

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**Prospect CharterCare SJHSRI, LLC d/b/a Our Lady of Fatima CharterCARE**

**and**

**United Nurses and Allied Professionals**

**TENTATIVE AGREEMENTS – TECHNICALS**

**AGREEMENT**

✓ This collective bargaining Agreement (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023 by and between United Nurses and Allied Professionals, Local 5011, hereinafter called the "Union", and Prospect CharterCare SJHSRI d/b/a Our Lady of Fatima CharterCARE, hereinafter called the “Employer” or “Hospital.”

**PURPOSES**

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

**ARTICLE I**  
**RECOGNITION**

✓ In accordance with the provisions of the certification of the National Labor Relations Board in Case No. 01-RC-325157, the Employer recognizes the Union as the sole and exclusive bargaining representative with respect to salaries, hours of employment and other conditions of employment for all full-time, regular part-time and per diem Professional employees employed by the Employer at its Our Lady of Fatima Hospital, (“Fatima facility) located at 200 High Service Ave, North Providence, Rhode Island, including Coordinator Radiology Students, Coordinator Transition of Care, Cardiac Ultrasonographer, Certified Occupational Therapy Assistant, CT Technologist, CT Technologist Lead, Echo Tech, Licensed Practical Nurse,

Mammography technician, Mammography Technician Sr., Medical Laboratory Technician, Multimodality Technologist, MRI Tech, MRI Technologist lead, Noninvasive Vascular Laboratory Tech, Nuclear Technologist, OR Technician, Or Technician Lead, Pharmacy Tech, Pharmacy Tech II, Physical Therapy Assistant, Radiographer, Radiographer Lead, Respiratory therapist, , Respiratory Therapist Lead, Special Procedures Tech, Ultrasound Tech Lead, but excluding all other employees, and guards and supervisors as defined by the Act.

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

### **Section 1.3 Definitions.**

- except* →
- ✓ (a) **Full-time Employees.** The terms “full-time employee” and “full-time employees” as used in this Agreement refer only to employees employed on a regular basis who are normally scheduled to work thirty-six (36) (12 hour shifts) or more hours per week or are normally scheduled to work thirty-two (32) (8 hour shifts) or more hours per week or who are normally scheduled to work forty (40) (10 hour shifts) or more hours per week.
  - ✓ (b) **Part-time Employees.** The terms “part-time employee” and “part-time employees” as used in this Agreement refer only to employees employed on a regular basis who are normally scheduled to work at least sixteen (16) hours per week, but less than thirty-two (32) hours per week.
  - ✓ (c) **Per Diem Employees.** The terms “per diem employee” and “per diem employees” as used in this Agreement refer only to employees who are employed on an “as needed” and “as available.” Within 30 days of the Date of Ratification of this Agreement, the parties shall meet to discuss per diem availability requirements.
  - ✓ (d) **Temporary Employees.** The terms “temporary employee” and “temporary employees” as used in this Agreement refer only to employees who are hired (i) to work for a specific period of time which normally will not exceed ninety (90) days or (ii) to replace an employee who is on a leave of absence. Temporary employees are not included in the bargaining unit described in Section 1.1.
  - ✓ (e) **Unit.** The term “unit” as used in this Agreement refers to a nursing unit in the Department of Nursing and to other departments within the Fatima Hospital facility in which bargaining unit members’ work. The list of units as of the date of this Agreement is entered into is set forth in Appendix C.

✓ **Section 1.4 Nondiscrimination.** The parties are mindful of their obligations under federal and state laws pertaining to discrimination and sexual harassment in employment and, accordingly,

the Employer and the Union agree that neither will discriminate against any employee with respect to matters relating to employment because of such employee's race, color, national origin, religion, sex, age, sexual orientation, gender identification, disability or activity with respect to the Union in violation of such federal or state laws.

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

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

#### **Section 1.6 Bargaining Unit Work**

✓ The performance of bargaining unit work by non-bargaining unit Employees shall not result in the erosion of the scope of the bargaining unit as set forth in Article 1 herein and shall not result in the displacement or layoff (defined as one shift or longer) of bargaining unit employees, unless there is an emergent situation, such as an act of God, preventing the Employer from being able to get a bargaining unit employee to perform the work within a reasonable period of time.

#### **Section 1.7 Successors and Assigns**

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

### **ARTICLE II.** **UNION ACTIVITIES**

✓ **Section 2.1 Participation in Union Activities.** The Employer will advise all newly hired employees, at the time of their employment, that the Union is their bargaining representative. The Employer and the Union recognize the right of any employee to become and remain a

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

**Section 2.2 New Hire Orientation.** During the new hire orientation, Employer shall provide the President of Local-5011 or her/his designee with thirty (30) minutes to orient each new hire to Local 5011. The President/designee shall provide each new hire with a packet containing the following information: the Collective Bargaining Agreement, the Constitution and Bylaws, a list of Local Officers, a UNAP calendar, a UNAP promotional brochure, the most recent UNAP and Local newsletters, a history of the Local, a letter regarding the dues structure, the President's business card, and a UNAP badge holder. It is understood that the Employer is providing the President/designee this opportunity conditional upon the President/designee not saying or presenting anything to new hires which will place Fatima Hospital or those associated with it in a negative light. Accordingly, the Union's right to speak at orientation may be terminated by the Employer, if the Employer determines that this condition has been violated. The Employer may have a representative present at each orientation by the Union President/designee.

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

**Section 2.4 Local Union Representatives.** The Union agrees to appoint, and the Employer agrees to recognize the Union President, the Grievance Chairperson, and three (3) other grievance committee members as local Union representatives who may deal with the Employer concerning problems arising under this Agreement and grievances at Step 2 and above. The Employer agrees to recognize Union Vice Presidents and unit representatives designated by the Union as local Union representatives who may deal with immediate supervisors concerning problems in their units and Step 1 grievance. The Union will notify the Employer of the local Union representatives' and designees' unit designations and authority and any change in either.

One (1) local Union representative and one (1) other employees who attends a jointly scheduled grievance hearing or arbitration hearing will not lose any pay for his/her regularly scheduled hours because of such attendance.

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

**Section 2.6 Bulletin Board** Subject to space availability, the Union may locate one 2' x 3' bulletin board supplied by the Union in each locker room utilized by bargaining unit employees. Such bulletin boards shall be used for posting of notices of Union meetings, Union elections and Union social events. No Union notices will be posted at locations other than these bulletin boards.

**Section 2.7 Dues Deductions.** Once per month, the Employer agrees to provide a list containing the name, date of hire, date of termination, shift, weekly hours, unit/department, job title, and known contact information (address, phone number, email address) for all employees in the bargaining unit. Dues deductions shall be in the amounts certified by the Union and shall be made in accordance with the terms of written authorization received from the employee. Withheld amounts will be forwarded to the designated Union officer during the calendar month following the month in which the actual withholding occurs, together with the record of the amount and the names of those for whom deductions have been made. The Employer shall not be required to make deductions with respect to an employee for a workweek in which the employee is on an approved leave of absence or layoff, or for which the employee shall not have received net wages at least equal to the deductions. The Employer shall cease to make deductions upon the employee's termination, transfer to a position not covered by this Agreement, or upon revocation of the authorization by the employee. The Hospital shall provide a monthly report to the Union containing the name, complete address, telephone number, email 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. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Employer for the purpose of complying with this Section.

**Section 2.8 Union Security.** All employees who are members of the Union on the effective date of this Agreement shall maintain their membership or pay agency fees during the term of this Agreement as a condition of continued employment. Beginning either on the 60<sup>th</sup> calendar day following the beginning of employment or the 60<sup>th</sup> day following the effective date of this Agreement, whichever is later, an employee must become and remain a member of the Union in good standing or pay agency fees. The Union shall indemnify, defend and save the Employer harmless against all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Employer for the purpose of complying with this Section.

**Section 2.9 Union Leave.** An employee who wishes to attend the Union's professional issues conference or convention may request and shall be granted Union leave in conformance with the vacation request practices applicable to the unit in which the employee works. Vacation scheduling will take priority over requests for Union leave. Each immediate supervisor will determine the maximum number of employees who may be scheduled off at any time based on the immediate supervisor's determination of staffing needs. Employees who are granted Union leave may take time without pay or use accrued paid vacation, holiday, and personal time off.

At request of the Union, the President of the Local Union shall be permitted a minimum of one (1) and a maximum of two (2) workdays per month out of his/her regular non-holiday weekday work schedule to carry out the business of the local union and to administer the collective bargaining agreement. The President of the local union will not be required to use President's Leave days to attend collective bargaining negotiation sessions. At the discretion of the Local union, the President may take the leave without pay, substitute paid leave or shall continue on the active payroll subject to the conditions below.

The President will continue on the active payroll while on President's Leave. The Employer will bill the Union monthly for the costs of all compensation (including, but not limited to, salaries, differentials, premiums, fringe benefits, insurance, pension, and taxes) attributable to days on Leave. The Union will remit a check to the Employer within two (2) weeks of being billed for the amount invoiced.

### **ARTICLE III.** **MANAGEMENT RIGHTS**

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

subcontract work; or use the services of auxiliary, temporary or volunteer employees; discharge, dismiss, suspend, demote, warn or otherwise discipline employees in accordance with Section 6.4.; require additional hours of work; institute, publish and republish, promulgate, implement, enforce and require adherence to rules, policies and procedures relating to any or all of its rights and prerogatives.

#### ARTICLE IV. CONTINUITY OF OPERATIONS

✓ **Section 4.1 No Strikes or Other Interferences.** The Union agrees that there will be no strikes of any kind whatsoever (whether general or sympathetic or otherwise), walkouts, stoppages of work, sit-downs or slowdowns, sick-outs or sit-ins, or any other interference with the Employer's activities or operations during the life of this Agreement. Neither the Union nor any officer, steward, or other agent or representative or member of the Union nor any employee shall engage in, induce, encourage, instigate, authorize, assist, aid, condone or participate in any violation of this Section 4.1. Violation of this Article shall constitute just cause for immediate termination. A discharge of an employee pursuant to this Article shall not be subject to the grievance and arbitration provision of this Agreement, except for the question of whether the employee engaged in conduct violative of this Article.

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

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

#### ARTICLE V. GRIEVANCE AND ARBITRATION

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

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

**Section 5.3 Grievance and Arbitration Procedure.**

- (a) **Definitions.** For the purpose of this Agreement, a “grievance” is a complaint by an employee that the Employer has interpreted or applied this Agreement in violation of a specific provision hereof and that such interpretation or application has adversely affected her or his interest as an employee under this Agreement, or by the Employer concerning the interpretation or application of this Agreement. The term “days” as used in this Section shall mean Monday through Friday, excluding holidays. Only grievances as defined in this Article are subject to grievance and arbitration hereunder. A grievance filed by the Employer against the Union may be initiated at Step 3 of the Grievance Procedure.
- (b) Any grievance which cannot be adjusted as contemplated by Section 5.2 shall be subject to resolution in the following manner:

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

**STEP 2.** If the aggrieved employee is not satisfied with the answer at Step 1, within seven (7) days after receipt of such answer, the grievance may be submitted in writing to the appropriate Department Head, as the case may be, or her or his designee will meet with the aggrieved employee and a local Union representative regarding the grievance and will give her or his answer in writing within seven (7) days after the conclusion of the meeting regarding the grievance.

**STEP 3.** If the aggrieved employee is not satisfied with the answer at Step 2, within seven (7) days after receipt of such answer, the grievance may be submitted in writing to the Human Resources Designee. The Human Resources Designee will meet with the aggrieved employee and a Union Representative regarding the grievance and will give his or her answer in writing within seven (7) days after the conclusion of the meeting regarding the grievance. A Grievance by the Employer against the Union may be filed with a designated Union representative within seven (7) days after the Employer first knew or should have known of the factual basis for the grievance.

**STEP 4.** If the Union or Employer are not satisfied with the answer to the grievance at Step 3, the Union may refer the grievance to arbitration by filing a Demand for Arbitration with the Labor Relations Connection and a copy with the Human Resources Designee, within thirty (30) days after receipt of the answer at Step 3. An Employer-initiated Demand for Arbitration shall be submitted to the Union representative designated to receive grievances in Step 3 above.



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

**Section 5.4 Union Grievance.** The Union may submit a grievance in writing at Step 1 with regard to a grievable matter which affects either the entire bargaining unit in precisely the same way or a group of fifteen (15) or more employees or all employees in a unit where the factual basis is precisely the same with respect to all members of the group. In order to be timely, a grievance must be filed within ten (10) days after any member of the unit/group knew or should have had reason to know of the factual basis for the grievance.

**Section 5.5 Arbitrator's Function and Authority.** The function of the arbitrator is to determine the interpretation and application of the specific provisions of this Agreement to the grievance as submitted in accordance with Section 5.3. There shall be no right in arbitration of a grievance to obtain, and no arbitrator shall have any authority or power directly or indirectly to award or determine, any change in, modification, or alteration of, addition to, or detraction from, any of the provisions of this Agreement.

**Section 5.6 Effect of Arbitrator's Decision.** Subject to the Employer's or Union's right to seek to set aside or modify an arbitrator's decision in court, the decision of the arbitrator shall be final and binding upon the Employer, the Union, and the aggrieved employee.

**Section 5.7 Rules.** Any arbitration hereunder shall be conducted in accordance with the rules of the Labor Relations Connection then applicable to voluntary labor arbitrations except to the extent that such rules may be in conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall govern.

**Section 5.8 Expenses.** The administration fees of the Labor Relations Connection and the fees and expenses of the arbitrator shall be shared equally by the parties.

**Section 5.9 Time Limits Mandatory.** The time limits provided for herein are mandatory. Any waiver or extension thereof must be in writing, signed by an authorized representative of the party who is granting such waiver or extension and is to be bound thereby. If a grievance is once settled or if it is not presented in writing or advanced to the next step of the grievance and arbitration procedure within the time limits provided for herein, it shall be considered closed and shall not thereafter be subject to the grievance procedure or arbitration hereunder. If an answer is not given within said time limits, the grievance shall be deemed denied on the date that such answer was due, and the grievance may then be referred to the next step.

**ARTICLE VI.**  
**EMPLOYMENT STATUS**

**Section 6.1 Probationary Period.** Each newly employed employee shall be deemed a probationary employee during her/his first ninety (90) days of continuous employment. Days lost from work during said ninety (90) day probationary period shall not be considered in computing the ninety (90) day period but shall not break the continuous employment. The Employer may, in its sole discretion, extend an employee's probationary period up to a maximum of ninety (90) days. The Employer will notify the Union in the event of an extension of the probationary period. During the probationary period, discipline, discharge, layoff, or transfer of the employee shall be at the sole discretion of the Employer without recourse under this Agreement. Grievances submitted by probationary employees shall be limited to whether the wage or economic fringe benefit provisions of the contract are being applied accurately to the employee.

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

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

The Employer shall not place or assign any employee with less than one year of licensure on orientation to any individual regular or overtime patient assignment until the employee completes orientation.

**Section 6.2 Seniority.** Employees who have completed their probationary periods shall have seniority. Employees shall be credited for all seniority prior to the effective date of this Agreement. Thereafter, seniority shall accrue based on continuous service in a job classification covered in the unit.

The most recent date of continuous service with the Employer, including any time outside the bargaining unit will continue to govern with respect to eligibility for service awards, leaves of absence, annual vacation accrual, retirement contributions, educational assistance and performance evaluations.

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

**Section 6.4 Discipline and Discharge.** An employee who has completed her/his probationary period will not receive any discipline or suspension or be demoted or discharged

without just cause. The Employer will make every reasonable effort to notify the Union within forty-eight (48) hours after a suspension or discharge, but the failure to do so shall not affect any disciplinary action taken.

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

The Employer shall notify the Union and the employee simultaneously when imposing disciplinary suspensions and terminations, provided the Union has not received advance notice of the disciplinary suspension or termination. The Employer shall notify the Union as soon as is practical when the employee is placed on investigatory leave.

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

The Employer will not consider a prior infraction for purposes of issuing subsequent discipline, as long as (1) the prior infraction was not the subject of a final warning or suspension, (2) fifteen (15) months have passed from the date of the infraction with no subsequent write-ups, and (3) the prior infraction was not related to caring or treatment (medical or service) of patients and their families/visitors may be considered for subsequent discipline. Nothing in this Article shall require the Employer to remove write-ups from an employee's personnel file.

**Section 6.5 Loss of Seniority.** Seniority and all rights and benefits under this Agreement shall terminate and be lost by the employee for the following reasons:

- (a) Voluntary resignation
- (b) Discharge in accordance with Section 6.4.
- (c) Failure on recall from layoff to report to work within seven (7) working days following the mailing of the notice of recall by certified mail to the employee to report to work.
- (d) After a layoff of twelve (12) months.

- (e) Other employment during a leave of absence, unless approved by the Employer, which approval shall not be unreasonably withheld.
- (f) Failure to return upon expiration of a leave of absence.
- (g) Absence from work for more than three (3) consecutive workdays without notifying the Employer before the expiration of said three (3) consecutive workdays.
- (h) Not performing any work for Employer for a period of one (1) year (365 days).

**Section 6.6 Seniority Lists.** The Employer will post and furnish to the Union, a seniority list within sixty (60) days of the signing of this agreement. A revised seniority list will be furnished to the Union and to the Local President effective the pay period ending closest to December 31, and June 30 of each year, unless, due to a reduction in the workforce, a list is otherwise required. An employee may protest her or his seniority within thirty (30) days after the list is posted.

**Section 6.7 Layoff.** When the Employer decides to reduce the workforce through a layoff, the Employer will designate the employees in the positions (job classification, unit, hours per week, and shifts) to be eliminated and the following procedures shall apply.

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

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

(i) The employee will have the option to displace either (a) the least senior employee in the employee's unit with the same shift irrespective of the number of hours per week, or (b) the least senior employee in the employee's unit with the same number of hours per week irrespective of shift;

(ii) If the employee does not displace pursuant to (i) above, the employee must displace the least senior employee in any unit with the same shift and the same number of hours per week;

(iii) If the employee is unable to displace pursuant to (ii) above, the employee must displace either (a) the least senior employee in any unit with the same shift irrespective of the number of hours per week, or (b) the least senior employee in any unit with the same number of hours per week irrespective of shift, the option of same shift or same number of hours per week to be the employees.

Employees who have been displaced as a result of the process set forth in paragraph (b)(i)-(iii) above, in seniority order, shall follow the procedure set forth in said paragraph (b)(i)-(iii).

In order to displace, an employee must be qualified and be more senior than the employee to be displaced. An employee who has been designated for layoff and is unable to displace will be laid off.

(c) The term “qualified” as used in this Section 6.7 means that the employee has the present ability to perform the essential functions of the job and, with an orientation not exceeding fourteen (14) calendar days, could perform the full range of duties in a competent manner.

(d) An employee who has been designated for layoff must exercise available options under (a) and (b) above within twenty-four (24) hours of notification that he/she has been designated for layoff.

(e) The Employer will continue to pay its share of the cost of medical and dental insurance coverage during the first three (3) months an employee is on layoff, provided the employee continues to pay her/his share of the cost.

**Section 6.8 Recall From Layoff.** Notices of vacancies will be sent to employees on layoff with recall rights and such employees shall have the right to apply and be considered for vacancies along with active employees. If the vacancy is not filled through the internal vacancy filling process, employees in the job classification and unit where the vacancy exists who are qualified as defined in subsection 6.7 above and who have recall rights will be recalled to the vacancy in order of their respective seniority. Such employees shall be recalled in order of their respective seniority. Recall rights shall apply for a period of one (1) year from the date of layoff, provided that an employee shall lose recall rights if she/he rejects recall to a position in her/his job classification and unit with the same shift and hours which the employee worked when she/he was laid off. While on layoff status, employees shall continue to be eligible to apply for vacant positions which are posted within the Fatima Hospital facility.

**Section 6.9 Personnel Files.** The Employer will maintain one official personnel file for formal personnel documents relating to an employee. An employee will be given reasonable access to his/her personnel file by prearrangement with the Human Resources office. An employee will be given a copy of any document to be added to his/her personnel file which is critical of the employee’s performance or conduct. The employee will be required to initial a copy of any such document. Such shall signify that the employee is aware of the document but shall not signify agreement with its contents. Copies of grievance procedure papers (grievance, answers, and appeals) shall be included in a file separate from the employee’s personnel file. Such papers shall not be considered in decisions regarding promotion, transfer, or assignment.

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

**Section 6.10 Performance Evaluation.** The Employer shall evaluate employees at least once within a one (1) year period. The employee will meet with the evaluating supervisor to discuss her/his performance/conduct. The employee will be given a copy of the official evaluation document. An employee who disagrees with the contents of the official evaluation document may submit a written statement which will be filed with the official evaluation document. The Employer shall have the right to determine the content and format of performance evaluations. The categories evaluated will take into account the duties and responsibilities included in the employee's job description. Except for disciplinary actions that are a consequence of evaluations, all matters relating to employee evaluations shall not be subject to the grievance and arbitration procedures in this Agreement.

**Section 6.11 Vacancies.** If the Employer decides to fill a vacancy in a bargaining unit position, the vacancy will be posted for a period of seven (7) calendar days, inclusive of weekends and holidays. Among qualified bargaining unit members who apply for a vacancy, the vacancy will be awarded based on the comparative ability and performance (collectively the qualifications) of the applicants. As between two (2) or more employee applicants whose qualifications are relatively equal, the position will be awarded to the applicant with the most seniority. The Employer may fill the vacancy with a non-bargaining unit member only if there are no qualified bargaining unit candidates. The Employer will provide intranet access, phone access, or job posting boards listing all current bargaining unit vacancies.

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

**Section 6.12 New Hire Orientation.** The Employer will provide all newly hired employees with an orientation. The Employer, in consultation with nurse educators and preceptors, will determine the content and extent of the unit orientation for a new hire, taking into account the new hire's skills and nursing experience. Before taking an independent assignment, new hires will be oriented to essential unit policies and procedures, equipment, and location, and the frequently occurring activities necessary for the new hire to function competently. All employees are expected to support, guide, and serve as a resource to new hires and to work to provide a climate in which new hires are encouraged to seek their assistance when they have questions or are exposed to a policy or procedure which is new to them.

**ARTICLE VII.**  
**HOURS OF WORK**

**Section 7.1 Basic Workweek.** The basic work week for full-time employees consists of thirty-two (32) or thirty-six (36) or forty (40) hours of work per week. The workweek consists of the seven consecutive days beginning with the day shift on Sunday. The basic schedule for full-time employees shall include two days off in each week. The basic day for full-time employees shall consist of shifts of eight, ten or twelve hours of work per day. The basic workday is the twenty-four hour period beginning with the start of the day shift.

**Section 7.2 Normal Work Schedule.**

(a) The normal workweek for full-time employees shall be thirty-two (32) or thirty six (36) or forty (40) hours inclusive in all cases, of a thirty (30) minute duty-free meal period. An employee is entitled to receive one (1) fifteen (15) minute paid rest break during each full shift. Part-time employees working a shift of eight (8) hours or more shall be entitled to a duty-free thirty (30) minute meal period and one (1) fifteen (15) minute rest break.

**Section 7.4 Employee Work Schedules.**

A. The parties recognize that the operating needs of the Employer require that the Employer be free to schedule employees consistent with those operating needs and consistent with the provisions of this Article. Before making any permanent schedule change, within a seven (7) day period following notice to the Union, the Employer will meet and confer with the Union regarding the permanent schedule change. An employee will be given at least thirty (30) calendar days' notice of any permanent schedule change. The Employer will first seek volunteers from among the employees in the group affected by a schedule change and, if there are not sufficient volunteers, will either select the least senior qualified employees from among such employees or rotate the assignment until the next vacancy arises on that shift at which time the rotating hours will be the posted position. Any changes in an employee's shift hours will be limited to hours falling within the definition of shifts in this Article.

Changes to an employee's hours of work, which result in a change to non-benefited status or a change in status from full-time to part-time or per diem, or from part-time to full-time or per diem, shall be considered eligible to apply the layoff provisions of the CBA, including the right to bump less senior employees in accordance with the provisions outlined in the CBA and preference for vacant positions, should the employee not wish to accept the change in hours and/or status.

B. **THIS WILL APPLY IN** In A work schedule shall be posted at least two 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 six

(6) weeks. For unplanned circumstances such as resignations or absences, when changes to the posted schedule are necessary, they would affect employees in inverse order of seniority among the available, qualified employees on a rotating basis.

Work schedules will normally be maintained so that a department continuously has six (6) weeks of current time schedules. In the event of conflicting requests within a particular unit, preference normally will be given to the most senior employee. The Employer will make a good faith effort to avoid making changes in posted schedules. However, if the Employer determines that, due to unusual circumstances, operating needs require an employee's or employees' schedule(s) to be changed, the employee(s) on the unit affected will make a good faith effort to accommodate the change. If despite such good faith effort, the Employer's needs are not accommodated, the Employer may proceed with the schedule change(s) and the employee(s) affected will have the right to grieve the appropriateness of the change(s). Such changes would be made only after every effort has been made to provide alternate means of coverage including, but not limited to the solicitation of volunteers, assignment of per diems or assignment of permanent floats. Any such schedule change(s) will, to the extent practicable, be rotated equitably among available staff.

✓ **C. Swaps.** An employee may exchange a work schedule with another qualified employee with the knowledge and consent of the employee's supervisor.

**Section 7.5 Basic Shifts.** The following shifts are applicable to all bargaining unit members.

The basic eight-hour work shifts are as follows:

Day shifts shall begin at or after 7:00 a.m. and end at or before 3:30 p.m.

Evening shifts shall begin at or after 3:00 p.m. and end at or before 11:30 p.m.

Night shifts shall begin at or after 11:00 p.m. and end at or before 7:30 a.m.

The basic twelve-hour shifts are as follows:

Day shifts shall begin at or after 7:00 a.m. and end at or before 7:30 p.m.

Evening shifts shall begin at or after 3:00 p.m. and end at or before 3:30 a.m.

✓ Night shifts shall begin at or after 7:00 p.m. and end at or before 7:30 a.m.

To the extent that there are employees currently working shifts in variance with the basic shifts, those shifts may be continued.



✓ The Employer may create and post shifts that differ from the above only after providing the Union with two weeks' notice and the opportunity to meet and discuss. No bargaining unit member shall be required to work a shift that falls outside the above hours.

✓ **Section 7.5 Weekends.** Employees who are assigned to work weekends will not be required to work more than twenty-six (26) weekends in a calendar year and will normally be scheduled so that they receive every other weekend (7:00 a.m. Saturday to 7:00 a.m. Monday) off. Notwithstanding the foregoing, employees may be hired or may fill positions which involve them working more frequently than set forth above and current employees may volunteer to work more frequently than set forth above. Weekend work applies to all work areas and departments as the Employer, its sole judgment, deems warranted.

✓ **Section 7.6 On-Call.** The following provisions apply to mandatory and voluntary call: Employees who are on call who report to work after being called in will be paid a minimum of four (4) hours, regardless of the duration of the assignment. This payment shall be at the employee's regular base hourly rate.

Nonexempt employees on-call who report to work after being called in will receive the shift differential applicable to that shift when the call assignment is at least four hours in duration. Employees shall not be required to be on call following a 12 hour shift unless mutually agreed upon between the employee and her/his supervisor, provided that staffing levels are such that the employee can be allowed off.

✓ If an on-call assignment results in an employee working 16 consecutive hours, she/he will be offered her/his next shift off if that shift is on the following day.

✓ 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 to 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 her/his supervisor of the option chosen before leaving the conclusion of the on-call assignment.

✓ On call rates shall be status quo

✓ **Section 7.7 Rotation.**

Rotating to another shift shall be voluntary.

**7.8 Floating Between Campuses**

April 9, 2024 3:00 pm

16

Regulate  
Flexibility

Employees shall not be required to float outside of Our Lady of Fatima Hospital. Notwithstanding the above, the Employer may continue requiring employees to float outside of Our Lady of Fatima Hospital, provided that it was doing so at the time of the NLRB election that led to the certification of this bargaining unit. The Employer agrees that such floating will be performed in the same manner that it currently is performed, and it shall not be expanded to additional employees. The Employer shall be permitted to hire individuals into positions that include a "floating" requirement in the job description.

### **7.9 Cancellation of Shift**

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

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

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

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

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

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

Floating Within Hospital

Section 7.8 Floating. The Employer will consider available resources, employee qualifications and experience, and patient care need when making floating assignments. An employee who is floated to a different unit will not be required to perform any duties which the employee is not competent to perform. The Employer will distribute floating assignments equitably among employees on a shift within a unit in order of inverse seniority on a rotating basis who possesses the necessary qualifications and experience. The Employer will endeavor to float employee(s) working an extra shift(s), per diems and travelers before regular staff are floated. The Employer agrees that it will not float employees out of or into a behavioral health unit, unless patient care needs require the Employer to do so.

New hires in their probationary period shall not be floated for the duration of their probationary period.

Employees shall not be required to float to positions other than positions of their own job classification.



✓ the employee to work. If management is unable to reach the employee in such manner, management shall fulfil staffing needs in another manner consistent with this Agreement.

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

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

## ARTICLE VIII. OVERTIME

### Section 8.1      **Overtime Pay.**

✓ Time worked in excess of forty (40) hours in one week will be paid at time and one-half.

Non-exempt ~~full-time~~ employees shall be paid overtime at time and one-half their base hourly rate for hours worked past the end of their scheduled shift. With regard to such daily overtime, such time worked will be paid at the overtime rate, provided the employee works thirty (30) minutes or longer past the end of their shift, in which case all hours worked past the end of the employee's shift will be paid at time and one-half. Notwithstanding the above, if a nurse stays past the end of their shift for less than fifteen (15) minutes past the end of their shift either at the direction of management or under the approval of management, that time will be paid at the overtime rate.

5/1/23  
KWB

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

✓ **Section 8.3**    Paid Time as Hours Worked. The current practice of whether paid time off counts as hours worked shall continue. An employee who works a double shift and who is scheduled to work another shift within sixteen (16) hours after the end of the double shift will have the option to be relieved without pay from working the other shift.

✓ **Section 8.4**    Mandatory Overtime. In accordance with Rhode Island statute, members shall not be mandated to work overtime, except as permitted by the statute.

**Section 8.5**    Extra Time. A volunteer sign-up sheet, or e-mail sign-up system, or similar system for extra time should be provided on each unit with each schedule.

✓ Extra hours (unfilled hours on a schedule after all full and part time employees have received their standard hours, and per diems have received their minimum required hours) shall be offered equitably to employees on the basis of seniority. Extra hours should first be offered to the most senior employee and if not accepted then to the remaining employees by descending order of seniority. Roger Williams employees may pick up hours at Fatima provided the hours were first offered to Fatima employees at both straight time and overtime.

**ARTICLE IX.**  
**SALARIES AND DIFFERENTIALS**

**Section 9.1 Wages**

Effective the first full payroll period following the Date of Ratification of this Agreement, all bargaining unit employees shall receive increases to their base hourly wage rate as follows: Three percent (3%) across-the-board, and one percent (1%) “experience increase.”

On the first full payroll period following the Date of Ratification of this Agreement, all non-probationary bargaining unit employees shall receive a one-time, non-recurring ratification bonus in the amount of 1% of the employee’s 2023 W-2 gross wages from the Employer.

On April 1, 2025, all bargaining unit employees shall receive a two percent (2%) increase to their base hourly wage rate.

On April 1, 2025, all bargaining unit employees who have attained twenty-five (25) or more years of service by that date shall receive a one-time, non-recurring “longevity” bonys in the amount of the employee’s 2024 W-2 gross wages from the Employer.

↗  
2%

The Employer and Union agree to incorporate the terms in this Tentative Agreement into full collective bargaining agreements for each of these bargaining units, the terms of which were previously agreed on April 4, 2024.

✓ **Section 9.2 Market Increase Adjustments** The Employer reserves the right, in its sole discretion, to implement market increase adjustments for particular job classifications. The Employer will give the Union advance notice of any market increase adjustment.

✓ **Section 9.4 Shift Differential.**

(a) **Status quo**

✓ **Section 9.5 Weekend Differential.** Status quo

✓ **Section 9.6** Float Differential Status quo

✓ **Section 9.7** Charge. Status quo

✓ **Section 9.7 (a)** Lead Pay Status quo

✓ **Section 9.8** Time Recording. Employees are responsible for ensuring that they use the time recording devices both at the start of their shift and at the end of their shift and that their entry has been recorded. In cases of a verified mechanical failure of the time recording device, employees will receive their pay as soon as practicable and will not be required to wait until the next pay period.

✓ **Section 9.9** Preceptor Provision. Status quo

**ARTICLE X.**  
**HOLIDAYS**

✓ **Section 10.1.** Paid Holidays. Full-time employees will be eligible for the following ten (10) paid holidays:

New Year's Day	Labor Day
President's Day	Indigenous People's Day
Memorial Day	Veteran's Day
Independence Day	Thanksgiving Day
Victory Day	Christmas Day

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

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

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

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

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

✓ **Section 10.4. Work on a Holiday.** Full time nonexempt employees who work the holiday will be paid at their regular base rate for all hours worked on the holiday. In addition, full-time employees will have the choice of receiving a substitute day off with pay or pay for double time for time worked on the holiday. Part time nonexempt employees working a holiday shall receive double time when working a holiday in lieu of a substitute day off.

✓ **Section 10.5. Holidays Which Fall on a Day a Full-Time Employee Is Not Scheduled to Work.** If a holiday falls on a full-time Employee's regular day off, the employee will receive a substitute day off with pay, which must be used within 90 days (if the day is not used within 90 days, it shall be paid out).

✓ The Hospital will maintain a request list by which 12-hour employees may request time off in four (4) hour increments. Such requests must be made to the staffing office at least 48 hours before the holiday and requests will be granted by seniority and applies to all holidays.

## **ARTICLE XI. VACATION**

### **11.1 Accrual.**

Full-time and regular part-time benefit eligible (as defined in the Handbook) employees shall accrue vacation as per the following:

Nonexempt (prorated if less than 40 hours per week):



Length of Continuous Employment	Rate of Accrual per worked Hour*	Maximum Weekly Accrual	Maximum Annual Accrual
0 to 3 years	.038 Hours	1.54 Hours	80 Hours (2 weeks)
4 to 10 years	.0577 Hours	2.308 Hours	120 Hours (3 weeks)
11 to 25 years	.077 Hours	3.076 Hours	160 Hours (4 weeks)
Over 25 years	.0962 Hours	3.849 Hours	200 Hours (5 weeks)

\* up to a cap of 40 hours

Exempt (prorated if less than 40 hours per week):

0 to 10 years	.038 Hours	2.308 Hours	15 days
11 to 25 years	.0577 Hours	3.076 Hours	20 days
Over 25 years	.0962 Hours	3.849 Hours	25 days

## 11.2 Calculation.

- ✓ Payment of vacation will be at the employee's regular straight time rate of pay, plus evening or night shift differentials for employees regularly assigned to evening or night shifts, up to the employee's scheduled hours for each vacation day.
- ✓ Whenever an employee's vacation accrual rate changes, the employee's new accrual rate will begin with the first pay period following the date of the change.

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

## 11.3 Payment.

- ✓ When an employer recognized holiday occurs during an employee's scheduled vacation, the day will be paid as holiday time instead of vacation time.
- ✓ If an employee is called to Jury Duty at a time which coincides with a scheduled vacation, the vacation will be rescheduled.

## 11.4 Scheduling.

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

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

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

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

#### 11.5 Vacation Restoration.

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

#### 11.6 Weekend Work.

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

#### 11.7 Carryover of Accrued Vacation.

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

## 11.8 Termination of Employment.

✓ Employees who have completed one year of service will have all accrued unused vacation time (as earned through the last day of employment) paid on their final check.

## ARTICLE XII SICK LEAVE

### 12.1 Entitlement - Eligibility.

✓ All full time and regular part time benefit eligible employees shall be eligible to accumulate paid sick time as provided herein. Probationary employees will  
✓ accumulate paid sick time during their probationary period but may not use it until after the completion of their probation. [Of these days, two days shall be personal days for full-timers (8 sick), and one day shall be a personal day (9 sick days prorated) for regular part-time employees, with a maximum of 20 days/160 hours.]

Employees shall accrue paid sick time as per the following:

.0385 hours per paid work hour

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

### 12.2 Utilization.

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

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

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

**ARTICLE XII.**  
**INSURANCE**

**Medical Insurance**

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

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

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

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

**Dental & Vision Insurance**

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

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

### Life Insurance

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

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

### Long Term Disability

✓ The Employer shall provide long-term disability insurance Benefits, which shall be paid for by eligible employees. The 2023 plan design is set forth in Appendix A. Notwithstanding, nothing herein shall otherwise preclude the Employer from making changes to the above plans provided such changes result in benefits that are substantially equivalent to those in effect as of the date of this Agreement.

### ARTICLE XIII. RETIREMENT

✓ Parties agree to status quo

### ARTICLE XV. OTHER BENEFITS

✓ **Section 15.1 Miscellaneous Benefits.** The Employer provides an employee assistance program and discounts for Hospital services. No change will be made in these programs without first advising the Union and, upon request, fulfilling any bargaining obligations the Employer may have.

✓ **Section 15.2 Jury Duty Pay.** An employee who has completed her/his probationary period is eligible for jury duty pay. The Employer will pay an employee the difference between the amount received for jury duty and the amount the employee would have earned at their base rate of pay plus shift differential for employees who are assigned to work permanent evening and night shifts for each day of jury service on which the employee was scheduled to work. To be eligible for payment under this section, an employee must furnish documentary evidence from the court which sets forth the amount of such fees received by the employee as a juror.

✓ **Section 15.3 Subpoena Pay.** An employee who is subpoenaed and appears as a witness in any court or agency proceeding which arose out of or as a result of the employee's employment will be paid at her/his base hourly rate for the time required for such appearance and testimony.

**Section 15.4 Bereavement Leave.** A full-time or part-time employee who has completed thirty (30) days of continuous employment and who suffers a death in the family will be granted time off without loss of pay, not to exceed a maximum of three (3) scheduled workdays. Such leave will be allowed within seven (7) days after the date of death. "Day" for purposes of this section is defined as the length of the employee's normal shift (e.g., eight (8) hours, ten (10) hours, or twelve (12) hours).

The family includes parent, spouse, brother, sister and child, daughter-in-law, son-in-law, father-in-law and mother-in-law, brother-in-law, sister-in-law, or grandparent, or any of the foregoing where there is a step relation or any other relative who is a member of the employee's household.

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

**Section 15.5 Annual Military Reserve Training.** A full-time employee who has completed at least twelve (12) continuous months of employment and who is required to attend annual military reserve training as a member of the Armed Force Reserves or National Guard will be paid the difference between the employee's military training pay received for the period of training and her/his regular pay computed at the employee's base rate plus shift differential for employees who are assigned to work permanent evening and night shifts and based on the regularly scheduled hours which the employee would have worked during the period. An employee shall not receive supplemental pay for more than fifteen (15) days on which the employee would have worked in any calendar year. Payment will be made following receipt of documentation evidencing the military pay received.

✓ **Section 15.6 Educational Assistance** Status quo

**Section 15.7 Mandatory In-Service Education Programs.** Employees are required to attend mandatory in-service education programs for their area of practice. Employees who are unable to attend a scheduled mandatory program will be required to attend a make-up program as scheduled by the employee's supervisor no later than 30 days before the deadline for completion of such mandatory program. An employee who fails to successfully complete a mandatory program associated with her/his area of practice within required time frames will not be allowed to continue to practice in her/his position until such a mandatory program has been successfully completed. The employee's supervisor shall provide written notice of the make-up program and written notice that failure to attend the program will result in the employee not being allowed to continue to practice in her/his position until she/he has successfully completed the mandatory program. The Employer will make mandatory programs accessible to employees during paid time. The Employer will make available to employees a schedule of in-service program offerings.

**ARTICLE XVI.**  
**JOINT COMMITTEE**

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

**Section 16.2** The Employer shall provide members of administration to address the joint labor-management committee that will be able to address agenda items, i.e. Director of Safety, Benefits Administrator.

**Job Description Revisions.** Any proposed change to the job descriptions of bargaining unit members shall be presented to the Joint Committee for the Joint Committee's consideration and recommendation. The Employer shall consider any written Joint Committee recommendations prior to implementing any proposed change. If the person authorized by the Employer to implement any proposed changes to job descriptions of bargaining unit members is not a member of the Joint Committee, then that person shall set forth in writing reasons for adopting or not adopting any recommendation of the Joint Committee.

**ARTICLE XVII.**  
**HEALTH AND SAFETY**

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

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

commitment. The Hospital further recognizes and is committed to, providing a safe and secure workplace for these caregivers.

**Section 17.2** To this end, the Hospital agrees to the following in furtherance of its commitment to the prevention of workplace violence;

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

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

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

#### **ARTICLE XVIII** **SEPARABILITY**

**Section 18.1** 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 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 are not declared invalid and 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 XIX** **LEAVE OF ABSENCE**

**Section 19.1 General.** Leaves of Absence are continuous periods of absence from work, whether paid or unpaid, for the reasons set forth in this Article.

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

**Length of Continuous Employment**

**Maximum Leave**



**1 year - 5 years**  
**5 years - 10 years**  
**10 years**

**26 work weeks**  
**39 work weeks**  
**52 work weeks**

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

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

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

family member to travel outside normal commuting distance for purposes of obtaining the second or third medical opinion, except in very unusual circumstances.

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

**Section 19.3 Parental/Family Leave.** Leaves for purposes of maternity, adoption, child-rearing, and for the serious health condition or death of a member of the employee's immediate family (parent, spouse, child, parent-in-law) will be granted for up to thirteen (13) workweeks and employees will be reinstated to the position which they held at the start of the leave. If an employee is returning from a leave that has extended beyond thirteen (13) workweeks, the employee will be offered the opportunity to fill available vacancies for which the employee is qualified. If there are none, the employee will be eligible to bid on vacancies that arise for a period of twelve (12) months from the date the employee is available to return to work. Sick time and vacation time accruals and benefits continuation shall be as set forth in Section 15.2 above. Intermittent and reduced schedule leave as defined in Section 15.2 above shall be available to an employee to care for a member of the employee's immediate family with a serious health condition. If possible, the employee's schedule should meet the needs of the employee and the Employer. Intermittent and reduced schedule leave for other parental/family reasons shall be subject to the Employer's approval at its sole discretion. Medical certification may be required for leaves due to a serious health condition of a member of the employee's immediate family.

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

**Section 19.4 Worker's Compensation Leave.** An employee who is absent because of a workplace accident will be granted a leave of absence for up to one (1) year. Reinstatement shall be in accordance with Rhode Island law. Sick time and vacation time accruals shall be as set forth in Section 15.1 above. Benefit continuation shall be in accordance with Rhode Island law.

**Section 19.5 Educational Leave.** Subject to the Employer's operating needs, as determined by the current educational policy as identified in the Hospital's policy #HR-500-00010-C, a leave of absence for educational purposes may be granted by the Employer for a period up to the applicable maximum period shown in the schedule in Section 14.1 above. Available accrued vacation time must be used during an education leave. There is no accrual of paid time off for vacation or sick leave during such a leave. The full cost of insurance benefits, to the extent that

such are available to employees during an educational leave, shall be paid by the employee. The Employer will not hold open the position the employee held at the start of the leave and the employee is not assured of reinstatement at the end of the leave.

✓ **Section 19.7 Personal Leave.** Subject to the Employer's operating needs, as determined by the Employer, a personal leave of absence may be granted by the Employer for compelling personal reasons for a period not to exceed thirteen (13) weeks. Available accrued vacation must be used during a personal leave of absence. There is no accrual of paid time off for vacation or sick leave during such a leave. The full cost of insurance benefits, to the extent that such are available to employees during a personal leave, shall be paid by the employee after thirty (30) days. The Employer will not hold open the position the employee held at the start of the leave. The employee is not assured of reinstatement at the end of the leave.

**ARTICLE XX.**  
**PRINTING OF THE AGREEMENT**

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

**ARTICLE XXI.**  
**CLOSINGS AND TRANSFERS**

✓ **Section 21.1** If the employer decides to close a unit or department or transfer, consolidate or merge all or part of a Fatima service or program and locate it at another Employer facility, the Employer will notify the at least forty-five (45) days in advance of the implementation of the decision. Upon request, the Employer will meet with the Union to discuss the effects of the decision upon bargaining unit members. Section \_\_ (Layoff) will apply to employees whose positions are eliminated as a result of the Employer's decision. In the alternative in a transfer, consolidation, or merger, such employees will be given first preference for any vacancies at the other Employer facility in the service or program which is transferred, consolidated, or merged. Similarly, if a service or program is discontinued in whole or in part at another Employer facility and is transferred, consolidated, or merged at the Fatima facility, affected Employees from the other facility will be given first preference for any vacancies in the transferred, consolidated, or merged service or program at the Fatima facility. Any Employee who transfers to another Employer facility as a result of any such organizational change described herein will be given full service and seniority credit for time worked at the Fatima facility but will no longer be a member of the bargaining unit at the Fatima facility. Correspondingly, any employee who transfers to the Fatima facility as a result of any such change will be given service and seniority credit for time worked at the other facility but will become a member of the bargaining unit covered by this Agreement. Appendix XX contains a list of Employer satellite facilities as of October 1, 2022 (list is subject to change).

✓ **Section 21.2 Vacancies at Other Employer Facilities.** An employee who is laid off as a result of the discontinuance in whole or in part of a service or program at the Fatima facility shall be given first preference of the external applicants for vacancies at other Employer facilities. Such preference shall be given only if the employee who has been laid off is fully qualified to perform the duties of the vacant position.

✓ **Section 21.3 Service and Seniority Credit.** Service and seniority credit shall be determined in accordance with Section 6.2 of this Agreement.

✓ **Section 21.4 Temporary Transfers.** An employee who is transferred temporarily to another facility of the Employer will retain her/his bargaining unit status. A non-bargaining unit employee from another facility of the Employer who is transferred temporarily to the Fatima facility to perform work within the scope of the work performed by bargaining unit employees will retain her/his non-bargaining unit status. If a temporary transfer exceeds three (3) months and the nurse from another facility works a majority of his/her hours at the facility, then the employee will become part of Fatima facility bargaining unit. Any temporary assignment will not cause the displacement of any full-time, part-time, or limited part-time Employee at the facility to which the nurse is temporarily assigned.

✓ **Section 21.5 New Joint Ventures.** The parties agree that, if the Fatima facility enters into new joint ventures with other healthcare entities, the Employer will bargain with the Union if the joint venture would affect the terms and conditions of employment of any nurse employed at the Fatima facility.

✓ **Section 21.6 Union Representation.** If the Employer transfers a service or program to a new site and if the Union makes a claim that it represents a majority of employees in an appropriate bargaining unit, the Employer will determine whether it believes that the Union does represent a majority of employees in an appropriate unit. If the Employer agrees with the Union, the Employer will recognize the Union. If the Employer does not agree with the Union, the Employer will cooperate in the processing of any representation petition before the NLRB.

✓ **Section 21.7 Reciprocal Agreement.** This article shall be contingent upon a reciprocal agreement at the other facility, if necessary.

✓ **Section 21.8 Closures and Relocations.** If the employer decides to close a unit or department in which bargaining unit employees are employed, the Employer will notify the President of the Union at least forty-five (45) days in advance of the implementation of the decision and, upon request, meet with the Union to discuss the effects of the decision upon bargaining unit employees.

**Section 21.9 Preference for Vacancies.** An employee who is laid off as a result of closing a unit or department will be given preference for bargaining unit vacancies in the classification the employee held at the time of layoff, provided the employee is qualified as defined in Section 6.7(c).

Article XXII – Duration

4/4/24 - 6/30/25

Open



Side Letter – Subcontracting

The Employer agrees that during the life of this agreement (effective from April 2024 through June 30, 2025), it shall not subcontract bargaining unit work. The Employer shall not be precluded from using nonunit employees on a temporary basis where there is an insufficient number of bargaining unit employees to perform the work. The Employer agrees that it will not, in any circumstance, subcontract work in a manner that causes bargaining unit employees to be laid off.