

COLLECTIVE BARGAINING AGREEMENT

Between

LABORERS' LOCAL 814

And

WEST VIRGINIA UNIVERSITY HOSPITALS,
INC.

2027

EFFECTIVE: April 1, 2024 through March 31,

Ratified on May 31, 2024

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AGREEMENT

This AGREEMENT is made and entered into by and between West Virginia University Hospitals, Incorporated, hereinafter called the "HOSPITAL" and Laborers' International Union of North America, Local 814, hereinafter referred to as the "UNION". The term of this AGREEMENT is thirty-six (36) months. Except as modified by other provisions of this AGREEMENT, this contract is effective April 1, 2024, and shall continue in full force and effect until 11:59 pm on March 31, 2027. This AGREEMENT shall thereafter successively renew itself and continue in full force and effect annually on the anniversary of the expiration date, unless written notice is served by either party upon the other no less than ninety (90) days prior to the pertinent expiration date of the contract. In consideration of the mutual promises hereinafter set forth, the parties agree as follows:

ARTICLE I RECOGNITION AND SCOPE OF BARGAINING UNIT

Section 1. The HOSPITAL recognizes the UNION as the exclusive bargaining representative of all service employees, including unit clerks working in nursing service, as defined in job titles attached as Appendix I employed at its Medical Center Drive, Morgantown, West Virginia location, including the Rosenbaum Family House and Child Development Center, Chestnut Ridge Center, Physician Office Center, and the United Linen Services facility located at 2100 Rail Street Morgantown, West Virginia. In this Agreement all bargaining unit employees are referred to collectively as Employees and individually as Employee. Not included are employees in the following classifications: teaching, administrative and supervisory, registered nurses, professional, technical, security guards, maintenance, doctors, business office clerical, and all other employees not included, as defined in the National Labor Relations Act, as amended.

Service employees not in the bargaining unit may be added to the bargaining unit upon representation of current authorization cards from 50% plus one of all employees in the job class. Upon verification of the cards by an agreed upon third party, an election will be held within two weeks. Prior to the election, both parties agree to inform the other when formal informational meetings are scheduled. The job class will be included in the bargaining unit if 50% plus one of the eligible employees in that job class vote for UNION representation.

Other units may be added to the bargaining group by following the procedures outlined by the National Labor Relations Board.

The unit definitions for health care job classifications as stated in the National Labor Relations Act will be used.

Section 2. From the first day of employment, any Employee may become a member of the UNION. The monthly union dues will be pro-rated by the Employee's HOSPITAL Full-Time Equivalent (FTE) status using the following formula: 0.1 FTE = 20%, 0.2 FTE = 40%, 0.3 FTE = 60%, 0.4 FTE = 80% and 0.5 and up = 100%.

Employees designated as less than 0.5 FTE Employees may not average twenty (20) or more hours per week for the four (4) consecutive pay periods unless agreed to by the parties. If the HOSPITAL schedules an Employee designated as less than 0.5 FTE for more than twenty (20) hours per week for a period exceeding four (4) consecutive pay periods, then upon discovery by the HOSPITAL of this status or upon the UNION's notification to the HOSPITAL consistent with Article II Section II of the AGREEMENT

and upon such discovery or notice, the HOSPITAL shall convert the Employee to a benefit eligible status with mutual agreement by the Employee. If the Employee declines the offer and if the HOSPITAL currently does not have a benefits eligible position posted for bid for the classification filled by the Employee performing the work referenced above, the HOSPITAL shall post a benefit - eligible position for bid in that classification. Less than 0.5 FTE Employees covered by this AGREEMENT shall not qualify for any monetary benefits provided by the AGREEMENT. Monetary benefits shall be interpreted to include short term disability, paid days off, holidays, health insurance, and all other such benefits. Employees with less than 0.5 FTE status or classification shall be eligible to receive representation from the UNION for any disciplinary interviews or actions not relating to attendance. Employees with less than 0.5 FTE status shall have the right to grieve any and all disciplinary actions.

Section 3. The HOSPITAL reserves the right to schedule meetings with any of the Employees without a UNION representative. However, any Employee who believes the topic is one which might result in disciplinary action being taken against the Employee shall be granted permission not to participate further until a UNION representative is present. Employees requesting UNION representation shall not be subject to disciplinary action for such a request.

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ARTICLE IA SHUTTLE DRIVERS

The HOSPITAL recognizes the UNION as the exclusive bargaining representative of all Shuttle Drivers as described in NLRB Case 06-RC-319142. All references to Employees in this AGREEMENT shall include Shuttle Driver employees except as provided in Appendix V. To the extent any provision of this AGREEMENT conflicts with Appendix V, Appendix V shall be controlling.

ARTICLE II

UNION MEMBERSHIP AND DUES CHECKOFF

Section 1. Union Membership

Subsection A - Membership. Union membership is voluntary. All Employees, from the first day of employment, may join or not join the Union. Union membership will not affect the terms and conditions of employment, and will not provide additional rights during the probationary period.

Subsection B - Definition of Monthly Dues. For the purposes of this article, "monthly dues" shall mean the amount of dues established by the UNION through convention call, and/or constitutionally mandated.

Section 2. Dues Checkoff.

Subsection A – Checkoff. Financial support of the Union, including payment of dues, is voluntary. Upon receipt by the HOSPITAL of a voluntarily signed, written authorization, dated and executed by an Employee, and submitted to the HOSPITAL by the UNION, the HOSPITAL shall deduct, from the wages of such Employee for the first payroll period in each calendar month following receipt of such checkoff authorization, until such checkoff authorization is revoked by the Employee in accordance with the terms thereof, the amount of money the Employee is obligated to pay the UNION. The HOSPITAL will forward the money so deducted to the Treasurer of the UNION no later than the 30th of the month following the

month in which the dues checkoff authorization is received by the HOSPITAL. The HOSPITAL shall deduct from an Employee's wages only that amount of money which the Treasurer of the UNION has certified to the HOSPITAL, in writing, in the amount of such Employee's financial obligation to the UNION properly established and calculated by the UNION in accordance with the UNION's constitution and bylaws. If, for any payroll period in which the HOSPITAL is obligated to make deductions pursuant to this Section 2, the wages owed an Employee are less than the amount of money, which the Employee has authorized the HOSPITAL to deduct pursuant to this Section 2, the HOSPITAL shall make no deductions from wages owed the Employee for that payroll period and shall make no deductions, which would have been made from wages owed the Employee for that payroll period, from wages of the Employee for any future payroll period.

Subsection B – Dues Checkoff Authorization Form. The HOSPITAL shall not deduct any monies from an Employee's wages pursuant to Section 2 of this AGREEMENT unless the Dues Checkoff Authorization Form is signed by the Employee. An authorized UNION officer must certify in writing to the HOSPITAL any change in the amounts of the dues at least sixty (60) days before the month for which the deduction is to be made. The UNION will provide a copy of any amended dues checkoff form before any employee is asked to sign it.

Section 3. Employee Transfer. An Employee's written authorization for such deduction shall be canceled automatically by the HOSPITAL if the Employee is transferred to a position wherein the Employee is no longer covered by the terms of this AGREEMENT (e.g., where the covered Employee is promoted into a supervisory position). The HOSPITAL shall notify the UNION of all such permanent transfers.

Section 4. Orientation. Immediately following new employee orientation, the UNION will have up to fifteen (15) minutes with the presence of a HOSPITAL employee representative to meet with new Employees to explain UNION membership and to obtain UNION dues checkoff authorization. Attendance at the meeting will be voluntary.

Section 5. The UNION shall defend, indemnify, and hold the HOSPITAL harmless against any and all claims, demands, suits, grievances, or other liability, including attorney's fees, which arise out of or by reason of actions taken by the HOSPITAL under this Article.

Section 6. In the event state law changes regarding union membership as a condition of employment, the UNION or HOSPITAL may ask to bargain over revisions to this Article II - Union Membership and Dues Checkoff. Either party must submit a written bargaining request within thirty (30) days of when the change of law becomes effective.

ARTICLE III MANAGEMENT RIGHTS

Management Functions. Except as expressly modified or restricted by a specific provision or provisions of this AGREEMENT, all managerial and administrative prerogatives and functions conferred upon the HOSPITAL inherently and by law, are retained and vested exclusively in the HOSPITAL, including, but not limited to, the right to demote, reprimand, suspend, discharge or otherwise discipline employees for proper cause; to hire and determine qualifications of Employees to assign and direct their work; to promote, transfer, lay off and recall Employees to work; to set the standards of productivity and the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, and means of facilities by which such operations are conducted; to establish and administer medical, nursing and patient care standards; to set the starting and quitting time and the number of hours, overtime and shifts to be worked; to close down the HOSPITAL's operations or part thereof; to expand, reduce, alter, combine,

transfer, assign or cease any job, department, operation or service; to control and regulate the use of facilities, equipment and other property of the HOSPITAL; to introduce new or improved research, service, distribution and maintenance methods, materials and equipment; to determine the number, location and operation of departments, divisions and all other units of the HOSPITAL; to issue, amend or revise policies, rules, regulations and practices not in conflict with the express terms of this AGREEMENT but otherwise necessary to carry out these and all other managerial and administrative prerogatives; and to take whatever action that is otherwise necessary in the HOSPITAL's judgment and discretion, to foster patient care and otherwise to determine, administer and fulfill the mission of the HOSPITAL, and direct the HOSPITAL's Employees. The HOSPITAL's failure to exercise any prerogative or function hereby reserved to it, or the HOSPITAL's exercise of any such prerogative or function in a particular way, shall not be considered a waiver of the HOSPITAL's right to exercise such prerogative or function, or preclude it from exercising the same in some other way, not in conflict with the express provisions of this AGREEMENT.

ARTICLE IV UNION REPRESENTATION

Section 1. An Employee will be represented during disciplinary actions, and disciplinary interviews by a department steward or UNION Representative unless the Employee refuses representation in writing in the presence of a UNION steward or UNION Representative as verbally witnessed by a steward or representative by telephone. An Employee will also be represented by a steward or UNION Representative, at all stages of the grievance procedure.

Section 2. The UNION will provide the HOSPITAL with an official and current list of all Union Stewards and UNION Representatives. The list will contain the names of the stewards, their assigned areas, shift(s), and contact phone/pager numbers. The UNION will furnish any changes to the official list to the HOSPITAL in writing, within seven (7) days of any such change. The UNION will post the official list on each Union Bulletin Board. The HOSPITAL will post the official list on the institution's intranet and will notify its appropriate managerial and supervisory staff of those persons designated by the UNION as stewards for each work area.

Section 3. Only the Full-time UNION Representative, Chief Stewards, and any UNION member designated by the Business Manager in writing, may sign extensions for the UNION.

Section 4. Stewards shall not represent themselves or close family members at any level of the grievance procedure. Should a steward from the Employee's Department not be available, the Employee may use a steward from another Department, with approval from the Full-time UNION Representative, a Chief Steward or the UNION Business Manager.

Section 5. Employees and stewards will make every attempt to discuss Employee complaints and to participate in grievance hearings in a manner and during such times so as to minimize disruptions to patient care and hospital operations. The UNION agrees to supervise this activity to ensure such discussions are kept to a reasonable length and normal work activities are not unduly interrupted. Any concerns that UNION activity has unduly interrupted patient care will be addressed with the Business Manager at the time the complaint or concern is brought to management's attention. The UNION agrees the steward will notify the supervisor or person in charge within the department when leaving from and when returning back to the work area for representation purposes. The notification will include if the leave is at management's request. The UNION agrees the supervisor may schedule the time the grievance or complaint may be discussed during the shift, or another mutually agreeable time. While engaged in discussions of complaints

or grievances during scheduled work hours, stewards will be compensated by the HOSPITAL; provided, however, that only up to two stewards shall be compensated while attending disciplinary interviews, disciplinary meetings, and grievance meetings during scheduled work hours. In the event the UNION representative(s) are not scheduled, the HOSPITAL will pay up to two UNION representatives if such representative is not scheduled during this time.

Section 6. Any alleged harassment of stewards or UNION Representatives or Officers while performing these duties is properly the subject of an Employee grievance.

Section 7. Representatives of the Union may after giving twenty-four (24) hours advance notice of intent to visit the HOSPITAL and the purpose thereof, to the Administrator, or his/her designated representative, visit the HOSPITAL premises at reasonable times for the purpose of ascertaining whether the terms of this AGREEMENT are being effectuated. The HOSPITAL recognizes that the UNION may employ a full-time UNION representative who may visit the HOSPITAL for the purposes of representation and handling grievances. This representative shall not be subject to the twenty-four (24) hour advance notice provision. Provided, however, that such visits shall not interrupt the work of any employee unless permission is first obtained from the Administrator or his/her designee. This section does not apply to the employees of the HOSPITAL who are representatives of the UNION.

Section 8. The HOSPITAL shall make a good-faith effort to provide the UNION with a meeting space upon request, but not more than once per calendar quarter. The UNION's use of Hospital space for ratification meetings and votes will not be counted toward this limit.

ARTICLE V EMPLOYEE OBLIGATIONS

Each Employee will perform the work assigned by a supervisor and will be responsible for the proper and efficient performance of such work within each job classification. Only supervisors or above may communicate permanent changes in assignment. In addition, each Employee will observe and comply with officially established work rules dealing with performance, safety, housekeeping, personal conduct and attendance. Employees will participate in the Hospital Performance Improvement Process.

ARTICLE VI NO INTERRUPTION OF WORK

Section 1. No lockouts. During the term of this AGREEMENT, there shall be no lockout of Employees by the HOSPITAL. However, any cessation, reduction, or curtailment of operations by the HOSPITAL for business or economic reasons, in whole or in part, will not be considered a lockout. Any action by the HOSPITAL in closing during a strike or civil commotion for the protection of its business and property will not be considered a lockout.

Section 2. No strikes. During the term of this AGREEMENT there shall be no strikes, work stoppages, slowdowns, picketing, boycotts, interference with work or HOSPITAL activities and personnel, or other concerted activity against the HOSPITAL: including sympathy strikes, whether based upon an alleged violation by the HOSPITAL of any provision of this AGREEMENT or alleged violation of any decision or award of any arbitrator, or in support of any demands or objections involving wages, hours, or other terms and conditions of employment, or employment practices, or any cause whatsoever. It is expressly agreed, however, that nothing contained herein shall be construed to restrain an Employee's First Amendment Rights. This AGREEMENT shall be binding upon the UNION, its officers, stewards,

agents, members, and upon all Employees covered by the AGREEMENT, The UNION shall not ratify, support, or sanction any strike or picket line established by any other union or group on the premises of the HOSPITAL.

Section 3. Remedial Action. In the event of the occurrence of any interference with work or other violation of this Article, the HOSPITAL will immediately notify the UNION office by telephone, email of the violation. Upon receiving notice, the UNION by its officers, agents, and stewards will take immediate affirmative action to prevent or stop the action or conduct in violation of this Article, including the following:

- a. Within four (4) hours, direct the strikers to return to work and instruct those working to remain on the job. The instructions will be made to the strikers and those working in person;
- b. Advise all striking Employees that they are violating the AGREEMENT;
- c. Prepare a notice for posting on-the bulletin boards describing the requirements of (a) and (b) above;
- d. Within forty-eight hours, confirm to the HOSPITAL by email that steps (a), (b), and (c) have been completed;

Section 4. Discipline. Once the UNION has completed steps (a) through (d) above, it is understood that there shall be no financial liability on the part of the UNION and/or its officers for illegal activities. Failure of any agent, steward, or representative of the UNION, who is also an Employee, to carry out his obligations under this Article, or participation in, assistance to, or instigation of any of the prohibited activities enumerated in this Article by any Employee, shall conclusively be deemed cause for discharge. In administering discipline, the HOSPITAL may distinguish between leaders and other participants in such prohibited activity and may apply varying degrees of discipline at its discretion. In the arbitration of any grievance protesting such discharge or discipline, the arbitrator shall only have authority and jurisdiction to decide whether the aggrieved person did, in fact, violate this Article and must, if such violation is found to have occurred, sustain the discharge or discipline imposed without modification thereof or other award.

Section 5. Miscellaneous. In the event of any violation of any terms of this Article, the HOSPITAL or UNION shall have the right to seek an injunction and/or damages in either Federal or State Court, the choice to be the sole discretion of the HOSPITAL or UNION. In that event, the assessment of damages and the determination of legal matters involving this Article, will be made and enforced through the courts and not through arbitration.

It is understood that the HOSPITAL will be under no obligation to continue compensation in any form, direct or indirect (including holiday pay, vacation pay or contributions to any Employee benefit plan), to any Employee engaged in any conduct prohibited by this Article for, or during, the period of prohibited conduct.

ARTICLE VII GRIEVANCE PROCEDURE

Employee disputes with insurers and third party administrators regarding insurance benefits will be handled through the insurance appeals process set forth in the West Virginia United Health System Flexible Benefits Plan Summary Description and are not subject to the grievance procedure. For all other Employee

benefit eligibility issues (hereinafter referred to as “Other Benefit Issues”), Employees will first contact the benefit advocates designated by Human Resources (HROneSource or other designee) to resolve the issue. If not resolved through the designated benefit advocate, Employee grievances dealing with Other Benefit Issues may be presented to the Director of Human Resources within 14 days of the response from the designated benefit advocate, or if no response is received, within 21 days of the date the issue was presented to the benefit advocate. The Director of Human Resources or his/her designee will schedule a meeting with the Employee and UNION representative within seven (7) calendar days of receipt of the written grievance and hold the meeting within seven (7) calendar days of scheduling. The Director of Human Resources or his/her designee will respond to the UNION office and the steward or his/her designee in writing within fourteen (14) calendar days, beginning the first day following the date of the meeting, with a copy to the Employee. If the Employee or the UNION disagree with the answer by the Director of Human Resources or his/her designee, the grievance will be processed by a Benefit Representative at Step 2 and, if necessary, with the Director of Benefits at Step 3 consistent with this Article.

HOSPITAL and UNION reaffirm the need for strict adherence to time parameters, as set forth in the grievance process, including the right of extension.

If the UNION fails to file or ask for an extension in writing in a timely manner, as per AGREEMENT, or the UNION makes themselves unavailable, they lose their rights to grieve.

If management fails to schedule or answer the grievance in a timely manner, as per the AGREEMENT, and does not file for an extension in writing, the grievance will be upheld.

It is the intention of the parties that grievance meetings be scheduled and conducted in a timely manner. Ongoing patterns of delay that are of concern to either party shall be discussed in Labor/Management.

Section 1. The UNION and the HOSPITAL recognize their mutual responsibility for the prompt and orderly disposition of grievances that arise under this AGREEMENT. To this end, the UNION, the Employees and the HOSPITAL agree that the provisions of this Article shall provide the means of disposition of all grievances.

The Employee and/or the UNION will attempt to resolve workplace concerns with his/her immediate supervisor prior to the Employee submitting a grievance at Step 1. If unresolved, the Employee, or the UNION on the Employee's behalf, may present the grievance in a form and under the terms and conditions of the AGREEMENT as provided below:

STEP 1— Written Grievance Directed to Immediate
Supervisor/Manager:

Any Employee may file a grievance initiated by a UNION steward on his/her behalf and a written notice directed to the immediate supervisor/manager, or designee, within ten (10) calendar days of the time that an Employee or the UNION first becomes aware of the circumstances on which the grievance is based.

The written grievance shall contain the issue(s) giving rise to the grievance, to include specific articles and sections of the collective bargaining AGREEMENT, and/or laws, work rules and/or past practices which the UNION alleges have been violated given the knowledge of the issue(s) held at the time of the filing. The remedy shall also be as specific as is possible. The grievance shall contain the

name(s) of the grievant(s) or define the class of grievant(s), to the best of the UNION'S ability and knowledge at the time of filing. The grievance form or document may be amended as it proceeds through the grievance process in order to further clarify the issue(s) giving rise to the grievance and/or remedies sought in order to make the grievant whole.

The supervisor/manager will schedule a meeting with the Employee and UNION representative within seven calendar days of receipt of the written grievance and hold the meeting within seven calendar days of scheduling.

The Department manager/supervisor will respond to the UNION office and the Steward or his/her designee in writing within ten (10) calendar days, beginning the first day following the date of the meeting, with a copy to the Employee. At this step, the grievance may be reviewed by other supervisors/managers below the department director level prior to the answer being given.

STEP 2 — Written Grievance to Department Director

If the Employee or the UNION disagrees with the answer to the first step, within ten (10) calendar days of the date the answer is received, the UNION must submit the grievance in written form directed to the Department Director or designee.

The Department Director will schedule a meeting with the Employee and UNION representative within seven calendar days of receipt of the written appeal.

The Department Director will respond to the UNION office and the Steward or his/her designee in writing within ten (10) days, beginning the first day following the date of the meeting, with a copy to the Employee.

STEP 3 — Written Appeal to Vice President or Designee

If the Employee or the UNION believes the Step 2 answer is in error or improper, the UNION must appeal to the Vice President for his/her administrative area or his/her designee within ten (10) calendar days of the date of receipt of the Step 2 answer.

The Vice President or the Vice President's designee will schedule a meeting with the Employee and UNION representative within seven (7) calendar days of receipt of the written appeal. The Vice President or the Vice President's designee will hold the grievance meeting within ten (10) days of receipt of the written appeal unless otherwise extended and agreed to by both parties in writing.

The Vice President will respond to the UNION office and the Steward or his/her designee in writing within ten (10) calendar days, beginning the first day following the date of the meeting, with a copy to the Employee. The Step 3 answer shall be binding for the Employee, the UNION, and the HOSPITAL unless it is appealed to arbitration within thirty (30) calendar days of receipt of the response.

ADDITIONAL PROCEDURES

1. Discharge cases will be accelerated to Step 3 of the grievance procedure and heard within five (5) working days of the date of receipt of written notification from the UNION and grievant to the

appropriate Vice President. Other disciplinary action grievances may automatically go to third step if mutually agreed to.

2. The ten (10) calendar day period of time, within which a response must be given under these procedures, does not commence until the first work day following the date the grievance is submitted to the appropriate party, as provided in Step 1 through 3 above. Furthermore, any timeframe set forth in this article does not commence until the first day following the triggering event.
3. Extensions of the time limit at each step may be granted if both parties concur in writing prior to expiration of the established time limit. Extensions shall be granted for legitimate scheduling conflicts and not to extend the grievance process. An aggrieved Employee must have a UNION representative assist Employee in the grievance procedure. HOSPITAL Supervisors, department heads, or Vice Presidents may have a representative assist Employee in each step of the procedure.

Employees or management may be represented by more than one representative with the consent of the other party in grievance cases.
4. The grievance procedure is not to be regarded as an adversarial proceeding with formal rules of evidence and other courtroom rules. It is to be a method of resolving differences which arise in the work environment. Accordingly, meetings to discuss grievances at each step of the grievance procedure shall include good faith efforts by both parties to clarify the issues relating to the grievance, to discuss any new facts, information or evidence bearing on the grievance, to narrow areas of disagreement and to discuss potential solutions aimed at resolving the grievance.
5. The grievance procedure is to be used without fear of reprisal or harassment.
6. If a grievance involves two departments, the grievance will be filed with that department having the authority to resolve the issue.
7. The parties' representative shall cooperate fully in an effort to develop all necessary facts including the exchange of copies of all documents relevant to the grievance if requested.

ARTICLE VIII ARBITRATION PROCEDURE

Section 1. Any grievance of an Employee concerning the interpretation and/or application of an expressed provision or provisions of the AGREEMENT, that has been properly processed through the grievance procedure set forth in Article VII and has not been settled at the conclusion thereof, may be appealed to arbitration by the UNION by serving the written notice of its intention to appeal on the HOSPITAL, together with a written statement of the specific provision or provisions of the AGREEMENT at issue, also referred to as the grievance, within thirty (30) days after the HOSPITAL'S answer at Step 3 of the Article VII grievance procedure. If such appeal notification is not given within the time limitation provided in this Section, the answer of the HOSPITAL shall be final and binding on the aggrieved Employee, or Employees, and the UNION.

Prior to the conducting of an arbitration hearing, and at least one week prior to the date by which the arbitrator will charge for cancellation, representatives of the parties who will be handling the arbitration will meet to discuss the scope of the arbitration hearing, including the issues. At the conclusion of such meeting, the representatives shall reduce to writing a statement of the specific issues and facts

which are agreed, as well as the specific issues and facts which will be disputed at the arbitration hearing. To the extent possible, the parties will also try to identify documents which may be introduced into evidence at the arbitration hearing.

Section 2. Selection of Arbitrator. Within ten (10) calendar days of the receipt of notification of the UNION'S desire to arbitrate, the UNION and the HOSPITAL shall jointly request the Federal Mediation & Conciliation Service to furnish a list of not less than five (5) arbitrators, all of whom shall be members of the National Academy of Arbitrators, and, one of whom may be designated by the parties to act as arbitrator of the grievance. Selection shall be made by the UNION and the HOSPITAL representatives, by alternately striking any name from the list until only one name remains. Within seven (7) working days of receipt of the panel, the UNION shall make the first strike. The striking process shall be completed within seven (7) working days of the first strike. The final remaining name shall be the arbitrator of the grievance. If the parties fail to select an arbitrator through the striking process within seven (7) working days of the first strike, the Parties shall mutually request that the Federal Mediation & Conciliation Service appoint an arbitrator of its choice who is a member of the National Academy of Arbitrators and who was not listed on any panels associated with the case. Upon selection of the arbitrator, the initiator of the arbitration, HOSPITAL or UNION, will contact the arbitrator within fourteen (14) working days to schedule the arbitration hearing at a time convenient for the Parties and the arbitrator. If the arbitrator is not contacted by the initiator of the arbitration within thirty (30) days of selection, the right to arbitrate is waived and the Step 3 decision shall be final and binding. UNION and the HOSPITAL agree to jointly request that the Arbitrator render a decision of arbitration within thirty (30) calendar days after the submission of post-arbitration hearing briefs.

Section 3. Arbitrator's Jurisdiction. The jurisdiction and authority of the arbitrator of the grievance and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the express provision or provisions of this AGREEMENT at issue between the UNION and the HOSPITAL. The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this AGREEMENT; to establish or alter any wage rate or wage structure; or to consider any term or condition of employment not expressly set forth within a provision of this AGREEMENT. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the HOSPITAL and the UNION. The award in writing of the arbitrator on the merits of any grievance adjudicated within the arbitrator's jurisdiction and authority as specified in this AGREEMENT shall be final and binding on all Employees covered by this AGREEMENT, the UNION and the HOSPITAL.

Section 4. Arbitration Expenses. The UNION and the HOSPITAL shall each bear its own expenses in these arbitration proceedings. The non-prevailing party in the arbitration will be responsible for the arbitrator's fees and expenses. In the event the arbitration concerns multiple issues or grievances and each party prevails on a particular issue(s) or grievance(s), each party will be responsible for its apportioned share of the arbitrator's fees and expenses in accordance with the award.

Section 5. Extensions. Reasonable extensions to any of the above limitations will be granted upon request of the UNION or HOSPITAL. Requests for extensions of time must be filed by the requesting party and received in writing prior to the expiration of the established time limit.

ARTICLE IX SENIORITY

Section 1.1 Seniority Defined. The words “HOSPITAL Seniority,” as used in this AGREEMENT, shall mean length of continuous service at West Virginia University Hospitals and its predecessor organization, including appropriate adjustments, as determined by applicable policies and/or contractual agreements. The words “BARGAINING UNIT Seniority”; as used in this AGREEMENT, shall mean length of continuous service in the bargaining unit at West Virginia University Hospitals and its predecessor organization, including appropriate adjustments, as determined by applicable policies and/or contractual agreements. Casual Employee(s) covered by this AGREEMENT do not acquire HOSPITAL Seniority for the purposes of job bidding, until the Employee(s) reach 0.5 FTE (part-time) status or greater.

1.2 The HOSPITAL and the UNION agree that issues of exact seniority for affected Employees hired on the same day will be decided alphabetically using their last name followed by first name as of the effective date of this AGREEMENT and going forward. All Employee seniority roster dates will be adjusted to reflect the first day on the job for the purpose of job bidding and vacation selection. This provision will not be used to allow any bumping or change in vacation schedules that have already been established.

1.3 The HOSPITAL seniority shall begin to accrue as of the date of benefit eligible employment. HOSPITAL seniority shall entitle Employees to preference in promotions, shifts, transfers, for bargaining unit positions, layoffs and recalls from layoff, for positions covered by this AGREEMENT.

Section 2.1 New Hires, Probationary Period, Temporary Employees. New persons employed by the HOSPITAL for work in a job classification covered by this AGREEMENT shall be on probationary status during the first ninety (90) calendar days of employment with the HOSPITAL, and during such period may be terminated at the sole discretion of the HOSPITAL, without resort to the grievance and arbitration procedures herein. The HOSPITAL may extend this probationary period to a maximum of one hundred fifty-one (151) days. The HOSPITAL will notify the UNION in writing of its decision to extend an Employee’s probationary period. Either ninety-one (91) calendar days after the commencement of employment, or one hundred fifty-one (151) days for Employees whose probationary period is extended, Employees, if retained by the HOSPITAL, shall be placed on the seniority list as of the first day HOSPITAL employment. Promotions, shift preference and transfers cannot occur until the probationary period is completed, unless agreed to by the department leader and Vice President of Human Resources, or his/her designee, and the Business Manager or his/her designee.

2.2 The HOSPITAL may employ temporary employees for work functions which are temporary in nature for a period up to five (5) months. For a single position, work considered initially temporary, but extending beyond five (5) months (within 12 month period), will be considered permanent work unless agreed to otherwise by the parties. The HOSPITAL will make every effort to use laid off Employees for temporary work, but such use of Employees will not be considered a recall. Examples of positions which are temporary in nature are physical moves from one location to another, extraordinary catering events, vacations and extraordinary long-term absences, disasters, and extraordinary short-term projects. The temporary employee may be terminated at the sole discretion of the HOSPITAL, without resort to the grievance and arbitration procedures. At the end of this five (5) month period, the HOSPITAL must make the employee a regular Employee, or terminate the employee. Extension of the period of temporary employment may be made by a written agreement signed by the director, the UNION designated officer or steward and the employee.

2.3 If any employee is retained as a regular Employee by the HOSPITAL, the Employee will begin a ninety day employment probationary period if the Employee has not performed the essential functions of the job classification in which the Employee is being placed. If the Employee has performed the essential functions of the position, the time worked in the position will be counted toward their probation period. The

Employee shall be placed on the seniority list as of the first day of his/her employment with the HOSPITAL. Temporary Employees covered by the AGREEMENT shall not qualify for any monetary benefits provided by the AGREEMENT. Monetary benefits shall be interpreted to include short-term disability, paid days off, holidays, health insurance, and all other such benefits. When a reduction in the work force occurs, and temporary Employees are working, the temporary workers shall be the first laid off, and not be subject to recall.

Section 3.1 Layoff, Recall Procedures. All decisions concerning reductions in the work force of bargaining unit personnel, whether by permanently reducing hours or layoffs (with exceptions of recall), shall be made in accordance with this Article.

3.2 Permanent position elimination:

In the event of a permanent position elimination, Management has the right to re-assign the Employee to an open position in the same job classification. The Employee(s) with the least HOSPITAL seniority will be reassigned. Super seniority does not apply to reassignment. The Employee has the right to bid on any open positions in the same job classification should more than one position be available.

Bidding will occur as outlined in Article IX, Section 5. In the case where there are no open positions within the classification, the displaced Employee shall have preference to any open position for which they are qualified to perform. Consideration will be given to their ability, skill, efficiency, accuracy, flexibility, and prior experience on the job. In the case where an Employee is re-assigned to a lower paygrade position, the Employee will retain the higher paygrade rate from the Employee's previous position that was eliminated.

3.3 If the Employee refuses re-assignment, or has no successful job bid, they will then be placed on a recall list. In the event no positions are available, lay off procedures will occur in accordance with this Article.

3.4 For layoffs, other than temporary layoffs made in accordance with Section 9 of this Article, within departments or division, or the reduction of an Employee's hours for any reason, and for recall of laid off Employees, major consideration shall be given to an Employee's BARGAINING UNIT seniority, as defined in Section 1 of this Article.

3.5 In the event the HOSPITAL lays off Employees, and/or reduces the hours of Employees, the affected Employee will always be the least senior within a job classification, unless a more senior Employee cannot perform the available work. If necessary, the least senior remaining Employees will be reduced to part-time positions.

3.6 Employees displaced in a department may then bid into the vacancies created elsewhere in their department as a result of the reduction. No bumping shall occur.

3.7 Employees displaced in a nursing department may then bid into the vacancies created elsewhere in the nursing division as a result of the reduction. No bumping shall occur.

3.8 Decisions as to the ability/qualification of Employees are management decisions. The UNION will not grieve these decisions unless the HOSPITAL acted arbitrarily, capriciously, or was clearly wrong.

3.9 When a benefit eligible Employee's hours are reduced, accrual of PTO and holiday benefits shall equal to not less than half time.

3.10 The HOSPITAL agrees that an Employee who has attained and currently occupies the status of Regular Full-time or Regular Part-time, through employment or successful bidding under the provisions of this AGREEMENT, may not be reduced below the status of Regular Part-time (0.5 FTE) unless agreed upon by the Employee.

3.11 All regular Employees laid off during a reduction of the work force shall be placed on a recall list. The most senior Employee on layoff, or with reduced hours shall be recalled first within their job classification, provided the Employee can perform the work. This process shall be repeated until the recall list is depleted. An Employee's recall rights shall remain active for twelve months after layoff. Employee must be current in fee/dues in order to be eligible for recall.

3.12 An Employee on the recall list shall have the right to refuse recall for verifiable medical reasons, and retain recall rights for the aforementioned twelve (12) months. Exceptions to this recall procedure may be negotiated between the HOSPITAL and the UNION, and the results of this negotiation are not subject to grievances.

3.13 The HOSPITAL shall notify the most senior Employee(s) that a recall opportunity(ies) exists. This notification may be accomplished by phone, followed by a certified letter. This process shall be repeated in accordance with the recall paragraphs above until the recall list is depleted, or until recall rights are terminated.

3.14 An Employee must report to work no later than seven (7) calendar days after the postmark date of the certified notice of recall. An Employee's failure to do so will be considered a voluntary resignation.

3.15 The HOSPITAL shall notify the UNION and affected Employees, in writing, of an indefinite layoff as soon as possible, but never less than seven (7) calendar days in advance of the commencement of the layoff. The notice to the UNION shall contain the names and addresses of those bargaining unit people affected by the layoff.

3.16 Active discipline at the time of lay off shall have no bearing on recall.

Section 4. Shift Vacancies.

4.1 DEFINITION: A shift vacancy is defined as an opening in a shift or a change in a shift within the same unit/cost center of:

- a. Two (2) hours or greater difference in a permanent shift starting and/or quitting time, or
- b. Changes in weekend assignments, such that the assignment is to work every weekend or is scheduled off every weekend, or

- c. The shift change involves a change in shift differential compensation.

4.2 POSTING PERIOD: For the purpose of shift vacancies within the unit/cost center, and to which the HOSPITAL decides to fill, the HOSPITAL shall post a notice of any such shift vacancy for a period of not less than seven (7) consecutive calendar days, including the date of the posting. Notice of the shift vacancy shall be posted online with a notice posted in the departmental work area to include a description of starting and quitting times. The date of the notice posted online will serve as the official date for the beginning of the seven (7) consecutive calendar days. If management fails to post the notice in the departmental work area, there will be a thirty (30) day limit to challenge the position award from the time the position was awarded. All Employees covered by this AGREEMENT who desire to be considered shall submit an online bid using the application for internal employees. If the application for external applicants is used, the bid process will not be considered.

4.3 ELIGIBILITY: Any Employee who bids on any such shift vacancy with active discipline related to performance, will be deemed not qualified unless agreed otherwise by the parties, provided that in those circumstances in which a shift bid also involves an increase in FTE status, discipline under Article X, Section 3 in excess of one (1) letter for absenteeism will deem a bidder not qualified unless agreed to otherwise by the parties. In the case where more than one Employee with the same level of disciplinary action are eligible, the Employee with most seniority shall be awarded the bid.

4.4 For the purposes of eligibility of the award to the shift vacancy, discipline issued after the conclusion of the 7 day posting period shall not deem the Employee unqualified.

4.5 AWARD OF THE BID: The HOSPITAL shall attempt to fill the shift vacancy first on the basis of classification and seniority from the bidding Employees working in the same Department. In Nutrition Services, the HOSPITAL will consider seniority, but not classification provided the Employee can perform the essential functions for the position. The remaining shift vacancies occurring as a result of the bidding process may be placed for bid not more than two times. If the Employee does not accept the award within three (3) working days of notification, the award will be considered declined.

4.6 If no Employee bids on the shift vacancy, and for vacancies occurring after the second resultant bid, the shift will either be assigned to the least senior Employee in that Department and job classification or posted as a job vacancy in accordance with Section 5, below, at the HOSPITAL's discretion.

Section 5. Job Vacancies.

5.1 DEFINITION: Vacancies that the HOSPITAL decides to fill that remain after the shift bidding process is exhausted within a classification and unit/cost center. For the purpose of Article IX, job classifications are defined in Appendix I. Departments are defined as those cost centers, or units that report to a department leader, who may be a director or a manager.

5.2 ELIGIBILITY: The HOSPITAL shall attempt to fill vacancies utilizing the priorities set forth in this Section, with consideration given to ability/qualifications to perform (skill, efficiency, attendance, accuracy, punctuality, flexibility, job attitude, physical and mental abilities), prior experience on the job, and overall employment record.

5.3 Employees must be in their current position for six (6) months to be considered eligible to bid on any such job vacancy unless agreed otherwise by the parties.

5.4 Employee must be able to perform the essential functions of the position. Employee will not be considered qualified for the position if the Employee has any active discipline, either absenteeism, performance related, or otherwise, unless agreed to otherwise by the parties unless being recalled from layoff, in which case active discipline shall have no bearing on recall.

5.5 For the purposes of eligibility of the award to the job vacancy, discipline issued after the conclusion of the 7 day posting period shall not deem the Employee unqualified.

5.6 AWARD OF THE BID:

Following notification of an award of a bid, Employees shall have three (3) working days to accept the award; otherwise, the award will be considered declined.

5.7 Team Leads: Team Leads will be selected based on the HOSPITAL Management's assessment of the Employee's ability to perform the essential functions of the job under the applicable Team Lead job description.

(A). Nutrition Services: The HOSPITAL shall attempt to fill vacancies in Nutrition Services by seniority regardless of classification, provided the Employee can perform the essential functions for the position.

If any Employee in Nutrition Services has their shift changed to the extent the position must be posted, such affected Employee will be permitted to maintain their current wage rate if they are subsequently placed in a lower grade position. If such Employee later bids up to a higher grade position, the Employee's pay will be determined based off the pay grade in which the Employee was displaced.

If a vacancy in Nutrition Services is not filled within the Department by seniority, the following priorities for selection shall apply:

1. Recall of Employees, if on recall list, within Department.
2. Recall of Employees, if on recall list, from other Departments.
3. Employees from other Departments.
4. External applicants if the position has been posted for more than seven (7) days including the date of posting, without a successful job bid. The HOSPITAL may post the position on the Hospital job postings at any time.

(B). All Other Departments: For vacancies, which the HOSPITAL decides to fill, in bargaining unit positions in departments other than Nutrition Services, the following order to award the position shall apply:

1. Recall of Employees, if on recall list, within department.
2. Recall of Employees, if on recall lists, from other departments.
3. By classification within the same cost center of the posting.
4. By classification under the same Director.
5. By any classification under same Director.
6. Hospital wide candidate within the bargaining unit.
7. Non-bargaining unit applicants if the position has been posted for more than seven (7) days including the date of posting, without a successful job bid. The HOSPITAL may post the position on the HOSPITAL job postings at any time.

5.8 TRIAL PERIOD:

5.8.1 There will be a trial period of up to ten (10) working days during which either the Employee or management may determine the selected Employee is not qualified and able to perform the job. If the HOSPITAL does not select an Employee working in the department, then the HOSPITAL shall attempt to fill the job in order of categories listed below: first on basis of classification, seniority with consideration given to ability/qualification to perform (skill, efficiency, attendance, accuracy, punctuality, flexibility, job attitude, physical and mental abilities) and prior experience on the job. The HOSPITAL may extend the trial period to a maximum of sixty (60) work days.

5.8.2 If at any time during the ten (10) day trial period the HOSPITAL, in its judgment, determines that the selected Employee is not qualified and able to perform the job, the Employee shall be returned to his/her original job without loss of seniority if it is still available. An Employee may request in writing to return to his/her former position within ten (10) working days of the beginning of the trial period. In the event the HOSPITAL elects not to fill the vacated position, the Employee will be notified prior to the beginning of the trial period. The HOSPITAL shall consider other applicants for the position using the criteria identified in Section 5(A) and Section 5(B), as may be appropriate. The HOSPITAL will be required to maintain an Employee's original job for the first 5 days of the trial period. If the original job is still vacant after the first 5 days of the trial period, such Employee will be permitted to have the position. If the original position is not available, the affected Employee will receive preference for other bargaining unit positions for which they are qualified and will be guaranteed a position within the bargaining unit.

5.8.3 Decisions as to ability/qualification to perform are managerial decisions. The UNION will not grieve these decisions, unless the HOSPITAL acted arbitrarily, capriciously, or was clearly wrong.

5.8.4 At any time during the process of filling shift and job vacancies, the HOSPITAL may temporarily assign Employees to the vacant position to cover the position during the bidding and selection process. The HOSPITAL will first ask for volunteers. If not successful, the HOSPITAL will assign the work to the less senior qualified Employee.

5.8.5 Any successful candidate for any job bid shall be placed in the classification for which they have been selected within twenty-eight (28) days of award offer unless a mutual written agreement exists between the parties to extend this placement period.

Section 6. Holiday Shifts/School Schedules.

6.1 All Employees with fewer than 35 years of service will work holidays in an equitable rotation. An Employee's school schedules can be accommodated as long as they do not place an undue burden on other Employees, and meets department needs. Prior to the approval of the requested school schedule, the Employee must submit, in writing, the proposed school schedule to the department director. When necessary, the director will coordinate a meeting between the Employee and the appropriate UNION representative to ensure that the resulting work schedule does not place an undue burden on other Employees and meets departmental needs. The Employee's school schedule approval must be obtained from the HOSPITAL before expenditure of educational fees. Approval must be obtained for each school semester.

6.2 If an Employee is scheduled to work the upcoming holiday and does not want to work that holiday, the Employee can swap shifts with another Employee within the same department with Management approval.

6.3 Employees with thirty-five (35) or more years of service shall not be required to work holidays as defined by the AGREEMENT.

Section 7.1 Vacation Selection. Seniority for the purpose of selecting vacation dates shall be based upon length of continuous service, as defined in Section 1, and applied within job classifications, unit (if appropriate) and Department or Division and subject to all relevant HOSPITAL and Department/Division policies.

7.2 Each Section, Department or Division shall define what "prime time" vacation periods are for their respective areas, identifying high use times.

7.3 Each Section, Department or Division shall have written policies that allow all Employees to be eligible for at least one week off during the identified Prime Time vacation period, by seniority, for the respective areas.

7.4 Employees shall not be allowed to trade vacation dates once scheduled.

7.5 A Prime Time waiting list shall be developed for the Employees who were denied vacation selection for specific dates. They must be on the waiting list prior to the last seniority selection date. If openings occur, for whatever reasons, then the opening will be offered to the senior person on the waiting list for the specific dates. After the last seniority selection date, openings will be first come, first served.

7.6 Employees will be eligible to accumulate PTO time prior to the start of vacation.

7.7 Vacation approvals need to be posted at the sixty (60) day point prior to the start of the department's first prime time period.

7.8 Each Section, or Department shall have written policies that allow Employees to be eligible to be off for five (5) consecutive days through the same week (M-F) and two adjacent weekends before and after the five (5) day period. Employees may be required to meet the weekend work requirements of the section or department based on departmental need. The HOSPITAL shall schedule weekend shifts (as defined by each Department) in a reasonable and equitable manner. Employees shall normally be required to work no more than every other weekend unless agreed to by Employee and management or posted in accordance with ARTICLE IX, Section 4. Unless requested, resulting from a trade, or otherwise agreed to, a weekend rotation will be considered fulfilled if scheduled for at least one (1) day of the assigned weekend and the Employee works their scheduled shift(s).

7.9 Each department will identify, at the beginning of each calendar year, a specific number of Employees in each job classification or shift who will be permitted PTO any given day, known as the "QUOTA" henceforth. The quota may be set by job classification or shift. Increases or decreases in staffing shall be taken into consideration when determining the Quota on an annual basis.

7.10 Any vacancy in the department due to short-term disability, workers' compensation, or posted job vacancies will not be counted toward the quota number.

7.11 Any request for time off submitted within fourteen (14) to twenty-eight (28) days (as determined by each department) will be approved if the departments' quotas have not been filled. Each department will handle requests outside of this time frame case by case based on staffing needs and quotas. Employees shall be permitted to trade scheduled work shifts with other Employees in the same job classification so long as such trades do not result in overtime.

7.12 Management has the right to deny requested time off in an emergent situation. The Employee has the right to have their request for time off reviewed by the labor/management review committee if their time off has been denied due to an emergent situation.

Section 8. Loss of Seniority.

An Employee will lose all seniority rights and other rights under this AGREEMENT if any of the following occurs:

- a. An Employee voluntarily quits or resigns.
- b. An Employee is discharged.

- c. An Employee is retired or a settlement has been made with an Employee for permanent disability.
- d. An Employee does not return to work within seven calendar days after recall (determined by date of postmark) from layoff.
- e. An Employee overstates a leave of absence or vacation, unless the HOSPITAL grants an extension in writing.
- f. An Employee accepts employment elsewhere during a leave of absence.
- g. When an Employee is absent from work due to layoff for a period in excess of twelve months.

Section 9. Seniority Status. An Employee's seniority status shall not be affected by absence from work for jury duty, layoff not resulting in termination of all seniority rights, bereavement leave, UNION leave, worker's compensation leave and sick leave. During such times, seniority shall continue to accrue for not more than twelve months. Seniority shall not accrue during leaves of absence for personal reasons.

Section 10. Temporary Layoffs. When conditions arise which are beyond the reasonable control of the HOSPITAL, temporary layoffs may be made without regard to seniority for periods not to exceed ten consecutive work days. Such temporary layoffs will affect only those Employees whose jobs have been temporarily shut down due to the unforeseen conditions, such as utility failures, shortages or interruptions.

Section 11. Job Assignment Change. Except as otherwise specifically provided in this AGREEMENT, when changes in job assignments are required due to promotion or transfer, or for any other reason, the HOSPITAL will not be required to assign an Employee to a job for which the Employee, in the HOSPITAL's judgment, does not have the desired skill, ability, and physical qualification to perform the job, regardless of seniority. The UNION will not grieve these decisions unless the HOSPITAL acted arbitrarily, capriciously, or was clearly wrong.

Section 12. Temporary Transfers. The HOSPITAL will have the right, when it deems it necessary to do so, to fill a vacancy temporarily without regard to seniority. Such temporary transfers will not affect an Employee's seniority rights.

If an Employee is temporarily transferred to a job classification, the Employee shall be paid per the pay scale of the job classification to which the Employee is transferred.

If an Employee is temporarily transferred to a lower rated job, the Employee will not suffer any reduction in his/her regular hourly rate. Such transfers will not exceed periods of thirty consecutive scheduled work days, unless agreed to in writing by the UNION and management.

Section 13. Seniority while outside of Bargaining Unit. If an Employee prior to, or following, the signing of this AGREEMENT was working in, or was transferred to a supervisory or other position excluded from the coverage of this AGREEMENT, such Employee shall not accumulate BARGAINING UNIT seniority for any actual time that any such Employee works in a non-bargaining unit position. When an Employee is in the bargaining unit and leaves it for a non-bargaining unit position in the HOSPITAL and then returns to a bargaining unit position, the following applies: the time out of the bargaining unit will not be counted for BARGAINING UNIT seniority purposes. The time previously in the bargaining unit will be counted.

Section 14. Seniority Rosters. The HOSPITAL (Human Resources) shall provide the UNION with a revised HOSPITAL seniority roster, by date sequence, by department, quarterly. The list shall include date of hire, full-time or part-time status, regular or temporary status, State or Corporation status, and job classification. Date of hire shall include appropriate adjustments as determined by applicable policies and/or contractual agreements. Any changes to the seniority roster reflecting actual time worked by bargaining unit members in non-bargaining unit positions such as provided in Section 12 above, or otherwise, shall be brought to the attention of the Vice President of Human Resources by the UNION within thirty (30) days of receipt by the UNION of the seniority roster from the HOSPITAL. If changes to the seniority roster are not received by the Vice President of Human Resources within that thirty (30) day period, the seniority roster shall be considered accurate and final.

ARTICLE X DISCIPLINE

Section 1. Employee Obligations/Work Rules. Each Employee will perform the work assigned by a supervisor and will be responsible for the proper and efficient performance of such work within job classification. In addition, each Employee will observe and comply with officially established work rules dealing with performance, safety, housekeeping, personal conduct and attendance. Employees will participate in the Performance Improvement Process (PIP). UNION stewards and officers shall not be held to a different standard with regard to work rules.

Failure to properly perform assigned work and/or failure to comply with officially established work rules will result in disciplinary action up to and including termination of employment.

Updates to the WVUH Policy and Procedure Manual and job description changes will be furnished to the Local 814 Office within two weeks of the approved revisions

Section 2. Disciplinary Interviews. An Employee must be represented during disciplinary actions by the department steward or Union Representative as provided in Article IV unless the Employee refuses representation in writing in the presence of a steward or Representative in writing or as verbally witnessed by a steward or Representative by telephone. The chief steward or designee will be available at all times during their assigned shift. The chief steward and/or designee must be present within thirty (30) minutes or management may proceed without UNION representation. In cases involving threats of violence or suspected impairment, management may proceed with interviews if a steward is not immediately available. If the department steward is unavailable or unable to represent, representation can be by a UNION officer, chief steward or the appropriate field representative. Changes to work rules will be discussed in department meetings, and Employees unable to attend will be informed of such changes.

The department management or designee must issue any written disciplinary action within fourteen (14) calendar days of the date of the alleged infraction, or when the department management or designee first became aware of the alleged infraction. The fourteen (14) calendar day period of time, in which verbal or written disciplinary actions must be issued, does not commence until the day following the date the supervisor or designee first became aware of the infraction. The HOSPITAL will not accumulate infractions over a period of time and issue disciplinary actions for the infractions as a group. Occurrences for attendance and any corrective action issued during an Employee's probationary period will be in effect after the probationary period ends.

Management must appoint a designee in their absence on day shift during the regular work-week to hear or review reported complaints. Management will inform all Employees to report all infractions, violations, complaints, disturbances they have witnessed.

If the HOSPITAL requests an extension of up to fourteen (14) calendar days in writing prior to the expiration of the established time limit, the Business Manager, Full-time Representative, chief stewards, or any UNION member designated by the Business Manager, will grant the first such request. Additional extensions may be granted by mutual agreement, and shall not unreasonably be denied.

Section 3. Attendance. The Hospital has a no-fault time and attendance policy. Absences that qualify as an occurrence are counted regardless of the reason. Employees are expected to be aware of this policy and monitor their attendance accordingly. This includes requesting time off in advance, whenever possible, so that time off can be scheduled, and following proper procedures for requesting time off. Management is expected to monitor Employee attendance and address absenteeism that does not meet Hospital standards. Management is encouraged to coach Employees whose attendance is becoming a concern before corrective action applies. Management is expected to use judgment, sensitivity, and to consult Human Resources for guidance if they are unsure of how to handle situations arising under this policy. Notwithstanding the requirements of the attendance policy, Management retains the right to use its sole discretion in forgiving certain absences and/or tardy events that Management determines to be for valid reasons on a non-precedent setting basis.

A. Attendance Corrective Action.

The following grid shows the number of occurrences and the corresponding corrective action that will result, including the treatment of No-Call/No-Show absences.

Full-Time and Part-Time Employees

	Rolling 12-Month Period	Corrective Action
Occurrence <ul style="list-style-type: none"> 1 Absence 2 Tardy/Early Out (up to half of shift) 	5 Occurrences	First Written Warning
	6 Occurrences	Second Written Warning
	7 Occurrences	3 rd and Final Written Warning
	8 Occurrences	Termination
Single Day of No-Call/No-Show	1 Occurrence	3 rd and Final Written Warning or Termination if cumulative occurrences warrant
	2 Occurrences	Termination

Casual Status Employees

	Rolling 12-Month Period	Corrective Action
Occurrence <ul style="list-style-type: none"> 1 Absence 2 Tardy/Early Out (up to half of 	2 Occurrences	First Written Warning
	3 Occurrences	Second Written Warning

shift)	4 Occurrences	3 rd and Final Written Warning
	5 Occurrences	Termination
Single Day of No-Call/No-Show	1 Occurrence	3 rd and Final Written Warning or Termination if cumulative occurrences warrant
	2 Occurrences	Termination

B. Definitions.

For purposes of this policy:

1. “Absence” means missing more than half of a scheduled shift or an assigned work time without management approval due to lateness/leaving early or missing an entire shift or work period.
2. “Consecutive Days of Absence” for the same reason are considered as one occurrence up to three (3) consecutive scheduled work days. Should an Employee attempt to return to work, and subsequently miss an additional day or days for the same reason within three (3) days, management may consider the subsequent day(s) as part of the original occurrence. Following three (3) consecutive scheduled work days of absence, an Employee is required to apply for and be granted a leave of absence to have the additional days considered as a single occurrence. Should a leave of absence be granted for a legally-required reason (e.g. Family and Medical Leave Act, ADA accommodation.), the entire period of absence is not considered an occurrence. Should a leave of absence not be granted, each day beyond the third day will count as a separate occurrence. Employees that are absent for a medical illness/injury are required to submit a physician’s return to work note prior to returning to work after three consecutive days of absence.
3. “Early Out” means the employee leaves work before the end of the scheduled Work Day. An Early Out will count as a full occurrence if the employee works less than half of the scheduled Work Day. If the employee works at least half of the scheduled Work Day, the Early Out will count as one-half of an occurrence.
4. “No-Call/No-Show” means when an Employee fails to report to work and fails to notify the Hospital of an absence using the defined procedure for doing so. Two (2) instances of no-call/no-show within a rolling 12-month period will result in voluntary termination of employment. Job abandonment occurs when an Employee has been a no-call/no-show for two (2) consecutive work days, resulting in voluntary termination of employment.
5. “No-Fault” means Absences that qualify as an occurrence are counted regardless of the reason.
6. “Occurrence” means the measurement (Absence, Tardy or Early Out) used to determine the applicability of corrective action for attendance. Occurrences do not include scheduled absences, Special Circumstances or approved leave of absence.

7. “Rolling 12-Month Period” means the 12 months preceding and including the most recent occurrence.
8. “Scheduled Absence” means a pre-approved absence from work that is covered under a Hospital policy, including, but not limited to Workers’ Compensation, PTO (scheduled), FMLA, ADA accommodation, holiday, bereavement, military, jury duty.
9. “Special Circumstances” means absences from work not considered as unscheduled absenteeism or occurrences, including an Employee removed from the work schedule as a result of an infectious disease or under the provisions of an Infection Control policy, or an Employee or immediate family member (as defined in Article XVIII [Bereavement Leave]) hospitalized but not FMLA-eligible or declared weather emergencies.
10. “Tardy” means an Employee is not present at their designated work area at the start of a Work Day. A Tardy will count as a full occurrence if the Employee works less than half of their scheduled Work Day. If the Employee works at least half of the scheduled Work Day, the Tardy will count as one-half occurrence. It is the expectation that the Employee uses department’s designated time station to clock-in and clock-out as appropriate.
11. “Unscheduled Absence” means any absence that is not scheduled from work, including assigned training, call shifts or overtime.
12. “Work Days” means scheduled and/or assigned work shifts or work periods.

C. Guidelines.

1. Daily attendance records will be maintained on all Employees in a time-keeping system.
2. Paid Time Off (PTO) must be used when it is available to cover absence from work unless the absence is an approved leave of absence.
3. If an Employee is scheduled to work and finds another Employee to work for Employee, and it is approved in advance by management, that absence will not be counted as an occurrence.
4. Management may require an employee to provide supporting documentation for an Absence, Tardy, or Early Out-where the Employee requests that the occurrence be excused or combined as consecutive days of absence or where the Hospital is investigating a pattern of absences. If the Employee chooses to leave without management approval, the Employee may be subject to performance corrective action.
5. If an Employee calls off work the calendar day before and/or the calendar day after the holiday, the Employee is not eligible for the holiday benefit. If the Employee is scheduled to work the holiday and calls off, the Employee will not receive the holiday benefit.
6. If an Employee’s request for time off is denied and the Employee takes the time off, the Employee may be subject to performance corrective action at the discretion of his/her supervisor/manager. The absence will also count as an occurrence.

All occurrences an Employee requests to be excused or combined as consecutive days of absence, or which are part of a suspected pattern of absences, are subject to verification. All unscheduled absences for which an Employee fails to provide verification when requested shall be treated as a separate occurrence for each absence.

7. Falsification of any reason(s) and/or documentation for an absence may result in corrective action up to and including termination of employment.
8. The following are also subject to performance corrective action (see Section 4): failing to use required call-off procedures, failing to follow procedures for clocking in and out, exhibiting patterns of absenteeism or tardiness.

D. Transition.

1. All occurrences before June 1, 2024, or the date of ratification of this Agreement, whichever occurs sooner, shall be disregarded for purposes of attendance discipline.
2. Accumulated occurrences incurred on or after June 1, 2024, or the date of ratification of this Agreement, whichever occurs sooner, shall be used in determining discipline.
3. No call/no show occurrences and related disciplines incurred before June 1, 2024 or the ratification date of this Agreement, whichever is sooner, shall be disregarded.
4. Any attendance-related last chance agreement in effect as of June 1, 2024 shall remain in effect. If an Employee on a last chance agreement in effect as of June 1, 2024 works for 180 days without an occurrence, paragraph 1 shall apply to the Employee.
5. This agreement will not change the status of any Employee terminated prior to its ratification date.

Section 4. Progressive Discipline for Performance-Related Issues. The HOSPITAL will follow the principles of progressive discipline with respect to all minor performance-related offenses, and consistent therewith, issue a written warning for the first offense and a second written warning for the second offense. On the third offense, the HOSPITAL will issue a third written warning and for the fourth offense, the HOSPITAL may discharge the Employee. A three (3) day suspension consisting of no more than twenty-four (24) hours with the third written warning will be enforced.

Section 5. Progressive discipline will not apply in instances involving conduct which constitutes a serious violation of the rights of our patients, families, or other Employees or disrupts the ability of the HOSPITAL to carry out its mission. The HOSPITAL may issue a second or third written warning for a first offense for any such conduct. Examples of such conduct for which the HOSPITAL may discharge on a first offense, shall include, but not be limited to the following:

- a. Theft or removal of HOSPITAL property or the property of another employee or patient without proper authorization;

- b. Drunkenness, being under the influence of intoxicants during working hours or bringing of intoxicants onto the job;
- c. Using or being under the influence of drugs or narcotics during working hours, or bringing drugs or narcotics to the job; provided, however, that an Employee may take medication prescribed by a doctor while on duty if said medication does not adversely affect the Employee's ability to perform his/her job;
- d. Deliberate failure to comply with work or safety rules, e.g. failure to properly dispose of infectious waste; failure to use protective barriers;
- e. Insubordination, refusal or intentional failure to perform assigned work;
- f. Falsification of records, e.g. false statements or information withheld on the application for employment, health assessment physical, PINC cards, reason for absence/tardiness or early quit, or any other falsification of information or dishonesty regarding HOSPITAL business;
- g. Sabotage, any willful act of conduct detrimental to patient care or HOSPITAL operation;
- h. Gross neglect of duty, including refusal to follow orders of supervisor;
- i. Disorderly conduct, fights or threats of bodily injury or the use of profanity, inappropriate, abusive or threatening language, or non-verbal gestures directed to or in front of employees, visitors, patients, or others while on HOSPITAL property, or during the scheduled work shift;
- j. Carrying concealed weapons, firearms, or explosives while on HOSPITAL properties;
- k. Breaches of confidentiality, including patient information, giving personal computer security codes to others including Electronic Medical Records Documentation & TID codes;
- l. Inappropriate touching, of another employee, patient, visitor, medical staff or student while on HOSPITAL property, or during their scheduled work shift;
- m. Harassment of any type including, but not limited to sexual, racial, handicap, ethnic origin, or religion;
- n. Sleeping on the job;
- o. Excessive absence from work without bona fide reasons; excessive absence means failure to report off for two consecutive days, or failure to provide a physician's statement upon return to work after more than five (5) consecutive work days' absence due to reporting off because of illness;
- p. Calling an unauthorized strike, walkout, or slowdown;
- q. Serious violations of driver safety requirements (as defined in Appendix V);

- r. Other criminal acts committed in the course of employment or which have a substantial connection with job duties.

An Employee guilty of a first offense under any subsections above may be referred to the HOSPITAL's Employee Assistance Program (E.A.P.).

This provision relating to EAP referral shall not apply to situations in which an offense arising under the above subsections that also involve harm or the threat of harm to persons, or significant harm to property.

Any such Employee referred to EAP shall, as a condition of continued employment, fully comply with the program developed by EAP and HOSPITAL management.

Management referral to EAP shall be a one-time occurrence, for subsections B & C.

If an Employee is placed on suspension pending the outcome of an investigation for a work-related violation and the outcome of the investigation results in no discipline being issued, the Employee shall receive their regular base pay rate for the time missed while on investigatory suspension.

For performance, if an Employee goes for a one hundred and fifty-one (151) calendar day period from date of last infraction, excluding time off due to or approved medical leave, personal leave, or UNION leave without additional disciplinary action, the Employee shall back up one step of the disciplinary ladder.

The Employee shall back up an additional step for each successive one hundred and fifty-one (151) calendar day period, excluding time off due to any approved medical leave, personal leave, or UNION leave, that the Employee goes without additional disciplinary action.

Section 6. An Employee who feels that the Employee has been improperly discharged or disciplined may initiate a grievance to be processed in accordance with the grievance and arbitration provisions of this AGREEMENT.

Section 7. Employees will be given a copy of all written warnings, written corrections or suspensions, and the Steward and UNION will be furnished a copy. Every Employee will be required to sign a statement acknowledging receipt of all written warnings and suspensions.

Section 8. An Employee discharged will be given a written separation of employment form describing the reason for the Employee's discharge. The UNION will be furnished a copy prior to discharge, or as soon thereafter as may be practical. The discharged Employee will be required to sign a statement acknowledging receipt of his/her discharge notice. In the event an Employee is unavailable to sign this statement, the HOSPITAL will transmit the discharge notice to the Employee's home address by certified mail or carrier service.

Section 9. In the event the HOSPITAL adopts a hospital-wide attendance recognition program for all employees, the HOSPITAL agrees to meet and negotiate with the UNION regarding implementing the program for all Employees.

ARTICLE XI NON-DISCRIMINATION

Section 1. The HOSPITAL and the UNION will comply with all laws preventing discrimination against any Employee because of race, color, religion, ancestry, sex, (including gender, pregnancy, sexual orientation, and gender identity), national origin, age, disability, blindness, veteran status, union membership or FMLA status, as well as sexual and other unlawful harassment. Charges of unlawful harassment will be investigated.

Section 2. This AGREEMENT shall be administered in accordance with the applicable provisions of the Americans with Disabilities Act, and the West Virginia Human Rights Act's disability provisions, and any other federal, state or local laws, rules or regulations.

Section 3. The grievance process in this Agreement shall not be the exclusive means for an employee to raise issues or complaints under this Article.

Section 4. All references to Employees in this AGREEMENT apply to all Employees regardless of sex or gender.

ARTICLE XII UNION BULLETIN BOARDS

Ten (10) glass enclosed bulletin boards, approximately 3' x 5' will be provided and maintained by the HOSPITAL, and will be used for posting notices duly signed by a UNION officer. The ten (10) bulletin boards will be placed at WVUH, Chestnut Ridge Center and United Linen Services, Physician Office Center and newly constructed facilities where the UNION has been certified and/or recognized by the HOSPITAL as the Employees' collective bargaining representative in non-public areas mutually agreed upon and accessible to Employees. Two (2) of the ten (10) bulletin boards will be placed in the Southeast Tower. One (1) of the ten (10) bulletin boards will be located near the service elevator on the 4th floor of WVUH.

The UNION agrees that bulletin boards will be utilized for official business use only and will refrain from comments or materials reflecting on management or, actions of management. Political statements will be limited to the UNION Newsletter. The UNION will inform members of endorsed candidates as required by the International Union.

ARTICLE XIII SAFETY

The HOSPITAL and the UNION shall encourage Employees to work in a safe manner and cooperate with the HOSPITAL in maintaining the HOSPITAL's rules, policies, and practices pertaining to safety and health.

Every recommendation for the protection of the safety and health of Employees submitted by an Employee to his/her immediate supervisor shall be promptly considered by the HOSPITAL, and appropriate action taken whenever, in its judgment, deemed necessary.

The HOSPITAL agrees that the UNION may nominate two (2) qualified Employees to serve on the Hospital Safety Committee.

ARTICLE XIV HOURS OF WORK

Section 1. The “work day” for each Employee shall be the twenty-four (24) hour period starting at the commencement of his/her shift. An Employee will be given a 7-minute window prior to the beginning of the shift and a 7-minute window after the end of each shift to allow for adequate time for clocking in and out of his/her shift.

Section 2. The regular “work day” for Employees shall consist of eight (8), ten (10) or twelve (12) consecutive hours, exclusive of an unpaid meal period, as established by the HOSPITAL. Exceptions to the above include current positions that consist of schedules other than those that are eight (8), ten (10) or twelve (12) consecutive hours, future postings that stipulate hours other than those that are for eight, ten (10) or twelve (12) hours; and those whereby both the HOSPITAL and the Employee agree to schedules other than eight (8), ten (10) or twelve (12) hour shifts.

Section 3. The “work week” for each Employee shall consist of seven (7) consecutive days, beginning at 7:00 a.m. on Sunday and ending at 6:59 a.m. on the following Sunday. The HOSPITAL may, in its sole discretion, change the work week for Employees or any subset of Employees, upon thirty (30) days’ notice to the UNION. Any changes to the work week shall not affect the frequency of employee pay periods. Employees will not be required to work more than seven (7) consecutive days unless both the Employee and management agree. Employees normally will not be required to work more than five (5) consecutive days.

Section 4. Each full time Employee’s scheduled work week will normally be forty (40) hours; however, additional hours of work over and above regularly schedule daily and weekly hours may be required on a daily and weekly basis.

Section 5. Voluntary Overtime. The HOSPITAL will assign overtime work as equally as practical among volunteering Employees in the classifications of work where such overtime is to be worked on a rotating basis using seniority and the ability to perform the necessary work, where such overtime is to be worked. Each department will maintain a seniority based overtime roster list and keep records of overtime worked. Any Employee declining voluntary overtime has exercised the right to not participate in the voluntary overtime.

Overtime of four (4) hours or less will normally go to the Employees on particular job assignments during regular working hours using seniority rotating basis. If staffing needs remain, volunteers from the department will be sought using the departmental seniority based overtime roster list.

In the event scheduled overtime is cancelled by the HOSPITAL at least two (2) hours before the time fixed for commencement of the overtime, Employees shall not be entitled to any pay for the canceled overtime period. Notification of less than two (2) hours shall entitle the Employees to two (2) hours reporting pay at the appropriate rate.

An overtime premium rate of one and one-half (1½) times the Employee’s regular rate shall be paid for all hours worked in excess of forty (40) hours worked in a workweek. All hours worked on holidays will also be counted as hours worked for overtime purposes.

The HOSPITAL reserves the right to schedule overtime and to require Employees to work overtime.

If additional Employees are needed to work overtime, the HOSPITAL may select additional Employees within the department first and then outside the department. To be offered overtime work, Employees must have the skill, ability, physical qualifications, and experience to perform the necessary work. Employees accepting extra time in lower classifications will not suffer any reduction in his/her primary hourly rate. Overtime records will be made available at any reasonable time upon request by the UNION.

Section 6. Mandatory Overtime. At the time overtime work is mandatory and there are no volunteers in the classification at the unit cost center level on a rotating basis, the least senior available Employee within the unit able to do the work will be required to work on a rotational basis. In the event circumstances require mandating overtime between units of a department under one director (i.e., unanticipated changes in patient volume and/or work load, excessive call offs) the least senior Employee within the department and within the classification on a rotating basis will be required to work. Mandatory overtime hours worked shall be compensated at one and one-half (1½) times the base rate of pay when the Employee works in excess of forty (40) hours in a workweek.

The HOSPITAL reserves the right to schedule mandatory overtime and to require Employees to work overtime subject to the following conditions:

- Exercising reasonably the right to define emergency situations: Mandatory overtime should be characterized by emergent situations, extreme/unpredictable fluctuations in workload or staffing levels. These situations are periodic or atypical – not the norm. They should be characterized or determined by whether or not patient care is adversely affected. There may also be major project work that occurs which is outside of normal work load such as annual inventory.
- Any mandatory overtime worked, regardless of length, will be considered an occurrence of mandatory overtime.
- In assigning overtime work, the HOSPITAL agrees to consider circumstances that might cause such an assignment to be an unusual burden for the Employee. The HOSPITAL shall make reasonable efforts to provide at least two (2) hours' notice before the end of the Employee's shift before assigning mandatory overtime.

When such circumstances do exist, the Employee shall not be required to work unless the Employee's absence – in the judgment of the supervisor – would cause the HOSPITAL to be unable to meet its responsibilities.

Section 7A. Low Census. In circumstances when there is a temporary decrease in work available, the following will apply:

- The HOSPITAL will assure adequate staffing in all areas, specific to the job classification. Employees working overtime, or above their hired FTE in their department, will be the first to be sent home.
- Flex Employees with an "available" day will be the next.

- The HOSPITAL may ask for volunteers to go home, with consideration first given to an Employee's seniority, done on a rotational basis, in the situation where overtime and/or extra time is not present. The rotational basis for volunteer low work volume days will be offered first at the unit cost center level having the temporary decrease in work.
- In the event there is still a need to send staff home, Employees will be sent home beginning with the least senior in the job classification, and then on a rotational basis, provided that the remaining staff can do the work, thereafter with equal distribution of these days off.
- Any low census time served, regardless of length, will be considered an occurrence of low census.
- In the event a scheduled shift is canceled by the HOSPITAL at least two (2) hours before the scheduled shift, Employees will not be entitled to pay for the canceled shift. Notification of less than two (2) hours shall entitle Employee to two hours reporting pay at the appropriate rate.

Section 7B. In the event that staff is needed to be pulled to another cost center, the pull will be done on a rotational basis. Any consecutive two (2) hour period of pull time served will be considered an occurrence of pull time. If an Employee is pulled within the same cost center, the time served will not be considered an occurrence of pull time.

Section 7C. An Employee who is pulled by Management for two (2) hours or more shall receive "pull pay" at the rate of \$0.50 per hour in addition to the Employee's regular pay rate. "Pull pay" shall only apply to Clinical Associates and Unit Clerks covered under this contract.

Section 8. The "pay period" shall consist of two (2) consecutive work weeks.

Section 9. Thirty (30) minutes without pay shall be allowed for lunch approximately halfway through each full work shift. Employees leaving the building for non-work activities such as lunch or personal errands are to clock out when they leave and clock back in when they return. Lunches are intended to be uninterrupted. However, Employees must leave all HOSPITAL communication devices (i.e. phones, pagers, etc.) on the unit or handed off to a designated person, or sign out of the appropriate system when leaving for lunch break. If lunch is interrupted by management, the Employee may elect to either have another lunch or to be paid for the missed lunch break.

Section 10. Employees will be given two (2) fifteen-minute paid break periods scheduled approximately one quarter and three quarters of the way into each regular eight (8) hour work day. The Employee will not be pulled off breaks to perform work duties unless in an emergent situation. An additional fifteen-minute break period will be provided for every four (4) hours worked over an eight (8) hour regular work shift. Employees shall not leave the premises during break periods.

Section 11. Employees are expected to report dressed and ready for work at the designated starting time for their shift and their designated job location, and to remain working in their designated job location until the designated end time for their shift.

Section 12. In the event an Employee is called by the HOSPITAL to come back to work after work hours, a minimum of two (2) hours pay at the Employee's regular rate will be granted.

Section 13. The HOSPITAL shall provide ten (10) hours between scheduled work shifts except when mutually agreed upon by Employee and management.

Section 14. Nothing in this AGREEMENT shall be construed as guarantee by the HOSPITAL of hours worked per day, week or year.

ARTICLE XV LEAVES OF ABSENCE/MEDICAL

Seniority shall remain and accrue during an approved period of leave.

A medical leave of absence is available to a full-time or part-time Employee after the completion of their probationary period. An Employee with one (1) or more years of benefit eligible service is eligible for a medical leave covering a period of time, which in combination with receipt of illness related benefit payments (Short Term Disability, Paid Days Off, Carry Over Sick, Worker's Compensation), equals a total of one (1) year from the last day worked prior to the onset of disability. An Employee with more than ninety (90) calendar days and less than one year of benefit eligible service and has successfully completed their probationary period is eligible for a medical leave totaling a period of one hundred and eighty (180) calendar days from onset of disability. Employees shall re-qualify for a full medical leave after the earlier of (a) completing a one hundred and twenty day calendar schedule, excluding absences for suspension, FMLA, Jury Duty, Bereavement Leave, Military Leave, Worker's Compensation or Union Leave of Absence pursuant to Article XVII, Section 2; or (b) completing twelve (12) calendar months immediately following the date of return from the initial onset of disability. For purposes of the twelve (12) calendar months, Employee not actively at work at the completion of twelve (12) calendar months will not have their short-term disability reset until they return to active status. Any time worked prior to the re-qualifying of full medical leave will be counted toward the Employees remaining balance of medical leave for which the Employee was eligible prior to the use of medical leave.

Employees working at another job while on MLOA without his/her supervisor's approval will have their MLOA canceled immediately, and the Employee's employment will be terminated.

If an Employee has not returned to work by the last day of the medical leave, employment will be terminated unless the Employee is on a leave of absence required by law. If the Employee is receiving Temporary Disability Benefits under Worker's Compensation, benefits will be terminated on the last date of medical leave.

A statement from a physician which addresses the diagnosis, prognosis, work restrictions and ability to return to work is required. Assistance in obtaining and/or evaluating such information is available through the Employee Health Department.

Employees returning from medical leave of absence, with or without work restrictions, within their eligible time period as set forth in this ARTICLE, and whose position has been filled, shall be placed in the first available open position for which they are qualified, so long as such position is one that reasonably accommodates the individual's disability consistent with applicable federal and state law, including the Americans with Disabilities Act and the West Virginia Human Rights Act.

Attempts will be made to minimize any loss of FTE status, wages and benefits. Employees placed in an open position other than their normal job classification pay grade, will be compensated according to the pay grade of their placement and their seniority.

Failure by an Employee to accept the first offered position that reasonably accommodates their disability, at a 0.5 FTE status or above, whether inside or outside of the employee's classification, will result in termination.

If a position is not readily available as provided above the Employee with permanent or temporary work restrictions may be placed in the Transitional Duty Program and will follow all transitional duty policy guidelines. If a transitional duty position is not available that meets the Employee's restrictions, the Employee with temporary restrictions shall be eligible for the remaining period of the balance of their medical leave of absence while the Employee seeks a position that meets their qualifications and restrictions. If a position is not obtained at the end of the eligible medical leave period, employment will be terminated.

For purposes of this ARTICLE, the Employee may seek a position that meets their qualifications and restrictions at the HOSPITAL with preferential consideration.

An Employee with permanent restrictions shall be given thirty (30) days from their physician release date to obtain a position for which they are qualified and meets their restrictions while their medical leave of absence is continued. If a position is not obtained at the end of thirty (30) days, the Employee shall be placed on a personal leave of absence for the remainder of their eligible medical leave period while the Employee continues to seek a position that meets their qualifications and restrictions. If a position is not obtained at the end of the eligible leave period, employment will be terminated.

Employees who have exhausted twelve (12) months of medical leave, and are terminated will receive preferential bidding rights for re-employment for vacant positions for which they are qualified, over internal candidates regardless of seniority for a period of a maximum of ninety (90) days. After this point, an additional ninety (90) days of preferential consideration will be given for re-employment. Upon rehire, HOSPITAL and UNION seniority will be reinstated. For purposes of preferential bidding rights and preferential consideration, the employee's status in all respects at the time of termination will remain in effect and continue in effect upon rehire.

ARTICLE XVI LEAVES OF ABSENCE/PERSONAL

A full-time or part-time Employee with HOSPITAL service of more than six (6) months is eligible for a Personal Leave of Absence. A period of time from one (1) week to one (1) year may be approved at the discretion of the Department Director, if the Employee intends to be available for work at the end of the leave. A leave of absence will not be approved for the purpose of working or seeking employment elsewhere. The Employee is required to notify his/her department of intent to return prior to the end of the leave of absence. Employees on personal leave will not be eligible for HOSPITAL benefits with the exception of those covered by COBRA. Employees found working at another job, without his/her supervisor's knowledge, may be immediately terminated. Seniority shall remain but not accrue during an approved period of personal leave.

ARTICLE XVII UNION LEAVES OF ABSENCE

Section 1. Officers. Leaves of absence without pay shall be granted for extended full time duty for the Officers of the Local or International Union for a period of not to exceed one (1) year. The HOSPITAL agrees that second year leave of absence shall be considered upon proper application and approval from the Vice President of Human Resources. Employees on extended full time UNION LEAVE shall not be entitled to any benefits provided in this AGREEMENT.

Section 2. Others. Limited leaves of absence, without pay (except for Labor Management Meetings), shall be granted to employees to attend local, district, and International UNION events. Such events are outlined in Appendix IV.

For approved events, the UNION agrees to provide a listing of those positions to attend (e.g. business manager, president, steward, etc.) each of the events. This listing will be made available to management by the second week of each AGREEMENT year. For positions to attend where it may be one of several individuals, as with stewards, the request is to be made sixty (60) days prior to said event.

The Business Manager may take time off from work to conduct UNION business so long as the time off is for a full shift, requested at least seven (7) days in advance in writing and the quota is not met. If the Business Manager is called off from work due to unexpected representational issues on behalf of Local 814 members, such absences shall not be counted as an unexcused absence as long as they do not exceed three (3) days per quarter. The Business Manager may take PTO, time off without pay, elect to be compensated directly by the UNION, or be paid by the HOSPITAL. If paid by the HOSPITAL, the UNION will be billed for such time and will provide reimbursement other than this exception. All work rules and policies regarding absenteeism, calling off, departmental quotas, and PTO will apply.

All other UNION meetings, functions and activities, not specifically outlined in Appendix IV, will be subject to approval by the department director based on individual department quota guidelines.

ARTICLE XVIII BEREAVEMENT LEAVE

An Employee shall be entitled to up to twenty-four (24) hours of paid time off for bereavement leave. The Employee will be paid prorated straight time bereavement leave according to their FTE status during time absent from work in case of a death of the Employee's immediate family. The bereavement leave must be used within ninety (90) days from the date of the funeral. Immediate family shall be limited to the spouse, father, mother, step-father, step-mother, child, step-child, brother, sister, step-brother or stepsister, mother-in-law, father-in-law, son-in-law, daughter-in-law, and grandparent and grandchildren. Employees, for good cause shown, may take additional days of unpaid bereavement leave, or paid days (two) off, (up to 16 hours), to meet emergency situations, and the days will not be considered an occurrence. Any approved absence will not be considered an occurrence of absence. For the purpose of Employees who work 12-hour shifts, the Employee may take up to eight (8) hours additional time as absent without pay. This time will not be considered an occurrence of absence. Employees will be given the first opportunity for any additional hours available for those non-worked hours during the following two (2) pay periods, if the employee so desired.

An Employee may take time, unpaid or PTO, to attend the funeral of a sister-in-law, brother-in-law, grandfather-in-law, or grandmother-in-law, aunt, uncle, nephew and niece and the time will not be considered an occurrence of absence.

Management has the right to ask the employee for proof of death and of relationship upon the Employee's request for paid or unpaid bereavement leave which will be provided within forty-eight (48) hours of the Employee's return to work.

ARTICLE XIX JURY DUTY LEAVE

Section 1. Eligibility

1.1 All regular status full and part-time Employees scheduled to work at least 20 hours per week are eligible for the jury duty benefit.

Section 2. Guidelines

2.1 The HOSPITAL recognizes jury duty is a civic responsibility of its employees.

2.2 Employees called for jury duty will be given excused time off to serve.

2.3 Scheduled time that is missed by a benefits-eligible Employee due to jury duty will be paid at the Employee's base rate and does not include premium pay.

2.4 An Employee appearing in the Employee's own case as a plaintiff or defendant or for a non-subpoenaed court appearance will not receive jury duty pay. Paid time off (PTO) must be used and approved by a manager.

2.5 Employees are eligible to continue participation in all benefit programs during the duration of their jury duty.

2.6 Employees are permitted to retain any monies provided to them by the court along with their regular pay. There is no offset to the Employee's regular pay.

Section 3. Procedure for Using Jury Duty Benefit

3.1 The Employee should notify management and enter the request into Kronos as soon as the Employee has received notification from the state or federal courts of the obligation to serve as a juror.

3.2 The Employee is responsible for uploading a copy of the juror notification into UltiPro.

3.3 An Employee who reports for jury duty and is excused from serving must report to work for the remainder of the Employee's shift.

3.4 While serving on jury duty, Employees are expected to call in to their manager daily, or as needed, to keep the manager apprised of their juror status.

3.5 The Employee must notify the manager once the Employee has completed jury duty and provide a copy of the court documentation as evidence of the number of days the Employee has served.

Section 4. Payment of the Benefit

4.1 In cases where an Employee is scheduled to work an off-shift, the following guidelines for payment of the jury duty benefit will be applied. While this list is not all inclusive, it is meant to serve as a guideline for payroll processing when required to serve on jury duty for an entire day. In no circumstance shall an Employee receive more than 12 hours paid benefit for each full one (1) day of jury duty served or exceed their authorized scheduled hours.

4.1.1 Scheduled 8, 10 or 12 Hour Day Shift Employees: Excused from scheduled shift and receives paid benefit to match the scheduled shift.

4.1.2. Scheduled 8, 10 or 12 Hour Off-Shift Night Prior to Jury Duty ONLY: Excused from the scheduled shift and receives paid benefit to match the scheduled shift.

4.1.3 Scheduled 8, 10, or 12 Hour Off-Shift Night on the day of Jury Duty ONLY: Excused from scheduled shift and receives paid benefit to match the scheduled shift.

4.1.4 Scheduled 8, 10 or 12 hour Off-Shifts on the Night before and the Night of serving Jury Duty: Receives paid benefit for schedule shift prior to serving jury duty. Employee shall be excused from scheduled off-shift immediately following jury duty and must use PTO for missed off shift.

4.1.5 Scheduled afternoon the evening before jury duty: Employee is required to work entire scheduled shift; no paid benefit.

4.1.6 Scheduled afternoons the evening of serving jury duty: Excused from scheduled shift and receives benefit to match scheduled shift up to 12 hours.

ARTICLE XX MILITARY LEAVE

Section 1. Guidelines for Military Leaves of Absence

1.1 The Employee must be taking part in military duties such as leaves of absence taken by members of the uniformed services, including Reservists, and National Guard members, for training, and periods of active military training.

- 1.2 The Employee should notify management with the notice of need for leave as far in advance as possible.
- 1.3 To request a temporary or extended military leave of absence, the Employee should contact the third party administrator (TPA). The TPA will request a copy of the military orders and review for approval. Employees on temporary or extended military leave may, at their option, use any or all accrued paid vacation during the leave.
- 1.4 If the Employee has been on a military leave longer than 30 days, the Employee must make an application for reemployment within the application period set forth below. The Employee will receive benefits for 30 days while the Employee is applying for reemployment. If less than 30 days, the Employee will return to work, without re-applying.
- 1.5 If the Employee does not return to work, the supervisor must notify Human Resources so that appropriate action may be taken.

Section 2. Benefits for Military Leave Usage

- 2.1 The Employee is eligible for coordination of pay for up to 80 hours annually based on regularly scheduled hours.
- 2.2 The Employee performing military service for less than 31 days will continue to be enrolled in medical benefits as if the Employee had remained employed. The Employee will be responsible for the employee portion of the medical insurance premium.
- 2.3 Employees will continue to accrue seniority for benefit purposes if leave is more than 30 days.
- 2.4 If the Employee is performing military service of more than 30 days and is considered full-time for purposes of the Affordable Care Act (ACA), the Employee may continue coverage in the medical insurance program, as long as the employee share of the medical premium is paid timely. If the Employee is not considered full-time for purposes of ACA, the Employee may continue the medical insurance for up to 24 months through COBRA. The Employee will be required to pay 102% of the full premium rates (both employer and employee).*
- 2.5 Employees performing military service of more than 30 days may elect to continue dental, vision and healthcare spending account programs for up to 24 months through COBRA. The Employee will be required to pay 102% of the full premium rates (both employer and employee).
- 2.6 The group term life/AD&D, long term disability and short term disability coverage will terminate the day the Employee becomes active military.
- 2.7 With respect to the retirement plan, upon reemployment, Employees who have taken military leave will be credited for purposes of vesting with the time spent in military service and will be treated as not having incurred a break in service.

- 2.8 Upon reemployment, the Employee may make any or all employee contributions to the retirement plan the Employee would have been eligible to make had the Employee's employment not been interrupted by military service. These contributions must be made within a period that begins with the Employee's reemployment and that is not greater in duration than three times the length of the Employee's military service. The Employee will receive all associated company match for these contributions in addition to the employer non-elective contributions.

Section 3. Reemployment after Military Leave

Length of Military Service	Apply for reemployment/or report to place of employment
1 – 30 Days	No later than the beginning of the first full work period on first full calendar day following completion of service plus 8 hours to allow for transport home
31 – 180 Days	Must apply for reemployment no later than 14 days following end of service
181 + Days	Must apply for reemployment no later than 90 days following discharge.

The above time limits could be extended for up to two years if an Employee is hospitalized or convalescing from a service-related illness or injury. Generally, only individuals discharged under honorable conditions are eligible for reemployment.

Length of Military Service	Employment Status When Employee Returns to Work
1 – 90 Days	The Employee will be reinstated in the position and pay rate the Employee would have occupied had the Employee remained continuously employed, so long as the Employee is qualified for the job or can become qualified after reasonable efforts by the employer to qualify the Employee (i.e. refresher training, etc.)
90 Days to Less Than 5 Years	The Employee will be reinstated in the position the Employee would have occupied had the Employee remained continuously employed, or a position of equal seniority, FTE status, and pay so long as the Employee is qualified for the job or can become qualified after reasonable efforts by the Employee to qualify the Employee

*The Affordable Care Act (ACA) requires HOSPITAL to offer medical coverage to all fulltime Employees and their eligible dependents. A full-time

Employee, in regards to the ACA, is one who works on average more than 30 hours per week during a specific look-back measurement period. If the Employee chooses to decline medical insurance, the Employee must complete a life event in UltiPro prior to the military leave. Coverage may be reinstated upon return to work.

ARTICLE XXI SUPER-SENIORITY FOR STEWARDS

Stewards officially designated by the UNION will have super-seniority. The UNION agrees that super-seniority is to apply exclusively for purposes of layoff and recall.

ARTICLE XXII CHECK-OFF FOR VOLUNTARY POLITICAL CONTRIBUTIONS

The HOSPITAL agrees that upon receipt of a signed voluntary political contribution check-off authorization form, that it will deduct the amount authorized, and remit that amount to the UNION on a monthly basis along with UNION dues. The HOSPITAL is under no obligation to distinguish between dues and voluntary political contributions in payroll withholding, or submission of funds withheld to the UNION.

ARTICLE XXIII SUPERVISORS/NON-UNION WORKERS WORKING

Non-Employees or Supervisors as defined by the National Labor Relations Act shall not perform bargaining unit work except:

1. In case of a bona fide emergency where delay would jeopardize a patient's life, health, safety or comfort;
2. To eliminate a condition or emergency caused solely by the acts of God;
3. To train new, inexperienced and present Employees by instruction and demonstration of safe or proper working procedures;
4. To assist an Employee in the performance of a task when requested by an Employee;
5. To eliminate or correct a significant safety hazard;
6. To assist Employees in correcting, adjusting or controlling new equipment during installation or testing periods;
7. To fill in for a scheduled Employee who is absent, but only where undue delay would clearly interrupt good patient care, and for no more time than is reasonably required to obtain a qualified replacement.
8. When all Employees refuse overtime or additional duty.

It is understood that this practice is an exception, and pattern occurrences should be referred to the labor management committee.

ARTICLE XXIV

SHIFT DIFFERENTIAL

A shift differential equal to ten percent of a non-exempt Employee's base rate, will be added to the hourly rate when the Employee works at least two (2) hours on a regularly scheduled shift, which begins at or after 2:00 p.m., or before 5:00 a.m. They will be paid shift differential for entire consecutive hours worked.

An Employee working on a scheduled shift which begins before 2:00 p.m. will receive the shift differential from 2:00 p.m., if at least five (5) hours are worked after 2:00 p.m.

The differential applies only to hours actually worked and will not be included in any compensation the Employee receives for PTO, bereavement leave, holiday leave, short-term disability, long-term disability, jury duty, military leave, or for any other type of absence.

ARTICLE XXV BENEFITS

Section 1. Benefit Credit. The benefit credit policy for employees employed before March 18, 2014 will be \$22.50 for full-time benefit eligible employees and \$11.25 for part-time eligible employees. Employees employed on or after March 18, 2014, shall not be entitled to a benefit credit.

Section 2. Benefit Eligibility. The term "full-time benefit eligible employee" shall mean any 1.0 FTE or 0.9 FTE employee. The term "part-time benefit eligible Employee" shall mean any 0.5 FTE – 0.8 FTE employee.

Section 3. Designated holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and one floating holiday. The floating holiday can be scheduled and used any time during the year with management approval. New employees hired after June 30 in any calendar year will not receive a floating holiday until January 1 of the following calendar year. Unused holiday time will not be paid out upon separation of employment.

Section 4. An eligible Employee who, at the Employee's supervisor's request, works a designated holiday, will have the option to accept pay in lieu of the holiday paid days off. Such pay shall be at the Employee's regular hourly rate for the number of holiday hours for which they are eligible, in addition to pay at time and one-half for hours actually worked on the holiday. Holidays will be observed on the day in which they occur.

Section 5. All benefit eligible Employees who are not participants in the WVUH Health Plan as of the effective date of the AGREEMENT, but who subsequently become participants, shall have the applicable premiums listed in Appendix II deducted from gross compensation.

New benefit eligible Employees will become eligible to participate in the health insurance plan and other basic benefits listed in Appendix II on the first day of the calendar month following the eligible Employee's hire date, unless otherwise stated in Appendix II. Eligible Employees have 30 days to enroll from their date of hire. If the Employee wants to cover dependents on the plan, the Employee must complete the enrollment process and supply any additional documentation needed to prove dependent eligibility such as birth certificate, marriage license, and legal custody order. Additional documentation such as federal tax return from the last two years or proof of joint ownership from within the last six (6) months will be required

to prove spousal eligibility. No additional documentation, other than a marriage license will be required if married within the last twelve (12) months. All documentation must be submitted within sixty (60) days of eligibility.

Failure to complete the appropriate enrollment process provide required support documentation within sixty (60) days of eligible coverage will result in the dependent(s) not being covered.

Individuals who choose to participate in the plan during the annual re-enrollment period will be required to complete the enrollment process. If the Employee wants to cover other dependent on the plan the Employee must also provide any needed documentation by the annual re-enrollment deadline that would prove dependent eligibility such as birth certificate, marriage certificate, or legal custody order. Additional documentation such as federal tax return from the last two (2) years or proof of joint ownership from within the last six months will be required to prove spousal eligibility. No additional documentation, other than a marriage license will be required if married within the last twelve (12) months. All documentation must be submitted by the reenrollment deadline.

Section 6. Wellness Initiative. Employees, covered by the WVUH Health Plan, who fully participate in the wellness initiative during the designated time will be eligible for health insurance premium discounts. Any participation is voluntary.

Section 7. Alternative Health Plan Effective January 1, 2015, benefit eligible Employees may elect to participate in the alternative health plan outlined in Appendix II in lieu of participating in the WVUH Health Plan as outlined above. Employees who elect to participate in the alternative health plan shall have the applicable premiums listed in Appendix II deducted from gross compensation.

Section 8. Questions or issues related to benefits provided under this section, including copayments and deductibles, should be initially directed to designated benefit advocates in the Human Resources Department. Any increases in premiums, by vendors who provide and/or administer voluntary benefits will be the responsibility of the Employee.

Section 9. Employees shall be eligible to participate in the HOSPITAL's Aspiring Nurse Program on the same terms and conditions as other HOSPITAL employees during the term of this Agreement.

ARTICLE XXVI CONTINUATION OF HEALTH INSURANCE BENEFITS DURING LAY OFF

The HOSPITAL and the UNION agree that an Employee laid off due to lack of work may continue his/her health insurance coverage in accordance with the requirements of COBRA.

ARTICLE XXVII SUBCONTRACTING

If a new corporate entity or subcontractor assumes responsibility for an operation currently controlled by WVUH, Inc., Employees will retain existing job opportunity rights that continue to be available, and continue to be subject to any and all provisions of the collective bargaining

AGREEMENT between WVUH and Local 814. This provision applies only as long as an Employee chooses to remain a WVUH Employee.

Employees of subcontractors who have been performing bargaining unit work in the HOSPITAL for six (6) months may be offered a HOSPITAL position in the bargaining unit at the HOSPITAL's discretion.

ARTICLE XXVIII LONGEVITY PAY

Effective every April 16, during the term of this Agreement, there will be a longevity payment based upon the table below: The years of service must be completed on, or before, April 15 of each year, to be counted in calculating the payment for any employee.

Employees on a leave as of April 16 will not be entitled to the payment until they return to work, unless the employee was injured at work. Employees returning to work are only eligible for payments for the year in which they return.

Years of Service	Longevity Payment
4-5	\$25.00 x years of service
6-10	\$27.50 x years of service
11-15	\$30.00 x years of service
16-20	\$32.50 x years of service
21 years of service or Greater	\$1,000

The Hospital agrees to pay the 2024 Longevity Bonus within 28 days of ratification. In other years, the payment will be made within 14 days of the end of the pay period that includes April 15.

ARTICLE XXIX MULTISKILLED WORKERS

1. This section is intended to address procedures for the possible implementation of a re-designed health care delivery system at the HOSPITAL. The following criteria will apply to the development of multi-skilled worker positions.
2. Except as expressly modified or restricted by the AGREEMENT, management will retain all of its management functions as stated in Article III, MANAGEMENT RIGHTS. This includes the right to develop and implement programs which may include multi-skilled workers, as well as the right to terminate the positions/jobs.
3. All incumbent and affected workers, and/or their representatives, as may be appropriate, will be provided an opportunity to be involved in the design of newly created positions and or jobs.

4. Determination of the bargaining unit status of the position will be determined using the following sequence:
 - a. The HOSPITAL and the UNION shall attempt to resolve the issues between themselves. Each party is obligated to disclose, and cooperate in good faith in disclosing, relevant information. If new evidence or arguments are revealed after the initial attempt to “settle”, then the issue shall be returned to the “settle” sequence for possible resolution.
 - b. Determinations as to whether a new multi-skilled position shall be in the bargaining unit shall be accordance with NLRB standards.
5. Pay levels for the new positions determined to be a part of the bargaining unit will be established by the HOSPITAL and the UNION using existing systems, and the Labor Management Committee.
6. All multi-skilled vacancies will be filled in the following fashion:
 - a. If it is determined that it is a bargaining unit job, the following will apply.
 - i. The AGREEMENT Article IX Section 4, will be followed by bidding.
 - ii. If the job involves a mix of historically bargaining unit work and nonbargaining unit work, then non-bargaining unit employees may bid for the new positions as if they were in the bargaining unit.
 - iii. To the extent that seniority applies, HOSPITAL wide seniority will be used.
 - b. If the new position is not in the bargaining unit, current Employees will have the same rights for job bidding as non-bargaining unit employees, under the HOSPITAL’s non-bargaining unit job bidding policies and procedures.
7. Changes in any position (skills, duties) must be taken to the Joint Labor Management Committee for mutual discussion, clarification and negotiation with the attempt to reach an agreement.

ARTICLE XXX DRESS CODE

Dress codes promulgated by the management of each department, shall set forth rules and guidelines for Employees covered by this AGREEMENT. These rules will reflect those standards necessary for: 1) the safety of employees, patients and visitors; 2) cleanliness; and 3) regard to the comfort and expectations of patients and others. It is not the purpose of this Article to require new uniforms.

Employees will be responsible for the purchase of their own uniforms except in cases when the HOSPITAL necessitates a uniform change in less than six (6) months, three (3) uniforms will be provided on a one time basis for all current Employees.

ARTICLE XXXI
PARKING

The HOSPITAL agrees that in the event that an Employee parking fee is implemented, a parking area for which a fee is not required will be available to Employees for the duration of the AGREEMENT. Such an area will be within the area currently leased by the HOSPITAL on the effective date of this AGREEMENT.

ARTICLE XXXII
WAGES

Wages for all Employees shall be calculated according to Appendix I (Job Titles, Pay Grades, Pay Schedules, and Appendix V (Shuttle Drivers)).

ARTICLE XXXIII
CONTRACT NEGOTIATIONS PHILOSOPHY

Section 1. The parties acknowledge and agree that during the negotiations, which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any subject, or matter, included, by law, within the area of collective bargaining, and that all understandings and agreements arrived at by the parties after the exercise of that right and opportunity, are set forth in this AGREEMENT. This AGREEMENT expressly supersedes any practices, understandings and agreement not specifically provided for and incorporated in this AGREEMENT including but not limited to, all past addenda and memoranda of understanding not incorporated into this AGREEMENT. This AGREEMENT thus contains the entire understanding, undertaking and agreement of the parties hereto, and finally determines and settles all matters of collective bargaining for and during its terms, except as may be otherwise specifically and expressly provided herein. Changes in this AGREEMENT, whether by additions, waivers, deletions, amendments or modifications, must be mutually agreed upon in writing and signed by both parties.

Section 2. If any term or provision of this AGREEMENT is at any time during the life of this AGREEMENT in conflict with the provisions of the regulations of the Health Care Authority of the State of West Virginia, or any other state or federal law, such term or provision shall continue in effect only to the extent permitted by such law. Regulations shall be interpreted to include approval of specific hospital rates, or reimbursement allowances. If any term or provision of this AGREEMENT is, or becomes, invalid or unenforceable, such invalidity or unenforceability shall not affect, or impair, any other term or provision of this AGREEMENT.

ARTICLE XXXIV
VIDEO SURVEILLANCE

Because management has a fundamental right to protect operations, management has the right to utilize, without notice, video surveillance only in connection with the investigation of offenses characterized as serious offenses under Article X, Section 5.

ARTICLE XXXV

RESOURCE POOL PAY

Employees of the Resource Pool Department will receive a 10% differential.

ARTICLE XXXVI CALL PAY

The HOSPITAL and UNION agree that Employees working the following departments and classifications will be entitled to the Hospital Call Pay Policy V.101. The parties also agree the benefit provided to the Employees will be subject to any changes made to the policy by the HOSPITAL for all employees and any such changes would not be designed to violate the AGREEMENT or adversely impact the Employees only in classifications covered by the Wage Agreement. The HOSPITAL will compensate one (1) hour of call pay for every four (4) hours on call.

Clinical Labs: Laboratory Assistant, Phlebotomist

Perioperative Services: Medical Assistant, Perioperative Care

Assistant

Endoscopy: Endoscopy Tech I, Endoscopy Tech II, Endoscopy Tech III

All Sterile Job Classifications in HVI area

ARTICLE XXXVII LABOR/MANAGEMENT COMMITTEE

Section 1. A Labor/Management Committee shall be established to discuss and resolve matters of mutual interest. The Labor/Management Committee shall meet no less than once per month unless otherwise agreed by the parties. Labor/Management Committee shall be comprised of members selected by the HOSPITAL and the UNION at their individual discretion. The agenda of each meeting shall be circulated in advance and both parties shall have an opportunity to add items to the agenda.

Section 2. Specific grievances are not a proper subject for discussion in Labor/Management Committee meetings; the resolution of problems giving rise to grievances shall be a proper subject. Specific matters that shall be considered by Labor/Management Committee include but are not limited to health and safety, training and development, benefits and staffing. The Labor/Management Committee shall have no authority to modify in any way the terms and conditions of this AGREEMENT.

ARTICLE XXXVIII NEW TECHNOLOGY/AUTOMATION

To satisfy the needs of its patients and/or to efficiently operate its business, the HOSPITAL may, at its sole discretion, install or remove equipment or make technological or process improvements, including by streamlining or automating its and its vendors' business operations.

The HOSPITAL will bargain with the UNION over the effects of such improvements should they cause: (i) a reduction in the number of Employees; (ii) a transfer of Employees; (iii) the elimination of bargaining unit titles or jobs, or the assignment of different duties.

ARTICLE
XXXIX EMPLOYEE SYSTEM BONUS
PROGRAM

1. The Employees will participate in the HOSPITAL's Employee System Bonus Program for the bonus plan years 2024, 2025, and 2026 under the same terms and conditions applicable to other similarly-situated non-bargaining unit HOSPITAL employees.
2. The HOSPITAL has the sole right to determine all eligibility criteria and all other terms and conditions of the bonus program and may, in its sole discretion, amend, change, or discontinue the bonus program at any time with or without notice.
3. The HOSPITAL's decisions concerning the bonus program are not subject to the grievance and arbitration provisions of the AGREEMENT.

APPENDIX I
JOB TITLES, PAY GRADES, WAGE TABLES

Pay Grade 1

Dietetic Assistant
Linen Services Attendant
Linen Services
Attendant-Seamstress Linen Services
Attendant/Housekeeping Asst.
Shuttle Drivers (effective January 1, 2027)

Pay Grade 1A

Housekeeping Assistant

Pay Grade 2

Dietetic Specialist
Material Handling Attendant

Pay Grade 2A

Equipment Handling Attendant
Nutrition Care Assistant
Floor Tech
Linen Production Operator

Pay Grade 3

Medical Records Assistant
Unit Clerk
Support Associate (SA)
Barista/Café Attendant

Pay Grade 4

Cook
Floor Tech Team Lead
Housekeeping Team Leader
Laundry Team Lead
Materials Team Lead
Transport Team Lead

Pay Grade 5

Anesthesia Aide
Certified Nursing Assistant
Clinical Associate (CA)
Lab Assistant
Nutrition Team Lead
Phlebotomist
Perioperative Care Assistant (PCA)
Sterile Processing Technician I
Endoscopy Technician I
Support Services Assistant (SSA)

Pay Grade 6

Medical Assistant (MA)

Pay Grade 7

Pay Grade 8

Sterile Processing Technician II
Endoscopy Tech II

Pay Grade 9

Sterile Processing Technician III (CIS)
Endoscopy Tech III

The UNION and HOSPITAL agree that, within 90 days of the effective date of the AGREEMENT, (i) those Dietetic Specialists assigned to work at the HOSPITAL's Starbucks location will be transferred into the new Barista Café Attendant positions without bid; (ii) those Linen Services Attendants assigned to work at the United Linen Services facility will be transferred into the new Linen Production Operator positions without bid; and (iii) those Employees in the positions of Housekeeping Assistant, Barista Café Attendant, Linen Production Operator, Support Associate, Support Services Assistant, Endoscopy Technician I, and Sterile Processing Technician I, shall be paid at their new rate retroactively to the pay period that includes the effective date of this AGREEMENT. No changes in shifts or FTE will result from the transitions. Any new Barista Café Attendant and Linen Production Operator positions will be posted in accordance with the

AGREEMENT.

The UNION and HOSPITAL agree that those Employees in the positions of Registered Central Service Tech and Endoscopy Tech II as of the effective date of the AGREEMENT will remain in pay grade 7 until they obtain the required certification or are

terminated for failing to obtain certification within twelve (12) months of receiving their course materials.

2024 Wage Table											
Years of Relevant Experience	Pay Grade 1	Pay Grade 1A	Pay Grade 2	Pay Grade 2A	Pay Grade 3	Pay Grade 4	Pay Grade 5	Pay Grade 6	Pay Grade 7	Pay Grade 8	Pay Grade 9
0	\$15.00	\$15.23	\$15.45	\$15.91	\$16.39	\$16.88	\$17.39	\$17.91	\$18.45	\$19.00	\$19.57
1	\$15.25	\$15.48	\$15.70	\$16.16	\$16.64	\$17.13	\$17.64	\$18.16	\$18.70	\$19.25	\$19.82
2	\$15.50	\$15.73	\$15.95	\$16.41	\$16.89	\$17.38	\$17.89	\$18.41	\$18.95	\$19.50	\$20.07
3	\$15.75	\$15.98	\$16.20	\$16.66	\$17.14	\$17.63	\$18.14	\$18.66	\$19.20	\$19.75	\$20.32
4	\$16.00	\$16.23	\$16.45	\$16.91	\$17.39	\$17.88	\$18.39	\$18.91	\$19.45	\$20.00	\$20.57
5	\$16.25	\$16.48	\$16.70	\$17.16	\$17.64	\$18.13	\$18.64	\$19.16	\$19.70	\$20.25	\$20.82
6	\$16.50	\$16.73	\$16.95	\$17.41	\$17.89	\$18.38	\$18.89	\$19.41	\$19.95	\$20.50	\$21.07
7	\$16.75	\$16.98	\$17.20	\$17.66	\$18.14	\$18.63	\$19.14	\$19.66	\$20.20	\$20.75	\$21.32
8	\$17.00	\$17.23	\$17.45	\$17.91	\$18.39	\$18.88	\$19.39	\$19.91	\$20.45	\$21.00	\$21.57
9	\$17.25	\$17.48	\$17.70	\$18.16	\$18.64	\$19.13	\$19.64	\$20.16	\$20.70	\$21.25	\$21.82
10	\$17.50	\$17.73	\$17.95	\$18.41	\$18.89	\$19.38	\$19.89	\$20.41	\$20.95	\$21.50	\$22.07
11	\$17.75	\$17.98	\$18.20	\$18.66	\$19.14	\$19.63	\$20.14	\$20.66	\$21.20	\$21.75	\$22.32
12	\$18.00	\$18.23	\$18.45	\$18.91	\$19.39	\$19.88	\$20.39	\$20.91	\$21.45	\$22.00	\$22.57
13	\$18.25	\$18.48	\$18.70	\$19.16	\$19.64	\$20.13	\$20.64	\$21.16	\$21.70	\$22.25	\$22.82
14	\$18.50	\$18.73	\$18.95	\$19.41	\$19.89	\$20.38	\$20.89	\$21.41	\$21.95	\$22.50	\$23.07
15	\$18.75	\$18.98	\$19.20	\$19.66	\$20.14	\$20.63	\$21.14	\$21.66	\$22.20	\$22.75	\$23.32
16	\$19.00	\$19.23	\$19.45	\$19.91	\$20.39	\$20.88	\$21.39	\$21.91	\$22.45	\$23.00	\$23.57
17	\$19.25	\$19.48	\$19.70	\$20.16	\$20.64	\$21.13	\$21.64	\$22.16	\$22.70	\$23.25	\$23.82
18	\$19.50	\$19.73	\$19.95	\$20.41	\$20.89	\$21.38	\$21.89	\$22.41	\$22.95	\$23.50	\$24.07
19	\$19.75	\$19.98	\$20.20	\$20.66	\$21.14	\$21.63	\$22.14	\$22.66	\$23.20	\$23.75	\$24.32
20	\$20.00	\$20.23	\$20.45	\$20.91	\$21.39	\$21.88	\$22.39	\$22.91	\$23.45	\$24.00	\$24.57
21	\$20.25	\$20.48	\$20.70	\$21.16	\$21.64	\$22.13	\$22.64	\$23.16	\$23.70	\$24.25	\$24.82
22	\$20.50	\$20.73	\$20.95	\$21.41	\$21.89	\$22.38	\$22.89	\$23.41	\$23.95	\$24.50	\$25.07
23	\$20.75	\$20.98	\$21.20	\$21.66	\$22.14	\$22.63	\$23.14	\$23.66	\$24.20	\$24.75	\$25.32
24	\$21.00	\$21.23	\$21.45	\$21.91	\$22.39	\$22.88	\$23.39	\$23.91	\$24.45	\$25.00	\$25.57

25	\$21.25	\$21.48	\$21.70	\$22.16	\$22.64	\$23.13	\$23.64	\$24.16	\$24.70	\$25.25	\$25.82
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2025 Wage Table											
Years of Relevant Experience	Pay Grade 1	Pay Grade 1A	Pay Grade 2	Pay Grade 2A	Pay Grade 3	Pay Grade 4	Pay Grade 5	Pay Grade 6	Pay Grade 7	Pay Grade 8	Pay Grade 9
0	\$15.25	\$15.48	\$15.70	\$16.17	\$16.66	\$17.16	\$17.68	\$18.21	\$18.75	\$19.31	\$19.89
1	\$15.65	\$15.88	\$16.10	\$16.56	\$17.04	\$17.53	\$18.04	\$18.56	\$19.10	\$19.65	\$20.22
2	\$15.90	\$16.13	\$16.35	\$16.81	\$17.29	\$17.78	\$18.29	\$18.81	\$19.35	\$19.90	\$20.47
3	\$16.15	\$16.38	\$16.60	\$17.06	\$17.54	\$18.03	\$18.54	\$19.06	\$19.60	\$20.15	\$20.72
4	\$16.40	\$16.63	\$16.85	\$17.31	\$17.79	\$18.28	\$18.79	\$19.31	\$19.85	\$20.40	\$20.97
5	\$16.65	\$16.88	\$17.10	\$17.56	\$18.04	\$18.53	\$19.04	\$19.56	\$20.10	\$20.65	\$21.22
6	\$16.90	\$17.13	\$17.35	\$17.81	\$18.29	\$18.78	\$19.29	\$19.81	\$20.35	\$20.90	\$21.47
7	\$17.15	\$17.38	\$17.60	\$18.06	\$18.54	\$19.03	\$19.54	\$20.06	\$20.60	\$21.15	\$21.72
8	\$17.40	\$17.63	\$17.85	\$18.31	\$18.79	\$19.28	\$19.79	\$20.31	\$20.85	\$21.40	\$21.97
9	\$17.65	\$17.88	\$18.10	\$18.56	\$19.04	\$19.53	\$20.04	\$20.56	\$21.10	\$21.65	\$22.22
10	\$17.90	\$18.13	\$18.35	\$18.81	\$19.29	\$19.78	\$20.29	\$20.81	\$21.35	\$21.90	\$22.47
11	\$18.15	\$18.38	\$18.60	\$19.06	\$19.54	\$20.03	\$20.54	\$21.06	\$21.60	\$22.15	\$22.72
12	\$18.40	\$18.63	\$18.85	\$19.31	\$19.79	\$20.28	\$20.79	\$21.31	\$21.85	\$22.40	\$22.97
13	\$18.65	\$18.88	\$19.10	\$19.56	\$20.04	\$20.53	\$21.04	\$21.56	\$22.10	\$22.65	\$23.22
14	\$18.90	\$19.13	\$19.35	\$19.81	\$20.29	\$20.78	\$21.29	\$21.81	\$22.35	\$22.90	\$23.47
15	\$19.15	\$19.38	\$19.60	\$20.06	\$20.54	\$21.03	\$21.54	\$22.06	\$22.60	\$23.15	\$23.72
16	\$19.40	\$19.63	\$19.85	\$20.31	\$20.79	\$21.28	\$21.79	\$22.31	\$22.85	\$23.40	\$23.97
17	\$19.65	\$19.88	\$20.10	\$20.56	\$21.04	\$21.53	\$22.04	\$22.56	\$23.10	\$23.65	\$24.22
18	\$19.90	\$20.13	\$20.35	\$20.81	\$21.29	\$21.78	\$22.29	\$22.81	\$23.35	\$23.90	\$24.47
19	\$20.15	\$20.38	\$20.60	\$21.06	\$21.54	\$22.03	\$22.54	\$23.06	\$23.60	\$24.15	\$24.72
20	\$20.40	\$20.63	\$20.85	\$21.31	\$21.79	\$22.28	\$22.79	\$23.31	\$23.85	\$24.40	\$24.97

21	\$20.65	\$20.88	\$21.10	\$21.56	\$22.04	\$22.53	\$23.04	\$23.56	\$24.10	\$24.65	\$25.22
22	\$20.90	\$21.13	\$21.35	\$21.81	\$22.29	\$22.78	\$23.29	\$23.81	\$24.35	\$24.90	\$25.47
23	\$21.15	\$21.38	\$21.60	\$22.06	\$22.54	\$23.03	\$23.54	\$24.06	\$24.60	\$25.15	\$25.72
24	\$21.40	\$21.63	\$21.85	\$22.31	\$22.79	\$23.28	\$23.79	\$24.31	\$24.85	\$25.40	\$25.97
25	\$21.65	\$21.88	\$22.10	\$22.56	\$23.04	\$23.53	\$24.04	\$24.56	\$25.10	\$25.65	\$26.22
26	\$21.90	\$22.13	\$22.35	\$22.81	\$23.29	\$23.78	\$24.29	\$24.81	\$25.35	\$25.90	\$26.47
27	\$22.15	\$22.38	\$22.60	\$23.06	\$23.54	\$24.03	\$24.54	\$25.06	\$25.60	\$26.15	\$26.72

2026 Wage Table											
Years of Relevant Experience	Pay Grade 1	Pay Grade 1A	Pay Grade 2	Pay Grade 2A	Pay Grade 3	Pay Grade 4	Pay Grade 5	Pay Grade 6	Pay Grade 7	Pay Grade 8	Pay Grade 9
0	\$15.50	\$15.73	\$15.96	\$16.44	\$16.94	\$17.44	\$17.97	\$18.51	\$19.06	\$19.63	\$20.22
1	\$15.90	\$16.13	\$16.35	\$16.82	\$17.31	\$17.81	\$18.33	\$18.86	\$19.40	\$19.96	\$20.54
2	\$16.30	\$16.53	\$16.75	\$17.21	\$17.69	\$18.18	\$18.69	\$19.21	\$19.75	\$20.30	\$20.87
3	\$16.55	\$16.78	\$17.00	\$17.46	\$17.94	\$18.43	\$18.94	\$19.46	\$20.00	\$20.55	\$21.12
4	\$16.80	\$17.03	\$17.25	\$17.71	\$18.19	\$18.68	\$19.19	\$19.71	\$20.25	\$20.80	\$21.37
5	\$17.05	\$17.28	\$17.50	\$17.96	\$18.44	\$18.93	\$19.44	\$19.96	\$20.50	\$21.05	\$21.62
6	\$17.30	\$17.53	\$17.75	\$18.21	\$18.69	\$19.18	\$19.69	\$20.21	\$20.75	\$21.30	\$21.87
7	\$17.55	\$17.78	\$18.00	\$18.46	\$18.94	\$19.43	\$19.94	\$20.46	\$21.00	\$21.55	\$22.12
8	\$17.80	\$18.03	\$18.25	\$18.71	\$19.19	\$19.68	\$20.19	\$20.71	\$21.25	\$21.80	\$22.37
9	\$18.05	\$18.28	\$18.50	\$18.96	\$19.44	\$19.93	\$20.44	\$20.96	\$21.50	\$22.05	\$22.62
10	\$18.30	\$18.53	\$18.75	\$19.21	\$19.69	\$20.18	\$20.69	\$21.21	\$21.75	\$22.30	\$22.87
11	\$18.55	\$18.78	\$19.00	\$19.46	\$19.94	\$20.43	\$20.94	\$21.46	\$22.00	\$22.55	\$23.12
12	\$18.80	\$19.03	\$19.25	\$19.71	\$20.19	\$20.68	\$21.19	\$21.71	\$22.25	\$22.80	\$23.37
13	\$19.05	\$19.28	\$19.50	\$19.96	\$20.44	\$20.93	\$21.44	\$21.96	\$22.50	\$23.05	\$23.62
14	\$19.30	\$19.53	\$19.75	\$20.21	\$20.69	\$21.18	\$21.69	\$22.21	\$22.75	\$23.30	\$23.87
15	\$19.55	\$19.78	\$20.00	\$20.46	\$20.94	\$21.43	\$21.94	\$22.46	\$23.00	\$23.55	\$24.12
16	\$19.80	\$20.03	\$20.25	\$20.71	\$21.19	\$21.68	\$22.19	\$22.71	\$23.25	\$23.80	\$24.37
17	\$20.05	\$20.28	\$20.50	\$20.96	\$21.44	\$21.93	\$22.44	\$22.96	\$23.50	\$24.05	\$24.62
18	\$20.30	\$20.53	\$20.75	\$21.21	\$21.69	\$22.18	\$22.69	\$23.21	\$23.75	\$24.30	\$24.87
19	\$20.55	\$20.78	\$21.00	\$21.46	\$21.94	\$22.43	\$22.94	\$23.46	\$24.00	\$24.55	\$25.12

20	\$20.80	\$21.03	\$21.25	\$21.71	\$22.19	\$22.68	\$23.19	\$23.71	\$24.25	\$24.80	\$25.37
21	\$21.05	\$21.28	\$21.50	\$21.96	\$22.44	\$22.93	\$23.44	\$23.96	\$24.50	\$25.05	\$25.62
22	\$21.30	\$21.53	\$21.75	\$22.21	\$22.69	\$23.18	\$23.69	\$24.21	\$24.75	\$25.30	\$25.87
23	\$21.55	\$21.78	\$22.00	\$22.46	\$22.94	\$23.43	\$23.94	\$24.46	\$25.00	\$25.55	\$26.12
24	\$21.80	\$22.03	\$22.25	\$22.71	\$23.19	\$23.68	\$24.19	\$24.71	\$25.25	\$25.80	\$26.37
25	\$22.05	\$22.28	\$22.50	\$22.96	\$23.44	\$23.93	\$24.44	\$24.96	\$25.50	\$26.05	\$26.62
26	\$22.30	\$22.53	\$22.75	\$23.21	\$23.69	\$24.18	\$24.69	\$25.21	\$25.75	\$26.30	\$26.87
27	\$22.55	\$22.78	\$23.00	\$23.46	\$23.94	\$24.43	\$24.94	\$25.46	\$26.00	\$26.55	\$27.12
28	\$22.80	\$23.03	\$23.25	\$23.71	\$24.19	\$24.68	\$25.19	\$25.71	\$26.25	\$26.80	\$27.37
29	\$23.05	\$23.28	\$23.50	\$23.96	\$24.44	\$24.93	\$25.44	\$25.96	\$26.50	\$27.05	\$27.62

2027 Wage Table											
Years of Relevant Experience	Pay Grade 1	Pay Grade 1A	Pay Grade 2	Pay Grade 2A	Pay Grade 3	Pay Grade 4	Pay Grade 5	Pay Grade 6	Pay Grade 7	Pay Grade 8	Pay Grade 9
0	\$15.75	\$15.98	\$16.22	\$16.70	\$17.21	\$17.72	\$18.26	\$18.80	\$19.37	\$19.95	\$20.55
1	\$16.15	\$16.38	\$16.61	\$17.09	\$17.59	\$18.09	\$18.62	\$19.16	\$19.71	\$20.28	\$20.87
2	\$16.55	\$16.78	\$17.00	\$17.47	\$17.96	\$18.46	\$18.98	\$19.51	\$20.05	\$20.61	\$21.19
3	\$16.95	\$17.18	\$17.40	\$17.86	\$18.34	\$18.83	\$19.34	\$19.86	\$20.40	\$20.95	\$21.52
4	\$17.20	\$17.43	\$17.65	\$18.11	\$18.59	\$19.08	\$19.59	\$20.11	\$20.65	\$21.20	\$21.77
5	\$17.45	\$17.68	\$17.90	\$18.36	\$18.84	\$19.33	\$19.84	\$20.36	\$20.90	\$21.45	\$22.02
6	\$17.70	\$17.93	\$18.15	\$18.61	\$19.09	\$19.58	\$20.09	\$20.61	\$21.15	\$21.70	\$22.27
7	\$17.95	\$18.18	\$18.40	\$18.86	\$19.34	\$19.83	\$20.34	\$20.86	\$21.40	\$21.95	\$22.52
8	\$18.20	\$18.43	\$18.65	\$19.11	\$19.59	\$20.08	\$20.59	\$21.11	\$21.65	\$22.20	\$22.77
9	\$18.45	\$18.68	\$18.90	\$19.36	\$19.84	\$20.33	\$20.84	\$21.36	\$21.90	\$22.45	\$23.02
10	\$18.70	\$18.93	\$19.15	\$19.61	\$20.09	\$20.58	\$21.09	\$21.61	\$22.15	\$22.70	\$23.27
11	\$18.95	\$19.18	\$19.40	\$19.86	\$20.34	\$20.83	\$21.34	\$21.86	\$22.40	\$22.95	\$23.52
12	\$19.20	\$19.43	\$19.65	\$20.11	\$20.59	\$21.08	\$21.59	\$22.11	\$22.65	\$23.20	\$23.77
13	\$19.45	\$19.68	\$19.90	\$20.36	\$20.84	\$21.33	\$21.84	\$22.36	\$22.90	\$23.45	\$24.02
14	\$19.70	\$19.93	\$20.15	\$20.61	\$21.09	\$21.58	\$22.09	\$22.61	\$23.15	\$23.70	\$24.27
15	\$19.95	\$20.18	\$20.40	\$20.86	\$21.34	\$21.83	\$22.34	\$22.86	\$23.40	\$23.95	\$24.52
16	\$20.20	\$20.43	\$20.65	\$21.11	\$21.59	\$22.08	\$22.59	\$23.11	\$23.65	\$24.20	\$24.77
17	\$20.45	\$20.68	\$20.90	\$21.36	\$21.84	\$22.33	\$22.84	\$23.36	\$23.90	\$24.45	\$25.02
18	\$20.70	\$20.93	\$21.15	\$21.61	\$22.09	\$22.58	\$23.09	\$23.61	\$24.15	\$24.70	\$25.27

19	\$20.95	\$21.18	\$21.40	\$21.86	\$22.34	\$22.83	\$23.34	\$23.86	\$24.40	\$24.95	\$25.52
20	\$21.20	\$21.43	\$21.65	\$22.11	\$22.59	\$23.08	\$23.59	\$24.11	\$24.65	\$25.20	\$25.77
21	\$21.45	\$21.68	\$21.90	\$22.36	\$22.84	\$23.33	\$23.84	\$24.36	\$24.90	\$25.45	\$26.02
22	\$21.70	\$21.93	\$22.15	\$22.61	\$23.09	\$23.58	\$24.09	\$24.61	\$25.15	\$25.70	\$26.27
23	\$21.95	\$22.18	\$22.40	\$22.86	\$23.34	\$23.83	\$24.34	\$24.86	\$25.40	\$25.95	\$26.52
24	\$22.20	\$22.43	\$22.65	\$23.11	\$23.59	\$24.08	\$24.59	\$25.11	\$25.65	\$26.20	\$26.77
25	\$22.45	\$22.68	\$22.90	\$23.36	\$23.84	\$24.33	\$24.84	\$25.36	\$25.90	\$26.45	\$27.02
26	\$22.70	\$22.93	\$23.15	\$23.61	\$24.09	\$24.58	\$25.09	\$25.61	\$26.15	\$26.70	\$27.27
27	\$22.95	\$23.18	\$23.40	\$23.86	\$24.34	\$24.83	\$25.34	\$25.86	\$26.40	\$26.95	\$27.52
28	\$23.20	\$23.43	\$23.65	\$24.11	\$24.59	\$25.08	\$25.59	\$26.11	\$26.65	\$27.20	\$27.77
29	\$23.45	\$23.68	\$23.90	\$24.36	\$24.84	\$25.33	\$25.84	\$26.36	\$26.90	\$27.45	\$28.02
30	\$23.70	\$23.93	\$24.15	\$24.61	\$25.09	\$25.58	\$26.09	\$26.61	\$27.15	\$27.70	\$28.27

Section 1. Relevant Experience Defined. “Relevant Experience” is experience that has, in the HOSPITAL’s view, equipped the applicant or employee with the particular knowledge, skills, and abilities to perform successfully the duties of the position and is typically in or related to the work of the position to be filled. “Relevant Experience” will be interpreted broadly and not arbitrarily denied. The UNION will not grieve the HOSPITAL’s determinations regarding Relevant Experience unless the HOSPITAL acted arbitrarily, capriciously, or was clearly wrong. Relevant Experience includes all years of Hospital Seniority.

Section 2. Cap on Relevant Experience for New Hires. A New Hire’s number of “Years of Relevant Experience” on the Wage Table will be the sum of all years of Relevant Experience determined by internal and/or external relevant work experience for the specific job title; provided, however, that relevant external experience for New Hires shall be capped at 15 years.

Section 3. Effective Date of Pay Increases. Annual pay rate increases will become effective January 1 of the calendar year, retro to the beginning of the pay cycle, based on the Employees’ years of Relevant Experience milestone reached during the previous calendar year.

Section 4. Cap for Relevant Experience Credit. Credit for Relevant Experience, internal and external, shall not exceed thirty years.

Section 5. Transfers Within the Bargaining Unit. If an Employee transfers jobs within the bargaining unit, the Employee will be paid according to the Wage Table based on the years of Relevant Experience for the new position. All Hospital Seniority shall be counted as Relevant Experience.

APPENDIX II
BASIC BENEFITS

Category	Who Pays	Your Eligibility	Benefits Received							
Paid Time Off (PTO)	WVUH	Upon employment (prorated for part-time employees)	A combination of vacation benefit is provided. The annual allowance of PTO depends on your service.							
			FTE							
			Length of Service 0-	0.50	0.60	0.70	0.75	0.80	0.90	1.0
			24 months	2.62	3.14	3.67	3.93	4.19	5.24	5.24
			25-48 months	2.93	3.51	4.10	4.39	4.68	5.85	5.85
			49-96 months	3.54	4.25	4.96	5.31	5.66	7.08	7.08
			97-179 months	4.16	4.99	5.82	6.23	6.65	8.31	8.31
			180-299 months	4.31	5.17	6.03	6.46	6.89	8.61	8.61
			300 months plus	4.47	5.36	6.25	6.70	7.14	8.93	8.93
			The parties agree that if an employee has PTO deducted during the first twenty-four (24) hours in error, that employee may elect to reimburse the HOSPITAL for such time, and have such time added back to their PTO bank or take such time off at another time.							
Employees who take approved FMLA leave shall be required to utilize accrued PTO days for each day of FMLA leave until PTO days are exhausted.										
Employees separated from employment with accrued, unused PTO or other paid leave will have the balance paid out after their final paycheck.										
Holidays	WVUH	Upon employment (prorated for part-time employees)	Provides seven (7) designated paid holidays annually. Working on a designated holiday entitles you to a pay rate of time and one-half. In addition, one (1) day will be added to your PTO balance, or may be cashed in at your hourly rate of pay. Designated holidays include: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and one floating holiday. (New employees hired after June 30 in any calendar year will not receive a floating holiday until January 1 of the following calendar year.)							

Category	Who Pays	Your Eligibility	Benefits Received
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Short-Term Disability	WVUH	After ninety (90) days of service	<p>Eligible for 66.66% of your pay for four (4) weeks when you are too ill to work. This benefit increases until, after six (6) years of service, you are eligible for twenty-six (26) weeks of payment. Reinstatement of Benefit Period: Employees shall requalify for a full benefit according to their length of service after the earlier of (a) completing a normal schedule according to his/her budgeted position for onehundred and twenty (120) calendar days; or (b) completing twelve (12) calendar months immediately following the date of return from the initial onset of disability. Absences during the one-hundred and twenty (120) days which are suspensions or covered by FMLA, Worker's Compensation, Jury Duty, Bereavement Leave, Military Leave or Union Leave of Absence pursuant to Article XVII, Section 2 or pre-approved PTO will not be considered an interruption to a normal schedule. However any protected time missed will place a pause on the one-hundred and twenty (120) days. For example, if an employee works twenty (20) days but then missed two (2) consecutive work days which are protected by FMLA, their first day back will be considered day twenty-one (21) of satisfying the one-hundred and twenty (120) day elimination period when they would normally move to the next level of accrual according to their length of service. They are not eligible for the additional accrual until they satisfies the one-hundred and twenty (120) day elimination period. For purposes of the twelve (12) calendar months, employees not actively at work at the completion of twelve (12) calendar months will not have their short-term disability reset until they return to active status.</p> <p>Benefit does not begin until after thirty-two (32) hours of consecutive absence.</p> <p>If applicable, PTO will be charged until the 33rd consecutive hour missed. If a parttime employee begins receiving STD benefits after six (6) months of employment, the Employee will receive benefits based on the average bi-weekly hours worked during the eight hundred and thirty-two (832) hour six-month evaluation period.</p>
Special Leave Allowances	WVUH	According to contract provisions	Covers: Jury Duty, Military, Bereavement Leave, Family Medical Leave and Medical Leave
Worker's Compensation	WVUH	Upon employment	Job-related accident or illness coverage
Shift Differential	WVUH	Upon employment	See Article XXIV
Basic Life Insurance	WVUH	Upon employment	Provides coverage equal to 1 1/2 times your annual base pay or \$10,000.00 – whichever is greater
Accidental Death & Dismemberment	WVUH	Upon employment	Provides coverage equal to 1 1/2 times your annual base pay or \$10,000.00 – whichever is greater
Tuition Reimbursement	WVUH	After ninety (90) days of service	Reimbursement based on classified FTE status

Employee Health Service	WVUH	Upon employment	Treatment of on-the-job injury and illness, immunizations and referrals
EAP	WVUH	According to contract provisions	Help for personal or family problems

Category	Who Pays	Your Eligibility	Benefits Received				
Employee Service Recognition	WVUH	Upon employment	Awards honoring employees with five (5) years and multiples of service of five (5) years				
WVUH Recreational Facilities	WVUH	Upon employment	As permitted by West Virginia University				
WVU Credit Union	You	Upon employment	Savings and loans through payroll deduction				
WVU Athletic Tickets	You	Upon employment	Discounted season tickets for WVU football and basketball as permitted by West Virginia University				
Medical Coverage	You and WVUH	According to contract provisions		2024	2025	2026	
			2027				
			Tier I				
			Deductible	\$350/Single	\$350/Single	\$350/Single	\$350/Single
					\$700/Family	\$700/Family	\$700/Family
				\$700/Family			
			Coinsurance	100%	100%	100%	100%
			Out of Pocket				
			Maximum	\$1,000/ Single	\$1,000/ Single	\$1,000/ Single	\$1,000/ Single
				\$2,000/	\$2,000/	\$2,000/	
					Family	Family	Family
				\$2,000/ Family			
			Office Visits	\$20/Primary	\$20/Primary	\$20/Primary	\$40/Specialist
				\$40/Specialist	\$40/Specialist	\$40/Specialist	
			Tier II				
			Deductible	\$550/Single	\$550/Single	\$550/Single	\$550/Single
					\$1100/Family	\$1100/Family	\$1100/Family
				\$1100/Family			
			Coinsurance	70%	70%	70%	70%
			Out of Pocket				
			Maximum	\$5,750/ Single	\$5,750/ Single	\$5,750/ Single	\$5,750/ Single
				\$11,500/	\$11,500/	\$11,500/	\$11,500/
					Family	Family	Family
			Office Visits	\$30/Primary	\$30/Primary	\$30/Primary	\$30/Primary
					\$60/Specialist	\$60/Specialist	\$60/Specialist
				\$60/Specialist			
			Inpatient Copayment	\$200 per Admission (maximum of two (2) per year	\$200 per Admission (maximum of two (2) per year	\$200 per Admission (maximum of two (2) per year	\$200 per Admission (maximum of two (2) per year

			Total Maximum Out-of-Pocket (Tier 1 & 2)	\$6,550/ Single \$13,100/ Family	\$6,550/ Single \$13,100/ Family	\$6,550/ Single \$13,100/ Family	\$6,550/ Single \$13,100/ Family
			Tier III Deductible				
			Coinsurance	\$700/Single \$1400/Family	\$700/Single \$1400/Family	\$700/Single \$1400/Family	\$700/Single \$1400/Family
			Out of Pocket Maximum	50%	50%	50%	50%
			Office Visits	\$6,050/ Single \$12,100/ Family 50%	\$6,050/ Single \$12,100/ Family 50%	\$6,050/ Single \$12,100/ Family 50%	\$6,050/ Single \$12,100/ Family 50%

Category	Who Pays	Your Eligibility	Benefits Received					
			Inpatient Copayment	\$200 per Admission of (maximum of two (2) per year	\$200 per Admission (maximum two (2) per year	\$200 per Admission (maximum of two (2) per year	\$200 per Admission (maximum two (2) per year	
Emergency Department	You and WVUH	According to contract provisions	2024	\$130 co-payment/true emergency, no coverage for non-emergency - All Tiers				
			2025	\$130 co-payment/true emergency, no coverage for non-emergency - All Tiers				
			2026	\$130 co-payment/true emergency, no coverage for non-emergency - All Tiers				
			2027	\$130 co-payment/true emergency, no coverage for non-emergency - All Tiers				
				ER Co-pay is waived if admitted to the hospital. ER Co-pay will be required if admitted for observation. If an individual is referred to the WVUH Emergency Room by the WVU Urgent Care, the Employee will <u>only be responsible for the co-payment described above.</u>				
Urgent Care	You and WVUH	According to contract provisions		2024	2025	2026	2027	
			Tier I co-pay	\$40	\$40	\$40	\$40	
			Tier II co-pay	\$65	\$65	\$65	\$65	
			Tier III co-pay	50%	50%	50%	50%	

Health Insurance Premium Discount Levels – Based on Wellness Initiative	You and WVUH			2024	2025	2026	2027
			Bronze				
			Employee	\$110.25	\$114.66	\$119.25	\$124.02
			Employee/Child	\$110.25	\$114.66	\$119.25	\$124.02
			Employee/Spouse	\$157.50	\$163.80	\$170.35	\$177.17
			Family	\$168.00	\$174.72	\$181.71	\$188.98
			Silver (Tier 1)				
			Employee	\$97.75	\$102.16	\$106.75	\$111.52
			Employee/Child	\$97.75	\$102.16	\$106.75	\$111.52
			Employee/Spouse	\$132.50	\$138.80	\$145.35	\$152.17
			Family	\$143.00	\$149.72	\$156.71	\$163.98
			Gold (Tier 2)				
			Employee	\$85.25	\$89.66	\$94.25	\$99.02
			Employee/Child	\$85.25	\$89.66	\$94.25	\$99.02
			Employee/Spouse	\$107.50	\$113.80	\$120.35	\$127.17
			Family	\$118.00	\$124.72	\$131.71	\$138.98
Health Insurance (Alternate Plan)	You and WVUH	According to contract provisions		2024	2025	2026	2027
			Single	\$73.50	\$73.50	\$73.50	\$73.50
			Employee+Child	\$110.25	\$114.66	\$119.25	\$124.02
			Employee+Spouse	\$115.50	\$120.12	\$124.92	\$129.92
			Family	\$162.75	\$169.26	\$176.03	\$183.07

Category	Who Pays	Your Eligibility	Benefits Received				
Health Insurance (Alternate Plan)	You and WVUH	According to contract provisions		2024	2025	2026	2027
			Tier I				\$1000/Single
			Deductible	\$1000/Single	\$1000/Single	\$1000/Single	
				\$2000/Family	\$2000/Family	\$2000/Family	\$2000/Family
			Coinsurance	80%	80%	80%	80%
			Out of Pocket Maximum	\$1,250/ Single	\$1,250/ Single	\$1,250/ Single	\$1,250/ Single
				\$2,500/ Family	\$2,500/ Family	\$2,500/ Family	\$2,500/ Family
			Office Visits	\$25/Primary	\$25/Primary	\$25/Primary	\$25/Primary
				\$40/Specialist	\$40/Specialist	\$40/Specialist	\$40/Specialist
			ER	\$200	\$200	\$200	\$200

			Urgent Care \$40 \$40 \$40 \$40 Tier II Deductible \$1500/Single \$1500/Single \$1500/Single \$1500/Single \$3000/Family \$3000/Family \$3000/Family \$3000/Family Coinsurance 80% 80% 80% 80% Out of Pocket Maximum \$5,550/ Single \$5,500/ Single \$5,500/ Single \$5,550/ Single \$11,100/ \$11,100/ \$11,100/ \$11,100/ Family Family Family Family Office Visits \$35/Primary \$35/Primary \$35/Primary \$35/Primary \$60/Specialist \$60/Specialist \$60/Specialist \$60/Specialist ER \$200 \$200 \$200 \$200 Urgent Care \$60 \$60 \$60 \$60 Tier III Deductible \$2500/Single \$2500/Single \$2500/Single \$2500/Single \$5000/Family \$5000/Family \$5000/Family \$5000/Family Coinsurance 50% 50% 50% 50% Out of Pocket Maximum \$6,050/ Single \$6,050/ Single \$6,050/ Single \$6,050/ Single \$12,100/ \$12,100/ \$12,100/ \$12,100/ Family Family Family Family Office Visits 50% 50% 50% 50% ER 50% 50% 50% 50% Urgent Care 50% 50% 50% 50%
Spending Account for Dental, Vision and Dependent Care	You and WVUH	According to contract provisions	Out of pocket expenses for dental, vision and dependent care expenses can be submitted for reimbursement under this plan.
Health Care Flexible Spending Account	You	According to contract provisions	Out of pocket expenses for dental, vision, and health care expenses to include deductibles, co-payments, co-insurance can be submitted for reimbursement under this plan.
Dependent Care	You and WVUH	According to contract provisions	You may contribute a maximum of \$4,000 through salary reduction with 25% match on the first \$1,000 by WVUH for dependent care expenses.

Category	Who Pays	Your Eligibility	Benefits Received
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Supplemental Life Insurance	You and WVUH Any increase in premiums by vendors will be the responsibility of the employee.	According to contract provisions	You may purchase Term Life Insurance to supplement the basic coverage provided to you by the HOSPITAL. Supplemental coverage is equal to 1, 2, 3, 4 or 5 times your annual base pay.
Dependent Life Insurance	You and WVUH Any increase in premiums by vendors will be the responsibility of the employee.	According to contract provisions	Life Insurance coverage for all your eligible family members. Coverage is equal to \$5,000 for your spouse and \$2,000 for each of your eligible children. \$10,000 for your spouse and \$5,000.00 for your eligible dependent children. You may not cover your spouse as a dependent if your spouse is enrolled in supplemental coverage as an Employee. A dependent child may not be covered by two different employees.
Long Term Disability	WVUH	After thirty (30) days from service date (for employees working .8 FTE or higher)	Extended disability coverage (equal to 60% of your monthly base pay)
Retirement Savings Plan	WVUH	Upon employment	Participation in the plan is voluntary. After two years, WVUH matches the first 5%.
Dental Insurance	You and WVUH Any increase in the employee portion of premiums by vendors will be the responsibility of the employee	According to contract provisions	Dental coverage for you and your family. If you enroll in Dental Insurance outside of your initial time period (when you are first benefit eligible) then there is a 12 month waiting period for all services except certain preventive services. If you elect this benefit then you may not enroll in the Dental/Vision Limited Purpose FSA.
Benefit Credit	WVUH	According to contract provisions	Employees employed prior to March 18, 2014: Full time FTE \$22.50 per pay Part time FTE \$11.25 per pay Employees employed on or after March 18, 2014, are not eligible for the benefit credit.

Category	Who Pays	Your Eligibility	Benefits Received
Flex Benefits	WVUH	After six (6) months of employment	Part-time employees who work eight hundred and thirty-two (832) hours in a six-month period are eligible to receive full time benefits for the next six (6) months. Benefits include PTO, benefit credit and holiday accrual. Benefit eligible employees who are part-time have their PTO accrual flex per any period depending on hours worked. The evaluation period for the eight hundred and thirty-two (832) hours will be on a calendar year basis. The first calendar year evaluation will occur after the first thirteen (13) pay periods of the year and second calendar year evaluation will occur after the second thirteen (13) pay periods of the year.
Prescription Drugs	You	According to contract provisions	Prescription drug coverage shall be identical to that provided to Nonunion employees, including maintenance medications.
Prescription Drugs (Alternate Plan)	You	According to contract provisions	Prescription drug coverage shall be identical to that provided to Nonunion employees, including maintenance medications.
Vision Care	You Any increase in premiums by vendors will be the responsibility of the employee	According to contract provisions	Vision Care for you and your family

APPENDIX III
STERILE PROCESSING/ENDOSCOPY

Section 1. Sterile Processing

1.1 When a RCST, CRCST, or Sterile Processing Technician position is added or vacated it shall be posted within seven (7) days. The position shall be posted for a period of seven (7) days. Job bidding requirements as outlined in Article IX shall apply except regarding priority of selection as follows:

- a) First by shift preference for all internal bargaining unit candidates within the job posting cost center.
- b) Internal bargaining unit candidates within Sterile Processing cost centers
- c) All bargaining unit candidates with either RCST or CRCST
- d) External candidates with either RCST or CRCST
- e) All bargaining unit candidates by seniority
- f) All MedEd Students who have successfully completed the Program
- g) External candidates without registration or certification

1.2 The Sterile Processing Tech II (CRCST) will be in pay grade 8 after December 31, 2024. CRCST's will receive a base pay increase in accordance with the wage table effective on the beginning of the pay period following the date of certification. All Sterile Processing Techs and all Registered Central Service Techs originally hired or transferred into the Sterile Processing Department on or after January 1, 2014, shall be required to become certified within twelve (12) months of hire.

1.3 The Sterile Processing Tech III (CIS) will be in pay grade 9. When the CRCST completes the certification for Certified Instrument Specialist (CIS), the newly CIS-certified Employee will receive a base pay increase in accordance with the wage tables effective on the beginning of the pay period following the date of CIS certification.

1.4 After an employee successfully completes a ninety (90) day evaluation period and desires to remain in Sterile Processing, the HOSPITAL will order their course materials. The employee alternatively can register for a formal program such as provided by Monongalia County Technical Center or equivalent programs. Any such reimbursement will be considered under the HOSPITAL Tuition Reimbursement policy.

1.5 The cost of any approved correspondence and the test fees for registration and certification will be paid by the HOSPITAL as a one-time event.

1.6 Sterile Processing Techs will have twelve (12) months initially from the date the Sterile Processing Tech receives their course materials to become certified. If transferring between Sterile Processing and Endoscopy before certification, the Employees must be certified within the twelve (12) months of the date they initially received their course materials.

1.7 If the Employee takes the test for certification during the twelve (12) months and the results are not available until after the twelve (12) month period, the Employee will have fourteen (14) days from the date of receipt of the results to find another position or the Employee will be terminated.

1.8 Management will consider an Employee's overall employment record prior to termination. The fourteen (14) day period may be extended by Management prior to being terminated so the Employee may successfully transfer to another position.

Section 2. Endoscopy

2.1. When an Endoscopy Tech position is added or vacated it shall be posted within seven (7) days. The position shall be posted for a period of seven (7) days. Job bidding requirements as outlined in Article IX shall apply except regarding priority of selection as follows:

- a) All internal bargaining unit candidates within the job posting cost center
- b) Internal bargaining unit candidates within related Endoscopy/Sterile cost centers either RCST/CRCST or CER
- c) All internal bargaining unit candidates with either RCST/CRCST or CER
- d) All internal non-bargaining unit candidates with either RCST/CRCST or CER
- e) External applicants - RCST/CRCST, CER or equivalent GI Scope Certification
- f) All bargaining unit candidates by seniority
- g) External candidates without registration or certification

2.2. All Endoscopy Tech Is will be in pay grade 5 after December 31, 2024. Endoscopy Tech Is are required to become certified and will receive a base pay increase in accordance with the wage tables effective on the beginning of the pay period following the date of certification. All Endoscopy Techs originally hired or transferred into the Endoscopy Department on or after January 1, 2014, shall be required to become certified within twelve (12) months of hire or transfer.

2.3. The Endoscopy Tech II will be in paygrade 8 after December 31, 2024. When the Endoscopy Tech I completes the certification for Certified Registered Central Service Technician (CRCST), the newly CRCST-certified Employee will receive a base pay increase in accordance with the wage tables effective on the beginning of the pay period following the date of CRCST certification. The Endoscopy Tech III will be in pay grade 9 after December 31, 2024. When the Endoscopy Tech II completes the certification for Endoscope Reprocessor (CER) or equivalent GI Scope Certification, the newly-certified Employee will receive a base pay increase in accordance with the wage tables effective at the beginning of the pay period following the date of the CER or GI Scope certification document.

2.4. After an Employee successfully completes a ninety (90) day evaluation period and desires to remain in Endoscopy, the HOSPITAL will order their course materials. The Employee alternatively can register for a formal program such as provided by Monongalia County Technical Center or equivalent programs. Any such reimbursement will be considered under the HOSPITAL Tuition Reimbursement policy.

2.5. The cost of any approved correspondence and the test fees for registration and certification will be paid by the HOSPITAL as a one-time event.

2.6. Endoscopy Tech I will have twelve (12) months initially from the date they receive their course materials to become certified. If transferring between Endoscopy and Sterile Processing before certification, Employees must be certified within the twelve (12) months of the date they initially received their course materials.

2.7. If the Employee takes the test for registration during the twelve (12) months and the results are not available until after the twelve (12) month period, the Employee will

have fourteen (14) days from the date of receipt of the results to find another position or they will be terminated.

2.8. Management will consider an Employee's overall employment record prior to termination. The fourteen (14) day period may be extended by Management prior to being terminated so the Employee may successfully transfer to another position.

APPENDIX IV UNION LEAVES OF ABSENCE

<u>Activity</u>	<u>Attendees</u>
1. WV Laborer's District Council	Business Manager 3 Delegates – elected position
2. Local 814 Regular Monthly Meeting	Officers, Stewards, Members (members permitted during approved break periods or with supervisor permission)
3. Local 814 Steward Training ¹	15 Stewards and Officers
4. WV AFL-CIO Summer School	Officers, 3 Stewards
5. WV AFL-CIO Legislative Convention	Officers, 3 Stewards Charleston, WV
6. WV AFL-CIO Constitutional Convention, Charleston, WV	Officers
7. Monthly Meeting with WVU Human Resources (State)	Officers
8. Labor/Management Meetings ²	Business Manager & Officers and/or up to three (3) Designees
9. International Convention	not to exceed 4 members

¹ Local 814 Steward Training may include twelve (12) stewards and officers with no more than two (2) Employees off from any one department (exception being the UNION may request up to three (3) Employees from Housekeeping). Steward Training may consist of a 3-day period within the months of April and October each year.

² The HOSPITAL agrees that the Business Manager and Officers attending Labor/Management Meetings, if employees of WVUH, will be compensated at their normal rate of pay-or any mutually agreed upon employee.

If the Business Manager is employed by the Hospital, the Business Manager may take time off from work to conduct UNION business so long as the time off is for a full shift, requested at least seven (7) days in advance in writing and the quota is not met. If the Business Manager is called off from work due to unexpected representational issues on behalf of Local 814 members, such absences shall not be

(once every 5 years)

10. Regional LIUNA Convention Business Manager

The UNION will provide a listing of UNION activities for that year at least sixty (60) day notice wherever requesting officers and/or department stewards' attendance at any of the events outlined Appendix IV as well as the proposed Officers and departmental stewards that will be requested to attend such activity.

counted as an unexcused absence as long as they do not exceed three (3) days per quarter. The Business Manger may take PTO, time off without pay, elect to be compensated directly by the UNION or be paid by the HOSPITAL. If paid by the HOSPITAL, the UNION will be billed for such time and will provide reimbursement. If the Business Manager is not employed by the Hospital, then this paragraph shall not apply.

Time missed from work by UNION officials for events not listed on this Appendix, will not be paid by the HOSPITAL and approval will be subject to departmental staffing needs.

Other than this exception, all work rules and policies regarding absenteeism, calling off, departmental quotas, and PTO will apply.

*Officers: President, Vice President, Recording Secretary,
Secretary Treasurer, Business
Manager, Sergeant at Arms & Auditors

**All of the above are subject to departmental staffing needs.

APPENDIX V
SHUTTLE DRIVERS

With regard to the Shuttle Driver Employees incorporated into the AGREEMENT as set forth in

ARTICLE IA, the UNION and the HOSPITAL agree that references to “Employees” in the AGREEMENT shall apply generally to Shuttle Drivers except as set forth in this Appendix. To the extent this Appendix conflicts with the body of the AGREEMENT, this Appendix shall be controlling.

1. MODIFICATIONS TO EXISTING AGREEMENT. With regard to Shuttle Driver Employees, the Parties agree to the following modifications:

A. ARTICLE IX, Section 5. Job Vacancies.

Additional language:

(C) Shuttle Drivers. Shuttle Driver Employees will be selected based on the HOSPITAL Management’s assessment of the Employee’s ability to perform the essential functions of the job under the applicable Shuttle Driver job description. An award of a bid for any Shuttle Driver position will be contingent upon successful completion of all pre-employment screenings and tests applicable to new hires in the position. The successful applicant must complete all screening requirements within twenty-eight (28) calendar days of notification, or the offer may be rescinded and offered to the next qualified candidate.

B. ARTICLE IX, Section 7. Vacation Selection.

Modified language that will replace Section 7 (Vacation Selection) with regard to Shuttle Driver Employees:

7. Vacation Selection for Shuttle Driver Employees. Paid Time Off (PTO) Selection for Shuttle Drivers. PTO is to be utilized by Shuttle Driver Employees for needed rest and relaxation time. Equal opportunity is to be given to each Shuttle Driver Employee to obtain desired time required for a fresh and enthusiastic attitude towards job performance.

7.1 All PTO time off requests are to be made by electronically submitting a PTO Request to Managers through the HOSPITAL’s electronic timekeeping system.

7.2 Paid Time Off requests will be granted on a first-received basis, depending upon operational needs.

7.3 No more than one Shuttle Driver Employee per shift (as determined by Management) may be scheduled on PTO per day unless Management, in its discretion, determines that additional Shuttle Driver Employees may be off at the same time.

7.4 PTO requests need to be submitted fifteen (15) calendar days prior to date requested off.

- 7.5 PTO will only be approved if the Shuttle Driver Employee has sufficient PTO to cover the day(s) requested at the time the PTO will be used. It's up to each Shuttle Driver Employee requesting PTO to ensure they have PTO to cover the time off or otherwise the PTO is denied.
- 7.6 Shuttle Driver Employees shall be permitted to trade scheduled work shifts with other Shuttle Driver Employees in the same job classification so long as such trades do not result in overtime.
- 7.7 Shuttle Driver Employees may request cancellation of an approved PTO day. Management may deny the request if it is received less than 8 hours before the scheduled PTO day or due to operational needs.

C. ARTICLE X Discipline, Section 5

Additional language:

5.1 Violation of Driver Safety Requirements. A Shuttle Driver's violation of any of the following driver safety requirements shall be considered serious violations not subject to progressive discipline:

5.1.1 Failure to wear safety belt while operating a vehicle twice within a twelve-month period;

5.1.2 Operating a vehicle without a valid, current, unsuspended driver's license, unless the driver can demonstrate lack of notice regarding the suspension.;

5.1.3 Leaving the scene of an accident involving a collision of the vehicle with another vehicle, building, person, large animal, fixture, or significant stationary object, including temporary barriers where damage or injury has occurred;

5.1.4 Operating a vehicle with obvious defects that make it unsafe to operate without notification to security management;

5.1.5 Texting or using a cell phone while operating a motor vehicle;

5.1.6 Driving aggressively or recklessly;

5.1.7 Driving while impaired by alcohol, illegal drugs, prescribed or over-the-counter medication, illness, fatigue or injury;

5.1.8 Transporting any individual not associated with the hospital in either an employee or patient/visitor role to an unauthorized pick-up or drop-off location;

5.1.9 Pushing or pulling another vehicle or towing a trailer without approval;

5.1.10 Transporting flammable liquids, gases or other hazardous materials;

5.1.11 Removing or tampering with telematics devices installed by the HOSPITAL (GPS tracker or future dash-cam);

5.1.12 Smoking, vaping, or other use of tobacco or tobacco-like products (including, but not limited to, cigarettes, pipes, cigars, snuff, chewing tobacco, oral pouches, or e-cigarettes) in vehicles owned, leased, or rented by the HOSPITAL;

5.1.13 Failure to secure the vehicle which results in theft, loss, damage, unauthorized access or bodily injury;

5.1.14 Failure to report an accident immediately or to follow the procedures as described in the “Accident Reporting Procedure” of the WVUHS Driver Safety Policy, unless the driver can demonstrate lack of knowledge of the accident;

5.1.15 Failure to report any alleged or pending DUI’s, felony driving violations or license suspensions to their supervisor immediately and no later than within twenty-four (24) hours;

5.1.16 Being declared an unacceptable driving risk under the point system developed by the HOSPITAL in coordination with its auto insurance carrier;

5.1.17 Any accident involving bodily injury or property damage caused by negligent, reckless or dangerous driving of the Shuttle Driver Employee;

5.1.18 Allowing passengers to exit the bus in an unsafe area (e.g. in a roadway);

5.1.19 Improper use of the wheelchair lift that results in injury by a properly trained Shuttle Driver . For purposes of this subsection, properly trained shall mean having received documented training within the prior two years;

5.1.20 Falsifying vehicle inspection documents.

5.2 Transition. Any current discipline, other than attendance discipline, issued to a Shuttle Driver Employee within the 12 months preceding the effective date of this AGREEMENT shall remain active and may be built upon for future discipline. Disciplines issued for infractions occurring after the effective date of the AGREEMENT will follow the provisions of Article X.

D. ARTICLE XIV, Sections 5 (Voluntary Overtime) and 6 (Mandatory Overtime) shall be replaced by the following with regard to Shuttle Driver Employees:

Modified language that will replace Sections 5 (Voluntary Overtime) and 6 (Mandatory Overtime) with regard to Shuttle Driver Employees:

Overtime for Shuttle Driver Employees. The HOSPITAL will assign overtime work as equally as practical among volunteering Shuttle Driver Employees where such overtime is to be worked, except, however, that equitable allocation of overtime shall not be required for overtime associated with the Discharge Ride Service route. At times when overtime work is mandatory and there are no volunteers, the HOSPITAL may direct one or more Shuttle Driver Employees to work the overtime. When all Shuttle Driver Employees refuse overtime or additional duty, the HOSPITAL may use nonEmployees or Supervisors to perform the work.

E. ARTICLE XIV, Sections 9 and 10

Modified language that will replace Sections 9 and 10 with regard to Shuttle Driver Employees:

Section 9. Thirty (30) minutes without pay shall be allowed for lunch approximately halfway through each full work shift. Lunch breaks should not take place during peak operating times. Lunches are intended to be uninterrupted. If lunch is interrupted by management, the Shuttle Driver Employee may elect to either have another lunch or to be paid for the missed lunch break. Shuttle Driver Employees are required to report missed meal breaks by notifying their supervisor or by following the department's missed meal break procedure before or at the end of the shift.

Section 10. Shuttle Driver Employees will be permitted to leave their vehicle and use restroom facilities on their runs.

F. ARTICLE XXXIV (Video Surveillance)

Additional language:

Vehicles operated by Shuttle Driver Employees may be equipped with GPS trackers, closedcircuit camera systems, and on-board cameras. These devices are reviewed continuously and are used to track location, misuse of vehicles (*e.g.*, speeding, harsh braking, theft) and to aid in investigations. As it deems necessary, the HOSPITAL may use data collected through surveillance to issue discipline.

2. MISCELLANEOUS PROVISIONS

The Parties agree that, in addition to the provisions outlined in Paragraph 1 of this Appendix, each Shuttle Driver Employee shall be covered by the following provisions:

a. As a condition of continued employment, all Shuttle Driver Employees:

1. Are subject to random drug testing in accordance with the HOSPITAL's DrugFree Workplace Policy;
2. Must successfully complete an annual occupational medicine physical, and

3. Are subject to regular monitoring of their Motor Vehicle Record in accordance with the HOSPITAL's Driver Safety policy.

Failure to satisfy any of these requirements may result in termination of employment.

- b. The determination of the following working conditions shall be at the sole discretion of the HOSPITAL: hours of operation, shuttle routes, route assignments, and work shifts except as provided in subsection (1).
 - (1) With regard to work shifts, the HOSPITAL agrees that, in the event it creates new shifts that are not rotating shifts, the provisions of the CBA will apply to bidding for such shifts.
- c. Transition of Benefits. Shuttle Driver Employees will maintain current benefits through the end of the 2024 benefits year. Shuttle Drivers will be offered bargaining unit benefits during 2024 open enrollment for the 2025 benefits year.

TRANSITION WAGE TABLES FOR SHUTTLE

DRIVERS

2025 Transition

Wage Table

PG	0	1	2	3	4	5	6	7	8	9	10
SD1	\$15.60	\$15.80	\$16.00	\$16.20	\$16.40	\$16.60	\$16.80	\$17.00	\$17.20	\$17.40	\$17.60

PG	11	12	13	14	15	16	17	18	19	20
SD1	\$17.75	\$17.90	\$18.05	\$18.20	\$18.35	\$18.50	\$18.65	\$18.80	\$18.95	\$19.10

PG	21	22	23	24	25	26	27	28	29	30
SD1	\$19.25	\$19.40	\$19.55	\$19.70	\$19.85	\$20.00	\$20.15	\$20.30	\$20.55	\$20.80

2026 Transition

Wage Table

PG	0	1	2	3	4	5	6	7	8	9	10
SD1	\$15.65	\$15.86	\$16.07	\$16.28	\$16.49	\$16.70	\$16.91	\$17.12	\$17.33	\$17.54	\$17.75

PG	11	12	13	14	15	16	17	18	19	20
SD1	\$17.96	\$18.17	\$18.38	\$18.59	\$18.80	\$19.01	\$19.22	\$19.43	\$19.64	\$19.85

PG	21	22	23	24	25	26	27	28	29	30
SD1	\$20.06	\$20.27	\$20.48	\$20.69	\$20.90	\$20.95	\$21.20	\$21.45	\$21.70	\$21.95

In 2027, the Shuttle Driver Employees will transition to Pay Grade 1 on the
2027 Wage Table in Appendix
I.

The following additional terms shall apply to Shuttle Drivers during the
transition period (2025-2026):

Section 1. Relevant Experience Defined. "Relevant Experience" is experience that has, in the HOSPITAL's view, equipped the applicant or employee with the particular knowledge, skills, and abilities to perform successfully the duties of the position and its typically in or related to the work of the position to be filled. "Relevant Experience" will be interpreted broadly and not arbitrarily denied. The Union will not grieve the Hospital's determinations regarding Relevant Experience unless the HOSPITAL acted arbitrarily, capriciously, or was clearly wrong. Relevant Experience includes all years Hospital seniority.

Current Shuttle Driver Employees will provide the HOSPITAL with all information regarding Relevant

Experience within 30 days of the effective date of the AGREEMENT. The HOSPITAL will have up to four

(4) months to research and determine the external relevant years of experience for its current Shuttle Drivers for placement on the 2025 Transition Wage Table.

Section 2. Cap on Relevant Experience for New Hires. A New Hire's number of "Years of Relevant Experience" on the Transition Wage Table will be the sum of all years of Relevant Experience determined by internal and/or external relevant work experience for the specific job title; provided however, that relevant external experience for New Hires shall be capped at 15 years.

Section 3. Effective Date of Pay Increases. Annual pay rate increases will become effective January 1 of the calendar year, retro to the beginning of the pay cycle, based on the Employees' years of Relevant Experience milestone reached during the previous calendar year.

Section 4. Cap for Relevant Experience Credit. Credit for Relevant Experience, internal and external, shall not exceed thirty (30) years.

Section 5. Transfers Within the Bargaining Unit. If an Employee transfers jobs within the bargaining unit, the Employee will be paid according to the appropriate Wage Table or Transition Wage Table based on the years of Relevant Experience for the new position. All Hospital Seniority shall be counted as Relevant Experience.

IN WITNESS of which, the parties to this Agreement have caused their names to be subscribed by the duly authorized representatives this ____ day of _____, 2024.

For the HOSPITAL:
WEST VIRGINIA UNIVERSITY HOSPITALS, INC.

By: _____
Michael A. Grace, EdD, M.B.A., FACHE
Its: President

For the UNION:
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
(LIUNA), LOCAL 814

By: _____
Daniel King
Its: LIUNA Local 814 Business Manager

By: _____
Brian J. Petruska
Its: LIUNA General Counsel

