

ARTICLE ___ – UNION ACCESS AND ACTIVITY

___ .1 Union Representatives

The Employer recognizes and will deal with Union representatives, including those chosen by the Union from among employees in the bargaining unit, only in accordance with the provisions of this Article.

___ .2 Union Stewards

The Union may designate up to one (1) employee per shift as union steward for the bargaining unit. The Union will advise the Employer in writing of the appointment of the stewards and the scope of representational responsibility of the stewards. Action by appointed employees in their capacity as a steward shall take place outside of the scheduled working hours of the steward and any other employee(s) involved. All steward activities shall be attended to at a time and a place that will not disrupt the Employer's operations. If a steward seeks to be relieved from duty to engage in activity within the scope of their representational responsibility, the employee must make such request their supervisor. Such requests will not be unreasonably denied, provided they do not interfere with or disrupt work to be performed. Thereafter, the employee shall be required to clock out in order to attend to steward-related activities. Release time will not be considered time worked for any reason.

___ .3 Notification of Union Representatives

The Union will maintain (and keep current) with the Employer a complete written list of its officers, business agent(s), stewards and staff representatives (including addresses and telephone numbers) who will deal with the Employer. The Employer shall be free to refuse to deal with any purported Union representative for whom the Employer has not a received written notification from the Union President or Secretary confirming such individual's status as an official Union representative authorized to deal with the Employer. All Union business shall be conducted on employees' own time, and will not be considered time worked for any reason.

___ .4 Union Activity

The Union may request to access non-public, non-patient care areas for the purpose of ascertaining whether or not this Agreement is being observed. Such requests will not be unreasonably denied. The Union will give management at least seventy-two (72) hours' advance notice by telephone or in writing of the matter requiring the Union's attention and will schedule a mutually agreeable time for the visit.

Union visits shall be subject to such regulations as may be made from time to time by the

SWMC Proposals

02.23.2026

1030

Employer applicable to non-employees. The Union agrees that it will not solicit Union membership, confer with employees, or carry on any other Union activities during the work time of any employee involved, or carry on such activities in working areas (including but not limited to patient care areas) at any time or in any manner.

___5 Union Bulletin Board

The Employer will provide the Union with a designated bulletin board of 24” x 36” for posting of Union related notices. The bulletin boards will be located in a nonpatient care areas such as break room, that is accessible to bargaining unit.

The Union may post only informational materials that fall into the following categories: (1) Union meeting and election notices; (2) Union newsletters; or (3) Union training & education information. Union materials will not be posted in any location other than a designated Union bulletin board.

Any materials that portray the Employer (or any of its managers or supervisors) in a negative light shall not be permitted on the bulletin board and will be removed by management at its sole discretion. The Employer, manager or supervisor shall notify the Union of items removed and the rationale behind the removal.

All postings on the bulletin board shall be initialed by a Union representative or the designated shop steward and dated upon posting. Postings more than 60 days old will be removed by management. In the event a posting does not contain appropriate initials and a date, the posting will be subject to immediate removal.

ARTICLE ___ – NO STRIKE – NO LOCKOUT

___1 No Strike

The grievance and arbitration procedures set forth in Article ___ are the exclusive means of resolving any claimed violation of this Agreement, whether or not a grievance has been filed. Accordingly, there shall not be (nor shall the Union, its agents, officers, stewards, representatives, or employees encourage, instigate, promote, sponsor, engage in or sanction) any strike (including sympathy strike), picketing, boycott, hand-billing, sit-down, stay-in, slowdown, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved “work to the rule” situation, mass resignations, mass absenteeism, or any other intentional curtailment, restriction, interruption or interference with operations or work, or protest regardless of the reason for so doing.

___2 Penalty

The Employer reserves the right to add to, delete, modify, or change any of the proposals as negotiations progress. The fact that the Employer submits a proposal during the course of negotiations does not indicate in any way that the Employer does not have the rights or privileges reflected in the provisions of the proposal, and a withdrawal of any proposal at any time during the course of negotiations does not indicate that the Employer does not have or retain any such rights or privilege as may be reflected in whole or in part by said proposal.

SWMC Proposals

02.23.2026

1030

Any employee engaging in activity prohibited by Section ____.1 or who instigates, encourages or gives leadership to such activity, shall be subject to immediate discharge or other discipline, at the discretion of the Employer, provided the penalty given all employees in the same instance is consistent. In the event of discipline or discharge, the only matters that may be made the subject of a grievance are whether or not the employees actually engaged in such prohibited conduct and whether the penalty given to all employees in this instance was consistent. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor shall it constitute a precedent of any kind.

____.3 No Negotiations

In the event of a violation of Section ____.1 by employees or the Union, there shall be no negotiation or discussion on the subject matter(s) allegedly causing the violation until after the violation has ceased.

____.4 No Lockout

During the term of this Agreement, the Employer will not institute a lockout over a dispute with the Union so long as there is good faith compliance by the Union with this Article, unless the Employer cannot efficiently operate in whole or in part due to a breach of Section ____.1.

____.5 Union Responsibility

Should the Union or any of its members engage in a prohibited activity set forth in Section ____.1 of this Article, the Union shall:

- (a) Advise the Employer in writing that the prohibited activity has not been called for, condoned or sanctioned by the Union.

- (b) Advise employees that, inasmuch as the prohibited activity has not been called for, condoned or sanctioned by the Union, they are engaged in a prohibited activity. The Union will instruct employees to return to work immediately and/or cease any and all other prohibited activity. Should the employees refuse to comply with the Union's direction, such refusal will constitute just cause for discharge from employment.

The Union shall be obligated, without delay, to perform the actions required above, upon demand by the Employer or upon notice that prohibited activity is being planned or engaged in. Nothing contained in this section, or any other section of this Agreement, shall be deemed to waive any right the Employer may have to seek any and all appropriate remedial and equitable relief afforded by law, and to seek such relief in a state or federal court of competent jurisdiction.

The Employer reserves the right to add to, delete, modify, or change any of the proposals as negotiations progress. The fact that the Employer submits a proposal during the course of negotiations does not indicate in any way that the Employer does not have the rights or privileges reflected in the provisions of the proposal, and a withdrawal of any proposal at any time during the course of negotiations does not indicate that the Employer does not have or retain any such rights or privilege as may be reflected in whole or in part by said proposal.

ARTICLE ___ – DISCIPLINE AND DISCHARGE

___ .1 Right to Discipline

The Employer has the right to discipline and discharge employees for just cause. Grounds for discipline or discharge, including immediate discharge, shall include but are not limited to those set forth in the Employer's Policies.

Any probationary employee may be discharged or disciplined by the Employer in its sole discretion. No question concerning the disciplining or discharge of probationary employees shall be the subject of the grievance or arbitration procedure.

___ .2 Attendance Policy Violations

In the event an employee is discharged for violation(s) of the Employer's attendance policy, the only matters which may be made the subject of a related grievance are the facts regarding the underlying occurrence(s).

___ .3 No Waiver

The failure of management to confer a penalty in any instance is not a waiver of such right in any other instance, nor shall it constitute a precedent of any kind.