

COLLECTIVE BARGAINING AGREEMENT

Between

**United Federation of Special Police and Security Officers, Inc.
on behalf of Affiliated Local 672 at
Not-for-Profit Hospital Corporation (United Medical Center)**

And

Not-for-Profit Hospital Corporation (United Medical Center)

Effective

October 1, 2014 through September 30, 2017

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THIS AGREEMENT, effective as of the 1st day of October 1, 2014, by and between the Not-for-Profit Hospital Corporation/United Medical Center, located at 1310 Southern Avenue, SE Washington, D.C. 20032 (hereinafter referred to as the "Employer" or "Hospital") and United Federation of Special Police and Security Officers, Inc., located at 540 North State Road, Briarcliff Manor, New York 10510 on behalf of its affiliated Local 672 employees at the Employer (hereinafter referred to as the "Union").

WITNESS TO:

WHEREAS, The Union has been recognized by the Employer as the exclusive bargaining agent for certain Employees; and

WHEREAS, it is the purpose of the parties hereto to promote and improve the services provided by the Employer as well as the interests of the Employees, to avoid and prevent interruption and interference with the Employer's services, to resolve all disputes and differences between the parties promptly and peacefully, and to set forth herein their agreement covering rates of pay, hours of work, and other terms and conditions of employment;

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

ARTICLE I -- RECOGNITION

Section 1.1 — The Employer recognizes the Union as the exclusive bargaining agent for all regular full-time and regular part-time, interior and exterior Special Police Officers in the Hospital Security Department, but excluding all other Hospital Employees, confidential Employees, managers and supervisors as defined under law.

Section 1.2 — For the purpose of this Agreement, the following terms have the meanings stated below:

- (a) "Regular full-time Employee(s)" means Employee(s) in a bargaining unit who hold regular full-time position(s) and who normally are regularly scheduled to work forty (40) hours per week (excluding unpaid lunch breaks);
- (b) "Temporary Employee(s)," who are excluded from the bargaining unit, means Employees who are identified as temporary Employees on Employer records and are hired for a period of no longer than six (6) months, or whose temporary status is subsequently renewed for periods not to exceed three (3) months; or who are hired to replace one or more Employees who are absent on leave from work, even if for longer than six (6) months,
- (c) "Regular part-time Employee(s)" means Employee(s) in the bargaining unit who hold regular part-time positions and who are regularly scheduled to work twenty (20) or more hours per week.



- (d) "Employee(s)" as hereinafter used means both regular full-time Employees, and regular part-time Employees as defined above, unless a provision applies only to one of these categories, in which case the term shall apply only to the category of employee to which the provision applies.

ARTICLE II -- PROBATIONARY EMPLOYEES

All Employees hired after the effective date of this Agreement shall be considered as being on a trial period during the first ninety (90) days of their employment. During the said period, the Employer shall be the sole judge of the fitness and suitability for continued employment for the persons so hired and the grievance and arbitration provisions of this Agreement shall not be available.

ARTICLE III -- CHECK OFF

Section 3.1 — Upon receipt of a signed authorization from an Employee in the form attached hereto as Exhibit 1, the Employer agrees to deduct from that Employee's pay during the term of this Agreement an amount specified by the Employee, not to exceed the periodic dues required by the Union as a condition of acquiring or retaining membership therein, and to transmit same to the Union within the first ten (10) working days of the month following the month of collection. The Employer shall be relieved from making deductions if an Employee leaves a bargaining unit position or has earnings less than the amount of the specified deductions during the pay period. The Union shall certify to the Employer the amount of the standard dues during the pay period and will promptly notify the Employer in writing of any changes in that amount. An Employee may revoke a check off authorization by providing thirty (30) days' advance written notice to the Manager of the Hospital Safety and Security Department. The Union agrees to indemnify and hold the Employer harmless from any and all claims, suits, judgments, attachments, and any other liability resulting from the Employer's actions in accordance with this Article.

Section 3.2 — This Agreement shall not be interpreted to require Union membership. However, within thirty (30) days of the execution of this Agreement or within thirty (30) days of commencing employment, employees must, as a condition of continued employment, pay the fees and standard, periodic dues used for activities germane to the Union's status as the unit's exclusive bargaining representative. Employees are required to pay only the portion of fees and dues linked directly to collective bargaining, grievance arbitration and other representational activities. Employees shall not be required to pay any sums for political or other non-representational activities.

Section 3.3 — The Employer agrees to furnish the Union, on a monthly basis, with a listing of all bargaining unit members together with each employee's address, telephone number and date of hire.

ARTICLE IV -- HOURS FOR EMPLOYEES

Section 4.1 — The normal work week will be forty (40) hours of work and the normal work day will be eight (8) hours of work. This provision does not limit the Employer's exclusive management right to assign working hours or require overtime work.

Section 4.2 — A workweek shall be compensated for all hours worked over forty (40) in the workweek at the rate of time and one-half of the Employee's regular hourly rate. There shall be no duplication or pyramiding in the computation of overtime or other premium pay, and nothing in this Agreement shall be construed to require the payment of overtime or other premium pay more than once for the same hours worked.

Section 4.3 — (a) If the Employer becomes aware prior to the start of any shift that there are not enough employees scheduled to satisfy the minimum staffing levels established by the Employer for that shift (hereinafter a "staffing shortage"), the Employer will ask for volunteers to fill the shift. If there are an insufficient number of volunteers available, the Employer may draft one or more employees to fill the shift by either: (1) requiring one or more employees from the prior shift to work a double shift, or if in the Employer's judgment no such employees are available and fit for duty (2) requiring one or more employees who were not previously scheduled to work on the day of the shift to work the shift.

(b) If the Employer had knowledge of such a staffing shortage at least 48 hours prior to the start of a shift and drafts one or more employees to fill the shift, it will either: (1) provide at least 24 hours' advance notice of the assignment to any drafted Employees, or (2) pay any drafted Employee to whom less than 24 hours' notice is provided time and one-half their hourly rate, subject to the FLSA, for hours worked on the shift. The Employer shall not be required to pay such time if the Employer had less than 48 hours' advance notice of the staffing shortage.

Section 4.4 — Assignment of Employees to shifts shall be within the Employer's exclusive management right to schedule the work force. In exercising this right to change Employee's shifts, the Employer shall first seek qualified volunteers and, if an insufficient number is available, then any such shift change(s) shall apply to the qualified Employee(s) with the least seniority. Except in emergency situations, the Employer shall give written notice to any Employee(s) affected by shift change two (2) weeks before the date on which the change of shift is to occur. In addition to this written notice, the Employer will attempt to notify the Employee(s) of the shift change(s) orally as promptly as possible after the decision to make the shift change is made.

Section 4.5 — Employees are expected to report to work on time and to check out on time at the end of their shift. Employees may be disciplined for excessive tardiness. Excessive tardiness specifically includes, but is not limited to, instances when an Employee is late more than two times in a one-week period or three times in a two-week period or when there is less frequent, but repeated lateness over a longer period. Unless the excessive tardiness is egregious, the absence of prior disciplinary action for excessive tardiness shall be considered in determining whether the employee should be discharged for excessive tardiness.

Section 4.6 — The Employer may dock an Employee’s pay for any time missed due to lateness in accordance with hospital policy.

Section 4.7 — All full-time Employees covered by this Agreement shall be granted two rest periods not in excess of fifteen (15) minutes each during each day of eight (8) hours of work or more. Rest periods may not be accumulated. A non-paid meal period of at least thirty (30) minutes will be provided to all Employees covered by this Agreement. Provided, however, that Employees may be required to work during such meal periods on an emergency basis, as determined by the Employer, in which case the Employee will be paid for the time worked. Employees must return on time from rest periods and meal periods.

ARTICLE V -- WAGE RATES

Section 5.1 — Appendix A attached hereto lists the Special Police Officers (hereinafter referred to as “SPO”s) employed as of the date of execution of this Agreement. Those SPOs who remain employed during the term of this Agreement shall be paid according Appendix A. Base wage increases shall be paid according to Appendix A at the beginning of the applicable fiscal year (FY).

Section 5.2 — Shift Differential.

Shift differentials will be paid on the basis of standardized rates for evening and night shifts for each of two tiers as follows:

	Evening	Night
Tier 1	\$1.00	\$1.75
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.

Effective upon Ratification of this Agreement, current employees in the bargaining unit will be included in Tier 2. Employees hired after ratification will be included in Tier 1. These provisions shall remain in effect for the duration of this Agreement.

ARTICLE VI – HOLIDAYS

Section 6.1 — For purposes of this Agreement, the term “holiday(s)” means the following:

New Year’s Day	January 1st
Martin Luther King’s Birthday	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veterans Day	Second Monday in October

Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25th

Holidays are no longer counted as Accumulated Leave.

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.

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.

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).

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 Hospital's Policies and Procedures.

Section 6.2 — 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.

Section 6.3 — (a) 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.

(b) 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 VII -- PAID LEAVE PLAN

Section 7.1 — 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 two-year period as follows:

- (a) 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.
- (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 the final cash out at 50% of its value and only to the extent of the 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.

The Hospital shall provide paid leave time to eligible SPOs covered by this Agreement pursuant to a paid leave plan for vacations and sick leave. This plan does not include other forms of paid leave that are provided for separately in this Agreement.

Section 7.2 — 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	352²

- (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.

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.

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

Section 7.2 – 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:

- (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 (3) 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) DR may not be converted into cash.

ARTICLE VIII -- BEREAVEMENT LEAVE

Section 8.1 — An Employee shall be entitled to bereavement leave with pay for not more than three (3) days when absence from work is necessitated due to any documented death of the Employee's mother, father, mother-in-law, father-in-law, brother, sister, spouse, child, grandparent, grandchild, brother-in-law or sister-in-law. An Employee shall be entitled to bereavement leave with pay for not more than two (2) days when absence from work is necessitated due to any documented death of the Employee's aunt, uncle, niece or nephew. An Employee must notify his/her supervisor as soon as possible that he/she requests bereavement leave. If the funeral takes place outside the Maryland, Virginia, D.C. area, the Employee may request additional time off as annual leave or additional time off without pay, which may be

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

granted in the discretion of the Employer.

Section 8.2 — For regular full-time Employees, pay for a day of bereavement leave shall equal the Employee's straight-time pay for a regular eight (8) hour day.

ARTICLE IX -- JURY DUTY AND FEES

If an Employee must be absent from work to perform jury duty, leave will be granted for the period of jury duty. To obtain leave, the Employee must submit the court documents demonstrating the period of jury duty. Absences for jury duty will not be deducted from annual leave, nor shall Employee benefits be affected. For each day of absence due to jury duty, a regular full-time Employee will be paid an amount equal to the Employee's straight-time pay for a regular eight (8) hour day. Whenever an Employee is excused from such jury duty during a scheduled workday or fails to attend jury duty for any reason, the Employee shall notify his/her Supervisor as promptly as possible and report to work if so requested.

ARTICLE X -- UNPAID LEAVE

Section 10.1 — Family and Medical Leave. Employees shall be entitled to family and medical leave (which includes maternity/parental leave) in accordance with the requirements of applicable law and the then current policies of the Employer.

Section 10.2 — Military Leave. Employees may request unpaid military leave for the period necessary to perform military duty. Such leave must be requested in writing in advance, including the dates of military duty and a copy of the appropriate military order. The Employer agrees to carry out the applicable federal statutes relating to reinstatement of Employees who have served in any branch of the Armed Services of the United States. In the event that it becomes necessary to discharge another Employee in order to reinstate such an Employee returning from service in the Armed Forces of the United States, such discharge shall follow the seniority principle as expressed in Article XI and shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 10.3 — Other Approved Unpaid Leave of Absence. In extenuating circumstances, the Employer in its sole discretion may grant an Employee's written request for a specific period of unpaid leave of absence for personal reasons. The Employer will determine whether to grant the leave based on the relevant circumstances. In no event will such leave be granted for more than thirty (30) days per calendar year, nor more than once per year. An Employee who timely returns from an approved leave of absence under this Section will be reinstated to his/her former position or a comparable one, without loss of seniority. An Employee who fails to return from a leave of absence in a timely manner may be terminated.

Section 10.4 — In the event that it is necessary to discharge another Employee in order to reinstate an Employee returning from an approved leave of absence under Sections 10.1, 10.2 or 10.3 of this Article, such discharge shall follow the seniority principle as expressed in Article XI and shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE XI -- LAYOFF AND RECALL

Section 11.1 — In the event of a reduction in force resulting in layoff of Employees, probationary Employees and temporary Employees shall be laid off first. If further reduction is necessary, non-probationary Employees shall be laid off in reverse order of seniority.

Section 11.2 — Except in case of emergency, the Employer shall provide the Union and the affected Employee not less than two (2) weeks' notice of any layoff caused by a reduction in force.

Section 11.3 — An Employee who is 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's 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

Section 11.4 — Employees who are on layoff for six months or less shall be recalled to available jobs in accordance with their seniority in the reverse order from which they were laid off, provided the Employer determines that the Employee has the required qualifications and the ability to perform the work. If not, the next senior qualified Employee will be recalled, and so on. Probationary Employees who have been laid off have no recall privileges. A notice of recall shall be mailed to the recalled Employee's last known home address. An Employee who receives a recall notice must report to work as specified in the notice, but no sooner than two weeks after the date notice was mailed.

ARTICLE XII -- UNIFORMS

Section 12.1 - The Employer will continue the current practice of furnishing required uniforms at the Employer's expense.

Section 12.2 — Upon termination, Employees shall return all uniforms to the Employer. Failure to do so will result in a charge by the Employer for the value of such uniform.

Section 12.3 — Employees shall wear all of the prescribed uniform and equipment/accessory items as required by the Employer.

Section 12.4 — Clothing and equipment shall be of good quality and condition at the time of issuance. Clothing and equipment which are torn, overly worn or damaged through normal wear and tear shall be replaced.

Section 12.5 — The uniforms supplied to all Employees shall be of the reasonably equivalent quality and appropriate fit.

Section 12.6 — The Employer will provide 1 blazer, 3 short sleeve shirts, 3 long sleeve shirts, 3 pairs of slacks or 3 pairs of BDU pants (at the Employee's choosing), 1 jacket (winter), 1 sweater and 1 belt annually to each Employee. The Employee shall wear them or use them as required by the Employer and shall exercise due diligence to ensure that they are not subject to extraordinary wear and tear, and are not lost. Each Employee shall be responsible for the replacement or repair of clothing items or equipment/accessories that are damaged or lost through the Employee's negligence. The repayment timetable shall be two (2) weeks from the incident.

Note: Employees will be permitted to wear turtleneck (mock or regular) in lieu of traditional ties. Any exceptions to this dress code must be approved by the Director of Security or his/her designee.

Section 12.7 — Employees are not authorized to wear Employer-issued clothing while off duty, except during transit to and from duty. Nor may Employees use Employer-issued equipment while off duty.

Section 12.8 — The costs for any required commissions, security officer's license or renewals of the same shall be reimbursed by the Employer, except that the cost of any drug test required as part of the commission renewal process shall be the responsibility of the Employee. Employees shall not be paid for time spent obtaining such commissions, licenses, renewals or drug tests.

Section 12.9 — The Employer will provide the following equipment for use by each Employee while on duty, which remains the property of the Employer:
working radio;
handcuffs and case;
belt;
rain slicker.

Employees will be required to carry such equipment at all times while on duty. Employees shall be responsible for all equipment issued to them and shall be required to pay for the replacement of any lost equipment unless they can demonstrate that they were not negligent or otherwise responsible for the loss.

Section 12.10 — Employees will be provided access to goggles and gloves in patient care areas.

ARTICLE XIII -- NON-DISCRIMINATION

Neither the Employer nor the Union shall discriminate against any Employee on any basis prohibited by law.

ARTICLE XIV -- GRIEVANCE AND ARBITRATION

Section 14.1 — General. A grievance is defined as a complaint by the Union over an alleged violation of any specific provision of this Agreement that occurs during its term. A grievance shall be in written form, signed and dated by an authorized Union representative.

Section 14.2 — Time Limits. "Working Days" as used in this Article means Monday through Friday, excluding observed holidays. Unless the parties have agreed in advance in writing to a specific extension of time, any grievance or demand for arbitration which is not filed by the Union at each step within the time limits contained herein is waived and the grievance is deemed to be concluded in accordance with the Employer's decision, and there shall be no further processing of the grievance or any arbitration thereon. In the event that the Employer fails to meet the time constraints established by the provisions of Section 14.4, unless permitted by an advance agreement in writing for a specific extension, the Union shall have the right to proceed to the next grievance step. Filing of a grievance or demand for arbitration shall be accomplished by delivery in writing by person or by mail, and if filing is by mail, the date of the official U.S. Postal Service postmark shall be the date of filing.

Section 14.3 — Meetings. If the authorized Union representative or the aggrieved Employee fails to attend a scheduled grievance meeting without prior notification to the Employer, the grievance shall be deemed concluded in accordance with the Employer's decision and there shall be no further processing of the grievance or any arbitration thereon.

Section 14.4 — Steps 1, 2 and 3. Except as provided in Section 14.4 (d) below, Steps 1, 2 and 3 are as follows:

(a) **Step 1.** A grievance shall be filed at Step 1 with the supervisor within seven (7) working days after the action on which the grievance is based. The parties may agree to hold a meeting at this Step. If the grievance is not settled or denied by the supervisor or his/her designee within five (5) working days after it is filed at Step 1, the grievance shall be deemed denied at the expiration of such five (5) working days and the Union may proceed to file the grievance at Step 2 as provided below.

(b) **Step 2.** A grievance shall be filed at Step 2 with the Security Manager within five (5) working days after the grievance is denied at Step 1. A meeting for the purpose of attempting to resolve the grievance may be held at this Step within seven (7) working days. A written decision from the Employer shall be issued within five (5) working days following the close of the meeting, or, if no meeting is held, within (5) after the end of the seven (7) day period for holding a meeting to attempt to resolve the grievance.

(c) **Step 3.** Within five (5) working days after the grievance is denied at Step 2 a grievance shall be filed at Step 3 with the Vice President, Human Resources or his or her designee. A

meeting for the purpose of attempting to resolve the grievance within ten (10) working days. A written decision from the Employer shall be issued within five (5) working days following the close of the meeting. If the grievance is not settled or denied by the Vice President, Human Resources or his designee after it is filed at Step 3, the grievance shall be deemed denied at the expiration of such seven (7) working days and the Union may proceed to invoke the arbitration procedure as provided in Section 14.5 below.

(d) Prior to invoking the arbitration procedure as provided in Section 14.4(c) above, the parties may mutually agree, in writing, to request the Federal Mediation and Conciliation Service to mediate the grievance. If mediation fails to resolve the grievance, then the parties shall have seven (7) days to move the grievance to arbitration as provided in Section 14.5 below.

(e) Discharges: Discipline. Imposed by Security Manager. A grievance which arises from a discharge or from disciplinary action imposed directly by the Security Manager shall be filed within ten (10) working days after the action on which the grievance is based. All other provisions of Section 14.4 shall apply.

Section 14.5 — Arbitration

(a) Demand for Arbitration. A written demand for arbitration shall be filed by the Union - with the Director of Labor Relations within fifteen (15) working days after the grievance is denied at Step 3. If the Grievance is not settled or denied by the Director of Labor Relations within thirty (30) days from the Union's demand for Arbitration, the Union will request the Federal Mediation and Conciliation Service (with a copy to the Employer) to furnish a list of not less than nine (9) arbitrators. The Union and then the Employer representatives alternatively striking any name from the list until only one name remains shall make selection. The final name remaining shall be the arbitrator of the grievance. Not later than ten (10) working days prior to the arbitration hearing, the parties shall exchange a list of all persons whom it intends to call as witnesses; and in addition, a summary for each witness as to what points of testimony each witness will provide. The information listed and referenced in this Section shall be exchanged between the Director of Labor Relations for the Employer or his/her designated Representative and the Local Union President or his/her designated Representative. At this time, the parties will also be required to produce copies of any/all physical evidence, data, or material in support of their respective positions in this matter. Any witness not so submitted shall be barred from testifying at any arbitration hearing in the matter. Any physical evidence, data, or material not produced at this meeting shall be barred from being rebuttal evidence and any witness not identified at this meeting shall be barred from being a rebuttal witness unless the party seeking to present such rebuttal testimony or evidence can prove it neither knew nor should have known its necessity at the time of this information exchange. It is the intent of the parties to foster disclosure of all witnesses and, to that end, the sanction of barring the testimony of unidentified witnesses and/or evidence shall be strictly construed.

(b) Authority of Arbitrator. The arbitrator shall have no authority to hear and determine any case that has not been processed and submitted in accordance with the time and procedural requirements of this Article unless the parties have specifically agreed in writing to a waiver of the particular requirements. The arbitrator's authority and opinion and award shall be confined

exclusively to the specific provision or provisions of this Agreement at issue between the Union and Employer. The arbitrator shall have no authority to add to, alter, amend, or modify any provision of this Agreement. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Employer and the Union. The arbitrator shall render a decision as expeditiously as possible, and no later than thirty (30) working days after the close of the hearing, unless otherwise agreed to. The award in writing of the arbitrator within the proper jurisdiction and authority as specified in this Agreement shall 'be final and binding on the aggrieved Employee, the Union and the Employer.

(c) Expenses. The Union and the Employer shall each bear its own expenses in any . arbitration proceedings, except that they shall share equally the fee and other expenses of the arbitrator in connection with the grievance submitted.

ARTICLE XV -- STEWARDS

Section 15.1 — The Union may appoint three (3) Employees from the Hospital as Stewards. One such Steward may be designated as Chief Steward. The Union shall notify the Department Head and Vice President of Human Resources in writing of the duly appointed Stewards and their areas of responsibility, and of any changes as they occur.

Section 15.2 — A duly appointed Steward or Chief Steward who has been identified to the Employer in accordance with Section 15.1 of this Agreement may, upon application to and permission from his/her supervisor, be granted unpaid leave during working hours to process grievances and matters of concern to Employees covered by this Agreement, not to exceed forty-five minutes per pay period.

Section 15.3. — If a grievance meeting, held at Step 1, 2 or 3 of the grievance procedure under Article XIV, is scheduled during a Steward's working hours and if the Steward has been excused from work to attend the meeting as a necessary participant, the missed time from work will be without loss of pay regardless of whether the steward is a Chief Steward or a regular Steward.

ARTICLE XVI--SAFETY CLAUSE

Section 16.1 — It is agreed that the Employer shall continue to maintain such safety and sanitary conditions as are necessary to protect and preserve the health and welfare of its Employees. Safety concerns of an Employee should be brought to the attention of the immediate supervisor. No Employee shall be disciplined or discharged for refusing to work when the performance of such work would create a real and apparent danger to his/her health.

Section 16.2 — Should an Employee be injured at the job site, in the performance of his/her duties and in the absence of misconduct or negligence on his/her part and be unable to continue working as a result of such injury, such Employee shall be paid for the entire day on which the injury occurs.

Section 16.3 — Employees are required to follow the safety and health rules and procedures of the Employer. An Employee must notify his/her supervisor immediately in the case of any

accident, or any incident involving unsafe conditions, regardless of whether the Employee believes he/she has been injured in connection with the accident or incident. The Employee must notify his/her Supervisor of any work-related injury immediately upon becoming aware of such injury, regardless of whether he/she has already notified the Employer of any accident or incident that the Employee believes caused the injury.

Section 16.4 - The parties shall create a Labor/Management Committee to meet at least quarterly to discuss issues such as safety, equipment, training, schedules, etc.

ARTICLE XVII--NO STRIKES OR LOCKOUTS

Section 17.1 — For the duration of this Agreement and any extension thereof, the Union, its officers, agents, representatives and members, and Employees covered by this Agreement, shall not in any way, directly or indirectly, authorize, cause, assist, encourage, participate in, ratify or condone any strike, sympathy strike, sit-down, sit-in, slow-down, walk-out, cessation or stoppage of work, boycott, picketing, refusal to cross any picket line, or interference with or interruption of work at any of the Employer's operations, regardless of the cause or nature of the dispute underlying such activity. A violation of this Article by any Employee shall constitute cause for discharge; provided that a refusal to cross a picket line will not be grounds for discipline if the Employee shows he or she had a reasonable belief, based on the facts, that crossing the line would cause injury to his or her person or property. In addition to any other liability, remedy or right provided by applicable law or statute, should any such strike, sit-down, sit-in, slow-down, walk-out, cessation or stoppage of work, boycott, picketing, refusal to cross any picket line, or interference with or interruption of work at any of the Employer's operations occur, the Union upon written request by the Employer shall: (a) publicly disavow such action by the Employees; (b) advise the Employer 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 of such action.

Section 17.2 — In consideration of the agreement by the Union to Section 17.1, the Employer, for the duration of this Agreement and any extension thereof, shall not lock out its Employees regardless of the cause or nature of the underlying dispute.

Section 17.3 — In the event of an alleged violation of Section 17.1 or Section 17.2 of this Article, the grievance and arbitration procedures of Article XIV shall not be applicable. Instead, the aggrieved party may institute special arbitration proceedings regarding such violation by certified mail with return receipt guaranteed and by either facsimile or email notice thereof to the other party and to the Federal Mediation and Conciliation Service, which shall, immediately upon receipt of such notice, appoint an arbitrator to hear the matter. The arbitrator shall hold a hearing within twenty-four (24) hours after being appointed, and shall immediately provide telegraphic notice of the hearing to the Employer and the Union. The fee and other expenses of the arbitrator in connection with this arbitration proceeding shall be shared equally by the Employer and the Union. The failure of either party or any witness to attend the hearing as scheduled and

noticed by the arbitrator shall not delay said hearing, and the arbitrator is authorized to proceed, to take evidence and issue an award and order as though such party and/or witness were present. The arbitrator shall have jurisdiction to issue a cease and desist order with respect to such violation and such other relief as the arbitrator may deem appropriate to promptly terminate such violation, but shall have no authority to impose monetary damages. No opinion shall be required by the arbitrator, but only a written award and order which shall be issued at the hearing, and which shall contain a concise statement of reasons. Such award and order shall be final and binding on the Employer and the Union, and may be immediately confirmed and specifically enforced by the United States District Court for the District of Columbia, if it has jurisdiction (otherwise by any court of competent jurisdiction) upon the motion, application or petition of the aggrieved party.

ARTICLE XVIII--SUSPENSION AND DISCHARGE

Section 18.1 — The Employer shall not discharge or suspend any Employee without just cause. The discipline process in cases which do not involve misconduct of a serious nature shall be as follows:

Documented Verbal Warning
Written Warning
Suspension
Discharge

The elements of the discipline process may be for the same or different types of conduct. For misconduct of a serious nature, no written warning or other form of discipline need be given prior to a suspension or prior to a discharge, either of which may be imposed in the sole discretion of the Employer.

Section 18.2 --- The parties agree that misconduct of a serious nature includes, but is not limited to, the following examples:

- (1) Dishonesty, which shall include theft, falsification of any Employer record or report, including time reports.
- (2) Drinking, which shall include drinking any alcoholic beverage during working hours (including mealtime) or while in uniform, or being impaired by or under the influence of alcohol when reporting to work or during working hours (including mealtime).
- (3) Fighting during working hours, in uniform, or on Employer property, or other violent behavior.
- (4) Any violation of Article XVII ("No Strikes or Lockouts").
- (5) Unauthorized transportation, possession or use of, or being impaired by or under the influence of marijuana, phencyclidine (PCP), narcotic drug, amphetamine, a form of amphetamine or derivative of a narcotic drug, or any controlled substance,

during working hours (including mealtime) or on Employer property.

- (6) Misusing, destroying, or damaging Employer property.
- (7) Unauthorized transportation, possession or use of a firearm.
- (8) Insubordination.
- (9) Sleeping or the appearance of sleeping on the job.
- (10) Conduct that threatens the safety or well-being of another person.
- (11) Being absent without leave on three occasions during any twelve (12) month period.
- (12) Sexual harassment or any other harassing conduct in violation of the Employer's policies.
- (13) Physical abuse of a patient.

The Hospital has a policy of "zero tolerance" for physical abuse of a patient.

Any discipline imposed by the Employer for behavior listed in Section 18.2 shall be presumed appropriate unless the Union can establish the contrary by clear and convincing evidence.

Section 18.3 — For the purpose of this Agreement, being under the influence of alcohol is defined as having blood which contains greater than 75 milligrams per deciliter of ethanol. For purposes of this Agreement, an individual will be presumed to have been drinking an alcoholic beverage during working hours (including mealtime) if his/her blood ethanol level is greater than: (1) 75 milligrams per deciliter if the Employee has been at work less than 2 hours; (2) 50 milligrams per deciliter if the Employee has been at work for two hours but less than four hours; (3) 25 milligrams per deciliter if the Employee has been at work for four hours or more.

Section 18.4 — When the Employer believes that an Employee may be impaired by or under the influence of alcohol or any substance described in Section 18.2(5) (hereinafter referred to as "drugs"), the Employer can require submission to any test or tests it selects to determine the presence of alcohol or drugs. Any test for alcohol or drugs must be administered by a person qualified to conduct the test and evaluate the results of the test. It is specifically understood that the Union reserves the right to contest the qualifications of the person administering the test and the burden of proof rests with the Employer to demonstrate that the person administering the test was, in fact, qualified. In the event an Employee refuses to take such a test or to release the results thereof to the Employer, this refusal shall be deemed an admission of guilt and shall be grounds for immediate discharge. The Employer may conduct pre-employment drug and alcohol testing in its sole discretion.

Section 18.5 — In the event of a suspension or a discharge, the Employer shall provide the Employee with a written notification. Reason(s) for the suspension or discharge will be

included in the written notification. The Employer will notify the Union of the action by providing a copy of the Employee's written notification within three (3) working days of the notification to the Employee. The Employer may suspend an Employee without pay pending any investigation of actions it reasonably believes may result in discipline.

Section 18.6 — Upon discharge, an Employee will be paid in the normal course of the Hospital's pay cycles until all money due him/her has been exhausted.

Section 18.7 — The Employer recognizes the Employee's right to request the presence of a Union steward during an investigatory interview by the Employer which may result in discipline.

ARTICLE XIX — SENIORITY CLAUSE

Section 19.1 — In recognition of the principle of seniority for Employees under this Agreement, the Employer agrees that when qualifications of applicants such as ability, training, skills and other relevant job requirements are considered equal by the Employer, preference shall be given to the Employee applicant with the greatest seniority in selection for vacant positions covered by this Agreement. Seniority shall apply in layoffs and recalls as provided in this Agreement.

Section 19.2 — Seniority is defined as the length of time an Employee has been continuously employed in positions covered by this Agreement. An Employee's seniority shall be terminated and his rights under this Agreement forfeited for the following reasons:

- (a) Discharge for cause, quit, resignation or retirement;
- (b) Willfully exceeding an authorized leave of absence;
- (c) Job abandonment, which is defined as absence for three (3) consecutive scheduled work days without notifying the Employer as soon as possible during said absence of the reason therefor, unless prevented from doing so by an illness or accident;
- (d) Layoff in excess of six (6) consecutive months or a period exceeding the length of the Employee's seniority, whichever is less;
- (e) Transfer to a position not covered by this Agreement; provided that if within twelve (12) months of a transfer to a position not covered by this Agreement, the Employee leaves such position and is again employed in a position covered by this Agreement, the Employee will be restored to the seniority level he or she had prior to the transfer.

ARTICLE XX — UNION ANNOUNCEMENTS & CONFERENCES

The Employer shall permit the Union to post announcements of meetings and functions on a bulletin board to be provided by the Employer, and placed in a convenient position to be designated by the Employer and the Union's stewards at the Employer's facilities. It is further agreed that conferences held between Union representatives and the Employees shall not be held during the attending Employees' working times; and if held on the premises, said conferences must be within a place arranged for with management through advance notification to the Human Resources Department.

ARTICLE XXI — JOB DUTIES

A job description for Security Guard, Special Police Officer and Lead Guard, will be made available to Employees by the Employer for inspection. Duties described in the job description will be examples of typical tasks expected of Employees who fill these positions. They are not meant to be all-inclusive or to preclude the incumbent from performing other related duties as assigned. Nor are they intended to preclude the assignment of unrelated duties when unforeseen events occur which prevent the normal operational schedule from being followed. When any classification description is changed, the Employer will furnish a copy to the Union.

ARTICLE XXII — EMPLOYEE BENEFIT PROGRAM

Employees shall continue to participate in the following Hospital Benefit Programs, according to the terms and conditions thereof as established by the Hospital, in its sole discretion, from time to time:

- Health Insurance
- Long-term Disability Insurance
- Life Insurance
- Retirement Plan
- Educational Benefits

Any changes made by the Hospital in the above programs shall apply to Employees covered by this Agreement. The provisions and the administration of the above plans shall be in conformance with Hospital policy and the grievance and arbitration provisions of this Agreement shall not apply.

ARTICLE XXIII — PERSONNEL FOLDERS

Section 23.1 — It shall be the responsibility of every Employee to keep the Employer informed of his/her current address and telephone number. Such notice shall be provided to the Employer by the Employee within twenty-four (24) hours of such change. Employer notification to an Employee shall be sufficient if made personally, by written memorandum, by mail, or other communication method provided by the Employee such as email or facsimile addressed to the Employee's last known address or contact information as shown on the personnel record maintained by the Employer, or where appropriate, by the Employee.

Section 23.2— An Employee shall have the right, upon reasonable notice and during normal business hours at a time not interfering with normal operations and not conflicting with the Employee's work assignment, to review the Employee's personnel file in the Human Resources Department in the presence of a representative designated by the Employer. The Employee may request that a Union representative be present during such review.

Section 23.3 — If, after receipt of a notice of warning, an Employee receives no other disciplinary action for any reason for one (1) year, the notice of warning will not be used by the Employer in imposing any future disciplinary action and, upon request, will be removed from the Employee's official personnel folder. If, after receipt of a notice of suspension, an Employee receives no other disciplinary action for any reason for two (2) years, the notice of suspension will not be used by the Employer in imposing any future disciplinary action and, upon request, will be removed from the Employee's official personnel folder.

ARTICLE XXIV — TRAINING

Section 24.1 — It is agreed by the Employer and the Union that a program for training Employees to increase their knowledge and skills in their occupational specialties, may be of mutual benefit to management and the Employees. Accordingly, the Employer agrees to make a continuing effort, to the extent permitted by program needs and budgetary availability, to provide training of existing Employees who wish to improve the level of their qualifications. Training may be given on the job or in formal classroom sessions by supervisors, senior Employees or other qualified instructors, and may include training on crisis intervention and self-defense and restraint.

Section 24.2 — The Employer shall provide training programs and shall be reasonably related to such topics as the Employer determines would be appropriate to assist Employees in performing their duties. Employees are required to successfully complete all training programs. If an Employee does not successfully complete the initial program, the Employee will have a second opportunity to participate in that program. If the Employee does not successfully complete the program on the second opportunity, the Employee will be terminated.

Section 24.3 — if the Employer plans to send one or more Employees to a specialty school or course of instruction that is not available to all Employees, the Employer will make this information available for at least seven (7) days. Any interested Employee can then sign up to participate. The Employees will be selected to attend on a seniority basis, except that the most senior Employee who has not had the opportunity to attend a specialty course of instruction shall be chosen first. If, in the Employer's sole discretion, the schedule permits an Employee to attend a class during the Employee's regularly scheduled workday, the Employee will be paid for the Employee's regular tour of duty.

Section 24.4 — If an Employee attends a training program outside the D.C. metropolitan area, the Employer shall pay the Employee's reasonable travel expenses, provided that such expenses have been approved in advance by the Employer.

Section 24.5 — New Employees will commence with field training upon being hired. They will

attempt to complete the field training during the 90-day probationary period. Upon successful completion of field training, officers will perform "SPO" duties.

ARTICLE XXV — MISCELLANEOUS

Section 25.1 — The Hospital will furnish, for the use and benefit of all Employees, individual lockers and locker room facilities which shall be maintained for and by Employees and the Hospital in a sanitary and serviceable condition. Employees shall not post any material(s), i.e., pictures, posters, stickers, etc., in or on the lockers or in the locker room facility. No monetary charge shall be levied on Employees for maintenance thereof, as long as the maintenance needs are not caused by intentional conduct or negligence of the Employees.

Section 25.2 — The Hospital will ensure, for sanitary purposes, a locker shall be assigned to each individual Employee as a normal equipment allowance item and the Hospital shall provide a locker to each Employee for the duration of that Employee's period of employment.

Section 25.3 — The Hospital shall work to ensure that it supplies and continues to clean and maintain the locker room in accordance with existing practices.

Section 25.4 — The Hospital shall respond to notices of defective equipment submitted to it in good faith by the Union or Employees without reprisal.

Section 25.5 — All Employees required to drive for the Hospital shall maintain a valid District of Columbia, Maryland, or Virginia driver's license issued by the jurisdiction in which they reside.

Section 25.6 — Employees shall be required to comply with all legal requirements applicable to the performance of their functions, including but not limited to any licensing requirements imposed by the District of Columbia.

Section 25.7 — Employees assigned for duty as SPOs shall read and initial a sheet indicating that they have read and understand the contents of the Standard Operating Procedure Manual during the first four weeks of employment. All Employees shall read and initial a sheet indicating that they have read and understand all new procedures and revisions to old procedures.

Section 25.8 — Each Employee shall receive an annual written performance appraisal, which normally will be completed on or about the Employee's anniversary date.

Section 25.9 — Performance appraisals shall be discussed with the Employee in a private conference. The Employee shall have the opportunity to comment both orally and in writing on the appraisal and the work situation. The Employee shall acknowledge his/her review of the appraisal by signing and dating it, after the supervisor has signed and dated it. Each Employee shall then receive a copy of the appraisal.

Section 25.10 — If an Employee is not satisfied with an appraisal, the Employee may discuss it with the next level supervisor up through the Vice President, Human Resources or a designee Department Head. Any Employee who receives an appraisal indicating a performance below "satisfactory" shall have the right to have a Union representative present during any discussion, after the initial appraisal meeting with the shift supervisor. Performance appraisal ratings shall

not be subject to the grievance and arbitration provisions of this Agreement.

Section 25.11 — The Employer shall be entitled to determine whether an Employee is capable of performing the requirements of the job, subject to any applicable requirements concerning Employees with disabilities.

Section 25.12 — The Employer may select any licensed testing facility for the purpose of conducting drug or alcohol tests under Section 18.4 of this Agreement. The costs of all such tests shall be paid by the Employer and the results of all such tests shall be disclosed to the Employer and to the Employee.

Section 25.13 — The Union shall be provided written notice of any changes to the general orders or standard operating procedures.

ARTICLE XXVI — MANAGEMENT RIGHTS

Section 26.1 — All management functions, rights and responsibilities which the parties have not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Employer. More specifically, without limiting the generality of the foregoing, the Employer retains the exclusive right to direct and schedule the working force; to plan, direct and control operations; to establish, reorganize, combine or discontinue operations; to contract out work; to hire, promote, transfer, lay off and recall Employees to work; to determine the number of Employees and the duties to be performed; to establish, add to, reduce, combine or discontinue job classifications; to reprimand, suspend, discharge or otherwise discipline Employees for cause; to introduce new or improved methods, equipment and facilities; to make and change Employer rules, regulations, policies and practices not inconsistent with the terms of this Agreement; and otherwise generally to manage the facilities of the Employer so as to attain and maintain full operating efficiency.

Section 26.2 — The Union agrees to cooperate with the Employer to attain and maintain full efficiency in its operation and the Employer agrees to receive from the Union constructive suggestions, which the Employer shall consider in its sole discretion.

Section 26.3 — 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.

ARTICLE XXVII — EFFECTIVE DATE AND DURATION

Section 27.1 — Term of Agreement. This Agreement shall become effective as of October 1, 2014, and shall continue in full force and effect through and including September 30, 2017. This Agreement shall be deemed to be renewed from year to year unless either party notifies the other

in writing at least ninety (90) days before the expiration date of its desire to amend, modify or terminate said Agreement on such expiration date.

Section 27.2 — Severability. If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any applicable law, such term or provision shall continue in effect only to the extent permitted by such law. If any term or provision of this Agreement is, or becomes, invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

Section 27.3 — Finality. The parties acknowledge that during the negotiations which resulted in this Agreement each had the right and opportunity to make demands and proposals with respect to any subject within collective bargaining, and that the understandings arrived at after the exercise of that right are set forth in this Agreement. The express provisions of this Agreement for its duration contain the complete and total contract between the Employer and the Union with respect to rates of pay, wages, hours of work and other conditions of employment. It is further agreed that this Agreement can only be added to, detracted from, altered, amended or modified by a document in writing, signed on behalf of the parties hereto by their duly authorized officers and representatives.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by signatures of their duly authorized representatives


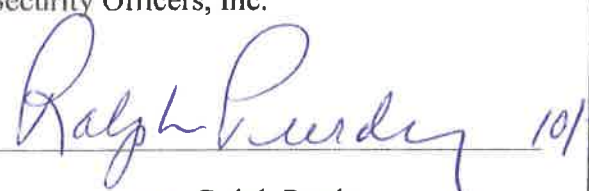
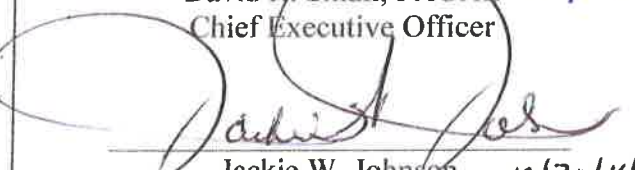
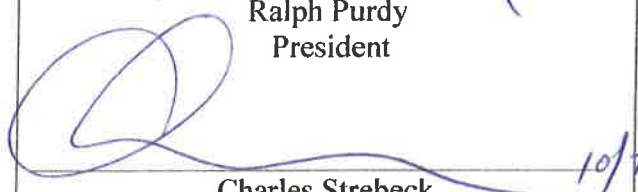
NOT-FOR-PROFIT HOSPITAL CORPORATION/ UNITED MEDICAL CENTER	UNITED FEDERATION OF SPECIAL POLICE AND SECURITY OFFICERS, INC.
By: Not-for-Profit Hospital Corporation	By: United Federation of Special Police and Security Officers, Inc.
 David R. Small, FACHE Chief Executive Officer 10/20/14	 Ralph Purdy President 10/17/14
 Jackie W. Johnson Executive Vice President, Human Resources 10/20/14	 Charles Strebeck Labor Consultant 10/17/14



EXHIBIT 1

UNION DUES PAYROLL DEDUCTION AUTHORIZATION FORM

UNITED FEDERATION OF SPECIAL POLICE & SECURITY OFFICERS, INC.
540 North State Road
Briarcliff Manor, New York 10510

UNION DUES PAYROLL AUTHORIZATION
Local 672 - Not-for-Profit Hospital Corporation/ United Medical Center

Date: _____

You are authorized and directed to deduct from my wages or salary, as required by the United Federation of Special Police & Security Officers, Inc., my membership dues and to remit same to the United Federation of Special Police & Security Officers, Inc. This authorization is a voluntary act on my part and shall be irrevocable for a period of one year or until the termination of the collective bargaining agreement, whichever is sooner, and shall, however, renew itself from year to year unless the undersigned gives written notice to the United Federation of Special Police & Security Officers, Inc.

Signature: _____

Print the following information:

Employee Name: _____

Address: _____

City or Town: _____ State: _____ Zip: _____

Social Security Number: _____

Date of Birth: _____ Date of Hire: _____

Job Title/Position: _____ Full-Time/Part-Time: _____

Telephone Number: _____ Email: _____

APPENDIX A:

Hourly Wage Rates During Contract Term

YEAR	% increase to base	Pay Rate	Maximum Incentive for FY
FY 14	2.5%	\$15.50	
FY 15	3.87%	\$16.10	0.85% ¹
FY 16	1.56%	\$16.35	3.44%
FY 17	1.0%	\$16.51	4.00%

Performance Incentive Program

As part of the Incentive Program, each Employee will receive a 2.5% increase in base pay retroactive to the beginning of FY 2014. At the beginning of the second quarter of FY 2015, 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 to 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 to receive the maximum incentive.

¹ Calculated for three-fourths of FY 2015