

COLLECTIVE BARGAINING AGREEMENT

by and between

**NOT-FOR-PROFIT HOSPITAL CORPORATION
(UNITED MEDICAL CENTER)
WASHINGTON, D.C.**

and

**INTERNATIONAL UNION OF OPERATING
ENGINEERS
LOCAL 99-99A, AFL-CIO**

EFFECTIVE

October 1, 2014 Through September 30, 2017

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AGREEMENT

THIS AGREEMENT, effective as of the 1st day of October 2014, is made and entered into by and between Not-For-Profit Hospital Corporation [commonly known as United Medical Center (the "Hospital")] and the International Union of Operating Engineers, Local 99-99A, AFL-CIO (the "Union").

WITNESSETH

WHEREAS the Hospital is furnishing an essential public service vital to the health, welfare and safety of the community; and

WHEREAS it is the intent and purpose of the parties to promote and improve the care and comfort of the patients of the Hospital as well as the interests of its employees; to avoid interruptions and interferences with services to patients; to resolve promptly and peacefully all disputes and differences between the parties; and to make an Agreement covering wages, rates of pay, and conditions of employment;

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto agree:

ARTICLE I **UNION REPRESENTATION AND UNIT**

Bargaining Unit/Union Representation

(a) The Hospital recognizes the Union as the exclusive representative for purposes of collective bargaining with respect to rates of pay, hours of work and other conditions of employment of the regular full-time and regular part-time employees of the Hospital in the positions listed in Appendix A and who are primarily assigned to its facility located at 1310 Southern Avenue, S.E., Washington, DC.

(b) The listing of positions in Appendix A neither enhances nor limits the Hospital's right to argue that newly created positions should be excluded from the bargaining unit.

(c) Employees who are scheduled to work less than eight (8) hours a week, temporary employees (as defined in this Agreement), and employees who are not regularly employed -- such as casual employees -- are not covered by this Agreement.

Union Visitation

Upon written 24-hour advance notice via electronic email or a telephone call to the Vice President of Human Resources or his or her designee, the Business Manager and/or non-employee Business Representative of the Union will be allowed, when space is available, to meet with bargaining unit members in non-work, non-patient care areas during the employees' non-working time. Such visits shall not interfere with patient care or the orderly and efficient operation of the Hospital.

ARTICLE II
UNION JURISDICTION

Subject to the other provisions of this Agreement (e.g., Article XVI, Management Rights), bargaining unit employees will be responsible for the operation, maintenance and repair of all boilers, air conditioning and related equipment and other skilled maintenance operations presently performed by the Building Services Department.

ARTICLE III
UNION MEMBERSHIP AND FEES

Union Membership/Agency Fees

(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 charitable fund exempt from taxation under Section 501(c) of the Internal Revenue Code.

Dues 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 in a form agreed to by the Hospital and Union. 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 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 within a reasonable time of the presentation of evidence of the error.

Hospital Liability

The Hospital assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union shall hold the Hospital harmless from any and all claims, grievances, arbitrations, awards, suits, attachments or other proceedings arising out of or by reason of any action taken by the Hospital for the purpose of complying with any 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.

Information

The Hospital will provide the Union with a list of bargaining unit employees, including their name, job classification and date of hire, within thirty (30) days of the effective date of this Agreement and, thereafter, annually. The Employer shall furnish the Union, writing, the names, addresses, phone numbers, classifications, and date of hire for any new employees covered by this Agreement within fifteen (15) business days (*i.e.*, excluding weekends and holidays) of hire.

Probationary Employees

(a) 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 with prior written notice to the Union for one additional ninety (90) day period. 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.

(b) The first ninety (90) days in a new position for every employee who is a successful applicant for a promotion or transfer into a bargaining unit position shall be considered a probationary period. In the event that such employee's performance in the new position is not satisfactory, the employee shall be returned to his or her former position or an equivalent position, if available. If neither the employee's former position nor an equivalent position is available, the employee's employment will be terminated.

ARTICLE IV EMPLOYEE STATUS

Regular Full-Time Employees

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

Regular Part-Time Eligible Employees

Regular part-time eligible employees are regularly scheduled to work less than thirty-six (36) hours per week but at least twenty (20) hours per week. Regular part-time employees will receive benefits only as specified in this Agreement.

Regular Part-Time Ineligible Employees

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

Per Diem Employees

Per diem employees are regularly scheduled to work on an as needed basis and are not covered by this Agreement.

Temporary Employees

A temporary employee excluded from the bargaining unit is one who is hired for a period of up to ninety (90) days, is so informed at the time of hire and is hired to fill a temporary job, for a special project or to replace any employee who is absent from work. The period of employment for a temporary employee may be extended by the Hospital for an additional ninety (90) days with the Union's approval, which approval shall not be unreasonably withheld. The Hospital retains the right to terminate a temporary employee at any time, for any reason, during the above temporary period. In the event a temporary employee is employed more than thirty (30) consecutive calendar days, and is terminated and subsequently rehired within the next succeeding thirty (30) day work period, the initial thirty (30) day work period shall be credited towards the employee's ninety (90) or one hundred eighty (180) temporary period.

ARTICLE V

JOB DESCRIPTIONS AND SCOPE OF DUTIES

Job Descriptions

Written job descriptions which have been finalized by the Hospital will be provided to the Union. Where no such job descriptions exist for positions, or the job descriptions are outdated or inaccurate, and the Hospital develops new or modified job descriptions in which more than 50% of the existing job duties are modified, it will provide the job descriptions to the Union at least fourteen (14) days in advance of their effective date and, upon request, meet and discuss the job descriptions with the Union. Thereafter, the Hospital will follow this process for any new job descriptions or any modified job descriptions in which more than 50% of the existing job duties are modified.

Scope of Duties

(a) The duties of bargaining unit employees will be governed by their job descriptions.

(b) Other than licensed engineers, bargaining unit employees shall perform general maintenance on and repair of Hospital equipment, facilities, buildings and systems on Hospital property including work in such trades as painting, carpentry, plumbing, masonry, and electrical work. Such work includes but is not limited to replacing electrical receptacles, wires, switches, fixtures, and motors; using plaster or compound to patch holes and cracks in walls and ceilings; repairing or replacing sinks, water coolers, and toilets; painting structures and equipment;

repairing or replacing concrete floors, steps and sidewalks; replacing damaged paneling and floor tiles; hanging doors and installing door locks; replacing broken window panes; and performing general maintenance on and repairing equipment and machinery currently in use or any equipment added in the future by and for the Hospital. During Code Delta emergency situations, bargaining unit employees shall provide assistance as appropriate.

(c) Except in the case of an emergency, including snow, ice and inclement weather, bargaining unit members will not be expected to perform duties involuntarily which are within the specific jurisdiction of any other union representing employees at the Hospital.

(d) Unlicensed bargaining unit employees shall not be expected to perform duties that require a D.C. Government License.

(e) The parties agree that the listing of duties in sub-section (b) above does not limit the Hospital's right to include or exclude duties in job descriptions it develops pursuant to this Article.

ARTICLE VI **WAGES**

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 and payment of all wages.

Regular Rate

An employee's regular rate of pay is the straight time rate of pay per hour for such employee's regular job classification, excluding any premium pay such as shift differentials.

Wage Rates

The wages to be paid to employees in bargaining unit positions are listed in Appendix A. Newly hired employees will normally be hired at the rate specified for the position into which they are hired, although the Hospital retains the right to hire new employees at higher rates.

Call Back Pay

An employee called back to work in an emergency or for any other reason (other than negligence on his/her part) after completing the employee's regular shift and leaving the premises, shall receive not less than four (4) hours' pay at the employee's regular rate and pay at one and one half (1 1/2) times the employee's regular rate after the first four (4) initial hours. 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.

Shift Differentials

Shift differentials will be paid on the basis of the existing shift differentials for current employees of 10% for evening and 15% for night, and for new employees the standardized rates for evening and night shifts for the applicable tier as follows:

	Evening	Night
Tier 2	\$1.25	\$2.50

An evening shift is one which starts between 3:00 PM and 11:00 PM. A night shift is one which starts between 11:00 PM and 7:00 AM. An employee must work at least four hours in a qualifying shift to receive shift differential.

Pyramiding

There shall be no duplication or pyramiding in the computation or payment of overtime or other forms of premium pay (e.g., shift differential pay). Consistent with applicable law, if more than one premium pay provision of this Agreement is applicable to any time worked by an employee, the highest applicable premium pay shall alone be applied to the employee's regular rate for such time worked.

ARTICLE VII
HEALTH, WELFARE & RETIREMENT PLAN

Health and Welfare

The Hospital shall provide health insurance to full-time and regular part-time eligible employees on the same terms and conditions as other non-management employees of the Hospital.

Retirement Plan

Regular full-time and regular part-time eligible employees will be eligible to participate in the retirement plan which the Hospital maintains for other non-management employees.

ARTICLE VIII
PAID LEAVE PLAN

Modification of Annual Leave Bank

(a) 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 two-year period as follows:

(b) Only during a two-year transition period, employees will be permitted to elect to cash out any annual leave, but only to the extent of the entire grandfathered balance of annual leave at 50% of its value. The first cash out election opportunity shall be exercised before the first year of the two-year transition period.

(c) After the first cash out, any employee with a remaining balance may use their grandfathered annual leave during the first transition year.

(d) Before the start of the second transition year, employees may elect the final cash out at 50% of its value and only to the extent of the remaining grandfathered annual leave balance.

(e) If employees have a grandfathered annual leave balance after the second cash out, they will have the second transition year to use the balance.

(f) Only after the second transition year will any remaining grandfathered balance be forfeited.

(g) The Hospital shall provide paid leave time to eligible employees covered by this Agreement pursuant to a paid leave plan that contains both Accumulated Leave (AL), which includes paid vacation, and sick leave time, and a Disability Reserve (DR), which provides paid leave for specified periods of illness in addition to the leave provided for in AL. This plan does not include other forms of paid leave that are provided for separately in this Agreement.

Accumulated Leave

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

Years of Employment	Accrual Rate	Hours Earned Annually	Max Hours to be Accrued
0-4	0.0615	128	352
5-9	0.0769	160	352
10 or more	0.0885	184	352 ²

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

(c) AL will be paid at the employee's base rate.

(d) Cash conversion of terminal pay of AL also will be paid in this manner.

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 hours. Note: Article IX, Section 1, provides that holidays are no longer counted as accumulated leave.

(e) 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 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.

(f) 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.

(g) AL may be carried over by the Executive Vice President of Human Resources or the CEO pursuant to the Hospital's Rules and Procedures in those cases where an employee is near the maximum allowable AL balance and the Hospital is short-staffed or at the employee's otherwise justifiable request.

(h) AL days must be scheduled and arranged for in advance (with the exception of those due to illness and emergency). In advance shall mean with ample time for the supervisor or department head to secure sufficient coverage for all time absent. AL may be taken at any time during the calendar year, subject to the operational and/or staffing needs of the department. 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.

(i) 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 discretion, it is necessary for the protection of employees (including the employee using AL) or patients.

Holiday Reserve is a separate accumulation which is not carried over.

Holiday Reserve	Accrual Rate	Hours Earned Annually (2080 hrs.)	Maximum Hours to be accrued
All Years of Employment	0.0337	64	0

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

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

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:

- (1) 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;
- (2) An employee may use DR for any period of hospitalization (regardless of length);
- (3) 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
- (4) 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) Accrued DR may not be converted into cash.

Other procedures and rules relating to AL and DR are set forth in the Hospital's policies and procedures.

ARTICLE IX HOLIDAYS

Definition and Rules

For purposes of this Agreement, the term "holiday(s)" means the following:

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	Second Monday in October
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 th

(a) Holidays are no longer counted as Accumulated Leave.

(b) 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.

(c) If the employee is scheduled to work on a holiday, the rescheduled holiday may be requested up to 30 days prior to the holiday and scheduled within the 30-day period following the holiday but, if this is not possible, the holiday may be taken prior to the holiday where this is more convenient for the employee and the Hospital.

(d) 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).

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

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

Rate

If a regular full-time employee is entitled to holiday pay under this Article, holiday pay shall equal the employee's straight-time pay for a regular eight-hour day.

Schedule

(f) The Employer has the right, in its sole discretion, to require any employee to work on any holiday. Absent unusual circumstances, the Employer will provide at least seven (7) days' advanced notice of a holiday assignment.

(g) An employee who is scheduled or requested to work on a holiday and who fails to do so shall not receive any holiday pay otherwise applicable unless the Employer, for good cause, excuses the absence. An employee who is scheduled off for a holiday and who fails to report for the last scheduled work day preceding the holiday or the first scheduled workday following the holiday shall not receive any holiday pay otherwise applicable, unless the absence is excused by the Employer for good cause. Absences discussed in this paragraph which are not excused may be treated as absence without approved leave (AWOL) subject to disciplinary action.

ARTICLE X BEREAVEMENT LEAVE

Definition

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, or child) to observe the period of mourning.

Eligibility

- (a) Full-time employees are eligible for paid leave from their date of hire.
- (b) Part-time employees will be granted leave without pay for bereavement.

(c) Bereavement leave pay will be granted for twenty-four (24) scheduled work hours at the employee's regular rate of pay. This will not be charged to Accumulated Leave.

(d) The employee must request the leave prior to it being taken, except for unusual circumstances.

(e) The employee must furnish documentation verifying the relationship of the deceased person.

Hospital Policies

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

ARTICLE XI **JURY LEAVE**

Definitions

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

(b) Jury leave pay is compensation at the employee's regular hourly rate for all scheduled hours that an employee would have worked had he/she not been summoned for jury duty and is in addition to the Accumulated Leave (Article VIII, Section 1) provided to employees.

Eligibility

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

Compensation

Compensation for jury duty will be paid at the eligible employee's regular hourly 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.

Hospital Policies

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

ARTICLE XII
HOURS OF WORK AND SCHEDULING

Workweek

For payroll computation purposes, the workweek shall consist of seven (7) consecutive twenty-four (24) hour periods. The workweek presently begins at 12:00 a.m. Sunday. Should the Hospital change the time and/or day on which the workweek begins for any employees covered by this Agreement, it will provide the Union with fourteen (14) days' notice.

Scheduling

(a) The Hospital shall have the right to determine the number of bargaining unit employees it employs and their manner of scheduling. The Hospital will prepare a written work schedule informing employees of their daily schedule and of their scheduled days off.

(b) Forty (40) hours divided into five (5) days of eight (8) hours per day, which days need not be consecutive, shall be considered a regular work week; provided, however, this does not preclude employees from working or being assigned to work different schedules or fewer hours, nor does it preclude the Hospital from assigning employees to be on call or to work overtime.

(c) The Hospital shall post a work schedule at least two (2) weeks in advance; provided, however, this requirement does not preclude the Hospital from changing work schedules based on operational needs after the schedule has been posted. In case of an emergency, the schedule shall be posted as soon as reasonably possible.

Hours Worked and Overtime

All hours worked in excess of forty (40) in a work week shall constitute overtime and shall be compensated at one and one half (1½) times the employee's regular rate.

ARTICLE XIII
POSITION OPENINGS

Postings

Vacancies in bargaining unit positions, new or established, shall be posted in the Hospital's Human Resources Department for a period of no less than seven (7) 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.

Manner of Selection

Where two or more applicants have applied for an opening in a timely fashion, the Hospital may select the most qualified applicant based on its assessment of the applicants' qualifications, performance and abilities, as applicable. Where the qualifications, performance and abilities of two or more applicants for a posted bargaining unit vacancy are equal, the more senior applicant will be offered the position.

ARTICLE XIV **SENIORITY**

Definition

Seniority is defined as the length of continuous, uninterrupted service by an employee with the Hospital.

Probationary Employees

An employee's Hospital seniority shall commence after the completion of the employee's probationary period and shall be retroactive to the employee's first day of employment.

Accrual of Seniority

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 a period of continuous layoff not to exceed the lesser of twelve (12) months or the length of an employee's 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. A temporary employee, as defined in Article IV, Section 5, shall have no seniority during the time the employee occupies the status of a temporary employee. Should any temporary employee become a regular employee, his/her seniority shall be retroactive to the date of employment as a regular employee

Application

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. 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. 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.

Forfeiture

An employee's seniority shall be terminated and the employee's 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, email, or telephone, whichever means of communication it deems appropriate in the circumstances;
- (e) Is laid off for a period in excess of one (1) year or in excess of the employee's length of employment, whichever is less;
- (f) Is absent due to illness or sickness in excess of one (1) year; or
- (g) Is absent for three (3) consecutive scheduled workdays without contacting the Hospital in accordance with applicable procedures during the absence.

ARTICLE XV **REDUCTION IN FORCE, LAYOFF, SEVERANCE & RECALL**

Definition

A reduction in force or a layoff shall mean position elimination or a reduction in an employee's hours. Low census days and reductions in employee hours of limited duration (for example, seasonal reductions in hours) are not covered by this Article and may be implemented at the Hospital's discretion.

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 by department 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 department or classification; they may, however, apply for vacant positions for which they are qualified.

Recall

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

Severance Pay

Employees who are terminated as a result of a job elimination, 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:

- Less than one (1) year of service - no severance pay
- One (1) to two (2) years of service - one (1) week's severance pay
- Three (3) to five (5) years of service - two (2) weeks' severance pay
- Six (6) to seven (7) years of service - three (3) weeks' severance pay
- Eight (8) years of service and beyond - four (4) weeks' severance pay

ARTICLE XVI **MANAGEMENT RIGHTS**

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 or to test for alcohol or substance abuse;
- 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, pursuant to Section 2(b) of this Article, 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 employees or implement reductions in the work force; 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, leased, 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 to, 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 and to issue, modify, revoke and enforce rules, regulations and policies governing employee conduct.

(a) The Union unqualifiedly waives any right under federal law to bargain which it may have over the exercise of the rights reserved to management pursuant to this Article.

Subcontracting and Technological Change

(a) The Hospital has the right to discontinue operations in whole or in part, 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.

(b) The Hospital has the right to subcontract unit work; however, if the subcontracting will result in the layoff of employees, the Hospital will provide the Union with advance notice and, upon request, discuss with the Union such decision. The parties agree that any such discussions will not delay the subcontracting.

(c) The Hospital and Union agree that should the need, as determined by the Hospital, arise for subcontractors to perform work covered by the jurisdiction of this Agreement be necessary on a temporary basis, no covered employee shall suffer a loss of pay, benefit, or employment.

(d) Nothing in this Section shall prevent the Hospital from providing services by whatever means necessary for the safety and comfort of patients or other employees of United Medical Center as long as it does not result in a layoff of covered employees.

The Union recognizes that the Hospital may change its method or methods of operation due to technological change or otherwise, regardless of whether it results in a reduction in the work force. The Union agrees that nothing contained in this Agreement shall prevent the implementation of any program or workforce reductions to be hereinafter undertaken by the Hospital in connection with the exercise of the rights specified in this Article.

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.

ARTICLE XVII HOSPITAL POLICIES

To the extent a subject or matter is not specifically covered by this Agreement, the applicable Hospital policies, including human resources and departmental policies, shall govern. The Hospital shall have the right and authority to modify, eliminate or create new policies, including human resources and departmental 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 prior to their implementation.

ARTICLE XVIII DISCHARGE AND DISCIPLINE

The Hospital shall have the authority to discipline and discharge employees for just cause. Discipline may take various forms, including but not limited to oral counseling or coaching, written warnings, demotion, suspension or termination.

ARTICLE XIX
ALCOHOL AND DRUGS

Testing

(a) The parties recognize that employees working under the influence of alcohol or illegal drugs represent a threat to the health and safety of not only themselves but other employees, patients and their family members. To help ensure a safe and alcohol and drug-free workplace, the Hospital shall have the right to test employees for alcohol or drug use in the following circumstances:

(b) The Hospital has a reasonable suspicion that the employee is under the influence of drugs or alcohol;

(c) The employee has been involved in a workplace accident or injury;

(d) On a random or scheduled basis in connection with disciplinary action imposed by the Hospital or a treatment plan required by the Hospital; or

(e) Refusal To Take Test.

Any employee who refuses the Hospital's request to undergo an alcohol or drug test shall be considered insubordinate and subject to immediate termination without resort to the grievance and arbitration procedure specified in this Agreement.

Pay While Seeking Treatment

Any employee who is offered and who takes leave to obtain treatment for alcohol or drug abuse shall not be paid during the leave period other than for Accumulated Leave the employee elects to use, consistent with the rules governing use of Accumulated Leave.

Return to Work

Any employee who is offered and takes leave for alcohol or drug abuse treatment will be required to be cleared by the Hospital's Occupational Health Department and may be required to undergo a fitness for duty examination by a care provider selected by the Hospital prior to being allowed to return to work. Any costs associated with a fitness for duty examination beyond those covered by the employee's health insurance coverage shall be the employee's responsibility.

ARTICLE XX
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.

Prohibited Conduct

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 information picketing, recognitional picketing or sympathy picketing), hand billing, 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 or reduction in the work force in whole or in part, shall not constitute a lock out.

Union's Duties in Case of Employee(s) Prohibited Conduct

In the event that any employees covered by this Agreement participate in any activity prohibited by this Article, the Union, within twenty-four (24) hours of being so notified, shall:

(a) instruct such employees orally and in writing to cease the prohibited conduct and resume work immediately;

(b) publicly disavow such employees' action by written notice to all employees covered by this Agreement as well as by appropriate communication to the public;

(c) advise the Hospital in writing that such action by employees has not been called or sanctioned in any way by the Union; and

(d) begin making every reasonable effort possible to induce such employees to cease the prohibited conduct, and continue making such efforts until the employees cease the prohibited conduct. Such efforts by the Union shall include but not be limited to advising employees that they may be discharged or disciplined for their conduct at the Hospital's sole discretion, and that they will be disciplined by the Union in accordance with its internal rules and procedures.

Notice delivered by certified mail, overnight delivery or hand delivery will be valid for purposes of this Article.

Hospital's Rights and Remedies

(a) In the event of a claimed violation of this Article, the Hospital shall have the right, 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 oppose or remove the action. Similarly, the Hospital 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.

(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 arbitrations 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.

Limitations 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 Sections 3(a) and (b).

Seniority

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

ARTICLE XXI GRIEVANCE PROCEDURE

Definition

A grievance in 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 XVI is exempt from the grievance procedure specified herein unless any of those rights are expressly limited by another provision of this Agreement.

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 and shall be presented in writing according to the procedure specified herein.

(b) All discipline 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 grievances shall be filed at Step II and progress in accordance with the terms and conditions herein. Such a grievance shall be filed in writing with the Executive Vice President of Human Resources within seven (7) working 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) 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 Executive Vice President of Human Resources within seven (7) working days of the event giving rise to the grievance. The Hospital will endeavor to respond in writing to the grievance within seven (7) working days of its submission. The Hospital's failure to respond within seven (7) working 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) working days of delivery of the Hospital's Step I response. When a grievance is filed or in process at Step II, the Executive Vice President (or a designee) shall provide a written response to the grievance within ten (10) working days. The Hospital's failure to respond within ten (10) working days shall be considered a denial of the grievance.

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.

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 therefore and no arbitration shall be had thereon. "Working days" as used in this Article shall not include Saturdays, Sundays or the days recognized as holidays in this Agreement. The time limits stated in the grievance procedure herein may be extended only by a written agreement between the Hospital and the Union.

Limitations on Back Pay

In any discharge arbitration, any back pay award shall be limited to a maximum of one hundred eighty (180) days, and shall be reduced by any compensation the employee earned or unemployment compensation the employee received during the one hundred eighty (180) day period. Any back pay awards in a contract interpretation arbitration shall cover a period of no greater than one hundred eighty (180) days prior to the date the grievance was filed and the date of the arbitrator's award[

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) working days of the alleged violation or the Hospital's knowledge thereof. The Union shall respond in writing within five (5) working days. The Union's failure to respond within five (5) working 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.

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 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 XXII **ARBITRATION**

Appeal to Arbitration

Grievances not resolved through the grievance procedures as specified in Article XXI may proceed to arbitration within fifteen (15) working days of the completion of Step II of the grievance procedure. In the case of a Union grievance the Union shall notify the Executive Vice President of Human Resources in writing and in the case of a Hospital grievance the Hospital shall notify the Union's Business Manager 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 this time limitation, it shall be deemed to have waived the right to proceed to arbitration on the grievance. No individual employee shall have the right to invoke this arbitration procedure.

Selection of Arbitrator

In the event that the matter remains unresolved after the second step, either party may, within a reasonable time and upon written notice to the other party, refer the matter to binding arbitration. The parties shall choose an arbitrator from a panel to be proposed by the American Arbitration Association. The arbitration shall proceed in accordance with the Rules of Labor Arbitration of the American Arbitration Association. .

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 to file a post-hearing brief. (The arbitrator shall set the briefing schedule within a reasonable time after the receipt of the transcript of the hearing.) The 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.

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 parties agree to utilize the panel of Arbitrators listed below, on a rotating basis, to decide all grievances submitted to arbitration. The Union shall jointly notify the Employer and the next available panel Arbitrator of the selection of the Arbitrator for the arbitration. The parties have chosen the following arbitrators: David Vaughn, Gary Kendellen, Michael A. Murphy, and Michael Wolf. 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.

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 Article shall include those seeking admission and those seeking care or treatment as well as those who are admitted or receive care or treatment.

ARTICLE XXIII MISCELLANEOUS PROVISIONS

Individual Agreements

The Hospital shall not enter into any agreement with any employee the terms of which conflict with this Agreement.

Tools

The Hospital agrees to furnish the tools and equipment it deems necessary for the safe and efficient performance of the employees' duties. The Hospital will not require employees to furnish any tools required for them to perform their duties.

Uniforms

Where the Hospital requires employees to wear uniforms while on duty, the Hospital will furnish the uniforms. The uniforms will include 11 pairs of pants and shirts along with two jackets. The Hospital will launder the uniforms provided. The Hospital shall also pay \$100.00 annually to each employee for the purchase of proper footwear appropriate for the safety of the employees in the work environment in which each employee is engaged.

Successors

If the ownership of the Hospital is changed, the Hospital will provide the Union with at least thirty (30) days' written notice of the ownership change prior to its effective date.

Severability

In the event any part of this Agreement is held illegal, invalid or unenforceable by any court or authority of competent jurisdiction, the remaining terms shall remain in full force and effect.

Medical Examination as Condition of Employment

In the interest of safeguarding the health of employees and patients, the Hospital may require employees to take a medical examination prior to placement on the payroll and/or at such other times as the Hospital deems advisable, including on an annual basis. An employee, at his/her own expense, may have his/her own physician perform said medical examinations; provided, that the physician's report of the results of the examination be on a medical report form provided by the Hospital. If an employee does not have the employee's annual physical examination (where applicable) within thirty (30) days of the date on which the physical is due, the employee is subject to termination.

Emergency

In the case of an emergency, such as flood, fire, epidemic, disaster, catastrophe or other unforeseen major contingency, the terms of this Agreement shall not be deemed to apply in connection with measures the Hospital deems necessary for the care and protection of its patients, equipment and buildings, or reasonably necessary to repair and place the same in condition thereafter for occupancy.

Shop Steward

The Hospital agrees to recognize a duly appointed Shop Steward. The Shop Steward shall be afforded a reasonable period of time to conduct Union business during working hours as long as such action does not interrupt operations.

Training and Education

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

(b) **Renewal Fee for DC Licensure.** The Hospital agrees to reimburse employees, who are required by the Hospital, to acquire and maintain Professional License. The employee must submit an expense report and provide a copy of the receipt to receive reimbursement.

(c) **Membership.** The Hospital will pay for the membership fee for any national association or board; and the cost for CEUs needed to maintain national association board membership.

(d) **Instruction.** In addition to funding, the hospital will provide two (2) days a year of administrative time for the purpose of attending instructional classes, provided the following criteria are met:

- (5) The program or class is directly related to the employee's current duties;
- (6) The program or class is required for licensing or certification, in order to maintain the employee's current job at Not-For-Profit Hospital Corporation;
- (7) A written application to the appropriate manager is made at least four (4) weeks in advance of the beginning of the program or class; and
- (8) Prior written approval is obtained from the appropriate manager in accordance with existing Hospital policies and procedures.

ARTICLE XXIV ENTIRE AGREEMENT

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.

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.

ARTICLE XXV 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 1st day of October, 2017, or, in the event this Agreement automatically renews, 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.


IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

NOT-FOR-PROFIT HOSPITAL CORPORATION
(UNITED MEDICAL CENTER)
WASHINGTON, D.C.

INTERNATIONAL UNION
OF OPERATING ENGINEERS,
LOCAL 99-99A, AFL-CIO



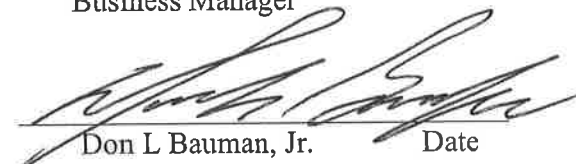
David R. Small, FACHE 11/20/14
Chief Executive Officer Date



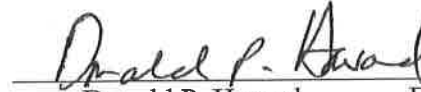
Michael R. Murphy 11-12-2014
Business Manager Date



Jackie W. Johnson 11/20/14
Executive Vice President Date
Human Resources



Don L. Bauman, Jr. Date



Donald P. Havard 11/12/14
Recording Corresponding Secretary Date

APPENDIX A – WAGES

Hourly Wage Rates During Contract Term. Wage rates shall be increased for each job classification in accordance with the following table. In addition, employees shall be eligible for additional incentives in addition to their base wage according to the Performance Incentive Plan.

YEAR	% Increase to Base	Pay Rate	Maximum Incentive for FY
FY 15	3.0%	\$	
FY 16	1.5%	\$	3.5%
FY 17	1.0%	\$	4.0%

Performance Incentive Program

As part of the Incentive Program, each employee will receive a 3.0% increase in base pay retroactive to the beginning of FY 2015. At the beginning of FY 2016, and each quarter thereafter for the term of the Agreement, each employee will be eligible to receive further incentives that reward employees for improving Hospital performance. These incentives are calculated and paid each quarter on the extent of achievement of Hospital targets for improvement in three categories: (1) revenue, (2) quality and (3) patient satisfaction.

The amounts paid shall be calculated on the rate of achievement of targets established for the three categories that are based upon accepted, independent measurements of hospital performance. These categories are weighted as follows: the financial health of the hospital (40.0%); patient satisfaction (30.0%) and the quality of service (30.0%). Achievement of 95%, 100% or 105% of any target, will result in incentives of 90%, 95% or 100% of the maximum incentive. The incentives will be calculated each quarter, and again on an annual basis to enable employees to have two opportunities receive the maximum incentive.

Wage Rates

The minimum hourly wage rates for employees covered by this Agreement are listed by job classification below.

Job Classification	Current Minimum Job Classification Hourly Wage Rates	Effective October 1, 2014 3.0%	Effective October 1, 2015 1.5%	Effective October 1, 2016 1.0%	Maximum Incentive FY16=3.5% FY17=4.0%
Engineer	\$31.28	\$32.22	\$32.70	\$33.03	
Power Plant Specialist/General Maintenance	\$20.78	\$21.40	\$21.72	\$21.94	
HVAC Mechanic/General Maintenance	\$24.25	\$24.98	\$25.35	\$25.60	

Job Classification	Current Minimum Job Classification Hourly Wage Rates	Effective October 1, 2014 3.0%	Effective October 1, 2015 1.5%	Effective October 1, 2016 1.0%	Maximum Incentive FY16=3.5% FY17=4.0%
Painter/General Maintenance	\$18.84	\$19.41	\$19.70	\$19.90	
Carpenter/General Maintenance	\$20.78	\$21.40	\$21.72	\$21.94	
Electrician/General Maintenance	\$20.78	\$21.40	\$21.72	\$21.94	
Electrician	\$32.97	\$33.96	\$34.47	\$34.81	
Plumber	\$23.59	\$24.30	\$24.66	\$24.91	
Construction Specialist	\$29.81	\$30.70	\$31.16	\$31.47	
General Maintenance	\$17.94	\$18.48	\$18.76	\$18.95	
Groundskeeper/General Maintenance	\$17.39	\$17.91	\$18.18	\$18.36	

The minimum wage rates listed above do not preclude the Hospital from hiring employees at higher rates or from increasing the rates of existing employees due to market conditions or for reasons of internal equity.

Market Adjustments. From time to time during the term of this Agreement, the Hospital may analyze wage rates in light of developments in the market. Should any such review reveal that wages paid to employees should be adjusted, nothing in this Agreement shall prevent the Hospital from unilaterally implementing market-based wage increases.