**The Union reserves the right to add, change, modify, delete or subtract any and all contract proposals during this negotiation.**

Proposed changes to the Collective Bargaining Agreement between the United Steelworkers and Appalachian Regional Healthcare Inc:

Article 14. Layoff, Bumping, Recall and Reduction of Hours -

[In an effort to address the disparity in the way about which reduction of hours are being distributed a Memo of Understanding will be crafted to the effect that each Local/Bargaining Unit will hold a meeting to discuss the best way to go about that reduction that best serves the needs of the patients and has the least impact on the workforce.]

Article 15. Hours of Work and Work Week –

Section G. [add new subpoint] 6. Employees taking sick leave will be allowed to utilize up to the hours they are regularly scheduled to work.

Article 17. Rates of Pay -

Section B. Employees hired prior to [change to] April 1, 2010, will be moved to the Standard rate of pay for their pay grade as established in Rates of Pay, Appendix A, after completing their first [change to] eighteen (18) months.

Section C. 4th paragraph: Employees hired on or after April 1, 2007, will advance to the standard rate after completing [change to] eighteen (18) months of active service.
[The Union is concerned about retention of new employees. Retention rates are often considered as indicators of quality of care and quality of care is going to become central to reimbursement from state and federal funding sources.]

Section G. Stand-by Pay-

ARH’s regular policy on Stand-by shall apply to the Employee’s covered by this bargaining agreement. Employees who are required by ARH to be on “Stand-By” will be compensated at the rate of [previously “$4.00”] $6.00 for each eight (8) hour Evening “B” shift and [previously “$4.00”] $6.00 for each eight (8) hour Night “C” shift. In the event the Employee is required to be on Stand-By on Saturday, Sunday or a Holiday, the Employee will be compensated at the rate of [previously “$6.00”] $8.00 for each eight (8) hour shift they are on “Stand-by”.

[add] Section L. Preceptor –

Any employee that is working as a preceptor for a formal health care education program will be paid an additional fifty cents ($.50) per hour for all hours worked in that position.

[Preceptors are training our future health care workers up to the point of giving students that are teaching actual grades. While acting in the role of preceptor, the employee performing the training is responsible for the actions of those students. In addition, the employees doing the work of preceptor are the critical in giving students a good impression of the ARH system.]

Article 18. Medical Benefits -

Section A. A comprehensive medical benefit plan will be available to eligible employees of ARH as defined in the ARH Revised Health Care Plan Summary Plan Description. A summary of these benefits are listed in the following sections and subsections:

1. ARH will make available to all eligible employees, the ARH Revised Health Care Plan. Such coverage and benefits shall be subject to a Coordination of Benefits rider as in effect.

[add] b. Hospital Bill Discounts-For services rendered and hospital admissions at any of these ARH hospitals, ARH shall allow a discount of 25% on the uninsured balances of any charges for such hospital services, (excluding telephone, tax, pharmaceuticals) rendered to any Employee covered by this Agreement and his immediate family as defined by the ARH Health Care Plan.

Section G. Monthly Premium-Monthly health insurance premiums will not be increased

Article 19. Sick Leave –
Section J. The first [change to] **three (3)** days of accrued sick leave used in a payroll year will not be applicable to the Absenteeism Program. Any additional absences will be applicable to the Absenteeism Control Program, except as provided by FMLA and the “Additional Provisions” in Appendix N.

**Article 22. Pension**

[The company has expressed a concern about the health of the pension plan. The Steelworkers are again offering to have someone from the Steelworkers Pension Trust take a look at the pension and investigate whether it would be more advantageous to switch plans. It does not makes sense to have someone come work up a proposal and travel to give a proposal if the company is not willing to seriously consider this alternative. This is not an offer to increase the pension, but an offer to look at viable alternatives.]

**Article 24. Holidays –**

Section A. Each employee shall be entitled to [change to] **eleven (11)** paid Holidays each year as follows:

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**Add two (2) Floating Holidays**

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Section E. For purpose of computation of pay for the Holidays enumerated in Section A., an Employee shall be paid in the following manner:

Where the Employee is not scheduled to work and where the holiday is not worked, at the Employee’s regular straight time rate [add] and **regularly scheduled hours**

**Article 25. Bereavement Leave**

1. Full-time Employees shall be paid [remove “eight (8) hours pay”] [add] **at the Employees regularly scheduled hours of work** at the Employee’s regular straight time rate for each scheduled day of work missed while on bereavement leave, provided, however, that in no event shall such days exceed three (3) and no bereavement leave pay shall be granted for days actually worked or for days that the Employee was not scheduled to work.

4. As used herein, the term “reasonable leave of absence” means a leave of absence [remove “three (3) calendar days”] of **three (3) scheduled days** if the decedent resides in the community surrounding the hospital provided, however, that no leave will be granted if an Employee is on leave of absence without pay or layoff. [remove “The Employee will return to work on the next scheduled work-day following the funeral.”]

   [Some times it is more important to have the days following the funeral off to grieve and support family members, in addition to helping to get the deceased affairs in order. This
language allows for employees to take their leave before or after the funeral, currently employees must return from leave the next scheduled work day after the funeral.

Article 26. Jury Duty

Section D. Payments will be made at the Employee’s straight time rate [add] at the regularly scheduled hours, exclusive of shift differential, for hours spent on Jury Duty, which fall on his regularly scheduled work day. Part-time Employees will be paid in proportion to their estimated work schedule as reflected on ARH payroll forms. All payments made to Employees by the Court or third parties in relation to this Article will be in addition to payments made by ARH to the Employee.

[remove, rename and replace Article] Article 40. Safety Committee-

Section A. A Safety and Health Committee will be established consisting of two (2) bargaining unit employees selected by the Union and two (2) management employees selected by the Employer. There must be an equal number of Union and Employer representatives. Such committee shall meet on a monthly basis on the Employer’s time to discuss issues relative to safety and health. Any member of the Safety and Health Committee may request an additional monthly meeting if they have an issue to discuss. Anytime employees are performing work covered by this Article, the employees shall be provided with proper replacement coverage to prevent short staffing on the floor.

All labor/management joint recommendations developed in the Health and Safety Committee shall be implemented in a timely manner by the affected department.

Section B. The Employer, in collaboration with the Labor Management Committee, shall develop an Unsafe Conditions Report to be used by employees to report what they believe to be an unsafe condition.

Section C. The Employer shall institute and maintain all precautions to guarantee every worker a safe and healthy workplace and to protect the environment outside the workplace. The Employer shall comply with the Occupational Safety and Health Act, its regulations, guidelines and all other local, state or federal laws and regulations regarding occupational safety and health; and all relevant environmental laws, regulations, codes of practice, and guidelines. All standards established under these laws shall constitute minimum acceptable practice to be improved upon by agreement.

All labor/management joint recommendations developed in the Health and Safety Committee shall be implemented in a timely manner by the affected department.
Section D. Workers’ Right to Know. The Employer shall ensure that all bargaining unit members, representatives and Health and Safety Committee members are provided with all Employer information pertaining to health, safety and work environment issues.

Section E. Right to Health and Safety Education. Worker Health and Safety Representatives and Health and Safety Committee members shall be entitled to a minimum of five days of paid leave per year, for the purposes of completing Union sponsored Health and Safety Education and Training programs.

No bargaining unit employee shall be required or allowed to work on any unit or operate any equipment until the employee has received proper education, training, and instruction.

Section F. Dispute Resolution. Any complaint, disagreement or dispute related to health and safety is subject to the grievance/arbitration procedure of this Agreement and, at the request of the Union, may begin at Step Three of the grievance/arbitration procedure and may be placed at the head of the appropriate arbitration docket at the request of the Union.

Section G. Protection Against Reprisal. Every employee has a right to act to protect the health and safety of self or any other person. In addition to those rights, all employees shall have the right to refuse work when the employee believes that to do so would create a hazard for any person. The Employer agrees that no disciplinary action or adverse condition of employment will be instituted against employees who have properly exercised their rights under this section. The Employer also agrees that no disciplinary action or adverse condition of employment will be taken against any employee affected by the exercise of these rights.

Article 46. Duration – [The Union is proposing a three year Agreement. A three year Agreement provides for workforce stability and cost savings incurred by not reentering Contract negotiations in two years.]

Article 47. Part Time Employees

[In an effort to address concerns about numerous statements that have been made by the company regarding the utilization of Part-time employees a Memo of Understanding will be crafted to establish that the company will not increase usage of Part-time positions to displace employees with Full-time positions.]

[add new Article] Article 48. Workplace Change

A. Definition: When used in this clause, the term “workplace change” shall be interpreted to include all changes in technology (such as computer hardware and software, materials, equipment, machinery, and tools) as well as any changes in work processes and/or work
organization and any work restructuring program such as continuous improvement, six sigma, problem-solving teams, etc.

B. Advance Notice: Management shall provide the union with advance notice of any proposed workplace change at the point that Management begins to develop plans for the workplace change. Such notice shall be in writing and shall contain supporting information outlined below. Management shall provide updates of new or revised information as it becomes available. In case of emergency technological changes, Management shall give the maximum notice and information possible under the circumstances.

C. Information: Within the time periods referred to above, Management shall provide the union with the following information: a full description of the change including its purpose and function, and how it would fit into existing operations and processes (including existing computer systems – both hardware and software);

1. the estimated cost of the workplace change including implementation costs and the costs of ongoing support along with a cost justification;

2. the proposed implementation timetable for the workplace change;

3. disclosure of any service or maintenance warranties or contracts provided or required by the vendor (if any);

4. the number and type of jobs (both inside and outside the bargaining unit) which would be changed, added, or eliminated by the change;

5. the anticipated impact on the skill requirements of the work force;

6. details of any training programs connected with the change (including duration, content, who will receive and who will perform the training);

7. an outline of other options which were considered by the Company before formulating its proposed changes; and

8. the expected impact of the change on job content, pace of work, safety and health, training needs, and contracting out.

Union representatives may request and shall receive reasonable access to Management personnel and others who are knowledgeable about any proposed workplace change (including outside consultants and vendor representatives) to review, discuss, and receive follow-up information concerning any workplace changes proposed by Management and their impacts on members of the bargaining unit.
In addition to the above, Management shall give the Union, as quickly as possible but no later than 4 months after the signing of this agreement, a complete briefing on currently employed technologies and on any existing plans for the purchase and implementation of new technologies or changes in technology. All meetings discussed in this section shall be on work time paid by the Company.

D. Resources: In order to stay current with the workplace changes that are taking place and in order to prepare itself for discussing workplace change with Management, union representatives on the Workplace Change Committee (see below), along with the members of the Union’s Executive Board, will be provided with 5 days per year of training by a trainer of the Union’s choice.

E. Workplace Change Committee: A joint Workplace Change Committee shall be established. The Committee shall meet monthly and shall in addition have special meetings at the request of either party as workplace change issues arise or are identified. The Union and Management shall each appoint 4 members of this committee. The Union members of the Committee shall have the right to put items on the agenda. The Union members shall be given opportunity on Company time to meet prior to the committee meetings to prepare and shall be allowed to caucus during the meetings. The meetings shall be jointly chaired by the Union and Management and all costs of the meetings, including wages for Union members of the committee, shall be borne by management.

F. Protections: All workplace changes shall be evaluated for their impacts on the health and safety of employees and plans shall be developed to mitigate any negative impacts. No workplace change shall be implemented in a way that transfers work from bargaining unit to non-bargaining unit employees.

Nothing in this clause shall be interpreted to replace or diminish the union’s statutory right to bargain over any changes that are mandatory subjects of bargaining and/or that impact mandatory subjects of bargaining including wages, hours or conditions of employment.

Appendix A. Wage Structure-

The Union is proposing an across the board wage increase of 2 ½ % in the first year of the Agreement, 2 ½ % in the second year of the Agreement and 3% increase in the third year of the Agreement. This wage increase is consistent wage increases at neighboring facilities as indicated by the information the Company provided the Union on 18 February 10. The wage increase can be afforded by numerous cost cutting measures proposed by the Union.

Adjustments to job classification:

Special Procedures Technologists Registered Performing MRI-add to pay scale in the contract
Polysomnographer- add to the pay scale in the contract

Personal Care Aide- add to the pay scale in the contract

Respiratory Therapist Performing Sleep Diagnostic Testing- add to the pay scale in the contract and produce a job description for this position

Licensed Practical Nurse-increase the pay grade from 15 to 18. The Union feels that there has been a sizable increase in job duties including but not limited to hanging blood for IVs, responsible for taking doctor’s orders, handling critical labs and following up on the results with the doctors, follow-up on the chart of each patient for the previous 12 hours to make sure that all orders have been completed, and other additional duties.

Special Procedures Technologists Registered Performing MRI-(add to pay scale)

In addition to the above proposals the Union acknowledges all previous Tentative Agreements made during the currently contract negotiations.

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