



## Tentative Agreement Highlights

### Between ESC Local 20 and HCA - Regional Medical Center & Good Samaritan

**Term of Agreement: Contract Ratification to July 1, 2025**

	Wage Increases effective after ratification of contract - no retro
Year One	6.75% Increase in Wages Across the Board (ATB)
Year Two	5.25% Increase in Wages Across the Board (ATB)
Year Three	5.0% Increase in Wages Across the Board (ATB)

Wage Differentials	
PM Shift	\$5.00 / hour
Night Shift	\$9.00 / hour
Weekend Shift	\$4.00 / hour
“Charge” Duty Pay	\$4.00 / hour

#### **Article 5 - Books and Tuition**

\* **The Clinical Certification Reimbursement and Bonus program** will now be offered and available to ESC Local 20 members

#### **Article 8 - Classifications**

##### **\* Use of Traveler or Agency Personnel Employed by Affiliates**

The Hospital will not regularly schedule a Traveler or Agency worker who is an employee of any other HCA affiliates, in a no-relief capacity, for part-time or full-time work for more than one-hundred-and-twenty (120) days, unless the position being filled by the worker is posted or the Agency or Traveler worker is filling a position which is vacant due to a leave of absence. In development of the schedule, priority for scheduling will be given first to regular full- and part-time Employees, then to *per diem* Employees, and lastly to Travelers, provided such priority may not result in unnecessary overtime or premium pay (as between full-time, part-time, and *per diem* staff). Full- and part-time Employees seeking to schedule hours in excess of their status and *per diems* will have priority over Travelers only if such preference will not result in overtime, premium pay, or an inability to utilize the Traveler up to the Traveler's commitment.

##### **\* Reclassification**

An Employee working part-time who has worked, other than as designated relief for

another Employee or Employee absent due to a leave of absence, a regular schedule of at least thirty-two (32) hours per week for twelve (12) of the last fifteen (15) consecutive pay periods will be, upon written request, reclassified on a prospective basis to full-time status, effective the first pay period following receipt of the written request. Such request for reclassification must be received within thirty (30) days of the end of the last pay period considered in determining eligibility for reclassification.

**Article 10 - Education Leave** - Ed Leave can be taken now regardless of hours worked in a pay period. Live-online classes are now included in the language. Department mgmt should not unreasonably deny an Ed Leave Request. Ed Leave shall be paid in the next full pay period from submission.

### **Article 12 - Health Insurance**

\* **Maintenance of Health and Welfare Benefits** (no significant increase in cost / or cuts to benefits)

All covered Hospitals will continue to offer participation in an HMO Plan (currently with Aetna), and HCA PPO Plans (currently with a \$350 Deductible and a \$1000 Deductible, and the Essential Plan only available to certain PRN and temporary Employees)

*On deductibles Increased fifty dollars to \$350, and increased one hundred dollars to \$1000 respectively.*

*Depending on your healthcare plan and whether you're claiming single, plus 1 or family ... rates either slightly increased or decreased by \$6 to \$10 per pay period. Not a significant change. Refer to the detailed full tentative agreement language for rates ... compared to the previous contract.*

\* Employees can now participate in the HCA Employee Stock Purchase Plan

### **Article 19 - No Pyramiding**

\*Added language that states:

"In the event of a conflict as to which premium to apply for the same hours worked, the highest applicable premium will be used."

### **Article 21 - Overtime**

\* **Establishment of Staffing Committee** for the Union to bring up and resolve staffing concerns with HCA management. The staffing committee will be made of 4 people, 2 from the Union, 2 from HCA management. They will attempt to address/resolve staffing concerns. If resolutions are not reached by majority there is the ability to escalate to a Federal Mediator at the last step of the process if necessary.

### **Article 24 - Paid Time Off**

\* **Canceled Vacation Reimbursement** - if your pre-approved vacation is cancelled HCA will reimburse you for your non-refundable hotel and non-refundable airfare

\* **The start of Vacation Pre-Scheduling** for the next year is moved up by a month to September 30th and the department managers shall correspondingly post the schedules of vacation a month earlier on October 31st

\* Once vacations are approved employees will not be responsible for finding their own coverage for their vacation.

\* Holiday cancellations will be by rotational seniority, and a cancelled employee will be credited with having worked the holiday (for purposes of scheduling only, not pay).

\* If time permits, the Hospital will contact employees for call-back by rotational seniority, but the first employee to accept will be awarded the call-back.

### **Article 31 - Stand-By and Call Back**

Agreed to language that states:

"If time permits, the Hospital will contact Employees for call-back by rotational seniority, but the first Employee to accept will be awarded the call-back."

\* Call back for CLS not on standby are guaranteed pay of at least 4 hour straight time pay

\* An employee can agree to be shared for call between both hospitals

### **Previous Contractual Side Letters Continuation in Force**

\* Agreement on continuation of current side letters from previous contract

### **Appendices**

*Refer to full detailed Tentative Agreement Document for the changes for CLS, Radiology, and Respiratory*

### **Memorandum of Agreement on 12 Hour Shift (AWS - Alternate Work Schedules)**

Clarifies the law on overtime for 10 and 12 hour shifts

Clarifies that it is the hospital's "management right" to create/post/hire new positions at a 10 or 12 hour (AWS).

*Refer to full detailed Tentative Agreement for the full document*

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