



United Nurses & Allied Professionals

CONTRACT

BETWEEN

PROSPECT CHARTERCARE, LLC

AND

**UNITED NURSES AND ALLIED
PROFESSIONALS, LOCAL 5110**

REGISTERED NURSES AGREEMENT



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**2019-2021 AGREEMENT BETWEEN
PROSPECT CHARTERCARE, LLC
AND
UNITED NURSES AND ALLIED PROFESSIONALS, LOCAL 5110**

PURPOSES

The intent and purposes of this Agreement are to encourage harmonious relationships between the Hospital and the registered nurses it employs who are subject hereto; to promote and improve those relationships subject to their joint duties to the community and to the high standards of patient care; to clarify certain rights and privileges of the parties; to set forth and define rates of pay, economic benefits and other conditions of employment that shall apply to such employees; and to establish amicable processes for collective bargaining. The Union agrees that it will cooperate with the Employer and support its efforts to assure efficient operation, to serve the needs of the community, and to meet the highest of professional standards in such services.

**ARTICLE I.
RECOGNITION**

Section 1.1 Bargaining Unit. In accordance with the provisions of the certification of the National Labor Relations Board in Case No. 1-RC 20423, the Employer recognizes the Union as the sole and exclusive bargaining representative with respect to salaries, hours of employment and other conditions of employment for all full-time and regular part-time registered nurses employed by the Employer at its Our Lady of Fatima Hospital (“Fatima facility”) and School of Nursing, located at 200 High Service Avenue, North Providence, Rhode Island, including all registered nurses – general staff, in-service instructors, case managers – PI data specialist, nuclear stress and special procedure RNs, instructors for School of Nursing (including chairpersons), coordinators quality assurance nursing and radiology special procedures assistant, but excluding all other employees, other professional employees, physicians, residents, interns, licensed practical nurses and other technical employees, business office employees, service employees and skilled maintenance employees, confidential employees, all employees employed at the Employer’s Hospital for Specialty Care, guards and supervisors as defined in the Act.

Section 1.2 Scope of the Bargaining Unit and Agreement. The terms “employee” and “employees” as used hereinafter in this Agreement refer only to such persons employed by the Employer and covered by this Agreement.

Section 1.3 Definitions.

- (a) **Full-time Employees.** The terms “full-time employee” and “full-time employees” as used in this Agreement refer only to employees employed on a regular basis who are normally scheduled to work thirty-two (32) or more hours per week.
- (b) **Part-time Employees.** The terms “part-time employee” and “part-time employees” as used in this Agreement refer only to employees employed on a regular basis who are normally scheduled to work at least sixteen (16) hours per week, but less than thirty-two (32) hours per week.
- (c) **Limited Part-time Employees.** The terms “limited part-time employee” and “limited part-time employees” as used in this Agreement refer only to employees employed on a regular basis who are normally scheduled to work at least eight (8) hours per week, but less than sixteen (16) hours per week.

- (d) **Per Diem Employees.** The terms “per diem employee” and “per diem employees” as used in this Agreement refer only to employees who are employed on an “as needed” and “as available” basis in accordance with Employer work expectation guidelines.
- (e) **Temporary Employees.** The terms “temporary employee” and “temporary employees” as used in this Agreement refer only to employees who are hired (i) to work for a specific period of time not to exceed six (6) months or (ii) to replace an employee who is on a leave of absence. Temporary employees are not included in the bargaining unit described in Section 1.1.
- (f) **Unit.** The term “unit” as used in this Agreement refers to a nursing unit in the Department of Nursing, to the School of Nursing and to other departments within the Fatima facility in which bargaining unit members work. The list of units as of the date of this Agreement is entered into is set forth in *Appendix C*. The parties recognize that this list may change during the term of this Agreement as a result of the addition, the deletion or the consolidation of units. Patient Care Review, In-Service Education, Quality Assurance and the School of Nursing shall each be deemed a separate unit.

Section 1.4 Nondiscrimination. The parties are mindful of their obligations under federal and state laws pertaining to discrimination and sexual harassment in employment and, accordingly, the Employer and the Union agree that neither will discriminate against any employee with respect to matters relating to employment because of such employee’s race, color, national origin, religion, sex, age, sexual orientation, disability or activity with respect to the Union in violation of such federal or state laws.

No grievance alleging a violation of this section will be subject to arbitration pursuant to Step 4 of the Grievance and Arbitration Procedure (Article V) unless the grieving employee has not filed a claim/complaint with any governmental agency or in state or federal court and has agreed in writing that the contractual arbitration procedure will be the exclusive means by which the grieving employee’s claim/complaint will be decided.

Section 1.5 New Registered Nurse Classifications. The Employer shall have the right to create or combine classifications and the Union expressly waives any right under federal law to bargain over such decisions. Should newly created or combined classifications perform as their primary duties the duties of one or more of the classifications covered by this Agreement, the Employer shall notify the Union of these new or combined classifications and the terms and conditions of employment applicable to these classifications shall conform to the terms and conditions of this Agreement. The Employer shall provide such notification to the Union at least thirty (30) days in advance and, upon request from the Union, meet with the Union and discuss the changes.

Section 1.6 Exempt Classifications. The classifications of, Coordinator Quality Assurance, and In-Service Instructor are exempt classifications, and, as such, employees in these classifications will be eligible to receive benefits available to other exempt employees of the Hospital, and they will not be eligible for overtime.

ARTICLE II.

UNION ACTIVITIES

Section 2.1 Participation in Union Activities. The Employer will advise all newly hired employees, at the time of their employment, that the Union is their bargaining representative. The Employer and the Union recognize the right of any employee to become and remain a member of the Union or to refrain from becoming and/or remaining a member of the Union, and neither party will interfere with any employee in the exercise of that right.

Section 2.2 New Hire Orientation. During the new hire orientation, the Employer shall provide the President of Local 5110 or her/his designee with thirty (30) minutes to orient each new hire to Local 5110. The President/designee shall provide each new hire with a packet containing the following information: the Collective Bargaining Agreement, the Constitution and Bylaws, a list of Local Officers, a UNAP calendar, a UNAP promotional brochure, the most recent UNAP and Local newsletters, a history of the Local, a letter regarding the dues structure, the President's business card, and a UNAP badge holder. It is understood that the Employer is providing the President/designee this opportunity conditional upon the President/designee not saying or presenting anything to new hires which will place St. Joseph or those associated with it in a negative light. Accordingly, the Union's right to speak at orientation may be terminated by the Employer, if the Employer determines that this condition has been violated. The Employer may have a representative present at each orientation by the Union President/designee.

Section 2.3 Union Representative. An authorized representative of the Union shall have reasonable opportunity to visit the Fatima facility for the purpose of conferring with authorized representatives of the Employer and for the purpose of conferring for a reasonable period of time with a local Union representative and/or employee relative to any question arising under this Agreement. Any such visit with a local Union representative and/or employee shall not interfere with orderly operations at the Fatima facility. Except in emergency circumstances, the Union representative shall make an appointment with the Chief Human Resources Administrator or his/her designee in advance of any such visit to meet with a representative of the Employer and shall advise the Chief Human Resources Administrator or his/her designee reasonably in advance of any such visit to confer with a local Union representative and/or employee. Upon arrival at the Fatima, the Union representative shall advise the Chief Human Resources Administrator or his/her designee of his/her presence and shall be subject to the reasonable control of the Employer with respect to the time and place for such visit. This provision shall not be construed as permitting group meetings on the Employer's premises

Section 2.4 Local Union Representatives. The Union agrees to appoint, and the Employer agrees to recognize the Union President, the Grievance Chairperson, and three (3) other grievance committee members as local Union representatives who may deal with the Employer concerning problems arising under this Agreement and grievances at Step 2 and above. The Employer agrees to recognize Union Vice Presidents and unit representatives designated by the Union as local Union representatives who may deal with immediate supervisors concerning problems in their units and Step 1 grievance. The Union will notify the Employer of the local Union representatives' and designees' unit designations and authority and any change in either. One (1) local Union representative and one (1) other employee who attends a jointly scheduled grievance hearing or arbitration hearing will not lose any pay for his/her regularly scheduled hours because of such attendance.

Section 2.5 Union Activities on Employer Premises. Unless allowed by the Hospital, there shall be no Union meetings, and no other Union activities which interfere with or are incompatible with the Employer's operations on its premises.

Section 2.6 Bulletin Board One (1) bulletin board to be placed in the faculty conference room at the School of Nursing. Subject to space availability, the Union may locate one 2' x 3' bulletin board supplied by the Union in each locker room utilized by bargaining unit employees. Such bulletin boards shall be used for posting of notices of Union meetings, Union elections, Union social events and information relating to employees' nursing practice/work. No Union notices will be posted at locations other than these bulletin boards.

Section 2.7 Dues Deductions. The Employer agrees to provide, upon request of the Union, a list containing the name, date of hire, date of termination, shift, weekly hours, unit/department, job title, and known contact information (address, phone number, email address) for all employees in the bargaining unit. Such deductions shall be in the amounts certified by the Union and shall be made in accordance with the terms of said authorization. Withheld amounts will be forwarded to the designated Union officer during the calendar month following the month in which the actual withholding occurs, together with the record of the amount and the names of those for whom deductions have been made. The Employer shall not be required to make deductions with respect to an employee for a workweek in which the employee is on an approved leave of absence or layoff, or for which the employee shall not have received net wages at least equal to the deductions. The Employer shall cease to make deductions upon the employee's termination, transfer to a position not covered by this Agreement, or upon revocation of the authorization by the employee.

The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Employer for the purpose of complying with this Section.

Section 2.8 Union Security. All employees who are members of the Union on the effective date of this Agreement shall maintain their membership or pay agency fees during the term of this Agreement as a condition of continued employment.

Beginning either on the 60th calendar day following the beginning of employment or the 60th day following the effective date of this Agreement, whichever is later, an employee must become and remain a member of the Union in good standing or pay agency fees.

The Union shall indemnify, defend and save the Employer harmless against all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Employer for the purpose of complying with this Section.

Section 2.9 Union Leave. An employee who wishes to attend the Union's annual national professional issues conference, national convention or state convention may request and shall be granted Union leave in conformance with the vacation request practices applicable to the unit in which the employee works. Vacation scheduling will take priority over requests for Union leave. Each immediate supervisor will determine the maximum number of employees who may be scheduled off at any time based on the immediate supervisor's determination of staffing needs.

Employees who are granted Union leave may take such time without pay or use accrued paid vacation, holiday, and personal time off.

ARTICLE III.
MANAGEMENT RIGHTS

The Union recognizes the right of the Employer to operate and manage the Fatima facility and the School of Nursing. All rights, functions, prerogatives, and discretions of the management of the Employer, formerly exercised, potentially exercisable, or otherwise, are vested exclusively in the Employer except to the extent that such rights are specifically modified by the express provisions of this Agreement. Without limiting the generality of the foregoing, the Employer reserves to itself, subject only to the express provisions of this Agreement, the management of the Employer and the right to: direct the employees and assign work; determine the quality, quantity and type of work to be performed; determine qualifications for employees; establish standards of performance and rules of conduct; require the maintenance of discipline, order and efficiency; evaluate competency and performance; hire, transfer and promote; establish, promulgate, administer, regulate, determine and redetermine policies, practices, methods, procedures and conditions related to standards of departments covered by this Agreement, performance standards for employees, patient care, staffing, research, education, training, operations, services and maintenance; determine the number and location of divisions, departments, units, and all other facilities of the Employer and whether the whole or any part of its operations shall continue to operate and where it shall operate; to lay off employees for lack of work or other reasons or to reduce an employee's work hours; determine and redetermine job content and establish, expand, reduce, alter, combine, consolidate, abolish or discontinue any job classification, department, unit, operation or service or portion thereof; subcontract work or use the services of auxiliary, temporary or volunteer employees; discharge, dismiss, suspend, demote, warn or otherwise discipline employees in accordance with Section 6.4.; require additional hours of work, including overtime work; institute, publish and republish, promulgate, implement, enforce and require adherence to rules, policies and procedures relating to any or all of its rights and prerogatives.

ARTICLE IV.
CONTINUITY OF OPERATIONS

Section 4.1 No Strikes or Other Interferences. The Union agrees that there will be no strikes of any kind whatsoever (whether general or sympathetic or otherwise), walkouts, stoppages of work, sit-downs or slowdowns, sick-outs or sit-ins, or any other interference with the Employer's activities or operations during the life of this Agreement. Neither the Union nor any officer, steward or other agent or representative or member of the Union nor any employee shall engage in, induce, encourage, instigate, authorize, assist, aid, condone or participate in any violation of this Section 4.1.

Section 4.2 No Lockouts. The Employer agrees not to conduct a lock-out of employees during the life of this Agreement.

Section 4.3 Union's Best Efforts. The Union agrees that, in the event of any violation of Section 4.1., the Union will immediately order that such violation cease, and the Union, its officers, other agents, and representatives will use their best efforts to cause such violation to cease and to cause work to resume fully.

ARTICLE V.
GRIEVANCE AND ARBITRATION

Section 5.1 Purpose. The purpose of this article is to establish a procedure for the settlement of grievances which involve the interpretation and application of a specific provision of this Agreement. The grievance and arbitration procedure provided for herein shall be the exclusive procedure for resolution of disputes concerning the interpretation or application of the Agreement.

Section 5.2 Informal Adjustments. The parties recognize that day-to-day problems affecting employees will normally be adjusted between the employee and her or his immediate supervisor. Such matters shall not be deemed grievances, and their settlement shall not establish a precedent for the resolution of other or similar problems between an employee and her or his immediate supervisor or elsewhere in the Fatima facility

Grievance and Arbitration Procedure.

- (a) **Definitions.** For the purpose of this Agreement, a “grievance” is a complaint by an employee that the Employer has interpreted or applied this Agreement in violation of a specific provision hereof and that such interpretation or application has adversely affected her or his interest as an employee under this Agreement. The term “days” as used in this Section shall mean Monday through Friday, excluding holidays. Only grievances as defined in this Article are subject to grievance and arbitration hereunder.
- (b) Any grievance which cannot be adjusted as contemplated by Section 5.2 shall be subject to resolution in the following manner:

STEP 1. The aggrieved employee shall submit the grievance in writing to her or his immediate supervisor if in the Fatima facility within five (5) days after the aggrieved employee first knew or should have had reason to know of the factual basis for the grievance. The grievance shall be signed by the aggrieved employee and shall state the specific provision(s) of the Agreement alleged to have been violated, the facts on which the grievance is based, and the remedy sought. The immediate supervisor, as the case may be, will meet with the aggrieved employee and a local Union representative regarding the grievance and will give her or his answer in writing within five (5) days after the conclusion of the meeting regarding the grievance.

STEP 2. If the aggrieved employee is not satisfied with the answer at Step 1, within five (5) days after receipt of such answer, the grievance may be submitted in writing to the appropriate Department Head, as the case may be, her or his designee will meet with the aggrieved employee and a local Union representative regarding the grievance and will give her or his answer in writing within five (5) days after the conclusion of the meeting regarding the grievance.

STEP 3. If the aggrieved employee is not satisfied with the answer at Step 2, within seven (7) days after receipt of such answer, the grievance may be submitted in writing to the Chief Human Resources Administrator. The Chief Human Resources Administrator will meet with the aggrieved employee and a Union Representative regarding the grievance and will give his or her answer in writing within ten (10) days after the conclusion of the meeting regarding the grievance.

STEP 4. If the Union is not satisfied with the answer to the grievance at Step 3, the Union may refer the grievance to arbitration by filing a written Demand for Arbitration with the American Arbitration Association and a copy with the Chief Human Resources Administrator, within twenty (20) days after receipt of the answer at Step 3.

Notwithstanding the foregoing, any individual employee or group of employees shall have the right at any time to present grievances to the Employer and to have such grievances adjusted, provided that any grievance adjustment shall not be inconsistent with this Agreement and a local Union representative shall be given an opportunity to be present at any such adjustment.

Section 5.3 Union Grievance. The Union may submit a grievance in writing at Step 1 with regard to a grievable matter which affects either the entire bargaining unit in precisely the same way or a group of employees where the factual basis is precisely the same with respect to all members of the group. In order to be timely, a grievance must be filed within five (5) days after any member of the unit/group knew or should have had reason to know of the factual basis for the grievance.

Section 5.4 Arbitrator's Function and Authority. The function of the arbitrator is to determine the interpretation and application of the specific provisions of this Agreement to the grievance as submitted in accordance with Section 5.3. There shall be no right in arbitration of a grievance to obtain, and no arbitrator shall have any authority or power directly or indirectly to award or determine, any change in, modification or alteration of, addition to, or detraction from, any of the provisions of this Agreement.

Section 5.5 Effect of Arbitrator's Decision. Subject to the Employer's or Union's right to seek to set aside or modify an arbitrator's decision in court, the decision of the arbitrator shall be final and binding upon the Employer, the Union, and the aggrieved employee.

Section 5.6 Rules. Any arbitration hereunder shall be conducted in accordance with the rules of the American Arbitration Association then applicable to voluntary labor arbitrations except to the extent that such rules may be in conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall govern.

Section 5.7 Expenses. The administration fees of the American Arbitration Association and the fees and expenses of the arbitrator shall be shared equally by the parties.

Section 5.8 Time Limits Mandatory. The time limits provided for herein are mandatory. Any waiver or extension thereof must be in writing, signed by an authorized representative of the party who is granting such waiver or extension and is to be bound thereby. If a grievance is once settled or if it is not presented in writing or advanced to the next step of the grievance and arbitration procedure within the time limits provided for herein, it shall be considered closed and shall not thereafter be subject to the grievance procedure or arbitration hereunder. If an answer is not given within said time limits, the grievance shall be deemed denied on the date that such answer was due, and the grievance may then be referred to the next step.

ARTICLE VI **EMPLOYMENT STATUS**

Section 6.1 Probationary Period. Each newly employed employee shall be deemed a probationary employee during her/his first three (3) months of continuous employment. Days lost from work during said three (3) month probationary period shall not be considered in computing the three (3) month period but shall not break the continuous employment. The Employer may, in its sole discretion, extend an employee's probationary period up to a maximum of ninety (90) days. The Employer will notify the Union in the event of an extension of the probationary period. During the probationary period, discipline, discharge, layoff or transfer of the employee shall be at the sole discretion of the Employer without recourse under this Agreement.

An employee shall not acquire any seniority status until the completion of her/his probationary period. Upon completion of the probationary period, an employee's seniority shall then be calculated from her/his date of employment.

A newly hired employee will be given a copy of her/his job description and informed of the starting wage rate.

Section 6.2 Seniority.

(a) Full-time, part-time and limited part-time employees who have completed their probationary periods shall have seniority. Employees shall have earned seniority for all time prior to the effective date of this Agreement in continuous employment with the Employer in any position requiring an employee to hold a professional nurse (R.N.) license. For all time on and after the effective date of the Agreement, seniority shall accrue as the length of continuous employment with the Employer in a position in the registered nurse bargaining unit covered by this Agreement and, subject to the provisions of 6.2(c), all-time in a position in the registered nurse bargaining unit at the Employer's Hospital for Specialty Care.

(b) The most recent date of total continuous service with the Employer, including any period of employment outside the bargaining unit, will continue to govern with respect to eligibility for service awards, leaves of absence, annual vacation accrual, educational assistance, and performance evaluations.

(c) The following will take effect if and when the bargaining unit at the Employee's Hospital for Specialty Care adopts a reciprocal provision. When a registered nurse relocates from the Employer's Hospital for Specialty Care to the Fatima facility the seniority of such employee immediately prior to the transfer shall be credited to such employee under this Agreement as if all seniority as of the time immediately prior to the transfer had been rendered at the Fatima facility and School of Nursing.

Section 6.3 Licensure/Certification. Each employee who is required by the Employer to be licensed or certified will advise the Employer of any revocation, suspension or other action affecting their license or certification.

Section 6.4 Discipline and Discharge. An employee who has completed her/his probationary period will not receive a written warning or suspension or be demoted or discharged without just cause. The Employer will make every reasonable effort to notify the Union within forty-eight (48) hours after a suspension or discharge, but the failure to do so shall not affect any disciplinary action taken. If the Union does not receive timely notice, the time limit for filing a grievance will be seventy-two (72) hours after such notification to the Union.

An employee who is required to meet with a supervisor or manager for the purpose of investigating circumstances that might reasonably lead to the employee being disciplined, or for the purpose of imposing discipline, shall be permitted to have a union representative present. In either instance, the supervisor or manager shall inform the employee of his/her right to have such a representative present; provided, however, that the failure of a supervisor or manager to so advise an employee shall not in and of itself negate or adversely affect any disciplinary action taken by the Hospital with regard to that employee. The supervisor/manager will postpone for a reasonable period of time any such meeting if a local representative is unavailable to attend.

The Employer shall notify the union and the employee simultaneously when imposing disciplinary suspensions and terminations. The Employer shall notify the Union as soon as is practical when the employee is placed on investigatory leave.

Should an investigation extend beyond fifteen (15) business days, the employee on investigatory leave shall be paid each day thereafter their base rate of pay for their regularly worked shifts, including shift differential, if any, until completion of the investigation. Such payment shall be made notwithstanding a finding of misconduct; however, if any employee is not cooperating with the investigation, the payments shall cease. Investigations should be completed expeditiously and in a reasonable amount of time. Upon request, the Employer shall update the Union on the progress of the investigation.

The Employer will not consider a prior infraction for purposes of issuing subsequent discipline, as long as (1) the prior infraction was not the subject of a final warning or suspension, (2) fifteen (15) months have passed from the date of the infraction with no subsequent write-ups, and (3) the prior infraction was not related to care or treatment (medical or service) of patients and their families/visitors may be considered for subsequent

discipline. Nothing in this Article shall require the Employer to remove write-ups from an employee's personnel file."

Loss of Seniority. Seniority and all rights and benefits under this Agreement shall terminate and be lost by the employee for the following reasons:

- (a) Voluntary resignation
- (b) Discharge in accordance with Section 6.4.
- (c) Failure on recall from layoff to report to work within seven (7) working days following the mailing of the notice of recall by certified mail to the employee to report to work.
- (d) After a layoff of twelve (12) months.
- (e) Other employment during a leave of absence, unless approved by the Employer, which approval shall not be unreasonably withheld.
- (f) Failure to return upon expiration of a leave of absence.
- (g) Absence from work for more than three (3) consecutive workdays without notifying the Employer before the expiration of said three (3) consecutive workdays.
- (h) Not performing any work for Employer for a period of one (1) year (365 days).

Section 6.5 Seniority Lists. The Employer will post and furnish to the Union, a seniority list within sixty (60) days of the signing of this agreement. A revised seniority list will be furnished to the Union and to the Local President effective the pay period ending closest to December 31, and June 30 of each year, unless, due to a reduction in the workforce, a list is otherwise required. An employee may protest her or his seniority within thirty (30) days after the list is posted.

Section 6.6 Layoff. When the Employer decides to reduce the workforce through a layoff, the Employer will designate the employees in the positions (job classification, unit, hours per week, and shifts) to be eliminated and the following procedures shall apply.

- (a) Employees who have been designated for layoff may fill an available bargaining unit vacancy provided they are "qualified". An employee will be required to fill an available vacancy for which she/he is qualified if it involves the same unit, number of hours per week, and shift as the position the employee held when the employee was designated for layoff.
- (b) If an employee does not fill a vacancy pursuant to the preceding paragraph, then the employee will have the option either to be laid off or, if qualified, to displace pursuant to the following order of displacement:
 - (i) The employee will have the option to displace either (a) the least senior employee in the employee's unit with the same shift irrespective of the number of hours per week, or (b) the least senior employee in the employee's unit with the same number of hours per week irrespective of shift;
 - (ii) If the employee does not displace pursuant to (i) above, the employee must displace the least senior employee in any unit with the same shift and the same number of hours per week;
 - (iii) If the employee is unable to displace pursuant to (ii) above, the employee must displace either (a) the least senior employee in any unit with the same shift irrespective of the number of hours per week, or (b) the least senior employee in any unit with the same number of hours per week irrespective of shift, the option of same shift or same number of hours per week to be the employees.

- iv. Employees who have been displaced as a result of the process set forth in paragraph (b)(i)-(iii) above, in seniority order, shall follow the procedure set forth in said paragraph (b)(i)-(iii).
 - v. Displacement into a particular unit shall be subject to a reasonable numerical limit as to the number of qualified nurses that the unit could absorb based on patient quality of care considerations, as determined by the Employer in its judgment. The reasonableness of the Employer's judgment regarding a reasonable numerical limit shall not be set aside unless it is determined to be arbitrary and capricious.
 - vi. In order to displace, an employee must be qualified and be more senior than the employee to be displaced. An employee who has been designated for layoff and is unable to displace will be laid off.
- (c) The term "qualified" as used in this Section 6.7 means that the employee has the present ability to perform the essential functions of the job and, with an orientation not exceeding fourteen (14) calendar days, could perform the full range of duties in a competent manner.
 - (d) An employee who has been designated for layoff must exercise available options under (a) and (b) above within twenty-four (24) hours of notification that he/she has been designated for layoff.
 - (e) The Employer will continue to pay its share of the cost of medical and dental insurance coverage during the first three (3) months an employee is on layoff, provided the employee continues to pay her/his share of the cost.

Section 6.7 Recall From Layoff. Notices of vacancies will be sent to employees on layoff with recall rights and such employees shall have the right to apply and be considered for vacancies along with active employees. If the vacancy is not filled through the internal vacancy filling process, employees in the job classification and unit where the vacancy exists who are qualified as defined in subsection 6.7 I above and who have recall rights will be recalled to the vacancy in order of their respective seniority. Such employees shall be recalled in order of their respective seniority. Recall rights shall apply for a period of one (1) year from the date of layoff, provided that an employee shall lose recall rights if she/he rejects recall to a position in her/his job classification and unit with the same shift and hours which the employee worked when she/he was laid off. While on layoff status, employees shall continue to be eligible to apply for vacant positions which are posted within the Fatima facility or the School or Nursing.

Section 6.8 Personnel Files. The Employer will maintain one official personnel file for formal personnel documents relating to an employee. An employee will be given reasonable access to his/her personnel file by prearrangement with the Human Resources office. An employee will be given a copy of any document to be added to his/her personnel file which is critical of the employee's performance or conduct. The employee will be required to initial a copy of any such document. Such shall signify that the employee is aware of the document but shall not signify agreement with its contents. Copies of grievance procedure papers (grievance, answers, and appeals) shall be included in a file separate from the employee's personnel file. Such papers shall not be considered in decisions regarding promotion, transfer or assignment.

The Employer will remove from an employee's personnel file documentation of disciplinary action which is neither a suspension nor a final warning if the employee has no other disciplinary action of any kind during the 15-month period following such disciplinary action, except that all documentation of discipline which relates to the care or treatment (medical or service) of patients and their families/visitors shall be retained in the employee's personnel file.

Section 6.9 Annual Evaluation. Each employee shall be evaluated annually. The employee will meet with the evaluating supervisor to discuss her/his performance/conduct. The employee will be given a copy of the official evaluation document. An employee who disagrees with the contents of the official evaluation document may submit a written statement which will be filed with the official evaluation document. The Employer shall have the right to determine the content and format of performance evaluations. The categories evaluated will take into account the duties and responsibilities included in the employee's job description. Except for disciplinary actions that are a consequence of evaluations, all matters relating to employee evaluations shall not be subject to the grievance and arbitration procedures in this Agreement.

Section 6.10 Vacancies. If the Employer decides to fill a vacancy in a bargaining unit position, the vacancy will be posted for a period of five (5) calendar days, inclusive of weekends and holidays. Among qualified employees of the Employer who apply for a Fatima facility vacancy, the vacancy will be awarded based on the comparative ability and performance (collectively the qualifications) of the applicants. As between two (2) or more employee applicants whose qualifications are relatively equal, the position will be awarded to the applicant with the most seniority. The Employer will select an internal bargaining unit applicant over an external applicant unless the external applicant is substantially more qualified. The Employer will provide intranet access, phone access or job posting boards listing all current bargaining unit vacancies.

An employee will not be eligible to bid on another bargaining unit position during his/her probationary period unless mutually agreed by the Hospital and the Union. An employee who has completed her/his probationary period may transfer up to four (2) times during a twelve (12) month period; provided, however, that an employee will not, in any case, be prohibited from bidding on a position on his/her unit.

Section 6.11 New Hire Orientation. The Employer will provide all newly hired employees with an orientation. The Employer, in consultation with nurse educators and preceptors, will determine the content and extent of the unit orientation for a new hire, taking into account the new hire's skills and nursing experience. Before taking an independent assignment, new hires will be oriented to essential unit policies and procedures, equipment, and location and the frequently occurring activities necessary for the new hire to function competently. All nurses are expected to support, guide, and serve as a resource to new hires and to work to provide a climate in which new I encouraged to seek their assistance when they have questions or are exposed to a policy or procedure which is new to them.

ARTICLE VII. HOURS OF WORK

Normal Work Schedule.

(a) The normal workweek shall begin on Sunday at 7:00 a.m. The normal workweek for full-time employees shall be thirty-two (32) consisting of either four (4) shifts of eight (8) hours or four (4) shifts of ten (10) hours, inclusive in both cases, of a thirty (30) duty-free minute meal period. An employee is entitled to receive one (1) fifteen (15) minute paid rest break during each full shift. Part-time employees working a shift of eight (8) hours or more shall be entitled to a duty-free thirty (30) minute meal period and one (1) fifteen (15) minute rest break. The Employer reserves the right, upon thirty (30) calendar days' notice to affected employees, to institute work schedules which provide varying work weeks, workdays, hours of work, shifts and/or starting and quitting times.

(b) **Shift Overlap** Effective as soon as practicable following October 1, 2008, all employees (excluding Quality Assurance Coordinators, In-service Instructors, and Instructors, School of Nursing, Utilization Review Nurse) shall be required to work an additional one-half hour per day. The basic shifts would be as follows:

Day Shift – 7:00 a.m. to 3:30 p.m.

Evening Shift – 3:00 p.m. to 11:30 p.m.

Night Shift – 11:00 p.m. to 7:30 a.m.

Employees (excluding Quality Assurance Coordinators, In-service Instructors, and, Utilization Review Nurse) who work a schedule different from the basic shifts (*i.e.* different work hours or different shift lengths, such as 10- or 12-hour shifts) will also be required to work an additional one-half hour per day.

(c) Notwithstanding any other provisions of this Agreement, effective upon implementation of shift overlap, all employees (excluding Quality Assurance Coordinators, In-Service Instructors, and ~~Instructors~~, Utilization Review Nurse) will receive an unpaid meal period. Whether paid or unpaid, meal periods shall not be counted as time actually worked for the purpose of computing eligibility for overtime.

Section 7.2 Employee Work Schedules. The parties recognize that the operating needs of the Employer require that the Employer be free to schedule employees consistent with those operating needs and consistent with the provisions of this Article. Before making any permanent schedule change, within a seven (7) day period following notice to the Union, the Employer will meet and confer with the Union regarding the permanent schedule change. An employee will be given thirty (30) calendar days' notice of any permanent schedule change. The Employer will first seek volunteers from among the employees in the group affected by a schedule change and, if there are not sufficient volunteers, will either select the least senior qualified employees from among such employees or rotate the assignment until the next vacancy arises on that shift at which time the rotated hours will be the posted position. Work schedules will normally be maintained so that a department continuously has four (4) weeks of current time schedules. In the event of conflicting requests within a particular unit, preference normally will be given to the most senior employee; however, the Hospital reserves the right to deny a request by the more senior employee if the junior employee has a preapproved unmovable event or for legitimate patient care needs. The Employer will make a good faith effort to avoid making changes in posted schedules. However, if the Employer determines that, due to unusual circumstances, operating needs require an employee's or employees' schedule(s) to be changed, the employee(s) on the unit affected will make a good faith effort to accommodate the change. If despite such good faith effort, the Employer's needs are not accommodated, the Employer may proceed with the schedule change(s) and the employee(s) affected will have the right to grieve the appropriateness of the change(s). Any such schedule change(s) will, to the extent practicable, be rotated equitably among available staff. An employee may exchange a work schedule with another qualified employee with the knowledge and consent of the employee's supervisor.

Section 7.3 Weekends. Employees who are assigned to work weekends will not be required to work more than twenty-six (26) weekends in a calendar year and will normally be scheduled so that they receive every other weekend (7:00 a.m. Saturday to 7:00 a.m. Monday) off. Notwithstanding the foregoing, employees may be hired or may fill positions which involve them working more frequently than set forth above and current employees may volunteer to work more frequently than set forth above. Weekend work applies to all work areas and departments as the Employer, its sole judgment, deems warranted.

Section 7.4 On-Call. The Employer reserves the right to require employees to be on-call in any unit as the Employer in its sole judgment deems warranted. On-call occurs when the Hospital assigns an employee who is not assigned to work to be available during a period of time established by the Hospital to come into work.

Section 7.5 Rotation. The Employer reserves the right to require employees to rotate among day, evening and night shifts, provided that, except when operating needs require, an employee will not be assigned to work a day, an evening and a night shift in the same workweek. To the extent practicable, the Employer will use its best efforts to keep rotation to a minimum. However, rotation may be required when the Employer determines that there is not a sufficient number of current employees who are willing to work permanent evening and night shifts. If the Employer is seeking to fill a vacancy in a unit or work area where employees are rotating, the Employer will endeavor to hire a qualified employee to work a permanent evening or night shift. The Employer will distribute rotation assignments equitably among available qualified employees in each unit.

Section 7.6 Floating. The Employer will consider available resources, employee qualifications and experience and patient care needs when making floating assignments. An employee who is floated to a different unit will not be required to perform any duties which the employee is not competent to perform. The Employer will distribute floating assignments equitably among employees on a shift within a unit in order of inverse seniority on a rotating basis who possesses the necessary qualifications and experience. Employees shall not be required to float to positions other than positions of their own job classification. An employee who has been rotated will not be required to float unless there is no qualified employee on the unit to float. The Employer may require employees to float when the department or unit to which they are floated is understaffed or when the department or unit from which they are floating is overstaffed.

If a unit-based registered nurse is involuntarily floated, s/he will not be backfilled by another registered nurse. Backfilling means floating a unit-based registered nurse and then replacing him/her in the unit/department from which s/he floated with another registered nurse outside the unit/department on the same shift as the float.

Float pool nurses and per diem nurses who have the requisite clinical skill and who are on duty in a unit from which a nurse will be floated shall be floated before a regular staff nurse from that unit is required to float.

ARTICLE VIII. OVERTIME

Section 8.1 Overtime Pay. Time worked in excess of forty (40) hours in one week will be paid at time and one-half. With regard to daily overtime, such time worked will be paid at the overtime rate, provided the employee works fifteen (15) minutes or longer past the end of their shift, in which case all hours worked past the end of the employee's shift will be paid at time and one-half. Notwithstanding the above, if a nurse stays past the end of their shift for less than fifteen (15) minutes past the end of their shift either at the direction of management or under the approval of management, that time will be paid at the overtime rate".

Section 8.2 No Duplication or Pyramiding. There shall be no duplication or pyramiding of overtime or premium pay.

Section 8.3 Paid Time as Hours Worked. Only planned earned time and paid holidays off which fall on days on which the non-exempt employee would have worked will be treated as hours worked for purposes of computing eligibility for overtime. Unplanned earned time and all other paid and unpaid time shall not be treated as hours worked for such purposes.

Section 8.4 Mandatory Overtime. A volunteer sign-up sheet for extra hours shall be posted in each unit/department with each work schedule. In accordance with current practice, extra hours will be assigned equitably among volunteers, first among those who would not be working at overtime and then, if there are none left to work at straight time, among those who would be working at overtime. Such volunteers shall be assigned to work extra hours before any employee is mandated to do so.

Before mandating an employee to work overtime, qualified volunteers will be sought from among regular and per diem employees, both on and off duty, on the unit and shift, if the need arises, from an availability list that will be updated regularly. If there is not sufficient time prior to the start of the shift to contact such employees and an employee is mandated to work overtime, efforts will continue to contact such employees, to determine if they will work all or part of the remainder of the shift. Mandatory overtime shall not be used unless volunteers have been sought, as described above. In the absence of a volunteer, an employee who is mandated will remain on duty unless and until relieved by another employee. When the Employer knows at least twenty-four (24) hours in advance that an open shift will need to be filled, every reasonable effort will be made to fill it in advance so that an employee will not be required to work a double shift.

When the Employer determines that an employee may be needed to work mandatory overtime, the Employer will notify the qualified employee on the unit who is on duty and has not worked overtime for the longest period of time that she/he may be required to work the shift in the absence of a volunteer.

During a contract year (August 1 through July 31), if a nurse has worked overtime (whether voluntary or mandatory) of at least four (4) hours beyond the end of her/his scheduled shift (of at least eight (8) hours) on eight (8) occasions, during the remainder of the contract year, such nurse will be paid at the rate of double time, instead of time and one-half, for additional such instances of overtime of at least four (4) hours beyond the end of her/his scheduled shift (of at least eight (8) hours).

Except in extenuating circumstances, an employee who works a mandatory double shift and who is scheduled to work another shift within sixteen (16) hours after the end of the double shift will have the option to be relieved without pay from working the other shift.

ARTICLE IX.

SALARIES AND DIFFERENTIALS

Section 9.1 Pay Scales. The pay scales that will be in effect during the term of this Agreement are set forth in Appendix B.

A. **Newly Employed Employees.** The initial salary placement on the salary schedule of a newly employed non-exempt employee shall be determined by the Employer based upon its assessment of the employee's prior work experience, education, special training, and other job-related qualifications.

The first payroll period after January 1, 2020, each full-time and regular part-time nurse shall receive a lump sum payment of \$350, less all legally required deductions and withholdings. The first payroll period after January 1, 2021, each full-time and regular part-time nurse shall receive a lump sum payment of \$350, less all legally required deductions and withholdings.

Section 9.2 Step Increases. All non-exempt employees shall progress on the pay scale each October for each contract year unless otherwise specified in this Agreement. All step increases shall be subject to the employee's performance being satisfactory.

Section 9.3 Market Increase Adjustments. The Employer reserves the right, in its sole discretion, to implement market increase adjustments for particular job classifications. The Employer will give the Union advance notice of any market increase adjustment.

Section 9.4 Shift Differential.

(a) **Eligibility.** Any non-exempt employee whose scheduled shift includes at least four (4) hours after 3:00 p.m. will be paid evening shift differential for all hours worked after 3:00 p.m. Any non-exempt employee whose scheduled shift includes at least four (4) hours after 11:00 p.m. will be paid night shift differential for all hours worked after 11:00 p.m. Current payroll practices will continue to apply with regard to the payment of evening shift differential to day shift employees who work into the evening shift and to evening shift employees who work into the night shift.

(b) **Evening Differential.** Effective at the start of the first payroll period after October 1, 2008, the shift differential for the evening shift (3:00 p.m. to 11:30 p.m.) shall be \$1.20 per hour. Effective at the start of the first payroll period after October 1, 2010, the evening differential will increase to \$1.25

(c) **Night Differential.** Effective at the start of the first payroll period after October 1, 2008, the shift differential for the night shift (11:00 p.m. to 7:30 a.m.) shall be \$2.40 per hour. Effective October 1, 2019, the night differential shall be increased to \$2.75 per hour.

Section 9.5 Weekend Differential. The applicable weekend differential for non-exempt employees and exempt employees who are required to regularly work weekends is \$3.50 per hour. The weekend differential shall be paid to such employees for all regularly scheduled hours worked between 7:00 a.m. Saturday and 7:00 a.m. Monday.

Section 9.6 On-Call Pay. Effective at the start of the first payroll period after October 1, 2008, in any area or department in which the Employer decides, in its sole discretion, to establish on-call, the Employer will pay employees who are assigned to be on-call at the rate of \$2.25 per hour during such on-call period. Effective October 1, 2019, the on-call rate shall be increased to \$2.75 per hour. If called in to work, the employee will be paid at the rate of time and one-half the employee's base rate of pay for all hours worked, but not less than for four (4) hours, provided that an employee will not be paid for more than two (2) callbacks during any eight (8) hour on-call period. The on-call rate shall not be paid during the time an employee is actually working.

Section 9.7 Float Differential Effective upon the ratification of this Agreement, any employee assigned to float from one unit to cover patient care needs in another unit shall be paid a floating differential of \$1.75 for all hours worked during the floating assignment

Section 9.8 Charge. An employee who is assigned by the Employer to be in charge of a unit for a full shift or part thereof will be paid a charge premium of \$1.40 per hour for such duty, provided that not more than one (1) employee per charge assignment may receive the premium at a time

Section 9.9 Time Recording. Employees are responsible for ensuring that they use the time recording devices both at the start of their shift and at the end of their shift and that their entry has been recorded. In cases of a verified mechanical failure of the time recording device, employees will receive their pay as soon as practicable and will not be required to wait until the next pay period.

Section 9.10 Preceptor Provision. Nurses who successfully complete the Employer's training program, and maintain competency, and who are designated and assigned as preceptors, will be paid one dollar and twenty-five cents (\$1.25) per hour premium for such duty during each shift the nurse is so assigned. Continued participation as a preceptor will be based on evaluations of preceptors, as assessed by the Employer.

Section 9.11 Sleep Time. Sleep time of up to eight (8) hours shall be offered to employees required to take on call. The Hospital shall endeavor to find suitable sleeping arrangements for a nurse who is on call. Notwithstanding the above, management reserves the right to require the nurse to start their next shift as scheduled, provided that the nurse has a reasonable belief that such request allows him/her to work in a safe fashion.

ARTICLE X **HOLIDAYS**

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Victory Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Section 10.1 Paid Holidays. Full-time employees will be eligible for the following eleven (11) paid holidays: One (1) Floating Holiday (not counted in holiday work rotation)

A part-time or limited part-time employee will be eligible only for those named paid holidays which fall on the employee's regularly scheduled workday. If a holiday falls during an employee's leave of absence, no holiday pay or substitute holiday off with pay will be granted.

The holiday will be celebrated on the holiday itself for units that are open on the holiday and will be celebrated on the day on which the holiday is celebrated by the State of Rhode Island for units that are not open on the holiday.

Holiday time is not cumulative and must be taken within thirty (30) days before or ninety (90) days after the holiday. The Hospital will schedule the employee for such holiday time, and if it fails to do so, will pay out the holiday time to the employee.

Section 10.2 Holiday Pay. Holiday pay shall be computed on the basis of the employee's base rate plus shift differential, if the employee is regularly assigned to the evening or night shift, multiplied by the number of hours which the employee would have worked that day had it not been a holiday.

Section 10.3 Holiday Scheduling. Each employee will be expected to work her/his fair share of named holidays. The fair share scheduling will be in accordance with existing practices of individual units. The holiday rotation schedule will be posted by January 15 of each year. It may be superseded or changed if operating needs so require in the sole judgment of the Employer. In the event that an employee's holiday work commitment conflicts with her/his weekend off, the holiday commitment prevails. The Employer will endeavor not to schedule an employee to work a particular major holiday (i.e., New Year's Day, Thanksgiving Day, Christmas Day) two (2) consecutive years. The Employer will endeavor not to schedule an employee to work both a shift that begins on the day before a major holiday and a shift that begins on that major holiday.

Section 10.4 Work on a Holiday. An employee who works the holiday will be paid for all hours worked on the holiday. In addition, a full-time employee will receive a substitute day off with pay. A part-time employee will receive either pay for the holiday or a substituted day off with pay, at the part-time employee's option. Time worked in excess of a regular shift of at least eight (8) hours on a holiday will be paid at two and one-half (2½) times the employee's regular rate.

Section 10.5 Holidays Which Fall on a Day a Full-Time Employee Is Not Scheduled to Work. If a holiday falls on a full-time employee's regular day off, the employee will receive a substitute day off with pay.

**ARTICLE XI.
EARNED TIME OFF**

Section 11.1 Earned Time Off (ETO) Accrual

Length of Continuous Employment	Rate of Accrual per Paid Hour	Maximum Weekly Accrual	Maximum Annual Accrual
0-10 years	.0962 hours	3.85 hours	200 hours
Limited Part Time (LPT)	.0576 hours	.923 hours	48 hours
11-25 years*	.1155 hours	4.62 hours	240 hours
Limited Part-Time (LPT)	.0769 hours	1.23 hours	64 hours
25 + years	.13475 hours	5.39 hours	280 hours
Limited Part-Time (LPT)	.0961 hours	1.54 hours	80 hours

Full-time, part-time and limited part-time employees are eligible to accrue Earned Time Off (ETO) immediately upon employment or transfer to full-time, part-time or limited part-time status. Employees are not eligible to use ETO until they have completed 90 days of employment. ETO is the total time formerly calculated as vacation, sick and personal days.

Employees will accrue ETO based on the schedule below and based on hours paid. Hours paid will include planned earned time and paid holiday time but exclude unplanned earned time and all other paid time off.

ETO will not accrue during leaves of absences (whether paid or unpaid) or for any non-paid hours.

Employees will cease to accrue ETO after Fifty-Two (52) weeks in a calendar year. Earned Time Pay (ETO). Eligible employees will accrue ETO on a maximum of 40 hours per week ETO pay shall be computed at the employee's base rate of pay plus any applicable shift differential is the employee is assigned to work a permanent evening or night shift. An employee may receive ETO pay before commencing vacation provided the employee has so requested at least (3) three weeks in advance.

Section 11.2. Maximum Accumulation. An employee may accumulate accrued ETO to a maximum of not more than 1.5 times the employees annual ETO accrual. Any bargaining unit member whose balance reaches the cap will not lose accrued ETO will not accrue any additional time until accrual is below the cap. However, to facilitate a transition to ETO, an employee whose balance is above the cap as of January 2, 2011, will be permitted to continue to accrue ETO until April 30, 2011, up to a maximum of not more than 1.75 times the employee's annual ETO accrual. On May 1, 2011, the 1.5 times annual ETO accrual cap will apply to all employees.

Section 11.3. Scheduling (Fatima Facility). Newly employed employees may use accrued ETO after completing the probationary period. Use of accrued ETO must be approved in advance by the employee's immediate supervisor. Each immediate supervisor will determine the maximum number of employees who may be scheduled off at any time based on the immediate supervisor's determination of staffing needs. ETO requests must be received by a deadline established by the unit which shall not be later than April 1. Such requests will be answered by April 15 and will cover the 12-month period beginning May 1 (the "vacation year"). ETO requests received after the unit deadline for submission of requests will be considered on a first-come, first-served basis after those which were submitted by the deadline. In the event of conflicting requests within a particular unit, preference shall be given to the employee with the greatest seniority. ETO schedules shall be posted no later than May 1st of each year. During prime time (June 1 through Labor Day) preference shall be given to requests for whole weeks. When considering requests for ETO during prime time, the Employer will first accommodate as many nurses within a unit as it can for ETO up to two (2) weeks in duration and then, if any additional ETO can be granted during prime time, further requests will be considered.

Section 11.4 Terminal Earned Time Off Pay. In compliance with Rhode Island state law, employees who have completed 12 months of service are entitled to receive pay for any accrued and unused ETO upon termination of employment.

Section 11.5 Annual Earned Time Off (ETO) Cash Out. An employee will be eligible to cash-out a portion of his/her accrued ETO annually in accordance with the chart below:

Years of Service	Maximum Cash-Out Allowance
0-10 years	40 hours
10-25 years	68 hours
25+ years	80 hours

In order to cash out unused ETO hours accrued in a calendar year, an employee must make an irrevocable election on a form provided by the Hospital during open enrollment of the calendar year preceding the year in which the ETO is accrued. Any future ETO hours that the employee elects to have paid out will not be eligible for use. To be eligible to make such an election, an employee must have an ETO balance as of the time of the election equal to or greater than 50% of his/her annual ETO accrual. An eligible employee will receive such ETO payment on the last pay period in November of the ensuing calendar year. If at the time payment is due, the employee has not accrued ETO hours equal to the amount elected, the employee will be paid in cash for only the amount accrued.

Section 11.6 Unplanned Earned Time Off (ETO) Eligibility. An eligible employee who is prevented from working by reason of her/his personal illness or disability will use accrued ETO for otherwise scheduled working time. ETO will be paid at an employee's base rate plus shift differential for employees who are assigned to work permanent evening and night shifts. To be eligible to receive unplanned earned time, an employee (a) must notify her/his supervisor at least one (1) hour before her/his assigned day shift or at least one (1) hour before his/her assigned evening or night shift, unless in either case her/his failure to give such notice is for reasons that are satisfactory to the Employer; (b) must furnish a medical certificate from the employee's physician if the Employer has reason to believe that the attendance policy is being abused or that such certificate is necessary to ensure that an employee is medically fit to return to work; (c) must be cleared by the Employee Health Clinic if the illness exceeded three (3) days; and (d) must not be receiving worker's compensation benefits. This section shall be administered in accordance with employees' statutory leave time as described in the Rhode Island Sick and Safe Leave law.

ARTICLE XII. INSURANCE

Section 12.1 Life Insurance. Effective the 1st day of the month following the date of hire, full-time employees and part-time employees who are regularly scheduled to work twenty (20) or more hours per week will be eligible for participation in the Employer's group life insurance program. An employee who works at the Fatima facility will receive coverage equal to one and one-half times the employee's annual salary, rounded upward to the next one thousand dollars. Exempt employees will receive coverage equal to two times the employee's annual salary, rounded upward to the next one thousand dollars. Changes in insurance coverage shall be effective on the first day of the month following the effective date of any salary change.

Section 12.2 Group Medical. Effective the 1st day of the month following the date of hire, full-time and part-time employees who are regularly scheduled to work twenty (20) or more hours per week will be eligible to participate in the Employer's medical insurance program. The Employer's medical insurance program consists of a Preferred EPO, Limited PPO, Premier PPO, and a Value Plan.

Effective in plan year 2021, bargaining unit employees shall participate in the Prospect Wellness Plan. The terms of the plan shall be consistent with those set forth in the 2019 employee benefits guide and shall remain in effect for the life of this Agreement. Prospect's spousal eligibility rules for benefits shall continue to apply to bargaining unit employees. For purpose of those rules, effective with plan year 2020, a spouse who is eligible to participate in a medical plan through their own employer but not a dental or vision plan, the spouse shall be eligible to participate in Prospect's dental/vision coverage.

Employees who are seen by physicians at Our Lady of Fatima Hospital shall not be charged any co-pays or fees that are not called for by the plan design, provided that in the event of a situation where an employee is charged in a manner inconsistent with plan design, the employee promptly brings the issue to the attention of HR as soon as is practical, with the supporting documentation, for resolution.

Employees and the Employer will share the premium cost of the plans on the following basis:

	Health Insurance	
	Employer	Employee
Full-time	85%	15%
Part-time	70%	30%

	Dental Insurance	
	Employer	Employee
Full-time	85%	15%
Part-time	70%	30%

Section 12.3 Long Term Disability. The Employer will provide long-term disability insurance with the same benefits and waiting period as in effect on the date of this Agreement.

Section 12.4 Flexible Reimbursement Accounts. Employees may participate in the Employer’s programs which permits pre-tax deductions from salary to pay medical, dental and/or dependent care expenses.

Section 12.5 Group Dental Insurance. Effective the 1st day of the month following the date of hire, full-time and part-time employees who are regularly scheduled to work twenty (20) or more hours per week will be eligible to participate in the Employer’s Dental insurance program, which consists of the Employer’s current Standard plan. The dental plan, effective with the 2020 plan year, shall be made available to the spouse of a bargaining unit employee who is otherwise ineligible for participation in the Prospect healthcare plan due to the spousal eligibility rules.”

Section 12.6 Refunds and Dividends The Employer shall be entitled to any dividends or refunds in connection with the insurance programs.

Section 12.7 Changes in Insurance Programs The Employer may make the following changes to its health care plans:

Deductibles: Increase by no more than \$125. Per year.

Out of Pocket Maximums: Increase by no more than \$400. Per year.

PCP and Specialty Co-Pays: Increase by no more than \$10. Per year.

Inpatient/Outpatient Co-Pays: Increase by no more than \$25. Per year.*

Prescription Co-Pays: Increase by no more than \$5 per level per year.**

*Waived if using CharterCARE owned physicians or IPA’s.

**Waived if using CharterCARE facilities and having satisfied the deductible requirements.

Nothing herein shall preclude the Employer from making additional changes to carrier, eligibility, coverage, benefits or cost of the insurance programs, provided such changes provide benefits that are substantially equivalent to those in effect as of the date of this Agreement.

Section 12.8 Insurance Policies and Contracts Govern. It is understood that the Employer may itself operate the insurance programs in this Article or instead may maintain policies or contracts with insurance companies which will administer said programs. In the event that the Employer maintains policies or contracts with insurance companies which will administer said programs, the following provisions shall apply. The benefits and eligibility requirements under these programs shall be as fully provided in the applicable insurance policies and contracts. The benefits under such programs shall be subject to such conditions and limitations as are set

forth in the policies or contracts of insurance. Any disputes concerning eligibility for or payment of benefits under any such policies or contracts shall be settled in accordance with the terms thereof and shall not be subject to arbitration hereunder.

Section 12.9 Federal or State Legislation Should any federal or state legislation be effective during the term of this Agreement providing benefits paralleling any of those provided under this Article and imposing the cost thereof on the Employer, then and to that extent the parallel benefits provided under this Article shall cease and become inoperative, and the Employer shall be relieved of the cost thereof.

Section 12.10 Union Health Insurance Liaison. The parties agree to the recognition of a Union Health Insurance Liaison, whose responsibility will be as follows:

1. To address and attempt to resolve bargaining unit health insurance problems as they occur.
2. To work in a cooperative fashion with the designated Hospital representative assigned to address health insurance claims problems/issues.

ARTICLE XIII. OTHER BENEFITS

Section 13.1 Miscellaneous Benefits. The Employer provides an employee assistance program and discounts for Hospital services. No change will be made in these programs without first advising the Union and, upon request, fulfilling any bargaining obligations the Employer may have.

Section 13.2 Jury Duty Pay. An employee who has completed her/his probationary period is eligible for jury duty pay. The Employer will pay an employee the difference between the amount received for jury duty and the amount the employee would have earned at their base rate of pay plus shift differential for employees who are assigned to work permanent evening and night shifts for each day of jury service on which the employee was scheduled to work. To be eligible for pay under this section, an employee must furnish documentary evidence from the court which sets forth the amount of such fees received by the employee as a juror.

Section 13.3 Subpoena Pay. An employee who is subpoenaed and appears as a witness in any court or agency proceeding which arose out of or as a result of the employee's employment will be paid at her/his base hourly rate for the time required for such appearance and testimony.

Section 13.4 Bereavement Leave. A full-time or part-time employee who has completed thirty (30) days of continuous employment and who suffers a death in the family will be granted time off without loss of pay, not to exceed a maximum of three (3) scheduled workdays. Such leave will be allowed within seven (7) days after the date of death. "Day" for purposes of this section is defined as the length of the employee's normal shift (e.g., eight (8) hours, ten (10) hours, or twelve (12) hours.

Family includes parent, spouse, brother, sister and child, daughter-in-law, son-in-law, father-in-law and mother-in-law, brother-in-law, sister-in-law, or grandparent.

An eligible employee who needs additional time off from work beyond that set forth above may request additional bereavement leave which may be granted or denied in the sole discretion of the Employer. Any request will be given fair consideration by the Employer. If granted, the employee will use their vacation and personal time and, if none, will be placed on excused absence or personal leave of absence.

Section 13.5 Annual Military Reserve Training. A full-time employee who has completed at least twelve (12) continuous months of employment and who is required to attend annual military reserve training as a member of the Armed Force Reserves or National Guard will be paid the difference between the employee's military training pay received for the period of training and her/his regular pay computed at the employee's base rate plus shift differential for employees who are assigned to work permanent evening and night shifts, and

based on the regularly scheduled hours which the employee would have worked during the period. An employee shall not receive supplemental pay for more than fifteen (15) days on which the employee would have worked in any calendar year. Payment will be made following receipt of documentation evidencing the military pay received.

Section 13.6 Educational Assistance The tuition assistance benefit for courses which commence on October 1, 2008, shall be as follows: Full-time maximum benefit of \$3,000; part-time maximum benefit of \$1,500.

Section 13.7 Mandatory In-Service Education Programs. Employees are required to attend mandatory in-service education programs for their area of practice. Employees who are unable to attend a scheduled mandatory program will be required to attend a make-up program as scheduled by the employee's supervisor no later than 30 days before the deadline for completion of such mandatory program. An employee who fails to successfully complete a mandatory program associated with her/his area of practice within required time frames will not be allowed to continue to practice in her/his position until such mandatory program has been successfully completed. The employee's supervisor shall provide written notice of the make-up program and written notice that failure to attend the program will result in the employee not being allowed to continue to practice in her/his position until she/he has successfully completed the mandatory program. The Employer will make mandatory programs accessible to employees during paid time. The Employer will make available to employees a schedule of in-service program offerings.

Section 13.8. Hospital Retirement Plan The Hospital will maintain the current Section 401(k) Retirement The Plan Document will govern all participation and benefit issues. This plan will include the following provisions:

Section 13.9 All employees shall be eligible to participate in the plan, commencing on date of hire, subject to age restrictions or other requirements imposed by the plan.

Upon ratification of this Agreement, the Employer will take prompt steps to amend the 401(k) plan to provide that all bargaining unit employees are automatically enrolled in the 401(k)-plan beginning with the plan year 2020.

ARTICLE XIV **CLOSINGS AND TRANSFERS**

Section 14.1 Closures and Relocations. If the employer decides to close a unit or department in which bargaining unit employees are employed or to relocate it to the Employer's Specialty Care facility, the Employer will notify the President of the Union at least forty-five (45) days in advance of implementation of the decision and, upon request, meet with the Union to discuss the effects of the decision upon bargaining unit employees.

Section 14.2 Preference for Vacancies. An employee who is laid off as a result of closing a unit or department will be given preference for bargaining unit vacancies in the classification the employee held at the time of layoff, provided the employee is qualified as defined in Section 6.7(c).

Section 14.3 Temporary Transfers. An employee who is transferred temporarily to another facility of the Employer will retain her/his bargaining unit status. A non-bargaining unit employee from another facility of the Employer who is transferred temporarily to the Fatima facility or School of Nursing to perform work within the scope of the work performed by bargaining unit employees will retain her/his non-bargaining unit status.

ARTICLE XV
LEAVES OF ABSENCE

Section 15.1 General. Leaves of Absence are continuous periods of absence from work, whether paid or unpaid, for the reasons set forth in this article.

Section 15.2 Medical Leave. A leave of absence for personal illness or injury will be granted up to the maximum period shown in the following schedule:

<u>Employment</u>	<u>Length of Continuous</u>	<u>Maximum Leave</u>
1 year - 5 years		26 work weeks
5 years - 10 years		39 work weeks
10 years		52 work weeks

An employee who returns from a Medical Leave during the first thirteen (13) workweeks of the leave, will be reinstated to the position which the employee held at the start of the leave or an equivalent position. While the Hospital cannot guarantee reinstatement beyond thirteen (13) weeks, the Hospital will make every reasonable attempt to cover the period of the leave beyond thirteen (13) weeks with staff who are willing to pick up additional straight-time hours or with a temporary employee. If an employee is returning from a leave which has extended beyond thirteen (13) workweeks, and which was not covered for the full period of the leave beyond thirteen (13) weeks, the employee will be offered the opportunity to fill available vacancies for which the employee is qualified. If there are none, the employee will be eligible to bid on vacancies which arise for a period set forth under the Maximum Leave listing herein for which the employee is eligible.

Employees who have worked for the Employer for at least twelve (12) months and for 1,250 hours in the year preceding a requested leave may, upon documentation of medical necessity, take such leave on an intermittent or reduced schedule basis for up to twelve (12) workweeks during any twelve (12) month period, meaning a “rolling” twelve (12) month period measured back from the date the employee uses such leave. Intermittent leave is defined as non-consecutive leave; reduced schedule leave allows an employee to reduce the usual number of hours worked per week or per day. At the Employer’s option, employees utilizing intermittent or reduced schedule leave may be transferred temporarily to an alternative equivalent position which better accommodates recurring periods of leave. A workweek for purposes of this section is defined as the number of hours an employee is regularly scheduled to work during a seven (7) day period Sunday 7:00 a.m. through Sunday 7:00 a.m.

An employee will be required to furnish a completed physician or practitioner certification form as a condition of being granted a medical leave of absence and of being reinstated and must be cleared by Employee Health before returning to work. If the employer has reason to doubt the validity of a medical certification, it may require the employee to obtain a second medical opinion at the Employer’s expense. The Employer may designate the physician to furnish the second medical opinion, but that physician may not be employed on a regular basis by the Employer. The Employer may not regularly contract with or otherwise regularly utilize the services of the physician furnishing the second medical opinion. If there is a disagreement between the employee’s health provider and the Employer-designated physician, the employee will be evaluated by a third healthcare provider selected by the Employer and the employee. The third opinion shall be at the Employer’s expense and shall be final and binding. If the employer requires the employee to obtain a second or third medical opinion, the Employer must reimburse an employee or the family member for any reasonable out-of-pocket travel expenses incurred, to obtain the second or third medical opinion. The Employer may not require the employee or family member to travel outside normal commuting distance for purposes of obtaining the second or third medical opinion, except in very unusual circumstances.

An employee on a continuous leave of absence shall have their health benefits continued for the first twenty-six (26) weeks of such leave at the then-current cost of such coverage. Thereafter, and until the employee either returns to work or leaves the employ of the Hospital, the employee shall be eligible for health coverage consistent with the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”). During such time the employee is on leave, he/she shall be required to pay his/her share of the premium, whether under the Hospital plan or COBRA. If premiums are not paid within one month of the date they become owing, benefits for the employee shall be ceased.

Section 15.4 Parental/Family Leave. Leaves for purposes of maternity, adoption, child-rearing and for the serious health condition or death of a member of the employee’s immediate family (parent, spouse, child, parent-in-law) will be granted for up to thirteen (13) workweeks and employees will be reinstated to the position which they held at the start of the leave. If an employee is returning from a leave which has extended beyond thirteen (13) workweeks, the employee will be offered the opportunity to fill available vacancies for which the employee is qualified. If there are none, the employee will be eligible to bid on vacancies which arise for a period of twelve (12) months from the date the employee is available to return to work. Sick time and vacation time accruals and benefits continuation shall be as set forth in Section 15.2 above. Intermittent and reduced schedule leave as defined in Section 15.2 above shall be available to an employee to care for a member of the employee’s immediate family with a serious health condition. If possible, the employee’s schedule should meet the needs of the employee and the Employer. Intermittent and reduced schedule leave for other parental/family reasons shall be subject to the Employer’s approval in its sole discretion. Medical certification may be required for leaves due to a serious health condition of a member of the employee’s immediate family.

The maximum leave time an employee may take during any twelve (12) month period for medical and parental/family reasons is the maximum leave time shown in the schedule in Section 15.2.

Section 15.4 Industrial Accident Leave. An employee who is absent because of an industrial accident will be granted a leave of absence for up to one (1) year. Reinstatement shall be in accordance with Rhode Island law. Sick time and vacation time accruals shall be as set forth in Section 15.1 above. Benefit continuation shall be in accordance with Rhode Island law.

Section 15.5 Educational Leave. Subject to the Employer’s operating needs, as determined by the current educational policy as identified in the Hospital’s policy #HR-500-00010-C , a leave of absence for educational purposes may be granted by the Employer for a period up to the applicable maximum period shown in the schedule in Section 15.1 above. Available accrued vacation time must be used during an education leave. There is no accrual of paid time off for vacation or sick leave during such a leave. The full cost of insurance benefits, to the extent that such are available to employees during an educational leave, shall be paid by the employee. The Employer will not hold open the position the employee held at the start of the leave and the employee is not assured of reinstatement at the end of the leave.

Section 15.6 Personal Leave. Subject to the Employer’s operating needs, as determined by the Employer, a personal leave of absence may be granted by the Employer for compelling personal reasons for a period not to exceed thirteen (13) weeks. Available accrued vacation must be used during a personal leave of absence. There is no accrual of paid time off for vacation or sick leave during such a leave. The full cost of insurance benefits, to the extent that such are available to employees during a personal leave, shall be paid by the employee after thirty (30) days. The Employer will not hold open the position the employee held at the start of the leave. The employee is not assured of reinstatement at the end of the leave.

ARTICLE XVI
JOINT COMMITTEE

Section 16.1 Joint Committee Meetings. There shall be a joint labor-management committee comprised of not more than five (5) representatives of each party. The committee will meet quarterly or more frequently if mutually agreed, to discuss matters of mutual interest, including issues relating to the parties' relationship, and administration of the Agreement. The committee is not a forum for dealing with grievances, for addressing negotiations or for addressing negotiable matters. Agenda items may be proposed by either party and will be exchanged between the Chief Human Resources Administrator and the President of the Union and agreed upon one (1) week prior to a scheduled meeting.

Section 16.2 The parties agree to dedicate a portion of each joint labor-management committee meeting to answering and addressing questions raised by the Union and/or bargaining unit nurses regarding the Prospect health and welfare plans. The Union is encouraged to add such items to the agenda ahead of each meeting. Job Description Revisions. Any proposed change to the job descriptions of bargaining unit members shall be presented to the Joint Committee for the Joint Committee's consideration and recommendation. The Employer shall consider any written Joint Committee recommendations prior to implementing any proposed change. If the person authorized by the Employer to implement any proposed changes to job descriptions of bargaining unit members is not a member of the Joint Committee, then that person shall set forth in writing reasons for adopting or not adopting any recommendation of the Joint Committee.

Section 16.3 Professional Councils. The parties acknowledge that the Nursing Administration utilizes professional councils which, with employee participation, assist Nursing Administration with certain matters affecting the health care delivery system. It is not the purpose of these councils to make final decisions regarding terms and conditions of employment. The Employer, in its judgment, after consultation with the Union, may add new councils, eliminate existing councils and make changes regarding any aspect of the councils, including, but not limited to, council policies and procedures. Neither such actions nor any aspect of the councils' work shall be subject to the grievance and arbitration procedure of this Agreement.

ARTICLE XVII
HEALTH AND SAFETY

Section 17.1 The Employer will comply with all laws and regulations relating to employee health and safety. Employees are expected to report immediately any condition which may be unsafe or unhealthful. Equipment and supplies needed to perform the job safely will be provided to employees by the Employer. Governmentally required tests and/or immunizations from exposure and contact with infectious diseases and hazards in the workplace will be provided to employees at no cost to employees.

The parties recognize the obligation to provide a safe working environment. The Hospital is committed to provide a continuum of high-quality healthcare that is sensitive to the needs of individuals in Rhode Island and to improve the health of its communities. The Hospital recognizes professional nurses and other direct care employees play a key role in satisfying this commitment. The Hospital further recognizes and is committed to, providing a safe and secure workplace for these caregivers.

To this end, the Hospital agrees to the following in furtherance of its commitment to the prevention of workplace violence;

- 1) The Hospital acknowledges that a safe and secure workplace is an element of providing optimal service as a community hospital and maintaining an effective collective bargaining relationship as those terms are used in Article 16 Joint Committee meeting of the Parties' Agreement. Discussion of workplace safety and security is appropriate for inclusion in discussions pursuant to that Article 16;

2) The Hospital agrees to allow one bargaining unit employee to be members of the workplace safety committee.

If a bargaining unit employee working with a behavioral health patient is assaulted by a patient, files a worker's compensation claim that is approved, and loses time from work, the employer shall reimburse the employee for a maximum of one day of lost time at the employee's regular rate of pay.

ARTICLE XVIII
PRINTING THE AGREEMENT

The parties will share equally in the cost of printing of this Agreement. The number of copies printed shall be sufficient to provide each employee and each supervisor and manager with responsibility for employees with a copy and provide a reasonable number of additional copies for newly hired employees.

ARTICLE XIX
MISCELLANEOUS

Section 19.1 Completeness of Agreement. This Agreement contains the complete agreement of the parties, and no additions, waivers, deletions, changes or amendments shall be effective during the life of this Agreement unless evidenced in writing, dated and signed by the parties hereto. A waiver or failure to enforce any provision in a specific case shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement, nor preclude either party from relying upon or enforcing such provision in any other case.

Section 19.2 Precedence of Laws and Regulations. It is understood and agreed that this Agreement is subject to all applicable laws now or hereafter in effect and to the lawful regulations, rulings and order of regulatory commissions or agencies having jurisdiction. Accordingly, if any provision of this Agreement is in contravention of such laws, regulations, rulings or orders such provision of the Agreement shall be null and void and the parties shall meet for the purpose of endeavoring to negotiate a substitute provision.

Section 19.3 Severability. The provisions of this Agreement shall be severable, and the illegality or invalidity of any such provision shall not affect the validity of any other provisions.

Section 19.4 Successors. This Agreement shall remain in effect and shall be binding upon all successors and assigns of the Employer. The Employer shall include this requirement as a condition of sale or transfer of ownership or operation. Provided, however, that nothing herein shall operate to impose this Agreement on any employees not includable in the bargaining unit described in Article I hereof as a matter of law, or to prevent the discontinuance, or the reduction or transfer of operations to another entity or location.

Section 19.5 Meal Break Employees working a shift of five or more hours will be entitled to one (1) fifteen-minute paid rest break to be taken as scheduled by the Employer. Employees scheduled to work a shift of eight (8) hours or more or two (2) consecutive eight (8) hour shifts will normally be entitled to a half-hour duty-free unpaid meal period for each shift, to be scheduled by the Employer. In the event the meal break is interrupted, the meal break shall be paid.

ARTICLE XX

STAFFING

Section 20.1 Staffing. The Employer's registered nurse staffing will comply with the Rhode Island Department of Health requirements and the standards of the Joint Commission on Accreditation of Hospital Organizations.

Section 20.2 Joint Staffing Committee. There will be a Joint Staffing Committee consisting of three (3) nurses appointed by the Union and three (3) members of management who are registered nurses appointed by the Employer, one of whom shall be the Senior Vice President of Patient Services. The Committee will meet on a monthly basis on a mutually agreeable day. Staff nurses shall be given paid release time to attend such meetings, if necessary to ensure attendance. If a meeting is scheduled when the nurse is off duty, the nurse shall be paid for the time spent attending the meeting. The role of the Committee will be:

- ♦ To work to develop staffing plans using external benchmarks that are reflective of the better performing hospitals of like size and acuity.
- ♦ To devise and utilize a mutually agreeable process for addressing staffing issues which arise.
- ♦ To develop a form for nurses to use to report staffing concerns (Staffing Concern Form")

A guest of either the Union or the Employer who can contribute to the overall discussion may be invited to attend Committee meetings.

If a nurse is confronted with a staffing situation which is compromising or could compromise patient care or is putting the nurse's license at risk, the nurse will immediately notify his/her supervisor. The supervisor will investigate the situation promptly and, if the supervisor agrees with the nurse, the supervisor will take available steps to rectify the situation. If no satisfactory resolution is reached, the process for addressing staffing issues referred to above will apply and the matter will be submitted to the Committee for review at its next meeting. If it is agreed by the Union and management representatives that action should be taken, they will develop the specific action steps to be implemented. The Hospital will respond in writing to every Staffing Concern Form submitted by a nurse.

Section 20.3 Staffing Levels. Effective January 1, 2009, the Hospital at a minimum shall use reasonable efforts to staff registered nurses to the levels it reports to the Rhode Island Department of Health [DOH] in its Annual Hospital Staffing Report pursuant to RIGL 23-17-17, unless there are unforeseen circumstances or unless in the Hospital's judgment census/volume or acuity do not require it to do so. The Union has the right to grieve/arbitrate any violations of this Article. Moreover, the Union has the right to challenge whether or not the Hospital used reasonable efforts to staff to such levels, and/or to challenge the Hospital's judgment not to staff to such levels through the grievance and arbitration procedure set forth in Article V herein.

Unforeseen circumstances do not include planned leaves of absence or vacations. Unforeseen circumstances include, but are not limited to, no call/no shows, weather emergencies, unplanned leaves of absence, call outs and unanticipated vacancies. A 'planned leave of absence' is a leave of absence with more than 21 days written notice. Notwithstanding, the Hospital shall not be in violation of this Article so long as it is actively attempting to fill a vacancy, be it anticipated or unanticipated.

In the event of unforeseen circumstances, the Hospital shall make reasonable efforts to find coverage. As such, before staffing at levels below what is reported to the DOH, qualified volunteers will be sought from among regular and per diem employees, both on and off duty, on the unit and shift from an availability list that will be

updated regularly. If there is not sufficient time prior to the start of the shift to contact such employees, efforts will continue to contact such employees to determine if they will work all or part of the remainder of the shift.

If on a particular date, shift and floor in question, the census is below the relevant average daily census reported to the DOH, the Hospital need not seek volunteers.

The arbitrator's function and authority when deciding grievances that arise under this Article shall be consistent with that set forth in Article 5.5 herein. Moreover, no arbitrator deciding a grievance that arises under this Article shall have the authority to issue a decision and award that mandates staffing levels that exceed those that are reported to the DOH.

Before submitting a grievance to arbitration hereunder, such grievance shall be reviewed by the Joint Staffing Committee which shall work in good faith to resolve the grievance. In addition, before an arbitration hereunder commences, the parties shall meet with a mediator from the Federal Mediation and Conciliation Service in an attempt to resolve the grievance. Notwithstanding, the parties agree to continue to process the grievance under the terms of the grievance and arbitration procedure set forth in Article V.

In the event there are several related grievances that arise under this Article that are going to be arbitrated, the parties agree to discuss whether to consolidate them.

The American Arbitration Association shall direct each grievance to be heard in rotation in order from the following list of arbitrators: Marcia Greenbaum, Lawrence Katz, Mark Irvings, and Richard Boulanger.

This article shall be subject to Articles 20.2 and 20.3 herein. The parties agree that changes in applicable law shall not impose additional contractual obligations upon the Hospital under the terms of this Article.

The bargaining history associated with the negotiation of this Article shall not be admissible in any arbitration hearing.

Upon request, the Hospital shall provide the Union with the Rhode Island Department of Health (DOH) Annual Hospital Staffing Report pursuant to RIGL 23-17.17-8 annually, and the Union shall receive a copy in the event the staffing report is modified during the course of the year.

ARTICLE XXI **NON-NURSING DUTIES**

Section 21.1 **Secretarial Assignments.** Employees shall not be pulled off the floor to take a secretarial assignment unless the unit is overstaffed or there is an employee who volunteers to fill in for the employee who is pulled.

Section 21.2 **Transport.** Before assigning a nurse to transport a patient not requiring a nurse's expertise, the Charge Nurse will determine if an ancillary employee is available to do the transport and, if there is an ancillary employee who is available, the ancillary employee, and not a nurse, will be assigned to the transport.

ARTICLE XXII **NEW OR CHANGED PROCEDURES/EQUIPMENT**

Whenever the Hospital introduces new procedures and/or equipment which requires additional training or instruction, or in the event that there is a substantial revision to existing procedures and/or equipment, the Hospital will make available training or instruction to employees who would be affected by these changes. All such employees who would be affected will be required to attend such training or instruction during their regularly scheduled work hours, unless the PSC, Clinical Manager or Charge Nurse determines the patient care

needs will require them to remain on the unit. If an employee believes that s/he cannot leave the unit, s/he will bring this to the attention of the PSC, Clinical Manager or Charge Nurse. If excused from scheduled training or instruction, the employee will be responsible for taking the training or instruction at another scheduled time. If the PSC, Clinical Manager or Charge Nurse requires that the employee stays on the unit, the employee will be given an opportunity to take the training or instruction at another scheduled time during hours when the employee is or is not scheduled to work. Employees who attend such in-service or instruction during their regularly scheduled hours will be paid for attending at their regular rate. Employees who are required by the Hospital to attend such in-service or instruction during hours when they are not scheduled to work will be paid for those hours at their regular rate.

ARTICLE XXIII **ORGANIZATIONAL CHANGES**

Section 23.1 Closures, Transfers, Consolidations and Mergers. If the employer decides to close a unit or department or transfer, consolidate or merge all or part of a Fatima service or program and locate it at another Employer facility, the Employer will notify the President of the Union at least forty-five (45) days in advance of the implementation of the decision. Upon request, the Employer will meet with the Union to discuss the effects of the decision upon bargaining unit nurses. Section 6.7 (Layoff) will apply to nurses whose positions are eliminated as a result of the Employer's decision. In the alternative in a transfer, consolidation or merger, such nurses will be given first preference for any vacancies at the other Employer facility in the service or program which is transferred, consolidated or merged. Similarly, if a service or program is discontinued in whole or in part at another Employer facility and is transferred, consolidated or merged at the Fatima facility, affected nurses from the other facility will be given first preference for any vacancies in the transferred, consolidated or merged service or program at the Fatima facility. Any nurse who transfers to another Employer facility as a result of any such organizational change described herein will be given full service and seniority credit for time worked at the Fatima facility, but will no longer be a member of the bargaining unit at the Fatima facility. Correspondingly, any nurse who transfers to the Fatima facility as a result of any such change will be given service and seniority credit for time worked at the other facility but will become a member of the bargaining unit covered by this Agreement. Appendix D contains a list of Employer satellite facilities as of October 1, 1998.

Section 23.2 Vacancies at Other Employer Facilities. A nurse who is laid off as a result of the discontinuance in whole or in part of a service or program at the Fatima facility shall be given first preference of the external applicants for vacancies at other Employer facilities. Such preference shall be given only if the nurse who has been laid off is fully qualified to perform the duties of the vacant position.

Section 23.3 Service and Seniority Credit. Service and seniority credit shall be determined in accordance with Section 6.2 of this Agreement.

Section 23.4 Temporary Transfers. An employee who is transferred temporarily to another facility of the Employer will retain her/his bargaining unit status. A non-bargaining unit employee from another facility of the Employer who is transferred temporarily to the Fatima facility to perform work within the scope of the work performed by bargaining unit employees will retain her/his non-bargaining unit status. If a temporary transfer exceeds three (3) months and the nurse from another facility works a majority of his/her hours at the Fatima facility, then the nurse will become part of Fatima facility bargaining unit. Any temporary assignment will not cause the displacement of any full-time, part-time, or limited part-time nurse at the facility to which the nurse is temporarily assigned.

Section 23.5 New Joint Ventures. The parties agree that, if the Fatima facility enters into new joint ventures with other healthcare entities, the Employer will bargain with the Union if the joint venture would affect the terms and conditions of employment of any nurse employed at the Fatima facility.

Section 23.6 Union Representation. If the Employer transfers a service or program to a new site and if the Union makes a claim that it represents a majority of nurses in an appropriate bargaining unit, the Employer will

determine whether it believes that the Union does represent a majority of nurses in an appropriate unit. If the Employer agrees with the Union, the Employer will recognize the Union. If the Employer does not agree with the Union, the Employer will cooperate in the processing of any representation petition before the NLRB.

Section 23.7 Reciprocal Agreement. This article shall be contingent upon a reciprocal agreement at the other facility, if necessary.

ARTICLE XXIV PER DIEM FLOAT POOL

Section 24.1 Per Diem Float Pool. CHARTERCARE has established a Per Diem Float Pool. The following shall apply to the Per Diem Float Pool:

(a) The number of positions will be determined by CHARTERCARE. Employees in the Per Diem Float Pool will have no guarantee of hours and will be scheduled to float to units with the greatest need. Per Diem Float Pool RN's will be scheduled in shifts of four (4) hours or more.

(b) Members of this Per Diem Float Pool shall specify whether they will be on the payroll of OLF or SJH and their assignment preference, although Per Diem Float Pool RNs will be subject to assignment to any nursing unit within CHARTERCARE to which they have been oriented.

(c) Each member of the Per Diem Float Pool will be required to be available to work eight (8) shifts per quarter to include two (2) weekend shifts and four (4) "off shifts" per quarter. If weekend and/or off shifts are staffed, then a nurse may fulfill her/his quarterly commitment by working other shifts.

(d) Each nurse in the Float Pool will be required to holidays per year, one of which shall, Thanksgiving Day or Christmas Day; as determined by CHARTERCARE, but will not be required to work the same holiday in two (2) consecutive years.

(e) Float pool nurses will be paid at a flat wage rate and will not receive shift or weekend differential. The flat rate will be in effect for the duration of this Agreement in Appendix B.

(f) RNs in the Per Diem Float Pool will be eligible for a \$250.00 one-time quarterly bonus if the nurse exceeds 250 hours worked in a quarter.

(g) Members of the Per Diem Float Pool are not eligible for any fringe benefits.

(h) A minimum of two (2) years' acute care experience is preferred to enter the Per Diem Float Pool. In addition, a nurse entering the Per Diem Float Pool will be required to demonstrate competency.

(i) A Per Diem Float Pool RN will not hold a regularly scheduled position at CHARTERCARE at the same time.

(j) Per Diem Float Pool nurses will not be mandated.

(k) A Per Diem Float Pool nurse who misses a scheduled shift will be required to make it up in order to meet their quarterly commitment, subject to work availability.

(l) Failure of a Per Diem Float Pool nurse to meet their commitment in more than one (1) quarter in a six (6)-month period from the date of hire, at the discretion of CHARTERCARE may result in the nurse no longer being eligible to continue in the Per Diem Float Pool.

(m) A nurse transferring from the Per Diem Float Pool into a regular budgeted position will be separated as a Per Diem and rehired with a new hire date. A new rate of pay will be calculated based on the nurse's experience.

(n) The Hospital maintains the right to cancel scheduled Per Diem Float Pool Staff based on the need of the hospital. Canceled staff would in most cases be given 24 hours' notice but in no case less than 1-hour notice.

(o) Per Diems will get credit for a "worked" shift when the Hospital cancels a shift within 24 hours of the start of that shift.

(p) The Hospital shall, on a quarterly basis, provide a report to the Union indicating the names of the per diem nurses, his/her total hours worked during the preceding calendar quarter, and in the ~~case of the per diem H-nurses~~ nurses, his/her total weekend and holiday hours worked during the preceding calendar quarter.

(q) Per Diem employees, regardless of category, who are regularly scheduled to work twelve-hour shifts shall not receive overtime for hours worked in excess of eight (8) hours in a workday.

(r) A Per Diem Float Pool nurse may be floated multiple times from one unit to another during a shift. The Hospital maintains the right to cancel scheduled Per Diem Float Pool Staff based on the needs of the Hospital. Canceled staff would in most cases be given 24 hours' notice but in no case less than 1 hours' notice.

ARTICLE XXV. **EDUCATION**

Section 25.1 ANCC Reimbursement. Effective October 1, 2008, a full-time thirty-two (32) or part-time ~~(20-~~ twenty to thirty-one hours (20-31) nurse who successfully completes a certification exam for ANCC or an equivalent certification will be reimbursed 100% for the examination fee. In order to receive such reimbursement, the certification or recertification must be directly related to the nurse's then-existing job duties for the Hospital, as determined by the Hospital in its reasonable judgment.

Section 25.2 ANCC Bonus. Effective October 1, 2008, a full-time nurse thirty-two (32) who becomes certified or recertified in ANCC or an equivalent certification shall receive a bonus of \$750.00. A regularly scheduled part-time nurse twenty to thirty-one hours (20-31) who becomes certified or recertified in ANCC or an equivalent certification shall receive a bonus of \$400.00. In order to receive such payment, the certification or recertification must be directly related to the nurse's then-existing job duties for the Hospital, as determined by the Hospital, in its reasonable judgment.

Section 25.3 Pay for Training Subject to approval by the Hospital, employees will be granted time for participation without loss of pay in such educational institutes, workshops or other professional meetings that are designed for the improvement of the individual employee's competence and on-the-job performance.

Leave allotments shall be as follows: twenty-four (24) hours for full-time employees and sixteen (16) hours for part-time employees

Management shall not grant or deny requests in an arbitrary or capricious manner or based upon personal bias.

ARTICLE XXVI.
TWELVE-HOUR SHIFTS

Section 26.1 Twelve Hour Shifts. The Union acknowledges that it has been provided with the required notice of the Hospital's intent to institute work schedule changes including the creation of certain twelve-hour positions. The Union agrees that the Hospital has the right to institute such schedule changes. The hours of work for twelve-hour positions in the in-patient units shall typically be 7:00 a.m. to 7:30 p.m. or 7:00 p.m. to 7:30 a.m. but shall, in any case, include a 30-minute shift overlap.

Section 26.2 Overtime. When approved by the Hospital, all hours actually worked by a non-exempt employee, who is regularly scheduled to work twelve-hour shifts, in excess of twelve (12) hours in a workday or forty (40) hours in a workweek shall be paid at time and one-half the employee's regular rate of pay, except as provided in Section 8.4. An employee who is regularly scheduled to work twelve-hour shifts shall not receive overtime for hours worked in excess of eight (8) hours in a workday.

Section 26.3 Shift Differential. An employee who is regularly scheduled to work twelve-hour shifts shall receive a shift differential for hours worked between 3:00 p.m. and 7:00 a.m. in accordance with Section 9.5. For example, if an employee is regularly scheduled to work 7:00 p.m. to 7:30 a.m., the employee would receive the evening shift differential for the four (4) hours of work from 7:00 p.m. to 11:00 p.m., and the night differential for the eight (8) hours of work from 11:00 p.m. to 7:30 a.m.

Section 26.4 Weekend Program. The Hospital may create twelve-hour positions which will be part of a weekend program (the "Program"). The Hospital shall determine which positions are part of the Program. As a guideline, however, positions will be included in the Program if they regularly require an employee to work:

During the weekend, shifts that are regularly scheduled to begin Friday at 7:00 a.m. through Sunday at 11:00 p.m.

An employee in a position that is designated by the Hospital as part of the Program and who are regularly scheduled to work three (3) twelve (12) hour weekend shifts per week shall receive forty (40) hours pay. However, in order to be eligible for forty (40) hours pay based on thirty-six (36) regularly scheduled hours of work, an employee must work or be paid accrued ETO time equal to or greater than 36 hours in a pay period. For example, if an employee is regularly scheduled to work three 12-hour shifts in a week and is absent from work for one 12-hour shift, the employee will only be paid 40 hours if she is paid 12 hours of accrued ETO time for the one-day absence. If for whatever reason, the employee is not paid 12 hours of accrued time, she will only be paid 24 hours for the week. An employee in the Program will be eligible for overtime as described in Section 28.2 above.

As of April 18, 2010, any member currently part of "The Night Program" for the purposes of receiving forty (40) hours pay who are regularly scheduled to work three (3) twelve (12) hour shifts will no longer be entitled to the four (4) hour gratis pay.

Section 26.5 Medical Coverage. An employee will be treated as a full-time employee for purposes of the Hospital's medical plan if the employee is regularly scheduled to work a minimum of three (3) twelve-hour shifts per week..

Section 26.6 Holidays. An employee who is regularly scheduled to work twelve-hour shifts will be scheduled to work a twelve (12) hour shift on minor holidays and New Year's Day and an eight (8) hour shift on Christmas Day and Thanksgiving Day. In addition, an employee who is regularly scheduled to work twelve-hour shifts and works on a holiday will receive a substitute twelve-hour day off or eight-hour day off, depending upon the holiday worked. Time worked in excess of a regular twelve-hour shift on a holiday will be paid at two and one-half (2 1/2) times the employee's regular rate of pay. For a full-time employee who is regularly scheduled to work twelve-hour shifts, if a holiday falls on the employee's regular day off, the employee will receive only a substitute twelve (12) hour day off for minor holidays and New Year's Day or a substitute eight (8) hour day off with pay for Christmas Day, and Thanksgiving Day. A part-time employee who is regularly scheduled to work twelve-hour shifts will receive neither pay nor a substitute day off if she does not work on the holiday.

Section 26.8 Bereavement Time. An employee who is regularly scheduled to work twelve-hour shifts who has completed thirty (30) days of continuous employment and who suffers a death in the family (as defined in Article 13.4 of this Agreement) will be granted time off not to exceed a maximum of three (3) scheduled workdays within the seven-day period following the date of death, with “scheduled workday” defined as the length of the employee’s normally scheduled shift (e.g., twelve (12) hours).

Section 26.9 Article Terms. In the event of any conflict between the terms of this Article and any other provision of this Agreement, the terms of this Article shall prevail. Except as expressly provided in this Article, an employee shall receive no pay or benefits above what he/she is presently receiving as a result of working in a twelve-hour position.

Section 26.10 Creation of Twelve-Hour Positions. No bargaining unit members will be laid off or reduced in hours to accommodate the creation of 12-hour shifts.

ARTICLE XXVII
DURATION

Except as expressly provided herein, this Agreement shall be effective beginning at 12:01 AM on July 31, 2019 through 11:59 PM on July 30, 2021 , and from year to year thereafter, unless written notice of a desire to terminate or modify this Agreement is given by either party to the other party by registered or certified mail at least ninety (90) days prior to any such renewal date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**UNITED NURSES AND ALLIED
PROFESSIONALS, LOCAL 5110**

Prospect CharterCare LLC

Date

Date

APPENDIX B

Registered Nurses, In-Service Educators, and Case Managers

UNAP RN WAGE SCALE																
DATE	1	2	3	4	5	6	7	8	9	10	11	12	Longevity			
													15	20	25	30
<i>October 2019 Step</i>	\$28.40	\$29.54	\$30.72	\$31.95	\$33.54	\$34.89	\$36.28	\$37.37	\$38.96	\$40.52	\$42.04	\$43.72	\$45.68	\$47.05	\$49.41	\$50.89
<i>4/1/2020 COLA</i>	\$29.04	\$30.20	\$31.41	\$32.67	\$34.29	\$35.67	\$37.10	\$38.21	\$39.84	\$41.33	\$42.98	\$44.70	\$46.71	\$48.11	\$50.52	\$52.03
<i>4/1/2021 COLA</i>	\$29.69	\$30.88	\$32.12	\$33.40	\$35.07	\$36.47	\$37.93	\$39.07	\$40.73	\$42.26	\$43.95	\$45.71	\$47.76	\$49.20	\$51.66	\$53.20

Step 1 of the pay scale is the starting rate for a newly licensed Nurse, Registered -- General Staff -- OLF, OLF, Case Manager, and Case Mix Analyst/PI Data Specialist. In order for the newly licensed Nurse, Registered -- General Staff -- OLF, OLF, Case Manager, and Case Mix Analyst/PI Data Specialist

Progression to succeeding steps in the pay scale will be on an annual basis thereafter on October 1st of each contract year provided that she/he remains continuously employed and her/his job performance remains satisfactory.

Step L represents the pay rate for Nurses who have completed fifteen (15) years or more of continuous service as of October 1st. Step M represents the pay rate for Nurses who have completed twenty-five (25) years of continuous service as of October 1st.

PER DIEM WAGE RATES

Shift 1 \$44.11

Shift 2 \$46.64

Shift 3 \$50.41

**APPENDIX C
UNITS**

1. Operating Room
2. PACU
3. Emergency Department
4. Medical/Surgical - 3 Pav.
5. Medical/Surgical - 2 Pav. - Telemetry
6. 2 South – Adult Psych
7. ACC
8. Endoscopy
9. Intensive Care/Critical Care
10. Telemetry (Critical Care)
11. Geriatric Psychiatry
12. Medical/Surgical - 4 Pav.
13. Medical/Surgical - 4 South
14. Radiology
15. Nurse Educators
16. Patient Care Review
17. School of Nursing
18. Wound Clinic
19. Oncology Clinic

APPENDIX D
St. Joseph Health Services of Rhode Island Satellite Facilities

<u>Location</u>	<u>Affiliated Facility</u>
Apple Valley Treatment Center 466 Putnam Pike Greenville, RI 02828	Fatima
Fatima Health Center 40 Broad Street Pawtucket, RI 02860	St. Joseph Hospital for Specialty Care
SNERC 1637 Mineral Spring Avenue North Providence, RI 02904	Fatima
SNERC Lincoln Medical Center Suite 506 6 Blackstone Valley Place Lincoln, RI 02865	Fatima

[HOSPITAL LETTERHEAD]
SIDE LETTER

The purpose of this side letter is to set forth certain agreements reached in connection with the negotiation of the 2001 collective bargaining agreement between the parties, as follows:

1. **President's Leave.**

This will confirm that St. Joseph Health Services of Rhode Island will make a good faith effort to permit the President of the local union to take a minimum of two (2) up to a maximum of four (4) workdays per month out of her/his regular non-holiday weekday work schedule to carry out the business of the local union and to administer the collective bargaining agreement. The President of the local union will not be required to use President's Leave days to attend collective bargaining negotiation sessions. The number of days of President's Leave per month shall be determined by the Employer at the time an employee becomes President of the local union and shall be subject to adjustment after discussion with the Union if the Employer determines that circumstances have changed. Such determinations shall be subject to the operating needs of the unit in which the President works, as determined by the Employer, in its sole judgment. The Union agrees that, in particular cases, in order to accommodate President's Leave, the Employer may need to shift work responsibilities from the President to another employee (*e.g.*, charge nurse role is a full-time job). The President will continue on the active payroll while on President's Leave. The Employer will bill the Union monthly for the costs of all compensation (including, but not limited to, salaries, differentials, premiums, fringe benefits, insurance, pension, and taxes) attributable to days on President's Leave. The Union will remit a check to the Employer within two (2) weeks of being billed for the amount invoiced.

2. **Security.**

- a. Upon request, an escort will be provided to any nurse to or from the Hospital from or to their car in the Hospital parking lot.
- b. There will be at least one (1) security guard 24 hours/7 days per week posted in the Emergency Department. The Hospital will employ the security guard posted in the Emergency Department as positions are vacated by current Agency security guards.
- c. Nothing herein shall preclude the security guard posted in the Emergency Department from leaving the Department to respond to an emergency situation elsewhere in the Hospital.

3. Modified Duty Program.

Bargaining unit employees are covered by the Modified Duty Program attached hereto as *Attachment 1*.

4. Drug and Alcohol-Free Workplace Policy.

Bargaining unit employees are covered by the Drug and Alcohol-Free Workplace Policy attached hereto as *Attachment 2*.

In connection with the negotiation of a Drug and Alcohol-Free Workplace Policy, the Hospital and the Union have agreed to withdraw their respective proposals regarding “a conviction involving illicit drug or alcohol-related behavior” which occurs outside the workplace. Such withdrawals shall be without prejudice and the fact that either party made a proposal regarding such matter shall never be cited or in any way used against either party in any arbitration or other proceedings.

The Union agrees that the fact that any prior Hospital policy relating to substance abuse permitted to discipline or discharge for drug or alcohol-related behavior which occurred away from the workplace, and the substance of any such policy, shall never be cited or in any way used against the Hospital in any arbitration or other proceedings.

The Hospital and the Union also hereby agree that a failure to advise an employee of her/his right to a Union representative under the Drug and Alcohol-Free Workplace Policy shall not negate proceeding with the Implementation Section of the Policy.

Very truly yours,

Title

Agreed to on Behalf of
United Nurses and Allied Professionals,
Local 5110

Dated: _____

[HOSPITAL LETTERHEAD]
SIDE LETTER

This Agreement was entered into this 30th day of September 2004 between St. Joseph Health Services of Rhode Island (the "Hospital") and Our Lady of Fatima United Nurses and Allied Professionals, Local 5110 (the "Union"). The parties hereby agree as follows:

1. The Hospital intends to create a number of Flex RN Positions. These positions would have a minimum, regular, weekly schedule of 20 hours (as determined by the Hospital). An employee in a Flex RN Position must, however, be available to work up to 40 hours per week as scheduled by the Hospital. For purposes of this memorandum of agreement, those hours above the employee's minimum, regular, weekly schedule, up to 40 hours per week, will be referred to as "Flex Hours."
2. An employee in a Flex RN Position will be treated as a full-time employee for the purpose of the Hospital's contribution to the Hospital's medical plan. For all other purposes, an employee in a Flex RN Position will be treated as a part-time employee as determined by her minimum, regular, weekly schedule.
3. Certain employees in a Flex RN Position will be designated by the Hospital as part of a float pool. An employee in a Flex RN Position who is hired into the float pool shall be paid a float pool differential of \$1.75 per hour worked.
4. An employee in a Flex RN Position must be available to work up to 40 hours per week as scheduled by the Hospital. In most cases, the Hospital will include an employee's full 40-hour weekly commitment in the posted schedule and will designate those hours that are Flex Hours. The Hospital may, in its discretion, cancel an employee's Flex Hours. The Hospital will ordinarily provide an employee with 24 hours' notice of such cancellation but will in no case provide less than two hours' notice. The Hospital will make reasonable efforts to rotate cancellations among all employees in Flex RN Positions, subject to the staffing needs of the Hospital. An employee in a Flex RN Position whose Flex Hours are canceled may use accrued vacation or personal time for the canceled Flex Hours.
5. The Hospital may terminate an employee's participation in this Flex RN program if the employee is unavailable to work, for whatever reason, more than two (2) "flex" shifts in a quarter.
6. Once implemented, this program will remain in effect for as long as the Hospital, in its discretion, continues to offer it. Prior to discontinuing the program, the Hospital will provide the Union with thirty days' notice. If the program is discontinued, any staff displaced would be subject to the provisions of Article 6.7 of the parties' collective bargaining agreement (the "Agreement"), and the employees in the float pool would be considered a "Unit" for purposes of Article 6.7.
7. All of the terms and provisions of the Agreement shall continue in full force and effect, provided, however, that in the event of any conflict between the terms of this memorandum of agreement and the Agreement, the terms of this memorandum of agreement shall prevail. Except as expressly provided in this memorandum of agreement, an employee shall receive no pay or benefits above what she is presently receiving as a result of her working in a Flex RN Position.

**ST. JOSEPH HEALTH SERVICES
OF RHODE ISLAND**

Date

**OUR LADY OF FATIMA UNITED
NURSES AND ALLIED PROFESSIONALS**

Date

Side Letter –
Healthcare Premiums

For plan years 2020 and 2021, the Hospital agrees to maintain the current employee premium contribution (at the 2019 rates) at the current dollar rate, i.e., hard dollar freeze.

For the Employer: _____

For the Union: _____

Side Letter
Premium Dental Plan

With regard to any employee who, in plan years 2018 and 2019, were affected by the elimination of the Prospect Premium dental plan, the Employer and Union agree to meet to discuss out of pocket expenses incurred with the elimination of that plan. In the event the parties have a dispute regarding such charges, they shall bring such dispute to Arbitrator Lawrence Holden. The Union agrees to withdraw with prejudice the grievance pending before Arbitrator Holden regarding health and wellness benefits.

For the Employer: _____

For the Union: _____

Side Letter
Leave of Absence

During the Parties' 2019 negotiations for a new collective bargaining agreement, Article XV, Section 15.2 was modified to reflect the length of time that medical benefits are continued for an employee who is on leave.

With regard to any employee who, as of the Date of Ratification of this Agreement, was entitled to a leave of 39 work weeks, such employee shall continue to be entitled to continuation of benefits for up to 39 workweeks of leave. Such employees will not, at any time, be entitled to continuation of benefits for 52 workweeks.

With regard to any employee who, as of the Date of Ratification of this Agreement, was entitled to a leave of 52 work weeks, such employee shall continue to be entitled to continuation of benefits for up to 52 workweeks of leave.”

For the Employer: _____

For the Union: _____

Attachment 1
Modified Duty Program

Philosophy Statement:

It is the policy of St. Joseph Health Services to consider providing a temporary work assignment to employees to accommodate most physical or mental limitations that are a result of a non-work-related injury/illness. Modified duty is available only on a case by case basis with duration as appropriate, while an employee is unable to perform the essential functions of his/her regular job. This policy will not apply to any work-related injury or illness for which the rights of the employee and the hospital are governed by Rhode Island Worker's Compensation Law.

Objectives:

The objectives of the Modified Duty Program are to:

1. Restore employee functional capacity after sustaining an injury/illness and provide appropriate medical treatment and rehabilitation plan.
2. Improve employee relations by facilitating return to work for injured employees.
3. Limit the cost to the institution associated with LTD claims.

Program Components:

- A. Identification of Appropriate Employees
- B. Assessment of Functional Capacity and Job Duties
- C. Employee Modified Duty Placement
- D. Follow-up Assessment
- E. Return to Pre-Injury Job

A. IDENTIFICATION OF APPROPRIATE EMPLOYEES:

1. Any employee who sustains an injury/illness with a resulting disability may be considered for modified duty placement.
2. Identification of appropriate employees will be the responsibility of the Employee Health Services (EHS) consistent with the eligibility criteria set forth below and will be conducted as part of routine injury follow-up and case management.
3. Modified Duty will not be provided without an assessment by the Employee Health Service Nurse Practitioner in consultation with the employee's physician.
4. Eligibility criteria for the Modified Duty Program are:
 - a) The employee is determined by medical assessment to be limited in his/her usual functional capacity to perform essential functions of their job; however, not so limited as to be unable to transport him/herself to employment and/or perform a minimum of functions.

- b) The employee's condition is such that he/she has been provided with a prognosis of a return of full functional capacity within a reasonable time period of the modified duty assessment.
- c) The employee is not on an investigatory leave or suspension from the hospital.
- d) The employee's limitations do not pose a potential threat to the safety of him/herself or others while on hospital property.

B. ASSESSMENT OF FUNCTIONAL CAPACITY:

- 1. Any employee reporting an injury/illness with a resulting disability will be evaluated for their current functional capacity at the initial EHS visit.
- 2. If the employee is treated by a provider outside the EHS, the EHS will contact the provider and take into consideration the views of the provider regarding the employee's functional capacity.
- 3. An employee who does not have a change in functional capacity will be advised that he/she can return to his/her regular job duties without restriction. Determinations with regard to functional capacity shall be made by EHS in consultation with the employee's physician.
- 4. Any employee assessed as having a limitation of his/her functional capacity will also have an evaluation of his/her job focusing on the essential job functions, special requirements of the job, and whether departmental accommodation is possible.
- 5. If the employee cannot fulfill the essential job functions and departmental accommodations are not possible, the EHS will evaluate the potential for modified duty in other departments. The Human Resource Department may be requested to assess whether an employee has skills compatible with a potential modified duty placement. Employees shall be placed in modified duty positions that are compatible to their regular jobs in terms of skill and abilities. Registered nurses shall be placed in positions that are patient care related or involve clinical nursing expertise.

C. EMPLOYEE MODIFIED DUTY PLACEMENT:

- 1. Modified duty may be extended to any employee beyond the period initially established by EHS, if deemed by EHS to be in the best interest of the employee and the Hospital. If an employee is unable to return to his/her regular job within a reasonable time period of the modified duty assignment, the employee will be referred to the LTD carrier for further case management.

2. Placement for modified duty will be evaluated and attempted in order of the following priority:
 - a. First priority: original job/original department
 - b. Second priority: different job/original department
 - c. Third priority: different job/different department

Whenever possible, an employee will be provided with his/her choice of assignments. The EHS will attempt when placing an employee in a different job or department to provide the employee with up to three choices of modified duty placement. Every reasonable attempt will be made to provide the employee with a placement compatible with their original work schedule. However, some modified duty placements may involve a change of schedule.

Employees may be placed in a part-time position less than their regularly scheduled weekly hours as appropriate to their rehabilitation needs and in accordance with the availability of modified hours. Employees will not be required to work in modified duty positions on a shift different than their regularly scheduled shift.

If an employee is placed in a different job and/or different department, the employee will be provided with appropriate orientation and training.

Modified duty placement shall be strictly voluntary.

Nothing herein shall limit an employee's rights under state and federal laws and regulations.

3. Any employee in a modified duty placement will be advised of the following:
 - a. current limitations of functional capacity
 - b. job requirements of modified duty placement
 - c. departmental contact for modified duty
 - d. modified duty work schedule
 - e. progression of activities under the rehabilitation plan
 - f. reporting of hours worked for payroll purposes
 - g. reporting to the EHS for progress review
 - h. reporting to the EHS for increased symptomatology and/or disability
 - i. notice of potential loss of benefit under TDI.
4. Employees placed on modified duty will be paid at their regular rate of pay for actual hours worked regardless of their standard hours. Shift differentials will be paid per the collective bargaining agreement.
5. Hours worked in a modified duty assignment will be charged to the department in which the employee is working.

The employee's regularly assigned department will be notified by EHS regarding payroll procedures.

6. The employee's status will remain the same while on modified duty and all benefits will accrue at the employee's usual rate.

7. No employee will be required to work overtime during the modified duty period.
8. Employees on modified duty will be required to use earned time for absences from work that are not related to his/her injury/illness.

Any absences from work must be re-evaluated by the EHS in consultation with the employee's physician for fitness for the modified duty position.

An employee who is on modified duty may use their accrued benefit time to make up the difference, if any, between their regular pay and their pay in the modified duty position.

9. An employee on modified duty will be removed from the duty for the following:
 - a. increased symptomatology with a related disability
 - b. if placed in another department, for any documented performance issues (these issues are not disciplinary in nature and will be forwarded to the regularly assigned supervisor by the supervisor of the employee on modified duty for follow-up by both supervisors)
 - c. the employee has recovered to the degree that he/she can resume his/her regular work schedule
 - d. maximum time allotted for modified duty assignment
 - e. the employee's physician will be consulted in regard to (a) and (c) above.

D. FOLLOW-UP ASSESSMENT:

1. An employee on modified duty will be evaluated regularly by the EHS to determine how the employee's recovery is progressing. If such evaluations are done by a provider outside the EHS, the employee will provide the EHS with the results of the evaluation.

If the employee's functional capacity improves and the employee is able to perform additional duties, the employee's physician will be consulted, and the supervisor of the modified duty assignment will be notified both verbally and in writing.

2. Follow-up assessment will include an evaluation of the current care plan and its effectiveness. Modifications and changes to medical care will be made as needed and in collaboration with the employee's physician.
3. Follow-up assessment will also include support and counseling of the injured employee.

All employees on modified duty will be counseled regarding the availability of EAP for additional support with their recovery.

E. RETURN TO REGULAR JOB:

1. An employee on modified duty will not be allowed to continue modified duty beyond the maximum period unless extended by EHS. The employee at that time will either be cleared to return to his/her regular job or be referred to the LTD carrier for case management.
2. An employee who is determined at a reasonable time frame to have a permanent disability may be referred for vocational counseling, to be provided by the LTD insurance carrier at no cost to the employee.

ATTACHMENT 2
Drug and Alcohol-Free Workplace Policy

PURPOSE:

It is the intent of St. Joseph Health Services of Rhode Island (CHARTERCARE) to maintain a drug and alcohol-free workplace. Employees are CHARTERCARE's most valuable resource. As a result, our employees' health and safety are of paramount concern. Substance abuse poses a serious threat to CHARTERCARE, its employees and its patients because of its effect on patient care, job performance, the work environment and the community's confidence in CHARTERCARE. To ensure employee and patient safety and workplace integrity, it is CHARTERCARE's policy to prohibit the illicit or unauthorized manufacture, distribution, dispensation, possession, use, sale, theft or diversion, being under the influence of or having in one's system, alcohol or illicit drugs as set forth in this policy.

SCOPE:

This policy pertains to all St. Joseph Health Services of Rhode Island employees and affiliated personnel, which includes all students and volunteers.

DEFINITIONS:

For the purpose of this policy:

Illicit drug is defined as:

A controlled substance as defined in the Controlled Substances Act or other chemical substance that can affect the user's judgment, performance, or behavior. The term includes prescription drugs that have not been legally obtained and prescription drugs that are not being used as therapy in accordance with a valid prescription by a licensed physician. The definition of an illicit drug does not include the use of a medication used as therapy in accordance with a valid prescription by a licensed physician.

Diversion is defined as:

The unauthorized appropriation of Hospital drugs, whether controlled or non-controlled substances.

Possession is defined as:

The presence of an illicit drug or alcohol on an employee's person or in areas in the employee's control such as his/her desk or locker.

Use:

For the purpose of this policy includes being under the influence of or having in one's system an illicit drug or alcohol.

POLICY/PROCEDURE:

Prohibition of Use, Manufacture, Distribution, Dispensation, Possession, Theft, Diversion, or Sale of Drugs or Alcohol.

Alcohol

Unauthorized use, manufacture, distribution, dispensation, possession, theft, diversion, or sale of alcohol by an employee when engaged in CHARTERCARE business or while on CHARTERCARE premises is prohibited.

Drugs

It is prohibited for any unauthorized employee to use, manufacture, distribute, dispense, possess, steal, divert, or sell drugs while on CHARTERCARE premises or while engaged in CHARTERCARE business.

Provided, however, employees are permitted to possess and properly take prescription medications, which are legally obtained which are being used as a therapy in accordance with a valid prescription by a licensed physician. Employees are permitted to possess and properly take over-the-counter medications in accordance with instruction and appropriate medical practice while engaged in CHARTERCARE business. However, if an employee is taking prescribed or over-the-counter medication and becomes aware that her/his judgment, performance or behavior is affected, it is the responsibility of the employee to report promptly to the Employee Health Service the use of such medication, prescribed or over-the-counter. The Employee Health Service will determine if the employee is capable of continuing to perform his/her job or if alternatives such as modified duty or a leave of absence are warranted.

Implementation

Managers/supervisors should be alert at all times to employees whose job performance is below standard. If it is observed that an employee's performance, conduct, or attendance might be affected by substance abuse, the employee should be immediately evaluated by the Employee Health Services for suitability to work. Prior to evaluation, managers/supervisors must document their observations on the form attached hereto as *Attachment A*. Possible signs of substance abuse include, among others: drowsiness, sleeping on the job, odor of alcohol on the breath, slurred or incoherent speech, inability to concentrate, unusually aggressive behavior, unexplained work errors, unexplained changes in mood, and lack of coordination or balance in walking.

If an employee needs to be evaluated during the hours when the Employee Health Services is not open, the employee should be referred to the Emergency Department. In either instance, prior to the evaluation, the employee shall be notified of her/his right to a Union representative. Such employee may refuse to submit to an evaluation if they request and are denied their right to a Union representative. The Hospital's refusal to delay an evaluation for more than thirty (30) minutes to await a Union representative shall not be a valid grounds for refusing to submit to an evaluation.

If the Medical Professional concludes that there is a reasonable likelihood that an employee is under the influence of a drug or alcohol in violation of this policy, the Hospital will be entitled to proceed on the basis that the employee is under the influence, provided that the employee may request a urine or blood test in order to negate any such conclusion that she/he is under the influence.

Neither the Hospital nor its employees or agents will, either orally or in writing, request or subject any employee to submit a sample of his or her urine, blood, or other bodily fluid or tissue for testing for alcohol or drugs as a condition of employment. Neither the EAP nor a provider shall be considered an agent of the Hospital for purposes of this policy. As such, nothing herein shall preclude an EAP or provider from conducting tests as part of its rehabilitation program. Any employee may refuse to be tested for alcohol or drugs as a condition of employment. Any employee may refuse to be tested for alcohol or drugs without employment-related consequences. Notwithstanding the foregoing, if the Hospital proceeds on the basis of the

conclusion that an employee is under the influence and the employee does not request a test to negate that conclusion, the employee may be required, as a condition of employment, to enter a rehabilitation program if it is the employee's first substance abuse problem. Moreover, nothing in this paragraph shall limit the Hospital's right in its discretion to terminate the employee's employment if the employee fails to comply with the rehabilitation program. The Hospital may discipline (up to and including discharge) an employee if there is a reoccurrence of a substance abuse problem after successful completion of the program, subject to the just cause provision of the collective bargaining agreement.

CHARTERCARE may, in circumstances that CHARTERCARE determines to be appropriate, report violations of this policy to the appropriate boards of registration, law enforcement agencies and other licensing and credentialing agencies.

LEAVES OF ABSENCE/REHABILITATION

An employee, by his or her own volition, may request a leave of absence to participate in a rehabilitation program for the treatment of a substance abuse problem.

Employees who have been determined by CHARTERCARE to have a substance abuse problem [based on *Attachment A*] may be required, as a condition of continued employment, to participate in a drug and/or alcohol rehabilitation program. Employees who successfully complete an approved drug and/or alcohol rehabilitation program as part of corrective action may be required to supply on-going documentation that indicates they are remaining substance-free. An employee who successfully completes an approved drug and/or alcohol rehabilitation program and who returns to work will not be disciplined for having been under the influence of a drug or alcohol. However, this shall not limit the Hospital's right to impose discipline for other misconduct which occurred at the same time (*e.g.*, harm to a patient or fellow employee).

THE EMPLOYEE ASSISTANCE PROGRAM

CHARTERCARE maintains an Employee Assistance Program (EAP) which provides help on a confidential basis to employees with alcohol and/or drug abuse or other personal/emotional problems. Managers and supervisors are encouraged to refer an employee to the EAP when such a problem is adversely affecting the employee's job performance that could lead to disciplinary action. Use of the EAP will not be a basis for disciplinary action and it will not be used against an employee in any disciplinary proceeding. Conversely, using the EAP will not alter the employee's obligations concerning his/her job performance nor exempt the employee from the imposition of disciplinary action when a violation of this policy occurs. Accordingly, the purpose and practices of this policy and the EAP are distinctly separate in their applications.

ADDITIONAL EMPLOYEE RESPONSIBILITIES

In order to ensure a drug and alcohol-free workplace, all employees are required to abide by the terms of this policy. Any employee violating this policy will be subject to disciplinary action, up to and including termination, subject to the just cause provision of the parties' collective bargaining agreement.

All employees must notify the Chief Human Resources Administrator of any convictions or a plea of no contest (*nolo contendere*) for a violation of a criminal statute concerning the use, manufacturing, distribution, dispensation, possession, theft, diversion, or sale of drugs or alcohol occurring at St. Joseph Hospital for Fatima Hospital no later than five (5) days after such

conviction. A conviction means a finding of guilt (including a plea of no lo contendre), or the imposition of a sentence by a judge or jury in any Federal or State court.

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Our Lady of Fatima Hospital: SUPERVISOR Visual Observation Checklist
Attachment A – Section I

Did you notify the employee that she/he has the right to a Union representative? Yes No

Directions: If an employee is suspected to be under the influence of a drug or alcohol, circle the pertinent items set forth below based on your visual observation of the employee.

1.	Walking/Standing	Normal Swaying Unable	Staggering Unsteady Stumbling	Falling Holding On
2.	Speech	Normal Slow Slurred	Silent Rambling/Incoherent Slobbering	Whispering Shouting
3.	Demeanor	Normal Sleepy Talkative	Crying Excited	Silent Fighting
4.	Actions	Normal Threatening Profanity	Resisting Communications Drowsy Hyperactive	Fighting Hostile Erratic
5.	Eyes Normal	Normal Glassy	Watery Droopy	Closed Bloodshot
6.	Face	Normal Flushed	Pale	Sweaty
7.	Appearance/Clothing	Normal Unruly Partially Dressed	Messy Bodily excrement	Dirty Stains on clothing
8.	Breath	No Alcoholic Odor	Faint Alcoholic Odor	Alcoholic Odor
9.	Movements	Normal Nervous	Jerky Hyperactive	Slow Fumbling
10.	Eating/Chewing	Gum Other – identify if possible: _____	Candy	Mints

20. Other Observations:

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Our Lady of Fatima Hospital: MEDICAL PROFESSIONAL (PHYSICIAN, NURSE
PRACTITIONER, PHYSICIAN’S ASSISTANT) Checklist/Questions
Attachment A – Section II

1. Are you feeling ill? If yes, what are your symptoms?_____	Yes	No	No Response
<hr/>			
2. Are you under a doctor’s care? If yes, what are you being treated for?_____	Yes	No	No Response
<hr/>			
What is your doctor’s name and address?_____			
<hr/>			
When did you last visit the doctor?_____			
<hr/>			
3. Are you taking any medication? If yes, what medication?_____	Yes	No	No Response
If yes, when did you take your last dosage?_____			
Do you have your prescription in your possession? _____			
Do you have any additional medication in your possession? _____			
<i>Record all information regarding prescription. If medication is in employee’s possession, take sample, if permitted by employee.</i>			
4. Do you have a medical problem? Comments:_____	Yes	No	No Response
Are you diabetic? _____			
Are you taking insulin? _____			
Do you have low blood sugar? _____			
Do you have a seizure disorder (Epilepsy)? _____			
Comments:_____			
<hr/>			
5. Do you have a cold? If yes, are you taking any cold pills? If yes, are you taking any cough medicine? Comments:_____	Yes	No	No Response
<hr/>			
6. Are you using any type of drug? If yes, what kind of drug?_____	Yes	No	No Response
<hr/>			
Comments (When? Where? How much?)_____			
<hr/>			
7. Other questions:_____			
<hr/>			

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Our Lady of Fatima Hospital: MEDICAL PROFESSIONAL Opinion/Results
Attachment A – Section III

-
- A. There is a reasonable likelihood that the employee is under the influence of alcohol and/or drugs? Yes No
- B. If yes, the employee should be offered the opportunity to take a test to negate the conclusion that she/he is under the influence. The employee should be suspended from duty and driven home. Under no circumstances is the individual permitted to drive. If the employee refuses to be driven or insists on driving, the Administrator on call or the Vice President of Human Resources must be contacted immediately.

Remarks: _____

Name of Employee

AM

PM

Medical Professional Signature

Supervisor Signature

Date