

## **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:

1. Maintain harmony, cooperation, and understanding between the management and the employees.
2. To provide orderly collective bargaining relationship between the Hospital and the Union.
3. To secure prompt and fair disposition of grievances without harassment.
4. To assure the safe and efficient operation of the Hospital and uninterrupted service to its patients.
5. 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 National Labor Relations Act.

**ARTICLE 2**  
**TERMS OF AGREEMENT**

**Section A.** This agreement shall be effective from 12:01 A.M. June 1, 2015, following Union membership ratification and receipt of notice of written ratification by the employees and Taos Health Systems, Inc., Board of Trustees, as represented by the Hospital CEO, and shall remain in full force and effect until its expiration date on 12:00 midnight, May 31, 2018.

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.

Wage re-opener negotiations shall commence the second week of January, 2016, and the second week of January, 2017.

**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 and 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 constriction 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 bi-weekly dues in the amount certified by the Union.

**Section B.** The Hospital shall remit all bi-weekly 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 25<sup>th</sup> day of the calendar month in which such deductions are made. The Hospital shall provide a current list of all employees who are paying Union dues along with the amount of their deduction to the Vice-Presidents and Secretaries of the PPA and PPAA on a monthly basis.

The Union will 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 Union submits a letter to Human Resources requesting the employee’s dues be stopped. If the employee wishes to resume their dues the Union will 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 to in writing 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 mailed (either traditionally or electronically) monthly to the District President of 1199NM, or the President's 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 (including but not limited to: 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. These statements will be mailed (either traditionally or electronically) to the District President of 1199NM. 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, Paid Leave Time, Major Medical Leave, Bereavement Leave, Jury Duty, High Census, leaves of absence, Education Leave, or above average acuities 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 each bargaining unit in the Hospital to serve as a members of the Hospital's Safety Committee. The members designated by the Union will serve at the Union's pleasure.

**SECTION F.** 1199NM and Holy Cross Hospital will share equally the expense of printing the newly negotiated labor agreement. The initial printing will allow for a contract to be available to all bargaining unit employees and managers, plus an additional 200 copies to allow for anticipated new employees during the term of the contract. New contracts will be printed as needed for new employees or as requested by the Human Resources Officer, and this cost will also be shared equally.

**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 change(s) in working conditions that affects the character of an employee's job, including material changes in job description or transfers to another department or facility, will be reviewed and discussed with the employee(s) and the Union at a 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. Except in emergencies, the Human Resources Officer or his/her designee shall be notified at least forty-eight (48) hours before the Union Representative shall be given permission to enter the hospital on Union business; however, such permission shall not be unreasonably withheld. Visitation shall not interfere with the performance of work by employees on duty. 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, which shall not be unreasonably withheld.

**Section B.** Delegates shall be permitted to use up to one (1) hour of work time per week for the investigation of each grievance or disciplinary action, but whenever possible, Union business should be done outside of working hours. Delegates may attend grievance investigation and disciplinary meetings with employees and/or 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.** Union bulletin boards will remain in their current location and their size unchanged. In departments where bargaining unit members are employed and no such communication board is present a bulletin board will be placed. Size will be at least that of the smallest currently used bulletin board. The Union will purchase the bulletin board and the Hospital will affix it in a mutually agreed upon location obvious to the bargaining unit employees working in each department.

**Section E.** Union bulletin board notices shall be confined to internal Union business, including notices, announcements, and Union correspondence, and Union newsletters. Material posted on Union bulletin boards will not include any partisan or political information, scurrilous or inflammatory material. 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 Union bulletin boards. Union officers/delegates shall be allowed to utilize Hospital

e-mail to announce union meetings only. Human Resources and Information Technology will continue to maintain a current and accurate roster to of bargaining unit members in one email group.

**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 current list of employees in the Bargaining Unit including FTE, pay, unit, and classification as requested by the Union.

**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 Taos Health Systems, Inc., or the Hospital. Nothing herein shall prevent the Union from ratifying, condoning or lending support to any such activities conducted away from the Hospital or Taos Health Systems, Inc., premises, which are directed at other employers regarding issues not related to Taos Health Systems, Inc., or the Hospital business, provided such individuals do not identify themselves as Taos Health Systems, Inc., or Holy Cross Hospital employees.

**ARTICLE 11**  
**PERSONNEL FILES**

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

The Human Resources Officer or the employee's 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 Human Resources Officer or the employee's designee.

The Human Resources Officer or the employee's 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 bi-weekly 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 the employee's FTE: schedules, days off, holidays week-ends.

**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 their FTE: schedules, days off, holidays and weekends. 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, 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.

1. 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 will not be given shift preference over regular full or part time employees.
2. 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 are not eligible for the Clinical Advancement Program (CAP).
3. Per Diem employees shall not accrue seniority. Should a regular employee find it necessary to work Per Diem, the employee shall have the employee's bargaining unit seniority bridged upon returning to regular status provided the employee returns to full time or part time status. Unit seniority will be bridged for an employee who returns to the same unit(s) from which the employee's most recently departed as a regular full or part time employee.
4. 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 thirty-nine percent

(39%), thirty percent (30%), fifteen percent (15%) and nine percent (9%) respectively. Seventeen and one half percent (17.5%) differential will be paid in lieu of all other fringe benefits, raises or compensation except applicable differentials.

5. Regular full-time and regular part-time employees must cash in all existing Paid Leave Time, subject to Administrative approval, when converting to Per Diem status (to be paid at rate prior to PD conversion). Major Medical benefits shall 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.
6. Per Diem employees may change from Per Diem status to regular employees by reverse wage adjustment to the wage rate they would have been receiving had they not converted to Per Diem status. The decision to convert to and convert from a Per Diem status will be at the option of the employee with administrative approval.
7. 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.
8. 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.
9. Per Diem employees who have been asked to work and do not choose to work a minimum of 24 hours in a three (3) month period may be contacted regarding a decision concerning continued employment.

**MINIMUM BENEFIT EMPLOYEES** (MBE), will accrue and maintain seniority in the same manner as a regular employee.

1. MBE's will receive raises the same as regular employees.
2. MBE's will be assigned an FTE and be regularly scheduled.
3. MBE's 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.
4. MBE's will not earn Paid Leave Time or health insurance, or Major Medical leave.
5. MBE's shall be paid an hourly rate based on the following:
  - A. The MBE's wage rate will be adjusted to years of experience to determine the appropriate years of experience credit plus an additional amount as outlined in B below.

- B. The additional amount paid to MBE's 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%.
  - C. 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.
6. MBE employees are not entitled to any fringe benefits or compensation except all applicable differentials, premium pay, overtime pay and participation in the retirement/403B plan. MBE employees are eligible for the CAP program.
  7. Regular full-time and regular part-time employees must cash in all existing Paid Leave Time, subject to Administrative Team approval based upon financial considerations 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 pending conversion 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**

**Section A.** Each employee's performance shall be appraised in writing by the department head at the end of ninety (90) days of employment or transfer, 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 the employee 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 or upon written request of a Union Officer.

**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, excluding any period of time that the employee was per diem status or on an unpaid leave of absence.

**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, excluding any period of time that the employee was per diem status or on an unpaid leave of absence.

**Job classification seniority** is defined as follows: The formula to determine job classification seniority in the event of an internal transfer shall be ten percent (10%) of the employee's years of service at the Hospital and sixty percent (60%) of the employee's years of service in the job description code, plus one hundred percent (100%) credit for the number of years the employee has served under the job description code in the department into which the employee is transferring. This formula will determine the employee's permanent seniority for only shift selection for the new department. See Appendix B.

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 leave of absence. 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 Per Diem employee, previously employed as a regular full-time or regular part-time employee, will not have department or bargaining unit seniority recognized nor bridged until resumption of a regular full-time or part-time position. A regular employee who changes to per diem status shall have the employee's seniority bridged and recognized 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:

- 1) Voluntary termination
- 2) Dismissal for involuntary termination
- 3) Exceeding an official leave of absence, as provided in the Agreement.
- 4) The employee fails to accept an offer of recall from RIF 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 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, the employee shall be deemed to have rejected the offer; or
- 5) Fails to return to work within fourteen (14) days of having accepted Management's offer to return to work.
- 6) 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 leave of absence 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 (*e.g.* 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 one hundred twenty (120) days of a new employee's employment shall be considered probationary, excluding education time. Each newly hired employee shall be evaluated by Management during the probationary period.

**Section B.** 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 C.** Former employees who are rehired are subject to the probationary period.

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

**Section E.** An employee transferring from a department will retain department seniority in the department from which the employee transferred, for a period of thirty (30) calendar days. Thereafter, department seniority will be accumulated by the employee in the department to which the employee is transferred.

An employee who transfers to a new department shall not be considered a probationary employee, but shall be on a thirty (30) calendar day trial period.

If it is determined by the Hospital that the employee is not performing the new job satisfactorily, the employee may be returned to the former job and pay status within thirty (30) calendar days and seniority will be retained. The Union shall be notified of extenuating circumstances that prevent Management from returning the employee to the employee's former position.

## **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 longer the Administrative Team may deal with the shortage by:

1. Allowing regular staff to increase their FTE, or
2. Posting the positions, or
3. 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 other 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 time and one-half (1½) to employees who agree to work an extra shift on short notice.

In the event that staffing is not adequate to provide safe and effective care the House Supervisor/Shift Manager may 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, Management shall rotate such work equitably among all employees, regardless of their seniority. 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 and is also defined as a decrease in FTE. Unless otherwise agreed to by the Hospital and the Union 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(s) 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.** All Reduction in Hours (RIH) and RIF will be made by job title and department or unit by qualifications and 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 will be recalled to work by job title in order of bargaining unit seniority, provided the employee is qualified to perform the duties of the available position.

Per Diem, temporary and new-hire 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.

**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.** Probationary employees affected by a RIH/RIF will be considered to have been laid off from the position for which they were hired.

**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 and restoration from RIH will be made by job title, and department or unit in accordance with bargaining unit seniority in reverse order of RIF/RIH. 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.

**Section H.** A regular part-time employee shall have recall rights to a regular full-time position only if the employee 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.** The Hospital shall provide general hospital orientation and departmental orientation to all employees upon employment. All preceptors will train and/or educate no more than one (1) person on any one 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 ensure effective performance, based upon objective criteria developed from the respective job description created by Management. Prior to the start of orientation, a written copy of an orientation checklist and job description will be reviewed and presented to each employee. If an employee does not feel sufficiently trained in any area covered by the orientation checklist, the employee and the preceptor will not be required to sign off on that item, but it is understood that this does not automatically extend the employee's orientation.

Orientation is shall be provided for a minimum of two (2) weeks. Employees will complete and sign an orientation checklist, which will be placed in the employee's personnel file.

**Section C.** Prior to completion of two (2) weeks orientation, an employee shall not be left unsupervised while on duty.

**Section D.** The employee and Management may jointly waive the orientation period(s) and the supervision requirement(s) of this section.

## **ARTICLE 19 SALARY**

**Section A.** Every job title in Appendix A shall be allocated a minimum and a maximum salary. Minimum wage at the Hospital shall be ten dollars (\$10.00) per hour.

All employees will be required to have direct deposit of their paychecks to a banking institution of their choice.

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) and rebased as appropriate (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 time actually 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 thirty-nine percent (39%), thirty percent (30%), fifteen percent (15%) and nine percent (9%), 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 the employee's 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, the employee's 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. None.

## **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 shall e-mail all bargaining unit employees, at their Hospital e-mail addresses, the day the position is posted. The position shall be posted 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. The Department Committee and Department Manager shall rank competency and skill through the interview process. 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. Preference will be given to Per Diem employees prior to outside applicants, provided the Per Diem is qualified to perform the duties of the job as determined by the Department Committee and Department Manager.

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 the employee has worked in the employee's present position for a period of one (1) year unless otherwise approved by both department managers and has not received a written or higher discipline in the past twelve (12) months. An employee who transfers shall be given a three percent (3%) raise or be paid the base rate of the new job 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. Job classification seniority shall prevail with respect to shift selection when an employee transfers into a new department. If the job is eliminated within ninety (90) days after transfer, the employee has the right to bump the least senior employee in the employee's previous job title. An employee choosing to exercise the right to bump the least senior employee must do so within three (3) days of receiving written notice that the employee's 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 holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day and New Year’s Eve. 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.

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 time and one-half (1½) for all hours worked. 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 Management shall rotate such work equitably among all employees.

**Section B.** Shifts and Shift Differentials.

Shifts:

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.

Differentials:

Evening Shift differentials: Those employees working ten (10) or twelve (12) hour shifts beginning at 0700 and ending after 1500 will not be eligible for evening shift differentials. Evening shift differential will be paid at seven percent (7%) of base hourly rate or a minimum of One Dollar and fifty-cents (\$1.50) per hour.

Night Shift differential will be paid at 17% of base hourly rate 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.

**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

(7:00p.m.) through Sunday 1900 (7:00p.m.). Weekend differential is paid at two dollars (\$2.00) per hour.

**Section D.** Employees will receive compensation of three (\$3.00) per hour for each hour on-call. When an employee is called to work during any on-call period, the rate of pay will be at one and one-half (1 ½) the employee's base hourly rate. When the employee is called in, the employee will be compensated for a minimum of two (2) hours and will be expected to remain available for this time without additional on-call compensation. On-call employees shall be available to the Hospital within thirty (30) minutes of being called. On Call Pay does not apply during hours worked.

**Section E.** Premium Pay – If an employee agrees to work with less than twelve (12) hours of notice, the employee 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 the employee is entitled.

**Section F.** 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.

**Section G.** Overtime – Overtime shall be paid for hours worked in excess of forty (40) a work week. The overtime rate shall be calculated at time and one-half (1 ½) the regular straight time rate of pay.

Hours paid for but not worked shall not be considered in computing overtime. Unless otherwise expressly provided in this Agreement, overtime 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 the Manager's designee. If any employee works during the employee's meal break because of workload, the employee 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 (3<sup>rd</sup>) consecutive weekend and on each weekend thereafter, time and one half will be paid for all weekend hours worked until the employee receives a weekend off. At times, employees may be unintentionally scheduled for more than two (2) consecutive weekends; if an employee is so scheduled, the employee must notify the department

manager at least seventy two (72) hours prior to the third (3<sup>rd</sup>) consecutive weekend so that rescheduling may be attempted.

Every effort will be made by the hospital to schedule employees off every other weekend. Employees may execute a waiver to the provisions of this Article 21.

**Section I.** Mentor 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 one dollar (\$1.00) per hour differential while they serve as mentors.

**Section J.** 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 cents (\$.25) per hour differential to a maximum of one dollar (\$1.00) per hour. Non-CAP participants that participate in LifeWings<sup>®</sup> and department committees will receive twenty five cents (\$.25) per hour differential to a maximum of one dollar (\$1.00) per hour.

**Section K.** Clinical Advancement Program (CAP) – 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. The CAP committee shall be chaired by the Director of Education and consist of two (2) Union representatives and two (2) management representatives.

**Section L.** Specialty Differential – A specialty differential of one dollar (\$1.00) per hour will be paid to all RN's and LPN's working shifts in the ICU, OB, E.R., Observation and O.R. Departments.

A specialty differential of fifty cents (\$.50) per hour will be paid to all Scrub Techs, Tech II's , Tech III's, and OB Techs working in ICU, OB, ER, Observation and OR Departments.

Team Leader Differential – One dollar (\$1.00) per hour will be paid to an RN who is assigned to this role. This amount will be paid in addition to any specialty differentials the RN is qualified to receive.

**Section M.** Short Staffing Differential – Employees assigned to work over their FTE will be paid eleven percent (11%) or three dollars (\$3.00) maximum differential in times of short staffing, for only hours worked, if hours worked are not overtime.

**Section N.** The combination of any differentials, overtime and other premium pay shall not exceed one and one-half (1½) the employee's normal base rate of pay.

## **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 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.

Domestic partners, as defined by HCH policy regarding domestic partnership, shall be eligible to participate in the health insurance plan. Per diem employees shall not be allowed to participate in the health insurance plan.

### 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 non-per diem 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 non-per diem employees scheduled to work thirty-two (32) hours or more a week.

**Section D. Dental Insurance** - All eligible non-per diem 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.

**Section E. 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 Human Resources Officer. 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 for services performed at Taos Health Systems 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 bi-weekly.

**Section I. 125Plan** – 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 healthcare reimbursements. Federal law allows for a wide use of these funds. The Employer will pay for the administration of the plan.

**Section J. Health Insurance Committee** — The existing Labor-Management Health Insurance Committee consisting of three (3) Hospital and three (3) Union representatives shall continue. The Committee shall have the responsibility to analyze the hospitals health insurance plan design, draft requests for proposals (RFP), examine responses to such RFPs, select vendors, interview insurance agents and brokers and determine the design of the insurance plan. The Committee shall meet on an as needed basis and shall make decisions by consensus. Should consensus not be achieved, the process will be referred to collective bargaining.

**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.

Vacation requests for periods of at least one (1) week in duration for anytime during the calendar year shall be made in writing to the Department Manager between October 15 and October 31 of the previous year. As work schedules permit, the employee with the most seniority in the Department will be given first choice in scheduling a vacation. The process of scheduling vacation time shall continue in descending order of seniority for all written requests received. However, vacation periods encompassing Thanksgiving, Christmas and/or New Year holidays shall be granted on a rotating basis, regardless of seniority. By December 15, Department Managers shall post the annual vacation schedule for the following year.

If an employee wishes to apply for more than one (1) vacation period in a calendar year, a seniority preference will only be for one (1) such period that must be designated on the written application. Other requested periods will be scheduled for periods that are available.

Other requests that require the use of more than three (3) consecutive days of PLT shall be submitted in writing to the Department Manager no earlier than one hundred eighty (180) days before the date of the requested PLT and no later than sixty (60) days before the date of the requested PLT so that each department's staffing needs may be adequately met. These PLT requests will be honored by date of receipt. When two (2) requests are received on the same date, hospital seniority will prevail. Department Managers shall give notice of receipt of an employee's request for PLT within five (5) business days of the receipt of the request and will respond to employee's request as soon as possible, but at a minimum of eight (8) weeks before scheduled time off. Once scheduled, such vacation period shall be changed only in extreme emergency situations relating to patient care.

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

Errors in calculation or accumulation of PLT must be reported to Human Resources Officer. 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. Employee 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, but is not required.

PLT may not be used to increase hours of pay beyond the employee's FTE, 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 timesheet; this is the employee's responsibility.

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.* While an employee will accrue PLT during the first six (6) months of employment, the employee 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 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. PLT in excess of this amount may be paid out at eighty percent (80%). This will be paid at biannual dates designated 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 their PLT and Major Medical. 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	PLT ACCRUAL/ HOURS WORKED	PLT ACCRUED/ YR/1.0 FTE
9,984	0.0917	190.74 hrs./23.84 days*
9,985-19,969	0.1188	247.10 hrs./30.89 days*
19,970-over	0.143	297.44 hrs./37.18 days*

\* Based upon an eight (8) hour day

**ARTICLE 24**  
**GRIEVANCE/MEDIATION PROCEDURE**

**A. 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.

**B. 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 timelines 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.

**C. Steps in Procedure:**

**Step 1 (Supervisor):** Within ten (10) business days from the date of the event(s) or when the grievant(s) knew of the event(s) giving rise to the grievance, the grievant(s) shall discuss the issue with their immediate supervisor/department manager/Human Resources Officer. The immediate supervisor shall meet with the grievant(s) and/or the Union representative/delegate within ten (10) business days and shall give a written response to the grievance within ten (10) business days of the meeting.

**Step 2 (Department Manager/Human Resources):** 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 and Human Resources Officer within ten (10) business days of the date of the immediate supervisor's written answer. The Department Manager and Human Resources Officer 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 ten (10) business days from the date of the submission of the written grievance. The Department Manager and Human Resources Officer shall give their answer, in writing, to the grievant and/or the Union within ten (10) business days of the meeting.

Grievances regarding the termination, suspension, loss of seniority or involving a number of employees may be initiated at Step Two.

**Step 3 (Chief Executive Officer):** In the event the grievance cannot be satisfactorily adjusted by the Department Manager and Human Resources Officer, the grievance may be submitted in writing to the Hospital Chief Executive Officer (CEO) within ten (10) business days of the date of the Department Manager and Human Resources Officer's 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 ten (10) business days from the date of the Department Manager and Human Resources Officer's written answer. The Hospital CEO shall give his or her answer, in writing, to the grievant and the Union within ten (10) business days of the meeting.

In the event the Union is not willing to accept the CEO's decision, the Union may request Mediation from FMCS within ten (10) business days of the date of the Step 3 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 in detail the circumstances of the complaint, including, but not limited to, who, what, when, where why and how the complaint arose. The Union shall have ten (10) business days after the meeting to submit a written answer to the grievance to Management.

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) business days of the date of the Union's 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 30 days of the close of 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 to 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 business days of the Union's receipt of the step 3 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 requesting a panel of FMCS arbitrators and giving written notice to the other party of the intent to arbitrate within 20 business days of the close of mediation or the grievance will be considered permanently waived. 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.

The parties will alternately strike names from the FMCS panel of New Mexico arbitrators until a permanent arbitrator is selected. The grieving party shall strike first.

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 of the alleged nature of the misconduct or performance deficiency. The Hospital will also provide documentation that supports the disciplinary action.

Before imposing discipline, a thorough investigation, including an interview with the employee, will be conducted. The employee is entitled to Union representation at interviews when discipline may result.

**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 safety more than one (1) year old shall not serve as the basis for disciplinary action. Reprimands related to patient safety will be defined as an employee's action adversely affecting patient outcome(s) or an employee's action having the potential to adversely affect patient outcomes(s) and shall remain in the employee's personnel file for a period of not more than seven (7) years. Patient complaints that address safety issues or adverse patient outcomes, including the potential for adverse patient outcomes may 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:

1. Counseling & Education
2. Verbal reprimand.
3. Written reprimand.
4. Suspension
5. Demotion or Termination

**ARTICLE 27**  
**TERMINATION/RESIGNATION**

**Section A. TERMINATION:** 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.

**Section B. RESIGNATION:** The employee will give the Hospital fourteen (14) calendar day's 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. For employees in departments currently working eight (8), ten (10) or twelve (12) hour shifts or employees hired specifically for defined eight (8), ten (10) or twelve (12) hour shifts, their regularly scheduled work day shall not exceed more than eight (8), 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 employee shall clock out when leaving and clock in when returning to the Hospital. The Hospital shall not be held liable for any incidents that occur while the employee is off the clock.

**Section C.** Time schedules and days off shall be posted ten (10) days in advance of a four to six (4-6) week schedule. Personal schedule requests of three (3) days or less that are received in writing at least ten (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 shall be obtained by the Union Presidents or their designees the day that the schedule is posted. The schedulers 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 shifts as Friday 1900 through Sunday 1900. A weekend is defined for shifts less than twelve (12) hours as Friday 2300 through Sunday 2300.

**Section E.** The Hospital shall not schedule a shift change more than once in 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 within 72 hours of receipt of the published schedule. Shifts are defined as “Day,” “Evening,” “Swing” (times may vary) and “Night” in Article 21, section B. Exception to the definition of “Day Shift” applies only to the Surgery Department Positions. Day shift: any shift beginning between 6:30 and 12 noon. After the first shift change, the employee will be paid at a rate of time and one-half (1½) for the remaining shifts in the pay period. This section E does not apply to Per Diem employees.

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

**SECTION G AND H INTENTIONALLY DELETED – SEE MEMORANDUM OF UNDERSTANDING DATED APRIL 24, 2015**

**Section I.** Rest Between Shifts.

For employees working eight (8) hour shifts, excluding call shifts, the Hospital shall 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 the employee’s rest period shall be paid time and one-half (1 ½) for all hours for which the employee is required to work after the completion of the employee’s 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 who works eight (8) hour shifts to work more than five (5) consecutive days without a day off. Management shall not schedule an employee who works ten (10) hour shifts to work more than four (4) consecutive days without a day off. Management shall not schedule an employee who works twelve (12) hour shifts to work more than three (3) consecutive days without a day off. Any employee required to work more than three (3), four (4) or five (5) consecutive days respectively (a day will be defined as working at least four (4) hours) shall be paid time and one half (1 ½) for all hours worked until granted a day off. This provision may be waived, in writing, by the affected employee. Employees who work three (3) or more consecutive twelve (12) hour shifts shall be granted three (3) consecutive days off after their last scheduled consecutive shift. This provision may be waived, in writing, by the affected employee. Night shift employees who work twelve (12) hour shifts shall be scheduled three (3) consecutive shifts unless requested otherwise in writing by the employee.

**Section K.** 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.** The Hospital will continue to maintain a qualified, long-term, tax-deferred savings plan for the duration of the Agreement.

**Section B.** Effective January 1, 2013, for employees earning less than \$35,250.00 annually, HCH will match dollar-for-dollar, the employee's contribution to the Hospital's 403b up to \$705.00 annually. For employees earning more than \$35,250.00 annually and who contribute at least \$705.00, HCH will match dollar-for-dollar the employee's contribution up to 2.0% of the employee's annual compensation, not to exceed \$2,500.00 annually. Only employees eighteen (18) years of age or older qualify.

**Section C.** Members of the plan will be vested in the plan on a five (5) year graduated schedule, but fully 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.

The employee shall attend and participate in required continuing education in-services of the hospital.

The employee shall obtain legally required continuing education for licensure and/or certification.

Mandatory education provided by the Hospital will be paid as hours worked including overtime hours.

The Hospital shall 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 (including, but not limited to: IV, CPR, ACLS, PALS, TNCC, and Neonatal Resuscitation), the Hospital shall pay the cost for the employee.

Employees shall attend mandatory education in-services/meetings. If the employee calls in for scheduled mandatory education, it shall be considered an absence. If the employee is a no-call no-show for scheduled mandatory education that is greater than four (4) hours, the employee shall receive a suspension without pay. If the employee is a no-call no-show for scheduled mandatory education that is four (4) hours or less the employee shall receive a verbal reprimand. Each additional occurrence shall warrant further disciplinary action as defined in the progressive steps of discipline in Article 32, Section D. After one year, any discipline shall drop off the employee's record and shall not serve as a basis for further disciplinary action (see Article 26, Section F).

**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. The hospital will discuss proposed changes to the Education Policy at Labor-Management prior to implementing any changes.

**ARTICLE 31**  
**LEAVE OF ABSENCE-UNPAID**

**PERSONAL LEAVE**

**Section A.** Employees may be granted a leave of absence without pay by the employees' Department Director and with the approval of the Human Resources Officer when it is considered to be in the best interest of the Hospital and employee. Leaves of absence under this Section A may be granted for educational purposes, emergency situations involving pregnancy, death in the family, or other valid reasons; however leaves for pregnancy and medical reasons must typically be taken pursuant to State and federal Family Medical Leave Acts.

Except in emergencies, to be eligible for a leave of absence of thirty (30) calendar days or more under this Section A, employees must be regular employees and must have completed a minimum of one year of employment. Requests for leave must be submitted in writing to the Department Manager at least six (6) weeks (except in the case 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 and 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. The employee is responsible for insurance premiums during any period of unpaid leave under Section A, 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 the employee in their previous position, but the employee will be considered for the next available opening for which the employee 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.** Except for forty (40) hours of Paid Leave Time, an employee must use any available PLT during leaves of absence at the employee's current FTE appointment. Thereafter, the remainder of the employee's leave of absence will be unpaid.

**FAMILY MEDICAL LEAVE:** Employees will be granted family and medical leave pursuant to the State and federal Family Medical Leave Acts. All employees shall return the required documentation pursuant to the Hospital's FMLA policy to the Human Resources Office.

**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 their present position or to prepare for another position in the Hospital. Such leave may be granted by the Department Director and Human Resources Officer for a period not to exceed three (3) months. Exceptions may be made on a case-by-case basis to be discussed at Labor Management. Educational LOA will not be granted to prepare an employee for a non-hospital career.

**MILITARY LEAVE:** Leave of absences for 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 period not to exceed three (3) months. Employees are not restricted from receiving compensation from the Union while they are absent on union leave.

No leave of absence or combination thereof shall be greater than 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 six occurrences in a twelve (12) month period; the first absence shall be the start of the twelve (12) month period. Approved scheduled Paid Leave Time, Low Census, and time off for an on-the-job injury is not considered when calculating an occurrence. Excessive absenteeism also includes demonstrable patterns of absenteeism (*e.g.* patterns such as frequently calling in sick the day before or day after holidays, scheduled days and/or vacations; regularly 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 further 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.** "Tardiness" is defined as reporting to work seven (7) or more minutes after the start of the employee's assigned shift. "Excessive tardiness" is defined as being tardy five (5) times in a twelve (12) month period; the first tardy will be the start of the twelve (12) month period. Additional tardiness will warrant further disciplinary actions as defined in Section C.

**Section C.** Discipline for excessive absenteeism and tardiness shall be as follows:

1. Verbal Counseling
2. Written Warning
3. Final Written Warning
4. Termination

**Section D.** "No Show, No Call" is defined as absenteeism from scheduled work without calling or showing up for work. The first incident will result in suspension of 8-12 hours without pay, to be determined by the Human Resources Officer. Two (2) incidents in a twelve (12) month period will be cause for immediate termination.

If the employee is a no-call no-show for a scheduled mandatory meeting that is greater than four (4) hours, the employee shall receive a suspension without pay. If the employee is a no-call no-show for a scheduled mandatory meeting that is four (4) hours or less the employee shall receive a verbal reprimand. Each additional occurrence shall warrant further disciplinary action as defined in the progressive steps of discipline. After one year, any discipline shall drop off the employee's record and shall not serve as a basis for further disciplinary action (see Article 26, Section F).

**Section E.** Failure to work to the end of an assigned shift shall be considered an absence from work.

**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 their base rate, up to 8 hours per day, for every hour served on jury duty. Employees shall not be paid over their FTE. Employees shall be required to submit any monies received from the Court for jury duty pay to the Hospital, excluding amounts received as reimbursement for expenses and travel. Such hours paid shall not be counted as hours worked for the purposes of computing overtime.

**Section B.** Evening or night shift employees shall be excused from scheduled work and shall be entitled to receive their regular straight time rate of pay in accordance with the provisions of this article.

**Section C.** In order to be eligible to receive payment under this Article, an employee must notify the appropriate Department Manager on the employee's first work day after being called for jury duty, whether or not the employee is selected to serve on a jury.

**Section D.** If a day shift employee is excused from jury service, either temporarily or permanently, on any scheduled workday, and the employee's Department Manager requests that the employee returns to work, the employee shall promptly report to complete any remaining hours of the employee's scheduled shift. Evening and night shift employees who serve on jury duty during the day shall not be required to work any of their regular scheduled evening or night shift on that day.

**Section E.** If an employee appears in court at the request of the Hospital, the employee 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 designated 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 law, as a condition of 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.** To enhance patient safety, all patient and public allegations against an employee of substance abuse will be investigated.

All Holy Cross Hospital employees and contract employees will be subject to fair and unbiased random urine/saliva drug testing. 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 QWIET 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 Four Hundred Eighty (480) hours.

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

1. An employee or employee's child under the age eighteen (18) with an illness or injury of seven (7) day's duration or greater. (This benefit may be retroactive to the first day of such illness or injury).
2. 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 the employee's ability to resume normal job duties from the employee's licensed health care provider.
3. Major Medical Leave is paid at the employee's straight time rate.
4. Major Medical Leave is not paid for days normally scheduled off or at a rate higher than the employee's normal FTE.
5. Major Medical Leave payments may be used to supplement worker's compensation and long term disability up to the employee's regular FTE.
6. 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 health care provider 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 Four Hundred Eighty (480) 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 Four Hundred Eighty (480) 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 one hundred and fifty (150) 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.

**Section F.** Employees who's Major Medical Banks have more than Four Hundred Eighty (480) hours upon the effective date of this Article 36, will be allowed to keep the hours until they are used as provided above.

**ARTICLE 37**  
**LICENSING/CERTIFICATION AND WORKPLACE APPEARANCE**

**Section A.** An employee will be required to have on file with the employee's department and the Human Resources Department a current address and telephone where the employee 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 workplace appearance policies.

**Section D.** Uniform – All regular employees employed in the Environmental Services and Dietary Departments shall be provided three (3) sets of workplace apparel annually, prorated by FTE.

**ARTICLE 38**  
**SUCCESSORSHIP**

**Section A.** 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, lease, or transferee within ten days of the closing of the purchase or the effective date of the lease or transfer.

**Section B.** In the event of a sale or transfer of the Hospital, employees will receive not less than 60 days advance notice before the effective date of the sale or transfer. Notice of intent to sell shall satisfy this provision

**Section C.** The parties acknowledge the following:

1. If the Hospital is purchased or transferred, the successor employer will be bound by the terms of this collective bargaining agreement for the duration of the agreement.
2. If the successor employer purchases the assets of the Hospital, the successor will be obligated to recognize the Union and to refrain from making any unilateral changes in wages, hours, and/or working conditions without bargaining with the Union.

**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 40**  
**COMPLETE AGREEMENT**

The 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**  
**COPY COST**

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

**ARTICLE 42  
SIGNATURES**

IN WITNESS WHEREOF, the parties have caused their names to be subscribed by their duly authorized officers and representatives on this the \_\_\_\_ day of \_\_\_\_\_ 2015.

This Agreement is effective as of ~~April 1~~ **June 1**, 2015, following Union membership ratification and subsequent Hospital CEO approval and remains in effect until 12:00 a.m. May 31, 2018.

NATIONAL UNION OF HOSPITAL AND  
HEALTH CARE EMPLOYEES LOCAL  
1199NM, AFSCME, AFL-CIO

TAOS HEATH SYSTEMS, INC.,  
HOLY CROSS HOSPITAL

BY: \_\_\_\_\_  
President 1199NM

BY: \_\_\_\_\_  
Holy Cross Hospital CEO

BY: \_\_\_\_\_  
Vice President PPA 1199NM

BY: \_\_\_\_\_  
Human Resources Officer

BY: \_\_\_\_\_  
Vice President PPAA 1199NM

BY: \_\_\_\_\_  
Holy Cross Hospital Board of  
Directors

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

