator I	\$10.86	\$11.19	\$11.47	\$11.76
S11	Utility Worker II	\$10.86	\$11.19	\$11.47	\$11.76
S11	Occupational Therapy Aide	\$10.86	\$11.19	\$11.47	\$11.76
S11-M	Physical Therapy Aide I	\$12.17	\$12.54	\$12.85	\$13.17
S11	Unit Assistant	\$10.86	\$11.19	\$11.47	\$11.76
S11	Patient Transporter/Disp.	\$10.86	\$11.19	\$11.47	\$11.76
S11	Patient Transporter	\$10.86	\$11.19	\$11.47	\$11.76
S11	Food Service Worker I	\$10.86	\$11.19	\$11.47	\$11.76
S11	Recreation Assistant	\$10.86	\$11.19	\$11.47	\$11.76
S12	Clerk II	\$11.40	\$11.74	\$12.03	\$12.33
S12	Cashier I	\$11.40	\$11.74	\$12.03	\$12.33
S12	Environmental Services Att II	\$11.40	\$11.74	\$12.03	\$12.33
S12	Compactor Operator	\$11.40	\$11.74	\$12.03	\$12.33
S12	Physical Therapy Aide II	\$11.40	\$11.74	\$12.03	\$12.33
S13	Lead Clerk	\$12.00	\$12.36	\$12.67	\$12.99
S13	Food Service Worker II	\$12.00	\$12.36	\$12.67	\$12.99
S13	Certified Nursing Assistant	\$12.00	\$12.36	\$12.67	\$12.99
S13	Clerk Typist	\$12.00	\$12.36	\$12.67	\$12.99
S13	Unit Secretary I	\$12.00	\$12.36	\$12.67	\$12.99
S13	Telecommunications Operator II	\$12.00	\$12.36	\$12.67	\$12.99
S13	OR/ER Supply Technician	\$12.00	\$12.36	\$12.67	\$12.99
S13	SPD Technician	\$12.00	\$12.36	\$12.67	\$12.99
S13	Respiratory Therapy Assistant	\$12.00	\$12.36	\$12.67	\$12.99
S13	Restorative Aide	\$12.00	\$12.36	\$12.67	\$12.99
S13	Orderly	\$12.00	\$12.36	\$12.67	\$12.99

S14	Catering Associate	\$12.00	\$12.36	\$12.67	\$12.99
S14	Clerk III	\$12.58	\$12.96	\$13.28	\$13.61
S14	Medical Records Technician	\$12.58	\$12.96	\$13.28	\$13.61
S14	Cook I	\$12.58	\$12.96	\$13.28	\$13.61
S14	Certified SPD Technician	\$12.58	\$12.96	\$13.28	\$13.61
S14	Occupational Therapy Technician	\$12.58	\$12.96	\$13.28	\$13.61
S14	Physical Therapy Technician I	\$12.58	\$12.96	\$13.28	\$13.61
S14	Medical/Surgical Technician I	\$12.58	\$12.96	\$13.28	\$13.61
S14	PACU Technician	\$12.58	\$12.96	\$13.28	\$13.61
S14	Psychiatry Technician I	\$12.58	\$12.96	\$13.28	\$13.61
S14	Monitor Technician Trainee	\$12.58	\$12.96	\$13.28	\$13.61
S15	Accounts Payable Clerk	\$13.22	\$13.62	\$13.96	\$14.31
S15	Engraver	\$13.22	\$13.62	\$13.96	\$14.31
S15	Phlebotomy/Access Technician	\$13.22	\$13.62	\$13.96	\$14.31
S15	Printer	\$13.22	\$13.62	\$13.96	\$14.31
S15	Radiology Assistant	\$13.22	\$13.62	\$13.96	\$14.31
S15	Secretary I	\$13.22	\$13.62	\$13.96	\$14.31
S15	Unit Secretary II	\$13.22	\$13.62	\$13.96	\$14.31
S15	SPD Charge Technician	\$13.22	\$13.62	\$13.96	\$14.31
S15	Radiation Therapy Assistant	\$13.22	\$13.62	\$13.96	\$14.31
S16	Clerk IV	\$13.87	\$14.29	\$14.65	\$15.02
S16	Accounting Clerk	\$13.87	\$14.29	\$14.65	\$15.02
S16	Cashier II	\$13.87	\$14.29	\$14.65	\$15.02
S16	Cook II	\$13.87	\$14.29	\$14.65	\$15.02
S16	Emergency Room Technician I	\$13.87	\$14.29	\$14.65	\$15.02
S16	Inventory Control Coordinator	\$13.87	\$14.29	\$14.65	\$15.02
S16	Pharmacy Technician I	\$13.87	\$14.29	\$14.65	\$15.02
S16	Reproduction/Graphic Assistant	\$13.87	\$14.29	\$14.65	\$15.02
S16	Rehabilitation Technician	\$13.87	\$14.29	\$14.65	\$15.02
S16	Medical/Surgical Technician II	\$13.87	\$14.29	\$14.65	\$15.02
S16	Psychiatry Technician II	\$13.87	\$14.29	\$14.65	\$15.02
S16	Delivery Room Technician	\$13.87	\$14.29	\$14.65	\$15.02
S16	Dispatcher	\$13.87	\$14.29	\$14.65	\$15.02
S17	Patient Coordinator	\$14.56	\$15.00	\$15.38	\$15.76
S17	Registration Clerk	\$14.56	\$15.00	\$15.38	\$15.76
S17	Secretary II	\$14.56	\$15.00	\$15.38	\$15.76
S17	Medical Secretary I	\$14.56	\$15.00	\$15.38	\$15.76
S17	Medical Records Analyst	\$14.56	\$15.00	\$15.38	\$15.76
S17	Respiratory Therapy Technician	\$14.56	\$15.00	\$15.38	\$15.76
S17	Orthopedic Technician	\$14.56	\$15.00	\$15.38	\$15.76
S17	Monitor Technician	\$14.56	\$15.00	\$15.38	\$15.76

S18	Payroll Clerk	\$15.29	\$15.75	\$16.14	\$16.54
S18	Pharmacy Technician II	\$15.29	\$15.75	\$16.14	\$16.54
S18	Office Assistant	\$15.29	\$15.75	\$16.14	\$16.54
S18	Cashier III	\$15.29	\$15.75	\$16.14	\$16.54
S18	Collection Clerk	\$15.29	\$15.75	\$16.14	\$16.54
S18	Cook III	\$15.29	\$15.75	\$16.14	\$16.54
S18	Emergency Room Technician II	\$15.29	\$15.75	\$16.14	\$16.54
S18	Operating Room Technician I	\$15.29	\$15.75	\$16.14	\$16.54
S18	Cardiology Technician	\$15.29	\$15.75	\$16.14	\$16.54
S18	Patient Relations Liaison	\$15.29	\$15.75	\$16.14	\$16.54
S19	Secretary III	\$16.04	\$16.52	\$16.93	\$17.35
S19	Corr. Secretary	\$16.04	\$16.52	\$16.93	\$17.35
S19	Medical Laboratory Technician I	\$16.04	\$16.52	\$16.93	\$17.35
S19	Testing Coordinator	\$16.04	\$16.52	\$16.93	\$17.35
S19	Medical Secretary II	\$16.04	\$16.52	\$16.93	\$17.35
S19-	Medical Records Analyst II	\$16.70			
M			\$17.20	\$17.63	\$18.07
S19-	Dialysis Technician	\$16.70			
M			\$17.20	\$17.63	\$18.07
S19-	Uncertified EEG Technician	\$17.12			
M1			\$17.63	\$18.08	\$18.53
S19	LPN I	\$16.04	\$16.52	\$16.93	\$17.35
S19	Dialysis Tech/Supply Clerk	\$16.04	\$16.52	\$16.93	\$17.35
S20	Hyperbaric Technician	\$16.84	\$17.35	\$17.78	\$18.22
S20	Medical Transcriptionist	\$16.84	\$17.35	\$17.78	\$18.22
S20	Office Manager I	\$16.84	\$17.35	\$17.78	\$18.22
S20	Pharmacy Technician III	\$16.84	\$17.35	\$17.78	\$18.22
S20-	Medical Laboratory Technician II	\$18.38			
M2			\$18.93	\$19.40	\$19.89
S20-	Surgical Assistant I	\$18.38			
M2			\$18.93	\$19.40	\$19.89
S20	Operating Room Technician II	\$16.84	\$17.35	\$17.78	\$18.22
S20-	Certified EEG Technician	\$17.79			
M			\$18.32	\$18.78	\$19.25
S20-	LPN II	\$19.28			
M1			\$19.86	\$20.36	\$20.87
S20	Cardiovascular Tech I	\$16.84	\$17.35	\$17.78	\$18.22
S21	Medical Secretary III	\$17.72	\$18.25	\$18.71	\$19.18
S21	Medical Transcriptionist II	\$17.72	\$18.25	\$18.71	\$19.18
S21	Occupational Therapy Assistant	\$17.72	\$18.25	\$18.71	\$19.18
S21	Uncert. Physical Therapy Asst.	\$17.72	\$18.25	\$18.71	\$19.18

S21	Anesthesia Maintenance Tech	\$17.72	\$18.25	\$18.71	\$19.18
S21-	R/E Radiographer	\$19.44			
M1			\$20.02	\$20.52	\$21.03
S22	Certified Physical Therapy Asst.	\$18.57	\$19.13	\$19.61	\$20.10
S22-	Chief EEG Technician	\$19.71			
M			\$20.30	\$20.81	\$21.33
S22-	Certified Cardiovascular Tech. II	\$19.71	\$20.30	\$20.81	\$21.33
M					
S22	P/V LPN	\$18.57	\$19.13	\$19.61	\$20.10
S22	LPN III	\$21.77	\$22.42	\$22.98	\$23.55
S23	System Coordinator	\$19.50	\$20.09	\$20.59	\$21.10
S23	Office Manager II	\$19.50	\$20.09	\$20.59	\$21.10
S23	Graphic Artist	\$19.50	\$20.09	\$20.59	\$21.10
S23-	Registered Radiographer	\$20.50	\$21.12	\$21.65	\$22.19
M					
S23-	R/E Radiation Therapy Technician	\$20.50	\$21.12	\$21.65	\$22.19
M					
S23	Uncertified Histologist	\$19.50	\$20.09	\$20.59	\$21.10
S23	Respiratory Therapist	\$19.50	\$20.09	\$20.59	\$21.10
S23	Certified Occupational Therapy Asst	\$19.50	\$20.09	\$20.59	\$21.10
S23	Licensed Physical Therapy Assistant	\$19.50	\$20.09	\$20.59	\$21.10
S23-	Registered Cardiovascular Tech II	\$20.50	\$21.12	\$21.65	\$22.19
M					
S23	Registered Cardiac Sonographer	\$19.50	\$20.09	\$20.59	\$21.10
S24-	Registered. Radiographer II	\$21.16			
M			\$21.79	\$22.33	\$22.89
S24-	Mammography Technician	\$21.16	\$21.79	\$22.33	\$22.89
M					
S24-	CT Technologist	\$23.88			
M1			\$24.60	\$25.22	\$25.85
S24	Special Procedures Technician	\$21.16	\$21.79	\$22.33	\$22.89

S24-M3	Uncertified Nuclear Medicine Tech	\$22.48	\$23.15	\$23.73	\$24.32
S24-M	R/E Ultrasound Technician	\$21.16	\$21.79	\$22.33	\$22.89
S24-M	Radiation Therapy Technician	\$21.16	\$21.79	\$22.33	\$22.89
S24-M4	Certified Respiratory Therapist	\$22.98	\$23.67	\$24.26	\$24.87
S24-M2	Surgical Assistant II	\$21.87			
S25-MR	Certified Special Procedures Tech	\$25.06	\$22.53	\$23.09	\$23.67
			\$25.81	\$26.46	\$27.12
S25-M	Lead Radiographer	\$25.06	\$25.81	\$26.46	\$27.12
S25-M	Certified Nuclear Medicine Tech	\$25.06	\$25.81	\$26.46	\$27.12
S25-M	Registered Ultrasound Tech	\$25.06	\$25.81	\$26.46	\$27.12
S25-MR	Registered Special Procedures Tech	\$25.06	\$25.81	\$26.46	\$27.12
S25-M1	Registered Respiratory Therapist	\$25.00			
			\$25.75	\$26.39	\$27.05
S25-R	CRT Cardiac Sonographer	\$22.96	\$23.65	\$24.24	\$24.85
S25-R	Cardiac Catheter Technician	\$22.96	\$23.65	\$24.24	\$24.85
S25-M2	Certified CT Technician	\$25.06			
			\$25.81	\$26.46	\$27.12
S27-M	Chief Radiation Therapy Technician	\$26.59	\$27.39	\$28.07	\$28.77
S29	Chief Respiratory Therapist	\$28.84	\$29.71	\$30.45	\$31.21