

AGREEMENT

Between

LAS PALMAS MEDICAL CENTER

and

**SERVICE EMPLOYEES INTERNATIONAL UNION
HEALTHCARE TEXAS**

October 22, 2014

through

May 31, 2017

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ARTICLE 1

AGREEMENT

This Agreement is made and entered into by and between SEIU Healthcare Texas (hereinafter referred to as the “Union”) and Las Palmas Medical Center (hereinafter referred to as the “Hospital” or “Employer”).

ARTICLE 2

RECOGNITION

Section 1. Exclusive Bargaining Representative

The Hospital recognizes the Union as the sole and exclusive bargaining representative in a single combined bargaining unit for employees covered by this Agreement as follows:

All full-time, part-time, and PRN employees employed by Las Palmas Medical Center in the service and maintenance, technical, skilled maintenance, and business office clerical bargaining units, excluding all other employees, confidential employees, registered nurses, professional employees, managerial employees, guards and supervisors. This Agreement shall also apply to any employees who are added to the bargaining unit by unit clarification, accretion, and/or agreement by the parties.

Section 2. Withdrawal of Recognition

The Hospital agrees not to and expressly waives any right it may have to withdraw recognition concerning, to petition for unit clarification concerning, or in any other way to challenge the inclusion in the bargaining unit of any employees or classifications or job titles who or which are currently included in the unit on the grounds that they are or may be supervisors or supervisory.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1. Reservation of Management Rights

The Hospital reserves and retains, solely and exclusively, all of the rights, privileges and prerogatives it had or possessed prior to the execution of this Agreement and that it would otherwise have in the absence of this Agreement, regardless of the frequency or infrequency with which such rights have been exercised in the past, except to the extent that such rights, privileges and prerogatives are specifically and clearly abridged by express provisions of this Agreement.

Section 2. Elaboration of Management Rights

Without limiting the generality and breadth of the foregoing Section 1, and by way of illustration and expansion rather than limitation of that Section, the Hospital's sole, exclusive and unilateral rights shall include, but are not confined to, at least the following:

1. To control, direct, supervise and manage the working force;
2. To determine whom to employ, including the qualifications, recruitment, selection, hiring and training of Employees;
3. To determine the initial rate of pay for newly hired Employees;
4. To hire and utilize personnel from nursing registries and other temporary help agencies for designated periods of time, or for unlimited duration;
5. To assign or allow Registered Nurses employed in supervisory or managerial positions to perform clinical related nursing work;
6. To promote, demote, transfer, layoff and recall Employees;
7. To discipline and discharge Employees for cause;
8. To create, establish, adopt, change or rescind Hospital work and safety rules, guidelines, policies and procedures;
9. To establish and enforce standards for the quality and quantity of work required to be performed in all jobs;
10. To determine the size and composition of the work force and the schedule of operations and hours of work, including the number and hours of work per day and per week, the number of shifts required, the starting and ending times of such shifts, the number and length of any break times and meal times during each shift, and the number, qualifications and identity of Employees assigned to any particular shift or operation;
11. To determine and direct policies, modes and methods of providing patient care;
12. To determine job duties and the division of duties between job classifications and the Employees within those classifications;
13. To specify work requirements and assign work duties;
14. To assign overtime hours as needed to provide patient care;
15. To establish and alter working schedules as needed for efficient patient care;
16. To alter, rearrange, change, extend, limit, curtail, suspend, cease or close any or all of its services or operations;
17. To contract out and/or subcontract, relocate, sell, assign, transfer, suspend, cease, or close any bargaining unit work or services;
18. To determine the number, location and types of facilities;
19. To determine the services to be performed, and the location or unit where such services will be performed;
20. To decide the number and qualifications of Employees that may be assigned to any unit, procedure, group of patients, or job;
21. To determine the equipment, machinery, methods or processes to be employed in the performance of bargaining unit work;

22. To introduce new or improved equipment, machinery, methods or processes and to change or eliminate existing equipment, machinery, methods or processes; and
23. To automate methods, processes or operations.
24. To install or maintain security cameras to provide for hospital security.

Section 3. Intended Effect

It is understood that the Hospital shall not be obligated to bargain with the Union over the decisions to exercise, or the effects of the exercise, of the management rights described in Sections 1 and 2, above.

The terms and provisions of this Agreement shall be effective only so long as the facilities described in the Article entitled "Recognition" are in operation, and it is recognized that the Hospital shall have the unrestricted right and privilege in its sole discretion, to suspend or cease the operations of the facilities or its businesses at the facilities, or any phase or part of such business or operations, whenever, in the opinion of the Hospital, good business judgment makes such curtailment or discontinuance advisable.

ARTICLE 4

REPRESENTATION

Section 1. Lists of Employees

On a quarterly basis, the Hospital will supply the Union with a list in Excel format of all current bargaining unit Employees, including the Employee's name, last known address and telephone number, job classification, unit, shift, wage rate/salary, and date of hire. The Hospital will also include a list of all bargaining unit Employees terminated or hired during the preceding quarter.

Section 2. Access for Union Representatives

The Hospital shall allow duly authorized Representatives of the Union (including off-duty Union Stewards) to visit the Hospital to ascertain whether or not this Agreement is being observed and to assist in adjusting grievances, to post literature in accordance with Article 7 - Bulletin Boards, or to distribute literature during conference room events in accordance with Section 3 and within the confines of the conference room (with the Union expressly agreeing to clean up all of its property at the conclusion of the event). Nothing herein shall be construed to limit the access or distribution rights of off-duty employees under the National Labor Relations Act. The parties expressly agree that the access privileges to break rooms/lounges (but not cafeteria access) set forth in this Article shall expire if, and when, this Agreement expires.

Other than visits to the cafeteria or break rooms/lounges, and unless otherwise addressed in this Article, notification of each such visit will be made during the normal business hours of the Human Resources Department at least twelve (12) hours in advance of the visit. Upon arrival at the Hospital, whether visiting the cafeteria or any other area of the Hospital as outlined below, the Representative will notify the Director of Human Resources (or his/her designee) of his/her presence, and identify the purpose of his/her visit and the areas of the Hospital which the Representative desires to visit.

Access to the Hospital shall be limited to the cafeteria, employee break rooms/lounges utilized by Employees represented by the Union, meeting rooms (as addressed in Section 3), or locations designated by the Hospital for grievance meetings.

However, access to employee break rooms/lounges shall be limited by the following:

- a. No more than three (3) Representatives may be present at any given time in the break rooms/lounges cumulatively;
- b. No more than one (1) Representative may be present in any one break room/lounge at any given time;
- c. Representative may only visit in accordance with the schedule the Union provides to the Hospital, due twenty-four (24) weekday hours prior to commencement, which shall set forth a three (3) hour block of time per shift in which the Union intends to be present. The Union shall provide the Hospital with twenty-four (24) hour notice of any changes to such schedule, provided that such notice is during the normal business hours of the Human Resources Department;
- d. Representatives shall not have access to break rooms/lounges in the following secured locations: ICU, NICU, Pharmacy, Plant/Maintenance, NSU, Emergency, PICU, Labor/Delivery, PACU; and
- e. The Union agrees that, regardless of the Union's schedule, operational needs trump union access, and that the Union will vacate any break room/lounge needed for operational purposes (*e.g.*, staff meetings, report, in-service). When feasible, the Hospital will provide the Union with twenty-four (24) hours notice of any such operational need.

However, regarding cafeterias, no more than three (3) Representatives may be present in any cafeteria at any given time.

During visits under this Section, it is mutually agreed that there will be no interference by the Union or any of its Representatives with the working time of an employee. The Union Representatives visiting the Hospital pursuant to this Article shall not solicit or otherwise meet with non-bargaining unit employees (which restrictions shall not apply to communications in the cafeteria and break room/lounges with employees who were

subcontracted after the date of ratification of this Agreement and are still represented by SEIU) for any purpose.

Representatives may confer with bargaining unit employees on their non-working time in cafeterias, employee break rooms, or in employee lounges. Such conferences shall not interfere with the operation of the Hospital. Union Representatives will not enter enclosed working areas of the Hospital or other areas that are not open to visitors, other than employee break rooms and employee lounges. Representatives may exchange greetings with employees on their way to and from the break rooms and may inform employees that the Representative will be in the break room, provided that the Representative shall not interfere with patient care or other work activities.

Section 3. Use of Conference Rooms

Twelve times in a calendar year, and at least once per month (in each campus for those Hospitals with more than one location), the Hospital will give the Union access (subject to availability) to one of the following break/meeting rooms (or a mutually agreed upon alternative): Classrooms A, B, C, on the following basis, for the purpose of determining whether this agreement is being observed, to investigate a grievance, for education and training, or for other legitimate Union activities related to the administration of this contract which are not prohibited by this Article:

- (1) Such session may last up to two (2) hours on the first shift, up to two (2) hours on the second shift, and up to four (4) hours on the third shift, within a fourteen (14) hour period.
- (2) The Union must request a room at least 14 days in advance and such request will be granted, subject to availability. Requests may not be made more than six (6) weeks in advance. Once space is reserved, the Union will give the hospital at least 7 days notice of cancellation and the Hospital will not cancel the space (without offering alternative space sufficient for the needs of the meeting) except in the case of an emergent need for the space which would have resulted in cancellation of a departmental or human resources meeting in such space.
- (3) Access to the room provided shall be limited to no more than three (3) Union representatives at a time (local or international staff and full-time elected officers of the union), unless mutually agreed to more. Non-employees may be permitted to attend meetings with advance notice and the agreement of the Director of Human Resources or his/her designee.
- (4) The Union agrees that it will not use access to meeting rooms for the purposes of holding elections or votes (other than Steward elections and contract ratifications) preparing signs, banners, ribbons, buttons, flyers, or other materials, or for meetings relating to organizing activities at other employers or hospitals.

Human Resources will facilitate access to meeting or break rooms which are locked.

Union Representatives visiting the Hospital shall not solicit non-bargaining unit employees for any purpose or meet with non-bargaining unit employees. Union Representatives visiting the Hospital will converse with Employees only on the non-working time of the Employee, and only in the cafeteria or designated meeting or break rooms reserved above.

Section 4. Resolution of Disputes

If the Hospital believes a Union Representative has violated the access privileges identified in this Article, the Hospital may revoke that Union Representative's access privileges (but not the Union's access privileges) pending resolution of the dispute. In the event of such a dispute, the parties shall first meet and discuss the matter in an effort to resolve the dispute amongst themselves.

Second, if the dispute is not resolved within 24 hours, the parties shall engage the services of a mutually agreeable arbitrator and shall participate in expedited arbitration, unless a different timeline is agreed upon by the parties. The arbitrator shall hear and rule on the dispute within 24 hours (48 hours from the inception of the dispute). The arbitrator shall be empowered to find whether an access violation occurred, but not to fashion remedies other than those identified in this paragraph. If the arbitrator has found three violations of the access privileges, the Union's access to break rooms/lounges shall be revoked for the duration of this Agreement.

The same procedure shall apply in the event that the Union believes Management representatives are repeatedly violating the Union's access or bulletin board rights, and if the arbitrator determines that such has been occurring, the arbitrator will be empowered to fashion an appropriate remedy sufficient to enforce these rights.

The arbitration hearing may be conducted telephonically if necessary. The parties shall each bear their own costs and fees incurred in preparing and presenting their case to the arbitrator. The charges, fees and expenses of the arbitrator shall be borne and paid for by the losing party.

Section 5. Union Stewards

A. Selection and Notification

The Hospital will recognize up to one Union Steward selected by the Union per 30 bargaining unit employees who shall be Employees actively employed in bargaining unit

positions. The Union will furnish the Hospital with written notification of the names of its Union Stewards, as well as the bargaining unit which each of them will service.

B. Assisting Employees

Stewards shall be selected by the Union to handle Union business as may arise from time to time, including the investigation and processing of Employee grievances. An Employee may have a Union Steward or Representative present when he/she is questioned by management concerning a matter which that Employee reasonably believes may result in discipline to him/her (including the issuance of a verbal warning or reprimand but excluding coaching, mentoring, informal counseling, and notices of deficiency as described and required in Article 15, Section 2 (Performance Evaluations)).

Union Stewards, when attending investigatory or grievance meetings scheduled by management during their work time, shall leave their work to attend such meetings only with the prior permission of their supervisor (which permission shall not be unreasonably denied). Stewards attending such meetings during their work time shall be paid for such portion of the time spent in such meetings as corresponds to their scheduled work hours.

Grievance meetings will be scheduled at a time and date mutually agreed upon. Time spent in grievance meetings by grievants will be unpaid time unless the grievance meeting is scheduled during the grievant's work shift for the convenience of the Hospital. Formal investigations of grievances by Union Stewards and grievants outside of grievance meetings with the Hospital shall be conducted on the non-working time of all involved Employees. Time spent attending arbitration hearings by Union Stewards, grievants, and witnesses called by the Union shall be unpaid time.

Section 6. Negotiating Committee

Except to the extent that patient care needs dictate otherwise, members of the Union negotiating committee will be granted time off without pay on the day of negotiation sessions, as well as any shifts that are contiguous to the starting time of negotiations, provided they request the time off prior to the regular schedule being posted. If a particular negotiating session is not set until after the regular schedule is posted, the Hospital will make a reasonable effort to grant such unpaid time off to any Union negotiating committee member requesting such time, provided that patient care is not compromised and that nothing herein shall obligate the Hospital to incur overtime or contract labor expenses in order to accommodate such requests.

ARTICLE 5

UNION SECURITY AND COPE CHECKOFF

Section 1. Payroll Deduction of Union Dues.

(a) Upon the receipt of a written authorization from an employee, the Hospital shall deduct from the employee's wages an amount equal to monthly union membership dues which shall be deducted each pay period, regardless of the employee's membership status, and remitted to the Union. Once authorized, payroll check-off shall be irrevocable for a period of one year and automatically renewed each year thereafter, except that authorization may be withdrawn by the sending of a written notice to both the Union and Employer by registered mail during the period of fifteen (15) days immediately succeeding the annual anniversary date of the employee's authorization or beyond the termination date of the applicable collective bargaining agreement, whichever occurs sooner. Notwithstanding any other language in this Article, the Hospital's obligation to deduct and remit dues and/or COPE contributions shall terminate upon the expiration of this Agreement.

(b) Along with the deductions, the Hospital will transmit to the Union, no later than the 10th of each month, an electronic or digital standard computer importable data file in a format agreed upon by the parties (e.g., excel, etc.) with the following information for all bargaining unit employees: First name, last name, address, city, state, zip, social security number, date of hire, salary or hourly wage, hours worked per pay period, home phone number, department/cost center, job classification, status (full-time, part-time, PRN), shift (when available from Hospital information systems), date of birth, gender, and dues paid for the period. The file shall be transmitted in a manner agreed upon by the parties (e.g., disk, CD ROM, email, etc.). As technology advances, the union reserves the right to make changes to the medium used as the standard computer database importable electronic file format and or method of delivery.

Section 2. Indemnification of Hospital.

The Union agrees to indemnify, defend and hold the Hospital harmless against any and all claims or suits that may arise out of or by reason of action taken by the Hospital in reliance upon authorization cards submitted by the Union. The Union agrees to refund to the Hospital any amounts paid to it in error on account of the payroll deduction provision, upon presentation of proper evidence of error or mistake.

Section 3. Notification of Amount

The Union will advise to the Director of Human Resources, in writing, the current rate of membership dues. The Director of Human Resources will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.

Section 4. Committee on Political Education.

The Hospital shall deduct from each employee's check an amount voluntarily authorized for the Committee on Political Education ("COPE") and submit, bi-weekly to the Union. Once the Union provides an authorized deduction form for the COPE to the Hospital, the Hospital will honor the COPE deduction by no later than the next pay period beginning after receipt of the authorization.

ARTICLE 6

NON-DISCRIMINATION

The Hospital and the Union agree that neither party shall discriminate against any employee covered by this Agreement on the account of race, color, religion, national origin, age, sex, sexual orientation, disability, union activity and as required by local, state, and federal law.

Alleged violations of the foregoing shall be subject to the grievance procedure set forth in this Agreement, but no grievance shall be referred to arbitration, unless: (1) the claim has not previously been asserted in federal or state court, or before the NLRB or any federal, state, or local administrative agency; and (2) the grievant signs an agreement that arbitration will be the exclusive forum for such claim and waives his/her right to pursue such claim in court. Class grievances alleging discrimination shall not be referred to arbitration unless each and every member of the class complies with the two conditions shown above.

ARTICLE 7

BULLETIN BOARDS

The Hospital will provide the Union with one locked bulletin board behind glass of at least 24 by 36 inches located in the hallway outside the Human Resources office near the time clock, and will also provide unlocked bulletin boards in employee break rooms and employee lounges, for the posting of Union notices and announcements regarding Union business, such as meetings, internal Union election results, education and social events. These boards shall be the exclusive location for the Union to post notices. Postings must be related to Union business and shall not contain material that is derogatory or critical regarding the Hospital, its employees, and/or its patients and visitors. Any notice that is posted according to the terms of this section must include the date of posting and must be

signed by the Union representative posting the notice. At least four (4) hours prior to posting a notice, the Union must submit a copy of the notice to the Hospital's Human Resources Department, provided such notice is submitted Monday-Friday, 8:00 a.m. – 5:00 p.m. Both the Union and the Hospital shall have a key to the bulletin boards. If the Hospital believes that the notice is not appropriate for posting as provided in this Article, it shall so inform the Union in writing. The Hospital shall not access a bulletin board to remove any notice unless such written notification has first been transmitted to the Union.

ARTICLE 8

BARGAINING UNIT WORK

It is not the intent of the Hospital to displace bargaining unit employees with supervisory employees in the performance of bargaining unit work. Further, if during the term of this Agreement the Hospital should establish a new job classification whose duties are or have historically fallen within the scope of duties of a bargaining unit position, this Agreement shall apply to the new classification. It is understood, however, that nothing in this Agreement shall preclude members of management from performing bargaining unit work during the course of training, in the event of an emergency, when such work or assistance to an Employee is otherwise necessary for the timely provision of quality patient care, or as consistent with past practice.

ARTICLE 9

LEAVES OF ABSENCE

Section 1. Compliance with Laws

The Hospital shall comply with all applicable federal, state and local laws regarding employee leaves of absence, including but not limited to USERRA and the Family Medical Leave Act.

Section 2. General Medical Leave of Absence

(a) Eligibility - A medical leave of absence may be granted to a full-time or part-time employee with at least six months of continuous service. Any accrued paid benefit time should be run concurrently with the leave of absence and equal to the employee's regular, not reduced, scheduled hours. There is no minimum service requirement for eligibility for a leave of absence occasioned by a pregnancy-related disability, or for a disability arising out of an on-the-job injury or illness.

(b) Approval - Employees will communicate with their supervisors about their interest in requesting a general medical leave of absence. They will then complete a written request for the leave. All leaves will be approved on the circumstances of the request.

(c) Duration - Medical leaves, if granted, are granted for the duration of the period of disability, not to exceed six (6) months during a backwards-rolling twelve-month period. If family and medical leave and general medical leave are taken during the same 12-month period, the total combined leave time may not exceed six (6) months; however, an employee's individual circumstance may be the basis to consider general medical leave time beyond six (6) months.

When an employee can only return to work with a temporary or permanent restriction that affects ability to perform the essential functions of the job, the employee's supervisor should consult with Human Resources in order to evaluate possible reasonable accommodation to get the employee back to work.

(d) Medical Verification – The Hospital reserves the right at any time to require proof or medical verification of an employee's ability or inability to work. Such proof or verification may include periodic reports from, or consultation with, the employee's health care provider or examination of the employee at the Hospital's expense by a health care provider selected by the Hospital. However, in no event may the Hospital require than an employee see a health care provider selected by the Hospital.

(e) Reinstatement – An employee returning from a medical leave of absence has no guaranteed right to reinstatement.

(f) Benefits – Health and life insurance benefits ordinarily provided by the Hospital and for which the employee is otherwise eligible will be continued through the end of the month in which any portion of the leave is covered by PTO, thereafter such coverages will be continued if the employee elects to pay the full costs of such coverage. The Hospital may require an employee on General Medical Leave to use accrued unused benefit time (PTO). Employees on a General Medical Leave of Absence shall neither accrue nor forfeit any benefits during the unpaid portion of their leave.

Section 3. Education Leave

Consideration will be given an employee requesting a leave of absence to continue his/her education in the health care industry if the employee has expressed full intention of returning to employment.

(a) Eligibility -Full-time regular employees with at least six months of continuous service who seek to enroll as full-time students in a course of study that would otherwise conflict with their normal work schedule. Enrollment in part-time, night or weekend courses will not support eligibility.

(b) Approval - Employees will communicate with their supervisors about their interest in requesting an educational leave of absence. They will then complete a written request for the leave. Approval for an educational leave is based on the needs of the Hospital and the appropriateness of the course of study to the operations of the organization.

(c) Duration - The leave may not exceed six (6) months without the express written approval of the Hospital.

(d) Reinstatement – An employee returning from an Education Leave of Absence has no guaranteed right to reinstatement.

(e) Benefits – Employees will continue to participate in the insurance benefits plan as long as they are using accrued PTO. Once an employee’s PTO is exhausted, the employee must pay the full costs of all group insurances (medical, dental, life, and long-term disability.) The Hospital may require an employee to use accrued unused PTO during the period of leave.

Section 4. Personal Leave

A personal leave of absence may be approved for a variety of reasons. The Hospital may approve a personal leave for situations that in the Hospital’s view, require it.

(a) Eligibility - An approved personal leave of absence may be granted to regular full-time or part-time employees with at least six (6) months of continuous service. If any portion of the leave is paid, the employee’s regularly scheduled hours, not reduced hours, are charged to PTO and the premiums normally paid by the employee, while working, will be deducted from such pay.

(b) Approval - Employees will communicate with their supervisor about their interest in requesting a personal leave of absence. They will then complete a written request for the leave. Approval will be granted by the Hospital based on the circumstances surrounding the request.

(c) Duration - The leave should not exceed six (6) months.

(d) Reinstatement – An employee returning from a Personal Leave of Absence has no guaranteed right to reinstatement.

(e) Benefits – Employees will continue to participate in the insurance benefits plan as long as they are using accrued unused PTO. Once an employee’s PTO is exhausted, the employee must pay the full costs of all group insurance (medical, dental, life, and

long-term disability). The Hospital may require an employee to use accrued unused PTO during the period of leave.

ARTICLE 10

UNION LEAVE

Section 1. Eligibility

Any regular full-time, regular part-time, or per diem Employee with at least six (6) months service who is selected by the Union may request a leave of absence for Union business. However, nothing herein shall obligate the Hospital to incur overtime, other premium pay, or contract labor expenses to accommodate leave requests pursuant to this Article.

Section 2. Duration of Leave, Notice, and Other Requirements

A. Union leave shall not exceed two-hundred seventy (270) calendar days per contract year or prorated as appropriate to be used at any time during this contract as further set forth below.

B. Requests for union leave will be in writing, stating the reason for the leave with reasonable particularity, and will be made at least thirty (30) calendar days in advance of the date the requested leave would commence.

C. No more than two employees per bargaining unit shall be authorized for such leave simultaneously; however, at no time shall two employees from the same unit/department be on leave at the same time, unless permitted by the Hospital at its sole discretion. In the extraordinary event that a substitute with the essential skill set of the Employee requesting leave is unavailable for the requested time frame of the leave, the leave may be postponed until a replacement is found.

D. No employee's leave may exceed one-hundred eighty (180) calendar days and an employee may not take more than one leave in any rolling twelve (12) month period. No leave may be taken for the purpose of or include the activity of organizing another HCA affiliated facility.

Section 3. Use of PTO

Union leave is unpaid. However, any Employee who has accrued PTO time may use such time during a Union leave.

Section 4. Benefits During Leave

Benefits during union leave shall be provided on the same basis as they are provided during a Personal Leave of Absence.

Section 5. Job Reinstatement

Employees returning from union leave will be returned to their same or a substantially equivalent position, without loss of seniority. However, reasonable efforts will be made to return an employee to their same position.

Section 6. Additional Short Term Leave

Unpaid leave not to exceed thirty (30) shifts per contract year in the bargaining units combined, regardless of which Employees may utilize these days, will be granted to attend meetings, conventions or other activities of the Union , except as noted below, provided that it does not adversely affect patient care. The Union will make every effort to provide at least fourteen (14) days notice of such requests, and the Hospital will make every effort to accommodate such requests. Employees may use their accrued PTO time during such short-term union leave. No leave may be taken for the purpose of (1) organizing another HCA affiliated facility or (2) engaging in any action to exert pressure on the Hospital in connection with bargaining of a new contract.

ARTICLE 11

STATUS OF EMPLOYMENT

Section 1. Regular Full-Time Employees

A regular full-time employee is an employee who is scheduled to work a minimum of thirty-two (32) hours per work week on a regularly scheduled basis, in a non-relief and non-temporary capacity.

Section 2. Regular Part-Time Employees

A regular part-time employee is an employee who is scheduled to work at least twenty (20) hours but less than thirty-two (32) hours per work week on a regularly scheduled basis, in a non-relief and non-temporary capacity.

Section 3. Pro Re Nata (PRN) Employees

PRN employees are scheduled to work variable hours based on the needs of the Hospital.

Section 4. Temporary Employees

A temporary employee is an employee who is hired by the Hospital for a period of definite duration not to exceed six (6) months in a twelve (12) month period and without a reasonable expectation of continued employment. Temporary employees are not covered by the terms of this Agreement.

Section 5. Traveler Employees

A traveler employee is an employee who is placed on assignment by a contract agency for a specific period of time. Traveler employees are not covered by this Agreement. Traveler employees will not be used to permanently replace full- or part-time employees, or PRN employees, and thereby cause an erosion of the bargaining unit.

Section 6. Reclassification

A part-time or PRN employee who consistently, for a period of thirteen (13) out of fifteen (15) consecutive pay periods, works a minimum of sixty-four (64) hours per pay period on a regularly scheduled basis (not including hours worked on a relief basis) will, upon written request, be reclassified, prospectively only, to Regular Full-Time status effective the second pay period following receipt of the written request by the Hospital. Such request must be received by the Hospital within thirty (30) days of the end of the last pay period to be considered in determining eligibility for reclassification.

A PRN employee who consistently, for a period of thirteen (13) out of fifteen (15) consecutive pay periods, works at least forty (40) hours but less than sixty-four (64) hours per pay period on a regularly scheduled basis (not including hours worked on a relief basis) will, upon written request, be reclassified, prospectively only, to Regular Part-Time status effective the second pay period following receipt of the written request by the Hospital. Such request must be received by the Hospital within thirty (30) days of the end of the last pay period to be considered in determining eligibility for reclassification.

Section 7. Reduction In Status

Employees may request a reduction in hours. Such requests will be granted or denied at the sole discretion of the Hospital.

ARTICLE 12

NEW EMPLOYEES AND ORIENTATION

The parties recognize that it can be beneficial for each bargaining unit employee to understand the collective bargaining agreement and the role of the Union in the employment setting. As such, at the conclusion of a new employee orientation session, a Union Staff Representative and/or a Union Steward on nonworking time may address bargaining unit

attendees who wish to remain to make a brief informational presentation and distribute information that shall be submitted to the Hospital for review at least 24 hours in advance of any orientation session. This presentation, including any subsequent discussion and/or Q-and-A shall be limited to twenty (20) minutes. The parties agree that no bargaining unit employee shall be required to remain for the Union's presentation, and that the time spent by those bargaining unit employees who remain shall be nonworking time. The Union agrees that only non-controversial information concerning the Union will be presented and that it shall not disparage the Hospital or its personnel. A Hospital representative shall be permitted to remain and observe the Union's presentation. The Hospital shall provide to the Union a list of all bargaining unit employees scheduled to attend a new employee orientation session no later than the day of the orientation. The Hospital will also provide the Union with no less than ten (10) days advance notice of the date, time, and place of a new employee orientation session. During the Hospital portion of the orientation, the Hospital shall not make derogatory comments or otherwise disparage the Union or its personnel. The Hospital shall make no statement regarding the Union as an entity (including dues, membership, officers, etc.), and shall refer any such questions to the Union portion of the orientation. Where appropriate and/or in response to questions, the Hospital may make factual statements regarding the terms and conditions included in the applicable collective bargaining agreement.

ARTICLE 13

LABOR-MANAGEMENT COMMITTEE

Section 1. Labor Management Committee

The parties agree that maintaining an open channel of communication is a significant contributor to positive labor-management relations and aids the early resolution of disputes short of formal dispute processes. As such, a Labor Management Committee will be formed for the purpose of discussing issues of mutual concern to the parties. The parties agree that nothing herein shall require the Hospital to discuss: information related to its finances or financial condition; information about personnel not covered by this Agreement; or information related to its core entrepreneurial decisionmaking.

Section 2. Composition of Committee

The Labor-Management Committee established in accordance with this Article shall be comprised of no more than four (4) employer representatives and no more than three (3) Union-represented employees plus one (1) representative from the Union's paid staff. The parties may agree in advance to invite individuals other than members of the Committee to attend a meeting. The Union agrees to provide the Hospital with no less than 30 days advance notice of the names of the employees who will be serving on the Committee for each meeting. Each party shall designate a spokesperson to coordinate Committee activities.

Section 3. Frequency of Meetings

Meetings will be held no less frequently than once every two (2) months or when the parties agree on the need for a meeting, and shall not exceed one-and-a-half (1.5) hours unless jointly agreed. Meetings shall be scheduled sixty (60) days in advance, unless mutually agreed otherwise, and the Hospital shall, unless in the case of a bona fide emergency, ensure that the Union participants on the Committee identified to the Hospital at that time will be granted leave from duty in order to attend the meeting.

Section 4. Mechanics of Meetings

It is the intent of the parties that all meetings shall be conducted in a cooperative and professional manner with the aim of addressing matters in a constructive way. Disputes arising under this Article shall not be subject to the grievance and arbitration provisions of this Agreement. However, this Paragraph shall not prevent an employee or the Union from subsequently pursuing an otherwise grievable issue through the grievance and arbitration provision of this Agreement. The parties agree that statements made at a Labor Management Committee meeting may not be introduced at arbitration except for impeachment purposes.

The parties shall make every effort to agree to a written agenda document finalized no less than seven (7) days before each meeting, provided, however, that neither party may exclude from the agenda a matter permitted under Section 1 above; provided further, however, that active grievances shall not be discussed at a Labor Management Committee meeting except by mutual agreement of the parties. Absent mutual agreement, no item may be added to the agenda less than three (3) days in advance of a meeting.

When the Committee reaches a mutually agreed resolution of an issue, the resolution will be reduced to writing and signed by the Committee members. As used in this Section, "mutually agreed" shall mean a simple majority of the Committee; provided, however, that the Committee shall not vote on a resolution unless each party has equal representation at the meeting. The parties agree that no resolution by the Committee will alter or abridge the letter or the intent of this Agreement.

Section 5. Compensation

Any portion of a Labor-Management Committee meeting that occurs during a covered employee's regularly scheduled shift shall be compensable time. Otherwise, time spent by an employee covered under this Agreement attending a meeting of the Labor Management Committee shall be unpaid time.

ARTICLE 14

PERSONNEL FILES

(a) There shall be one “official” personnel file which shall be maintained in the Hospital’s Human Resources Department. Information that is required by law to be kept separate (including, but not necessarily limited to, I-9 forms, protected health information, employee benefits information, etc.), will be kept separate and apart from the official personnel file.

(b) Employees shall receive copies of all disciplinary notice(s) placed in their respective personnel files. Any disciplinary record which may be used in the future for disciplinary purposes will be kept in the personnel file.

(c) Any bargaining unit employee may inspect his/her personnel file by submitting a written request to the hospital’s Human Resources Department and scheduling an appointment to review the file. The parties recognize that Human Resources may require advance notice of up to three (3) business days in order to obtain the personnel file of a current employee and up to five (5) business days to obtain the personnel file of a former employee.

A scheduled inspection of a bargaining unit Employee’s personnel file shall be conducted in the presence of the Hospital’s Human Resources Director or his/her designee, at a time and location determined by the Hospital (Monday – Friday, 8:30 a.m. – 5:00 p.m.).

(d) Bargaining unit employees may not alter or remove any document(s) in their personnel file. They may, however, submit a written request to the Human Resources Department requesting copies of specified documents (but not including references from former employers) in their personnel file. The employee will be charged \$.15 per page for each copy request which includes more than twenty-five (25) pages.

(e) The parties acknowledge that the Union may request information from a bargaining unit Employee’s personnel file or may request, either directly or indirectly, access to otherwise confidential personnel information about a bargaining unit employee. The parties agree that the Hospital will provide such requested information to the Union consistent with the Hospital’s legal obligations and/or restraints.

(f) Where the Union and Hospital agree to revise any materials in a personnel file, the Hospital shall, upon the Union’s request, provide evidence that the revision(s) was/were made.

ARTICLE 15

PERFORMANCE EVALUATIONS

Section 1. Annual Evaluations

Employees shall receive a written evaluation of their job performance annually after the Employee completes any applicable annual requirements. The Hospital will provide at least 30 calendar days written notice to the Union of any change in this cycle.

The evaluation will be conducted by the Employee's immediate supervisor or another management representative with knowledge of that Employee's work performance. Once the written evaluation is completed, it will be discussed in a meeting between the Employee and the evaluator. The Employee will have an opportunity to comment on the evaluation in that meeting, including adding written comments in an appropriate space provided on the evaluations form and/or in an attachment. At the conclusion of the evaluation meeting, the Employee will be required to sign the evaluation form indicating that he/she has seen the document and had its contents communicated to him/her. A copy of the evaluation will be given to the Employee at that time, upon request.

Probationary employees shall be given written or oral feedback concerning their performance during the probationary period. However, nothing in this shall in any way limit the Hospital's right to terminate a probationary employee at any time during the employee's probationary period, with or without cause.

Section 2. Notice of Deficiency

If during the year a supervisor notices a deficiency in an Employee's job performance which, if not improved, would result in the inclusion of less than satisfactory ratings or comments in the Employee's next performance evaluation, the supervisor shall notify the Employee in a timely manner and tell the Employee what he/she needs to improve.

Section 3. Use in Grievances and Arbitrations

Performance evaluations, in and of themselves, may be grieved in accordance with the provisions of this Agreement, but they shall not be arbitrated. Performance evaluations may only be offered as evidence and disputed at an arbitration where the act or omission being grieved (e.g., termination or failure to promote) was based, at least in part, on the grievant's performance evaluation, thereby putting the grievant's performance directly in issue.

ARTICLE 16

HOURS OF WORK AND OVERTIME

Section 1. Compliance

The Hospital will continue to comply with applicable federal, state and local laws and regulations regarding the calculation and payment of hours worked and wages, including overtime.

Section 2. Workweek

The workweek for wage and hour purposes is a seven (7) day period beginning Sunday 12:01 a.m. The payroll period consists of a fourteen (14) day period that begins on Sunday at 12:01 a.m. and ends at 12:00 a.m. (midnight) on Saturday of the following week.

Section 3. Overtime

(a) Mandatory Overtime

The Hospital will not require mandatory overtime unless an emergency situation occurs or in the event that patient care needs require the employee to remain on duty. Emergency situations shall include internal or external disasters (including but not limited to situations where national, state, or local authorities declare a state of emergency). Emergency situations and patient care needs do not include personnel shortages arising solely from insufficient scheduled shifts for anticipated census and acuity levels (e.g., the employee calls off or unanticipated census/acuity levels may require overtime). Employees required to remain at the Hospital or are called into the Hospital due to emergency situation as described in this section shall be compensated at his/her base hourly rate, plus shift differentials, for all hours the employee is required to remain at the Hospital. All hours shall be considered hours worked for all purposes including computation of overtime and benefit accruals.

(b) In the event unscheduled overtime is necessary within a department, the Hospital will first solicit volunteers among the employees at work to work the overtime. The department will solicit volunteers on a rotational basis by Hospital seniority. In the event there are insufficient volunteers and in circumstances when mandatory overtime is necessary as provided in this Article, the Hospital shall require employees to work overtime on a rotational basis by reverse Hospital seniority.

(c) No Pyramiding. There shall be no pyramiding of overtime pay. The payment of overtime for any hour excludes that hour from consideration for overtime payments on any other basis.

Section 4. Hours Worked

Except during a bona fide emergency situation, the Hospital shall ensure that an employee who has worked continuously for more than sixteen (16) consecutive hours will have at least eight (8) hours off before having to return to work on his regular schedule.

Section 5. Reporting Pay

If the Hospital gives less than two (2) hours notice prior to the start of an employee's shift that the employee is not needed for that shift, and the employee reports for work, the employee shall perform any work assigned for which the employee is qualified and shall be guaranteed at least two (2) hours work or pay in lieu thereof at the employee's regular rate of pay.

ARTICLE 17

MEAL AND REST PERIODS

Section 1. Meal Periods

If patient care and operational needs permit, bargaining unit Employees will receive one (1) uninterrupted thirty (30) minute unpaid meal period per scheduled shift, provided the employee works at least a five (5) hour shift. The Employee will punch out and in for each such meal period. If an employee is interrupted to perform work during a meal period, the employee will be paid for the entire meal period. Except for Dietary Department employees, the Hospital shall not require employees to take unpaid time during the last hour and a half of the workday.

If the Employee is unable to take a meal period or is not relieved of duty during a meal period due to patient care or operational needs, it shall be the Employee's responsibility to advise his/her supervisor (or designee) as soon as possible (to give the supervisor an opportunity to adjust work assignments or provide an alternative meal period) and to submit in writing, on a form provided by the Hospital, on the day of the occurrence confirmation of a missed meal period.

Employees may not take their meal periods in working areas of the Hospital.

Upon request of the Union where it believes that employees are missing meal periods, the Hospital will provide written documentation of the number of missed and/or interrupted meal periods that occurred in the department for the prior three (3) pay periods. The Union may submit the data to the Staffing Issues Committee under Article 32 of this Agreement at their next scheduled meeting.

Section 2. Rest Breaks

If patient care and operational needs permit, bargaining unit Employees will receive two (2) fifteen minute paid rest breaks for a shift of eight (8) hours or greater; provided that the Hospital shall have the discretion to prohibit an employee from taking his/her break in the first and last hour of the shift.

Section 3. Combination of Breaks

Meal Periods and Rest Breaks may not be combined to allow for a longer period away from work.

Section 4. Use of Meal Periods and Rest Breaks.

Employees may leave the Hospital premises during the unpaid meal period unless the Hospital's operational needs require that the Employee be available for immediate recall to work.

Employees may not leave the Hospital premises during paid rest breaks.

Section 5. Compliance with State and Federal Law

It is the intention of the parties that this Article, and the Hospital's obligations set forth herein, be administered and interpreted consistent with the requirements of state and federal wage/hour laws.

ARTICLE 18

SCHEDULING AND DAYS OFF

Section 1. Regular Scheduling

(a) The schedule will be made out by the Hospital according to the needs of the department, and the Hospital will place full-time and part-time employees on the schedule before placing PRN, agency, or traveler employees on the schedule. Employees shall submit written requests for days off to department managers (or designees) in advance of the schedule being posted indicating their preference for days. Requests shall be considered in the order received. Requests for paid time off shall be governed by Article 37 - PTO.

(b) The Hospital will permit employees to trade shifts provided that a trade will not be represented on the schedule until the department manager (or designee) approves the trade. The department manager (or designee) will approve such trades where they do not result in additional overtime or premium pay, and when in the good faith judgment of the department manager (or designee) the request can be accommodated without adversely affecting patient care.

(c) In the event it becomes necessary to revise the schedules within a department, the manager will meet with employees prior to implementation of such proposed changes to seek volunteer(s) to work the revised schedule(s). If there are not enough volunteers or too many volunteers, the department will rotate full-time employees into the revised schedule on a week-by-week basis, for the duration of the schedule, or some other reasonable basis.

(d) Units/departments that currently allow self-scheduling will continue their current self-scheduling practice. Units/departments that currently follow the “Baylor” plan will continue that scheduling practice.

Section 2. Posting of Schedules

(a) Except where the Hospital has an established practice otherwise, schedules shall cover a period of at least four (4) weeks. Schedules will be posted no less than thirteen (13) days in advance of the beginning of the schedule.

(b) The Hospital will make reasonable effort to grant employee schedule requests made prior to the time the schedule is posted.

Section 3. Weekend Scheduling

(a) A weekend means Saturday and Sunday, except for the night shift, when weekend means Friday and Saturday.

(b) Nothing herein shall preclude an employee from volunteering to be scheduled for additional weekend shifts. The Hospital will grant or deny such requests in its discretion.

(c) An Employee may request to share his/her weekend shift requirement with another employee whom the Hospital determines has substantially equal competencies. Approval of such requests will be at the discretion of the Hospital and will not be unreasonably withheld, except that the Hospital may deny an Employee's request if it would increase overtime or extra shift premium costs for the Hospital.

(d) Except where the Hospital has an established practice otherwise, employees working in departments/units with weekend scheduling will be scheduled off at least half (½) of the weekends per schedule, or the equivalent, unless an employee agrees to work a different schedule. However, in no case may a regular full-time or part-time employee be scheduled to receive less than two (2) weekends off per eight-week period, unless the employee agrees to work additional weekends. If one shift is scheduled and worked on a weekend it shall constitute a weekend worked.

(e) PRN employees hired expressly to work weekends will be scheduled to work weekends in accordance with their PRN agreements and Employees hired specifically to work weekends will continue to be scheduled to work weekends.

(f) Except where the Hospital has an established practice otherwise, employees shall not be required to “make up” missed weekend days.

ARTICLE 19

CALL OFF / FLEXING PROCEDURE

Section 1. Call Off/Flexing Decision

(a) The parties recognize that the Hospital’s staffing patterns are variable due to the often-unpredictable nature of work flow and workload in all the departments at the Hospital. This unpredictability may result in employees covered by this Agreement being asked to delay their report time for a shift (referred to as “flexing”), being sent home from work prior to completion of a shift (referred to as “flexing”), or the cancellation of a shift that has been scheduled (referred to as “called off”). While the parties recognize that variability in staffing patterns is unavoidable, the Hospital will make every reasonable effort to avoid flexing and call-offs.

(b) Disputes arising under this section shall not be subject to the grievance and arbitration procedure of this Agreement.

(c) No employee will be flexed more than once per shift. Regarding an employee whose start time has been delayed, the Hospital will not cancel that employee for the remainder of the shift.

Section 2. Call Off/Flex Time as Time Worked

If an employee is flexed or called off, the hours that an employee was scheduled to work shall count as time worked for the following only:

- (a) Vesting and service credit under any retirement plans;
- (b) Waiting periods under health insurance and other fringe benefit plans;
- (c) PTO accruals.

Section 3. Call Off/Flex Mechanics

(a) When the Hospital makes a determination that a Flex or Call Off is necessary, the Flex/Call Off shall apply to the classifications affected in the unit and shift in which the flex/call-off is taking place in the following order, on a rotating basis by reverse Hospital seniority within each classification, so long as the remaining employees are, in the Hospital’s reasonable judgment, fully competent to care for the Hospital’s actual or anticipated patients or perform the services needed:

(1) Agency personnel and Travelers, except where the Hospital's contractual obligations require that these personnel be paid for the shift. However, it is understood that the Hospital will call a traveler or agency employee off, if the charge nurse or manager (or designee) initiating the call-off is able to determine, at the time of the call-off, that the Hospital can meet its contractual obligation by offering an available alternate shift to the agency or traveler.

(2) Employees who will be in overtime or any type of premium pay during the shift, beginning with PRN employees, then part-time employees, then full-time employees (not including premiums that apply to all employees on a given shift, such as holiday pay or shift differentials).

(3) PRN employees.

(4) Part-time employees.

(5) Full-time employees.

(b) The Hospital agrees that it is responsible for documentation of call-off/flexing decisions, and shall, upon reasonable request, provide such documentation to the Union.

(c) The Hospital may solicit volunteers at any point in the selection process. Full-time and part-time volunteers shall have preference over PRN volunteers. If more than one employee in an affected department volunteers to be cancelled or flexed, the employee with the oldest previous call-off date will be called off.

Section 4. Use of PTO for Flex/Call-Off.

A full-time or part-time employee who is flexed/called off may use his/her accrued, unused Paid Time Off (PTO) or unpaid time off, at the employee's discretion, to cover the time lost.

Section 5. Maintaining Contact.

Once an employee is flexed/called off, that employee will be deemed to be off the schedule for the period he/she is flexed/called off and will not be required to be available to return to work unless the Hospital designates that employee as "on call" as provided by Article 20 of this Agreement (On-Call / Call Back).

ARTICLE 20

ON-CALL / CALL BACK

Section 1. On-Call Pay

(a) The Hospital may require employees to be on-call when, in the judgment of the Hospital, it is necessary to do so to be assured of having adequate staff available.

(b) On-call pay is paid at \$2.00 per hour on call time. Upon being called back to work from on-call, an employee should report to work at the Hospital as quickly as reasonably possible. On-Call pay will cease when an Employee clocks back into work. An employee working another job or in another department cannot earn On-Call pay for that working time.

(c) On-Call begins when assigned, typically at the end of the employee's regularly-scheduled workday, or the time the employee leaves the Hospital after a normally scheduled shift. Scheduled On-call is assigned on the schedule in advance, and starts at the beginning of the shift that is scheduled. If an employee works overtime, On-Call begins after the end of the overtime. If an employee is flexed off -work early and is placed on call by the supervisor, call begins after clocking out.

Section 2. On-Call Hours and Call Schedule

(a) The Hospital will schedule employees for on-call at the time it makes the schedules per Article 18 (Scheduling and Days Off). No employee can remove himself/herself from being scheduled on-call, but may trade call with other employees, provided the employees first notify their supervisor, and provided that the trade does not cause an employee to go into premium pay status (ex: overtime) without Hospital authorization.

(b) The Hospital will make reasonable efforts to rotate mandatory on-call equitably among qualified employees in the required classification.

Section 3. Call-Back Pay

(a) Employees in procedural, clinical and ancillary areas (not support areas, except for maintenance) called into work from on-call status will be paid call-back pay of time-and-one-half (1 ½) their regular hourly rate. When an employee is called back into work he/she is guaranteed a minimum of two (2) hours pay, and the Hospital retains the sole discretion to assign work to that employee for two (2) hours; however, no employee shall receive call-back pay in excess of the guaranteed two hours while receiving the guaranteed two hours. If the call-back period extends beyond two hours, the employee will be paid at his/her applicable call-back rate for all hours worked. An employee will not be paid on-call pay for the time on duty or while receiving the guaranteed two hours. Full-time and part-time

employees will be paid shift differential, consistent with established practice, when called back to work.

ARTICLE 21

SENIORITY

Section 1. Seniority

The following definitions shall be used only in conjunction with provisions in this Agreement that refer to seniority. “Seniority” as described in this Article shall have no application to any ERISA-governed employee welfare or pension benefit plan, which shall be governed by the terms of the respective plan.

Types of Seniority:

(1) “Unit/Departmental seniority” shall be defined as the length of time an employee has been continuously employed in full-time or regular part-time service by the Hospital in a particular unit/department, by classification, from the employee’s most recent start date in the unit/department, subject to the provisions regarding calculation and break in service in Sections 2 and 3 below. However, when an employee changes classification to one that is a vertical progression from their existing classification, the employee’s unit seniority shall apply to this new position. Job classifications with vertical progressions for purposes of this Article shall be determined at local bargaining and listed in Appendix E.

(2) “Hospital seniority” shall be defined as the length of time an employee has been continuously employed in full-time or regular part-time service by the Hospital, from the last date of hire, subject to the provisions regarding calculation and break in service in Sections 2 and 3 below.

Section 2. Calculation of Seniority

- (a) Full-Time Employees. Full-time employees shall receive one (1) year credit in seniority (whether Unit/Departmental seniority or Hospital seniority) for each year that they were or are employed by the Hospital as a full-time employee, subject to the provisions regarding Break in Service.
- (b) Part-Time Employees. Part-time employees shall receive one-half (1/2) year credit in seniority (whether Unit/Departmental seniority or Hospital seniority) for each year that they were or are employed by the Hospital as a part-time employee, subject to the provisions regarding Break in Service.
- (c) Probationary Employees. Probationary employees shall not accrue any type of seniority while on probationary status. A probationary employee who successfully completes his/her probationary period and subsequently becomes a

full-time or regular part-time employee shall begin to accrue seniority retroactive to his/her initial hire date.

- (d) PRN Employees. PRN employees do not have seniority status. However, in the event a PRN employee converts to full-time or regular part-time status, he/she shall be credited Hospital seniority for $\frac{1}{4}$ of his/her length of service as a PRN employee (i.e., 4 years of PRN service equals 1 year of seniority once that PRN employee has become a full or part-time employee). In the event a full-time or regular part-time employee converts to PRN status, he/she shall retain his/her Hospital seniority and, upon return to full-time or regular part-time status, shall be credited Hospital seniority at a rate of $\frac{1}{4}$ his/her length of service as a PRN employee.

Section 3. Return To Unit

Any bargaining unit employee who accepts a non-bargaining unit position with the Hospital may return to the bargaining unit without a break in seniority provided that: (a) there exists a vacancy to return to; and (b) such return occurs within five (5) days of the acceptance of the non-bargaining unit position.

Section 4. Break In Service

Seniority shall be broken and shall be deemed lost in the following circumstances:

- (3) Discharge for just cause;
- (4) Retirement or voluntary resignation for a period greater than three (3) months;
- (5) Change of status to a non-bargaining unit position for a period greater than five (5) days;
- (6) Failure to return from layoff after receipt of notice of recall per Article 23, Section 4 [Layoff/Recall];
- (7) Failure to return to work from an authorized leave of absence of three (3) days or more on the employee's first scheduled post-leave workday; and
- (8) Layoff without recall/rehire in excess of twelve (12) months [Layoff/Recall].

Section 5. Seniority List

The Hospital shall maintain a list of bargaining unit employees including job classification, unit/department, and date of hire. The Hospital shall provide a copy of this list

to the Union in electronic format (i.e., Microsoft Excel) within 90 days of ratification of this Agreement. Additionally, the Hospital shall provide a current copy of this list on each anniversary date of the effective date of this Agreement.

ARTICLE 22

FILLING OF VACANCIES

Section 1. Posting of Vacancies

If the Hospital decides to fill a vacancy in a bargaining unit position, including those resulting from newly created positions that will be covered by this Agreement, it will post a notice of the vacancy in a location or locations, including electronically, accessible to all employees for a minimum period of five (5) business days (excluding Saturdays, Sundays, and Holidays) prior to filling the vacancy. The posting will include the minimum qualifications required for the position, primary assignment (where applicable), the unit/department, shift, and status (full-time, part-time, PRN). The Hospital may temporarily assign an employee to the vacancy during the posting period and while the selection is under consideration.

Nothing in this Article shall be construed to require the Hospital to post any vacancy for a position the Hospital determines it shall not fill.

If no bargaining unit employee applies for the posted position within the five (5) business day posting period, the Hospital may proceed to fill the position as it deems appropriate, including filling the position with a non-bargaining unit employee or an external candidate. A bargaining unit employee who applies for a posted open position outside the posting period established by this Article shall not be entitled to any preference relative to candidates who are not bargaining unit members or who are external candidates.

Section 2. Selection

Regarding internal bargaining unit candidates who apply for a posted position within five (5) business days as described in Section 1, the Hospital will select the candidate who is, in the good faith judgment of the Hospital, the best qualified for the position, based on the candidate's requisite experience, skill, ability, training, education, certification or credentialing needed to perform the duties of the position, and overall job performance. Regarding internal bargaining unit applicants who apply for a posted position within five (5) business days as described in Section 1, they shall be given preference over non-bargaining unit applicants, and the Hospital shall only select a non-bargaining unit applicant for a vacant position over them if the non-bargaining unit applicant possesses qualifications which are demonstrably superior to that of the bargaining unit applicant(s). In the event there are no such demonstrably superior non-bargaining unit candidates, and in the event that the qualifications of two or more of the best qualified internal candidates who meet the

minimum qualifications for the position are, in the Hospital's good faith judgment, relatively equal, the Hospital will award the position in the following order:

- A. First, to the full-time or part-time applicant with the greatest Hospital Seniority working in the unit/department where the vacancy exists;
- B. Next, to the PRN applicant with the greatest Hospital Seniority working in the unit/department where the vacancy exists;
- C. Next, to the full-time or part-time internal applicant with the greatest Hospital Seniority;
- D. Next, to the PRN applicant with the greatest Hospital Seniority.

The determination of the minimum qualifications for a position will be the sole and exclusive right of the Hospital.

Section 3. Time Frame For Transferring Employee to New Position

The Hospital will make a reasonable effort to place a successful applicant in the new position within forty-five (45) days after a placement decision.

Section 4. Evaluation Period After Promotion or Transfer

Bargaining unit employees who are placed into another bargaining unit position through this post and bid process shall have their performance evaluated for up to ninety (90) days. If at any time within such ninety (90) day period, the employee fails to perform satisfactorily, the Hospital may return to the employee to his/her former position (if the position is still available), including shift, assignment, scheduled hours, and rate of pay without loss of seniority.

An employee who fills a vacancy shall have no more than five (5) days after filling the vacancy to request a return to his/her immediately former position. Upon such request, the employee shall be returned to the position and will receive his/her immediately former shift, assignment, scheduled hours, and rate of pay, without loss of seniority.

Section 5. Eligibility For Future Vacancies

An employee selected to fill a vacancy pursuant to this Article above shall be ineligible to apply for other vacancies for a period of six (6) months from the date he/she is selected unless the Hospital agrees in writing to waive that period.

ARTICLE 23

LAYOFF AND RECALL

Section 1. Definition of and Practical Alternative to Layoffs

The Hospital will make reasonable efforts to avoid displacing (i.e., laying off) full-time and part-time bargaining unit members. Such efforts may include use of attrition, retraining, assistance to employees in identifying other job opportunities in other departments or at other HCA-affiliated hospitals and/or other mutually agreed upon mechanisms to accomplish the goal of avoiding such displacements. However, the parties recognize that there are times when such displacements will occur. When the Hospital determines that it is necessary to displace full-time or part-time bargaining unit employees, it will notify the Union and will, upon request, meet and confer in good faith with the Union at reasonable times during the thirty (30) day period following such notice (unless extended by mutual agreement). The subject of such good-faith conferral will be the existence of practical alternatives to avoid the need for the layoff. In the event that an individual full-time or part-time employee is subjected to call-off for fourteen (14) consecutively scheduled shifts, the Hospital will, upon request of the Union, meet with the Union to confer in good faith over the need for a permanent layoff or reduction in hours.

Section 2. Layoff Procedure

A. Solicitation of Volunteers: In the event a layoff becomes necessary, the Hospital will first solicit volunteers in the affected classification and unit(s)/department(s) for layoff. The Hospital retains the right and discretion to deny any volunteer the opportunity to be laid off if, in the opinion of the Hospital, that Employee is essential to the proper running of the affected unit/department. If an Employee volunteers to be laid off, and his offer to be laid off is accepted by the Hospital, he will receive an additional two (2) weeks severance pay over and above what he would otherwise receive under the schedule provided in subsection E below.

B. Involuntary Selection for Layoff: If there are not enough volunteers for layoff, the Hospital will normally select Employees for layoff by choosing the least senior in the affected classification, using unit/department seniority. It is understood, however, that the Hospital has a duty to ensure that the best qualified Employees remain on the job in the event of a layoff. Therefore, if a layoff becomes necessary, the Hospital will review the qualifications of all potentially affected Employees (including, among other things, skills, certifications and licensures, disciplinary record, attendance record, and overall performance). If, in the good faith judgment of the Hospital, the qualifications of the least senior Employee are demonstrably superior to those of the next most senior Employee, the Hospital will have the discretion to retain the least senior Employee and lay off the next least senior Employee.

C. Protection of Full-time and Regular Part-time Employees: Insofar as practicable, prior to any full-time or regular part-time Employees being laid off, agency employees, travelers, and per diem employees within the unit will be changed to inactive status or laid off, in that order, provided that the remaining Employees are fully capable of performing and willing to perform available work.

D. Notice of Layoff: The Hospital will give at least fourteen (14) calendar days' notice to Employees who are designated to be laid off, provided that the Hospital retains the discretion to award pay in lieu of notice to any affected Employee.

E. Severance Pay: Full-time or part-time Employees who are selected for layoff shall be paid the following benefits:

<u>Length of Service (in years)</u>	<u>Base Pay (in weeks)</u>
90 day but less than 3	2
3 but less than 5	3
5 to 8	8
9	9
10	10
11	11
12	12
13	13
14	14
15	15
16	16
17	17
18	18
19	19
20+	20

This severance pay provision shall not apply if the employee declines to interview for, declines an offer of, or accepts continued employment with the facility, an affiliate of the facility, or a purchaser, transferee or new operating entity of the facility or service, at a base salary level that is at, above, or no more than 15% below, the employee's current base salary. Base salary shall mean the employee's base wage rate times his or her full time equivalent (FTE). The offer of employment must be in a position for which qualifications are substantially similar to the position previously held by the employee or a position where the employee has the previous experience and/or qualifications and is capable of performing the work.

In the event the employee continues employment or accepts an offer of employment from an affiliate, purchaser, transferee or new operating entity of the facility or service, in a job for which the base salary is more than 15% below the employee's prior base salary, the

employee will be eligible for a prorated severance payment. The prorated severance amount will be determined by subtracting the new salary from the previous salary, and multiplying that amount by the number of weeks outlined in the severance schedule above.

In the case of failure to accept employment offered by an affiliate, consideration will be given to the employee's commuting distance. Eligibility for severance will not be affected by failure to accept employment at an affiliate which is greater than 25 miles from the employee's home or is not comparable to the employee's prior commute (if longer than 25 miles).

Employees who accept re-employment with the facility, an affiliate of the facility, or a purchaser, transferee or new operating entity of the facility or service within 180 calendar days of separation may only retain a pro-rated portion of the severance payment.

Section 3. Rights of Displaced Employees

An employee who is subject to layoff must provide the Hospital with 10 days notice of his intent to exercise his displacement rights under this section, and failure to provide such notice will be deemed a waiver of his right to displace another employee. An employee who provides required notice will have the right to displace:

- (a) A less senior bargaining unit employee in his/her department/cost center (who has the same or, at the option of the employee, lesser status), provided that the employee is fully capable of performing the duties of the job with no more than ten (10) days of orientation, or
- (b) The least senior employee in the bargaining unit in his/her classification (in the same or, at the option of the employee, lesser status) on the same shift (or on any shift if there is not a less senior employee on the same shift), provided that the employee is fully capable of performing the duties of the job with no more than ten (10) days of orientation.
- (c) In the event that the employee cannot displace the least senior employee in the bargaining unit in his/her classification and shift, because of difference in status or lack of qualification as set forth above, he/she may continue up the seniority list, until he/she is able to displace a less senior employee.
- (d) In the event that the employee cannot displace a less senior employee in the bargaining unit in his/her classification, the employee may displace a less senior employee in another job classification (who has the same, or at the option of the employee, lesser status) where the employee has the previous experience and/or qualifications and is willing and capable of performing the work of the displaced employee.

- (e) In the event of multiple bumps by employees in the same classification, the bumps will be executed by the most senior affected employees first. In no event shall there be more than one level of bumping (i.e., if Employee A is selected for layoff and, by the procedures set forth above, Employee A bumps Employee B from his/her job, Employee B has no bumping rights).
- (f) The foregoing bumping rights shall not apply to any employee who has a final written warning or suspension within the 12 months preceding his/her notification of layoff.

Section 4. Recall

Employees who are laid off in accordance with this Article will be placed on a recall roster for a period of six (6) months. Employees will be recalled in the inverse order of layoff, by classification. The Hospital shall not hire any travelers, agency or per diem employees for full-time positions until all qualified Employees on the recall roster have been given an opportunity to fill the vacant positions.

Employees who are given a recall offer must accept that offer and return to work within fourteen (14) days of receiving notice or by the first regularly scheduled workday, whichever is sooner. Employees on the recall roster who turn down a recall offer for which the Hospital considers them qualified, or who accept the offer but fail to return to work in the allotted time, will be deemed to have voluntarily resigned with loss of seniority. Employees who are not recalled within six (6) months of layoff are deemed terminated with loss of seniority.

Section 5. HCA Opportunities

The Hospital will help affected employees identify available positions in other HCA affiliates and assist employees in applying for transfers to other HCA affiliates. It is understood, however, that whether an affected employee is eligible for a particular position at any other HCA-affiliated facility will be determined by that facility, in accordance with its own rules, policies and practices. Employees who transfer to other HCA-affiliated facilities shall carry over their seniority and benefit accruals to the HCA-affiliated facility to the extent allowed, and in accordance with, any applicable corporate policies regarding such transfers. Nothing in this Agreement will be read to create any obligations on any Hospital other than this one.

Section 6. Permanent Reduction in Hours

When the Hospital needs to permanently reduce the budgeted hours of an Employee, the following procedures apply:

A. Solicitation of Volunteers: In the event a permanent reduction of hours becomes necessary, the Hospital will first solicit volunteers in the affected classification and unit(s)/department(s) for the reduction. The Hospital retains the right and discretion to deny any volunteer the opportunity to be reduced if, in the opinion of the Hospital, that Employee is essential to the proper running of the affected unit/department at his/her currently budgeted hours.

B. Involuntary Selection for Reduction: If there are not enough volunteers for the reduction, the Hospital will normally select Employees for reduction by choosing the least senior in the affected classification, using unit/department seniority. It is understood, however, that the Hospital has a duty to ensure that the best qualified Employees remain on the job in the event of a reduction. Therefore, if a reduction in hours becomes necessary, the Hospital will review the qualifications of all potentially affected Employees (including, among other things, skills, certifications and licensures, disciplinary record, attendance record, and overall performance). If, in the good faith judgment of the Hospital, the qualifications of the least senior Employee are demonstrably superior to those of the next most senior Employee, the Hospital will have the discretion to retain the least senior Employee at his/her currently budgeted hours and reduce the next senior Employee.

C. Protection of Full-time and Regular Part-time Employees: Insofar as practicable, prior to any full-time or regular part-time Employees being reduced, agency employees, travelers, and per diem employees within the unit will be reduced, in that order, provided that the remaining Employees are fully capable of performing and willing to perform available work at the hours required.

D. Notice of Reduction: The Hospital will give at least fourteen (14) calendar days' notice to Employees who are designated to be reduced.

E. Reduction in Status: In the event that the reduction in hours results in a change in the affected employee's status (e.g., full-time to part-time, part-time to per diem), the employee shall have the option to accept layoff in lieu of the reduction, and shall be eligible for severance as outlined above.

ARTICLE 24

FLOATING

Section 1. General

It is understood by the parties that staffing patterns are variable due to fluctuations in census. Such fluctuations may result in Employees covered by this Agreement floating to other units prior to the completion of their shift. For the purpose of this policy, “float” means temporary assignment to a unit other than the Employee’s regularly assigned unit.

Employees will float to units as directed, but will not be required to perform duties for which they are not qualified. The Hospital will not assign or delegate any assignment that the Hospital knows or has reason to know the Employee is not qualified by training, experience, or authorization to perform such duties. The Hospital will determine, in its good faith judgment, whether an Employee is qualified to perform the duties of a float assignment, based upon successful completion of a unit orientation as well as any relevant competency checklist(s). An Employee may be temporarily assigned to a unit for the purposes of unit orientation and/or training to enable that Employee to float to the unit in the future. The Hospital will make reasonable efforts to determine floating assignments prior to the start of an Employee’s scheduled shift.

The Employee floated can be replaced in his/her home unit only in the event the competency needs for the patient population prevent any other alternative. The manager will discuss this with the floating Employee prior to the assignment.

Section 2. Procedure

A. Selection Sequence: When the Hospital makes a determination that it is necessary to float one or more Employees (for reasons other than training and orientation), the Employee(s) will be floated from a given unit within a given classification in the following order: (1) float pool (if applicable); (2) agency employees and travelers; (3) volunteers provided, however, that the Hospital will not be obligated to incur overtime or premium pay in order to accommodate a volunteer; (4) Temporary/Seasonal Employees; (5) per diem Employees; and (6) all other part-time and full-time Employees on a rotational basis. The rotation shall start by inverse seniority in the unit/department. Each unit/department shall maintain a “Float Log” for validation and equity purposes in relation to this rotation. The log will be kept on the unit and will be available for Employee review. Exceptions to, or departures from, the sequence set forth above may occur if, in the good faith judgment of the Hospital, the individual scheduled to float does not possess the skills required in the receiving unit or has unique skills needed in the giving unit.

B. Preceptors and Orientees: If a preceptor is floated while orientating an Employee, the Employee will be temporarily reassigned within the department/unit. However, a preceptor will not be floated during the first month of orientation.

C. Partial Shifts: If an Employee is not needed for the entire shift in the unit to which he/she was floated, the Employee may be returned to his or her home unit or may be floated to another unit for the remainder of the shift in accordance with Section 2.A above. The Hospital will not require an Employee to float to multiple units during a single shift unless, in the good faith judgment of the Hospital, such floating is necessary for efficient patient care.

D. On-Call: An Employee who is on call and receiving call pay shall not be required to float to another department during a call back, unless the needs of the patient population prevent any other alternative.

E. Behavioral Health Department: Employees in the Behavioral Health Department will not be required to float outside their competencies. Employees floating to the Behavioral Health Department will not be required to perform outside their competencies.

Section 3. Eligibility

New Employees with less than one (1) year of experience in their classification shall not be required to float outside their specialty area (e.g., Med Surg., Telemetry, Open Heart) for the first one-hundred eighty (180) days of employment unless it is necessary for patient care and the new employee has completed unit orientation and competency checklist(s). All other new Employees, including per diem Employees with less than one (1) year of experience in their classification, will join in the float rotation after the completion of ninety (90) days of employment. All other per diem Employees shall be required to float after having completed unit orientation and their competency checklists. It is understood that, consistent with Section 1, no Employee will be floated to an assignment unless and until the appropriate unit orientation and competency checklist(s) have been completed.

Section 4. Assignment and Introduction

Whenever an Employee is floated, the assignment will be made by the unit/department manager, supervisor or designee/Charge RN commensurate with the skills and competency of the floatee, the needs of the patients, the type of technology required for the assignment, and the degree of supervision required. Additionally, the assignment of the floated Employee shall be as closely related to (but not to exceed) the competency and skill level of the Employee as possible and within the guidelines established by the Nurse Practice Act or any other applicable law or regulation. The receiving unit manager (or designee) is responsible for introducing the person floated to the unit, making the unit's physical layout

familiar to the person floated to the unit before giving a patient care assignment, and conveying the unit's procedures to the person floated to the unit.

If an employee requests certification training (e.g., ACLS) to be better able to accept floating assignments, the Hospital will consider such requests based on patient care needs, and if approved, the employee will be permitted to attend such course without charge when it is offered.

The parties shall negotiate "like units" and special procedures, and whether they will be included at all, on a local table basis.

Section 5. Concerns Over Floating Assignments and Complaints

Any concerns an Employee has about his/her competency for a float assignment should be voiced to the Charge Nurse/Supervisor at the time of assignment. If the Employee and the Charge Nurse/Supervisor are unable to resolve the Employee's concerns, the Charge Nurse/Supervisor will notify the Unit or Department Manager/Clinical Manager on duty and these individuals will consult regarding the appropriateness of the assignment.

If the Unit or Department Manager/Clinical Manager and Charge Nurse/Supervisor conclude that the assignment is appropriate, the Employee will nevertheless accept the assignment and perform to the best of his/her capabilities and, if desired, lodge a complaint with the Unit or Department Manager or Charge Nurse/Supervisor after the shift has been completed. If at any step the parties agree that the assignment is inappropriate, the assignment will be adjusted.

If a complaint is lodged, management will conduct an appropriate investigation which shall include a meeting with the Employee and, if desired by the Employee, the Employee's Union representative. Management will respond in writing to the Employee and the Union, if involved, no later than fourteen (14) calendar days from the date of receipt of such complaint. No adverse action shall be taken against the Employee for lodging a complaint.

If the complaint is not resolved to the satisfaction of the Employee within fourteen (14) calendar days of lodging same, it may be grieved and, if necessary, arbitrated under this Agreement. Further, it is specifically agreed that the procedures set forth in this Article are subject to the grievance and arbitration procedure contained in this Agreement. However, the scope of the arbitration shall be limited to whether the Hospital complied with the provisions of this Article (as opposed to disputes over the resolution of issues related to appropriateness of assignment, patient care needs, employee competency, or other patient care/safety related issues).

An ultimate refusal to accept a floating assignment shall be considered insubordination and may, in the discretion of the Hospital, result in the termination of the employee.

ARTICLE 25

DISCIPLINARY ACTION

Section 1. Just Cause

The Hospital may only discipline or terminate a bargaining unit employee for just cause.

Section 2. Progressive Discipline

The Hospital's intent is to apply progressive discipline; however, the parties recognize that there may be cases involving serious employee misconduct or other special circumstances that justify a departure from progressive discipline. Any written discipline (including written warnings, final written warnings, suspensions with or without pay, and terminations) of a non-probationary bargaining unit member may be subject to the grievance and arbitration provisions set forth in Article 27 of this Agreement. Informal coaching sessions, reprimands or counselings, whether documented or otherwise, are not considered discipline, and therefore are not subjects for the grievance arbitration process and shall not be considered part of the employee's formal personnel file for disciplinary purposes. While such informal discussions regarding conduct may be utilized to establish that a bargaining unit employee has been notified of the rule/expectation, that non-disciplinary discussion will not form the basis to increase the level of discipline imposed if the conduct is repeated in the future.

Section 3. Probationary Period

A bargaining unit employee will be on probation for the first one-hundred twenty (120) days of continuous employment or re-employment after a break in seniority. A probationary employee may be disciplined or discharged in the sole discretion of the Hospital, with or without just cause. If a probationary employee's performance is unsatisfactory and he/she would otherwise be terminated at the end of the probationary period, the Hospital may extend the probationary period for an additional period of time up to ninety (90) days solely upon written notice to the probationary employee with a copy to the Union. That decision is not subject to the grievance arbitration process and the Hospital may still discipline or discharge this employee with or without cause during this extended probationary period.

Section 4. Investigatory Suspension

(a) The Hospital may place a bargaining unit employee on unpaid investigatory suspension while the facts underlying the disciplinary situation are collected, reviewed and a

final decision on discipline is being reached. The Hospital, however, will only use an investigatory suspension when the conduct being investigated appears sufficiently severe that it could result in a Final Written Warning/Disciplinary Suspension or termination of employment for the employee involved.

(b) No employee shall be held in unpaid investigatory suspension for more than fourteen (14) calendar days.

(c) In the event that an unpaid investigatory suspension does not result in a suspension or termination, the employee shall be made whole for any wages and benefits lost during the period of the investigatory suspension.

Section 5. Weingarten Rights

In connection with investigatory interviews required by the Hospital which an employee reasonably believes could result in disciplinary action being taken against him/her, an employee upon his/her request shall be entitled to have a union steward or union staff representative present, consistent with Weingarten principles. This shall not prevent an employee from selecting a non-steward employee to be present in such an investigatory interview. The parties agree that the role of the union steward or representative attending such an investigatory interview shall be strictly limited to the rights accorded such a representative under the National Labor Relations Act.

Section 6. Record of Discipline

In determining the appropriate level of discipline for the current infraction, the Hospital will not consider past disciplinary actions which occurred more than twelve (12) months earlier or unless the past infraction involved a Final Written Warning/Disciplinary Suspension, in which case the past discipline may be considered for three (3) years. Prior incidents of sexual harassment, drug diversion or work place violence which do not lead to termination of employee may be considered without time limitation in connection with determining discipline for any subsequent similar conduct.

Section 7. Notice of Discipline

An employee shall be notified in a timely manner, as determined within the exclusive judgment of the Hospital, whenever he/she has violated any rule, regulation or policy for which the Hospital is considering discipline.

ARTICLE 26
ATTENDANCE

Section 1. Purpose

To outline the policy on attendance, the tracking of absences, and the related corrective action.

Section 2. Definitions

Unscheduled absence

An absence from work that is not approved in advance by the department manager/director. It is defined as any absence of one or more scheduled workdays (including scheduled overtime) not separated by a return to work of more than 1 day. Unscheduled occurrence is also defined as any situation in which the employee is on duty less than one-half of the regularly scheduled hours. Excluded from this definition are occurrences due to work place injury/illness covered by the Employee Health & Safety Plan, all approved leaves of absence including Family Medical Leave Act (FMLA), scheduled paid time off, inpatient hospitalizations, emergent outpatient procedures, bereavement leave and jury duty leave, all of which are considered authorized leaves. Further excluded from this definition shall be occurrences due to a confirmed communicable disease, provided that the employee timely reports per Section 4.A of this Article and provided the employee provides proper documentation per the Hospital's applicable communicable disease policy.

No Call-No Show

An absence without notice to the Unit supervisor, or designee.

Tardiness

Failure to be on time when reporting to work at the beginning of a shift.

Short shift –Leaving work before the end of the shift.

Scheduled/Approved absence

- Absences related to an approved leave of absence
- Scheduled PTO time, bereavement, and jury duty
- Absence due to approved Employee Health and Safety requirements
- Employees flexed due to census/staffing

Section 3. Policy

Every employee is expected to be at work, on time, for the full duration of the scheduled shift for every day the employee is scheduled to work. Every employee is also expected to handle personal affairs and obligations outside of working hours.

Section 4. Procedure

A. NOTIFICATION OF UNSCHEDULED ABSENCE

1. Employees must call their unit supervisor or designee and in patient care areas must also call the house supervisor at least 2 hours prior to scheduled shift to notify of an unscheduled absence.
2. Failure to call within the two hours is considered a no call no show.
3. Having a friend or family member call in, is not acceptable unless extreme mitigating circumstances make it impossible for the employee to call in.

B. HOLIDAY ABSENCES

1. Any employee who has an unscheduled absence on a holiday will be scheduled to work an extra major holiday shift based on the needs of the unit.
2. Major Holidays are Thanksgiving Day, Christmas Eve, and Christmas Day, New Year's Eve, New Year's Day. Minor Holidays are Memorial Day, Independence Day, and Labor Day.
3. In outpatient areas that have the major holidays off, staff will work the day before and the day after the holiday.
4. Full time / Part Time staff will work two major and two minor holidays. PRN staff will work one major and two minor holidays.

C. ON-CALL HOURS

1. On-call hours will be unit specific and determined by each department manager/director.
2. On-call hours are considered a scheduled workday and as such are subject to the same corrective action as a regularly scheduled day.
3. Employees placed on call must be available for contact, by telephone while in an on-call status. Managers attempting to call in an employee from an on-call status will, when possible, leave a message for the employee in those situations in which they are not able to personally speak with the employee.

D. DEPARTMENT MANAGER/DIRECTOR AUTHORITY

1. The department Manager/Director has the right to:
 - a. Authorize or refuse to authorize an employee's request for permission to be absent.

- b. Investigate absences/tardiness
- c. Determine whether an absence/tardy is necessary or justifiable.
- d. Impose reasonable disciplinary penalties on employees who violate provisions of this policy with consultations from HR.

E. TARDINESS refers to not arriving to the work area as scheduled and not returning from meals and authorized breaks as scheduled. Tardy counts as ½ of an unscheduled occurrence, two tardies in any six month period will equal one unscheduled absence. The Standard grace period is 6 minutes.

F. SHORT SHIFT – refers to leaving work before the end of the shift. Without prior approval, Short shift count as ½ of an unscheduled occurrence, two short shifts in any six month period will equal one unscheduled absence.

G. EXCESSIVE UNSCHEDULED ABSENTEEISM

1. Employees are encouraged to keep occurrences of absence to a minimum.
2. One day or more consecutive day of absence constitutes an occurrence of absence.
3. Full Time / Part Time - Upon 3 occurrences (can be a combination of absences, tardies or short shift) that occur in a consecutive 6 month period,(for a PRN two occurrences in a consecutive 6 month period) will result in progressive disciplinary action. Any additional 3 absences that occur in a consecutive 6 month period (and which occur within 12 months from any prior attendance disciplinary action) will result in the next level of disciplinary action.

H. NO-CALL/NO-SHOW (NC/NS) and FAILURE TO RESPOND WHILE ON CALL

If an employee is a NC/NS or Fails to Respond while on-call absent extenuating circumstances that prevent the employee from providing notice.

1. The time is uncompensated.
2. The first instance of NC/NS and/or Failure to Respond While On-Call will result in a final written warning and will remain active in the employee's record for twelve (12) month rolling period.
3. The second instance of NC/NS or Failure to respond while On-Call during this twelve (12) month period will result in immediate termination. Additionally, employment will be terminated if three (3) NC/NS or Failure to Respond While On-Call occurs within 3 consecutive years of employment.
4. An employee with a single No Call/No Show or Failure to Respond While On-Call during their first one hundred twenty (120) days of employment shall be terminated
5. If an employee fails to report to work and does not notify the Unit supervisor or Designee and in patient care areas does not call the house supervisor for

two scheduled shifts without a return to work in between, the employee shall be considered to have involuntarily resigned without notice as of the last date of active employment.

I. CORRECTIVE ACTION

1. Employees with 3 occurrences in a consecutive six month period (can be a combination of absences, tardies or short shift) will be subject to corrective action up to and including termination of employment in accordance with the Article 25 (Disciplinary Action) of this Agreement.
2. Corrective action should be timely and communicated to the employee consistent with Article 25, Section 7 (Disciplinary Action).
3. Progressive disciplinary action related to attendance issues will be handled separate and apart from disciplinary action related to all other matters.

J. ABSENCES RESULTING IN RESIGNATION

1. The following actions may be considered as a resignation:
 - a. Failure to return at the end of a leave of absence.
 - b. No Call-No Show for two consecutive scheduled workdays.
 - c. Taking gainful employment while on leave of absence without approval from the Hospital.

ARTICLE 27

GRIEVANCE AND ARBITRATION

Section 1. The Grievance Procedure

In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood by both parties that, for the duration of this Agreement, the following shall be the sole and exclusive procedure for the resolution of "grievances" or "class grievances" as those terms are defined herein.

It is agreed that an effort will be made by the Union and the Hospital to resolve all disagreements or disputes informally and promptly prior to the initiation of a formal grievance procedure. If a formal grievance is filed, however, a bargaining unit Employee may be assisted or represented by a Union Steward or Union Representative at any step of the formal grievance procedure, as specified further below. If the employee makes no such request, nothing in this Article shall prevent the Hospital from discussing the dispute with the employee outside the presence of a Union representative.

Section 2. Definitions

(a) A “grievance” subject to arbitration is any dispute raised by the Union or employee concerning the interpretation or application of any provision in this Agreement, except as to those provisions which are not subject to this Article.

(b) A “class grievance” subject to arbitration is defined as grievance filed by two (2) or more employees, or by the Union on behalf of two (2) or more employees, against the Hospital regarding the same alleged breach of this Agreement or multiple breaches of the same provision(s) of this Agreement, except as to those provisions which are not subject to this Article.

(c) The Union, as the exclusive bargaining representative of employees in the bargaining unit, has the sole and exclusive right to pursue, withdraw, or resolve grievances at any step of the procedure.

(d) For purposes of this Article, “days” means calendar days. Whenever a period of time is specified in this Article, the day of the event or action which commences the period shall not be included in calculating the length of the period. If the last day for responding and/or acting is a weekend or Holiday (as provided by Article 26, Section 4(B) of this Agreement, the period shall be extended to the next day which is not a weekend or holiday.

Section 3. Grievance Procedure

(a) Informal Resolution

(1) An employee who has a dispute that could be the subject of a grievance is encouraged to first present the dispute informally and orally to his/her immediate supervisor before initiating a formal grievance.

(b) Step 1 (Department Head)

(1) If the dispute is not resolved informally, the Union may initiate the formal grievance procedure by submitting a written grievance form, as provided in Appendix E, to the Human Resources Department within ten (10) days of the date upon which either the grievant first became aware, or reasonably should have first become aware, of the events or circumstances which gave rise to the grievance.

(2) The Step 1 grievance shall: (1) be dated; (2) be signed by the grievant or a Union representative responsible for advancing the grievance; (3) set forth the name(s) of the Employee(s) or class of Employees on whose behalf the grievance is being brought; (4) include a description of the acts giving rise to the grievance; (5) set forth the date(s) on which the act(s) giving rise to the grievance occurred; (6) identify the Article(s) and Section(s) of the Agreement allegedly violated; and (7) state the remedy requested.

(3) A Step 1 meeting between the grievant (or, in the case of a class grievance, at least one member of the aggrieved class), a Union representative, the Department Head, and a Human Resources representative shall be scheduled and held within seven (7) days of receipt of the formal grievance. The Hospital may choose to have the grievant's immediate supervisor attend the meeting. In this meeting, the parties shall engage in a full and frank discussion of their respective positions including the supporting rationale for their positions.

(4) Within seven (7) days of the Step 1 meeting, the Department Head or designee shall provide a written response to the Union.

(c) Step 2 (COO or Designee).

(1) If the grievance is not resolved at Step 1 and the Union wishes to advance the grievance, the Union may advance the grievance to the Step 2 by submitting a written notification Human Resources within seven (7) days of receiving the Step 1 response.

(2) A Step 2 meeting between the grievant (or, in the case of a class grievance, at least one member of the aggrieved class), a Union representative, the COO or a designee, and a Human Resources representative shall be scheduled and held within fourteen (14) days of the receipt of the Step 2 notice. The Hospital may choose to have other supervisory or management personnel attend the meeting.

(3) The COO or designee shall provide a written response to the Union within fourteen (14) days of the Step 2 meeting.

Section 4. Step 3 – Arbitration

(a) Demand for Arbitration

If the grievance is not resolved on the basis of the Step 2 response, the Union may advance the grievance to arbitration by submitting a written demand for arbitration within twenty-one (21) days of receiving the Step 2 response.

(b) Selection of Arbitrator

(1) Within ten (10) days following its written request for arbitration, the Union shall submit a request for a panel of arbitrators from the Federal Mediation and Conciliation Service (FMCS). The FMCS shall be requested to provide a list of seven (7) labor relations arbitrators who are located in Texas, Arkansas, Louisiana, New Mexico, or Oklahoma.

(2) The arbitrator shall be selected by each party alternately striking names until only one (1) remains. In the first arbitration case after ratification of this Agreement, the

Union will strike first, in the second the Hospital will strike first, and in all arbitration cases thereafter, the parties will alternate striking first.

(3) Either party may reject one panel in its entirety by providing written notice of such rejection to the other party within thirty (30) days of the date FMCS provided the panel. If a panel is rejected, the FMCS shall be requested to provide a new panel.

(c) Date, Time and Place of Arbitration

The arbitration hearing is to be scheduled on a date, and at a time and place, that is agreeable to both parties and the arbitrator. Unless agreed upon in advance by both parties in writing, only one arbitration will be heard each day. The parties may mutually agree to expedited arbitration and to rules and procedures that will apply in expedited arbitration.

(d) Arbitration Hearing and Decision

Each of the parties shall have the right, at that party's option, to either present a closing argument at the conclusion of the hearing or prepare a post-hearing brief for presentation to the arbitrator. If a party chooses to present a brief, the brief shall be submitted to the arbitrator within thirty (30) days of the close of the hearing or, if a transcript of the hearing is ordered, within thirty (30) days of the party's receipt of the transcript, unless extended by mutual agreement of the parties. The arbitrator shall hear the submitted grievances as expeditiously as possible, and shall render a decision in writing within thirty (30) days after the conclusion of the last hearing or submission of briefs, whichever is later, and shall recite the pertinent facts and give the legal reasoning for the decision.

(e) Arbitration Fees and Costs

The fees and expenses of the arbitrator, the cost of the hearing room, and the cost of the court reporter (if the parties agree to use a court reporter) shall be shared jointly by the parties. Each party will bear its own expenses of representation and presentation of its case, including witnesses, and including the cost of any transcript for the party's own use.

(f) Arbitrator's Authority

The arbitrator shall limit his/her opinion to the interpretation and/or application of the Agreement and shall have no power to add to, subtract from, modify, change amend or delete any of the terms or provisions of the Agreement. Further, the arbitrator may not hear any matter after this Agreement has expired other than matters which arose prior to the expiration of the Agreement. No arbitrator shall attempt to mediate a dispute before, during or after hearing the arbitration on the same matter without first obtaining express written permission from both parties.

If there is an issue as to whether a grievance is barred for failure of the Union or grievant to comply with the procedural requirements of this Article (procedural arbitrability), the

arbitrator will be permitted to rule on both the question of procedural arbitrability and the merits, but will be required to issue a bench ruling on the issue of arbitrability immediately upon the close of evidence on the issue of arbitrability and before hearing evidence on the merits. Issues of substantive arbitrability are to be decided by a court of competent jurisdiction.

The arbitrator's decision shall be final and binding.

(g) Briefs and Arguments

Each of the parties shall have the right, at that party's option, to either present a closing argument at the conclusion of the hearing or prepare a post-hearing brief for presentation to the arbitrator. If briefs are submitted by hard copy rather than electronically, any party submitting a brief to the arbitrator must provide the arbitrator with an additional copy of the brief (together with an envelope addressed to the opposing counsel with property postage affixed). The arbitrator will, in turn, forward a copy of each party's respective brief to the opposing party (simultaneous submission). No new evidence may be included in, discussed, attached, or otherwise submitted to the arbitrator with the brief or after the close of the hearing without prior agreement among the parties in writing.

Section 5. Time Limits

All the time limits set forth in both the grievance and arbitration sections of this Article are of the essence and must be strictly followed and may be extended only by specific written mutual agreement (either in a single document signed by the Hospital and the Union or by email exchange of a request for an extension and a reply confirming agreement to the extension request).

If the Hospital fails to respond to a grievance within the applicable time limit, the Union may immediately advance the grievance to the next step in the process; however, following the second step the Union is still required to make a formal request for arbitration per Section 4(a). If the Union or the grievant fail to follow the applicable time limits, the grievance shall be null and void, the merits of the grievance shall not be subject to Arbitration and the grievance will be considered as resolved on the basis of the Hospital's last answer. In the event of a dispute over whether the Union or a grievant failed to follow any of the time limits established under this Article, the arbitrator may decide that issue as authorized in Section 4(f) above.

ARTICLE 28

NO STRIKE / NO LOCKOUT

Section 1. Intent

The parties to this Agreement realize that the Hospital provides special and essential

services to the community and, for this and other humanitarian reasons, it is the intent of the parties to settle disputes during the term of this Agreement either through informal means, or, when that is not successful, through the grievance and arbitration procedure provided herein. It is, therefore, agreed that during the term of this Agreement: (1) the Hospital shall not lock out its Employees; and (2) neither the Union, the Employees, nor their agents or any other representatives shall take part in any of the prohibited activities described in Section 2 of this Article.

Section 2. Prohibited Activity

During the term of this Agreement, neither the Union nor its agents or representatives, nor any Employees, individually or collectively, directly or indirectly, shall call, authorize, sanction, assist, ratify, support, encourage, engage or participate in any way in any "strike." For purposes of this Article, the word "strike" includes, without limitations, any sympathy strike, work stoppage, sit-down, sit-in, slow-down, sick-out, boycott, picketing (informational or otherwise), refusal to cross a picket line at or near the Employer's premises (including the picket line of another labor organization), concerted failure or refusal to perform assigned work, or any other interference with or interruption of any of the Employer's services or operations, or with the movement or transportation of goods, services or persons to or from Employer's premises.

Section 3. Waiver by Union

The prohibitions of this Article are intended to apply regardless of the motivation for the "strike." By way of illustration only and without limiting the scope of prohibited activity described in Section 2, this Article expressly prohibits; (a) sympathy strikes (individual or concerted failure to cross a picket line established by another labor organization or by members of another bargaining unit); (b) strikes over disputes that are not subject to arbitration; and (c) strikes in protest of alleged violations of state and federal law. Any statutory right under the NLRA that an Employee may otherwise have to engage in such conduct is hereby expressly waived by the Union. It is understood, however, that nothing in this Article will prohibit an Employee's otherwise lawful refusal to work pursuant to the Occupational Safety and Health Act.

Section 4. Penalty

Prior to taking disciplinary action, the Employer will notify the Union of the prohibited activity so the Union may take immediate steps as defined in Section 5, below. Any Employee who participates in any activity prohibited by this Article shall be subject to discharge or such lesser discipline as the Employer, in its discretion, shall determine. Such Employee shall have recourse to the grievance and arbitration procedure as to the sole question of whether he or she in fact participated in such prohibited activity.

Section 5. Union Officials

In light of their leadership positions, the Union's local officers have a special duty to comply with this Article. Further, they have an affirmative duty to take action to prevent Employees from committing or continuing to commit any breaches or violations of this Article. The affirmative steps that local officers are required to take include, at a minimum, (a) publicly disavowing the prohibited activity, (b) posting notices on the Union bulletin board advising that the Union disapproves of such action, and (c) notifying in writing those Employees engaging in prohibited activity and indicating to them: (i) that the action engaged in is a violation of this Agreement; (ii) that such violation may subject the Employee to discipline, up to and including immediate discharge; (iii) that the prohibited activity is not legally sanctioned, nor is it condoned by the Union; and (iv) that the Union is urging Employees to immediately return to work or otherwise refrain from engaging in any prohibited activity.

Section 6. No Lockout

The Hospital agrees that there shall be no lockout during the term of this Agreement. As used herein, the term "lockout" shall not include the closing down or curtailment of operations or layoffs due to economic conditions, business or operational reasons, natural disaster, or reasons beyond the Hospital's control.

Section 7. Judicial Remedies

The Hospital and the Union shall be entitled to all appropriate judicial remedies including, but not limited to, injunctive relief and damages, if a violation of this Article should occur. In the event of a violation, the other party may immediately institute judicial proceedings to obtain such remedies, without any prior obligation to seek relief under the grievance and arbitration procedure of this Agreement. Injunctive relief shall be available to the Hospital or the Union regardless of whether the dispute giving rise to the conduct prohibited by this Article is subject to Arbitration.

ARTICLE 29

SUBCONTRACTING

Section 1. Right to Subcontract

The Hospital retains the right to subcontract bargaining unit work. However, it is not the intention of the Hospital to contract out bargaining unit work normally or historically done by Employees. It is not the intention of the Hospital to contract out bargaining unit work for the sole purpose of undermining the Union or otherwise negating the Employer's obligations under this Agreement. The Hospital will only contract out bargaining unit work where it will be more economical or efficient to do so, and/or will result in the delivery of

better patient care. Any employee who is laid off as a result of the decision to subcontract bargaining unit work will retain all rights under the Layoff and Recall provision of this Agreement.

Section 2. Effects of Subcontracting

In the event the Hospital makes a decision to subcontract work presently being performed by bargaining unit Employees, consistent with Section 1 above, which results in a layoff of bargaining unit Employees, the Hospital will give the affected Employees and the Union at least sixty (60) days notice of the contemplated action and, during the notice period, will:

1. Upon request from the Union, bargain over the effects of the decision to subcontract;
2. Consider alternatives to subcontracting which may be suggested by the Union;
3. Consider subcontractors recommended by the Union;
4. Give affected Employees a reasonable opportunity to cross-train or attend Hospital-sponsored training on paid time (not to exceed forty (40) hours) in classifications which do not require experience, or for which the Employee has any required education. Such training shall be limited to positions in which vacancies exist or are anticipated within six (6) months from the effective date of the layoff due to the subcontracting and for which, in the good faith judgment of the Hospital, the Employee may be able to qualify with training;
5. Provide out-placement service such as assistance with resume preparation and mailing, employment counseling, etc.;
6. Relieve Employees from duty for up to twenty (20) hours on paid time, with adequate notice to cover, to attend scheduled job interviews;
7. Facilitate and encourage the transfer of affected Employees to other HCA-affiliated facilities; it is understood, however, that whether an affected Employee is eligible for a particular position at any other HCA-affiliated facility will be determined by that facility, in accordance with its own rules, policies and practices. Employees who transfer to other HCA-affiliated facilities shall carry over their seniority and benefit accruals to the HCA-affiliated facility to the extent allowed, and in accordance with, the then-existing corporate policy regarding such transfers;
8. If the subcontract ends more than a year later, and the Hospital reverts to providing the services previously subcontracted, the Hospital shall give hiring preference by seniority to the former Employees of the Hospital who were affected by the subcontracting, took jobs with the subcontractor immediately, and have kept those jobs until such time as the subcontract ends; upon reemployment, such Employees shall retain their previous seniority dates; and

9. a. In the case where the work is being subcontracted to an entity not affiliated with the Hospital, and where the work continues to be performed at the Hospital by the subcontractor, the Hospital shall require the subcontractor to hire all or substantially all affected Employees who wish to be employed by the subcontractor and require the subcontractor to maintain the same hourly wage rate for at least thirty (30) days; and
- b. In all other cases, the Hospital shall encourage the subcontractor to hire those affected employees who wish to be employed with the subcontractor.

ARTICLE 30

RELOCATION OF BARGAINING UNIT WORK

This Agreement shall not prohibit the Hospital from relocating work done by bargaining unit employees out of the hospital to another HCA-affiliate, if such relocation is done pursuant to a corporate, division, or market program to consolidate and share services among hospitals. After such relocation to another HCA-affiliate, the functions formerly performed by these employees will not be performed within the Hospital (excluding consolidated call coverage) except by bargaining unit employees. In the event of such a corporate, division, or market-structure-driven relocation, the Hospital will advise the Union at least 30 days in advance of the effective date of the relocations and, upon request, will bargain with the Union over the effects of the relocation on bargaining unit employees. This Article does not prohibit the use of agency or traveler employees from an HCA-affiliate consistent with the Hospital's historical usage of such temporary employees to supplement staffing.

ARTICLE 31

SUCCESSORSHIP

This Agreement shall be binding on the Hospital and its "successors and assigns" (as those terms are defined by federal labor law) for the duration of this Agreement.

It is the intent of the Hospital to fully observe all applicable federal and state statutes which govern its obligation to the Union and to Employees in the event of a sale, merger, assignment, closure or other transfer of ownership of operations of the Hospital's facilities.

The Hospital agrees that if there is to be a closure of the Hospital, the Hospital will give the Union sixty (60) calendar days, if feasible, but no less than thirty (30) days, advance notice of the final implementation of such action and will give the Union the opportunity, upon request, to bargain over the effects of such action on the Employees.

In the event of the sale or transfer of the Hospital, the Hospital will give the Union sixty (60) calendar days, if feasible, but no less than thirty (30) days, advance notice of the

final implementation of such action, and prior to the sale or transfer, the Hospital shall inform the prospective acquiring entity of the existence of this collective bargaining agreement and of its terms and conditions, shall provide a copy of this collective bargaining agreement to the acquiring entity, and shall require as a condition of the sale or transfer that the new employer or entity recognize the Union as the collective bargaining representative. The Hospital shall, in addition, require as a condition of the sale that the acquiring entity shall assume (by written instrument executed with the Union) this Collective Bargaining Agreement between the Hospital and the Union, except that the purchaser or transferee shall offer comparable benefit plans in lieu of benefits plans that are specifically administered by and available only through HCA, for the remainder of its term.

In the event of a merger of the Hospital, the Hospital will give the Union sixty (60) calendar days, if feasible, but no less than thirty (30) days, advance notice prior to the merger and the Hospital shall inform the prospective surviving entity of the existence of this collective bargaining agreement and of its terms and conditions and shall also require, as a condition of the merger, that the surviving entity agree (by written instrument executed with the Union) as follows: "In the event that the [surviving entity] has a legal obligation under the NLRA to recognize the Union as the representative of employees in an appropriate unit as a successor to the Hospital, the [surviving entity] will assume and apply the collective bargaining agreement in effect at the time of the merger to such employees, except that it shall offer comparable benefit plans in lieu of benefits plans that are specifically administered by and available only through HCA, for the remainder of its term.

ARTICLE 32

STAFFING ISSUES AND COMMITTEE

Section 1. Safe Staffing

The Hospital will have a staffing system that ensures safe staffing, which will take into consideration acuity levels and patient needs, will be in compliance with any State law requirements including licensing requirements, and will adhere to the requirements of The Joint Commission.

Section 2. Concerns Over Staffing Assignments and Complaints

Any concerns an Employee has about his/her staffing assignment should be voiced to the Charge Nurse/Supervisor at the time of assignment. If the Employee and the Charge Nurse/Supervisor are unable to resolve the Employee's concerns, the Charge Nurse/Supervisor will notify the Unit or Department Manager/Clinical Manager on duty and these individuals will consult regarding the appropriateness of the assignment.

If the Unit or Department Manager/Clinical Manager and Charge Nurse/Supervisor conclude that the assignment is appropriate, the Employee will nevertheless accept the

assignment and perform to the best of his/her capabilities. The Employee may lodge a complaint with the Unit or Department Manager or Charge Nurse/Supervisor either prior to accepting the assignment or after the shift has been completed. The Department Manager/Clinical Manager or Charge Nurse/Supervisor shall accept the employee's objection in written form (so long as such a submission does not delay rendering care or service). If, at any step, the parties agree that the assignment is inappropriate, the assignment will be adjusted.

The process outlined in this Article shall also apply to workload and staffing concerns of employees in non-nursing units, except that the Employee shall take his/her concerns first to his/her immediate supervisor, and next to the Unit/Department Manager.

An ultimate refusal to accept a staffing assignment may be considered insubordination and may, in the discretion of the Hospital, result in the discipline of the Employee, up to, and including, termination.

Section 3. Staffing Issues Committee

The parties agree to create a Staffing Issues Committee, which shall be comprised of four (4) management representatives selected by the Hospital and four (4) Employee representatives selected by the Union (who shall be Employees of the Hospital). In addition, the Union Field Representative and the Human Resources Director, or their designee(s), may serve as resources to the Committee. The Committee will function through the duration of this Agreement to address staffing concerns that may arise.

Section 4. Committee Meetings

The Committee shall meet every other month, alternating with the Labor-Management Committee, or more frequently if the parties mutually agree. Meetings shall last no more than two (2) hours each unless the parties mutually agree to extend. An agenda for the meeting shall be submitted by either or both parties fourteen (14) days in advance. Time spent by Committee members attending meetings of the Staffing Issues Committee shall be paid at the employee's base hourly rate and treated as hours worked for overtime purposes. The parties may agree in advance to invite identified non-members of the Committee to meetings, provided that no invitees shall be allowed to remain in a meeting or otherwise participate during any vote.

Section 5. Committee Powers

The Committee shall have the power to hear individual Employee staffing disputes raised pursuant to Section 6.A below. The Committee also may address current staffing practices and patterns if a majority of its members believe that patient needs are not being met. Additionally, during the first three scheduled committee meetings, the Committee will

review current staffing levels by unit and department with the goal of making recommendations, if any, as provided in this Section, for modification of those levels. Upon request, the Hospital will share staffing levels/matrices with an Employee. The Hospital retains the right to modify staffing levels/matrices at any time, but will present modifications to members of the Committee and to employees in the affected unit at the time of implementation. The Committee shall be advisory in nature and shall have the power to make recommendations, agreed upon in writing by a majority of Committee representatives, to the Hospital on staffing matters. No recommendation of the Committee shall alter or abridge the letter or intent of this Agreement. Within thirty (30) calendar days of receiving any recommendation from the Committee, the Hospital will advise the Committee in writing as to what, if any, action it plans to take on such recommendation, and why.

Section 6. Dispute Procedure

A. Internal Dispute Resolution Procedure: If an employee lodges a complaint pursuant to Section 2 of this Article, the manager or designee shall respond to the Employee within ten (10) days from the date the issue was raised. If the Employee is not satisfied with the manager's or designee's response, the Employee may submit the concern to the Staffing Issues Committee. The Committee will endeavor to resolve such disputes within sixty (60) days of referral or at the next meeting of the Committee, whichever is sooner, and will report its recommendation in writing to the Chief Nursing Officer and Chief Operating Officer of the Hospital, or their designee(s). If the dispute is not resolved internally to the satisfaction of the Employee or the Union, the Employee or Union may demand arbitration under the provisions of this Agreement, subject to the restrictions provided below in subsection B of this Section.

B. Limited Arbitration: The procedures provided for in this Article shall be subject to the arbitration provisions of this Agreement, provided, however, that the scope of the arbitrator shall be limited to whether or not the Hospital has complied with those procedures. More specifically, it is understood and agreed that the arbitrator shall have no authority to hear or resolve disputes over staffing issues, including, without limitation: whether the Hospital's system as called for in Section 1 of this Article is appropriate, adequate or sufficient; whether the Hospital's decision as to staffing ratios / guidelines / matrices are sufficient; whether a particular assignment is appropriate; whether patient care needs are being met; whether an employee is competent to perform a given assignment; or whether the Hospital's decisions regarding any other patient care / safety related issues are appropriate or sufficient.

ARTICLE 33

SAFETY AND HEALTH

Section 1. General Recognition and Commitment

The Hospital and the Union recognize the importance of providing safe and healthy working conditions. The Hospital commits that it shall continue to comply with all state and federal laws and regulations concerning workplace safety and health, and shall take appropriate actions to provide a workplace free from unreasonable risk of violence or physical harm. No employee shall be required to work under conditions that would be hazardous to the employee's safety in violation of state or federal law. No employee will be disciplined or retaliated against for reporting such conditions. The Union commits that it shall cooperate with the Hospital in promoting and encouraging a safe and healthy workplace. Nothing in this Agreement, however, shall imply that the Union has undertaken or assumed any legal liability to provide a safe workplace, or that the Union is required to take any particular action that may be requested by the Hospital. Nor shall anything in this Agreement imply that the Hospital's obligation to provide a safe workplace exceeds the requirements imposed by federal and state laws.

Section 2. Safety and Health Compliance

Employees should report any safety or health concerns to the Hospital Safety Officer, who will address such concerns as soon as reasonably practicable taking into consideration the safety and health of Employees, patients and visitors as well as other legitimate business needs. Such issues, if unresolved by the Hospital Safety Officer, may be forwarded to the Safety and Health Committee referred to in Section 4 of this Article.

Section 3. New Practices and Procedures

The Hospital will provide proper education and training in a timely fashion regarding new equipment, medical treatment, and new drugs and/or processes.

Section 4. Safety and Health Committee

A. Establishment and Scope of Committee: The parties agree that matters related to safety and health issues may arise from time to time that may be appropriate for discussion between management representatives and Employees. The parties, agree, therefore, to create a Safety and Health Committee, which may consider and discuss safety and health issues, including those that have been brought to the attention of the Hospital Safety Officer but have not been resolved to the satisfaction of both parties, such as, without limitation: (a) safety initiatives; (b) changes to Hospital policies and procedures which would impact the safety and health of Employees, patients and visitors; (c) Employee injury trends; (d)

Employee safety awareness and training; and (e) equipment needs impacting the safety and health of Employees, patients and visitors. The Committee shall not discuss disciplinary matters, pending grievances, or any issues related to contract negotiations. Disputes arising under this sub-section shall not be subject to the grievance and arbitration provisions of this Agreement.

B. Composition of Committee: The Committee shall be comprised of a minimum of six (6) management representatives chosen by the Hospital and no more than an equal number of Employee representatives chosen by the Union (who shall be Employees of the Hospital), along with one (1) Union representative and one (1) representative from the Hospital's Human Resources department as ex officio members. Employee representatives must be bargaining unit members who have been employed at the Hospital for at least one year. Each party shall name a spokesperson to coordinate Committee activities.

C. Committee Powers: The Committee shall be advisory in nature and shall have the power to make recommendations, agreed upon by a majority in writing, to the Hospital on matters within the Committee's scope of authority. No recommendation of the Committee shall alter or abridge the letter or intent of this Agreement. Within thirty (30) calendar days of receiving any recommendation from the Committee, the Hospital will advise the Committee in writing as to what, if any, action it plans to take on such recommendations and why.

D. Meetings: Meeting will be held quarterly and at other times when both parties deem it necessary. No meeting shall last more than two (2) hours unless agreed to by both parties. An agenda for the meeting shall be submitted by either or both parties fourteen (14) days in advance. Employees chosen by the union to serve on the Committee shall be allowed to attend Committee meetings and shall be paid by the Hospital for time spent in the meeting.

ARTICLE 34

DRUG AND ALCOHOL POLICY

Section 1. General

The Hospital and the Union recognize that Employee drug and alcohol abuse can have an adverse impact on Hospital services and operations, the image of the Hospital and Employees, and the general health, welfare and safety of Employees, patients, visitors and the general public.

Section 2. Prohibited Activity

The following activities are strictly prohibited and may lead to discipline, up to and including immediate discharge and/or, in the sole discretion of the Hospital, mandatory referral to an approved substance abuse treatment / rehabilitation program:

A. The sale, manufacture, distribution, purchase, use, or possession of alcohol, alcoholic beverages, inhalants, illegal substances, non-prescribed controlled substances, or drug paraphernalia on Hospital property or during working hours.

B. Reporting to, or being at, work while under the influence of or while impaired by alcohol, alcoholic beverages, inhalants, illegal substances, or prescribed (being used in a manner inconsistent with the Employee's prescription) or non-prescribed controlled substances, provided that such influence or impairment is confirmed either by an admission from the Employee involved or by a test administered in accordance with the procedures specified in Section 4 below. (For purposes of this policy, an Employee is conclusively presumed to be under the influence of alcohol if blood alcohol level is 0.04 or higher.)

C. Reporting to, or being at, work with a measurable quantity of non-prescribed controlled substances or illegal drugs in blood or urine, as a consequence of ingesting or consuming same, provided that such presence is confirmed by a test administered in accordance with the procedures specified in Section 4 below.

D. Reporting to, or being at, work with the odor of alcohol on one's breath or person, even if a test administered in accordance with Section 4 confirms that the Employee's blood alcohol level is less than 0.04. The parties acknowledge that this paragraph is not intended to apply to the appropriate use of hand sanitizers utilized within the Hospital.

E. A conviction for sale or possession with intent to distribute illegal drugs on or off Hospital property or during or outside working hours. (Employees who are arrested for any drug related offense under federal or state law must notify their immediate supervisor at the beginning of their next regularly scheduled shift or within five (5) days, whichever is sooner. Employees convicted of such a crime must notify their immediate supervisor immediately.)

F. Refusal to submit to a drug/alcohol screen at the request of the Hospital when the Hospital has cause for testing as defined in Section 4 below. Provided, an employee may decline to be tested if the circumstances surrounding his/her work-related injury are such that there can be no doubt that the employee's actions did not contribute to the injury in any way. The employee's uncorroborated report is insufficient to eliminate such doubt. Nothing in this paragraph creates any obligation for the Hospital to conduct an investigation of the circumstances of the injury before requesting that the employee submit to a test.

G. Tampering with or otherwise altering alcohol or drug testing samples or security equipment or systems.

H. Theft or diversion of Hospital medications.

Section 3. Testing of Applicants

All applicants for employment will be required to undergo and pass a drug and alcohol screen as a condition of employment.

Section 4. Testing of Current Employees

A. Cause for Testing: Current employees will be required to undergo a drug and alcohol screen (whether a blood test, urinalysis, breath alcohol, or other diagnostic test that would prove, to a reasonable scientific certainty, that the Employee has ingested or consumed drugs or alcohol) whenever there is a reasonable suspicion to believe that the Employee is under the influence of drugs or alcohol while at work, is in violation of one of the prohibitions outlined in Section 2 of this Article, is involved in a reportable accident while on duty (subject to the exceptions in 2(F)), or after an on-the-job injury to any persons (*e.g.*, another employee, a patient, the person to be tested) when it is possible that the acts or omissions of the employee to be tested may have caused or been partially responsible for the injury, or when drugs to which an employee may reasonably have had access are unaccounted for.

B. Procedures for Testing: Substance abuse testing of Employees shall take place at either a hospital or an accredited testing laboratory, as chosen by the Hospital. To ensure the accuracy and fairness of the testing program, all collection and testing will be conducted pursuant to applicable law. The testing facility shall provide sufficient safeguards to ensure that a proper chain of custody is maintained. Employees will be treated respectfully and privacy will be guaranteed during urine specimen collection.

A single specimen will be collected and split into two samples (Sample A and Sample B). Sample A will be tested, and Sample B will be retained. All positive tests for a controlled substance will be confirmed the reserved portion of Sample A, by Gas Chromatography / Mass Spectrometry (GCMS) or better testing. If positive, the Employee has the option of requesting that Sample B be tested, at a laboratory of the Employee's choosing at the Employee's expense. If an Employee is initially unable to provide a specimen, the Employee will be allowed up to three hours and up to 40 ounces of fluid to assist in providing the specimen, or may be given more time at the Hospital's discretion. If after that time a specimen is still not provided, the Employee will be considered positive and referred to Human Resources. However, the Employee may present medical evidence justifying the inability to provide the specimen, and if accepted, the test will not be considered positive. Employees shall be notified of a positive result within twenty-four (24) hours from receipt of the laboratory reports.

The donor shall have five (5) days from the date of notification to discuss the positive results with the Medical Review Officer (MRO) and to submit documentation of use of prescription, or over-the-counter medication relevant to the positive test.

The MRO shall notify the hospital in writing of the verified test result - negative, positive, or unsatisfactory. If the MRO determines that there is a legitimate medication explanation for the positive test result, the MRO shall report a negative test to the hospital. However, should the MRO conclude that legal use of the drug would endanger the donor or others, or if the donor is in a safety sensitive, or special risk position at the hospital, then the MRO shall report the test negative due to a validated prescription, and the hospital may refer the employee for a fitness for duty evaluation at its discretion.

The Employee will be placed on leave without pay pending return of the test results. If the results are negative, the Employee will be paid his/her base rate for any previously scheduled time lost. The Employee shall not be otherwise disciplined or referred to a treatment program unless and until a positive result is communicated to the Hospital, provided, however, that if the Employee's conduct independent of the alleged substance/alcohol abuse otherwise warrants discipline, the Hospital may take action prior to knowing the results of the test.

The Union will be advised of the results of such tests to the extent that the release of such data is approved by the Employee involved and is not inconsistent with federal or state laws regarding the privacy of such information.

Section 5. Consequences of Positive Result or Refusal to Test

Applicants who refuse to test in violation of this policy or who test positive as a result of a pre-employment drug or alcohol screen will be denied employment. Any current Employee who refuses to test in violation of policy or who tests positive as a result of a drug or alcohol screen may be disciplined, up to and including immediate discharge and/or, in the sole discretion of the Hospital, referred to an approved substance abuse treatment / rehabilitation program. The parties recognize the history and practice of the Hospital of referring Employees to substance abuse treatment / rehabilitation programs. The Hospital's exercise of its discretion regarding the referral of employees to such programs will not be subject to the grievance and arbitration provisions of this Agreement.

Employees who are referred to an approved substance abuse treatment / rehabilitation program as a result of testing positive will be required to enroll in that program within one (1) week of referral and to successfully complete that program as a condition of re-instatement. The Employee will sign any release necessary to allow the treatment provider to supply the Hospital with information showing the Employee's enrollment, satisfactory attendance, and successful completion of the program. Upon re-instatement, and in addition to any ongoing testing requirements of the treatment program, the Employee will be required

to submit to random drug and alcohol testing for twenty-four (24) months, with any subsequent positive test result leading to immediate discharge.

Section 6. Confidentiality

The Hospital will take reasonable precautions to maintain the confidentiality of any Employee who is required to undergo a drug or alcohol test, including keeping any documents referencing such test in a file separate and apart from the Employee’s official personnel file. Only those Hospital employees, agents and representatives with a legitimate need to know will be given access to such information. No information about the drug / alcohol test will be released by the Hospital without written consent of the Employee or unless as a result of legal process.

ARTICLE 35

WAGES

Section 1. Wage Increases

During the term of this Agreement, the Hospital will give minimum across-the-board wage increases for Full-Time and Part-Time Employees covered by this Agreement as follows:

July 1, 2014	2.50%
July 1, 2015	2.75%
July 1, 2016	2.00%

The above increases will go into effect no later than the first full pay period following each of these dates. Excluding the 2014 wage increase described herein, if such increase would cause an employee on active payroll to exceed the range for his/her position, the increase will be paid as a bonus (which shall be calculated using the employee’s Full Time Equivalent (FTE)) and not an adjustment to the employee’s rate of pay to the extent that it would cause the employee to exceed the range. For those employees hired less than one year before each of these dates, the increases set forth above will be prorated based on the number of days employed prior to each of these dates.

Regarding the 2014 wage increase, any employee for whom the 2.50% increase results in a regular rate of pay below \$9.10, his/her rate shall be adjusted to \$9.10/hour. Any regular full-time or part-time employee hired under this Agreement shall be hired at a rate no lower than \$9.10/hour.

Within 120 days of ratification of this Agreement, the parties shall meet to confer over flat rate PRN wage rates. The discussion shall be completed no later than 180 days after ratification unless mutually extended.

Section 2. Additional Increases

All wage ranges, benefits and other economic provisions of this Agreement establish minimums, and nothing herein shall be deemed or construed to limit the Hospital's right to increase wage rates, ranges, benefits, premiums, differentials, or to pay other extra compensation at the Hospital's discretion in excess of that provided in this Agreement. Accordingly, it is also understood that any such increases shall be over and above the economic package negotiated in this Agreement. Before taking any such action, the Hospital shall notify the Union.

ARTICLE 36

SHIFT DIFFERENTIALS

The period for shift differential pay begins at 7:00 p.m. and ends at 7:00 a.m. Regular full-time and part-time employees that work a minimum of two hours of their shift within this period are eligible for shift differential.

Shift differentials are as follows:

Differential A = \$.50

Differential B = \$ 1.50

Differential C = \$ 3.00

PRN employees are not eligible for shift premiums.

ARTICLE 37

PAID TIME OFF (PTO)

The parties agree that the PTO policy that was implemented on April 7, 2013 shall remain in effect.

ARTICLE 38

SHORT TERM DISABILITY PLAN (STD)

The Hospital agrees to maintain the STD plan for the duration of this Agreement. However, changes and/or substitutions to the plan may be made, provided the Hospital: (a) affords the Union sixty (60) days' notice of such change; (b) agrees to bargain with the Union over the effects of such changes and/or substitutions; and (c) the change(s) and/or substitutions either

(1) apply prospectively (i.e., the current employees maintain the current benefit), or (2) do not result in a material and substantial decrease in the overall plan benefit.

ARTICLE 39

BEREAVEMENT LEAVE

In the event of a death in a regular full-time or regular part-time employee's immediately family, s/he may be allowed time off with pay of up to 3-eight-hour days or a maximum of 24 hours. For purposes of this policy, the "immediate family" shall be defined as an employee's parents or legal guardian, stepparent, brother, sister, current spouse, children, stepchildren, grandparents, grandchildren, current mother-in-law, and current father-in-law. An employee who is not eligible for paid bereavement leave may use available PTO time, or be given time off without pay for a death in the family on a case-by-case basis.

ARTICLE 40

JURY DUTY

Subject to the requirements set forth in this Article, the Hospital shall pay an eligible employee the base hourly rate for time spent in jury service that occurs during regularly scheduled workdays. The maximum jury duty allowance is 40 hours annually.

Employees should notify their manager or immediate supervisor promptly of receiving a jury summons. A copy of the jury summons should be given to the manager or supervisor. If an employee is dismissed early from jury service, the employee is expected to report back to work, or call in to his/her immediate supervisor for instructions.

Jury duty pay is not considered time worked for overtime purposes.

The employee may keep the jury duty compensation paid by the court.

Employees on leave of absence for any reason are not eligible to receive jury duty compensation from the Facility. Employees who have submitted notice of resignation or where separation from employment is imminent are not eligible to receive jury duty compensation from the Facility.

ARTICLE 41

HEALTH AND WELFARE BENEFITS

Section 1. Participation in Plans

During the life of this Agreement, and assuming the following plans continue in existence, the Hospital will continue to offer eligible Employees participation in the HCA Rewards Programs in which they currently participate (i.e., medical and wellness plan, dental plans, life and AD&D insurance, dependent life insurance, long-term disability plans, and flexible spending accounts for health care and child care), as well as the 401(k) Savings Plan, the HCA Employee Stock Purchase Plan, and the Core Plus plans (i.e., universal life insurance, vision care, legal benefits, and home, auto and pet insurance), to the same extent and on the same basis as participation in such plans is offered to all hourly non-represented employees at the Hospital.

Section 2. Termination or Amendment of Plans

A. During the life of this Agreement, the Hospital shall maintain health insurance coverage for its Employees. Notwithstanding the foregoing, the Hospital may amend or terminate any of the plans referred to in this Article subject to the conditions set forth in Section (B) below. No termination or amendment of a plan, nor any issues relating to administration or application of such plans, shall be subject to the grievance and arbitration provisions of this Agreement. If the Hospital intends to change a plan (which includes the elimination of the plan or substitution of another plan) in a way that will result in a substantial decrease to any particular plan for bargaining unit Employees, management will give the Union six (6) months advance notice and will, upon request, engage in effects bargaining with the Union for no more than sixty (60) days; the Hospital will seriously consider any recommendations the Union may choose to make with respect to the intended change, but may implement the change after the expiration of the six (6) months.

B. The Hospital shall maintain the actuarial value of the medical and wellness ERISA plan through December 31, 2015. Thereafter the Hospital shall not deviate more than two percent (2%) from the actuarial value of the medical and wellness ERISA plan in effect in 2015, unless there are exceptional circumstances. But, in no event shall the actuarial value of the medical and wellness ERISA plan offered to Employees be less than that offered to similarly situated non-represented hourly employees. If the Union contests the existence of exceptional circumstances, the matter shall be submitted to an arbitrator to determine whether such exceptional circumstances exist.

Section 3. Contribution Rates

The contribution rates paid by Employees for coverage under any of the plans referenced above shall be the same as the rates paid by similarly situated hourly non-bargaining unit employees of the Hospital. If any of the rates are increased or decreased for hourly non-bargaining unit employees during the life of this Agreement, they shall be increased or decreased automatically for bargaining unit employees at the same time and in the same manner and amount. Notwithstanding the foregoing, the Hospital shall maintain the current level of Employees' contributions in the aggregate to the Aggregate Costs of the premiums for the plans.

ARTICLE 42

HOLIDAYS

Section 1. Recognized Holidays

The following holidays are recognized by the Hospital:

New Years Day

Memorial Day

Independence Day (July 4)

Labor Day

Thanksgiving Day

Christmas Day

Section 2. Holiday Pay for Hours Worked

All full-time, part-time and PRN bargaining unit employees who are required by the Hospital to work on one of the above-referenced days shall be paid a Holiday Differential of \$2.00 per hour for hours worked between 11:00 p.m. the night preceding the Holiday and 11:00 p.m. the night of the Holiday. The employee, however, must work at least four (4) hours into the designated Holiday shift to be eligible for the Holiday Differential.

Holiday differential will be paid in combination with shift differential.

ARTICLE 43

COMPLETE AGREEMENT

It is acknowledged and agreed that in the course of negotiations preceding the execution of this Agreement, matters and issues of interest to the Union, the Employees and the Hospital pertaining to wages, hours and other terms and conditions of employment were

fully considered and negotiated, that each party was afforded the unrestricted right to pursue and discuss proposals pertaining to such matters, and that the understanding and agreements arrived at by the parties during the course of these negotiations are fully set forth in this Agreement. This Agreement constitutes the entire Agreement between the parties hereto and supersedes all previous agreements, commitments, or practices, whether oral or written, unless expressly stated to the contrary herein.

ARTICLE 44

SAVINGS CLAUSE

If any Article or part of an Article of this Agreement should be found invalid, unlawful or not enforceable by reasons of any existing or subsequently enacted legislation or by judicial authority, all other unaffected portions of this Agreement shall remain in full force and effect for the duration of the Agreement, and the parties will meet and negotiate in good faith to reach a revised agreement on the subject matter of the affected Article.

ARTICLE 45

DURATION

This Agreement shall be effective as of the date of ratification and shall continue in effect without change, addition, or amendment through May 31, 2017. This Agreement shall be automatically renewed and extended from year to year thereafter unless either party serves notice in writing on the other party at least ninety (90) days prior to the expiration of this Agreement, or any subsequent anniversary date of same if this Agreement is automatically renewed or extended in accordance with this Article, of its intention to terminate or amend this Agreement.

For Las Palmas Medical Center

For SEIU Healthcare Texas

By: _____

Elsa Caballero, President SEIU Texas

Its: _____

By: _____

Dennis Demaio, SEIU

Its: _____

By: _____

Its: _____

By: _____

Its: _____

By: _____

Its: _____

APPENDIX A

The Hospital will continue its existing policies and practices with respect to the following:

1. A minimum 20% cafeteria discount for all employees except for dietary employees; provided, that the Hospital will not change the discount without first giving the union at least 30 days notice and an opportunity to bargain effects.
2. Free meals for dietary employees.
3. Free meals on Thanksgiving and Christmas.
4. Service award program; provided that the Hospital may modify the way the program is administered from year to year.
5. Free employee parking.
6. Tuition reimbursement
7. Continuing education programs; provided that the number, content, and duration of programs each year may vary.

APPENDIX B – REPRESENTATION

Prior to exercising any of the access rights established by Article 4 - Representation, Section 2, each Union Representative must first contact the Hospital's Human Resources Director, or designee, in order to schedule an appointment to apply for and be issued a Hospital photo identification badge. While this is not a time consuming process (it typically takes an hour or less), this process must be completed at least one (1) day prior to the first day on which the Union Representative will be seeking access to the facility. This process consists of completing a form on which basic identification information is supplied (including providing a copy of Union identification), a confidentiality form is completed, a HIPAA form is completed, and the Representative receives a short health and safety orientation as appropriate. When complete, a Hospital photo identification badge will be generated for the Union Representative.

Once a photo identification badge has been issued for a Union Representative, that badge will be maintained by Hospital Security and will be stored at the Hospital's main Security desk, or at another location agreed upon by the Hospital and Union. Assuming compliance with all other requirements identified in Article 4, Section 2, when a Union Representative seeks to exercise access rights, he/she must report to the Hospital's main Security desk (or other agreed upon location) to check in, identify himself/herself, and

generally identify the areas of the Hospital to be visited. Once that identification process is complete, the Hospital will provide the Union Representative with his/her photo identification badge. The Union Representative must wear his/her Hospital issued photo identification badge at all times while in the Hospital. At the completion of this visit, the Union Representative must return to the security desk (or other agreed upon location) to check out and return the Hospital issued identification badge.

APPENDIX C – JOINT LABOR-MANAGEMENT COMMITTEE

Pursuant to a “Side Letter Regarding Future Health Benefit Plans,” a joint labor-management committee was created for the purpose of developing a health insurance option for bargaining unit members of SEIU local unions in Texas, Missouri, Kansas and Florida. The goal of the committee will be to develop an insurance option that would reduce substantially or eliminate altogether certain costs to Employees while maintaining the same or substantially the same cost of the insurance plan.

SEIU Healthcare Texas and the Hospital agree that the health insurance benefit modifications, if any, which result from the Side Letter shall be applied to the bargaining unit Employees of the Hospital. SEIU Healthcare Texas and the Hospital further agree to cooperate with the committee’s operations, to the extent relevant. However, nothing herein shall modify the terms of nor create any additional enforcement rights provided by the Side Letter.

APPENDIX D GRIEVANCE FORM

Name of Grievant(s)

Department and Facility

Job Classification

Immediate Supervisor

Address - Street or Avenue, Apt. #

City

State

Zip

Home Phone

Work Phone

Date of Event giving rise to grievance

Section(s) of the Contract Allegedly Violated: _____

Nature of Grievance:

Remedy Requested:

Signature of Grievant (employee or Union rep)

Date

Step 1 Submission to Human Resources Department:

Dated received by Human Resources

Signed (Human Resources)

APPENDIX E – SENIORITY

This Appendix sets forth the parties' agreement on vertical progressions per Article

21 (Seniority), Section 1(1):

CT Tech 1 Registries

CT Tech 2 Registries

Maintenance Mech I

Maintenance Mech II

MRI Tech 1 Registries

MRI Tech 2 Registries

Nuc Med Tech 1

Nuc Med Tech 2

Nutri Aide/Trayline Aide

Nutrition Aide II

Nutri Aide III/Cafe Aide

OR Tech I / OB Tech

OR Tech II

OR Tech III

Rad Tech Registered

Rad Tech II Registered

RCP I (CRTT)

RCP II (CRTT)

RCP III

Sonographer I

Sonographer II Regist

For the duration of this Agreement, Dietary employees that change from one Dietary bargaining unit job to another dietary Bargaining unit job within the same department and hospital shall also be able to maintain their unit seniority.

APPENDIX F

SIDE LETTER: LIMITED REOPENER FOR WAGES AND HEALTH INSURANCE BENEFITS

1. The Parties acknowledge the uncertainty regarding various portions of the Patient Protection and Affordable Care Act (ACA) and its implementing regulations. For example, the Parties recognize that the excise tax or “Cadillac” tax (Section 9001), which is imposed on the value of health insurance benefits that exceed thresholds established by Congress, is currently set to be effective beginning with the 2018 tax year. The Parties mutually acknowledge the possibility that ACA and/or the implementing regulations may be changed or repealed, including the excise tax. As a result, the Parties have agreed that the Hospital may request to reopen negotiations on the Wages and Health and Welfare Articles contained in this Agreement under the following circumstances.

a. The Hospital makes a good faith determination that it may be subject to penalties or excise tax liability in the future based upon the law and regulation applicable on September 30, 2015;

b. The request must be in writing and made no later than December 1, 2015 and bargaining must begin no later than March 15, 2016. The Parties intend to use the period between January 1, 2016 and March 14, 2016 to meet and confer and exchange information necessary to make negotiations as effective and expeditious as possible;

c. In the event that there is an issue regarding whether the Hospital has demonstrated that it will be subject to penalties or excise tax liability pursuant to ACA, the Union may seek expedited arbitration before the arbitrator the Parties have agreed upon to resolve LRA disputes. The Parties intend that the arbitrator’s authority shall be limited to a determination as to whether excise tax liability exists without regard to the amount of the liability.

2. If the Hospital does not make a timely request to reopen as set forth above, the remaining wage increases set forth in the Wages Article of this Agreement shall go into effect.

3. The previously bargained wage increase percentage set forth in the Wages Article shall not be reduced as a result of the re-opener negotiations.

4. Article 28 (No-Strike/No-Lockout) of the bargaining agreement shall not apply if an agreement is not achieved with regard to issues related to this Side Letter after a good faith effort to reach an agreement.

APPENDIX G

SIDE LETTER REGARDING ATTENDANCE

An Employee who is on call and is called in to work recognizes the goal for arrival at the hospital is within 30 minutes. However, based on the distance to their home, or other factors that might prevent them from reaching the 30-minute target, the employee will arrive at the facility as soon as possible but no later than 1 hour from the time the hospital contacts them, unless extreme mitigating circumstances make such arrival time unpractical. Contacting the on call employee is satisfied when the hospital calls the On Call Employee at the number the Hospital has on file per Article 26 subsection 4(C.3). An exception to the one-hour time limit will be made for Employees who live in Las Cruces or an equivalent distance from the hospital who will have a maximum of 90 minutes to arrive at the Hospital. (Agreed Oct. 30, 2012)

APPENDIX H

SIDE LETTER REGARDING ATTENDANCE

This side letter will memorialize an agreement reached on March 22, 2012, between Las Palmas Medical Center (“Hospital”) and Del Sol Medical Center and the SEIU Healthcare Texas (“Union”) on the issue of addendums to the attendance policy for both Hospitals.

The terms of the agreement are as follows:

1. In the event employees are interrupted during their lunch break to attend immediate patient care and do not punch back in or punch in late from their lunch will not be considered tardy as long as the employee informs their supervisor before the end of their shift.
2. Failing to Badge in when arriving to work will be considered a tardy and = ½ and occurrence, unless the employee immediately notifies their supervisor and inform them of the situation.
3. To clarify No Call/No Show policy, any employee who does not show up to work within the first hour of scheduled start time or does not call to notify supervisor within first hour will be considered no call no show, absent extenuating circumstances.

(Agreed March 23, 2012)