



United Nurses & Allied Professionals

**Professional, Technical and
Certified Nursing Assistant
Collective Bargaining
Agreements**

**Northern Rhode Island
United Nurses and
Allied Professionals,
Local 5067,
and
Landmark Medical Center**

January 1, 2022 – December 31, 2024



Landmark Medical Center

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PREAMBLE

This document contains a Collective Bargaining Agreement between the Landmark Medical Center (herein called the Employer or the Hospital), and the Northern Rhode Island United Nurses and Allied Professionals, Local 5067, (herein called the Union).

LANDMARK MEDICAL CENTER AND UNAP, LOCAL 5067

ARTICLE I AGREEMENT SCOPE-PROFESSIONAL

1.1 Recognition Professional

The Employer recognizes the Union as the exclusive collective bargaining representative with respect to rates of pay, hours of employment and other terms and conditions of employment for all full-time and regular part-time professional employees, including registered nurses, cardiac rehab nursing specialist, special procedures RN, Cardiac Cath RN, CVOR RN, CVICU RN, patient care review nurse/union, occupational health nurse, pharmacists, social workers MSW, psychiatric social workers MSW, physical therapists, occupational therapists, medical technologists, cytotechnologists, nuclear medical technologists, and speech/language pathologists, employed at the Employer's 115 Cass Avenue, Woonsocket, Rhode Island, and 116 Eddie Dowling Highway, North Smithfield, Rhode Island, facilities, but excluding all other employees, technical employees, service, maintenance and clerical employees, the medical staff, utilization review nurses, educational coordinators, managerial employees, Temporary, and Per Diem employees, as hereinafter defined, guards and supervisors as defined in the Act.

ARTICLE I AGREEMENT SCOPE-TECHNICAL

1.1 Recognition Technical

The Employer recognizes the Union as the exclusive collective bargaining representative with respect to rates of pay, hours of employment and other terms and conditions of employment for all full-time and regular part-time technical employees, including licensed practical nurses, unregistered radiologic technologists, registered radiologic technologists, medical laboratory technicians, certified laboratory assistants, surgical technicians, respiratory therapy technicians, certified respiratory therapy technicians, registered respiratory therapists, cardiovascular techs, pharmacy technicians, echo technicians, EEG technicians, EKG technicians, ultrasound technologists, CT Scan technologists, special procedures technologist, laboratory aide/dieners, physical therapy assistants, occupational therapy assistants, mental health counselors II, activities therapist, histology technicians, exercise specialists, cath lab tech, CVOR tech and social workers, employed at the Employer's 115 Cass Avenue, Woonsocket, Rhode Island, and 116 Eddie Dowling Highway, North Smithfield, Rhode Island, facilities, but excluding all other employees, professional employees, managerial employees, Temporary, and Per Diem employees, as hereinafter defined, service, maintenance and clerical employees, students, guards and supervisors as defined in the Act. The Employer also recognizes the Union as the exclusive collective bargaining representative with respect to rates of pay, hours of employment and other terms and conditions of employment for all full-time and regular part-time PCT Tech's employed at the Employer's 176 Cass Avenue, Woonsocket location, but excluding all other employees (including, without limitation, professional, Per Diem, managerial, and supervisors as defined under the Act) at that location.

ARTICLE I
AGREEMENT SCOPE-CERTIFIED NURSING ASSISTANT

1.1 Recognition Certified Nursing Assistant

The Employer recognizes the Union as the exclusive collective bargaining representative with respect to rates of pay, hours of employment and other terms and conditions of employment for all full-time, regular part-time and per diem certified nursing assistants, administrative certified nursing assistants, GI techs employed at the Employer's 115 Cass Avenue, Woonsocket, Rhode Island, and 116 Eddie Dowling Highway, North Smithfield, Rhode Island, facilities, but excluding all other employees, professional employees, technical employees, managerial employees, and Temporary employees, as hereinafter defined, service, maintenance and clerical employees, students, guards and supervisors as defined in the Act.

ARTICLE 1
AGREEMENT SCOPE – NON-PROFESSIONAL

1.1 Recognition Non-Professional

The Employer recognizes the Union as the exclusive collective bargaining representative with respect to rates of pay, hours of employment and other terms and conditions of employment for all full-time and regular part-time non-professional employees, including patient care area secretaries/clerks./receptionists, lab secretaries, patient registration employees, central scheduling employees, phlebotomists, central sterile employees, operating room assistants [certified and non-certified], documents manager/preadmissions testing employees, transport employees and emergency room customer service employees, employed at the Employer's 115 Cass Avenue, Woonsocket, Rhode Island and 116 Eddie Dowling Highway, North Smithfield, Rhode Island facilities, but excluding all other employees.

ARTICLE I
AGREEMENT SCOPE- OTHER EMPLOYEES

1.1 Recognition Non-Professional

In the event that the LTAC department is opened and included in Hospital and/or rehab operations, the Hospital shall recognize the Union as the exclusive collective bargaining representative with respect to rates of pay, hours of employment and other terms and conditions of employment for all full-time, regular part-time professional and technical employees, including registered nurses, CNAs, social workers, MSW, physical therapists, occupational therapists, respiratory therapists, licensed practical nurses, physical therapy assistants, occupational therapy assistants, social workers, speech/language pathologists, and per diem registered nurses, per diem licensed practical nurses and per diem CNAs employed at the Hospital, but excluding all other employees, service and maintenance, clerical employees, the medical staff, utilization review nurses, liaison nurses, educational coordinators, managerial and confidential employees, and temporary employees, as hereinafter defined, students, guards and supervisors as defined in the Act.

1.2 Employee means any person employed by the Hospital and covered by this Agreement.

1.3 Full-Time Employee refers to an employee whose regularly scheduled work hours are forty (40) or more hours per week and includes employees whose regularly scheduled work hours are four shifts of ten (10) hours each per week or thirty-six (36) hours per week consisting of three shifts of twelve (12) hours each per week.

1.4 Regular Part-Time Employee refers to an employee who regularly works or whose regularly scheduled weekly work hours are eight (8) or more but less than thirty-six (36) hours per week.

1.5 Temporary Employee refers to an employee who is hired from outside the bargaining unit for a limited and specified period of time to fill either a temporary position (not to exceed 180 days) or a temporary vacancy (not to exceed one calendar year) which has resulted from the unavailability of a full or part-time employee due to an authorized absence from work and when no other qualified full or part-time employee has applied for the temporary vacancy or position. The temporary vacancy shall be identified as such and shall be posted pursuant to the provisions of Article IV (Posting Positions).

1.6 Per Diem Employee refers to an employee who has agreed to be available on an “as required” basis upon notification by the Hospital. Per Diem CNAs are required to attend the Hospital’s orientation program. Per Diem CNAs must be available two (2) weekend shifts per month; must be available to work one major summer holiday (Memorial Day, July 4th or Labor Day) and one major winter holiday (Thanksgiving, Christmas or New Year’s); to cancel must page supervisor, not to leave a voice mail message; and if cancelled by the Hospital will be given credit of that time towards requirement. Per Diem CNAs will not be required to work mandatory overtime.

1.7 Benefits for Temporary & Per Diem Employees – Temporary employees and Per Diem Employees exclusive of CNAs are not covered by nor are they entitled to any benefits, other than what is provided in this Agreement.

1.8 Employment of Temporary Per Diem Employees (excluding CNA per diem) The Employer agrees that Temporary and Per Diem employees (excluding CNA per diem employees) will be employed only for the purposes of filling positions which are temporary in nature, or to fill in for absent regular employees or to provide adequate staffing when regular employees cannot be hired for or are not available to work the hours or days in question.

1.9 Unlicensed Personnel – Employees who are hired in positions covered by this Agreement which requires a state license (e.g. RN’s, pharmacists) but who have not yet taken their licensure exams will be covered by this Agreement; provided, however, that their continued employment in a position covered by this Agreement is conditional upon passing the first available exam.

1.10 Definition of Department– In areas other than nursing, the word “department” refers to those organizational groups which are normally headed by a person designated as “Director”. In such areas, the word “unit” is used to describe a subdivision of a department which is normally headed by a person with the title “Supervisor”, or “Chief”, and includes ultrasound.

In nursing, the word “department” refers to those organizational groups which are normally headed by a person designated as “Vice President”, “Director” or other similar title. The word “unit” is used to describe a subdivision of a department which is normally headed by a person with the title “Nurse Manager”.

(Remainder of page is intentionally left blank.)

1.11 Successors and Assigns: This Agreement shall be binding in all respects upon the successors and assigns of the parties. In the event of an agreement of any kind whatsoever that results in a transfer of majority ownership, management or operational control, the Employer shall condition the agreement upon the express written assumption of this Agreement in its entirety by the party or parties assuming such majority ownership, management or operational control. Not less than thirty (30) business days prior to the closing of the transaction, the Employer shall give the Union notice in writing of the agreement or proposed agreement, including the names and addresses of the transferee(s) and the principals and officers of the transferee(s). This agreement(s) with the transferee(s) shall include the undertaking of the transferee(s) to assume this Agreement. The parties agree that a violation of this Article shall be deemed irreparably harmful to the Union and its members for the purposes of any application of injunctive relief.

ARTICLE II UNION SECURITY – DUES DEDUCTION

2.1 Union Membership – It shall be a condition of employment that every employee who is a member of the Union in good standing as of the effective date of this Agreement shall remain a member in good standing or pay an agency fee. Every employee covered by this Agreement employed by the Employer who is not a member shall become a member of the Union within sixty (60) days of the effective date of this Agreement. Every employee who is employed after the effective date shall become a member of the Union or pay an agency fee within sixty (60) days of employment and thereafter shall remain a member in good standing.

The Employer shall notify the Union in writing of each employee hired in a position covered by this Agreement within five (5) days after the Human Resources Department receives confirmation that the employee has started work. The notification shall contain the name, complete address, telephone number, salary step placement, title of position and initial schedule, shift and unit assignment of the employee.

2.2 Dues Deduction – Upon receipt of a written authorization from an employee, the Employer shall, pursuant to such authorization, deduct regular Union dues or pay an agency fee each pay period from the wages due said employee. Following the last pay period of each month the Employer shall remit the dues or pay an agency fee deducted for all employees who have so authorized to the Union along with a list of the names of the employees from whom dues or pay an agency fee have been deducted and the amount deducted. All such authorizations shall remain in effect unless revoked by the employee with sixty (60) days' written notice.

The Employer shall not be obliged to make dues deductions of any kind from any employee who, during any dues deduction period involved, shall have failed to receive sufficient wages after all other deductions have been made to equal the dues deduction.

It is specifically agreed that the Employer assumes no additional obligations other than those arising out of the provisions of Section 2.2. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee rising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

2.3 Access to Premises – Collective bargaining representatives of the Union who are non-employees of the Employer shall have access to the Employer's premises in non-patient care areas for purposes of administering this Agreement, provided that they give the Hospital CEO or his/her designee notice upon their arrival.

2.4 Union Bulletin Boards – The Employer shall provide one (1) bulletin board to be located outside the cafeteria, for the exclusive use by the Union for Union business.

2.5 Notification of Changed Policies - Whenever the Employer alters existing or develops new written policies which affect members of the bargaining unit and which are distributed to members of the bargaining unit or posted for their information, the Union President shall be provided with a copy of said policies.

2.6 New Employee Orientation – The Hospital will provide and schedule 30 minutes of its new employee orientation as time for the new union employees to meet with Union representatives.

2.7 Union Leaves of Absence – The Union President or his/her designee(s) shall be given unpaid time off to attend Union functions, meetings, conferences and other labor community related activities/functions when such meeting(s) conflict with the normal working hours of the President or his/her designee(s). The Union shall make such requests prior to the participant’s posted time. If the request is presented after the time is posted, employees may switch or swap. All requests shall be submitted to the employee’s supervisor with a copy sent to the Human Resources Department and shall not be unreasonably denied.

ARTICLE III SENIORITY

3.1 Seniority Definition – Seniority for purposes of layoff and recall (“seniority group seniority”) shall be defined as the length of time an employee has worked continuously in one of the job classifications or subcategories thereof listed in Schedule A, attached hereto (“seniority groups”). Seniority for other purposes set forth in this Agreement (“Hospital seniority”) shall be defined as the length of time an employee has worked continuously for the Employer.

The application of seniority group seniority to layoffs and recalls is governed by subsequent provisions in this Article. The application of Hospital seniority to holidays, vacations, leaves of absences and other applicable subjects is governed by the Articles of this Agreement that deal with those subjects.

3.2 CNA Seniority - CNAs shall all be in the same seniority group.

3.3 Seniority Calculation

a. Commencement – A new employee’s seniority group seniority shall commence after the completion of his/her probationary period and shall be retroactive to the last date of his/her hire or transfer into a position covered by this Agreement. The seniority group seniority of other employees shall date from their promotion to or transfer into their current seniority group for the first year in that group and during that year they shall retain their seniority in their former group. At the completion of one year in the new seniority group such employees will lose seniority in their old group but will be credited with seniority from their old group in their new group.

An employee’s Hospital seniority shall commence after the completion of his/her probationary period and shall be retroactive to his/her last date of hire by the Employer.

(Remainder of page is intentionally left blank.)

Employees who were originally employed on a temporary basis in a bargaining unit position, and who subsequently, and without interruption of service, became employed on a regular full or part-time basis in a bargaining unit position, shall be credited with all time that they worked in the temporary position toward their Hospital seniority. If such an employee moves from a temporary position to a regular position within the same seniority group, he/she will be credited with seniority group seniority for the time worked in the temporary position.

- b. **Computation**– For purposes of both Hospital and seniority group seniority all qualifying service up to and including December 29, 1984, shall be credited on a calendar year basis. Service on and after December 30, 1984, shall be credited on the basis of hours worked. For purposes of this Section, all paid hours shall be considered hours worked.
- c. Both seniority group seniority and Hospital seniority for employees, formerly employed by Fogarty Hospital will be calculated on the basis of calendar years, or portions thereof, of employment (at both Fogarty and Woonsocket) up to December 29, 1984. Service on and after December 30, 1984, shall be credited on the basis of hours worked. For purposes of this Section, all paid hours shall be considered hours worked.

3.4 Loss of Seniority– An employee’s seniority (both Hospital and seniority group, unless otherwise noted) shall be lost when he/she:

- a. Terminates voluntarily,
- b. Is discharged for cause, and all grievance steps have been exhausted or the time limits therefore have expired,
- c. Is laid off for a period in excess of twelve (12) months.
- d. Retires,
- e. Is absent without notifying the Employer for three (3) consecutive scheduled working days,
- f. Fails to report to work within the ten (10) working days following receipt of notification of recall from layoff,
- g. Fails to return to work upon expiration of a leave of absence or any extension thereof,
- h. With respect to seniority group seniority, one year after he/she transfers or is transferred to another seniority group; provided, however, that when an entire job classification in a seniority group is eliminated, an employee transferring to the same job classification in a different seniority group will carry his/her seniority group seniority from the old group into the new group immediately,
- i. 90 days after he/she transfers or is transferred to a position out of the bargaining unit,
- j. If a per diem CNA fails to make him/herself available to work the required hours as set forth in the collective bargaining agreement.

3.5 Layoffs and Recalls - Seniority group seniority shall apply to the selection of employees for layoffs and recall therefrom.

When it becomes necessary to lay off employees within the bargaining unit (except for layoffs caused by major disasters or Acts of God), both the Union and the affected employees shall be notified at least five (5) days in advance, or the affected employees will receive pay in lieu thereof.

In the event of layoff, the Employer will first identify the positions affected, by job title, unit, section, department and/or geographical location and shift.

In the event of layoff, employees in the affected seniority group shall be laid off in the following order:

First, all temporary employees;

Second, all per diem employees;

Third, all probationary employees by inverse order of hiring;

Fourth, regular, full and part-time employees by inverse order of seniority.

When the Employer determines the positions affected, it will notify the employees holding positions subject to layoff and advise them of any vacant positions (taking precedence over posting policy). If vacancies exist within same seniority group, same shift, and same scheduled hours, within 24 hours those employees must elect to take a vacant position or accept layoff. If no vacancy exists, within 24 hours of that notice, those employees must elect to accept layoff or exercise bumping rights.

The affected employee exercising bumping rights must bump the most junior employee on his/her shift in his/her seniority group who has the same regularly scheduled hours as the laid off employee, provided he/she is senior to the employee bumped.

If there is no such junior person, the laid off employee may bump (a) the most junior employee on his/her shift in his/her seniority group with scheduled hours most closely approximating the laid off employee, or (b) bump the most junior employee in his/her seniority group on either of the other two shifts who has the same scheduled hours as the laid off employee, provided he/she is senior to the employee bumped.

If the laid off employee cannot exercise bumping rights under the above, he/she must bump the most junior employee in his/her seniority group on the other two shifts with scheduled hours most closely approximating the laid off employee, provided he/she is senior to the employee bumped.

In the event that the scheduled hours most closely approximating the laid off employee's hours are held by junior employees, one having scheduled hours more, and one having scheduled hours less, by the same amount, the employee exercising bumping rights may choose to bump either employee. (e.g. An employee who is laid off from a 24-hour position who is senior to an employee working in a 32 hour position and who is also senior to an employee working in a 16 hour position may choose to bump either of the two employees.)

In the event of multiple layoffs, when more than one employee in the same seniority group and shift are laid off, choices of bumping will be exercised by seniority. The most senior of the laid off employees will choose first which of the junior employees among those subject to bumping he/she will bump. Then the next most senior laid off employee will choose.

3.6 Rights of employees bumped - The employee bumped by an employee designated for layoff will have the same bumping rights as the laid off employee. However, any employee, bumped by an employee who was bumped by a laid off employee, may only bump the most junior in his/her seniority group regardless of shift, provided he/she is senior to the employee bumped, or accept layoff.

For bumping purposes, employees may only exercise the aforementioned provisions if they can obtain complete functionality within the section into which they will bump after an appropriate orientation which will not exceed four (4) weeks. Functionality will be determined by the section supervisor and the administrative director or his/her designee. If the affected individual cannot achieve complete functionality they will be placed on layoff.

Employees who have been laid off shall be recalled (reemployed) within their seniority groups in the inverse order of their layoff.

Employees will be notified of recall from layoff by certified mail and shall have ten (10) days from the date of the postmark to respond.

Employees who have been laid off shall remain on the recall list for a period not to exceed one (1) year from the date of the layoff.

Employees on layoff shall not be denied further consideration for recall (reemployment) by declining to accept reemployment to a position on a different shift or with different weekly hours than the position from which they were laid off.

3.7 Seniority Lists

a. The Employer shall furnish a complete and true electronic copy of the seniority list to the Union before the first day of May in each year. Seniority lists shall include the name, employee number and the date of hire, promotion or transfer of each employee on this list.

b. The Employer shall post all required seniority lists in all nursing units and in all other departments where bargaining unit employees work. The posting in each unit and/or department shall contain seniority lists by seniority group for all employees working there. The initial list required by subparagraph a. above and each list posted annually thereafter, shall be considered correct unless the Union notifies the Employer to the contrary within thirty (30) days of posting. Lists will be removed after the thirty-day posting period. In the event that there are challenges within the thirty-day posting period, they may be resolved under the grievance provisions of this Agreement. In addition to the list required by subparagraph a. above, the Employer will also post updated lists quarterly. The Union or the Employer may object to placement of employees on the quarterly list, but any objections that cannot be resolved by mutual agreement will be reserved and resolved at the time of the annual list pursuant to the grievance provisions of this Agreement.

3.8 Seniority for Licensed Personnel – Employees who are hired contingent upon passing a state licensure exam will not acquire either seniority group seniority or Hospital seniority until they have successfully passed their licensure examinations. At that time, their seniority will relate back to their date of hire in the position in question.

ARTICLE IV POSTING POSITIONS

4.1 Posting – All vacancies for jobs in the bargaining unit, including temporary vacancies and positions, shall be posted on the Personnel Office bulletin board for a period of seven (7) working days prior to filling them. Upon request, the Union President will be furnished with a copy of all such postings at the time they are posted.

The posting shall be standardized and contain the qualifications and requirements for the position as determined by the Employer, and shall indicate the initial unit, shift and hours. The current job description for the position will be posted or the posting will include a statement of where a current job description may be obtained.

4.2 Application and Selection– Employees may apply for such vacancies by submitting an application in writing to the appropriate Hospital official. At the close of the posting period, the Employer shall review all applications and shall interview all qualified applicants. In order for an employee to be eligible for consideration for a vacancy, the employee must have completed six (6) months' service in their current position. Appointments to the vacant position shall be based upon qualifications. When qualifications are equal in terms of education, training, experience, ability and previous employment record, Hospital seniority shall be the determining factor in filling vacancies. Qualified applicants within the professional* bargaining unit shall be given first preference over applicants from the technical* or CNA* bargaining unit and over applicants from outside the Hospital. In addition, when there are qualified applicants from the technical* or

CNA* bargaining unit for a position within the professional* bargaining unit, such applicant will be given preference over applicants from outside the Hospital. So long as the Employer complies with the procedural requirements of the Article in filling the position and so long as the Employer's determination of qualifications and the equality thereof is not made for arbitrary or capricious reasons, it shall not be subject to the grievance and arbitration provisions of this Agreement.

4.3 Promotion Outside the Bargaining Unit – The parties recognize that promotions to positions outside the bargaining unit are not appropriately a subject of collective bargaining. However, the

*Professional Agreement should state “applicants from technical or CNA bargaining unit...”

*Technical Agreement should state “applicants from professional or CNA bargaining unit...”

Employer wishes to reassure the Union that it recognizes the desirability of promoting from within the bargaining unit to higher level positions and expects to follow the policy whenever appropriate. The parties recognize that the Employer's decisions in this regard are not subject to the grievance and arbitration provisions of this Agreement. When such positions are posted, they will be posted on the Personnel bulletin board.

4.4 Part-Time Vacancies – Whenever the Employer determines that there is a need for additional work in a position within a bargaining unit, but that such additional work is available for a period of time of less than forty (40) hours per week, such additional work be offered to those part-time members of the bargaining unit who are working in the same seniority group and unit as is required for the additional work and, in the event of conflict, seniority will prevail; provided, however, that any person accepting these additional hours must continue to work his/her existing hours and may not assume more than a 40-hour per week schedule and provided, further, however, that, if the additional hours include weekend hours, such person may be required to work those weekend hours in addition to the weekend hours normally worked in his/her regular part-time position.

4.5 Temporary Vacancies/Positions – All temporary vacancies and positions shall be identified as such at the time they are posted.

Notwithstanding the foregoing, if the Employer decided to fill a position vacated by an employee who is taking a leave of absence, that position will be posted as a temporary position regardless of the duration of the leave of absence.

The duration of a temporary position shall be limited to one hundred eighty (180) days or less. If the position is to be continued beyond 180 days, it shall be handled as follows:

1. If the position/vacancy was initially filled from outside the bargaining unit and is to be expanded to include additional hours, or is to be made a regular position, it shall be reposted and filled pursuant to Sections 4.1 and 4.2 above.
2. If the position/vacancy was initially filled from inside the bargaining unit and is to be expanded to include additional hours or is to be made a regular position, then it shall be first offered to the incumbent. In the event that the incumbent is not interested in the expanded or permanent position, then it shall be posted pursuant to Sections 4.1 and 4.2 above.

4.6 Contract Coverage of Regular Employees in Temporary Positions – Regular employees who voluntarily assume a temporary position shall continue to be covered by the terms and conditions of the Agreement and shall not forfeit any accrued rights or benefits.

4.7 Applications by Absent Employees - Employees who are sick, on vacation or leave of absence may apply for vacancies occurring during their absence by filing an application with the Employer for them, but the Employer will have no obligation to notify them of such vacancies other than by posting as above provided and by providing the Union with a copy of the postings, as above provided.

4.8 Conversion of Technical or CNA to Professional or Technical Positions – When an employee in the technical or CNA bargaining unit, through further education, becomes qualified for a position in the professional (or technical) bargaining unit, the Employer shall have the right to convert, with the Union’s agreement, that employee’s position to a professional (or technical) position without posting. The Employer will notify the Union of such conversions, following the procedures of paragraph 2.1.

4.9 Upgrading Positions– When an employee, through education, becomes qualified for a higher position within his/her specialty, the Employer shall have the right to convert, with the Union’s agreement, that employee’s position to the appropriate higher position without posting. The Employer will notify the Union of such conversions following the procedures of paragraph 2.1.

4.10 Employment of Regular Employees in Temporary Positions – If a regular employee successfully bids on a temporary position, he/she will continue to be covered by this Agreement and will continue to accrue Hospital and seniority group seniority and to accrue hours for purposes of sick time, vacation and other applicable entitlements. However, if the employee bids to a position outside of his/her seniority group, he/she will accrue seniority group seniority in the new group but not in the old group. When such an employee returns to his/her old seniority group, the seniority group seniority he/she accrued while in the temporary position will terminate, but the time worked in the temporary position will be credited to his/her seniority group seniority in the old group. A part-time employee’s status may not be changed to full-time by virtue of hours worked in a temporary position unless he/she works in the temporary position for at least ninety (90) days. Any part-time employee bidding on a temporary position and wishing to retain his/her part-time position at the same time must be able to work the hours required by that position without modification of his/her regular part-time hours.

4.11 Posting Temporary Position When Job is Made Permanent – If any temporary position becomes permanent, it must be reposted as a permanent position, subject to paragraph 4.5.

4.12 Filling Positions – When the Employer learns that a position will become vacant, the Employer will determine whether the position will (i) be abolished; (ii) remain the same; or (iii) change. If the Employer determines that the position will not be abolished, the position will be posted immediately. A successful applicant shall be placed in the position no later than ninety (90) days following selection, during which time the applicant cannot apply for another position in a different department.

4.13 Bulletin Board Postings – At the beginning of each month the Employer will post on the Personnel bulletin board a list of all vacancies posted during the preceding month which have not yet been filled. This posting is for informational purposes only. A copy of the list will be sent to the Union President.

4.14 Fulltime Desirability In recognition of the importance and desirability of creating fulltime positions, the Hospital agrees to use its best efforts to create fulltime positions.

**ARTICLE V
MANAGEMENT'S RIGHTS**

5.1 Except as expressly limited to the provisions of this Agreement, the Employer retains all the rights which preexisted this Agreement, including, without limiting the foregoing, the right to: manage the operations of the Hospital and direct the workforce; hire employees of its own selection; maintain order and efficiency; extend, maintain, curtail, consolidate or terminate its operations; determine the size and location of its facility or facilities; determine the type and amount of equipment to be used and the assignment of the work; transfer employees; discipline, suspend and discharge employees for just cause; lay off for lack of work; determine the number of, and assignment to, shifts, departments and units, the number of days in the work week, hours of work and the number of persons to be actively employed by the Employer at any time; employ Temporary employees; post and require employees to observe rules and regulations; determine the methods and scheduling of services to be performed by employees, including the means and processes of such services; set standards of professional conduct, service, clinical competency, productivity and performance and maintain performance records for all jobs; subcontract work; permit supervisory employees to perform bargaining unit work; and, in general, to determine what work should be performed as well as when, where, how and by whom such work shall be performed.

5.2 The parties acknowledge that during the negotiations, which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**ARTICLE VI
NON-DISCRIMINATION**

6.1 The Employer agrees that it will continue its policy of equal employment opportunity for all qualified persons without discrimination on the basis of any individual's race, color, national origin, religious affiliation, sex, age, handicap or any other protected classes under state, federal or local laws. Subject to Article II, the Employer and the Union agree that there will be no discrimination against any employee because he/she is or is not a member of the Union or because he/she engages in any activities protected by the National Labor Relations Act.

6.2 Personal pronouns used in this Agreement are for convenience only and do not denote gender.

**ARTICLE VII
PROBATIONARY EMPLOYEES**

7.1 Probationary Period – Newly-hired employees shall be considered probationary for a period of one hundred eighty (180) calendar days from the date of employment. With the agreement of the Union, the Employer may extend the probationary period for individual employees for up to an additional ninety (90) calendar days.

7.2 Copies for New Employees – All newly-hired employees shall receive a copy of the job description which covers the employee's position, a notice of the unit(s) to which the employee is assigned, an initial work schedule, and a copy of the current collective bargaining agreement. New employees will also receive a written notice of their starting rate and when they would be entitled to the next step increase. The Union shall be copied regarding all correspondence concerning the implementation of this Article.

7.3 Orientation for New Employees – All newly-hired employees shall be given a job orientation by the Employer, the content and extent of which will be determined by the Employer, taking into consideration the background and experience of the employee. During an employee's first day in his/her department or unit, and before receiving an initial assignment, the employee shall be oriented to essential department policies and procedures, and equipment operation and location, that is necessary to perform the assigned tasks.

7.4 Discharge – During or at the end of the probationary period, the Employer may discharge any such employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

In the event that a probationary employee is to be terminated during or at the end of the probationary period, the employee may request a terminal interview with the Director of Human Resources, and, upon request, may have a Union representative present during the interview.

ARTICLE VIII MAINTENANCE OF HEALTH

8.1 Exams– Employees may be required to successfully pass a physical examination, which may include a chest x-ray and other required tests. After initial testing, and from time to time, the Employer may require additional examinations and tests, when, in the judgment of the Hospital, such additional examinations and testing are warranted. Such examinations and testing shall be provided by the Hospital at no cost to the employee.

8.2 Occupational Health – Any employee absent due to illness or injury for a period of three (3) consecutive scheduled working days or more, or in the case of part-time employees, one (1) calendar week, and any employee wishing to return to work after lost time due to an on-the-job injury must make an appointment with Occupational Health or designee and receive medical clearance prior to returning to work

ARTICLE IX GRIEVANCE PROCEDURE

9.1 Definition - A grievance is defined as any dispute between the Hospital and the Union concerning the interpretation, application or meaning of any of the express provisions of this Agreement.

For the purposes of this Article, the term “employee” shall mean an individual employee, a group of employees, or the bargaining unit as a whole.

In the case of an individual grievance, the employee is expected to discuss the situation with his/her supervisor before proceeding to Step 1.

9.2 Grievance Time Limitations – All grievances must be initiated within fifteen (15) calendar days after the alleged violation or cause of the grievance has become known to the employee involved, or the Union. In the case of an alleged grievance which affects the bargaining unit as a whole, or in a case when the alleged grievance results from an action above the level of the supervisor, the Union may initiate the grievance at the appropriate step of the grievance procedure.

Failure on the part of the Hospital to answer a grievance at any step shall not be deemed acquiescence to or acceptance of the grievance. In such cases, the grievance may be processed to the next step in the grievance procedure.

The parties may by mutual consent extend any of the time periods provided for in this Article. Nothing contained herein shall prevent the parties by mutual agreement from holding informal discussions regarding the intent or interpretation of any of the provisions of this Agreement.

In the event that the Employer and the Union cannot agree on the proper interpretation of this Agreement with respect to the Employer’s rights and obligations hereunder, the Employer shall have a right to take the matter to arbitration so that it may seek official clarification before proceeding to take action. The Employer agrees not to abuse this right.

Except as provided above in this Section 9.2, in computing the time periods set forth in this Article, holidays and weekends shall be excluded.

9.3 The Grievance Procedure

Step 1 – A meeting shall be held between the employee(s) [who may be accompanied by a Union representative if requested by the aggrieved employee(s)] and the immediate supervisor to discuss the alleged grievance. The immediate supervisor shall render a decision in writing within three (3) working days following the meeting.

Grievances presented at this Step and at subsequent steps must be reduced to writing on a standard grievance form and specifically refer to the provision(s) of this Agreement on which they are based, specifying the alleged violation, and signed by the aggrieved employee(s) and a Union representative. Either the Union or the grievant may amend the grievance at any time up to and including, but not after Step 3.

Step 2 – If no satisfactory settlement is reached, the grievance shall be presented in writing within five (5) working days of the decision of the supervisor at Step 1 by a Union representative to the appropriate Vice President or designee. The appropriate Vice President or designee shall meet with a Union representative and, if appropriate, with the aggrieved employee to discuss the alleged grievance. The Vice President or designee shall render a written decision within three (3) working days of the meeting.

Step 3– If no satisfactory settlement is reached at Step 2, the grievance may, within five (5) working days, after the receipt of the written decision at Step 2 above, be submitted in writing to the Director of Human Resources or his/her designee. The Director of Human Resources or his/her designee shall meet with the representatives of the Union to review the alleged grievance within seven (7) working days of the receipt of the grievance. The Director of Human Resources or his/her designee shall render a written decision not later than five (5) working days after the meeting.

9.4 Arbitration– If the grievance is not resolved pursuant to the foregoing procedure, the Union may submit the grievance within twenty (20) working days after completion of Step 3 of the grievance procedure to the American Arbitration Association for selection of an impartial arbitrator in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

Nothing contained herein shall prevent the parties from mutually agreeing to an arbitrator as long as the time limits set forth are adhered to.

9.5 Authority of the Arbitrator– the Arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in paragraph 9.1 and shall have authority only to interpret the terms and provisions of this Agreement and to render a decision and remedy which he/she deems to be appropriate. The Arbitrator may not add to, subtract from, or modify any of the terms or conditions of this Agreement. The decisions of the Arbitrator shall be final and binding on all parties. The fees and expenses of the Arbitrator shall be shared equally by the Employer and the Union.

9.6 Discharge or Other Discipline –

The Employer may warn, suspend, demote or discharge an employee for just cause. In determining just cause, the Arbitrator shall take into account the special circumstances of an acute health care facility, including the impact of an employee's performance and behavior on patients' safety and health, and on the licenses or accreditation of the Hospital and its employees.

In cases of discipline, including, but not limited to, discipline for acts or omissions of a criminal nature, HIPAA Violation, drug diversion, and other serious violations, an Arbitrator shall conclude that the facts alleged by the party having the burden of proof are true if they have been proved by a preponderance of the evidence.

ARTICLE X LEAVES OF ABSENCE

10.1 Requests, Duration– The Family and Medical Leave Act of 1993 (FMLA) entitles eligible employees to take up to twelve (12) weeks, unpaid, job-protected leave each year for certain family and medical reasons. The Rhode Island Parental and Family Medical Leave Act (the Act) allows for thirteen (13) consecutive weeks in any two calendar years. Any leave of absence granted to an employee under this Article which would be considered a leave of absence covered by FMLA or the Act will run concurrently with the employee’s FMLA, and the Act leave of absence entitlement. The Employer agrees to abide by FMLA and the Act regulation. All employees may apply for unpaid leaves of absence for illness, personal injury, and disability connected with maternity leave, but must concurrently utilize unused and accrued sick hours. Employee’s returning from leave cannot use vacation time within 60 days from the return from leave. In addition, employees with (1) year of service or more may apply for unpaid leaves of absence for maternity (beyond period of disability) and work-related injuries. Each such request for leave of absence must be submitted in writing to the employee’s department head and be authorized in writing by the appropriate Vice President. The Employer agrees to review each leave request and give it fair consideration. The Employer retains the right to deny any such request and to limit the duration of any leave granted; provided, however, that requests for leaves for illness, personal injury and disability connected with maternity will be denied only on the grounds that the employee has failed to document medical necessity for the leave to the Employer’s satisfaction.

If the Hospital has reason to doubt the validity of a medical certification, it may require the employee to obtain a second medical opinion at the Hospital’s expense. The Hospital may designate the physician to furnish the second opinion, but that physician may not be employed on a regular basis by the Hospital. The Hospital may not regularly contract with or otherwise regularly utilize the services of the physician furnishing the second opinion.

If there is a disagreement between the employee’s health care provider and the Hospital designated physician, the employee will be evaluated by a third health care provider selected by the Hospital and the employee. The third opinion shall be at the Hospital’s expense and shall be final and binding.

If the Hospital requires the employee to obtain a second or third opinion the Hospital must reimburse the employee or the family member for any reasonable out of pocket travel expenses incurred to obtain the second or third medical opinion. The Hospital may not require the employee or family member to travel more than 60 miles for purposes of obtaining the second or third medical opinion except in very unusual circumstances.

10.2 Accruals - Employees shall continue to accrue seniority on the basis of their regularly scheduled hours immediately preceding such leave.

10.3 Insurance Coverage –Employer contributions to insurance coverages shall be continued during an approved FMLA leave of absence.

10.4 Failure to Return, Accepting Other Employment – Failure to return to work after expiration of leave of absence, or acceptance of employment during a leave of absence, shall constitute a voluntary termination with the Hospital.

10.5 Medical Verification– The Employer shall have the right during every approved leave of absence for illness, injury or disability connected with maternity exceeding thirty (30) calendar days to require the employee to submit medical verification of the employee’s status for each subsequent thirty (30) day calendar period such leave continues; provided, however, that no such verification will be required for any period covered specifically by a previous verification.

10.6 Extensions – Applications for extensions of leave of absence for illness, injury or disability connected with maternity must be made in writing before expiration of the original leave, must be accompanied by satisfactory medical documentation and must be approved before such expiration by the appropriate Vice President.

10.7 Return to Work – Upon return to work after completion of a leave of absence, the Employer shall offer reinstatement to the employee’s former position, if it is available, or if not, to the first available comparable position. The employee’s failure to accept reinstatement consistent with this paragraph shall result in the voluntary termination of employment with the Hospital; provided, however, that if the employee refuses to accept the same or comparable which is on a different shift from the employee’s regular shift, he/she will retain the right to be offered subsequent comparable openings for a period of 90 days following completion of the leave. For purposes of this paragraph a position is comparable if it is in the same seniority group and has the same weekly hours. For a fully unpaid authorized leave (including medical, maternity, parenting or adoption), the Employer will hold an employee’s position for the duration of an approved FMLA leave. For a medical leave fully or partially paid, the Employer will hold an employee’s position.

This paragraph will take precedence over the posting provisions of this Agreement. The Employer agrees to use its best efforts to avoid filling an employee’s position permanently while the employee is on approved leave of absence and such efforts will include efforts to fill the position on a temporary basis, as well as consideration of the feasibility of redistributing the work among those personnel remaining; provided, however, that an employee may file a grievance for a violation of this Section only on the grounds that the Employer’s decision to fill the vacancy was arbitrary or discriminatory.

10.8 Failure to Return, Reemployment – In the event that an employee is unable to return to work after the expiration of a leave of absence for illness, injury, or disability connected with maternity or an extension thereto, the employee will no longer be covered by the terms of this Agreement and will be placed in inactive status. Should the employee reapply for employment at some later date the Employer will give consideration to the employee’s prior service.

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ARTICLE XI PAID TIME OFF

11.1 Bereavement Leave – Full-time employees who have completed their probationary periods will be granted time off with pay if there is a death in their family. This time off with pay may be granted only for consecutive workdays, one of which must be the day of the funeral, unless the funeral occurs on the employee's scheduled day off. Pay shall be computed at the employee's regular straight time rate of pay for each such scheduled working day. Employees are eligible for a maximum of three (3) days (or up to 24 hours) leave with pay for a death in the employee's immediate family (father, mother, husband, wife, child, brother, sister, guardian, mother-in-law, father-in-law, stepchild, stepparent, stepbrother, or stepsister). Such full-time employees are also eligible for one (1) day bereavement leave with pay for grandparents, grandchildren, sister-in-law, brother-in-law, son-in-law, or daughter-in-law. Part-time employees who have completed their probationary period will be entitled to two (2) days bereavement leave with pay for a death in the employee's immediate family as listed above. This time off with pay may be granted only for consecutive workdays, within five (5) calendar days of death of family member. Such part-time employees are also eligible for one (1) day bereavement leave with pay for grandparents, grandchildren, sister-in-law, brother-in-law, son-in-law or daughter-in-law. Probationary employees will be entitled to one (1) day bereavement leave with pay for a family member as listed above. Full-time night shift employees shall be entitled to the night before the funeral and the night after the funeral as time off if they request it. Only one of those days would represent paid time off if the death in the family involves grandparents, grandchildren, sister-in-law, brother-in-law, son-in-law or daughter-in-law. In these cases, the full-time night shift employee would receive bereavement leave pay for one of the two aforementioned nights and the second night would represent an unpaid excused absence, unless the employee requested paid vacation time. Part-time night employees may choose the night off before the funeral or the night off after the funeral. Eligible time spent on bereavement during a vacation will be credited to a bereavement leave and not vacation.

11.2 Jury Duty/Court Appearance – For any scheduled workday in which a full-time employee or a regular part-time employee is required by the federal or state government to serve on a jury or in any court or is required to attend court pursuant to a valid subpoena as a witness (unless the employee is a party to the proceedings in which he/she testifies), and if the employee actually is required to be away from work, the employee shall be paid up to three (3) days (or 24 hours). Employees shall not be scheduled for weekend duty during the term of a jury duty of two or more consecutive weeks. Second and third shift employees shall not be required to work their regular hours while on duty under this Section.

11.3 Military Leave – Full-time employees and regular part-time employees who have completed their probationary period are eligible to receive paid leave for military service, exclusive of weekend duty, during which the employee will receive the difference between his/her regular Hospital pay and the amount received from the government for such military service. Paid military leave is limited to a maximum of fifteen (15) days during each calendar year. If unpaid military leave extends beyond the period during which the Hospital continues an employee's health/dental insurance the Hospital will reinstate the employee's health/dental insurance effective the first of the month that the employee is scheduled to return; provided, the employee provides the Hospital with a specific return date prior to leaving on leave and notifies the Hospital as soon as possible if his/her return date is changed.

11.4 Notification – Whenever possible, employees must provide the Employer with two weeks' notice of Jury Duty and Military Leave and must notify the Employer as soon as possible of Bereavement and Witness Leave.

11.5 Coverage Under Agreement – Employees on any leave of absence provided for in this Article shall continue to be covered by the collective bargaining agreement and shall be given full credit for such time in all matters covered therein such as seniority and retirement (pursuant to the terms of the pension plan).

ARTICLE XII SICK LEAVE

12.1 Eligibility, Entitlement – All full-time and regular part-time employees shall be eligible to accumulate paid sick time as provided herein except that probationary employees will accumulate paid sick time during their probationary period but may not use it until after the completion of the 90 calendar days- See Appendix A for rate of accruals for sick time.

In order to receive sick time pay for any particular day, an employee must have notified his/her Department Head or immediate supervisor or their designee directly - no voice mail - no later than two (2) hours prior to the employee's scheduled starting time, unless otherwise agreed to by Department specific policy, but in no event less than one (1) hour prior unless the employee can establish that it is impossible to do so, in which case the employee shall notify the Employer as soon as possible prior to the scheduled starting time.

12.2 Leaving Work – On those occasions when an employee leaves work due to illness; the remainder of the employee's scheduled day shall be treated as sick time.

12.3 Calculation, Holidays, TDI – Sick time shall be paid at the employee's straight-time rate, without differentials. Employees who are on sick time on a holiday, for which they would otherwise be paid holiday pay, will receive paid sick time, but not holiday pay, provided they have accrued but unused Rhode Island Sick and Leave hours.

Employees receiving Temporary Disability Insurance or other disability (except Workers' Compensation benefits) shall have the option of receiving paid sick time during the period of disability provided that they take it in weekly increments.

12.4 Pregnancy Disabilities – Employees disabled due to pregnancy are eligible for sick time pay on the same basis as any other illness or injury.

12.5 An Excused Absence Day can occur only when the employee is absent due to one (1) approved jury leave, (2) paid military leave under Section 11.3, or (3) when the employee's services are not needed because of low workloads. In the case of low workloads, the Employer may, with the employee's consent, or upon the request of the employee, grant an employee an Excused Absence Day which will be unpaid. In no event can such an Excused Absence Day be granted if the employee must be replaced.

12.6 Utilization – Employees may utilize sick leave for injury or illness, or as otherwise allowed under state or federal law.

12.7 Employees hired prior to January 1, 2019, with accrued sick hours, including those above the maximum accruals in Appendix A, will be eligible for payout of those hours upon termination of employment. Starting January 1, 2019, any employee hired, rehired or transferred into the bargaining unit after the date of ratification will accrue sick hours per this agreement, but those hours are not paid out after termination.

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ARTICLE XIII VACATIONS

13.1 Eligibility, Entitlement – The vacation year shall be the full calendar year. Full-time and regular part-time employees shall be entitled to vacation on the basis years of service. See Appendix A for rate of accruals for vacation time.

13.2 Computation – Vacation time and pay will be computed at the employee’s regular straight time rate of pay, without shift differential, at the time the vacation is taken.

13.3 Scheduling - The Employer shall post departmental or unit sign-up sheets for calendar annual, semi-annual or quarterly periods, in its discretion, on which employees will indicate their preferences for vacations during the semi-annual or quarterly vacation period designated on the sheets. The postings will be made at least sixty-five (65) days prior to the beginning of the designated vacation period. Vacation request schedules will be posted and stay up for two (2) weeks so one can exercise seniority. Employees shall indicate their preferences for vacation schedules within two weeks of the posting. The Employer shall have the rights (but shall not exercise such rights arbitrarily or capriciously) to determine (1) how much vacation time will be granted within a particular department or unit during the designated period and (2) whether such preferences will be honored; provided, however, that if there is a conflict in the preferences of employees within a particular department or unit, the preference(s) of the employee(s) with the most Hospital seniority will prevail; and provided, further, however, that conflicts between an employee requesting a full week of vacation and an employee requesting less than a full week during the same week will be resolved in favor of an employee requesting a full week. Employees who fail to indicate their preferences within the two-week posting period will have no right to exercise their Hospital seniority. Employees who transfer to a different unit after the schedule of that unit has been established can be required to adapt to the new schedule in the new unit. Subject to the Employer’s right to determine vacation schedules, the Employer will not adopt a policy to categorically deny vacations during major holiday weeks (Thanksgiving, Christmas and New Years’ weeks).

Provided further, however, such preferences during prime-time vacation (Memorial Day through Labor Day, inclusive) initially shall not exceed two weeks and provided further that when all employees in a particular department or unit have had their initial preferences honored to the extent that that is possible, then any additional vacation time shall be scheduled with the employee(s)’ Hospital seniority prevailing in the event of conflicting requests.

Employees who receive or take single vacation days may also be allowed to work during that week but only at the specific request of the Employer.

13.4 Single Days – The Employer, in its discretion, may allow employees to take single vacation days, provided a request for such a day is made at least two weeks prior to the official posting of time schedule for the period in which the vacation day will be taken. If upon short notice, an employee requests time off, and can be accommodated, and if the employee has vacation time banked, the employee will be required to take such time off as vacation time.

13.5 Holidays, Weekends – If a holiday falls within a full-time employees’ vacation period, the employee, if otherwise eligible, shall be credited with an additional vacation day. Employees taking vacations in full weekly increments will not be scheduled for any weekend duties during their vacation period and will not be scheduled for both the weekend before and the weekend after their vacation. However, this is not intended to require the Employer to schedule employees to work at least one of the weekends before or after their scheduled vacation. For a vacation to be approved during which time an employee is scheduled to work a holiday, the employee must switch his/her holiday assignment. Whenever an employee leaves for or returns from vacation on a weekend when he/she is scheduled to work, the weekend in that case shall be split so that,

if the employee is scheduled to work the Saturday before starting his/her vacation and Sunday at the end of his/her vacation, he/she will be deemed to have worked one weekend. In the case of night shift employees, the split weekend will involve working the night shift that begins on Friday night and returning to work on the night shift that begins Saturday night.

13.6 Records – The Employer will keep a current record of used and unused vacation time for each employee and agrees to supply a copy of said record to the employee upon request.

13.7 Termination of Employment – Upon termination of employment, for any reason, an employee will be entitled to receive the balance of his/her unused vacation entitlement for the year in which the termination occurs; provided, however, that in the case of a voluntary termination, the employee provides the Employer with at least two weeks’ notice and works the two weeks prior to resigning. Vacation accrued during the year will be paid only to employees who (1) are terminated by the Employer for reasons other than just cause, (2) actually work during their notice period, and (3) to employees who retire. Terminal vacation will be paid at the employee’s straight time rate, without differentials.

13.8 Two Consecutive Weeks, Part-Time Schedules – Employees shall be entitled to up to two consecutive weeks for their vacation entitlement during each calendar year and may be granted longer than two consecutive weeks. Part-time employees’ vacations shall be taken in accordance with their regular part-time schedule, provided, however, that with the Employer’s approval, a part-time employee may elect to take up to ten (10) days of his/her vacation during a single two-week period; and provided, further, however, that when a part-time employee takes vacation which was accrued while he/she was a full-time employee, the Employer may require him/her to take his/her vacation in weekly (5 consecutive days) increments. This Article is not intended to prohibit the Hospital from scheduling vacations longer than two consecutive weeks.

13.9 In those units or departments in which existing vacation scheduling practices vary from the provisions of Article XIII, those practices may continue to exist, provided that they are mutually agreeable to the Union and the Hospital.

ARTICLE XIV HOLIDAYS

14.1 Entitlement, Eligibility – All full-time employees are eligible for the following paid holidays:

New Year’s Day
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Day after Thanksgiving
Christmas Day

14.2 Computation – Holiday pay for full-time employees not working on the holiday shall be computed at the employees’ regular rate of pay plus applicable shift differential at the time of the holiday.

14.3 Part-Time Employees – Regular part-time employees will not be entitled to holiday pay unless they work the holiday. If they work the holiday they will be compensated in accordance with paragraph 14.5.

14.4 Working Day Before and Day After – In order to be eligible to receive holiday pay for any holiday, the full-time employee must work his/her last full scheduled workday before the holiday as well as his/her next full scheduled workday after the holiday, unless the full-time employee’s absence is authorized. Any full-time employee who calls in sick on a scheduled holiday will receive sick pay, not holiday pay, provided the full-time employee is otherwise qualified to be paid for the holiday. This section can only be used if the employee exceeds his/her statutory leave time as described in the Rhode Island Sick and Safe Leave Law.

14.5 Compensatory Time Off– The Employer may elect to provide compensatory time off with pay within thirty (30) days before or after the holiday in lieu of holiday pay for employees who work on a designated holiday or to pay the employee holiday pay plus pay for hours worked on the holiday and the employees’ preferences will not be unreasonably denied.

14.6 Holidays Occurring During Absences, Vacation– No payment will be made for holidays which occur during the period of unpaid absence or terminal vacation. If a designated holiday occurs during an employee’s regularly scheduled vacation (as opposed to terminal vacation) the employee, if otherwise eligible, shall be credited with an additional vacation day.

14.7 Day of Observance – The above-designated holidays will be recognized on the day designated for the legal observance of the holiday, except for Christmas and New Year’s Day, which will be recognized on December 25 and January 1, respectively; provided, however, in the case of those units which regularly work a five (5) day weekly schedule, Monday through Friday, holidays which fall on a Saturday will be celebrated on the preceding Friday and holidays which fall on Sunday will be celebrated on the Monday immediately following the Sunday. Each holiday shall be deemed to occur commencing at the beginning of the applicable night shift prior to the holiday and shall terminate at the completion of the applicable shift on the evening of the holiday.

14.8 Working Christmas Eve – Employees who work 3 pm to 11 pm on Christmas Eve shall be paid at the rate of 1 ½ times their regular rate of pay for all such hours worked.

14.9 Working Major Holidays – In any two-year period, full-time and regular part-time employees shall not be required to work more than one each of the holidays of Thanksgiving, Christmas and New Year’s unless the employee agrees to the contrary; provided, however, that this requirement will not apply if the number of employees in the job classification in the department or unit is insufficient to permit such rotation. Employees assigned to work Thanksgiving, Christmas, or New Year’s will not be required to work the eve of the holiday which they work; provided that the number of employees working in the job classification in the department or unit is sufficient to permit this. The eve of the holiday shall be interpreted as the 3:00 p.m. – 11:00 p.m. shift the day prior to the holiday for second shift employees and the 11:00 p.m. – 7:00 a.m. shift following the holiday being observed by the third shift employees. With respect to this issue, the holiday schedule shall supersede weekend schedule.

Prior to any final decision being made in either of the above situations with respect to implementing the above provisos, the Employer will consult with the Union for the purpose of considering alternative scheduling arrangements

14.10 Posting, Scheduling – Holiday schedules shall be posted either as part of the regular monthly schedule, or on a quarterly or semi-annual basis. Normally, employees shall not be scheduled to work two consecutive holidays unless emergencies or circumstances beyond the Hospital’s control make it necessary to do so. The Employer shall make every effort to avoid scheduling employees to work two consecutive holidays but will not be required to hire additional staff in order to do so.

When it is necessary to modify the holiday schedule, because of an absence, the work will be assigned, within the applicable department or unit, first on the basis of volunteers and secondly on the basis of the least senior employee receiving the assignment; provided, however, that such least senior employee will not be scheduled again to work a holiday due to the absence of the employee assigned to work until all other employees have been so scheduled. Scheduling adjustments which are necessitated by such occurrences will be made no later than one (1) week following the event which caused the need for these adjustments.

In units where there are alternative holiday scheduling practices, those practices may continue to exist so long as they are agreeable to the employees, the Union, and the Hospital.

14.11 On-call employees called in on a holiday and other employees who are called in to cover a sick call or an emergency during a holiday will be paid 1 ½ times their regular rate, but without pyramiding.

ARTICLE XV HOURS OF WORK, ASSIGNMENTS AND SCHEDULES

15.1 Work Week – The work week for all full-time employees is forty (40) hours per week or, in the case of twelve (12) hour shift employees, thirty-six (36) hours per week – Sunday through Saturday on all shifts except the night shift which shall be Sunday at midnight through Saturday at 11:59 p.m. and eight (8) hours, ten (10) or twelve (12) hours per day. The schedule for full-time employees shall include two (2) days off in each week, exclusive of overtime.

Employees, either full or part-time, may be assigned to work schedules other than as set forth above provided that the specific days and hours of any such schedule must be agreeable to the individual employee assigned to it and provided further, that the job is first posted with the specific days and hours involved unless the only variation from normal schedule is shift starting and ending times which depart from the normal shift hours by one hour or less.

The basic shifts are as follows:

The day shift shall be any shift commencing on or after 6:00 a.m. and ending on or before 5:00 p.m.

The evening shift shall be any shift commencing on or after 3:00 p.m. and ending on or before 11:00 p.m.

The night shift shall be any shift commencing on or after 11:00 p.m. and ending on or before 7:00 a.m.

The work week is the period consisting of seven (7) consecutive workdays commencing at the beginning of the day shift on Sunday (the end of the night shift on Saturday morning for night shifts). The workday consists of twenty-four (24) consecutive hours commencing at the beginning of the day shift.

15.2 Rest and Meal Periods – 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 consecutive eight (8) hour shifts will also be entitled to one-half hour duty free unpaid meal period for each such shift to be scheduled by the Employer. Voluntary failure to take a rest or lunch break will not constitute a violation of this Agreement.

15.3 Regular Assignments An employee's present assignment (department, unit, shift, hours worked) shall be considered his/her regular assignment. An employee's regular assignment may only be altered as hereinafter provided.

15.4 Work Schedules Specific work schedules for each department or unit shall be prepared covering a period of at least one (1) month at a time. Such schedules shall be posted in permanent form at least twenty-eight (28) days in advance of the first day on which the schedule is to become effective. Employees will be allowed to make copies of the posted permanent schedule. Management or their designee will post a hard copy of the unit schedule. Once this schedule has been posted, no alterations shall be made thereto except as hereinafter provided or by mutual agreement by both management and the employee.

15.5 Rotation – This Section shall not apply to employees in rotation positions. The Employer agrees to attempt to keep rotation (temporary reassignment of employees from their regular shift to another shift) to a minimum and to provide employees with as much advance notice of required rotation as is feasible. In order to implement these objectives, the following rules with respect to rotation will apply. Required rotation that can be anticipated at the time that the official monthly work schedules are prepared will be included in those schedules. The Hospital anticipates that this will include rotation occasioned by vacations, vacancies, holidays, and leaves of absence known to the Employer at the time the schedules are prepared. Thus, changes in the official schedule will be occasioned only because of temporary illnesses and other temporary absences occurring after the schedules are posted, vacancies created by termination occurring after that time and/or leaves of absence scheduled after that time.

The Employer agrees to solicit volunteers for rotation and to establish a volunteer list. Any employee on that list at the time the monthly schedule is prepared will be scheduled for rotations prior to mandatory rotation, subject to paragraph 15.5d. In addition, when it becomes necessary to assign unscheduled rotation, the Employer agrees to seek volunteers first, except in those departments where on-call employees are used.

Any employee required to work an unscheduled rotation will receive five (5) calendar days' notice unless, due to sick calls or unanticipated leaves of absence or termination of employment, the department or unit has no employees available for the shift in question in a category where the department or unit cannot operate without at least one employee in such category. (For example, where a nursing unit has no RN's available for a particular shift, the five (5) day notice requirement will not apply.)

Both scheduled and unscheduled rotations will be rotated among the employees in the unit or department and shift in question starting with the least senior employee on a seniority group basis, so that once an employee has been assigned to rotate, he/she will not be assigned again until all other employees in that employee's job classification, unit, or department and regular shift who are available have been assigned to rotate once, provided, however, that if an employee calls in sick for a shift to which he/she has been assigned, he/she will not be credited with any rotation for that shift. It is understood that the Employer has the right to determine which shift or shifts will be selected for rotation.

If an employee is required to rotate, his/her regular position on his/her regular shift will not be backfilled by another employee, per diem or pool person on the day of the rotation, except in cases when the employee, is being rotated to an off shift to take charge and it is necessary to use a medical pool person who is not qualified to take charge.

Back-filling refers to rotating an employee to an off shift, then replacing them on the shift from which they were rotated with another employee, per diem or pool person on the same day as the rotation. If an employee's shift from which they were rotated is backfilled, the employee who was rotated will be compensated at time and one half for all hours worked on the shift to which they were rotated.

If an employee is rotated, and census increases requiring additional staff on the shift from which they were rotated, the rotated employee will be called and given first option to return to their regular shift, before seeking volunteers.

If an employee is rotated, and a sick call comes in on the day and shift from which the employee was rotated, the Unit/Department does not have to call back the rotation to cover the sick call.

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If an employee is rotated, and the shift to which they were rotated no longer needs the additional person, the rotated employee will be given the option to:

1. Come in anyway, and the appropriate staff person will be floated consistent with the CBA;
2. Take vacation time if they have time in their bank; or
3. Take an excused absence day in accordance with Article 12.5 herein.

If an employee exercises their option to take an excused absence day, the employee may make up their time by coming in to work the following day on their regular shift by mutual agreement with their manager.

The weekend for a first or second shift employee is Saturday/Sunday. The weekend for a third shift employee is Friday/Saturday. If a first or second shift employee is required to rotate to third shift to cover for a weekend, in a two (2) day block rotation, for scheduling purposes, their weekend is Friday/Saturday.

By mutual agreement with their supervisors, employees in the same unit may agree to switch rotation assignments provided that they are switching with a person who has the same qualifications and that the change does not otherwise affect their schedules.

Every effort will be made to avoid scheduling rotation which results in an employee rotating to the evening shift and having to return to work the next morning on the day shift.

When employees are required to accept an unscheduled rotation to another shift, their regular weekly work schedule will not be reduced to offset the hours on the rotation shift unless the employee so requests.

No employee will be required to rotate more frequently than thirty (30) times in a calendar year.

In no case will an employee be scheduled to rotate on the day before his/her vacation unless the vacation is a single vacation day. However, in no case will an employee be required to rotate to the third shift on the day before he/she has been scheduled for a single vacation day. For these purposes the third shift is the shift beginning at 11:00 p.m. on the day before the vacation day.

In no case will an employee be required to rotate to two different shifts during the same work week.

In no case will an employee be required to rotate to the evening or night shift on the day before his/her scheduled weekend off.

15.5a Optional Rotation – Employees who wish may elect, on a yearly basis at a time to be designated by the Employer, the alternative method of rotation set forth in the sub-paragraph.

Both scheduled and unscheduled rotation will be rotated among the employees electing this option in the unit or department and shift in question on a forty (40) hour cycle. Thus, the first forty (40) hours of required rotation in the unit will be assigned to the least senior employee on the shift on a seniority group basis, so that once the employee has worked forty (40) hours of rotation, he/she will not be assigned again until all other employees (both those who elect this option and those who do not) in the job classification, unit or department and shift who are available have also worked forty (40) hours of rotation.

In no case will an employee electing this option be scheduled to rotate on the day before his/her scheduled vacation.

Any employee electing this option who is involuntarily rotated shall have at least sixteen (16) hours between the end of the shift to which he/she rotates and the start of his/her next scheduled shift unless the employee voluntarily agrees to report sooner.

Except as noted herein, all other provisions related to rotation will be applicable to employees electing this option.

15.5b Proration for Part-Time Employees – Part-time employees will have the maximum rotations set forth herein pro-rated.

15.5c Extraordinary Rotation Assignments – When the maximums set forth above have been reached by all qualified employees in the unit or department in question and proper patient care requires rotation, in the Hospital’s judgment, employees will be required to accept such “extraordinary rotation assignments”. Such “extraordinary rotation assignments” will be distributed among the employees in the department or unit in question equally.

15.5d Voluntary Rotation List – The Employer will establish a voluntary rotation list for each department or unit in which there is regularly scheduled rotation from the first to the second and/or third shifts. Employees who sign up for such lists will be entitled to a One Dollar (\$1.00) per hour premium for rotating, subject to the following terms:

- 1) There will be a two-week period each year designated by the Employer, during which employees may sign the list. Any employee who signs up will be required to accept all rotation assignments during the following year, up to a maximum of five (5) eight-hour shifts per month, whether or not that employee is a full-time employee or a part-time employee.
- 2) Assignments from the list will be rotated.
- 3) When employees reach their maximum voluntary rotation they will be given credit for the hours worked towards their maximum mandatory rotation and any further rotation required of them in the month in question will be governed by the provisions set forth above for mandatory rotation.

15.5e Qualification for Rotation – It is understood that no employee will be rotated to a charge position or position in a specialty unit unless the employee has been fully trained to perform the required skills for the position in question.

15.5f Weekend Rotation – When an employee is required to rotate to cover a weekend, he/she may be scheduled to rotate in a two (2) day block rotation to provide the weekend coverage. The two-day rotation weekend would be counted as two (2) individual instances of rotation. A separate weekend rotation book will be maintained. Two-day weekend rotation will be shared equally by staff scheduled for that weekend in the unit in question.

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15.5g Employees hired into a rotation position The following conditions shall apply to employees hired into a rotation position.

1. Employee will not rotate on holidays or weekends, except when necessary to ensure quality patient care and adequate employee skillset on the shift being rotated to.
2. The employee will not be rotated once the schedule is published.
3. Rotations shall be based on unit seniority on a rotating basis beginning with the least senior employee.

15.6 Floating –

The term floating refers to the temporary reassignment on a daily basis of an employee from his/her regular department or unit to another department or unit on the same shift. 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 floated is overstaffed. Floating to a department or unit will first be done on a voluntary basis. Assignment will be determined based on documented clinical competencies of employee floating. The Employer shall also have the right to hire employees as “permanent floats”. The Hospital will identify any positions posted as “permanent floats” as such in the posting. Permanent floats may be required to float, at the manager’s discretion, to any unit in the Hospital for which they are qualified to work. Employees will not be required to float to more than one different unit during a single shift and may be required to float back to their regular unit during a single shift.

The Employer may require employees (including, but not limited to, ICU, ED, LDRP, Psychiatry ASU, PACU, CATH LAB, OR, IR, PCU, 1ST EAST, 1st Right, 1st West, Wound Care Center, and Cardiac Rehab) to float when the department or unit from which they are floated is overstaffed or temporarily closed and the department or unit to which they are floated is understaffed; provided that the following conditions are met:

1. The Employer shall seek volunteers first.
2. If there are no volunteers, the Employer shall select the least senior employee(s) for mandatory floating on a rotating basis.
3. Floated employee(s) may not be assigned duties and tasks for which they have not been oriented and trained.
4. When an RN is floated from one unit to another (e.g., PCU to ICU) he/she will not be required to take charge unless he/she has been fully trained to perform the required skills.

If an employee is required to float, his/her regular position on his/her regular shift will not be backfilled by another employee, per diem or float pool person on the day of the float. Backfilling refers to floating an employee, then replacing them in the unit/department from which they floated with another employee, per diem or float pool person on the same day as the float.

Permanent floats may be rotated to any unit on any other shift. Rotation of permanent floats will be governed by the provisions of Section 15.5 through 15.5f; except that assignment of rotation to permanent floats on any shift will be rotated, by seniority, among the permanent floats on that shift.

(Remainder of page is intentionally left blank.)

15.7 Changes in Regular Work Schedule and Assignment – During the life of this Agreement it may be necessary for the Employer to permanently change the regular shifts, assignments to departments, units or shifts, and/or hours of shifts as they existed at the time this Agreement was executed. No such changes will be made without prior consultation and discussions with the Union. In addition, except in the case of emergencies, any employee affected by such changes will receive at least thirty (30) days' notice thereof. In the event that a change affects less than all of the employees in a particular department or unit, seniority group seniority will apply in selecting those employees who will be affected by the change. The Employer's right to make such changes is further limited by the following:

- 1) Any changes in an employee's shift hours will be limited to hours falling within the definition of shifts in this Article.
- 2) The Employer will not use its rights hereunder to move a single employee from one shift to another unless the employee's position has been eliminated and then only in accordance with seniority group seniority.

Any such changes that the Employer implements after notification to and discussion with the Union may be grieved only on the basis that they are arbitrary or discriminatory.

An employee may be moved from one shift to another on a temporary basis with ten (10) day notice, for the sole intent of re-orientation if the employee's job performance has not met standards and the intention of changing shifts is to provide additional orientation or education to the employee.

Nothing herein shall be construed to permit the Employer to modify the requirements of paragraphs 15.5 and 15.6 of this Article.

It is understood that the Employer may hire new employees to work shifts, schedules and assignments that differ from those set forth in this Article and that, by mutual agreement between the Employer and an employee, such schedules, shifts and assignments may be varied for existing employees; provided, however, that the job is first posted, including notice of the specific shifts, schedules and assignments involved, unless the only variation from normal schedule is a variation in the starting and ending hours of a shift of one hour or less.

The Employer may create positions with shift hours not falling within the definition of shifts, if the new positions are posted.

15.8 Weekends – Employees may be required to work weekends, but no employee will be required to work two consecutive weekends as part of his/her regular schedule. Employees who work in departments or units which provide partial weekend coverage and/or scheduled on-call coverage shall be scheduled for such assignments on a rotating basis. Departments which presently schedule employees to work six (6) days per week may continue that practice.

Those units and departments which have traditionally scheduled employees who work on Sunday to be off duty the following Friday, Saturday and Sunday shall continue to follow that scheduling practice whenever possible.

15.9 Compensatory Time Off – The Employer may require employees to work beyond the end of their regular shifts, and in that event, the employee may be given compensatory time off in the same work week. In the event that an employee is required to work a second consecutive shift, the Employer will use its best efforts to seek a volunteer for the assignment and/or a suitable replacement as soon as possible.

15.10 Switching Assignments – By mutual agreement with their supervisors, employees in the same unit may agree to switch a particular assignment on a single day or weekend, provided (1) that they are switching with a person who has the same qualifications, (2) that the change does not otherwise affect their schedules and (3) that the change does not result in either employee working overtime. Switching assignments includes switching work assignments or picking up an extra shift as coverage for another employee. Changes under this Section are initiated by the employee and may not be made without the express approval of the supervisor.

15.11 Report – Clinical staff, required to transfer patient information, will be expected to remain beyond the end of their shift as appropriate. The Employer will establish a process for the transfer of patient information for continuity of care. Employees giving report will be paid for all time worked after the end of their shift according to current pay practice.

15.12 Filling Open Shifts – Pursuant to Articles 16.2 and 15.4 of the contract, a volunteer sign-up sheet for extra hours shall be posted in each unit/department with each tentative work schedule and shall remain up until Noon on the fifth day. Management may assign employees who volunteer to work open shifts in the following order: regular staff at straight time; per diem employees at straight time; regular staff at overtime; agency staff. At the same time the permanent schedule is posted, a sign-up sheet shall be posted for any remaining open shifts and shall remain up so long as there are open shifts. Regular staff will be given preference over per diem and agency staff (without regard to questions of overtime) for any shifts that remain open beginning on the seventh (7th) day prior to the date of the shift in question. Once an open shift has been filled, the employee is expected to fulfill their commitment and may not be bumped.

15.13 When requesting that employees take excused absent days or vacation days due to low census, the employer shall attempt to contact employees in order of seniority, starting with most senior by job classification and unit.

ARTICLE XVI OVERTIME

16.1 Entitlement – Employees shall be paid one-half times their average hourly rate for the week in question for all hours worked in excess of forty (40) hours in any regular work week in addition to straight time, at the applicable rates for such hours in excess of forty (40). An employee's average hourly rate for the week in question shall be calculated by dividing the employee's straight time earnings, including all differentials and charge pay, for the week by the total hours he/she works that week.

Employees shall be paid one-and-one half times their average hourly rate for the day in question for all hours worked in excess of an additional two (2) hours of their regularly scheduled shift. For example, if an employee is regularly scheduled to work eight (8) hours in a workday, he/she will be paid time-and-one-half over 10 hours in a workday. If the employee is regularly scheduled to work ten (10) hours in a workday, he/she will be paid time-and-a-half for all hours over 12 hours in a workday. If the employee is regularly scheduled to work 12 hours in a workday, he/she will be paid time-and-one-half for all hours worked over 14 hours in a workday.

The Hospital agrees to continue to make every effort to avoid scheduling swing shift employees in a manner that would result in more than eight hours worked in a twenty-four-hour period.

(Remainder of page is intentionally left blank.)

16.2 Assignment, Scheduling – All overtime must be scheduled by or requested from the employee’s supervisor. A volunteer signup sheet for extra hours shall be posted in each unit/department with each schedule. Except as set forth in Article 15.12, extra hours shall be assigned equitably among volunteers. Volunteers and all other employees in the same job classification and the same unit/department shall be asked to work overtime before anyone is mandated to do so. Employee volunteers will be sought from other units/departments in the same seniority group when practical. Employees who volunteer at the Employer’s request to fill an open shift in order to avoid all or part of a mandatory stay by another employee shall be paid at an overtime rate of pay for all volunteered hours worked, provided the shift for which they volunteered was open as the result of an unforeseen circumstance. Volunteered shifts will not count towards the calculation of the mandatory cap set for in this Article.

A mandatory stay shall be defined as a stay required of an employee by a manager that lasts thirty (30) minutes or more beyond the end of the employee’s scheduled shift.

Mandatory overtime shall only be used as a last resort, only for unforeseen circumstances, and only after a comprehensive search for volunteers as described above. Mandatory overtime shall never substitute for proper planning and scheduling. ‘Unforeseen circumstances’ do not include leaves of absence for which advance notice was given or vacations.

Whenever the assignment of overtime hours results in an involuntary assignment, such assignments shall be distributed on a rotating basis in the inverse order of seniority.

The Employer shall make an effort to obtain a qualified replacement for the employee assigned by seeking to call in other employees as soon as possible. The Employer will make every effort to limit mandated work assignments to four (4) hours beyond the employee’s regular shift.

No employee shall be mandated the day before his/her scheduled vacation. Further, the Employer will make every effort not to mandate an employee before his/her weekend off. Employees mandated shall be given as much prior notice as is possible.

Employees shall have the right to refuse mandatory overtime one time in a 90-day period and only when there is another employee available and qualified to be mandated. Employees who exercise this right shall be placed on the bottom of the applicable overtime list and shall not again have the right to refuse mandatory overtime for a period of 90 days.

16.3 Pyramiding – Except as provided in paragraph 16.1, there shall be no pyramiding of overtime or other premium pays or differentials. There is no pyramiding of overtime pay, premium or differential pay, or on call or call back time pay.

16.4 Automated Payroll – Employees will be required to record their time as directed.

16.5 Failure of the employee to work his/her next scheduled shift shall result in the employee receiving any normal overtime that is applicable to the hours worked.

Employees working a full mandatory overtime shift, for reasons other than referenced in Paragraph 1, may have the next day off, without pay, if scheduled, unless the Employer is unable to secure a replacement for the next day’s shift. The Employer will make a good faith effort to secure a replacement for the affected employee under those circumstances.

**ARTICLE XVII
SHIFT DIFFERENTIALS,
WEEKEND PREMIUM & CHARGE PAY**

17.1 Shift Differentials

a. Full-Time Employees – Shift differentials for full-time employees depend, first, on whether they work “regular” shifts or “overlapping” shifts. A “regular” shift is any eight (8) hour shift beginning on or after 6:00 a.m. and ending on or before 5:00 p.m. (a “regular day shift”); any eight (8) hour shift beginning at 3:00 p.m. and ending at 11:00 p.m. (a “regular evening shift”); and any eight (8) hour shift beginning at 11:00 p.m. and ending at 7:00 a.m. (a “regular night shift”). An “overlapping shift” is any eight (8) hour shift not falling within the hours specified in the preceding sentence.

Any full-time employee who works a regular day shift will receive no shift differential. Effective January 1, 2019, any full-time employee who works a regular evening shift will receive a shift differential of \$1.50 per hour for all hours worked during that shift. Effective January 1, 2019, any full-time employee who works a regular night shift will receive a shift differential of \$2.65 per hour for all hours worked during that shift.

Any full-time employee who works an overlapping shift will receive no shift differential for any hours worked on that shift between 7:00 a.m. and 3:00 p.m.; a shift differential of \$1.50 per hour for all hours worked on that shift between 3:00 p.m. and 11:00 p.m.; a shift differential of \$2.65 per hour for all hours worked between 11:00 p.m. and 7:00 a.m. If a full-time employee is required to report prior to the beginning of his/her assigned eight (8) hour shift or to work beyond the end of that shift, that employee’s assigned shift for the day in question will be determined (as to whether it is an overlapping or regular shift) by the time the employee started work. For example, if an employee whose normal shift is 7:00 a.m. to 3:00 p.m. is called in to work at 5:00 a.m., that employee would be deemed to have worked an overlapping shift but if the employee is called in at 6:00 a.m. he/she would not have worked an overlapping shift.

In addition, any full-time employee who works a shift of more than eight (8) hours will receive shift differential for the hours worked at the end of that shift in excess of eight (8) in accordance with the following schedule:

Applicable Shift	Differential
Extra Hours Between 7:00 a.m. and 3:00 p.m.	\$0.00
3:00 p.m. and 11:00 p.m.	\$2.00
11:00 p.m. and 7:00 a.m.	\$2.90

Exception: When an employee has worked third shift and is held over for a mandatory overtime, he/she will receive third shift differential through 8 a.m.

b. **Part-Time Employee** – No part time employee will receive a shift differential unless he/she is regularly scheduled to work, and actually works, a shift of at least five (5) hours. Exception: an Employee who, upon request, or authorization, of the supervisor, voluntarily leaves work prior to completing his/her full shift of at least five (5) hours, will be eligible for appropriate shift differential for hours actually worked. An employee called in to work on the second or third shift will be eligible for appropriate shift differential for hours actually worked.

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Any part-time employee who works an eight (8) hour shift will be entitled to the same shift differential which a full-time employee would receive for working the same shift.

Any part-time employee who works a shift of at least five (5) hours, but less than eight (8) hours, will receive no shift differential if all hours worked fall between 6:00 a.m. and 5:00 p.m. If such employee's hours overlap either 6:00 a.m. or 5:00 p.m., he/she will receive shift differentials as follows:

Applicable Shift Hours Worked Between	Differential
7:00 a.m. and 3:00 p.m.	\$0.00
3:00 p.m. and 11:00 p.m.	\$1.50 effective 1/1/19; \$2.00 effective 1/1/20
11:00 p.m. and 7:00 a.m.	\$2.65 effective 1/1/19; \$2.90 effective 1/1/20

c. Reporting Late – Any employee who reports late or leaves early from his/her shift will have the determination of whether he/she worked an overlapping shift, or a regular shift made on the basis of the actual hours worked.

d. Non-Worked Time – Shift differentials for holiday pay shall be based on the above rules as applied to the employee's regularly scheduled shift.

17.2 Charge Pay – Employees who serve in a charge/resource assignment shall receive an hourly premium of \$1.50 per hour effective January 1, 2019, for all time worked in that capacity.

Employees shall be considered as serving in a charge/resource assignment and shall be entitled to charge pay (1) when the employee has been scheduled by the supervisor to act in such capacity; and (2) when the employee has been designated by the supervisor for a charge/resource assignment for the unit or department and shift in question. Whenever a supervisor will be away from his/her department or unit and will not be available for consultation with employees, he/she will designate the charge/resource assignment before leaving the department or unit. Even when the nurse manager or charge/resource person is in the unit, if, in fact, an RN has charge/resource responsibilities for an hour or more, he/she will receive charge pay.

Within each unit or department, assignments to charge/resource duties shall be given only to those personnel who are qualified and who have been given orientation for such duties. Charge/resource assignments shall be rotated among qualified employees and the charge/resource person will be designated on unit work schedules.

The Employer has the right to create permanent charge/resource positions in any nursing unit for any shift. Those positions will normally be forty (40) hour per week positions, but if two part-time employees wish to bid to share a vacant permanent charge/resource assignment position in their present unit and shift, they will have preference over bidders from outside their unit and shift provided that they are otherwise qualified and that they are willing to split the hours on a 16 hour – 24 hour basis. Bidding for permanent charge/resource assignment positions will be governed by Article IV except that (1) if the successful candidate is from another unit or shift and transferring him/her would result in displacement of an employee from the unit and shift in question, the transfer will be delayed until it can be accomplished without displacement, and (2) the Employer may select a qualified candidate from the unit and shift in question over a more senior equally or more qualified candidate from another unit or shift in order to avoid displacement. The appointment of relief charge/resource assignment to cover shifts when the permanent charge/resource person, or, if none, the nurse manager or assistant nurse manager, is not working, will be rotated in accordance with the provisions of this Section 17.2.

17.3 Weekend Premium – Effective January 1, 2019, employees will receive premium pay equal to \$2.50/hour for licensed employees and \$1.50/hour for non-licensed employees added to their regular straight time hourly rate for all hours worked between 11:00 p.m. on Friday and 11:00 p.m. on Sunday.

17.4 Preceptor Pay – Effective the first payroll period after ratification Professional and technical employees shall be paid preceptor pay at the rate of \$2.00 per hour when assigned by their supervisor to precept new hires. All other bargaining unit employees shall be paid preceptor pay at the rate of \$1.00 per hour.

ARTICLE XVIII ON-CALL POLICY

18.1 The Employer shall have the right to require employees to be on-call. However, employees shall only be placed in on-call status (scheduled/nonscheduled) when a unit/department is closed, not when there is staff scheduled and working unless volume or patient acuity warrants additional staffing (in such instances, the unit/department need not be closed). When a department or unit is closed, on-call starts at the completion of scheduled cases/procedures for the day, and the department is closed. A case requiring on-call are emergency cases after a department is closed for the day. While on call (scheduled) an employee will be provided with a beeper and must be within beeper range at all times and be on site within 30 minutes. Employees will be paid for scheduled on-call \$5.00 per hour for being on call. When an on-call employee is called back to work he/she shall be paid 1½ times their regular rate of pay for the hours worked, plus any shift differentials applicable during those hours, but no on-call pay. There shall be no pyramiding of overtime or differentials. An employee shall be guaranteed at least three (3) hours pay at his/her regular hourly rate. The three (3) hour call covers all call backs for that three (3) hour period. For example, if an employee leaves prior to the completion of the three (3) hours but is called back during that same three (3) hour call back period, then the employee is not eligible for another three (3) hours of call back pay until after the completion of the first three (3) hours. Also, call back pay ends as soon as an employee's regularly scheduled shift begins. For example, if the employee's shift begins one (1) hour into his/her call time, then such employee only receives one (1) hour of call back pay.

18.2 Relief staff may be called in when the call team has worked 16 hours within a 24-hour period from the start of the employee's regularly scheduled shift, and there is a need for continued coverage.

18.3 When an employee volunteers to be placed on unscheduled on call (stand by) for hospital convenience on their regularly scheduled shift, they will be paid \$2.50 per hour for being on standby. When the employee is called back to work, the employee will receive their regularly hourly rate for the hours worked.

18.4 Sleep/Rest Time. Unpaid rest time may be offered to employees that are required to take call and are called into work between the hours of 12 midnight and the start of the next shift. Unpaid rest time is offered to employees commensurate with the number of hours the employee worked during that time not to exceed 3 hours. Employees must notify director or designee at the end of the case to determine the start of their next shift. The hospital will endeavor to find suitable sleeping arrangements for an employee that is on call. Management reserves and shall have the right, at their discretion, to require the employee to start their next shift as scheduled based on department volume and staffing. This language does not apply to staff that are called in to the Hospital and placed on standby, ie. TOLAC or waiting for a procedure to be completed.

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**ARTICLE XIX
WAGES**

19.1 FIRST YEAR WAGE INCREASE

RETRO BACK TO THE FIRST FULL PAY PERIOD IN JANUARY 2022

- **1st YEAR EQUITY:** Members shall be placed on the new wage scale based on years of experience regardless where the experience was obtained. Years of experience will be based on licensure date and/or years of experience, which will be based on the Employee's current records on file in Human Resources.
- **NEW WAGE SCALE:** 17 step new scale with three percent increment cost for each step.
- **STEP PLACEMENT:** Everyone (except equity people) placed on the new scale at the step that represents the employee's current wage without loss of money.
- **INCREASE YEAR ONE:** All employees will receive a minimum of 2.75% increase (whether via step movement or via bonus, or via a combination of both).
- **RETRO PAY:** For all current bargaining unit employees, the wage increases shall be retroactive to the first full pay period in January 2022.

19.2 SECOND YEAR WAGE INCREASE

- **STEP INCREASES: 3% FIRST FULL PAY PERIOD AFTER 1/1/23** (For members eligible).
- **GENERAL WAGE INCREASES: (GWI) EVERYONE 2.75% FIRST FULL PAY PERIOD AFTER 1/1/23**

Employees who received step increases in the 2022 contract year that exceeded their years of experience shall be frozen on that step until their years of experience catches up with the step they were placed on.

19.3 THIRD YEAR WAGE INCREASE

- **STEP INCREASES: 3% FIRST FULL PAY PERIOD AFTER 1/1/24** (For members eligible).
- **GENERAL WAGE INCREASES: (GWI) EVERYONE 2.75% FIRST FULL PAY PERIOD AFTER 1/1/24**

Employees who received step increases in the 2022 contract year that exceeded their years of experience shall be frozen on that step until their years of experience catches up with the step they were placed on.

19.4 Tuition Payments - The Employer will reimburse such expenses limiting its maximum annual payment to any approved applicant to \$2,000 in any calendar year.

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ARTICLE XX BENEFITS PROGRAMS

20.1 Hospital Benefits - Bargaining Unit members shall be eligible to participate in the Employer's core benefit plans, on the same terms, conditions and basis as other Facility employees, except as provided in this Agreement. Core benefit plans include: Unified EPO Medical-Rx Plan; Value Plan; Medical Expense Reimbursement Plan (MERP), Medical Opt-Out Policy, Dental, Long Term Disability, and Employee Assistance Program (EAP). Voluntary benefit plan options include: Vision, STD Disability, Optional Life (employee and dependents), Flexible Spending Account (FSA) and Pre-paid legal service.

The Medical-Rx plan will be as provided under the Unified EPO Plan Document (SPD) and its respective Addendum.

A full-time employee is regularly scheduled to work 60 hours each pay-period. A Part-time employee is regularly scheduled to work 40 hours each pay-period.

Contribution to Medical Premium

Upon ratification, for the first year of the Agreement, the Employee contributions for monthly premiums on the Unified EPO plan will remain the same as the year prior. Moreover, for the remainder of the Agreement (years two and three), the Employee contributions for monthly premiums on the Unified EPO plan will be as set forth below:

- **Year 1:** Status quo employee contributions (0%, 7%, 14%).
- **Year 2:** Full time employees go from 0% to 5% contribution for employee only, all other full time employees go from 7% to 10%, all part time employees go from 14% to 16%.
- **Year 3:** Full time employees go from 5% to 10% contribution for employee only, all other full time employees remain status quo at 10%, all part time employees go from 16% to 17%.

Employee Nicotine Surcharge

1. The \$13.85 per pay-period surcharge will be waived for the remainder of the Policy Year upon successful completion of a smoking cessation program. The smoking cessation program will be available at no cost to the employee.
2. **Benefit Eligibility Period** - Newly benefit eligible employees can enroll in coverage on the first of the month following or coinciding with two months of employment (except LTD). Spousal coverage will be determined by the Summary Plan Document (SPD) for the EPO and in accordance with this article.
3. **MERP** - Medical Expense Reimbursement Plan will be offered to eligible full and part time employees and their eligible dependents who waive the Prime Healthcare medical plan and enroll in a non-Prime Healthcare group medical plan.
4. **Medical Opt-Out Policy** - Full-time and part-time employees who wish to voluntarily waive medical coverage through Prime Healthcare and provide proof of active enrollment with an outside health plan, which meets the minimum essential criteria (MEC) per the Affordable Care Act and who provides annual proof of coverage shall be eligible for fifty dollars (\$50.00) per pay period for the employee and forty dollars (\$40.00) for an eligible spouse per pay period. Annual verification of the alternate health plan during the hospital's Open Enrollment period is required. If annual verification is not provided the employee will not be eligible to receive the applicable waiver credit each pay period.

5. **Primary Care Physicians** - Members will select a Primary Care Provider (PCP) from the Tier 1 Prime Healthcare Network Directory or the Tier 2 Blue Cross BlueCard Network. Specialty and Facility care will be coordinated through a referral process with the PCP and the Prime Healthcare Utilization Review department. No referral is necessary for the following services: PCP Office Visit, Pediatric PCP Office Visit, Annual Well Exam, Urgent Care or Emergency Room Visit.
6. Referrals submitted via Prime Authorization System (PAS) online platform will be processed within 3-5 business days, all other authorizations submitted with complete medical information will be processed within 7 business days. Requests that are marked urgent will be processed based on clinical need within 72 hours.
7. The Employer will continue to cover all full-time employees whose scheduled hours are at least (30) hours per week and part-time employees whose scheduled hours are at least twenty (20) hours per week who elect such coverage under one of its existing health plans or other mutually agreeable plans.
8. **Provider Availability – Tier 1.5 Benefit** - When a Tier 1 Prime Healthcare Facility is not available within fifty (50) miles of the employee’s hospital of employment, the employee will be referred to a Tier 2 Network Provider by the Prime Utilization Management (UM) department. With Prime UM authorization, employees may utilize the Tier 2 Provider Network with the applicable copay, coinsurance, or deductible as if receiving services within the Tier 1 Prime Provider Network.

20.2 Value Plan - The medical Value Plan shall continue to follow the guidelines, outlined per the Affordable Care Act, to provide essential benefits at least equal in value to the bronze level benefit available on the healthcare exchange. This includes the annual deductible, annual out-of-pocket maximum, copayments, and coinsurance. Employee only contributions will continue to follow safe harbor provisions, not to exceed the applicable percentage of the Federal Poverty Level as defined by the IRS annually.

20.3 Optional Life Insurance - The Employer will continue its current group life insurance policy for full-time employees whose scheduled hours are thirty (30) hours per week or more and part-time employees whose scheduled hours are twenty (20) hours per week or more with Sun Life Financial or a similar policy with the same coverage. This benefit is 100% employee paid.

The Employer shall notify the beneficiary upon learning of the employee's death. Notification shall be sent to the address on file with the Employer.

20.4 Dental - The Employer will continue to cover all full-time employees whose scheduled hours are at least thirty (30) hours and part-time employees whose scheduled hours are at least twenty (20) hours per week who elect such coverage under its Delta Dental or mutually agreeable plans.

20.5 Retirement Savings Account - The Hospital will provide a 401(k) Retirement Savings Plan to all qualified employees per the Hospital's Summary Plan Description (SPD), which may be amended from time to time in accordance with all applicable laws, or the Summary Plan Description offered by Hospital's parent. The Summary Plan Description, as amended from time to time, including all its terms and conditions, are incorporated into and made part of this Agreement,

The vesting schedule and employer contributions are as follows:

Employees become eligible after one year of service. Once eligible, voluntary pretax contributions may be made up to a maximum of 100% of salary.

The Hospital's matching contribution will be as follows:

1 year to 10 years	\$.25 per \$1.00 up to 4% annually
11 years to 20 years	\$.50 per \$1.00 up to 4% annually
21+ years	\$1.00 per \$1.00 up to 4% annually

20.6 Long Term Disability Insurance - The Employer will continue to cover full-time employees under its present long-term disability insurance contract with Sun Life Financial or an equivalent contract with another carrier. This benefit is 100% employer paid.

20.7 Off-Cycle Open Enrollment – A Special Open Enrollment will occur upon ratification of a final Agreement. New benefits will go into effect immediately following Special Open Enrollment

(See Plan Descriptions on next page – remainder of page is intentionally left blank.)

DIVISION II UNIFIED EPO with ADDENDUM 2 BENEFITS	
Benefits	
Description	
Effective Date	To be determined after ratification
Tier 1 PCP Mandatory	Yes
Tier 2 PCP Allowed	Pediatrician
Prime UM	No referral is necessary for the following services: Annual Well Exam with OB/GYN, Pediatric Office Visit, Urgent Care or Emergency Room Visit. An authorization is not required for the initial visit to see a Tier 1 Specialist. Beyond the initial consultation requires pre-service review and authorization.
1.5 Benefit Mile Radius	50 Miles of the covered Employee's place of employment.
Eligibility	First of the month following or coinciding with two months from the date of hire.
Spousal Carve-Out	A Spouse, with access to medical coverage through an employer sponsored health plan, is eligible to enroll as your dependent on a Prime Healthcare medical plan.
Important items from Amendments worth noting	Not Applicable
Important items from CBA	Not Applicable
Provider Network	Tier 1 Prime Healthcare Network Tier 2 BCBS BlueCard Network
Annual Deductible	
Individual	\$0 \$1,500
Family	\$0 \$3,000
Annual Out-of-Pocket Maximum	
Individual	\$1,350 \$6,800
Family	\$2,700 \$13,600
RX Annual Out-of-Pocket Maximum	
Individual	Combined with Medical Tier 2 OOP Maximum
Family	
Hospital, Emergent Care	
Inpatient	No Charge \$500 copay plus Deductible then 20% coinsurance
Outpatient, Surgical	No Charge \$250 copay plus Deductible then 20% coinsurance
Emergency Room (copay waived if admitted)	\$25 copay \$200 copay plus 20% coinsurance No Deductible
Ambulance	\$250 copay per trip, No Deductible
Sleep Study, DME Supplies	
Home Study / Lab Facility Study	Home Study: \$100 copay Prime Sleep Facility: \$250 copay Home Study: \$200 copay Sleep Lab Facility: \$500 copay
Sleep Study Supplies	20% coinsurance
DME Supplies	20% coinsurance, <u>No</u> Deductible
Bariatric Procedure	
Facility	\$500 copay plus 20% coinsurance
Physician Care	50% coinsurance
Dialysis	
Limitations	No Charge 20% coinsurance, No Deductible
Home Health Care	
Limitations	20% coinsurance 39 lifetime visits combined Deductible plus 20% coinsurance
Office Visits, Other Out-Patient Care	
Primary Care Physician (PCP)	\$10 copay \$40 copay
Pediatrician	\$10 copay \$10 copay
Specialist	\$20 copay \$60 copay
Urgent Care	\$20 copay \$40 copay
Chiropractic	\$20 copay \$40 copay
Limitations	20 visits per calendar year combined
Rehabilitation Therapies	\$10 copay \$40 copay
Limitations	30 visits per calendar year combined
Lab, X-Ray, Radiology	No Charge Deductible plus 20% coinsurance
Prescription Drugs	LANDMARK MEDICAL CENTER EXPRESS SCRIPTS
Formulary Generic	\$5 copay \$10 copay \$10 copay
Formulary Brand	\$20 copay \$40 copay \$30 copay
Non-Formulary Brand	Not Covered Not Covered Not covered
Specialty Generic (Accredo)	Not Covered Not Covered \$200 copay
Specialty Brand (Accredo)	Not Covered Not Covered \$300 copay
Days of Supply	up to 30 day supply up to 90 day supply up to 30 day supply
Maintenance Drugs (After 2nd refill at a Retail Pharmacy)	LANDMARK MEDICAL CENTER EXPRESS SCRIPTS
Formulary Generic	\$5 copay \$20 copay
Formulary Brand	\$20 copay \$60 copay
Non-Formulary Brand	Not Covered Not covered
Days of Supply	up to 30 day supply up to 30 day supply
Mail Order	LANDMARK MEDICAL CENTER EXPRESS SCRIPTS
Formulary Generic	Not Available \$20 copay
Formulary Brand	Not Available \$60 copay
Non-Formulary Brand	Not Covered Not covered
Days of Supply	Not Applicable up to 90 day supply
Prime Pharmacy / ESI Mail Order	Prime Pharmacy ESI Mail Order only
Maintenance Drugs for the following conditions:	LANDMARK MEDICAL CENTER EXPRESS SCRIPTS
Asthma, Diabetes, High Blood Pressure, Heart Disease, High Cholesterol	Formulary Generic: \$5 copay Formulary Generic: \$10 copay
	Formulary Brand: \$20 copay Formulary Brand: \$30 copay
Days of Supply	up to 90 day supply 26 up to 90 day supply
Nicotine Surcharge	
	\$30/Month or \$13.85/Pay Period

Benefits	VALUE PLAN	
Description		
Effective Date	To be determined after ratification	
Tier 1 PCP Mandatory	No	
Tier 2 PCP Allowed	Yes	
Prime UM	If the Covered Person is referred to a Specialist by a Primary Care Provider, the covered person must submit a pre-service review and authorization request to the Prime Healthcare Utilization Management Department. A referral from a Network Provider to Network Specialist does not require pre-service review and authorization for initial consultation. A Referral to any other specialist or any visits beyond initial consultation requires pre-service review and authorization.	
1.5 Benefit Mile Radius	Not Applicable	
Eligibility	First day of the month following or coinciding with two months of continuous active employment	
Spousal Carve Out	A Spouse, with access to medical coverage through an employer sponsored health plan, is eligible to enroll as your dependent on a Prime Healthcare medical plan.	
Important Items from Amendments worth noting	Not Applicable	
Important Items from CBA worth noting	Not Applicable	
Provider Network	Tier 1 Prime Healthcare Network	Tier 2 Blue Shield of CA / BCBS BlueCard Network
Annual Deductible		
Individual	\$2,500	\$5,000
Family	\$5,000	\$10,000
Annual Out-Of-Pocket Maximum		
Individual	\$3,000	\$5,550
Family	\$6,000	\$11,100
RX Annual Out-of-Pocket Limit		
Individual	Combined with Medical Tier 2 OOP Maximum	
Family		
Hospital, Emergent Care		
Inpatient	Deductible plus 20% coinsurance	\$500 copay plus Deductible then 60% coinsurance
Outpatient, facility	FACILITY: Deductible plus 20% coinsurance AMBULATORY SURGICAL CENTER: \$250 copay plus Deductible then 20% coinsurance	FACILITY: Deductible plus 60% coinsurance AMBULATORY SURGICAL CENTER: \$750 copay plus Deductible then 60% coinsurance
Emergency Room (copay waived if admitted)	\$300 copay (No Deductible, No coinsurance)	\$300 copay plus Deductible then 60% coinsurance
Ambulance, per trip	\$300 copay plus Deductible then 30% coinsurance per trip	
Sleep Study, DME Supplies		
Home Study / Lab Facility Study	Not Covered	
Sleep Study Supplies		
Bariatric Procedure		
Facility	Not Covered	
Physician Care		
Dialysis		
	20% coinsurance (No Deductible)	Deductible plus 60% coinsurance
Limitations	39 lifetime visits combined	
Home Health Care		
	20% coinsurance, No Deductible	Deductible plus 60% coinsurance
Limitations	24 visits per calendar year combined	
Office Visits, Other Out-Patient Care		
Primary Care Physician (PCP)	\$20 copay	\$60 copay
Specialist	\$40 copay	\$100 copay plus 20% coinsurance, No Deductible
Urgent Care	\$40 copay, No Deductible	\$100 copay plus Deductible then 60% coinsurance
Chiropractic	20% coinsurance, No Deductible	Deductible plus 60% coinsurance
Limitations	20 visits per calendar year combined	
Rehabilitation Therapies	20% coinsurance, No Deductible	Deductible plus 60% coinsurance
Limitations	24 visits per calendar year combined	
Lab, X-Ray, Radiology (Non-Preventive)	20% coinsurance, No Deductible	Deductible plus 60% coinsurance
DME Supplies	20% coinsurance, No Deductible	Deductible plus 60% coinsurance
Prescription Drugs	PRIME PHARMACY	EXPRESS SCRIPTS
Formulary Generic	\$10 copay	\$25 copay
Formulary Brand	\$50 copay	\$100 copay
Specialty Generic (Accredo)	Not Covered	\$200 copay
Specialty Brand (Accredo)	Not Covered	\$300 copay
Days of Supply	up to a 30 day supply	up to a 30 day supply
Maintenance Drugs (After 2nd refill at a Retail Pharmacy)	PRIME PHARMACY	EXPRESS SCRIPTS
Formulary Generic	\$10 copay	\$25 copay
Formulary Brand	\$50 copay	\$100 copay
Days of Supply	up to a 30 day supply	up to a 30 day supply
Mail Order	PRIME PHARMACY	EXPRESS SCRIPTS
Formulary Generic	\$20 copay	\$50 copay
Formulary Brand	\$50 copay	\$200 copay

ARTICLE XXI STRIKES AND LOCKOUTS

21.1 During the term of this Agreement, no employee shall engage in, nor shall the Union call, sanction or engage in any strike, sympathy strike, slowdown or any other stoppage of work against the Employer or interruption of the Employer's operations; and the Employer agrees that it will not engage in any lockouts.

Should any violation of this Article occur the Union shall immediately take all reasonable action required to bring it to an immediate end.

ARTICLE XXII SEPARABILITY

22.2 In the event that any provisions of this Agreement shall at any time be declared invalid by a final judgment of any court of competent jurisdiction or through a final order of a government, federal, state or local body, such decision shall not invalidate the entire Agreement; it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any provision of this Agreement which has been invalidated shall be the subject of negotiations within a thirty (30) day period.

ARTICLE XXIII ANNUAL EVALUATIONS, DISCIPLINE AND TERMINATION

23.1 Personnel Files – The Employer will provide employees with an opportunity to review their personnel files; and to add comments thereto for permanent retention in the files; and to have a copy of any material contained therein which had not been previously provided to the employee.

Any material which is adverse to an employee's service, conduct or character shall be provided to the employee if it is to be included in the employee's personnel file.

Documentation of prior disciplinary actions against any employee shall not be relied upon by the Employer in subsequent disciplinary proceedings if the material was not included in the employee's personnel file and communicated to the employee.

23.2 Progressive Discipline – The parties agree that since employees should be made aware of what is expected of them, and when and how they are not fulfilling expectations, and, in appropriate cases, be given a reasonable opportunity to correct their deficiencies, the principle of progressive discipline should be applied in cases of disciplinary infractions, except in cases of serious infraction. Serious infractions will include, but not be limited to, the abuse of sick leave (i.e. an employee calls out but is not in fact sick). In this context, progressive discipline will involve a written warning, a suspension, or discharge. Whether progressive discipline is required, and, if so to what extent it is required, will be left for the arbitrator to decide in each case, taking into account all relevant facts and circumstances.

23.3 Investigatory Interviews – Whenever an employee is asked to meet with a supervisor or any other representative of the administration for the purpose of investigating circumstances which the Employer believes might lead to the employee's being disciplined, the employee shall be notified of the purpose of the meeting in advance and shall have the right to have a Union representative present at the meetings, if he/she so requests.

23.4 Notice of Discharge – In the event that an employee is discharged, the Employer shall furnish the employee and the Union with written notice thereof. The notice shall contain a statement of the reason(s) for the discharge; provided, however, that the Employer shall not be bound in arbitration by such reason(s) if it amends or modifies the statement in writing prior to completion of the last grievance step before arbitration.

23.5 Annual Evaluations – Each employee shall be evaluated by his/her supervisor. The evaluation shall be in writing and a copy shall be given to the employee who shall have the right to meet and discuss the evaluation with the supervisor. The Employer agrees not to base the employee's evaluation on receipt of certifications or registrations not required by legislative or regulatory agencies. Whenever it is appropriate, the supervisor shall offer constructive criticism and make specific suggestions for correction of deficiencies.

If, in the opinion of the supervisor, the evaluation is unsatisfactory, the employee will be re-evaluated in writing within a reasonable time and shall again be given an opportunity to meet and discuss the evaluation with the supervisor who will make appropriate constructive criticisms for corrective action. The employee shall have the right to have a Union representative present at this meeting, if he/she so requests.

Annual evaluations are not subject to the grievance procedure but may be responded to pursuant to the provisions of paragraph 23.1. If the Employer uses an evaluation as evidence in a disciplinary grievance, the validity of the evaluation may be challenged in the context.

ARTICLE XXIV MEETINGS WITH MANAGEMENT

24.1 Time off with pay shall be granted to authorized Union representatives as follows:

- a. One authorized Union representative and the grievant(s) for the purpose of attending meetings with representatives of the Employer at any step of the grievance procedure. In the event of a group grievance, the number of grievant's attending will be by mutual agreement;
- b. When it is mutually agreed, members of the Union Negotiating Committee for attendance at negotiating meetings;
- c. One authorized representative per grievance for time spent during normal working hours investigating grievances provided, however, that the Union representative shall first obtain permission of his/her supervisor to leave his/her assigned duties and permission of the supervisor of any other employee(s) whose work may be interrupted. The Employer agrees that such permission will not be unreasonably denied, and the Union agrees to request permission only when it is impractical to attend to the matter involved during nonworking time;
- d. Two authorized Union representatives and the grievant(s) (limited in number by mutual agreement in the case of a group grievance) for attendance at arbitration hearings, and any employee for the purpose of testifying at arbitration hearings for the period necessary to complete any testimony

Payments for participating at meetings specified in this Article shall be at the employee's regular rate of pay for his/her scheduled hours involved.

Employees involved in any of the above meetings shall make arrangements with their immediate supervisor prior to leaving their assigned unit and will provide the supervisor with as much notice as possible.

**ARTICLE XXV
PRINTING OF AGREEMENT**

25.1 Printing of Agreement - The parties will share equally in the cost of printing this Agreement, or, if it is mutually agreeable, the Employer may arrange for printing at its expense. 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 to provide a reasonable number of additional copies for newly hired employees, and other appropriate purposes.

**ARTICLE XXVI
WORKING CONDITIONS**

26.1 In-Service Programs – Whenever the Hospital introduces new procedures and/or equipment requiring additional training or instruction, or in the event that there is substantial revision to existing procedures and/or equipment, the employees who are affected by these changes shall be provided, at no cost to them, with appropriate in-service programs, the content and extent of which will be determined by the Employer, in its discretion. Every effort will be made to schedule all such in-service programs during the employee’s regular working hours. Employees who attend in-service programs during their regularly scheduled hours will be paid for attending at their regular rate. Employees who are required by the Hospital to attend in-service programs during hours when they are not scheduled to work will be paid for those hours at their regular rate.

26.2 Security – The Employer agrees to continue to provide protection on its premises for employees, their vehicles and other personal property. This protection shall continue to include security patrols and adequate lighting in those areas which are designated as employee parking areas. Security patrols shall be regularly active particularly during after-dark hours and times when there are shift changes taking place.

In the event that an employee’s vehicle sustains damage while the employee is using the vehicle at the Employer’s request in connection with the Employer’s business, the Employer shall be liable to the extent of such damage provided that the employee has not been guilty of gross negligence in the operation of the vehicle.

26.3 Job Descriptions – Each employee in the bargaining unit shall be provided with a current job description for his/her regular position and shall be notified of any changes that are made to the job description. In the event that an employee’s job description is changed, the employee shall have the right to discuss the changes with the supervisor.

26.4 Weather Policy – Whenever the Employer determines that weather conditions are such as to constitute a hazardous and dangerous situation for employees traveling to or from work, the following policy shall be in effect.

Employees who are unable to report at the beginning of their scheduled shift because of inclement weather conditions but who arrive within one hour of the start of their scheduled shift shall be considered to have reported at the beginning of the shift and shall be paid for the time lost. If such employees are dismissed, at the Employer’s request, prior to the end of their scheduled work day because of inclement weather conditions they shall be paid for actual hours worked but may utilize accrued vacation hours. If an offsite location closes due to inclement weather, employees must report to the Hospital unless otherwise notified.

Employees who arrive at work later than one hour after the start of their scheduled workday shall be compensated for all hours actually worked, and if they are dismissed prior to the end of their scheduled shift, they will be compensated for the balance of their shift.

Employees who work beyond their regular scheduled shift shall be compensated at the appropriate rate as set forth in paragraph 17.1 (Shift differentials).

Employees who are scheduled for on-call duty and who voluntarily remain on the premises, but not in a work situation, shall be compensated at the on-call rate.

Employees who are scheduled for on-call duty and who voluntarily remain on the premises may be assigned duties during such periods.

26.5 Subcontracting – The Employer agrees to provide the Union with at least thirty (30) days’ notice before subcontracting bargaining unit work which would result in layoffs or a permanent reduction in bargaining unit positions. If the Union requests, during the thirty (30) day notice period the Employer will meet with the Union and discuss the matter. The Employer agrees that it will not subcontract work as a means of retaliating against the Union or its members because of the exercise of its and their rights or discriminating against the Union or its members for such reasons or undermining the Union for such reasons.

26.6 Supervisory Positions – The Employer agrees that it will not create supervisory positions specifically to reduce and/or replace bargaining unit positions.

26.7 Employees’ Assistance Program – The Employer agrees to continue to provide the Resource International Employee Assistance Services for the duration of this Agreement.

26.8 Availability of Laboratory Supervisors – During evening and night shifts, holidays and weekends, a supervisor, or his/her designee, for the Laboratory shall be available, either in person or by phone or “beeper”, to Laboratory personnel who are on duty during those times.

26.9 Emergency Assistance Employees who require emergency assistance with a patient because of the patient’s physical condition will employ the established code procedures.

26.10 Staffing – The parties hereby recognize the importance of providing patients with the highest quality health care and of providing employees with working conditions which are conducive to performing their duties in a safe and healthful atmosphere. Accordingly, it shall be the responsibility of the Employer to provide professional and technical staffing in all Hospital units during all working hours which, in the Employer’s judgment, is sufficient to meet the standards of the Joint Commission on Accreditation of Hospitals and rules and regulations of the Rhode Island Department of Health.

26.11 Per Diems –The Hospital will not fill the position of a floated employee with per diem unless the per diem is not qualified to perform the job to which the regular employee was floated. The Hospital will not fill the position of a rotated employee with a per diem unless the Hospital was not able to find a qualified per diem to work the shift to which the employee was rotated.

(Remainder of page is intentionally left blank.)

**ARTICLE XXVII
MISCELLANEOUS**

27.0 Employee Discounts

a. **Hospital Services** – For all employees who have completed their probationary period and the spouses and children of those employees, the Hospital shall discount by 100% charges for Hospital services to the employee or his/her family over and above the standard reimbursement under the Hospital’s plan.

27.1 Licensure Examination – The Employer shall grant a day off with pay when an employee is required to take his/her initial examination for licensure or certification, if required by the employee’s job.

27.2 Mileage Allowance – Employees who are required to use their car on Hospital business will be reimbursed at the current IRS rate.

27.3 Absent Without Notice – Any employee absent without notifying their supervisor for three (3) consecutive scheduled working days will be deemed to have voluntarily terminated unless the employee can establish it was impossible to do so.

27.4 Salary Scale Increases If the Hospital believes that the salary scale warrants an increase, the Hospital and the Union will meet to bargain regarding the Hospital’s proposed increase, and the Union will not deny the Hospital’s proposal unreasonably. No market changes will be made within the six (6) month period after this Agreement becomes effective, or within the three (3) month period prior to the expiration of this Agreement.

**ARTICLE XXVIII
LABOR MANAGEMENT COMMITTEE**

28.1 A Labor-Management Committee will meet bi-monthly, or as otherwise mutually agreeable, to discuss issues concerning bargaining unit employees or management, provided there is a written agenda of items to discuss. Such committee shall include four (4) Hospital representatives and a Joint Union Committee consisting of four (4) representatives from the bargaining unit and one (1) UNAP Field Representative. Each party will submit its agenda items to the other at least one (1) week in advance of the meeting.

28.2 All participating employees shall be paid their regular rate of pay if the Labor Management meeting is scheduled during said employees’ regularly-scheduled shift. Employee attendance requires supervisory approval. Such approval is subject to patient care needs, the operation of the Hospital, and is within the sole discretion of the Hospital.

28.3 The Committee will explore recommendations and engage in dialogue concerning providing optimal service as a community hospital and maintaining an effective collective bargaining relationship.

**ARTICLE XXIX
PAST PRACTICE**

All past practices existing prior to the effective date of this Agreement are terminated as of the effective date of this Agreement, unless they have been consistently applied for a substantial period as the result of mutual understanding and consent, and with the actual knowledge of the parties, and are not inconsistent or at variance with specific rights or obligations set forth in this Agreement. Any practices occurring after the effective date of this Agreement shall not be evidence or used to establish a practice binding in any way upon the Employer, unless mutually agreed to as such in a writing signed by the parties hereto.

(Remainder of page is intentionally left blank.)

ARTICLE XXX
EFFECTIVE DATE AND DURATION

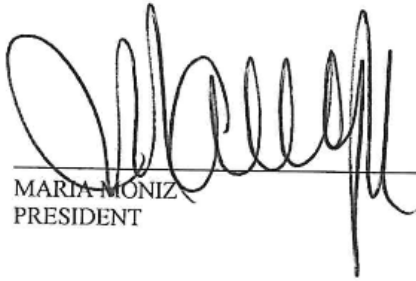
This Agreement shall be effective January 1, 2022, through December 31, 2024. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing one hundred-twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date.

By:

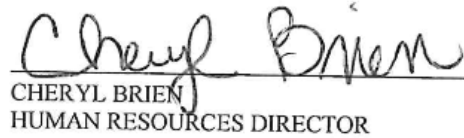
NORTHERN RHODE ISLAND
UNITED NURSES AND
ALLIED PROFESSIONALS,
LOCAL 5067

By:

LANDMARK MEDICAL CENTER



MARIA MONIZ
PRESIDENT



CHERYL BRIEN
HUMAN RESOURCES DIRECTOR

**PROFESSIONAL BARGAINING UNIT
SENIORITY GROUPS**

- 1) Registered Nurse employed in any Medical-Surgical Unit, Physical Rehabilitation or Pediatrics/Medical Surgical Short Stay Unit;
- 2) Registered Nurse employed in the Perioperative Unit
- 3) Registered Nurse employed in Critical Care (Emergency Department, Intensive Care & Progressive Care);
- 4) Registered Nurse employed in Obstetrics, Delivery & Nursery; LDRP
- 5) Registered Nurse employed in Psychiatry including alcohol and substance abuse units and the Intensive Treatment Unit;
- 6) Cardiac Rehab Nursing Specialist
- 7) Cytotechnologist
- 8) Nuclear Medical Technologist
- 9) Lab Generalist, CLS 1 Tech
- 10) Pharmacist
- 11) Clinical Pharmacist
- 12) Staff Speech/Language Pathologist;
- 13) Social Worker MSW, Psychiatric Social Worker MSW;
- 14) Patient Care Reviewer, Union;
- 15) Physical Therapist
- 16) Occupational Therapist
- 17) Occupational Health Nurse
- 18) Registered Nurse in the Cath Lab
- 19) Interventional Radiology Registered Nurse

**TECHNICAL BARGAINING UNIT
SENIORITY GROUPS**

- 1) Licensed Practical Nurse employed in any Medical-Surgical Unit, Physical Rehabilitation and Pediatrics/Medical Surgical Short Stay Unit;
- 2) Licensed Practical Nurse and/or Surgical Technician employed in the Perioperative Unit;
- 3) Licensed Practical Nurse employed in Critical Care (Emergency Department, Intensive Care & Progressive Care Unit or Licensed Practical Nurse employed in Psychiatry including alcohol and substance abuse units and the Intensive Treatment unit;
- 4) Employee Health;
- 5) Registered Respiratory Therapist;
- 6) Certified Respiratory Therapy Technician
- 7) EEG Technician & Neuro-Vascular Technician'
- 8) EKG Technician & Echo Technician
- 9) Medical Laboratory Technician;
- 10) Nuclear Medical Technician
- 11) Histology Technician;
- 12) Laboratory Aide/Diener;
- 13) Pharmacy Technician
- 14) Registered Radiologic Technologist
- 15) Ultrasound Technologist;
- 16) Special Procedures Technologist;
- 17) CT Scan Technologist;
- 18) MRI Technologist
- 19) Social Worker;
- 20) Certified Occupational Therapy Assistant;
- 21) Registered Physical Therapy Assistant;
- 22) Mental Health Counselor;
- 23) Certified Recreation Therapist
- 24) Patient Care Technician

**CERTIFIED NURSING ASSISTANT BARGAINING UNIT
SENIORITY GROUPS**

- 1) Certified Nursing Assistant, Administrative CNA, CNA/GI Tech, OB Tech

**NON-PROFESSIONAL BARGAINING UNIT
SENIORITY GROUPS**

- 1) OR/ASU Assistant I & II, Anesthesia Assistant
- 2) CSR Technician, Certified & CSR Aide
- 3) Phlebotomist, Phlebotomist/Processor
- 4) Patient Sitter, Radiology Transporter
- 5) Central Scheduling Clerk, Clerk/Receptionist, Customer Service Clerk, OR/ASU Secretary/PAT Tech, PAT Secretary/ASU, PAT Technician, Unit Secretary, Patient Access Specialist

APPENDIX A

FT Employees	Vacation	Sick	Holidays
1 – 5 years of service	80 hours per year. Maximum accrual: 320 hours	48 hours per year. Maximum accrual: 320 hours	56 hours or 7 days per year at the employees scheduled hours
6 – 10 years of service	120 hours per year. Maximum accrual: 320 hours	48 hours per year. Maximum accrual: 320 hours	56 hours or 7 days per year at the employees scheduled hours
11 years or more	160 hours per year. Maximum accrual: 320 hours	48 hours per year. Maximum accrual: 320 hours	56 hours or 7 days per year at the employees scheduled hours

**APPENDIX B
PAYGRADE DESIGNATIONS**

Grade	Positions
A	EKG Tech
AN	Patient Safety Aide
AO	PCT Tech
C	ECG Tech and Pharmacy Tech
CN	
D	Echo Tech
D1	Histology Tech
D2	CNA
D3	CNA/Phlebotomist Administrative CNA CNA/GI Tech
D4	Surgical Tech
DN	CSR Aid OR/ASU Asst I OR/ASU Asst II Radiology Transporter
E	LPN and OB Tech
EN	Anesthesia Asst Unit Secretary Radiology Clerk/Receptionist Phlebotomist Certified CSR Tech Phlebotomist/Processor OR/ASU Secretary/PAT Tech PAT Tech/Unit Secretary PAT Secretary/ASU
F	Certified/Licensed Respiratory Therapist Polysome Tech
FN	Central Scheduling Clerk
G	Certified Recreation Therapist
G1	Registered/Eligible Radiology Tech
GN	Patient Access Specialist
H	Registered Respiratory Therapist
H2	Non-Registered CT Tech
I	Lab Generalist MLT and CLS 1 Tech
I1	Cath Lab Tech
I1A	Ultrasound Tech
J	Registered Nurse Cardiac Rehab Nursing Specialist Interventional Radiology RN
K1	Clinical Social Worker/MSW
K2	Registered Ultrasound Tech Mammography Tech MRI Tech Registered Neurovascular Tech Interventional Radiology Tech Cath Lab/Radiology Tech Registered CT Tech
K3	Nuclear Medicine Tech
K4	Therapy Speech OT Physical Therapy
L	Staff Pharmacist
M	Clinical Pharmacist

