

## ELECTION PROCEDURE AGREEMENT

The parties, California Nurses Association/National Nurses Organizing Committee (hereinafter "CNA/NNOC", the "Union" or the "Association") and Tenet Healthcare Corporation. (hereinafter "Tenet" or the "Employer"), and the acute care hospital facilities set forth in Exhibit 1 attached hereto enter into the following Election Procedure Agreement ("EPA") with regard to acute care hospitals, effective immediately. This Agreement shall apply to CNA/NNOC affiliates (this does not include any sister AFL-CIO Union), whose name shall substitute for CNA/NNOC upon the request of the Union, including but not limited to notices to RNs, ballots, et al. The applicable individual facility set forth in attached Exhibit 1 is referred to herein as "Employer" or "Facility."

### EPA Timetable

The parties agree that there shall be three stages covered by this Agreement:

1. Pre-Organizing Period for all Hospitals: This period covers the time period after the EPA is executed until the Union's files a Notice of Intent to Organize as defined below. The parties agree that in all hospitals covered by this agreement, supervisory or management personnel shall not discuss the Union or this agreement with RNs prior to the Notice of Intent to Organize. However, Tenet is free to discuss this EPA, and the Peace Accord and related issues, with senior management personnel.

2. Organizing Period: This period covers the time period after the Union files the Notice of Intent to Organize for an appropriate unit with Tenet, up to the date of the election. The Notice of Intent to Organize shall constitute the official notice from the Union of the initiation of the organizing campaign, and shall be delivered in writing or via email to the designated Tenet national representative. Any representation petition for an appropriate unit must be filed with the NLRB within 90 days after the Notice of Intent to Organize has been given. Any election held pursuant to such petition must be held within thirty (30) days from the date of the petition filing. No election shall take

place at an Exhibit 1 facility unless it complies with the time frames set forth in Exhibit 1 for such facility except for:

- a. consent election(s) under Paragraph 4 that are delayed by the NLRB through no fault of the Association; or
  - b. hospitals where a petition is filed by another union (at any time) seeking to represent RNs, in which case the Union may intervene and campaign as an alternative on the ballot; or
  - c. elections not run because another union has filed an NLRB petition thereby blocking any EPA election within the time frames set forth in Exhibit 1; or
  - d. elections re-scheduled due to Employer or Union violations of the Agreement; or
  - e. election(s) under Paragraph 4 that are delayed due to the intervention of another union.
3. Post--Election Period: If the Association is selected as the bargaining representative,

this time period covers the resolution of the first contract.

#### Consent Election

4.
  - a. The Employer will agree to an NLRB consent election in the following bargaining unit: all non-supervisory registered nurses. Pursuant to NLRB procedures, the Union must file a representation petition with the appropriate office of the NLRB. The Employer shall agree to a reasonable election date and time (non weekends) set by the Union that complies with the time limits specified in Exhibit 1. The Arbitrator shall be empowered to decide any disputes over the date or time of the election and he/she shall also comply with the time limits specified in Exhibit 1.
  - b. The NLRB will conduct the election and count the ballots. Any challenged ballots, challenges or objections to the election must be filed pursuant to Paragraph 10 of this Agreement, and all parties acknowledge and submit to the Arbitrator's exclusive

authority to rule on such objections and any determinative challenges and the parties waive their rights to have the NLRB resolve any objections or determinative challenges.

- c. If a majority of RNs casting valid ballots in any of these units votes to be represented by the Union, the Employer shall recognize the Union as the exclusive representative of the RNs in such units and shall enter into negotiations with the Union in a good faith effort to reach a collective bargaining agreement. Should the certified results of an election result in no CNA/NNOC recognition at the Facility, the Union shall not conduct an organizing campaign in that unit for the remainder of this Agreement. However, if another union files a bona fide NLRB election petition in that particular unit, the Union may intervene and campaign as an alternative on the ballot but in that event, this EPA will not apply, absent mutual agreement.

5. Nothing in this Agreement diminishes any access or other rights guaranteed to the Union or employees by the National Labor Relations Act or by a collective bargaining agreement. The parties agree that they will use this Agreement and where not otherwise modified, the guidelines of the National Labor Relations Act, to ensure that a fair and representative election occurs in an appropriate unit as defined above among properly eligible employees.

In the event, during the term of this Agreement, relevant amendments to the National Labor Relations Act or relevant amendments to State labor laws, affected by this Agreement, are enacted, the parties will meet in order to consider the effects of such relevant changes on the EPA.

### **Eligibility**

6. All Registered Nurses who are employed on a full-time, regular part-time or per diem basis in the petitioned for unit, who are on the active payroll as of the date immediately preceding the date of the filing of the consent agreement and who are still on the payroll at the time of voting shall be eligible to vote in the election except managers, supervisors, confidential employees, guards, physicians, residents, central business office employees (whether facility based or not) who are solely

engaged in qualifying or collection activities or are employed by another Tenet entity, such as Syndicated Office Systems or Patient Financial Services, employees of outside registries, traveling nurses, permanent charge nurses, and other agencies supplying labor to the Employer and already represented employees. (Per Diem eligibility shall be determined in accordance with standard NLRB rules).

The parties shall confer over the issue of which nurses employed in a "charge nurse" capacity are properly excluded. Permanent charge nurses will be excluded from all bargaining units. This exclusion does not encompass an individual (a) who only serves as charge nurse on a periodic or rotational basis and not each time she/he is on duty; or (b) who simply rotates or substitutes for a permanent charge nurse. If the parties are unable to agree on an exclusion of a particular charge nurse, the Arbitrator shall decide this issue.

The Employer agrees to stipulate to the inclusion of RNs who are rotational charge nurses regardless of the fact that they are or may be supervisors under the NLRB's *Oakwood* trilogy of decisions. The Employer expressly waives any right it may have to challenge the inclusion of such employees in the unit or the eligibility of such employees to vote both in pre- and post-election proceedings and to object to the Union's showing of interest or the results of the election on the basis of any action taken by such employees which would not be a basis for objection but for the fact that they were supervisors at the time of the action. The Employer expressly agrees to waive its right to 'test the certification' by refusing to bargain based on the inclusion in the unit of rotational charge nurses. If the parties are unable to agree on an exclusion of a particular charge nurse, the Arbitrator shall decide this issue.

### Lists

7.

- a. According to the timetable set forth in Exhibit 1, the Employer will provide the Association with an initial list of unit Registered Nurses for each Facility listed in

Exhibit 1 utilizing its good faith efforts to provide an accurate list. The Employer will provide the Association with such list both in writing and in an electronic format. The list shall contain the Registered Nurse's name, job title/department, hospital, and home address as provided by the Registered Nurse. Registered Nurse home telephone numbers will be provided to the Association unless the Registered Nurse opts out. At the same time, the Employer shall also provide the names of employees in each unit who the Employer believes are excluded from that unit such as managers, supervisors, or confidential employees, together with the job title/department and excluded category on which Employer relies.

- b. An update of the employee list, comprised of all new hires and terminations/quits, shall be provided to the Union within 48 hours of the Employer's receipt of the Union's Notice of Intent to Organize a bargaining unit at a Facility. This list shall include the same employee information and be in the same format as the initial list described above.
- c. Within 48 hours of the Union filing the NLRB election petition, the Employer shall provide the Union with a voter eligibility list for such unit both in writing and in an electronic format. The list shall contain the employee's name, job title/department, job classification, hospital, and home address as provided by employee. The parties shall immediately attempt to resolve any disagreements concerning the voter eligibility list. Any other remaining dispute regarding voter eligibility shall be resolved by voting, subject to challenged ballot. A final voter list (Excelsior) will be timely provided to the NLRB as required by law.

### Voting

8. RNs shall vote on work or non-work time. Neither the Employer nor the Union shall provide any financial inducements to vote. The voting shall take place at an appropriate location at the Facility, determined by mutual agreement or by Arbitrator, if necessary. The parties shall each be

entitled to an equal number of observers at the election site. The observers must be non-supervisory employees.

### **Ballot Counting**

9. The NLRB shall count the ballots immediately following the conclusion of voting. Both parties, including interested off-duty Registered Nurses, may attend the counting of the ballots. Upon the certification of the election results, the Employer agrees to recognize the Union as the collective bargaining agent on behalf of the Registered Nurses in any appropriate unit where the majority of Registered Nurses voting, have voted for Union representation.

### **Resolution of Challenged Ballots and Election Objections**

10. If challenged ballots are potentially determinative of the result in any election, an Arbitrator shall resolve challenges to the eligibility of voters. The Arbitrator shall have discretion to establish procedures for the resolution of such challenges, which may include submission of evidence by the Parties. In all cases, however, the Arbitrator shall resolve challenges within fourteen (14) days of the election. The Arbitrator's determinations under this Agreement shall be binding on both parties. The parties shall jointly share the costs of the services of the Arbitrator.

If a party wishes to file objections to the election based on allegations of significant violations of the Agreement, either party must file such objections in writing with the Arbitrator and the NLRB within five (5) business days of the election. Pursuant to Paragraph 20, the Arbitrator shall resolve these objections within 14 days of his/her receipt of them. In the case of the filing of such objections, both parties will request that the NLRB hold objections in abeyance pending the decision of the Arbitrator.

The decision to submit a dispute to Arbitration shall reside with the party alleging a violation, and such decision shall not preclude such party from pursuing such alleged violations in timely filed Objections to the Election pursuant to this Paragraph. The Arbitrator may give due weight, among other relevant factors, to the severity and timing of any alleged objectionable conduct.

## Standards of Conduct--

11. The Standards of Conduct set forth herein are applicable to the parties' conduct with respect to the facilities covered by this EPA.
  - a. The parties agree that the question of whether Registered Nurses should be represented by the Union is one that Registered Nurses should answer for themselves. Except for the agreed-upon Tenet announcement to Registered Nurses, no Employer officer, manager, supervisor, designee or agent (including any outside manager or supervisor supervising workers within the Facility) shall make any comment, directly or indirectly, on this question, unless it is consistent with these Standards of Conduct. For purposes of this Paragraph, the parties also understand that the Registered Nurses in the bargaining units voting under this Agreement shall not be considered "agents" of either party absent proof of agency in connection to the specific conduct at issue.
  - b. The parties shall issue a mutually agreed upon Information Sheet to be provided to Registered Nurses who have questions on the Election Procedure Agreement.
  - c. The Employer agrees that it shall not conduct an anti-Association campaign and shall not utilize anti-Association management consultants. Any use of consultants by either party shall not conflict with the terms of this Agreement. This does not restrict either parties' abilities or rights to utilize legal counsel. Likewise, the Employer shall not provide assistance to any individual or group who may wish to pursue an anti-Association campaign.
  - d. Message: Should the Employer wish to convey an opinion to employees about unionization, the Employer agrees that its message on the subject, if any, will be limited to the following:

"We have made it our goal to be the preferred employer among all the hospitals in this area. As such, we believe we are competitive on wages, benefits, and working

conditions and we make every effort to be fair and equitable in making decisions that affect our employees. We hope that anyone who has had an issue or a question has felt free to come forward and work with his or her supervisor or anyone in administration.

You are about to be faced with a very important decision – whether or not to have a professional association as your exclusive bargaining representative in dealing with the Hospital. The Hospital believes that this is a question that can only be answered by the employees in a secret ballot election. The Hospital wishes to make it clear that it feels that the Hospital and its Registered Nurses can work best together without the involvement of a union.

If our Registered Nurses choose the Union, we will enter into a collective bargaining agreement and will work together with our Registered Nurses and the Union to develop a constructive ongoing relationship. If our Registered Nurses choose not to be represented by a union, the Hospital will continue in its efforts to work directly with its employees in a fair and equitable manner.”

The Employer’s message and information (jointly referred to as communication “regarding unionization”) will be also be communicated in writing to all RNs at the request of the Association.

- e. The Employer will not inform or imply to eligible voters that they will lose benefits, wages or be subject to less favorable working conditions by unionizing.
- f. The Union agrees that its message to Registered Nurses regarding the choice whether to join the Union shall be non-coercive and non-intimidating. The Union agrees to campaign in a positive and non-disruptive manner and not to engage in negative campaigning that disparages the hospital, management representatives and/or Tenet or its management representatives. Rather, the Union’s campaign will focus on how Registered Nurses can address workplace issues through collective bargaining and



union representation, and will avoid factual errors. However, it is not the parties' intent to inhibit the Association's discussion of working conditions, in accordance with the TENET/CNA Campaign Amendments arbitration decision, attached and incorporated into this EPA.

- g. The Union agrees that it will not introduce major new issues or arguments in the campaign during the final 72 hours before the election unless a new major event occurs at that time which necessitates a response. Similarly, the Employer will not introduce new information or literature during this final 72-hour period.
- h. The Employer agrees that its communication to Registered Nurses regarding unionization shall be limited to written literature and/or voluntary group meetings on non-paid time.
- i. Any meeting tagged onto a mandatory staff meeting shall not be considered voluntary. A voluntary meeting must be separately scheduled. However, at a mandatory staff meeting the Employer may answer Registered Nurses' questions on the date, time and place of the election, as well as convey information on the joint information sheet. The Employer's opinion regarding unionization expressed at a voluntary meeting must be confined to the agreed upon message quoted above.
- j. The Employer shall confine its written literature regarding unionization to letter and/or memo format in ordinary business-type print without graphics or color, and it shall only contain the entire message the Employer agreed to above. This letter or memo may be posted or mailed to Registered Nurses. No flyers, leaflets, buttons, e-mail or other campaign material may be used by the Employer to communicate with Registered Nurses on this subject. The attached notice ("Notice to Registered Nurses Regarding Union Campaign Literature") shall be distributed to all RNs at hospitals upon the request of CNA/NNOC.

- k. The Employer's supervisors and managers shall not initiate one-on-one or informal group conversations or communication with Registered Nurses regarding unionization. This shall not preclude a supervisor from responding to a Registered Nurses question; provided such response is consistent with the terms of this EPA. (While these Standards of Conduct restrict communication regarding unionization, it does not restrict other communication between supervisors and Registered Nurses.)
- l. Neither the Association nor Employer will threaten, intimidate, discriminate against, retaliate against, or take any adverse action against any Registered Nurse based on his or her decision to support or oppose Association representation.
- m. Statement of Registered Nurse Rights on Employer Letterhead: Upon the request of CNA/NNOC, the Employer will distribute to the Registered Nurses the following statement of Registered Nurse rights on its letterhead:
- “All Registered Nurses have the right to participate or not to participate in CNA/NNOC activities. Registered Nurses have the right to wear buttons or lanyards that indicate support or non-support of CNA/NNOC. Registered Nurses also have the right to distribute literature concerning support or non-support for CNA/NNOC organization in non-patient care areas such as break rooms, cafeteria, parking lots, smoking areas and other places outside the hospital. Registered Nurses may talk about CNA/NNOC and workplace issues including wage rates, disciplinary system, company policies and rules and working conditions under the same terms applicable to any other Registered Nurse conversation.”
- n. After the receipt of the Notice of Intent to Organize, and in order to avoid the appearance of electioneering, the Employer will maintain the status quo in working conditions during the Organizing Period and refrain from any significant announcements in this area. This shall not prohibit the Employer from taking action

planned well in advance of the Notice of Intent to Organize without regard to the organizing effort, as long as such action has been discussed with the Association. If the Association has a good faith belief that the action was not planned well in advance of this date, it may petition the Arbitrator for a determination of that issue.

- o. No Registered Nurse shall have his/her right to determine whether or not to be represented by the Association abridged in any manner by reason of his/her citizenship or immigration status.

### Contract Negotiations

12. The parties recognize the desirability of a swift and peaceful negotiating process for the purpose of reaching agreement on a first collective bargaining agreement. Toward that end, the parties agree that the following process shall apply to all first contract negotiations at any facility where CNA/NNOC is recognized as the collective bargaining representative for a bargaining unit of RNs.

- a. Within fifteen (15) days of CNA/NNOC being recognized as the RNs' collective bargaining representative, the parties shall select initial bargaining dates, times and locations.
- b. The parties agree to commence bargaining within thirty (30) days of recognition and agree to exercise good faith efforts to reach agreement on a first contract within ninety (90) days of the first day of contract negotiations.
- c. In the event an agreement on all issues has not been reached within this time period, the remaining issues in dispute shall be submitted to a Board of Inquiry ("BOI"). The BOI shall be comprised of an Association representative, a management representative and a Neutral Chairperson, mutually selected by the parties. However, the parties may extend bargaining by mutual agreement. The cost of the BOI will be split evenly by the parties, except that each party shall bear its own attorney, witness, and expert fees. A Board of Inquiry Report shall be submitted to the parties within thirty (30) days of the

close of its hearings. If the Board of Inquiry Report is rejected by any party, in whole or in part, any unresolved matter will be subject to final and binding interest arbitration before the Neutral Chairperson pursuant to the following procedure.

- d. A request to arbitrate any unresolved issues must be made within ten (10) days and shall not be valid unless accompanied by a written statement from the requesting party setting forth the contract wording it seeks by virtue of the Arbitrator's award. Within ten (10) days of the receipt of such a valid request, the receiving party shall respond in writing, setting forth the contract wording it seeks to obtain by virtue of an Arbitrator's award. In any arbitration under each separate contract item in dispute, either the Facility's position or the Union's position shall be accepted as part of the contract and the Arbitrator's decision shall be awarded within forty-five (45) days of the original request for arbitration. Contract provisions agreed upon by the parties in negotiations or before the Board of Inquiry and those which are not in dispute shall not be subject to change in the interest arbitration. Any Board of Inquiry recommendation not submitted to arbitration pursuant to this section shall be accepted as part of the Agreement. The cost of the interest arbitration will be split evenly by the parties, except that each party shall bear its own attorney, witness and expert fees.
- e. The award of the Arbitrator shall be final and binding on the parties and all Registered Nurses covered by this Agreement. Each party expressly waives the right to seek judicial review of said award; however each party retains the right to seek judicial enforcement.

### Orientation/Training

13. All supervisors, managers and Union organizers who are involved in an organizing campaign at the facility are expected to be familiar with the terms of the EPA.

### Pre-Screening of Literature

14. During the organizing and election periods, the Association shall submit for pre-screening all written literature distributed or posted regarding unionization with the Employer. Accordingly, before the Union uses any new piece of literature not previously used at another Tenet facility, it must first be submitted to the parties' trained designated representatives for review. If those parties do not agree by close of the normal business day, the matter will then be submitted to the national representatives for their review. If the national representatives are unable to resolve their differences, either party may fax and/ or e-mail the matter to the Arbitrator before the end of the second business day for the Arbitrator's review and immediate response. This process is intended to be completed within 48 hours from beginning to end. No level of the process may delay its movement to the next level. Until this dispute is resolved, the contested literature shall not be distributed in any manner. Arbitrator Gerald McKay shall hear all disputes regarding pre-screening of literature.

15. The Employer agrees that it will not be providing information about the Association (e.g., strikes, dues, etc.) or the Association's role in collective bargaining. If the Employer believes a factual error has been orally conveyed by the Union in its organizing campaign at the hospital, and the Union has failed to correct it within 48 hours written notice by the Employer designee to the Union Designee, the Employer may post or distribute a written correction of the factual error in the memo or letter format referred to above, after pre-screening the communication with the Union. Any dispute over the content shall be resolved in the same manner as provided in Paragraph 14, and the contested literature shall not be distributed until approved by the Arbitrator.

### Access

16. Prior to being given access, the Facility and the Union may agree to conduct a "meet and greet" meeting to discuss access issues.

- a. Effective immediately upon receipt of the Union's Notice of Intent to organize, the Employer shall grant representatives of the Union reasonable access to RNs of the

Facility through the following means. Hospital security will not follow authorized Union representatives while walking through the Hospital or create the impression that employee or Union staff are under surveillance, except where reasonable and appropriate as set forth herein. The Hospital and the Union will meet and discuss those areas of the hospital that require escorts.

### Exterior Access

- b. Union representatives shall be given access to designated exterior Registered Nurse smoking areas, parking lots and other external areas of the facility. No more than two non-employee Association representatives may be in any designated smoking area at the Facility at any one time. Association representatives shall be given access to all entrances (doors into and out of the Facility) and the grounds outside the Facility for the purpose of distributing literature to Registered Nurses so long as no more than six (6) Association supporters (including hospital Registered Nurses) engage in such distribution at any such location at any single time and so long as the distribution does not interfere with access to the entrance.

### Interior Access

- c. The Association will be given access to the cafeteria utilized by Registered Nurses (i.e., no more than six (6) Association representatives). Moreover, effective thirty (30) days after the Notice of Intent to Organize, one Association organizer shall be permitted in each Registered Nurse break room (or if no break room, the break area or its equivalent) on each floor for a maximum period of one and one-half (1 1/2) hours per each shift. During each eight-hour shift, the Association organizer may enter and exit a break room no more than three (3) times per shift. During this period, the Association organizer shall respect the requests of any Registered Nurse who does not wish to engage in a discussion or accept literature. When organizers go to a break room and encounter a

supervisor eating lunch, the organizer must introduce him or herself to the supervisor and ask how long the supervisor will be in the break room eating lunch. The organizer may choose either to remain in the break room or return after the supervisor has completed his or her lunch. If a supervisor comes to a break room when an organizer is there, the supervisor will make other arrangements to find a place to eat lunch until the organizer leaves. Supervisors will make every effort to stay away from areas where they may overhear conversations between organizers and employees, or may observe employees who are talking to organizers. Supervisors will make every effort not to observe or keep track of employees who speak to Union representatives. It is understood that supervisors shall at all times have the right to utilize break rooms in their normal and customary manner, subject to the provisions of this paragraph.

- d. The Union shall be allowed to post a notice on pre-selected bulletin boards, including, but not limited to, the existing bulletin boards in Registered Nurse break rooms and at least one space in the cafeteria. The Association shall have the right to change these notices at any time so long as it limits the size of the notice to no more than eight and one-half by fourteen (14) inches.
- e. The Association may reserve a facility conference room (not in patient care areas), subject to reasonable availability criteria and established hospital procedures, for the purpose of meeting with Registered Nurses eligible to vote under this Agreement. Attendance shall be limited to Association employees, Association member organizers and eligible voters. If a conference room is not available during the desired time period, the parties shall designate a suitable meeting room as an alternative in a non-immediate patient-care area of the hospital. To the extent feasible, this room shall not be located near supervisory or management offices. CNA/NNOC may schedule conference rooms as provided for above upon filing a Notice of Intent to Organize and such requests shall

not be unreasonably denied. The Union may bring additional members into the facility for the conference room meetings up to a maximum of five (5) members.

- f. Food and Beverage: Should the Union wish to provide food and/or beverages to RNs during the organizing period, they may do so in the scheduled conference room referenced above, at times when such conference room is scheduled according to the provision above. Health and safety rules with regard to food will be followed at all times.
- g. Security Escorts: The Facility will provide identification badges to the organizers who have access to the hospital. The organizers are expected to report to a security desk or check-in desk as designated by the Employer to report their presence in the hospital, and to inform the hospital in general terms the locations where they will be working. For those locations where break rooms are open and do not need a key or code to gain access, the organizers will be permitted to go to those areas, unescorted by security guards or supervisors. For those areas where access to the break rooms requires a key or code, the security guards will call ahead to the area to see if there is someone available who can give access to the organizer when the organizer arrives. If no one is available then security will accompany the organizer and open the door. Organizers will be escorted to areas of the hospitals where members of the public are traditionally escorted because the areas are in a lockdown situation. Supervisors and security guards will not, however, on a regular basis escort, accompany, or observe organizers as they perform their work in the hospital. No supervisors or security guards shall stand by an area where an organizer is located and record the names of employees who visit the organizer.
- h. If an Association organizer does not honor the access provisions set forth in this Agreement, he/she shall be issued a warning by the Employer through the Designated



Association Representative, which may be contested before the Arbitrator within 24 hours by fax or phone. If the Association organizer receives two warnings, the official Employer Designee may bar the organizer from the Facility after consultation with the Association Designee. The Association may contest the existence of the violation(s) or the decision to bar the organizer before the Arbitrator within 24 hours by fax, e-mail or phone. If a ban on three Association organizers is upheld pursuant to this Paragraph, the Employer may appeal to the Arbitrator to consider modification of the access provisions in that Facility.

- i. If the parties cannot mutually agree on access regarding any of these locations, they shall refer the matter to the Arbitrator for a determination by phone, e-mail or fax within 24 hours of the referral.
- j. The Association commits to full compliance with the restrictions on Association access contained in the EPA and recognizes that if an organizer is not complying with such restrictions, the penalties in this EPA shall apply.

### **Unpaid Leave of Absence**

17. Upon receipt of the Notice of Intent to Organize, a hospital will grant an unpaid leave of absence for up to four (4) months to one (1) employee RN within each facility being organized, provided, however: (1) the hospital must be given 30 days' advance notice naming the employee(s) seeking the leave(s); (2) patient care issues must be considered when the Union requests any such leave; and (3) the Employer reserves the right to grant or deny any such leave(s) based upon patient care needs. This unpaid leave of absence may not be conditioned upon the Registered Nurse's use of his/her paid time off. Upon the execution of this Agreement, other represented Tenet hospitals will also grant such leaves to a maximum of four (4) additional Registered Nurses currently represented by the Union at any one time. Notwithstanding any provision to the contrary in any local existing Collective Bargaining Agreement between the parties, in no case will more than two (2) RNs from any single

facility or one (1) Registered Nurse from a staffing cluster at any facility be granted such leave. Registered Nurses returning from such leaves shall be returned to the position held prior to the leave unless the Registered Nurse would have been laid off or reassigned during the leave in accordance with the applicable collective bargaining agreement or policies.

### **Rapid Response Team**

18. The Employer and the Union shall each designate a top-level representative at the Facility to discuss complaints about alleged violations of this Agreement. If one party believes that the other party has violated these standards, the affected party should contact the other party's representative by phone, e-mail or fax. The parties should have a direct conversation within 48 hours to try to resolve the issue. Where the parties cannot agree on how to handle a significant alleged violation, the issue shall be referred to designated representatives at the national level. When the parties agree that a violation has occurred, and it is possible to correct the problem, the party responsible for the violation will make a good faith effort to correct the problem immediately. Unresolved matters involving alleged violations of this Agreement may be referred to the Arbitrator pursuant to Paragraph 26 of this Agreement and the Arbitrator shall issue a decision within 48 hours of submission of the dispute.

### **Public Announcement**

19. Upon the Union's filing of Notice of Intent to Organize for a particular facility, the Employer shall issue the attached "Notice to Registered Nurses" to all Registered Nurses employed at that facility. A copy shall be provided to the Union. The parties will jointly endeavor to agree on a media message that is acceptable to both parties

### **Arbitration**

20. If the parties are unable to resolve a dispute at the national level, either party may, upon approval of its respective national contact, submit the unresolved dispute about compliance with or construction of this Agreement for final and binding resolution by (Name of Arbitrator OPEN) as

the permanent Arbitrator selected for deciding any dispute under this EPA, except pre-screening of literature disputes. In the event they are unavailable, the parties will select a substitute by mutual agreement or through the American Arbitration Association ("AAA"). The Arbitrator shall have discretion to establish procedures for the resolution of such disputes that may include submission of evidence by the Parties, and is authorized to develop and order remedies. Such remedies shall not be limited, but may include, in the sound discretion of the Arbitrator, such remedies as enhanced access and leave of absence provisions, posting of notices, postponing election dates, re-running elections, and procedural and timing remedies. At the request of either party, any arbitration under the EPA may be decided by a panel comprised of Tenet representative Dan Rodriguez or his designee, CNA/NNOC representative David Johnson or his designee, and the Arbitrator. All such disputes shall be resolved within 14 days of the submission of the issue, unless the issue concerns an alleged violation pertaining to conduct raised before the election, in which case, the Arbitrator shall rule within 48 hours of the issue's submission to him/her. The parties waive any and all rights they might otherwise have to appeal or in any way contest the decision of the Arbitrator. If either party fails to comply with the decision of the Arbitrator, it hereby consents to enforcement of this Agreement and any decision of the Arbitrator in any court of competent jurisdiction and waives any defenses it might have to such enforcement. Except as provided herein, the parties agree not to file petitions or charges with the National Labor Relations Board, which may be handled under this Agreement.

#### **Entry into an Identical EPA by Other Unions**

21. If, between the time CNA/NNOC files an NLRB election petition and prior to the representation election, another union seeks to represent the Registered Nurses in the voting unit, such intervening union shall be offered the opportunity to execute an agreement identical to this agreement covering the facility at which representation is being sought, upon presenting a showing of interest (30%). Under such circumstances a new election date must be agreed upon which is acceptable to the union, the employer and the Intervenor.

22. Should any part, term, or provision of this Agreement be declared by the National Labor Relations Board and/or by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby; the illegal, invalid, or unenforceable terms or provisions shall be deemed not to be part of this Agreement; and all remaining parts, terms, or provisions shall remain valid and enforceable.

Signed and so agreed this 18th day of August, 2007, to be effective through December 31, 2011.

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Tenet

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CNA/NNOC

# EXHIBIT 1

## Timetable

The parties agree that any Notice of Intent to Organize under the Election Procedure Agreement shall only take place during the specific time periods as stated below:

2007 Cypress Fairbanks, Notice of Intent to Organize to be filed prior to December 31, 2007. The employee list for this facility, under paragraph 7 of the EPA, shall be provided within fifteen (15) days of the effective date of this Agreement.

2008: Park Plaza, Notice of Intent to Organize to be filed in the 2nd quarter of 2008  
Houston Northwest, Notice of Intent to Organize to be filed between July 15 and August 15, 2008

2009: Hahnemann University, Notice of Intent to Organize to be filed in the 1<sup>st</sup> quarter of 2009  
St. Christopher's Hospital for Children, Notice of Intent to Organize to be filed in the 3<sup>rd</sup> quarter of 2009

2010: Doctors Dallas, Notice of Intent to Organize to be filed in the first quarter of 2010  
Centennial, Notice of Intent to Organize to be filed in the 3<sup>rd</sup> quarter of 2010

2011: Lake Pointe, Notice of Intent to Organize to be filed in the first quarter of 2011

In the event that the Union is unable to successfully proceed with an organizing campaign under the terms of the EPA at any Facility above through no fault of its own (for example, because the facility's RN bargaining unit is already organized, another union has filed an NLRB petition, or the hospital is closed, conveyed, sold, or otherwise not subject to the terms of the C.N.A. – Tenet EPA), the Union will notify Tenet via e-mail within a reasonable period of time of having made that decision. The parties shall then meet within fifteen (15) days to resolve the issue. The union will be entitled to receive a comparable organizing opportunity, located in an area of interest to the union, at another Tenet hospital, at a reasonable and mutually agreeable time. Absent mutual agreement of the parties, C.N.A. will be entitled to a comparable hospital in Texas. If the parties cannot agree on a hospital, then the arbitration provisions in the EPA will apply.

Consistent with the timetable noted above, the Union shall request an employee list under the terms of paragraph 7 of the EPA for each hospital, and must then file the Notice of Intent to Organize for that facility within thirty (30) calendar days of receipt of the list. The provisions of this section do not affect the timetable within which a Notice of Intent to Organize may be filed under the terms of this Exhibit 1.

The parties agree that Tenet shall not enter into any agreement with another union regarding organizing rights for any RN bargaining units in Texas, Pennsylvania, or California. The parties further agree that notwithstanding any other agreements to the contrary, CNA/NNOC retains the right to intervene in any NLRB election filed by another union for an RN bargaining unit at Saint Louis University.