



Collective Bargaining Agreement

Between

Holy Cross Hospital

Taos, New Mexico

and

District 1199NM

Effective July 1, 2009

Through March 31, 2012

AGREEMENT

This Agreement is made and entered into between Taos Health Systems, Inc., d/b/a Holy Cross Hospital, hereinafter the Hospital; and the Professional Performance Association, and the Professional Performance Association Affiliates, affiliated with District 1199NM, National Union of Hospital and Health Care Employees, AFSCME AFL-CIO, hereinafter the Union, at Holy Cross Hospital, Taos, New Mexico.

PURPOSE

The purpose of this agreement is to:

- Maintain harmony, cooperation, and understanding between the management and the employees.
- To provide orderly collective bargaining relationship between the Hospital and the Union.
- To secure prompt and fair disposition of grievances without harassment.
- To assure the safe and efficient operation of the Hospital and uninterrupted service to its patients.

And through a productive constructive relationship between the management and employees, to provide and improve the quality of patient care and enhance the working conditions of the employees.

To this end, the Hospital and Union recognize that:

Employees and management agree that patient satisfaction is built and maintained through employee satisfaction and agree to contribute to each other's and each patient's sense of well-being and health through their actions and behaviors.

Employees and management will adhere to professional licensing standards, the professional code of ethics and adequate staffing for the term of this agreement.

The Hospital and Union recognize that they are partners in developing, negotiating, and implementing bargaining unit employee's wages, hours, and working conditions necessary to provide quality care to those we serve.

ARTICLE 1 RECOGNITION

The Management of Holy Cross Hospital, Taos, New Mexico recognizes the National Union of Hospital and Health Care Employees, District 1199NM, AFSCME, AFL-CIO as the exclusive bargaining agent for certain employees of the Hospital in those bargaining units described in the certification of representatives issued by the NLRB in Case 20-RC-3300, and in Case 28-RC-4097. Excluded from either bargaining unit are all supervisors, guards, payroll clerks, executive assistants, administrative assistants, nursing administration

secretaries, and all other employees in positions with access to confidential material as defined by the Act.

ARTICLE 2 TERMS OF AGREEMENT

Section A. – This agreement shall be effective from 12:01 am July 1, 2009, following Union membership ratification and subsequent Hospital CEO approval, to 12:00 Midnight, March 31, 2012.

This agreement shall be effective July 1, 2009 following receipt of notice of written ratification by the employees and THS Board of Trustees, as represented by the Hospital CEO, and shall remain in full force and effect until its expiration date on March 31, 2012.

On or before ninety (90) days prior to the expiration date either party hereto may notify the other party in writing of its desire to negotiate the terms and provisions of a successor agreement. Promptly following such notification and during such ninety (90) day period, the parties shall meet and engage in such negotiations.

If neither party hereto gives notice to the other party of its desire to negotiate a successor agreement prior to the expiration date of this agreement, as provided, this agreement will automatically be renewed for successive one (1) year terms thereafter.

Section B. – The Parties agree to reopen the contract in 2010 and 2011 limited only to Article 19 Salary including the wage schedule, Article 22 Insurance and Article 29 403B/Retirement Savings Plan.

Re-opener negotiations shall commence the second week of January, 2010 and the second week of January, 2011.

ARTICLE 3 SAVING CLAUSE

In the event that any portion of this Agreement is invalidated by a passage of legislation or a decision of a court of competent jurisdiction, such invalidation shall apply only to those portions so invalidated, and all remaining portions of this agreement not invalidated, shall remain in full force and effect. In the event any provision or provisions are declared to be in conflict with the law, both parties shall meet immediately for the purpose of renegotiating a provision so invalidated.

ARTICLE 4 MANAGEMENT RIGHTS

The parties to this Agreement hereby unequivocally recognize and declare that Management has the exclusive right to manage the Hospital and all its facilities

in accordance with its own policies and procedures. Management has the sole right to manage the Hospital. The only restrictions to Management's Rights to operate the Hospital are specifically detailed in this Labor Agreement. No other restriction will be recognized as a limitation to Management's right to direct the work force to operate the Hospital for the best possible service to the community.

A few of Management's Rights include the establishment of policies and procedures, establishing operation levels, and staffing requirements. Management has the exclusive right to create jobs, job descriptions, job function requirements, job performance standards, and to hire, terminate, lay-off, schedule, transfer, promote, suspend, discipline, the right to relieve employees from duty because of lack of work, the right to schedule operations, shifts, and all hours of work, the right to assign work and overtime hours, and the right to establish rules pertaining to the operations of the Hospital and permissible conduct of employees. Management retains the absolute right to close all or part of the Hospital or to sell, relocate, transfer work, or in any other way to dispose of or alter the facility and work performed therein.

Should the Hospital's Management fail to exercise any one of its particular rights to manage, it will not be considered that the right or rights are waived.

ARTICLE 5 MEMBERSHIP AND DUES CHECK-OFF

Section A. – The Hospital agrees that upon receipt of a “Check-Off Authorization Card” from an employee, the Hospital shall deduct from the wages of such employees regular biweekly dues in the amount certified by the Union.

Section B. – The Hospital will deduct from the pay of employees, the regular biweekly dues becoming due and payable in such month and all other standard deductions. Regular dues deducted by the Hospital shall be withheld from each paycheck in the calendar month in which dues are owing. The Hospital shall remit such biweekly dues together with a list of all employees from which dues have been deducted to the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO, if possible, not later than the 25th day of the calendar month in which such deductions are made. A copy of such a list shall be sent to the Treasurer of both PPA and PPAA.

The Union will immediately implement plans to work with Human Resources to reduce the amount of time Holy Cross Hospital spends on administering this article.

Section C. – The Hospital shall be relieved from making such “check-off” deductions upon: (1) termination of employment, (2) transfer out of the bargaining unit, (3) layoff from work, (4) if the employee submits a letter to Human Resources requesting their dues be stopped. Human Resources will

immediately notify a local Union officer who will receive a copy and sign off on the letter. If the employee wishes to continue their dues the Union must submit another authorization card.

Dues can only be stopped according to the dues deduction card, which is controlled by the Union, the card presently states; “that this assignment authorization and direction shall be irrevocable for the period of one (1) year or until the termination of such collective agreement between the Employer and the Union, whichever occurs sooner and I agree and direct this assignment, authorization and direction shall be automatically renewed and shall be irrevocable for successive period of one (1) year each or for the period of each succeeding applicable collective agreement between the Employer and the Union which shall be shorter, unless written notice is given by me to the Employer and the Union, etc.”

The Union agrees that at no time will it solicit or collect dues or fees of any kind on work time or Hospital premises.

It is specially agreed that the Hospital assumes no obligation, financial or otherwise, arising out of its application of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Hospital harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Hospital hereunder. The Union agrees that at no time can it file any grievance/arbitration or legal action against the Hospital for any provisions of this article. Any issues by either the Union or Management shall be addressed during Labor/Management meetings.

Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 6 NON-DISCRIMINATION

The Hospital and the Union agree that each will fully comply with all applicable laws and regulations regarding discrimination against an employee or applicant for employment because of such person’s race, age, religion, color, national origin, physical or mental disability, gender, sexual orientation, spousal affiliation, membership or non-membership in the Union.

ARTICLE 7 Hospital AND UNION COOPERATION

Section A. – The Hospital and Union agree to convene a Labor Management Committee on a monthly basis, or more often as agreed to by both sides to discuss operational and contract rule issues during the term of this agreement. The Union will have a core group of representatives consisting of no more than

six (6) employees three (3) representing the PPA and three (3) representing the PPAA. The core group will be paid by the Hospital for the time at the Labor Management meetings.

This committee is not an alternative to the grievance procedure. No article of the contract will be open for negotiations unless agreed by both parties.

Section B. – A list of all newly hired and terminated bargaining unit employees, employees transferring into or out of the bargaining unit and employees placed on leave of absence will be given monthly to the Chapter President, local Secretary/Treasurer, or their designee This list shall include name, address, date of hire, classification, and the area where the new employee is assigned.

Section C. – Copies of financial statements prepared in their normal course of business (audited and/or interim balance sheets, profit and loss statements, and changes in cash statements) will be provided to the Union monthly after the THS Board meeting Bank statements will be provided upon written requests.

The Union is authorized to have their accountant inspect the Hospital's books at reasonable times and on not less than seven (7) days prior written notice. Written notice shall be by certified return-receipt mail. The Hospital's books shall be defined as the audited and/or interim balance sheets, profit and loss statements, and changes in cash and bank statements. The Hospital's books shall be examined on, and shall not be removed from, the Hospital's premises.

Section D. – Employees further recognize, accept and approve full cooperation in assisting to provide staffing coverage when illness, PLT, Major Medical Leave, Bereavement Leave, Jury Duty, High Census, LOAs, Education Leave, or above average acuties require utilization of unscheduled employees.

Section E. – The Hospital and the Union recognize the importance of maintaining a safe and healthful workplace, free of recognized hazards. The Union shall be entitled to designate (1) member from among the bargaining unit employees of the Hospital to serve as a member of the Hospital's Safety Committee. The member designated by the Union will serve at the Union's pleasure.

Section F. – The Union will provide management at Holy Cross Hospital one (1) copy of the newly negotiated labor agreement free of charge. The Hospital can make their own copies from that one.

ARTICLE 8

JOB DESCRIPTIONS/DUTIES & RESPONSIBILITIES

Section A – A job description will be developed for all employees and will identify their primary duties and responsibilities. Job descriptions will be reviewed with employees on an annual basis and change will be made to

accurately reflect the workload and responsibilities of the employee. Any recognized change in working conditions affecting the employee(s), including change in job description or transfer to another department or facility, will be reviewed and discussed with the employee(s) and the union at Labor Management Meeting before the implementation.

If a job description is going to be discussed at a Labor/Management meeting extra time for the meeting will be given if needed.

SECTION B. – It is the employee’s obligation to perform these duties and responsibilities competently.

ARTICLE 9 UNION ACTIVITY, BULLETIN BOARD, VISITATION

Section A. – A non-employee Union Representative shall have access to the Hospital on a regular scheduled basis to confer with delegates, officers, members, and employees in connection with the administration of this agreement. The Union Representative will have access to employees during their break times in working areas. The Director of Human Resources or his/her designee shall be notified seventy-two (72) hours before the Union Representative (shall be given permission to) enters the Hospital on union business. Visitation shall not interfere with the performance of work by employees on duty. When it is necessary to visit a unit or department, visitation shall be conducted in non-patient areas on the employees break, in areas such as break rooms, or hallways off the unit with management’s approval.

Section B. – Delegates shall be permitted to use up to one (1) hour of work time per week for the investigation of each grievance but whenever possible, Union business should be done outside of working hours. Delegates may attend grievance meetings with management on work time. Delegates shall notify their department manager, or House supervisor or immediate supervisor, when they leave and return to their job. Only one (1) delegate shall participate in the processing of a grievance unless otherwise agreed to by the parties. Time off as permitted above, shall not be granted if it will interfere with the operation of the Hospital or optimum patient care. The Union shall notify the Hospital in writing of all authorized delegates.

Section C. – The work schedules of employees elected as Union delegates and officers shall be adjusted to permit attendance at regular delegate assembly meetings, delegate training sessions, and Union conventions, providing the Hospital operations shall not be impaired. Delegates and officers shall inform their supervisors six (6) weeks prior to the meeting, training session, or convention.

Section D. – One (1) bulletin board shall be in the Med/Surg conference room,

one (1) at each of the two (2) entrances where the time clocks are located, one (1) in the ER break room, one in the OR break room, and one in the off-site business office for use by the Union. The location and size of bulletin boards shall remain the same. For new areas the location and size of the bulletin boards must be mutually agreed upon by the Union and the Hospital, utilizing the Labor Management Committee.

Section E. – Union bulletin board notices shall be confined to internal Union business, including notices, announcements, and Union correspondence, and Union newsletters. The material posted on these bulletin boards will not include any partisan or political information, scurrilous or inflammatory material, nor will personal criticism of any person be allowed. The Union and the Director of Human Resources or his/her designee may remove any materials that do not comply with Section E of this article. The Union presidents shall be notified before any material is removed from the bulletin boards. Union officers/delegates shall be allowed to utilize Meditech to announce union meetings only.

Section F. – Solicitation and Distribution: Employees are prohibited from conducting any Union business, with the exception of grievance meetings as outlined in Section B of this article, during their regular work hours or the work hours of the employee with whom the business is being conducted. Employees are prohibited from conducting Union business in patient care areas (i.e. patient rooms, operating rooms, and places where patients receive treatment such as x-ray rooms and therapy areas.)

Section G. – Human Resources will provide a copy of the bargaining unit including FTE, pay, unit, and classification.

ARTICLE 10 STRIKES, STOPPAGES, AND LOCKOUTS

The Hospital agrees that so long as this Agreement is in effect there shall be no lockouts. Closing down or curtailing any operations for legitimate business or economic reasons shall not be construed as a lockout.

The Union, its officers, agents, representatives, members, and employees covered by this agreement agree that so long as this agreement is in effect they shall not in any way directly or indirectly authorize, assist, encourage, participate in, or sanction any strike, sit-down, cessations, stoppage, or interruption of work, picket line observance (including a picket line established by employees of another employer, whether or not such employees are represented by the Union or an affiliate of the Union), picketing, patrolling, boycott, or other interference with the operations of the Hospital or ratify, condone, or lend support to any such activities conducted away from the Hospital premises which are directed at other employers regarding issues not related to the Hospital business.

ARTICLE 11 PERSONNEL FILES

Any employee covered by this Agreement, at the convenience of the employee and the Director of Human Resources and Labor Relations or his/her designated representative, may examine any and all personnel records or files relating to his/her Hospital employment history twice annually. Such examination must take place during the regular office hours of the Human Resources Department (weekdays 8:00 am -5:00 pm) and on the employee's off time.

The Director of Human Resources and Labor Relations or his/her designated representative will provide photocopies of the employee's personnel file upon written request by the Hospital employee. Former and subsequent employer reference responses will not be supplied as noted above. The employee shall be provided with one (1) free copy per year, and will be charged ten cents (.10) per page for any additional copy. Any new documents will be supplied to the employee at their request free of charge. Copies will be furnished within twenty-four (24) hours or as time allows by the Director of Human Resources or his/her designee.

The Director of Human Resources or his/her designated representative will not release any information contained in the personnel records or files to a third party concerning any employee without prior written authorization from such employee unless required by law or in response from a subpoena. Employee will be notified immediately when any information from their personal file is about to be released.

ARTICLE 12 CLASSIFICATION OF EMPLOYEES

REGULAR FULL-TIME: Is normally scheduled to work eighty (80) hours or at least sixty-four (64) hours per two (2) week pay period. It is understood, however, that no guarantee of eighty (80) hours biweekly is made or implied. Employees recognize that scheduled hours of work are a result of expected workload. Regular full-time employees shall fulfill the requirement of their department in relation to FTE, schedules, days off, holidays, week-ends, etc.

REGULAR PART-TIME: Is normally scheduled to work at least thirty-two (32) hours per two (2) week period. Employees recognize that scheduled hours of work are a result of expected workload. Regular part-time employees shall fulfill the requirements of their department in relation to FTE, schedules, day off, holidays, weekends, etc. Regular part-time employees shall be eligible to receive benefits on a pro-rated basis unless stated otherwise in this Agreement.

TEMPORARY EMPLOYEE: Is scheduled either full-time or part-time for a specific period of time, normally not to exceed ninety (90) days, or for the duration of a specific project or assignment.

PER DIEM EMPLOYEE: Is not regularly scheduled and is not guaranteed hours but is available to provide coverage for those shifts which require additional employees because of shortage of existing regular staff.

- Per Diem employee may be scheduled if a need for per diem coverage is identified in advance and the per diem employee agrees to work the scheduled shift. Per Diem employees may be required to work a minimum of two (2) nights or (1) weekend per month and one (1) holiday per year.
- Per Diem employees shall not be entitled to any fringe benefits, raises, or compensation set forth in this Agreement except applicable differentials and overtime pay.
- Per Diem employees shall not accrue seniority. Should a regular employee find it necessary to work per Diem, she/he shall have her/his seniority bridged upon returning to regular status provided she/he returns to full time or part time status.
- The hourly rate for a Per diem employee is base rate plus three percent (3%) experience credit up to thirteen (13) years for licensed and certified job titles, ten (10) years for clinical non-licensed job titles, five (5) years for clerical job titles, and three (3) years for all other job titles credited up to the maximum of nine percent (9%), fifteen percent (15%), thirty percent (30%), and thirty-nine percent (39%) respectively plus seventeen and a half percent (17.5%).
- Per Diem employees must cash in all existing PLT, subject to Administrative approval, when converting to PD status (to be paid at rate prior to PD conversion). Major Medical will be forfeited if changed to per Diem status was at employee's request. Employees who are involuntarily changed to per diem shall be allowed to bank their Major Medical should they return to regular status.
- Per Diems may change from PD status to regular employees by reverse wage adjustment to the wage rate they would have been receiving had they not converted to per diem. The decision to convert to and convert from a PD status will be at the option of the employee with administrative approval.
- Per Diem employees will be given on-call/low census days first unless a per diem employee accepts a temporary position when the per diem employee would share the on-call/low census with regular employees on an equally rotated basis.

- Per Diem employees must have at least one (1) year current experience in the position hired for in order to qualify for per diem status, unless otherwise approved by the Department Manager.
- Per Diem employees who have been contacted and have chosen not to work a minimum of 24 hours in a three (3) month period will be contacted regarding a decision concerning continued employment.

MINIMUM BENEFIT EMPLOYEES, hereinafter referred to as MBEs will accrue and maintain seniority in the same manner as a regular employee.

- MBEs will receive annual raises as regular employees.
- MBEs will be assigned an FTE and be regularly scheduled.
- MBEs may change from MBE status to a regular employee by dividing the employee's wage at the time of the request by one hundred percent (100%) plus the additional percentage paid (11%, 13.25%, 15.75%) for being an MBE. An employee may request to convert to and from MBE status with administrative approval.
- MBEs will not earn PLT, health insurance, or MM leave.
- MBEs shall be paid an hourly rate based on the following:
- The MBEs wage rate will be adjusted to years of experience to determine the appropriate age plus an additional amount as outlined in B below.
- The additional amount paid to MBEs shall be determined by their length of service (life hours) at Holy Cross: 0 hours to 9,984 hours = 11%; 9,985 hours to 19,969 hours = 13.25%; 19,970 hours or more = 15.75%.
- A regular employee converting to MBE status will remain at their current wage plus the additional percentage outlined in B above based on length of service at Holy Cross.
- MBE employees are not entitled to any fringe benefits or compensation except all applicable differentials, premium pay, and overtime pay and participation in the retirement/403B plan. MBE employees are eligible for the CAP program.
- MBEs must cash in all existing PLT, subject to Management approval based on financial position of the Hospital, when converting to MBE status (to be paid at the rate prior to MBE conversion). If an employee

is forced to change to MBE, Major Medical benefits will be banked and returned to the employee if they choose to convert back to regular employee status. Major Medical benefits will be forfeited if change to MBE status was at the employee's request.

ARTICLE 13 PERFORMANCE APPRAISALS

See Memorandum of Understanding Included in this Agreement

Section A. – Each employee's performance shall be appraised in writing by the department head at the end of ninety (90) days of employment, and thereafter, at least annually. If an employee's performance is unsatisfactory it shall be brought to their attention during the probationary period (preferably at the half way mark) of their employment so they may have time to improve their performance. The performance appraisal shall be based on requirements stated in the job description for the position.

Section B. – Each employee shall be required to sign and date the performance appraisal. Signing of the document does not indicate agreement with its content. Employees shall be informed by their Department Manager that they may submit a written rebuttal within seven (7) days for inclusion in their personnel file with the performance appraisal. Failure to submit a timely rebuttal will forfeit the employees' right to submit a rebuttal.

Section C. – All parts of the performance appraisal, including rebuttal, are to be made in duplicate. One (1) copy shall be given to the employee being appraised, the other shall be filed in the employee's personnel records.

Section D. – An employee receiving an unsatisfactory appraisal shall be given up to ninety (90) days to improve. After that period, another performance appraisal shall be prepared and presented to the employee. If failure to correct the deficiencies noted in the unsatisfactory performance appraisal is documented by the Department Manager, the employee may be subject to progressive disciplinary action up to and including discharge.

Section E. – If an employee receives a performance appraisal that she/he feels is unsatisfactory; in addition to rebuttal, the employee may use the grievance procedure.

ARTICLE 14 SENIORITY

The Hospital Management shall maintain two (2) seniority lists (bargaining unit seniority and department seniority). Updated seniority lists will be furnished to the Union with notice of reduction in work force or reduction in hours.

Bargaining unit seniority is defined as the length of time an employee has been employed in either or both bargaining units from the original or adjusted date of hire.

Department seniority shall be defined as the length of time an employee has worked continuously in a specific department from the original or adjusted date of hire.

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

Employees shall continue to accrue seniority while on paid leave.

Employees on an authorized unpaid leave of absence will stop accruing seniority for the length of the unpaid LOA. Seniority will be bridged upon returning to work.

Department seniority shall prevail in shift preference and job openings within a department where competency, performance, and skill are judged equal by management.

Reduction in force (RIF) employees will bridge seniority for up to one (1) year, or the length of their accrued seniority at the time of the RIF, whichever is less.

Per Diem employees shall not accrue seniority. A regular employee who changes to per diem status shall have her/his seniority bridged upon return to regular status. Minimum Benefit Employees (MBE) shall accrue and maintain seniority in the same manner as regular employees.

Bargaining unit and department seniority shall prevail in reduction in force or hours, recalls, and determination of eligibility for all benefits where length of service is a factor. Loss of seniority shall occur for the following reasons:

- Voluntary termination
- Dismissal for involuntary termination
- Exceeding an official leave of absence, as provided in the Agreement.
- The employee fails to accept an offer of recall from layoff within forty-eight (48) hours of receipt of such offer. Management shall send notice to the employee to return to work by certified/return receipt requested mail, or telegram to the last address furnished to the Hospital by the employee. It shall be the employee's responsibility to provide Management with an up-to-date address. Unless Management receives

the response to the notice to return to work within seven (7) working days (M-F) of the mailing or telegram, the employee shall be deemed to have rejected the offer; or

- Fails to return to work within fourteen (14) days of having accepted Management's offer to return to work.
- Is laid off for a period of one (1) year or a period exceeding the length of the employee's accumulated seniority, whichever is less.
- In cases where the Hospital employee is injured on the job or given an approved LOA by Management, an employee's accrued seniority and earned benefits shall not be lost, and seniority shall continue to accrue for a period of one (1) year or the length of the employee's accumulated seniority, whichever is less.
- Employees who upgrade qualifications (i.e. LPN to GN) shall have preference over new hires for openings in their respective department. Such an employee should be credited with their entire continuous department service for purposes of seniority. Employees changing their job classification while remaining in the same department shall not lose department seniority.

ARTICLE 15 PROBATIONARY PERIOD

Section A. – The first ninety days (90) days of any employee's tenure shall be considered probationary. Each newly hired employee shall be evaluated by Management at the end of the ninety (90) day probationary period.

Section B. – The probationary period may be extended at the discretion of Management an additional forty-five (45) days provided that a professional growth plan is developed with the employee.

Section C. – Probationary employees may be terminated without notice during the probationary period for any reason, with or without cause. Such termination may not be reviewed or challenged through the grievance procedure. There is no obligation for severance pay by the Hospital or a requirement for two (2) weeks notice by either the probationary employee or the Hospital.

Section D. – Former employees who are rehired are subject to the probationary period.

Section E. – Probationary employees shall accrue and earn benefits only in accordance with the terms of the specific benefit plan.

ARTICLE 16 STAFFING

Section A. – Hospital Management has an obligation to insure that the staffing resources within each department are sufficient to render patient care and carry out ongoing organizational operations safely, effectively, and efficiently.

Section B. – If a temporary short term need for scheduled coverage is identified in advance and an employee agrees to work the scheduled shifts, the employee will be scheduled.

Once a long-term shortage is identified by Management generally, sixteen (16) weeks or more, such shortage will be dealt with by:

- Allowing regular staff to increase their FTE, or
- Posting the positions, or
- Hiring new employees

Section C. – If Hospital Management identifies a need to fill shifts, those shifts will be posted for a five (5) day period so that qualified Holy Cross Hospital employees can sign up for those shift prior to the Hospital seeking agency coverage. Should more than one (1) qualified employee sign up for the same shift(s), the shift(s) will be assigned based on department seniority with preference given to non per-diem employees. Compensation for covering a shift shall be paid with all applicable differentials plus incentive pay at the rate of point five (0.5) hours per every hour worked. If an employee who volunteers for such shift(s) is unable to work the scheduled shifts during the pay period, the incentive pay compensation shall be void.

Section D. – In situations where all staffing resources have been exhausted, the House Supervisor/Department Manager may offer Bonus Pay to employees who agree to work an extra shift on short notice with approval of the Administrator on call.

In the event that staffing is not adequate to provide safe and effective care the House Supervisor/Shift Manager will implement the contingency plan. Any proposed changes in the contingency plan will be addressed at labor/management.

Section E. – Designated administrative and/or management support shall be available for consultation with the staff in emergency or crisis situations.

Section F. – In departments where employees are required to work on holidays or weekends, efforts will be made to rotate such work equitably among all

employees. This provision may be waived in writing by the affected employees.

ARTICLE 17

REDUCTION IN FORCE/REDUCTION IN HOURS

Section A. – A reduction in force (RIF) is defined as a separation from the Hospital for non-disciplinary reasons. An RIH is defined as a decrease in FTE. Unless otherwise agreed by the parties in writing, any temporary reduction in hours beyond a twelve (12) week period shall be accomplished by a reduction in force, unless to do so would impair the minimum adequate staffing of the department or unit. Hospital Management may also impose a permanent reduction in hours. If a permanent reduction in hours is implemented, the employee's FTE shall be changed.

Section B. – The Union and the employee shall be given notice of a pending RIF at least fifteen (15) days before the effective date. Severance pay may be given to the employee in lieu of notice to the employee and the Union.

Section C. – A RIF will be made by job title and department by reverse order of bargaining unit seniority. All RIH will be made by job title and department or unit by reverse order of bargaining unit seniority. In order to be retained in a RIF the senior employee must be qualified to perform the duties of specific positions which become vacant as a result of the RIF. Employees who have the least bargaining unit seniority in the department shall, seniority permitting, be returned to the previous department worked.

Temporary and probationary employees in the affected job titles shall be laid off first. Regular full-time and regular part-time employees shall be considered in a single group for purposes of RIF/RIH provisions of Section D. Regular employees who are RIF's shall have the right to replace per diems in the same job title.

Section D. – If a regular part-time employee has greater bargaining unit seniority than a regular full-time employee in the same job title who is to be laid off, the part-time employee must be willing to accept full-time employment to continue working.

Section E. – Should an employee be terminated from the vacancy as a probationary employee, she/he will be considered as having been laid off for the original position.

Section F. – Employees who have been displaced due to any RIF/RIH shall have the right to bump the employee with the least bargaining unit seniority in the same job title. The bumping employee must be qualified for the job and must be capable of performing the requirements of the position at a competent level.

Section G. – Recall from RIF will be made by job title, and department or unit in accordance with bargaining unit seniority in reverse order of RIF. Employees shall maintain right of recall for a period equal to their accumulated seniority or one (1) year, whichever is less. During a period of time when employees are in RIF status, the Hospital Management will not hire into a specific position when there are RIF employees who are qualified, unless the employees have been offered and refused the available work. Restoration of hours resulting from a RIF will be made by job title and department in accordance with bargaining unit seniority in reverse order of the RIF.

Section H. – A regular part-time employee shall have recall rights to a regular full-time position only if she/he is willing to work the required full-time scheduled hours.

Section I. – RIH employees will be responsible for making themselves aware of hours available (through postings) and informing the Human Resources Department of their desire to apply for those hours.

ARTICLE 18 ORIENTATION

Section A.– General Hospital orientation will be provided to all Hospital employees. All employees including students will commence departmental orientation upon employment and or training. All preceptors will be training no more than one (1) orientee on any on shift.

Agency/Travelers shall receive orientation from management or the education department.

A representative of the union will be permitted to attend new employee orientation and will be allowed to make a fifteen (15) minute presentation and distribute a union information packet.

Section B. – Orientation to new areas, job titles, or specialties will be sufficient to assure effective performance, based upon objective criteria developed from their job description by Management. Prior to the start of orientation, a written copy of an orientation checklist and job description will be reviewed and presented to the employees. If an employee does not feel she/he have been sufficiently trained in any area in the orientation checklist. Then the employee or the preceptor will not be required to sign off in that area, but it is understood that this does not automatically extend the employee's orientation.

Orientation is provided for a minimum of the first two (2) weeks unless the employee signs an orientation checklist prior to the end of the two (2) weeks and it is approved by Management. Employees will complete and sign an orientation checklist, which will be placed in the employee's personnel file.

Section C. – Prior to completion of any orientation period set forth in this section, or program developed hereunder, employees covered by this Agreement shall not be left unsupervised while on duty.

Section D. – Should an employee covered by this Agreement develop needed competence in working in an area and demonstrate the required competency before expiration of any orientation period, the employee and Management may jointly waive the orientation and the supervision requirement of this section.

ARTICLE 19 SALARY

Section A. – Every job title shall be allocated an entry and a maximum salary as appropriate.

All employees will be required to have direct deposit of their paychecks to a banking institution of their choice effective August 1, 2008.

Employees may not receive a pay raise which establishes their salary higher than the maximum salary for their position as per Appendix A except as outlined in Sec. D-1.

Should the Hospital determine that due to market conditions and the need to recruit qualified staff it is necessary to increase the entry rate for a particular job title (as shown in Appendix A) or for a particular shift(s) within such job title(s), it may do so, provided the Hospital serves written notice to the Union and offers to meet and negotiate concerning its proposal. If, at the end of fourteen (14) days following notification to the Union the parties have not been able to agree upon wage rates, the Hospital may implement its proposal. Any such increases shall be granted to all employees in the affected job title(s) (as shown in Appendix A), or in the affected shift(s) within such job title.

In the event that bargaining unit employees are assigned to newly created or newly added bargaining unit job titles during the term of this Agreement, the salary range for such job titles shall be negotiated by the Union and the Hospital.

When employees work in a higher paid job title they shall be paid only for all actual time worked at the higher paid job title.

Section B. – Experience Credit-Employees will be credited for their experience up to thirteen (13) years for licensed and certified job titles, ten (10) years for clinical non-licensed job titles, five (5) years for clerical job titles, and three (3) years for all other job titles. The starting wage will be calculated as the entry rate plus three percent (3%) for each year credited up to the maximum of nine percent (9%), fifteen percent (15%), thirty percent (30%), and thirty-nine percent (39%) respectively not to exceed the maximum base rate established in Appendix A.

The Hospital and the Union agree that the intent of this section is that no new employee shall be hired at a salary higher than any current employee in the same job title with equal experience and certifications (excludes Per Diem and MBE). Each employee is responsible for providing proof of experience which may be verified by the Director of Human Resources prior to credit being granted. Experience must be pertinent to the position for employment. The Hospital shall inform the employee of credit assigned for such prior work experience and shall include her/his salary and increment level. The employee shall be informed prior to commencement of employment.

Section C. – Should an employee complete an educational program which results in an appointment to another directly related job title within a department, her/his starting wage will be calculated as the entry rate of the new job title plus one and a half percent (1-½%) for each year of experience in the prior related job title up to the maximum base rate as outlined in Appendix A. Adjustments will be effective the first full pay period following receipt by the Human Resources Department of written notice of the basis for such adjustment.

Section D. Salary Adjustments – All regular and MBE employees (excludes per diem) will receive a two percent (2%) increase or .30/hour which is ever greater on their base hourly wage and not to exceed the maximum, effective the first full pay period in July, 2009.

Employees who are at the maximum of their pay range will receive a lump sum payment equal to 2% or .30/hr which is ever greater.

ARTICLE 20 POSTING/TRANSFERS

Section A. – If a bargaining unit position is or will be open, Management shall post a notice on bulletin boards and the Meditech Bulletin Board for a period of not less than five (5) days. The notice shall include a description of the position including the department, shift, number of hours, and necessary qualifications to fill the position.

Section B. – Where vacancies occur within the Hospital, the vacancy shall be filled first, by the applicant with the greatest department seniority, where competency, performance and skill for the specific position posted, are equal. If there are no qualified applicants from within the department, the vacancy shall be filled by the applicant with the greatest bargaining unit seniority where competency, performance, and skill for the position posted are equal.

All employees who apply in writing for a position for which they meet the qualifications as outlined in the job description will receive an interview and written notification of their acceptance or non-acceptance of the position. If the employee is not accepted for the position, a conference with the Department

Manager may be requested to outline necessary steps for the employee to meet standards of future positions.

Section C. – An employee shall be considered for a transfer after she/he has worked in her/his present position for a period of one (1) year unless otherwise approved by both department managers. An employee who is promoted shall be given a three percent (3%) raise or be paid the base rate of the new title, whichever is greater. If an employee is transferred involuntarily, the employee shall receive the rate of pay applicable to the job title based on bargaining unit seniority. If the job is eliminated within ninety (90) days after transfer, the employee has the right to bump the least senior employee in her/his previous job title. An employee choosing to exercise her/his right to bump the least senior employee must do so within three (3) days of receiving notice that her/his job is eliminated. If an employee voluntarily transfers to a lower paid job title, the employee will be placed at the appropriate wage for that job title based on bargaining unit seniority.

ARTICLE 21 PAY BENEFITS

Section A. Holiday Pay – The Hospital recognizes the following national holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

Memorial Day, Independence Day, Labor Day, and Thanksgiving shall be observed from 11:00 pm on the preceding night and ends after 11:00 pm on the Holiday.

Christmas Day shall be observed from 3:00 pm on Christmas Eve and end after 11:00 pm on Christmas Day.

New Year’s holiday pay will begin at 3:00 pm on New Year’s Eve and end at 11:00 pm on New Year’s Day.

Because it is necessary to staff the Hospital around the clock every day of the year, it may be necessary for an employee to work a holiday. All employees who are scheduled to work on a holiday shall receive double pay equal to two (2) times their normal rate of pay for all hours worked. On a holiday pay period, if the employee works greater than forty (40) hours, she/he will be paid for all overtime worked as well as the holiday pay. On call pay will be at one and a half (1 ½) times the normal call pay rate.

In departments where employees are required to work on holidays or weekends efforts will be made to rotate such work equitably among all employees.

Section B. – Shift Differential

Definitions:

Day Shift: Any shift beginning at or after 0700 and ending before 1530.

Evening Shift: Any shift beginning at or after 1500 and ending before 2330.

Night Shift: Any shift beginning at or after 2300 and ending before 0730.

Evening Shift differential will be paid at 7% of base or a minimum of one dollar and twenty cents (\$1.20) per hour

Night Shift differential will be paid at 17% of base or a minimum of two dollars and eighty cents (\$2.80) per hour.

Employees who work regular eight (8) hour shifts including hours in two (2) shifts, will be paid at the differential in which the bulk of the hours fall. Employees who work extended shifts which include four (4) or more hours for which a shift differential applies will be paid the applicable differential for hours in each shift. For employees who work an extended shift two (2) consecutive eight (8) hour shifts the applicable differential for each shift will be paid.

Section C. Weekend Differential Pay – Employees working weekends will receive a differential for every hour worked in addition to all other applicable differentials. For all employees working twelve (12) hour shifts a weekend is defined as Friday 1900 (7:00 pm) through Sunday 1900 (7:00 pm). Weekend differential is paid at two dollars (\$2.00) per hour

Section D. On-Call Pay – Employees will receive additional compensation of three (\$3.00) per hour for each hour on-call. On-Call Pay does not apply during hours worked. If an employee is called back to work during any on-call period, the rate of pay will be at the shift differential worked, and be paid at one and one half (1 ½) the employee's base hourly rate. A minimum of two (2) hours at time and one half (1-½) straight time rate will be paid if called back to work. On-call employees shall be available to the Hospital within thirty (30) minutes of being called.

Section E. Premium Pay – If an employee agrees to work with less than twelve (12) hours of notice, she/he shall receive a quarter hour (1/4) of pay per each full hour worked up to two (2) hours maximum, in addition to the other pay to which she/he is entitled.

Section F. Charge Shift Differential – Registered staff nurses required to work as Charge Nurses shall receive one dollar and fifty cents (\$1.50) per hour for day shift, two dollars (\$2.00) per hour for evening shifts, and three dollars (\$3.00) per hour for night shift.

Nurses working as House Supervisors shall receive three dollars (\$3.00) per hour for day shift, three dollars and fifty cents (\$3.50) per hour for evening shifts, and four dollars and fifty cents (\$4.50) per hour for night shifts.

Only registered nurses in the bargaining unit maybe designated to perform charge nurse duty; provided, however, this provision may not be interpreted as a restriction or limitation on the right of management to perform the charge nurse function through managers and supervisors when management deems it unnecessary to designate a registered nurse to perform charge nurse duty or as a limitation on the performance of charge nurse duties or responsibility by managers or supervisor.

Section G. Overtime – Overtime shall be paid for hours worked in excess of eight (8) hours on an eight (8) hour shift, for hours in excess of regularly scheduled hours on all shifts in excess of eight (8) hours and for all hours worked in excess of forty (40) hours a work week. The overtime rate shall be calculated at time and one-half (1-½) the regular straight time rate of pay, including any shift differentials applicable to the overtime hours worked.

Employees that execute a waiver will only receive overtime pay for time worked in excess of eighty (80) hours in that fourteen (14) day period. However, employees will receive overtime for any overtime worked in excess of their scheduled shifts.

Hours paid for but not worked shall not be considered in computing overtime. Unless otherwise expressly provided in this Agreement, overtime, and bonus, pay shall not be pyramided, compounded, or paid twice for the same hours worked. Overtime will only be worked if authorized by a supervisor, manager or their designee.

Required meetings shall be considered hours worked for overtime purposes. Required education shall count toward the employees FTE.

Overtime must be approved by the Department Manager or her/his designee. If any employee works during her/his meal break because of workload, she/he must have written approval from the Department Manager.

Overtime shall be offered to employees by seniority on a rotating basis.

Section H. Weekend Work – Time and one half (1-½) is paid if an employee is required to work more than two (2) consecutive weekends, unless the employee has been specifically hired to work weekends or has requested the scheduled weekend in writing. On the third (3rd) consecutive weekend and on each weekend thereafter, time and one half will be paid for all weekend hours worked until she/he receives a weekend off. At times, employees may be unintentionally scheduled for more than two (2) consecutive weekends; if an employee is so scheduled, she/

he must notify the department manager at least seventy two (72) hours prior to the third (3rd) consecutive weekend so that rescheduling may be attempted.

Every effort will be made by the Hospital to schedule employees off every other weekend.

Section I. Two (2) Hour Minimum Pay – Employees who report to work and are given low census day or on-call will be paid two (2) hours of the employee's base wage. To be eligible for these payment employees shall be available for communication with the Hospital for the period of time commencing two (2) hours prior to the start of the shift and ending thirty (30) minutes prior to the start of the shift. Two (2) attempts to contact the employee at home or other phone number constitutes notification.

Section J. Preceptor Differential – All employees orienting students or employees new to the Hospital or employees transferred to a new job classification, department, or job title shall receive fifty cents (\$.50) per hour differential while they serve as preceptors.

Section K. Nurse Mentor Program and Differential Pay – The Nurse Mentor/ Training program is designed for the new graduate nurses who will be paired with a primary nurse mentor/trainer and/or a secondary mentor/trainer if necessary. Implementation of the New Grad Mentor Differential of \$1.00 per hour for qualified nursing staff who volunteer to mentor new graduates. Will not be paid in conjunction with the Preceptor Pay.

Section L. Certification Differential – Employees who are not eligible for the CAP, and are currently certified with ACLS, PALS, AWHONN-NCC, CCRN, CNOR, TNCC, Neonatal Res., LPN IV, Mammo, CT, MRI, or Phlebotomist, or other certification approved by the Hospital will receive a twenty five cent (\$.25) per hour differential to a maximum of one dollar (\$1.00) per hour.

Section M. CAP Program – The current CAP Program shall remain in place. Salary adjustments awarded based on the clinical advancement program will be added to the employee's hourly rate without regard to the maximums as outline in Appendix A. Bilingual certification and cross training to other departments will be the CAP Program. The Bilingual certification program will be developed by Labor/Management and the Education Department. Minimum Benefit Employees are eligible for the CAP Program.

Section N. Specialty Differential – A specialty differential of one dollar (\$1.00) per hour will be paid to all RNs and LPNs working the day or evening shifts in the ICU, OB, ER and OR Departments.

A specialty differential of fifty cents (\$.50) per hour will be paid to all Scrub

Techs, Tech IIs, Tech IIIs, and OB Techs working the day shift and evening shift in ICU, OB, ER and OR Departments.

A specialty differential of two dollars (\$2.00) per hour will be paid all RNs and LPN's working the night shift in the ICU, OB, ER and OR Departments.

A specialty differential of one dollar (\$1.00) per hour will be paid to all Scrub Techs, Tech IIs, Tech IIIs, and OB Techs working the night shift in the ICU, OB, ER and OR Departments.

Team Leader Differential – One dollar (\$1.00) per hour will be paid to an RN who is assigned to this role in ICU/PCU, Emergency, and Med/Surg Departments. This amount will be paid in addition to any specialty differentials the RN is qualified to receive.

Section O. Floating Differential – Employee floated to another area will receive their current pay rate plus current differentials. Volunteers will be asked to float first and if there are no volunteers then floating will be rotated equitably among all employees in the department.

ARTICLE 22 INSURANCE

Section A. Health Insurance – The Hospital agrees to maintain for the life of this agreement its current group health program or one (1) that is substantially equivalent provided the Hospital can find a re-insurer at a reasonable fee at the same contribution levels as one currently in effect. The Hospital reserves the right to change administrators of the health care program, life/disability and dental insurance plans, or to purchase coverage for another carrier.

Premiums

Full-time employees shall contribute 20 % for single & 25 % for family coverage; part-time employees shall contribute 36 % for a single plan and 51% for a family plan. Should the premium increase more than 10% for each year of the contract the increase over 10% shall not be passed on to the employees.

Section B. Life Insurance/Death & Dismemberment – The Hospital provides and pays for a group life insurance, dependent life insurance, and death and dismemberment insurance. The Hospital agrees to provide for the life of this Agreement the same or comparable employee and dependent life/death and dismemberment insurance policy currently being provided to HCH for all employees scheduled to work thirty-two (32) hours or more a week. These insurances become effective on the first day of the month following sixty (60) days of employment.

Section C. Long Term Disability – The Hospital provides and pays for long-

term disability insurance for all employees scheduled to work thirty-two (32) hours or more a week.

Dental Insurance– All eligible employees may participate in the-Hospital’s group dental insurance program by paying the full premium required. Dental insurance premiums are paid for by the employee through payroll deductions. This deduction is made bi-weekly.

Worker’s Compensation Insurance – To the extent required by law all employees are covered by worker’s compensation for illness caused by and in the course of employment or for injuries sustained while on duty. The employee does not contribute out of wages for this coverage.

All work-related illness, accidents, or injuries which occur while on duty, even though slight, must be reported within forty-eight (48) hours to the Department Manager or House Supervisor. The employee and Department Manager or designee must prepare a report of incident. Incident reports should be filed within forty-eight (48) hours of the incident. If it is determined by the Administrator and Physician that illness or injury is a “line-of-duty” incident, copies of the report of injury are forwarded to the insurance company by Administration to determine eligibility for worker’s compensation.

To determine the exact amount of the employee’s benefit, the employee should contact the Director of Human Resources. Eligible employees may elect to use accrued benefit hours to supplement their worker’s compensation benefit payment up to, but not to exceed, one hundred percent (100%) of average weekly earnings.

Section F. Professional Liability Insurance – For the life of this agreement the Hospital shall maintain its current or equivalent insurance coverage for professional liability of individual Hospital employees, while acting within the scope of their duties.

Section G. Employee Discount – Uninsured employees will be given a fifty percent (50%) discount if the account is paid within seventy-five (75) days.

Section H. Vision Coverage – All eligible employees may participate in the Hospital’s group vision coverage insurance program by paying the full premium required. Vision insurance premiums are paid for by the employee through payroll deductions. This deduction is made biweekly.

Section I. 125 Plan – The Hospital will make available to all employees who wish to participate in flexible spending accounts. The Flexible Spending Accounts program is designed to allow employees to contribute tax-free dollars to individual accounts which can be used for qualifying health care reimbursements. Federal law allows for a wide use of these funds. Employees who voluntarily

participate in the plan shall contribute \$1.75 per pay period for the administration of the plan.

ARTICLE 23 PERSONAL LEAVE TIME

Section A. Personal Leave Time (PLT) – is provided by the Hospital to give employees the opportunity to rest and relax away from the work environment. PLT is also used to enjoy holidays off as scheduling permits and to pay time off for illness of the employee or the employee’s immediate family.

Requests for a vacation period (use of more than three (3) consecutive days of PLT) must be submitted in writing to the Department Manager thirty (30) days in advance so that each department’s schedule of staffing needs may be adequately met. Department Managers will respond to employee’s request as soon as possible, but at a minimum of four (4) weeks before scheduled time off. Once scheduled, such vacation period shall be changed only in extreme emergency situations relating to patient care.

PLT requests will be honored by date of receipt. Where two (2) requests are received on the same date, Hospital seniority will prevail.

PLT is earned by regular employees based on actual hours worked. The rate is based on the length of service (life hours).

Errors in calculation or accumulation of PLT must be reported to Administration. The Hospital will not correct any errors reported more than six (6) months after they occur.

Section B. Utilization Requirement – Each year the employee must utilize at least half (1/2) of the PLT earned that calendar year. Employees will not lose their PLT (excess of three hundred and fifty (350) hours) if they make a timely request for PLT but the Hospital is unable to accommodate the request. Employees will be permitted to take at least two (2) consecutive weeks of PLT each year with Department Manager approval. PLT requests must be approved in advance by the employee’s Department Manager or appropriate management staff member.

PLT may be used to compensate for a reduction in hours.

PLT may not be used to increase hours of pay beyond the employee’s percentage of appointment (authorized hours) excluding overtime. PLT will be used to supplement an employee’s hours up to the employee’s FTE or for any missed shifts. If an employee works any part of their shift, they are not required to use any PLT for that shift.

Employees may elect not to use PLT for Low Census days.

Shifts given to another employee: It is not mandatory to use PLT for shifts given to another employee so long as the shift covered does not cost the Hospital additional money and is approved by management.

To be eligible for payment, PLT hours must be recorded on the employee's time card/time sheet. It is the employee's responsibility to record PLT hours requested on the time card/time sheet.

PLT will be paid at the employee's regular straight-time rate of pay. Regular rate of pay excludes premium pay and differential pay, etc., for all purposes in this Agreement. While an employee will accrue PLT during the first six (6) months of employment, she/he has not earned the PLT until after the first six (6) months of employment and may not take PLT during this time.

The maximum amount of PLT which can be earned is based on a 1.0 FTE, (2080 hours). When the maximum (350) hours or (43.75) days) is reached in any one (1) calendar year, no further PLT is earned.

The maximum amount of PLT that can be banked is three hundred and fifty (350) hours or (43.75) days. PLT in excess of this amount will be put into Major Medical. If an employee cannot be scheduled off, this provision will be waived by the Hospital.

An employee who has over two hundred (200) PLT hours earned may volunteer to transfer the PLT hours in excess of two hundred (200) hours to another regular full time or part time employee who has depleted her/his PLT/MM. PLT may be transferred in multiples of eight (8) hours. All transferred hours (for only medical or personal tragedy) shall be paid at the receiving employee's current hourly rate of pay.

Section C. Accrual – Employees accrue time as follows:

| LIFE HOURS FTE | PLT ACCRUAL/HOURS WORKED | PLT ACCRUED/YR./1.0 |
|---------------------------|---------------------------------|----------------------------|
| 0-9.984 | 0879 | 182.83 hrs./22.85 days |
| 9.985-19.969 | .1149 | 239.08 hrs./29.87 days |
| 19.970-over | .1392 | 289.53 hrs./36.20 days |

**ARTICLE 24
GRIEVANCE/MEDIATION PROCEDURE**

Definition of Grievance: Any employee or group of employees who have a dispute regarding the interpretation or application of the provision of this

Agreement shall have the grievance processed in the following manner. All grievances must be signed by the affected parties.

Time Limits & Settlement of Grievance: Time limits set forth in this Article must be strictly adhered to and the failure of any party to comply with the time lines will be considered a waiver of the grievance on the part of the Union. The grievance shall automatically proceed to the next step of the grievance procedure if management fails to adhere to time limits. Time limits may be extended by mutual written consent of the parties. All employees shall exercise reasonable diligence regarding enforcing their rights and privileges under this Agreement.

Steps in Procedure:

Step 1 (Supervisor): Within twenty (20) calendar days from the date of the event(s) or when the grievant knew or has knowledge of the event(s) giving rise to the grievance, the grievant(s) shall discuss the issue with their immediate supervisor. The immediate supervisor shall meet with the grievant(s) and/or the Union representative/delegate within seven (7) calendar days and shall give a written response to the grievance within seven (7) calendar days of the meeting.

Step 2 (Department Manager): In the event the grievant is not satisfied with the supervisor's response: a written grievance must be submitted in writing to the department manager within seven (7) calendar days of the date of the immediate supervisor's written answer. The department manager shall meet with the grievant(s) and/or the Union representative/delegate at a mutually and agreeable time, but in any event, not later than seven (7) calendar days from the date of the immediate supervisor's written answer. The department manager shall give his/her answer, in writing, to the grievant and/or the Union within seven (7) calendar days of the meeting.

Step 3 (Human Resources): In the event the grievant/union is not satisfied with the written response of the department manager; the grievance and a list of any objections to the department manager's response must be submitted in writing to the Director of Human Resources within seven (7) calendar days of the date of the department manager's written answer. The Director of Human Resources shall meet with the grievant(s) and/or the Union representative/delegate at a mutually and agreeable time, but in any event not later than seven (7) calendar days from the date of the department manager's written response. The Director of Human Resources shall give his/her answer in writing, to the grievant and/or the union within seven (7) calendar days of the meeting.

Any grievance concerning termination, suspension, loss of seniority, or grievance involving a number of employees, may be initiated at Step Three.

Step 4: In the event the grievance cannot be satisfactorily adjusted by the

Director of Human Resources, the grievance and a list of objections to the HR Director's response must be submitted in writing to the Hospital CEO within seven (7) calendar days of the date of the Director of Human Resources written answer. The Hospital CEO shall meet with the grievant(s) and/or the Union representative at a mutually and agreeable time, but in any event, not later than fifteen (15) calendar days from the date of the Director of Human Resources written answer. The Hospital CEO shall give his or her answer, in writing, to the grievant and the Union within ten (10) calendar days of the meeting.

In the event the Union is not willing to accept the CEO decision, the Union will request Mediation from FMCS within ten (10) calendar days of the date of the Step 4 grievance response. Mediation is non-binding on either party unless an agreement is reached by both parties.

ARTICLE 24-A MANAGEMENT GRIEVANCE/ARBITRATION PROCEDURE

Should the Management of Holy Cross Hospital wish to file a complaint against the Union or its member or members for violation of the terms and/or conditions of this Labor Agreement, the complaint must be brought before the Labor Management Committee for discussion. The complaint must state WHO, WHAT, HOW, WHEN, and WHY of the conditions surrounding the circumstances of the complaint.

If the complaint discussed in the Labor Management Committee does not satisfy Management and/or settle the complaint. Management may submit the matter to the Federal Mediation and Conciliation Service for assistance in settling the issue.

Mediation must be requested within ten (10) calendar days of the date of the Unions formal answer to the grievance.

If management decides that they must go to arbitration. The parties will strike names from the FMCS panel of New Mexico arbitrators until a permanent arbitrator is selected. This individual will be used for all arbitrations during the contract duration. Within the thirty (30) days of the close mediation, the party requesting arbitration will notify the arbitrator in writing of its intent to arbitrate the grievance or the grievance will be considered waived.

The parties agree to abide by the Labor Arbitration Rules of the FMCS.

After the arbitrator is appointed, no new or different claim may be submitted except with the consent of the arbitrator and all other parties. The fees and expenses of the arbitrator shall be borne by the losing party and the Arbitration Award will not be published. The Arbitrator shall declare the losing party in the Arbitration Award.

The parties intend that the arbitrator's decision shall be final and binding on all issues and arguments. The arbitrator shall not be given the power to change Labor Agreement language or to interpret intent of the parties nor to add or subtract from the language of the Agreement.

ARTICLE 25 ARBITRATION

Should the parties to this Labor Agreement fail to resolve a grievance as set forth in Article 24 (Grievance Procedure), the grievance will be mediated by an FMCS Mediator. The request for Mediation must be made no later than 10 calendar days of the Union's receipt of the STEP 4 written formal answer from the Chief Executive Officer of the Hospital.

If the grievance is not settled at or before Mediation, either party may submit the grievance to binding Arbitration by giving written notice to the other party of the intent to arbitrate within 30 calendar days of the close of mediation. Such notice shall contain a clear and complete statement setting forth the nature of the dispute and the specific articles of the Collective Bargaining Agreement which are alleged to have been violated. Date and time limits shall be strictly enforced.

If either party decides that they must go to arbitration. The parties will strike names from the FMCS panel of New Mexico arbitrators until a permanent arbitrator is selected. This individual will be used for all arbitrations during the contract duration. Within the 30 days of the close of mediation, the party requesting arbitration will notify both the arbitrator and opposing party, in writing of its intent to arbitrate the grievance or the grievance will be considered permanently waived.

The parties agree to abide by the Labor Arbitration Rules of the FMCS.

After the arbitrator is appointed, no new or different claim may be submitted except with the consent of the arbitrator and all other parties. All expenses of the arbitrator shall be borne by the losing party and the Arbitration Award will not be published. The Arbitrator shall declare the losing party in the written Arbitration Award.

The parties intend that the arbitrator's decision shall be final and binding on all issues and arguments. The arbitrator shall not be given the power to change Labor Agreement language or to interpret intent of the parties nor to add or subtract from the language of the Agreement.

ARTICLE 26 EMPLOYEE DISCIPLINE

Section A. – Non-probationary employees shall not be discharged, disciplined, or suspended except for just cause. Any disciplinary action taken can, at the request

of the employee, be subject to the Grievance and Arbitration Article of this Agreement. Discipline will be done in private.

Section B. – When an employee is scheduled for an investigatory meeting where discipline may result, the employee will be notified in writing of the alleged violation of the HCH code of conduct and/or collective bargaining agreement. The Hospital will also provide documentation that supports the disciplinary action.

If an employee is in the process of discipline, a thorough investigation, including an interview with the employee will take place before management issues a notice of discipline.

Section C. – An employee who is disciplined may request the presence of a Union delegate. When a delegate or delegates from either bargaining unit are on duty and available at the time the request is made, the employee shall utilize a delegate from either bargaining unit. There will be no further discussion with the employee until the delegate arrives.

Section D. – A supervisor should discuss behavioral issues with an employee when the issue first arises. All counseling and discussion should be done in the privacy of an office.

Section E. – An employee who is disciplined will be tendered a copy of any written reprimand, notice of suspension, or dismissal at the time the action is taken, unless exceptional circumstances prohibit delivery of the notice at that time. In such cases, the employee shall receive or be mailed via Certified Mail a copy of the notice within two (2) workdays of the action taken.

Section F. – Reprimands not related to patient care, more than one (1) year old shall not serve as the basis for disciplinary action. Reprimands related to patient care will be defined as an employee's action adversely affecting patient outcome or an employee's action having the potential to adversely affect patient outcome. Patient complaints that address safety issues or adverse patient outcomes, including the potential for adverse patient outcomes will be used as part of the disciplinary process.

Section G. – The four (4) basic steps listed below will normally be followed for disciplinary action. These steps will generally be taken in the order listed, although some steps may be omitted when serious offenses have been committed. The Hospital and the Union affirm that the principles of progressive discipline shall be followed in all appropriate cases. These principles include in appropriate cases:

Counseling & Education

- Verbal reprimand. An employee may request the presence of a Union delegate.
- Written reprimand.
- Suspension
- Demotion or Termination

ARTICLE 27 TERMINATION

Section A. – Any non-probationary employee whose employment is terminated by the Hospital shall be given written notice of the reasons for discharge. In cases of termination of employment by the Hospital, except for discharge for disciplinary reasons, the Hospital shall give to a regular employee who has completed the probationary period fourteen (14) calendar days of notice or ten (10) days pay at regular rate in lieu thereof for full-time employees and will be prorated based on FTE for part-time. All accrued PLT benefits shall be paid on the next paycheck due the employee after termination. If at all possible, all earned and contributed pension plan monies due to the employee will be paid within one (1) month after termination.

Section B. – The employee will give the Hospital fourteen (14) calendar days written notice of resignation.

ARTICLE 28 WORKING HOURS

Section A. – The regular schedule of an employee's work shall consist of not more than eighty (80) hours in a two (2) week period. The Hospital has discretion to designate the day on which such pay period shall commence. Within a twenty-four (24) hour period an employee's regularly scheduled workday will not exceed more than eight (8) hours without the employee's consent. For employees in departments currently working ten (10) or twelve (12) hour shifts or employees hired specifically for defined ten (10) or twelve (12) hour shifts their regularly scheduled work day shall not exceed more than ten (10) or twelve (12) hours respectively. The Hospital will work with individuals and if necessary establish other type of shifts, with a signed waiver by the employee who agrees to work that shift.

Section B. – Each employee shall be granted a paid rest period of fifteen (15) minutes during each four (4) hour period worked. Rest periods shall be taken with appropriate notification and may not be saved to take with the meal break. Such rest periods will usually be taken on the Hospital's grounds. Additionally, there will be an unpaid meal period of one half (1/2) hour duration for individuals working five (5) or more hours consecutively. Meal breaks must be taken as

scheduled. Lunch breaks may be taken outside the facility with approval of the department manager. If an employee leaves the Hospital grounds on other than Hospital business the Hospital will not be held liable for any incidents, the employee must punch out when leaving the Hospital grounds.

Section C. – Time schedules and days off shall be posted ten (10) days in advance for a four to six (4-6) week period. Personal schedule requests of three (3) days or less received in writing then (10) days before schedule is posted will be honored when feasible so long as staffing requirements are met. It is understood that unforeseen circumstances may require the Hospital to change or alter the schedule. In such cases, the Hospital shall attempt to obtain employees who agree to fill the vacant position or positions.

The Hospital shall continue its current practice of scheduling employees in such manner as to consider special request of employees and allowing them to trade days off with the authorization of the department manager, provided that the operation of the Hospital shall not be hindered and in such a manner that time and one-half (1 ½) overtime pay obligation shall not be incurred.

Copies of the work schedules may be obtained by the Union Presidents, or their designees when the schedule is posted. The scheduler shall meet with the Union to resolve any differences concerning the Hospital's compliance with scheduling provisions in this agreement.

Section D. – A weekend is defined for twelve (12) hour shift as Friday 1900 through Sunday 1900. A weekend is defined for eight (8) or ten (10) hour shift as Friday 2300 through Sunday 2300.

Section E. – The Hospital shall not schedule a shift change more than once on any pay period. If a shift change occurs more than once in a pay period, the employee shall notify the Department Manager of the error. After the first shift change, the employee will be paid at time and one half (1-½) for the remaining shifts in the pay period.

Section F. – An employee shall be scheduled to work at the full-time equivalent (FTE) at which they are currently appointed. Employees will not be permitted to increase FTEs unless there are hours available.

Section G. Low Census/On Call Hours – If the number of scheduled staff is greater than needed for a particular shift, the Hospital shall follow the following procedure:

Employees shall first be reassigned to other units for which they are oriented. Volunteers will be asked first. If there are no volunteers, assignment to other units will be rotated equitably amongst eligible employees within each department.

Employees shall be allowed to volunteer for low census/OC hours. Low census hours shall be rotated equitably among regular bargaining unit employees.

Employees may use PLT for low census/OC hours not to exceed their FTE at the employee's discretion.

An attempt will be made to notify the employee of low census hours at least two (2) hours before they are scheduled to work. Two (2) attempts will be made to contact the employee.

All full-time and part-time employees will continue to be eligible for and accrue benefits on a full-time or part-time employee (except for PLT accrual) when voluntary or assigned low census/OC hours are implemented.

If volunteers can not be found, management may place a scheduled employee on low census or on-call hours with a guarantee of a minimum two (2) hours of Call Back at time and one-half (1-½) if called back to work.

On-Call Hours – Lab/X-Ray and Pharmacy: No employee will be assigned on-call on their day off or on the night before their day off. This provision may be waived at the request of the employee.

When an employee is called in to work for one-half (1/2) or more of an on-call shift and is scheduled to work the next shift, the employee's director shall make every reasonable effort to afford the employee low census hours for that shift or to find a replacement for the employee for that shift.

Section H. On-Call – An employee who is sick will not be required to cover their on call shift. The on-call shift will be covered by a volunteer employee or management in absence of a volunteer.

Scheduled On-Call hours will be equitably scheduled among all eligible employees.

Section I. Rest Between Shifts – For employees working eight (8) hour shifts, excluding call, the Hospital shall make every effort to schedule an unbroken rest period of at least fifteen (15) hours between shifts. For employees working ten (10) hour shifts, excluding call, the Hospital shall schedule an unbroken rest period of at least thirteen (13) hours between shifts. For an employee working twelve (12) hour shifts, excluding call, the Hospital shall schedule an unbroken rest period of at least eleven (11) hours between shifts. Any employee required to work without her/his rest period shall be paid time and one-half (1 ½) for all hours for which she/he is required to work after the completion of her/his shift until the rest period has expired. The rest period shall begin to run at the end of the regularly scheduled shift without regard to overtime worked beyond the end

of the shift. This provision may be waived, in writing, by the affected employee.

Section J. Consecutive Work Days – Management will not schedule an employee to work more than five (5) consecutive days without a day off. Any employee required to work more than five (5) consecutive days (a day will be defined as working at least four (4) hours) shall be paid at the overtime rate for all hours worked until granted a day off. This provision may be waived, in writing, by the affected employee. Employees who work twelve (12) hour days shall be granted three (3) consecutive days off. Employees who work twelve (12) hours shifts shall not be scheduled for more than four (4) consecutive shifts.

Section K. – When all resources have been exhausted the scheduler will rotate to the least senior person to meet minimum staffing requirements.

Section L. Short Staffing Differential – Employees assigned to work over their FTE qualify for eleven percent (11%) differential in time of short staffing, for only hours worked, if hours worked are not overtime.

Section M. – Staff receiving an admission with new orders within the last hour of their shift will be expected to take care of the patient's stat orders. The remainder of the admission will be completed by the on-coming shift.

ARTICLE 29

403B/Retirement Savings Plan

Section A. – Beginning in the fiscal year starting June 1, 2008, the Hospital will contribute eighteen percent (18%) of the annual net operating income of the Hospital in excess of five percent (5%) net operating income goal to be distributed the month following audited financial presentation to the board. The distribution into each eligible non-per diem employee's account will be based on service weighted formula where each year of service shall earn one (1) point. Each eligible non-per diem employee over the age of twenty-one (21) shall receive a distribution based on the ratio of her/his points divided by the total points of all bargaining unit employees times the total amount of the distribution. The service weighted formula shall apply to all bargaining unit employees during the term.

For every eligible non per diem employee at a 0.4 FTE or higher, the Hospital will match, Dollar for dollar up to \$605.00 per year for their individual contribution to the retirement program. Hospital contribution will be made before the end of the fiscal year. Only employees 21 years of age or older qualify.

Section B. Employees will become members of the plan the first day of the quarter after achieving one (1) year of service, (excluding Per Diems) and reaching eighteen (18) years of age, but not receive an employer contribution until the age of twenty-one (21).

Section C. – Members of the plan will be vested in the plan on a six (6) year graduated schedule but full vested no later than the employee’s sixty-fifth (65th) birthday.

Section D. – The Hospital will appoint a Plan Administrator, prepare and distribute summary plan descriptions, and assist the Administrator in distributing reports to individual participants no less frequently than annually, and pay all direct administrative costs to operate the plan.

ARTICLE 30 CONTINUING EDUCATION

Section A. – The Union and Hospital Management recognize the benefit of work-related continuing education.

It is the responsibility of the employee to attend and participate in required continuing education in-services of the Hospital.

It is the responsibility of the employee to obtain legally required continuing education for licensure and/or certification.

Required continuing education provided by the Hospital will counted as hours worked including overtime hours if applicable.

It is the responsibility of the Hospital to provide the mandatory continuing education required by law and/or accrediting agencies, excluding that for re-licensure or certification.

In addition to those mandatory educational activities above, the Hospital and/or employee may determine that continuing education is desired. These continuing education activities may be offered within the Hospital or may be obtained elsewhere.

If the Hospital requires a certification (IV, CPR, ACLS, PALS, TNCC, and Neonatal Resuscitation), the Hospital shall pay the cost for the employee.

Employees are under the same obligation to attend mandatory education in-services/meetings as they are for scheduled worked hours.

Section B. – All employees, excluding per diems, of longer than one (1) year are eligible for non-mandatory education as outlined in the Education policy.

ARTICLE 31 LEAVE OF ABSENCE-UNPAID

Section A. – Employees may be granted a leave of absence without pay by the department head with the Director of Human Resources & Labor Management

approval when it is considered to be in the best interest of the Hospital and employee. Normally, leaves may be granted for educational purposes, pregnancy, death in the family, military duty, or other valid reasons.

To be eligible for an LOA of thirty (30) calendar days or more, employees must be regular employees and must have completed a minimum of six (6) months of employment, except in the case of a medical leave, military service, or death in the family. Requests for leave must be submitted in writing to the department manager at least six (6) weeks (except in the case of medical leave, military service, or death in the family) prior to the effective date.

The reason for the request and length of time requested will be taken into consideration. The Hospital's ability to maintain standard staffing levels will be a consideration in granting leaves of absence.

Section B. – Accrual of seniority and bridging of seniority shall be governed by Article 14 of this Agreement. No benefits will be accrued during any leave period. When an employee is on a leave of absence in excess of thirty (30) days the employee's anniversary date, salary increases, benefit accrual, and seniority purposes will be advanced by the amount of time spent on an approved LOA. The employee is responsible for Hospitalization insurance premium if continued coverage is desired. The employee must contact the Human Resources Department prior to the beginning and immediately upon return of the approved leave to process insurance coverage.

If the employee takes a leave of absence and/or worker's compensation leave in excess of thirty (30) days, it may be impossible to reinstate her/his in her/his previous position, but she/he will be considered for the next available opening for which she/he is qualified. An employee may return to work before expiration of the leave only upon mutual agreement by the Hospital and employee.

An employee giving a false reason for a leave may be disciplined up to and including discharge by the Hospital.

An employee who fails to return to work or to notify the Hospital of inability to do so within twenty-four (24) hours of the termination of the leave of absence shall be considered to have voluntarily terminated.

Section C. – Prior to the starting date of any approved leave of absence, all but forty (40) hours of PLT must be utilized, at the employees' then current FTE appointment. Thereafter, the remainder of the employee's absence from the facility will be unpaid.

The purpose of this section is to require employees to utilize PLT before requesting a leave of absence.

FAMILY MEDICAL LEAVE: An employee may be granted a paid or unpaid leave of absence according to the FMLA. All employees shall return the required documentation pursuant to the Hospital's FMLA policy.

PERSONAL LEAVE: A personal LOA may be granted with approval by the department director and the Director of Human Resources and Labor Management when standard staffing levels of the Hospital can be adequately maintained and the overall performance and dependability record of the employee has been satisfactory, this personal leave of absence may not exceed three (3) months.

EDUCATIONAL: An educational LOA may be granted for educational pursuits if the end goal is to provide the employee with enhanced skills and knowledge to perform in her/his present position or to prepare for another position in the Hospital. Such leave may be granted by the Department Director and the Director of Human Resources & Labor Management, and subject to extension if approved by the Department Director and Director of Human Resources and Labor Management for a period of one (1) year. Educational LOA will not be granted to prepare an employee for a non-Hospital career.

MILITARY LEAVE: Leave of absences for the performance of duty with the U.S. Armed Forces or with the Reserve component thereof, shall be granted in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA)

UNION LEAVE: An employee elected or appointed to a Union position necessitating a leave of absence may be granted such leave for a maximum of one (1) year. Employees are not restricted from receiving compensation from the Union while they are absent on union leave. No combination of LOAs may exceed a maximum of one (1) year.

ARTICLE 32 ABSENTEEISM/TARDINESS

The Hospital and the Union are committed to consistent work patterns, although realizing that there are usually day-to-day occurrences that necessitate unscheduled time off. Excessive unscheduled absences will be subject to review, possibly resulting in corrective action. Specific exceptions will be made in situations qualifying under the Family Medical Leave Act.

Section A. – Excessive absenteeism is defined as having seven (7) occurrences in a twelve (12) month period. Management approved scheduled time of PLT, Low Census, and time off for on the job injury is not considered while calculating the occurrence. Excessive absenteeism also includes demonstrative patterns of absenteeism (e.g. back-to-back patterns such as calling in sick the day before or day after holidays, scheduled days and/or vacations on a consistent basis;

calling in sick the same day each week; calling in sick on Friday's after pay day; calling in sick to avoid floating; calling in sick on weekends and holidays, etc.). Additional occurrences will warrant disciplinary actions as defined in the progressive steps of discipline.

Absences of one (1) day or a series of consecutive workdays missed for the same reason shall be counted as a single occurrence.

Section B. – Excessive tardiness is defined ten (10) (a tardy is defined as five (5) minutes after the start of their assigned shifts) in a year, the first tardy will be the start of the twelve (12) month period. Additional tardies of three (3) per month will warrant further disciplinary actions as defined in Section C.

Section C. – Six tardies will equal one (1) absence.

Section D. – Actions to be taken for excess absenteeism and/or tardiness shall be combined on the same four (4) steps of discipline as follows:

Section E. – Actions to be taken for excessive absenteeism and tardiness shall be as follows:

- Verbal Counseling
- Written Warning
- Final Written Warning
- Termination

Section F. No Show, No Call – is defined as absenteeism from scheduled work without calling or showing up for work. Two (2) incidents in a twelve (12) month period will be cause for immediate termination.

ARTICLE 33 BEREAVEMENT LEAVE

In the event of the death in the immediate family of any regular employee, the employee shall be compensated for time off of twenty-four (24) hours. For the purpose of this section, the “immediate” family of the employee is defined as the spouse, domestic partner (as defined in the Hospital policy “Domestic Partners”), mother, father, son, daughter, brother, sister, or corresponding step and/or foster relationships, grandparents (maternal and paternal) and grandchildren, current mother-in-law and current father-in-law.

Additional leave may be taken without pay or PLT may be utilized if the employee so chooses. In the event of the death of a person not in the immediate family, leave may be granted with the approval of the department manager.

ARTICLE 34 JURY DUTY

Section A. – All Hospital employees called for jury duty will be paid the difference between the employee’s regular pay and the pay for jury duty, consistent with the employee’s regular straight time hourly rate times the number of hours (up to eight (8) per day) that she/he otherwise would have been scheduled to work and the compensation received for jury duty (excluding amounts received as reimbursement for expenses and travel). Such hours paid for shall not be counted as hours worked for the purposes of computing overtime. The employee’s pay will be calculated on the basis of their normal FTE.

Section B. – Evening or night shift employees shall only be excused from scheduled work and shall be entitled to receive their regular straight time rate of pay for all scheduled hours on such shift in accordance with the provisions of this article if they serve five (5) or more hours on jury duty on the day on which their shift begins.

Section C. – In order to be eligible to receive payment under the Article an employee must notify the appropriate Department Manager on her/his first work day after receipt of the notice to report for jury duty and must furnish satisfactory evidence that jury duty was performed and the amount of the compensation received for such services on the days for which the payment is claimed. Employees must surrender jury duty pay to the Hospital to receive their regular compensation.

Section D. – If a day shift employee is notified to do so by their department manager when she/he is excused from jury service either temporarily or permanently on any scheduled workday, the employee shall promptly report to complete any remaining hours of her/his scheduled work day. Evening and night shift employees who are excused from jury duty either temporarily or permanently, after serving less than five (5) hours, may be required to work a portion of their regular shift, less the number of hours that have been served on jury duty on that day. The hours that evening and night shift will be excused from will be taken at the start of their regular shift. For example, if an evening or night shift employee will not be required to report to work until three (3) hours after their usual shift begins.

Section E. – If an employee appears in court at the request of the Hospital, she/he shall receive their regular straight time rate of pay for all hours spent in making such an appearance. Such hours paid for shall be counted as hours worked for all purposes.

ARTICLE 35 PHYSICALS

Section A. – The Hospital shall provide all new employees with a physical

examination at no expense to the employee if done by a Hospital designed member of the Hospital Medical Staff. Except for radiologist and pathologist fees, the Hospital shall provide but not require a physical examination to all employees every year on or about their anniversary date if done by a Hospital designated member of the Hospital medical staff. This examination shall include a pap smear for female employees, a mammogram as recommended by the American Cancer Association and a rectal exam for male employees.

Section B. – All new employees must have a physical examination and any other tests as may be required by state law, as a condition of continued employment. Such examination and tests will be provided by the Hospital.

Section C. – All employees will be covered by the provisions of the employee health program.

Section D. Drug and Alcohol Policy as negotiated by both parties effective 6/1/93. To enhance patient safety, all patient and public allegations against an employee of substance abuse will be investigated.

Included in the provisions previously negotiated will be allowances for random urine drug testing for all Holy Cross Hospital employees and contract employees. A fair and unbiased randomized system will be worked out between management and the Union for implementation no later than October 1, 2008. Random testing will equal no more than two employees per week. Furthermore, no employee will ever be tested randomly more than once in a 6 month period.

A positive test will result in the inclusion of the employee into the Hospitals re-entry program. The safety goal is to deter substance abuse by all Hospital employees including management. The Hospital will work with the employee and the health insurance carrier to cover costs of any program required, as the plan description provides.

New employees with an established or admitted history of back injury or disease may be required to undergo a spinal x-ray at no cost to the employee. Upon execution by an employee of an agreement to hold the Hospital harmless and release it from liability for injury resulting from back injury or spinal disease, a pregnant employee shall be permitted to work without undergoing a spinal x-ray during pregnancy.

ARTICLE 36 MAJOR MEDICAL LEAVE

Section A. – The Major Medical Leave benefit is designed to allow accrual of sick leave for major illness. It is instituted in conjunction with the Personal Leave Policy which provides for accrual of sick leave for minor or short term illnesses. Major Medical Leave is provided to complement the disability insurance plan

and assist in maintaining an employee's income during a long-term illness. The maximum accumulation in the Major Medical bank is eight hundred (800) hours.

Section B. – Use of Major Medical Leave-Hours accumulated in the Major Medical bank may be utilized under the following conditions:

An employee or child under the age eighteen (18) illness or injury exceeding three (3) days duration. (This benefit may be retroactive to the first day of such illness or injury).

Before returning from Major Medical Leave and as a condition to eligibility to utilize Major Medical leave for the illness the employee must furnish appropriate documentation of the illness and of her/his ability to resume normally job duties from her/his licensed physician, PA, or Chiropractor, FNP, or licensed mental health professional.

Major Medical Leave is paid at the employee's straight time rate.

Major Medical Leave is not paid for days normally scheduled off or at a rate higher than the employee's normal FTE.

Major Medical Leave payments may be used to supplement worker's compensation and long term disability up to the employee's regular FTE.

Pregnancy shall be considered an illness/disability for application purposes of this Article. Pregnancy leave shall commence and end at the time specified by the employee's physician in writing.

Section C. Calculation of Major Medical Leave - Major Medical Leave is accrued and earned by regular employee based on hours worked. Overtime hours are excluded. Major Medical Leave earned may not exceed a total accumulation of eight hundred (800) hours. Major Medical Leave accrues on all hours worked from the date of employment and is earned at the end of six (6) months of employment.

Major Medical Leave is earned at the rate of 0.03 hours per hour worked. After the maximum of either hundred (800) hours is reached, additional Major Medical Leave is earned and accumulated only after excess hours are used. Major Medical Leave is not payable upon termination, as it is considered as protection against income loss due to illness while employed at the Hospital.

Section D. – Employees who are physically able to perform the tasks of their job are not entitled to Major Medical Leave for any period of time during which they are gainfully employed elsewhere.

Section E. – Employees who have in excess of two hundred and fifty (250) hours in their Major Medical bank may utilize up to a maximum of eighty (80) hours in any twelve (12) month period for serious illness or injury of the employee’s spouse, domestic partner as defined in the Hospital Policy “Domestic Partner”, parents, or children. Verification of serious illness or injury is required. The employee must request in writing to use this benefit with appropriate proof of illness or injury to the Human Resources department prior to the use of this benefit unless extenuating circumstances prohibit prior approval.

**ARTICLE 37
LICENSING/CERTIFICATION AND DRESS CODE**

Section A. – An employee will be required to have on file with her/his department and the Human Resources Department a current address and telephone where she/he can be reached or where a message may be left.

Section B. – As a condition of continued employment, licensed personnel must furnish to the Hospital a current license.

Section C. – Employees are required to abide by Hospital and department dress codes.

Section D. Uniform – All regular employees employed in the housekeeping department shall be credited annually on their anniversary date of service with an allowance of one hundred (\$100.00) dollars toward the cost of uniforms purchased through the Hospital.

Section E. – Dietary personnel will be credited on their anniversary date with two (2) full uniforms or an allowance of one hundred (\$100.00) dollars toward the cost of uniforms purchased through the Hospital (whichever is greater).

**ARTICLE 38
SUCCESSORSHIP**

If the Hospital is sold, leased, or transferred to a new owner, the Hospital shall notify the Union in writing of the name and address of the purchaser, lessee, or transferee within then (10) days of the closing of the purchase or the effective date of the lease or transfer.

**ARTICLE 39
SUB-CONTRACTOR CLAUSE**

Holy Cross Hospital may employ specialists from outside the regular Hospital organization to do work that is not similar in nature or regularly performed by the bargaining unit employees.

**ARTICLE 42
COPY COST**

Holy Cross Hospital has the right to charge the union for copying charges of \$.15 per page.

**ARTICLE 40
COMPLETE AGREEMENT**

Parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining and that all such subjects have been discussed and negotiated upon and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities are set forth in this Agreement. Therefore, the Hospital and the Union for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to wages, hours, or any other terms and conditions of employment unless mutually agreed otherwise, even though the specific subject or matter may not have been within the knowledge or contemplation of either/or both parties at the time they negotiated or executed this Agreement.

**ARTICLE 41
SIGNATURES**

This Agreement is effective as of July 1, 2009, following Union membership ratification and subsequent Hospital CEO approval and remains in effect until 12:00 am March 31, 2012.

**NATIONAL UNION OF HOSPITAL
AND HEALTH CARE EMPLOYEE'S
LOCAL 1199NM, AFSCME, AFL-CIO**

**TAOS HEATH SYSTEMS, INC.,
HOLY CROSS HOSPITAL**

BY: _____

BY: _____
Holy Cross Hospital CEO

BY: _____

BY: _____
Holy Cross Hospital HR Director

BY: _____

BY: _____
Holy Cross Hospital Board Chair

BY: _____

DATE: _____

BY: _____

DATE: _____

| POSITION | MINIMUM | MAXIMUM |
|--------------------------------|----------------|----------------|
| Housekeeping Aide | 8.25 | 11.00 |
| Laundry Aide | 8.25 | 11.00 |
| Food Service Worker | 8.25 | 11.00 |
| Food Service Cashier | 8.50 | 11.50 |
| Cook | 9.00 | 12.00 |
| File Clerk | 8.25 | 11.00 |
| PBX Operator/Cashier I | 9.00 | 11.00 |
| Registration Clerk | 10.50 | 14.00 |
| Special Projects Clerk | 9.00 | 13.60 |
| Patient Account Representative | 8.75 | 13.60 |
| Billing Specialist | 10.15 | 15.50 |
| A/R Posting Analyst | 10.00 | 15.00 |
| Senior Collector | 11.35 | 17.25 |
| Collector | 9.50 | 14.00 |
| Medical Records Tech | 9.50 | 14.00 |
| Transcriptionist | 12.10 | 17.50 |
| Coding/Abstractor | 14.00 | 18.00 |
| Coding Specialist Certified | 19.00 | 25.00 |
| Unit Secretary | 8.74 | 13.60 |
| Unit Care Specialist (MOU) | 10.50 | 15.36 |
| Plant Maintenance | 13.00 | 18.00 |
| Plumber | 14.50 | 25.00 |
| Purchasing Clerk | 8.75 | 11.50 |
| Nursing Assistant | 8.50 | 12.00 |
| Certified Nursing Assistant | 9.20 | 14.00 |
| Nurse Tech (OB/ER/ICU) | 10.00 | 15.00 |
| Scrub Tech Trainee | 10.82 | 12.00 |
| Scrub Tech | 15.30 | 18.90 |

(CONTINUED ON NEXT PAGE)

| POSITION | MINIMUM | MAXIMUM |
|----------------------------------|----------------|----------------|
| Certified Scrub Tech | 16.30 | 20.30 |
| Monitor Tech | 11.50 | 19.00 |
| Tech II | 11.50 | 19.00 |
| Tech III | 14.00 | 24.00 |
| LPN | 16.00 | 24.38 |
| GN | 20.00 | NA |
| RN | 24.50 | 36.00 |
| Certified Respiratory Therapist | 17.20 | 27.02 |
| Respiratory Therapist Registered | 20.00 | 30.05 |
| EKG Tech | 9.27 | 16.60 |
| Physical Therapist | 27.50 | 39.00 |
| PT Assistant | 14.00 | 20.50 |
| Pharmacist | 47.00 | 59.00 |
| Certified Pharmacy Tech | 14.50 | 22.05 |
| Histology Tech | 14.00 | 23.00 |
| Medical Lab Tech | 15.00 | 23.50 |
| Medical Technologist | 20.00 | 35.00 |
| Cytologist | 12.09 | 22.00 |
| Lab Assistant | 12.00 | 17.40 |
| Radiology Tech | 17.00 | 29.00 |

No retroactive back pay if negotiations go past June 1, 2008



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