



**COPLEY
HOSPITAL**



AGREEMENT

Between

COPLEY HOSPITAL

And

COPLEY HOSPITAL UNITED

NURSES AND ALLIED

PROFESSIONALS

February 18, 2026 – June 15, 2028

LOCAL 5109

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to wages, hours or conditions of employment whether or not specifically included in this Agreement or discussed during the negotiations preceding the execution of this agreement.

ARTICLE 4: NON-DISCRIMINATION

The Hospital and the Union agree that there will be no discrimination in violation of any law/Hospital policy on the basis of an employee's age, race, creed, color, sex, marital status, national origin, ancestry, disability, veteran status, parental status, medical condition, genetic information, gender identity, or sexual orientation, or Union activity or any other characteristic protected by law.

All references to gender contained in this Agreement shall be construed as being equally applicable, without reservation, to both male and female employees.

The Hospital and the Union agree that no employee shall be subjected to sexual harassment in violation of applicable law/Hospital policy.

ARTICLE 5: MANAGEMENT RIGHTS

Except as limited by express provisions of this Agreement, the Union and the Hospital agree that all rights, powers or responsibilities of the Hospital existing before the execution of the Agreement are retained by the Hospital and that these rights, powers and responsibilities shall belong solely and exclusively to the Hospital during the term of this Agreement including, but not limited to, the right to manage the Hospital's business and property, the right to determine the standards of service to be provided and standards of productivity and performance of its employees, the right to determine nursing, teaching and other professional standards and methods, the right to determine the size and composition of the work force including the utilization of contract/agency employees, to determine educational standards, to decide the number and location of offices, buildings, facilities and physical plant, to decide the quantity and type of equipment to be used in its operations, to determine the speed of such equipment and the content of job classifications, to promulgate rules and regulations, to select supervisory and managerial employees, to contract out work, to determine the time for work, staffing patterns and work areas, to determine the method and place of performing work including the introduction of improved production methods or facilities, to determine the scheduling of work and work breaks, to determine whether work shall be performed by Bargaining Unit employees or others, to establish standards of quality and quantity for work to be done, to determine whether any part of the whole of its operations shall continue to operate; to establish, change or abolish any classification or service, to maintain order and efficiency in its facilities and operations, to discharge probationary employees, to determine the duties of employees, to hire, to lay off, to assign, to transfer, to determine the qualifications of employees, to promote employees, to discipline, demote, suspend or discharge employees for just cause, to determine the starting and quitting times, to require overtime, to determine the number of hours to be worked, and to subcontract work. None of the exercise of these rights shall be done in an arbitrary or capricious manner.

Nothing in the Agreement shall be construed to restrict Management's rights to utilize supervisors and other managers in the performance of work normally performed by

ARTICLE 7: DEFINITIONS

Class I – Full Time

Class I employees are those who are regularly scheduled to work 72 or more hours in a regularly scheduled two-week work period. These employees include 0.9 FTE through 1.0 FTE (Full-Time Equivalent) employees.

Class II – Special Part Time

Class II employees are employees who are regularly scheduled to work 40, but less than 72, hours in a regularly scheduled two-week work period. These part-time employees include 0.5 through 0.9 FTE employees.

Class III – Part-Time

Class III employees are part-time employees who are regularly scheduled to work less than 40 hours in a regularly scheduled two-week work period. These employees include 0.2 FTE through 0.4 FTE employees.

Class IV – Temporary

Class IV employees are those who are hired on a temporary basis not to exceed six (6) months in duration. These employees are not in the Bargaining Unit and are not covered by this agreement. Class IV employees excludes Class I, II, III and V employees who have been assigned to a temporary position within the Bargaining Unit.

Class V – Per Diem

Class V employees are per diem employees who are employed to work on an as-needed basis and may be called in according to the need as determined by the Hospital. Per diem employees are required to work an average of 16 hours per month. Employees who have not worked in a three-month period of time and have not documented their intent to remain per diem to their supervisor during that time may be terminated.

Supervisor

Any reference to a Supervisor shall refer to the employee's immediate Unit Supervisor, and it shall not refer to another Bargaining Unit employee.

The posted lists will conclusively establish an employee's seniority unless the employee protests it in writing within thirty (30) days after posting.

Loss of Seniority

An employee shall lose all seniority if:

- a. S/he voluntarily quits or retires and is not rehired within thirty (30) days.
- b. S/he is discharged and not reinstated.
- c. S/he is laid off or off the active payroll for any reason for eighteen (18) months or the length of Seniority, whichever is shorter.
- d. S/he is absent beyond the agreed period of Leave of Absence without prior written approval from the Hospital.
- e. S/he is absent two (2) consecutive scheduled workdays without notifying the Hospital unless the employee can demonstrate a physical inability to contact the Hospital.
- f. S/he is laid off and fails to report for work within five (5) working days after receipt of a notification to report to work, or ten (10) working days after receipt of a notification to report to work if the recalled employee must provide a fourteen (14) calendar day notice to another employer.
- g. S/he is laid off and cannot be notified at the address on file with the Hospital at the time s/he is subject to recall;
- h. The employee gives a false reason for a Leave of Absence.
- i. The employee engages in other employment which is in conflict with the stated purpose of a Leave of Absence.

assignment is completed within eight (8) hours of the regularly scheduled work start time the employee may report to work at the regularly scheduled time or report to work no later than ten (10) hours after the call-in assignment was completed, in which case the employee may elect to take unpaid time, use ETO or the Supervisor may elect to approve VTO. The employee is responsible for notifying the Supervisor of the start-time option chosen as soon as possible, but in no case later than upon completion of the call-in assignment. The provisions of this section will not apply if the first call for the call-in assignment is within three (3) hours of the beginning of the regularly scheduled work start time.

Work Schedules:

1. A work schedule for employees will be posted by the Hospital at least twelve (12) days in advance of the first day on which the schedule is to become effective. The specific work schedule shall cover a period of at least four weeks.
2. For unplanned circumstances, such as resignations or leaves of absence, when changes to the schedule are necessary, the following will occur:
 - a. the Hospital may seek qualified volunteers to fill the vacant shifts
 - b. the schedule changes will be made by the Supervisor or designee, and s/he will do so among the available, qualified employees on a rotating basis.
3. A request off book will be located in each department in an accessible area designated by the supervisor where all requests for time off must be submitted in writing six (6) weeks prior to the beginning date of the new schedule. The supervisor may elect to use an electronic format for the request off book. Any arrangements for time off after this six (6) week time frame will be the responsibility of the employee and shall be made after the schedule is posted. Requests to switch shifts will be submitted to the Supervisor and/or designee a minimum of twenty-four (24) hours in advance of the desired change. In emergent situations, this twenty-four (24) hour requirement may be waived. Employees will be allowed to switch shifts or find their own replacement provided:
 - a. The replacement is qualified to do the work, as determined by the Hospital, and
 - b. Overtime is not incurred by either party, unless approved by the Hospital and
 - c. The Request must be submitted and approved by the Unit Leader and/or designee in advance of the change; and
 - d. There is no adverse impact on any other schedule as a result of this change.

Once such a change is made, the employees who have agreed to switch shifts are responsible for their newly agreed upon schedule.

Once the schedule has been posted, per diem employees may not cancel.

4. In response to decreases in workload, census and/or other such factors, and with the prior approval of the Supervisor on duty, an employee may volunteer to stop working and either:

Weekends

1. Class I, II and III employees will not be required to work more than twenty-six (26) weekends each calendar year, except in an emergency, unless hired for a weekend position. The Hospital will endeavor to grant every other weekend off. The Hospital agrees to a premium pay arrangement for Class I, II, and III employees of \$2.00 per hour, in addition to the weekend shift differential specified in Article 18, for the twenty-fifth (25th) and twenty-sixth (26th) weekends per year, provided that documentation is given to their manager with regard to the number of additional weekends worked. If an employee wishes to work more than twenty-six (26) weekends per calendar year on a voluntary basis, s/he may do so with the approval of the Hospital but without benefit of premium pay as specified above.

Holidays

During the term of this agreement, the following shall be observed as holidays:

New Year's Day
Memorial Day (Federally observed)
July 4th
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

Holidays are observed commencing 0700 the day of the holiday through 0730 of the following day, except New Year's Day and Christmas Day, which commence at 1900 of the day before the holiday and end at 1930 on the day of the holiday. Perioperative services call hours will be 0700 the day of the holiday through 0700 the following day. An employee who works on a designated holiday will be paid the appropriate holiday differential.

The Hospital shall schedule Class I, Class II and Class III employees on an alternating basis as per the following holiday rotation:

Holiday Rotation I – New Year's Day, July 4th, Veterans Day and Christmas Day

Holiday Rotation II – Memorial Day, Labor Day and Thanksgiving Day

Work areas that do not conform to the holiday schedule set forth above may require employees to work holidays provided that no employee is required to work more than seven holidays in a two year period and no employee shall be required to work Thanksgiving or Christmas in consecutive years.

When a holiday occurs on a weekend, holiday rotation takes precedence over weekend scheduling.

Employees will be allowed to switch holidays or find their own replacements from other employees, including per diems who volunteer to work holidays, provided that the replacement is qualified to do the work as determined by the Hospital.

designated in the posting.

Application and Interview

Any employee interested in applying for a posted position must submit a Transfer Request Form to Human Resources prior to the close of the posting period. After screening by the Human Resources Department, employees who do not meet the posted qualifications, as specified on the job description list, will be notified within seven (7) calendar days. All employees who meet the posted qualifications will be interviewed. Unless otherwise approved by the Hospital, employees must be employed in their current position for one year, not be on a performance improvement plan and have no corrective action issued in the previous six months before applying for another posted position. The one-year time restriction does not apply to career ladders and similar career progression.

Selection

The positions will be filled on the basis of qualifications defined as experience, training, education, ability and previous employment record as determined by the Hospital. If there is a tie between two internal candidates, the most senior candidate will be offered the position. If there is a tie between an internal and an external candidate, the internal candidate will be offered the position.

Successful internal candidates will assume their new position as soon as departmental staffing needs allow. The employee will assume the new position as expeditiously as possible but no longer than 8 weeks.

An employee not selected to fill a vacancy for which s/he has applied shall, upon request, be given the reason(s).

Temporary Bargaining Unit Vacancies

All temporary vacancies and positions shall be identified as such at the time they are posted.

Temporary positions shall be posted and filled for a period not to exceed one hundred eighty (180) calendar days.

ARTICLE 13: CORRECTIVE ACTION

The Hospital shall have the right to discipline, suspend, or discharge any bargaining unit employee for just cause. Normally, the corrective action steps shall proceed as follows:

- Documented verbal warning
- Formal written warning
- Suspension / Final written warning
- Discharge

In appropriate circumstances suspension/ final written warning or discharge may be imposed in the first instance.

Prior to any meeting which may result in a corrective action, the employee shall be

ARTICLE 15: REDUCTION IN WORK FORCE

Layoffs

1. When the Hospital finds it necessary to reduce the workforce through layoff the following procedures will apply in sequence:
 - a. The Hospital shall designate the unit(s), FTE(s) or portions thereof, shift(s), and employee(s) in the position(s) to be eliminated.
 - b. Travelers will be released first, provided the remaining employees possess the competencies to perform the required duties and are willing to work the required hours.
 - c. Employees in each affected unit and designated shift(s) will have the opportunity to volunteer to be laid off, provided the remaining employees possess the competencies to perform the required duties and are willing to work the required hours.
 - d. Temporary employees shall be laid off next, followed by probationary employees, provided the remaining employees possess the competencies to perform the required duties and are willing to work the required hours.
 - e. If additional employees need to be laid off, the Hospital will select any employee with active corrective action (if there are multiple employees, by inverse seniority). And if additional employees need to be laid off, the employees designated for layoff beginning with the last senior employee in the unit/shift. Employees who have been designated for layoff may apply for a posted Bargaining Unit vacancy, if available, in accordance with Article 13: Vacancies.
 - f. 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 will have the ability to displace the least senior employee in their job classification provided they are fully competent to perform all the essential functions of the position in the following sequence. Fully competent to perform all the essential functions of the position means that they have been scheduled a minimum of four (4) times within the previous sixty (60) days to perform that specific job and that they do not need any orientation time to perform the job:
 - (1) a) Same unit, same FTE status, same shift or
b) Same unit, same shift, closest FTE status or
c) Same unit, same FTE status, different shift or
d) Any unit, same FTE status, same shift.
 - (2) a) Any unit, same shift/ rotation, closest FTE status or
b) Any unit, closest FTE status, different shift.
c) Employees who have been displaced as a result of the process set forth in paragraph E above, will be entitled to follow the displacement procedure set forth in paragraph E.
d) An employee who has been designated for layoff and unable to displace another employee as specified in paragraph E will be laid off.
e) A displaced employee who is unable to displace another employee as specified in paragraph E will be laid off.

Final voluntary layoff or displacement decisions must be made and written communication presented to the Senior, Director, Human Resources Director.

The Hospital will, except in an emergency, provide the Union and the affected

ARTICLE 16: WAGES

Salary Scale

Effective with the second full pay period after ratification, all bargaining unit employees will receive a five percent (5%) increase to their base hourly rate, retroactive to the first full pay period in August 2025.

Effective with the first full pay period in October 2026, the Hospital agrees to implement a step salary scale with 2% between each step as indicated in Exhibit A. At that time all bargaining unit employees shall be placed into a step which is closest to their current rate of pay without decreasing the current rate of pay. If this step is below their appropriate step based on years' experience, they will move up one additional step. If this step is above their appropriate step based on years of experience, they will stay on the existing step and they will not be eligible for another step increase until their years of experience matches their step.

Bargaining Unit employees will receive a 2% general wage increase in October 2026 and a 2% general wage increase in October 2027. In addition, at that time each year a Bargaining Unit employee shall advance to the next highest step as indicated (unless the Bargaining Unit employee is already on a step that exceeds their years of experience, in which case they will remain on the same step). If this step is below their appropriate step based on years of experience, they will move up one additional step. Bargaining Unit employees who are on the last step and therefore not eligible for a step increase will receive a bonus equal to 2% of their total compensation for the prior twelve (12) months, payable in four (4) equal installments, paid out on a calendar quarter basis.

New Hire Bonus Program

If the Hospital determines that a new bonus program would help recruit new Bargaining Unit employees, the Hospital shall give the Union thirty (30) days' advance notice to discuss the program and possible alternatives

Hiring Guidelines

Employees will receive one step for every one year of relevant experience in which they regularly performed the majority of the essential duties of their current position.

Step Placement Side Letter

The parties agree that an employee may dispute their initial step placement by presenting supporting documentation to the Union and Human Resources within 30 days of ratification of this agreement. Requests made after 30 days will not be considered. If the initial placement is in error the Hospital shall correct it retroactive to the ratification date. The Union may grieve the decision through the grievance process, but the parties agree that this issue shall not be subject to arbitration.

ARTICLE 17: SHIFT, WEEKEND & HOLIDAY DIFFERENTIALS ON-CALL PAY, TEAM LEADER PAY, SHORT NOTICE PAY, CANCELLATION PAY & AMBULANCE TRANSPORT PAY

On-Call Pay

1. On call pay will be paid as follows:
 - a. Regular call pay will be \$5.00 per hour.
 - b. Weekend call pay will be \$6.50 per hour for each weekend hour on call.
 - c. When called into work while on call, employees will receive a rate of pay equal to one-and-one-half times their base hourly rate, and any applicable differentials.
 - d. Employees assigned to on-call hours on Hospital designated holidays shall receive \$7.25 per hour for each hour on call. With regard to "on-call" pay for Christmas and New Year's Day, call pay will begin at 1500 on December 24 and end at 2300 on December 25. Call pay for New Year's Day will begin at 1500 on December 31 and end at 2300 on January 1.
 - e. Employees assigned to on-call hours in Surgical Services who are called in to work shall receive transportation pay of \$10.00 per call-in, as long as this benefit continues to be offered to all other eligible Hospital employees.
 - f. On-call responsibilities shall not exceed every fourth (4th) weekend.
 - g. When Class I, II and III Bargaining Unit members are asked by management to take call above the current requirements, the following shall apply.
 - a) Such additional call shall be voluntary.
 - b) Call pay shall be \$8.75 per hour.
 - c) Additional voluntary call shall be distributed equitably and fairly.
 - h. Beepers will be available for employees who are on-call and the employee must be within beeper range at all times.
2. Call in Environmental – Call shall be distributed equally among bargaining unit members.

Short Notice Pay

1. The Hospital will pay a short notice differential at one-and-one-half times the base hourly rate when an employee works additional hours or changes shifts from regularly scheduled ones, when requested to do so within twenty-four (24) hours of the affected hours/shifts. An employee on short notice pay may be cancelled or sent home and is subject to the two (2) hour minimum compensation requirement.
2. Per-diem employees are not eligible for Short Notice Pay.

Starred Shift Differential

The Hospital will pay a Starred Shift Differential to an employee who at the request of management works an extra shift or shifts above their FTE. The amount varies depending on the employee's pay grade and will be equal to 20% of the midpoint of the grade, not to exceed \$6 per hour. Starred shifts cannot be combined with Short Notice payment but will be paid with other applicable differentials. Procedure for allocating extra scheduled hours will comply with Article 10: Hours of Work, Work Schedules, section 5.

Per diem employees are not eligible for Starred Shift Differential.

ARTICLE 20: BENEFITS

Copley Hospital shall provide the following benefits to all eligible bargaining unit employees. Eligibility criteria and premium costs/participation shall be uniformly applied to bargaining unit employees the same way as for other Copley staff. The plans are subject to change, provided such changes are uniformly applied to Copley staff participating in such plans. Copley shall provide the Union 30 days advance notice of any material changes.

- Health Insurance. Copley shall pay the following percent of the premiums:

0.8 – 1.0 FTE	75%
0.7 FTE	60%
0.6 FTE	55%
0.5 FTE	50%

- Dental Insurance
- Term Life Insurance
- Short-Term and Long-Term Disability Insurance
- Flexible Spending Account
- Retirement Plan
- Direct Deposit
- Discounted Hospital Services
- Scrubs
- Per Diem Meals
- Domestic Partners

- a. Saturday and Sunday for day and evening shift
- b. Friday and Saturday for night shift.

10. Holiday schedule shall take precedence over any vacation schedule.

Witness Leave

Any employee who is required, on behalf of the Hospital, to appear at any judicial or administrative hearing or other legal proceeding that is work related shall receive base pay for such period of time for scheduled hours lost. This section does not apply to a situation of a court appearance or pretrial hearing in a suit or legal proceeding brought by an employee against the Hospital.

Military Leave

Leaves of absence for the performance of duty with the U.S. Armed Forces or with a Reserve component thereof shall be granted in accordance with applicable law. All post-probationary Class I and Class II employees actively serving in the Reserves of the Armed Services, who are required to participate in annual training, will be eligible for compensated military leave for this training. The Hospital will pay the employee the difference between the employee's reserve pay and base hourly hospital pay, based upon their authorized bi-weekly hours. Compensated military leave is limited to a maximum of two (2) weeks and a maximum of eighty (80) hours each calendar year.

Employees must give a copy of their military orders and as much advance notice to their Supervisor, or designee, as possible.

ARTICLE 24: EDUCATIONAL BENEFITS**Tuition Reimbursement**

1. All Class I, Class II employees are eligible for tuition reimbursement as follows:
 - a. Reimbursement will be available for those courses that are designed to improve an employee's knowledge within the scope of their job. The course must have a reasonable relationship to your job or Copley services, or is a required part of your degree program and will be subject to:
 - 1) Approval from the Hospital
 - 2) Available Hospital funds
 - 3) Course grade of C+ or better
 - b. Eligibility criteria include:
 - 1) An employee must have Class I or II status
 - 2) An employee must have successfully completed his/her probationary period.
 - 3) Employees must have satisfactory performance with no corrective actions in the past 12 months.
 - 4) Courses must be offered through an accredited college or university
 - 5) Courses must increase employee knowledge in his/her field or be deemed of value to the organization.
 - c. Copley reimbursement funds are limited to cover lab fees and tuition costs only, less any grant or scholarship funds and does not include the cost of deferred payment fees, registration fees, books, etc.
 - d. Reimbursement is limited to a maximum of \$1,500 per semester or up to \$3,000 per fiscal year.

ARTICLE 25: LEAVES OF ABSENCE

FMLA

In compliance with the Family and Medical Leave Act of 1993 (FMLA) and the Vermont Parental and Family Leave Act (VPFLA), Copley grants up to twelve weeks (480 hours) of unpaid leave to an eligible employee during a rolling 12-month period; if leave is consistent with the Military Caregiver provisions of FMLA, an employee may take up to 26 weeks per 12-month period as defined in the revisions effective January 16, 2009. Where the two laws (FMLA and VPFLA) differ, the law that provides the greatest benefit to the employee will prevail.

FMLA is designed to offer assistance by providing job- and benefits-protected leave to eligible employees for certain family and medical reasons. The leave may be unpaid, paid or a combination of unpaid and paid depending on the circumstances as specified in this policy.

Policy Provisions:

Eligibility

In order to qualify for FMLA leave, the employee must meet the following conditions:

1. The employee must have worked for Copley at least 12 months, or 52 weeks. The 12 months, or 52 weeks, need not have been consecutive; all periods of absence from work due to or necessitated by service in the uniformed services are counted as hours worked in determining eligibility.
2. The employee must have worked at least 1,250 hours during the 12-month period immediately preceding the date when the leave would begin; and
3. The employee has not already used all available FMLA leave.

Types of Leave Covered

FMLA leaves of absence can be requested for any of the following reasons:

1. The birth of a child and in order to care for that newborn child, within one year of the birth
2. The placement of a child for adoption or foster care, within one year of the initial placement
3. To care for a spouse, civil union partner, child, parent, or the parent of a worker's spouse with a serious health condition
4. The serious health condition of the employee that renders the employee unable to perform the essential functions of their position, including workers' compensation leaves; or
5. To care for a covered military service member who is undergoing medical treatment or requires certain other care related to military service.
6. Any qualifying exigency due to the employee's spouse, son, daughter or parent that is a military member who is on covered active duty.

Copley will require an employee to provide a health care provider's certification of the serious health condition. For purposes of this policy, a "serious health condition" is defined as any illness, injury, impairment or physical or mental condition that:

- Involves either an overnight stay in a medical care facility
- Continuing treatment by a healthcare provider for a condition that prevents an employee from performing the functions of the employee's job; or
- Prevents a qualifying family member from participating in certain daily activities.

- Human Resources will make a determination of eligibility based on the documentation provided by the Employee within 5 business days of receipt of the completed documentation.
- Notice of such will be provided to Employee via electronic means or hard copy.

Failure by Employee to return required forms and documentation to Human Resources within the established timeframes above may result in the denial of an FMLA request. If FMLA request is denied, ETO and other time off plans do not necessarily offer job protection.

While on approved leave, the employee is requested to report periodically to the Human Resources Department regarding the status of the medical condition and their intent to return to work. Prior to returning to work, employee is required to submit a Work Restrictions/Return to Work Form which has been completed by their Provider.

Health Care Provider Certification

Copley will ask the employee for certification of the serious health condition from the appropriate health care provider (either Form WH-380-E or a Provider's Note).

Provider certification of the serious health condition shall include:

- the date when the condition began
- its expected duration
- diagnosis
- a brief statement of treatment, and
- For medical leave for the employee's own medical condition, the certification must include a statement that the employee is unable to perform work of any kind or a statement that the employee is unable to perform the essential functions of the employee's position, or
- For a seriously ill family member, the certification must include a statement that the patient requires care and assistance from the employee.

Provider certification of the serious health condition shall NOT include:

- Any genetic information per the Genetic Information Nondiscrimination Act of 2008 (GINA).

If the employee plans to take intermittent leave or to work a reduced schedule, the provider certification must include dates and the duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule. Recertification will be per FMLA guidelines.

Military Caregiver Certification

For military exigency leave, Copley requires certification that the covered military member is on active duty or called to active duty in support of a contingency operation, active-duty orders may be acceptable. Copley also requires a written statement detailing the specific exigency, the amount of leave needed, and the employee's relationship to the military member. Except in the event of unusual circumstances, these certifications must be provided within 15 days of the request for leave. Recertification will be per FMLA guidelines.

Employee Status and Benefits during FMLA Leave

While an employee is on leave, Copley will continue their health benefits during the leave

weeks granted by FMLA

- Personal appointments not covered under Vermont PFL or after PFL has been exhausted.
- Volunteer opportunities (Humanitarian Leave)

c. Employees within their provisional period who need time away from work for personal or medical reasons may be granted a Leave of Absence for such time.

2. The request for Leave of Absence can be denied if it does not comply with the eligibility criteria, is not made within a timely manner, or the request creates an undue burden on the Department.

3. All requests for a Leave of Absence must be approved in writing by the Department Manager, Chief Administration & Human Resources Officer, and CEO.

4. A Leave of Absence must not exceed 12 weeks (480 hours) in any rolling twelve-month period.

5. A Leave of Absence may be taken intermittently or consecutively.

6. An employee will be required to utilize accrued Earned Time Off (ETO) in biweekly increments equal to their FTE status until ETO is exhausted or, at the discretion of the employee, until ETO has reached their authorized bi-weekly hours. Employees who take a leave of absence due to an active Worker's Compensation injury shall not utilize ETO during the leave unless Worker's Compensation coverage has ended.

7. Benefits will continue as if the employee is working only if the employee prepay for benefits or continues to make their benefit contribution while on leave. Employees are encouraged to set up a payment plan with Human Resources. Failure to prepay for benefits may result in the cancellation of coverage through the remainder of the leave. Should an employee decide to terminate benefits or not prepay/continue to pay benefits while on leave, they may be required to wait for open-enrollment to re-enroll in Copley's benefit program.

8. The Employee and Managers shall keep Human Resources apprised of employee's time away from work. Human Resources will maintain a record of actual time away from work for employees out on a Leave of Absence.

9. The employee must submit in writing the intended date of return on the Leave of Absence Request form.

Military Leave

A Class I, II, or III employee who is required to participate in military activities during regularly worked days shall receive paid leave up to their authorized hours (FTE) for one full pay period. For this purpose, paid time will be computed based upon the difference between the military pay rate and an employee's base pay rate. Leave lasting longer than one full pay period may be taken for this purpose but will be unpaid unless ETO is utilized. A Class V (per diem) employee will maintain per diem status during short term or extended leave. A Class IV employee (temporary status) may have employment terminated upon extended leave if the position is not to be in existence upon the employee's return; however, they may be eligible for short term military leave in accordance with policy set forth for Class I, II and III employees, based upon benefit eligibility.

5. An employee must notify Human Resources of their intent to return to work as follows:
 - A. For service less than 31 days in duration an employee must report for reinstatement at the beginning of the first regularly scheduled shift on the first calendar day following completion of service after an eight-hour rest period which begins after safe transportation back to the employee's residence.
 - B. An employee who has served 31-180 days must submit to Human Resources an application for reinstatement to their position no later than 14 calendar days following the completion of service.
 - C. An employee who has served 181 days or more must submit an application to Human Resources for reinstatement to their position no later than 90 calendar days following the completion of service.
 - D. An employee who is hospitalized or convalescing from a service-connected illness or injury, or illness or injury that is aggravated by military service, must submit an application no later than two years following the completion of service.
 - E. An employee is not entitled to reinstatement if Copley's circumstances have changed as to make reemployment unreasonable or impossible, if the employee's employment prior to military service was for a non-recurrent period and there was no reasonable expectation that employment would have continued for a significant amount of time, or the employee did not receive honorable discharge from military service.
 - F. Upon an employee's application for reinstatement, they shall be reinstated in the following manner:
 - i. An employee will be reinstated to the position that they would have been employed had employment not been interrupted; or a position with like and similar seniority, status, and pay that they held immediately prior to taking Military Leave.
 - ii. Copley will make an effort for reasonable accommodation for a returning employee with a service-connected disability. If, after reasonable accommodation, an employee is not qualified to perform the duties of their previously held position, or one of like and similar seniority, status, and pay, they may be employed in an open position in which they is qualified to perform.
 - G. Upon reinstatement, an employee must submit military discharge documentation delineating the length and character of service to Human Resources. This documentation will be place in the employee's personnel file.
6. If an employee does not return to work, Human Resources must be notified by the manager/director so that appropriate action may be taken.

ARTICLE 26: HEALTH AND SAFETY

The Hospital shall continue to maintain a safe and healthy working environment. The Hospital shall provide and maintain equipment and supplies, which comply with applicable State, Federal and regulatory agency safety standards so that employees may safely perform their duties and responsibilities. The Hospital, the Union and the employees shall observe all applicable health and safety laws and regulations. Employees must observe all Hospital procedures regarding safety and report all injuries immediately to their supervisor or designee.

The Hospital will continue to provide all governmentally required or recommended tests and immunizations for exposure and contact with infectious diseases in the workplace at no cost to the employee.

Employees are required to park in the appropriate lots, as designated by the Hospital. For

ARTICLE 29: GRIEVANCE PROCEDURE

Purpose

The purpose of this procedure is to encourage the prompt and confidential settlement of grievances that may arise between the parties. Employees are encouraged to discuss concerns with their department managers. If the concerns are not resolved, the employee may initiate the formal grievance procedure as outlined below within the established timeframe.

Definition

A grievance is hereby defined as any misunderstanding, dispute, controversy, or claim arising out of or relating to the interpretation, application, meaning or breach of the provisions of this Agreement.

Grievance Limitations

All grievances must be initiated within fourteen (14) business days after the alleged violation has occurred or from when there would be reasonable basis for knowledge of the alleged violation. Any grievance upon which a disposition is not made by the Hospital within the time limits prescribed (or any extension mutually agreed upon) may be referred to the next step in the Grievance Procedure. If the grievance is not referred to the next step within five (5) business days from receipt of an answer, it shall be deemed closed based upon the last answer.

It is expected that the Hospital and Union will make a sincere effort to settle the dispute as quickly as possible at the lowest level. However, in the case of an alleged grievance which affects the Bargaining Unit as a whole, or in a case when the alleged grievance results from an action above the level of the Supervisor and/or designee, the grievance may be filed at the appropriate level of the Grievance Procedure.

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

Procedure

Step 1: The employee and/or appropriate Union representative shall notify their Supervisor and/or designee of a grievance on the Standard Grievance Form, stating the date the alleged grievance occurred, the section of the contract allegedly violated, the nature of the grievance and pertinent facts, and the remedial action sought. A meeting shall be held between the employee (who may be accompanied by a local Union officer) and the Supervisor and/or designee. The Supervisor and/or designee shall notify the employee and the appropriate Union representative of the decision in writing within five (5) business days after receipt of the grievance.

Step 2: If no satisfactory settlement is reached, then within five (5) business days of receipt of the decision of the Supervisor or designee at Step 1, the grievance shall be forwarded in writing by the employee or appropriate union representative on a Standard Grievance Form and submitted to the Senior Leader or designee.

ARTICLE 30: GRIEVANCE MEETINGS WITH MANAGEMENT

The Hospital agrees that a grievant and one (1) local Union officer shall be paid at their normal hourly rate while attending meetings with representatives of the Hospital at any step of the Grievance Procedure as specified in Article 30, when the meeting occurs during his/her scheduled hours. The date and duration of the meeting shall be subject to the needs of the Hospital and shall not interfere with patient care.

The Union officer will first obtain permission from his/her supervisor to leave his/her assigned duties, providing as much notice as possible, but not less than twenty-four (24) hours in advance.

The Hospital agrees that such permission shall not be unreasonably denied. The Union agrees to provide the Hospital with a list of local Union officers, which will be updated as changes occur.

Officers of the local Union may investigate grievances during their non-work time, provided they do not interfere with the work of any other employee or the normal operations of the Hospital.

ARTICLE 31: NO STRIKES - NO LOCKOUTS

While this Agreement is in effect, the Hospital agrees that there shall be no lockouts and the Union and the employees agree that there shall be no strikes of any kind, including sympathy strikes, unfair labor practice strikes, sit-downs, slowdowns, stoppages of work, boycotts, mass sick outs, any other similar interference or any unlawful acts that interfere with the operation of the Hospital or the care of the patients/residents.

In the event that there is a breach of the foregoing provisions, the Hospital need not resort to the grievance and arbitration provisions of this Agreement but may pursue any legal remedy available to it at law or equity. If there is any violation of the foregoing provisions, the Hospital may take disciplinary action, up to and including discharge, subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 32: BULLETIN BOARDS

The Hospital agrees to provide two (2) locked bulletin boards for the Union to post notices of the following:

1. Union meetings
2. Notices of Union votes and results of Union votes
3. Notices of Union social, Union educational and Union recreational activities.
4. Notices of legislative activities related to healthcare
5. Bargaining surveys
6. Resolution of grievances
7. Contract clarifications
8. UNAP activities

DURATION OF AGREEMENT

This Agreement is effective as of the date of ratification and shall continue in full force and effect through June 15, 2028.

In witness, whereof, the parties have hereunto set their hands and seals this 18th day of February, 2026.

Wince Seaver
James A. Driggs
Letia K. Smith

UNITED NURSES AND
ALLIED PROFESSIONALS
LOCAL 5109



SIDE LETTER: Effective the second full pay period after ratification, all bargaining unit employees will receive a ratification bonus of \$500

FY27

Position	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Administrative Assistant	\$ 21.30	\$ 21.73	\$ 22.16	\$ 22.61	\$ 23.06	\$ 23.52	\$ 23.99	\$ 24.47	\$ 24.96	\$ 25.46	\$ 25.97	\$ 26.49	\$ 27.02
Administrative Unit Coordinator	\$ 20.21	\$ 20.61	\$ 21.03	\$ 21.45	\$ 21.88	\$ 22.31	\$ 22.76	\$ 23.21	\$ 23.68	\$ 24.15	\$ 24.64	\$ 25.13	\$ 25.63
Authorization Coordinator	\$ 20.76	\$ 21.17	\$ 21.59	\$ 22.03	\$ 22.47	\$ 22.92	\$ 23.37	\$ 23.84	\$ 24.32	\$ 24.81	\$ 25.30	\$ 25.81	\$ 26.32
CSR Technician	\$ 20.21	\$ 20.61	\$ 21.03	\$ 21.45	\$ 21.88	\$ 22.31	\$ 22.76	\$ 23.21	\$ 23.68	\$ 24.15	\$ 24.64	\$ 25.13	\$ 25.63
Dietary Technician	\$ 22.94	\$ 23.40	\$ 23.87	\$ 24.34	\$ 24.83	\$ 25.33	\$ 25.84	\$ 26.35	\$ 26.88	\$ 27.42	\$ 27.96	\$ 28.52	\$ 29.09
Endoscopy Technician	\$ 21.23	\$ 21.65	\$ 22.08	\$ 22.53	\$ 22.98	\$ 23.44	\$ 23.90	\$ 24.38	\$ 24.87	\$ 25.37	\$ 25.87	\$ 26.39	\$ 26.92
EVS OR Technician	\$ 20.21	\$ 20.61	\$ 21.03	\$ 21.45	\$ 21.88	\$ 22.31	\$ 22.76	\$ 23.21	\$ 23.68	\$ 24.15	\$ 24.64	\$ 25.13	\$ 25.63
EVS Associate	\$ 20.21	\$ 20.61	\$ 21.03	\$ 21.45	\$ 21.88	\$ 22.31	\$ 22.76	\$ 23.21	\$ 23.68	\$ 24.15	\$ 24.64	\$ 25.13	\$ 25.63
Food Service Worker	\$ 20.21	\$ 20.61	\$ 21.03	\$ 21.45	\$ 21.88	\$ 22.31	\$ 22.76	\$ 23.21	\$ 23.68	\$ 24.15	\$ 24.64	\$ 25.13	\$ 25.63
Health Info Specialist	\$ 20.21	\$ 20.61	\$ 21.03	\$ 21.45	\$ 21.88	\$ 22.31	\$ 22.76	\$ 23.21	\$ 23.68	\$ 24.15	\$ 24.64	\$ 25.13	\$ 25.63
HIM Lead	\$ 22.94	\$ 23.40	\$ 23.87	\$ 24.34	\$ 24.83	\$ 25.33	\$ 25.84	\$ 26.35	\$ 26.88	\$ 27.42	\$ 27.96	\$ 28.52	\$ 29.09
Intake Referral Specialist	\$ 21.85	\$ 22.29	\$ 22.73	\$ 23.19	\$ 23.65	\$ 24.12	\$ 24.60	\$ 25.10	\$ 25.60	\$ 26.11	\$ 26.63	\$ 27.17	\$ 27.71
Inventory Clerk	\$ 20.76	\$ 21.17	\$ 21.59	\$ 22.03	\$ 22.47	\$ 22.92	\$ 23.37	\$ 23.84	\$ 24.32	\$ 24.81	\$ 25.30	\$ 25.81	\$ 26.32
Laboratory Aide	\$ 20.21	\$ 20.61	\$ 21.03	\$ 21.45	\$ 21.88	\$ 22.31	\$ 22.76	\$ 23.21	\$ 23.68	\$ 24.15	\$ 24.64	\$ 25.13	\$ 25.63
Lead CSR Technician	\$ 25.13	\$ 25.63	\$ 26.14	\$ 26.66	\$ 27.20	\$ 27.74	\$ 28.30	\$ 28.86	\$ 29.44	\$ 30.03	\$ 30.63	\$ 31.24	\$ 31.87
INA	\$ 21.23	\$ 21.65	\$ 22.08	\$ 22.53	\$ 22.98	\$ 23.44	\$ 23.90	\$ 24.38	\$ 24.87	\$ 25.37	\$ 25.87	\$ 26.39	\$ 26.92
Maintenance Technician I	\$ 25.13	\$ 25.63	\$ 26.14	\$ 26.66	\$ 27.20	\$ 27.74	\$ 28.30	\$ 28.86	\$ 29.44	\$ 30.03	\$ 30.63	\$ 31.24	\$ 31.87
Maintenance Technician II	\$ 26.22	\$ 26.74	\$ 27.28	\$ 27.82	\$ 28.38	\$ 28.95	\$ 29.53	\$ 30.12	\$ 30.72	\$ 31.33	\$ 31.96	\$ 32.60	\$ 33.25
Medical Assistant I	\$ 21.85	\$ 22.29	\$ 22.73	\$ 23.19	\$ 23.65	\$ 24.12	\$ 24.60	\$ 25.10	\$ 25.60	\$ 26.11	\$ 26.63	\$ 27.17	\$ 27.71
Medical Assistant II	\$ 22.39	\$ 22.84	\$ 23.30	\$ 23.77	\$ 24.24	\$ 24.73	\$ 25.22	\$ 25.72	\$ 26.24	\$ 26.76	\$ 27.30	\$ 27.84	\$ 28.40
Medical Assistant III	\$ 22.94	\$ 23.40	\$ 23.87	\$ 24.34	\$ 24.83	\$ 25.33	\$ 25.84	\$ 26.35	\$ 26.88	\$ 27.42	\$ 27.96	\$ 28.52	\$ 29.09
Nutrition Assistant	\$ 20.21	\$ 20.61	\$ 21.03	\$ 21.45	\$ 21.88	\$ 22.31	\$ 22.76	\$ 23.21	\$ 23.68	\$ 24.15	\$ 24.64	\$ 25.13	\$ 25.63
Operating Room Scheduler	\$ 21.23	\$ 21.65	\$ 22.08	\$ 22.53	\$ 22.98	\$ 23.44	\$ 23.90	\$ 24.38	\$ 24.87	\$ 25.37	\$ 25.87	\$ 26.39	\$ 26.92
Operating Room Service Aide	\$ 21.85	\$ 22.29	\$ 22.73	\$ 23.19	\$ 23.65	\$ 24.12	\$ 24.60	\$ 25.10	\$ 25.60	\$ 26.11	\$ 26.63	\$ 27.17	\$ 27.71
PAS Quality Assurance Specialist	\$ 21.30	\$ 21.73	\$ 22.16	\$ 22.61	\$ 23.06	\$ 23.52	\$ 23.99	\$ 24.47	\$ 24.96	\$ 25.46	\$ 25.97	\$ 26.49	\$ 27.02
Patient Engagement Specialist I	\$ 21.30	\$ 21.73	\$ 22.16	\$ 22.61	\$ 23.06	\$ 23.52	\$ 23.99	\$ 24.47	\$ 24.96	\$ 25.46	\$ 25.97	\$ 26.49	\$ 27.02
Patient Engagement Specialist II	\$ 22.39	\$ 22.84	\$ 23.30	\$ 23.77	\$ 24.24	\$ 24.73	\$ 25.22	\$ 25.72	\$ 26.24	\$ 26.76	\$ 27.30	\$ 27.84	\$ 28.40
Patient Engagement Specialist III	\$ 23.49	\$ 23.96	\$ 24.44	\$ 24.92	\$ 25.42	\$ 25.93	\$ 26.45	\$ 26.98	\$ 27.52	\$ 28.07	\$ 28.63	\$ 29.20	\$ 29.79
Perioperative Unit Coordinator	\$ 21.23	\$ 21.65	\$ 22.08	\$ 22.53	\$ 22.98	\$ 23.44	\$ 23.90	\$ 24.38	\$ 24.87	\$ 25.37	\$ 25.87	\$ 26.39	\$ 26.92
Phlebotomist	\$ 22.94	\$ 23.40	\$ 23.87	\$ 24.34	\$ 24.83	\$ 25.33	\$ 25.84	\$ 26.35	\$ 26.88	\$ 27.42	\$ 27.96	\$ 28.52	\$ 29.09
Radiology Scheduler	\$ 20.21	\$ 20.61	\$ 21.03	\$ 21.45	\$ 21.88	\$ 22.31	\$ 22.76	\$ 23.21	\$ 23.68	\$ 24.15	\$ 24.64	\$ 25.13	\$ 25.63
Radiology Scheduler Lead	\$ 22.94	\$ 23.40	\$ 23.87	\$ 24.34	\$ 24.83	\$ 25.33	\$ 25.84	\$ 26.35	\$ 26.88	\$ 27.42	\$ 27.96	\$ 28.52	\$ 29.09
Referral Specialist	\$ 21.85	\$ 22.29	\$ 22.73	\$ 23.19	\$ 23.65	\$ 24.12	\$ 24.60	\$ 25.10	\$ 25.60	\$ 26.11	\$ 26.63	\$ 27.17	\$ 27.71
Registrar	\$ 20.21	\$ 20.61	\$ 21.03	\$ 21.45	\$ 21.88	\$ 22.31	\$ 22.76	\$ 23.21	\$ 23.68	\$ 24.15	\$ 24.64	\$ 25.13	\$ 25.63
Scheduler	\$ 20.21	\$ 20.61	\$ 21.03	\$ 21.45	\$ 21.88	\$ 22.31	\$ 22.76	\$ 23.21	\$ 23.68	\$ 24.15	\$ 24.64	\$ 25.13	\$ 25.63
Sous Chef	\$ 21.30	\$ 21.73	\$ 22.16	\$ 22.61	\$ 23.06	\$ 23.52	\$ 23.99	\$ 24.47	\$ 24.96	\$ 25.46	\$ 25.97	\$ 26.49	\$ 27.02
Transcriptionist	\$ 21.30	\$ 21.73	\$ 22.16	\$ 22.61	\$ 23.06	\$ 23.52	\$ 23.99	\$ 24.47	\$ 24.96	\$ 25.46	\$ 25.97	\$ 26.49	\$ 27.02
Transcriptionist Lead	\$ 22.39	\$ 22.84	\$ 23.30	\$ 23.77	\$ 24.24	\$ 24.73	\$ 25.22	\$ 25.72	\$ 26.24	\$ 26.76	\$ 27.30	\$ 27.84	\$ 28.40
ED Unit Coordinator	\$ 21.23	\$ 21.65	\$ 22.08	\$ 22.53	\$ 22.98	\$ 23.44	\$ 23.90	\$ 24.38	\$ 24.87	\$ 25.37	\$ 25.87	\$ 26.39	\$ 26.92
Unit Coordinator	\$ 20.21	\$ 20.61	\$ 21.03	\$ 21.45	\$ 21.88	\$ 22.31	\$ 22.76	\$ 23.21	\$ 23.68	\$ 24.15	\$ 24.64	\$ 25.13	\$ 25.63

EXHIBIT B - EXTRA HOURS BONUS

Extra Hours Bonus (EHB) for United Nurses and Allied Professionals Local 5109

The Hospital and Copley UNAP Local 5109 agree to the following:

Summary: All Nursing Units have reached a critical threshold to adequately staff and meet our current patient needs. Severe staff shortages may negatively impact our patient care. The intended use of the EHB program is to provide essential services to our patients, be fiscally responsible and potentially reduce our Traveler hours by 50%.

The EHB program premise is designed to provide staff a chance to pre-plan and commit to additional hours.

Program outcomes will be evaluated and reviewed for feasibility and future use on an on-going basis. The EHB program will be made available to all qualified FTE employees and then to Per Diem Staff. For a manager to initiate an EHB agreement they must verify with their Senior Leader that the final schedule indicates at least 96 hours of open shifts are available. The Senior Leader will sign an EHB Activation Form. The manager will then identify and communicate to staff that the hours are available for the EHB.

EHB hours will be selected and agreed upon by the staff member and their manager prior to the final schedule being posted. A written agreement confirming the selected hours and associated bonus will be signed as a commitment between the manager and the employee.

There will be some flexibility in working the EHB hours as the needs of the unit/department may fluctuate. For example: an employee signs up for 24 additional hours spread over the 4-week schedule cycle; however, 12 prescheduled hours aren't needed on the day scheduled due to patient census, but then an unexpected 12-hour need occurs on another day and the manager and the employee agree to make the change. The expectation is that the employee completes the agreed number of extra hours within the scheduled period in direct care as needed on the assigned unit. This agreement is a commitment to work extra hours as identified below. If the agreement is completed without the employee missing regular or additional hours, the employee will receive a bonus in the pay period following the completion of the bonus period as identified below:

A new EHB agreement must be completed for each 4-week schedule. All interested/eligible employees may participate in any available schedule. Current procedure for allocating extra shifts shall be followed; bonus hours are determined after "holes" are filled. This agreement will expire after any schedule block that does not meet the criteria but may be ended earlier if either party is no longer agreeable.

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