

MEMORANDUM OF AGREEMENT

WHEREAS, the United Nurses and Allied Professional, Local 5098 (the "Union") is the exclusive collective bargaining representative for certain employees of the Hospital and is authorized to act on behalf of such employees;

WHEREAS, the Union filed a class action grievance related to the use of sick leave while on a leave of absence;

WHEREAS, the Hospital and the Union have reached an agreement with respect to the use of sick leave while on an approved medical/family leave of absence;

NOW THEREFORE, the Hospital and the Union hereby agree as follows:

1. Promptly after the execution of this Agreement, the Union will withdraw the arbitration related to the use of sick time while on a leave of absence, AAA No. 11 300 00466 08.

2. An employee who is on an approved medical or family leave of absence and is receiving Rhode Island Temporary Disability Insurance ("TDI") shall be required to use sick leave, but shall have the options described in Article 23, Section 6 of the parties' collective bargaining agreement (the "CBA"). In the event that such an employee chooses the first option (to use sick leave in accordance with Article 23, Section 4), he/she must use it as follows:

- A. in the case of a part-time employee, at least 4 hours per week up to his/her standard scheduled hours per week; or
- B. in the case of a full-time employee, at least 8 hours per week up to his/her standard scheduled hours per week.

Once an employee who is on an approved medical or family leave of absence and is receiving TDI reduces his/her sick leave bank to 40 hours or less, he/she will not be required to use sick leave. However, if he/she chooses to continue to use sick leave, he/she must use it in the manner described above.

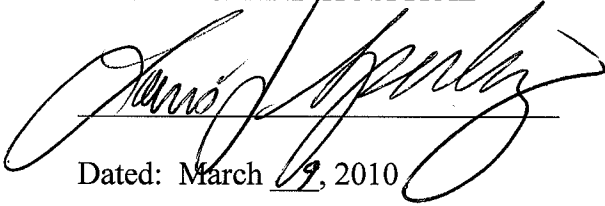
3. An employee who is on an approved medical or family leave of absence, but is not receiving TDI, shall be required to use sick leave equal to his/her standard scheduled hours per week. For example, if an employee is regularly scheduled to work 32 hours per week, he/she would be required to use 32 hours of accrued sick leave per week. The parties agree that when an employee on an approved medical or family leave of absence not receiving TDI reduces his/her sick leave bank to 40 hours or less, he/she will not be required to use sick leave. However, if he/she chooses to continue to access paid time while on leave, he/she shall have the option to either (a) use vacation time up to his/her standard scheduled hours per week in lieu of exhausting his/her sick bank first, in the case of a part-time employee, at least 4 hours per week up to his/her standard

scheduled hours per week; or in the case of a full-time employee, at least 8 hours per week up to his/her standard scheduled hours per week, or (b) use sick leave as follows; in the case of a part-time employee, at least 4 hours per week up to his/her standard scheduled hours per week; or in the case of a full-time employee, at least 8 hours per week up to his/her standard scheduled hours per week.

4. To the extent there is any conflict between the terms of this Agreement and the terms of the CBA, the terms of this Agreement shall prevail.


5. The terms and provisions of this Agreement shall become effective when executed by both parties but no later than March 31, 2010.. This Agreement shall not constitute a precedent for any other purpose.

RHODE ISLAND HOSPITAL



Dated: March 9, 2010

UNAP, LOCAL 5098



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