

Copper Queen Ratification Document

****Any bolded language is new language being added or removed from pre-existing language within the contract****

Article 2- Section B: Nonprofessional Agreement: Add Douglas ED Facility and all Clinics

Article 2- Recognition and Bargaining Unit: Remove language, “employees covered by other collective bargaining agreements.”

Article 8: Section G: New Hire Orientation: The Union will be granted access into New Hire Orientation classes for a period of 20 minutes to recruit and educate new employees.

Article 8: Union Representation: The Union will designate a steward at each CQH location with the option to add one additional steward at the Bisbee Hospital or any future location.

Article 14: Bargaining Unit Work:

The Employer agrees not to sub-contract bargaining unit work out to other employers or non-hospital employees for the purposes of reducing the assigned work of the bargaining unit. **Exception to this article would be the inability to recruit for a position(s) causing operational distress to the facility and not for the purpose of reducing bargaining unit work. A pandemic of any sort causing employees to be unavailable for work would also be a need to fill primary positions temporarily.**

Article 16: Seniority: Remove section five which stated: “An approved personal leave of absence in excess of thirty (30) calendar days. It is understood that approved personal leaves in excess of thirty (30) calendar days results only in adjusted seniority date not the termination of the employee’s seniority.”

Article 17- Position Vacancies: Section A, 1: Promotions and Voluntary Transfers:

-Add bolded language: “...such vacancies shall be posted on the bulletin board **in all facilities** for five (5) calendar days **and communicated via e-mail.**”

Article 17- Update License Job Titles to include... Monitor tech/ward clerk; medical record coder; CT Tech; mammo tech; ultrasound tech; medical laboratory technician. Remove- Discharge planner.

Article 17- Position Vacancies: Section H: Temporary Transfers

In the event a need arises to a temporarily fill a job vacancy in another facility, the Employer will first offer up the temporary position to a volunteer. If the position is not filled, the Employer may temporarily rotate qualified employees to fill the vacancy. Employees will be paid windshield time (i.e. the time it takes to get to and from your home base to another CQCH facility). Along with reimbursement per Article 27 section 2. CQCH recognizes the possible inconvenience (i.e. daycare) and will work with the employee to accommodate working start and end times

Article 20- Zero Days: selections for zero days will be made in the following order: 1) Volunteers 2) Probationary employees 3) part-time/ full-time employees will run on a rotation through each category on an inverse seniority basis.

Article 21 Discipline and Discharge:

- B: “Employees past their probationary period who are discharged for failure to perform work **or failure to follow Hospital policies (i.e. dress code, attendance, etc)...**”
- **Add section incorporating “zero-tolerance” reasons for immediate termination. 1) Physical fighting and physical abuse 2) known destruction, defacing, misuse, damage,**

misappropriation or wrongful acquisition of property , funds or assets belonging to the hospital its patients or residents or other employees 3) being under the influence of or in possession of any intoxicant controlled substance or drug (except as prescribed by a licensed physician) during working hours 4) Known falsification of employment, medical or other hospital records 5) violation of patient confidentiality 6) violation of employee confidentiality with regards to personnel, financial or health information 7) willful violation of safety rules

- D. An employee will not be discharged during their work shift unless for gross negligence, **a lack of care that demonstrates reckless disregard for the safety or lives of others, which is so great it appears to be a conscious violation of other people's rights to safety..**"

Article 23: Grievance and Arbitration: "...cost of any room or facility shall be borne.. **"on the party that is decided against.."**

Article 25- Wages:

Add new section D: Previous Experience: Wage rates in the Agreement are minimums and employee's may be adjusted based on previous experience. No new employee will be hired at a rate higher than a current employee with equal experience. Experience not verified prior to employment may only be recognized going forward. Employees who have relevant prior long-term care and/or hospital experience, may receive experience credit for the purposed for setting their initial wage rates.

Article 28- Holiday:

Day after Thanksgiving will be added to Column B.

Article 29- Health Insurance:

- Employees will be eligible for health insurance coverage the first of the month following their date of hire.
- Effective January 1, 2021, the employer's contribution rate will be increased to \$626 per month per eligible employee.

Article 32- Leaves of Absences: Employees will no longer have their seniority adjusted for a leave beyond thirty (30) days.

Article 34 Pension:

- Employees are eligible to enroll in the pension plan at age 18 vs. 21.
- **Remove language in 3 that applies to a group of employees that no longer exists.**
- **General Plan Description:**
 - Move from a 401 (k) to a 403(b)
 - The Plan Year will commence each January 1 and end each December 31
 - ...deductions in the amount **allowable by the IRS guidelines...**

Article 35 Rest and Lunch Period: The Hospital may schedule ½ hour-1 hour lunch periods depending on the needs of the business.

Article 36 -Safety and Health: The Union may designate one member to sit on CQH's established safety committee.

B. Injured Employees: when an employee is injured in the hospital **a drug test will be conducted on the employee.**

Article 38- Sick Leave:

- E. "...Arizona State law each calendar year (Jan-Dec)
- J. Only the C.E.O can waive the need for a doctor's certification after 3 or more days.

Article 40- Vacation: Effective upon ratification, employees will be allowed to use their accrued and earned vacation hours as they become available.

Appendix A: Wages:

Effective on October 1, 2020 employees will receive the following increases

Starting to 5 years of service	6 years to 10 years of service	11 years to 15 years of service	16 years to 20 years of service	21+ years of service
\$.25	\$.50	\$.75	\$1.00	\$1.25

*This is for one year with a Benefits opener in year 2 and 3.

PRN Category	
Dietary	\$13.79
Housekeeping	\$13.79
Cert. Nurse Asst.	\$13.19
Admitting Rep	\$14.83
Lab Assistant	\$14.21
MA	\$14.45
Business Office Clerk	\$15.68
Pharmacy tech	\$15.25
ER Tech	\$16.58
Monitor Tech	\$16.58
LPN	\$20.93
OR Tech	\$24.15
MLT	\$30.85
Reg. Resp Therapist	\$28.91
Med Tech	\$30.85
Physical Therapy Assistant (PTA)	\$35.00
RN	\$36.05
X-ray Tech	\$26.74
CT Tech	\$31.72
Mammo Tech	\$31.72
Patient Safety Attendant	\$13.19