

# Changes to the IBT 251 – RI Hospital Collective Bargaining Agreement 2019-2024

## Agreement

Agreement made and entered into this 1st day of April, 2019 ~~January, 2015~~ by and between General Teamsters Local Union 251 affiliated with the International Brotherhood of Teamsters-AFL-CIO, hereinafter called the "Union" and Rhode Island Hospital, hereinafter called the "Employer" or "Hospital".

## Article 2 – Non-Discrimination

### Section 1.

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, gender identity, marital status, age or disability, or any other protected classes under all applicable law, 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.

## Article 8 – Hours of Work/Schedules/Breaks

### 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) weeks' 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.

### [From an Existing Side Letter]

Changes in hours of work, start and end times of shifts, temporary changes in shift and/or any other changes in the working hours of an employee which does not result in a change of status from full-time to part-time or involuntarily to per diem, or, involuntarily from part-time to full-time shall be governed by the provisions set forth in Article 8.

Changes to an employee's hours and/or shift which does result in an involuntary change of status from full-time to part-time or to per diem, or, involuntarily from part-time to full-time shall be considered eligible to apply the Layoff provisions of the CBA, Agreement including the right to bump less senior employees in accord with the procedures outlined in the Agreement CBA, should the employee not wish to accept the change in status.

Permanent changes to an employee's shift (e.g., permanent day to permanent evening) shall be considered eligible to apply the Layoff provisions of the Agreement, including the right to bump less senior employees in accord with the procedures outlined in the Agreement, should the employee not wish to accept the change.

## Article 9 – Categories of Employees and Payroll Types

### 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. Per diem employees are required to submit availability, prior to the graph being finalized, for three (3) shifts in a four-week graph (unless a department program that exists as of the date of ratification of the 2019-2024 agreement requires a greater commitment) in order to continue employment as a per diem. In submitting availability, the per diem must provide availability for dates on which there are identified holes on the schedule (after full-time and part-time employees are scheduled, and after part-time employees have had the opportunity to pick up extra shifts). Per diem employees who fail to meet their work obligations for a period of ninety (90) days may be terminated and will lose all previously accrued seniority.

## Article 11 – Union Representation and Stewards

### Section 7.

During any investigatory interview that reasonably may lead to discipline, an employee may request that a Union Steward or Liaison be present. In any such interview, before an employee is questioned about his/her conduct, the employee will be told that a purpose of the interview is to review his/her conduct and that he/she is entitled to have a Union representative present during the interview. 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 10.

Subject to operational needs, ~~t~~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– two (2) ~~one (1)~~ employees up to (6) six months in a calendar year, and eight (8) ~~six (6)~~ employees up to (2) two weeks each in a calendar year.
- c) Should three (3) ~~one~~ employee(s) be elected or appointed to a full-time Union position, the unpaid leave shall be for the duration of this contract. Such leave is not subject to operational need, with any accrued benefits frozen without continuation until such employee(s) returns to active duty.

Except that during the period of collective bargaining, the ~~Liasons~~ 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 a mutually agreeable time during new employee orientation, the Hospital will announce that Teamster represented employees are invited to remain will be invited to meet with the Union for an additional five (5) up to twenty (20) minutes.

### **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. Employees hired after [date of ratification] will be considered after twelve (12) months of continuous service. The time frames may be waived in instances where other internal candidates are not qualified. 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)~~ thirty (30) 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)~~ sixty (60) days after that position was awarded.

An employee who successfully bids on a position may decline the position (whether the employee chooses to shadow or not pursuant to Section 10) only three (3) times per rolling twelve (12) month period.

#### **Section 10.**

Prior to transfer, an employee who has applied for and received a posted vacancy will be provided an opportunity to shadow an incumbent in a position into which the employee has successfully bid. An employee may use up to forty-eight hours of shadow time in a rolling 12-month period.

~~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.~~

### **Article 13 – Grievance and Arbitration Procedure**

#### **Section 2.**

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<sup>1</sup> The parties shall submit an initial ranked list of 15 arbitrators each, with all matches automatically included. If a total of 8 additional arbitrators is not reached, the parties shall submit an unranked list of 8 arbitrators each, with matches automatically added. The parties will then strike on an

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 twelve (12) arbitrators Lawrence T. Holden, ~~Philip J. Dunn, Alan Drachman, Marcia Greenbaum, Mark Irvings, Mark Pfeiffer, Roberta Goliek and Arnold Zack.~~<sup>1</sup> The parties acknowledge their mutual desire for diversity in their arbitrator panel. Should any of these arbitrators decline an appointment, or be unable to offer a hearing date mutually acceptable 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.

### **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. The Hospital may extend the probationary period for up to an additional sixty (60) days upon written notice to the employee and the Union. Employees rehired within three (3) months of their termination in the same classification will not 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.

### **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 within six (6) months of leaving the bargaining unit 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.

### **Article 16 – Layoffs and Recalls**

#### **Section 4.**

alternating basis 1 arbitrator for the other party's list until sufficient arbitrators remain to reach a total of 12. The party who will strike first will be determined by a coin flip. If during the term of the Agreement, the arbitrator list drops below 12, the parties will use the same method to update the list.

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. **Part-time** employees may not bump into a position with greater regularly scheduled hours unless necessary to match the earnings level of the employee's position.

## **Article 18 – Paid Leaves of Absence**

### **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.~~ **parent, grandparent, great-grandparent, legal guardian, spouse, domestic partner/same sex domestic partner, child, grandchild, great-grandchild, sibling, parent in-law, son or daughter-in-law, brother or sister-in-law, any relative who is a member of the employee's household.**

One (1) day shall be granted for any person living with the employee or for the employee's aunt, uncle, ~~grandchildren,~~ niece or nephew, **or any of the foregoing where there is a step relationship.** ~~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.

## **Article 20 – Unpaid Leaves of Absence**

### **Section 1. – Medical and Family Leaves of Absence.**

Effective upon ratification of the ~~2015-2019~~ **2019 – 2024** agreement, employees who have completed ~~the probationary period~~ **one (1) year of employment** 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~~ **5** years of employment – 13 weeks in a twelve-month period

~~2~~ **5** years to 10 years of employment – 26 weeks in a twelve-month period

~~5~~ **10** years up to 20 years employment – Employees who have exhausted the 26 weeks leave are eligible for up to an additional 26 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 8.**

For leave required due to work related injury or illness, the employee's leave shall be for up to ~~eighteen (18)~~ **twenty-four (24)** months.

**Employees who return from a leave of absence under this Section 8 within twelve (12) months 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.**

**Employees who return from a leave of absence under this Section 8 within thirteen (13) through twenty-four (24) months from when the leave began will be offered their former position if the position is still vacant or a similar position with the same classification, pay and benefits.**

**Time spent in a light duty assignment shall be considered leave under this Section 8.**

### **Section 16**

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~~ **in this instance** mean the same classification, pay, benefits and ~~and shift, and the same or~~ **an equivalent work schedule, unless the same shift and same or equivalent work schedule is available.**

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.

- A. 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.
- B. 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.

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.

**The Union will support the Hospital's efforts to educate employees on the value in transitioning voluntarily to direct deposit or pay cards instead of paychecks. In the event that Rhode Island law is amended to permit an employer to require direct deposit or pay cards, the Hospital may require employees to be paid by direct deposit or pay cards, after notice to the Union. The Union maintains the right to effects bargaining should this law change occur. Nothing in this section is acceptance or approval of any exemption sought under current state law.**

**Article 21 – Health and Safety**

**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~~ **also** report to the Hospital's employee health clinic. **The employee may seek treatment from their preferred medical treatment option. The Union shall be provided updates to be able to address safety issues and follow up with employees.**

**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. **In any such instance, the employee may seek treatment from their preferred medical treatment option.**

**Article 29 – Holidays**

**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; **provided, however, that when the eve is Saturday or Sunday, the Hospital may adjust the work schedule of employees in an equitable manner to meet the operating needs of a unit, but every effort will be made to avoid employees having to work on both the eve and the holiday.** Assignment to work on a holiday shall be on a fair rotation. Notwithstanding the foregoing, employees may voluntarily agree to work more holidays.

**Article 23 – Miscellaneous**

**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

**Article 30 – Vacation**

**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). **Part-time employees shall only be prohibited from performing work on their regularly scheduled days and cannot exceed forty (40) hours in the week.** 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 2.**

**Effective January 1, 2020, ~~the~~ the Hospital shall continue to offer Long Term Care Insurance, HIV Insurance, and Legal services employee focused elective benefits to bargaining**

unit employees on the same basis as they offered to non-Union employees.

**Article 32 – Health Insurance**

**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, ~~2019~~ **2015** employees in the IBT **251 HSIP 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 8/1/2018<sup>2</sup>  
 Dual \_\_\_\_\_ \$56.05/week  
 Family \_\_\_\_\_ \$68.53/week

**Effective 8/1/2019**  
**Dual** \_\_\_\_\_ **\$58.13/week**  
**Family** \_\_\_\_\_ **\$70.61/week**

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

**August 1, 2018** \_\_\_\_\_ **\$12.0125 per hour** worked to a maximum of 150 hours per month

**August 1, 2019** \_\_\_\_\_ **\$12.6125 per hour** worked to a maximum of 150 hours per month

\_\_\_\_\_ The 8/1/2018 employee contribution rate is based on a .50 cents increase in the Employer contribution.

- 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.

- G. **The Union and the Hospital are committed to establishing a partnership to incent participants in the IBT 251 HSIP to use Lifespan facilities. To that end, within sixty (60) days after ratification of this Agreement, the Union and the Hospital will develop a proposal to present to the Trustees of the IBT 251 HSIP regarding changes to plan design or other incentives to**

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.

**achieve this mutually desired goal. In the event that the Union and the Hospital cannot agree on such a proposal or the IBT 251 HSIP Trustees reject the proposed plan, then the Hospital's premium contributions shall be decreased by 5%.**

**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.

**Effective January 1, 2020, the current basic and additional long-term disability insurance program shall be changed to the current long-term disability insurance program applicable to other employees of the Hospital. Employees participating in the long-term disability insurance program as of December 31, 2019 and who remain benefits eligible shall not be subject to the pre-existing condition limitation in the program.**

**Article 36 – Retirement Plan and Tax Sheltered Annuity**

**Add the following New Section:**

**All employees hired after August 31, 2019 will only be eligible to participate in the Hospital's 401(k) Plan which shall provide for a matching contribution of 100% of the first 6% of eligible compensation, as more fully described in the Plan document. For purposes of this section, the term "hired" shall also mean anyone rehired or anyone from outside the bargaining unit who transfers into the bargaining unit.**

**Incumbent employees as of August 31, 2019 will be offered a choice between their existing retirement benefit (Core Account, 403(b) and, if applicable, the grandfathered defined benefit plan) or the Hospital's 401(k) Plan as follows:**

- **the choice will be a one-time irrevocable election to be made in or about September 2019;**
- **if an employee fails to make an election, he/she shall remain in the Core/403(b) (and grandfathered defined benefit plan if applicable);**
- **the election will be effective January 1, 2020; and**
- **an incumbent employee who elects to participate in the Hospital's 401(k) Plan will only be eligible to participate in the Hospital's 401(k) Plan, will not be eligible to continue to receive Hospital contributions (or to make contributions) to the 403(b)/Core Account or to accrue additional benefits in the grandfathered defined benefit plan, and the benefits under the Core and grandfathered plans will be frozen as of December 31, 2019.**

**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 to be increased as follows: (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%.

- **Effective April 7, 2019: 3%.**
- **Effective first full payroll period after April 1, 2020: 3%.**
- **Effective first full payroll period after April 1, 2021: 3%.**
- **Effective first full payroll period after April 1, 2022: 3%.**
- **Effective first full payroll period after April 1, 2023: 3%.**

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

- **Effective April 7, 2019: 3%.**
- **Effective first full payroll period after April 1, 2020: 3%.**
- **Effective first full payroll period after April 1, 2021: 3%.**
- **Effective first full payroll period after April 1, 2022: 3%.**
- **Effective first full payroll period after April 1, 2023: 3%.**

- C. **The Hospital is committed to addressing inequities within the Skilled Maintenance bargaining unit caused by the freezing of hiring rates and the timing of certain hires. To that end, the Union and the Hospital will work together to adjust the wage rates of certain employees within this unit to address such inequities.**

- D. **\$15 Minimum Rate of Pay. Following the implementation of the 3% increase in April 2023 pursuant to Sections A and B above, any employee making less than \$15 per hour will have his/her wage rate increased to \$15 per hour. Similarly, any starting rate that is below \$15 per hour will be increased to \$15 per hour. These changes will be effective the first full payroll period following the implementation of the April 2023 3% increase.**

**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.~~

**Article 38 – Overtime**

**Section 5. – Voluntary Overtime.**

Within ~~thirty (30) ninety (90)~~ days following **[date of ratification]** ~~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 **and job classification** 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.

## **Article 39 – Shift, Weekend and Other Differentials**

### **Section 1.**

**Effective the first full payroll period after ratification,** employees will be paid an evening differential of **\$1.15** \$0.75 per hour provided the employee works at least four (4) hours after 5:00 p.m.

Effective the ~~start of the~~ first **full payroll** period after **4/1/20** 9/1/15 – Evening differential **\$1.25** \$0.85 per hour provided the employee works at least four (4) hours after 5:00 p.m.

Effective the ~~start of the~~ first **full payroll** period after **4/1/21** 9/1/16 – Evening differential **\$1.30** \$0.95 per hour provided the employee works at least four (4) hours after 5:00 p.m.

Effective the ~~start of the~~ first **full payroll** period after **4/1/22** 9/1/17 – Evening differential **\$1.35** \$1.05 per hour provided the employee works at least four (4) hours after 5:00 p.m.

**Effective the first full payroll period after 4/1/23 – Evening differential \$1.40 per hour provided the employee works at least four (4) hours after 5:00 p.m.**

### **Section 2.**

**Effective the first full payroll period after ratification,** employees will be paid a night differential of **\$1.70** \$1.30 per hour provided the employee works at least four (4) hours after 1:00 a.m.

Effective the ~~start of the~~ first **full payroll** period after **4/1/20** 9/1/15 – Night differential **\$1.80** \$1.40 per hour provided the employee works at least (4) hours after 1:00 a.m.

Effective the ~~start of the~~ first **full payroll** period after **4/1/21** 9/1/16 – Night differential **\$1.85** \$1.50 per hour provided the employee works at least (4) hours after 1:00 a.m.

Effective the ~~start of the~~ first **full payroll** period after **4/1/22** 9/1/17 – Night differential **\$1.90** \$1.60 per hour provided the employee works at least (4) hours after 1:00 a.m.

**Effective the first full payroll period after 4/1/23 – Night differential \$1.95 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 **\$1.65** \$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, **effective the first full payroll period after ratification.**

**Weekly payroll employees will be paid a weekend differential of \$1.85 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, effective the first full payroll period after 4/1/20.**

**Weekly payroll employees will be paid a weekend differential of \$2.15 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, effective the first full payroll period after 4/1/21.**

**Weekly payroll employees will be paid a weekend differential of \$2.25 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, effective the first full payroll period after 4/1/22.**

**Weekly payroll employees will be paid a weekend differential of \$2.50 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, effective the first full payroll period after 4/1/23.**

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

#### **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 ~~\$1.75~~ ~~\$1.50~~ per hour of the on-call period, **effective the first full payroll period after ratification.**

**Employees required to be on-call will be compensated at the rate of \$1.85 per hour of the on-call period, effective the first full payroll period after 4/1/20.**

**Employees required to be on-call will be compensated at the rate of \$2.00 per hour of the on-call period, effective the first full payroll period after 4/1/21.**

**Employees required to be on-call will be compensated at the rate of \$2.15 per hour of the on-call period, effective the first full payroll period after 4/1/22.**

**Employees required to be on-call will be compensated at the rate of \$2.30 per hour of the on-call period, effective the first full payroll period after 4/1/23.** Hours spent on-call are not hours worked for purposes of computing overtime.

#### **Article 42 – Quality of Care Initiatives**

##### **Section 5.**

**Staffing, equipment and supplies shall be a standing agenda item at the parties' regular Labor-Management meetings. Such meeting shall occur on no less than a monthly basis. At these meetings, the parties shall discuss staffing and supply matters, and shall make recommendations to the Chief Nursing Officer, Vice President Facilities Services and/or Senior Vice President of Clinical Service Lines and Facilities Development. The effectiveness of any recommendations will be reviewed during these meetings.**

#### **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~~ ~~2024~~. Either party desiring changes or amendments of this Agreement prior to the expiration of same shall give the other party notice in writing not less than ninety (90) days immediately prior to the expiration of this Agreement or any extension thereof specifying that changes or amendments are desired; otherwise the Agreement renews itself for yearly periods without change.

#### **Article 45 – Storm Preparation and Snow Removal for Grounds Employees**

When grounds employees or housekeeping employees are involved in storm preparation and 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~~ ~~2024~~. 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~~ ~~2024~~. 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~~ ~~2024~~, 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 (**not to exceed six (6) months**) 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~~ ~~2024~~, 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~~ ~~2024~~.

**Use of Per Diems. – Side Letter as follows:**  
**Every twelve months, the Hospital will provide the Union with a list of all per diems who have worked an average of more than thirty (30) hours per week and the number of hours worked. The Hospital further agrees to meet and confer with the Union within a month after providing such list to review and address concerns over the use of per diems who have worked an average of more than thirty (30) hours per week and identify adjustments/solutions to the use of per diems. Within sixty (60) days after ratification, the Hospital and the Union will meet to discuss whether full-time or benefit eligible positions may be added in units with high per diem usage. Prior to that meeting, the Hospital will provide the Union with an updated per diem report reflecting per diem usage over the prior twelve months. Per diem employees will be eligible for benefits consistent with, and if required by, applicable law or under the terms of an applicable benefit plan.**

**MARCH 20, 2015**

**SIDE LETTER:**

**RED-CIRCLING EMPLOYEES WHOSE POSITIONS ARE SUBCONTRACTED FROM ~~JANUARY 1, 2015~~ APRIL 1, 2019 THROUGH MARCH 31, 2019~~24~~**

During negotiations for the ~~January 1, 2015~~ April 1, 2019 through March 31, 2019~~24~~ 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~~ April 1, 2019 through March 31, 2019~~24~~, 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~~24~~, except that the frozen rates shall continue.

**The following will be a side letter to the contract and replace the existing Articles 32 and 33 effective January 1, 2020. Schedules C and D of the Agreement shall be null and void effective January 1, 2020.**

**Article 32 – Health Insurance**

**Section 1.**

**Effective January 1, 2020, full-time (35 or more regularly scheduled hours per week) and part-time employees with regularly scheduled hours of twenty (20) to thirty-four (34) per week shall have the opportunity to participate in the Teamsters Local 251 Health Services & Insurance Plan (251 HSIP) as set forth herein.**

**Effective January 1, 2020, bargaining unit members will not be offered the opportunities to participate in the Lifespan health or dental insurance plans, nor will they be offered any benefit that is provided under the respective 251 HSIP.**

**Section 2.**

**Commencing with the first day of January, 2020, and for the duration of the current Collective Bargaining Agreement and any renewals or extensions thereof in which the IBT 251 HSIP is established, the Hospital agrees to make payments to the respective 251 HSIP for full time employees and part time employees with regularly scheduled hours of twenty (20) to thirty-four (34) per week that are eligible for and elect health coverage who perform work within the scope of and/or covered by this Collective Bargaining Agreement. The parties will cooperate in order to allow 251 HSIP to conduct open enrollment. 251 HSIP will provide enrollment information to the Hospital in a timely manner so that the Hospital can appropriately adjust payroll deductions.**

- A. Employees in the IBT Health and Welfare Fund will be responsible for the following percentage of total premium cost:**

**Effective 1/1/2020**

**Full-time (35 or more hours)**

**Full-Time Single Coverage 15%**

**Full-Time Dual Coverage 15%**

**Full-Time Family Coverage 15%**

**Part-Time (20-34 hours)**

**Part-Time Single Coverage 20%**

**Part-Time Dual Coverage 20%**

**Part-Time Family Coverage 20%**

**The Hospital shall contribute toward the total premium cost of the respective 251 HSIP – 85% (FT) or 80% (PT)**

**January 1, 2020 (Total Premium Cost):**

**Full Time Single \$937.12/month**

**Full Time Dual \$1,816.92/month**

**Full Time Family \$2,149.45/month**

**Part Time Single \$762.78/month**

**Part Time Dual \$1,307.48/month**

**Part Time Family \$1,770.71/month**

**For each year of the Agreement, the total premium cost shall not increase by more than 6% each year.**

- B. The contribution to the 251 HSIP must be made for each employee even though such employee may work less than his/her regularly scheduled 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 251 HSIP.**
- C. If the Hospital fails to make contributions to the respective 251 HSIP as set forth herein within seventy-two (72) hours after receiving a notice of delinquency,**

the 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 251 HSIP.
- E. The Hospital and the Union further agree that should the cost of providing said health coverage through the 251 HSIP 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 251 HSIP and move employees back into the Lifespan Health self-funded health plan, or agree to maintain participation in the respective 251 HSIP with the additional cost being born through increased employee contribution rates.

- F. It is understood that the 251 HSIP provides a comprehensive benefits plan to eligible employees.<sup>2</sup>

Article 33 – Dental Insurance and Bundled Benefits  
Effective January 1, 2020, the Hospital agrees to participate in a dental plan offered by the Union with additional bundled benefits. This plan will be offered to full-time employees and part-time employees regularly scheduled to work twenty (20) through thirty-four (34) hours per week who waive medical coverage. 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 50% of the premium cost on a cost sharing basis with the employees. 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. For each year of the Agreement, the total premium cost shall not increase by more than 3% each year.

#### *Earned Time Article*

#### Earned Time

All employees hired after September 30, 2019 will only be eligible to participate in the Hospital's Earned Time

<sup>2</sup> Effective January 1, 2020, IBT employees will not be eligible for medical, dental, life insurance (including supplemental life insurance), FSA, HIV, Legal or any other

program (as described below). For purposes of this section, the term "hired" shall also mean anyone rehired or anyone from outside the bargaining unit who transfers into the bargaining unit.

Incumbent employees as of September 30, 2019 will be offered a choice between their existing vacation and sick accrual benefit and the Earned Time program as follows:

- The choice will be a one-time irrevocable election to be made in or about October 2019;
- If an employee fails to make an election, he/she shall retain the traditional vacation and sick time benefit;
- The election will be effective January 1, 2020; and
- An incumbent employee who elects to participate in the Hospital's Earned Time program will only be eligible to participate in the Hospital's Earned Time program, and will not be eligible for vacation and sick time benefits.

#### NEW Article

This Article will apply to participants in the Earned Time program.

- A. For incumbent employees who elect Earned Time, all accrued, unused vacation hours will be converted to ET;
- B. For incumbent employees who elect Earned Time, all accrued, unused sick time will be placed into an extended sick leave bank (ESL);

#### Article – Earned Time Section 1.

Full-time and regular part-time employees shall accrue Earned Time (ET) pursuant to Section 2 at an annual rate of up to 144, 184, or 224 hours respectively. Accruals of ET 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 ET hours are available for use by these employees beginning with the first pay period following the completion of their probationary period. As used in this Article, scheduled ET means preplanned and preapproved ET for purposes such as vacation or scheduled medical appointments.

#### Section 2.

During the first three (3) years of employment, ET time for weekly payroll employees is accrued on the basis of actual paid hours at the rate of 2.76 ET hours for every forty (40) paid hours, excluding overtime. After completing three years of service, the accrual rate is 3.53 ET hours for every forty (40) paid hours and after ten

benefit offered through the respective 251 HSIP. If, in the future, 251 HSIP offers LTD, then IBT employees would no longer be eligible for the Hospital's LTD plan.

years of service, 4.31 ET hours for every forty (40) paid hours.

Section 3.

Payment of ET 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 4.

The Hospital will continue to provide a one-time lump sum ET 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 5.

Unless otherwise required by applicable law, accruals and eligibility to use ET 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, and the available ET hours in effect at the time of such transfer will be paid off. Upon any subsequent increase in the regularly scheduled weekly hours to twenty (20) or more per week, accruals will resume.

Section 6.

No employee accrues ET during an unpaid leave of absence.

Section 7.

Employees will be able to accrue up to one (1) times their annual accrual amount. Where the available ET hours equal one times the annual accrual, additional accruals will cease until ET hours are taken and the balance of available hours is less than the maximum.

Section 8.

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

Section 9.

When requested and submitted on payroll records, ET pay for employees on the weekly payroll will be issued on the payday immediately preceding the scheduled ET period.

Section 10.

Employees shall designate their requests for ET on ET 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 11.

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

Section 12.

Employee's requests for ET received after the end of the posting period and/or employee requests to change scheduled ET 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 ET scheduling requirements may be made by mutual agreement between employee and his/her supervisor.

Section 13.

Employees may use available ET 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 ET 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 ET 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 14.

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 ET 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 ET hours he/she is entitled to under the preceding paragraph.

Section 15.

Employees may be required to produce written verification or other proof of illness or disability insurance payments before ET 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 16.**

ESL may be used during leaves of absence due to a bona fide illness or injury of the employee or family member that exceeds five (5) consecutive days. "Family member" shall be defined as in the Family and Medical Leave Act.

**Section 17.**

In order to be paid for unused ET 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 ET is accrued. Any future ET 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 ET 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 ET hours equal to the amount previously elected, the employee will be paid in cash for only that portion of the previously elected future ET actually accrued.

The maximum that an employee can designate for payment is forty (40) hours. Nothing herein alters the provisions of Article \_\_, Section 7 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 ET time.

**Section 18.**

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

**Section 19.**

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

**Section 20.**

Employees shall not be required to perform any weekend duty on the weekends during any scheduled ET weeks. Employees on a full week's ET cannot perform any work including overtime work during the period of the full ET (Sunday through Saturday). Part-time employees shall only be prohibited from performing work on their regularly scheduled days and cannot exceed forty (40) hours in the week. 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.

To the extent that any provision of the CBA is inconsistent with the terms of this side letter, this side letter will control.