

Collective Bargaining Agreement
between

Prospect CharterCARE, LLC

and

United Nurses

&

Allied Professionals

Local 5110

December 1, 2022 – November 30, 2025

Service Staff Support

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**PROSPECT CHARTERCARE LLC
&
UNITED NURSES & ALLIED PROFESSIONALS**

**ARTICLE I
RECOGNITION**

- 1.1 Bargaining Unit.** In accordance with the provisions of the certification of the National Labor Relations Board in Case No. 1-RC 147842, the Employer recognizes the Union as the sole and exclusive bargaining representative with respect to salaries, hours of employment and other conditions of employment for all full-time, regular part-time and per diem staff employed by the Employer including Admission Registration, Behavior Health Technician, Breast Health Patient Navigator, Cashier, Central Services Tech, Central Sterile CSD Aide, Certified Nursing Assistant, Clerk General, Client Services Rep., Cook First, Cook's Helper, Courier, Driver Laundry Aide, EKG Transcriptionist, Environmental Services, Food Services Attendant, Housekeepers, Imaging Assistant, Interpreter Kitchen Attendant, Lead Nurse Extender, Lead Histology Lab Assistant, Lab Assistant, Laundry, Laundry Sorter/Driver, Linen Attendant, Materials Coordinator, ~~Materials Handler~~, Distribution Tech, Medical Secretary, Mental Health Worker, Mental Health Worker/Certified Nursing Assistant, Nurse Extender, Nutrition Assistant, Operator Lead, Patient Access, Patient Financial Advocate, Patient Registration Secretary, Phlebotomist/AM Draw, Phlebotomist, Prior Authorization Coordinator, Reception Registrar, Registration Endoscopy, Registration ER, Registration Secretary, Registration Greeter and Clerks, Rehab Aide, Secretary, Secretary Administrative, Secretary Corresponding, Secretary Executive, Team ESD, Team Leader Transport,

Telephone Operator, Unit Secretary, X Ray Aide, X-Ray Receptionist, Medical Secretary/CNA, Endoscopy Technician; OR Materials Coordinator; Unit Secretary/CNA, but excluding all other employees which includes employees working at the Peace Street clinic, other professional employees, physicians, residents, interns, licensed practical nurses and other technical employees, business office employees, skilled maintenance employees, confidential employees, and guards and supervisors as defined in the Act.

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

1.3 Employee Definitions.

(a) Regular Full-Time Employees

The terms "full time employee" and "full time employees as used in this Agreement refer to an employee normally scheduled to work "thirty-two (32) or more" hours per week. ✓

(b) Regular Part-Time Employees

The terms part time and part time employees as used in this Agreement refer to an employee normally scheduled to work at least twenty (20) hours per week but less than thirty-two (32) hours per week.

(c) Limited Part Time Employees

The terms limited part time employee and limited part time employees as used in this Agreement refer only to employees employed on a regular basis who are normally scheduled to work at least eight (8) hours per week, but less than twenty (20) hours per week

(d) Per Diem Employees

The terms "per diem employee" and "per diem employees" as used in this Agreement refer only to employees who are employed on an as needed and as available basis in accordance with Employer work expectation guidelines.

(e) The terms "temporary employee" and "temporary employees" as used in this Agreement refer only to employees who are hired (i) to work for a specific period of time not to exceed six (6) months or (ii) up to one (1) year to replace an employee who is on a leave of absence. Temporary employees are not included in the bargaining unit described herein.

ARTICLE II **NON-DISCRIMINATION**

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

A grievance alleging a violation of this section will not be subject to arbitration if the employee has filed a claim with any government agency or in state or federal court. The employee waives all rights to file such a claim if a grievance over this section is submitted to arbitration.

ARTICLE III **UNION ACTIVITIES**

3.1 Participation in Union Activities. The Employer will advise all newly hired employees, at the time of their employment, that the Union is their bargaining representative. The Employer and the Union recognize the right of any employee to

become and remain a member of the Union or to refrain from becoming and/or remaining a member of the Union, and neither party will interfere with any employee in the exercise of that right.

3.2 New Hire Orientation. During the new hire orientation there shall be a fifteen (15) minute break period when the Employer shall provide the President of Local 5110 or her/his designee with fifteen (15) minutes solely to orient each new hire to Local 5110, and to the provisions of the current collective bargaining agreement.

3.3 Union Representative. An authorized representative of the Union shall have reasonable opportunity to visit the Employer's facilities for the purpose of conferring with authorized representatives of the Employer and for the purpose of conferring for a reasonable period of time with a local Union representative and/or employees relative to any question arising under this Agreement. Any such visit with a local Union representative and/or employee shall not interfere with orderly operations of the Employer. Except in emergency circumstances, the Union representative shall make an appointment with the Chief Human Resources.

3.4 Local Union Representatives. The Union agrees to appoint and the Employer agrees to recognize the Union President, the Grievance Chairperson, and grievance committee members as designated by the Union as local Union representatives who may deal with the Employee concerning problems arising under this Agreement and grievances at Step 2 and above. The Employer agrees to recognize Union Vice Presidents and unit representatives designated by the Union as local Union representatives who may deal with immediate supervisors concerning problems in their

units and Step 1 grievances. The Union will notify the Employer of the local Union representatives' and designees' unit designations and authority, and any change in either.

One (1) local Union representative together with the grievant who attends a jointly scheduled grievance hearing or arbitration hearing will not lose any pay for his/her regularly scheduled hours because of such attendance. In the case of a class action grievance the Union representative will attend together with the local Union representative.

3.5 Union Activities on Employer Premises. There shall be no Union meetings, and no other Union activities which interfere with or are incompatible with the Employer's operations on its premises.

3.6 Bulletin Board. Subject to space availability the Union may locate one 2' x 3' bulletin board supplied by the Union in each Our Lady of Fatima locker rooms and employee break areas that are utilized by bargaining unit employees. Such bulletin boards shall be used for posting of notices of Union meetings, Union elections, Union social events and information relating to employees' work. No Union notices will be posted at locations other than these bulletin boards.

3.7 Dues Deductions. The Employer agrees to deduct on a weekly basis a pro rata share of the annual dues for membership in the Union from the earnings of any employee who has voluntarily authorized the making of such deduction by filing a written authorization therefore with the Employer in a form annexed hereto as Appendix A. Such deductions shall be in the amounts certified by the Union and shall be made in

accordance with the terms of said authorization. Withheld amounts will be forwarded to the designated Union officer during the calendar month following the month in which the actual withholding occurs, together with the record of the amount and the names of those for whom deductions have been made.

The Employer shall not be required to make deductions with respect to an employee for a workweek in which the employee is on an approved leave of absence or layoff, or for which the employee shall not have received net wages at least equal to the deductions.

The Employer shall cease to make deductions upon the employee's termination, transfer to a position not covered by this Agreement, or upon revocation of the authorization by the employee.

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

3.8 Union Security. All employee who are members of the Union on the effective date of this Agreement shall maintain their membership during the term of this Agreement as a condition of continued employment.

Beginning either on the 60th calendar day following the beginning of employment or the 60th day following the effective date of this Agreement, whichever is later, an employee must become and remain a member of the Union in good standing. The Union shall indemnify, defend and save the Employer harmless against all claims,

demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Employer for the purpose of complying with this Section.

3.9 Union Leave. An employee who wishes to attend the Union's annual national professional issues conference, national convention or state convention may request and shall be granted Union leave in conformance with the vacation request practices applicable to the unit in which the employee works. Vacation scheduling will take priority over requests for Union leave. Each immediate supervisor will determine the maximum number of employees who may be scheduled off at any time based on the immediate supervisor's determination of staffing needs. Employees who are granted Union leave may take such time without pay or use accrued paid vacation, holiday and personal time off.

At the request of the union, the President of the Local Union shall be permitted up to five (5) days per year out of his/her regular non-holiday weekday work schedule to carry out the business of the local union and to administer the collective bargaining agreement. The President of the local union will not be required to use President's Leave days to attend collective bargaining negotiation sessions. At the discretion of the Local union, the President may take the leave without pay, substitute paid leave or shall continue on the active payroll subject to the conditions below.

If the President continues on the active payroll while on President's Leave, the Employer will bill the Union monthly for the costs of all compensation (including, but not limited to, salaries, differentials, premiums, fringe benefits, insurance, pension, and

taxes) attributable to days on President's Leave. The Union will remit a check to the Employer within two (2) weeks of being billed for the amount invoiced.

- 3.10 The Employer agrees to provide monthly membership updates electronically to the Union to be sent along with the dues deduction payments. Such list will include: name of employee, date of hire, date of termination, shift, weekly hours, unit/department, job title, along with known contact information of the employee such as address, phone number and email address.

ARTICLE IV **MANAGEMENT RIGHTS**

- 4.1 **Management Rights.** The Union recognizes the right of the Employer to operate and manage its facilities All rights, functions, prerogatives, and discretions of the management of the Employer, formerly exercised, potentially exercisable, or otherwise, are vested exclusively in the Employer except to the extent that such rights are specifically modified by the express provisions of this Agreement. Without limiting the generality of the foregoing, the Employer reserves to itself, subject only to the express provisions of this Agreement, the management of the Employer and the right to: direct the employees and assign work; determine the quality, quantity and type of work to be performed; determine qualifications for employees; establish standards of performance and rules of conduct; require the maintenance of discipline, order and efficiency; evaluate competency and performance; hire, transfer and promote; establish, promulgate, administer, regulate, determine and redetermine policies, practices, methods, procedures and conditions related to standards of departments covered by this

Agreement, performance standards for employees, patient care, staffing, research, education, training, operations, services and maintenance; determine the number and location of divisions, departments, units, and all other facilities of the Employer and whether the whole or any part of its operations shall continue to operate and where it shall operate; to lay off employees for lack of work or other reasons or to reduce an employee's work hours; determine and re-determine job content and establish, expand, reduce, alter, combine, consolidate, abolish or discontinue any job classification, department, unit, operation or service or portion thereof; subcontract work or use the services of auxiliary, temporary or volunteer employees; discharge, dismiss, suspend, demote, warn or otherwise discipline employees in accordance with section 7.4 ; require additional hours or work, including overtime work; institute, publish and republish, promulgate, implement, enforce and require adherence to rules, policies and procedures relating to any or all of its rights and prerogatives.

ARTICLE V

CONTINUITY OF OPERATIONS

- 5.1 Union's Best Efforts.** The Union agrees that there will be no strikes of any kind whatsoever (whether general or sympathetic or otherwise), walkouts, stoppages of work, sit-downs or slowdowns, sick-outs or sit-ins, or any other interference with the Employer's activities or operations during the life of this Agreement. The Union agrees that, in the event of any violation of this provision the Union will immediately order that such violation cease, and the Union, its officers, other agents and representatives will use their best efforts to cause such violation to

cease and to cause work to resume fully including notification to employees to cease such action and return to work immediately.

- 5.2 No Lock-Outs.** The Employer agrees not to conduct a lock-out of employees during the life of this Agreement.

ARTICLE VI **GRIEVANCE AND ARBITRATION**

- 6.1 Purposes.** The purpose of this Article is to establish a procedure for the settlement of grievances which involve the interpretation and application of a specific provision of this Agreement. The grievance and arbitration procedure provided for herein shall be the exclusive procedure for resolution of disputes concerning the interpretation or application of the Agreement.
- 6.2 Informal Adjustments.** The parties recognize that day-to-day problems affecting employees will normally be adjusted between the employee and her or his immediate supervisor. Such matters shall not be deemed grievances, and their settlement shall not establish a precedent for the resolution of other or similar problems between an employee and her or his immediate supervisor or elsewhere in the Employer's facilities. Grievance and Arbitration Procedure.
- 6.3 Definitions.** For the purpose of this Agreement, a "grievance" is a complaint by an employee that the Employer or the Union has interpreted or applied this Agreement in violation of a specific provision hereof and that such interpretation or application has adversely affected her or his interest as an employee under this Agreement. The term

"days" as used in this Section shall mean Monday through Friday, excluding holidays. Only grievances as defined in this Article are subject to grievance and arbitration hereunder. A grievance shall also be a complaint by the Employer that the Union has violated a specific provision hereof and that such interpretation or application has adversely affected its interests under this Agreement. Any grievance which cannot be adjusted as contemplated by Informal Adjustment as described herein shall be subject to resolution in the following manner:

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

STEP 2. If the aggrieved employee is not satisfied with the answer at Step 1, within seven (7) business days after receipt of such answer, the grievance may be submitted in writing to the VP of Human Resources, Director of Human Resources or any designee. The VP of Human Resources, Director of Human Resources or any designee will meet with the aggrieved employee and a local Union representative regarding the grievance

and will give her or his answer in writing within ten (10) business days after the conclusion of the meeting regarding the grievance.

STEP 3 If the Union is not satisfied with the answer to the grievance at Step 2, the Union may refer the grievance to arbitration by filing a written Demand for Arbitration with the American Arbitration Association and a copy with the VP of Human Resources, Director of Human Resources or any designee, within twenty (20) days after receipt of the answer at Step 2.

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

6.4 Union Grievance. The Union may submit a grievance in writing at Step 2 with regard to a grievable matter which affects either the entire bargaining unit in precisely the same way or a group of employees where the factual basis is precisely the same with respect to all members of the group. In order to be timely, a grievance must be filed within five (5) business days after any member of the unit/group knew or should have had reason to know of the factual basis for the grievance.

6.5 Employer Grievance. An Employer grievance against the Union shall begin at Step 2 and be subject to the same time limits described herein.

6.6 Arbitrator's Function and Authority. The function of the arbitrator is to determine

the interpretation and application of the specific provisions of this Agreement to the grievance as submitted in accordance with Section 5.3. There shall be no right in arbitration of a grievance to obtain, and no arbitrator shall have any authority or power directly or indirectly to award or determine, any change in, modification or alteration of, addition to, or detracting from, any of the provisions of this Agreement. Any back pay is subject to any applicable federal, state and local withholdings as required by law.

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

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

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

6.10 Time Limits Mandatory. The time limits provided for herein are mandatory. Any waiver or extension thereof must be in writing, signed by an authorized representative of the party who is granting such waiver or extension and is to be bound thereby. If a grievance is once settled or if it is not presented in writing or advanced to the next step of the grievance and arbitration procedure within the time limits provided for herein, it shall be considered closed and shall not thereafter be subject to the grievance procedure

or arbitration hereunder. If an answer is not given within said time limits, the grievance shall be deemed denied on the date that such answer was due and the grievance may then be referred to the next step.

ARTICLE VII **EMPLOYMENT STATUS**

7.1 Probationary Period. Each newly-employed employee shall be deemed a probationary employee during her/his first three (3) months of continuous employment. The Employer may, in its sole discretion, extend an employee's probationary period up to a maximum of ninety (90) days. During the probationary period, discipline, discharge, layoff or transfer of the employee shall be at the sole discretion of the Employer without recourse under this Agreement. The Employer will notify the Union in the event of an extension of the probationary period. An employee shall not acquire any seniority status until completion of her/his probationary period. Upon completion of the probationary period, an employee's seniority shall then be calculated from her/his date of employment. A newly hired employee will be given a copy of his/her job description and informed of the starting wage rate.

7.2 Seniority.

- (a) Full-time and part-time employees who have completed their probationary periods shall have seniority. Employees shall have earned seniority for all time prior to the effective date of this Agreement in continuous employment with the Employer. For all time on and after the effective date of the Agreement, seniority shall accrue as the length of continuous employment with the

Employer in a position in the bargaining unit covered by this Agreement.

Employees are not eligible for and do not accrue any additional employee benefits (e.g. holiday, PTO, etc.) or seniority while on unpaid leave.

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

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

7.4 Discipline and Discharge. An employee who has completed her/his probationary period will not receive a written warning or suspension or be demoted or discharged without just cause. The Employer shall notify the union and the employee simultaneously when imposing disciplinary suspensions and terminations. The Employer shall notify the Union as soon as is practical when the employee is placed on investigatory leave.

Should an investigation extend beyond fifteen (15) business days, the employee on investigatory leave shall be paid each day thereafter their base rate of pay for their regularly worked shifts, including shift differential, if any, until completion of the investigation. Such payment shall be made notwithstanding a finding of misconduct; however, if any employee is not cooperating with the investigation, the payments shall

cease. Investigations should be completed expeditiously and in a reasonable amount of time. Upon request, the Employer shall update the Union on the progress of the investigation.

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

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

- (a) Voluntary resignation
- (b) Discharge in accordance with section 7.4
- (c) Failure on recall from layoff to report to work with three (3) working days following the mailing of notice of recall by certified mail to the employee to report to work.
- (d) After layoff of twelve (12) months.

- (e) Other employment during a leave of absence, unless approved by the Employer.
- (f) Failure to return upon expiration of leave of absence.
- (g) An absence from work for more than three (3) consecutive work days without notifying the Employer before the expiration of said three (3) consecutive work days.
- (h) Not performing any work for Employer for a period of twelve (12) months.

7.6 Seniority List. The Employer will post and furnish to the Union a seniority list within sixty (60) days of signing of this agreement. A revised seniority list will be furnished to the union and to the Local President effective the pay period ending closest to January 1 of each year, unless due to a reduction in the work force, a list is otherwise required. An employee may protest his or her seniority within thirty (30) days after the list is provided

7.7 Layoff/Bumping.

When the Employer decides to reduce the workforce through layoff, the Employer will designate the employees in the positions (job classification, unit, hours per week, and shifts) to be eliminated in inverse order of seniority within the Job Groupings as set forth under Appendix B, and the following procedures shall apply.

- (a) Employees who have been designated for layoff may fill an available bargaining unit vacancy provided they are "qualified". An employee will be required to fill an available vacancy for which she/he is qualified if it involves the same department or work unit, number of hours per week, and shift as the position the employee held when the employee was designated for layoff. The term

"qualified" as used herein means that the employee has the present ability to perform the essential functions of the job and, with an orientation not exceeding fourteen (14) calendar days, could perform the full range of duties in a competent manner.

(b) If an employee does not fill a vacancy pursuant to the preceding paragraph, then the employee will have the option to be laid off or, if qualified, to displace pursuant to the following order of displacement:

The Employee will have the option to displace the least senior employee within the same Job classification and work shift, or if unable to displace on the same shift, then the least senior employee in the job classification irrespective of shift.

For displacement purposes, employees hired/assigned as thirty-six (36) hour employees shall be considered full time employees (i.e. a thirty-six hour employee can bump an employee who regularly works forty hours).

A regular part time employee can only displace another regular part time employee provided however that a part time employee cannot bump into another part time position with a greater number of regular work hours than the part time position previously held.

An employee who is displaced as per the 1st paragraph above, or an employee who does not have the requisite seniority to exercise a displacement as per the 1st paragraph, shall in turn have the option to displace the least senior employee within the same classification, or if no such opportunity exists, the least senior employee within the

employee's job grouping as set forth under Appendix B, and the employee who is displaced as a result of the action shall then be laid off.

A courier or laundry/sorter driver may bump the least senior employee in Category 10 under Appendix A, provided that there is no least senior employee in category 11 to displace.

A Phlebotomist may bump the senior employee in Category 7 provided that there is no least senior phlebotomist to displace.

7.8 Recall From Layoff. Notices of vacancies will be sent to employees on layoff with recall rights and such employees shall have the right to apply and be considered for vacancies along with active employees. If the vacancy is not filled through the internal vacancy filling process, employees in the job classification and unit where the vacancy exists who are qualified as defined above and who have recall rights will be recalled to the vacancy in order of their respective seniority. Such employees shall be recalled in order of their respective seniority. Recall rights shall apply for a period of twelve (12) months from the date of layoff, provided that an employee shall lose recall rights if she/he rejects recall to a position in her/his job classification and unit with the same shift and hours which the employee worked when she/he was laid off. While on layoff status, employees shall continue to be eligible to apply for vacant positions which are posted within the Employer's facilities.

7.9 Personnel Files. The Employer will maintain one official personnel file for formal

personnel documents relating to an employee. An Employee will be given reasonable access to his/her personnel file by prearrangement with the Human Resources office.

An employee will be given a copy of any document to be added to his/her personnel file which is critical of the employee's performance or conduct. The employee will be required to initial a copy of any such document. Such shall signify that the employee is aware of the document, but shall not signify agreement with its contents. Copies of grievance procedure papers (grievance, answers and appeals) shall be included in a file separate from the employee's personnel file. Such papers shall not be considered in decisions regarding promotion, transfer or assignment.

The Employer will remove from an employee's personnel file documentation of disciplinary action concerning attendance violations if the employee has no other disciplinary action related to attendance during the 15 month period following such disciplinary action.

7.10 Annual Evaluation. Performance evaluations will normally be conducted upon the completion of the 90-day initial evaluation period and generally every 12 months after the date of hire. The actual frequency of evaluations may vary depending upon an employee's length of service, job position, past performance, changes in job duties or performance problems. The Employer shall have the right to determine the content and format of performance evaluations. The categories evaluated will take into account the duties and responsibilities included in the employee's job description. Except for disciplinary actions that are a consequence of evaluations, all matters related relating to employee evaluations shall not be subject to the grievances and arbitration procedure in

this Agreement. The Employer has the right to establish a performance and improvement plan based on the evaluation. The decision to place an employee on a performance and improvement plan shall not be subject to grievance and arbitration.

7.11 Vacancies. If the Employer decides to fill a vacancy in a bargaining unit position, the vacancy will be posted for a period of ten (10) calendar days, inclusive of weekends and holidays. Among qualified employees of the Employer who apply for a bargaining unit vacancy, the vacancy will be awarded based on the comparative ability and performance (collectively the qualifications) of the applicants. As between two (2) or more employee applicants whose qualifications are relatively equal, the position will be awarded to the applicant with the most seniority. The Employer will select an internal bargaining unit applicant over an external applicant unless the external applicant is substantially more qualified. The Employer will provide intranet access listing all current bargaining unit vacancies. An employee will not be eligible to bid on another bargaining unit position during his/her probationary period, unless mutually agreed by the Hospital and the Union, however that an employee will not in any case be prohibited from bidding on a position in his/her work unit/department.

7.12 New Hire Orientation. The Employer will provide all newly hired employees with an orientation. The Employer, will determine the content and extent of the unit orientation for a new hire, taking into account the new hire's skills and experience. Before taking an independent assignment, new hires will be oriented to essential unit policies and procedures, equipment, and location and the frequently occurring activities necessary for the new hire to function competently. All employees are expected to support, guide,

and serve as a resource to new hires and to work to provide a climate in which new hires are encouraged to seek their assistance when they have questions or are exposed to a policy or procedure which is new to them.

7.13 Training. CPI training shall be offered to all service worker bargaining unit employees, and the Hospital may make such training mandatory where, in the Hospital's judgement, it is required.

ARTICLE VIII **HOURS OF WORK**

- 8.1** (a) The normal work week shall begin on Sunday at 7:00 a.m. The normal work week for full-time employees shall be forty (40) hours, consisting of either five (5) shifts or eight (8) hours or four shifts of ten (10) hours, exclusive in both cases of a thirty (30) minute meal period.
- (b) An employee is entitled to receive one (1) twenty minute paid rest break during each full shift. Part time employees working a shift of eight (8) hours or more shall be entitled to a thirty (30) minute meal period and one (1) fifteen (15) minute rest break. The Employer reserves the right, upon thirty (30) calendar day's notice to affected employees, to institute work schedules which provide varying work weeks, work days, hours of work, shifts and/or starting and quitting times.

8.2 Employee Work Schedules. The parties recognize that the operating needs of the Employer require that the Employer be free to schedule employees consistent with those operating needs and consistent with the provisions of this Article. Before making any permanent schedule change, within a seven (7) day period following notice to the

Union, the Employer will meet and confer with the Union regarding the permanent schedule change. An employee will be given thirty (30) calendar days' notice of any permanent schedule change. The Employer will first seek volunteers from among the employees in the group affected by a schedule change and, if there are not sufficient volunteers, will either select the least senior qualified employees from among such employees or rotate the assignment until the next vacancy arises on that shift at which time the rotated hours will be the posted position.

Work schedules will normally be maintained so that a department continuously has four (4) weeks of current time schedules. The Employer will make a good faith effort to avoid making changes in posted schedules. However, if the Employer determines that, due to unusual circumstances, operating needs require an employee's or employees' schedule(s) to be changed, the employee(s) on the unit affected will make a good faith effort to accommodate the change. If despite such good faith effort, the Employer's needs are not accommodated, the Employer may proceed with the schedule change(s) and the employee(s) affected will have the right to grieve the appropriateness of the change(s). Any such schedule change(s) will, to the extent practicable, be rotated equitably among available staff. An employee may exchange a work schedule with another qualified employee with the knowledge and consent of the employee's supervisor.

8.3 Cancellation of Work Shift.

An employee's scheduled work shift shall only be cancelled due to an unusual emergent circumstance, or because of low census.

Should the Employer implement a work shift cancellation on an operational unit experiencing a temporary reduction in census, the Employer will first seek volunteers from among employees scheduled to work on the date and work shift(s) affected by the census. Should the Employer not receive the number of volunteers needed, the employees affected by low census may then be cancelled in inverse order of seniority, on a rotational basis.

The work shifts of per diem employees assigned and scheduled to an operational work unit affected by low census shall be the first to be cancelled prior to the cancellation of a regularly scheduled full or part time employee. After per diems have been cancelled, if there is still a need to cancel, the Employer shall then cancel employees working extra hours prior to cancellation of a regularly scheduled full or part time employee.

Before involuntarily cancelling an employee, the Employer may offer the employee the option of floating to another area of the Hospital to perform work where (1) the employee is qualified to do said work and (2) the Hospital has concluded that there is a need for such work. In deciding whether to do so, the Employer shall exercise its reasonable judgment in deciding whether to do so.

The Employer recognizes that it may be beneficial to the operation of the Hospital to cross-train employees so that they may be floated as set forth above. The employer will endeavor to do so, where in management's reasonable judgment it would benefit the Hospital's operation and patient care.

At the time a regularly scheduled employee is cancelled, the employee shall inform their manager employee whether he/she wishes to be called back to work in case staffing needs change before the end of their shift. If the employee indicates a wish to return to work, management shall, in the event additional staffing is needed in the employee's job classification for the shift for which he/she was cancelled, make one telephone call to that employee recalling the employee to work. If management is unable to reach the employee in such manner, management shall fulfil staffing needs in another manner consistent with this Agreement.

Once an employee's scheduled work shift has been cancelled, 1) the employee will not be the subject of any further mandatory cancellations until the other employees in the same job classification and assigned to the same operational work unit and work shift have been cancelled.

An employee may use up to two days of personal time annually should the employee experience a cancellation of a scheduled work shift(s) in order that the employee not suffer a reduction in the employee's compensation for the pay period during which the cancellation occurred.

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

applies to all work areas and departments as the Employer, its sole judgment, deems warranted.

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

8.6 The performance of bargaining unit work by non-bargaining unit Employees shall not result in the erosion of the scope of the bargaining unit as set forth in Article 1 herein and shall not result in a reduction in the hours of work of bargaining unit employees, unless there is an emergent situation, such as an act of God, preventing the Employer from being able to get a bargaining unit employee to perform the work within a reasonable period of time.

8.7

Section 1. The term floating refers to the temporary reassignment on a daily basis of an employee (other than those in the float pool) from his or her regular department or unit to another department or unit on the same shift. The Hospital may require employee(s) to float to meet the needs of patient care. Unless there is an emergent situation affecting patient care and safety, the hospital will only float employees when the department or unit to which they are floated is understaffed and when the department or unit from which they are floated is overstaffed.

Section 2. Floated employee(s) may not be assigned duties or tasks for which they have not been oriented and trained.

Section 3. In the absence of a volunteer, the Hospital will distribute float assignments on a rotating basis starting with the junior employee by job classification.

Section 4. Floated employees shall not be floated more than 2 times per shift.

ARTICLE IX **TWELVE HOUR SHIFTS**

- 9.1 Twelve Hour Shifts.** The hours of work for twelve-hour positions shall typically be 7:00 a.m. to 7:30 p.m. or 7:00 p.m. to 7:30 a.m., but shall in any case include a 30-minute shift overlap.
- 9.2 Overtime.** When approved by the Hospital, all hours actually worked by a non-exempt employee, who is regularly schedule to work twelve-hour shifts, in excess of twelve (12) hours in a work day or forty (40) hours in a work week shall be paid at time and one-half the employee's regular rate of pay. An employee who is regularly schedule to work twelve-hour shifts shall not receive overtime for hours worked in excess of eight (8) hours in a work day.
- 9.3 Shift Differential.** An employee who is regularly scheduled to work twelve-hour shifts shall receive a shift differential for hours worked between 3:00 p.m. and 7:00 a.m. in accordance with Article IX Wages. For example, if an employee is regularly scheduled to work 7:00 p.m. to 7:30 a.m., the employee would receive the evening shift differential for the four (4) hours of work from 7:00 p.m. to 11:00 p.m., and the night differential for the eight (8) hours of work from 11:00 p.m. to 7:30 a.m.
- 9.4 Medical Coverage.** An employee will be treated as a full-time employee for purposes

of the Hospital's medical plan if the employee is a full-time employee as defined in Section 1.3(a).

9.5 Holidays. An employee who is regularly scheduled to work twelve-hour shifts will be scheduled to work a twelve (12) hour shift on minor holidays and New Year's Day and an eight (8) hour shift on Christmas Day and Thanksgiving Day. In addition, an employee who is regularly scheduled to work twelve-hour shifts and works on a holiday will receive a substitute twelve-hour day off or eight-hour day off with pay, depending upon the holiday worked.

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

9.6 Bereavement Time. An employee who is regularly scheduled to work twelve-hour shifts who has completed thirty (30) days of continuous employment and who suffers a death in the immediate family will be granted time off not to exceed a maximum of three (3) scheduled work days within the seven-day period following the date of death, provided that an employee will receive no more than 24 hours of pay for time off during such three-day period.

An employee may also choose to receive up to twelve (12) hours of vacation time for such three (3) day period. An eligible employee who is regularly scheduled to work twelve-hour shifts will be granted time off for a scheduled work day which falls on the day of the funeral of a grandparent or current mother-in-law, father-in-law, brother-in-law or sister-in-law and will receive eight (8) hours of pay on such day, but may also choose to receive four (4) hours of accrued vacation time on such day.

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

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

ARTICLE X **OVERTIME**

10.1 Overtime Definition. All hours worked by a non-exempt employee, when approved by the Employer of forty (40) hours in a week or in excess of eight (8) in a work day shall be paid at time and one half the employee's regular rate of pay.

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

10.3 Mandatory Overtime. A volunteer sign-up sheet for extra hours shall be posted in

each unit/department with each work schedule. In accordance with current practice, extra hours will be assigned equitably among volunteers, first among those who would not be working at overtime and then, if there are none left to work at straight-time, among those who would be working at overtime. Such volunteers shall be assigned to work extra hours before any employee is mandated to do so. Volunteers shall be notified in advance of cancellation of extra hours/shift at least 1 hour for day shift and 2 hours for evening and night shift or receive 3 hours pay at their regular rate.

Before mandating an employee to work overtime, qualified volunteers will be sought from among regular and per diem employees, both on and off duty, on the unit and shift, if the need arises, from an availability list that will be updated regularly. If there is not sufficient time prior to the start of the shift to contact such employees and an employee is mandated to work overtime, efforts will continue to contact such employees, to determine if they will work all or part of the remainder of the shift.

Mandatory overtime shall not be used unless volunteers have been sought, as described above. In the absence of a volunteer, an employee who is mandated will remain on duty unless and until relieved by another employee. When the Employer knows at least twenty-four (24) hours in advance that an open shift will need to be filled, every reasonable effort will be made to fill it in advance so that an employee will not be required to work a double shift.

When the Employer determines that an employee may be needed to work mandatory overtime, the Employer will notify the qualified employee on the unit who is on duty

and has not worked overtime for the longest period of time that she/he may be required to work the shift in the absence of a volunteer.

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

No employee shall be mandated to work overtime beyond his/her scheduled shift the day before vacation. Employees will, however, be permitted to work extra shifts on the day before their vacation on a voluntary basis.

Mandatory overtime shall only be used as a last resort, only for unforeseen circumstances, and only after a search for volunteers as described above. Mandatory overtime should not be a substitute for proper planning and scheduling.

ARTICLE XI **WAGES**

Effective December 4, 2022,¹ the Employer shall implement the wage scale attached hereto as Exhibit 1. Effective December 4, 2022, employees shall be brought to step on the wage scales in Exhibit 1, up to a limit of 15% over the employee's current wage rate. On December 1, 2023, employees shall receive a step increase, up to a limit of 15% over the employee's then-current wage rate. On December 1, 2024, employees

¹ After the first increases of the Agreement (December 4, 2022), all wage increases shall become effective during the pay period whose start date is closest to the date listed herein.

shall receive a step increase, up to a limit of 15% over the employee's then-current wage rate.

Cost of living increases shall be as follows:

June 1, 2024: 3%

June 1, 2025 3%²

The Phlebotomist (rounds) rate will remain \$33 per hour for the life of the agreement.

Notwithstanding the above, employees who get 0% in year 1 shall instead get the equivalent of a one-time bonus equivalent to 3% of their annual, base rate (gross earnings).

Similarly, employees who get more than 0% in year 1 but less than 3% shall get the difference in the form of a one-time bonus payment. For example, an employee who gets 1% in year 1 shall get a one-time bonus payment equivalent to 2% of their annual, base rate (gross earnings).

Employees in the Team Leader, ESD, Operator, Lead Telephone, and Nutrition Assistant, Lead classifications shall receive a premium of \$2.00 per hour. Employees in the Histo Lead and Nurse Extender Lead classifications shall receive a premium of \$3.00 per hour.

New hires shall be placed on the wage scales based on years of relevant work experience and advance as set forth above.

In no event shall a new hire be placed on a wage scale above an incumbent employee who has the same or more years of relevant work experience.

² Placement on the wage scales, step increases, cost of living increases and bonus payments shall be as set forth in Exhibit 2 to the November 22, 2022 tentative agreement.

Incumbent employees who transfer from one job to another and, as a result, from one wage scale to another, shall be placed on the appropriate step as if they were a new hire. As a point of clarification, issues regarding placement on the wage scales set forth in Exhibit 1 and 2 shall be subject to the grievance/arbitration provisions of this Agreement.

ARTICLE XII **SHIFT DIFFERENTIALS**

- * **Evening Differential:** The shift differential for the evening shift (3:00 p.m. to 11:30 p.m.) shall be \$1.50 per hour.
- * **Night Differential:** The shift differential for the night shift (11:00 p.m. to 7:30 a.m.) shall be \$2.50 per hour.
- * **Eligibility:** Employees must work 50% or more of his/her hours in the evening or night shift to be eligible for the differentials set forth herein.
- * **Weekend:** \$3.75 per hour
- * **On Call Pay:** The Employer will pay employees who are assigned to be on-call at the rate of \$2.75 per hour during such on-call period. All employees "called back" to work after leaving the premises will be paid at an overtime rate plus any applicable shift and/or weekend differential with a guaranteed minimum of three (3) hours. Employees who are called to work prior to the start of a regularly scheduled shift and then continue to work into their regular shift time will receive the on-call

pay rate, plus the guaranteed 3-hour minimum for any time worked during their on-call schedule, but will revert to regular earnings when their regular shift commences.

- * **Per Diem:** The per diem wage rate for an employee will be one dollar (\$1.00) per hour above the hourly wage rate provided for on the applicable wage scale that the employee would earn commensurate with the employees' years of service as a full or part time employee.
- Effective the first payroll period after ratification of this Agreement, employees assigned to precept shall receive preceptor pay for all hours worked in such capacity of \$1.50 per hour. Preceptor assignments shall be made in an equitable manner and not based on personal bias.
- **Beeper Differential:** In the event an employee working in the Transport Department, Environmental Services Department, or as a Distribution Tech, is assigned by the Hospital to carry a "lead" or "house" beeper or pager, the Hospital shall continue to pay the employee \$3.00 per hour for all hours during which they do so, as it has in the past.
- **Special Projects:** In the environmental Services department, when bargaining unit employees are assigned to perform special projects, defined as carpet shampooing and adding and removing finish to floors, they shall be paid a differential of \$2.00 per hour for all time spent performing the work.

ARTICLE XIII
HOLIDAYS

13.1 Paid Holidays. Full-time employees will be eligible for the following ten (10) paid holidays:

New Year's Day	Labor Day
Washington's Birthday	Columbus Day
Memorial Day	Veteran's Day
Independence Day	Thanksgiving Day
Victory Day	Christmas Day

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

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

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

13.2 Holiday Pay. Holiday pay shall be computed on the basis of the employee's base rate

plus shift differential, if the employee is regularly assigned to the evening or night shift, multiplied by the number of hours which the employee would have worked that day had it not been a holiday. Hours granted for holiday pay are excluded from all calculations of overtime.

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

13.4 Work on a Holiday. An employee who works the holiday will be paid at the employees' regular rate of pay for all hours worked on the holiday. In addition, the employee will receive a substitute day off with pay. Time worked in excess of the employee's regular shift of at least eight and one-half (8 1/2) hours on a holiday will be paid at two and one half (2 1/2) times the employee's regular rate. Part time and per diem employees working a holiday shall receive double time when working a holiday in lieu of a substitute day off.

13.5 Holidays Which Fall on a Day a Full-Time Employee Is Not Scheduled to Work.

If a holiday falls on a full-time Employee's regular day off, the employee will receive a substitute day off with pay.

ARTICLE XIV
VACATION

14.1 Accrual.

Full-time and regular part-time employees shall accrue vacation as per the following:

Length of Continuous Employment	Rate of Accrual per worked Hour*	Maximum Weekly Accrual	Maximum Annual Accrual
0 to 3 years	.038 Hours	1.54 Hours	80 Hours (2 weeks)
4 to 10 years	.0577 Hours	2.31 Hours	120 Hours (3 weeks)
11 to 24 years	.077 Hours	3.077 Hours	160 Hours (4 weeks)
25+ years	.0962 Hours	3.85 Hours	200 Hours (5 weeks)

* up to a cap of 40 hours

14.2 Calculation.

Payment of vacation will be at the employee's regular straight time rate of pay, plus evening or night shift differentials for employees regularly assigned to evening or night shifts, up to the employee's scheduled hours for each vacation day.

Whenever an employee's vacation accrual rate changes, the employee's new accrual rate will begin with the first pay period following the date of the change.

No employee will accrue vacation during an unpaid leave of absence.

14.3 Payment.

When an employer recognized holiday occurs during an employee's scheduled vacation, the day will be paid as holiday time instead of vacation time.

If an employee is called to Jury Duty at a time which coincides with a scheduled vacation, the vacation will be rescheduled.

14.4 Scheduling.

Use of vacation time must be approved in advance by the employee's immediate supervisor, who will determine the maximum number of employees who may be scheduled off at any time based upon a determination of the staffing needs of the operational work unit.

Vacation requests must be received by a deadline established by the operational unit, which shall not be later than April 1. Each immediate supervisor will determine the maximum number of employees who may be scheduled off at any time based on the immediate supervisor's determination of staffing needs. Vacation requests must be received by a deadline established by the supervisor of the operational unit which shall not be later than April 1. Such requests will be answered by April 15 and will cover the 12 month period beginning May 1 (the "vacation year"). Vacation requests received after the deadline for submission will be considered on a first come, first served basis after those which were submitted by the deadline. In the event of conflicting requests within a particular work unit, preference shall be given to the employee with the greatest term of bargaining unit seniority.

Vacation schedules shall be posted no later than May 1st of each year. During prime time (June 1 through Labor Day) preference shall be given to requests for whole weeks.

When considering requests for vacation during prime time, the Employer will first accommodate as many employees within a work unit as it can for up two (2) weeks in duration and then, if any additional vacation can be granted during prime time, further requests will be considered.

14.5 Vacation Restoration.

If a proven illness, death of an immediate family member, or accident preventing work occurs prior to and/or extends into an employee's scheduled vacation, the vacation shall be postponed and another vacation period assigned. If a documented illness, death of an immediate family member, or accident occurs after an employee commences his/her vacation, the employee may take sick time or bereavement, as appropriate, in lieu of vacation and another vacation period will be assigned.

14.6 Weekend Work.

An employee shall not be required to perform any weekend work on the weekends during which the employee is scheduled for vacation.

14.7 Carryover of Accrued Vacation.

An employee may accumulate unused vacation time up to a maximum of not more than one and three quarters (1 3/4) times the employee's annualized vacation accrual. Once the employee reaches the maximum vacation accrual the employee will no longer accrue vacation time until their balance falls below the maximum.

14.8 Earned Time Off (ETO).

Employees who participate in the Employer's Earned Time Off (ETO) compensation program shall continue to do so under the same terms and conditions as established previously.

ARTICLE XV
SICK LEAVE

15.1 Entitlement - Eligibility.

All full time and regular part time employees shall be eligible to accumulate paid sick time as provided herein. Probationary employees will accumulate paid sick time during their probationary period but may not use it until after the completion of their probation.

Employees shall accrue paid sick time as per the following:

.0385 hours per paid work hour

Payment of sick time will be at the employee's regular straight time rate of pay, plus evening or night shift differentials for employees regularly assigned to evening or night shifts, up to the employee's scheduled hours for each paid sick day.

15.2 Utilization.

An employee may utilize sick leave for personal illness or injury, for physician visits, disability, or when necessary to care for the employee's parent, spouse (including common-law spouse), child, mother-in-law, father-in-law because of their illness or injury. In addition, an employee may use up to two days for personal use other than for

illness, and/or in cases when an employee's scheduled work shift is cancelled by the Employer.

Employees who currently participate in the Employer's Earned Time Off compensation program and who have retained accrued sick time hours may use those hours for illness, irrespective of the length, and visits to a physician.

In order to receive sick time pay, an employee must have notified his/her Department Head or immediate supervisor or designee not later than two (2) hours prior to the commencement of the employee's scheduled work shift, but in no event no less than one (1) hour prior the commencement of the work shift unless the employee is unable to do so. In such case, the employee shall notify the Employer as soon as possible.

An employee must furnish a medical certificate from the employee's physician in the case of an absence of five (5) or more consecutive work days, or if the Employer has reason to believe that the attendance policy is being abused, or that such certificate is necessary to ensure that an employee is medically fit to return to work.

ARTICLE XVI

INSURANCE

Medical Insurance

Employees may enroll in the CharterCare Health Partners medical insurance plans and wellness program. The 2023 plan designs, employee contributions (premium share) and prescription co-pays are set forth in Appendix A to this collective bargaining agreement.

Employee contributions premium share percentage (e. g., 20% of cost) for the Limited PPO, Premier PPO and Value Plan, shall remain the same percentage for the life of this agreement. With regard to the EPO plan, the current dollar amount that employees in that plan are paying in premiums shall be frozen for the life of the agreement, as follows.

EPO premium rates	Full-time	Part-time
Employee only	\$34.75	\$67.18
Employee + spouse	\$72.97	\$141.08
Employee + child(ren)	\$69.32	\$134.03
Employee + family	\$104.24	\$201.55

Notwithstanding, nothing herein shall otherwise preclude the Employer from making changes to the above plans provided such changes result in benefits that are substantially equivalent to those in effect as of the date of this Agreement.

Dental & Vision Insurance

Employees may enroll in the CharterCare Health Partners dental and vision plans. The 2023 plan designs and employee contributions (premium share) are set forth in Appendix A.

Notwithstanding, nothing herein shall otherwise preclude the Employer from making changes to the above plans provided such changes result in benefits that are substantially equivalent to those in effect as of the date of this Agreement.

Life Insurance

The Employer shall provide basic life and accidental death & dismemberment (AD&D) insurance benefits at no cost to eligible employees. Eligible employees may also enroll in optional life and AD&D insurance at their own expense. The 2023 plan designs and employee contributions (premium share) for optional coverage are set forth in Appendix A.

Notwithstanding, nothing herein shall otherwise preclude the Employer from making changes to the above plans provided such changes result in benefits that are substantially equivalent to those in effect as of the date of this Agreement.

Long Term Disability

The Employer shall provide long-term disability insurance Benefits, which shall be paid for by eligible employees. The 2023 plan design is set forth in Appendix A.

Notwithstanding, nothing herein shall otherwise preclude the Employer from making changes to the above plans provided such changes result in benefits that are substantially equivalent to those in effect as of the date of this Agreement.

ARTICLE XVII **OTHER BENEFITS**

- 17.1 **Miscellaneous Benefits.** The Employer provides an employee assistance program and discounts for Hospital Services. The Employer shall provide at least 30 days' notice to the Union of any change in these programs. Any request from the Union to discuss the changes shall not delay their administration at the end of the notice period.

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

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

17.4 Bereavement Leave. A full-time or part-time employee who has completed thirty (30) days of continuous employment and who suffers a death in the immediate family will be granted time off without loss of pay, not to exceed a maximum of three (3) scheduled work days. Such leave will be allowed within seven (7) days after the date of death.

Immediate family includes parent, spouse, brother, sister and child domestic partner, grandparent or grandchild.

An eligible employee will be granted time off without loss of pay for a scheduled work day which falls on the day of the funeral of a grandparent or current mother-in-law, father-in-law, brother-in-law or sister-in-law.

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

17.5 Annual Military Reserve Training. A full-time employee who has completed at least twelve (12) continuous months of employment and who is required to attend annual military reserve training as a member of the Armed Force Reserves or National Guard will be paid the difference between the employee's military training pay received for the period of training and her/his regular pay computed at the employee's base rate plus shift differential for employees who are assigned to work permanent evenings and night shifts, and based on the regularly scheduled hours which the employee would have worked during the period. An employee shall not receive supplemental pay for more than fifteen (15) days on which the employee would have worked in any calendar year. Payment will be made following receipt of documentation evidencing the military pay received.

17.6 Educational Assistance. The tuition assistance benefit for courses shall be as follows:

Full-time maximum benefit of \$3,000.

Part-time maximum benefit of \$1,500.

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

17.8 401(K) Plan

Employees will continue to be offered the Hospital's defined contribution plan, as it may be amended, provided the benefits remain substantially equivalent to the benefits in effect as of the effective date of this Agreement. The Employer's matching contribution schedule for eligible employees will be as set forth below, and the matching contribution made on a per payroll period basis to the participating employee's account.

Contribution schedule (based on years of service with CharterCare):

Less than 1 year = 0%
1-5 years = 2%
6-10 years = 3%
11-20 years = 4%
21+ years = 5%

17.9 Employees who are required by the Employer to use their vehicle for work shall be paid the prevailing IRS rate.

ARTICLE XVIII **CLOSINGS AND TRANSFERS**

18.1 **Closures and Relocations.** If the Employer decides to close a unit or department in which bargaining unit employees are employed or to relocate it to the Employer's Specialty Care facility, the Employer will notify the President of the Union at least thirty (30) days in advance of implementation of the decision and, upon request, meet with the Union to discuss the effects of the decision upon bargaining unit employees.

18.2 **Preferences for Vacancies.** An employee who is laid off as a result of a closing a unit or department will be given preference for bargaining unit vacancies in the classification the employee held at the time of layoff, provided the employee is qualified as defined herein.

18.3 **Temporary Transfers.** An employee who is transferred temporarily to another facility of the Employer will retain her/his bargaining status. A non-bargaining unit employee from another facility of the Employer who is transferred temporarily to a facility of the

Employer to perform work within the scope of work performed by bargaining unit employees will retain her/his non-bargaining unit status.

18.4 Subcontracting. In the event the Employer subcontracts bargaining unit work, the Employer will require that such subcontractor offer employment to the employees in the impacted classification. Employees accepting such offers shall retain job bidding and bumping rights as described herein and shall retain their original date of hire with the facility for seniority purposes when seeking to exercise those rights.

Employees who reject the offer of employment from the subcontractor will have the following options:

1. Be placed in a bargaining unit vacancy (if available) provided the employee has the skill and ability to perform the duties of the job as defined herein.
2. If no vacancy is available, the affected employee may displace a less senior employee in a job classification covered by this Agreement according to the procedures described herein.
3. If the affected employee does not have the requisite seniority to ability to displace a less senior employee, or chooses not to exercise her/his right to displace a less senior employee, then employees who have completed their probationary period will be eligible for the following:
 - A. Payout of earned but unused vacation and sick time; and
 - B. One Week pay for each year of service up to a maximum of 10 weeks.

ARTICLE XIX
LEAVE OF ABSENCE

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

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

Length of Continuous	
Employment	Maximum Leave
After twelve (12) months and 1,250 hours worked	13 work weeks
2 years - 5 years	26 work weeks
6 years - 9 years	39 work weeks
10 yrs. +	52 work weeks

An employee who returns from a Medical Leave during the first thirteen (13) weeks will be reinstated to the position which the employee held at the start of the leave or to an equivalent position. If an employee is returning from a leave which has extended beyond thirteen (13) weeks, the employee will be offered the opportunity to fill available vacancies for which the employee is qualified. If there are none, the employee will be eligible to bid on vacancies which arise for the period of time set forth under the Maximum Leave listing herein for which the employee is eligible.

An employee will be required to furnish a completed physician or practitioner certification form as a condition of being granted a medical leave of absence and of

being reinstated and must be cleared by the employee's health care provider before returning to work. If the Employer has reason to doubt the validity of a medical certification, it may require the employee to obtain a second medical opinion at the Employer's expense. The Employer may designate the physician to furnish the second medical opinion, but that physician may not be employed on a regular basis by the Employer.

An employee on leave under this Article will have their benefits, such as insurance premiums, continue in effect as if the employee were in active service, for up to 26 weeks. Thereafter, the employee will be offered medical coverage consistent with the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"). During such time the employee is on leave, he/she shall be required to pay their share of premium, whether under the Hospital plan or COBRA. If premiums are not paid within a month of the date they are owed, benefits for the employee shall be ceased.

19.3 Parental/Family Leave. Leaves for purposes of maternity, adoption, child rearing and/or bonding and/or for a serious health condition or death of a member of the employee's immediate family (parent, spouse, child, parent-in-law) will be granted for up to thirteen (13) work weeks and employees will be reinstated to the position which they held at the start of the leave. Employee eligibility is subject to state law.

If an employee is returning from a leave which has extended beyond thirteen (13) work weeks, the employee will be offered the opportunity to fill available vacancies for which the employee is qualified. If there are none, the employee will be eligible to bid

on vacancies which arise for a period of twelve (12) months from the date the employee is available to return to work. An employee may be required to furnish a completed physician or practitioner certification form, or such other form as the employer requires, to certify care for the serious health condition of an immediate family member, adoption, or placement of a child, as a condition of being granted a parental/family leave and of being reinstated pursuant to state law.

Earned Time Off accrual and benefits continuation shall be as set forth in Section 11.2 herein. Intermittent and reduced schedule leave as defined in Section 15.2 above shall be available to an employee to care for a member of the employee's immediate family with a serious health condition. If possible, the employee's schedule should meet the needs of the employee and the Employer. Intermittent and reduced schedule leave for other parental/family reasons shall be subject to the Employer's approval in its sole discretion. Medical certification may be required for leaves due to a serious health condition of a member of the employee's immediate family.

19.4 Industrial Accident Leave. An employee who is absent because of an industrial accident will be granted a leave of absence for up to one (1) year. Leave and reinstatement shall be in accordance with Rhode Island law. Earned Time Off accruals shall be as set forth herein. Benefit continuation shall be in accordance with Rhode Island law.

19.5 Educational Leave. Subject to the Employer's operating needs, as determined by the Employer, a leave of absence for educational purposes may be granted by the Employer for a period up to the applicable maximum period shown in the schedule in Section 15.2

above. Available accrued Earned Time Off must be used during an education leave. There is no accrual of paid time off during such a leave. The full cost of insurance benefits, to the extent that such are available to employees during an educational leave, shall be paid by the employee. The employer will not hold open the position the employee held at the start of the leave and the employee is not assured of reinstatement at the end of the leave.

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

ARTICLE XX **JOINT COMMITTEE**

20.1 Joint Committee Meetings. There shall be a joint labor-management committee comprised of not more than five (5) representatives of each party. The committee will meet upon a party's request but not more than once per quarter to discuss matters of mutual interest, including issues relating to the parties' relationship, and administration of the Agreement. The committee is not a forum for dealing with grievances, for

addressing negotiations or for addressing negotiable matters. Agenda items may be proposed by either party and will be exchanged between the Chief Human Resources Administrator and the President of the Union and agreed upon one (1) week prior to a scheduled meeting.

- 20.2 Job Description Revisions.** The Union will be notified on a timely basis of any proposed changes to the job descriptions of bargaining unit members.

ARTICLE XXI **HEALTH AND SAFETY**

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

The employer shall comply with all of its employee safety and health related policies/procedures including but not limited to its Physical Security policy, its Theft Prevention policy, its Safety First policy, its Fire, Disaster, and Emergency and Safety Plans, its Injury and Illness Prevention Program, its Safety Program, and its Workplace Violence Prevention policy.

All bargaining unit staff in all behavioral health units shall be provided with panic alarms. Bargaining unit staff who have been provided with panic alarms shall be required to use them as instructed by management.

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

In the event that a second one-on-one assignment is given on a behavioral health unit, the employer shall determine whether or not to seek additional staff. The employer shall act reasonably in making such determination. If the determination is made that additional staff is appropriate, it shall seek such staff as follows:

The Employer shall first seek volunteers from among all off-duty staff by blast text message and phone call. Second, CNA's who work elsewhere in the hospital but have behavioral health experience will be given an opportunity, on a voluntary basis, to float. The Employer will also provide training to non-behavioral health CNA's on a voluntary basis to work on the behavioral health units. Said CNA's will also be contacted in the event of a second one-on-one if necessary.

ARTICLE XXII **PRINTING THE AGREEMENT**

The parties will share equally in the cost of printing of this Agreement. The number of copies printed shall be sufficient to provide each employee and each supervisor and

manager with responsibility for employees with a copy and provide a reasonable number of additional copies for newly-hired employees.

ARTICLE XXIII
MISCELLANEOUS

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

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

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

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

ARTICLE XXIV **ORGANIZATIONAL CHANGES**

24.1 Service and Seniority Credit. Service and seniority credit shall be determined in accordance with this Agreement.

24.2 New Joint Ventures. The parties agree that, if the Employer enters into new joint ventures with other healthcare entities, the Employer will bargain with the Union if the joint venture would affect the terms and conditions of employment of any employee covered under this Agreement.

24.3 Vacancies at other Employer Facilities. An employee who is laid off as a result of the discontinuance in whole or in part of a service program of the Employer shall be given preference of the external applicants for vacancies at other Employer facilities. Such preference shall be given only if the employee who has been laid off is fully qualified to perform the duties of the vacant position.

24.4 Temporary Transfers. An employee who is transferred temporarily to another

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

ARTICLE XXV **OPERATIONS & STAFFING**

The Hospital shall comply with State of Rhode Island regulation 216-RICR-40-10-4 as it relates to bargaining unit employees.

ARTICLE XXVI **DURATION**

This Agreement shall be effective on December 1, 2022 and shall expire at 11:59 pm on November 30, 2025.

The letter agreement dated December 11, 2017 regarding holidays, and the letter agreement dated March 12, 2018 regarding the establishment of the Unit Secretary/CNA position shall both be appended to the collective bargaining agreement as side letters, and shall have the full force and effect of contract provisions.

ARTICLE XXVI
DURATION

This Agreement shall be effective on December 1, 2022 and shall expire at 11:59 pm on November 30, 2025.

The letter agreement dated December 11, 2017 regarding holidays, and the letter agreement dated March 12, 2018 regarding the establishment of the Unit Secretary/CNA position shall both be appended to the collective bargaining agreement as side letters, and shall have the full force and effect of contract provisions.

For Prospect Charter Care LLC:

For United Nurses & Allied Professionals,
Local 5110

Name: _____

Name: Cindy Ferchel

Title: _____

Title: President

Date: _____

Date: April 4, 2023

For Prospect Charter Care LLC:

Name: Tiffany L. Leland
Title: CEO
Date: 5/2/2023

For United Nurses & Allied Professionals,
Local 5110

Name: _____
Title: _____
Date: _____

Side Letter - Leaves of Absence

During the Parties' 2019 negotiations for a new collective bargaining agreement, Article XIX, Section 19.2 was modified to reflect the length of time that medical benefits are continued for an employee who is on leave.

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

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


For the Employer: N. Cook 7/2/19



For the Union: Cathy Fenech 7/2/19

Side Letter – Special Projects

In the Environmental Services department, when bargaining unit employees are assigned to perform special projects, defined as carpet shampooing and adding and removing finish to floors, they shall be paid a differential of \$2.00 per hour for all time spent performing the work.

For the Employer: Natekin Cook 2/6/19 

For the Union: Candy Fenebel President 7/2/19

I, _____, hereby authorize to Prospect CharterCARE, LLC to withhold from my salary due me the rate of dues certified by the Union. I understand that this authorization may be revoked by me upon sixty (60) days written notice to the Chief Human Resources Administrator. In the absence of such notification, this authorization shall be deemed to be continuous until revoked by me, or upon my transfer to a position not covered by the collective agreement or upon termination of my employment. I hereby waive all rights and claims for said monies as deducted and transmitted in accordance with the authorization and relieve the Employer and all of its officers from any liability thereof.

Employee's Signature: _____

Date: _____

Department/Unit: _____

Phone: _____

Email: _____

Appendix B

- | | |
|--|---|
| 1) Mental Health Worker
Certified Nursing Assistant
Imaging Assistant
CNA (12 Hours shift) | 13) Telephone Operator
Operator, Lead Telephone |
| 2) Phlebotomist | 14) Secretary Administrative
Medical Secretary
Secretary, Executive |
| 3) Cook First
Kitchen and Cook's Helper | 15) Admissions Registrar
Greeter/Registrar—Surgical
Receptionist /Registrar
Registration Secretary |
| 4) Team Leader ESD
Team Leader, Patient Transport | 16) Materials Handler
Transporter/Nursing Services
Transporter/Radiology
X-Ray Aide
Rehabilitation Aide |
| 5) Nurse Extender, Surgical | 17) Patient Financial Advocate |
| 6) Central Services Tech | 18) EKG Transcriptionist |
| 7) Laboratory Assistant | 19) Administrative Secretary/
Registrar
School of Nursing |
| 8) OR Materials Coordinator | 20) Secretary, Corresponding
(Medical Records) |
| 9) Unit Secretary
Secretary | |
| 10) Food Service Attendant
PM Kitchen Attendant
Environmental Services Aide
Linen Attendant
Cashier—Dietary
Nutrition Assistant | |
| 11) Courier
Laundry/Sorter Driver | |
| 12) Interpreter | |

* A Phlebotomist may bump the least senior employee in Category 7 provided that there is no least senior phlebotomist to displace;

** A Courier or Laundry/Sorter Driver may bump the least senior employee in Category 10 provided that there is no least senior employee in Category 11 to displace.

Side Letter – Subcontracting

Notwithstanding the employer's right to subcontract as otherwise provided for in this collective bargaining agreement, the employer agrees that during the life of the December 1, 2022- November 30, 2025 collective bargaining agreement, it shall not subcontract any bargaining unit work.

For the Employer: _____ Date: _____

For the Union: _____ Date: _____



Charter CARE
HEALTH PARTNERS

Memorandum of Agreement

**Our Lady of Fatima Hospital
And
United Nurses & Allied Professionals Local 5110**

Our Lady of Fatima Hospital [hereinafter "Hospital"] and the United Nurses & Allied Professionals Local 5110 [hereinafter "Union"] hereby agree as follows:

1. The Hospital and the Union agree to add and establish the following position and pay scale to the Unit Secretary/CNA position;

Job Title	0	Years 1-4	Years 5-9	Years 10-14	Years 15-20	Years 21-24	Years 25-28	Years 29-32	Year 34 Plus
Unit Secretary/CNA	16.45	16.45	16.94	17.45	17.96	18.51	19.07	19.64	20.23

2. Employees at the Fatima site will have preference for the position.
3. The position is primarily Unit Secretary with duties to perform the tasks of a CNA possible during the shift. Will float to another unit during shift as a unit secretary, not as a CNA.
4. The Unit Secretary shall not be counted in the Staffing Grid as a CNA.
5. Extra shifts will be afforded to this position primarily as a Unit Secretary. If CNA shifts are available, the Unit Secretary/CNA may pick up after the CNAs hospital wide have been afforded the opportunity for the shifts. However, the shifts that are picked up will be paid on the CNA scale. A secondary code will be set up for this purpose.
6. Vacation time is awarded as a Unit Secretary/CNA.
7. Bumping Rights:
 - a. Unit Secretary/CNA
 - b. Unit Secretary - only if seniority as a Secretary (unit secretary category #9) is more than the unit secretaries seniority
 - c. CNA - only if seniority as a CNA is more senior than the CNAs (CNA category #1)
8. This Agreement shall be non-precedent setting and is not to be offered into evidence except for the enforcement of the terms herein.



CharterCARE
HEALTH PARTNERS

9. All parties enter into this agreement willingly, with a full understanding of its terms and conditions.

Accepted For the Union:

Cindy Fenchel
Cindy Fenchel
President, UNAP Local 5110

Date: 3/6/18

Accepted for the Hospital:

Dan Janicak
Dan Janicak
Chief Financial Officer, CharterCare

Date: 03232018



Charter CARE
HEALTH PARTNERS

Memorandum of Agreement

**Our Lady of Fatima Hospital
And
United Nurses & Allied Professionals Local 5110**

Our Lady of Fatima Hospital [hereinafter "Hospital"] and the United Nurses & Allied Professionals Local 5110 [hereinafter "Union"] hereby agree as follows:

1. The Hospital and the Union agree to add and establish the following position and pay scale to the Unit Secretary/CNA position:

Job Title	0	Years 1-4	Years 5-9	Years 10-14	Years 15-20	Years 21-24	Years 25-28	Years 29-32	Year 34 Plus
Unit Secretary/CNA	16.45	16.45	16.94	17.45	17.95	18.51	19.07	19.64	20.23

2. Employees at the Fatima site will have preference for the position.
3. The position is primarily Unit Secretary with duties to perform the tasks of a CNA possible during the shift. Will float to another unit during shift as a unit secretary, not as a CNA.
4. The Unit Secretary shall not be counted in the Staffing Grid as a CNA.
5. Extra shifts will be afforded to this position primarily as a Unit Secretary. If CNA shifts are available, the Unit Secretary/CNA may pick up after the CNAs hospital wide have been afforded the opportunity for the shifts. However, the shifts that are picked up will be paid on the CNA scale. A secondary code will be set up for this purpose.
6. Vacation time is awarded as a Unit Secretary/CNA.
7. Bumping Rights:
- a. Unit Secretary/CNA
 - b. Unit Secretary - only if seniority as a Secretary (unit secretary category #9) is more than the unit secretaries seniority
 - c. CNA - only if seniority as a CNA is more senior than the CNAs (CNA category #1)
8. This Agreement shall be non-precedent setting and is not to be offered into evidence except for the enforcement of the terms herein.



Charter CARE
HEALTH PARTNERS

Memorandum of Agreement

Our Lady of Fatima Hospital
And
Local 5110 United Nurses & Allied Professionals

Our Lady of Fatima Hospital [hereinafter 'Hospital'] and the United Nurses & Allied Professionals and Local 5110 [hereinafter 'Union'] hereby agree as follows:

1. The issue is specific to the employees who work varied hours of shifts during the work week such as two 12 hour shifts and two 8 hour shifts.
 - The employees who do not work the same number of hours of shifts each week shall be paid the amount of hours they would have worked had the day not been a holiday.
 - The employees then choose to take another day as the holiday off. The employees are paid the hours they worked on the holiday.
 - If the day the employees' choice for the holiday off happens to be a day they normally work more than the hours they worked on the holiday they shall be allowed to supplement with vacation time.
 - For the employees who work in a service area where the decision is made to close early on a holiday, the employees are paid for the hours worked at the appropriate rate of pay per the collective bargaining agreement. They shall be allowed to supplement with vacation time to allow for a full day's pay.
 - For those employees who are not scheduled to work a holiday they shall receive the default of 8 hours pay for the holiday and shall be allowed to supplement with vacation time to allow for a full day's pay. This comes into play if the employee takes a day off that would have been a regularly scheduled shift of more than 8 hours. (Employee who has a Tuesday - Saturday schedule.)
2. Nothing in this agreement should be construed as changing the collective bargaining agreement.
3. This Agreement shall be non-precedent setting and is not to be offered into evidence except for the enforcement of the terms herein.
4. All parties enter into this agreement willingly, with a full understanding of its terms and conditions.
5. The terms of this agreement as provided for herein shall remain confidential.

Accepted For the Union:
Cindy Fenchel
Cindy Fenchel

President, UNAP Local 5110
Date: 12/11/17

Accepted for the Hospital:
Dan Janicak
Dan Janicak

Chief Financial Officer, CharterCare
Date: 12/12/2017

Exhibit 1

EXHIBIT 1
WAGE SCALES

Bilateral Health Technician (SV)	18,636	18,972	19,371	19,787	20,199	20,611	21,016	21,424	21,836	22,250	22,666	23,084	23,504	23,926	24,350	24,776	25,204	25,634	26,066	26,499	26,934	27,369	27,806	28,244	28,683	29,123	29,564	30,006	30,449	30,893	31,338	31,784	32,231	32,679	33,128	33,578	34,029	34,481	34,934	35,388	35,843	36,299	36,756	37,214	37,673	38,133	38,594	39,056	39,519	39,983	40,448	40,914	41,381	41,849	42,318	42,788	43,259	43,731	44,204	44,678	45,153	45,629	46,106	46,584	47,063	47,543	48,024	48,506	48,989	49,473	49,958	50,444	50,931	51,419	51,909	52,399	52,891	53,384	53,878	54,373	54,869	55,366	55,864	56,363	56,863	57,364	57,866	58,369	58,873	59,378	59,884	60,391	60,899	61,408	61,918	62,429	62,941	63,454	63,968	64,483	64,999	65,516	66,034	66,553	67,073	67,594	68,116	68,639	69,163	69,688	70,214	70,741	71,269	71,798	72,328	72,859	73,391	73,924	74,458	74,993	75,529	76,066	76,604	77,143	77,683	78,224	78,766	79,309	79,853	80,398	80,944	81,491	82,039	82,588	83,138	83,689	84,241	84,794	85,348	85,903	86,459	87,016	87,574	88,133	88,693	89,254	89,816	90,379	90,943	91,508	92,074	92,641	93,209	93,778	94,348	94,919	95,491	96,064	96,638	97,213	97,789	98,366	98,944	99,523	100,103	100,684	101,266	101,849	102,433	103,018	103,604	104,191	104,780	105,370	105,961	106,553	107,146	107,740	108,335	108,931	109,528	110,126	110,725	111,325	111,926	112,528	113,131	113,735	114,340	114,946	115,553	116,161	116,770	117,380	117,991	118,603	119,216	119,830	120,445	121,061	121,678	122,296	122,915	123,535	124,156	124,778	125,401	126,025	126,650	127,276	127,903	128,531	129,160	129,790	130,421	131,053	131,686	132,320	132,955	133,591	134,228	134,866	135,505	136,145	136,786	137,428	138,071	138,715	139,360	140,006	140,653	141,301	141,950	142,600	143,251	143,903	144,556	145,210	145,865	146,521	147,178	147,836	148,495	149,155	149,816	150,478	151,141	151,805	152,470	153,136	153,803	154,471	155,140	155,810	156,481	157,153	157,826	158,500	159,175	159,851	160,528	161,206	161,885	162,565	163,246	163,928	164,611	165,295	165,980	166,666	167,353	168,041	168,730	169,420	170,111	170,803	171,496	172,190	172,885	173,581	174,278	174,976	175,675	176,375	177,076	177,778	178,481	179,185	179,890	180,596	181,303	182,011	182,720	183,430	184,141	184,853	185,566	186,280	186,995	187,711	188,428	189,146	189,865	190,585	191,306	192,028	192,751	193,475	194,200	194,926	195,653	196,381	197,110	197,840	198,571	199,303	200,036	200,770	201,505	202,241	202,978	203,716	204,455	205,195	205,936	206,678	207,421	208,165	208,910	209,656	210,403	211,151	211,900	212,650	213,401	214,153	214,906	215,660	216,415	217,171	217,928	218,686	219,445	220,205	220,966	221,728	222,491	223,255	224,020	224,786	225,553	226,321	227,090	227,860	228,631	229,403	230,176	230,950	231,725	232,501	233,278	234,056	234,835	235,615	236,396	237,178	237,961	238,745	239,530	240,316	241,103	241,891	242,680	243,470	244,261	245,053	245,846	246,640	247,435	248,231	249,028	249,826	250,625	251,425	252,226	253,028	253,831	254,635	255,440	256,246	257,053	257,861	258,670	259,480	260,291	261,103	261,916	262,730	263,545	264,361	265,178	265,996	266,815	267,635	268,456	269,278	270,101	270,925	271,750	272,576	273,403	274,231	275,060	275,890	276,721	277,553	278,386	279,220	280,055	280,891	281,728	282,566	283,405	284,245	285,086	285,928	286,771	287,615	288,460	289,306	290,153	291,001	291,850	292,699	293,550	294,401	295,253	296,106	296,960	297,815	298,671	299,528	300,386	301,245	302,105	302,966	303,828	304,691	305,555	306,420	307,286	308,153	309,021	309,890	310,760	311,631	312,503	313,376	314,250	315,125	316,001	316,878	317,756	318,635	319,515	320,396	321,278	322,161	323,045	323,930	324,816	325,703	326,591	327,480	328,370	329,261	330,153	331,046	331,940	332,835	333,731	334,628	335,526	336,425	337,325	338,226	339,128	340,031	340,935	341,840	342,746	343,653	344,561	345,470	346,380	347,291	348,203	349,116	350,030	350,945	351,861	352,778	353,696	354,615	355,535	356,456	357,378	358,301	359,225	360,150	361,076	362,003	362,931	363,860	364,790	365,721	366,653	367,586	368,520	369,455	370,391	371,328	372,266	373,205	374,145	375,086	376,028	376,971	377,915	378,860	379,806	380,753	381,701	382,650	383,600	384,551	385,503	386,456	387,410	388,365	389,321	390,278	391,236	392,195	393,155	394,116	395,078	396,041	397,005	397,970	398,936	399,903	400,871	401,840	402,810	403,781	404,753	405,726	406,700	407,675	408,651	409,628	410,606	411,585	412,565	413,546	414,528	415,511	416,495	417,480	418,466	419,453	420,441	421,430	422,420	423,411	424,403	425,396	426,390	427,385	428,381	429,378	430,376	431,375	432,375	433,376	434,378	435,381	436,385	437,390	438,395	439,401	440,407	441,414	442,421	443,429	444,437	445,445	446,454	447,463	448,472	449,481	450,490	451,500	452,510	453,520	454,530	455,540	456,550	457,560	458,570	459,580	460,590	461,600	462,610	463,620	464,630	465,640	466,650	467,660	468,670	469,680	470,690	471,700	472,710	473,720	474,730	475,740	476,750	477,760	478,770	479,780	480,790	481,800	482,810	483,820	484,830	485,840	486,850	487,860	488,870	489,880	490,890	491,900	492,910	493,920	494,930	495,940	496,950	497,960	498,970	499,980	500,990	501,000	502,010	503,020	504,030	505,040	506,050	507,060	508,070	509,080	510,090	511,100	512,110	513,120	514,130	515,140	516,150	517,160	518,170	519,180	520,190	521,200	522,210	523,220	524,230	525,240	526,250	527,260	528,270	529,280	530,290	531,300	532,310	533,320	534,330	535,340	536,350	537,360	538,370	539,380	540,390	541,400	542,410	543,420	544,430	545,440	546,450	547,460	548,470	549,480	550,490	551,500	552,510	553,520	554,530	555,540	556,550	557,560	558,570	559,580	560,590	561,600	562,610	563,620	564,630	565,640	566,650	567,660	568,670	569,680	570,690	571,700	572,710	573,720	574,730	575,740	576,750	577,760	578,770	579,780	580,790	581,800	582,810	583,820	584,830	585,840	586,850	587,860	588,870	589,880	590,890	591,900	592,910	593,920	594,930	595,940	596,950	597,960	598,970	599,980	600,990	601,000	602,010	603,020	604,030	605,040	606,050	607,060	608,070	609,080	610,090	611,100	612,110	613,120	614,130	615,140	616,150	617,160	618,170	619,180	620,190	621,200	622,210	623,220	624,230	625,240	626,250	627,260	628,270	629,280	630,290	631,300	632,310	633,320	634,330	635,340	636,350	637,360	638,370	639,380	640,390	641,400	642,410	643,420	644,430	645,440	646,450	647,460	648,470	649,480	650,490	651,500	652,510	653,520	654,530	655,540	656,550	657,560	658,570	659,580	660,590	661,600	662,610	663,620	664,630	665,640	666,650	667,660	668,670	669,680	670,690	671,700	672,710	673,720	674,730	675,740	676,750	677,760	678,770	679,780	680,790	681,800	682,810	683,820	684,830	685,840	686,850	687,860	688,870	689,880	690,890	691,900	692,910	693,920	694,930	695,940	696,950	697,960	698,970	699,980	700,990	701,000	702,010	703,020	704,030	705,040	706,050	707,060	708,070	709,080	710,090	711,100	712,110	713,120	714,130	715,140	716,150	717,160	718,170	719,180	720,190	721,200	722,210	723,220	724,230	725,240	726,250	727,260	728,270	729,280	730,290	731,300	732,310	733,320	734,330	735,340	736,350	737,360	738,370	739,380	740,390	741,400	742,410	743,420	744,430	745,440	746,450	747,460	748,470	749,480	750,490	751,500	752,510	753,520	754,530	755,540	756,550	757,560	758,570	759,580	760,590	761,600	762,610	763,620	764,630	765,640	766,650	767,660	768,670	769,680	770,690	771,700	772,710	773,720	774,730	775,740	776,750	777,760	778,770	779,780	780,790	781,800	782,810	783,820	784,830	785,840	786,850	787,860	788,870	789,880	790,890	791,900	792,910	793,920	794,930	795,940	796,950	797,960	798,970	799,980	800,990	801,000	802,010	803,020	804,030	805,040	806,050	807,060	808,070	809,080	810,090	811,100	812,110	813,120	814,130	815,140	816,150	817,160	818,170	819,180	820,190	821,200	822,210	823,220	824,230	825,240	826,250	827,260	828,270	829,280	830,290	831,300	832,310	833,320	834,330	835,340	836,350	837,360	838,370	839,380	840,390	841,400	842,410	843,420	844,430	845,440	846,450	847,460	848,470	849,480	850,490	851,500	852,510	853,520	854,530	855,540	856,550	857,560	858,570	859,580	860,590	861,600	862,610	863,620	864,630	865,640	866,650	867,660	868,670	869,680	870,690	871,700	872,710	873,720	874,730	875,740	876,750	877,760	878,770	879,780	880,790	881,800	882,810	883
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Group membership

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Appendix A

YOUR 2023 Benefits



2023 Contributions - Service Workers Union at Our Lady of Fatima Hospital and CharterCARE Health Partners

Eligibility for Benefits

	Full Time Employees	Part Time Employees
Hours Requirement	32 - 40 hours per week	20 - 31 hours per week

Medical - 26 Pay Periods

	Payroll Deductions* Bi-Weekly - 26 Pay Periods	
	Full Time	Part Time
EPO		
Employee Only	\$34.75	\$67.18
Employee + Spouse	\$72.97	\$141.08
Employee + Child(ren)	\$69.32	\$134.03
Employee + Family	\$104.24	\$201.55
Limited PPO		
Employee Only	\$61.39	\$85.94
Employee + Spouse	\$128.92	\$232.06
Employee + Child(ren)	\$122.48	\$220.45
Employee + Family	\$184.17	\$331.51
Premier PPO		
Employee Only	\$141.41	\$282.84
Employee + Spouse	\$281.77	\$563.54
Employee + Child(ren)	\$267.68	\$535.37
Employee + Family	\$318.66	\$637.32
Value PPO		
Employee Only	\$33.53	\$33.53
Employee + Spouse	\$76.50	\$134.10
Employee + Child(ren)	\$67.04	\$117.32
Employee + Family	\$83.80	\$166.09

* If you have not completed the required Wellness activities, you will pay an additional \$50 per month surcharge. Also, if you use tobacco products, you will pay an additional \$50 per month surcharge. For more information, please see the Wellness section of your Employee Benefits Guide for details.

Contributions may differ slightly from published rates due to system rounding.

2023 Contributions (continued)

Dental & Vision

	Payroll Deductions 26 Pay Periods	
	Full Time	Part Time
Dental: DPPO		
Employee Only	\$1.82	\$3.64
Employee + Spouse	\$4.09	\$8.17
Employee + Child(ren)	\$3.88	\$7.76
Employee + Family	\$6.55	\$13.11
Vision		
Employee Only	\$3.42	
Employee + Spouse	\$6.84	
Employee + Child(ren)	\$7.32	
Employee + Family	\$11.70	

Optional Life

Monthly Rate per \$1,000 of Coverage	
Employee or Spouse (Based on Employee Age as of Jan. 1)	
Under age 25	\$0.06
Age 25 to 29	\$0.07
Age 30 to 34	\$0.08
Age 35 to 39	\$0.10
Age 40 to 44	\$0.12
Age 45 to 49	\$0.19
Age 50 to 54	\$0.43
Age 55 to 59	\$0.65
Age 60 to 64	\$0.78
Age 65 to 69	\$1.27
Age 70 or older	\$2.06
Child	
Age 14 days to 26 years	\$0.12

Optional AD&D

Monthly Rate per \$1,000 of Coverage	
Employee Coverage	\$0.02
Spouse Coverage	\$0.03
Child Coverage	\$0.03

Optional Long Term Disability (LTD)

Monthly Rate per \$100 of Coverage	
Under age 25	\$0.10
Age 25 to 29	\$0.16
Age 30 to 34	\$0.24
Age 35 to 39	\$0.55
Age 40 to 44	\$0.76
Age 45 to 49	\$1.01
Age 50 to 54	\$1.08
Age 55 to 59	\$1.11
Age 60 to 64	\$1.37
Age 65 to 69	\$1.49
Age 70 or older	\$0.47

Sample Optional LTD Calculation:

Your deduction is based off your monthly salary.

For example, if you are 36 years old, your monthly rate per \$100 of coverage is \$0.55.

Then if you make \$2,500 per month:

$$\begin{aligned} \$2,500 \div 100 \times 0.550 \times 12 \div 26 = \\ \$6.34 \text{ per pay period} \end{aligned}$$

Sample Optional Life Calculation:

34 year old employee elects \$50,000 for himself, \$25,000 for his 36 year old spouse, and \$10,000 for children.

Employee: \$50,000/1000 = 50 x 0.08 = \$4.00 per month	\$4.00 x 12/26 = \$1.85 per pay period
Spouse: \$25,000/1000 = 25 x 0.08 = \$2.00 per month	\$2.00 x 12/26 = \$0.92 per pay period
Child(ren): \$10,000/1000 = 10 x 0.12 = \$1.20 per month	\$1.20 x 12/26 = \$0.55 per pay period

Sample Optional AD&D Calculation:

Employee elects \$50,000 = 50 x .02 = \$1.00 x 12/26 = \$0.46 per pay period
Employee elects \$50,000 for spouse = 50 x .03 = \$1.50 x 12/26 = \$0.69 per pay period

YOUR 2023 Benefits



2023 Contributions -

CharterCARE Health Partners, CharterCARE Medical Associates, Roger Williams Medical Center, Blackstone Valley Surgicare, Home Health and Hospice, Our Lady of Fatima Hospital

Eligibility for Benefits

	Full Time Employees	Part Time Employees
Hours Requirement	32 - 40 hours per week	20 - 31 hours per week

Medical - 26 Pay Periods

	Payroll Deductions* Bi-Weekly - 26 Pay Periods	
	Full Time	Part Time
EPO		
Employee Only	\$47.06	\$83.19
Employee + Spouse	\$103.54	\$183.02
Employee + Child(ren)	\$97.78	\$164.72
Employee + Family	\$130.73	\$261.46
Limited PPO		
Employee Only	\$68.02	\$136.05
Employee + Spouse	\$148.86	\$297.73
Employee + Child(ren)	\$141.41	\$282.84
Employee + Family	\$198.01	\$396.02
Premier PPO		
Employee Only	\$155.89	\$287.60
Employee + Spouse	\$341.15	\$603.96
Employee + Child(ren)	\$324.09	\$573.76
Employee + Family	\$453.77	\$862.79
Value PPO		
Employee Only	\$32.94	\$32.94
Employee + Spouse	\$72.48	\$128.11
Employee + Child(ren)	\$68.45	\$115.31
Employee + Family	\$91.51	\$183.03

* If you have not completed the required Wellness activities, you will pay an additional \$50 per month surcharge. Also, if you use tobacco products, you will pay an additional \$50 per month surcharge. For more information, please see the Wellness section of your Employee Benefits Guide for details.

Contributions may differ slightly from published rates due to system rounding.

2023 Contributions (continued)

Dental & Vision

	Payroll Deductions 26 Pay Periods	
	Full Time	Part Time
Dental: DPPO		
Employee Only	\$1.82	\$3.64
Employee + Spouse	\$4.09	\$8.17
Employee + Child(ren)	\$3.88	\$7.76
Employee + Family	\$6.55	\$13.11
Vision		
Employee Only	\$3.42	
Employee + Spouse	\$6.84	
Employee + Child(ren)	\$7.32	
Employee + Family	\$11.70	

Optional Life

Monthly Rate per \$1,000 of Coverage	
Employee or Spouse (Based on Employee Age as of Jan. 1)	
Under age 25	\$0.06
Age 25 to 29	\$0.07
Age 30 to 34	\$0.08
Age 35 to 39	\$0.10
Age 40 to 44	\$0.12
Age 45 to 49	\$0.19
Age 50 to 54	\$0.43
Age 55 to 59	\$0.65
Age 60 to 64	\$0.78
Age 65 to 69	\$1.27
Age 70 or older	\$2.06
Child	
Age 14 days to 26 years	\$0.12

Optional AD&D

Monthly Rate per \$1,000 of Coverage	
Employee Coverage	\$0.02
Spouse Coverage	\$0.03
Child Coverage	\$0.03

Optional Long Term Disability (LTD)

Monthly Rate per \$100 of Coverage	
Under age 25	\$0.10
Age 25 to 29	\$0.16
Age 30 to 34	\$0.24
Age 35 to 39	\$0.55
Age 40 to 44	\$0.76
Age 45 to 49	\$1.01
Age 50 to 54	\$1.08
Age 55 to 59	\$1.11
Age 60 to 64	\$1.37
Age 65 to 69	\$1.49
Age 70 or older	\$0.47

Sample Optional LTD Calculation:

Your deduction is based off your monthly salary.

For example, if you are 36 years old, your monthly rate per \$100 of coverage is \$0.55.

Then if you make \$2,500 per month:

$$\begin{aligned} \$2,500 \div 100 \times 0.550 \times 12 \div 26 &= \\ \$6.34 \text{ per pay period} \end{aligned}$$

Sample Optional Life Calculation:

34 year old employee elects \$50,000 for himself, \$25,000 for his 36 year old spouse, and \$10,000 for children.

Employee: $\$50,000/1000 = 50 \times 0.08 = \4.00 per month	$\$4.00 \times 12/26 = \1.85 per pay period
Spouse: $\$25,000/1000 = 25 \times 0.08 = \2.00 per month	$\$2.00 \times 12/26 = \0.92 per pay period
Child(ren): $\$10,000/1000 = 10 \times 0.12 = \1.20 per month	$\$1.20 \times 12/26 = \0.55 per pay period

Sample Optional AD&D Calculation:

Employee elects \$50,000 = $50 \times .02 = \$1.00 \times 12/26 = \0.46 per pay period

Employee elects \$50,000 for spouse = $50 \times .03 = \$1.50 \times 12/26 = \0.69 per pay period

Medical: Exclusive Provider Organization (EPO)

The Medical Exclusive Provider Organization (EPO) plan requires that you receive your health care from providers in the PMH National Network (Tier 1). The EPO Plan offers a full range of coverage with low out of pocket costs and is designed to be a cost-effective means of obtaining your health care services to protect you and your family in the event of an illness or injury.

All services must be received from providers in the Tier 1 Network when available, regardless of where you reside. If utilizing a Tier 1 Network provider, benefits will be paid based on your covered benefits where you are employed. Out-of-network benefits are only available for emergency services; otherwise the service will not be covered. If services are not available within the Tier 1 Network, you may access care through the Blue Cross Blue Shield BlueCard PPO Network (Tier 2). Tier 2 benefits apply when services are rendered by a Tier 2 provider.

Blue Cross Blue Shield EPO		
	Tier 1 Roger Williams Medical Center, Our Lady of Fatima Hospital, St. Joseph Health Center, Blackstone Valley Surgicare, CharterCARE Medical Associates and affiliated providers** and PMH National Network****	Tier 2 Services Not Available in the CharterCARE Network****
Lifetime Plan Maximum (per individual)		
Essential Health Benefits	Unlimited	
Calendar Year Deductible		
Individual	\$0	\$250
Family	\$0	\$750
Calendar Year Out-of-Pocket Maximum (includes Deductible)		
Individual	\$2,750	\$2,750
Family	\$8,250	\$8,250
Physician Services		
Office Visit (Primary Care Physician)	\$35 copay	
Office Visit (Specialist)	\$40 copay	
Surgeon, Assistant Surgeon, Anesthesia	No charge	No charge*
Teladoc (Telemedicine Visit)	\$10 copay	\$10 copay
Inpatient Services - Facility		
Inpatient Hospital Room & Board	No charge	\$600/admit, then 10%*
Outpatient Services - Facility		
Outpatient Lab, X-Ray, Diagnostic	No charge	10%*
Outpatient Surgery	No charge	\$300/service, then 10%*
Ambulatory Surgical Center	No charge	\$300/service, then 10%*
Hospital-Outpatient Treatment (nonsurgical & other expenses)	No charge	\$300/service, then 10%*
Emergency Care		
Urgent Care	\$35 copay	
Emergency Room (copay waived if admitted)	No charge	\$170 copay*
Emergency Room Physician	No charge	No charge*
Ambulance	10%	10%*
Preventive Care / Wellness Services		
Physical Exams and Periodic Check-Ups	No charge	No charge
Well Baby and Well Child Care	No charge	No charge
Well Woman Exams	No charge	No charge
Immunizations	No charge	No charge

* After deductible

** When service is available

*** When service is available and based on covered benefits where you are employed

**** Members may access BCBS/BlueCard Participating Providers only when services are not available in the Preferred EPO network or Emergency Services

Medical: Exclusive Provider Organization (EPO) (continued)

Blue Cross Blue Shield EPO		
	Tier 1 Roger Williams Medical Center, Our Lady of Fatima Hospital, St. Joseph Health Center, Blackstone Valley Surgicare, CharterCARE Medical Associates and affiliated providers** and PMH National Network***	Tier 2 Services Not Available in the CharterCARE Network****
Other Provider Services		
Physical, Speech, Occupational & ABA Therapy (60 combined visits/cal yr)	\$40 copay	\$40 copay
Chiropractic Care (unlimited)	Not covered	Not covered
Acupuncture	Not covered	Not covered
Allergy Services - Primary Care	\$35 copay	\$35 copay
Allergy Services - Specialist	\$40 copay	\$40 copay
Allergy Services - Injections & Serum	No charge	No charge
Pregnancy and Maternity Care		
Pre-Natal Care (Initial Visit)	No charge	No charge
Inpatient Hospital Room and Semi Private	No charge	\$600/admit, then 10%*
General Medical Services		
Physician's Office, Lab and X-Ray	No charge after OV copay	OV copay, then 10%
Independent Lab and X-Ray	No charge after OV copay	OV copay, then 10%
Advanced Imaging	No charge	\$100 copay
Skilled Nursing or Extended Care Facility (up to 100 visits/cal year)	No charge	\$100 copay/day
Home Health Care (up to 100 visits/cal year)	\$35 copay/visit	\$35 copay/visit
Hospice Care	No charge	\$100 copay/day
Durable Medical Equipment	No charge	No charge*
Hearing Aid Services & Ancillary Equipment	No charge, deductible waived \$2,000 allowance every 24 months (does not count towards OOP Max)	
Mental or Nervous Disorders and Substance Abuse		
Inpatient Facility	No charge	\$600/admit, then 10%*
Inpatient Physician	No charge	No charge*
Outpatient Visits (physician)	\$35 copay	
Prescription Drug Coverage		
MedImpact Mandatory Generic Retail ¹		
Deductible (Individual/Family)	None	
Out-of-Pocket Max (Indiv/Family)	\$2,500 / \$5,000	\$2,500 / \$5,000
Retail Rx (up to 30-day supply)		
Generic	\$15 copay	
Formulary Brand	\$45 copay	
Non-Formulary Brand ²	\$60 copay	
Mail Order Rx (90 day supply)		
Generic	\$30 copay	
Formulary Brand	\$90 copay	
Non-Formulary Brand ²	\$120 copay	
Specialty (30-day supply)	25% (\$150 max.)	

* After deductible

** When service is available

*** When service is available and based on covered benefits where you are employed

**** Members may access BCBS/BlueCard Participating Providers only when services are not available in the Preferred EPO network or Emergency Services

1 If a brand name drug is dispensed and a generic drug is available, member will be responsible for the Brand copay plus the difference in cost between the brand and generic drug.

2 Prior authorization is required for non-formulary and specialty prescriptions.

Medical: Limited PPO

With the Limited PPO plan, you have flexibility to use the PMH National Network (Tier 1) or the Blue Cross Blue Shield Network (Tier 2). Your cost sharing will depend on whether you use Tier 1 or Tier 2 networks. There is no out-of-network coverage unless it is an emergency.

	Blue Cross Blue Shield Limited PPO	
	Tier 1 PMH National Network**	Tier 2 Blue Cross / Blue Shield Preferred Network
Lifetime Plan Maximum (per Individual)		
Essential Health Benefits	Unlimited	
Calendar Year Deductible		
Individual	\$0	\$1,630
Family	\$0	\$4,890
Calendar Year Out-of-Pocket Maximum (includes Deductible)		
Individual	\$2,750	\$5,000
Family	\$8,250	\$10,000
Physician Services		
Office Visit (Primary Care Physician)	\$35 copay	20%*
Office Visit (Specialist)	\$40 copay	20%*
Surgeon, Assistant Surgeon, Anesthesia	No charge	20%*
Teladoc (Telemedicine Visit)	\$10 copay	\$10 copay
Inpatient Services - Facility		
Inpatient Hospital Room & Board	No charge	20%*
Outpatient Services - Facility		
Outpatient Lab, X-Ray, Diagnostic	No charge	20%*
Outpatient Surgery	No charge	20%*
Ambulatory Surgical Center	No charge	20%*
Hospital-Outpatient Treatment (nonsurgical & other expenses)	No charge	20%*
Emergency Care		
Urgent Care	\$35 copay	
Emergency Room (copay waived if admitted)	No charge	20%*
Emergency Room Physician	No charge	20%*
Ambulance	10%	10%*
Preventive Care / Wellness Services		
Physical Exams and Periodic Check-Ups	No charge	
Well Baby and Well Child Care	No charge	
Well Woman Exams	No charge	
Immunizations	No charge	

* After deductible

** When service is available and based on covered benefits where you are employed.

Medical: Limited PPO (continued)

	Blue Cross Blue Shield Limited PPO	
	Tier 1 PMH National Network**	Tier 2 Blue Cross / Blue Shield Preferred Network
Other Provider Services		
Physical, Speech, Occupational & ABA Therapy (60 combined visits/cal yr)	\$40 copay	20%*
Chiropractic Care (unlimited)	Not covered	Not covered
Acupuncture	Not covered	Not covered
Allergy Services - Primary Care	\$35 copay	20%*
Allergy Services - Specialist	\$40 copay	20%*
Allergy Services - Injections & Serum	No charge	20%*
Pregnancy and Maternity Care		
Pre-Natal Care (Initial Visit)	No charge	No charge
Inpatient Hospital Room and Semi Private	No charge	20%*
General Medical Services		
Physician's Office, Lab and X-Ray	No charge after OV copay	20%*
Independent Lab and X-Ray	No charge	20%*
Advanced Imaging	No charge	20%*
Skilled Nursing or Extended Care Facility (up to 100 visits/cal year)	No charge	20%*
Home Health Care (up to 100 visits/cal year)	\$35 copay/visit	20%*
Hospice Care	No charge	20%*
Durable Medical Equipment	No charge	20%*
Hearing Aid Services & Ancillary Equipment	No charge; \$2,000 allowance every 24 months (does not count towards OOP Max)	20%*
Mental or Nervous Disorders and Substance Abuse		
Inpatient Facility	No charge	20%*
Inpatient Physician	No charge	20%*
Outpatient Visits (physician)	\$35 copay	20%*
Prescription Drug Coverage		
	Medimpact Mandatory Generic Retail	
Deductible (Individual/Family)	None	
Out-of-Pocket Max (Indiv/Family)	\$2,500 / \$5,000	
Retail Rx (up to 30-day supply)		
Generic	\$15 copay	
Formulary Brand	\$45 copay	
Non-Formulary Brand ²	\$60 copay	
Mail Order Rx (90 day supply)		
Generic	\$30 copay	
Formulary Brand	\$90 copay	
Non-Formulary Brand ²	\$120 copay	
Specialty (30-day supply)	25% (\$150 max.)	

* After deductible

** When service is available and based on covered benefits where you are employed.

1 If a brand name drug is dispensed and a generic drug is available, member will be responsible for the Brand copay plus the difference in cost between the brand and generic drug.

2 Prior authorization is required for non-formulary and specialty prescriptions.



Medical: Premier PPO

The Premier PPO plan offers the ultimate freedom of choice and is the richest plan offered. You may obtain services from any provider you choose, but your costs will be lower when utilizing the PMH National Network (Tier 1) or the Blue Cross Blue Shield Network (Tier 2) Provider. For services received Out-of-Network, you will be responsible for any difference between the covered expense and actual charges.

	Blue Cross Blue Shield Premier PPO		
	Tier 1 PMH National Network**	Tier 2 Blue Cross / Blue Shield Preferred Network	Tier 3 Out-of-Network***
Lifetime Plan Maximum (per individual)			
Essential Health Benefits	Unlimited		
Calendar Year Deductible			
Individual	\$0	\$500	\$500
Family	\$0	\$1,500	\$1,500
Calendar Year Out-of-Pocket Maximum (includes Deductible)			
Individual	\$2,250	\$2,650	\$4,650
Family	\$5,625	\$6,625	\$13,950
Physician Services			
Office Visit (Primary Care Physician)	\$20 copay	\$30 copay	30%*
Office Visit (Specialist)	\$25 copay	\$30 copay	30%*
Surgeon, Assistant Surgeon, Anesthesia	10%	10%*	30%*
Teladoc (Telemedicine Visit)	\$10 copay	\$10 copay	\$10 copay
Inpatient Services - Facility			
Inpatient Hospital Room & Board	No charge	10%*	30%*
Outpatient Services - Facility			
Outpatient Lab, X-Ray, Diagnostic	No charge	10%*	30%*
Outpatient Surgery	No charge	10%*	30%*
Ambulatory Surgical Center	10%	10%*	30%*
Hospital-Outpatient Treatment (nonsurgical & other expenses)	No charge	10%*	30%*
Emergency Care			
Urgent Care	\$25 copay	\$30 copay	30%*
Emergency Room (copay waived if admitted)	No charge	\$120 + 10%*	
Emergency Room Physician	10%	10%*	10%*
Ambulance	10%	10%*	10%*
Preventive Care / Wellness Services			
Physical Exams and Periodic Check-Ups	No charge	No charge	Not covered
Well Baby and Well Child Care	No charge	No charge	Not covered
Well Woman Exams	No charge	No charge	Not covered
Immunizations	No charge	No charge	Not covered

* After deductible

** When service is available and based on covered benefits where you are employed.

*** When utilizing Out-of-Network benefits, the Plan payment will be based on the Maximum Allowable Charges for the services. You will be responsible to pay the provider / facility any difference between the Plan's payment and the provider's / facility's full charge for the services.

Medical: Premier PPO (continued)

	Blue Cross Blue Shield Premier PPO		
	Tier 1 PMH National Network**	Tier 2 Blue Cross / Blue Shield Preferred Network	Tier 3 Out-of-Network***
Other Provider Services			
Physical, Speech, Occupational & ABA Therapy (60 combined visits/cal yr)	\$25 copay	\$30 copay	30%*
Chiropractic Care (unlimited)	\$30 copay	\$30 copay	Not covered
Acupuncture	\$30 copay	\$30 copay	\$30 copay
Allergy Services - Primary Care	\$25 copay	\$30 copay	30%*
Allergy Services - Specialist	\$25 copay	\$30 copay	30%*
Allergy Services - Injections & Serum	\$25 copay	\$30 copay	30%*
Pregnancy and Maternity Care			
Pre-Natal Care (Initial Visit)	No charge	No charge	30%*
Inpatient Hospital Room and Semi Private	10%	10%*	30%*
General Medical Services			
Physician's Office, Lab and X-Ray	No charge after OV copay	No charge after OV copay	30%*
Independent Lab and X-Ray	No charge	\$40 copay*	30%*
Advanced Imaging	No charge	\$40 copay*	30%*
Skilled Nursing or Extended Care Facility (up to 100 visits/cal year)	No charge	10%*	30%*
Home Health Care (up to 100 visits/cal year)	10%	10%*	Not covered
Hospice Care	No charge	10%*	Not covered
Durable Medical Equipment	10%	10%*	30%
Hearing Aid Services & Ancillary Equipment	10%	10%	30%
	\$2,000 allowance every 24 months (does not count towards OOP Max)		
Mental or Nervous Disorders and Substance Abuse			
Inpatient Facility	No charge	10%*	30%*
Inpatient Physician	10%	10%*	30%*
Outpatient Visits (physician)	\$25 copay	\$30 copay	30%*
Prescription Drug Coverage		Medimpact Mandatory Generic Retail ¹	Tier 3
Deductible (Individual/Family)	None		None
Out-of-Pocket Max (Indiv/Family)	\$2,500 / \$5,000		N/A
Retail Rx (up to 30-day supply)			
Generic	\$15 copay		Not covered
Formulary Brand	\$45 copay		
Non-Formulary Brand ²	\$60 copay		
Mail Order Rx (90 day supply)			
Generic	\$30 copay		Not covered
Formulary Brand	\$90 copay		
Non-Formulary Brand ²	\$120 copay		
Specialty (30-day supply)	25% (\$150 max.)		

* After deductible

** When service is available and based on covered benefits where you are employed.

*** When utilizing Out-of-Network benefits, the Plan payment will be based on the Maximum Allowable Charges for the services. You will be responsible to pay the provider / facility any difference between the Plan's payment and the provider's / facility's full charge for the services.

1 If a brand name drug is dispensed and a generic drug is available, member will be responsible for the Brand copay plus the difference in cost between the brand and generic drug.

2 Prior authorization is required for non-formulary and specialty prescriptions.



Medical: Value PPO

The Value PPO offers freedom of choice and allows you the ability to go out-of-network. You may obtain services from any provider you choose, but your costs will be lower when utilizing the PMH National Network (Tier 1) or the Blue Cross Blue Shield Network (Tier 2) Provider. This PPO has high deductibles and cost sharing but your annual preventive exams are always covered at 100% within the Tier 1 or Tier 2 networks. For services received Out-of-Network, you will be responsible for any difference between the covered expense and actual charges.

	Blue Cross Blue Shield Value PPO		
	Tier 1 PMH National Network**	Tier 2 Blue Cross / Blue Shield Preferred Network	Tier 3 Out-of-Network***
Lifetime Plan Maximum (per individual)			
Essential Health Benefits	Unlimited		
Calendar Year Deductible			
Individual	\$3,000	\$5,900	\$10,000
Family	\$6,000	\$11,800	\$20,000
Calendar Year Out-of-Pocket Maximum (includes Deductible)			
Individual	\$5,000	\$5,900	\$30,000
Family	\$10,000	\$11,800	\$60,000
Physician Services			
Office Visit (Primary Care Physician)	No charge*		50%*
Office Visit (Specialist)	No charge*		50%*
Surgeon, Assistant Surgeon, Anesthesia	No charge*		50%*
Teladoc (Telemedicine Visit)	\$10 copay		\$10 copay
Inpatient Services - Facility			
Inpatient Hospital Room & Board	No charge*		50%*
Outpatient Services - Facility			
Outpatient Lab, X-Ray, Diagnostic	No charge*		50%*
Outpatient Surgery	No charge*		50%*
Ambulatory Surgical Center	No charge*		50%*
Hospital-Outpatient Treatment (nonsurgical & other expenses)	No charge*		50%*
Emergency Care			
Urgent Care	No charge*		10%*
Emergency Room (copay waived if admitted)	No charge*		No charge*
Emergency Room Physician	No charge*		10%*
Ambulance	No charge*		10%*
Preventive Care / Wellness Services			
Physical Exams and Periodic Check-Ups	No charge		50%*
Well Baby and Well Child Care	No charge		50%*
Well Woman Exams	No charge		50%*
Immunizations	No charge		50%*

* After deductible

** When service is available and based on covered benefits where you are employed.

*** When utilizing Out-of-Network benefits, the Plan payment will be based on the Maximum Allowable Charges for the services. You will be responsible to pay the provider / facility any difference between the Plan's payment and the provider's / facility's full charge for the services.

Medical: Value PPO (continued)

	Blue Cross Blue Shield Value PPO		
	Tier 1 PMH National Network**	Tier 2 Blue Cross / Blue Shield Preferred Network	Tier 3 Out-of-Network***
Other Provider Services			
Physical, Speech, Occupational & ABA Therapy (60 combined visits/cal yr)	No charge*	No charge*	50%*
Chiropractic Care (unlimited)		Not covered	
Acupuncture		Not covered	
Allergy Services - Primary Care	No charge*	No charge*	50%*
Allergy Services - Specialist	No charge*	No charge*	50%*
Allergy Services - Injections & Serum	No charge*	No charge*	50%*
Pregnancy and Maternity Care			
Pre-Natal Care (Initial Visit)	No charge	No charge	50%*
Inpatient Hospital Room and Semi Private	No charge*	No charge*	50%*
General Medical Services			
Physician's Office, Lab and X-Ray		No charge*	50%*
Independent Lab and X-Ray		No charge*	50%*
Advanced Imaging		No charge*	50%*
Skilled Nursing or Extended Care Facility (up to 100 visits/cal year)		No charge*	50%*
Home Health Care (up to 100 visits/cal year)		No charge*	50%*
Hospice Care		No charge*	50%*
Durable Medical Equipment		No charge*	50%*
Hearing Aid Services & Ancillary Equipment		20%	50%
	\$2,000 allowance every 24 months (does not count towards OOP Max)		
Mental or Nervous Disorders and Substance Abuse			
Inpatient Facility		No charge*	50%*
Inpatient Physician		No charge*	50%*
Outpatient Visits (physician)		No charge*	50%*
Prescription Drug Coverage	Medimpact Mandatory Generic Retail ¹		Tier 3
Deductible (Individual/Family)		None	None
Out-of-Pocket Max (Indiv/Family)		\$2,650 / \$5,300	N/A
Retail Rx (up to 30-day supply)			
Generic		\$15 copay	
Formulary Brand		\$45 copay	Not covered
Non-Formulary Brand ²		\$60 copay	
Mail Order Rx (90 day supply)			
Generic		\$30 copay	
Formulary Brand		\$90 copay	Not covered
Non-Formulary Brand ²		\$120 copay	
Specialty (30-day supply)		25% (\$150 max.)	

* After deductible

** When service is available and based on covered benefits where you are employed.

*** When utilizing Out-of-Network benefits, the Plan payment will be based on the Maximum Allowable Charges for the services. You will be responsible to pay the provider / facility any difference between the Plan's payment and the provider's / facility's full charge for the services.

1 If a brand name drug is dispensed and a generic drug is available, member will be responsible for the Brand copay plus the difference in cost between the brand and generic drug.

2 Prior authorization is required for non-formulary and specialty prescriptions.



Prescription Drugs

Your medical plan includes coverage for prescription medication. When you enroll in the EPO or PPO medical plans, you are automatically enrolled in the prescription drug plan administered by MedImpact. The prescription drug information is combined with your medical ID card. To access a complete listing of MedImpact pharmacies near you, log onto www.medimpact.com.

Exclusive Home Delivery for Maintenance Medications

If you take maintenance medication, such as those used to treat high blood pressure or high cholesterol, you can avoid higher costs by taking advantage of the convenience of home delivery pharmacy services. This program allows you to refill maintenance medications at a retail pharmacy twice without incurring a higher cost. After the second purchase, you'll be responsible for paying the entire cost of the medication when using a retail pharmacy. You can avoid these higher costs by signing up for home delivery by contacting MedImpact at 800-788-2949 or log in to www.medimpact.com.

Crozer Health Pharmacy

Prospect Medical (PM) continues to partner with Crozer Health Pharmacy (CHP) as the preferred pharmacy for **Specialty Medications** for Prospect Medical (PM) employees and dependents who are enrolled in a PM medical plan. Crozer Health Pharmacy is affiliated with PM, which allows our employees to utilize its own specialty pharmacy services. Crozer Health Pharmacy, located in Upland, PA, will provide mail order and pick-up services for PM employees.

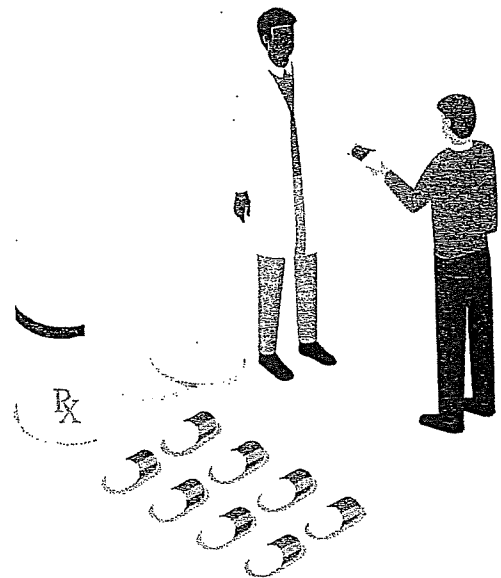
Should you need NEW specialty prescriptions **on or after January 1, 2023**, please ask your physician's office to e-prescribe or call in a new prescription to the Crozer Health Pharmacy:

**Crozer Health Pharmacy
Crozer-Chester Medical Center
One Medical Center Boulevard
Upland, PA 19013
610-447-2850**

Hours: Monday to Friday from 7 a.m. to 4 p.m. EST

24 Hour Access: Ask your physician's office to e-prescribe or call in a new prescription to 610-447-2850. Refill a prescription using the Refill Telemanager at 610-447-2850.

As part of the Pharmacy Benefits transition to MedImpact, SaveOnSP is going away and will be replaced with MedImpact Assist®. Accredo Specialty Pharmacy will no longer be an in-network pharmacy for PM. If Crozer is unable to fill your medication, they will coordinate with a specialty pharmacy who can on your behalf. BioPlus Specialty Pharmacy will be taking the place of Accredo for most of these drugs.



Wellness

Healthy PROSPECTS

PMH's employees are its greatest assets, and we take your health and well-being very seriously. That's why PMH provides the Healthy Prospects employee wellness program to promote and support wellness among its workforce.

If you are enrolled in the PMH medical benefits plan, you will have access to a wide array of the wellness program services and tools to help you to improve your health, at no cost to you, including:

- Biometric screening
- Health assessment
- Health coaching
- Chronic condition management
- Wellness challenges
- Tobacco cessation
- Wellness incentive
- Other wellness program activities and resources

Healthy Prospects Program Vendor: Eligible employees can access the Healthy Prospects ActiveHealth website at www.myactivehealth.com/pmh.

Wellness Incentive

Employees enrolled in the PMH medical plan who do not complete the wellness program requirements in 2023 will pay an additional \$50 per month (\$600 per year) more for their medical premium during the 2024 benefits year.

To avoid the additional \$50 per month medical premium surcharge during 2024, you must meet the following criteria during 2023:

- Complete a biometric screening option, and
- Complete an online health assessment on the Healthy Prospects site at www.myactivehealth.com/pmh.

Please note: Newly eligible employees that become active on PMH medical benefits on or after June 1, 2023 will not need to complete the wellness requirements in 2023 to avoid the 2024 medical premium surcharge. Employees who are newly enrolled in medical coverage on or after January 1, 2023 will automatically avoid the 2023 surcharge.

Biometric Screening

Biometric screening involves simple tests that will provide you with information on key indicators for your risk for cardiovascular disease, stroke, diabetes, and other health conditions, including your body fat percentage, body mass index (BMI), blood pressure, cholesterol and triglyceride levels, and blood glucose.

Employees have several options through ActiveHealth's biometrics screening partner - Quest Diagnostics - for completing the screenings during 2023 to meet the wellness incentive requirement. Those options will be communicated to employees throughout the year, based on considerations related to the COVID-19 situation. The screening results will be confidential, and no individual results will be reported to PMH. The screening options can be accessed through the Healthy Prospects site at www.myactivehealth.com/pmh.

Online Health Assessment

An online health assessment evaluates your risks for chronic health conditions. Once you complete your health assessment, you will receive a summary of your results, as well as an action plan customized to your health risks. The online health assessment can be accessed by visiting the Healthy Prospects site provided through ActiveHealth at www.myactivehealth.com/pmh.

Health Coaching through ActiveHealth

PMH employees have access to health coaching through our wellness program vendor, ActiveHealth. You may self-enroll in health coaching through the Healthy Prospects site at www.myactivehealth.com/pmh, or by calling the toll-free number at 855-206-1303. If you are identified as being at moderate to high risk based on your biometric screening or health assessment results, you may receive an outreach call from an ActiveHealth coach to offer you support in developing and pursuing a plan of action to reduce your risk.



Wellness (continued)

Areas of focus for health risk reduction include:

- Exercise management
- Nutrition management
- Weight management
- Metabolic syndrome
- Pre-diabetes
- Pre-hypertension
- Stress management
- Sleep
- Tobacco cessation

If you are living with a chronic health condition (e.g., asthma, COPD, coronary artery disease, hyperlipidemia, heart failure, obesity, chronic back/neck pain, depression, etc.) and are identified as being eligible for condition management assistance based on ActiveHealth's analytics, you may receive an outreach call to offer you the services of an ActiveHealth health coach who specializes in managing chronic conditions. You may also contact a health coach through the Healthy Prospects site at www.myactivehealth.com/pmh, by calling the toll-free number at 855-206-1303 to request assistance with managing your chronic condition.

Diabetes and Hypertension Management through Omada

To assist individuals living with diabetes (Type 1 or 2) and/or high blood pressure, PMH is now offering employees enrolled in a PMH health plan the opportunity to participate in the Omada Health diabetes/hypertension management program. If you are eligible and enroll in the Omada program, you will be provided with the following resources, at no cost to you:

- A dedicated specialized health coach
- Connected wireless device(s) for glucose and/or blood pressure monitoring
- Medication adherence support
- Health metrics tracking
- Interactive online lessons for making healthier choices
- Online peer support community

If you are identified through Omada's medical/pharmacy claims analytics as having either Type 1 or Type 2 diabetes or hypertension, you may receive an outreach communication from Omada. If you have been diagnosed with one of these conditions, you may also self-enroll through the Omada website at www.omadahealth.com/pmh.

Tobacco-Free Incentive

Employees who indicate they are tobacco users during benefit enrollment will be assessed a \$50 per month tobacco surcharge for the 2023 benefit year. As an incentive to be tobacco-free, employees who indicate during benefits enrollment that they do not use tobacco products, or who complete a tobacco cessation program (see below), will receive a waiver of the surcharge.

If you indicate during benefit enrollment that you are tobacco-free, you are verifying that you have not used tobacco products during the past 30 days, are currently tobacco-free, and will not use tobacco products during the 2023 benefits year. Tobacco products include cigarettes, cigars, chewing or pipe tobacco, any other tobacco products (including electronic cigarettes or "vapes"), regardless of the frequency or method of use. Misrepresentation of your tobacco status may result in the imposition of the tobacco-use surcharge for the entire year, as well as disciplinary action.

Tobacco Cessation Program: Employees who are current tobacco users can become eligible for waiver of the tobacco surcharge by meeting the following tobacco cessation program requirements:

- Complete 6 sessions of telephonic tobacco cessation coaching with ActiveHealth within 90 days of the effective date of medical benefits coverage.
- Submit written confirmation to your Human Resources representative after completion of the 6 telephonic tobacco cessation coaching sessions. Your completion of the required sessions will be verified by Human Resources through reporting from ActiveHealth.

Once the above requirements are met and verified, the \$50 per month tobacco surcharge will be removed from the employee cost of health care insurance effective the first pay period following the submission of verification of the completed tobacco cessation program, and the tobacco surcharge collected prior to that pay period will be rebated.

To access the tobacco cessation program, contact ActiveHealth at 855-206-1303.

Dental – Delta Dental of RI

Your dental options promote and encourage preventive dental care and provide benefits for services that are essential to good oral health.

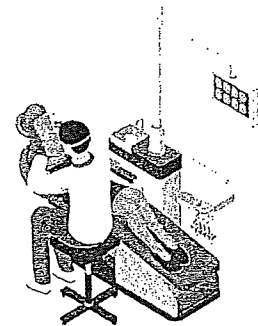
Delta Dental PPO offers a network of dentists who have agreed to reduced contracted rates for their services and they cannot “balance bill” enrollees for additional charges. You are able to visit any licensed dentist of your choice, but you will usually have less out-of-pocket expenses when you visit a Delta Dental PPO network dentist. A Delta Dental Premier® dentist is your next best bet; their contracted rates are slightly higher than those of PPO dentists, but you will still enjoy some cost protection. Enrollees who visit Delta Dental dentists receive the advantages of no billing beyond the charges allowed by the plan and the submission of claims by dentists.

Delta Dental of Rhode Island

Phone: 800-843-3582

Website: www.deltadentalri.com

To locate a dentist, create an account and print a temporary ID card, visit the Delta Dental website.



Delta Dental PPO*		
	Delta Dental PPO Dentists**	Non-Delta Dental PPO Dentists**
Calendar Year Deductible		
Individual	\$25	\$50
Family	\$75	\$150
Calendar Year Plan Maximum		
Per Individual	\$2,000	\$1,500
	You Pay	You Pay
Preventive Care		
Oral Exams, X-rays, Cleanings, Fluoride, Space Maintainers, Sealants	No charge (deductible waived)	20% (deductible waived)
Basic Services		
Oral Surgery, Fillings, Endodontic Treatment, Periodontic Treatment, Repairs of Dentures and Crowns	20%	20%
Major Services		
Crowns, Jackets, Dentures, Bridge Implants	50%	50%
Orthodontia		
Covered (Adult & Child to age 26)		50%
Lifetime Orthodontia Plan Maximum (Per Individual)		\$1,500

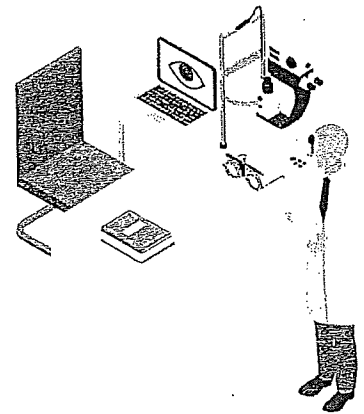
* Limitations or waiting periods may apply for some benefits; some services may be excluded from your plan. Reimbursement is based on Delta Dental maximum contract allowances and not necessarily each dentist's submitted fees.

** Reimbursement is based on PPO contracted fees for PPO dentists, Premier contracted fees for Premier dentists and Premier contracted fees for non-Delta Dental dentists.

Vision

Vision care is essential to your overall health. Getting regular eye exams helps your doctor detect a variety of medical conditions before they become big problems.

Your vision plan is administered by Vision Service Plan (VSP), one of America's oldest and largest eye care organizations. VSP offers a network of thousands of eye care professionals located throughout the country. You may use any provider, but you will receive greater benefits when you select a VSP Choice Network Preferred Provider. To use your VSP plan, just call a VSP provider and make an appointment and identify yourself as a VSP member. There are no claim forms to file when you use a VSP provider; you simply pay any amounts not covered by the plan. To use other providers, you will need to pay in full for the services, and then file a claim with VSP.



Vision Service Plan

Phone: 800-877-7195

Website: www.vsp.com

To locate a VSP provider or print an ID card, log on to the VSP website.

	VSP Vision Plan	
	In-Network	Out-of-Network
	You pay	Reimbursement
Exam & Materials		
Exam	\$15 copay	Up to \$45 reimbursement after \$15 copay
Materials	\$20 copay	Eye wear reimbursement listed below after \$20 copay
Lenses		
Single	100% after copay	Up to \$45 reimbursement
Bifocals	100% after copay	Up to \$65 reimbursement
Trifocals	100% after copay	Up to \$85 reimbursement
Frames		
Frames	\$250 allowance after copay	Up to \$47 reimbursement
Contact Lenses** (in lieu of lenses & frames)		
Medically Necessary	100% after copay	Up to \$210 reimbursement
Elective	\$200 allowance; copay waived	Up to \$150 reimbursement (lenses / exam combined)
Benefit Frequency		
Exams	Once every calendar year	Once every calendar year
Lenses	Once every calendar year	Once every calendar year
Frames	Once every two calendar years	Once every two calendar years
Contacts	Once every calendar year	Once every calendar year

* You may use your frame allowance toward ready-to-wear non-prescription sunglasses from a VSP doctor.

** Contacts (every calendar year) in lieu of lenses and frames. \$60 allowance for contact lens exam (fitting and evaluation); members also receive 15% discount on contact lens exam and services.

Life and AD&D Insurance

Basic Life and Accidental Death and Dismemberment (AD&D) Insurance

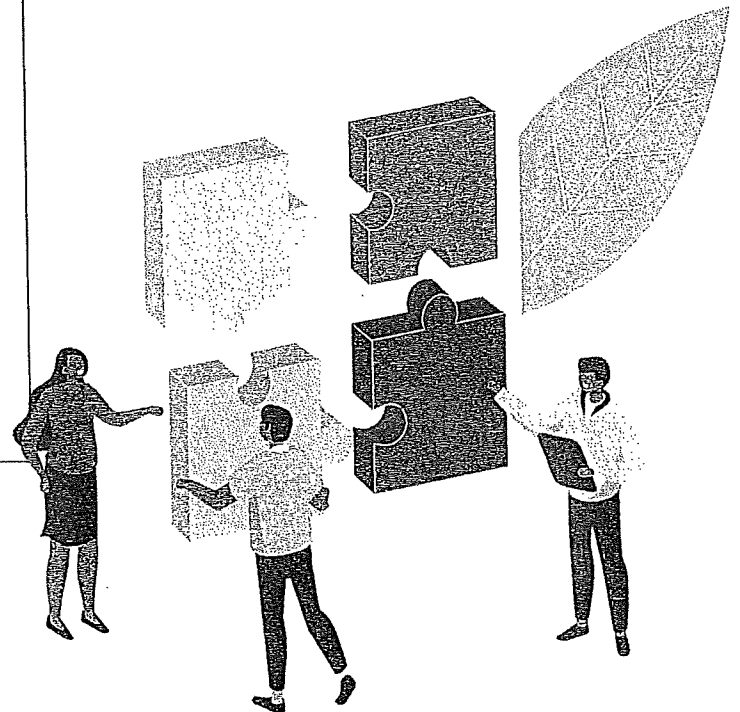
As an important part of your financial planning, you are automatically provided with basic life and AD&D insurance to protect you and your family in the event of an accident or death.

- Coverage is provided to full-time and part-time employees by The Standard at no cost to you, paid for by CCHP.
- For both basic life and AD&D insurance, you are covered in an amount of \$25,000.
- AD&D insurance pays specific benefit amounts for a covered accidental bodily injury that causes dismemberment. If death occurs from an accident, 100% of the AD&D benefit would be payable to your beneficiary.
- Benefits are paid to the beneficiary you designate. Please keep your beneficiary information up to date.

Things to Keep in Mind

Life and AD&D insurance provides many benefits, but there are a few points to keep in mind:

- **Imputed Income:** The value of your company-provided life insurance premiums over \$50,000 is considered taxable. Contact your tax professional for more information.
- **Age Reduction:** Benefit amounts reduce as you age. At age 70, reduction to 67% of the benefit amount. At age 75, reduction to 50% of the benefit amount.
- **Portability:** If you leave the company, you can convert your policy to an individual policy and continue your coverage.



Additional Information

Annually, during the Open Enrollment period, you may increase your Optional Life election one level without the Evidence of Insurability requirement up to the Guaranteed Issue amount.

To learn more, please see the schedule of benefits for a full list of benefits and costs.

Life and AD&D Insurance (continued)

Optional Life Insurance

As a full-time or part-time employee, you may purchase Optional Life insurance for yourself and your dependents for additional financial protection through The Standard. Premiums are determined by your age and will be deducted from your paycheck after tax. You may elect spouse and/or dependent life insurance for your eligible dependent children if you elect Optional Life for yourself. You may not be covered as an employee and as a dependent.

For any Optional Life amount elected after your initial eligibility period or above the Guarantee Issue amount, you must complete a medical questionnaire (Evidence of Insurability) and be approved for the amount elected. You do not have to purchase the same amount for Optional Life and Optional AD&D.

Coverage	Available benefit
Employee	<ul style="list-style-type: none">▪ Increments of \$25,000, up to \$750,000, to a maximum benefit of the lesser of 5x annual salary or \$750,000▪ Guaranteed issue amount: \$250,000
Spouse	<ul style="list-style-type: none">▪ Increments of \$5,000 to \$250,000, not to exceed 100% of employee amount▪ Guaranteed issue amount: \$50,000
Dependent	<ul style="list-style-type: none">▪ \$5,000 or \$10,000
Child(ren) to age 26	<ul style="list-style-type: none">▪ Guaranteed issue amounts:<ul style="list-style-type: none">- Live birth to 14 days: \$1,000- 14 days to 6 months: \$1,000- 6 months to age 26: \$10,000

Guaranteed Issue

Guarantee Issue is the amount of insurance you are guaranteed without having to complete Evidence of Insurability (EOI). Any amounts above the Guaranteed Issue amount are subject to underwriting where you will be required to complete an EOI form.

Optional AD&D

As a full-time or part-time employee, you may enroll in Optional AD&D at affordable group rates through The Standard. If you elect Optional AD&D for yourself, you may elect Optional AD&D coverage for your family.

Coverage	Available benefit
Employee	<ul style="list-style-type: none">▪ Increments of \$25,000, up to \$750,000, to a maximum benefit of the lesser of 5x annual salary or \$750,000
Spouse	<ul style="list-style-type: none">▪ Increments of \$5,000 to \$250,000, not to exceed 100% of employee amount
Child(ren)	<ul style="list-style-type: none">▪ \$5,000 or \$10,000

Disability Insurance

An unexpected injury or illness can create a financial burden. Disability insurance replaces a portion on your income when you are unable to work.

Important: Disability benefits are reduced by other income you receive, such as Social Security, state disability benefits, pension benefits, and Workers' Compensation.

Optional Long Term Disability

Long Term Disability (LTD) insurance helps pay for ongoing living expenses such as rent, mortgage, car payments, utilities or out-of-pocket medical expenses. You will receive a portion of your monthly income for as long as you are disabled or until you reach your Social Security Normal Retirement Age, whichever comes first. LTD is available through The Standard. Benefits will be coordinated with any income from other sources which may reduce your benefit. If you are interested in enrolling please refer to the rate sheet.

Plan Benefits	Long Term Disability
Eligible Class	Full-Time and Part-Time Employees
Monthly Benefit	60% of monthly earnings
Monthly Maximum	\$5,000
▪ Offset by Other Disability Benefits?	Yes**
Elimination Period	180 days sickness / injury
Waiver of Premium*	Included
Benefit Duration	To Social Security normal retirement age (see policy for benefit amounts beyond SSNRA)

* If you become Totally Disabled while insured, the Waiver of Premium Provision may continue your Life and/or Disability Insurance without any further payment of premiums by you.

**Refer to contract for details

The Standard

Phone: 800-422-1549

Website: www.standard.com



Additional Information

You will be subject to pre-existing limitations under LTD plan if you received medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medicines in the 3 months just prior to your effective date of coverage; and the disability begins in the first 12 months after your effective date of coverage.

To learn more, please see the schedule of benefits for a full list of benefits and costs.

Helpful Disability Insurance Terms

Qualifying disability: A sickness or injury that causes you to be unable to perform any other work for which you are or could be qualified by education, training or experience

Benefit Duration: Maximum amount of time you may receive proceeds for a continuous disability

Elimination or Waiting Period: The time you must wait before you are eligible to receive benefit payments