

AGREEMENT

Between



Rhode Island Hospital

and



**Teamsters Local Union No. 251,
International Brotherhood of Teamsters
2015-2019**

Matthew Taibi

Secretary/Treasurer/Principal Executive Officer

Paul Santos

President

Edmund Carreiro

Business Agent

TABLE OF CONTENTS

Agreement	1
Preamble	1
Article 1 – Separability	1
Article 2 – Non-Discrimination	2
Article 3 – Recognition – Skilled Maintenance	2
Article 4 – Recognition – Non-Clinical and Clinical Support	3
Article 5 – Union Security	3
Article 6 – Check-off of Dues	4
Article 7 – Management Rights	4
Article 8 – Hours of Work/Schedules/Breaks	5
Article 9 – Categories of Employees and Payroll Types	9
Article 10 – No Strike – No Lockout	10
Article 11 – Union Representation and Stewards	10
Article 12 – Employment, Postings and Transfer Practices	15
Article 13 – Grievance and Arbitration Procedure	18
Article 14 – Probationary Period	21
Article 15 – Seniority	22
Article 16 – Layoffs and Recalls	24
Article 17 – Discharge or Discipline	27
Article 18 – Paid Leaves of Absence	28
Article 19 – Sick Time	30
Article 20 – Unpaid Leaves of Absence	33
Article 21 – Health and Safety	37
Article 22 – Light Duty and Alternative Assignment	39
Article 23 – Miscellaneous	40
Article 24 – Job Change and Restructuring	44
Article 25 – Teamster/Rhode Island Hospital Scholarship Fund	45
Article 26 – Tuition Assistance Program	45
Article 27 – Employee Assistance Programs	47
Article 28 – Uniforms	47
Article 29 – Holidays	49
Article 30 – Vacation	51
Article 31 – Flexible Benefits Program	56
Article 32 – Health Insurance	56
Article 33 – Dental Insurance	59
Article 34 – Life Insurance and Accidental Death and Dismemberment (AD & D) Insurance	60
Article 35 – Long Term Disability (LTD) Insurance and Professional Liability Insurance	61
Article 36 – Retirement Plan and Tax Sheltered Annuity	61
Article 37 – Wages	62
Article 38 – Overtime	64
Article 39 – Shift, Weekend and Other Differentials	68
Article 40 – On-Call, Call-Back Pay	70
Article 41 – Planning For the Future	71
Article 42 – Quality of Care Initiatives	72
Article 43 – Entire Agreement	73

Article 44 – Duration73
Article 45 – Snow Removal for Grounds Employees74
Article 46 – No Layoff Protection74
MEMORANDUM OF UNDERSTANDING75
SCHEDULE A – SKILLED MAINTENANCE UNIT PAY GRADES79
SCHEDULE B – ALL OTHER NON-PROFESSIONAL UNIT PAY GRADES80
SCHEDULE C – EMPLOYEE MEDICAL PLAN CONTRIBUTION RATES84
SCHEDULE D – EMPLOYEE MEDICAL AND DENTAL CONTRIBUTION RATES85
SIDE LETTER:86
Requesting a Leave of Absence Procedure87

Agreement

Agreement made and entered into this 1st day of January, 2015 by and between Teamsters Local Union 251 affiliated with the International Brotherhood of Teamsters, hereinafter called the “Union” and Rhode Island Hospital, hereinafter called the “Employer” or “Hospital”.

Preamble

The Employer and the Union agree to cooperate with one another in efforts to assure efficient Employer operations, to serve the needs of the Community, and to meet the highest standards in such service.

The parties agree to act at all times in such a manner to assure proper dignity and mutual respect. Bargaining unit employees, managers and supervisors shall treat each other with dignity and respect and communicate openly and honestly.

The Employer and the Union agree to act at all times in such a manner as to maintain and encourage the professional character and standing of all employees in the bargaining unit. Whenever the term “employee” is used in this contract, it is intended to be synonymous with “worker”.

Article 1 – Separability

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

If the negotiations do not result in an agreement, the matter shall be submitted to binding arbitration. The arbitration proceedings will be conducted on a last best offer basis. Each party shall develop their last best offer position on the unresolved issues and shall then provide that to the arbitrator and the other party at least five (5) days prior to the

start of the hearing. Either party may continue to alter their position on the last best offer up to and including the time of the close of the arbitration hearing, provided that any such alteration shall be made known to the other party.

Article 2 – Non-Discrimination

Section 1.

The Hospital and the Union mutually agree that they will continue their policies of non-discrimination on the basis of any individual's race, color, national origin, religious alienation, sex, sexual orientation, marital status, age or disability, including reasonable steps to accommodate employees as required under the Americans with Disabilities Act. The Hospital and the Union also agree to continue their commitment to a work place free from harassment on account of any of these factors. The Hospital and the Union mutually agree that there will be no discrimination against any employee because he or she is or is not a member of the Union or because he or she engages or does not engage in any activities protected by the National Labor Relations Act.

Section 2.

The Employer and the Union agree to abide by all applicable State and Federal Laws relating to equal employment opportunities and sex discrimination.

NOTE: Whenever, in this contract "man", or its related pronouns may appear, either as words or as parts of words (and other than with obvious reference to named male individuals), it has been used for literary purposes and is meant in its generic sense (i.e., to include all humankind – both female and male genders).

Article 3 – Recognition – Skilled Maintenance

The Hospital, pursuant to the certification issued on December 27, 1993, in National Labor Relations Board Case No. 1-RC-19972, recognizes the Union as the exclusive collective bargaining representative of all full-time and regular part-time skilled maintenance employees, including per diem employees who regularly average four (4) hours or more of work per week, employed by the Employer at its Providence, Rhode Island facility, but excluding all other employees, guards, managers and supervisors as defined in the Act.

Article 4 – Recognition – Non-Clinical and Clinical Support

The Hospital, pursuant to the certification issued on December 27, 1993, in National Labor Relations Board Case No. 1-RC-19973, recognizes the Union as the exclusive collective bargaining representative of all full-time and regular part-time non-professional employees, including per diem employees who regularly average four (4) hours or more of work per week, employed by the Employer at its Providence, Rhode Island, facility, but excluding all business office clerical employees, technical employees, skilled maintenance employees, confidential employees, guards, managers and supervisors as defined in the Act.

Article 5 – Union Security

Section 1.

All present employees who are members of the Union on the effective date of this Article or on the date of execution of this Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on the 31st day following their date of hire.

The failure of any person to become a member of the Union at the required time shall obligate the Employer, upon written notice from the Union, to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

Section 2.

In the event of any change in the law during the term of this Agreement, the Employer agrees that the Union will be entitled to receive the maximum Union security which may be lawfully permissible.

Section 3.

If any provision of this Article is invalid under the law of any state wherein this Agreement is executed, such provisions shall be modified to comply with requirements of state law or shall be renegotiated for the purpose of

adequate replacement. If such negotiations shall not result in a mutually satisfactory agreement, the Union shall be permitted all legal or economic recourse.

Article 6 – Check-off of Dues

Section 1.

Effective sixty (60) days after March 28, 2015, the Employer agrees to deduct weekly from the pay of all employees covered by this Agreement, the dues, initiation fees and/or uniform assessments of the Union and agrees to remit to the Union all such deductions no later than the first of the month following the month in which the dues deductions were made. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. In months that include five (5) pay days, the regular deductions shall be made from the first four (4) paychecks of the month.

Section 2. – Authorization and Deduction.

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase “weeks worked” excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee’s Social Security Number and the amount deducted from the employee’s paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer’s actual cost for the expenses incurred in administering the weekly payroll deduction plan.

Article 7 – Management Rights

The Hospital retains the right to manage the operations of the Hospital and direct the working force; hire employees of its own selection; maintain order and efficiency; extend, maintain, curtail or terminate its operations, determine the type and amount of equipment to be used and the assignment of work; transfer employees; discipline, suspend or discharge employees for just cause; layoff for lack of work; determine the number of shifts, the number of days in

the workweek, the hours of work and the number of persons to be actively employed by the Hospital at any time; post and require employees to observe reasonable rules and regulations; determine the methods and schedules of all services; set standards of professional conduct, productivity and performance; subcontract work; permit supervisory and/or temporary employees to perform bargaining unit work; and, in general, to determine what work should be performed as well as when, where, how and by whom such work shall be performed. These enumerated rights of management are not all inclusive. Except as expressly limited by specific provisions of this Agreement, the Hospital retains all rights which pre-existed this Agreement.

Article 8 – Hours of Work/Schedules/Breaks

Section 1.

The basic work week for full-time employees consists of thirty-five (35) to forty (40) hours of work per week. The work week 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 (8), ten (10) or twelve (12) hours of work per day.

The basic workday is the twenty-four (24) hour period beginning with the start of the day shift.

Section 2.

The basic eight-hour (8) work shifts are as follows:

- Day shifts shall begin at or after 6:00 a.m. and end at or before 6:00 p.m.
- Evening shifts shall begin at or after 3:00 p.m. and end at or before 1:00 a.m.
- Night shifts shall begin at or after 11:00 p.m. and end at or before 8:00 a.m.

Section 3.

The basic ten-hour (10) work shifts are as follows:

- Day shifts shall begin at after 6:00 a.m. and end at or before 6:00 p.m.
- Evening shifts shall begin at or after 2:00 p.m. and end at or before 1:00 a.m.
- Night shifts shall begin at or after 9:00 p.m. and end at or before 8:00 a.m.

Section 4.

The basic twelve-hour (12) shifts are as follows:

- Day shifts shall begin at or after 7:00 a.m. and end at or before 8:30 p.m.
- Evening shifts shall begin at or after 2:00 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 8:30 a.m.

Section 5.

Employees (other than those hired to work weekends) may be required to work every other weekend. Provided, employees initially hired with or subsequently given the specific understanding that they would work no weekends or less than every other weekend and who have not worked a significant number of weekends contrary to such an understanding prior to the effective date of this agreement will not be required to work every other weekend. The Hospital may continue schedules of any combination of hours, weekends and/or holidays provided they have been described at hiring or on a job posting.

Section 6.

The establishment of a basic workday, workweek or work-shifts shall not be construed as a guarantee of the number of hours of work per day, work-shifts or days of work per week.

Section 7.

Part-time employees may be assigned shifts within the basic shifts above.

Section 8.

To the extent there are current employees working in shifts at variance from the basic shifts, those shifts may be continued.

Section 9.

Employees regularly scheduled to work six (6) hours or more shall receive a fifteen-minute (15) paid rest period to be scheduled by the department and exclusive of a one-half hour unpaid meal period (recognized and established

departmental policies to the contrary in effect prior to the effective date of this agreement will be continued, provided that eligible employees shall receive at least the minimums provided by this paragraph). The meal period shall be duty-free with the understanding that employees will exercise professional judgment and respond to emergencies, if necessary, during the meal period. In such cases, if a meal period is interrupted in order to respond to an emergency, the employee will be given a substitute meal period or paid in lieu thereof. An employee whose working day is ten (10) hours or more will be granted an additional fifteen-minute (15) paid rest period to be taken as soon after the eight (8) hour shift ends as is reasonably possible.

Section 10.

A work schedule shall be posted at least two (2) weeks in advance of the first day on which the schedule is to be effective. Specific work schedules for each department or unit/section shall be prepared covering a period of at least four (4) weeks unless there is currently a longer period. 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. 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.

Section 11.

Rotation refers to temporary reassignment of employees from their regular shift to another shift. Employees may be rotated according to departmental needs, provided employees initially hired with or subsequently given the specific understanding that they would work no rotations and who have not worked a significant number of rotations contrary to such an understanding prior to the effective date of this agreement will not be required to rotate.

Section 12.

Every effort will be made to avoid scheduling rotation which results in an employee rotating to the evening shift and having to return to work the next morning on a day shift. In no case will an employee be required to rotate to two (2) different shifts during the same work week. Rotation will be assigned among qualified employees on an equitable basis (the foregoing is subject to the following paragraph).

Section 13.

Employees hired with the specific understanding that they would work only the day, evening or night shift without rotation to another of those shifts and who have not worked a rotating schedule prior to the effective date of this agreement shall not be rotated absent mutual agreement.

Section 14.

Floating refers to the temporary reassignment of an employee from his or her regular department or unit to another department or unit on the same shift. Employees may be given floating assignments according to departmental needs. The Hospital shall use existing permanent floats or hire permanent floats where feasible. If there are no permanent floats or permanent floats are not feasible, the floating assignment will be made by inverse seniority among qualified employees absent mutual agreement between the employee and his/her supervisor. Whenever possible Certified Nursing Assistants will be assigned to work on their own floors for overtime when a shift is available on that floor. Nonetheless, the Hospital may float a Certified Nursing Assistant as required to meet patient care needs. When a unit is temporarily closed, the Hospital may assign the affected employees to other units in the Hospital. The affected employees will not displace other employees from their regularly assigned unit.

Section 15.

Employees are required to notify their supervisor or department as designated as far in advance of their scheduled reporting time as possible when the employee is to be absent.

Section 16.

During the life of this agreement it may be necessary for the employer to permanently change the regular shifts, assignments to departments, units or shifts and/or hours of shifts as they existed at the time this Agreement was executed. Any employee affected by such changes will receive at least four (4) week's notice thereof. In the event that a change affects less than all the employees in a particular classification in a department or unit, seniority among qualified employees will apply in selecting those employees who will be affected by the change.

Section 17.

Employees assigned constant observation duties shall not be assigned such duties more than four (4) hours in a shift provided qualified relief employees are available.

Article 9 – Categories of Employees and Payroll Types

Bi-Weekly Payroll

Section 1. – Full-time Exempt.

Employees paid on a salaried basis with regularly scheduled hours of seventy (70) or more per biweekly pay period.

Section 2. – Regular Part-time Exempt.

Employees paid on a salaried basis with regularly scheduled hours between sixteen (16) and sixty-nine (69) per biweekly pay period.

Weekly Payroll

Section 3. – Full-time Non-exempt.

Employees paid on an hourly basis with regularly scheduled hours of thirty-five (35) or more per week.

Section 4. – Regular Part-time Non-exempt.

Employees paid on an hourly basis with regularly scheduled hours between eight (8) and thirty-four (34) per week.

Section 5. – Per Diem.

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

Temporary – Full-time or Part-time

Section 6.

Employees hired for a specified period of time on a temporary basis not to exceed nine (9) months. Temporary employees will receive no less than the starting rate for the classification. Temporary employees will not accrue

seniority or bidding rights and will be informed of their temporary status at the time of hire. The Hospital agrees that temporary employees and per diem employees will be employed consistent with the Hospital's current practice.

Article 10 – No Strike – No Lockout

Section 1.

The term "strike" shall include any strike, sympathy strike, sit down, and any other stoppage or interruption of work.

Section 2.

The Union agrees that there shall be no strikes by the Union or any bargaining unit employees during the term of this Agreement. The Hospital agrees that there shall be no lockout during the term of this Agreement.

Section 3.

Any employee who causes, encourages or participates in a strike in violation of this Article may be discharged, subject to the grievance and arbitration provision of this Agreement. (If arbitrated, and the arbitrator finds the employee to have violated this Article, discharge shall be the proper remedy).

Section 4.

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

Article 11 – Union Representation and Stewards

Section 1.

Union representatives will be allowed access to Hospital premises to meet with employees, Stewards, or Hospital representatives, in the course of investigating and processing grievances with the understanding that reasonable advance notice will be given to the Human Resources Site Manager or designee.

Section 2.

The Hospital recognizes the right of the Union to designate Stewards, Union Liaison(s), and alternates for the investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

Section 3.

Stewards, Union Liaisons, and alternates have no authority to take strike action, or any other action interrupting Hospital operations, except as authorized by official action of the Union.

Section 4.

The Hospital recognizes these limitations upon the authority of Stewards, Union Liaisons, and their alternates, and shall not hold the Union liable for any unauthorized acts. The Hospital in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Steward or Union Liaison has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement

Section 5.

A Union Steward or Liaison may investigate and adjust the grievance of an employee after notification to his/her supervisor. Such activity, including the submission and discussion of grievances in the grievance procedure, will be limited to reasonable times during working hours.

Stewards shall not perform representational duties on the clock when a Liaison is available. Stewards shall not duplicate the work of Liaisons by attending the same meetings. This shall not preclude the calling of Stewards as witnesses in grievance procedure meetings.

Section 6.

Stewards and Union Liaisons will have reasonable access to Hospital telephones for investigating/processing grievances pursuant to the contractual grievance procedure.

Section 7.

During any investigatory interview that reasonably may lead to discipline, an employee may request that a Union Steward or Liaison be present. If requested, the interview will be suspended until a Steward is available. If none is available, the employee will not be required to continue the interview.

Section 8.

The Hospital will provide bulletin boards for exclusive Union use at the following locations, as well as all off-site locations where twenty (20) or more Union employees are regularly employed:

- Multiphasic Building Basement – Outside Mechanic Shop
- Main Building Cafeteria – Outside Dining Room
- Jane Brown – Ground Floor – Ambulance entrance hallway – adjacent to badge machine
- Ambulatory Patient Care Basement – Opposite entrance to Medical Records, right of women’s locker room
- Ambulatory Patient Care – First Floor – to the right of entrance
- Hasbro Children’s Hospital – First Floor
- Laundry Building Basement – to the left of service elevator
- Davol Building – First Floor – Right of Anesthesiology Office – Adjacent to badge machine
- Power Plant
- Sub-basement – Main Building – Locker Room Exterior wall
- Co-Op Care/Medical Mall – (establish new location)
- Power Plant – third floor
- Capeway Building – near entrance to employee locker room
- Coro West – Ground floor

Section 9.

The bulletin boards shall be used only for the posting of notices to bargaining unit employees of the date, time and location of Union meetings; names and titles of Union officers and other officials; the date, time, location of Union-sponsored social events, and other similar informational items affecting bargaining unit employees.

Section 10.

The Hospital agrees to grant without discrimination or loss of seniority rights and without pay, and with all benefits continued as if actively at work, to any employee designated by the Union to attend a labor convention or serve in any capacity or other official Union business, leaves of absences as follows:

- a) Skilled Maintenance Unit – one (1) employee up to (6) six months in a calendar year, two (2) employees up to (2) two weeks each in a calendar year.
- b) All Other Non-Clinical and Clinical Support– one (1) employee up to (6) six months in a calendar year, six (6) employees up to (2) two weeks each in a calendar year.
- c) Should one employee be elected or appointed to a full-time Union position, the unpaid leave shall be for the duration of this contract.
- d) Except that during the period of collective bargaining, the two (2) designated Chief Stewards of the aforementioned bargaining units will be relieved of their regular duties to attend negotiations.

Section 11.

At the time of hire, the Hospital will advise all new workers in the unit that the Union is their collective bargaining representative. During their first day of work, such workers will be given a copy of the collective bargaining agreement and the name of their Union Steward. At the conclusion of new employee orientation, the Hospital will announce that Teamster represented employees are invited to remain to meet with the Union for an additional five (5) minutes.

Section 12.

The Hospital will also notify the Union monthly of all new hires and transfers into the bargaining unit, including names, addresses, phone numbers (when provided to the Hospital), classifications, wage rates, scheduled hours and hiring dates of each new employee and the names of those employees who have terminated. Temporary new hires will be identified. Upon request, the Hospital will confirm social security numbers voluntarily given by the employee to the Union.

Section 13.

The Hospital will supply to the Union upon request an up-to-date list of bargaining unit workers including names, alphabetically listed, addresses, phone numbers when available to the Hospital, wage rates and hire dates and scheduled hours.

Section 14.

The Hospital will release one (1) Steward or alternate from each department to attend monthly Stewards' meetings of no more than two (2) hours' duration and their work schedules will be adjusted accordingly without loss of hours or wages, contingent on staffing needs. The monthly meetings will be scheduled each year at the beginning of the year, with at least two (2) week's notice of changes.

Section 15.

The Union may select up to a maximum of four (4) employees who share a maximum of forty-eight (48) hours of paid time to serve in the capacity of "Union Liaisons". While the selection of the employees is at the discretion of the Union, the selection of the employees shall be discussed with the Hospital and the Union agrees that Union Liaison schedule(s) may be adjusted as needed to meet patient care needs.

Union Liaisons are designated to assist in labor management communications, work with Union Leadership and Human Resource representatives to resolve employee concerns, participate on identified Labor-Management Committees and assist the Hospital and the Union with employee retention. Consistency and stability of the "Union Liaisons" are essential to the success and effectiveness of the role.

To ensure consistency and stability of the Union-designated "Union Liaison", the Hospital and the Union hereby agree that an employee appointed by the Union to serve as a Union Liaison will be granted "super seniority" only as it relates to the layoff/bumping process.

So long as the employee is serving as a Union Liaison, the employee will not be included in the seniority ranking of a department for the purpose of position restructuring, layoff or any other “bumping” event where the final decision is based on the employee’s seniority.

Should the employee be removed from the Union Liaison position at the discretion of the Union, the employee shall not retain any “super seniority” rights as to position restructuring, layoff or any other “bumping” event where the final decision is based on the employee’s seniority.

Article 12 – Employment, Postings and Transfer Practices

Section 1.

Employees who have completed the probationary period and have served a total of six (6) months of continuous service in their current position will be considered for posted openings. After a position is posted the successful applicant will be placed in that position;

- Fourteen (14) days after a replacement has been in the position: or
- Within sixty (60) days after the vacated position is awarded, provided that a qualified replacement is available.

In any event, the successful applicant will be placed in that position no later than within ninety (90) days after that position was awarded.

Section 2.

Consistent with the hours of work and scheduling provisions of this agreement, full-time, regular part-time and per diem bargaining unit permanent vacancies which are not filled by adjusting hours or shifts of current employees will be posted on Hospital bulletin boards. Vacancies will be posted Hospital-wide for seven (7) days.

Section 3.

Positions outside the bargaining unit that are non-physician positions below department head level will be posted on the Hospital’s electronic website with the understanding that it is within the Hospital’s discretion as to whom to consider or select for such positions.

Section 4.

Applicants must apply to the Human Resources Department within the seven (7) day posting period. Between qualified applicants with equal experience, skills and abilities, Hospital-wide seniority will prevail. The Hospital may reject applicants subject to serious written discipline within twelve (12) months preceding the date of the employee's application.

Section 5.

For all full-time vacancies, full-time, part-time and per diem applicants will be considered in the following order of preference:

- First: Full-time from within the department
- Second: Part-time from within the department
- Third: Full-time from outside the department
- Fourth: Part-time from outside the department
- Fifth: Per Diem from within the department
- Sixth: Per Diem from outside the department

For all part-time vacancies, full-time, part-time and per diem applicants will be considered in the following order of preference:

- First: Full-time or part-time from within the department
- Second: Full-time or part-time from outside the department
- Third: Per Diem from within the department
- Fourth: Per Diem from outside the department

Section 6.

Outside applicants will not be offered employment if any qualified current employee applies for and accepts a posted position.

Section 7.

Postings will identify job title, schedule (days of week and hours), department and pay code. Applicants, upon request, will be provided with a copy of the job description of the job for which they are applying. Postings will include a statement that applicants may request a job description from Human Resources. Job descriptions will

accurately match the posted job. A copy of all postings shall be emailed or faxed to the Union on the day of the posting.

Section 8.

Employees who are absent due to sickness, layoff, vacation or leave of absence may request in writing that they be mailed by the Hospital the current list of posted openings. Subsequent requests may be made for the duration of such absence. In order to be selected, applicants must be able to report for work within the operational needs of the department. The Hospital will send the employee the first three (3) weeks of postings, thereafter, the employee has to renew the request every three (3) weeks.

Section 9.

Unsuccessful applicants, with a copy placed in the designated Union mailbox in the Hospital, will be notified in writing within ten (10) days after the Hospital makes its decision in filling a vacancy. The applicant will be notified whether the Hospital withdrew the vacancy, whether the applicant was not qualified for the position or, if a more senior applicant was selected, and the seniority date of that employee.

Section 10.

Employees who have applied for and received a posted vacancy may return to their former position within five (5) working days or within thirty (30) days if that position remains vacant.

Section 11.

As to employees hired after October 1, 1994, relatives of department heads, managers, supervisors or any persons acting as supervisors shall not be employed under the direct or indirect supervision of such managerial personnel.

Section 12.

Opportunities for permanent increases in regularly scheduled hours of four (4) or more per week will be posted for seven (7) days within the department. Among those qualified applicants with equal experience, skills and abilities,

Hospital-wide seniority will prevail. Regularly scheduled hours will not be added incrementally to evade the intent of this section.

Section 13.

In the event that the Hospital determines that a newly transferred employee is unable to satisfactorily perform the duties of her/his new position, such employee may be returned to her/his previous position, or if the previous position has been filled, to an equivalent vacant position within five (5) working days of the date she/he is transferred into the new position.

For purposes of this section, an equivalent position shall include the same classification, pay, benefits, shift and the same or equivalent work schedule. In the event that the employee's former or an equivalent position is unavailable the employee will be placed on layoff with the rights described in Article 16.

Section 14.

The Hospital may prohibit simultaneous employment with the Hospital and/or Lifespan Corporate Affiliate(s). This prohibition shall not apply to any employment arrangements in existence prior to the effective date of this contract.

Article 13 – Grievance and Arbitration Procedure

Section 1.

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

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

Section 2.

STEP 1 Within ten (10) days of the occurrence or non-occurrence which gives rise to the grievance, the aggrieved employee shall discuss the grievance with his/her immediate supervisor, however, an employee aggrieved by a violation of the wage provisions of this agreement may initiate a grievance at any reasonable time after the

employee discovers the violation. If requested by the employee, the employee may be accompanied by a Union Steward. Notice to an employee of a decision shall trigger the timeliness requirement of this step.

STEP 2 If the employee's immediate supervisor does not satisfactorily resolve the dispute within five (5) days after the submission of the grievance at Step 1, the employee may file a formal grievance which, when presented, shall be reduced to writing, reasonably describing the dispute or complaint and signed by the aggrieved employee. The aggrieved employee or an authorized Union representative may present this signed grievance to the appropriate Department Director or designee. At Step 2, a meeting will be held between the parties, including the Director or designee, business agent, steward, and grievant for the purpose of conducting a fact-finding investigation on circumstances leading to the conditions and cause of the grievance. Said meeting will be held no more than fifteen (15) days following the filing of the written official grievance form. Upon a fair evaluation of the facts, the grievance will be resolved, withdrawn or denied in writing within seven (7) days of the Step 2 meeting, and if not resolved or withdrawn may be appealed to Step 3.

STEP 3 If the second step answer is not accepted, then the written grievance may be submitted by the Union to the Human Resources Vice President or designee to this third step of the grievance procedure within five (5) days following receipt of the second step answer. A grievance presented in this step must be reduced to writing, and reasonably describe the dispute or complaint, and be signed by an authorized Union representative. A meeting between authorized Hospital representatives and the business agent of Local 251, or designated international representative, shall be held within seven (7) days after submission of a grievance into this third step. The Hospital's answer to the grievance presented at this third step shall be reduced to writing and given to the Union within seven (7) days after the third step meeting. The Hospital shall provide a written response to all grievances presented at Step 3.

STEP 4 Upon receipt of the Hospital's response at Step 3, and within thirty (30) days of said response, the Union may elect to pursue resolution of the grievance by submitting the dispute to the American Arbitration Association. The Union's failure to submit a grievance for arbitration in the above manner shall be deemed as a final resolution of the grievance on the basis of acceptance of the Hospital's Step 3 answer.

Grievances presented to the American Arbitration Association must be submitted separately and may not be combined for purposes of arbitration. The American Arbitration Association shall direct each grievance to be heard, in rotation in order from the following list of arbitrators Lawrence T. Holden, Philip J. Dunn, Alan Drachman, Marcia Greenbaum, Mark Irvings, Mark Pfeiffer, Roberta Golick, and Arnold Zack.¹ Should any of these arbitrators decline an appointment, or be unable to offer a hearing date within six (6) months from submission (three (3) months for discharge cases), the grievance shall be referred in turn to the next arbitrator on the list. In all discharge cases, briefs, if any, must be filed within fourteen (14) days after the close of hearing, unless a stenographic record is requested, and shall be limited to fifteen (15) pages in length. The arbitrator's decision shall be issued within thirty (30) days of receipt of the briefs.

Either the Hospital or the Union may request that a stenographic record be made of the arbitration proceedings which shall be the official record of those proceedings. The party initiating the request shall arrange for a stenographer certified as a court stenographer in the Rhode Island Superior Court. The party requesting the transcript shall pay the stenographer's attendance fee and the cost of the original to the arbitrator. Each party shall pay the cost of their copy of the transcript.

The decision of the arbitrator shall be final and binding. All costs and fees of the arbitrator and the American Arbitration Association shall be paid equally by the Hospital and the Union.

Section 3.

Failure on the part of the Hospital to answer a grievance at any step shall not be deemed acquiescence to or acceptance of the grievance. In such cases, the grievance may be processed to the next step in the grievance procedure.

¹ During negotiations for the 2015-2019 collective bargaining agreement, the parties agreed to select four (4) additional Arbitrators. The method for selection is detailed in the Tentative Agreement executed on March 20, 2015.

Section 4.

When necessary, a Union steward may, to the extent authorized by the Union, investigate and adjust the grievance of an employee after notification to his/her supervisor. Such activity, including the submission and discussion of grievances in the grievance procedure will be limited to reasonable times during working hours so as not to interfere with Hospital operations or patient care.

Section 5.

The arbitrator shall have no power to alter or amend any of the provisions of this Agreement. The arbitrator shall have no authority to substitute his or her judgment for the Hospital's regarding quality standards or patient care procedures.

Section 6.

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

Section 7.

All employees who have completed their initial probationary period may use this procedure.

Section 8.

All financial resolutions will be directed to the Business Agent.

Article 14 – Probationary Period

Section 1.

All new and rehired employees are considered to be in probationary period during the first ninety (90) calendar days of employment. Employees rehired within three (3) months of their termination in the same classification will not be required to serve another probationary period. Employment may be terminated at the discretion of the Hospital at any time during the probationary period without recourse to the grievance and arbitration procedure.

Section 2.

All new employees shall receive a copy of the job description which covers the employee's position and shall be notified of the department, hours and shift the employee is initially assigned. The new employee shall also be given a copy of the current collective bargaining agreement.

Article 15 – Seniority

Section 1. – Definition.

Seniority means length of continuous employment from the most recent date of hire. Supervisors returning to a bargaining unit position will be credited with seniority accrued only through the first line supervisory level. The Hospital agrees to meet with the Union in an effort to avoid said supervisor or non-unit personnel from displacing bargaining unit employees.

Seniority will be accrued on the basis of the calendar date of employment.

A worker shall acquire seniority after completing the probationary period and seniority will then be credited retroactive to date of hire.

Section 2. – Restoration after Termination.

Any worker who returns to work within thirty (30) days of termination shall have all seniority and benefit eligibility restored immediately.

Section 3. – Loss of Seniority.

Seniority will be lost by:

- a. Resignation/Voluntary Quit except in cases where Section 2 above applies.
- b. Discharge for just cause.
- c. Unauthorized Leave of Absence.
- d. Failure to report on time from an approved Leave of Absence without prior approval for an extension

- e. Employees who are absent from work and fail to call in to their supervisor for three (3) scheduled work days and who have not been granted a Leave of Absence during that three (3) day period or who do not present evidence satisfactory to the Hospital showing they were unable to report, or proof of their inability to report back due to genuine emergency beyond the control of the employee will be deemed to have quit with resultant loss of seniority.
- f. Failure to return within two (2) weeks from layoff after being recalled by certified mail. However, employees shall not be denied further consideration for recall by declining to accept recall to a position which provides less pay, differs in content, is on a different shift or with different weekly hours from the position from which they were laid off.
- g. Failure to be recalled from layoff for a period of twelve (12) months or the employee's length of continuous service, whichever is shorter.

Section 4. – Seniority Date.

Where employees have the exact same seniority date and are in conflict over a particular issue based on seniority, a random determination shall be made each time in front of the affected employees. A coin toss shall be used when only two (2) employees are involved.

Section 5. – Leave of Absence.

Employees on any approved leave of absence shall continue to accrue seniority for all purposes, including step increases.

Section 6. – Seniority List.

All departments will maintain a single Seniority List in a central location for each job classification. Each list will indicate the employee's full-time, part-time or per diem status.

Article 16 – Layoffs and Recalls

Section 1.

Hospital-wide seniority, both in and out of the bargaining unit, shall apply to the selection of employees for layoffs and recall there from. Supervisors returning to bargaining unit positions prior to January 1, 2015 will be credited with seniority accrued through the first-line supervisor level.

Section 2.

When it becomes necessary to lay off employees within the bargaining unit, after determining the impacted positions, the Hospital will notify the employees holding positions subject to layoff and the Union (to the Union Business Agent or delivered to the Union office) at least thirty (30) days in advance of the date of the layoff. The Hospital will provide the impacted employee with a bump list as well as advise them of any vacant positions for which the employee is qualified. An employee whose position is being eliminated shall have preference for posted vacancies with the same or equivalent work schedule for which they are qualified in the event they choose not to exercise their bumping rights.

Upon request, the Hospital will meet with the Union representatives to discuss the layoff.

Section 3.

In the event of layoff, employees in the bargaining unit in the impacted positions as identified by the Hospital shall be laid off in the following order:

- First, all temporary employees.
- Second, all probationary employees by inverse order of hiring.
- Third, all per diem employees.
- Fourth, regular full- and part-time employees by inverse order of seniority.

Section 4.

Employees affected by a layoff may bump a less senior employee in the bargaining unit provided the employee is qualified to perform the available work. Qualified means the ability to fill the position in an acceptable manner with reasonable supervision and orientation up to a maximum of five (5) working days, and includes the ability to pass any competency and skills test required of the position. Employees may not bump into a position with greater regularly scheduled hours unless necessary to match the earnings level of the employee's position.

Section 5.

Employees affected by a reduction in force are limited to two (2) bump applications. Employees may be required to make their bump selection within forty-eight (48) hours after a current list of names, classifications, seniority dates, total hours held, the shift and the weekend rotation, if any, has been made available.

Section 6.

Notice shall be given "in person" to the employee who has been bumped when reasonably possible but in cases where such "in person" notice is not reasonably possible, such employee will be notified by telephone.

Section 7.

Employees may bump under the provisions of this Article only if the layoff is for one (1) week or more. Layoffs of less than one (1) week will be used only when necessary in exceptional cases and not in a repetitive manner to avoid bumping. Effective January 1, 2015, first line supervisors and all other non-bargaining unit employees shall be prohibited from bumping into a bargaining unit position.

Section 8.

If an employee bumps or bids to a lower or higher paying position, he or she will be paid the applicable rate for that position.

Section 9.

At any point in the procedures under this Article, the Hospital and the employee may mutually agree that the employee be laid off rather than exercise bumping rights.

Section 10. – Rights of Employees Bumped.

Bumped employees will have the same bumping rights as the laid off employee.

Section 11.

Employees who have been laid off will be eligible for recall for up to eighteen (18) months after the effective date of layoff. Eligible employees shall be recalled in the inverse order of their layoff. Eligible employees will be recalled during the eighteen (18) month period before a temporary employee is hired into the position from which the employee was laid off.

Section 12.

Employees who have been laid off shall continue to receive the benefits of Article 32 for a period of ninety (90) days following the effective date of the layoff. Thereafter, employees who are laid off may continue to participate in the medical-Hospital plan by paying to the employer the full cost of the plan for a period of one (1) year following their layoffs.

Section 13.

In the event of a layoff, an employee may request payment of unused holiday or vacation pay.

Section 14.

When a department or unit is temporarily closed (a period of two (2) weeks or less), if there are vacant positions available elsewhere in the Hospital, qualified employees will be offered those positions in order of seniority. Temporarily displaced employees not offered or accepting a position elsewhere may use accrued vacation or holiday time or accept layoff for purposes of receiving unemployment benefits only.

Article 17 – Discharge or Discipline

Section 1.

The Hospital shall not discharge, suspend nor otherwise discipline any employee without just cause. In all cases involving the discharge or suspension of an employee, the Hospital must within three (3) days notify the employee in writing of his discharge or suspension and the reasons therefore. Such written notice shall also be given to the Steward or Liaison and placed in a designated Union mailbox in the Hospital. In addition, a copy of all written disciplinary warnings shall be placed in a designation Union mailbox in the Hospital no later than seven days after delivery to the employee.

Section 2.

The parties agree that progressive discipline is an important element of just cause. Wherever appropriate, disciplinary action shall progress from verbal counseling, written reprimands, and suspension to discharge.

Section 3.

Disciplinary material shall be removed from an employee's personnel file after twelve (12) months provided no additional similar disciplinary action has occurred.

Section 4.

Any employee discharged must be paid in full for all wages owed him/her by the Hospital, including earned holiday or vacation pay, if any, within five (5) days from the date of discharge, except that, employees with less than one (1) year of service shall not be paid for accrued but unused vacation if separated from employment for any reason.

Section 5.

A grievance protesting a discharge or suspension must be submitted to the Hospital within ten (10) days from the date of discharge or suspension and the grievance will be processed beginning at Step 2 of the Grievance and Arbitration procedure.

Article 18 – Paid Leaves of Absence

Section 1.

Full-time and part-time employees with regularly scheduled hours of twenty (20) or more per week who have completed the probationary period are eligible for the following paid leaves of absence during which benefits and insurance coverage are retained.

Section 2. – Bereavement/Funeral Leave.

Employees shall be granted bereavement leave for up to three (3) consecutive scheduled work days in the event of the death of a member of the immediate family. “Immediate family” means the employee’s mother, father, sister, brother, wife, husband, common-law spouse, children, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepchildren or stepparents.

One (1) day shall be granted for any person living with the employee or for the employee’s aunt, uncle, grandchildren, niece or nephew. For death of a grandparent, employees shall be granted up to two (2) consecutive scheduled work days.

All bereavement leave must encompass any one of the following (i) the date of death, (ii) the date of funeral, or (iii) date of memorial service.

Employees may be required to provide verification of the death and/or relationship to the employee.

Payment for such leave will be at the employee’s regular straight-time rate of pay, plus shift differentials for employees regularly assigned to the evening or night shift, up to the employee’s scheduled hours for each day of absence.

Section 3. – Military Training Leave.

Employees serving as members of the National Guard or military reserves will be granted military training leave of up to two (2) weeks annually and have their job rights protected consistent with current legal requirements.

Employees are required to notify their supervisor as soon as possible after receiving notice of the dates of required military service.

Payment for such leave will be the difference between the employee's regular straight-time weekly earnings plus shift differentials for employees regularly assigned to evening or night shift and any payments by the military.

Employees are required to submit military pay vouchers to their supervisor upon returning from military duty in order for payment to be made.

The Hospital shall comply with all applicable State and/or Federal laws and regulations relating to military service.

Section 4. – Jury Duty and Related Absences.

Employees are required to notify their supervisor as soon as possible after receiving notice to appear for jury duty and for submitting records from the court for the day(s) spent on jury duty. Upon completion of leave, the employee will be returned to their position with no loss of benefits or seniority.

Payment for such leave will be at the employee's regular straight-time rate of pay, plus shift differentials for employees regularly assigned to the evening or night shift, up to the employee's scheduled hours for each day of absence, offset by any fees paid by the court.

When, on behalf of the Hospital, or when required by a government agency, an employee is required to appear in court, attends the taking of depositions, or appears at external fact-finding or investigatory hearings, the time will be considered hours worked and will be paid as such. For such appearances, reasonable expenses related to mileage, parking and/or meals will also be reimbursed when accompanied by receipts or other records of payment.

Employees may request time off from work for appearances in court for other reasons or for external proceedings, whether voluntary or involuntary. When approved, such absences will be considered unpaid time off, and employees may use accrued vacation or banked or floating holidays to cover up to the employee's scheduled hours for each day of absence.

Such approval will be granted when an employee is required by subpoena to appear in court or when an employee is a party to a lawsuit and is required to appear at a deposition or in court, provided the employee gives reasonable advance notice and a reasonable effort is made to accommodate the Hospital's scheduling needs.

For third shift employees eligible for leave under this section who are scheduled to work the night immediately preceding a day of jury duty or court appearance, the day of leave shall be the night before the day of jury duty or court appearance.

If an employee serves on jury duty for a full week, i.e., Monday through Friday, the employee will not be required to work the next Saturday. If the employee had been scheduled to work the Saturday, the employee will receive pay at their straight time rate for the hours they had been scheduled to work.

Time off without pay shall be granted an employee for the purpose of testifying before a state or federal legislative body about legislation affecting his/her profession, provided the employee gives reasonable advance notice and a reasonable effort is made to accommodate the Hospital's scheduling.

Article 19 – Sick Time

Section 1.

Full-time and part-time employees with regularly scheduled hours of twenty (20) or more per week shall accrue at the rate of up to ten (10) sick days totaling eighty (80) hours per year. Accruals of sick time begin with the first pay period following the date of employment and occur for each subsequent pay period in which the employee is at eligible hours. Accrued sick hours are available for use by these employees beginning with the first pay period following the completion of the initial probationary period.

Section 2.

Sick time for weekly payroll employees is accrued on the basis of actual paid hours at the rate of 1.54 sick hours for every forty (40) paid hours, excluding overtime.

Section 3.

Sick time for biweekly payroll employees is accrued on the basis of the total regularly scheduled hours in each biweekly pay period at the rate of 3.08 hours for every eighty (80) regularly scheduled hours.

Section 4.

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

Section 5.

Employees may use available sick hours of absences from work due to their personal sickness, injury or disability, or when necessary to care for the employee's parent, spouse (including common-law spouse), child, mother-in-law, or father-in-law because of their illness or injury. Employees who desire to use available sick hours shall notify their supervisor or designee as soon as possible before their next scheduled shift that they will not be reporting to work. Employees may request use of sick hours for planned absences due to medical or dental appointments. Such requests will be granted provided sufficient advance notice is given to the employee's supervisor and the request does not interfere with work schedules or patient care.

Section 6.

Employees who file for and are determined to be eligible for Rhode Island Temporary Disability Insurance or workers compensation may receive from the employee's available sick hours the difference between the employee's regular straight-time weekly earnings, plus shift differentials for employees regularly assigned to evening or night shifts, and temporary disability insurance payment or workers compensation payments or the employee may receive the full sick hours he/she is entitled to under the preceding paragraph.

Section 7.

Employees may be required to produce written verification or other proof of illness or disability insurance payments before sick time is paid. Written verification will not be required except when absences are for three (3) or more

consecutive work days or there is a reasonable basis to suspect abuse. Upon returning to work after an absence due to illness, injury or disability for three (3) consecutive days or more or when there is a reasonable basis for concern regarding the employee's fitness to return to duty, employees may be required to be examined in the Personnel Health Clinic or certified fit to return to duty.

Section 8.

Accruals and eligibility to use sick time will cease upon transfer to Per Diem status or upon a decrease in the employee's regularly scheduled weekly hours to less than twenty (20) per week. Upon any subsequent increase in the regularly scheduled weekly hours to twenty (20) or more per week, accruals will resume and any formerly available sick hours will become available for use.

Section 9.

Annually in the first calendar quarter, employees eligible to use sick time who have used less than one-half the sick hours accrued during the previous calendar year have the option to be paid for up to one-half the previous annual accrual, if available at the time of payment, less any sick hours paid during the previous calendar year. Available sick hours are reduced by the number of hours employees choose to be paid under this option, and balances of available sick hours at the beginning of the calendar year are adjusted so as not to exceed 240 hours.

Effective January 1, 2004: Annually in the first calendar quarter, employees eligible to use sick time who have used less than one-half the sick hours accrued during the previous calendar year have the option to be paid for the balance of their previous annual sick hour accrual at the rate of 80%. For example, if the employee accrued eighty (80) sick time hours and used thirty-two (32) hours during the year, the employee may opt to be paid for 80% of the remaining forty-eight (48) hours, i.e., 38.4 hours. In addition, annually in the first calendar quarter, employees eligible to use sick time who have not used any sick hours during the previous calendar year shall have the option to be paid for up to 100% of the previous annual accrual, if available at the time of payment. This paragraph will terminate as of December 31 of the calendar year in which the parties' 2003 Agreement terminates, notwithstanding that the Agreement itself terminates on a different date.

Article 20 – Unpaid Leaves of Absence

Section 1. – Medical and Family Leaves of Absence.

Effective upon ratification of the 2015-2019 agreement, employees who have completed the probationary period and who have worked at least 1,040 hours during the prior twelve months of their employment at the Hospital are

eligible for medical and/or family leaves of absence based on the following:

- Up to 2 years of employment – 13 weeks in a twelve-month period
- 2 years to 5 years of employment – 26 weeks in a twelve month period
- 5 years up to 20 years employment – Employees who have exhausted the 26 weeks leave are eligible for up to an additional 26 weeks for a total of 52 weeks during a 24 month period
- 20 years or more employment – Employees will be eligible for up to 18 months leave in a 24 month period. Employees will be required to pay the full cost of their health insurance premiums following the completion of 12 months (52 weeks) of leave.

Such leaves of absence are for the following purposes:

Section 2.

The birth of a child of an employee, provided the leave is completed within twelve (12) months of the child's birth.

The placement of a child less than eighteen (18) years of age with an employee for adoption or foster care, provided the leave is completed within twelve (12) months of the placement.

The care of the employee's parent, spouse, (including common-law spouse), child, mother-in-law or father-in-law with a serious health condition if supported by medical certification issued by the family member's provider and/ or

The employee's own serious health condition which makes the employee unable to perform the functions of his/her job if supported by medical certification issued by the employee's healthcare provider.

“Serious health condition” means an illness, injury, impairment or physical or mental condition that involves inpatient care in a Hospital, hospice or residential medical care facility or continuing outpatient treatment by a healthcare provider, including treatment for prenatal care.

Section 3.

The twelve month (12) period which determines the employee's eligibility for a leave shall begin with the date of the employee's first medical or family leave. Subsequent twelve-month (12) periods would begin each time the employee takes a medical or family leave after completion of the previous twelve-month (12) period.

Section 4.

When medically necessary to care for a family member's or the employee's own serious health condition, the leave may be taken intermittently in blocks of time or on a reduced daily or weekly schedule provided the total time absent does not exceed the maximum leave period. An employee granted such an intermittent or reduced schedule leave may be reassigned temporarily to another position with equal pay and benefits that better accommodates recurring periods of leave than the employee's regular position in accordance with other provisions of the contract. Upon successful completion of such temporary intermittent leave, the employee shall be returned to his/her prior position.

Section 5.

Employees requesting a medical or family leave are required to complete and submit to their immediate supervisor a request for leave of absence form which provides at least thirty (30) days' notice of the intended start of the leave, if the reason for the leave is foreseeable, or as soon as possible in unforeseeable situations.

Section 6.

Employees shall furnish required medical certification from health care providers generally within ten (10) days of requesting the leave. At its expense, the Hospital may require a second opinion concerning any information certified by the original healthcare provider and a third opinion in the event it determines the need to resolve conflicting first and second opinions. The Hospital may require employees to furnish subsequent recertification from healthcare providers at reasonable intervals during the leave.

Section 7.

Employees must use available sick time for leaves for the employee's own serious health condition and may use available vacation time (after sick time is exhausted) for such leaves or other leaves. Employees on leave may continue their group health, dental, life and disability plans and flexible spending accounts provided the required employee contributions for benefits coverage are made for each month of continued coverage by the first of the month. Failure to make these timely payments may result in cancellation of the employee's benefits coverage.

Section 8.

For leave required due to work related injury or illness, the employee's leave shall be for up to eighteen (18) months.

Section 9.

The Hospital and the Union agree this Article is intended to meet or exceed the current state and federal legal requirements for medical and family leaves of absence.

Section 10. – Educational and Personal Leaves of Absence.

Full-time and part-time employees with regularly scheduled hours of twenty (20) or more per week who have completed the probationary period are eligible to request unpaid leaves of absence for periods up to fifty-two (52) weeks for purposes of pursuing formal education, personal needs not addressed by other types of leaves and extending the period of absence of other leaves. Employees may request extensions to previously approved educational or personal leaves of up to an additional fifty-two (52) weeks. For educational leaves related to the employee's current position or another position at the Hospital, employees shall be entitled to up to thirty (30) days leave per year, additional education leave shall be discretionary as described in the above paragraph.

Section 11.

Employees requesting an educational or personal leave are required to complete and submit to their immediate supervisor a request for leave of absence form which provides at least thirty (30) days' notice of the requested starting date of the leave in foreseeable circumstances and as soon as possible in unforeseeable circumstances.

Section 12.

Employees on leave may continue their group health, dental, life and disability plans and flexible spending accounts provided the required employee and Hospital contributions for benefits coverage are made for each month of continued coverage by the first of the month. Failure to make these timely payments may result in cancellation of the employee's benefits coverage.

Section 13.

For approved leaves where the duration is intended to be less than six (6) months, employees may use available vacation hours as part of the leave provisions. For leaves intended to be six (6) months or longer, the employee's available vacation hours will be paid on the payday following the employee's last normal payday.

Section 14. – Military Leaves of Absence.

Employees who are members of a military service or the National Guard and who present appropriate military orders or who enlist are entitled to military leaves of absence to fulfill military duty, training or service and have their job rights protected consistent with current legal requirements.

Section 15.

Employees are required to notify their supervisor as soon as possible after receiving military orders that will require taking a military leave and to complete and submit to their immediate supervisor a request for leave of absence form.

Section 16. – Returning from Unpaid Leaves of Absence.

- A. Employees who return from any approved leave of absence within thirteen (13) weeks from when the leave began will be reinstated to the position which the employee held at the start of the leave, or to an equivalent position. An equivalent position shall ordinarily mean the same classification, pay, benefits and shift, and the same or equivalent work schedule.
- B. Employees who return from an approved leave of absence within fourteen (14) through twenty-six (26) weeks from when the leave began will be offered an equivalent position, or their former position if the position is still

vacant. An equivalent position shall ordinarily mean the same classification, pay, benefits and shift, and the same or equivalent work schedule.

- C. Employees who return from an approved leave following twenty-six (26) weeks of absence shall 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.
- D. While the Hospital cannot guarantee reinstatement to the employee's former position beyond a thirteen (13) week period, the Hospital will return the employee to their former position if the position is still vacant at the time the employee is available to return to full duty status.
- E. Employees who extend medical or family leaves in excess of the appropriate maximum by obtaining approved personal leaves are not guaranteed such reinstatement on returning from the personal leave. An employee terminated on return from a personal leave of absence under this paragraph will be placed on recall under the terms of Article 16 and recalled if there is a position for which they are qualified at the time of recall.

Article 21 – Health and Safety

Section 1.

The Hospital shall continue to maintain a safe and healthy workplace.

Section 2.

The Hospital shall provide and maintain necessary equipment in proper working order and supplies required for employees to safely perform their duties and responsibilities.

Section 3.

The Hospital shall observe all applicable health and safety laws and regulations and will take all reasonable steps necessary to ensure employee health and safety.

Section 4.

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

Section 5.

The Hospital shall continue its practice of providing transportation or escort for employees to and from employee parking areas.

Section 6.

Security officers shall continue to be available for all of the Hospital facilities including the security officer on duty located at the main entrance to the Emergency Department between 8:00 p.m. and 7:00 a.m. every day.

Section 7.

X-ray badges and appropriate protective gear, including thyroid collars, shall be readily available for all staff working x-ray areas including trauma rooms.

Section 8.

When an employee is injured on the job, he/she shall be guaranteed his/her straight-time pay for the day injured.

Section 9.

A work-related illness or injury while on duty will be reported to the employee's immediate supervisor or department head. The employee should then report to the Hospital's employee health clinic.

Section 10.

For any employee who suffers a work-related injury or illness, the use of the Emergency Room facility and treatment will be provided at no charge when employee health clinic is closed, upon referral from employee health clinic or when the nature of the injury requires immediate services. If referred by the Emergency Room or employee health clinic, treatment by any physician or clinic within the Hospital also will be at no cost to the

employee. For non-work related injury or illness which affects an employee while on duty, the initial exam by the employee health clinic or the Emergency Room will be at no cost to the employee.

Section 11.

The Hospital agrees to cooperate toward the prompt disposition of employee on-the-job injury claims.

Section 12.

All examinations when required by the Hospital and performed under its direction shall be paid for by the Hospital. Employees, other than the applicants, shall be paid for all time required to take all such examinations, not to exceed two (2) hours at the straight-time hourly rate of pay. In instances of disputes regarding an employee's ability to work, the Hospital and the Union will mutually agree on an independent second opinion. If there is no agreement within three (3) days, the Hospital may require an independent second opinion. If a second opinion is not by a physician chosen by mutual agreement between the Hospital and Union, the Union may contest that opinion and its impact on the employee through the grievance and arbitration procedure. The Hospital shall bear the cost of a second opinion required by the Hospital.

Section 13.

Issues regarding safety or health concerns may be brought by the Union directly to the attention of the appropriate Department Head or Human Resources. Any grievance regarding safety or health concerns may be presented directly to Step 3 of the grievance and arbitration procedure. The Hospital shall continue the safety meetings for skilled maintenance on a regular basis (monthly, biweekly), including preparation of minutes with employees representing each skilled trade, for which the employees shall be excused on paid-time.

Article 22 – Light Duty and Alternative Assignment

Section 1.

When an employee is able to work, but at less than full capacity, the Hospital will reasonably accommodate the employee through a reduced work load, reduced hours, or other consideration in his/her position provided the employee is able to perform the essential functions of his/her position. Light duty will take into account physical

and health limitations and restrictions on the employee. The employee will be returned to the full duties of his/her position and status without prejudice upon return from light duty. Employees shall receive their full pay and benefits while on light duty. Light duty assignments shall be of limited duration not to exceed ninety (90) days, unless extended by mutual agreement between the Hospital and the employee after the first ninety (90) days. Employees who are disabled and cannot perform the essential functions of their job with reasonable accommodation may use available sick time or medical leave as provided in this Agreement. While on light duty, employees may make up any loss of regularly scheduled straight time earnings through the use of any available sick time/workers' compensation payments.

Section 2.

Employees with a work-related disability may need an interim temporary assignment in another position within the bargaining unit. The Hospital will identify suitable temporary assignments and evaluate the possibility of placing the disabled employee in the temporary assignment. At the end of the temporary assignment or whenever the employee is able to return to his/her original position (whichever is sooner), the employee will be transferred back to Workers' Compensation status or regular employment status in his/her original department and position title. Such alternative placements must conform to all other provisions of this Agreement, including seniority and job bidding.

Article 23 – Miscellaneous

Section 1. – Personal Identification.

If the Hospital requires employees to carry personal identification, the cost of said personal identification and related expense shall be borne by the Hospital. Worn I.D. will be replaced by the Hospital; employees who lose their I.D. will be required to pay \$5.00 toward the replacement cost.

Section 2. – Contract Printing.

The Hospital and Union shall share equally the costs of the contract printing.

Section 3. – Pay.

Employees shall be paid on Friday consistent with their weekly or bi-weekly pay status. The Hospital will have paychecks available no later than 11:00 p.m. Thursday night for 2nd and 3rd shift employees.

Employees' pay stubs shall indicate the following:

1. employee's accrued vacation time
2. employee's available sick time
3. employees' available holiday time
4. and all deductions and information (i.e. shift status, pay rate, etc.) currently being identified on pay stubs, as well as other deductions that may be specifically required elsewhere in this agreement.

If a Holiday occurs on a Friday, the payday will occur the day prior to the Holiday.

Effective sixty (60) days after March 28, 2015, at the time of hire and thereafter, employees may elect to be paid through direct deposit or with a live paycheck. Current and future employees who have elected to be paid through direct deposit shall receive only an electronic paystub or pay reference to include the same information as is currently indicated on the pay stubs of those receiving a live paycheck. Pay references shall remain available for at least one year. The Hospital shall provide training in how to access pay references on-line to employees upon request and shall make available computers to employees if needed to access pay references.

Section 4. – Cafeteria Hours and Prices.

The Hospital will continue to provide access and prices to bargaining unit employees on the same basis as provided to other Hospital employees.

Section 5. – Charitable Giving, Deductions and Direct Deposits.

- a. The Hospital shall continue to permit charitable giving through payroll deduction for Hospital fund-raisers and the United Way.
- b. The Hospital shall continue to provide payroll deductions for savings bond purchases.

- c. The Hospital shall continue to provide the option of direct deposits, including N.E. Teamsters Federal Credit Union, which employees may use for Christmas Clubs if provided by their banks.

Section 6. – Smoking.

The Hospital shall continue its non-smoking policy.

Section 7. – Parking.

The Hospital shall continue the current practice of offering free parking (including free parking at the Coro Building for employees assigned to that building) to Hospital employees subject to reasonable regulation, location, etc. The Hospital will continue to provide safe conditions for employees using Hospital parking lots.

Section 8. – Meals and Beverages.

The Hospital will continue to provide bargaining unit employees free meals on inclement weather days or during disaster situations on the same basis as other Hospital employees.

- a. The Hospital will continue its current policy of providing free beverages to Dietary employees.
- b. The Hospital will continue its current practice of providing free meals and beverages to snow removal crews.
- c. The Hospital will continue to provide sufficient cool water facilities and bubblers for employees and will continue its current practice of providing supplemental beverages to laundry employees in hot weather.

Section 9. – Orientation.

All newly hired employees or employees transferred to a new classification shall be given a thorough orientation to fulfill the requirements of the position. Whenever the employer introduces new procedures and/or equipment requiring additional training or instruction, employees shall be provided such training and/or instruction.

The primary responsibility for orientation shall be borne by supervisory staff and in-service education personnel. Orientation will also be provided by bargaining unit members whose duties include the responsibility to act as preceptors.

All mandatory orientation, training and in-service education shall be on paid time and as much as possible during regular work time.

During initial orientation of new employees, the employees shall be advised that their position is covered by this contract and of the identity of their unit representative.

Section 10. – Lockers.

The Hospital will continue its current policy of providing lockers for employees.

Section 11. – Fitness Center.

The Hospital will continue to offer access to its Fitness Center on the same basis as offered to other Hospital employees.

Section 12. – Child Care.

Within ninety (90) days of ratification of the 2015-2019 Agreement, the parties will establish a committee to investigate the viability of an on-site sick-child day care center.

Section 13. – The Employee Fund.

The Hospital shall continue to maintain and make available this fund according to current practice so long as support for the fund continues.

Section 14. – Notaries.

The Hospital will continue its current practice of providing free notary service to employees.

Section 15. – Surveys.

The Hospital, may from time to time, continue to conduct voluntary employee opinion surveys or suggestion programs, provided no actions will be taken as a result of a survey which contravene specific provisions of this agreement.

Section 16.

All memoranda currently in effect between the Hospital and the Union, which by their terms are of indefinite duration, shall be continued.

Article 24 – Job Change and Restructuring

Section 1.

Recognizing that technological, governmental and societal changes affect all health care providers, the parties acknowledge that restructuring may bring important cost reductions and new efficiencies. However, any advantages of restructuring must not come at the expense of quality patient care, nor to the detriment of employee security, dignity and opportunity for advancement.

Section 2.

The parties agree that the optimal prerequisites for effectuating change require as much advance notice as possible and joint and equal participation.

Section 3.

If the Hospital creates new jobs or materially changes the duties of existing jobs, the Union will be notified in writing thirty (30) days in advance, and if requested, the Hospital will discuss with the Union such changes or restructuring and any applicable alternatives. The Hospital may install a pay rate for such new/changed jobs and agree to negotiate promptly with the Union concerning the appropriateness of the rate established. Should the Hospital and the Union agree to a rate higher than the rate originally set by the Hospital, such rate shall be retroactive to the initial effective date. If no agreement is reached, within thirty (30) days of the Hospital's final rejection of the Union's position, the Union may request Arbitration without proceeding through the Grievance Procedure steps.

Section 4.

New jobs shall be filled according to the bidding/posting procedures of the Agreement.

Hospital and the Union agree to a rate higher than the rate originally set by the Hospital, such rate shall be retroactive to the initial effective date. If no agreement is reached, within thirty (30) days of the Hospital's final rejection of the Union's position, the Union may request Arbitration without proceeding through the Grievance Procedure steps.

Section 4.

New jobs shall be filled according to the bidding/posting procedures of the Agreement.

Section 5.

Materially changed jobs shall be first offered by Hospital-wide seniority to incumbent employees impacted by the changes. Incumbent employees will be given up to thirty (30) days with reasonable supervision and orientation to become qualified. These employees will have forty-eight (48) hours to decide whether to accept the changed job. Employees who accept the changed job may return to their former position within five (5) working days or within thirty (30) days if the position remains vacant. Employees who do not accept the changed job may exercise their seniority rights under the Layoff provision of this Agreement.

Section 6.

Unfilled materially changed jobs shall be filled pursuant to the posting/bidding procedures of the Agreement.

Article 25 – Teamster/Rhode Island Hospital Scholarship Fund

No later than April 1 of each calendar year, the Hospital will contribute \$35,000 annually to a scholarship fund beginning 2010 with the funds being awarded by a joint decision making body of IBT and RIH Representatives. The application period is held from June 1st to August 1st of each year. Employees selected will be awarded scholarships no later than August 15th of each year.

Article 26 – Tuition Assistance Program

Section 1.

Section 2.

Part-time employees with regularly scheduled weekly hours of twenty (20) or more but less than thirty-five (35) are eligible for a non-prorated assistance of \$625.00 per calendar year after six (6) months of active employment for course(s) beginning on or after the eligibility date, provided they maintain part-time status of at least twenty (20) regularly scheduled weekly hours and remain actively employed for the duration of the school term for which assistance is requested. Employee must pay the full cost of the course and then, upon successful completion of the course Lifespan will reimburse 75% of the cost, up to a maximum of \$1,250/year for full time employees and \$625/year for part time employees.

Section 3.

Tuition costs for the following courses are eligible for reimbursement:

1. Necessary to fulfill degree requirements related to a clinical position at Lifespan.
2. Necessary to meet CEU requirements to attain or maintain a clinical license or certification related to a clinical position at Lifespan.
3. Nursing degree, CNA certification, Unit Secretary course, or IBT coursework related to an IBT skilled maintenance position.

Section 4.

Application for educational aid should be made at or before the time of course enrollment and no later than ninety (90) days after the end of the school term. Copies of the official grade report with a passing grade and tuition receipt must be submitted with the application.

Section 5.

Employees eligible for tuition assistance who are laid off will continue to receive that assistance through the conclusion of the course/semester for which they were eligible.

Section 6.

The Hospital will maintain its current policy of offering courses selected by the Hospital through the Human Resources Department at no cost to employees.

Article 27 – Employee Assistance Programs

Section 1.

The Hospital and the Union jointly recognize that alcoholism and other drug addictions, emotional and behavior related problems, marital and family conflicts, as well as other major personal or health problems can adversely affect a person's job performance, jeopardize career progress, quality of patient care, productivity and the individual's health and personal well-being.

Section 2.

It is also recognized that it is for the best interests of the employee, the Hospital and the Union, that when an unresolved life problem does affect job performance, the parties intend to encourage and motivate that employee to seek professional help.

Section 3.

In accordance with the foregoing, the Hospital, at its expense, will continue to provide the Employee Assistance Program currently in effect or a substantially equivalent program. In addition, or in the place of employees may utilize the Member Assistance Program (MAP) at their option.

Article 28 – Uniforms

Section 1.

The Hospital will furnish a minimum of three (3) sets of uniforms for full-time employees and part-time employees with regularly scheduled hours of twenty (20) or more per week and two (2) sets of uniforms for other part-time employees for positions currently requiring uniforms. The aforementioned will be the minimum standard for employees, and in departments where departmental uniform standards are greater than the minimum standards, the

departmental standards will prevail. Employees in those positions in which the employees provide their uniforms will continue to do so.

Section 2.

All Hospital uniforms must be returned to the Hospital upon termination of employment or permanent transfer to another department not requiring the same uniform.

Section 3.

The Hospital shall continue to provide all clothing and/or safety gear and equipment necessary to adequately and safely perform job duties (e.g. rain gear, sufficient rubber boots, leather welding protection, masks, safety goggles/glasses, coveralls, hard hats and respirators).

Section 4.

To maximize the safety of each Skilled Maintenance unit employee, the Hospital will require all members of the skilled Maintenance unit who weld to wear Hospital-provided leather welding protection while welding.

Section 5.

All Hospital Skilled Maintenance employees will be required to provide their own hand tools. The Hospital will provide all other power tools. The Hospital will continue its current practice of replacing broken or lost employee-owned tools.

Section 6.

The Hospital will continue its current practice of providing free laundering for Hospital-furnished uniforms.

Article 29 – Holidays

Section 1.

The Hospital observes the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- President's Day
- Labor Day
- Columbus Day
- Victory Day
- Thanksgiving Day
- Christmas Day
- A Floating Holiday

Section 2.

Full-time and part-time employees with regularly scheduled weekly hours of twenty (20) or more shall be eligible for paid holidays effective immediately upon employment. Employees become eligible for the Floating Holiday after completing their probationary period.

Section 3.

Employees with regularly scheduled hours of thirty-five (35) or more per week receive eight hours pay for each holiday. Part-time employees who work on a holiday will receive holiday banked time or pay based on the actual hours worked on the holiday, with the Hospital to decide whether the employee will receive banked time or pay. Employees who work on Memorial Day, Independence Day, Labor Day, Columbus Day, Presidents' Day, Victory Day, Thanksgiving Day, Christmas Eve (evening shift), Christmas Day, New Year's Eve (evening shift) or New Year's Day will be paid 1 ½ times their straight-time hourly rate of pay.

Section 4.

Holiday pay is computed at the employee's regular, straight-time rate of pay, plus shift differentials for employees regularly assigned to evening or night shifts.

Section 5.

The Thanksgiving, Christmas and New Year's holidays are observed commencing with the night shift of the day before the day of observance of the holiday. For all other holidays, shifts commence on the actual day of the holiday. Paid holiday time off is counted as "hours worked" when computing the weekly overtime-base hours.

Section 6.

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

Section 7.

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

Section 8.

Holidays will be “banked” for use at a later time when employees work a scheduled holiday, when they work their regularly scheduled weekly hours during a week in which a holiday is observed, or if they serve jury duty during a week in which a holiday is observed.

Section 9.

Floating or banked holidays should be requested at least thirty (30) days in advance, generally cannot be taken in weeks in which Thanksgiving, Christmas or New Year’s Day are observed and must have supervisory approval consistent with staffing needs. The Floating holiday is to be used by December 31 of each calendar year and may not be carried over from one year to the next. If there are conflicting requests, Hospital-wide seniority will be determinative.

Section 10.

The holiday work schedule shall take precedence over the vacation and weekend work schedules. Employees (other than those hired to work holidays) may be scheduled to work up to nine (9) holidays in any two (2) consecutive calendar years, depending on staffing needs. Employees will not be required to work the day, evening or night shifts on both Christmas Eve and Christmas Day or both New Year’s Eve and New Year’s Day. Assignment to work on a holiday shall be on a fair rotation. Notwithstanding the foregoing, employees may voluntarily agree to work more holidays.

Section 11.

Employees absent due to illness when scheduled to work a holiday may be eligible for sick time, but will not receive either holiday pay or another day off with pay. In order to be eligible for holiday pay, an employee must also work his/her last full scheduled workday before the holiday and his/her next full scheduled workday after the holiday unless absent due to verified illness. If a holiday occurs during the employee's vacation, the day will be paid as holiday time. If a holiday occurs while an employee is on layoff or a leave of absence, no holiday time or pay is provided.

Section 12.

Banked holidays will be paid off annually on or about December 31 of each of year (earlier if requested by the employee), or when an employee changes from benefit to non-benefit status or at the termination of employment.

Section 13.

All holiday postings shall state the date and time the holiday is celebrated.

Article 30 – Vacation

Section 1.

Full-time and regular part-time employees shall accrue vacation at a rate of up to two (2), three (3) or four (4) weeks per year totaling 80, 120 or 160 hours per year respectively. Accruals of vacation time begin with the first pay period following the date of employment and occur for each subsequent pay period in which the employee is at eligible hours. Accrued vacation hours are available for use by these employees beginning with the first pay period following the completion of their probationary period.

Section 2.

During the first three (3) years of employment, vacation time for weekly payroll employees (except those in the positions listed below) is accrued on the basis of actual paid hours at the rate of 1.54 vacation hours for every forty (40) paid hours, excluding overtime. After completing three years of service, the accrual rate is 2.31 vacation hours for every forty (40) paid hours and after ten years of service, 3.08 vacation hours for every forty (40) paid hours.

Weekly payroll employees in the following positions (Skilled Maintenance Unit – Carpenter, Fire Inspector, Machinist, HVAC Mechanic, Incinerator Operator, Power Plant Maintenance Engineer, Steamfitter, Electrician, Steamfitter/Plumber, RVAC Operating Engineer, Power Plant Operating Engineer, Apprentice – Plumber. All other Unit – Buyer, Support Services Coordinator, Cardiac Technician III, Pathology Technologist Student, Medical Transcription Secretary B, Office Coordinator – Intech Center, Secretary D, Community Relations/EEO Coordinator) accrue at a rate of 2.31 hours for every forty (40) paid hours during the first ten (10) years of employment, and after ten (10) years of service, 3.08 vacation hours for every forty (40) paid hours.

Section 3.

During the first five (5) years of employment, vacation time for biweekly payroll employees is accrued on the basis of the total regularly scheduled hours in each biweekly pay period at the rate of 4.62 vacation hours for every eighty (80) regularly scheduled hours. After completing five (5) years of service, the accrual rate is 6.16 vacation hours for every eighty (80) regularly scheduled hours.

Section 4.

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

Section 5.

The Hospital will continue to provide a one-time lump sum vacation bonus payment to each employee on their 25th anniversary of employment (eighty (80) hours pay for full-time employees, pro-rated for part-time employees).

Section 6.

Whenever a vacation accrual rate change results from a change in an employee's classification or payroll type, the employee will start accruing vacation at the new accrual rate beginning with the first pay period following the effective date of the change.

Section 7.

Accruals and eligibility to use vacation will cease upon transfer to Per Diem status or upon a decrease in the employee's regularly scheduled weekly hours to less than eight (8) per week, and the available vacation hours in effect at the time of such transfer will be paid off. Upon any subsequent increase in the regularly scheduled weekly hours to eight (8) or more per week, accruals will resume.

Section 8.

No employee accrues vacation during an unpaid leave of absence.

Section 9.

Effective December 31, 2009 employees will be able to accrue up to 1.5 times their annual accrual amount.

Where the available vacation hours equal 1.5 times the annual accrual, additional accruals will cease until vacation hours are taken and the balance of available hours is less than the maximum.

Effective September 30, 2010 employees will be able to accrue up to one (1) times their annual accrual amount.

Where the available vacation hours equal one times the annual accrual, additional accruals will cease until vacation hours are taken and the balance of available hours is less than the maximum.

Section 10.

When a Hospital-recognized holiday occurs during an employee's vacation, the day is to 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.

Section 11.

When requested and submitted on payroll records, vacation pay for employees on the weekly payroll will be issued on the payday immediately preceding the vacation period. Biweekly payroll employees receive vacation paychecks on the normally scheduled paydays.

Section 12.

Employees shall designate their requests for vacations on vacation schedules which will be posted from February 1 to March 1 for the period of May 1 to December 31, and again from September 1 through October 1 for the period of January 1 through April 30. Supervisors will discuss any conflicts between employees choosing the same dates with the employees involved and, if the conflict is not resolved, Hospital-wide seniority will be determinative.

Section 13.

Requests for full weeks of vacation will be given preference over requests for individual days. Requests for vacation of more than two (2) weeks in the period June 1 through September 30 generally will not be approved. However, all requests for vacation time off, whether in weekly blocks or in single days, will be scheduled and approved consistent with staffing needs. Final vacation schedules will be posted no later than March 15 and October 15. (If there are conflicting requests, Hospital-wide seniority will be determinative.)

Section 14.

Employee's requests for vacation received after the end of the posting period and/or employee requests to change vacation will be considered provided the employee gives at least two (2) weeks advance notice of the requested time off. Employee requests made after the posting period has closed will be scheduled according to staffing needs. Conflicts between employee requests will be resolved on a first come, first-served basis consistent with operational needs. Exceptions to these vacation scheduling requirements may be made by mutual agreement between employee and his/her supervisor.

Section 15.

In order to be paid for unused vacation hours accrued in a calendar year, an employee must make an irrevocable election either on a form provided by the Hospital or electronically by a designated date on or before December 31 of the calendar year preceding the year in which the vacation is accrued. Any future vacation hours that the employee elects to have paid out will not be available for use during the calendar year in which they are earned.

An eligible employee will receive elected vacation payments in the fourth calendar quarter of the year following their designated election which shall be paid in a separate check. If at the time payment is due, the employee has not accrued vacation hours equal to the amount previously elected, the employee will be paid in cash for only that portion of the previously elected future vacation actually accrued.

The maximum that an employee can designate for payment is forty (40) hours. Nothing herein alters the provisions of Article 30, Section 9 related to the maximum annual accrual rate.

Employees with less than one (1) year of service terminates employment for any reason, they will not be paid their unused accrued vacation time.

Section 16.

If an employee, because of an approved unpaid leave of absence, excluding personal leave, suffers a loss in their vacation accrual below their applicable maximum, if the employee notifies Human Resources upon return from leave, the employee may accrue vacation to restore the accrual lost on leave on the basis of all hours worked during the following twelve (12) month period.

Section 17.

If a proven illness or accident preventing work occurs prior to and extends into an employee's scheduled vacation, the vacation shall be postponed and another period assigned. If an illness occurs after an employee commences his/her vacation and the employee is hospitalized, he/she may take sick time (if available to the employee) in lieu of vacation and another period shall be assigned.

Section 18.

Employees shall not be required to perform any weekend duty on the weekends during any scheduled vacation weeks. Employees on a full week's vacation cannot perform any work including overtime work during the period of the full vacation (Sunday through Saturday). This prohibition may be waived for a skilled maintenance employee if

the employee advises the Hospital that they are available to respond to an emergency situation which requires their services.

Article 31– Flexible Benefits Program

Section 1.

The Hospital shall continue to offer full-time and part-time employees with regularly scheduled hours of twenty (20) or more per week the opportunity to participate in the Rhode Island Hospital Flexible Benefits Program or its equivalent. The Hospital has the right to revise and/or replace this plan provided the coverage is substantially equivalent and the employee account amounts are not reduced.

Section 2.

The Hospital shall offer Long-Term Care Insurance, HIV Insurance, and Legal services to bargaining unit employees on the same basis as they offered to non-Union employees.

Article 32 – Health Insurance

Section 1.

For Employees, not otherwise offered health coverage through the IBT Health and Welfare Funds as set forth in Article 32, Section 4, the Hospital shall continue to offer full-time and part-time employees with regularly scheduled hours of twenty (20) or more per week the opportunity to participate in the Lifespan Health self-funded plan. The Hospital has the right to revise and/or replace these plans with other plans including point-of-service, primary care physician model plans and managed care plans provided the coverage is otherwise substantially equivalent and to offer additional other new plans. If one or more of the plans offered is no longer available in the marketplace, the Hospital will make a good faith best effort to identify an insurer who is willing to provide a comparable plan with a premium substantially equivalent to the eliminated plan

Section 2.

The Hospital will continue to offer its employee health services to bargaining unit employees on the same basis as is offered Hospital-wide.

Section 3.

The Hospital agrees to extend any Hospital-wide improvements made in health insurance benefits during the term of this contract to employees covered by this contract.

Section 4.

Commencing with the first day of January, 2015, and for the duration of the current Collective Bargaining Agreement and any renewals or extensions thereof in which the IBT Health and Welfare Funds is established, the Hospital agrees to make payments to the respective Health and Welfare Funds for full time employees with regularly scheduled hours of thirty-five (35) or more per week that are eligible for and elect dual or family health coverage who perform work within the scope of and/or covered by this Collective Bargaining Agreement.

- A. Effective August 1, 2015 employees in the IBT Health and Welfare Fund will be responsible for the following contribution amounts:

Effective 8/1/2015

Dual	\$49.00/week
Family	\$59.90/week

Effective 8/1/2016

Dual	\$51.35/week
Family	\$62.77/week

Effective 8/1/2017

Dual	\$53.70/week
Family	\$65.65/week

Effective 8/1/2018²

Dual	\$56.05/week
Family	\$68.53/week

² The 8/1/2018 employee contribution rate is based on a .50 cents increase in the Employer contribution. Should the Employer contribution be set at .51 cents to .60 cents, then the employee contribution would have to be adjusted proportionately based on the same cost sharing percentages as in the previous years.

The Hospital shall contribute to the respective Health and Welfare Fund the following sums on the following dates:

August 1, 2015	\$10.4125 per hour worked to a maximum of 150 hours per month
August 1, 2016	\$10.9125 per hour worked to a maximum of 150 hours per month
August 1, 2017	\$11.4125 per hour worked to a maximum of 150 hours per month
August 1, 2018	not more than \$12.0125 per hour worked to a maximum of 150 hours per month

- B. The hourly contribution to the Health and Welfare Fund must be made for each hour worked by the covered full time employee even though such employee, up to a maximum of 150 hours per month, may work less than full time hours in any given workweek. The trustees shall have the authority to have an independent CPA audit the payroll and wage records of the IBT health plan participants for the sole purpose of determining the accuracy of contributions to the IBT Health and Welfare Fund.
- C. If the Hospital fails to make contributions to the respective IBT Health and Welfare Funds as set forth herein within seventy-two (72) hours after receiving a notice of delinquency, the Local Union shall take whatever steps are necessary to secure compliance with this Article. If the Hospital is adjudged delinquent by a court of competent jurisdiction, the Hospital will be liable for all costs of collecting the delinquent payments due together with the attorney's fees and such penalties which may be assessed by the court. The Employer's liability for payment hereunder shall not be subject to the grievance/arbitration procedures of this Agreement.
- D. The Union acknowledges that one of the Employer Trustees will be a representative from the Hospital so long as the Hospital has employees in the respective IBT Health and Welfare Funds.
- E. The Hospital and the Union further agree that should the cost of providing said health coverage through the IBT Health and Welfare Funds exceed the cost of providing such coverage through the above agreed upon contribution rates or through the Lifespan Health self-funded health plan, the Hospital and the Union mutually agree to either cease the Hospital's participation in the respective IBT Health and Welfare Funds and move employees back into the Lifespan Health self-funded health plan, or agree to maintain participation in the respective IBT Health and Welfare Funds with the additional cost being born through increased employee contribution rates.
- F. It is understood that the IBT Health and Welfare Fund will provide a health care plan of benefits to eligible employees including health, prescriptions, dental coverage, eyewear coverage, life insurance, legal services

and an employee assistance program. This health coverage is in lieu of any similar health coverage provided to other IBT employees eligible for coverage under the Lifespan Health self-funded health plan.

Section 5.

Effective January 1, 2015, employees in Lifespan Health shall contribute the amounts in effect in the preceding year (see schedule C) plus the following percentages of any increase in the total premium cost of whatever premium applies; provided, however, that employee costs for any plan and any level of coverage shall not increase by more than 15% per year from the then current employee contribution at any level under any plan for years 2015, 2016, 2017, or 2018. Full-time employees (and part-time employees hired before January 1, 1983):

Family Coverage	15%
Dual Coverage	15%
Individual Coverage	15%

Part-time employees:

Family Coverage	30%
Dual Coverage	30%
Individual Coverage	25%

Section 6.

Effective January 1, 2004, the following changes in co-pays apply to the Lifespan Health Plan:

- a) Prescription co-pays: \$5.00 (generic); \$20.00 (preferred); \$35.00 (non-preferred)
- b) Emergency Room visit co-pay: \$50.00
- c) Office Visit co-pay: \$15.00

Article 33 – Dental Insurance

Section 1.

The Hospital shall continue to offer full-time and part-time employees, not otherwise offered dental coverage through IBT Health and Welfare coverage (see Article 32, Section 4) with regularly scheduled hours of twenty (20) or more per week the current Delta Dental Levels A & B at coverage categories and employee contribution rates as

set forth in Schedule D. The Hospital has the right to revise and/or replace the plan provided the coverage is substantially equivalent.

Section 2.

Effective January 1, 2004, the Hospital agrees to participate in a dental plan offered by the Union with additional bundled benefits. This plan will be offered to employees eligible for full-time dental benefits only. This is offered through a Taft Hartley trust. The trust is establishing a separate dental plan for Hospital employees only. The Union agrees that changes to the dental plan can only be made through collective bargaining.

The Hospital agrees to pay only that portion of the dental costs that the Hospital already pays on a cost sharing basis with the employees. The Hospital agrees to pay 85% of the cost of future increases to the dental benefit only, as evidenced by utilization data provided by Delta Dental. The balance of any increased cost of maintaining the dental plan shall be paid by the employee.

- a) Employees electing the dental option through the Union plan are responsible for paying any difference in premium contributions for bundled benefits over and above the current dental plans benefits. Additional cost increases resulting from the increased cost of the bundled benefits shall not be borne by the Hospital in any year of the agreement.

The Hospital will continue to offer a dental plan option for full time employees who wish to only elect a dental plan, and for eligible part-time employees who wish to elect a dental plan, on the same cost sharing basis as currently set forth in the expiring collective bargaining agreement. This option will only provide a dental benefit on the same basis as currently offered.

Article 34 – Life Insurance and Accidental Death and Dismemberment (AD & D) Insurance

Section 1.

The Hospital will continue to provide full-time and part-time employees with regularly scheduled hours of twenty (20) or more the opportunity to participate in the current life insurance and accidental death and dismemberment plans, as this may be amended, provided the benefits remain substantially equivalent to the benefits as of the date of

this Agreement. The Hospital will continue to pay the full cost for life and AD&D insurance coverage; employees will continue to pay the full cost of supplemental and dependent coverage.

Article 35 – Long Term Disability (LTD) Insurance and Professional Liability Insurance

Section 1. – Long Term Disability (LTD) Insurance.

The Hospital shall continue to provide full-time and part-time employees with regularly scheduled hours of twenty (20) or more the opportunity to participate in the current basic and additional long term disability insurance program as it may be amended, provided the benefits remain substantially equivalent to the benefits as of the date of this Agreement. The Hospital shall continue to pay the full cost of the basic LTD coverage. The employees will continue to pay the differential in cost associated with the additional LTD coverage.

Section 2. – Professional Liability Insurance

The Hospital shall continue to provide coverage for all employees under its professional liability insurance plan and will continue to pay the full cost of such insurance with limits of at least \$3,000,000 per case and \$7,000,000 in the aggregate per year, provided that employees are required to cooperate with the Hospital in its own defense and/or in the defense of its employees. The Hospital has the right to revise and/or replace this plan provided the coverage is substantially equivalent.

Article 36 – Retirement Plan and Tax Sheltered Annuity

Section 1.

The Hospital shall continue to offer the Lifespan Corporate Retirement Plan, as it may be amended, provided the benefits remain substantially equivalent to the benefits as of the date of this Agreement.

Section 2.

The Hospital shall continue to offer the supplemental tax-sheltered annuity programs on the same basis as is offered Hospital-wide.

Section 3.

Effective January 1, 2004, individuals retiring from active service with the Hospital between the ages of 55 and 65, with at least twenty (20) years of Hospital seniority, will continue to be eligible to participate in the health insurance plans on the same basis as active Hospital employees through age 65, provided that to be eligible they must have completed fifteen (15) or more years of continuous service at the Hospital as of December 31, 2003. Employees who have not completed fifteen (15) or more years of continuous service at the Hospital as of December 31, 2003 are not eligible to participate in the health insurance plans upon retirement. Individuals retiring from active service with the Hospital between the ages of 55 and 65, with at least twenty (20) years of Hospital seniority, will be eligible for life insurance in the amount of \$1,000 fully paid by the Hospital for life.

Section 4.

The Hospital agrees to extend any Hospital wide improvements made in retirement benefits during the term of this contract to employees covered by this contract. If Rhode Island Hospital provides a pension adjustment to UNAP members greater than what was already contractually agreed to in the UNAP 2003-2006 agreement, then members of the IBT Local 251 shall be included in any such pension increase.

Section 5.

The Core Credit Percentage applied to the Core Credit Account for Years of Credited Service is:

<u>Years of Core Credit Service</u>	<u>Core Credit Percentage of Compensation</u>
1-5	2.0%
6-10	2.5%
11-15	3.0%
16-20	4.0%
21-25	5.0%
26 and above	6.0%

Article 37 – Wages

Section 1. – All Non-Clinical, Clinical Support and Skilled Maintenance.

- A. Starting, 3-month, and 15-month rates for Non-Clinical, Clinical Support and Skilled Maintenance (2012 rates) to remain fixed through 2015 and 2016.

Effective first full payroll period after January 1, 2017: increase starting, 3-month, and 15-month rates for Non-Clinical, Clinical Support and Skilled Maintenance by 2%.

B. For Non-Clinical, Clinical Support and Skilled Maintenance employees not otherwise governed by the 3-month and 15-month rates:

- Effective first full payroll period after April 1, 2015: \$0.45 cents per hour.
- Effective first full payroll period after April 1, 2016: \$0.40 cents per hour.
- Effective first full payroll period after April 1, 2017: \$0.45 cents per hour.
- Effective first full payroll period after April 1, 2018: \$0.50 cents per hour.

C. Ratification Bonus.

As soon as practicable following ratification of this agreement, and provided that the agreement is ratified by April 15, 2015, the Hospital will provide a ratification bonus of \$225 to each full-time employee (standard hours of 35 hours or more) and \$110 to each part-time employee (standard hours of less than thirty-five (35) hours). In order to receive a bonus, the employee must have been employed as of January 1, 2015 and must be employed on the date payment is made. Per diem employees will not receive a ratification bonus.

Section 2.

During the term of this Agreement, employees transferred or promoted to a classification in a higher pay grade shall receive the greater of 1) the lower of the minimum rate or three-month rate on Schedule B that provides an increase of at least 4.0% or 2) the employee's current rate of pay plus 4.0%.

Employees transferred or demoted to a position in a lower pay grade (including employees returning to the bargaining unit from supervisory positions) shall receive the rate in Schedule B for the lower paid classification that corresponds to the placement in the current pay grade. If the employee's rate is in excess of the current 3-month rate, the new rate will be at the same percentage above the new 3-month rate so long as the new rate does not exceed that of an incumbent with equal or greater service but in no event will the employee's rate be decreased more than 20%.

Section 3.

It is understood that all the rates in Schedules A and B are minimums and may be increased by the Hospital to reflect marketplace conditions after notice to and upon requested discussion with the Union.

Section 4. – Longevity Increase.

Each year, each employee who reaches his/her 20th through 24th anniversary of employment shall on their anniversary date receive a lump sum longevity bonus payment equivalent to a one (1) percent annual base salary increase; those reaching their 25th or greater anniversary, a similar lump sum longevity bonus payment the equivalent of two (2) percent annual base salary increase.

Article 38 – Overtime

Section 1.

- a) Overtime may not be worked without prior authorization of the employee's department manager or supervisor unless in extraordinary circumstances where it would be unreasonable to expect an employee to seek prior authorization from his/her department manager or supervisor. For voluntary overtime, each department will maintain a list of employees who wish to work overtime. Voluntary overtime will be assigned from this list to qualified employees in order of seniority on a rotating basis. Employees may be required to work reasonable amounts of overtime
- b) Employees who voluntarily work overtime of four (4) hours or more beyond their scheduled shift will be paid two (2) times their regular straight time hourly rate for those hours.
- c) There shall be no pyramiding of overtime, other premium pay or differential.

Section 2. – Non-Exempt Employees (Effective first payroll in January 1995).

In addition to the regular straight-time pay for all hours worked, a premium equal to one-half the regular straight time rate including applicable weekend and shift differential is paid to all employees for any hours in excess of forty (40) per week or for hours in excess of eight (8) per day but without duplication for any overtime hours worked in excess of forty (40) in the work week. (Where the regularly scheduled work day is more than eight (8) hours, the premium applies to the hours worked in excess of the regularly scheduled work day.)

Section 3. – Exempt Employees.

Full-time exempt employees with approved overtime work have the option of receiving payment up to a maximum of eight (8) hours per week at a straight time rate and/or receiving compensatory time for qualifying overtime hours.

For overtime assignments of less than eight (8) consecutive hours each, the qualifying overtime hours commence after the completion of forty-four (44) hours in the week. For overtime assignments of eight (8) consecutive hours or more, the qualifying overtime hours commence after the completion of forty (40) hours per week.

Section 4. – Extra Hours (Straight Time Only).

Opportunities for extra hours shall be offered to part-time employees on the basis of seniority, prior to the scheduling of per diem employees. Extra hours, up to but not including overtime, will be offered to the most senior qualified employee, then to the remaining qualified employees in descending order of seniority. A voluntary sign-up sheet will be made available for employees to indicate their desire for extra hours work opportunity.

Section 5. – Voluntary Overtime.

Within ninety (90) days following March 28, 2015, each department will post an initial notice for sign-up for those employees interested in overtime work opportunity. The initial notice will be posted for a seven (7) consecutive day period. Employees who sign up will leave a telephone number for contact purposes.

Once the notice is taken down, the signatory employee's names will be arranged in the order of their seniority which, in effect, will create a "seniority overtime wheel".

Any additions, deletions or changes to the seniority overtime wheel will be by written notice from the employee to the responsible management designee. Ten days from the submission of the written request, the employee's name will be added to the seniority overtime wheel. Additions or changes will be effective not later than ten (10) days from receipt of the notice. Forms pertaining to this procedure may be obtained from the department designee.

Prior to the application of the seniority overtime wheel, the department will offer overtime that is connected to current on-duty hours to qualified employees (on duty) in order of their seniority, and then to the next employee in descending order of seniority.

The procedure for utilizing the seniority overtime wheel is as follows:

After employees on duty have been offered overtime opportunities, the department will initially contact the most senior qualified employee on the seniority overtime list. If there is no response or response with a refusal, the department will then contact the next person on the seniority overtime list until the need is met.

The next time an employee is to be offered an overtime assignment, the department will contact the next person whose name appears on the seniority overtime list (after the person who had last performed overtime). This procedure will be repeated thereby created the seniority overtime wheel.

The department will call all off-duty, qualified employees on the seniority wheel before imposing mandatory overtime and will document its efforts. Upon request from the Union, management will provide a report by classification and shift on the number and name of employees who are mandated and those who call in unable to report to work.

Section 6. – Mandatory Overtime.

It is understood that overtime may be mandated if in accordance with State law. Mandatory overtime will only be used as a last resort for unforeseen circumstances, when the need for overtime was not known previous to the shift on which the affected employee was working, and only after a comprehensive search for volunteers. Mandatory overtime is best described as “occurring suddenly without previous notice”.

When mandatory overtime is assigned to an employee, the employee will be given consideration to leave work to adjust a hardship, previously indicated to the supervisor. The employee will return as soon as the condition is taken care of ordinarily within one (1) hour. In the interim period, the next junior employee would cover the absence.

Understaffing will not be the cause of mandatory overtime and when said condition occurs, the Hospital will review the current level of staffing, and hire new employees, if appropriate.

Mandatory overtime is satisfied by requiring the least senior qualified employee to remain on duty after all other attempts heretofore have failed. The department will notify the employee about the impending mandatory overtime as soon as the need is realized.

Employees will not be mandated to work more than 8 hours provided that:

- a) The wheels currently in use to assign mandatory overtime will continue to be maintained for the purpose of assigning mandatory overtime. Prior to assigning mandatory overtime, volunteers will be sought from the work units (i.e. nursing inpatient unit) requiring the coverage. Voluntary overtime will be assigned to qualified employees in order of seniority on a rotating basis. If there are no volunteers from within the work unit, qualified volunteers from the bargaining unit members on the overtime wheel for the work unit will be sought. Employees who volunteer to work more than two (2) consecutive hours of overtime immediately prior to the beginning of or immediately following the end of a scheduled work shift will be placed at the bottom of the wheel for the purpose of assigning mandatory overtime, and they will be exempted from mandatory overtime during the forty-eight (48) hours following the conclusion of the shift. If mandatory overtime is required during that forty-eight (48) hour period, the Hospital will bypass the employee who volunteered and assign the mandatory overtime to the next employee on the applicable overtime list. When more than one (1) qualified employee works overtime, either voluntary or mandatory, employees will be assigned to their work unit if a staffing need exists as determined by management.
- b) With the exception of hours worked by employees while on call, no employee shall be required to work more than two (2) hours of overtime more than once in any 30-day rolling period nor more than eight (8) times in a calendar year.
- c) No employee shall be required to work overtime the day before a scheduled vacation or holiday off. Henceforth, appropriately submitted requests for single vacation days off will be honored.
- d) Employees whose scheduled work-shift is nights may not be mandated to work more than twelve (12) consecutive hours.
- e) Employees who either volunteer or are mandated to work overtime of four (4) hours or more beyond their scheduled shift, will be paid two (2) times their regular straight time hourly rate for those overtime hours.
- f) Employees who are mandated to work more than two (2) hours of overtime more than once in a 30-day rolling period or more than eight (8) times in a calendar year will receive compensatory time of one (1) hour for each hour mandated in excess of these limits. The compensatory time, which may be taken at a

time mutually agreeable to the Hospital and the employee, will be accrued in a compensatory time bank. The unused compensatory time, as of December 1 of each year, shall be paid to the employee at the straight time base hourly rate in effect for the employee at that time. The Business Agent shall be provided with both a report and employee checks by December 10th. Distribution of the checks will be managed by the Business Agent.

Employees who work weekends (Saturday and Sunday) will not be mandated to work overtime on both Saturday and Sunday.

In accordance with Collective Bargaining Agreement, Articles 17 and 38, employees refusing to work mandatory overtime may be disciplined for failure to comply.

The Hospital will create float pools by classifications, where applicable, for interdepartmental voluntary overtime staffing needs. After voluntary overtime opportunities are offered within the department, volunteer overtime opportunities will then be offered to qualified employees in this applicable float pool. If the need is not satisfied, mandatory overtime will be implemented within the department.

Article 39 – Shift, Weekend and Other Differentials

Section 1.

Employees will be paid an evening differential of \$0.75 per hour provided the employee works at least four (4) hours after 5:00 p.m.

Effective the start of the first pay period after 9/1/15 – Evening differential \$0.85 per hour provided the employee works at least four (4) hours after 5:00 p.m.

Effective the start of the first pay period after 9/1/16 – Evening differential \$0.95 per hour provided the employee works at least four (4) hours after 5:00 p.m.

Effective the start of the first pay period after 9/1/17 – Evening differential \$1.05 per hour provided the employee works at least four (4) hours after 5:00 p.m.

Section 2.

Employees will be paid a night differential of \$1.30 per hour provided the employee works at least four (4) hours after 1:00 a.m.

Effective the start of the first pay period after 9/1/15 – Night differential \$1.40 per hour provided the employee works at least (4) hours after 1:00 a.m.

Effective the start of the first pay period after 9/1/16 – Night differential \$1.50 per hour provided the employee works at least (4) hours after 1:00 a.m.

Effective the start of the first pay period after 9/1/17 – Night differential \$1.60 per hour provided the employee works at least (4) hours after 1:00 a.m.

Section 3.

Weekly payroll employees will be paid a weekend differential of \$1.00 per hour for all hours worked in shifts that include at least two (2) hours between midnight Friday and 5:00 a.m. on Monday.

Employees will receive a weekend differential of \$3.50 per hour in the following job classifications:

- Ambulatory Clinic Assistant
- Ambulatory Clinic Assistant II
- Certified Nursing Assistant I and II
- Certified Nursing Assistant II – Unit Secretary ED
- Phlebotomist and Sr. Phlebotomist
- Pathology Technician B
- Radiology Technician Assistant

Section 4.

Employees will receive a weekend differential of \$2.50 per hour in the following job classification:

- Unit Secretary
- Patient Account Representative, Ambulatory - ED

Section 5.

Employees currently receiving higher differentials shall continue to receive those higher differentials. Job classifications currently with higher differentials shall continue to receive those higher differentials.

Article 40 – On-Call, Call-Back Pay

Section 1. – On-Call Pay.

Employees may be required to be in an on-call status, i.e., to be available by telephone or radio pager during specific, pre-arranged hours outside of the normal work schedule. Employees required to be on-call will be compensated at the rate of \$1.50 per hour of the on-call period. Hours spent on-call are not hours worked for purposes of computing overtime.

Section 2.

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

Section 3.

Exempt employees who report to work after being called in will be paid at the regular straight-time rate of pay for a minimum of two (2) hours and regardless of the duration of the assignment one (1) hour for travel time. Any time so paid is excluded from the week's total hours for purposes of the overtime provisions for exempt employees.

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 (4) hours in duration.

Section 4. – Call-Back Pay

Employees not on-call who are off duty and are called back to the Hospital shall be compensated as follows:

- a) For the time spent in such work at the Hospital, employees will be paid one and one-half times the regular, straight-time rate of pay for a minimum of three (3) hours and regardless of the duration of the assignment one (1) hour for travel time.

- b) However, in situations where the time between the end of the normally scheduled work assignment and the actual start of the call-back work is less than thirty (30) minutes, the intervening period will be counted as normal time worked.
- c) Employees who are called back will receive the shift differential applicable to that shift when the call-back assignment is at least four (4) hours in duration.
- d) Any employees in Per Diem, variable hours or exempt positions are excluded from this provision.

Section 5.

On-call and call-back requirements will be equally distributed among department/unit employees with the requisite experience and qualifications.

Section 6.

If the on-call assignment is completed eight (8) hours or more prior to the next scheduled on-duty time, employees are expected to report for work at their regularly assigned time. If the on-call assignment is completed within eight (8) hours of the employee's next scheduled work starting time, employees may report to work at their regularly scheduled time or report to work no later than eight (8) hours after the on-call assignment was completed. The employee is responsible for notifying his/her supervisor of the option chosen before leaving at the conclusion of the on-call assignment.

Article 41 – Planning For the Future

Section 1.

The parties recognize that structural changes in the health care industry may impact employment. Examples include, but are not limited to mergers, acquisitions, consolidations, future facilities, or the impact of expansion of various forms of delivery of services through PPO's, PHO's, HMO's or other programs the Hospital may undertake from time to time. At least ninety (90) days prior to the removal or transfer of bargaining unit work, the Hospital shall notify and upon request meet with representatives of the Union. These discussions are seen as an integral part

of the relationship of the parties. The parties may agree to utilize a facilitator to assist in the attainment of these goals.

Section 2.

Such changes in structure as enumerated above, or other such programs, shall provide the highest quality of care and maximize employment at the highest possible conditions. Recognizing that a dedicated staff of qualified and satisfied employees is vital to the accomplishments of the Rhode Island Hospital mission, the Hospital is committed to maintaining employment security.

Section 3.

Bargaining unit employees whose positions are affected may choose to exercise their bumping rights under the contract rather than accept employment with the new entity. Employees who are not offered comparable employment with the new entity, including recognition of their Hospital seniority, and who are involuntarily laid off after exercising their bumping rights under the contract shall be entitled to severance pay of one (1) week for each year of service to a maximum of sixteen (16) weeks, or may accept layoff.

Article 42 – Quality of Care Initiatives

Section 1.

The Hospital and the Union agree that quality patient care and a safe working environment must be continued.

Section 2.

The parties also recognize that employees have a right and responsibility to participate in decisions affecting delivery of care and related terms and conditions of employment.

Section 3.

The parties recognize that work and patient care redesign initiatives shall provide quality care on a safe and cost efficient basis.

Section 4.

Accordingly, the parties agree to recognize quality care initiatives as of the highest priority and to address these issues as priority items. It is the intent and desire of the parties that mutual agreement on changes in the system for delivery of patient care can be reached.

Article 43 – Entire Agreement

Section 1.

The Hospital has bargained collectively with the Union and set forth the agreements reached in this Agreement with respect to wages, hours and all other conditions of employment for all of the employees in the bargaining unit set forth herein. Prior to the execution of this Agreement, each of the parties made proposals or had the opportunity to make proposals concerning every subject which is legally the subject of collective bargaining.

Section 2.

The Hospital and the Union for the length of this Agreement each voluntarily waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter which was or legally could have been discussed during the negotiations which preceded the execution of this Agreement.

Section 3.

It is further agreed that this Agreement may not and shall not be added to, subtracted from, altered, amended or modified in any respect except by a document in writing signed on behalf of the parties hereto and their duly authorized officers and representatives.

Article 44 – Duration

This Agreement shall become effective upon signing by both parties and shall remain in full force and effect through midnight March 31, 2019. Either party desiring changes or amendments of this Agreement prior to the expiration of same shall give the other party notice in writing not less than ninety (90) days immediately prior to the expiration of this Agreement or any extension thereof specifying that changes or amendments are desired; otherwise the Agreement renews itself for yearly periods without change.

Article 45 – Snow Removal for Grounds Employees

When grounds employees are involved in snow removal daily overtime rules apply until their worked hours are eligible for double time payment as set forth in Article 38, Section 1(b). All hours worked continuously thereafter will be paid at double time until there is a break in their work of four (4) or more hours. After a break of four (4) or more hours they get straight time for all hours worked until daily overtime rules apply.

Article 46 – No Layoff Protection

The Hospital will not lay off employees with three (3) or more full years of service as of the date of ratification of this agreement through March 31, 2019. The Hospital will also not lay off employees who obtain five (5) or more full years of service on a rolling basis from the date of ratification of this agreement through March 31, 2019. This no layoff protection does not apply to outside funded research positions.

Bargaining unit employees with more than three (3) full years of service as of the date of ratification of this agreement, or who obtain five (5) years of service from the date of ratification of this agreement through March 31, 2019, whose positions are eliminated by the Hospital, and do not have the option to bump or obtain a vacant position, shall be offered a re-training opportunity for positions both in and out of the bargaining unit, during which period of training the employee shall have no loss of pay nor shall they bear the cost of the training.

Bargaining unit employees with more than three (3) full years of service as of the date of ratification of this agreement, or who obtain five (5) years of service from the date of ratification of this agreement through March 31, 2019, whose positions are eliminated by the Hospital, and who elect not to bump, nor to take a vacant position, and who decline to be retrained if such an offer of retraining should be made, or who fail to successfully complete the proffered training program, shall not be subject to the protection of this Article and shall then be subject to layoff without further recourse or contractual protection against such a layoff.

This Article shall sunset and be null and void effective March 31, 2019.

MEMORANDUM OF UNDERSTANDING

Rhode Island Hospital (“the Hospital”) and Local 251, International Brotherhood of Teamsters, AFL-CIO (the “Union”) hereby agree as follows this ninth day of December 1996:

1. Supervisors and lead persons will perform work legitimately within the scope of their positions but not so as to unfairly deprive employees of work opportunities including overtime.
2. Work duties shall be assigned on an equitable basis without favoritism.
3. Volunteers shall be used consistent with past practice and not to unfairly displace bargaining unit employees.
4. The Hospital will continue to discipline employees only when the employee is fairly aware of expected performance requirements. Changes in technical requirements, etc., will be posted or otherwise communicated to employees.
5. The Hospital and the Union agree to continue to follow the principles of equal pay for equal work.
6. Performance appraisals will be used as a means to objectively improve performance and not focus on personality issues. Problems will be brought to the attention of employees promptly, in a timely fashion.
7. An effort will be undertaken to apply uniform disciplinary standards throughout the bargaining unit.
8. The purposes of supervisors and leads is not to supplant bargaining unit work.
9. Whenever staffing allows, employees will be offered two (2) consecutive days off.
10. Job descriptions will be reviewed and updated as the need arises.
11. Only appropriately trained employees will provide constant observation duties.
12. These understandings are made in good faith; while not contractually binding nor subject to grievance or arbitration procedures, the Hospital and the Union are officially and formally committed to these philosophies and objectives.

The following Memoranda of Agreement shall be continued as addenda to and binding interpretations of the bargaining agreement.

- Agreement dated 11/18/96 regarding planning for the future
- Non-arbitral agreement dated 09/09/96 regarding good faith understanding
- Agreement dated 02/19/99 regarding Grounds Department Work
- Agreement dated 03/10/99 regarding progressive discipline

H/IBT/03CONTLTR

Date: _____

Date: _____

For the Hospital:

For the Union:

AUTHORIZED SIGNATURES FOR THE ENTIRE AGREEMENT

By _____
Paul Santos
President, Teamsters Local Union No. 251

By _____
Louis J. Sperling
Vice President, Human Resources

Union Bargaining Committee

Paul Santos
Edmund Carreiro
Matthew Taibi
Brooke Reeves
Antonio Suazo
Gary Dasilva
Armando Brasil
David Robbins
Robert Antaya
Decio Goulart
Stefan Ostrach

Hospital Bargaining Committee

Thomas A. Magliocchetti
Nicholas P. Dominick
Ellen LeBeuf
Douglas P. MacNeil

SCHEDULE A – SKILLED MAINTENANCE UNIT PAY GRADES

Pay Grade	Job Title	Effective 1-1-15 thru 12-31-16			Effective 1-1-17 thru 3-31-19		
		Start Rate	3 Month Rate	15 Month Rate	Start Rate	3 Month Rate	15 Month Rate
248	Backflow Prev Sys Spec StmPlmb	\$30.28	\$32.52	\$34.75	\$30.89	\$33.17	\$35.45
237	Boiler Operator	\$24.95	\$26.89	\$28.82	\$25.45	\$27.43	\$29.40
233	Building Control Sys Spclst	\$31.16	\$33.60	\$36.06	\$31.78	\$34.27	\$36.78
228	Carpenter	\$26.55	\$28.64	\$30.71	\$27.08	\$29.21	\$31.32
229	Combustion/PPMaint Engin	\$27.11	\$29.22	\$31.34	\$27.65	\$29.80	\$31.97
230	Electren/Comb Maint Engine	\$28.50	\$30.73	\$32.97	\$29.07	\$31.34	\$33.63
230	Electrician	\$28.50	\$30.73	\$32.97	\$29.07	\$31.34	\$33.63
234	Fac Mgmt Stock Clerk	\$19.15	\$20.53	\$21.95	\$19.53	\$20.94	\$22.39
227	Fire Inspector	\$25.59	\$27.57	\$29.56	\$26.10	\$28.12	\$30.15
248	Fire Supprsn Sys Spec StmPlmb	\$30.28	\$32.52	\$34.75	\$30.89	\$33.17	\$35.45
235	General Maintenance Worker	\$22.35	\$23.98	\$25.60	\$22.80	\$24.46	\$26.11
224	HVAC Mechanic	\$28.69	\$30.80	\$32.93	\$29.26	\$31.42	\$33.59
231	HVAC Oprtg Engineer	\$29.01	\$31.27	\$33.60	\$29.59	\$31.90	\$34.27
235	Laborer	\$22.35	\$23.98	\$25.60	\$22.80	\$24.46	\$26.11
235	Laborer Chemical Apple Spclst	\$22.35	\$23.98	\$25.60	\$22.80	\$24.46	\$26.11
228	Locksmith Spec/Carpenter	\$26.55	\$28.64	\$30.71	\$27.08	\$29.21	\$31.32
228	Machinist	\$26.55	\$28.64	\$30.71	\$27.08	\$29.21	\$31.32
227	Mechanic	\$25.59	\$27.57	\$29.56	\$26.10	\$28.12	\$30.15
229	Medical Waste Autoclave Oper	\$27.11	\$29.22	\$31.34	\$27.65	\$29.80	\$31.97
236	Offset Printer B	\$23.63	\$25.44	\$27.24	\$24.10	\$25.95	\$27.78
226	Painter	\$22.79	\$24.54	\$26.30	\$23.25	\$25.03	\$26.83
230	Plumber	\$28.50	\$30.73	\$32.97	\$29.07	\$31.34	\$33.63
229	PP Maint Engineer	\$27.11	\$29.22	\$31.34	\$27.65	\$29.80	\$31.97
231	PP Oprtg Engineer	\$29.01	\$31.27	\$33.60	\$29.59	\$31.90	\$34.27
237	Sign Shop Specialist	\$24.95	\$26.89	\$28.82	\$25.45	\$27.43	\$29.40
229	Steamfitter	\$27.11	\$29.22	\$31.34	\$27.65	\$29.80	\$31.97
230	Steamfitter/Plumber	\$28.50	\$30.73	\$32.97	\$29.07	\$31.34	\$33.63

SCHEDULE B – ALL OTHER NON-PROFESSIONAL UNIT PAY GRADES

Pay Grade	Job Title	Effective 1-1-15 thru 12-31-16		Effective 1-1-17 thru 3-31-19	
		Start Rate	3 Month Rate	Start Rate	3 Month Rate
346	Ambulatory Clinic Assistant	\$14.71	\$15.06	\$15.00	\$15.36
347	Ambulatory Clinic Assistant II	\$14.80	\$15.17	\$15.10	\$15.47
318	Amb Patient Services Rep	\$15.16	\$15.53	\$15.46	\$15.84
304	Anesthesia Technician	\$13.98	\$14.31	\$14.26	\$14.60
208	Animal Care Technician	\$15.41	\$15.77	\$15.72	\$16.09
216	Animal Surgical Technician	\$15.81	\$16.21	\$16.13	\$16.53
307	Audiovisual Svcs Techncn	\$12.37	\$12.65	\$12.62	\$12.90
266	Baker	\$16.49	\$16.91	\$16.82	\$17.25
319	Booking Secretary	\$16.15	\$16.55	\$16.47	\$16.88
319	Booking Secretary Admitting	\$16.15	\$16.55	\$16.47	\$16.88
316	BPS Research Clerk	\$13.08	\$13.37	\$13.34	\$13.64
262	Cafeteria Assistant	\$12.56	\$12.85	\$12.81	\$13.11
333	Cafeteria Cashier	\$12.34	\$12.62	\$12.59	\$12.87
267	Cafeteria Eve Grp Ldr	\$17.02	\$17.45	\$17.36	\$17.80
317	Cancer Registrar	\$14.07	\$14.39	\$14.35	\$14.68
323	Cardiac Services Registrar	\$16.98	\$17.40	\$17.32	\$17.75
264	Cardiac Technician II	\$15.41	\$15.77	\$15.72	\$16.09
314	Cardiac Technician III	\$18.75	\$19.23	\$19.13	\$19.61
304	Cardiology Lab Assistant	\$13.98	\$14.31	\$14.26	\$14.60
304	Cardiovascular Technician	\$13.98	\$14.31	\$14.26	\$14.60
267	Catering Coordinator	\$17.02	\$17.45	\$17.36	\$17.80
275	Central Sterile Technician	\$13.75	\$14.09	\$14.03	\$14.37
294	Central Transport Aide	\$12.60	\$12.88	\$12.85	\$13.14
219	Central Transport Equip Tech	\$14.01	\$14.33	\$14.29	\$14.62
324	Certified Nursing Assistant I	\$13.07	\$13.36	\$13.33	\$13.63
346	Certified Nursing Assistant II	\$14.71	\$15.06	\$15.00	\$15.36
315	Clerical Aide	\$12.34	\$12.62	\$12.59	\$12.87
316	Clerk B	\$13.08	\$13.37	\$13.34	\$13.64
318	Clerk Specialist	\$15.16	\$15.53	\$15.46	\$15.84
313	Clerkship UR Specialist	\$19.02	\$19.50	\$19.40	\$19.89
317	Clinical Lab Control Clerk	\$14.07	\$14.39	\$14.35	\$14.68
309	Clinical Testing Technician	\$13.55	\$13.89	\$13.82	\$14.17
397	CNA II - Unit Secy ED	\$16.47	\$16.97	\$16.80	\$17.31
206	Comp Cancer Ctr Services Rep	\$14.56	\$14.89	\$14.85	\$15.19
263	Cook I	\$13.25	\$13.56	\$13.52	\$13.83
266	Cook II	\$16.49	\$16.91	\$16.82	\$17.25
262	Cooking Assistant	\$12.56	\$12.85	\$12.81	\$13.11
317	Correspondence Secretary	\$14.07	\$14.39	\$14.35	\$14.68
313	Credentialing Specialist	\$19.02	\$19.50	\$19.40	\$19.89
445	CTS Dispatcher	\$13.40	\$13.71	\$13.67	\$13.98
318	Customer Svc Rep - Pathology	\$15.16	\$15.53	\$15.46	\$15.84
314	Data Coord - Cancer Ctr	\$18.75	\$19.23	\$19.13	\$19.61
314	Data Coord Neurology	\$18.75	\$19.23	\$19.13	\$19.61
319	Data Coord Transplant	\$16.15	\$16.55	\$16.47	\$16.88
314	Data Coordinator Med Staff Svc	\$18.75	\$19.23	\$19.13	\$19.61
310	Dental Assistant	\$17.63	\$18.07	\$17.98	\$18.43
316	Diag Imag Info Secy	\$13.08	\$13.37	\$13.34	\$13.64
215	Dialysis Assistant	\$13.40	\$13.71	\$13.67	\$13.98
215	Dialysis Assistant Outpatient	\$13.40	\$13.71	\$13.67	\$13.98
309	Diener	\$13.55	\$13.89	\$13.82	\$14.17
232	Dietary Computer Clerk	\$13.80	\$14.12	\$14.08	\$14.40
322	Digital Printing Operator	\$17.73	\$18.17	\$18.08	\$18.53
208	Driver I	\$15.41	\$15.77	\$15.72	\$16.09
320	Driver II	\$16.46	\$16.86	\$16.79	\$17.20

Pay Grade	Job Title	Effective 1-1-15 thru 12-31-16		Effective 1-1-17 thru 3-31-19	
		Start Rate	3 Month Rate	Start Rate	3 Month Rate
319	EAD Assistant	\$16.15	\$16.55	\$16.47	\$16.88
252	ED Patient Care Tech I	\$16.03	\$16.38	\$16.35	\$16.71
253	ED Patient Care Tech II	\$16.13	\$16.48	\$16.45	\$16.81
309	Electrophysiology Assst	\$13.55	\$13.89	\$13.82	\$14.17
314	Emer Dept Billing Clerk	\$18.75	\$19.23	\$19.13	\$19.61
303	Emer Dept Family Asst	\$11.99	\$12.27	\$12.23	\$12.52
317	Emer Dept Records Clerk	\$14.07	\$14.39	\$14.35	\$14.68
275	Endoscopy Equip Assistant	\$13.75	\$14.09	\$14.03	\$14.37
275	Endoscopy Transport/Equip Asst	\$13.75	\$14.09	\$14.03	\$14.37
251	Food Service Worker-Utili	\$11.84	\$12.11	\$12.08	\$12.35
251	Food Svc Worker-Cafeteria	\$11.84	\$12.11	\$12.08	\$12.35
251	Food Svc Worker-Tray Assm	\$11.84	\$12.11	\$12.08	\$12.35
319	HIM Specialist	\$16.15	\$16.55	\$16.47	\$16.88
319	HIS Info Release Specialist	\$16.15	\$16.55	\$16.47	\$16.88
241	Housekeeping Aide I	\$11.84	\$12.11	\$12.08	\$12.35
242	Housekeeping Aide II	\$12.56	\$12.85	\$12.81	\$13.11
206	Hskpg Supply Clerk	\$14.56	\$14.89	\$14.85	\$15.19
300	Information Desk Receptionist	\$13.10	\$13.40	\$13.36	\$13.67
314	Inpt Data Mgmt Assistant	\$18.75	\$19.23	\$19.13	\$19.61
223	Interpreter	\$17.97	\$18.43	\$18.33	\$18.80
247	Interpreter - Intern	\$13.52	\$13.77	\$13.79	\$14.05
321	Interpreter Dispatcher	\$16.73	\$17.14	\$17.06	\$17.48
240	Interpreter PD	\$19.55	\$19.55	\$19.94	\$19.94
319	Inventory Specialist	\$16.15	\$16.55	\$16.47	\$16.88
319	Inventory Specialist FNS	\$16.15	\$16.55	\$16.47	\$16.88
202	Laboratory Aide	\$11.27	\$11.52	\$11.50	\$11.75
283	Laundry Aide I	\$12.61	\$12.89	\$12.86	\$13.15
284	Laundry Aide II	\$13.40	\$13.71	\$13.67	\$13.98
225	Laundry Mechanic Assistant	\$14.67	\$15.02	\$14.96	\$15.32
293	Mail Room Aide	\$11.99	\$12.27	\$12.23	\$12.52
315	Med Onc Library Clerk	\$12.34	\$12.62	\$12.59	\$12.87
322	Med Transcrpt/Proofreader	\$17.73	\$18.17	\$18.08	\$18.53
322	Med Transcrptn Secrtry A	\$17.73	\$18.17	\$18.08	\$18.53
314	Med Transcrptn Secrtry B	\$18.75	\$19.23	\$19.13	\$19.61
347	Medical Assistant	\$14.80	\$15.17	\$15.10	\$15.47
347	Medical Asst Hallett Ctr	\$14.80	\$15.17	\$15.10	\$15.47
245	Motor Vehicle Operator	\$13.40	\$13.71	\$13.67	\$13.98
319	Nursing Resource Mgmt Coord	\$16.15	\$16.55	\$16.47	\$16.88
244	Nutrition Hospitlty Assoc	\$13.40	\$13.71	\$13.67	\$13.98
319	Ophthalmic Assistant	\$16.15	\$16.55	\$16.47	\$16.88
215	OR Assistant	\$13.40	\$13.71	\$13.67	\$13.98
318	OR Control Clerk	\$15.16	\$15.53	\$15.46	\$15.84
407	OR Reprocess Asst	\$15.75	\$16.15	\$16.07	\$16.47
215	Orthopedic Technician	\$13.40	\$13.71	\$13.67	\$13.98
348	Outpatient Services Med Asst	\$17.00	\$17.43	\$17.34	\$17.78
319	Outpatient Services Rep	\$16.15	\$16.55	\$16.47	\$16.88
319	Outpatient Services Rep LEP	\$16.15	\$16.55	\$16.47	\$16.88
319	Outpatient Svs Rep-Otpt Dialys	\$16.15	\$16.55	\$16.47	\$16.88
348	Outpt Services Med Asst LEP	\$17.00	\$17.43	\$17.34	\$17.78
398	Path Tech Student	\$16.59	\$16.99	\$16.92	\$17.33
206	Pathology Aide	\$14.56	\$14.89	\$14.85	\$15.19
315	Pathology Laboratory Aide	\$12.34	\$12.62	\$12.59	\$12.87
319	Patient Accts Rep Amb	\$16.15	\$16.55	\$16.47	\$16.88
319	Patient Accts Rep Amb ED	\$16.15	\$16.55	\$16.47	\$16.88
319	Patient Accts Rep Amb LEP	\$16.15	\$16.55	\$16.47	\$16.88
322	Patient Advocacy Asst	\$17.73	\$18.17	\$18.08	\$18.53

Pay Grade	Job Title	Effective 1-1-15 thru 12-31-16		Effective 1-1-17 thru 3-31-19	
		Start Rate	3 Month Rate	Start Rate	3 Month Rate
202	Patient Care Attendant	\$11.27	\$11.52	\$11.50	\$11.75
406	Patient Care Tech Dlysys-Outpt	\$16.93	\$17.31	\$17.27	\$17.66
302	Patient Service Aide	\$11.99	\$12.27	\$12.23	\$12.52
318	Patient Services Secy C	\$15.16	\$15.53	\$15.46	\$15.84
315	Patient Svc Receptionist	\$12.34	\$12.62	\$12.59	\$12.87
317	Patient Svcs Secretary B	\$14.07	\$14.39	\$14.35	\$14.68
322	Patient Svcs Spelst Transplant	\$17.73	\$18.17	\$18.08	\$18.53
314	Pedi Craniofacial Coord	\$18.75	\$19.23	\$19.13	\$19.61
314	Pediatrics Billing Specialist	\$18.75	\$19.23	\$19.13	\$19.61
265	Pharmacy Intern	\$14.77	\$15.11	\$15.07	\$15.41
322	Pharmacy Techncn Speciali	\$17.73	\$18.17	\$18.08	\$18.53
345	Pharmacy Technician	\$15.56	\$15.92	\$15.87	\$16.24
301	Pharmacy Technician-Per D	\$22.11	\$22.11	\$22.55	\$22.55
385	Phlebotomist	\$15.36	\$15.73	\$15.67	\$15.67
285	Phlebotomist-Per Diem	\$21.90	\$21.90	\$22.34	\$22.34
314	Plastic Surg Clin. Office Coor	\$18.75	\$19.23	\$19.13	\$19.61
314	Plastic Surgery Coord	\$18.75	\$19.23	\$19.13	\$19.61
314	Quality Data Coordinator	\$18.75	\$19.23	\$19.13	\$19.61
316	Rad Transport/Stock Clerk	\$13.08	\$13.37	\$13.34	\$13.64
347	Radiation Therapy Assistant	\$14.80	\$15.17	\$15.10	\$15.47
264	Radiology Tech Assistant	\$15.41	\$15.77	\$15.72	\$16.09
215	RC Equipment Technician	\$13.40	\$13.71	\$13.67	\$13.98
209	Receiving Clerk	\$15.52	\$15.90	\$15.83	\$16.22
209	Receiving/Stock Clerk - FNS	\$15.52	\$15.90	\$15.83	\$16.22
348	Referral Specialist Coord	\$17.00	\$17.43	\$17.34	\$17.78
243	Rehabilitation Aide	\$12.81	\$13.10	\$13.07	\$13.36
308	Research Technician	\$15.23	\$15.62	\$15.53	\$15.93
317	Sched Secretary Otpt DI Svcs	\$14.07	\$14.39	\$14.35	\$14.68
322	Secretary C	\$17.73	\$18.17	\$18.08	\$18.53
314	Secretary D	\$18.75	\$19.23	\$19.13	\$19.61
315	Secretary/Typist A	\$12.34	\$12.62	\$12.59	\$12.87
317	Secretary/Typist B	\$14.07	\$14.39	\$14.35	\$14.68
207	Special Projects Temporary	\$13.65	\$13.98	\$13.92	\$14.26
396	Sr Buyer	\$20.30	\$20.84	\$20.71	\$21.26
322	Sr Cancer Registrar	\$17.73	\$18.17	\$18.08	\$18.53
212	Sr Phlebotomist	\$15.97	\$16.36	\$16.29	\$16.69
206	Sr Respiratory Equipment Tech	\$14.56	\$14.89	\$14.85	\$15.19
204	Stock Clerk	\$14.80	\$15.17	\$15.10	\$15.47
349	Support Svcs Coord	\$15.26	\$15.64	\$15.57	\$15.95
318	Surg Charge Entry Specialist	\$15.16	\$15.53	\$15.46	\$15.84
319	Surg Pathology Info Processor	\$16.15	\$16.55	\$16.47	\$16.88
323	Surgical Research Coordinator	\$16.98	\$17.40	\$17.32	\$17.75
215	Unit Assistant	\$13.40	\$13.71	\$13.67	\$13.98
318	Unit Secretary	\$15.16	\$15.53	\$15.46	\$15.84
318	Unit Secretary Emerg Dept	\$15.16	\$15.53	\$15.46	\$15.84
222	Unit Secretary Trainer	\$17.14	\$17.57	\$17.48	\$17.92
217	Visual Field Technician	\$12.86	\$13.17	\$13.12	\$13.43
214	Washroom Attendant	\$13.79	\$14.10	\$14.07	\$14.38

SCHEDULE C – EMPLOYEE MEDICAL PLAN CONTRIBUTION RATES

EMPLOYEE LIFESPAN HEALTH MEDICAL PLAN CONTRIBUTION RATES

Rhode Island Hospital – effective 1/1/2015

Plan Name	Full-time	Part-Time
	Weekly EE Cost	Weekly EE Cost
Medical		
Lifespan Health (BC/BS)		
Individual	\$19.69	\$32.82
Dual	\$39.12	\$78.27
Family	\$47.25	\$94.39

EMPLOYEE IBT HS&IP CONTRIBUTION RATES

	Effective 8/1/2014	Effective 8/1/2015	Effective 8/1/2016	Effective 8/1/2017	Effective 8/1/2018
Dual	\$45.23	\$49.00	\$51.35	\$53.70	\$56.05
Family	\$55.31	\$59.90	\$62.77	\$65.65	\$68.53

SCHEDULE D – EMPLOYEE MEDICAL AND DENTAL CONTRIBUTION RATES
2015 Lifespan Medical and Dental Rates
Rhode Island Hospital IBT Employees⁽¹⁾

	Amount IBT Members will pay per week	
	Employee Cost	
	Full Time	Part-Time
Lifespan Medical Insurance		
Lifespan Health (BC/BS)		
Individual	\$19.69	\$32.82
Dual	N/A ⁽²⁾	\$78.27
Family	N/A ⁽²⁾	\$94.39
Lifespan Dental Insurance		
Delta USA Plan A		
Individual	\$0.48	\$1.41
Dual	\$3.63*	\$4.45
Family	\$5.78*	\$7.08
Delta USA Plan B		
Individual	\$1.86	\$2.77
Dual	\$6.12*	\$7.02
Family	\$11.91*	\$13.32

*Option not applicable if you elect the Teamsters Health Service & Insurance Plan

Note: Full-time rates apply to part-time employees who work 20 or more hours per week and hired before January 1, 1983

Teamsters Local 251 Health Service & Insurance Programs		
	Full-Time	Part-Time
IBT Health Services & Insurance Plan (bundled package rate)**		
Individual	N/A	N/A
Dual	\$45.23	N/A
Family	\$55.31	N/A
Teamsters Supplemental Dental Plan (if you are electing the bundled package, you do not have to add this price. (See number 3 under questions and answers)**		
Individual	\$12.98	N/A
Dual	\$26.75 ⁽³⁾	N/A
Family	N/A	N/A
** Please contact the Teamsters Local 251 Health Service & Insurance Plan at 401-467-3323 for questions about plan eligibility.		

(1) Not applicable to UNAP and Non- Union employees.

(2) Full-time dual rate is \$39.12 and Family rate is \$47.25 if covered under Lifespan Health.

(3) There is one grandfathered employee enrolled in dual supplement plan.

MARCH 20, 2015

SIDE LETTER:

RED-CIRCLING EMPLOYEES WHOSE POSITIONS ARE SUBCONTRACTED FROM JANUARY 1, 2015 THROUGH MARCH 31, 2019

During negotiations for the January 1, 2015 through March 31, 2019 collective bargaining agreement, the Union expressed concern regarding the Hospital's management right to subcontract bargaining unit work. It is the parties' desire to address the concerns raised by the Union. To that end, and without waiving either party's rights, including but not limited to the Hospital's management rights, the parties agree as follows:

In the event the Hospital exercises its management right to subcontract bargaining unit work from January 1, 2015 through March 31, 2019, the Hospital will red-circle for a period of one (1) year the base hourly rate of an employee who is:

- a. Covered by Article 47, No Layoff Protection;
- b. Whose position is subcontracted;
- c. Who accepts a position in a lower-paying job classification by filling a vacancy, bumping another bargaining unit employee, or opts for a re-training opportunity, and
- d. Who successfully completes any proffered training program.

An employee for whom no vacant positions or bumping opportunities exist and who decline a training opportunity shall no longer be eligible for a red-circled rate and shall be laid off.

For employees who are red-circled pursuant to this Agreement, the Hospital will reduce their hourly base rate by no more than 10% in the second year, if necessary (i.e. if the employee's wage rate does not equal or exceed their rate at the time the prior position was subcontracted), and no more than an additional 10% in the third year, if necessary. Thereafter, the employee will remain at such rate (total 20% decrease) until such time that the rate of the position he/she holds increases above such rate (total 20% decrease).

This side letter shall sunset and be null and void effective March 31, 2019, except that the frozen rates shall continue.

Requesting a Leave of Absence Procedure

Reasons for requesting a Leave of Absence

- ~ Medical leave (Medically necessary to care for a family member or the employee's own serious health condition absence of 2 weeks or more)
 - ~ Maternity
 - ~ Paternity
 - ~ Personal (approved by your manager)
 - ~ Educational (approved by your manager)
- ~ Intermittent (Medically necessary to care for a family member or the employee's own serious health condition and need to take intermittent blocks of time off from work related to that illness.)

When your leave is a foreseeable leave of absence you need to submit completed Leave of Absence forms, which are included in the "Leave of Absence Kit", 30 days in advance. You can pick up a Leave of Absence Kit from either Human Resources, located 1st floor Potter Building or in Employee Health Services, located 1st floor Grads Dorm. The Leave of Absence Kit consists of form A (which is the request for your leave). This form is completed by you and your manager. Form B is the certification of Health care Provider. This form is completed by your physician.

If your leave is unforeseeable you need to contact your manager each day you are absent until you are notified by Employee Health Services of being on an "Approved Leave of Absence". Request your manager to contact Employee Health Services to send you a "Leave of Absence Kit". Both forms need to be completed and returned to Employee Health Services within 15 days of the date of requesting the "Kit".

In the event of applying for an Intermittent FMLA, it is understood that it is not in effect until you are notified by Employee Health Services that it has been approved. Intermittent FMLA's will not be approved without your physician providing an estimated likely duration and frequency of periods of incapacity as well as the need for appointments.

For both foreseeable and unforeseeable leave of absences, it is your responsibility to ensure that both form A and form B are completed and submitted to Employee Services by the specified deadlines.

In the event you incur a qualified "Change in Status" during your leave you must notify your Benefits Office within 90 days for the birth of a child and 31 days for all other qualified events. If you do not notify the Benefits Office within the time period, you will not be afforded another opportunity to change your benefits until either another qualified "Change in Status" occurs or the next "open enrollment" period.

Returning to Work:

Employees are responsible to notify their manager at least 2 weeks prior to their scheduled return to work date. If the scheduled return to work date is changed, the employee is responsible to notify their manager and employee health as soon as possible. The employee is also responsible to provide proper documentation to Employee Health that will support the extension of their leave, or their release to return to work.

Employees must call Employee Health Services at 444-4038 to schedule an appointment prior to their scheduled return to work date to receive a "Fit for Duty" note. The employee is then responsible to submit this note to their manager before starting their scheduled shift.

INDEX

Basic work schedules & shifts.....	5
Bereavement leave.....	28
Bidding for positions.....	15
Bulletin boards.....	12
Breaks.....	6
Bumping process.....	25
Cafeteria hours and prices.....	41
Call back pay.....	70
Changing schedules & shifts.....	7,8
Charitable giving.....	41
Child care.....	43
Constant observation.....	17
Definition of “qualified”.....	17
Dental insurance.....	81
Dignity & respect.....	1
Direct deposit process.....	41
Double time pay.....	64
DRIVE deductions.....	4
Dual employment prohibition.....	18
Educational leaves of absence.....	35
Employee assistance programs.....	47
Employee Fund.....	43
Entire Agreement.....	73
Exempt employees.....	65,9
Extending unpaid leaves of absence.....	37
Extra Hours (straight time only).....	65
Failure to pay union dues.....	3
Fitness Center.....	43
Floating.....	8
FMLA and health coverage continuation.....	35

INDEX

FMLA eligibility.....33
Hand tools & power tools.....48
Health care co-pays.....84,85
Health care eligibility.....56
Health insurance employee rates.....84,85
Health insurance hospital contributions.....84,85
Holiday list.....49
Holiday pay.....49
Holiday pay & sick pay.....51
Holiday scheduling.....50
Holidays- Banked & Floating.....50
Hospital ID badges.....40
IBT dental plan.....85
IBT Scholarship Fund.....45
Jury duty and related absences.....29
Layoff procedures.....24,25
Liaison selection.....14,15
Life insurance/AD&D.....60
Lockers.....43
Long term care insurance.....56
Long term disability insurance.....61
Longevity increase.....64
Loss of seniority.....22
Mandatory overtime.....66
Materially changed jobs.....45
Meals and Beverages.....42
Medical and Family leave of absence (FMLA).33,87
Military leaves of absence.....36
Military training leave.....36
New Hire orientation.....13

INDEX

No layoff protection.....74
Non-discrimination.....2
Notaries.....43
On-call pay.....70,71
Overtime pay.....64,65
Overtime procedures.....64,65
Parking.....42
Personal leaves and health coverage continuation.36
Personal leaves of absence.....36
Planning for the future.....71,72
Position orientation & training.....25
Posting of positions.....15,16
Posting of schedules.....7
Professional liability insurance.....61
Promotions & demotions.....63
Proof of illness.....31
Protective gear.....38,48
Recall from layoff.....24
Recognition- Clinical and non-clinical support.....3
Recognition- Skilled maintenance.....2
Required tests & immunizations.....38
Rest periods.....6
Retiree health & life insurance benefits.....62
Retirement plan contributions.....61
Returning from unpaid leaves of absence.....36
Rotation to other shifts.....7
Security escort.....38
Selection of applicants.....16
Seniority date conflict.....23
Seniority lists.....23

INDEX

Shift differentials- Night & evening.....	68,69
Shift differentials- Weekends.....	69,70
Sick leave accruals.....	30,31
Sick leave and FMLA.....	33
Sick leave and RI TDI.....	31
Sick leave pay.....	31
Sick leave sell program.....	32
Sick leave usage (reasons for)	21
Smoking.....	42
Snow removal for grounds.....	71
Steward & Liaison responsibilities.....	11
Surveys.....	43
Temporary light duty assignments.....	39
Temporary unit/department closure.....	26
Temporary workers.....	9
Tuition reimbursement eligibility.....	45
Uniform laundering.....	48
Union leaves of absence.....	13
Vacation accruals.....	51
Vacation pay.....	52
Vacation scheduling.....	54
Vacation sell program.....	65,66
Voluntary overtime.....	6,55
Weekend schedules.....	48
Welding protective gear.....	48
Worker's Compensation leave.....	38
Work-related on duty injury.....	38