



Collective Bargaining Agreement

Between

Appalachian Regional Healthcare, Inc.

And

United Steel, Paper and Forestry, Rubber, Manufacturing,

Energy, Allied Industrial and Service Workers

International Union

United Steelworkers – USW

April 1, 2025
Through
March 31, 2030



PREAMBLE

WHEREAS, ARH is a non-profit, charitable corporation which operates health care entities, and whose net earnings, if any, do not inure to the benefit of any private shareholder of any individual; and

WHEREAS, ARH desires to enter into collective bargaining, with certain of its employees, on a completely voluntary basis; and

WHEREAS, ARH recognizes the Union as the exclusive collective bargaining representative for the Employees covered by this Agreement as hereinafter provided; and

WHEREAS, it is the intent and the purpose of the parties hereto that this Agreement promote and improve the mutual interests of the patients of ARH as well as of the Employees and to avoid interruptions and interferences with services to patients; and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement shall set forth the agreements of the parties hereto with respect to rates of pay, hours of work and conditions of employment to be observed by ARH, the Union and the Employees covered by this Agreement, to provide procedures for the equitable adjustment of grievances, to prevent lockouts, interruptions of work, work stoppages, slowdowns, strikes or other interferences with the work of the health care entities during the life of the Agreement, and to promote harmonious relations between ARH, its Employees and the Union; and

WHEREAS, ARH and the Union encourage the highest possible degree of friendly, cooperative relationships between their respective representatives at all levels and with and between all Employees. The officers of ARH and the Union realize that this goal depends on more than words in a labor agreement, that it depends primarily on attitudes between people in their respective organizations and at all levels of responsibility. They believe that proper attitudes must be based on full understanding of and regard for the respective rights and responsibilities of both ARH and the Union. They believe also that proper attitudes are of major importance in ARH where day-to-day operations and administration of this Agreement demand fairness and understanding. They believe that these attitudes can be encouraged best when it is made clear that ARH and Union officials, whose duties involved negotiation of this Agreement, are not anti-union or anti-company but are sincerely concerned with the best interests and well-being of the business and all employees; and

WHEREAS, the Union and Employees covered by this Agreement recognize that ARH's obligation to operate its business in a fiscally responsible manner and to fulfill its obligation to its patients, and to its Employees to pay a fair day's pay for a fair day's work, should not be obstructed by disputes between it and its Employees; and

WHEREAS, it is understood that the terms and conditions covered by this Agreement have been resolved by means of voluntary collective bargaining and are binding upon ARH, the Union

and the Employees covered by this Agreement during the term of this Agreement and any renewal thereof.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

AGREEMENT

THIS AGREEMENT, made and entered into by and between APPALACHIAN REGIONAL HEALTHCARE, INC., with offices at 2260 Executive Drive, Lexington, Kentucky 40505, and its successors, hereinafter designated as "ARH" and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, with its offices at 5 Gateway Center, Pittsburgh Pennsylvania, 15222 and on behalf of Local Union Nos. 14310, 14398, 14636, 14637, 14628, 14568, 14491, 9148, and 14310-01 (hereinafter referred to as "the Union" or the "United Steelworkers-USW-AFL-CIO-CLC"), and its successors, acting as agent on behalf of the employees, as hereafter defined.

ARTICLE 1

NON-DISCRIMINATION

The parties to this Agreement agree not to discriminate against any Employee or member of the Union or applicant for membership in the Union, because of religion, race, creed, color, sex, age, national origin, or qualified handicap, but will take affirmative action to insure that Employees and applicants for membership and members of the Union are treated during employment without regard to their religion, race, creed, color, sex, age, national origin, or qualified handicap. Such action shall include, but not be limited to employment, upgrading, demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE 2

PERIODIC MEETINGS

As evidence of their attitude and intent, ARH and Union agree that during the life of this Agreement, representatives to be designated in writing by each party shall meet annually or more frequently if mutually agreed, at a mutually satisfactory time and place. The purpose of such meeting shall be to appraise the problems, if any, which have arisen in the application, administration, and interpretation of this Agreement and which may be interfering with the attainment of the parties' objectives as set forth above. The number of persons attending these meetings shall be mutually agreed to by the parties. ARH will provide one (1) paid day annually for local union representatives to attend these meetings.

Such meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, or in any way to modify, add to, or detract from the provisions of this Agreement.

Prior to any meeting held pursuant to the foregoing paragraphs, the parties shall provide each other with two (2) weeks notice or such advance notice as is reasonable under the circumstances concerning matters intended to be discussed.

ARTICLE 3

RECOGNITION OF THE UNION

Section A. ARH voluntarily recognizes the Union as the sole and exclusive collective bargaining representative for the Employees, as hereinafter defined, of ARH at its nine (9) regional hospitals: Local 14310 (Beckley ARH, Beckley ARH Home Health Agency, Beckley Home Care Store, Beckley Medical Associates (f/k/a Southern West Virginia Clinic), Beckley, WV; Man Home Health, Kistler, WV; Hinton Home Care Store, Hinton, WV); local 14398 (Tug Valley ARH Regional Medical Center, Tug Valley Medical Associates, Tug Valley Medical Mall, Central Services of Pharmacy, Purchasing, and Laundry, South Williamson, KY, Home Health Agency, Home Care Store, and Regional Distribution Center, Belfry, KY); Local 14636 (McDowell ARH, ARH Professional Services Clinic, ARH Family Care Clinic-Wheelwright, ARH Family Care Clinic-Wayland and McDowell Home Health Agency & McDowell Home Care Store, McDowell, KY, Pikeville Home Care Store, Pikeville, KY); Local 14637 (Hazard ARH Regional Medical Center, Psychiatric Center, Hazard Home Health Agency, Hazard Home Care Store, Home Health Headquarters, Family Health Services – OB, Surgical, Prime Time Clinic, Cancer Center, Medical Mall and System Center, Hazard, KY); Local 14568 (Whitesburg ARH, Whitesburg Home Health Agency, Whitesburg ARH Clinic, ARH Home Care Store, Whitesburg, KY; ARH Central Billing, Jenkins, KY); Local 14491 (Harlan ARH, ARH Medical Associates, Harlan Billing and Transcription Services, Harlan Home Health Agency & Home Care Store, Harlan, KY; ARH Tri-City Medical Center, Cumberland, KY); Local 14628 (Middlesboro ARH, Women's and Family Health Center, ARH Family Practice Clinic, ARH Middlesboro Clinic, Middlesboro Home Health Agency & Home Care Stores, ARH Outpatient Pharmacy, Middlesboro ARH Clinic, Middlesboro, KY, and Dr. Christopher Steidle); Local 9148 (Morgan County ARH, ARH Morgan County Clinic, Morgan County Home Health Agency, West Liberty Home Care Store, West Liberty, KY; ARH Cash Posting); and Local 14310-01 (Summers County ARH and ARH Summers County Clinic – Hinton, WV) with respect to rates of pay, hours of work and other conditions of employment.

Section B. The bargaining unit includes only the full-time and regularly employed part-time maintenance, service, LPN, clerical, and technical employees including those at the locations listed in Section A., and those listed in Appendix A and shall specifically exclude, among others, the following:

- Physicians
- Registered Nurses
- Supervisory Personnel with authority to hire, discharge, promote, or discipline, or to

- recommend hiring, discharging, promotion or disciplining
- Lexington Office Employees
- Confidential Personnel
- Administrative Personnel
- Professional Personnel

ARTICLE 4

UNION SECURITY

(See Union for Letter of Understanding)

ARTICLE 5

CHECKOFF

Section A. Payroll Dues Deduction:

ARH agrees to deduct payments permitted by this Article from the salary of each Employee who has executed a dues and fees authorization card provided by the union. Deductions shall be based upon the amounts certified as correct from time to time by the Union and shall be administered in accordance with the terms of said authorization card. Withheld amounts will be forwarded to the International Secretary Treasurer of the union for each calendar month by the tenth of the calendar month following the actual withholding, together with a record of the amount and those for whom deductions have been made. The Union will hold ARH harmless from any dispute with an Employee concerning deductions made.

Section B. Payment of Union Dues and Service Fees:

Employees who elect to join the Union shall pay dues as determined by the International Secretary Treasurer and shall enjoy all the rights and benefits of membership.

No Employee shall be discriminated against on account of his or her membership or non-membership in the Union. Monthly dues shall be in the amount certified to ARH as correct from time to time by the Union.

Payments described herein shall be made only after an Employee has been employed at least thirty (30) calendar days. The first month's payment permitted by this Section is due and payable at the completion of the first pay period in the first calendar month after an Employee has completed thirty (30) calendar days of employment and subsequent monthly payments are due and payable at the completion of the first pay period of each calendar month thereafter.

Section C. Union Information at Time of Hire:

A copy of this Contract Agreement, and a dues and fees deduction authorization card, will be made available by ARH to each Employee at the time of his or her orientation. A representative designated by the Union shall be afforded the opportunity to participate in describing Union representation and the operation of these documents.

Section D. Upon request, ARH agrees to furnish a list each month to the Local Union President or designee with the name of each currently employed Employee, Hospital, Department, Employee Number, Date of Employment and/or Termination of the Employee.

ARTICLE 6

POLITICAL ACTION COMMITTEE DEDUCTION (PAC DEDUCTION)

Section A. Effective **April 1, 2025**, ARH agrees to deduct from the pay of Employees covered by the Collective Bargaining Agreement at any individual facility, a bi-weekly PAC deduction. The deduction will only be made at one (1) level and will be uniform for the bargaining unit.

Section B. The deduction will be made bi-weekly covering wages paid for earnings owed for each pay period.

Section C. Deduction will be made on the basis of authorization cards signed by the Employee and submitted to ARH thirty (30) days in advance of the pay period stated in Section B.

Section D. ARH will forward, on a quarterly basis, the deductions to the Treasurer of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Political Action Fund, Five Gateway Center, Pittsburgh, PA 15222, with a list showing the name and amount deducted for each Employee.

Section E. The obligation of ARH to make the deduction provided in this Article shall terminate upon termination of the Employee and/or when the earnings of the Employee in the specified pay period are not sufficient to fully accommodate the deduction.

Section F. The Union agrees that it will indemnify and save ARH harmless from and against any action, claim, suit or other form of liability growing out of this deduction or any action taken in reliance on any list, notice or assignment furnished under any such provisions. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Union as aforesaid.

Section G. The provisions of this Article shall be effective in accordance and consistent with applicable provisions of federal law.

ARTICLE 7

SPECIAL INSURANCE DEDUCTION

Section A. Effective April 1st, 1977, ARH agrees to deduct from the pay of all Employees covered by the Collective Bargaining Agreement at any individual hospital monthly insurance premium contributions for each Employee. The deduction will only be made in two (2) levels (amounts) which will be uniform for the bargaining unit. The deduction must be authorized in writing by each Employee. The special insurance deduction shall be forwarded by ARH to the appropriate insurance company.

Section B. The Union agrees that it will indemnify and save ARH harmless from and against any action, claim, suit or other form of liability growing out of these deductions or any action taken in reliance on any list, notice, or assignment furnished under any of such provisions. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Union as aforesaid.

ARTICLE 8

UNION ACTIVITY, VISITATION, AND BULLETIN BOARDS

Section A. No Employee or representative of the Union shall engage in any activity, including the distribution of literature which unreasonably interferes with the performance of work or in the work of ARH or in the work of a particular facility, provided however, nothing herein shall be considered as depriving either party hereto of any rights or protection granted under any applicable federal or state law.

Section B. A representative of the International Union shall have reasonable access to ARH for the purpose of conferring with ARH management, officers of the local Union, and Employees. He shall give notice to the Administrator or his designee upon his arrival. Where the International Union representative finds it necessary to enter a department of a hospital, he shall do so only in such a manner as to not interfere with patient care.

Section C. The Union shall have the privilege of posting notices of meetings, elections of local and International Union officers, notices of Union recreation, social, business, or other literature pertaining to legitimate Union activity on a bulletin board provided by ARH for that purpose. A notice shall be posted by the Union after delivering a copy of the notice to the Community CEO's office. Such bulletin board shall be placed at a convenient and readily accessible place inside the hospitals and Central Pharmacy, Purchasing, Maintenance, and Laundry units at South Williamson, Kentucky and Clinics as agreed to by the parties. There shall be no other posting by Employees or the Union of pamphlets, advertising or political matter, notice or any kind of literature upon ARH property other than this as provided herein. In other ARH locations, ARH will agree to provide bulletin board space in non-hospital units for use by the USW for job postings, etc.

Section D. No literature, pamphlets, advertising or political matter will be posted or distributed by management which are derogatory to the Union or its members, however, nothing herein shall be

considered as depriving either party hereto of any rights or protection granted under any applicable federal or state law.

ARTICLE 9

DESCRIPTIONS AND CLASSIFICATIONS OF EXISTING, NEW OR CHANGED JOBS

Section A. When and if from time-to-time ARH, at its discretion, establishes a new job or changes the job content requirements of the job as to training, skill, responsibility, effort, and working conditions of an existing job, a new job description for the newly changed job shall be established in accordance with the following procedure.

1. ARH will develop a description of the job.
2. The proposed description will be submitted to the officially designated representatives of ARH and the union for mutual agreement of the job description.
3. A job description and classification meeting shall be held within ninety (90) days after contract signing to discuss any job changes and/or upgrades. The company will designate representatives and all local union presidents shall be the officially designated representatives of the union. Only those persons (or a designee if the local union president is unable to attend) plus a maximum of two Employees who work in the department or job classification which is being discussed and staff representatives will attend the description meeting. No other observers shall be present for the Union.
4. If ARH and USW representatives are unable to agree upon the job description, ARH shall install the proposed job and the standard hourly wage for the job class to which the job is thus assigned shall apply. The Employees affected shall work under the proposed job description and classification for a trial period of sixty (60) days. Thereafter, the Union may, at any time within thirty (30) days, file a grievance alleging that the job is improperly classified. Prior to filing the grievance, the parties may agree to meet and discuss the job description. Such grievances shall be submitted at the fourth step of the grievance and arbitration procedure of this Agreement. Thereafter, if the grievance is submitted to arbitration, the decision of the arbitrator shall be effective as of the date of the installation of the job.
5. The parties will meet periodically to discuss any potential changes to job descriptions and/or classifications.

Section B. Job descriptions shall continue in effect unless:

1. The job is terminated or not occupied during a period of one (1) year; or
2. The description and classification is changed in accordance with mutual agreement of designated representatives of ARH and the Union.

Section C. All Union presidents shall be provided with copies of bargaining unit job descriptions presently in effect.

Section D. As job descriptions are reviewed or changed, both parties, by their designated representatives, will sign the approved job descriptions. The Pay Range will be reflected on each job description.

ARTICLE 10

JOB VACANCY NOTICE

Section A. When a job vacancy develops in a job classification covered by this Agreement, ARH shall inform employees of such vacancy by posting notices on the Union bulletin board in the facilities concerned and electronically on the ARH careers website. The notice should contain the following information:

1. Job title
2. Job description
3. Pay Range
4. Department
5. Shift involved and the day anticipated that the position will be vacant.
6. Estimated work schedule percentage for part-time employees.
7. Reporting Location

Such posting shall remain for five (5) days before final selection of the applicant is made. At the time such posting is made, a copy thereof shall be delivered electronically to the local union president or designee. ARH may fill the position immediately pending final selection of the applicant.

Section B. Temporary jobs shall be defined as a job for a specific time period or a job vacant due to a leave of absence or extended illness. The job posting will state that the job is temporary and will terminate when the incumbent is able to return to work or in a specified number of days. Employees placed in temporary jobs shall return to their last previously held job at the time the Employee moved to the temporary job. If the employee was on lay off status at the time he moved to the temporary job, the Employee will be given the opportunity to bump at the end of the temporary job.

B.1. ~~OBJ~~ When ARH establishes a temporary job for a specific time period it shall not extend beyond six months from the date initially filled. The six (6) month period shall not exceed six (6) months through multiple fillings, unless resulting from the continued absence of the incumbent.

B.2 Any temporary job exceeding six (6) months will be reviewed jointly for disposition by the parties.

B.3 The Company shall furnish the Union on a quarterly payroll basis a listing of all Steelworkers currently working in temporary jobs.

Section C. Eligible Employees, including those who are absent but released to return to work within fifteen (15) days of the award date, desiring to bid on posted jobs shall file their bid electronically on the ARH careers website within the five (5) days posting. (Upon request, ARH Human Resources or an ARH representative shall assist any and all USW represented employees with the electronic bidding procedure.) Employees will be afforded the opportunity to bid upward at any time. Employees shall not be eligible to bid laterally or down for a period of twelve (12) months after their last lateral or down job change, except in cases where the bid would place them in formal training programs or when their currently held temporary job is posted as becoming a regular job. The twelve (12) months shall commence on the date the Employee was selected to fill the job. Employees with more than one year of continuous service will be permitted to exercise one wild card bid over the life of this Agreement. Employees will not be permitted to bid back to their current or most previously held position for a period of six (6) months unless exercising their wild card bid. All bids will be jointly reviewed by the Local Union President and the Human Resource representative or designee before the selection of the employee to fill the vacancy is made.

Section D. Employees bidding a job **in the job classifications of Screening Ambassador, Dishwasher, Janitor, Kitchen & Cafeteria Helper, Maid, Laundry Helper, Office Service Clerk, Seamstress, Truck Driver, Washer, Medical Records Clerk, Clerk Typist, Expeditor, Physical Therapy Worker I, Physical Therapy Worker II, Receptionist, Telephone Operator, Truck Driver- Home Health, Hospital Billing Specialist, Stores Clerk, Clerk Typist I, , Clerk Typist II, Clerk Typist III, Courier, Cook, Radiology Worker, Inventory Cost Clerk, Admissions Clerk, Business Office Clerk, Clinic Clerk, Hospital Clerk, Nursing Service Clerk, Purchasing Control Clerk, Print Shop Worker, Truck Driver I, Medical Transcriptionist, Patient Records Coordinator, Print Shop Compositor, Truck Driver II, Shuttle Bus Driver, Truck Driver III, and Activities Worker** who meet the requirements of the job, will be awarded the job on the basis of seniority and placed in the appropriate rate of pay corresponding with their Bargaining Unit Seniority as defined in Article 13 of this Agreement.

Employees bidding a job **in any other job classification outlined in this Agreement** who meet the requirements of the job (have the necessary training, education, experience, physical fitness and ability) shall be awarded the job on the basis of better qualifications and placed in the rate of pay corresponding with their Bargaining Unit Seniority as defined in Article 13 of this Agreement. If however, one of the applicants is senior to the selected employee and meets the basic requirements of the job as outlined above, he shall be given the opportunity, if requested by the employee within five (5) days of notification, to prove by means of a trial period that he can perform the job duties in a satisfactory manner. The trial period shall be impartial and not

discriminatory. The length of the trial period will be ten (10) days. Employees failing to qualify for a bid job will return to their old classification at the rate they held prior to their bid.

Section E. The job vacancy shall be filled within fourteen (14) days after an Employee is selected to fill the vacancy unless, because of circumstances beyond the control of ARH, it cannot be filled. If the Employee who is selected is not placed in the vacant position within fourteen (14) days as aforesaid, the Employee will, commencing with the fifteenth (15th) day be paid at the higher rate of pay, unless he is not so placed because of circumstances beyond the control of ARH. In the case of a lateral or downward bid, the Employee will, commencing with the fifteenth (15th) day, be paid at the rate of five (5) percent higher than the Employee's current rate until moved, unless the Employee is not so placed because of circumstances beyond the control of ARH. In any event, the Employee will be moved to the position within (30) days.

Section F. In the event an Employee is awarded a job and is unable to perform the tasks required by the job description, said Employee shall be disqualified and:

1. The Employee would be returned to their last previously held job if it is vacant.
2. If that position is not vacant, the Employee shall place himself in any vacant job that the Employee is able to perform, provided the employee meets all the requirements of the position.
3. If there are no vacant positions described in (1) or (2) above, the employee will be permitted to bump the least senior Employee on any job the employee is able to perform and has greater seniority than the person he bumps.
4. Employees bumped under (3) above shall place themselves on a position as provided in (2) and (3) above.

Section G. New hires shall not be eligible to bid until the completion of their Probationary period as defined in Article 11 of this Agreement.

Upon completion of their Probationary period, a new hire may bid to a job classification with a higher rate of pay consistent with the language of this Article.

New hires may be permitted to bid laterally or to a lower job classification within the first twelve months of employment at the sole discretion of the local Administrator or Community CEO.

ARTICLE 11

PROBATIONARY EMPLOYEES

Section A. Newly hired Employees shall be considered probationary Employees for a period of ninety (90) days after their employment and will receive no continuous service credit during such period. The probationary period may be extended up to an additional thirty (30) days at the sole

discretion of the community CEO or designee. The local union president or designee shall be notified of any such extension. If continued in service subsequent to the first ninety (90) days after their employment, they shall receive full continuous service credit from the date of original hiring.

Section B. ARH retains the sole and exclusive right to transfer, layoff or discharge probationary Employees.

Section C. Probationary Employees may file and process grievances under this Agreement and shall receive full protection of this Agreement, however, a transfer, layoff or discharge may not be made the subject of a grievance. Probationary Employees will not be discriminated against for Union Activity.

Section D. A probationary Employee cannot bid on posted jobs during their probationary period. However, should no full-time or regularly employed part-time Employee bid on a posted job or should none of the full-time or regularly employed part-time Employees who have bid be qualified to fill the posted job, consideration shall be given by the Community CEO to probationary Employees before applicants are accepted from outside the bargaining unit.

ARTICLE 12

DEFINITION OF ACTIVE AND CONTINUOUS SERVICE

Section A. This clause defines how Active and Continuous Service will be defined and interpreted for use in Article 23, Vacations and Article 19, Sick Leave.

Section B. The Active and Continuous Service period of time will be calculated from the date of employment.

Section C. The Active and Continuous Service period of time calculated in Section B above will not be interrupted for any official leave of absence without pay for periods of time less than two (2) years. ARH shall not be entitled to accumulate absences without pay. Only continuing absences without pay for periods of time less than two (2) years shall qualify for the benefits of this Article.

Section D. The Active and Continuous Service period of time calculated in Section B above will be interrupted by official periods of leave of absence without pay in excess of two (2) or more years, e.g. an Employee on official leave of absence for twenty-five- (25) months will have his Active and Continuous Service period reduced by one (1) month.

Section E. Any Employee on Leave Without Pay who is eligible for and receiving worker's compensation benefits will not have his Active and Continuous service time interrupted. When eligibility for worker's compensation benefits cease or when worker's compensation benefit payments stop, the Active and Continuous Service period of eligibility will cease. However, when an Employee who is on leave without pay for a compensable injury under the State Worker's

Compensation laws covering his employment receives a lump sum payment, the period of time allowed by Section C.9.a. of Article 13 will be applicable.

ARTICLE 13

SENIORITY

Section A. Bargaining Unit seniority is defined as the length of time an Employee has been continuously employed with a particular facility in a classification covered by this Agreement.

Section B. For purposes of promotion, demotion, lateral transfers, layoffs, and recalls, an Employee's length of service at each individual facility shall govern as described in Article 10, Job Vacancy, Section D. Shift preference selection within a job classification in a department or unit shall be on the basis of seniority as it has been done in the past unless a local agreement is made specifying different.

Section C. Seniority rights shall be terminated when any of the following occur:

1. An Employee terminates voluntarily;
2. An Employee is discharged for cause;
3. An Employee is laid off for the period of time specified in the following chart:

EMPLOYEES LENGTH OF SERVICE	TIME OF TERMINATION
During probation period	Immediate
After probation period but less than 1 year	Length of Service, not to exceed 6 months
1 year but less than 3 years	1 year
3 years but less than 6 years	2 years
6 years but less than 11 years	3 years
11 years or more	4 years

4. A probationary Employee is terminated as provided in Article 11;
5. An Employee on sick leave fails to return as soon as the physician certifies that he/she is able to do so;
6. An Employee on layoff who does not notify the ARH Community CEO of their intention to return to work immediately after notification or who does not return to work when recalled after a layoff within seven (7) calendar days after being notified to return to work by

certified mail addressed to the Employee's last known address as shown on ARH's records, unless excused because of the occurrence of an act or event over which the Employee can exercise no reasonable control;

7. An Employee exceeds an official leave of absence;
8. An Employee retires (however, this shall not apply to retirement for disability);
9. An Employee is disabled with an ARH compensable injury during the course of ARH employment and;
 - a. After final payment of statutory compensation fails to return to work within the time constraints specified in Section C.3. The time period commencing from the date of the award.
 - b. Accepts gainful employment unless ARH determines the employee is physically unable to perform the ARH job offered.
10. An Employee is disabled with a Non compensable injury and;
 - a. Is absent for a period of time in excess of two (2) years.
 - b. Accepts gainful employment unless ARH determines he is physically unable to perform the ARH job offered.

Section D. In the event a bargaining unit Employee accepts a job with management, his accrual of seniority shall cease as of the date he enters the management job. Such Employee's accrued seniority shall be preserved for a period not to exceed sixty (60) days. Should the Employee return to the bargaining unit within the sixty (60) day period described above, their accrued seniority as of the date of their status change will be restored. Thereafter, they shall be considered a new Employee should they return to the bargaining unit. Preservation of such seniority shall be solely for the purpose of protecting the Employee's seniority rights and shall not be used for any other purposes.

Section E. Except as otherwise provided in Article 23, Vacations and Article 19, Sick Leave, any Employee absent due to physical disability who returns to work will suffer no loss of seniority.

Section F. ARH shall provide the Local Union updated seniority lists within ten (10) working days of July 1 and January 1 of each year, and a copy will be posted on the Union bulletin board. Unless written objection is made thereto within thirty (30) days after posting, the list shall be presumed correct.

ARTICLE 14

LAYOFF, BUMPING, RECALL, REDUCTION OF HOURS

Section A. Layoff

1. When ARH determines that a layoff is needed, a list of those Employees affected shall be posted on the Union bulletin board and a copy of such list shall be given to the Union prior to the layoff. ARH will use its best efforts to advise those affected two (2) weeks prior to the effective date of such layoff. During such two (2) week period ARH will discuss the decision with the local union committee at the affected facility. The reasons for such layoff will be explained. ARH will take into consideration any alternative method proposed by the local union committee. Any alternative proposals resulting from the discussions will not be unreasonably denied.
2. Whenever ARH either reduces or increases its workforce in a particular facility, the principle of seniority shall prevail, provided the Employee retained or recalled meets the requirements of the job. In the event Employee(s) are laid off from the facility, volunteers for layoff from the department and classification will be utilized providing the remaining Employees have the qualifications to perform the work.
3. An employee continuously on layoff for thirty (30) days or more shall be given the opportunity to transfer to other ARH facilities prior to ARH hiring a new Employee for job vacancies at other facilities covered by this Agreement in accordance with the following:
 - a. The job vacancies for which Employees shall be eligible under these provisions shall be only those that are not filled out of the seniority unit in the particular facility.
 - b. An employee shall be given such priority only if he files with the Community CEO of the facility from which he is laid off a written request for such employment specifying the other facility or facilities at which he would accept employment. Such application shall be on a form provided by ARH and made available on the date of layoff. Employees who thus apply shall be given the opportunity to transfer to the job vacancies (other than temporary vacancies) over new hires, and after they have been continuously on layoff for thirty (30) days, and shall be given such priority in order of their local seniority (the earliest date of birth to control where such seniority is identical), provided such Employees have the ability to do the job.
 - c. An Employee laid off from one facility who is offered and who accepts a job at another facility in accordance with the foregoing provisions will have the same obligation to report for work there as though he were a laid-off Employee at ARH. During their employment at the facility, he will be subject to all the rules and conditions of employment in effect at that facility. He will be considered as a new Employee at that facility for all purposes except that the provisions of the probationary employees clause will not be applicable, and their local seniority at the transfer facility for determining their seniority for purposes of promotion, decrease in forces, or recalls after layoff at that unit shall be from the date of transfer to the new facility. At any time during the first fourteen (14) calendar days of their employment at the transfer facility he may elect to terminate such employment without affecting their seniority at their home facility provided he gives reasonable

notice of their intended termination. If he is laid off from the transfer facility their seniority at the transfer facility will be cancelled when he is recalled to their home facility. If their home facility is closed permanently their seniority at their home facility will be cancelled and the facility to which he was transferred will become their home facility.

- d. An employee who accepts employment at another facility under these provisions will continue to accrue seniority at their home facility in accordance with the applicable seniority rules.
 - e. In the event of the closure of an ARH facility, unit, department, or service, the 30-day waiting period will be waived.
4. Employees who are on sick leave or temporary disability, or Workers Compensation status as verified by a physician, two (2) weeks prior to a layoff notification and who continue to be on such status shall not be subject to lay off until such time as:
- a. they are released to return to work by a physician or;
 - b. they fail to provide proof of continued disability every two (2) weeks. ARH will allow these Employees to continue to be paid for their accumulated sick leave and temporary disability benefits. Additionally, ARH will continue to provide at its own cost and expense health insurance coverage of the Employee for a period of three (3) calendar months from the effective date of the layoff notification. All other Employees on leave at the time a layoff occurs will be considered for layoff just as all other Employees who are on active status.
5. Laid off Employees who are enrolled in ARH's group life insurance and health insurance plans may remain in the group, providing they pay the premium and have the money in to the Payroll Department prior to the first day of the month.
6. Employees who terminate their employment while on layoff status are to be paid for Additional Vacation Pay due, Holiday Time Earned, accrued unused Vacation Balance and unused accrued vested Sick Leave Balance.
7. Employees eligible for vacation and subject to layoff will be paid accrued vacation and holiday K-time when so requested.

Section B. Bumping

There will be no bumping of jobs of Employees with seniority at any time except in the case of a layoff. (With the only exception noted under Article 10, Job Vacancy Notice, Section F.2).

1. To bump a job, the Employee must be able to do the work and have greater seniority than the person whom they bump. Employees who are unable to exercise their right to bump due to an illness or injury may exercise their bumping rights when they are certified by their physician as being able to return to work.
2. Employees who bump a job must be able to do the job. In cases where an employee meets the qualifications established for a job but has not demonstrated that he can do the job, he must prove by means of an impartial and nondiscriminatory trial period that he can perform the job. The length of the trial period will be established- by the supervisor and will not be less than five (5) workdays nor more than twenty (20) workdays. The trial period is not to be construed to be a training period although the employee will be given basic orientation and instruction relative to what is expected of an employee in the job. Employees who are not able to satisfactorily complete a trial period will be placed on whatever jobs are vacant and available and will remain on such jobs until such time as the bid-in job becomes available.
3. When an employee is notified that he will be affected by a layoff, he has three (3) days after notification, exclusive of weekends and holidays, to make their decision on whom he wants to bump. Each bumped employee has three (3) days after being notified, exclusive of weekends and holidays, of being bumped to make their decision on whom to bump.
4. An Employee facing layoff will normally only exercise their bumping right laterally or downward. However, when a laid-off Employee has worked in a higher graded position before and performed the duties satisfactorily; he may bump upward into the position providing he has greater seniority than the incumbent Employee's. Cases of Employees wanting to bump up who have not worked in the job before will be reviewed individually, if the employee is totally familiar with the job and has a reasonable claim to it. Such cases will be reviewed and decided by the Director of Labor/Employee Relations or designee.
5. Should an Employee's bump job be eliminated or should he be bumped off his bump job, he shall be given the right to bump again. This right of retaining bumping privileges and seniority rights to bump jobs shall continue as long as the Employee's job is eliminated. When working conditions warrant, an Employee will return to their normal bid-in job.
6. When an Employee's bid job becomes open after he has bumped into another job, the Employee shall return to his bid job. If an Employee is in a bump job and successfully bids

on a posted job, the new job becomes his bid-in job and he no longer has recall rights to the job from which he was bumped.

7. Employees who do not exercise their right to bump will, if they have the ability to do the job, be placed on whatever jobs are vacant and available and will remain on such jobs until such time as the bid-in job becomes available.
8. All Employees making bumps in the proper manner will be assigned to their bump job at the earliest practical date.
9. Employees will be permitted to bump into only one (1) position not to exceed the estimated work schedule of their bid-in job.

Section C. Recall

1. Notification of recall from layoff for purposes of this Article shall be by Certified Mail to the Employee's last known address as shown by ARH's records. It shall be the responsibility of the Employee to keep ARH notified of their current address.
2. An Employee on layoff shall notify the ARH Community CEO of their intention to return to work immediately after notification and must return to work within seven (7) calendar days after being notified, unless other arrangements are made with the Community CEO.
3. If a bid-in job is deemed available, the senior Employee whose bid job is available shall be recalled to it. In the event an Employee on layoff, senior to the person whose bid job is available, is qualified to perform all tasks required of the available job, that senior Employee would be recalled to that job, provided that Employee had indicated in a written request to be considered for that job.
4. Prior to recalling a junior Employee, displaced Employees will be afforded the opportunity to be reassigned to any higher compensated position that becomes available for recall provided: (1) the more senior displaced Employee meets the qualifications of the position description and can perform all the tasks of the job in a satisfactory manner without training and (2) the displaced Employee has provided a written request to be considered for the job.

Section D. Reduction of Hours

1. Whenever economic or other business-related reasons dictate, ARH may implement a reduction of hours, which does not constitute a layoff, and precludes affected Employees

from bumping other employees. A reduction of hours may include an individual Employee or group of Employees.

2. In the event an immediate reduction of hours is necessary, ARH will reduce the hours of the junior Employee(s) in the classification, on the shift, within the department, provided the remaining employees can satisfactorily and efficiently perform the remaining tasks required.
 - a. The senior Employee subject to reduction of hours on a given day will be permitted to exercise their seniority to displace the junior Employee in the classification on that shift in some other department. Only one bump would be involved.
3. In the event ARH has the opportunity to schedule a reduction of hours, ARH will reduce the hours of the junior Employee(s) in the classification, within the department, provided the remaining.

Employees can satisfactorily and efficiently perform the remaining tasks required. Rescheduling to assure the least senior Employee in the classification experiences the reduction of hours will be implemented as soon as it can be accomplished without incurring overtime, but no later than within two weeks. The junior Employee on the shift subject to the reduction of hours may exercise the option to accept the reduction of hours rather than displace a less senior Employee on another shift.

4. If the reduction of hours for an employee equals or exceeds an average of sixteen hours per week over any consecutive two-week period-, the Employee would qualify under the layoff provisions and be extended the opportunity to bump each time this limit is met or exceeded.
5. If the reduction of hours for an Employee equals or exceeds an average of eight hours per week over any consecutive four-week period-, the Employee would qualify under the layoff provisions and be extended the opportunity to bump each time this limit is met or exceeded.
6. If the reduction of hours for an Employee equals or exceeds an average of four hours per week over any consecutive twelve-week period-, Employees would qualify under the layoff provisions and be extended the opportunity to bump each time this limit is met or exceeded.

7. In the event an Employee qualifies for the opportunity to bump due to exceeding the reduction of hour's criteria in Sections D.4. or D.5. or D.6., the employee may exercise the following option:
 - a. Bump immediately; or
 - b. Retain the right to bump in the future should the pattern of reduction of hours continue.
8. Full-time Employees affected by a reduction of hours will retain full-time status for the accrual of benefits.
9. In the event an Employee is subject to a reduction of hours, the Employee may exercise the option to be paid accrued vacation hours or earned holiday hours to compensate for an equal number of hours reduced. Despite the use of vacation hours or earned holiday hours, the total number of hours reduced will be counted in the reduction of hours tally, for application under Sections D.4. or D.5. or D.6.
10. With the exception of the provisions of Section D.9., an ARH imposed reduction of hours shall be calculated as bid hours less hours paid.
11. In the event a reduction of hours is necessary, ARH may ask Employees to voluntarily reduce their hours.

ARTICLE 15

HOURS OF WORK AND WORK WEEK

Section A. The basic workday for all Employees under this Article shall be eight (8) hours per day. The basic work week for said Employees shall be forty (40) hours per week. The work week shall begin with the second shift on Monday, which is sometimes referred to as the "A" shift.

Section B. Except as provided in Section G of this Article, hours worked more than the basic workday (8 hours) or the basic work week (40 hours) shall be paid at the rate of time and one-half-the regular straight time rate. Over-time payments, payable under the fore-going overtime policies, shall not be pyramided. Overtime payments for the week shall be made under whichever policy allows the greater amount of such pay.

Section C. Hours worked on a seventh consecutive day in any scheduled work week shall be paid for at double the regular straight time rate.

Section D. Employees shall be expected to work overtime when requested, however, ARH shall endeavor, insofar as may be practicable, to make an equitable distribution of overtime among the qualified Employees within a job classification. An Employee will not be disciplined for refusing to work overtime who has good and sufficient cause for so refusing to work overtime.

Section E. The provisions of this Article are intended only to provide a basis for determining the number of hours of work for which an Employee shall be entitled to be paid at overtime rates and shall not be construed as a guarantee to such Employee of any specified number of hours of work either per day or per pay period or as limiting the right of ARH to fix the number of hours of work, including overtime, either per day or per pay period, for such Employee.

Section F. ARH will make a reasonable effort to avoid the scheduling of any Employee to work three consecutive weekends and if this cannot be avoided, ARH will make a reasonable effort to schedule the Employee off four (4) consecutive days.

Section G. Bargaining Unit Employees covered by this agreement may be assigned to work flexible schedules consisting of ten (10) or twelve (12) hour shifts. Conditions for adopting flexible scheduling are listed below:

1. Should ARH see a need and a desire to schedule bargaining unit employee(s) on a flexible work schedule of ten (10) or twelve (12) hour shifts, such scheduling shall be by written agreement between the employee, ARH and the Local Union President or his/her designee(s). Employees working a flexible schedule will be eligible for overtime pay after completing a ten (10) hour scheduled shift, twelve (12) hour scheduled shift or after forty (40) hours have been worked during the work week. Before implementation of a flexible schedule of ten (10) or twelve (12) hour shifts, ARH will discuss the proposed schedule, with the Employees involved. Reasonable accommodations will be made to meet individual needs of Employees assigned to work a ten (10) hour or twelve (12) hour shift when feasible.
2. If an Employee initiates a request for a flexible working schedule the request must be in writing to the Community CEO or his/her designee and the Local Union President for consideration. The request for flexible scheduling will acknowledge the employee will not be eligible for overtime pay until a ten (10) or twelve (12) hour work shift has been worked or after forty (40) hours have been worked during the work week (Monday through Sunday). The change to a flexible working schedule of ten (10) or twelve (12) hour shifts will last for at least twenty-eight (28) days.
3. Should ARH or the Employee seek to revoke a flexible working schedule, ARH or the Employee will give written notice to the other parties of its desire to terminate the flexible schedule at least twenty-one (21) calendar days prior to the start of the new schedule. Such change from the flexible work schedules will then be effective with the next posted schedule.

4. To ensure compliance with the Affordable Care Act (ACA), for employees working flexible schedules, the Parties agree to amend the threshold for full-time benefits eligibility to thirty (30) hours per week. This adjustment is intended solely to meet ACA requirements and does not reflect an intent to systematically reduce employee hours. ARH retains the right to manage and adjust work schedules, including the assignment of hours, based on operational needs, as provided elsewhere in this Agreement. Any adjustments to staffing or scheduling including reduction of hours will be made in a manner consistent with operational requirements of the facility and the provisions agreed upon by the Parties in this Agreement.

ARTICLE 16

PYRAMIDING OF PREMIUM PAY PROHIBITED

Overtime pay, holiday pay, any other premium pay shall not be pyramided, and the Employee shall receive only the premium pay which will entitle him to the greater amount of pay. For example, if an Employee works on a holiday and such time worked is also more than forty (40) hours per work week, the Employee shall be entitled to receive only the premium pay for working on the holiday and not that plus the overtime pay.

ARTICLE 17

RATES OF PAY

Section A.

A new pay grid, outlined in "Appendix A," is established as part of this Agreement. Appendix A defines the start rate for each job classification covered under the Agreement. These start rates represent the minimum hourly wages at which employees will be compensated upon hire, bid, bump, or promotion into the respective classifications.

Effective the start of the pay period following April 1st of each subsequent year of this agreement, all employed bargaining unit members shall have their individual wage rates increased by 2.00% and the established start rate outlined in Appendix A shall also increase by 1.00%.

Any previous wage discrepancies prior to the effective date of this Agreement are expressly repudiated and shall not be subject to grievance or arbitration.

Section B.

Effective April 1st, 2025, ARH shall apply a one-time seniority-based compression adjustment to the base wage rates of all eligible bargaining unit employees, as defined below. This adjustment shall be determined based on the employee's continuous bargaining unit seniority as of April 1st,

2025, and shall be added to the employee's base wage rate as outlined in Appendix A of this Agreement.

Eligible employees shall receive the following adjustments to their base wage rates based on their seniority:

Seniority (as of 4/1/25)	Compression Adjustment
Less than 1 year	Ineligible
1 - 2 years	\$0.25/hour
3 - 5 years	\$0.50/hour
6 - 9 years	\$0.75/hour
10 - 14 years	\$1.00/hour
15 - 19 years	\$1.50/hour
20+ years	\$2.00/hour

If an employee bids or bumps into another job classification with a different base wage rate as outlined in Appendix A, their compression adjustment shall travel with them to the new job classification. The adjusted wage rate for the new job shall consist of the start rate for the new position as defined in Appendix A, plus the compression adjustment the employee was entitled to as defined in the table above.

The compression adjustment amount is fixed based on the employee's seniority as of April 1st, 2025, and shall not increase based on any additional seniority accrued after that date. Employees shall not qualify for a higher level of compression adjustment in future bids, bumps, or transfers, regardless of additional seniority accrued during the life of this Agreement.

Any break in service shall sever the Employer's obligation to provide the seniority-based compression adjustment upon rehire. Upon rehire, the employee's base wage rate shall be determined solely by the terms of this Agreement as applicable to new hires, without consideration of the previously applied seniority-based compression adjustment. Employees who are ineligible for the adjustment based on seniority as of April 1st, 2025, shall not become eligible for this adjustment at a later date.

Section C.

If from time-to-time ARH is unable to recruit for a job classification at the rate set forth in Appendix A, then ARH reserves the right to determine when and under what circumstances it may establish a rate of pay greater than the prescribed start rate for the job classification as set forth in Appendix A ("accelerated start rate"). Such employee will retain their rate until the employee would have reached this rate pursuant to the terms of Appendix A. At that point, the employee will be paid according to Appendix A. When ARH determines, in its sole discretion, that it no longer is necessary to pay the accelerated start rate for a job classification in a department or unit, it may return to the start rate set forth in Appendix A.

The Parties agree that accelerated start rate for a job classification, being unique to that particular job classification for a unit or department, does not "travel" with the Employee to any other job classification, unit, or department.

Section D. Red Circled Employees

Employees whose rates of pay are currently red circled or will be red circled as a result of the new wage structure will maintain their red circled rate in cents per hour with relation to the new wage structure until such time as they successfully bid into another classification.

Section E. Call-In Pay

ARH shall guarantee any Employee who is called back to work after that Employee has already left for the day or is on a day off, a minimum of four (4) hours work and/or pay at the rate for the time of the call-back.

Section F. Stand-by Pay

ARH's regular policy on Stand-by shall apply to the Employee's covered by this bargaining agreement. Employees who are required by ARH to be on "Stand-By" will be compensated at the rate of \$4.25 for each eight (8) hour Evening "B" shift and \$4.25 for each eight (8) hour Night "C" shift. In the event the Employee is required to be on Stand-By on a Saturday, Sunday or a Holiday, the Employee will be compensated at the rate of \$6.25 for each eight (8) hour shift they are on "Stand-by."

Employees in the job classifications of Diagnostic X-Ray Tech Performing 1 or More Modalities (Non-Registered), Registered CT Tech, Registered MRI Tech, Registered Ultrasound Tech, Registered Mammography Tech, Registered Echo Tech, Non-Registered Radiological Technologist Cath Lab, Registered Radiological Technologist Cath Lab, and Registered Nuclear Med Tech as listed in Appendix A who are required by ARH to be on "Stand-by" will be compensated at a rate of \$14.00 for each eight (8) hour evening "B" shift and \$14.00 for each eight (8) hour night "C" shift. In the event such employee is required to be on "Stand-by" on a Saturday, Sunday or a holiday, such employee will be compensated at a rate of \$18.00 for each eight (8) hour shift they are on "Stand-by".

Section G. Shift Differential

A uniform starting time for the "A" (day) shift shall be established in each facility for the purpose of payment of shift differential.

The Employees required to perform work on the "B" or "C" shifts shall receive the applicable shift differential for all hours worked on such shifts, as follows:

1. The Employee shall receive an additional thirty-five (35) cents per hour for all hours worked on the "B" or second shift.
2. The Employee shall receive an additional forty (40) cents per hour for all hours worked on the "C" or third shift.

Section H. Report in Pay

When an employee reports to work as directed, such employee shall be guaranteed two (2) hours work or two (2) hours pay at the appropriate rate.

Section I. Rate Retention

In the event an Employee is placed in a lower rated job as a result of a bump, the Employee shall retain his current rate of pay for a period not to exceed sixty (60) calendar days from the date of being placed in the bump job. In the event an Employee in a bump job is bumped prior to the expiration of 60 days, the number of days remaining in rate retention for the previous bump will remain in effect and shall be counted against the sixty (60) day protection afforded the next bump.

A bumped Employee who bids on a job shall not be subject to this section.

Section J. Any LPN or Respiratory Therapy Technician assigned to accompany a medical transport (ground or air ambulance) will receive a rate of pay twenty five percent (25%) above their regular rate of pay for the period of the assignment.

Section K.

Employees in the job classification of Truck Driver Home Services or any job classification in the Technical or Clinical Units, who are assigned to work in a Home Health Agency and provide in-home services, shall receive a rate of pay ten (10%) above their regular rate of pay for productive hours worked in such assignment.

Employees in any job classification in the Behavioral/Health Psychology Units, who are assigned to provide direct patient care in designated behavioral health or psychiatric units, shall receive a rate of pay ten (10%) above their regular rate of pay for all productive hours worked while providing such care in these units. This pay upgrade shall apply only to hours spent directly engaged in the care of patients within the behavioral/health psych units, and will not extend to administrative or non-direct care tasks.

Section L.

Any employee in any job classification who holds a specialty Medical Gas Licensure will receive a rate of pay ten (10%) higher than their regular rate of pay for hours worked performing this specialty assignment

Section M. Manner of Pay (Direct Deposit)

The Employee shall be paid on a bi-weekly basis by direct deposit from ARH to a designated bank account of the Employee.

ARTICLE 18

MEDICAL BENEFITS

Section A.

ARH shall continue to provide, for full-time and part-time Employees, a program of group medical benefits. Said program shall provide the same benefits as are provided to non-bargaining unit employees under the Appalachian Regional Healthcare (ARH) group Medical program.

In the event an Employee is eligible for and elects the Appalachian Regional Healthcare (ARH) group Medical program as may be in effect, the Employees monthly health insurance premium contribution will be the same as non-bargaining unit employees monthly health insurance premium contribution, including any increases. Premium contributions will be deducted on the first and second pay period of each month.

ARTICLE 19

SICK LEAVE

Section A.

Employees will earn sick leave ("Current Sick Leave") at the rate of 2.462 hours per pay period. This sick leave is not vested and will not be paid out upon separation from ARH. Unused sick leave will carry over each year, accumulating in a "Current Sick Leave Account" up to a maximum of 160 hours.

1. All sick leave hours regardless of account utilized as defined below shall be subject to the provisions of the ARH Absenteeism Program.
2. Employees who work part-time will accrue sick leave on a prorated basis.
3. Employees are eligible to use sick leave after completing six (6) months of continuous service.

Section B. Sick Leave Accounts

Account	Usage
Current Sick Leave Account	All bargaining unit employees shall utilize sick leave from this account first.
Z/ACR Account (Employees hired on or before 4/1/2013)	After the Current Sick Leave Account is depleted, employees use this account for sick leave.
Allotment Account (If Applicable)	Only accessible after both the Current Sick Leave and Z/ACR Accounts are depleted. Sick leave from this account is subject to the same rules as before March 12, 2001.

Section C. Payment and Misuse of Sick Leave

1. Sick leave hours will be paid at the Employee's regular straight-time rate.
2. Any Employee who takes sick leave when he/she is not prevented by his/her own illness from performing his/her work assignment is subject to discharge by ARH, with the exception employees may use accrued sick leave for the illness of a dependent, spouse or child.

Section D. Sick Leave at Career Conclusion

Event	Action
End of Career	Unused sick leave in the Z/ACR Account will be paid out as a lump sum (less deductions) and count toward the Employee's retirement benefit.
Death of Employee	Unused sick leave in the Z/ACR Account will be paid with final earnings, in compliance with State and Federal laws.

Section E. Absenteeism Control and Leave Donations

Absences are managed under the Absenteeism Control Program in Appendix N. Any past practices allowing sick leave use for reasons other than personal illness or the illness of a dependent, spouse, or child are eliminated.

Forms for requesting leave donations from the Z/ACR Account will be available. Donated leave hours will not count as an absence for the donor.

Section F. Wellness Days

Employees shall be eligible to utilize two (2) of their sick days from their "Current Sick Leave Account" per year for "Employee Wellness" activities in the following manner:

1. It is distinctly understood by the Parties that such Wellness Days are not additional time off superseding the language of this Article. Simply, employees may utilize their pre-existing time as defined in this Article for "Wellness".
2. Wellness Days must be pre-scheduled and approved in advance by the employee's supervisor inclusive of timely requests etc. consistent with the administration of the language of Article 23: Vacation. Approval of such days may be granted in ARH's sole discretion; but ARH will endeavor to accommodate a timely request for a Wellness Day insofar as practicable.
3. The sick day granted for Employee Wellness activities will not count as an unexcused absence and no further excuse or reason for the day is required to be provided to the manager.
4. The sick day granted for Employee Wellness must be used in a full workday increment consistent with the regular schedule of the employee (8/10/12 hours etc...)
5. May not be used after notice of resignation has been turned in and further such Wellness Days are considered "Sick" time and as such are not vested leaves to be paid out upon separation of employment.
6. May not be used on a company holiday or in conjunction with pre-scheduled and approved Paid Vacation as a cumulative addition to time off granted.
7. Employee Wellness days may not be drawn from "Z/ACR", or legacy "Allotment" accounts the employee may have and may only be drawn from the employee's "Current Sick Leave Account".
8. Nothing in Section F. of this Article shall modify or otherwise change the terms as defined in other Sections of this Article as it pertains to the normal administration of Sick Leave.

ARTICLE 20

TEMPORARY DISABILITY

Section A. Each Employee covered by this Agreement who is prevented by his own bona fide illness or injury from performing his work assignment shall receive the following Temporary Disability Benefits:

1. Temporary Disability Benefits will commence following a period of time, which is the greater of:
 - a. thirty-one (31) continuous days of absence because of the Employee's own bona fide illness or injury, or,
2. the expiration of the Employee's accumulated sick leave days.

3. Temporary Disability benefits will be provided for each separate period of disability in accordance with the following schedule:

Amount of Earnings Payable and Duration of Benefits		
Length of Employment	60% of Earnings	40% of Earnings
1 year but less than 3 years	2 Work Weeks	1 Work Week
3 years but less than 5 years	6 Work Weeks	2 Work Weeks
5 years but less than 10 years	7 Work Weeks	3 Work Weeks
Greater than 10 years	8 Work Weeks	4 Work Weeks

4. "Length of Employment" for purposes of determining the Employee's Temporary Disability Benefits is defined as the period of his active and continuous service with ARH on the date he is first entitled to receive Temporary Disability Benefits for the illness or injury which prevents him from performing his work assignment.
5. For the purpose of determining the amount of the Employee's Temporary Disability Benefits, "earnings" are defined as the Employee's straight time rate of pay in effect at the commencement of the period of temporary disability.
6. For the purposes of determining the length of payment of Temporary Disability Benefits, a "Work Week" is defined as the regularly scheduled number of days and hours per day of the Employee's last completed week of continuous employment prior to the commencement of the period of temporary disability.
7. All Temporary Disability absences of and Employee shall be considered as occurring during a single period of disability unless:
 - a. The successive absences are separated by at least two (2) consecutive weeks of active work on a full-time basis.
 - b. The successive absences are due to entirely unrelated causes and separated by at least one (1) day of work on an active basis.

8. The Employee must be under the care of a physician who determines the Employee is unable to perform the material and substantial duties of her/his regular job, in order for the Employee to receive benefits from the Temporary Disability Plan. Employees must furnish a physician's statement indicating the nature of the disability, the date on which it commenced, and the anticipated date of recovery and thereafter provide a physician's statement a minimum of every two (2) weeks to continue to receive said benefits.

If the employee is determined able to resume limited work activities, the Employee must return to work in accordance with the ARH Modified Duty Policy.

9. ARH maintains the right to require an Employee receiving temporary disability benefits to undergo an evaluation by an ARH designated physician. If such ARH physician disagrees with the opinion of the Employee's attending physician, these two physicians may select a third physician from outside the area who specializes in the appropriate medical discipline to review the Employee's case. The decision made by the selected third physician will be final and binding.

Section B. All payments will be made at the Employee's regular straight time rate.

Section C. Any Employee who takes sick leave and/or temporary disability when he is not prevented by his own illness from performing his work assignment is subject to discharge by ARH.

Section D. "Active and Continuous Service" as used in this Article shall be interpreted and is defined in Article 12, Definition of Active and Continuous Service.

Section E. Employee may not supplement the earnings paid under Article 20 with other paid leave.

Section F. Long-Term Disability: All employees will be eligible to purchase voluntary long-term disability coverage at the then current premium rates.

ARTICLE 21

WORKERS COMPENSATION

ARH will comply with State workers' compensation provisions.

1. Any past practice related to a separate worker's compensation leave whereby employees continue on a benefit status greater than afforded by FMLA is hereby repudiated.

2. Employees injured while working will remain ineligible for vacation/PTO, sick leave or short-term disability while on leave as a result of a work related injury.

ARTICLE 22

PENSION

Employees hired prior to April 1, 2013 will participate in the following plan:

The current Appalachian Regional Healthcare Inc. Restated Non-Contributory Pension Plan will continue to remain in effect.

1. April 1st, 1998, the benefit calculation formula set out in Section 4.03 (d) shall read as follows:

Section 4.03 (d) Twenty-five Dollars (\$25.00) multiplied by years of credited service.

2. The 30-year cap was removed in 1989.
3. ARH retains the right to require an Employee applying for disability pension benefits to undergo an evaluation by an ARH-designated physician. If such ARH physician disagrees with the opinion of the Employee's attending physician, these two physicians may select a third physician from outside the area who specializes in the appropriate medical discipline to review the Employee's case. The decision made by the selected third physician will be final and binding.
4. Employees hired on or after April 1, 2013 will be eligible to participate in a voluntary 403(b) Thrift Savings Plan under the following contribution schedule:

<u>Years of Eligible Service</u>	<u>ARH Contribution</u>	<u>ARH Matching Contribution</u>
After 1 year	1% of eligible compensation	100% match up to 0.5% of eligible compensation
After Year 2	1.5% of eligible compensation	100% match up to 0.5% of eligible compensation
After Year 3	2% of eligible compensation	100% match up to 1.0% of eligible compensation
After Year 4	2.5% of eligible compensation	100% match up to 1.5% of eligible compensation
After Year 5	3% of eligible compensation	100% match up to 1.5% of eligible compensation
After Year 10	3% of eligible compensation	100% match up to 1.75% of eligible

		compensation
After Year 20	3% of eligible compensation	100% match up to 2% of eligible compensation

5. The Union and ARH understand that any changes to the 403(b) plan shall require negotiations.

ARTICLE 23

VACATION

Section A: Eligibility and Initial Accrual

All regular Employees will begin accruing vacation time from the first day of employment. However, accrued vacation shall not become "vested" for the purpose of separation payout until the Employee successfully completes the probationary period of 90 days. Employees may use accrued vacation immediately upon accrual, subject to scheduling and approval as outlined in Section D. However, the vacation time will not be eligible for separation payout until the probationary period has been successfully completed.

Section B: Annual Accrual Rates (Based on Continuous Service)

Years of Continuous Service	Accrual Rate (All Employees)	Additional Vacation for Senior Employees (Optional Pay or Time Off)
New Hire to 1 year	1.538 hours per pay period (40 hours/year)	None
1 to 7 years	3.077 hours per pay period (80 hours/year)	None
7 to 10 years	4.6154 hours per pay period (120 hours/year)	None
11 years	4.6154 hours per pay period (120 hours/year)	+8 hours pay (1 day)
12 years	4.6154 hours per pay period (120 hours/year)	+16 hours pay (2 days)
13 years	4.6154 hours per pay period (120 hours/year)	+24 hours pay (3 days)
14 years	4.6154 hours per pay period (120 hours/year)	+32 hours pay (4 days)
15 years or more	4.6154 hours per pay period (120 hours/year)	+40 hours pay (5 days)

Section C: Vacation Accrual Limits and Carryover

Vacations shall be taken at the convenience of the Employee with prior approval from the supervisor. Vacation earned in one calendar year must be used prior to the end of the next calendar year or be forfeited, unless carried forward under specific provisions elsewhere in the Agreement. This policy ensures that unused vacation time is not accumulated indefinitely.

Section D: Scheduling and Approval

Employees may request vacation time off by submitting a written request 60 days in advance of the desired vacation start date. Requests made with proper notice will be granted on a seniority basis, subject to operational needs, as defined below. Supervisors are required to provide a written response to vacation requests no later than 30 days before the requested start date. If the supervisor fails to respond within this timeframe, the request will be automatically approved.

Employees who fail to submit vacation requests within the 60-day notice period will not be entitled to seniority-based priority for vacation scheduling. However, supervisors will make best efforts to accommodate these requests within a reasonable period of time, subject to operational needs and staffing requirements.

All vacation approvals are subject to Section D, which ensures adequate operational coverage and compliance with staffing requirements.

Section E: Special Vacation for Senior Employees

All employees shall be eligible for the “additional vacation time or equivalent pay for senior employees” as defined in the table in Section B of this Article. Payment and utilization are subject to the following conditions:

- All requests for additional vacation time must be submitted in writing and approved by the employee’s supervisor and Human Resources.
- Requests must include specific dates and confirmation that coverage is available without requiring overtime.
- Employees who are entitled to additional vacation pay as outlined above will have the option of receiving the pay as additional vacation pay or taking the time off as a paid vacation day, provided ARH does not have to incur overtime to do so. Additional vacation not taken as pay or time-off will be carried forward.

The employer reserves the right to deny such requests if they should cause undue disruption to operations or require overtime to maintain staffing levels.

Section F: Part-Time Employees

Part-time Employees will accrue vacation on a prorated basis, based on the number of hours worked during each pay period. This ensures that part-time Employees receive vacation accrual proportionate to their work schedule.

Section G: Payments and Definitions

Vacation payments will be calculated at the Employee's regular straight-time rate, based on scheduled hours worked. The term "Active and Continuous Service" shall be interpreted as defined in Article 12 of this Agreement.

ARTICLE 24

HOLIDAYS

Section A. Each Employee shall be entitled to nine (9) paid Holidays each year as follows:

1. New Year's Day
2. Floating Holidays (2)
3. Easter Sunday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Christmas Day

Section B. To be paid for a holiday, the Employee must have worked his/her entire last scheduled shift prior to and the entire next scheduled shift after such Holiday; and, work the holiday if scheduled to work unless the Employee is released from the shift.

Section C. An Employee who is scheduled to work on any Holiday and who does not work on such Holiday, without good and sufficient reason, shall receive no pay for such Holiday.

Section D. It being recognized that a health care provider, due to the nature of its activities, works everyday of the year and consequently, it is not possible for all Employees to be off duty on the same day, ARH shall have the right on reasonable notice given and at its sole discretion to require any Employee to work on any of the Holidays.

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

1. Where the Employee is not scheduled to work and where the holiday is not worked, at the Employee's regular straight time rate;

2. Where the holiday is worked, at double the Employee's regular straight time rate.

In addition, an Employee who worked on the Holiday shall be given a replacement day off in the following manner:

Within thirty (30) calendar days following the Holiday worked, the employee will identify three (3) possible days in the next two monthly schedules, for scheduling of the holiday replacement day. The supervisor will select one of those days as a replacement day and notify the Employee which day has been assigned.

If the Employee is not assigned a replacement day off as described above, then the Employee shall receive an additional twelve (12) hours pay at the regular straight time rate.

Pay for Holidays not worked and pay in lieu of a day off as described in "C" above, shall not be used to determine overtime pay.

Section F. For purposes of computing holiday pay, the Holiday shall begin at the shift changing time nearest 12:01 a.m. on the calendar date of the Holiday.

Effective April 1, 2013, an employee who works only on Easter, Independence Day, Thanksgiving and Christmas shall be given a day off within thirty (30) calendar days following the Holiday worked. Within thirty (30) calendar days following the Holiday worked, the employee will identify three (3) possible days in the next two monthly schedules, for scheduling of the holiday replacement day. The supervisor will select one of those days as a replacement day and notify the Employee which day has been assigned.

Section G. To qualify for one Floating Holiday, the Employee must be an Employee on or before April 1. To qualify for the second Floating Holiday, the Employee must be an Employee before July 1.

ARTICLE 25

BEREAVEMENT LEAVE

In the event of a death in the immediate family of an Employee, a reasonable leave of absence, with pay, shall be granted to such Employee on the following terms and conditions:

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

2. An Employee who has a death in the immediate family shall inform his supervisor, or other designated representative of ARH, of the death prior to commencing the leave of absence.
3. As used herein, the term "immediate family" means persons regularly residing in the Employee's household; or spouse, son, daughter, stepson, stepdaughter, mother, father, stepparents, sister or brother, father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, or grandchild of either the Employee or such Employee's spouse.
4. As used herein, the term "reasonable leave of absence" means a leave of absence of three (3) work days if the decedent resides in the community surrounding the hospital provided, however, that no leave will be granted if an Employee is on leave of absence without pay or layoff. In the event an employee needs additional time after the death ARH will cooperate to assist the employee to utilize other accrued leave, including vacation, PTO, accrued holiday (K-time) and floating holidays.
5. ARH shall give the Local Union President, or designee, reasonable time to attend the local funeral of a local union member or their immediate family member. The Local Union President shall also be given time off to attend the funeral due to the death of any ARH Local Union President or Vice President.
6. ARH shall give the Local Union President, or designee, reasonable time off to attend the funeral due to the death of USW International Officers.

ARTICLE 26

JURY DUTY

Section A. ARH will grant a Leave of Absence - Jury Duty with pay to Employees who are summoned to serve on Jury Duty.

Section B. All ARH Employees who are summoned to serve on Jury Duty are eligible for Leave of Absence - Jury Duty compensation in accordance with the following stipulations:

- I. The Employee requests such leave as far in advance as possible, and presents the supervisor with a copy of the summons before the leave of absence begins.
- II. The Jury Duty falls on a regularly scheduled work-day.

III. If an Employee serves more than four hours on Jury Duty he will not be required to work that day.

Section C. All ARH employees who are summoned as witnesses in work related cases are eligible for Leave of Absence - Jury Duty compensation in accordance with the following stipulations:

1. The Employee requests such leave as far in advance as possible, and presents the supervisor with a copy of the summons before the leave of absence begins.
2. The Employee is not to serve as a witness against ARH.
3. The Employee reports to work that day when excused from the Court unless the Employee serves more than four hours.

If any Employee is scheduled to be a witness on a regularly scheduled day off, ARH will endeavor to schedule another day off or pay the Employee at his regular straight time hourly rate for that day.

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

Hours paid for Leave of Absence - Jury Duty will not be counted as hours worked for overtime purposes or double time for the seventh (7th) consecutive day.

Section E. If a Holiday falls on a day, which an Employee must serve on Jury Duty, he may take another day off for the Holiday.

An Employee who is on vacation and summoned to serve on Jury Duty will be paid Jury Duty pay and not be required to use his vacation.

An Employee who becomes ill while serving on Jury Duty will use his sick leave in accordance with the Sick Leave Policy.

ARTICLE 27

MILITARY SERVICE

Section A. ARH shall accord to each Employee who applies for reemployment after conclusion of his military service with the United States such reemployment right, as he shall be entitled to under existing statutes as follows:

1. Employees who either voluntarily for a period not to exceed five (5) years or mandatorily enter the active military service shall be eligible for reinstatement upon completion of said service provided that:
 - a. they apply for reinstatement with ARH within ninety (90) days after being relieved from military service.
 - b. they satisfactorily complete the period of active duty and receive a certificate to that effect.
 - c. the official discharge paper is the only document to be used to establish the date of discharge.
2. If still qualified to perform the duties of such position, the Employee shall be restored to the position he held at the time of leaving for active military service, or to a position of like seniority status and pay.
3. If not qualified to perform the duties of such position by reason of disability sustained during such service, but qualified to perform the duties of any other position in ARH that will provide him like seniority status and pay, or the nearest approximation thereof consistent with the circumstances in his case, he shall be offered this latter position.
4. Training or experience received while in military service should be considered by ARH when reinstating the Employee.
5. Any Employee restored to a position as provided herein shall be considered as having been on furlough or leave of absence during his period of service in the Armed Forces. Seniority and salary increments accruing and alterations in salary schedule affected during his absence shall be applicable as if he had remained on the job.

Section B. Special Vacation Provisions: An Employee who at the time of leaving active employment to enter military service of the United States has qualified for a vacation in the year of such entrance and who has not received a vacation or vacation allowance shall then be granted such allowance, provided, however, that a volunteer shall have given fourteen (14) days' notice of intention to enlist.

Section C. Military Encampment Allowance: An Employee with one or more years of continuous service who is required to attend an encampment of the Reserve of the Armed Forces or the National Guard shall be paid, for a period not to exceed two (2) weeks in any calendar year, the difference between the amount paid by the Government (not including travel, subsistence and

quarters allowance) and the straight time rate the Employee would have earned if the Employee had worked.

ARTICLE 28

LEAVE OF ABSENCE

Section A. An Employee desiring a leave of absence without pay shall present his request in writing to his supervisor for approval by the hospital Community CEO. The requested leave of absence may or may not be granted by ARH in its discretion, however, ARH shall not unreasonably refuse a request.

Section B. An Employee granted leave of absence shall not engage in any other gainful employment during the period of such leave, except as a staff member of the International Union, unless he is permitted to do so by mutual agreement of ARH and the Employee. Any violation of this condition shall be grounds for discharge of the Employee.

Section C. If an Employee exceeds an official leave of absence, the Employee shall be considered as having voluntarily quit, unless the Employee exceeds the leave of absence because of the occurrence of a casualty or the occurrence of an act or event over which the Employee can exercise no reasonable control. If such Employee is subsequently re-employed, he shall be regarded as a new Employee.

Section D. If an Employee is found to have misrepresented the reason for a requested leave and the leave has been granted, ARH shall have the right to discharge the Employee.

Section E. Leave of absence for the purpose of accepting positions with the International or Local Union shall be available to a reasonable number of Employees. Leave of absence shall be for a period not to exceed one (1) continuous year.

Section F. Leave of absence for the purpose of accepting an elected public office will not exceed one (1) term of office and will be available to a reasonable number of employees.

Section G. Any Employee granted a leave of absence to perform work for the International Union shall have their health insurance continued for a period of time of up to one (1) year. Said employees must continue to pay premiums as described in Article 18.

ARTICLE 29

UNIFORMS

Section A. New employees required by ARH to wear uniforms shall be provided up to three (3) uniforms. After successful completion of the probationary period these employees will receive an

additional two (2) uniforms. Following the one (1) year employment anniversary ARH shall provide a total of five (5) uniforms as needed to an Employee required by ARH to wear a uniform.

Section B. Female employees may have their choice of pantsuits, dresses or a combination thereof.

Section C. The laundering of wash and wear type uniforms will be the responsibility of the Employee.

Section D. Any Employee who leaves the employ of ARH for any reason shall return to the supervisor all uniforms issued by ARH or pay for same unless otherwise accounted for.

ARTICLE 30

CONTINUING EDUCATION

Section A. ARH recognizes the need for Employees required to obtain Continuing Education Units to participate in continuing education programs pertinent to their area of practice to keep abreast of changing trends.

1. Information relative to education and training programs shall be posted on the bulletin board.
2. ARH agrees to grant to each Employee who is required to have CEU's and who has completed his probationary period, leave with pay to attend lectures, seminars, and courses of instruction pertinent to their assignment. Such leave shall be: three (3) days during each contract year. ARH will provide three (3) additional CEU days per additional registry. Such leave must be mutually beneficial to ARH, will not interfere with staffing, and permission for such leave will not be unreasonably denied.

Section B. The Employee shall make written advance application to his supervisor or department head specifying the course, institute or workshop the employee wishes to attend and receive the department head's written approval to attend.

Section C. ARH agrees to grant to each Employee who is not required to have CEU's and who has completed his probationary period, leave with pay to attend lectures, seminars, and courses of instruction pertinent to their assignment. Such leave shall be: one (1) day during each contract year. Such leave must be mutually beneficial to ARH, will not interfere with staffing, and permission for such leave will not be unreasonably denied.

Section D. ARH will endeavor to assist present Employees in certification, registry, and licensure, before new hires, provided ARH has the time and resources to do so.

ARTICLE 31

NOTICE OF ABSENCE – ABSENCE WITHOUT REASON

1. An Employee absent from work shall give advance notice of his intended absence and his reason therefore to their supervisor, or designee in the facility, as much in advance as possible prior to the start of the work shift but not less than two (2) hours before the start of the shift. If two (2) or more hours advance notice is given, management will follow its customary seniority practices for covering the vacancy.
2. If the Employee provides less than two (2) hours advance notice of absence, ARH may offer the shift to senior bargaining unit Employees currently on duty or make other arrangements for coverage necessary to fill the vacancy. If no senior Employee currently on duty takes the assignment, ARH may mandate the least senior person currently on duty or otherwise secure coverage for the vacancy.

An Employee absent from work for a period of time in excess of one (1) work day beginning with the start of his regular work shift without notice having been given to their supervisor as aforesaid may, in the discretion of ARH, be terminated, unless good, sufficient and legitimate reason exists for such failure to give notice as aforesaid.

3. An Employee who is excessively absent from work on the day they are scheduled to work is subject to disciplinary action per the absentee control program.

ARTICLE 32

SUSPENSION AND DISCHARGE CASES

Section A. In the exercise of its rights and duties under this Agreement, ARH agrees that an Employee shall not, from and after the date hereof, be peremptorily discharged, but that in all instances in which ARH may conclude that an Employee's conduct may justify suspension or discharge, the Employee shall first be suspended. Such initial suspension shall be for not more than five (5) working days. During this period of initial suspension, the Employee may, if he believes he has been unjustly dealt with, request a hearing and a statement of offense before ARH Community CEO. At such hearing, the facts concerning the case shall be made available to both parties. After such hearing, ARH shall determine whether to convert the suspension into discharge, or extend, sustain, or revoke the suspension. If the suspension is revoked, the Employee shall be returned to employment and receive full compensation at his regular rate of pay for the time lost.

Section B. If the suspension is sustained, extended or converted into discharge, the Employee may, at any time within ten (10) working days after the initial suspension, allege and present a grievance

to be handled in accordance with the procedure of Article 33 and which shall be introduced at third (3rd) step of the grievance procedure.

Section C. In the event a grievance concerning suspension or discharge goes to arbitration, the arbitrator shall have the authority to modify the penalty, and ARH and the Union agree to in all respects comply with the award of the Arbitrator.

ARTICLE 33

GRIEVANCE AND ARBITRATION PROCEDURE

Section A. A grievance is defined as a dispute or complaint concerning the interpretation, application or compliance with, any provision of this Agreement, arising out of this Agreement between ARH and the Union, or Employee.

Section B. In the event of a grievance, there shall be no work stoppages or strikes, and the following procedures shall be observed to resolve a grievance:

Step 1. Within three (3) working days after the facts or events which give rise to the grievance come to the Employee's or the Union's attention, an Employee having a grievance or the Union shall take it up with their immediate Supervisor specifying that the matter is a formal grievance. ARH shall give its answer to the Employee or the Union within three (3) working days after the presentation in Step 1.

Step 2. If the grievance is not satisfactorily settled in Step 1, it shall be reduced to writing by the Employee or the Union on the Grievance Form, Appendix "C", which shall state (a) the nature of the dispute or complaint, (b) the facts upon which the grievance is based, (c) the Article of the Agreement claimed to be violated (which may be amended at any step of the grievance procedure through Step 4 but not after written demand for arbitration), (d) the remedy or correction sought, and will be signed and dated by the Employee or the Union, and must be presented by the Grievance Committee of the Union to the Department Head in Step 2 within five (5) working days after the answer in Step 1. A grievance so presented in Step 2 must be answered by ARH in writing within five (5) working days after its presentation by the Grievance Committee in Step 2.

Step 3. If the grievance is not satisfactorily settled in Step 2, the grievance must, within five (5) working days after the answer in Step 2, be presented by the Grievance Committee of the Union to ARH's Community CEO. A grievance so presented in Step 3 must be answered by ARH in writing within five (5) working days after its presentation in Step 3.

A grievance concerning a discharge or suspension shall be presented at Step 3 in the first instance, within ten (10) working days of the facts or events, which give rise to the grievance or disciplinary action taken. A grievance concerning any other matter may, by mutual agreement, be presented initially at Step 3 in the first instance.

Step 4. If the grievance is not satisfactorily settled at Step 3, the grievance must, within ten (10) working days after the answer in Step 3, be presented in Step 4 by the designated International Union representative to the designated representative of the President of ARH. A grievance so presented in Step 4 must be answered by ARH in writing within ten (10) working days after its presentation in Step 4.

A Union grievance, which has not been resolved after completion of Step 4, may be referred for arbitration by only the Union as hereinafter provided.

The Company agrees that it shall not subpoena or call as a witness in any disciplinary or Arbitration proceedings any Employee from the bargaining unit. The Union agrees that it shall not subpoena or call as a witness in such proceedings any non-bargaining unit employee.

Section C. All time limits specified shall be deemed exclusive of Saturdays, Sundays, and holidays.

Section D. Failure on the part of ARH to answer a grievance in either Step 1 or Step 2 within the prescribed time limits shall not be deemed acquiescence thereto, and the grievance shall automatically proceed to the next Step. Failure on the part of ARH to answer a grievance in either Step 3 or Step 4 shall be deemed acquiescence thereto and the grievance shall be resolved against ARH. Failure on the part of the Union to present or appeal a grievance at any step (except from Step 2 to Step 3) within the prescribed time limits shall be deemed acquiescence thereto, and the grievance will be deemed resolved against the Union on the basis of the last answer of ARH, which has been made.

Section E. If the union withdraws the grievance, a statement shall be signed together with the date of same, on the Grievance Form, to that effect.

Section F. Grievances settled at Step 3 shall have local bargaining unit precedent value only, while grievances settled as the result of a Step 4 hearing shall have precedent value for all bargaining units covered under this master agreement.

Section G. If the grievance is not settled in Step 4, and if written demand is made by the Union, then within ten (10) working days after written demand for arbitration, an arbitrator will be selected from a permanent panel of nine (9) arbitrators mutually agreed to by ARH and the Union. Provided however, the grievance shall not be referred for arbitration except upon written demand of the Union made within ten (10) working days after the answer in Step 4. This time limit may be extended by mutual agreement. If written demand is not made as aforesaid, the grievance shall be deemed resolved on the basis of the last answer and decision made from which an appeal was not taken and such grievance shall not be subject to further appeal. All evidence shall be submitted at the Step 4 hearing.

Section H. The procedure used in selecting an arbitrator to hear an arbitration case will be as follows:

1. The arbitrator who is selected must agree to hear the case within thirty (30) days or less from the date of selection and notification.
2. The parties to this Agreement have agreed on a panel of nine (9) permanent arbitrators as more particularly shown on Appendix "D", attached hereto and made a part hereof. Each individual hospital shall maintain its own list. The first arbitration case at any individual hospital will be assigned to the arbitrator first on the list provided he can hear the case within thirty (30) days. If he does not agree to so hear the case, the parties will move to the arbitrator second on the list. The parties will then move down the list until an arbitrator is found who will agree to hear the case within thirty (30) days. Selecting the arbitrator for the next case will begin with the arbitrator next in numerical order on the list after the arbitrator selected for the previous case. When the parties reach the last name on the list, they will move back to the first name and follow the list of arbitrators again in descending numerical order. Should none of the arbitrators agree to hear the case within thirty (30) days, the arbitrator who can hear the case at the earliest date after thirty (30) days shall be selected.
3. The arbitrator will be requested to render a decision within thirty (30) days from the date of the hearing.

Section I. The fees and expenses of the arbitrator shall be paid equally by ARH and the Union.

Section J. The award of the arbitrator shall be final, conclusive and binding upon ARH, the Union, and the Employee(s).

Section K. The arbitrator shall have jurisdiction only over disputes or complaints involving the interpretation or application of, or compliance with, the terms of this agreement, and he shall have no power to add to, subtract from, or modify in any way, any terms of the Agreement, nor shall he exercise any responsibility or function of ARH or the Union, nor shall he have jurisdiction over any dispute or complaint involving any practice of ARH unless it is contended that such practice abridges a provision of the Agreement. The parties to this Agreement shall make a sincere effort to resolve any complaint or problem even though it does not involve the interpretation, application or compliance with the provisions of this Agreement.

Section L. In the event an Employee dies, the Union may process on behalf of their legal heirs any claim he would have had relating to any monies due under any provision of the Agreement.

Section M. A local committeeman or local union president may leave their work for the purpose of processing grievances and attending scheduled grievance meetings with management in accordance with the Grievance Procedure and for reporting to the grievant the status of their grievance with the permission of their supervisor which shall not be unreasonably withheld so long as there is no interference with patient care. After receiving permission from their supervisor, the supervisor shall record their time when leaving their work, and upon entering the area of a supervisor other than their own, the local committeeman or local union president shall notify the supervisor of that department of their presence and purpose. Upon their return to work their supervisor shall record the time of their return.

Section N. The local grievance committeeman or local union president or Employee who during their regularly scheduled work shift, has left their work for the purpose of processing grievances, and to attend regularly scheduled or special committee meetings with management of ARH shall do so without loss of earnings. ARH will not pay wages to any local grievance committeeman or employee who has left their work for the purpose of attending arbitration hearings or for preparing for arbitration hearings.

The local grievance committeeman and Employee will whenever practicable, process grievances on his/her own time.

Section O. The Union, from time to time, shall keep on file with ARH a current list showing the names, addresses, and home telephone numbers (if available) of the officers of the local union and the local grievance committee.

Section P. The grievance Committee of the Union shall not consist of more than four (4) members including the local union president.

Section Q. Records of disciplinary action will be null and void after six (6) years from date given and records of disciplinary action over four (4) years old will not be used against an Employee in a grievance and arbitration procedure.

Q.1 The duration of any Last Chance Settlement shall be delineated in the Last Chance Settlement Agreement.

Section R. All grievances appealed to Step 4 of the grievance procedure shall be reviewed by each respective Step 4 representative. Within twenty (20) days of receiving the Step 4 hearing request, representatives will communicate with one another and jointly determine whether the grievance merits a Step 4 hearing and schedule a Step 4 hearing if warranted. If the grievance does not merit a Step 4 hearing, the grievance shall be referred back to Step 3 for consideration. If the parties are still unable to reach a Step 3 settlement, the grievance will be directed to Step 4 for disposition.

ARTICLE 34

EXCLUDED PERSONNEL PERFORMING BARGAINING UNIT WORK

All employees excluded from and not covered by this Agreement shall not perform the work being performed by the Employees covered by this Agreement except:

1. In case of a bonafide emergency where delay would jeopardize a patient's life or health;
2. To eliminate a condition or emergency caused solely by 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 safety hazard caused by sudden and unanticipated circumstances;
6. To assist Employees in correcting, adjusting, or controlling new equipment during installation or testing periods;
7. To meet patient care requirements when undue delay in calling a bargaining unit Employee could cause the interruption of good patient care;
8. To fill in for an Employee where undue delay would interrupt good patient care until another qualified bargaining unit Employee is called to work.

ARTICLE 35

STUDENTS AND VOLUNTEERS

A. STUDENTS

The parties agree that the presence of students in ARH facilities is important for developing future resources in the community, for improving, the quality of care, and for fulfilling the responsibility of ARH to the community. At the same time the parties recognize that the presence of students in patient care areas in no way diminishes ARH's responsibility for the care provided and shall not affect the level of staffing required to care for its patients. ARH may train students so long as the use of such persons does not:

1. Cause the displacement of bargaining unit Employees, or
2. Cause the reassignment of bargaining unit Employees to other areas of the facility, or

3. Cause a reduction of the workforce, or
4. Cause ARH not to hire Employees.

While performing bargaining unit work for training purposes, patient care by students shall be coordinated with bargaining unit Employees and by designated instructors normally responsible for giving direction.

The following guidelines shall be used to determine compliance with the above principles:

1. ARH will, as soon as practicable, provide a summary of clinical affiliations to the leadership of the Union. Such summary will include:
 - a. type of student,
 - b. nature of learning to take place,
 - c. number of students,
 - d. location in hospital of assignment,
 - e. schedule of students, and
 - f. clinical assignments (when available)
2. ARH will limit student involvement within a department or unit to no more than four (4) students assigned to the patients of any individual bargaining unit member. However, professional students who are assigned exclusively to the patients of non-bargaining unit personnel shall not be subject to the provisions of this article.
3. Coordination shall be exercised in the form of a pre- and post-clinical conference so that the bargaining unit person may review the care to be provided by the student and state the necessity of staff attendance for particular procedures. Content of the conference will be shared with the supervisor or department head. Conferences will be documented by a "sign-off" by all parties.
4. In the interest of quality of care, medication rounds by students should be witnessed by the staff person assigned.
5. ARH shall document, through use of schedules, clinical assignments, and/or other staffing mechanisms, that the presence of students did not cause a displacement of bargaining unit Employees.

B. VOLUNTEERS

ARH may use volunteers so long as the use of such persons does not cause the displacement of or reassignment of bargaining unit Employees, or cause a reduction of the working force, or cause the hospital not to hire Employees. Volunteers shall not perform bargaining unit work.

ARTICLE 36

NO STRIKE, NO LOCKOUT

Section A. The Union, its officers, agents, members and Employees covered by this Agreement agree that during the terms of this Agreement or any extension thereof, there shall be no strikes, sit-downs, slowdowns, stoppages of work, boycott, picketing or other interferences with ARH's operations of its hospitals, or other health care facilities. Any violation of the foregoing provision may be made the subject of disciplinary action, including discharge.

Section B. Should a strike, sit-down, slowdown, picketing, concerted stoppage of work or other interference with the operations of ARH occur, not called or sanctioned directly or indirectly by the Union, the Union, upon request of ARH, shall:

1. Disavow such action by the Employees;
2. Advise ARH in writing, that such action by the Employees has not been called for nor sanctioned by the Union; and
3. Post notices on the premises of the ARH facility or facilities concerned, that it disapproves such action, and instructing Employees to return to work immediately, and will enforce the provisions of its constitution regarding such unauthorized acts.

Section C. ARH agrees that so long as this Agreement is in effect there shall be no lockouts, however, the closing down of a facility or any part thereof or the curtailing of any operation for business reasons shall not be construed to be a lockout.

ARTICLE 37

SUBCONTRACTING

The parties of this Agreement have existing rights and obligations with respect to various types of contracting out.

ARH has stated that insofar as practicable, Service and Maintenance work performed in and around the ARH facilities shall be done by bargaining unit Employees. In addition, the following provisions protect either bargaining unit Employees or affirms existing management rights, whichever the case may be. As to those types of contracting out specified below:

A.

1. Service, and day-to-day maintenance and repair work within a facility as to which the practice has been to have such work performed by Employees in the bargaining unit shall not be contracted out for performance within the facility, unless otherwise mutually agreed pursuant to paragraph D.

2. If service and day-to-day maintenance and repair work has, in the past, been performed within a facility under some circumstances by Employees within the bargaining unit and under some circumstances by Employees of contractors, or both, such contracting out shall be permissible under circumstances similar to those under which contracting out has been a practice, unless otherwise mutually agreed pursuant to paragraph D.

3. Service and day-to-day maintenance and repair work within a facility as to which the practice has been to have such work performed by employees of contractors may continue to be contracted out, unless otherwise mutually agreed pursuant to paragraph D.

B. Maintenance and repair work performed within the facility other than described in paragraph A, and installation, replacement, and reconstruction of equipment and facilities, other than that described in paragraph C may not be contracted out for performance within a facility unless contracting out under the circumstances existing as of the time the decision to contract out was made can be demonstrated by ARH to have been the more reasonable course than doing the work with bargaining unit employees, taking into consideration the significant factors which are, including the hiring of additional personnel, relevant. Whether the decision was made at the particular time to avoid the obligations of this paragraph may be a relevant factor for consideration.

C. New construction, including major installations, major replacement and major reconstruction of equipment and facilities at any facility may be contracted out subject to any rights and obligations of the parties which, as of the beginning of the period specified above, are applicable at that hospital. New construction including major installation, major replacement and major reconstruction of equipment and facilities at any hospital may be contracted out if required by the terms or conditions of any governmental grant or grant-in-aid or any regulations pertaining thereto without regard to the provisions of this Article.

D.

1. A regularly constituted committee consisting of not more than six (6) persons, half of whom shall be members of the bargaining unit and designated by the Union in writing to ARH management and the other half designated in writing to the Union by ARH management, shall attempt to resolve problems in connection with the operation, application, and administration of the foregoing provisions.

2. In addition to the requirements of paragraph E below, such Committee may discuss any other current problems with respect to contracting out brought to the attention of the Committee.

3. Any significant item of work, which comes within the scope of this Article, will be discussed with the local union president and committee prior to notification of the Union Committee in Section E. The local president and committee will make a formal recommendation to the Union Members of ARH and Union Committee.

E. Before ARH finally decides to contract out a significant item of work, which comes within the scope of this Article, the Union Committee members will be notified. Such notice will be given in advance of the final decision to contract out the work except where emergency requirements prevent such timely notice. Such notice shall be in writing and shall be sufficient to advise the Union members of the Committee of the location, type, scope, duration and timetable of the work to be performed so that the Union members of the Committee can adequately form an opinion as to the reasons for such contracting out. Should the Union Committee members believe discussion to be necessary, they shall request a meeting with ARH members in writing within three (3) days (excluding Saturdays, Sundays, and Holidays) after receipt of such notice and such a meeting shall be held within five (5) days (excluding Saturdays, Sundays, and Holidays) thereafter. The Union members of the Committee may include in the meeting the Union representative from the individual facility in which the problem arises. At such meeting, the parties will review in detail the plans for the work to be performed and the reasons for contracting out such work. ARH members of the Committee shall give full consideration to any comments or suggestions by the Union members of the Committee and to any alternate plans proposed by the Union members of the performance of the work by bargaining unit personnel. Except in emergency situation such discussions, if requested, shall take place before any final decision is made as to whether or not such work will be contracted out. Should the Committee resolve the matter, such resolution shall be final and binding. Should a discussion be held and the matter not resolved or in the event a discussion is not held, then, within thirty (30) days from the date of ARH's notice, a grievance relating to such matter may be filed at Step 4 of the grievance and arbitration procedure. Should ARH fail to give notice as provided above, then not later than thirty (30) days from the date of the commencement of the work a grievance relating to such matters may be filed at Step 4 of the grievance and arbitration procedure.

ARTICLE 38

SUBSTANCE ABUSE TESTING

Section A. Any Employee suspected of intoxication or abuse of controlled substances, or following an on-the-job accident, shall voluntarily submit to a urinalysis and blood test upon the request of their Supervisor or designee. Failure to submit to said tests or a positive finding shall be grounds for summary discharge.

Section B. Any Employee who seeks assistance for a substance abuse problem before the employee is either (i) directed to submit to a urinalysis or blood test pursuant to this Article, or (ii) involved in an accident or incident or engages in conduct which would initiate a referral for a urinalysis or blood test pursuant to this Article, will be permitted necessary leave for the purpose of undergoing treatment in an approved program of alcoholism or drug abuse.

Section C. If an employee requests assistance for a substance abuse problem at the time the Employee is either (i) directed to submit to a urinalysis or blood test pursuant to this Article, or (ii) involved in an accident or incident or engages in conduct which would initiate a referral for a urinalysis or blood test pursuant to this Article, the Employee will be permitted on a one time basis under the provisions of a "last chance" settlement agreement (to include provisions for random alcohol and drug testing) necessary leave for the purpose of undergoing treatment in an approved program of alcoholism or drug abuse, unless the Employee has previously sought assistance under Section B above, or commits some other act deserving summary discharge. In the event the Employee requests assistance under this Section C, the Employee waives the opportunity, and ARH is under no obligation to permit the Employee to submit to a urinalysis or blood test.

ARTICLE 39

CIVIL RIGHTS

Section A. There shall be established at each hospital a Joint Civil Rights Committee consisting of two members of Management and two members of the Union.

Section B. The Committee will meet upon the request of either party to investigate Civil Rights Complaints arising out of this agreement and make recommendations to resolve such complaints.

Section C. Civil Rights Complaints which are not resolved by the Committee may be processed through the Grievance Procedure. Such grievance will be introduced at the Third Step of the grievance procedure.

Section D. Whenever possible, the Committee members will handle civil rights complaints on their own time.

ARTICLE 40

HEALTH AND SAFETY

Section A. Two bargaining unit employees, selected by the local union president, shall be appointed to the multidisciplinary Health and Safety Committee as established in each community. Any member of the Health and Safety Committee may request items to be included on the agenda.

Section B. ARH Employees are encouraged and expected to report health and safety issues and concerns through established processes, which include electronic notification. Items of an

emergent nature shall be brought to the attention of the CCRAO or designee who shall determine the appropriate action needed including whether to call a special meeting of the committee.

Section C. The union and ARH will cooperate in the objective of eliminating health and safety hazard. ARH will maintain a program of infectious and communicable disease control. All recommendations from the Health and Safety Committee will be communicated to the appropriate department, unit or facility manager for review and action as determined appropriate.

Section D. ARH will make reasonable provisions for the health and safety of its Employees during the hours of their employment. ARH, the union, and the Employees recognize their obligations and/or rights under existing federal and state laws with respect to safety and health matters.

Section E. ARH will provide appropriate health and safety information to Employees to meet its obligations and achieve the Employees' "right to know" how to protect themselves and others from occupational hazards. Such information includes but is not limited to training in the proper use of equipment and safe work practices.

Section F. All ARH Employees are expected to comply with the rules and regulations of the hospital to properly protect them from illness or injury.

Section G. ARH shall provide appropriate first aid for all Employees during their working hours.

Section H. Any complaint, disagreement or dispute related to health and safety is subject to the grievance and arbitration procedure. Such grievances may be filed at Step 3.

Section I. ARH recognizes Employees' rights with regard to health and safety and will not tolerate reprisals or inappropriate employment actions associated with the legitimate exercise of such rights.

ARTICLE 41

LOCAL AGREEMENTS

Section A. From and after the date of execution hereof, and at least within thirty (30) days, the parties shall, in good faith, reduce to writing local agreements pertaining to local practices and customs regarding scheduling and temporary vacancies and transfers. In the event the parties are unable, after a good faith effort and after the passage of ninety (90) days after the execution of this Agreement to so reduce to writing the local practices and customs as aforesaid the disputes between the parties shall be submitted to the Staff Representative and the Vice President of Human Resources or designee. If the disputes cannot be settled at that level, they will be submitted for mediation through the Federal Mediation and Conciliation Service. In no event will there be any work stoppage, strike, slowdown, sit-down, boycott or lockout as a result of any disagreement between the parties pursuant to this Article.

Section B. No local agreement entered into pursuant to this Article shall add to, subtract from, modify, amend, or violate any term, condition, or provision of this Agreement.

Section C. The local agreements contemplated by this Article shall be entered into between the local unions and the individual facilities.

ARTICLE 42

MANAGEMENT RIGHTS

Section A. Management of ARH includes the rights among others of hiring, discharging, and directing the working force, and of establishing reasonable policies in connection therewith, and all management rights are vested exclusively in ARH and shall not be abridged by the Union. However, these prerogatives shall not be used to discriminate against any member of the Union and any policy shall not abridge any term, provisions or condition of this contract.

Section B. The Union, on behalf of the Employees it represents, agrees to cooperate with ARH to attain and maintain full efficiency and maximum patient care and ARH agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.

ARTICLE 43

NOTICE

Except as otherwise provided herein, any notice to be given under this Agreement shall be given by registered mail, be completed by and at the time of mailing, and if by ARH be addressed to the United Steelworkers, 5 Gateway Center, Pittsburgh, Pennsylvania 15222 and if by the Union, to ARH at 100 Airport Gardens Road, Hazard, Kentucky 41701. Either party may, by like written notice, change the address to which registered mail notice shall be given.

ARTICLE 44

SCOPE OF AGREEMENT

Section A. This Agreement shall cover the entire understanding between the parties hereto.

Section B. Any and all matters, which may have been considered during negotiations, but are not a part of this Agreement, shall not be the subject of further demand or consideration during the life of this Agreement or any renewal thereof.

Section C. Wherever in this Agreement the word "his" is used, it shall also be held to apply to "her" when applicable.

Section D. No policy established by ARH in connection with the exercise of its management rights shall abridge any terms, provisions or conditions of this Agreement insofar as this Agreement regulates rates of pay, hours of work and conditions of employment.

ARTICLE 45

SEVERABILITY

Should any Article of this Agreement or any Section or Provision hereof violate any applicable law, such Article or Section or Provision hereof shall be inoperative to the extent that it is at variance with such law. All other Articles or Sections or Provisions of the Agreement shall not be affected and shall remain in full force and effect. The parties shall meet forthwith to renegotiate any such inoperative Article or Section or provision hereof to comply with the law.

ARTICLE 46

DURATION

This Agreement shall terminate at the expiration of ninety (90) days after either party shall give written notice of termination to the other party, but in any event shall not be terminated earlier than midnight, **March 31, 2030**. If either party gives such notice, the parties shall meet within thirty (30) days thereafter to negotiate.

The parties agree to meet between thirty (30) and (90) days prior to March 31, 2028, for the sole purpose of negotiating wages, including wage rates, salary schedules, and related compensation terms. No other provisions of this Agreement shall be subject to renegotiation at that time. If an agreement has not been reached by March 31st, the parties shall retain the services of a federal mediator as an objective third party to assist in further good faith negotiations. The Parties agree if they are unable to reach an agreement after such bargaining sessions Article 36: No Strike - No Lockout of this Agreement will be waived for purposes of this reopener.

ARTICLE 47

PART TIME EMPLOYEES

Section A. The term "regularly employed part-time Employee" refers to persons who regularly work a number of hours and days a week, which are less than **thirty (30) hours per** work week. Such persons shall be considered as regular, part-time Employees and shall customarily work on a regular part-time scheduled basis. All such Employees shall enjoy proportionate holiday, vacation/PTO and sick leave benefits based upon the actual number of straight time hours worked per pay period.

Section B. Part-time employees shall be eligible for all benefits as defined in Article 18 of this Agreement.

Section C. Experience gained by part-time Employees in their part-time positions cannot be used to qualify them for posted job vacancies over full-time bidders for the position.

Section D. The company shall furnish, the union at the end of each payroll quarter, a list of all Steelworkers currently working in part-time jobs and the percentage that each Steelworker actually worked.

ARTICLE 48

WORKPLACE CHANGE

Section A. The parties recognize and acknowledge that changes in the workplace are accelerating, particularly as new technologies are introduced.

“Workplace change”, as used in this Article shall be interpreted to include major changes in technology or workplace restructuring that has a significant impact on wages, hours or other conditions of work for groups of Employees.

Section B. The parties acknowledge that significant workplace change will occur and that such change will impact Employees. ARH will keep the local union leadership informed about such changes and encourage Employees to educate themselves regarding technology and process improvements that could improve performance and outcomes. Such notification shall include multi-media communications as well as face-to-face dialogue prior to an anticipated significant impact. Information provided will include a summary description of the change project including its intended purpose, timeline, impact on existing operations and processes.

Section C. ARH will continue to support and encourage Employee engagement in change initiatives, to accomplish this end, ARH will include the local union leadership early in the process of considering workplace changes. The Employees and the Union will work with ARH to facilitate changes that impact ARH’s ability to continuously improve quality, service, safety, and ARH’s viability and sustainability.

Section D. ARH will continue to reward and recognize Employees who distinguish themselves and contribute to workplace safety, customer service and satisfaction, quality and financial objectives.

Section E. The parties to this agreement acknowledge their duty to bargain over the impact of workplace changes to Employees. and have long had established contractual terms dealing with Employee protection in such matters. Nothing in this Article diminishes the rights of either party under the NLRA.

Status of anticipated change initiatives will be provided in conjunction with the annual meeting of the parties, with updates to be provided during monthly/biweekly labor management meetings and other forms of notification to the local union leadership.

Section F. The parties acknowledge that ARH trains and will continue training Employees in the use of new technology and work processes and gives each Employee an opportunity to learn and grow. The parties have established contractual remedies for Employees who are unable to adapt to new technologies or work processes or who are displaced by change initiatives.

ARTICLE 49

LABOR MANAGEMENT COMMITTEES

Section A. A joint Labor Management Committee shall be established in each community in accordance with this Article for the purpose of maintaining communications to cooperatively discuss issues of mutual concern and to promote a climate of positive Employee/employer relations. The parties are committed to resolving issues brought before the Committee, and understand it is not the intent of this Committee to negotiate contract language or negotiate contracts.

Section B. The Committee shall meet at times and dates mutually agreed to by the local parties, but the parties will meet at least once monthly. The parties will exchange an agenda of appropriate items for the meeting at least one (1) week prior to the Committee meeting. Meetings may be held more frequently through mutual agreement of the parties. The Committee shall consist of an equal number of management representatives appointed by ARH and an equal number of bargaining unit representatives, including the Local Union President or designee, and other bargaining unit Employees appointed by the Local Union President. Representatives of this Committee may therefore upon mutual agreement create subcommittees to further address appropriate workplace issues.

Section C. Proper subjects for discussion may include but are not limited to ARH mission and values, recruitment and retention, health and safety issues, efficient work practices, quality issues, staffing, productivity and scheduling. However, nothing determined or resolved in this Committee shall add to, subtract from, modify, amend, or violate any term, condition, or provision of this Agreement.

Section D. Active Employees on this Committee shall be compensated at their regular rate of pay for actual time spent in Committee meetings.

APPENDIX A

Title	4/1/2025	4/1/2026	4/1/2027
Activities Worker	17.00	17.34	17.51
Admissions Clerk	15.00	15.30	15.45
Business Office Clerk	15.00	15.30	15.45
Cardiovascular Radiographic Interpreter	15.50	15.81	15.97
Carpenter	19.00	19.38	19.57
Certified OR Tech	24.00	24.48	24.72
Certified Respiratory Tech (CRT)	26.00	26.52	26.79
Clerk Typist	15.00	15.30	15.45
Clinic Clerk	15.00	15.30	15.45
Clinic Respiratory Tech	26.50	27.03	27.30
Clinical Lab. Technologist	18.00	18.36	18.54
Cook	16.00	16.32	16.48
Courier	15.00	15.30	15.45
CSS Worker	17.00	17.34	17.51
Diagnostic X-Ray Tech	27.00	27.54	27.82
Diagnostic X-Ray Tech Performing 1 or More Modalities (Non-Registered)	29.00	29.58	29.88
Dishwasher	15.00	15.30	15.45
EKG- EEG Technician	15.00	15.30	15.45
Electrician	19.00	19.38	19.57
Electronic Technician	17.27	17.61	17.79
Elevator Mechanic	19.00	19.38	19.57

Environmental Service Aide	15.00	15.30	15.45
Expeditor	15.00	15.30	15.45
Histology Technician	18.00	18.36	18.54
HME Technician	16.30	16.62	16.79
Hospital Billing Specialist	17.00	17.34	17.51
Hospital Clerk	15.00	15.30	15.45
Inventory Cost Clerk	15.00	15.30	15.45
Kitchen & Cafeteria Helper	15.00	15.30	15.45
Laboratory Assistant	15.00	15.30	15.45
Laboratory Technician	16.50	16.83	17.00
Laundry Helper	15.00	15.30	15.45
Licensed Journeyman Electrician	23.00	23.46	23.69
Licensed Journeyman Plumber	23.00	23.46	23.69
LPN	23.00	23.46	23.69
LPN Clinic	23.00	23.46	23.69
Master Electrician	29.00	29.58	29.88
Master Plumber	29.00	29.58	29.88
Medical Assistant	18.00	18.36	18.54
Medical Lab Technician	24.00	24.48	24.72
Medical Records Clerk	15.00	15.30	15.45
Monitor Technician	15.00	15.30	15.45
Non-Certified OR Tech	22.00	22.44	22.66
Non-Certified Rad Tech (Pending Certification)			

	22.00	22.44	22.66
Non-Registered Radiological Technologist Cath Lab	31.00	31.62	31.94
Nursing Aide	16.00	16.32	16.48
Nursing Aide- Home Health	16.00	16.32	16.48
Nursing Service Clerk	15.00	15.30	15.45
Office Service Clerk	15.00	15.30	15.45
Operating Room Aide	15.00	15.30	15.45
Operating Room Scheduler	16.62	16.95	17.12
Operating Room Technician	16.50	16.83	17.00
Painter	19.00	19.38	19.57
Patient Records Coordinator	16.00	16.32	16.48
Personal Care Assistant	11.00	11.22	11.33
Pharmacy Attendant	16.00	16.32	16.48
Pharmacy Technician	20.00	20.40	20.60
Pharmacy Technician Advanced	23.00	23.46	23.69
Pharmacy Technician Specialist	21.00	21.42	21.63
Pharmacy Technician Trainee	18.00	18.36	18.54
Physical Therapy Worker	15.00	15.30	15.45
Physical Therapy Worker II	17.00	17.34	17.51
Plant Maintenance Mechanic	17.00	17.34	17.51
Plant Maintenance Repairman	16.00	16.32	16.48
Plant Operating Engineer	19.00	19.38	19.57
Plumber	19.00	19.38	19.57

Polysomnographer	25.00	25.50	25.76
Print Shop Compositor	16.00	16.32	16.48
Print Shop Worker	16.00	16.32	16.48
Psychiatric Aide	15.00	15.30	15.45
Purchasing Control Clerk	15.59	15.90	16.06
Radiologic Technologist	16.63	16.96	17.13
Radiology Worker	16.00	16.32	16.48
Receptionist Telephone Operator	15.00	15.30	15.45
Refrigeration Mechanic	27.00	27.54	27.82
Registered CT Tech	32.00	32.64	32.97
Registered Echo Tech	32.00	32.64	32.97
Registered Mammography Tech	32.00	32.64	32.97
Registered MRI Tech	32.00	32.64	32.97
Registered Nuclear Med Tech	35.00	35.70	36.06
Registered Radiological Technologist Cath Lab	33.00	33.66	34.00
Registered Respiratory Tech (RRT)	28.00	28.56	28.85
Registered Ultrasound Tech	32.00	32.64	32.97
Respiratory Therapy Tech	17.00	17.34	17.51
Senior Care Unit Clerk - Union	15.59	15.90	16.06
Shuttle Bus Driver	16.30	16.62	16.79
Stores Clerk	15.00	15.30	15.45
Truck Driver	15.00	15.30	15.45
Truck Driver- Home Health			

	15.00	15.30	15.45
Truck Driver I	15.65	15.96	16.12
Truck Driver II	15.93	16.25	16.41
Truck Driver III	22.66	23.12	23.35
Washer	15.00	15.30	15.45

APPENDIX C

SEE GRIEVANCE FORM

APPENDIX D

PERMANENT PANEL OF ARBITRATORS

APPALACHIAN REGIONAL HEALTHCARE, INC., and UNITED STEELWORKERS-USW-AFL-CIO-CLC, agrees that the hereinafter named persons in the order designated shall constitute the Permanent Panel of Arbitrators as provided for in the Collective Bargaining Agreement between the parties dated **April 1, 2025**:

- 1. TBD**
2. Heekin, William
3. Michael LeRoy
- 4. TBD**
5. Michael Paolucci
6. John A. Remington
7. Colman Lalka
- 8. TBD**
9. Mark I. Lurie

APPENDIX E

MEMORANDUM OF UNDERSTANDING EDUCATIONAL REQUIREMENTS FOR ALL POSITIONS

ARH has established the educational requirements for all positions at a high school diploma or GED equivalent or such higher educational requirements as may be necessary or required for the particular position.

ARH recognizes that many persons presently employed have not had the opportunity to graduate from high school or the opportunity to obtain a GED equivalent, but through work experience may be qualified to perform higher rated jobs. ARH agrees that all Employees who were employed before February 4, 1975, shall not be considered as not meeting the educational requirements if they do not have a high school diploma or GED equivalent, unless otherwise required because of the nature of the job, such as, Licensed Practical Nurses, Certified Laboratory Assistants, Radiological Technologists, etc. It is understood that these Employees must meet all the other requirements specified for a particular job classification such as experience, skills, training, work traits, dexterity, certification or licensure as required by state and federal laws, etc.

If ARH desires to hire Employees in the job classifications of, screening ambassador, personal care assistant, dishwasher, janitor, kitchen and cafeteria helper, maid, nursing aide, laundry helper, and plant maintenance repairman who do not have a high school diploma or GED equivalent, such Employees will not be permitted to advance to a job requiring above educational requirements until they obtain them on their own.

The sentence in each job description, "Performs other related duties as assigned." means other related duties within the scope of the job classification that may not specifically be enumerated in the job description.

ARH will change the wording of this sentence as new job descriptions are required or other additional copies are distributed to "Performs other related duties within the scope of the job classification as assigned."

APPENDIX E.1

ADDENDUM TO APPENDIX E

The position description language will return to "Performs other related duties as assigned" to assure the continued application of the intent and validate the well established past practice relative to the Company's direction of the workforce through assignment of related duties and/or through temporary transfers.

APPENDIX G

EXCLUDED PERSONNEL DANIEL BOONE CLINIC

Daniel Boone Clinic employees will not do bargaining unit work in the hospital.

APPENDIX H

MEMORANDUM OF UNDERSTANDING "DEFINITION OF EMERGENCY"

"Emergency" situations, as contained in the maintenance job descriptions, relate to such occurrences as staff shortages, refusal of overtime, provided that all rules of overtime and call-in have been adhered to, or life threatening situations in which undue delay may threaten the well being of a patient.

APPENDIX J

EMPLOYEE DISCIPLINARY NOTICE

No changes

APPENDIX K

SEVERE ILLNESS/CATASTROPHIC ACCIDENT MEMO

The ARH Vice President of Human Resources (or designee) will review the case of any employee subject to layoff who becomes severely ill or involved in a catastrophic accident after the layoff is announced and before it begins. The Vice President of Human Resources (or designee) will determine whether the employee scheduled for layoff should be removed from the layoff list and have benefits continued until such time as the employee is released by a physician to return to work or fails to provide proof of continued disability every two weeks. ARH will continue to provide at its own cost and expense the ARH Health Care Plan coverage for said employee for a period of three (3) calendar months from the effective date of the layoff notification.

APPENDIX L

MEALS AND MEAL DISCOUNT

Employees that are requested to work overtime four (4) hours or more in addition to their regularly scheduled shift, and the employee works such overtime, said employee will receive a free meal from the hospitals cafeteria during the cafeteria's normal hours of operation on the day the overtime was worked.

Employees that work on Easter, Thanksgiving, or Christmas will receive a free meal from the hospitals cafeteria during the cafeteria's normal hours of operation on the day the holiday was worked.

If the hospital's cafeteria is closed during their regularly scheduled meal period and the employee meets the criteria described above to be entitled to a free meal, then the employee shall receive a voucher at the end of their shift for said free meal. The manager must certify the voucher and the voucher shall expire after fifteen (15) calendar days from the date of issuance. It being understood that if the employee loses or otherwise does not utilize the entitlement before expiration, then said voucher would not be banked, transferable, or replaced and the entitlement considered forfeited.

APPENDIX N

ABSENTEEISM CONTROL PROGRAM

Employees who are excessively absent over an extended period of time will be subject to progressive discipline up to and including discharge.

Partial days absence will be counted as actual time missed and the cumulative total will be applied toward the absenteeism control program. Absenteeism will be addressed in the Employee's annual evaluation.

Employees tardy for beginning of shift less than fifteen (15) minutes shall be excluded from the application of this provision and subject to ARH policies and procedures.

Absences:

An absence is defined as:

1. Any occasion during which an Employee is scheduled to work and does not arrive at the worksite during the scheduled shift.
2. Misses more than fifty percent (50%) of an assigned or scheduled work shift.
3. Arrives for a scheduled shift in such condition as to be deemed unfit for duty resulting in the Employee being advised he/she will not be allowed to work.

All non-scheduled absences will be counted against an Employee's attendance record with the exception of bereavement leave, low census days, organization – declared weather emergencies, injury or illness resulting in workers compensation benefits, or absences eligible for family and medical leave, military duty, jury duty. In addition, no Employee will be subject to discipline under this program as a result of surgeries, heart attack, stroke, pregnancy; fractures or cancer treatment (either of which prevents an Employee from performing his or her job duties); hospitalization and the days absent contiguous to and directly related to hospitalization; and hours absent from work, which are the result of an Employee being sent to an ARH Emergency Room by Management, and subsequently being sent home by an ARH physician, or the result of being sent home due to a communicable disease as determined by the Infection Control Professional.

It is the Employees responsibility to inform their Manager, or designee, of his/her absence and reason for the absence in a timely manner. The Employee must report by personal phone call at least two (2) hours before scheduled shift. Unless otherwise directed, Employees are required to provide notification each day they are absent from work.

Consecutive absences in excess of one day will be counted as one occurrence if the Employee provides appropriate notice of absence. Absences of three or more consecutive days shall require a medical excuse prior to return to duty.

Measurement is a rolling 12-month period which begins with the first absence of the year. Management has the discretion to identify patterns, habitual or excessive absences.

1. Five (5) occurrences within a rolling twelve-month period shall result in a Verbal Warning in an attempt to correct the problem.
2. Six (6) occurrences within a rolling twelve-month period shall result in a Written Warning.
3. Eight (8) occurrences within a rolling twelve-month period shall result in a Final Written Warning indicating that the next occurrence in a six (6) month period shall result in termination.

APPENDIX O

PENSION BENEFIT ESTIMATED MONTHLY MAXIMUM

Single Life Annuity with 24 Guaranteed Payments

Employees are paid for their lifetime. The option guarantees that at least 24 payments will be made to survivor. If Employee dies after receiving 24 payments, all payments stop. If Employee dies before receiving 24 payments, a beneficiary is paid the difference between the number of payments received by the employee and 24.

Based on the maximum for this contract period of \$25 per month per credited years of service:

YEARS OF CREDITED SERVICE	AGE				
	55	58	60	62	65
5	\$ 62.50	\$ 75.00	\$ 83.33	\$100.00	\$125.00
10	125.00	150.00	166.75	200.00	250.00
15	187.50	225.00	250.13	300.00	375.00
18	225.00	270.00	300.15	360.00	450.00
20	250.00	300.00	333.50	400.00	500.00
22	275.00	330.00	366.85	440.00	550.00
25	312.50	375.00	416.88	500.00	625.00
28	350.00	420.00	466.90	560.00	700.00
30	375.00	450.00	500.25	600.00	750.00
35	437.50	525.00	583.36	700.00	875.00
40	500.00	600.00	667.00	800.00	1,000.00
45	562.50	675.00	750.38	900.00	1,125.00
50	625.00	750.00	833.75	1,000.00	1,250.00

APPENDIX P

APPALACHIAN REGIONAL HEALTHCARE UNITED STEELWORKERS - USW SUBSTANCE ABUSE TESTING PROCEDURES

I. UNIFORM TESTING PROCEDURES

A. Reasonable Suspicion Testing

In the event an employee exhibits an abnormal behavior and a supervisor has reasonable suspicion to believe that the employee is under the influence of a behavior altering substance or following post accident on the job, ARH may require the employee to go to ARH Laboratory or Emergency Room to provide both urine and blood specimens for laboratory testing. The initial testing expense will be paid by ARH. Supervisors and Local Union Presidents or designee must have received training in the signs of drug intoxication in a prescribed training program, which is endorsed by ARH. Reasonable suspicion means suspicion based on specific objective facts and reasonable inferences from those facts in the light of experience that clinical testing will provide evidence of substance abuse. The supervisor must submit a written report outlining the objective observations for the basis of reasonable suspicion within twenty four (24) hours.

The employee will sign a consent form authorizing Management to withdraw a specimen of blood, collect urine and release the results of the laboratory testing to Management, but shall not be required to waive any claim or cause of action under the law.

A refusal to provide either specimen will constitute a presumption of being under the influence and the employee will be subject to discharge.

In the event of a positive test result on initial testing, no action shall be taken unless a confirmation test (as specified below) confirms a positive finding. At that time the employee will be placed on indefinite suspension (as specified below).

B. Chain of Possession Procedures

At the time the specimens are collected, the employee shall be given a copy of the specimen collection procedures. The specimens must be immediately sealed, labeled and initialed by the employee to ensure that the specimens tested by the laboratory are those of the employee. The required procedure is as follows:

1. Blood Specimens.

Immediately after the specimens are drawn, the individual test tubes shall, in the presence of the employee, be sealed, and labeled. The employee has an obligation to sign the lab request slip acknowledging that the specimens have been sealed and labeled in his or her presence. The

specimens shall be placed in the transportation container after being drawn. The container shall be sealed in the employee's presence. The container shall be sent to an accredited laboratory as soon as possible by courier.

2. Urine Specimens.

At least sixty (60) ml of specimens shall be collected in total and placed in two (2) urine collection containers. They shall be sealed, labeled, initialed and processed. The specimens must be immediately sealed in a transportation container, and sent to an accredited laboratory as soon as possible by courier.

In this urine collection procedure, urine shall be obtained directly in a wide-mouthed "clinic" specimen container, which shall remain in full view of the employee until transferred to the two- (2) tamper-resistant urine bottles in the kit. At the employee's request, he or she may void directly into the two- (2) tamper-resistant urine bottles in the kit.

It is recognized that the Employer has the right to request the personnel administering a urine collection to take such steps as checking the color and temperature of the urine specimen to detect tampering or substitution, providing that the employee's right of privacy is guaranteed, and in no circumstances may observation take place while the employee is producing the urine specimens. If it is established that the employee's specimen has been intentionally tampered with or substituted by the employee, the employee will be subject to discharge. In order to deter adulteration of the urine specimen during the collection process, physiologic determinations may be performed by the laboratory at the collection or testing facility.

The parties recognize that the key to chain of possession integrity is the immediate labeling and initialing of the specimen in the presence of the tested employee. If each container is received at the laboratory in an undamaged condition with properly sealed, labeled and initialed specimens, as certified by that laboratory, the Employer may take disciplinary action based upon properly obtained laboratory results.

3. Drug Testing Kits

(a) Blood Sample Kits

The content of the blood sample kits shall be as follows:

- (1) Security seals for sealing and initialing each collection container: and nylon reinforced shipping seals or sealing flaps for securing the exterior of the blood kit.
- (2) Non-alcohol antiseptic swab (providone-iodine 10%).
- (3) Two (2) sterile evacuated blood collection tubes.

(4) Instructions for specimen collection and subject consent form, and chain of possession form.

The chain of possession form in the specimen collection kit shall be completed by the hospital/clinic personnel during specimen collection and returned to the kit with the blood specimens before sealing the entire kit. The exterior of the collection kit must then be secured.

(b) Urine Sample Kits

The contents of the urine collection kit shall be as follows:

(1) Two (2) screw-capped self-sealing tamper-resistant urine collection bottles.

(2) Security seals for sealing and initialing the urine bottles.

(3) Instructions for urine collection.

(4) Chain of possession form, with space for listing "current" medication(s) - including prescription and non-prescription (e.g., "over-the-counter") medications.

(5) A self-adhesive mailing label and a separate set of nylon-reinforced shipping seals for re-sealing the transportation container for use in the event that the second (2nd) part of the urine sample is to be shipped to a different laboratory.

The chain of possession form in the urine collection kit shall be completed by the laboratory or ER personnel and returned to the kit before sealing the entire kit. The exterior of the urine collection kit shall then be secured.

C. Laboratory Requirements

1. Urine Testing

In testing urine samples, the testing laboratory shall test specifically for those drugs and classes of drugs listed in Part (D), employing the test methodologies and cutoff levels specified in Part (D).

2. Specimen Retention

All specimens deemed "positive" by the laboratory, according to the prescribed guidelines, must be retained, for identification purposes, at the laboratory for a period of six (6) months.

3. Split Sample Procedure

There will be an optional split sample procedure available to employees. When a test kit is received by a laboratory, one (1) sealed urine specimen bottle shall be removed immediately for testing. The remaining sealed bottle shall be immediately placed in secure refrigerated storage.

The employee will be given two (2) containers for the urine specimen. The two (2) containers must be filled with no less than sixty (60) ml of urine in total and then forwarded to an accredited laboratory for testing. If the laboratory tests the specimen as positive pursuant to the testing methodology, upon request of the employee within twenty-four (24) hours, the second (2nd) urine specimen will be forwarded by the laboratory to another independent and unrelated, approved laboratory for testing of the presence of the abused substance. If an employee chooses to have the second (2nd) sample analyzed, he/she shall at that time execute a special check-off authorization form to insure payment by the employee. If the second (2nd) laboratory report is negative, the employee will be reimbursed for the cost of the second (2nd) test. It is also understood that if an employee opts for the split sample procedure, contractual time limits on disciplinary action are waived.

4. Laboratory Accreditation

All laboratories used to perform urine testing pursuant to this Agreement will have to be accredited by a national professional accrediting association, such as the College of American Pathologists (CAP) or possess an interstate license.

D. Laboratory Testing Methodology

1. Urine Testing

The initial test screening shall be by immunoassay or thin-layer chromatography, which meets the requirements of the Food and Drug Administration for commercial distribution. The initial substance abuse screen consists of drugs listed in Appendix A. All specimens identified as positive on the screening test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques (with the exception of tricycline antidepressant testing which requires special techniques). GC/MS confirmation procedures to determine whether the test is negative or positive for various classes of drugs shall be those contained in the Scientific and Technical Guidelines for Federal Drug Testing Programs (subject to revision in accordance with subsequent amendments to the HHS Guidelines).

All specimens, which test negative on either the initial test or the GC/MS confirmation test, shall be reported only as negative. Only specimens which test positive on both the initial test and the GC/MS confirmation test shall be reported as positive. (Again, with the exception of tricycline antidepressant testing which requires special techniques).

In reporting a positive test result, the laboratory shall state the specific substance(s) for which the test is positive and shall provide the quantitative or semi-quantitative results. All positive

test results must be reviewed by the certifying scientist or laboratory director and certified as accurate.

2. Blood Testing

In testing blood specimens, the testing laboratory will analyze blood/serum by using thin layer chromatography, gas chromatography, enzymatic methods, EMIT methods or gas chromatography/mass spectrometry as appropriate. A "positive" finding for cannabinoids will be reported under any of the following results obtained after testing blood specimens.

(a) The blood/serum contains at least two (2) and up to five (5) nanograms THC/ml and at least ten (10) nanograms THC metabolites/ml.

(b) The blood/serum contains at least five (5) or more nanograms THC/ml., regardless of the THC metabolite concentration.

(c) The blood/serum contains twenty (20) or more nanograms THC metabolites/ml., regardless of THC concentration.

If none of the above blood marijuana findings results are obtained, a "negative" finding shall be reported.

Where other drugs in blood are detected, the laboratory is to report a positive test based on a forensically acceptable positive quantum of proof. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate.

3. Prescription and Non-Prescription Medications.

The employee shall note, on a form furnished by the Employer, the use of any prescription or non-prescription medications before any test is given. The Employer may require the employee to provide evidence that a prescription medication has been lawfully prescribed by a physician at the time of testing and authorize ARH to contact that physician.

If an employee is taking a prescription or non-prescription medication in the appropriate prescribed manner and has noted such use, as provided above, he/she will not be disciplined under the provisions of this policy and procedure. Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.

Employees deemed unfit for duty as a result of taking a prescription or non-prescription medication in the appropriate manner will be relieved of duty. Employees will be tested to verify appropriate prescription or non-prescription use.

Employees testing positive for prescription drug use within prescribed levels will be permitted to return to work upon presenting evidence that a physician has altered the prescribed use of the

medication in such a manner as to render the employee fit for duty. Employees will be permitted to use available sick leave and days absent will not count against the employee in the Absenteeism Control Program.

II. DISCIPLINARY ACTION

A. Indefinite Suspension Based on Positive Test Results

In the event an employee tests positive for alcohol or drug use the employee will be placed on immediate, indefinite suspension.

1. Treatment

Pursuant to the terms of Article 38, an employee shall be permitted to take a leave of absence for the purposes of undergoing treatment in an approved program of alcoholism or drug abuse, provided the employee has not committed any act that would subject the employee to summary discharge. The employee would be permitted to utilize sick leave, temporary disability, vacation and earned holidays. Such leave of absence shall be granted on a one-time basis and shall be for a maximum of sixty (60) days, unless extended by mutual agreement. While on such leave, the employee shall not receive any additional benefits of the Collective Bargaining Agreement, except continued accrual of seniority and medical benefits. Any cost of rehabilitation over and above that covered by the negotiated medical insurance plan, must be borne by the employee.

2. Reinstatement

An employee that successfully completes the initial detoxification phase (three [3] to four [4] weeks) of an alcohol and/or drug rehabilitation program and agrees to participate in regular counseling and/or treatment sessions thereafter, will be granted reinstatement on a one-time basis under the provisions of a "last chance" settlement agreement to include provisions for random alcohol and drug testing.

B. Discharge

1. An employee will be subject to discharge upon testing positive for alcohol or drug use.
2. An employee will be subject to discharge upon testing positive for alcohol or drug use while under the provision of a "last chance" settlement agreement.
3. An employee will be subject to discharge for refusal to participate in alcohol and drug testing when reasonable suspicion of alcohol or drug use has been advanced.

III. EMPLOYEE RIGHT TO CHALLENGE LABORATORY RESULTS

Any employee testing positive for alcohol or drug use will be afforded the opportunity to challenge the test results by requesting that the second (2nd) specimen sample collected at the time of the first (1st) specimen and kept in refrigerated storage be sent to an independent and unrelated approved laboratory that meets the standards stated earlier.

The employee's right to challenge the laboratory results must be exercised within the first five (5) days after notification of the indefinite suspension for a positive finding of substance abuse.

While an employee is pending test results the employee may request the use of accrued sick time, vacation and/or holiday. Should the confirmatory testing prove negative, the employee will be immediately reinstated and made whole.

Should the confirmatory testing prove positive, the employee will be held liable for the expense of the confirmatory testing and subject to appropriate disciplinary action.

ADDENDUM TO APPENDIX P

I. Analgesics:

II. Hypnotics/Sedatives/Anticonvulsants:

III. Stimulants:

IV. Opium Alkaloids/Narcotics:

V. Tranquilizers:

VI. Tricycline Antidepressant

VII. Miscellaneous:

VIII. Volatile Compounds:

APPENDIX Q

EXCLUDED PERSONNEL MEMO

APPENDIX R

INCENTIVE PAY FOR MEDICAL RECORDS TRANSCRIPTIONISTS

1. 80- 89 minutes - Job Grade 9
2. 90- 99 minutes - Job Grade 11
3. 100-109 minutes - Job Grade 13
4. 110-119 minutes - Job Grade 15
5. 120-129 minutes - Job Grade 17
6. 130-139 minutes - Job Grade 19

Medical Transcriptionist will be upgraded, on the basis of their performance, on a daily basis.

APPENDIX S

MEMORANDUM OF UNDERSTANDING MEDIATION

The parties understand and acknowledge mediation as an effective tool for conflict resolution. In the event unresolved issues are raised by the parties either in local labor management discussion or through grievances, the International Representative and ARH Director, Employee & Labor Relations can agree to refer the matter for mediation. This in no way would abrogate the grievance process currently in effect between the parties.