

**Collective Bargaining
Agreement**

Between

**Kent County
Memorial Hospital**

and

United Nurses & Allied Professionals

Local 5008

July 1, 2021 to June 30, 2024

Registered Nurses

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Article 1 – Non-discrimination

- §1 The Hospital agrees to continue its policies of non-discrimination on the basis of any individual's race, color, national origin, religious affiliation, sex, sexual orientation, gender identity and expression, marital status, age or disability. The Hospital agrees to continue its commitment to a workplace free from harassment on account of any of these factors. The Hospital agrees that there will be no discrimination against any employee because he or she is a member of the Union or because he or she engages in any activities protected by the National Labor Relations Act.

Article 2 – Management's Rights

- §1 Except as expressly limited by the provisions of this Agreement, the Employer retains all the rights which preexisted this Agreement, including, without limiting the foregoing, the right to: manage the operations of the Hospital and direct the workforce; hire employees of its own selection; maintain order and efficiency; extend, maintain, curtail, consolidate or terminate its operations; determine the size and location of its facility or facilities; determine the type and amount of equipment to be used and the assignment of the work; transfer employees; discipline, suspend and discharge employees for just cause; lay off for lack of work; determine the number of, and assignment to, shifts, departments and units, the number of days in the work week, hours of work and the number of persons to be actively employed by the Employer at any time; employ temporary employees; post and require employees to observe rules and regulations; determine the methods and scheduling of services to be performed by employees, including the means and processes of such services; set standards of professional conduct, service, clinical competency, productivity and performance and maintain performance records for all jobs; subcontract work; permit supervisory employees to perform bargaining unit work; and, in general, to determine what work should be performed as well as when, where, how and by whom such work shall be performed.
- §2 The parties acknowledge that during the negotiations, which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Article 3 – No Strike – No Lockout

- §1 The term "strike" shall include any strike, sympathy strike, sit down, slow down, and any other stoppage or interruption of work.
- §2 The Union agrees that there shall be no strikes by the Union or any bargaining unit employees during the term of this Agreement. The Hospital agrees that there shall be no lockouts during the term of this Agreement.
- §3 Any employee who causes, encourages, or participates in a strike in violation of this article may be discharged and only the question of whether or not the employee did in

fact cause, encourage or participate in such action shall be subject to the grievance and arbitration provision of this Agreement.

- §4 Should a strike or other violation of this Article occur during the term of this Agreement, the Union shall immediately upon receipt of written notice from the Hospital take all reasonable action required to bring an immediate end to the strike.

Article 4 – Recognition

- §1 The Hospital, pursuant to the certification issued on November 4, 2008 in National Labor Relations Board Case No. 1-RC-22255, recognizes the Union as the exclusive collective bargaining representative of all full-time, regular part-time, and per diem registered nurses (RNs) specified in the Certification of Representation. It is understood that a charge-resource person, other than an Assistant Nurse Manager, is not a supervisor as defined by the National Labor Relations Act, nor will the Hospital assert such claim.
- §2 Graduate nurses who have not yet taken their licensure exams will be covered by this Agreement, provided, however, that their continued employment in a position covered by this Agreement is conditional upon passing the exam within twelve (12) weeks.
- §3 Union representatives will be allowed access to Hospital premises to meet with Hospital representatives and when necessary to process grievances with the understanding that reasonable advance notice will be given to the Senior Human Resources executive or designee.
- §4 The Hospital will provide bulletin boards for exclusive Union use at the following locations: One on each Nursing Unit, one bulletin board on Trowbridge 4 and one bulletin board in the Emergency Department, and one in the Operating Room and one to the right side of the Human Resources door. Each bulletin board will be within staff lounges, break areas/or locker rooms and its location mutually agreed upon with management and a union representative. Materials posted will be relevant to Union business and presented professionally and in an appropriate manner.
- §5 Upon request, the President of the Union and/or his/her designee(s) (not to be more than two people for a total of one full time equivalent or less), shall be granted an unpaid leave of absence up to the duration of this Agreement for Union business the logistics of which will be consistent with the operational needs of the Hospital. One month's notice must be given unless mutually agreed otherwise between the Hospital and the Union. The employee on leave pursuant to this provision shall continue to accrue seniority and all other benefits consistent with the LOA policy. Every effort will be made to return such individuals to the same position including given the option to bump the least senior person in said position or he/she may opt to take a comparable position.

Article 5 – Intentionally Left Blank

Article 6 – Union Security and Dues Deduction

- §1 It shall be a condition of employment that every employee who is a member of the

Union in good standing as of the effective date of this Agreement shall remain a member in good standing. Every employee covered by this Agreement employed by the Hospital who is not a member shall become a member of the Union on the thirtieth day following the beginning of the employee's employment or the effective date of this Agreement, whichever is later. Whenever any employee covered by this Agreement fails to become or remain a member of the Union in good standing during the term of this agreement the Union may request, in writing, that the employee's employment will be terminated. Upon receipt of such request, the employer will notify the employee of her / his obligation to become or remain in good standing within fourteen (14) days of said notice or be discharged by the Hospital.

- §2 The Hospital shall notify the Union in writing of each newly hired employee and the Hospital shall notify the Union of any change in the status of an employee within 14 (fourteen) days of employment or change of status. The notification shall contain the name, complete address, telephone number, e-mail address, pay rate, title of position, the shift, the hours to be worked and the unit of the newly hired employee or employee who has had a change in status.
- §3 For each employee who so authorized, the Hospital will deduct from the wages due such employee the rate of dues fixed by the Union such employee not later than twenty-eight (28) days following said deduction, the Hospital shall remit the dues deducted for all employees who have so authorized to the Union along with a list of the names of the employees from whom dues have been deducted and the amount deducted. All such authorizations shall remain, in effect unless revoked by the employee within sixty (60) days written notice.
- §4 It is understood that these requirements may be enforced only to the extent of requiring payment of an amount equal to dues and not actual Union membership.
- §5 All authorizations for dues deductions as set forth above, shall be in the following form:

Dues Deduction Form

I, (Name of Employee), hereby authorize Kent Hospital to withhold from the salary due me the rate of dues fixed by the Union. I understand that this authorization may be revoked by me upon sixty (60) days written notice to the treasurer of the Union. In the absence of such notification, this authorization shall be deemed to be continuous until revoked by me or until termination of my employment. I hereby waive all right and claim for said monies as deducted and transmitted in accordance with the authorization and relieve the Hospital and all its officers from any liability thereof.

Union dues are not tax deductible as charitable contributions for Federal Income Tax Purposes. However, they may be tax deductible as ordinary and necessary business expenses.

Employee's Signature _____
Date _____ Social Security Number _____
Department _____

- §6 The employer agrees to deduct contributions to the Kent Hospital United Nurses & Allied Professionals Committee on Political Education from the paychecks of any employee who authorizes in writing that such deduction be made. The Employer shall transmit such contributions to the Union in the same manner in which it transmits dues.
- §7 Employees who desire to cancel Kent Hospital UNAP COPE deductions shall notify the Union in writing. The Union shall transmit the cancellations promptly to the Employer.
- §8 The Employer shall not be liable to the Union for the remittance or payment of any sum other than that constituting actual deductions made from the wages of employees. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability including, by way of example and not limitation, the cost of any judgment against the Employer and the reasonable value of any attorney fees incurred that may arise out of or by reason of action taken by the Employer or not taken by the Employer for the purpose of complying with any provision of this Article. The Employer shall transmit promptly, and at least as often as it transmits contributions, all information required to report to the Federal Election Commission.

Article 7 – Intentionally Left Blank

Article 8 – Intentionally Left Blank

Article 9 – Probationary Period

- §1 All new and rehired employees are considered to be in probationary period during the first 180 days of employment. The 180-day probationary period will be extended by any leave(s) of absence totaling more than seven (7) days. No later than the 90th day of employment, probationary employees' progress and performance to date shall be discussed with them. Employment may be terminated at the discretion of the Hospital at any time during the probationary period without recourse to the grievance and arbitration procedure. Terminated probationary employees will be offered an exit interview in which the reasons for their termination will be explained.
- §2 All new employees shall receive a copy of the job description which covers the employee's position and shall be notified of the unit, hours and shift the employee is assigned. The new employee shall also be given a copy of the current collective bargaining agreement.
- §3 All new employees shall be given job orientation in accordance with Article 10.

Article 10 – Orientation

- §1 All newly hired employees or employees transferred to a new classification or a new unit which requires different skills shall be given an orientation to fulfill the requirements of the position.

- §2 The responsibility for orientation shall be a collaborative effort between management, the Education Department, the new hire and preceptors, consistent with the respective policies.

Orientation will also be provided by Bargaining unit members whose duties include the responsibility to act as preceptors and who have completed the one-day preceptor class provided by the Hospital. Preceptor assignments shall be distributed equitably by management among designated preceptors on each unit or work area. Where appropriate, Preceptor's patient assignment will be adjusted to take into account the added responsibilities of serving as a preceptor. Employees being precepted shall not be counted as staff. Preceptor compensation shall be \$2.00 per hour. Preceptor compensation shall be \$3.00 per hour the nurse that serves as the primary preceptor to a Graduate Nurse. Preceptors shall be compensated at the preceptor rate for all meetings held with the new hire/transfer through the orientation period.

- §3 All mandatory orientation, mandatory training and mandatory in-service education shall be on paid time during regular work time when possible.
- §4 During initial orientation of new employees, the employee shall be advised that their position is covered by this contract and of the identity of their unit representative.
- §5 Thirty (30) minutes of the Nursing orientation shall be reserved for a union representative to discuss the union, the collective bargaining agreement and related matters. The union will be given advance notice of the planned orientation program conducted by the Education Department.
- §6 Upon the completion of CNA orientation by a fellow CNA, nurses will be responsible for signing off on the CNA's competencies. He/she will not receive preceptor pay for doing so.

Article 11 – Seniority

- §1 Registered Nurse seniority means length of continuous employment in any registered nurse position at the Hospital from the most recent date of hire. Registered Nurse seniority shall apply to layoff, bumping and transfers. For all other seniority purposes, Hospital seniority shall apply. Hospital seniority means length of continuous employment in any capacity at the Hospital from the most recent date of hire. An employee shall acquire seniority after completing the probationary period and seniority will then be credited retroactive to date of hire. Time spent in per diem status shall not count toward Hospital seniority or Registered Nurse seniority, but it shall not constitute a break in service for the purpose of Registered Nurse seniority. Further, if an employee changes from regular employment status to Per Diem status and then returns to regular employment status within one year, both Registered Nurse seniority and Hospital seniority shall be bridged. An employee may only exercise their right to change their position and maintain seniority in accordance with this section once every three (3) years.

§2 Where employees have the exact same seniority date and are in conflict over a particular issue based on seniority, a random determination shall be made by a Hospital and a Union representative alternately selecting folded pieces of paper identifying each employee in lottery-type fashion. A coin toss shall be used when only two employees are involved.

§3 Seniority will be lost by:

- Resignation/Voluntary Quit
- Discharge for just cause
- Unauthorized Leave of Absence
- Failure to report on time from an approved Leave of Absence without prior approval for an extension.
- Employees who are absent from work and fail to call in to their supervisor for three (3) scheduled work days and who have not been granted a Leave of Absence during that three (3) day period or who do not present evidence satisfactory to the Hospital showing they were unable to report, or proof of their inability to report back due to genuine emergency beyond the control of the employee will be deemed to have quit with resultant loss of seniority.
- Failure to respond to recall from layoff pursuant to contractual layoff and recall requirements.
- Employment elsewhere during an unauthorized absence of work or during an approved leave of absence, unless approved in writing in advance by the Senior Human Resources executive. Such approval will not be unreasonably denied.

Article 12 – Categories of Employees and Payroll Types

Exempt

§1 *Full-time Exempt*

Employees paid on a salaried basis with regularly scheduled hours of eighty (80) or more per biweekly pay period. Employees with thirty (30) years or more of hospital seniority with regularly scheduled hours of seventy-two (72) or more hours per pay period will be considered full time provided she/he is in such a position as of June 1, 2016.

§2 *Regular Part-time Exempt*

Employees paid on a salaried basis with regularly scheduled hours less than eighty (80) hours per biweekly pay period. Regular part-time exempt employees with regularly scheduled hours of forty (40) per pay period or more are eligible for pro-rated benefits.

Non-Exempt

§3 *Full-time Non-exempt*

Employees paid on an hourly basis with regularly scheduled hours of eighty (80) per pay period. Employees whose schedule is three (3), twelve (12) hour shifts per week will be considered full time, as will employees with thirty (30) years or more of hospital seniority with regularly scheduled hours of seventy-two (72) or more hours per pay period provided she/he is in such position as of June 1, 2016.

§4 *Regular Part-time Non-exempt*

Employees paid on an hourly basis with regularly scheduled and worked hours less than eighty (80) per period. Regular part-time non-exempt employees with regularly scheduled hours of forty (40) per pay period or more are eligible for pro-rated benefits.

§5 *Per Diem*

Works on an “as required” and “as available” basis upon notification by the Hospital or participates in an established *Per Diem* program.

§6 *Temporary, Full-time or Part -time*

Employees hired for a specified period of time on a temporary basis not to exceed one hundred eighty (180) days.

Article 13 – Grievance and Arbitration Procedure

§1 A grievance is defined as any dispute between the Union or an employee and the Hospital concerning the interpretation, application or meaning of any of the provisions of this Agreement.

§2 If a grievance as defined in the paragraph above arises, it shall be processed in the following manner:

§3 STEP 1 Within seven (7) days (a day is defined for the purpose of this article as any weekday -- Monday – Friday-- which is not a hospital observed holiday) of the occurrence or non-occurrence which gives rise to the grievance, the aggrieved Employee and/or the appropriate Union representative shall discuss the grievance with the immediate supervisor or management’s designee. The grievance must be submitted in writing, state the specific provision that was violated, state the resolution sought and be signed by the employee or Union representative.

§4 STEP 2 If the employee’s immediate supervisor does not satisfactorily resolve the dispute within five (5) days after it has been submitted to him/her, the same written grievance may, within the next five (5) days, be submitted to the relevant department Director or management’s designee. A grievance presented in this Step 2 shall be answered by the Director in writing

within five (5) days after its presentation. This Step 2 shall include a meeting between authorized Hospital representative, authorized Union representative, and the grievant if desired, to be held within the total of days provided in this Step 2. The grievant must be present at the meeting if it concerns a disciplinary action.

Occurrences which affect the bargaining unit as a whole or a policy/practice to numerous similarly situated employees may be submitted in writing by a Union representative directly to Step 3, provided the grievance meets the timeliness requirement of Step 1.

- §5 STEP 3 If the second step answer is not accepted, then the written grievance may be submitted by the Union to the Vice President of Patient Care Services, his/her designee or the Senior Patient Care Services Executive, or his/her designee to this third step of the grievance procedure within five (5) days following receipt of the second step answer. A meeting between an authorized Hospital representative, an authorized Union representative and the grievant if desired, shall be held within five (5) days after submission of a grievance into this third step. The grievant must be present at the meeting if it concerns a disciplinary action. The Hospital's answer to a grievance presented at this third step shall be given to the Union within five (5) days after the third step meeting.
- §6 Failure on the part of the Hospital to answer a grievance at any step shall not be deemed acquiescence to or acceptance of the grievance. In such cases, the grievance may be processed to the next step in the grievance procedure.
- §7 An authorized Union representative may investigate and resolve the grievance of an employee after notification to his/her supervisor. Such activity, including the submission and discussion of grievances in the grievance procedure, will be limited to reasonable times. If such activity is conducted during working hours, it will not interfere with work schedules or patient care.
- §8 If the grievance is not resolved pursuant to the foregoing procedure, the Union may submit the grievance within thirty (30) days after completion of Step 3 of the grievance procedure to the Labor Relations Connection for selection of an impartial arbitrator in accordance with the specified procedures. The decision of the arbitrator shall be final and binding. All costs and fees of the arbitrator and the Labor Relations Connection shall be paid equally by the Hospital and the Union.
- §9 The Union's failure to submit a grievance for arbitration to the Labor Relations Connection within thirty (30) days after the completion of Step 3 of the grievance procedure shall be deemed as a final resolution of the grievance on the basis of the acceptance of the Hospital's Step 3 answer.
- §10 The arbitrator shall have no power to alter or amend any of the provisions of this Agreement. The arbitrator shall not have authority to substitute his or her judgment for

the Hospital's regarding clinical standards or patient care procedures.

- §11 All time limits in the grievance and arbitration procedure are of the essence and may be waived only in writing signed by authorized representatives of the Hospital and the Union.

Article 14 – Hours of Work, Schedules and Breaks

- §1 The basic work week for full-time employees consists of forty (40) hours of work per week. The work week consists of the seven (7) consecutive days beginning with the morning shift that begins on Saturday at 11:00p.m. The basic schedule for full-time employees who work eight (8) hour shifts shall include two (2) days off in each week. The basic day for full-time employees shall consist of shifts of eight and one-half (8 ½), ten and one-half (10 ½) or twelve and one-half (12 ½) hours of work per day which include a one-half (½) hour unpaid meal break. The basic workday is the twenty-four-hour (24) period beginning with the start of the morning shift. Biweekly pay day shall be on Friday.
- §2 The basic eight-hour (8) work shifts are as follows:
- Morning shifts shall begin at or after 11:00 p.m. and end at or before 8:00 a.m.
- Day shifts shall begin at or after 5:00 a.m. and end at or before 6:00 p.m.
- Evening shifts shall begin at or after 3:00 p.m. and end at or before 1:00 a.m.
- §3 The basic twelve-hour (12) shifts are as follows:
- Morning shifts shall begin at or after 7:00 p.m. and end at or before 7:30 a. m.
- Day shifts shall begin at or after 7:00 a.m. and end at or before 7:30 p.m.
- (The 3:00 a.m. to 3:30 p.m. shift(s) shall also be considered the day shift.)
- Evening shifts shall begin at or after 3:00 p.m. and end at or before 3:30 a.m.
- §4 Employees may be assigned within the basic shifts above.
- §5 To the extent there are current employees working in shifts at variance from the basic shifts, those shifts may be continued. Shifts may be created based on business necessity and departmental needs with thirty 30 days' notice to the union. Newly created shifts at variance from basic shifts shall be filled (i) first by volunteers; or (ii) where no volunteers have been identified within thirty 30 days, the Hospital will fill said shifts based on reverse seniority.
- §6 Employees scheduled to work between eight and one-half (8 ½) to twelve hours (12) shall receive one (1) fifteen (15) minute paid break; employees scheduled to work twelve hours (12) or more shall receive two (2) fifteen (15) minute paid breaks. Employees scheduled to work eight and one-half (8 ½) to twelve and one-half hours (12 ½) or more

will be provided an unpaid meal period of one-half (½) hour which will be deducted after six and one-half (6 ½) hours of work. Employees are to be completely relieved of duty in order for the meal period to be unpaid and employees may leave their work areas. If there is a significant interruption in the meal period that results in the employee performing work, the employee will be provided a substitute meal period or paid in lieu thereof. If an employee's meal period is interrupted, they shall notify their manager.

- §7 A final work schedule shall be posted at least two (2) weeks in advance of the first day on which the schedule is to be effective. Specific work schedules for each department or unit/section shall be prepared covering a period of at least four (4) weeks. Once a work schedule is posted in final form, no changes shall be made without the agreement of the effected employee(s) and of the Employer. The change will not be unreasonably denied.
- §8 During the life of this Agreement it may be necessary for the employer to change an employees' regular shift or hours as they existed at the time this Agreement was executed. The Union and any employee affected by such changes will receive at least thirty (30) days' notice thereof. When changes are necessary, the employees will be impacted in the reverse order of seniority.
- §9 Employees may be offered the opportunity to be called off in situations where there is a drop in the census and/or the acuity level in the hospital. The option of being called off will be offered to qualified employees on a rotating basis in order of seniority, with consideration of competencies and float districts. Employees with thirty (30) or more years of service will be the first to have the opportunity to be called off from their unit on weekends with consideration of competencies. Employees who have been offered the opportunity to be called off may have the option to take PTO or convenience time. Twelve (12) hour weekend shift staff will be offered to be called off on weekends after the call off has been offered and refused by all other nurses in the float district. Such offers shall be rotated among weekend staff in the float district in question. If such a 12-hour shift employee is called off, they may take PTO hours to be paid at straight time plus regular shift differentials, not including the premium shift differentials.
- §10 Employees may be required to work weekends, but no employee will be required to work two (2) consecutive weekends unless it is as a result of a change in position for which the employee has requested.
- §11 **Left Intentionally Blank**
- §12 Per diems and employees working extra shifts may be called off by management provided at least one (1) hours' notice is provided for the day shift and ninety (90) minutes notice for evening and morning shifts.
- §13 Scheduling of extra hours will be posted in the electronic scheduling program. Nurses awarded shift(s) through the electronic bidding system within twenty-four (24) hours of said shift will be notified by phone at the telephone number on record in the electronic bidding system of said award as soon as practicable. When such notice is given within twenty-four (24) hours, the Employee may decline a shift without adverse effect.

Article 14 A – Left Intentionally Blank

Article 15 – Shift Rotation

- §1 The Hospital agrees to make every reasonable effort to avoid shift rotation. The Hospital also agrees to seek regular morning and evening shift employees to reduce shift rotation (the temporary assignment of employees from their regular shifts to another shift).
- §2 The Hospital agrees to keep rotation to a minimum and to provide employees with as much advance notice of required rotation as is feasible. Employees will not be required to rotate more than fifty percent (50%) of their hours measured by a four (4) week time block. Employees will not be required to rotate to two (2) different shifts during the same work week.
- §3 When it becomes necessary to assign unscheduled rotation, the employer agrees to seek volunteers.
- §4 By mutual agreement with their supervisors, employees in the same unit may agree to switch rotation assignments.
- §5 Every effort will be made to avoid scheduling rotation which results in an employee rotating to the evening shift and having to return to work the next morning on the day shift.
- §6 The Hospital will post a regular or a temporary position to cover a vacancy or leave of absence. If the Hospital is unable to fill a vacant position, the Hospital will rotate employees hired after November 2006 up to fifty percent (50 %) of their scheduled hours if needed. After that, employees hired before November 2006 who have less than 20 years of seniority may be rotated up to twenty –five percent (25 %) of their scheduled hours in order of reverse seniority on a rotating basis. The Hospital agrees to review such rotation on a quarterly basis through the Professional Issues Committee.
- §7 A nurse who has completed twenty (20) years of continuous employment at Kent Hospital will be exempt from rotation until the nurses with less service on her/his unit have met their above rotation requirement then, nurses with twenty (20) years of service will participate equally in the rotation obligation on such unit up to a maximum of ten percent (10 %) of their scheduled hours.
- §8 A nurse who has completed thirty (30) years or more of continuous employment at Kent Hospital will be exempt from rotation.
- §9 The Hospital will make every effort to not assign a day shift contract nurse to fill in for a rotated staff nurse.

Article 16 – Float Districts

- §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 within the float districts when the department or unit to which they are floated is understaffed or when the department or unit from which they are floated is overstaffed.
- §2 Floated employee(s) may not be assigned duties or tasks for which they have not been oriented and trained.
- §3 In the absence of a volunteer, floating assignments will be distributed on a rotating basis starting with the junior employee. Newly licensed nurses will not be included in the float rotation until three (3) months after the completion of their clinical orientation.
- §4 Float Pool employees will be assigned to a unit/patient based on clinical competencies.
- §5 Regular staff shall not be floated before hospital floats, per diem staff or extra staff are floated first. An employee may not be floated more than once per shift. Travelers shall be considered extra staff and therefore shall be floated before regular staff provided the traveler has the requisite skill set to perform the work where the float is needed.
- §6 The Hospital will make every effort to not backfill (“double float”).
- §7 Registered nurses may be floated within the following areas and may be assigned outside of these float districts assuring that patient care competencies are matched. If a nurse is floated outside their float district, they will be given an overview of the physical environment of the assigned work area and will be assigned a contact person to whom they can address inquiries, and they will receive an external float premium of \$2.00 per hour. The care of an admitted patient in the Emergency Department by an appropriate nurse (i.e. a med/surg or ICU nurse) shall not be considered an external float.

Float Districts:

4 South – closed unit (may float to additional nursing units for patient observation)

Additional Nursing Units-

2 North, 2 West, 3 North, 3 South, 4 North, 4 West, ACE unit, 5 West

Advanced Practice Nurse

Behavioral Health, Emergency Department

Cath Lab

Clinical Informatics

Coordinated Care

Educators

Emergency Department

ICU/Progressive Care

Infection Control

Main Pre/PACU, ASC Pre/PACU and ENDO

Main OR/ASC OR

Nurse Navigator, Outpatient
Nursing Education Program Coordinator
Outpatient Infusion
PAT
Quality Assurance
Special Procedures
Women's Care Center-
3 West & LDR
Wound Clinic

The names and/or location of the units mentioned in this agreement are current at the time of the initiation of the agreement and subject to change with proper notice.

- §8 Employees with 25 or more years of service will not be floated unless their core competencies are necessary or a failure to float would result in a violation of the mandatory overtime law. This provision will not apply to cross trained employees in the Women's Care Center, but such time will be tracked as float time.

Article 17 – Annual Evaluations, Personnel Files, Discipline and Termination

- §1 All permanent records of an employee's performance evaluations and/or disciplinary actions shall be kept in one central personnel file which shall be available in the office of Human Resources during normal business hours for inspection by individual employees.
- §2 All materials placed in an employee's personnel file shall be deemed to be confidential and no such material shall be released to persons outside the Hospital without prior written authorization of the employee to whom the material pertains except in response to duly authorized government requests or legal process.
- §3 Upon request of the employee, letters of recommendation shall be made available to the employee prior to their submission to a prospective employer. The employee at his/her option may elect not to have a letter of recommendation forwarded to a prospective employer.
- §4 No disciplinary material shall be placed in an employee's personnel file unless the employee is aware of the material. The employee's knowledge of any disciplinary material shall be signified by initialing the material which shall not constitute agreement with the material, but only knowledge of its existence, or by a note indicating the employee's refusal to initial. The Hospital will deem routine verbal warnings stale after nine (9) months and routine written warnings stale after fifteen (15) months. Employees may request the removal of routine warnings after twenty-four (24) months of said occurrence provided there is no ongoing corrective action.
- §5 The parties agree that the principle of progressive discipline should be applied in case of disciplinary infractions. In this context, progressive discipline will involve a verbal warning (documented), a written warning, a suspension, and/or discharge. Management may skip a step of the disciplinary process depending on the severity of the infraction.

Employees who have successfully completed the probationary period shall be considered regular employees and shall not be disciplined, suspended, reduced in rank, discharged or terminated except for just cause. In the event that an employee is discharged or terminated, the employee and the Union shall be notified in writing and shall be provided with the reason(s) for said termination. The parties agree that the concepts of Just Culture (as generally described in the Employee Accountability policy dated June 20, 2011) will be implemented by the Hospital. Nothing herein shall be construed to remove the just cause standard set forth herein. Further, the community service portion of the Just Culture policy will be optional (i.e., an employee may decline to do paid community service and instead take an unpaid suspension).

- §6 Each employee shall be evaluated annually. The employee will be given the opportunity to meet with the evaluating supervisor to discuss her/his performance/conduct. The employee will be given a copy of the official evaluation document. An employee who disagrees with the contents of the official evaluation document may submit a written statement which will be filed with the official evaluation document. The Employer shall have the right to determine the content and format of performance evaluations. The categories evaluated will take into account the duties and responsibilities included in the employee's job description. Except for disciplinary actions that are a consequence of evaluations, all matters relating to the employee evaluations shall not be subject to grievance and arbitration procedures in the Agreement.
- §7 Whenever an Employee is asked to meet with a supervisor or any other representative of the administration for the purpose of investigating circumstances which the Employer believes might lead to the Employee being disciplined, the Employee shall be advised to obtain representation by a Union representative.
- §8 If an Employee is suspended, they will not be able to bid on extra shift(s) for the next two (2) pay periods following the suspension.

Article 18 – Employment, Posting and Transfer Practices

- §1 Employees who have served a total of six (6) months (excluding new graduate nurses) of continuous service in their current position/unit and not subject to repeated written finalized discipline (not currently in the grievance procedure) within the last twelve (12) months will be considered for posted vacancies. The six (6) month time frame will be waived if the employee is applying for a position on the same unit. These provisions may be waived by the mutual agreement of the parties to this agreement. If an employee bids for and is awarded more than one vacancy in a six (6) month period, he/she will not move to the new position until the position he/she is leaving is filled.
- §2 Before a position of less than forty (40) hours per pay period is posted, the hours will be offered (posted on the unit bulletin board for one (1) work week) in whole or in part to employees in the same unit/same shift. For positions greater than forty (40) hours per pay period the hours may be offered in whole or in part to employees in the same unit/shift at the discretion of the manager. If the Employer elects to post the hours in full and in part(s) simultaneously, the Employee with the greatest seniority will be awarded

the position. Simultaneously with posting on the unit bulletin board, all full-time, regular part-time and per diem bargaining unit vacancies will be posted on the Hospital bulletin board and Hospital designated portal, on the unit where the vacancy exists and the Hospital website for ten (10) days. Employees in the same unit will be given preference in hiring for vacant positions over other Hospital employees provided they bid on the position within seven (7) days from the posting. A copy of all posted vacancies shall be sent to the President of the Union. Vacancies will be posted hospital-wide for a minimum of ten (10) calendar days. Vacancies will be posted promptly, no later than one (1) week after the Hospital makes a decision to fill a vacancy. Internal applicants will be considered from those who apply during the initial ten (10) day posting period.

- §3 The posting shall identify the job, the shift, the hours to be worked, the qualifications, requirements, and the unit. Applicants, upon request, will be provided a copy of the job description.
- §4 At the close of the posting period, the position will first be offered to the most senior RN on the same unit who has applied. Then, the Employer shall review all applications and shall interview all qualified applicants. Appointment to the vacant position shall be based upon qualifications. When qualifications are relatively equal in terms of education, training and experience, seniority shall be the determining factor in filling vacancies. Applicants for a posted position within their current unit will be presumed qualified for that position. The hospital shall not select an employee from outside the bargaining unit to fill a bargaining unit vacancy unless no qualified bargaining unit members apply. Applicants for posted positions who are not selected shall be so notified.
- §5 Whenever a position is posted and filled pursuant to this Article, it shall be filled no later than thirty (30) days from the Hospital's selection of the successful applicant.
- §6 An employee who accepts a posted position may return to their previous position within thirty (30) days provided that position has remained vacant.
- §7 All temporary vacancies and positions shall be identified as such at the time of posting. The duration of a temporary position shall be limited to one hundred eighty (180) days. Employees who fill a temporary position shall return to the position they left upon termination of the temporary position provided they are a per diem, or their position remains vacant. If a regular employees' position is no longer vacant, the employee may return to an equivalent position.
- §8 Relatives of the department heads, manager, supervisors or any person acting as supervisors shall not be employed under the direct supervision of such managerial personnel or in positions for which a relative has responsibility for approving performance, promotion, salary or disciplinary actions. This provision will not be applicable when the department head, manager, or supervisor is transferred or hired into the position of supervising a relative as a result of a decision made by the Hospital. A relative for the purpose of this Article is defined as: spouse, common-law spouse, same-sex domestic partner, parent, sibling, child, mother-in-law, father-in-law, son-in-law,

daughter-in-law, grandparent, grandchild, stepparent, step-child, step-sibling.

- §9 In the event that the Hospital determines that a newly transferred employee is unable to satisfactorily perform the duties of her/his position, such employee may be returned to her/his previous position, or if the previous position has been filled, to an equivalent vacant position within ninety (90) days (one-hundred twenty (120) for Coordinated Care, ER and OR) of the date she/he transferred into the new position, provided that:
- the employee was notified in writing after no more than sixty (60) (ninety (90) for Coordinated Care, ER and OR) days in the position as to any performance deficiencies and required corrective action,
 - the employee's return to her/his former position shall not displace any other employee, and
 - the employee's return to an equivalent vacant position shall not supersede the bidding rights of any other employee.
 - For purposes of this section an equivalent position shall include the same classification, pay, benefits, shift and the same or equivalent work schedule.
- §10 New graduate nurses who have been hired by the Hospital but not placed in a regular position will be placed in temporary assignments until such time as a regular position becomes available for which they bid on. Prior to placing a graduate nurse on a specialty unit, the Hospital will post such a temporary position. If it is not filled by a non-graduate nurse, the graduate nurse will be placed in said position.

Article 19 – Layoffs and Recalls

- §1 Registered Nurse seniority, as defined in Article 11, shall apply to the selection of employees for layoffs and recall there from.
- §2 When it becomes necessary to lay off employees within the bargaining unit, the Union shall be notified at least seven (7) calendar days in advance.
- §3 In the event of layoff, employees in the affected seniority groups shall be laid off in the following order:
- First, all temporary employees
 - Second, all voluntary employees in order of RN seniority
 - Third, all probationary employees by inverse order of hiring
 - Fourth, regular full and part-time employees in inverse order of RN seniority
- §4 When the employer determines the positions affected, it will notify the employees holding positions subject to layoff and advise them of any vacant positions. An

employee who is subject to layoff shall have preference for posted vacancies.

- §5 If the employee does not take a vacancy, the affected employee may exercise bumping rights and must bump the most junior employee on his/her shift in his/her unit or seniority group who has the same regularly scheduled hours as the laid off employee, provided he/she is senior to the employee bumped.
- §6 If there is no such junior person, the laid off employee may bump: (a) the most junior employee on his/her shift in his/her unit or seniority group regardless of hours, or (b) bump the most junior employee in his/her unit or seniority group on either of the other two (2) shifts who has the same scheduled hours as the laid off employee, provided he/she is senior to the employee bumped. The employee must choose (a) or (b) within forty-eight (48) hours.
- §7 If the laid off employee cannot exercise bumping rights under the above, he/she must bump the most junior in his/her unit or seniority group on the other two (2) shifts regardless of scheduled hours, provided he/she is senior to the employee bumped.
- §8 An employee with most recent experience (most recent experience defined as within the last two (2) years) in another seniority group inside or outside the hospital including regular employment or floating, may exercise bumping rights as set forth above in the seniority group within which the employee has most recent experience.
- §9 In the event of multiple layoffs, when more than one (1) employee in the same seniority group and shift are laid off, choices of bumping will be exercised by seniority. The most senior of the laid off employees will choose first which of the junior employees among those subject to bumping he/she will bump. Then the next most senior laid off employee will choose.
- §10 Prior to the layoff of any bargaining unit employee, employees in the area to be impacted by a layoff will be notified in an effort to seek volunteers for layoff or reduction in hours. In response to this notification, or at any point in the procedure under this Article, the Hospital and employee may mutually agree that the employee be laid off or have their hours reduced.

Rights of Employees Bumped

- §11 Bumped employees will have the same bumping rights as the laid off employee.
- §12 Employees who have been laid off shall be recalled (re-employed) within their seniority groups in the inverse order of their layoff.
- §13 Employees will be notified of recall from layoff by certified mail and shall have ten (10) days from the date of the postmark to respond. Employees in recall status will be notified of vacancies within their job classification and seniority groups by certified mail and may bid on same in accordance with Article 18.

- §14 Employees who have been laid off shall continue to receive the benefits of Article 38 for a period of ninety (90) days following the effective date of the layoff. Thereafter, employees who are laid off may continue to participate in the medical-hospital plan in accordance with COBRA.
- §15 Employees who have been laid off shall remain on the recall list for a period equal to the employee's continuous length of service at the time of layoff or twelve (12) months, whichever is shorter.
- §16 Employees on layoff shall not be denied further consideration for recall (re-employment) by declining to accept re-employment on a different shift or with different weekly hours than the position from which they were laid off.

Seniority Groups:

Additional Nursing Units-

2 North, 2 West, 3 North, 3 South, 4 North, 4 West, 4 South, ACE, 5 West,

Hospital Floats

Advanced Practice Nurse

Behavioral Health, Emergency Department

Cath Lab

Clinical Educator

Clinical Informatics

Coordinated Care

Emergency Department

Infection Control

Main PRE/PACU, ASC PRE/PACU/Endoscopy

Main OR/ASC OR

Nurse Navigator, Outpatient

Nursing Education Program Coordinator

Outpatient Infusion

PAT

Progressive Care/ICU

Quality Assurance

Special Procedures/IR

Women's Care Center-

3 West & LDR

Wound Clinic

- §17 Advanced Practice Nurse that are laid off may bump into areas in which their specialty is practiced.

If there is a less senior employee in the seniority group, the affected employee may also bump into the seniority group so long as the employee has the ability to perform the essential functions of the job with an orientation – if necessary – not exceeding fourteen (14) calendar days.

Articles 20, 21, 22, and 23 – Intentionally Left Blank

Article 24 – Paid Leaves of Absence

- §1 Full-time and part-time employees with regularly scheduled hours of twenty (20) or more per week are eligible for the following paid leaves of absence during which benefits and insurance coverage are retained and PTO is accrued.

Bereavement/Funeral Leave

- §2 For the death of an immediate family member, defined as spouse, common-law spouse, domestic partner, mother, father, sister, brother, child, mother-in-law, father-in-law, grandparent, grandchild, son-in-law, daughter-in-law, stepmother, stepfather, stepchild, stepbrother, and stepsister; up to three (3) consecutive scheduled **workdays** leave with pay will be granted. All bereavement paid time will occur within seven (7) calendar days of the death. Scheduled workdays for which paid bereavement leave is provided do not include days voluntarily scheduled by an employee through the electronic bidding system.
- §3 In the case of an extended family member, defined as sister-in-law and brother-in-law, a paid day off may be granted within seven (7) days of when the funeral is held on a regularly scheduled **workday**.
- §4 Payment for such leave will be at the employee's regular straight-time rate of pay, plus weekend differential and/or shift differential for employees regularly assigned to the evening or night shift, up to the employee's scheduled hours for each day of absence.
- §5 If an employee is on vacation, they shall be eligible to convert vacation days to bereavement days.
- §6 If there are extenuating circumstances delaying the burial/funeral i.e., autopsy, transport of body from another country etc., the employee shall be granted a paid funeral day at such time that burial occurs. The paid funeral day is not in addition to the three (3) paid bereavement days in paragraph 2.

Military Training Leave

- §7 Employees serving as members of the National Guard or military reserves will be granted military training leave of up to two (2) weeks annually in addition to monthly weekend commitment and have their job rights protected consistent with current legal requirements. Additional time requested off shall be reviewed and not unreasonably denied.
- §8 Employees are required to notify their supervisor as soon as possible after receiving notice of the dates of required military service.
- §9 Payment for two (2) weeks annual leave will be the difference between the employee's regular straight-time weekly earnings, plus shift differentials for employees regularly

assigned to the evening or night shift, and any payments by the military.

Military Leaves of Absence

- §10 Active Duty – employees who are called to active military duty will be placed on leave of absence status. Health insurance benefits will continue for the period of active duty at the same employee contribution rate made while actively at work.
- §11 A Military Leave of Absence does not constitute a break in service with respect to benefit accrual and other seniority-based determinations. Active-duty military personnel shall be restored to their previous position upon discharge from the military.
- §12 Employees who are called to active military duty are drafted to perform compulsory military service or who volunteer for military service will be placed on leave of absence status. The Hospital agrees to continue to apply all of the elements of the Military Leave Policy in effect on the date that this Agreement is effectuated.

Jury Duty and Related Absences

- §13 Employees are required to notify their supervisor as soon as possible after receiving notice to appear for jury duty and for submitting records from the court for the day(s) spent on jury duty. Upon completion of jury duty, the employee will be returned to their position with no loss of benefits or seniority.
- §14 Payment for such leave will be at the employee's regular straight-time rate of pay, plus shift differentials for employees regularly assigned to the evening or night shift, up to the employee's scheduled hours for each day of absence, offset by any fees paid or expenses reimbursed by the court. Scheduled workdays for which paid jury duty leave is provided do not include days voluntarily scheduled by an employee through the electronic bidding system.
- §15 When, on behalf of the Hospital, an employee is required by a government agency to appear in court, attends the taking of depositions or appears at external fact-finding or investigatory hearings, the time will be considered hours worked and will be paid as such. For such appearances, reasonable expenses related to mileage, parking and/or meals will also be reimbursed when accompanied by receipts or other records of payment per hospital travel and expense policy.
- §16 Employees may request time off from work for appearances in court for other reasons or for external proceedings, whether voluntary or involuntary. When approved, such absences will be considered unpaid time off, and employees may use accrued PTO to cover up to the employee's scheduled hours for each day of absence. Such approval will be granted when an employee is required by subpoena to appear in court or when an employee is a party to a lawsuit and is required to appear at a deposition or in court.

- §17 For morning shift employees eligible for leave under this section who are scheduled to work the night immediately preceding a day of jury duty or court appearance, the day of the jury duty shall be the night before the day of jury duty or hospital required court appearance.
- §18 If an employee serves on jury duty for a full week, i.e. Monday through Friday, the employee will not be required to work the next Saturday and/or Sunday. If the employee had been scheduled to work the Saturday and/or Sunday, the employee will receive the same pay they would have received had they worked. If an employee serves on jury duty for two full weeks, he or she will not be required to work the intervening weekend.

Article 25 - Unpaid Leaves of Absence Federal and Rhode Island Medical and Family Leaves of Absence

The Parties recognize that a leave of absence is intended to provide employees with job protection and economic support in a time of need. It is not intended to be additional personal time or an opportunity to avoid investigatory interviews or discipline. The Parties further agree that if someone is on leave that does not need to be, it harms fellow employees and the Hospital. As such the Parties will continue to cooperate to try and ensure the appropriate utilization and management of leave time. Finally, it is incumbent upon employees to complete the proper paperwork and provide the Hospital with necessary leave information.

- §1 The Hospital will grant eligible employees an unpaid leave of absence for leaves under the Federal and Rhode Island Family and Medical Leave Acts. All other leaves of absence shall be granted in accordance with this Article or at the discretion of the Hospital.
- §2 A Leave of Absence provides an employee three (3) separate benefits: 1. Seniority retention, 2. Reinstatement rights, and 3. Health insurance continuation. The LEAVE TABLE below indicates an employee's eligibility for each of these benefits based upon the employee's employment history. These benefit periods are in the aggregate. For example, under FMLA an employee would not be able to take thirteen (13) weeks of maternity leave with reinstatement rights and additional weeks of disability leave with reinstatement rights in the same twelve (12) month period. The Hospital will measure FMLA entitlements on a rolling (twelve) (12) month basis.

Service Time	Less Than 1 Year	More Than 1 Year But Not FMLA Eligible	More Than 1 Year and FMLA Eligible
1.Length of time seniority retention/length of leave	6 weeks	13 weeks	1-4 Years: 13 weeks 5-9 Years: 6 months 10 or more: see par. 5
2.Minimum* length of reinstatement rights	6 weeks	6 weeks	13 weeks
3. Length of time hospital will pay its share of health insurance.	To end of month or during any period of TCI Leave if longer	13 weeks (if benefit status)	13 weeks plus accrued PTO and EIB Banks (if benefit status)

* Longer periods may be granted based upon ability to replace incumbent and departmental staffing needs.

- §3 The Hospital will pay its share of the premiums for the employee's health insurance for a period of time as indicated on the LEAVE TABLE; provided that the employee continues to pay his or her share of those premiums.

The Hospital reserves the right to deduct an employee's share of health insurance premiums from any pay that may be due the employee during or at the end of the leave. If an employee fails to pay his or her share during the leave within thirty (30) days of the due date, the Hospital can cancel the employee's insurance after fifteen (15) days' notice.

- §4 If an employee fails to return to work at the end of his or her leave, the employee is liable to the Hospital for any health insurance premiums paid by it on employee's behalf while on leave unless the failure to return is due to the continuation, recurrence, or onset of a "serious health condition" or to other circumstances beyond the employee's control. The Hospital may deduct amounts owed to it from any final paycheck and/or pursue other legal remedies to collect these amounts. If the employee has cashed out his or her health insurance benefit, the cash out entitlement while on leave will be pro-rated based on what the Leave Table indicates the employee's entitlement to paid health insurance would have been had the employee not cashed out. Flex credits for benefits will continue to be paid to the employee while on leave.
- §5 Employees that have been employed five (5) or more years have seniority rights (see #1 on Leave Table) which extend beyond the period of reinstatement entitlement. This means that if an employee wants to return after his or her reinstatement period has ended (6 or 13 weeks), but before the end of their seniority retention period (13 weeks to 6 months depending on seniority), the Hospital will attempt to place the employee in an available position for which he or she is well qualified. If no positions for which the employee is well qualified are available, the employee will be terminated at the end of the seniority retention period. However, notwithstanding anything to the contrary above,

an employee with ten (10) years or more of Hospital Seniority (regardless of FMLA eligibility) who returns from an approved leave of absence within fourteen (14) through twenty-six (26) weeks from when the leave began will be offered an equivalent position or their former position if the position is still vacant. Employees with twenty (20) or more years of Hospital Seniority who are regularly scheduled to work forty-eight (48) hours per pay period (regardless of FMLA eligibility) who return from an approved leave within thirteen (13) weeks will be offered their former position. If they return within twenty-six (26) weeks they will be offered an equivalent position. An employee with twenty-five (25) years or more of Hospital Seniority (regardless of FMLA eligibility) who returns from an approved leave of absence within fifty-two (52) weeks from when the leave began will be offered a position(s) on the same shift, for the same hours, pay and benefits as her/his prior position where the Hospital has need or can best utilize the employee that is of the same professional stature. Such employee will have the right of first refusal if her/his prior position becomes vacant.

If an employee returns to work either during the period of reinstatement eligibility or seniority retention, reinstatement will include retention of full seniority as well as other benefits accrued at the time the leave began. Failure to return to work at the end of a leave will result in termination of employment.

When an employee is out on leave that has the right under §5 to return to her / his former position or an equivalent position, and her / his usual scheduled hours temporarily have been filled through the scheduling of per diem employees and/or the use of a temporary posting, upon the return of the employee from leave the Hospital may either: (i) return the employee to her / his former position or an equivalent position; or (ii) temporarily place the employee in a position for which she / he is qualified that is on same shift, same number of hours and in the same job classification for up to 45 days, and then return to her/his prior position or an equivalent position.

§6 PTO and EIB must be used subject to the provisions of the PTO policy. EIB may only be used if the leave is for an employee's own serious health condition. (Three (3) days may be used after five (5) days for the illness of a dependent). Employees will be allowed to maintain the equivalent of one pay period of scheduled hours in their PTO bank if requested. An employee who returns from a leave of absence of more than thirteen (13) weeks may not take a full week vacation within sixty (60) days of returning from such leave, unless the vacation was approved.

§7 Employees must request a leave of absence for any period of absence that exceeds one (1) calendar week (per employee regular schedule). The request should be made to the employee's immediate supervisor and the management personnel, or the Leave of Absence Company designated by the Hospital.

If the need for a leave is foreseeable, the employee must make the request at least thirty (30) days before the leave is to begin. If thirty (30) days' notice is not possible, the employee must make the request as soon as practicable. Prior to approval of any leave for an employee's own serious health or for the serious health condition of a family member, the employee must submit a medical certification form signed by a health

care provider. This certification must be submitted as soon as possible. A delay of more than fifteen (15) days may result in denial of a leave. The Hospital retains the right, at its expense, to require certification from a healthcare provider of its own choice, and in the event of a disagreement, to refer the matter to a third provider for a final resolution.

If an Employee is going on leave for a planned reason (such as a scheduled medical procedure) she/he will communicate with her/his supervisor (with a union representative if she/he so desires) in an effort to see if the leave can be scheduled in a manner that accommodates the needs of the Employee and mitigates its impact on the employee's department.

A completed Healthcare Provider Certification Form must be returned to the management personnel, or the Leave of Absence Company designated by the Hospital. Workers' compensation leaves are managed through Occupational Health. The employee will receive notification from the company designee of approval or denial of leave status via e-mail and/or US mail.

- §8 Leaves related to serious health conditions will not be approved for periods longer than that certified by the health care provider(s). In the event that a definite return date cannot be specified, the leave will be approved only for a period ending one (1) calendar week after the employee's next scheduled appointment with the provider. If the approved leave exceeds thirty (30) days, the employee must provide a medical recertification of the continued need for the leave every thirty (30) days (unless the outstanding medical certification provides that the employee will be out for a specified period longer than thirty (30) days.

Requests for extensions of leaves should be made directly to the employee's immediate supervisor and the Hospital designee and must be made within one (1) or two (2) workdays after the need for the extension is known, and in any event prior to expiration of the employee's approved leave. Where warranted by exceptional circumstances, consideration will be given to extending benefits beyond those delineated on a case-by-case basis.

- §9 If the leave is due to the employee's own serious health condition and is one (1) week or longer, the employee will also be required to furnish the Hospital with medical certification of the employee's fitness to return to work and to clear through Occupational Health prior to returning to work.
- §10 Employees are not permitted to attend any department meetings, classes and/or training sessions provided through the Hospital while on an active leave of absence from the Hospital. Notwithstanding the above, employees on approved leaves of absences may, with approval from Human Resources, attend classes and training programs provided by the Hospital, but under no circumstances will the employee be paid for such time.
- §11 Leaves of absences for other reasons, such as education at an accredited institution, may be granted at the discretion of the Hospital for up to ninety (90) days (or in the case of an

educational leave, for one (1) semester). Such leaves will not be unreasonably denied, and employees returning from such approved leaves will be entitled to return to an equivalent position.

Article 26 – Light Duty and Alternative Assignment

- §1 Unless required by law, medical light duty is utilized for Worker's Compensation cases only.
- §2 Employees with a work-related injury/disability may need an interim temporary assignment in another position within the Hospital. The Hospital will identify a suitable temporary assignment and evaluate the possibility of placing the disabled employee in the temporary assignment. At the end of the temporary assignment or whenever the employee is able to return to his/her original position (whichever is sooner), the employee will be transferred back to Worker's Compensation status or to regular employment status in his/her original department and position title.

Article 27 – Health and Safety

- §1 The Hospital shall continue to maintain a safe and healthy workplace.
- §2 The Hospital shall provide and maintain necessary equipment in proper working order and supplies required for employees to safely perform their duties and responsibilities.
- §3 The Hospital shall observe all applicable health and safety laws and regulations and will take all reasonable steps necessary to ensure employee health and safety.
- §4 The Hospital will provide all governmentally required tests and/or immunizations for exposure and contact with infectious diseases and hazards in the workplace at no cost to employees.
- §5 The Hospital agrees to provide on-campus security and continue its practice of providing a security escort for employees to and from employee parking areas upon request. In addition, a Union member (appointed by the Local President) shall serve on the Hospital's Environment of Care Committee/Safety Committee.
- §6 For any employee who suffers a work-related injury or illness, the use and treatment provided at the Emergency Department, or any other hospital facility will be provided at no charge.
- §7 The Hospital and the Union agree to cooperate toward the prompt disposition of employee on-the-job injury claims.
- §8 All examinations when required by the Hospital and performed under its direction shall be paid for by the Hospital. Employees shall be paid for all time required to take all such examinations, at their straight time hourly rate of pay. Unless required by law, this pay provision shall not apply when employees are on an unpaid leave of absence (except that employees shall be paid for the time necessary to undergo an examination that is a

condition precedent for the return to work).

Article 28 – Holidays

§1 The Hospital observes the following holidays: (*Major Holidays)

New Year's Day*	Victory Day	Veterans Day
Martin Luther King Day	Labor Day	Thanksgiving Day*
Memorial Day	Columbus Day	Christmas Day*
Independence Day*		

Since there are 10 holidays (creating an imbalance in year-to-year holiday rotation), employees may be required to work Martin Luther King Day and Memorial Day in a calendar year to cycle the holidays in the next year.

§2 In units or departments that do not operate on weekends, holidays occurring on Saturdays normally will be observed on the preceding Friday and holidays occurring on Sundays normally will be observed on the following Monday.

§3 Employees will be assigned to work no more frequently than every other holiday.

§4 An employee who works on a holiday may take a mutually agreed upon regular day off using PTO within thirty (30) days after working the holiday.

§5 Holiday schedules shall be determined no later than November 1st for the next calendar year. Holiday schedule rotation will be maintained unless it is as a result of a change in position requested by the employee.

§6 The holiday work schedule shall take precedence over the vacation and weekend work schedules. Evening shift employees will not be required to work both the eve and the holiday on Christmas and/or New Year's. Morning shift employees will not be required to work both the holiday (12/24 and 12/31) and the shift after the holiday (12/25 and 1/1) on Christmas and/or New Year's. The Hospital will endeavor to not schedule day shift employees on both the eve and the holidays on Christmas and New Year's. Where such scheduling does not work, employees will be scheduled in the order of reverse seniority.

§7 Holiday pay will be paid to employees who work from 3:00 p.m. on Christmas and New Year's eve through shifts ending at 7:30 a.m. the days after Christmas and New Year's.

§8 In units where there are alternative holiday scheduling practices, such as the Coordinated Care Department, those practices may continue.

§9 Upon mutual agreement between the employee and his/her supervisor, the employee may substitute up to three (3) religious holidays for recognized holidays.

§10 The Hospital will maintain a request list by which twelve (12) hour employees may request time off on holidays in four (4) hour increments. Such requests must be made to the staffing office at least forty-eight (48) hours before the holiday and requests will be

granted by seniority by float district.

- §11 A full time employee (5 days, 8-hour shift, only) may elect to work four days in a work week in which they are scheduled off on a holiday.

Article 29 – Vacation

- §1 Vacation requests will be submitted on an official PTO request form or acceptable method designated by unit to the NM/ANM of the unit.
- §2 Core staffing requirements will be formulated for each unit by the NM. At least ten percent (10%) of the core staff on duty, rounded up to the nearest person, may be granted PTO in advance if requested. Vacations will be scheduled and approved consistent with staffing needs. Every reasonable effort will be made to accommodate vacation requests.
- §3 PTO will be granted based on hospital seniority except as provided in paragraph 8 below.
- If a PTO request is denied, employee may seek alternate staffing solutions subject to Manager's approval. If employee secures coverage for their shift, the covering personnel should not generally result in OT, agency staff cannot be used, covering employee must have appropriate skill match and competency both employees involved in the change must sign a time change request form or other acceptable form of communication.
- §4 PTO will be granted based on the needs of the unit.
- §5 Employee may not request PTO for an assigned holiday unless arrangements for coverage is made prior to request and is approved by the Nurse Manager.

SUMMER VACATIONS

- §6 Includes the time from Memorial Day week until Labor Day week.
- §7 Requests must be submitted by February 1st of the year and will be granted by February 15th.
- §8 Requests will include first, second, and third choice (individual weeks). Employees who fail to indicate their preferences within the requesting period will have no right to exercise the hospital seniority rights regarding vacations. An employee who transfers to a different unit after the vacation schedule of that unit has been established may be required to adapt to the vacation schedule of the new unit.
- §9 It is understood that conflicts in choice among employees who sign up for vacation between employees who sign up for a week or more and employees who sign up for single days will be resolved in favor of those who sign up for a week or more. A full week is Sunday to Saturday. An employee may request an additional weekend PTO day off up to two (2) times per year (any time of the year).

- §10 Requests will be granted by seniority for up to two (2) weeks.
- §11 If additional time is available, additional weeks will then be granted, again based on hospital seniority until all weeks have been assigned or all staff have been granted two (2) weeks if requested.
- §12 Additional PTO approval may be requested within a week of the desired time and may be approved if staffing and volume permit.

OTHER VACATIONS

- §13 First week following Labor Day week to November 30th.
 - a. Requests must be submitted by May 15th and will be granted/denied by May 31st.
- §14 December 1st to February 28th / 29th.
 - a. Requests must be submitted by August 15th and will be granted /denied by August 31st.
 - b. Requests will be granted by seniority and may be for two (2) consecutive weeks except for Christmas and New Year's weeks.
- §15 March 1st to the week before Memorial Day week.
 - a. Requests must be submitted by November 15th and will be granted/denied by November 30th.
 - b. Requests will be granted by seniority and may be for two (2) consecutive weeks.

OTHER PTO CONSIDERATIONS

- §16 An individual may request PTO any time after the cutoff date for the time frames listed above however, they will not be considered until after all requests that were submitted on time have been granted.
- §17 Individual PTO days may be requested as needed and will be approved/denied based on staffing needs and volumes.
- §18 Employees may cancel scheduled vacation provided they give their manager two (2) weeks' notice prior to the scheduled start of their vacation.
- §19 Employees may not take vacation when they do not have accrued PTO.

Article 30 – Salary

§1 Across-the-board increases

- 1.a. Effective on the first full pay period after October 1, 2022, employees who are on Steps 1 through 14 shall receive a one percent (1%) wage increase.
- 1.b. Effective on the first full pay period after October 1, 2023, employees on Steps 1 through 14 shall receive a one and three quarters percent (1.75%) wage increase.

§2 Step Increases

- 2a. Effective October 31, 2021:
 - i. Each employee will be placed on the new step structure attached as Exhibit 1 at her/his current step (i.e., Step 8 to Step 8) (the “Step Transfer”); increases resulting from the Step Transfer will be capped at 10% and will not result in wages less than \$15 per hour (which will result in them being between steps);
 - ii. Any employee that does not receive a wage increase as a result of the Step Transfer will remain at her/his base rate and between steps.
 - iii. Any regular employee who does not receive a wage increase because of the Step Transfer will receive a cash payment equal to 2.5% of her/his annual base rate; and
 - iv. Any regular employee that receives less than 2.5% increases because of the Step Transfer will receive a cash payment equal to the delta between the raise she/he received and 2.5% (e.g., if a Step Transfer results in a 1% wage increase, said employee will receive an additional 1.5% cash payment).
- 2b. Effective on the first full pay period after October 1, 2022:
 - i. Each employee NOT ON A STEP will be placed on the next highest step.
 - ii. Immediately following employees being placed on a step as set forth in §2b (i) above, employees on Steps 1 through 14 will move to the next step.
 - iii. Employees on Step 15, 20, and 30 will receive a general wage increase of 2.5% in lieu of a step increase.
 - iv. Employees with an hourly rate above Step 15 and not on Step 20 or Step 30 (off step) will receive a general wage increase of 2.5% in lieu of a step increase.

- 2c. Effective on the first full pay period after October 1, 2023:
- i. Employees on Steps 1 through 14 will progress to the next step.
 - ii. Employees with an hourly rate above Step 15 and not on Step 20 or Step 30 (off step) will receive a general wage increase of 3% in lieu of a step increase.

§3 Exempt Employees

- 3a. Effective October 31, 2021, exempt employees will be placed on the relevant pay range and step as mutually agreed upon by the parties.
- 3b. Effective on the first full pay period after October 1, 2022 and October 1, 2023, exempt employees will progress to the next step and receive a general wage increase in accordance to Section 1 and 2 of Article 30.

§4 Longevity increases

Effective on the first full pay period of April 2022 and April 2023, employees who are at the top step and who have twenty years of service, respectively, and are eligible for longevity increases will receive a 3% wage increase.

Effective on the first full pay period of April 2022 and April 2023, employees who are beyond the top step and who have thirty years of service, respectively, and are eligible for longevity increases will receive a 3% wage increase.

§5 Per Diem Rates

- 5a. Effective October 31, 2021 per diem with fixed rates will be placed on the new Per Diem Pay Table as set forth in Schedule A.
- 5b. Effective on October 31, 2021, variable rate per diems will be placed on the relevant scale, in accordance with Sections 2a, i. and ii. of Article 30.
- 5c. Effective on the first full pay period after October 1, 2022, fixed per diem employees will receive a 2% increase in accordance to Schedule A.
- 5d. Effective on the first full pay period after October 1, 2023, fixed per diem employees will receive a 3% increase in accordance to Schedule A.
- 5e. Effective on the first full pay period after October 1, 2022 and October 1, 2023, variable per diem employees will progress to the next step and receive a general wage increase in accordance to Section 1 and 2 of Article 30.

§6 [Intentionally Left Blank]

§7 New Hires

Employees hired on or after the effective date of the agreement shall be placed on the pay ranges and steps based on relevant prior experience, up to Step 14.

Article 31 – Overtime

- §1 Overtime may not be worked without prior authorization of the employee's department manager or supervisor unless it would be unreasonable to expect an employee to seek prior authorization from his/her department manager or supervisor.
- §2 Employees shall be paid one and one half (1 ½) times their regular straight-time hourly rate of pay including applicable shift differential (but excluding any other premiums or incentives) for any hours worked in excess of forty (40) per week or for hours worked in excess of one half (1/2) hour beyond their regularly scheduled workday but without duplication for any overtime hours worked in excess of forty (40) in the work week.

Article 32 – Shift, Weekend and Other Differentials

- §1 Employees will be paid the following evening differential: \$1.50/hour
- §2 Employees will be paid the following morning differential: \$2.50/hour
- §3 Employees will be paid a weekend differential of \$3.75 per hour for all hours worked between 11:00 p.m. Friday to 11:30 p.m. Sunday.
- §4 Employees who work in the role of the Charge Nurse will be paid charge pay of \$3.00 per hour. Charge assignments will be equitably distributed among employees who have been oriented to charge responsibilities and have demonstrated the capability to perform the duties successfully.

Article 33 – On-Call, Call-Back Pay

On Call

- §1 A non-exempt employee is considered to be on non-restricted call during a particular period of time if he/she is required to be readily available by telephone or beeper and return to the hospital if necessary. Currently, the following positions are covered by this section: Endoscopy, Hemodialysis, Labor and Delivery, Special Procedures, Operating Room, Cath Lab, PACU, Stress Lab and Hyperbaric. Clinical Informatics will not take call unless the Hospital deems it necessary to satisfy project needs. In such instances, they will receive call in accordance with the call language contained herein. Based on business necessity, the Hospital reserves the right to require employees to be on-call in any unit of the Hospital if it is deemed warranted with forty-five (45) day notice to the Union and thirty (30) day notice to the employee. 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. Any employee (exempt or non-exempt) who is not in a unit or department where call is required, may volunteer to pick up call

hours in the department where call is required if patient care competencies are met. Such employees shall be compensated for call on the same basis as employees required to take call. Employees required to be on-call will be compensated at the rate of \$3.50 per hour for the on-call period effective the first pay period in July 2016 except for the emergent clinical employees listed in section 2 below.

- §2 Non-exempt employees who report to work after being called in will be paid one and one-half (1 ½) times the regular straight-time rate of pay for a minimum of three (3) hours regardless of the duration of the assignment.

Call pay for emergent clinical employees who are required to report to work within 30 minutes of receiving notice will be increased to \$5.00 per hour. Eligible job classifications include RN, Pre/PACU in Main OR, RN-Endoscopy, RN-Main OR, Senior RN-Spec Coord. Surg. Serv. in Main OR, RN-Women's Care (Labor & Delivery), RN-Cardiac Cath Lab, RN-Special Procedures, and RN, Hyperbaric.

- §3 Employees on-call who report to work after being called in will receive the shift differential applicable to that shift when the call back assignment is at least four (4) hours worked on that shift.
- §4 Employees will not be scheduled for night call following a scheduled twelve (12) hour shift unless mutually agreed between the employee and his/her supervisor.
- §5 If an on-call assignment results in an employee working fifteen and one half (15 ½) consecutive hours and is scheduled to work the next consecutive eight (8) hours, the employee will be given the consecutive eight (8) hour shift off. They may elect to take PTO hours if desired.
- §6 If the on-call assignment is completed eight (8) hours or more prior to the next scheduled on-duty time, employees are expected to report for work at their regularly assigned time. If the on-call assignment is completed within eight (8) hours of the employee's next scheduled work starting time, employees may report to work at their regularly scheduled time or report to work no later than eight (8) hours after the on-call assignment was completed. The employee is responsible for notifying his/her supervisor of the option chosen before leaving at the conclusion of the on-call assignment.
- §7 The Hospital may continue or institute voluntary on-call practices.
- §8 On-call requirements will be equitably distributed among department/unit employees who have the appropriate patient care competencies.
- §9 The rule of eighty-five (85) and the substitute pay provisions will be grandfathered for only those employees who are participating in these programs at the time of this agreement.
- §10 PTO shall accrue on all hours worked (including call back hours worked) up to a maximum of eighty (80) hours per pay-period.

- §11 Employees working their regular scheduled shift who are on call after their shift and are required to stay for an additional add-on case/patient may punch out at the close of their regular shift and punch back in immediately as an on-call employee called back to work. This above provision is not intended to be utilized for cases that are already in progress at the time that the on-call shift begins.

Call-Back Pay

- §12 In situations where the time between the end of the normally scheduled work assignment and the actual start of the call-back work is less than thirty (30) minutes, the intervening period will be counted as normal time worked.
- §13 Employees are not eligible for the three (3) hour minimum of call back pay if notified while on Hospital property unless such notification is within one half (1/2) hour following a worked shift. Further, if employees are called in within one (1) hour of a previous call back, the three (3) hour minimum shall not apply.
- §14 Employees who are called back on a holiday shall receive the regular call back rate plus a one (1) time \$25.00 lump sum holiday bonus once in the twenty-four (24) hour holiday period.

Restricted Call

- §15 Employees on call who remain at the Hospital due to certain rare and unusual circumstances shall be compensated as follows: all non-worked hours will be compensated at the federal minimum wage rate; all worked hours will be paid one and one half (1 ½) times the regular, straight-time rate of pay. Three (3) hours minimum will be paid, and continuation of on-call rate (federal minimum wage) and differentials if applicable.

Article 34 – Inclement Weather/Natural Disaster

The CEO of the Hospital or her/his designee will declare the Natural Disaster/Storm Policy in effect and communicate this to all managers.

- §1 **Staffing Needs:** Managers will assess the staffing needs of their department and will adjust the staffing schedule to be put into effect during a natural disaster/storm. Employees not needed for direct patient care within their own department will form a resource pool to be coordinated by the Human Resources Department. Individuals in this pool will be floated to departments that have essential patient related needs.
- §2 **Grace Period:** Employees who report to work within one (1) hour of their usual starting time will be paid as of the start of the shift. An employee who arrives at work later than one (1) hour due to storm conditions or a natural disaster will be extended a sixty (60) minute grace period as time paid. They may use PTO hours or may make up the remaining unpaid time at the end of the shift or at a later time in the week as long as it does not incur overtime and is required to meet staffing needs. Employees are expected

to make every effort to report to work on time to relieve employees who are ending their shift.

- §3 Use of PTO: Employees who are on duty and not needed within the Hospital during a natural disaster/storm will be offered the option to be released by their Senior Manager and may utilize PTO. Employees leaving early of their own initiative prior to being released by their department head are not eligible to utilize PTO for the hours not worked and may be subject to discipline.
- §4 Special Pay Provision: Time and one-half will be paid for all hours worked before and/or beyond an employee's normal scheduled hours regardless of number of hours worked.
- §5 Employees must make every effort to report to work as scheduled regardless of weather conditions or other circumstances.

Article 35 – Employee Assistance Program

- §1 The Hospital and the Union jointly recognize that alcoholism and other drug addictions, emotional and behavior-related problems, marital and family conflicts, as well as other major personal or health problems can adversely affect a person's job performance, jeopardize career progress, quality of patient care, productivity and the individual's health and personal well-being.
- §2 It is also recognized that it is for the best interests of the employee, the Hospital and the Union, that when an unresolved life problem does affect job performance, the parties intend to encourage and motivate that employee to seek professional help.
- §3 In accordance with the foregoing, the Hospital, at its expense, will continue to provide the employee assistance program currently in effect or one comparable in services.
- §4 The Hospital and the EAP ensure that the employee's issues and treatment are confidential and not shared with the Hospital unless the sharing of such information is necessary to demonstrate suitability to return to work.

Article 36 – Professional Development and Tuition Assistance Programs

- §1 Benefit status employees (scheduled a minimum of twenty (20) hours) who have completed six (6) months of employment at the time of registration and who continue to hold a benefits status position upon course completion will be eligible for tuition reimbursement. The Hospital subsidizes staff taking covered courses and/or exams or certifications through reimbursement of applicable expenses upon successful completion.
- §2 For purposes of this article, the terms covered course and exam/certification are defined as:

Covered course:

- An educational program that is part of an accredited degree program, or a college course that is (1) specifically job related, or (2) may lead to future hospital assignment, or (3) is required to complete a degree program; and, provides at least one (1) CEU (ten (10) contact hours) or one (1) college credit. Accredited distance learning or on-line education will be approved if they meet the definition of a covered course. The Employer reserves the right to request validation of official acceptance into an accredited degree program and the validation of the education institutions accreditation by any agency listed by the U.S. Department of Education or State. Questions concerning course relevance should be discussed with your supervisor or a member of the Human Resources Department. Non-degree or graduate degree courses or programs that are unrelated to the employee's current job or other reasonably attainable Hospital jobs will not be covered.

Exams/Certification:

- Certification exam fees for job related certification.
- Hospital required certification course and exam fees will be covered.

§3 Employees must be actively at work to be eligible to apply for or receive benefits under this program. Reimbursement is dependent on the number of hours per pay period at the time of course completion. Employees who terminate or reduce hours below benefit status while taking a course are not eligible for reimbursement. An employee who is laid off during the approved course(s) is still eligible for tuition assistance and will be reimbursed for tuition and expenses as outlined above through the conclusion of the course/semester for which they were eligible.

§4 Reimbursement will be made for tuition, books, registration fees, and exam fees, except for late fees provided they are not covered by any other program. The intent of this program is not to duplicate any other reimbursement program, such as but not limited to, any other hospital fund or the GI Bill. All dollars reimbursed from other programs will be deducted from the amount of reimbursement employees are eligible for under this program.

§5 For undergraduate courses the equivalent of a grade "C" or better or for graduate level courses "B" or better (or "pass" in a pass/fail grading system) is required in order to be reimbursed.

§6 This program applies to courses taken outside working hours. Nothing in this policy is intended to imply approval for absence from the job to attend courses.

§7 The reimbursement amounts are the same whether study is at the graduate or undergraduate level. Full-time employees are eligible for one hundred percent (100)% of reimbursable expenses up to a maximum of \$2,500 per academic year (Sept.-Aug.).

Part-time employees are eligible for benefits on a pro-rated basis based on standard hours per pay period.

- §8 All mandatory hospital education and training programs will be on paid time with manager's pre-approval or direction.
- §9 The Hospital agrees to pay the certification exam fees and re-certification fees for mandatory and-non mandatory professional certifications within the nurse's specialty.
- §10 Should an employee resign from his or her employment with the Hospital for any reason within one (1) year of being reimbursed under the Tuition Assistance Program, he or she is obligated to repay the Hospital the total amount of the Hospital's reimbursements for tuition assistance paid in the one-year period prior to resignation and that such amount will be considered a "Loan" from the Hospital. The employee authorizes the Hospital to deduct the full amount of the "Loan" from any amounts due at the time of my resignation, including final wages or PTO payout. Repayment of any remaining amounts of the "Loan" will be made in monthly installments commencing in the month following resignation and ending upon full repayment of the "Loan".

Article 37 – Flexible Benefits Program

- §1 The Hospital shall continue to offer full-time and part-time employees with regularly scheduled hours of forty (40) or more per pay period the opportunity to participate in the Care New England Hospital Flexible Benefits Program ("CNE Flexible Benefit Plan"), the benefits of which are generally described in Articles 38 through 42. The ability of the employee to select benefits levels will be governed by the plan.

Article 38 – Health Insurance

- §1 The Hospital shall offer full-time and part-time employees with regularly scheduled hours of forty (40) or more per pay period the opportunity to participate in one of the Care New England Healthcare plans. These include the CNE PPO Plan, CNE HMO Plan, CNE Tiered PPO and HMO Tiered Plans. The Hospital has the right to revise and/or replace these plans with other plans including point-of-service and managed care plans provided the coverage is substantially similar and/or to offer additional new plans. In the event changes to the health plan(s) result in a plan that is not substantially equivalent, the Union shall have the right to a re-opener limited to healthcare benefits, and Article 3 will be suspended. Further, the Hospital may eliminate one of the non-CNE Tier 1 providers.
- §2 Employees' contributions for such plans shall be as follows:

Full-time employees 2021-2024:

	CNE PPO Plan	CNE HMO Plan	CNE Tiered PPO Plan	CNE Tiered HMO Plan
Family Coverage	15%	11.5%	10%	6.5%
Individual Coverage	15%	11.5%	10%	6.5%

Part-time employees 2021-2024:

	CNE PPO Plan	CNE HMO Plan	CNE Tiered PPO Plan	CNE Tiered HMO Plan
Family Coverage	25%	16%	20%	11%
Individual Coverage	25%	16%	20%	11%

- §3 The Employer agrees to continue the Supplemental Health Insurance Benefits Policy.
- §4 Intentional Left Blank
- §5 Employees will be eligible for CanaRX and the specialty in-house pharmacy incentive and vision care provisions to the same extent they are made available to non-union employees.
- §6 The plans referred to in §1 above will be the same as existing Union plans effective January 1, 2018 and will be amended as follows for all Union members.
- a. There will be a premium of \$38.50 per pay period for employees whose spouse is covered by the Hospital's health insurance but who otherwise has access to ACA compliant health insurance coverage through his or her employer ("Spousal Premium").
- b. Employees will be eligible to participate in the CNE wellness credit program.

Article 39 – Dental Insurance

- §1 The Hospital shall continue to offer full-time and part-time employees with regularly scheduled hours of forty (40) or more per pay period the applicable Delta Dental Levels of coverage currently in effect.
- §2 Employees shall continue to contribute to the premium cost of dental insurance as described below:

Full-time employees 2021-2024:

	High Option	Standard Option
Family Coverage	25 %	4.5 %
Individual Coverage	17 %	4.5 %

Part-time employees 2021-2024:

	High Option	Standard Option
Family Coverage	42 %	32 %
Individual Coverage	26 %	4.5 %

Article 40 – Life Insurance and Accidental Death and Dismemberment

- §1 The Hospital will continue to provide full-time and part-time employees with regularly scheduled hours of forty (40) or more per pay period life insurance and accidental death and dismemberment plans in accordance with the CNE Flexible Benefit Plan. The Hospital will continue to pay the full cost of basic life and accidental death and dismemberment coverage. Employee will continue to pay the full cost of supplemental and dependent coverage.

Article 41 – Long-Term Disability (LTD) Insurance

- §1 The Hospital shall continue to provide full-time and part-time employees with regularly scheduled hours of forty (40) or more per pay period the basic and additional long term disability insurance program in accordance with the CNE Flexible Benefit Plan. The employees will continue to pay the differential in cost associated with the additional LTD coverage.

Article 42 – Retirement Plan and Tax-Sheltered Annuity

- §1 The Hospital shall continue to offer the Care New England Retirement Plan. In the event that the Hospital terminates the defined benefit portion of the employee pension, employees will receive annuities and/or lump sum benefit options equal to what they would have been entitled to had the pension remained operative.

The Hospital will continue to contribute to the 403(b) match and savings plan as follows:

Non-elective contributions will be based on years of service as set forth below:

Years of Service	Employer Contribution
1-5	3%
6-10	3.5%
11-15	4%
16-20	4.5%
21-25	5.5%
26+	6.5%

Employees currently at employer contribution rates of 9% and 8% will go to 7%. Otherwise, employees will not have her / his employer contribution reduced in the conversion to the new plan. Instead, he / she will stay at her / his employer contribution rate until she / he progresses under the new schedule.

The Employer, in its discretion, will make matching contributions to your pre-tax and / or Roth contributions, but in no event will the total matching contribution exceed the greater of Five-Hundred Dollars (\$500) or two percent (2%) of your compensation for the plan year.

Article 43 – Per Diem

Per Diem I- Participants in this plan who have one (1) year of post-orientation acute care experience will be paid in accordance with Schedule A plus applicable differentials. Participant must commit to work at least twenty-four (24) hours every two (2) pay periods and two (2) holidays per calendar year, one of which must be a major holiday. The commitment on the holiday must be to work either an eight (8) hour or twelve (12) hour shift unless the manager agrees in advance that a participant in this plan may work shorter blocks of time over multiple holidays. Per Diems who work in areas requiring twenty-four (24) hour coverage, must commit to work one (1), eight (8) hour off shift and one (1), eight (8) hour weekend shift every two (2) pay periods. Both requirements will be satisfied by working one (1) eight (8) hour evening or morning shift on a weekend.

Seasonal Per Diem. The manager at his/her discretion may make an exception for seasonal Per Diems. This exception shall not be unreasonably denied. A seasonal Per Diem is defined as one who is available during blocks of time during the calendar year. Seasonal Per Diems will meet all Per Diem I requirements as defined above, however the requirements can be worked within available blocks of time and must equal 312 clinical hours in a calendar year. All mandatory education must be maintained when the education is made available throughout the calendar year. Time spent in education does not meet the requirements for clinical hours.

Per Diem II- Participants in this plan will be paid in accordance with Schedule A plus applicable differentials.

Per Diem II requirements:

1. Per Diem IIs must commit to work eight (8) shifts over two pay period including four (4) off shifts, including three (3) weekend shifts per month, and three (3) holidays per year, one (1) of which must be a major holiday.
2. Commit to work three (3), eight (8) hour weekend shifts or two (2), twelve (12) hour weekend shifts per month. The weekend is defined as either 11 p.m. Friday to 10:59 p.m. Sunday or 7 a.m. Saturday to 6:59 a.m. Monday. The weekend designation has been predetermined by the individual departments based on need.
3. Commit to work one (1) major holiday (July 4th, Thanksgiving, Christmas, or New Year's) and two (2) minor holidays. Easter, Halloween, Mother's Day and Father's Day may be substituted for minor holiday commitments. With Manager's approval, the evening shift on Christmas Eve or New Year's Eve may be substituted for a minor holiday. The commitment on the holiday must be to work either an eight (8) hour or twelve (12) hour shift unless the manager agrees in advance that a participant work shorter blocks of time over multiple major holidays.
4. If the scheduled time is cancelled by the employee two (2) or more times out of ten (10) scheduled shifts, including sick calls and changed time, employment in the Per Diem II plan will be jeopardized and the employee will receive one written counselling. If the employee fails to meet their commitment within the rolling year, he/she will revert to the Per Diem I status.
5. If the employee is defaulted or changes to the Per Diem I plan, the employee may bid for a posted Per Diem II position after waiting six (6) months.
6. A minimum of two (2) years acute care experience is required.

Bonus: If hours worked in a fiscal quarter are more than two hundred fifty (250) hours, the employee will receive ten percent (10%) of gross earnings, payable as a bonus. Fiscal quarter calendars are available through the HR Department.

Per Diem III- Participants in this plan as of July 1, 2016 will be paid in accordance with Schedule A plus applicable differentials. For those not grandfathered in, Per Diem III will be eliminated. Per Diem III employees may opt to revert to Per Diem II status.

Per Diem III requirements:

1. Per Diem IIIs must commit to work sixteen (16) shifts per month (eight (8) off shifts), including three (3) weekend shifts per month, two (2) major holidays, and two (2) minor holidays.
2. Commit to work three (3) eight (8) hour weekend shifts or two (2) twelve (12) hour weekend shifts per month. The weekend is defined as either 11p.m. Friday to 11 p.m.

Sunday or 7 a.m. Saturday to 7 a.m. Monday. The weekend designation has been predetermined by the individual departments based on need.

3. Commit to work two (2) major holidays (July 4th, Thanksgiving, Christmas, New Year's Day) and two (2) minor holidays. Easter, Halloween, Mother's Day and Father's Day (although not recognized holidays) may be substituted for minor holiday commitment. The commitment on the major holidays must be to work either an eight (8) hour or twelve (12) hour shift unless the manager agrees in advance that a participant in this plan may work shorter blocks of time over multiple major holidays.
4. If the scheduled time is cancelled by the employee two (2) or more times out of ten (10) scheduled shifts, including sick calls and changed time, employment in the Flex Plan will be jeopardized and the employee will revert to the Per Diem I or Per Diem II status.
5. If the employee is defaulted or changes to a lower Per Diem plan, the employee may bid on a posted Per Diem III position again after waiting six (6) months.
6. A minimum of two (2) years acute care experience is required.

All Per Diems

The Per Diem Plan excludes the payment of any other incentive premiums other than those mentioned. To participate in this plan the employee must complete an RN Per Diem Agreement in Human Resources. The payments of shift differentials are governed by the differential policies.

All shifts are selected through the Kent web-based scheduling system, but this does not preclude requests to fill staffing needs by managers, supervisors or the staffing office.

The per diem RN is responsible to select shifts to meet the program requirements, including weekends, holidays and off shifts.

Shifts that are selected and confirmed that are cancelled by the Hospital will count as booked for meeting the quarterly hourly requirements toward bonus payment.

The number of per diem positions may be limited and will be offered as needed.

Per Diem I positions may be posted or granted after request by an employee with the approval of the Manager. These requests will not be unreasonably denied. All Per Diem II positions will be posted.

Straight time will be paid to all Per Diem employees who through the electronic scheduling system, select any consecutive combination of hours up to twelve (12) in a shift.

All Per Diem participants must complete all required CBL's and must maintain the required competencies for continued employment.

Article 44 – Intentionally Left Blank

Article 45 – Professional Issues Committee

- §1. Purpose: To foster collaboration between management and the Union and to provide a high-level mechanism/process whereby management and the UNAP leadership meet regularly to jointly discuss and resolve professional work-related issues.
- §2. Objectives:
 - a. review and respond to staff nurse concerns
 - b. monitor floating assignments and upon request from the President of the Union, generate lists of floats and RN competencies
 - c. consider on-site problems
 - d. propose new ideas for discussion and implementation
 - e. develop and support initiatives to improve patient safety and quality of patient care
- §3. Meetings will be held monthly, and agendas shall be exchanged in advance of the meeting.
- §4. Composition:
 - a. President of the Union
 - b. Three (3) Union designees
 - c. CNO
 - d. Three (3) management designees
- §5. The Hospital will compensate the four (4) Union Representatives for the time spent in meetings including the time when they are not scheduled to work. The Hospital will release regular Union Representatives from work to attend meetings.
- §6. The Hospital and the Union recognize that adequate nurse staffing levels are a key factor in providing safe, quality patient care. The Hospital and the Union also recognize the correlation between employee engagement and patient outcomes and are committed to increasing employee satisfaction, empowerment, and effectiveness to ensure professional working conditions that facilitate positive patient outcomes.

Article 46 – Separability

- §1 In the event that any provision of this Agreement shall at any time be declared invalid by a final judgment of any court of competent jurisdiction or through a final decree of a

government, federal, state or local body, such decision shall not invalidate the entire agreement; it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any provisions to this Agreement which have been invalidated shall be the subject of negotiations within a thirty (30) day period.

Article 47 – Printing of Agreement

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

Article 48 – Duration

- §1 This Agreement shall become effective on July 1, 2021 and shall remain in full force and effect through June 30, 2024. Either party desiring changes or amendments of this Agreement prior to the expiration of same shall give the other party notice in writing not less than ninety (90) days immediately prior to the expiration of this Agreement or any extension thereof specifying that changes or amendments are desired; otherwise, the Agreement renews itself for yearly periods without change.

Article 49 – Intentionally Left Blank

Article 50 – Miscellaneous

- §1. Hospital Discounts: Employees will continue to participate in the Hospital's discount policies.
- §2. Daylight Saving Time: The Hospital shall continue its policy regarding Hours of Work regarding daylight savings time as it was in effect on the date of this Agreement.
- §3. Voluntary Reduction Time and Convenience Time: The Hospital shall continue its policy on CT and VRT as it was in effect on the date of this agreement except that CT time shall be offered to employees on the basis of equitable rotation unit by unit. An employee on CT time may not be required to return to work.
- §4. Employee Health: The Hospital shall continue its policy on Employee Health Office as it was in effect on the date of this agreement.

Article 51 – Paid Time Off

- §1 **Scope:** All benefit status employees are eligible for PTO.
- §2 **Definitions:** PTO is Paid Time Off, EIB is Extended Illness Benefit. All PTO and EIB shall include shift differential.

§3 **Earning PTO.** PTO is accrued based on hours paid as a factor applied to the first eighty (80) hours paid per pay period and regular paid hours during a Leave of Absence for both full time and part time benefit status personnel. The tables below show the maximum number of days (eight (8) hours each) that can be accrued by eighty (80) hour per pay period staff. Actual accruals will be based on an accrual factor applied to each hour paid (not to exceed - NTE eighty (80) per pay period) and regular paid hours during a leave of absence. The accrual factor is calculated by first multiplying the number of days accrued per year (see schedule) by eight (8) hours per day to determine the maximum number of hours which can be accrued in a year, and then dividing this amount by 2080 hours. This gives the number of hours accrued for each hour paid. As stated above, this factor is then applied to the first eighty (80) hours paid in a pay period to determine the number of hours the employee actually accrues. This formula is the same for full time and part time personnel; however, the schedule/table of annual accruals changes for part time.

§4 **PAID TIME OFF ACCRUAL SCHEDULE – FULL TIME EMPLOYEES HIRED BEFORE NOVEMBER 1, 2020.**

Years of Service	PTO	Max. PTO Accrual Amt.	EIB
0-3 Years:	31	41	4
3-8 Years:	36	46	4
8-25 Years:	41	51	4
25-35 Years:	46	56	4
35+ Years:	51	61	4

Benefit eligible part time employees hired before November 1, 2020 will accrue on a pro-rated basis from the table above.

Employees will accrue PTO at seventy-five percent (75%) of the above accruals during the first year of their employment.

All new employees and other employees who become eligible for PTO benefits on or after November 1, 2020 in accordance with the terms of the collective bargaining agreements will accrue benefits as set forth below:

PAID TIME OFF ACCRUAL SCHEDULE- FULL TIME EMPLOYEES HIRED ON OR AFTER NOVEMBER 1, 2020.

Years of Service	PTO	Max. PTO Accrual Amt.	EIB
0-3 Years:	29	34.8	4
3-8 Years:	33	39.6	4
8-25 Years:	37	44.4	4
25-35 Years:	41	49.2	4
35+ Years:	45	54	4

Benefit eligible part time employees hired on or after November 1, 2020 will accrue on a pro-rated basis from the table above.

Employees will accrue PTO at seventy-five percent (75%) of the above accruals during the first year of their employment

- §5 **Maximum Accrual.** Employees will accrue PTO in their PTO bank up to a maximum PTO bank amount equal to their annual accrual amount plus ten (10) days. Once an employee has reached their maximum accrual amount, accruals will stop. Accruals will commence again when the bank falls below the maximum accrual amount.
- §6 **Using PTO.** PTO can be used for any reason. PTO usage should be scheduled by the employee and approved by the supervisor in advance. Occasionally, unexpected needs will necessitate unscheduled PTO. Supervisors are responsible to record in electronic payroll system whether PTO used was scheduled or unscheduled by the appropriate pay code. Employees may use one unscheduled PTO day as a personal day without being considered UPTO, provided the employee has PTO in their bank and is not currently in corrective action for time and attendance issues. Such personal days cannot be used on weekends or holidays. Such days shall not be used Halloween, the last seven (7) days in December, the first seven (7) days in January or on a scheduled workday adjacent to a holiday or approved PTO day. Exceptions to this rule will be made for extenuating circumstances (such as being stuck in an airport). When an employee in an active status is absent from work and PTO time is available in the bank, PTO must be used up to the level of the employee's standard hours. When an employee is on an approved leave of absence, the employee may use PTO in the first week of absence. After the initial absence of one (1) week of their scheduled hours, EIB is to be utilized for the remainder of the leave until EIB is exhausted and then PTO must be used if available. Employees may retain the equivalent of one (1) pay period of scheduled PTO hours in their PTO bank. Employees using PTO shall not be required to clock in their PTO hours. Employees will not be required to discharge UPTO if they miss work due to documented work-related COVID-19 exposure.
- §7 **Selling PTO.** Employees may sell up to thirty (30) days per year of PTO in two (2) different ways during Open Enrollment. PTO will accrue on PTO which is sold/cashed under either method below. Fifteen (15) day maximum allowed for each option. (1). PTO can be sold on a pay period basis in increments of eight (8) hours. Using this method, the value of time sold will be paid to the employee in small amounts each pay period at the employee's open enrollment rate of pay. These payments will be suspended when the employee is on an unpaid leave of absence. (2). PTO can be cashed in one lump sum cash out. Using this method, the value will be paid in one check just before the end of the year at the rate in effect at the time paid. This PTO time will be taken out of the bank at the time it is paid. At year end, the payment of the cash out will depend on the time being in the bank. If an employee has less hours in the bank than had been specified for sale at the beginning of the year, the cash out will be equal to the amount in the bank. Employees hired mid-year will be able to sell a pro-rated amount of PTO under (1) or (2) above based on when in the year they are hired.

- §8 **Negative PTO Balances.** In extraordinary circumstances, the Senior Human Resources executive may authorize negative charges to an employee's PTO bank up to a maximum of sixteen (16) hours negative. For example, this would be appropriate when a holiday falls immediately after an employee is hired and before sufficient PTO time has been accrued by that employee.
- §9 **Extended Illness Bank (EIB).** Employees will accrue EIB at the rate of four (4) days per year, pro-rated for part time, based on hours paid excluding overtime hours, not to exceed eighty (80) PPP. EIB time can only be used for employee illness after the employee has been absent on unscheduled PTO or other unscheduled absence for one (1) week. For the purposes of this policy, this "one week" of absence shall be the equivalent of one half of the employee's regular schedule of hours/standard hours for the pay period; e.g., for an employee whose standard hours per pay period is fifty-six (56), EIB may be used after twenty-eight (28) hours of unscheduled PTO or unscheduled absence have been used. During that week of absence, the employee must use PTO if available. If no PTO is available, the employee will be in an unpaid status. Negative EIB balances will not be permitted. There is no maximum accrual of EIB. Healthcare Provider Certification Form must be provided for illnesses of three (3) days or more unless deemed unnecessary by Employee Health, and the employee must clear back to work through Employee Health. Employees may receive TDI while on EIB or PTO.
- §10 **Family Sick Time.** Employees may use twenty-four (24) hours per year from their EIB bank (after one (1) week of PTO usage) for the employee's parent, spouse, common-law spouse, same sex domestic partner, or child because of their illness, injury or disability.
- §11 **Grandfathering of Sick Bank Cash Out.** For employees hired prior to 4/1/99, a record will be kept of their sick bank balances. When these employees terminate, if they have ten (10) years of service at the time of termination, they will be paid fifty percent (50%) of the number of hours in their EIB bank up to the number of hours they had on 4/3/99 at their 4/3/99 rate.
- §12 **Status Changes.** (1) New Hires. There is no waiting period for use of PTO or EIB. (2) Change from benefit to part time non benefit status: PTO balance will be paid off. (3) Change from benefit status or part time non benefit status to per diem: Both PTO and EIB will be paid off if applicable under §11 above.
- §13 **Termination.** All PTO will be paid upon termination. Checks will be cut in the pay period following the final paycheck.
- §14 **Holidays.** Full time employees will use PTO when off on a holiday so long as there is PTO available in their bank and they have not worked their standard hours for the pay period. If there is no PTO time available, the employee will be unpaid for the day. If the employee worked their standard hours (eighty (80) hours, they will not have to use PTO. It is not necessary for the part time employee to use PTO if off on a holiday. All non-exempt employees who work on a holiday will be compensated at time and one half their base rate plus applicable differential.

- §15 **Absent Time.** If an employee in an active status is absent and the PTO bank is empty, the time will be unpaid. If an active employee has PTO time in their bank and is absent, the time must be paid from the PTO bank to the extent necessary to maintain the employee's compensation at the normal standard hours. This applies to full time and part time status employees. If the absence is not scheduled and PTO is available, it will be recorded as unscheduled PTO.
- §16 **PTO and EIB While on a LOA.** Employees on LOA will use EIB and PTO. Leaves for personal or family reasons, i.e., to care for an ill family member as specified in §10 above qualify only for PTO. EIB may not be used unless the employee is ill/disabled. Parental leaves only qualify for EIB for the period of disability (normally six (6) weeks). PTO and/or EIB is required to be used up to the available scheduled hours when available. Employee may retain one (1) pay period of scheduled hours in the PTO bank.
- §17 **EIB and PTO While on Worker's Compensation.** EIB may not be used while on worker's compensation. PTO may be used for the first three (3) days of a worker's compensation leave and thereafter at the employee's discretion.
- §18 **Overtime Calculations.** Overtime will accrue on scheduled PTO. No overtime will accrue on unscheduled PTO or EIB.
- §19 **Exempt Employees.** Exempt employees absent for a portion of a day may use PTO needed to obtain a full day's pay; i.e., an exempt employee may work one half a day and take PTO for the other half a day. If an exempt employee works a portion of a day and does not have PTO to cover the remainder of the day, the employee will be permitted to use negative PTO to obtain the full day's pay. Exempt staff should always receive a full day of pay which can be done through a combination of regular pay, PTO and/or EIB.
- §20 **30 Year Day Off.** Employees who have completed thirty (30) years continuous service from their most recent date of hire will be eligible for an additional paid day off per year.

Article 52 – Intentionally Left Blank

Article 53 – Intentionally Left Blank

Article 54 – Intentionally Left Blank

Article 55 – Mutual Dignity & Respect


- §1 In order to provide efficient and dignified care to all Kent patients, the Employer and Union agree that all parties to this agreement (i.e., the Employer and its representatives, the Union and its representatives, and all bargaining unit members), will treat each other with mutual dignity and respect. When it becomes necessary to apprise an employee of a performance problem, discussion and/or discipline shall be conducted in a professional manner, avoiding embarrassment and public display. In addition, when it becomes necessary for an employee to discuss a matter of disagreement with a supervisor or other management representative, this discussion also shall be conducted in a professional manner, avoiding embarrassment and public display.

Article 56 – Successors and Assigns


- §1 Successors and Assigns – This agreement shall be binding in all respects upon the successors and assigns of the parties. In the event of an agreement of any kind whatsoever that results in a transfer of a majority ownership, management or operational control, this agreement shall be binding on the party or parties assuming such majority ownership, management or operational control. As soon as practicable, Kent Hospital shall give the Union notice in writing of the agreement or of a written proposed agreement to transfer majority ownership, management or operational control, including the names and addresses of the transferee(s). The parties agree that a violation of this Article shall be deemed irreparably harmful to the Union and its members for the purposes of any application for injunctive relief.

SIGNATURE PAGE

For United Nurses & Allied Professionals



For Kent Hospital



10/31/2021 - 6/30/2024 RN Pay Ranges															
Nursing Education Program Coordinator, Quality Improvement Spec/RN, RN Infection Prevention & Control, Senior RN Specialty Coordinator Surgical Services															
Range K	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
10/31/21-10/1/22	\$ 32.47	\$ 33.71	\$ 35.00	\$ 36.34	\$ 37.72	\$ 39.16	\$ 40.66	\$ 42.21	\$ 43.48	\$ 44.78	\$ 46.12	\$ 47.51	\$ 48.93	\$ 50.40	\$ 51.95
10/2/22-9/30/23	\$ 32.79	\$ 34.05	\$ 35.35	\$ 36.70	\$ 38.10	\$ 39.56	\$ 41.07	\$ 42.63	\$ 43.91	\$ 45.23	\$ 46.59	\$ 47.98	\$ 49.42	\$ 50.90	\$ 52.47
10/1/23-6/30/24	\$ 33.37	\$ 34.64	\$ 35.97	\$ 37.34	\$ 38.77	\$ 40.25	\$ 41.79	\$ 43.38	\$ 44.68	\$ 46.02	\$ 47.40	\$ 48.82	\$ 50.29	\$ 51.80	\$ 53.39
Clinical Educator, Clinical Informatics Nurse Analyst, Nurse Navigator – Outpatient, Pre-Admission Clinical Coordinator, RN Care Manager, Senior Education Specialist															
Range L	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
10/31/21-10/1/22	\$ 35.72	\$ 37.08	\$ 38.50	\$ 39.97	\$ 41.50	\$ 43.08	\$ 44.73	\$ 46.43	\$ 47.82	\$ 49.26	\$ 50.74	\$ 52.26	\$ 53.83	\$ 55.44	\$ 57.14
10/2/22-9/30/23	\$ 36.08	\$ 37.46	\$ 38.89	\$ 40.37	\$ 41.91	\$ 43.51	\$ 45.18	\$ 46.89	\$ 48.30	\$ 49.75	\$ 51.24	\$ 52.78	\$ 54.36	\$ 55.99	\$ 57.71
10/1/23-6/30/24	\$ 36.71	\$ 38.11	\$ 39.57	\$ 41.08	\$ 42.65	\$ 44.28	\$ 45.97	\$ 47.71	\$ 49.15	\$ 50.62	\$ 52.14	\$ 53.70	\$ 55.31	\$ 56.97	\$ 58.72
Advanced Nurse Clinician															
Range M	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
10/31/21-10/1/22	\$ 39.28	\$ 40.78	\$ 42.34	\$ 43.96	\$ 45.63	\$ 47.38	\$ 49.19	\$ 51.07	\$ 52.60	\$ 54.18	\$ 55.81	\$ 57.48	\$ 59.20	\$ 60.98	\$ 62.86
10/2/22-9/30/23	\$ 39.67	\$ 41.19	\$ 42.76	\$ 44.40	\$ 46.09	\$ 47.85	\$ 49.68	\$ 51.58	\$ 53.13	\$ 54.72	\$ 56.36	\$ 58.05	\$ 59.80	\$ 61.59	\$ 63.49
10/1/23-6/30/24	\$ 40.37	\$ 41.91	\$ 43.51	\$ 45.17	\$ 46.90	\$ 48.69	\$ 50.55	\$ 52.48	\$ 54.06	\$ 55.68	\$ 57.35	\$ 59.07	\$ 60.84	\$ 62.67	\$ 64.60
Pre-Admission Nurse, RN (Behavioral Health ED, Cardiac Cath Lab, Endoscopy, Emergency Services, ICU/ECCU, IV Therapy, Lactation, Med Surg Nursing, OR, Pre-PACU, Main OR and ASC OR, Rehab Unit, RRT Impact Team, Special Procedures, Stress Lab, Women Care Center, Wound Care)															
Range RN	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
10/31/21-10/1/22	\$ 30.34	\$ 31.50	\$ 32.70	\$ 33.95	\$ 35.25	\$ 36.59	\$ 37.99	\$ 39.45	\$ 40.63	\$ 41.85	\$ 43.10	\$ 44.40	\$ 45.73	\$ 47.10	\$ 48.54
10/2/22-9/30/23	\$ 30.64	\$ 31.81	\$ 33.03	\$ 34.29	\$ 35.60	\$ 36.96	\$ 38.37	\$ 39.84	\$ 41.04	\$ 42.27	\$ 43.53	\$ 44.84	\$ 46.19	\$ 47.57	\$ 49.03
10/1/23-6/30/24	\$ 31.18	\$ 32.37	\$ 33.61	\$ 34.89	\$ 36.22	\$ 37.61	\$ 39.04	\$ 40.54	\$ 41.75	\$ 43.01	\$ 44.30	\$ 45.63	\$ 46.99	\$ 48.40	\$ 49.88

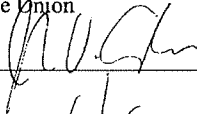
SCHEDULE A

<u>UNAP RN</u>			
<u>Per Diem Rates</u>	<u>10/31/2021</u>	<u>10/2/2022</u>	<u>10/1/2023</u>
Per Diem I	\$ 46.14	\$ 47.06	\$ 48.47
Per Diem II	\$ 49.30	\$ 50.29	\$ 51.79
Per Diem III	\$ 60.36	\$ 61.57	\$ 63.41
Care Manager Per Diem	\$ 54.32	\$ 55.41	\$ 57.07

Memorandum of Understanding

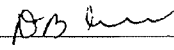
Kent Hospital and the United Nurses & Allied Professionals hereby agree that shifts will be awarded through electronic scheduling in the manner set forth in the attached memorandum.

For the Union



Date 7/3/01

For the Employer



Date July 3rd, 2001

988298v1





Patient Care Services

Memorandum

Date: July 2, 2009

To: Staffing Office, Nurse Managers, PCS Directors, Administrative Supervisors

From: Jean M. Butler, RN, MS
Associate Vice President, PCS

Subject: Awarding Shifts in the Electronic Scheduling System

All available shifts will be posted in the electronic scheduling system.

- All unit-based employees will be able to view available shifts for the initial 1 week of the posting period and then all hospital-wide qualified staff thereafter.

Shifts will be awarded to the qualified employee in the following order:

- Unit-based part-time staff
- Unit-based per-diem staff-(per-diem III, II, then I)
- Hospital-wide part-time staff
- Hospital-wide per-diem staff-(per-diem III, II, then I)
- Unit-based staff at over-time
- Hospital-wide staff at over-time
- Agency staff
- Shifts will be awarded equitably. If two staff members have the same eligibility and no special patient care competency is required for the shift (ex. Chemotherapy Certified Nurse), seniority will then be the deciding factor on a rotating basis.

When census decreases and staff are to be cancelled, it will be done in the following order:

- Agency Staff
- Over-time
- Per-diem-(per-diem I, II then III)
- Hospital-wide part-time staff who are working an extra shift
- Unit-based part-time staff who are working an extra shift

Any of the above-mentioned steps can be modified based on patient care competencies to meet the needs of the unit/patients at the discretion of a Nurse Manager, staffing office personnel or Administrative Supervisor to ensure patient safety.

PLEASE NOTE: No open shifts should be awarded except through the electronic bidding scheduling system except when last minute changes in schedule, census or acuity warrants last minute calls/requests.

**United Nurses &
Allied Professionals**

Linda McDonald, RN
President



RECEIVED
DEC 14 2009
HUMAN RESOURCES

Marcia Fogerty, Labor Relations Manager
Kent Hospital
455 Toll Gate Road
Warwick, Rhode Island, 02886

December 11, 2009

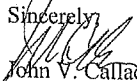
Dear Marcia:

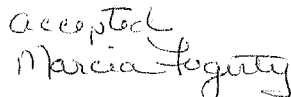
This letter is written to confirm our understanding regarding the eligibility of an employee(s) to bid on posted vacancies while on an approved leave of absence. The parties agree that an employee on an approved leave of absence and scheduled to return to work within thirty (30) days from the date an application is submitted for a posted vacancy is eligible for consideration for the vacancy.

If an interview is required to determine the qualifications, the employee bidding on the position must be available to interview during the normal interview process.

If awarded the position and the employee fails to return within the designated 30 days, the offer may be rescinded and the Manager may select an alternate applicant within the guidelines of Article 18. The employee will then be returned to leave of absence status in accordance with Article 25.

Sincerely,


John V. Callaci


Marcia Fogerty

Memorandum of Understanding

Kent Hospital and the United Nurses & Allied Professionals, Local 5008, with respect to Article 43 Per Diems hereby agree as follows:

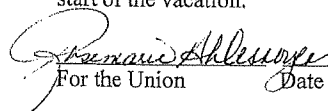
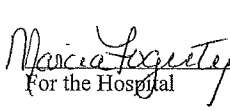
Any block of time 4 hours or more posted in the electronic scheduling system, that is awarded to an RN through the established process and not cancelled by said RN shall constitute a shift for purposes of meeting Per Diem requirements.

Marcia A. Fogarty
For Kent Hospital
12/10/09
Date

For the Union, Local 5008
12/10/09
Date

Memorandum of Understanding

The undersigned parties hereby agree to modify Article 29- Vacation, Section 18, to permit the cancellation of a single (1) PTO day that is not part of a scheduled vacation period with no less than forty eight (48) hours notice to the manager. If the cancellation results in a situation that requires an RN to float from that unit, the RN who cancelled the day will be first to float. Employees may cancel a scheduled vacation in excess of one (1) day, provided they give their manager two (2) weeks notice prior to the scheduled start of the vacation.

	<u>7/8/10</u>		<u>7/29/10</u>
For the Union	Date	For the Hospital	Date


MEMORANDUM OF UNDERSTANDING

Kent County Memorial Hospital (the “Hospital”) and United Nurses and Allied Professionals, Local 5008 (the “Union”) agree that from time to time the Union may request to hold elections that may not conform to 29 C.F.R. 103.30 (appropriate bargaining units in the healthcare industry). Under such circumstances, the parties will be guided by the community of interest standard as it existed before Specialty Healthcare.

Any dispute arising out of this will be mediated before the Federal Mediator. This agreement will sunset on June 30, 2024.



For the Union



For the Hospital