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**"Texas Hospitals"
Counter Proposal
July 13, 2011**

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Article _____

Change of Ownership

It is the intent of the Hospital to fully observe ~~will comply with~~ all applicable federal and state statutes which define the Hospital's obligations to the Union and to ~~employees in the~~ bargaining unit nurses in the event of the sale, transfer, assignment or closure of all or part of the Hospital's facilities. The Hospital will provide the union with thirty (30) days notice of any such sale, transfer, assignment or closure of the Hospital's facilities, unless the transaction remains confidential within that final thirty (30) day period in which case the Hospital will give notice to the union when the Hospital makes a public announcement of the transaction. If the Union makes a timely request, the Hospital will bargain with the Union, to the extent required by federal law, over the effects of such action on bargaining unit Employees.

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Article - ____

Subcontracting

The hospital shall retain the right to subcontract bargaining unit work. It is not the intention of the Hospital, however, to contract out bargaining unit work for the purpose of undermining the Union or otherwise negating the Hospital's obligations under this Agreement. The Hospital will only contract out bargaining unit work when the Hospital concludes in good faith that it will be more economical or efficient to do so and/or will result in the deliver of better patient care. Any bargaining unit nurse who is laid off as a result of the decision to subcontract bargaining unit work will retain all rights under Article ____ Layoff and Recall. Upon timely request from the Union, the Hospital will bargain over the effects of the decision to subcontract.

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"Texas Hospitals"
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July 14, 2011

Article - __

Employment Status

The Hospital will distinguish between the following categories of bargaining unit employees:

Section 1: Regular Full-Time Registered Nurse

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

Section 2: Regular Part-Time Registered Nurse

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

Section 3: Per Diem (PRN) Registered Nurse

A per diem or PRN Registered Nurse is a Registered Nurse designated as such, who is placed on the Hospital's payroll for an indefinite period of time and who is used on an as needed basis to provide relief to staff or to assist during peak workload periods.

Section 4: Temporary Registered Nurse

A temporary registered nurse is a nurse hired by the Hospital as an interim replacement or to fill a temporary full-time or part-time need, not exceeding ninety (90) days, except that a temporary employee may be hired for up to six (6) months if replacing an employee on a leave of absence. Temporary Registered Nurses are not covered by this agreement.

Section 5: Reclassification

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

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

Hours worked by a nurse pursuant to a seasonal agreement with the Hospital will not count toward the hours required for reclassification under this section *unless the Hospital has entered into two (2) consecutive seasonal agreements with that bargaining unit nurse. For purpose of this paragraph, seasonal agreements are consecutive only if there is no break between expiration and the offered renewal of the seasonal agreements.*

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"Texas Hospitals"
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Hospital Package: Seniority, Posting and Filling of Vacancies, Layoff and Recall

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"Texas Hospitals"
Counter Proposal
September 8, 2011

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Article
Seniority

Section 1. Definitions

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

- A. **Hospital Seniority:** "Hospital Seniority" is defined as the length of time a bargaining unit nurse has been continuously employed in a bargaining unit position by the Hospital, from the last date of hire, subject to the provisions regarding calculation and break in service in Sections 2 and 3 below.
- B. **Unit/Department Seniority:** "Unit/Department Seniority" is defined as the length of time a bargaining unit nurse has been continuously employed in a bargaining unit position by the Hospital in a particular unit/department, by classification, from the last date of hire, subject to the provisions regarding calculation and break in service found in Sections 2 and 3 below.

Section 2. Calculation of Seniority

- A. **Full-Time and Part-Time Employees:** Full-time and part-time bargaining unit nurses shall receive one (1) year credit in seniority (whether Hospital or Unit/Department Seniority) for each year that they were or are employed by the Hospital as a full-time or part-time bargaining unit nurse, subject to the provisions regarding break in service found in Section 3 below.
- B. ~~Part-Time Employees: Part-time bargaining unit nurses shall receive one-half (1/2) year credit in seniority (whether Hospital or Unit/Department Seniority) for each year that they were or are employed by the Hospital as a part-time nurse, subject to the provisions regarding break in service found in Section 3 below.~~
- C. **[B.]Per Diem Employees:** Per diem (PRN) bargaining unit nurses shall receive ~~one-third (1/3)~~ one (1) year credit in seniority (whether Hospital or Unit/Department Seniority) for each year that they were or are employed by the Hospital as a per diem bargaining unit nurse, subject to the provisions regarding break in service found in Section 3 below. Per Diem nurses may exercise seniority rights earned as a per diem nurse under this agreement only with respect to other per diem bargaining unit nurses. If a per diem nurse

converts to full-time or part-time status, he/she will be credited Hospital seniority using the following formula, as applicable: Using exclusively the Lawson payroll system to establish hours worked, in each year the PRN RN worked one-thousand forty (1,040) hours or more, he/she will receive one (1) year of seniority credit; in each year the PRN RN worked less than one-thousand forty (1,040) hours, he/she will receive one-third (1/3) year credit for each year worked (e.g. three (3) years service as a PRN RN working less than 1,040 hours equals one (1) year of Hospital seniority once that PRN nurse becomes a full-time or part-time employee). If hours worked in a given year cannot be established using the Lawson payroll system, that nurse will be assumed to have worked less than 1,040 hours in that year.

- D. **[C.] Probationary Employees:** Probationary bargaining unit nurses shall not accrue seniority (whether Hospital or Unit/Department Seniority) while they continue to have probationary status. A probationary nurse who successfully completes the probationary period and later becomes a regular full-time, part-time, or per diem nurse shall have seniority applied retroactively to his/her initial hire date in accordance with Sections 2A and B and C above.

Section 3. Termination of Seniority

Seniority will be broken and shall be considered lost, null and void in the following circumstances:

- A. Discharge for *just* cause;
- B. Voluntary resignation for a period greater than ~~three (3)~~ *four (4)* ~~six (6)~~ months
- C. Retirement for a period greater than ~~three (3)~~ *four (4)* ~~six (6)~~ months;
- D. Change of status to a non-bargaining unit positions for a period greater than ~~three (3)~~ *four (4)* ~~six (6)~~ months;
- E. Laid off for a period greater than ~~one (1)~~ *two (2)* ~~six (6)~~ months, or for a period equal to the Employee's length of unbroken service with the Hospital in a bargaining unit position at the time of layoff, whichever is shorter;
- F. Failure to return from layoff within ~~seven (7)~~ *ten (10)* ~~fourteen (14)~~ calendar days following receipt of a return to work notice; and
- G. Failure to return to work, without authorization, on the first scheduled workday *which the Hospital and the bargaining unit nurse have mutually agreed upon* following expiration of an authorized "leave of absence" of three (3) days or more. ~~provided that the Employee has received written notification of the return to work date.~~

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"Texas Hospitals"
Counter Proposal
September 9, 2011

(Gulf Coast)

Article ____

Posting and Filling of
Vacancies

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Section 1. Job Postings

If the Hospital decides to fill a vacancy in a bargaining unit position, including those resulting from newly created positions that will be covered by this Agreement, it will post a notice of the vacancy ~~in the manner it has customarily posted such notices in the past electronically on the Hospital's electronic posting board for three (3) business days (excluding Saturdays, Sundays and Holidays)~~ five (5) calendar business days (excluding Saturdays, Sundays and Holidays) prior to filling the vacancy. This posting will specify the minimum qualifications required for the position, the unit/department, regular assignment, shift, and job status (i.e., full-time, part-time or per diem). Nothing in this Article shall be construed to require the Hospital to post any vacancy which the Hospital decides not to fill.

Bargaining unit nurses may apply for a posted position by completing the appropriate documentation and submitting same to the Hospital's Human Resources Department. *A bargaining unit nurse who has active discipline, as defined in Article ____ - Disciplinary Action, Section 7, shall be ineligible to apply for a posted open position.*

If no bargaining unit nurse applies for the posted position within the five (5) calendar three (3) business day posting period, the Hospital may proceed to fill the position as it deems appropriate, including filling the position with a non-bargaining unit nurse or an external candidate. A bargaining unit nurse who applies for a posted open position outside the posting period established by this Article shall not be entitled to any preference relative to candidates who are not bargaining unit members or who are external candidates.

Section 2. Temporary Filling of Vacant Position

After the vacancy occurs and before it can be filled under the process identified herein, the Hospital may temporarily assign an employee, or may use an agency employee, to fill the vacancy during the posting period and for a reasonable time thereafter so long as the Hospital is actively seeking to fill the vacancy.

Section 3. Selection Among Qualified Candidates

In filling posted vacant bargaining unit positions, the Hospital will select the candidate who is, in the sole good faith judgment of the Hospital, the best qualified for the position,

based on the candidate's *requisite* experience, skill, ability, training, education, *certification or credentialing needed to perform the duties of the position*, and overall job performance ~~including past disciplinary record, and attendance record~~. *Except as noted in Section 1 above*, internal applicants shall be given preference over external applicants, but a non-bargaining unit employee or external applicant may be selected for a vacant position within the bargaining unit if the Hospital determines there are no ~~satisfactory~~ *qualified* applicants from the bargaining unit or if the non-bargaining unit employee/external applicant possesses qualifications as defined above which are *demonstrably* superior to that of the bargaining unit applicant(s). The determination of the minimum qualifications for a position will be the sole and exclusive right of the Hospital.

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~~In the event that the qualifications of two or more of the best-qualified internal candidates are, in the opinion of the Hospital, substantially equal~~, *If the Hospital determines, in its good faith judgment, that a candidate has demonstrably superior qualifications then the Hospital will award the position to that candidate. Otherwise the Hospital will award the position in the following order:*

- A. First, to the full-time or part-time applicant with the greatest ~~Unit/Department~~ *Hospital* Seniority working in the unit/department where the vacancy exists;
- B. ~~Next, to the full time or part time applicant with the greatest Hospital~~ Seniority;
- C. [B.] Next, to the per diem applicant with the greatest ~~Unit/Department~~ *Hospital* Seniority working in the unit/department where the vacancy exists; and
- D.[C.] Next, to the ~~per diem full-time or part-time internal~~ applicant with the greatest Hospital Seniority.
- E. [D.] Next, to the per diem internal applicant with the greatest Hospital Seniority.
- F. [E.] Then to a non-bargaining unit applicant.

Section 4. Time Frame for Transferring Employee to New Position

The Hospital will make a reasonable effort to place a successful applicant in the new position within ~~sixty (60)~~ *forty-five (45)* days after a placement decision.

Section 5. Evaluation Period After Promotion or Transfer

~~Employees Bargaining unit nurses~~ who are placed into another bargaining unit position through this post and bid process shall have their performance evaluated for up to ninety (90) days. If at any time within such ninety (90) day period the ~~Employee nurse~~ fails to perform satisfactorily, the Hospital may return the ~~Employee nurse~~ to his/her former position (if the position is still available), including shift, assignment, scheduled hours, and rate of pay without loss of seniority. ~~Nothing in this Section shall preclude the Hospital from disciplining or discharging a transferred or promoted Employee during the ninety (90) day evaluation period for just cause, consistent with Article — Disciplinary Action.~~

If the ~~Employee nurse~~ finds the position undesirable, she/he shall have no more than

~~fourteen (14) five (5) business days to request a return to her/his immediately former position. Upon such *timely* request, the nurse will be returned to that former position (same shift, scheduled hours, and rate of pay). but only if a vacancy exists, such return occurs within fourteen (14) days and the Hospital agrees that the nurse may return.~~

Section 6. Eligibility for Future Vacancies

Candidates selected to fill vacancies in accordance with this Article will be ineligible to apply for other vacancies for ~~one (1) year~~ *six (6) months* from the date the position is filled, unless that ~~one (1) year~~ period is waived in writing by the Hospital.

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**"Texas Hospitals"
Counter Proposal
September 9, 2011**

(El Paso)

Article ____

**Posting and Filling of
Vacancies**

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Section 1. Job Postings

If the Hospital decides to fill a vacancy in a bargaining unit position, including those resulting from newly created positions that will be covered by this Agreement, it will post a notice of the vacancy ~~in the manner it has customarily posted such notices in the past electronically on the Hospital's electronic posting board for three (3) business days (excluding Saturdays, Sundays and Holidays)~~ five (5) calendar business days (excluding Saturdays, Sundays and Holidays) prior to filling the vacancy. This posting will specify the minimum qualifications required for the position, the unit/department, regular assignment, shift, and job status (i.e., full-time, part-time or per diem). Nothing in this Article shall be construed to require the Hospital to post any vacancy which the Hospital decides not to fill.

Bargaining unit nurses may apply for a posted position by completing the appropriate documentation and submitting same to the Hospital's Human Resources Department. *A bargaining unit nurse who has active discipline, as defined in Article ____ - Disciplinary Action, Section 7, shall be ineligible to apply for a posted open position.*

If no bargaining unit nurse applies for the posted position within the five (5) calendar ~~three (3)~~ business day posting period, the Hospital may proceed to fill the position as it deems appropriate, including filling the position with a non-bargaining unit nurse or an external candidate. A bargaining unit nurse who applies for a posted open position outside the posting period established by this Article shall not be entitled to any preference relative to candidates who are not bargaining unit members or who are external candidates.

Section 2. Temporary Filling of Vacant Position

After the vacancy occurs and before it can be filled under the process identified herein, the Hospital may temporarily assign an employee, or may use an agency employee, to fill the vacancy during the posting period and for a reasonable time thereafter so long as the Hospital is actively seeking to fill the vacancy.

Section 3. Selection Among Qualified Candidates

In filling posted vacant bargaining unit positions, the Hospital will select the candidate who is, in the sole *good faith* judgment of the Hospital, the best qualified for the position,

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based on the candidate's *requisite* experience, skill, ability, training, education, *certification or credentialing needed to perform the duties of the position*, and overall job performance ~~including past disciplinary record and attendance record~~. *Except as noted in Section 1 above,* internal applicants shall be given preference over external applicants, but a non-bargaining unit employee or external applicant may be selected for a vacant position within the bargaining unit if the Hospital determines there are no *satisfactory qualified* applicants from the bargaining unit or if the non-bargaining unit employee/external applicant possesses qualifications as defined above which are *demonstrably* superior to that of the bargaining unit applicant(s). The determination of the minimum qualifications for a position will be the sole and exclusive right of the Hospital.

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~~In the event that the qualifications of two or more of the best qualified internal candidates are, in the opinion of the Hospital, substantially equal, If the Hospital determines, in its good faith judgment, that a candidate has demonstrably superior qualifications then the Hospital will award the position to that candidate. Otherwise, the Hospital will award the position in the following order:~~

- A. First, to the full-time or part-time applicant with the greatest ~~Unit/Department~~ *Hospital* Seniority working in the unit/department where the vacancy exists;
- ~~B. Next, to the full time or part time applicant with the greatest Hospital Seniority;~~
- C. [B.] Next, to the per diem applicant with the greatest ~~Unit/Department~~ *Hospital* Seniority working in the unit/department where the vacancy exists; and
- D.[C.] Next, to the ~~per diem full-time or part-time internal~~ applicant with the greatest Hospital Seniority.
- E.[D.] Next, to the per diem internal applicant with the greatest Hospital Seniority.
- F. [E.] Then to a non-bargaining unit applicant.

Section 4. Time Frame for Transferring Employee to New Position

The Hospital will make a reasonable effort to place a successful applicant in the new position within ~~sixty (60)~~ *forty-five (45)* days after a placement decision.

Section 5. Evaluation Period After Promotion or Transfer

~~Employees Bargaining unit nurses~~ who are placed into another bargaining unit position through this post and bid process shall have their performance evaluated for up to one-hundred-twenty (120) days. If at any time within such one-hundred-twenty (120) day period the ~~Employee nurse~~ fails to perform satisfactorily, the Hospital may return the ~~Employee nurse~~ to his/her former position (if the position is still available), including shift, assignment, scheduled hours, and rate of pay without loss of seniority. ~~Nothing in this Section shall preclude the Hospital from disciplining or discharging a transferred or promoted Employee during the one hundred twenty (120) day evaluation period for just cause, consistent with Article ___ Disciplinary Action.~~

If the ~~Employee nurse~~ finds the position undesirable, she/he shall have no more than ~~fourteen (14)~~ *five (5) business* days to request a return to her/his immediately former position. Upon such *timely* request, the nurse will be returned to that former position (same shift, scheduled hours, and rate of pay). ~~but only if a vacancy exists, such return occurs within fourteen (14) days and the Hospital agrees that the nurse may return.~~

Section 6. Eligibility for Future Vacancies

Candidates selected to fill vacancies in accordance with this Article will be ineligible to apply for other vacancies for ~~one (1) year~~ *six (6) months* from the date the position is filled, unless that ~~one (1) year~~ period is waived in writing by the Hospital.

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**"Texas Hospitals"
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September 9, 2011**

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Article ____

Layoff and Recall

Section 1. Layoff

A. Solicitation of Volunteers:

In the event a layoff becomes necessary, the Hospital will first solicit volunteers in the affected unit(s)/department(s) and any bargaining unit nurse in that unit/department who volunteers will be the first selected for the layoff.

B. Involuntary Selection for Layoff:

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

C. Protection of Full-time and Regular Part-time Employees:

Prior to any full-time or regular part-time bargaining unit nurse being laid off, agency employees, travelers, and per diem employees within the unit will be changed to inactive status or laid off, in that order. ~~provided that the remaining nurses are fully capable of performing available work.~~

D. Notice of Layoff:

The Hospital will give at least thirty (30) calendar days' notice to the Union of any decision to layoff bargaining unit nurses. The Hospital will give at least fourteen (14) calendar days' notice to nurses who are designated to be laid off, provided that the Hospital retains the discretion to award pay in lieu of notice to any affected nurse.

Upon request, the Hospital will meet with the union to discuss relevant facts and circumstances regarding the layoff but this does not create any obligation for the Hospital to bargain with the union over the decision to have a layoff. Upon mutual agreement, the Union and the Hospital may agree to an alternative arrangement regarding layoff.

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Section 2. Rights of Displaced Employees

Upon notice of layoff selection, the nurse will be provided with a list of available vacant positions at the Hospital showing the unit, shift and scheduled hours. A bargaining unit nurse who is selected for layoff shall have no bumping rights but will be given priority consideration for any open nursing position for which he/she is qualified. Qualified under this language means able to perform the functions of the job with no more than ~~eighty (80)~~ ~~one-hundred-eight (108)~~ ~~one-hundred forty-four (144)~~ hours of orientation. ~~or by passing the Performance Based Development System ("PBDS") assessment if PBDS is utilized by the Hospital.~~ If there is an open nursing position for which the selected nurse is qualified, on the same shift with the same or greater full-time equivalent status, the nurse must accept that job. If the nurse chooses to decline that position, he/she will forfeit bumping rights, will be laid off and will have the options outlined in Section 3 below.

If there is no such open nursing position for which the nurse is qualified, the nurse selected for layoff will then be entitled to displace/bump the bargaining unit nurse with the least Hospital seniority who is in a position which the selected nurse is fully qualified to perform. There will be no further displacement/bumping and the nurse displaced by this process will be subject to layoff. In other words, there shall be no more than one level of displacement/bumping (i.e. if bargaining unit nurse A is initially selected for layoff under this process, and displaces/bumps nurse B – the bargaining unit nurse with the least Hospital seniority – nurse B shall have no right to displace any other nurse). In this example, nurse B will be given priority consideration for any open nursing positions for which he/she is qualified or will have the options outlined in Section 3 below.

Section 3. Severance or Recall

A nurses who is selected for lay off shall also have the option of resigning and accepting severance [amount/formula subject to determination in local/economic negotiations], provided that as a condition of receiving severance pay the employee and the Union will execute a full release and waiver of claims. If the nurse chooses not to accept the severance, he/she will be placed on a recall roster for a period of ~~thirty (30) days~~ ~~two (2)~~ ~~three (3)~~ ~~six (6) months~~ and will be recalled, if a position becomes available, in the inverse order of layoff, by classification. The nurse must be qualified, as defined in Section 2 above, for the position to which he/she is recalled.

A nurse who is given a recall offer must accept that offer and return to work within fourteen (14) calendar days of receiving the notice or by the first regularly scheduled workday, whichever is sooner. Such notice will be sent by certified, U.S. Mail (return receipt requested) and the effective date shall be the date of delivery as indicated by the return receipt request form. A nurse on the recall roster who turns down a recall offer for which the Hospital considers them qualified, or who accepts the offer but fails to return to work on the date which the Hospital and the nurse have mutually agreed upon, will be deemed to have voluntarily resigned with loss of seniority. Nurses who are not recalled within ~~thirty (30) days~~ ~~two (2)~~ ~~three (3)~~ ~~six (6) months~~ of layoff are deemed terminated with loss of seniority.

**"Rio Grande Regional Hospital"
Counter Proposal
February 29, 2012**

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**Hospital Package: Professional Practices Committee, Patient Needs Staffing,
Standards of Competent Performance, Staffing, Flex Off – Call Off
Procedure, Floating, Meal Periods and Rest Breaks, Union Security,
Management Rights and Complete Agreement**

Package to be Accepted or Rejected in Its Entirety

(The Employer reserves the right to add to, withdraw, delete, or otherwise modify
these proposals throughout the collective bargaining process)

**“Rio Grande Regional Hospital”
Counter Proposal
February 29, 2011**

ARTICLE __

PROFESSIONAL PRACTICE COMMITTEE

Section 1. Basic Structure and Functions of Professional Practice Committee

The Professional Practice Committee shall be composed of Registered Nurses covered by this Agreement currently employed at the Hospital.

The Committee shall have a minimum of three (3) Registered Nurses with no more than five (5) Registered Nurses elected by the Registered Nurse Staff.

The Professional Practice Committee shall act as an advisory body to the Hospital's Nursing Administration. The Hospital will duly consider such recommendations as are made by the PPC and respond within thirty (30) calendar days; the Chief Nursing Officer or his/her representative(s) will meet and confer with the PPC concerning such recommendations at mutually agreeable times and places.

Section 2. Objectives

The objectives of the Professional Practice Committee shall be:

- To review, discuss and recommend methods of improving patient care;
- To concern itself with standards for professional practice to Registered Nurses,
- To work constructively for the improvement of patient care and Registered Nurse practice,
- To provide input regarding safe patient handling issues, including the number and placement of lifts and/or transfer and repositioning devices,

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- To provide input concerning new technologies being considered for adoption by the Hospital or being implemented pursuant to multi-hospital programs adopted by the Hospital's parent company. As used in this paragraph, "technologies" means hardware devices and software programs used by RNs in patient care to formulate nursing diagnoses, develop patient care plans, administer medications, and document care provided to patients.
- To make recommendations to management and/or other hospital committees regarding workplace safety and infectious and communicable disease control. Such recommendations from the PPC shall receive due consideration by management and/or other hospital committees.

The Committee may recommend revisions to job descriptions for classifications covered by this Agreement. This Committee may also make recommendations to the Hospital's Nursing Administration with respect to leadership and training courses for Registered Nurses.

The PPC will exclude from discussions contract grievances, wages or any matters involving the interpretation of this Agreement.

Section 3. Meetings

The Professional Practice Committee will submit an agenda at least seven (7) days before its meeting date to the Chief Nursing Officer, or designee.

The Professional Practice Committee's secretary will deliver to the Chief Nursing Officer or designee, within ten (10) days after its meetings, written minutes of all action taken and matters considered. It is understood that such minutes are under the control and direction of the PPC and do not necessarily reflect the position of management.

Nurses shall be paid at their straight-time hourly rate for up to three (3) hours each month (non-cumulative) for service on the Professional Practice Committee.

Meetings shall be scheduled at least thirty (30) days in advance. Bargaining unit participants on the Committee must notify their respective managers of meeting dates prior to the posting of the applicable schedule. Provided actual timely notice is received, managers will take reasonable steps to schedule the participant off.

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Section 4. PPC Resolution Process

A. At the request of either party, a difference of opinion between the PPC and Nursing Administration concerning matters falling within the PPC's objectives (as defined above) will be handled by the PPC Resolution Process. The resolution process will be the exclusive means for resolving any such differences of opinion. Issues shall be presented to:

- 1) Two (2) employees designated by the Union, and
- 2) Two (2) employees (including non-bargaining unit personnel) designated by the Hospital

B. A meeting to address the difference of opinion shall be held within 14 calendar days of the referral (unless the parties mutually agree otherwise) for the purpose of jointly reviewing the original concern presented by the Professional Practice Committee, together with any information exchanged between the parties on the problem, and to begin joint discussions regarding potential resolution of the matter. Such meetings shall be held no more than three (3) times per year, and shall last no longer than two (2) hours.

C. No recommendation shall be made unless a majority of the Union and Hospital members agree. If a recommendation is made, it will be reduced to writing within thirty (30) days of the meeting.

Section 5. Not Subject to Dispute Resolution Processes

Any dispute arising under this Article, including but not limited to a dispute over the Hospital's compliance with the Article, with the exception of the pay and composition of the PPC, shall not be subject to grievance and arbitration, any other dispute resolution process, or administrative or other legal challenge.

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"Rio Grande Regional Hospital"
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February 29, 2012

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ARTICLE __

PATIENT NEEDS STAFFING

The Hospital will continue to follow the requirements of The Joint Commission (or "TJC") and Texas Health and Safety Code Title 4, Section 257. The Hospital and the Union recognize that Registered Nurses have a right and a responsibility to make recommendations related to decisions affecting the delivery of care. The parties also recognize that the Hospital has a staffing plan in accordance with the requirements of TJC and the Texas Health and Safety Code Title 4, Section 257.

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**“Rio Grande Regional Hospital”
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February 29, 2012**

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STANDARDS OF COMPETENT PERFORMANCE

Professional nursing competence has many elements. Among them a Registered Nurse shall consistently demonstrate the ability to transfer scientific knowledge from social, biological and physical sciences in applying the nursing process as follows:

- a. Formulating a nursing diagnosis through observation of the patient’s physical condition and behavior and through assessment of information obtained from the patient and others, including the health team.
- b. Performing skills essential to the kind of nursing action to be taken, explaining the plan for care to the patient and family, and teaching the patient and family how to care for the patient health needs.
- c. Assigning or delegating tasks to other care givers based on the legal scope of practice and competency of those care givers and on the preparation and capacity needed in the tasks to be assigned or delegated, and providing clinical supervision of those care givers.
- d. Evaluating the effectiveness of the care plan through observation and documentation of the patient’s physical condition and behavior, signs and symptoms of illness, and reactions to treatment through communication with the patient and health team members, and modification of the plan as needed.
- e. Acting as the patient’s advocate, as circumstances require, by initiating action on behalf of the patient consistent with the patient’s informed and expressed interest or wishes.

Nothing in this Article is intended to modify or abridge any rights or obligations created by Texas law or the requirements of The Joint Commission on Accreditation of Hospitals.

The Hospital and the Union recognize that, pursuant to the Texas Nursing Practice Act, a nurse's duty is to advocate for patient safety, however, nothing in this Article is intended to grant a Registered Nurse the right to refuse an assignment beyond what is permitted under Texas law.

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**“Rio Grande Regional Hospital”
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ARTICLE __

PROFESSIONAL PRACTICE COMMITTEE AND STAFFING

The union withdraws the following portions of their proposal made on January 13, 2011.

Article __ - Professional Practice Committee and Staffing

Section 2. Patient Needs Staffing.

B. SB 476 Required Staffing Committee

Section 4. Nurse-to-Patient Ratios.

Section 5. Resolution of Staffing Disputes.

**Section 6. Patient Care Technology Review Procedures
(including the NNOC’s last counter in Article __ - Technology
dated November 7, 2011).**

Section 8. Minimum Staffing Ratios.

**“Rio Grande Regional Hospital”
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**ARTICLE ____
STAFFING**

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- A. The Hospital shall have a staffing system based on the assessment of patient needs in conformance with the accreditation requirements of The Joint Commission and a documented staffing plan as required by Texas Health and Safety Code Title 4, Section 257.
- B. The Hospital's Plan for Provision of Patient Care and associated Staffing Matrices provide the basis for staffing decisions within the Hospital and establish guidelines for Nurse to patient staffing levels for staffing coverage in patient care units at the Hospital. A copy of the Plan for Provision of Patient Care shall be provided to the PPC and made available to bargaining unit RNs in all patient care departments.
- C. Changes to the staffing plans and matrices shall be developed based on the level and scope of care that meets the needs of the patient population (including patient acuity), the frequency of the care to be provided, and a determination of the level of staff that can most appropriately provide the type of care needed.
- D. The Hospital and the Union shall establish a Nurse Staffing Committee ("Committee") to review and ensure compliance with the staffing standards and plans contained within the Plan for Provision of Patient Care.
 - 1. The mutual goal of the Committee is to review, monitor, and, where appropriate, recommend adjustment(s) to the applicable staffing plan/matrices for each nursing unit where bargaining unit RNs are assigned to work. The Committee shall develop a process for reviewing compliance with the staffing plans.
 - 2. During the first six (6) months following ratification of this Agreement, the Committee shall meet on a monthly basis for a period of

time not to exceed two (2) hours. Thereafter, the Committee shall meet on a quarterly basis for a period of time not to exceed one (1) hour. The Committee may meet more frequently by majority vote (all Committee members present and voting) or if Section G is triggered.

3. The Committee shall consist of not more than six (6) members – three (3) Union-designated members, all of whom shall be bargaining unit RNs at the Hospital, and three (3) Hospital-designated members, all of whom shall be members of Nursing management at the Hospital, which may include Charge Nurses. *The parties may rotate their members on the committee, depending upon the issues and practice areas to be discussed at specific meetings.* The Union-designated members of the Committee may invite a representative of the Union to attend the meetings of the Committee as an observer. The Hospital-designated members of the Committee may invite another member of Hospital management to attend the meetings of the Committee as an observer. The Union designated members of the Committee shall be paid at their base hourly rate of pay for their time spent in meetings of the Committee.

4. The Hospital shall provide education to the members of the committee on the current staffing plans and the other issues addressed by the Plan for Provision of Patient Care Services and shall provide information about any changes in the staffing plans to bargaining unit RNs in the affected units. In addition, the Hospital shall provide, upon request, relevant, non-financial information to the Committee related to the Hospital's staffing plans or other components of the Plan for Provision of Patient Care Services.

5. The Committee shall discuss staffing issues in a collaborative manner and conduct its business by consensus decision making.

E. The parties agree that the number of staff assigned to a unit may vary depending upon various factors, such as the patient acuity on the unit, and patient census levels. Variations in staffing levels, either up or down, that are justified by patient acuity shall not be considered deviations from the staffing plan/matrices. The parties recognize that deviations from the staffing plan may be necessary due to changes in patient volume, unscheduled absences and other factors. The Hospital will make reasonable efforts to return the unit to staffing that meets the applicable Nurse to patient staffing levels when deviations from the staffing plan occur (either during the same shift or the next shift), including but not limited to utilizing PRN,

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agency, on call, and overtime hours. A Nurses's temporary absence from the unit during the course of his or her shift shall not be considered deviations from the staffing plan.

F. Disagreements among the Committee members or between the Hospital and the Union regarding issues covered by this Article, including disagreements related to staffing plans and the methods to monitor compliance with the plans, that cannot be resolved mutually by the parties shall not be subject to the grievance and arbitration procedures of this Agreement, any dispute resolution process other than mediation, as set forth in Section G, below, or administrative or other legal challenge. Upon a vote of at least fifty percent (50%) of the Committee members (all Committee members present and voting), unresolved disputes among the Committee members that involve an alleged pattern of Nurse staffing on a particular unit that is inconsistent with the applicable staffing plan may be referred to mediation, as set forth in Section G, up to three (3) times each year of this Agreement.

G. The parties agree, consistent with Article ___ - Management Rights, that the Hospital maintains the ultimate financial, operational and legal responsibility of providing appropriate staffing.

1. The parties agree that the Hospital has the right to amend the terms of the Plan for Provision of Patient Care and the Staffing Matrices, except the Nurse to patient staffing levels contained within the Plan for Provision of Patient Care/Matrices that specify staffing levels for Nurses, which may only be amended by the Hospital upon at least thirty (30) days notice to the Committee and the Union. Prior to implementation of the proposed changes, a special Committee meeting will be held within ten (10) days for the purpose of reviewing such proposed amendment. Majority vote of the entire Committee (all members present and voting) is necessary to approve such proposed amendments. If the Hospital's proposed amendments are not so approved by the Committee, the dispute shall be referred to mediation within ten (10) days of the notice to the union, pursuant to the following procedure.

a. The mediator shall assist the parties in reaching agreement regarding the proposed amendment.

b. A designated mediator shall be mutually selected by the Union and the Hospital to handle all disputes under this Article. If the parties have not agreed upon such a mediator within ninety (90) days of the date of

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ratification of this Agreement, a mediator shall be appointed by the Federal Mediation and Conciliation Service for each dispute that is referred to mediation under this Article.

c. Mediation of any unresolved issues shall be completed no later than thirty (30) days following notice to the Committee and the Union, unless extended by mutual agreement.

d. The costs of mediation, if any, shall be split equally by the Union and the Hospital.

2. Proposed changes to the Nurse to patient staffing levels may not be implemented by the Hospital until expiration of the time period set forth in Subparagraph (c) above.

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Article _

Flex Off - Call Off Procedure

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Section 1. Definition of "Flex Off - Call Off"

The Union and the Hospital recognize that the Hospital's staffing patterns are variable.

Fluctuations in various conditions may result in bargaining unit members being asked to delay their report time for a shift (hereinafter referred to as being "re-scheduled"). In re-scheduling a bargaining unit nurse, the Hospital will communicate to that nurse a specific new time to report for his/her delayed start of shift. Once a nurse arrives at the Hospital for a re-scheduled shift, he/she will not be "flexed off" (see definition below) for the remainder of her/his shift. If at the time of re-scheduling the nurse is not provided with a specific new start time, the nurse will be considered "On Call" with the obligations and entitlement to compensation associated with that status as outlined in Article __ - On Call, Call Back.

These fluctuations may also result in nurses being sent home from work prior to the completion of their shift (hereinafter referred to as a "flex off" or being "flexed off"). Such fluctuations may also result in the cancellation of an entire previously-scheduled shift (hereinafter referred to as a "call off" or being "called off").

Once a bargaining unit RN is flexed or called off for a particular shift, that RN will be considered off the schedule for the remainder of the shift and will not be required to maintain contact or be available to return to work unless the Hospital places that RN "On Call." If that RN then asks not to be placed on-call for that shift, the Hospital will make a good faith effort to cover the potential need by seeking another bargaining unit RN to volunteer to be on-call. If the Hospital is not successful in that effort, however, the original RN will be placed on-call.

If the nurse voluntarily accepts on call status or if the Hospital places an RN on call, that RN's obligations to the Hospital, and entitlement to compensation for being on call, shall be as defined in Article __ - On Call, Call Back.

Section 2. Flex Off/Call Off Rotation

When a flex off or call off is necessary, the Hospital will flex off/call off bargaining unit RNs in the following order, so long as the remaining bargaining unit RNs are fully competent and have the requisite skill to care for the Hospital's actual and anticipated patients.

Bargaining unit RNs will be flexed off/called off by unit and shift in the following order:

- A. Agency RNs and travelers
- B. Per diem (PRN) RNs on or who will go into overtime hours on the shift in question;
- C. Part time RNs on or who will go into overtime hours on the shift in question;
- D. Full time RNs on or who will go into overtime hours on the shift in question;
- E. Volunteers (but nothing in this agreement prevents the Hospital from utilizing volunteers earlier in the flex off/call off progression as long as the decision to do so occurs equitably);
- F. Per diem (PRN) RNs on a rotating basis;
- G. Part time RNs on a rotating basis;
- H. Full time RNs on a rotating basis.

If more than one RN in the same rotation status is impacted, the nurse with the least Hospital Seniority will be flexed off/called off first.

Upon ratification of this Agreement, the Hospital will begin to apply the order of selection outlined in this Article on a continuing basis and will not restart that rotation on a monthly or yearly basis. The Hospital will maintain an electronic flex off/call off rotation record in the Staff Rx.net Facility Scheduler (or any future replacement system) and will make that data available to bargaining unit RNs for review at reasonable times upon request. Training on the Staff Rx.net Facility Scheduler will be made available to bargaining unit RNs initially during new hire orientation and annually thereafter. Bargaining unit nurses will be given access to the scheduler system in order to review the call-off/flex-off status of all bargaining unit nurses in the department.

Section 3. Notice

The Hospital will make a reasonable effort to give bargaining unit nurses two (2) hours notice prior to the beginning of a shift of a call-off but the Union and the Hospital recognize that at times factors beyond the Hospital's control will make that impossible. In such cases the Hospital will give the nurse notice of the call-off as soon as possible. If the Hospital gives less than one and one-half (1 1/2) hours notice prior to the start of the nurse's shift that the nurse is not needed for that shift, the nurse shall be entitled to two (2) hours work or pay at the Hospital's discretion.

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For purposes of determining whether the Hospital has given notice under this Section, it shall be sufficient if the Hospital attempted to contact the employee in the manner in which it customarily contacts employees. It is the responsibility of each bargaining unit nurse to ensure that the Hospital has the nurse's most current contact information. Failure to do so shall exempt the Hospital from such notification requirement and from the above guarantees.

Section 4. Use of PTO

If a full time or part time bargaining unit RN is flexed off/called off from scheduled work, the Registered Nurse may use his/her own accrued PTO, at the nurse's discretion, to cover the hours lost or may elect to take the time off unpaid.

Section 5. Remedy

If a bargaining unit RN is called off in error under Section 2 of this Article, the exclusive remedy for that mistake will be to offer that nurse a shift to replace the hours improperly lost. The replacement shift shall be offered in the current or next subsequent pay period and such replacement shift shall not result in the affected nurse or any other bargaining unit nurse being flexed or called off.

Section 6. Flex Off/Call Off Time as Time Worked

If a bargaining unit nurse is flexed off or called off, the hours that the nurse was scheduled to work but which were not worked as a result will count as time worked for purposes of PTO/EIB accrual.

Section 7. Float Opportunity

Before a full-time or part-time bargaining unit nurse is flexed off, the Hospital will make a good faith effort to float that nurse in accordance with Article__ - Floating. If a nurse is floated in lieu of a flex off, the float will not count as a flex off for rotation purposes under Section 2.

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Article ____

Floating

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Section 1. General

It is understood by the parties that staffing patterns are variable due to fluctuations. Such fluctuations may result in bargaining unit RNs covered by this Agreement being required to float to other units prior to the completion of their shift. For the purpose of this policy, to "float" means a temporary assignment to a unit other than the nurse's regularly assigned unit.

Consistent with the provisions of this Article, bargaining unit RNs will float to units as directed by the Hospital, but will not be required to perform duties for which they are not qualified. The Hospital retains the right to determine, in its good faith judgment, whether the bargaining unit RN is qualified to perform the duties of a float assignment. In making that determination, the Hospital will consider completion of a unit orientation and current validated competencies. Consistent with standards established by The Joint Commission, the Hospital will develop competency standards/requirements for each unit, which shall include competency standards for Registered Nurses performing assignments on that unit. Before being given an assignment during a float from his/her regularly assigned unit to another unit, the competency of the nurse shall be validated based on those unit specific standards which are relevant to the patient assignment(s) the nurse will be asked to perform during the float in question. A bargaining unit RN may be temporarily assigned at the Hospital's discretion to a unit for the purposes of unit orientation and/or training to enable that Employee to float to the like unit in the future.

Section 2. Procedure

A. Selection Sequence: When the Hospital makes a determination that it is necessary to float one or more bargaining unit RN (for reasons other than training and orientation), the bargaining unit RN(s) will be floated from a given unit.

within a given classification in the following order:

- (1) Volunteers;
- (2) Agency RNs and travelers;
- (3) Per diem (PRN) RNs;
- (4) Part-time RNs on a rotational basis.
- (5) Full –time RNs on a rotational basis.

A log will be maintained for validation and equity purposes in relation to this rotation and to prevent any one person or group from bearing an unfair percentage of the float obligation. The log will be kept on the unit and will be available for bargaining unit RNs to review.

Exceptions to, or departures from, the sequence set forth above may occur if, in the good faith judgment of the Hospital, the individual scheduled to float does not possess the skills required in the receiving unit or has unique skills needed in the giving unit.

B. Partial Shifts: If an Employee is not needed for the entire shift in the unit to which he/she was floated, the Employee may be returned to his or her home unit or may be flexed off, subject to the provisions in Article __ Flex Off – Call Of Procedure, if no longer needed.

Section 3. Eligibility

New bargaining unit RNs, including per diem employees, with less than one (1) year of experience in their assigned unit shall not be required to float for the first one hundred eighty (180) days of employment. All other newly hired bargaining unit RNs (full-time and part-time) will join in the float rotation after the completion of ninety (90) days of employment. All other per diem RNs shall be required to float after having completed unit orientation and validated competencies. No Employee will be floated to an assignment until the appropriate unit orientation and competency checklist(s) have been completed except as noted in Section 4 below.

Section 4. Assignment and Introduction

Whenever a bargaining unit RN is floated, the assignment will be made by

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the unit/department manager, supervisor or designee/Charge RN commensurate with the skills and validated competency of the nurse, the needs of the patients, the type of technology required for the assignment, and the degree of supervision required. If the RN has not floated to a particular unit before, the Employee will be given a brief introduction to the physical environment, routine, and any charting requirements for that unit by the unit/department manager, supervisor or his/her designee. If requested, a resource nurse will be identified to support the floated nurse throughout the balance of that shift.

A bargaining unit RN will only be floated to a patient care unit within the "clusters" or "like units" identified below subject to the following limitations. RNs will not be floated outside these "clusters" or "like units" unless, in the good faith judgment of the Hospital, urgent patient care needs require such floating because of the unavailability of staff to float from a "cluster" or "like unit." In this situation, RNs may be floated outside a cluster/like unit even if they do not have current validated competencies for that unit, but in that event will only be assigned duties consistent with the designated core competencies of any RN (a "functional/helping hands float"). Bargaining unit RNs may also be floated outside a cluster/like unit if they volunteer to do so but must have current validated competencies for that unit.

Floating to another unit to care for patients who are being held in that unit pending the availability of beds in a "cluster" or "like unit" is considered floating to a "cluster/like unit". Additionally, if an RN is sent to a unit to care for a patient that could have been placed in the RN's regularly assigned unit based on the patient's needs, such assignment is not considered "floating" for purposes of this Section.

"Cluster" or "Like units" are defined as follows:

Sending Department/Unit	Receiving "Like Unit"
<i>LIKE UNITS TO BE DETERMINED IN LOCAL BARGAINING</i>	

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Section 5. Concerns Over Floating Assignments and Complaints

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

If the Unit or Department Manager/Clinical Manager and Charge Nurse/Supervisor conclude that the assignment is appropriate, the RN shall accept the assignment and perform to the best of his/her capabilities. Nothing in this Article alters, in any way, the rights of a bargaining unit nurse *or the Hospital* under the Texas Nurse Practice Act, including the right of a nurse to declare safe harbor.

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Article ____

Meal Periods and Rest Breaks

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Section 1. Meal Periods

Bargaining unit nurses will receive one (1) thirty (30) minute uninterrupted unpaid meal period per scheduled shift, provided the employee works at least six (6) hours of a scheduled shift. The Employee must punch out and in for each such meal period.

Meal periods shall not be arbitrarily and capriciously withheld consistent with patient care and operational needs. If patient care and operational needs require the nurse to work during the meal break, the nurse will be paid for the entire scheduled meal period. If the nurse is unable to take a meal period or is not relieved of duty during a meal period due to patient care or operational needs, the nurse will advise his/her supervisor (or designee) as soon as possible (to give the supervisor an opportunity to adjust work assignments or provide an alternative meal period) and to submit, in writing on the day of the occurrence, confirmation of a missed meal period.

Unless the bargaining unit nurse agrees otherwise, the Hospital will make reasonable efforts to schedule meal periods no less than three (3) hours after the start of the nurse's scheduled shift and no less than three (3) hours before the end of the bargaining unit nurse's scheduled shift.

Section 2. Rest Breaks

Bargaining unit nurses who work a shift of at least eight (8) hours or more will receive two (2) fifteen (15) minute paid rest breaks. While patient care and ..

operational needs must always take precedence, rest breaks will not be arbitrarily and capriciously withheld.

Consistent with the Fair Labor Standards Act, reasonable break time will be provided to nursing mothers to express breast milk for her nursing child for one (1) year after the child's birth and each time the nurse has the need to express the milk. A private and secure location, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public shall be provided for this purpose.

Section 3. Combination of Breaks

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

Section 4. Use of Meal Periods and Rest Breaks.

Employees may leave the Hospital premises during the unpaid meal period unless operational needs require that the Employee be available for immediate recall to work. Employees who wish to leave the Hospital premises during the unpaid meal period must notify the charge nurse or supervisor. In the event a bargaining unit nurse is required to remain at his/her work station (e.g. a nurse's station) during the unpaid meal period, the bargaining unit nurse shall remain in pay status.

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

Section 5. Compliance with State and Federal Law

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

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February 29, 2012

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Article __

Union Security

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Section 1. Deduction and Remittance of Union Dues

This Article will become effective the first pay period beginning thirty (30) days after ratification of this Agreement and will terminate upon expiration of this Agreement. Beginning with the first full pay period following receipt in Human Resources of copy of a properly executed written authorization from a bargaining unit nurse, the Hospital agrees to deduct from the nurse's bi-weekly pay a charge equal to the dues Union members pay, regardless of the nurse's status in the Union, and to remit that charge to the Union within fourteen (14) calendar days from the date of deduction, together with an electronic list of all nurses for whom deductions have been made, the amount of said deductions, and the number of hours worked by the nurse in the pay period. In the event that no wages are due to a nurse who has authorized a deduction, or the nurse's wages are insufficient to cover the authorized deductions, the deductions shall be made from the first wages of adequate amount next due the nurse.

Section 2. Amount of Dues

The Union will advise the Human Resources Director, in writing, of the current rate of Union membership dues. The Union will also advise the Human Resources Director, in writing, of any changes in the amount of membership dues.

Section 3. Revocation of Authorization

A bargaining unit nurse's authorization shall remain in effect for one year and shall be automatically renewed for periods of one year on each anniversary of the date the authorization was originally signed, or until expiration of this Agreement, whichever is sooner. A nurse may revoke that authorization by sending written notice of revocation to the Hospital and to the Union by registered mail not

less than seven (7) days prior to the expiration of the yearly period, or the expiration of this Agreement, whichever is sooner.

Section 4. Preservation of Bargaining Unit

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

Section 5. PAC Contributions

The Hospital will remit contributions to the Union's Federal Political Action Committee ("PAC") fund upon receipt of a written assignment of wages from a bargaining unit nurse, submitted in a form agreed to by the Hospital and the Union. That remittance shall be accompanied by an electronic list of all nurses for whom remittances have been made and the amount of said remittances.

Section 6. Indemnification

The Union agrees to indemnify and hold the Hospital harmless against any and all liability, responsibility, claims, suits, debts, damages, demands, orders or judgments that may arise out of any action or omissions by the Hospital in accordance with the provisions of this Article or in reliance upon the authorization mentioned in this Article.

The Union assumes full responsibility for the disposition of monies so deducted once they have been turned over to the properly designated official of the Union.

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Article ____

Management Rights

Section 1. Reservation of Management Rights

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

Section 2. *Illustration of Management Rights*

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

1. To ~~control~~, direct, supervise and manage the working force;
2. To determine whom to employ, including the qualifications, recruitment, selection, and hiring of Employees;
3. To establish the initial rate of pay for each newly hired Employee;
4. To train, promote, demote, transfer, layoff and recall Employees;
5. To discipline and discharge Employees for *just* cause;
6. To create, establish, adopt, change or rescind Hospital rules, guidelines, policies and procedures governing work, conduct, attendance, safety, and the use of Hospital facilities, equipment, and systems;
7. To establish and alter the size and composition of the work force;
8. To establish and alter the number and qualifications of Employees that may be assigned to any unit, procedure, group of patients, or job;
9. To establish and alter job duties and the division of duties between job classifications and the employees within those classifications;
10. To specify work requirements and assign work duties;
11. To float employees *in accordance with Article ____ - Floating*;
12. To establish and alter the number, qualifications and identity of Employees assigned to any particular shift or operation;

13. To establish and alter staffing levels and/or ratios;
14. To establish and alter the schedule of operations and hours of work, including the number and hours of work per day and per week, the number of shifts required, the starting and ending times of such shifts, the number and length of any break times and meal times during each shift,
15. To establish and alter working schedules;
16. To place Employees on stand-by to ensure availability of staff;
17. To hire and utilize personnel from outside the bargaining unit including from nursing registries and other temporary help agencies for designated periods of time;
18. To assign or allow persons employed in supervisory, managerial, or other non-bargaining unit positions to perform bargaining unit work;
19. To establish, alter, and direct policies, modes and methods of providing patient care;
20. To establish, alter, and enforce standards for the quality and quantity of work required to be performed in all jobs;
21. To alter, rearrange, change, extend, limit, curtail, suspend, cease or close any or all of its services or operations;
22. To contract out, subcontract, and/or sell any bargaining unit work or services;
23. To assign, transfer, relocate, suspend, cease, or close any bargaining unit work or services;
24. To determine the number, location and types of facilities;
25. To determine the services to be performed, the types of patients, and the location or unit where such services will be performed;
26. To determine the equipment, machinery, materials, methods or processes to be employed in the performance of bargaining unit work;
27. To introduce new or improved equipment, machinery, methods or processes and to change or eliminate existing equipment, machinery, methods or processes; and
28. To automate methods, processes or operations.

Section 3. Intended Effect

It is understood that the Hospital shall not be obligated to bargain with the Union over the decision to exercise, or the effects of the exercise, of the management rights described in this Article. Additionally, the Hospital's exercise of its management rights described in this Article shall not be subject to the grievance and arbitration provisions of this Agreement.

The terms and provisions of this Agreement shall be effective only so long as the facilities described in the Article entitled "Recognition" are in operation, and it is recognized that the Hospital shall have the unrestricted right and privilege in its sole discretion, to suspend or cease the operations of the facilities or its

businesses at the facilities, or any phase or part of such business or operations, whenever, in the opinion of the Hospital, good business judgment makes such curtailment or discontinuance advisable.

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**“Rio Grande Regional Hospital”
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February 29, 2012**

Article __

Complete Agreement

It is acknowledged and agreed that in the course of negotiations preceding the execution of this Agreement, matters and issues of interest to the Union, the Employees and the Hospital pertaining to wages, hours and other terms and conditions of employment were fully considered and negotiated, that each party was afforded the unrestricted right to pursue and discuss proposals pertaining to such matters, and that the understanding and agreements arrived at by the parties during the course of these negotiations are fully set forth in this Agreement. This Agreement constitutes the entire Agreement between the parties hereto and supersedes all previous agreements, commitments, or practices, whether oral or written, unless expressly stated to the contrary herein.

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"Rio Grande Regional Hospital"
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ARTICLE __

Registered Nurse Responsibility

The Union withdraws the proposal made on September 8, 2011.

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**"Rio Grande Regional Hospital"
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Hospital Package: On Call, Call Back and Holidays.

Package to be Accepted or Rejected in Its Entirety

The parties reserve the right to revisit these economic items, by mutual agreement, during Economic Bargaining

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Article __

On Call, Call Back

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Section 1. The Hospital may require a bargaining unit nurse to remain on-call whenever, in the judgment of the Hospital, it is necessary to do so to be assured of having adequate staff available. Nurses who are on-call must remain available to the Hospital and if called in must report to work within thirty (30) minutes of receiving the call. It is the nurse's responsibility to provide the Hospital with a phone number for purposes of receiving call. The nurse must ensure that any telephone number given to the Hospital for this purpose is current and up to date and that such phone remains available for incoming calls while the nurse is on call. If the Hospital makes pagers available, they may be used as an alternative to the phone.

For each hour a bargaining unit nurse is required by the Hospital to be on-call, including Holiday and Weekend call, the nurse will be paid on-call pay at an hourly rate equal to 25% of the nurse's base hourly rate of pay. On-call pay ends when the nurse is called back to, and arrives at (clocks in), the facility.

Section 2. Nurses who are on-call and required by the Hospital to return to the facility will be paid a call-back premium of one and one-half (1 1/2) times the nurse's straight time hourly rate (base rate) for all hours actually worked. If called back after leaving the facility, the nurse will also receive a minimum of two (2) hours work at the call-back premium rate during the call back.

Section 3. Nurses are entitled to on-call pay and the call-back premium only when they have left the Hospital grounds and have been called to report back to work. A nurse will not receive call-back pay for any hours the nurse is scheduled to work and call-back pay will cease when the nurse moves into overtime status. Nurses will not receive call-back premium for returning to the Hospital to attend a staff development meeting or other scheduled meeting.

Section 4. Nurses on call-back must communicate with their Director, or designee, and obtain permission prior to leaving work following a call-back.

Section 5. If a nurse is on-call and cannot be contacted, or is unable to report to work, the nurse will not receive on-call pay for that period. The nurse may also be subject to disciplinary action for the failure to report for call-back.

"Rio Grande Regional Hospital"
Counter Proposal
February 29, 2012

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Article __

Holidays

TA
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2/29/12

Section 1. Recognized Holidays

The following Holidays are recognized by the Hospital:

New Years Day

Memorial Day

Independence Day (July 4th)

Labor Day

Thanksgiving Day

Christmas Eve

Christmas Day

Section 2. Holiday Pay for Hours Worked

All full-time, part-time and PRN bargaining unit nurses who are required by the Hospital to work on one of the above-referenced days shall be paid a Holiday Differential of \$1 per hour worked between 11:00 P.M. the night preceding the Holiday until 11:00 P.M. the night of the Holiday.

A nurse whose shift starts before 11:00 P.M. the night before the Holiday or ends after 11:00 P.M. the night of the Holiday will be paid the Holiday Differential for the entire shift if the nurse works five or more hours during the defined Holiday period. The maximum Holiday Differential for any nurse is twelve (12) hours for any individual Holiday. *Holiday Differential will be paid in combination with shift differential and weekend differential.*

TA to replace TA executed on September 9, 2011

October 4, 2011

(Gulf Coast)

Article __

**Posting and Filling of
Vacancies**

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Section 1. Job Postings

If the Hospital decides to fill a vacancy in a bargaining unit position, including those resulting from newly created positions that will be covered by this Agreement, it will post a notice of the vacancy ~~in the manner it has customarily posted such notices in the past electronically on the Hospital's electronic posting board for three (3) business days (excluding Saturdays, Sundays and Holidays)~~ five (5) calendar business days (excluding Saturdays, Sundays and Holidays) prior to filling the vacancy. This posting will specify the minimum qualifications required for the position, the unit/department, regular assignment, shift, and job status (i.e., full-time, part-time or per diem). Nothing in this Article shall be construed to require the Hospital to post any vacancy which the Hospital decides not to fill.

Bargaining unit nurses may apply for a posted position by completing the appropriate documentation and submitting same to the Hospital's Human Resources Department. *A bargaining unit nurse who has active discipline, as defined in Article __ - Disciplinary Action, Section 7, shall be ineligible to apply for a posted open position.*

If no bargaining unit nurse applies for the posted position within the five (5) calendar ~~three (3)~~ business day posting period, the Hospital may proceed to fill the position as it deems appropriate, including filling the position with a non-bargaining unit nurse or an external candidate. A bargaining unit nurse who applies for a posted open position outside the posting period established by this Article shall not be entitled to any preference relative to candidates who are not bargaining unit members or who are external candidates.

Section 2. Temporary Filling of Vacant Position

After the vacancy occurs and before it can be filled under the process identified herein, the Hospital may temporarily assign an employee, or may use an agency employee, to fill the vacancy during the posting period and for a reasonable time thereafter so long as the Hospital is actively seeking to fill the vacancy.

Section 3. Selection Among Qualified Candidates

In filling posted vacant bargaining unit positions WHEN BARGAINING UNIT NURSES TIMELY APPLY, the Hospital will select the candidate who is, in the sole good

faith judgment of the Hospital, the best qualified for the position, based on the candidate's requisite experience, skill, ability, training, education, certification or credentialing needed to perform the duties of the position, and overall job performance including past disciplinary record, and attendance record. Except as noted in Section 1 above, i Internal applicants shall be given preference over external applicants, but a non-bargaining unit employee or external applicant may be selected for a vacant position within the bargaining unit if the Hospital determines there are no satisfactory *qualified* applicants from the bargaining unit or if the non-bargaining unit employee/external applicant possesses qualifications as defined above which are *demonstrably* superior to that of the bargaining unit applicant(s). The determination of the minimum qualifications for a position will be the sole and exclusive right of the Hospital.

~~In the event that the qualifications of two or more of the best qualified internal candidates are, in the opinion of the Hospital, substantially equal, If the Hospital determines, in its good faith judgment, that a candidate has demonstrably superior qualifications then the Hospital will award the position to that candidate. Otherwise, the Hospital will award the position TO THE BEST QUALIFIED BARGAINING UNIT CANDIDATE. IN THE EVENT THE QUALIFICATIONS OF TWO OR MORE OF THE BEST QUALIFIED BARGAINING UNIT CANDIDATES ARE, IN THE OPINION OF THE HOSPITAL, REASONABLY EQUAL, THE HOSPITAL WILL AWARD THE POSITION in the following order:~~

- A. First, to the full-time or part-time applicant with the greatest ~~Unit/Department~~ *Hospital* Seniority working in the unit/department where the vacancy exists;
- ~~B. Next, to the full time or part time applicant with the greatest Hospital Seniority;~~
- C. [B.]Next, to the per diem applicant with the greatest ~~Unit/Department~~ *Hospital* Seniority working in the unit/department where the vacancy exists; and
- D.[C.] Next, to the ~~per diem full-time or part-time internal~~ applicant with the greatest Hospital Seniority.
- E. [D.] Next, to the per diem internal applicant with the greatest Hospital Seniority.
- F. [E.] Then to a non-bargaining unit applicant.

Section 4. Time Frame for Transferring Employee to New Position

The Hospital will make a reasonable effort to place a successful applicant in the new position within ~~sixty (60)~~ *forty-five (45)* days after a placement decision.

Section 5. Evaluation Period After Promotion or Transfer

~~Employees~~ *Bargaining unit nurses* who are placed into another bargaining unit position through this post and bid process shall have their performance evaluated for up to ninety (90) days. If at any time within such ninety (90) day period the ~~Employee nurse~~ fails to perform satisfactorily, the Hospital may return the ~~Employee nurse~~ to his/her former position (if the position is still available), including shift, assignment, scheduled hours, and rate of pay without loss of seniority. ~~Nothing in this Section shall preclude the Hospital from disciplining or discharging a transferred or promoted Employee during the ninety (90) day evaluation~~

~~period for just cause, consistent with Article ____ Disciplinary Action.~~

If the ~~Employee~~ *nurse* finds the position undesirable, she/he shall have no more than ~~fourteen (14)~~ *five (5) business* days to request a return to her/his immediately former position. Upon such *timely* request, the nurse will be returned to that former position (same shift, scheduled hours, and rate of pay). ~~but only if a vacancy exists, such return occurs within fourteen (14) days and the Hospital agrees that the nurse may return.~~

Section 6. Eligibility for Future Vacancies

Candidates selected to fill vacancies in accordance with this Article will be ineligible to apply for other vacancies for ~~one (1) year~~ *six (6) months* from the date the position is filled, unless that ~~one (1) year~~ period is waived in writing by the Hospital.

~~"Texas Hospitals"~~
~~Counter Proposal~~
~~October 5, 2011~~

Article ____

Bereavement Leave

In the event of the death of an "immediate family member," as defined below, regular full-time and regular part-time benefit-eligible bargaining unit nurses will be eligible for bereavement leave to replace hours lost, not to exceed their FTE status for any pay week, for up to twenty-four (24) regularly scheduled hours paid at their base rate of pay. *A nurse has the option of taking the bereavement leave in two twelve hour, or three eight hour, shifts. While PRN RNs are not eligible to take paid bereavement leave, the Hospital will allow PRN RNs to take unpaid leave for up to twenty-four (24) hours off scheduled shifts when an immediate family member dies.*

For the purpose of this Article, the phrase "immediate family" shall mean: legally recognized spouse, child/step-child, parent/step-parent, parent-in-law, brother, sister, grandparent, grandchild, daughter-in-law, son-in-law, legal guardian/ward and common domicile partner.

Bereavement leave/pay must be taken within thirty (30) days of the immediate family members' death unless a supervisor approves a longer period due to extraordinary circumstances (e.g. death of active military member where the length of time until the funeral/memorial service is longer than 30 days). A nurse who is on a paid leave of absence or scheduled PTO may substitute bereavement pay in the event of a death as described above. Nurses who are on an unpaid leave of absence are not eligible for bereavement pay.

A bargaining unit nurse may, with prior supervisory approval, take up to three (3) additional days off at the Hospital's discretion. *Approval of additional time requested off shall not be unreasonably withheld.* Any additional time off will be deducted from the employee's PTO balance. If the employee does not have sufficient PTO to cover the extended time off, the supervisor may approve unpaid time.

Time missed associated with bereavement leave as provided under this article shall be an excused absence.

The manager may request *reasonable* documentation to support the employee's request for bereavement pay.

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Article _____

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10/6/11

[Union proposal regarding “benefits and programs available through the parent company of the Hospital” moved to general benefits discussion.]

~~"Texas Hospitals"
Counter Proposal
October 5, 2011~~

Article ____

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NNOC
10/6/11

TIME OFF TO VOTE

The Hospital and the Union recognize the importance of the federal, state, county and municipal election process but agree that bargaining unit employees wishing to vote should normally do so outside their scheduled working hours and on their own time. A bargaining unit nurse who, because of his/her work schedule, does not have two consecutive hours outside his/her working hours during which time the polls are open, will be granted *paid* time (*paid at the nurse's regular rate*) off to vote (not to exceed two hours) without penalty as that term is defined under Texas state law (Tex. Elec. Code Ann. Section 276.004). The nurse must be a registered voter.

**“Rio Grande Regional Hospital”
Counter Proposal
May 25, 2012**

Article ____

Prevailing Benefits

The Hospital will continue for the duration of this Agreement the identified policies and practices set out in **Appendix __** Prevailing Benefits and **Appendix __** ~~Differentials~~ that are in effect at the time of signing this Agreement. These policies and practices will only apply to those ~~Employees~~ *bargaining unit nurses*, units and departments, and under those circumstances, in which they apply at the time of the signing this Agreement. The Hospital agrees that, to the extent other bona fide past practices are identified during the term of this Agreement, the Hospital will not change such practices in an arbitrary or capricious manner. If there is a dispute over the existence of a past practice, such dispute shall be subject to the grievance and arbitration provisions of this Agreement.

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Appendix __ Prevailing Benefits

1. Holiday Meals—Christmas, Thanksgiving, Hospital/Nurses Week
2. Employee Recognition— *such as Goodie Bags, the Birthday Movie Card present, Monthly Birthday luncheon, Birthday breakfast, \$25 Christmas gift card, and the Ice cream socials with eligibility, events and programs to be determined by the Hospital*
3. Gifts for Hospital/Nurses Week
4. Cafeteria discounts and free Coffee and Teas in Break rooms and Cafeteria
5. ~~Free Classes and time paid for attendance at BLS, ACLS, PALS, NRP, ENCC, TNPC, EKG and Fetal Monitoring.~~
6. Free flu shots, Hep B Screen and vaccine, TB Screen
7. Service Award Luncheon
8. *Medical/Vision Spending Account, Day Care Spending Account, HCA Scholarship Program, Wells Fargo Student Loan Program, Adoption Assistance, Hope Fund, Direct Deposit, EAP, HCA Reward Consumer Discount Program (on the same basis and as long as they are offered to non-bargaining unit employees)*
9. *Free parking within reasonable proximity to the Hospital*
10. Evening/Night Shift: \$2.50/\$3.00
11. Preceptor: \$1.00
12. Relief Charge: \$1.00
13. Weekend: \$1.00
14. ~~Prime Pay: Time and one half~~ Extra Shift Staffing Bonus: \$3
15. ~~Critical Care~~ Special Care Unit (ICU): \$5.00
16. Emergency: \$3.00
17. Labor and Delivery: \$3.00
18. Open Heart: \$5.00

1 Rio Grande Regional Hospital

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8 NNOC Proposal of May 24, 2012

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11 ARTICLE _____

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13 **PAID TIME OFF ("PTO") AND**
14 **EXTENDED ILLNESS BANK ("EIB") PLANS**
15

16 The Hospital agrees to maintain the PTO and EIB Plans for the duration of this
17 Agreement. However, changes and/or substitutions to such plans may be made provided the
18 Hospital: (a) affords the Union 60-days' notice of the change; (b) agrees to bargain with the
19 Union over the effects of the changes and/or substitutions, and (c) the change(s) and/or
20 substitution either (1) apply prospectively (i.e. current employees maintain the current benefit),
21 or (2) do not result in a material and substantial decrease in the overall plan benefit.
22

23 Employees will not be required to obtain their own replacement or coverage for a PTO
24 request that is made and approved prior to the posting of the schedule. Employees may elect to
25 utilize PTO in any pay period in which the Employee works less than their FTE equivalent,
26 provided that Employees may not exceed their FTE equivalent. ~~In addition, if a full time or part~~
27 ~~time Employee who accrues PTO is called off from scheduled work, the Employee may use his~~
28 ~~own accrued PTO, at the Employee's discretion, to cover the hours lost.~~

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"Rio Grande Regional Hospital"
Counter Proposal
May 25, 2012

Article ____

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Continuing Education

Fulfilling the continuing education requirements associated with being a Registered Nurse is the professional obligation of each RN. In support of that requirement, the Hospital will continue the practice of providing bargaining unit nurses certain continuing education classes, in the Hospital, free of charge. The time a nurse spends in these classes is not work time and will not be compensated by the Hospital. The Hospital retains the sole discretion to determine the number, frequency and subjects to be covered in these classes. The parties recognize that the number, content and duration of such classes will vary from year-to-year.

If the Hospital requires a nurse to maintain a certification as a mandatory job requirement, examples of which are BLS, ACLS, ENPC, FNPC, NRP, PALS and TNCC, the Hospital will compensate the nurse at her base rate of pay for the actual time spent by the nurse in completing the training class. Nurses should attempt to meet such requirements through classes offered by the Hospital but may take a class outside those offered by the Hospital when necessary and with approval from his/her Department Director.

In the event the Hospital requires a nurse to complete a mandatory training class during scheduled work hours, *examples of which include annual Code of Conduct training, Fire Safety and HIPAA compliance training*, the nurse will be compensated at his/her base rate of pay for the time spent in the class and the nurse will be relieved of his/her patient assignment during the time associated with completing such class. This provision does not apply to short duration training events, for example a quick in-service or a brief orientation, in which case the nurse will maintain his/her assigned patient load.

"Rio Grande Regional Hospital"
Counter Proposal
May 24, 2012

Article ____

On Call – Call Back and Differentials

When a bargaining unit nurse is on call and called back to the Hospital during an evening, night or weekend shift as defined in Article __, he/she will be paid any applicable differential as specified in that article. The call back premium (one and one-half times the nurse's base rate) specified in Article __ On Call, Call Back will not be applied to the differential amounts.

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"Rio Grande Regional Hospital"
Counter Proposal
May 24, 2012

Article _

Flex Off - Call Off Procedure

The following will be added as the last sentence in the first paragraph of **Section 3.**
Notice:

If a bargaining unit nurse begins work but is flexed off before completing two (2) hours of work, the bargaining unit nurse will, nevertheless, be paid for two (2) hours of work at his/her base rate.

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"Rio Grande Regional Hospital"

Counter Proposal

May 24, 2012

Article ____

Emergency Situations

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Section 1. Preparation for the Emergency

In the event of an emergency situation, such as an internal or external disaster, (including but not limited to when national, state, or local authorities declare a state of emergency), Department Directors will assess current and projected activity levels and will determine staffing needs for the anticipated emergency situation. Staffing plans for the emergency will be developed by the Hospital as the potential emergency evolves. In this staffing plan, the Hospital will identify those nurses who will be required to report to work as directed by the Hospital prior to the emergency ("A-Team") in order to staff the Hospital during the emergency. The Hospital will also identify those nurses who will be required to report to work as directed by the Hospital after the emergency passes (that is when the Emergency Management Authority announces that non-essential personnel can return to the city) ("B-Team") in order to relieve the other staff. The Hospital may assign employees to one group or the other based on operational and patient care needs, but will give nurses the opportunity to articulate and will take into consideration any individual needs articulated by a nurse (including but not limited to a nurse who has a family member with a disability or special medical needs). The Hospital will consider such requests in good faith but retains the right to make such assignments based on operational and patient care needs. A nurse who believes he/she has been placed in such an emergency assignment unfairly may grieve the assignment under Article ____ - Grievance Arbitration, but the issue shall not be subject to arbitration.

Section 2. Special Considerations

The parties understand and agree that it is essential for nurses to report to work during an emergency situation as patient lives may be at stake. Therefore, nurses who are scheduled to report to work during an emergency period are expected to report to work. Employees who are ~~already on~~ *approved for* two (2) or more consecutive days of PTO, scheduled and approved two (2) weeks in advance, are excused from reporting if the report date is during their scheduled time off.

The Hospital recognizes that there may be some circumstances where an RN cannot report to work despite making every reasonable effort to do so. A nurse who, despite every reasonable effort cannot report to work due to the impact of the emergency, must contact his/her supervisor (or designee) regarding his/her situation at the earliest possible opportunity. If an RN can establish that s/he could not report to work despite making every reasonable effort to do so, the Employee may charge the absence to accrued PTO and will not be subject to discipline. However, if an Employee fails to make every reasonable effort to report to work during an emergency, discipline may be imposed. If the discipline is disputed in arbitration or otherwise, it shall be the nurse's responsibility to establish that every reasonable effort to report to work was made.

Per diem RNs that have primary Full-Time or Part-Time employment with a health care employer other than the Hospital will not be assigned to either of the report teams for emergency response, provided that such nurse certifies to the Hospital the name, address, and contact information of the primary employer, and provided further that said employee immediately notifies the Hospital of any change in their primary employment.

Section 3. Compensation

A nurse who is required by the Hospital to report to the Hospital or to remain at the Hospital due to the emergency situation, shall be compensated at his/her base hourly rate of pay for all hours that the nurse is required to remain at the Hospital except when a nurse is given non-compensable sleep time consistent with the Fair Labor Standards Act. Consideration will be given to providing staff relief during a prolonged stay if nurses are required by the Hospital to remain until officially replaced. All compensable hours shall be considered hours worked for all purposes, including computation of overtime and benefit accruals.

No nurse's regularly-scheduled hours will be reduced to avoid continued overtime pay as a result of the emergency situation, unless mutually agreed upon or otherwise expressly permitted by this Agreement.

Section 4. Other Procedures.

In the event of an emergency, the Hospital will undertake reasonable steps to address the health needs of its patients and employees who work immediately before, during, and immediately after the emergency, including:

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1. When the threat of an emergency situation is announced (e.g., a "hurricane watch" when hurricane conditions are projected to reach the Hospital within 48 hours), management shall assess current and projected activity levels and determine staffing needs for the emergency period based upon the projected severity of the situation.
2. To the extent possible, any "A" team members who are scheduled during the 24-hour period prior to an anticipated lock-down will be relieved by "B" team members to allow for personal preparations and rest prior to returning to the facility for disaster duty. "B" Team members are required to be available for coverage during the 24 hours prior to an anticipated lock-down to allow Team "A" members to make preparation and rest.
3. When an emergency situation is imminent, the CEO (or designee) shall direct department directors to communicate the "A" team report times (e.g., in the event of a hurricane approaching landfall, the timing of the communication would take into account the strength and scope of the projected winds, the projected speed of the hurricane, etc., in an effort to provide employees with sufficient notice to report to the facility in advance of the storm). A time shall be established for all scheduled personnel to report automatically in the event telephone service is disrupted. Unless otherwise communicated, current schedules remain in place. Conditions permitting, the Hospital will make reasonable effort to notify the Union of report times and the "anticipated emergency period."
4. The "A" team report time shall, if possible, be at least three (3) hours prior to the time emergency conditions are forecast to make travel unsafe. The parties agree that one of the primary goals when setting the report time is to provide sufficient time for nurses to travel safely to and from their residences and the facility.
5. Unless informed otherwise by the Hospital, when the Hospital, in consultation with the federal, state and local emergency management

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authorities, announces that "essential personnel" may return to the city, all nurses on the "B" team shall report to work immediately.

6. The Hospital will make every reasonable effort to provide adequate sleeping accommodations for nurses who are required to sleep at the facility during an emergency, to the extent that space and conditions allow. When available, patient rooms may be assigned to staff for that purpose.
7. The Hospital will make every reasonable effort to maintain an adequate supply of food and water to meet the basic nutritional needs of patients and staff (as well as any family members present in the Hospital) for the predicted severity and duration of the emergency. So long as conditions permit, the cafeteria will provide complimentary meals to nurses (and pre-registered family members) who are scheduled to work as long as they are unable to leave the Hospital due to the emergency conditions. Nurses with special dietary needs should plan to bring foods to meet those needs.
8. Nurses shall make every reasonable effort to provide care for their immediate family members and pets outside the Hospital for the duration of the emergency. After consultation with the Hospital, Hospital facilities may be used for family members but only as a last resort when such alternative arrangements are not available.

Section 5. Unpredictable Nature of Emergency Situations.

The parties recognize that emergency situations are varied and often unpredictable. Nothing contained herein shall be construed to limit the appropriate provision of patient care services during an emergency