

AGREEMENT

by & between

***The Mercy Hospital, Inc. d/b/a
Providence Hospital***

and

UAW Local 2322

***United Automobile, Aerospace and Agricultural
Implement Workers of America, AFL-CIO***



**February 29, 2016
to
February 29, 2020**

Dear UAW Local 2322 Member.

Here is your Union Contract, which sets forth your hours, wages, benefits and other working conditions. This contract is *legally binding* and is enforced through the grievance procedure included in this contract.

The benefits in this contract are the result of your hard work and dedication and came after many months of negotiating with your employer. These benefits are yours and your employer does not have the right to take them away. When the employer violates the contract, your rights and the rights of your co-workers are undermined. Don't be shy about standing up for your rights. This is a union and you are not alone.

Keep this contract so that you may refer to it when the need arises. If you lose your copy, we can provide you with another. When you have a problem or question, the union is as close as the phone. Call your union steward or the UAW Local 2322 office.

Finally, I would like to end with an important right you have as a unionized employee. If you are being told to attend a meeting with a supervisor and you have a reasonable belief that discipline or other adverse consequences may result from what you say in the meeting, you have the right to request union representation. This right is guaranteed by the "Weingarten" Supreme Court decision which ensures that you have the right to have a union representative at any investigatory or grievance meeting. Here is what to say:

"If this discussion could in any way lead to my being disciplined in any manner, up to and including my being suspended or terminated, and becoming part of my personnel record, I respectfully request that my union steward or union representative be present to assist and represent me at the meeting. Without representation present, I choose not to participate in this discussion."

I hope that you will become involved in your union. The union is only as strong as the membership, so we ask you to lend us your muscle by taking the time to get involved. You could be a steward, serve on Joint Council or other committee meetings, organize more workers into our union or be involved in many other activities. Come by the union office or give us a call. We want you to get involved.

In solidarity,

Jocelyn Silverlight

Local 2322, President
United Auto Workers

When a question or problem arises, talk to your union steward. (A steward is an elected representative who helps employees with problems in the workplace.) If you do not know your union steward or if you need additional help, call the union office:

UAW Local 2322
4 Open Square Way #406
Holyoke, MA 01040
800-682-0269 or 413-534-7600

*Protect these hard won benefits and rights. Read your contract.
Know your rights. Know your benefits.*

TABLE OF CONTENTS

Article 1: UNION RECOGNITION.....	3
Article 2: UNION SECURITY.....	4
Article 3: DUES DEDUCTION.....	5
Article 4: UNION ACTIVITY, VISITATION & BULLETIN BOARDS.....	7
Article 5: UNION STEWARDS AND COMMITTEE.....	8
Article 6: MANAGEMENT RIGHTS.....	9
Article 7: INTRODUCTORY EVALUATION PERIOD.....	9
Article 8: EMPLOYMENT CATEGORIES.....	10
Article 9: DISCHARGE AND DISCIPLINE.....	13
Article 10: HOURS OF WORK.....	14
Article 11: SHIFT ASSIGNMENTS.....	16
Article 12: SENIORITY.....	20
Article 13: LAY-OFF.....	21
Article 14: PROMOTIONS AND VACANCIES.....	22
Article 15: LEAVES OF ABSENCE.....	22
Article 16: HEALTH INSURANCE.....	26
Article 17: DENTAL INSURANCE.....	26
Article 18: LIFE INSURANCE.....	26
Article 19: RETIREMENT PLAN.....	26
Article 20: LONG TERM DISABILITY INSURANCE.....	27
Article 21: COMBINED TIME OFF.....	27
Article 22: TUITION REIMBURSEMENT.....	31
Article 23: GRIEVANCE PROCEDURE.....	31
Article 24: ARBITRATION.....	32
Article 25: NO STRIKE/NO LOCKOUT.....	33
Article 26: JOB FITNESS EXAMINATIONS.....	33
Article 27: EMPLOYEE ASSISTANCE PROGRAM.....	34
Article 28: TERMINATION AND BENEFITS.....	34
Article 29: NON DISCRIMINATION.....	34
Article 30: WAGES.....	35
Article 31: HEALTH AND SAFETY.....	39
Article 32: SCOPE OF AGREEMENT.....	39
Article 33: DURATION.....	40
APPENDIX A: COMBINED TIME OFF (CTO) POLICY.....	41
APPENDIX B: PRIME TIME VACATION.....	50
APPENDIX C: EXTENDED ILLNESS TIME (EIT) POLICY.....	53
SIDE LETTER OF ATTENDANCE RECORDS.....	54
SIDE LETTER OF AGREEMENT ON TRANSLATION DIFFERENTIAL.....	54
ASL SIDE LETTER.....	55
CONTINUING EDUCATION SIDE LETTER.....	55
HIV INSURANCE SIDE LETTER.....	55
ORIENTATION AND CROSS-TRAINING SIDE LETTER.....	56
GENDER ASSIGNMENTS SIDE LETTER.....	56
MHC AND CNA EDUCATIONAL TASK FORCE SIDE LETTER.....	57

AGREEMENT made and entered into by and between THE MERCY HOSPITAL, INC., d/b/a PROVIDENCE HOSPITAL, Holyoke, Massachusetts (hereinafter referred to as the "Hospital"), and UAW, LOCAL 2322 UNITED AUTOMOBILE, AEROSPACE, AND AGRICULTURAL IMPLEMENT WORKERS, as well as the International Union (United Automobile, Aerospace, and Agricultural Implement Workers) separate and with Local 2322, UAW (hereinafter referred to as the "Union").

WHEREAS, the purpose of this Agreement is to promote harmonious relations between the Hospital and its employees, as defined herein, to secure efficient operations, and to establish standards of wages, hours, and other working conditions for employees within the collective bargaining unit;

WHEREAS, the service of the Hospital and its employees is the care of its patients and the Hospital is held solely accountable by State regulatory authorities for a high standard of care and safety for such patients; and

WHEREAS, the Hospital, the employees and the Union agree that their primary obligation is to serve the needs of such patients with a high standard of care, without interruption and to avoid discord:

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereunto agree as follows:

**ARTICLE 1:
UNION RECOGNITION**

1.1 In accordance with the certification of the National Labor Relations Board, the Hospital recognizes the United Auto Workers, Local 2322, a/w United Automobile, Aerospace & Agricultural Implement Workers of America, as well as the International Union (United Automobile, Aerospace, and Agricultural Implement Workers) separate and with Local 2322, UAW as the sole and exclusive bargaining representative for all full-time and regular part-time Clinicians I and II employed only in the Methadone Maintenance Treatment Program (MMTP), all full-time and regular part-time mental health counselors and attendants employed by the Hospital for in-patient and out-patient behavioral health care services at its western Massachusetts facilities, but excluding Office Clerical Employees, Behavioral Care Systems' staff Casual or "per diem" Employees except as

otherwise provided in Section 1.3, Confidential Employees, Guards and Supervisors as defined in the Act and all other employees.

1.2 The terms "employee" and "employees" as used in this Agreement refer to only such persons who are within the bargaining unit, as defined above, except as may be specifically mentioned, and who are regularly and normally scheduled to work 16 or more hours per week.

1.3 As amended in March 2012, per diem employees who have worked in a bargaining unit capacity an average of 16 hours or more per week during any prior calendar half year shall in the succeeding half year be deemed regular full-time or part-time employees within Section 1.1 and 1.2., as well as for purposes of benefits eligibility, overtime rotation and floating order. Such employees' first day of regular employment shall be the first day of the "succeeding half year."

Where a regular part-time or per diem employee works in a bargaining unit capacity an average of less than 16 hours or more per week during any prior calendar quarter for reasons unrelated to layoff, paid time off or leave of absence, the individual shall in the succeeding quarter be deemed a "per diem" employee excluded from the bargaining unit. Such employee's first day outside the unit shall be the first day of the "succeeding quarter." The Employer shall notify the Union of all such transfers into or out of the unit.

1.4 **Union Meetings** - Subject to prior notice and availability of space, the Hospital premises may be provided for the conduct of union meetings, elections, and ratifications.

ARTICLE 2: UNION SECURITY

2.1 Present employees who are members of the Union on the date of execution of this Agreement, and all other employees who have completed thirty (30) days of employment within the bargaining unit shall pay the lawfully assessed Union dues as a condition of employment. In the event that any employee fails to comply with this Article, the Union may notify the Hospital in writing by registered mail of such lack of compliance and may accompany such notice with a request that the employee be terminated. A copy of any such notice will be sent by the Union to the employee by registered mail. Within seven (7) days of the receipt by the Hospital of a request for termination of an employee for failure to pay dues of membership, the employee will be terminated provided that the Hospital has not been notified that such termination is not permitted by law, and

provided further that the employee will in all cases be given a reasonable period of time, of at least seven (7) days from actual notice of dues delinquency, within which to pay such dues. The Hospital may rely upon the statements and information received from the Union and shall not be required to investigate the accuracy of such statements or information. The Union agrees to hold the Hospital harmless and indemnify the Hospital against any liability to any employee terminated under this Article together with costs and legal fees reasonably incurred by the Hospital in connection with litigation pertinent to such termination, including arbitration.

ARTICLE 3: DUES DEDUCTION

3.1 The Hospital agrees that it will deduct per pay period the regular dues and an initiation fee from the wages of those employees covered by this Agreement who voluntarily authorize the Hospital to make such deductions on a proper authorization card supplied by the Union. The dues so deducted will be remitted monthly to the designated Union official together with the names and wages of the employees from whose wages such deductions have been made. The Hospital shall not make deductions and shall not be responsible for remittance to the Union of the dues for any pay period during which the employee has no earnings or where otherwise unlawful. The amount of the dues shall be certified to the Hospital in writing by the Union. Notice of changes or increases to the initiation fee or dues shall be provided to the Employer at least 90 days prior to the effective change. Changes shall be the first day of the first full pay period following the effective date.

3.2 The Hospital assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold Providence Hospital harmless from any claims, actions or proceedings by an employee arising from deductions made by the Hospital hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

3.3 During new hire orientation, the Employer will notify each new bargaining unit employee that the Hospital has a labor agreement with a union security clause requiring each employee to begin paying union dues or fees after thirty days of employment. The Employer will also provide each new hire with a Union orientation packet containing a dues

deduction authorization and informing him or her of the right (but not the obligation) to authorize payroll deductions for union dues or fees, if they so choose. Copies of this orientation packet will be provided by the Union for distribution by the Employer.¹ The Employer will not ask new hires to sign a union membership card or a dues deduction authorization nor will it collect signed cards for the Union. However, the Employer will provide new hires with the name, address and phone number of the designated union contact for further information. The Union retains the responsibility for collecting dues deduction authorizations and submitting them to the payroll department pursuant to Article 3.1.

3.4 The Hospital shall provide the Union with a quarterly list of the names, employee identification numbers, addresses, phone numbers, dates of hire, job title, pay rates, standard weekly hours, LOA status if applicable, and unit worked of all bargaining unit employees.

3.5 When the Hospital hires a new bargaining unit employee it will provide the Chief Steward or designee with the individual's name, position, hours, and start date. The Chief Steward or designee may meet with new hires for up to twenty (20) minutes at the employee's Clinical Orientation held monthly for the purpose of orienting the employees to the Union and discussing dues deductions. The Chief Steward or designee shall not be paid for conducting such orientation. However, the orientees shall be paid.

3.6 Upon receipt of a duly authorized and executed payroll deduction authorization form, the Hospital agrees to deduct per pay period voluntary designated charitable contributions for the Union Community Fund so long as the Fund maintains its status as a publicly supported 501(c)(3) corporation. Such deductions shall commence in the full pay period in the month following receipt of such authorization. The Employer shall not be obligated to make such deductions upon (a) receipt of a written revocation signed by the employee; (b) when the employee is on an unpaid leave of absence; or (c) the employee has terminated employment or left the bargaining unit. The Hospital agrees to remit such deductions no later than the end of the next calendar month to the authorized agent for such purposes designated by the Union.

3.7 Upon receipt of a duly authorized and executed voluntary payroll deduction authorization form, the Hospital agrees to deduct per pay

¹ **Foregoing subject to approval of the contents of the packet.**

period voluntary designated political action committee contributions to the UAW V-Cap Fund, so long as the Fund maintains its status as a lawful political action committee. The Employer shall not be obligated to make such deductions upon (a) receipt of a written revocation signed by the employee; (b) when the employee is on an unpaid leave of absence; or (c) the employee has terminated employment or left the bargaining unit. The Hospital agrees to remit such deductions no later than the end of the next calendar month to UAW V-Cap, in care of Bank One Dept. 78232, Article 23, Voluntary Exchange, P.O. Box 78000, Detroit, MI 48278-0232. A list of all employees and the corresponding deductions shall be forwarded along with the deductions.

**ARTICLE 4:
UNION ACTIVITY, VISITATION & BULLETIN BOARDS**

4.1 No employee shall interfere with the work of other employees. No employee shall engage in any Union activity, including solicitation or the distribution of literature which could interfere with the performance of work during his/her working time or in working areas of the Hospital.

4.2 An authorized representative of the Union shall after first notifying the Administrator or designee, have admission to the Hospital for the purpose of providing services to Bargaining Unit employees only. Such visitation rights shall not interfere with normal Hospital operations or patient care. The representative of the Union shall proceed directly to the area of the Hospital which has been designated by the Hospital for each visitation and shall abide by all visitor rules including badges or other identification rules. Arrangements for such visitations shall be made when possible during the Administration's normal hours of operation and require reasonable advance notification unless impractical. The representative of the Union shall not engage in activities at other areas of the Hospital. The visits shall be scheduled so that any discussions between a representative of the Union and employees shall take place in non-patient areas and during the employees' non-work time except as provided by the contract.

4.3 The Union shall have the privilege of posting notices of meetings, Union business, elections of officers, or notice of Union recreation or social business, on a bulletin board provided by the Hospital for that purpose. Notices shall only be posted by Union delegates with the approval of the Administrator or his/her designee. Such approval will not be unreasonably withheld. The bulletin board shall be placed at a

convenient and readily accessible place. No derogatory or inflammatory matter shall be posted. The Union shall have the right to distribute bulletin board notices to the employee mail boxes.

4.4 The Hospital will endeavor to adjust the work schedules of up to three (3) employees elected as Union delegates to permit their attendance at Joint Council or Local Union meetings, after proper notice of one (1) week prior to the departmental posting of work schedules, providing Hospital operations shall not be impaired.

4.5 Release time under Section 4.4 will be granted unpaid and will not be considered as an absence or leave without pay for the purposes of other articles of this Agreement or Hospital personnel policies.

4.6 These provisions apply to and will not preclude the orderly handling of grievances under this Agreement provided this activity does not in any way interfere with operations of the Hospital.

ARTICLE 5: UNION STEWARDS AND COMMITTEE

5.1 Due to the nature of this work (being a 24 hour/ 7 day a week institution), the shop stewards will not be limited in number. However, the Union will notify the Administration who the Stewards are and will let the Administration know of any changes.

5.2 A union committee consisting of up to one (1) steward per unit, Chief Stewards and the Union Representative shall meet every other month with representatives of the Hospital (including the Vice President of Patient Care Services) for the purpose of meaningful discussion and feedback concerning policies, clinical practice issues, staffing, orientation, patient safety, and other matters of mutual concern. The parties shall meet at times mutually agreeable to each. The Union may request special meetings within three business days to address acute problems arising between scheduled meetings.

5.3 The Hospital will designate one person at the director level or higher to function as the contact person when dealing with the Union business representative (and Chief Steward). Upon request by the Union for a meeting on specific issues, the Director or designee will arrange for a meeting, conference call or other communication to address the matter.

The obligation shall be reciprocal. Each party shall respect the other's schedule.

**ARTICLE 6:
MANAGEMENT RIGHTS**

6.1 The Union and the Hospital agree that the provisions of this Agreement shall be expressly limited to hours, wages, and working conditions of the employees, and no provisions shall be construed to restrain the Hospital from the management of its business. The Hospital retains the sole right to manage its business, including, but not limited to: the right to determine the size and composition of the work force, to determine medical and nursing care standards, to decide the number and location of its facilities, the quantity and type of equipment to be used in the facilities, the speed of such equipment, the staffing requirements for such equipment or for any program, to determine, staffing patterns, staffing levels, the method of performing work, to determine and change the schedules of work breaks; to introduce improved methods, equipment, facilities, or products which may be used by employees; to fix standards of quality and quantity for work to be done, to determine whether any part or the whole of its operations shall continue to operate as the needs of the Hospital dictate; to establish, to change or abolish any program or service; to maintain order and efficiency in its facilities and operations; to promulgate and to enforce written rules and regulations; to determine the duties of employees; to determine the qualifications of employees; to hire, to layoff, to assign, to transfer, to promote employees, to establish and require overtime and the number of hours to be worked within negotiated provisions of this Agreement, and all other rights and prerogatives provided that the exercise of such rights not violate any provision of this Agreement.

**ARTICLE 7:
INTRODUCTORY EVALUATION PERIOD**

7.1 Each new full-time employee shall have an introductory evaluation period of ninety (90) calendar days, beginning with the date of employment, during which time he/she may be discharged, disciplined or transferred in the sole discretion of the Hospital without recourse to Article XXIV of this Agreement.

7.2 Each new part-time employee shall have an introductory evaluation period of one hundred and twenty (120) calendar days, beginning with the date of employment, during which time he/she may be discharged, disciplined or transferred in the sole discretion of the Hospital without recourse to Article XXIV of this Agreement.

ARTICLE 8: EMPLOYMENT CATEGORIES

8.1 Full-time employees are those hired to work a full schedule, thirty (30) hours a week or more, on a regular basis.

8.2 Part-time employees are those hired to work less than thirty (30) hours but sixteen (16) or more hours a week on a regular basis.

8.3 Temporary employees are those hired only for specific assignments and will be terminated when the assignment is complete. Continuous employment as a temporary employee shall not exceed five (5) months unless he/she is covering for regular employee leaves of absence.

8.4 Non-bargaining unit per-diem or casual employees work on a limited basis as fill-in or relief personnel to cover vacations, leaves of absence, sick days and other scheduled and unscheduled absences, as well as to provide additional staff during periods of increased census.

8.5 In order to improve communication and streamline the scheduling of coverage for both anticipated and unanticipated absences, the Employer shall maintain a single availability list by which staff can sign up for shift availability in advance. Staff will sign the shift availability list for the specific shifts they are available to work. Signing the shift availability list does not assure that the shift is assigned to the person. (A copy of a page from the availability list is appended as Exhibit 1 to this Agreement.) The availability list shall be permanently maintained in the front of the staffing office accessible to all employees. No employee shall be permitted to remove the availability list from the staffing office. The availability list shall be accessible to the Chief Steward.

8.6 Employees are encouraged to record their availability as soon as possible. Those who wish to volunteer may specify their availability by date, shift and unit. Employees may also record their universal availability for certain days, shifts and/or units. Each employee has the responsibility to sign up for available time up until the Monday prior to

the next week's schedule. Placement of one's name on the availability list, however, does not override the overtime avoidance or seniority preference rules outlined below.

8.7 Effective with this Agreement, the Employer shall discontinue use of the so-called "needs list." The monthly schedule for each unit will be posted on the unit showing any vacant shifts. These vacant shifts are the "needs." A complete copy of the monthly schedule (including all units) will be maintained in the front of the staffing office accessible to all staff. Staff interested in available shifts on other units may consult the complete schedule in the staffing office.

8.8 The primary objective of scheduling is to avoid overtime where possible. During the building of the schedule, the following sequence shall be used to fill vacant shifts:

- a.** Part-time unit regular employees by greatest seniority on a weekly rotating basis when working such shifts is not expected to entail overtime;
- b.** Part-time off unit regular employees by greatest seniority on a weekly rotating basis, when working such shifts is not expected to entail overtime;
- c.** Bargaining unit per diem employees, by greatest seniority on a weekly rotating basis, when working such shifts is not expected to entail overtime and
- d.** Non-unit per-diem employees, without regard to seniority, when working such shifts is not expected to entail overtime.

For purposes of this section only, a part-time regular employee is any employee who regularly works fewer than forty (40) hours and whose taking on an extra shift would not be expected to entail overtime.

Overtime hours are generally not pre-booked prior to two (2) weeks before a vacancy occurs. If vacant positions are unable to be filled with non overtime staff, once the above steps have been taken, overtime will be offered to staff who have signed the availability list starting on the Monday prior to the applicable week, if practicable. The scheduler will make an effort to award the shifts between the Monday and Wednesday prior to the week of the shifts.

The most senior person from the unit who has signed up for the shift on the availability list will be called first. If he/she is not available, then the next most senior person from the unit will be called and so on until all of the people from the unit who have signed up for the shift on the availability list have been called. If no unit employee from the list is available, the scheduler will then call from the availability list the most senior non-unit employee who is oriented to the unit.

Where an employee signs up for more than one shift within the applicable week and there is a choice, the scheduler will reasonably attempt to effectuate the preferences of the more senior employees on the availability list (subject to unit priority) where practicable. Seniority preference shall not obligate the scheduler to abandon the availability list as a means for filling the shift nor shall she be required to make repeated or duplicative phone calls. If an employee signs the availability list but refuses three times in succession to accept a shift for which he/she has signed up, that employee will be ineligible for overtime shifts, except as a last resort, for the entire schedule following the third refusal.

If vacant positions are unable to be filled with staff who have signed the availability list, the scheduler will fill any remaining vacancies without regard to seniority.

Seniority shall be rotated on a weekly basis meaning that when a new week begins the scheduler will return to the top of the seniority list (first by unit and then to non-unit employees who have been oriented to the unit).

The scheduler will phone the employee who is awarded the shift for confirmation. Once the shift is awarded and confirmed, it belongs to the employee. If the employee is unable to fulfill this obligation, he/she is required to find his/her own replacement, equal to the time value for which they were hired. (i.e. straight time for straight time). Cases of hardship will be considered on an individual basis.

8.9 In the case of unanticipated absences (those arising after the two weeks required for requesting “anticipated absences,” but not a “callout”), the Hospital will make reasonable efforts to provide extra straight time pay opportunities to part time and regular (bargaining unit) per-diem employees who have signed up on the availability list before calling unscheduled, non-bargaining unit per diems or casual employees. In any case where such efforts are not made, the employee affected will

be provided equivalent extra work opportunities on a preferential basis or other responses may be pursued, as mutually agreed by the Hospital and the Union.

ARTICLE 9: DISCHARGE AND DISCIPLINE

9.1 The Hospital shall have the right to discharge for just cause, and suspend or discipline any employee for cause.

9.2 The Hospital will notify the Union and Chief Steward(s) in writing of any discharge or suspension immediately or as soon as practicable. In the case of verbal or written warnings, the Hospital will provide the Union and the Chief Steward(s) with a copy as soon as practicable. If the Union desires to contest the discharge or suspension it shall give written notice thereof to the Vice President of Patient Care Services or his/her designee within fourteen (14) calendar days from the date of the discharge or suspension, which notice shall initiate Step 3 of the grievance procedure.

9.3 No arbitrator or reviewer shall consider the failure of the patient to appear as prejudicial. In any case where DPH, DMH, OCCS, DSS or other regulatory or law enforcement agency makes or validates a finding of patient abuse, discipline or discharge based on such finding may not be contested through the grievance and arbitration procedure without Hospital approval, except as to the appropriateness of the level of discipline.

9.4 The term "patient" for the purpose of this Agreement, shall include those seeking admission and those seeking care for treatment in clinics or emergency rooms, as well as those already admitted.

9.5 All bargaining unit employees and management employees are entitled to be treated with dignity and mutual respect at all times. Should disciplinary or corrective instructional communication be necessary, it will be conducted in a private setting, and the Hospital shall inform an employee about to be formally disciplined as to the right of union representation as to any interrogation, it being understood that an alleged violation of the provisions of this section, standing alone, shall not be subject to arbitration.

ARTICLE 10: HOURS OF WORK

10.1 The regular shift hours shall be eight (8) hours, ten (10) hours or twelve (12) hours. Pay period begins 11:00 p.m. Saturday. There shall be a one-half (1/2) hour unpaid meal period included in the first and second shift. The regular eight (8) hour shifts shall be: 7:00 am. to 3:30 p.m.; 3:00 p.m. to 11:30 p.m. and 11:15 p.m. to 7:15 a.m. The regular twelve (12) hour shifts shall be 7:00 a.m. to 7:30 p.m. and 7:00 p.m. to 7:30 a.m. and 11:00 a.m. to 11:30 p.m. MMTP Clinicians Productivity will be 27.0 hours a week.

10.2 All work performed in excess of forty (40) hours in a week or in excess of an assigned shift (whether eight (8) or twelve (12) hours) shall be paid for at one and one-half (1 1/2) times the employee's regular rate. There shall be no pyramiding of regular rate; overtime rate, differentials or other payments. For example, hours that are in excess of the employee's regular shift and are also in excess of forty hours for the week are paid on one basis alone, not doubled because of the dual eligibility. A similar situation would occur on a weekend holiday for example.

10.3 The Hospital reserves the right to require reasonable overtime. Overtime shall be implemented consistent with the parties' "Memorandum of Understanding" appended to this Agreement. Before mandating overtime the Hospital will first seek volunteers to work the shift. When necessary to avoid mandatory overtime, the Hospital will waive the twenty-four hour per week overtime cap set forth in Article 11.11. The Hospital reserves the right to disallow overtime in excess of thirty-two hours per week where the supervisor reasonably believes in a particular case that such additional overtime presents a safety risk for the staff member or patients. When overtime is mandated it shall be imposed by inverse seniority including all union and non-union MHCs based upon date of hire. When a night shift employee is mandated to work beyond his or her night shift, he or she shall be paid the night shift differential for all such hours worked into the day shift. When the night shift employee is mandated to continue working into the day shift, he or she shall be responsible for noting the night shift differential for all such day shift hours on his or her weekly time sheet. If an employee is mandated to work a double shift of at least sixteen (16) hours, the Hospital shall not require the employee to work another shift within the sixteen (16) hours immediately following the double shift. If an

employee volunteers to work a double shift, he/she will not be guaranteed a minimum of 16 hours rest between shifts.

10.4 Employees Mandated to Work Beyond Their Scheduled Shift

Employees who are mandated to work past their scheduled shift shall be guaranteed at least two hours of work or pay at the employer's option. If the entire shift needs to be filled, the employee mandated to stay may choose to work the entire shift. This choice must be made at the beginning of the mandated shift by notifying the shift supervisor and documenting the choice on the time adjustment form. No guarantee shall be paid to any employee who remains past their scheduled shift to complete their own assignment.

10.5 Scheduled Employees Requested to Work Additional Shift Hours on a Holiday - Effective the first full pay period after March 1, 2007, any employee who is at work on a premium holiday and is requested to remain past his or her scheduled shift on that holiday shall be paid at double their regular hourly rate of pay for any additional hour worked.

10.6 Weekends - The Hospital will endeavor to provide that employees will be given every other weekend off, except when the employee has an agreement to work weekends.

10.7 Clinicians I and II in MMTP - There is no anticipated need to change the existing hours of operation. The hours of operation in the MMTP shall be consistent with the needs of the clients as determined by the Employer. In the event of a change, the Employer shall provide the Union with notice and the opportunity to bargain the impact.

10.8 Attendance Policy - When an employee has accrued a sufficient number of occurrences of absences/lateness/or early departures consistent with the published Attendance policy for the Sisters of Providence Health System, the Hospital has the right to initiate the Corrective Action policy. The occurrences are determined based on a rolling 12 month calendar (defined as the first date of the identified occurrence looking back within the previous 12 months).

Where an employee has already received corrective action within the previous 12 months, the Hospital may continue the progressive discipline process (meaning escalating the level of corrective action to the next level) provided the employee has a total of occurrences within the 12

months which would warrant at least a documented verbal corrective action. This agreement does not modify any other provision of the Corrective Action or Attendance Policies.

ARTICLE 11: SHIFT ASSIGNMENTS

11.1 Employees are hired for a specific shift (days, evenings, or nights). If there is an opening on another shift employees may request to change shifts, by putting a request in writing to the Vice President of Patient Care Services or designee. If there is more than one qualified internal applicant the request will be filled according to seniority. Shall not apply to MMTP Clinicians.

11.1a Clinicians I and II in MMTP are hired to work at specific locations for specific hours. Where Clinicians I or II desire to change locations or scheduled hours of work, s/he may request the change in writing to the Department Head. The Department head shall make the decision regarding the requested change but shall not do so in an arbitrary manner.

11.2 Effective the first full pay period after July 1, 2008, employees who work the evening shift shall receive a shift differential of two dollars and ten cents (\$2.10) per hour for each hour worked during that shift. Effective the first full pay period after September 1, 2012, employees who works the evening shift shall receive a shift differential of two dollars and twenty cents (\$2.20) per hour for each hour worked during that shift. Effective the first full pay period following March 1, 2017, employees who work the evening shift shall receive a shift differential of two dollars and thirty one cents (\$2.31) per hour for each hour worked during that shift. Shall not apply to MMTP Clinicians.

11.3 Effective the first full pay period after July 1, 2008, employee who works the night shift shall receive a shift differential of two dollars and ninety-five cents (\$2.95) per hour for each hour worked during that shift. Effective the first full pay period after September 1, 2012, employees who works the night shift shall receive a shift differential of three dollars and five cents (\$3.05) per hour for each hour worked during that shift. Effective the first full pay period following March 1, 2017, employees who work the night shift shall receive a shift differential of three dollars and twenty cents (\$3.20) per hour for each hour worked during that shift. Shall not apply to MMTP Clinicians.

11.4 Effective the first full pay period after July 1, 2008, employees who work weekend shifts (commencing Friday night at 11:00 p.m., ending Sunday night at 11:00 p.m.) shall receive a shift differential of two dollar and ten cents (\$2.10) per hour for each hour worked during that shift, in addition to any differential applicable under 11.2 or 11.3. Effective the first full pay period after September 1, 2012, employees who work weekend shifts (commencing Friday night at 11:00 p.m., ending Sunday night at 11:00 p.m.) shall receive a shift differential of two dollar and twenty cents (\$2.20) per hour for each hour worked during that shift, in addition to any differential applicable under 11.2 or 11.3. Effective the first full pay period following March 1, 2017, employees who work weekend shifts (commencing Friday night at 11:00 p.m., ending Sunday night at 11:00 p.m.) shall receive a shift differential of two dollars and thirty one cents (\$2.31) per hour for each hour worked during that shift. Shall not apply to MMTP Clinicians.

11.5 Extra Weekend Shift Differential - Effective the first full pay period after March 1, 2007, a differential for extra weekend shifts of one dollar (\$1.00) per hour will be instituted to compensate employees for working extra weekend shifts beyond their regular weekend work commitment. This additional weekend shift differential will be over and above their regular weekend differential and shall apply to all hours worked on the extra weekend shift.

In order to qualify for the “extra weekend shift differential,” the employee must work both the prior and succeeding weekends. If an employee has a commitment to work every weekend, he or she may qualify for the additional weekend shift differential if they work an extra weekend shift beyond their every weekend commitment. In order to qualify for the extra weekend shifts differential the every weekend employee must work their regular weekend commitment before and after that weekend and their regular weekend shifts on that same weekend.

Employees who do not work their regular weekend commitment forfeit any right to receive the extra weekends shift differential. Shall not apply to MMTP Clinicians.

11.6 Preceptor Differential - Effective September 1, 2007, the Employer will create a preceptor program to select and train employees to act as preceptors for other employees. While the Employer will invite suggestions from bargaining unit employees, it will retain the sole discretion with respect to the design of the preceptor training program.

The Director of Nursing shall also have the sole discretion with respect to the number and selection of candidates for training in the preceptor training program. He or she also shall have the exclusive discretion to determine which candidates will graduate and achieve certification of their preceptor status. Selection, training, and certification of employees in the preceptor program shall begin as soon as practicable after September 1, 2007. After preceptor certification, the differential below shall be implemented. Shall apply to MMTP Clinicians.

A certified preceptor will receive an additional one dollar (\$1.00) per hour for each hour worked on a shift in which they are a designated preceptor. Preceptor differentials only apply to those who are certified and designated and such differentials shall not be transferable to any other person when the preceptor is absent or is otherwise unable to perform his or her preceptor duties.

11.7 Employees may be floated to meet staffing needs as determined by the Hospital, provided that reasonable efforts will be made to find other coverage and employees who are floated will be given reasonable orientation to the assignment. The float will first be offered on a volunteer basis according to seniority and then to per diem staff. If the Hospital cannot cover with volunteers, any required or “involuntary” floating shall be assigned to per diem staff and then to the regular staff according to inverse (non-rotational) seniority. Shall apply to MMTP Clinicians but floating shall only be to another MMTP location.

11.8 All work schedules shall be posted at least two weeks in advance. Employees shall be notified about any significant work schedule changes; such changes may be made in the event of a Hospital emergency. All employee requests for changes in the staffing schedule must be submitted in writing to the nurse manager two (2) weeks in advance of posted time. Requests for even exchanges within posted time must reach the nurse managers by 7:00 a.m. on the Wednesday prior to the week of the change.

11.9 In call-out situations the Hospital will endeavor to provide regular staff on duty with additional work opportunities in preference to per diem staff, where costs to the Hospital are comparable. Shall not apply to MMTP Clinicians.

11.10 Not Needed Time - Employees may be required to take unpaid not needed time from their scheduled hours as determined by the Hospital considering its workload and census. The Hospital will ask first for

volunteers starting with the highest seniority. Per diem employees and employees working extra shifts will be included. The Hospital retains the right to cancel to avoid the paying of overtime except in the case of an employee who previously worked a shift in the week which would make the regularly scheduled shift overtime. If there are no volunteers for the time off, the Hospital will then designate employees for the time off on a rotating basis starting with inverse seniority. No more than five (5) days per year shall be required (except for volunteered time) of an employee. Employees may use CTO leave to cover not needed time. Any hours taken voluntarily or as not needed time without pay shall be considered time worked for purposes of benefit and seniority accrual. Not needed time may be required for any portion of a day or shift, but in a minimum of three hour blocks, with a minimum one hour notice, and with no split shifts. Should an employee report to work at the start of his/her scheduled shift, not having been notified not to report, he/she shall be paid at least two (2) hours at his/her regular rate of pay. Shall not apply to MMTP Clinicians.

11.11 Overtime Hours Worked - Overtime hours are not to exceed 24 hours in one week's schedule (a total of 64 hours worked for the week). Exceptions can be made to this only with the approval of the Director of Nursing or designee, and only in emergency situations. Notice will be given to the Union. Overtime cannot be mandated after 64 hours per week. Shall not apply to MMTP Clinicians.

11.12 An employee is responsible for a shift once he or she volunteers or is assigned the shift in accordance with the terms of this article.

11.13 MMTP Caseloads - Management will continue its current efforts to limit caseloads to 65, provided, however, that a Clinician may request a greater caseload. Management and the Union agree that there may be unexpected fluctuations greater than 65, where unexpected client need arises, or for another legitimate purpose such as covering a co-worker's approved leave of absence. In the event of an increase every effort will be made to spread out the new cases equitably accounting for required credentialing. Where caseloads exceed 65 for an extended period, the situation will be evaluated relative to physical space, hours of operation, and staffing levels.

11.14 Peer Chart Review – MMTP Clinicians in the bargaining unit shall not be responsible for peer chart review.

11.15 Group Calculations – compensation for MMTP Clinicians in group sessions will be determined as follows:

- 2 – 3 persons in group – 1.5 hours of productivity
- 4 – 6 persons in group – 2.0 hours of productivity
- 7 – 9 persons in group - 2.5 hours of productivity
- 10 – 12 persons in group – 3.5 hours of productivity
- 13 – 14 persons in group – 4.0 hours of productivity

11.16 MMTP Intake Productivity Calculation

MMTP Clinicians may receive up to 1.5 hours of productivity credited for a patient intake performed by an MMTP Clinician. The MMTP Clinician must record the actual amount of time utilized in the performance of the intake meeting with the Client, up to but not exceeding 1.5 hours.

**ARTICLE 12:
SENIORITY**

12.1 SPHS seniority shall be defined as an employee's length of employment, from the employee's original start date with the SPHS. SPHS seniority shall apply in the computation and determination of eligibility for all economic benefits where length of service is a factor pursuant to this Agreement. A drawing of lots shall determine seniority among employees with the same start date.

12.2 The parties have agreed on the bargaining unit seniority list for employees as of the effective date of this Agreement; bargaining unit seniority for future unit employees shall begin on date of employment in the bargaining unit. Bargaining unit seniority shall be the controlling factor for job transfers, promotions, reductions in force, vacation selection, and similar matters in accordance with the provisions of this Agreement. MMTP Clinician's bargaining unit seniority will be calculated by the Clinicians' dates of hire.

12.3 When an employee is laid off, his/her seniority shall remain in place for a recall period of not less than his/her length of service nor more than one (1) year.

12.4 A former employee who returns to the bargaining unit within one year shall be restored to his /her former salary level and seniority, for the purposes of bumping and determining eligibility and level of benefits

when length of service is a factor. No seniority or benefits shall be accrued during the interim break of service.

**ARTICLE 13:
LAY-OFF**

13.1 The Hospital shall notify the Union office and the Chief Steward(s) in writing as soon as possible when a reduction in force is to take place. Said notice will be either hand delivered directly or mailed return receipt requested no less than ten (10) calendar days prior to the implementation of the reduction in force/lay-off. This notification shall identify the unit, the shift, the hours and the employee classifications which will be impacted by this action. The ten (10) day notice shall not be required where the reduction in force/layoff is attributable to a strike notice.

13.2 The individual to be laid off will have the right to displace the least senior employee in that individual's job classification. If the individual is the least senior in his/her job classification, that employee may then displace the least senior employee in another job classification for which he/she has the required skills.

13.2(a) MMTP Clinicians and other job titles or classifications will not displace each other regardless of seniority.

13.3 No employee may displace another who has more seniority.

13.4 During an employee's recall period (12.3) the following provisions shall apply. Employees on a recall list shall be notified of new positions, or positions that have become vacant. Employees will be able to decline a recall to jobs or schedules with fewer hours in classifications other than the one from which they were laid off and still remain on the recall list. No new employee will be hired for a position covered by the Agreement until all employees on the recall list qualified for that position have been recalled, decline the opening, or do not respond to a notice of open position. Laid-off employees covered under this clause shall be notified of recall by certified mail, return receipt requested, to their last address on record, and must respond within seven (7) calendar days of such mailing. It is the responsibility of the laid-off employee to notify the Hospital of any change of address. An employee who has been displaced retains full recall rights to his/her former position either while on layoff or while working in another position for the Hospital.

**ARTICLE 14:
PROMOTIONS AND VACANCIES**

14.1 Vacancies in bargaining unit positions which the Hospital intends to fill shall be posted for a period of seven (7) calendar days, with a copy to the Chief Steward(s). The posting period will remain internal until the seven (7) day period has expired.

14.2 Any bargaining unit employee who is qualified and applies for said position shall have preference over any external candidate. If more than one internal, qualified candidate applies, the position shall be offered to the most senior applicant.

**ARTICLE 15:
LEAVES OF ABSENCE**

In addition to unpaid leaves available under this Article, employees may be eligible for other unpaid leaves for good reason. Requests must be in writing, and the Hospital will provide a response within seven (7) calendar days of receipt. Denials of such requests may be grieved and the decision at Step 3 of 22.1 shall be final and binding on the parties.

15.1 FMLA Leave

(a) All regular full-time and regular part-time employees who have been employed at the Hospital for a minimum of twelve (12) months and who have performed at least 1,250 hours of service during the previous twelve (12) months will be eligible to take up to twelve (12) weeks of unpaid family and medical leave during any twelve (12) month period as viewed on a rolling twelve (12) month look-back basis.

(b) In order to receive family and medical leave, an employee must provide the Manager with written notification at least thirty (30) days in advance, when it is foreseeable, and project the duration of the leave. When the leave involves planned medical treatment, the employee is required to reasonably adjust the time of the leave so as to not unduly disrupt the operations of the Hospital.

(c) All eligible employees have the right to apply for up to twelve (12) weeks of leave, without pay or benefits, for the following circumstances:

1. The birth and care for the employee's newborn child. The employee must conclude their leave within twelve (12) months following the birth of the child.
2. The placement of a child for adoption or foster care. The employee must conclude their leave within twelve (12) months following the placement of the child.
3. The care for a primary dependent of any age with a serious health condition. The Manager shall determine whether an individual meets the definition of a "primary dependent." Intermittent leave and reduced leave schedules will be made available for those employees seeking leave to care for a primary dependent with a serious health condition. A reduced leave schedule may either be used to reduce the number of hours per work week or work day.
4. The inability of an employee to perform his or her normal work duties due to a serious health condition. (A serious health condition is an illness, injury, impairment or physical or mental condition where: a) inpatient care is required, b) a person is incapacitated from daily activities for more than three (3) calendar days and is continually treated by a health care provider, or c) the continued treatment by a health care professional for a chronic or long-term health condition or complications of pregnancy is required.) Intermittent leave and reduced-leave schedules will be made available for those employees seeking leave for serious health conditions.

(e) When a married couple are both employed by the Hospital, the couple are entitled to a combined total of twelve (12) weeks leave for the birth or placement of a child, or to care for a sick parent. This limitation does not apply if the leave is for personal illness, or the care of a sick child or spouse.

(f) While on family and medical leave, the Hospital will protect the employment and benefits of the employee. Employees on such leave will continue to accrue seniority and will be restored to the same or equivalent position at the same pay, benefits, and terms and conditions of employment. Except as provided by law (e.g. health insurance benefits), the accrual of all employment benefits will freeze until the employee returns from leave. An employee is not entitled to be restored to any right, benefit or position of employment other than any right, benefit or position the employee was entitled to prior to their leave. (For example, if a layoff

occurs while an employee is on leave and the employee would have lost his/her employment had he/she been working, the employee is not entitled to be restored to his/her job).

(g) Health care coverage under the SPHS-sponsored group health plan will be maintained for the employee on family and medical leave for the duration of the leave. If the employee is paying a portion of his/her health insurance premium, the employee will continue to pay the same proportion during his/her leave. In situations where the employee fails to return to work for reasons other than: (a) the continuation, recurrent, or onset of a serious health condition, or (b) other circumstances beyond the control of the employee, the employee will repay the Hospital for the full cost of premiums paid for his/her health care benefits during the leave.

(h) When an employee's request for leave relates to a serious medical condition concerning the employee, spouse, or parent/child, the Hospital may require proper certification from a health care provider. Such certification may be required when the employee requests the leave, the employee looks to resume working if the leave was for the employee's illness, and when the employee is unable to return to work due to the continuation, recurrence or onset of the serious medical condition.

(i) When an employee initially requests leave for a serious health condition, the Hospital may require the employee to obtain a second opinion, at the Hospital's expense. The Hospital may choose the health care provider for the second opinion. In the event that there is a dispute between the first and second medical certifications, a third certification will be performed which will be deemed binding on both parties. The third health care provider will be jointly approved and designated by the Hospital and the employee.

(j) Subject to approval by the Director of Nursing, leaves for serious medical conditions may be extended on a month to month basis up to a maximum total leave of six months. When such leave is extended the employee shall be reinstated to a comparable position, if available.

(k) Any employee who obtains family and medical leave fraudulently will be terminated from employment.

15.2 Jury Duty. All employees who, serve on jury duty shall be eligible for jury duty pay for up to four weeks in accordance with the terms of the SPHS Jury Duty policy.

15.3 Bereavement. A full-time or scheduled part-time employee who has completed their introductory evaluation period, shall be eligible for three (3) scheduled work days off with pay within five (5) days beginning the day of death in the immediate family. CTO is not utilized for approved bereavement time. The immediate family of an employee shall include only the following: spouse, child, parent, step-parent, foster parent, foster child, brother, step-brother, sister, step-sister, mother/father in-law, sister/brother in-law, grandparents or grandchild.

In case of the death of someone not described above, but who is a resident in the individual's household, the individual may take up to three (3) days of unscheduled combined time off (CTO). This time will not count against any incentive programs for attendance or extra weekend differentials.

15.4 Unless an employee's return to work is imminent, as certified by a physician, the Hospital may hire a replacement for an employee whose absence on medical leave is to exceed three months; provided however that such employee, if able to return to work prior to the expiration of the approved leave, will have the right to replace any temporary employee in his/her position, and will, in any event, be provided any other substantially equivalent work that is available.

15.5 An employee will retain previously accrued seniority and seniority based accrued benefits while out on medical leave. Upon return to work such seniority and benefits will be restored, but do not continue to accrue during the unpaid leave. A leave covered by Workers Compensation shall be regarded as a paid leave for purposes of accrual of seniority. All Workers Compensation leaves will expire after twelve (12) months, and all other medical leaves after six (6) months, including leaves during which an employee has been afforded alternate duty under Article 26.2; provided, however, that exceptions will be made to those leave expiration rules in cases involving medical complications from pregnancy, cases where the employee presents reasonable medical evidence of imminently being able to return to full duty, and cases where statutory requirements control, such as military leaves or disability laws. In addition, employees on Workers Compensation leaves shall continue, even after leave expiration, to have preferential re-employment rights as prescribed by law.

**ARTICLE 16:
HEALTH INSURANCE**

16.1 All employees shall be eligible to participate in the SPHS Sponsored Health Plan in accordance with its terms. Employees will be provided with copies of plan descriptions for the plans identified in Articles XVI, XVII, XVIII and XIX. In addition, employees may contact the Human Resources Department for further information.

**ARTICLE 17:
DENTAL INSURANCE**

17.1 All employees shall be eligible to participate in the SPHS Dental Care Plans in accordance with their terms.

**ARTICLE 18:
LIFE INSURANCE**

18.1 All employees shall be eligible to participate in the SPHS Group Life and AD&D Plan in accordance with its terms.

**ARTICLE 19:
RETIREMENT PLAN**

19.1 All employees shall be eligible to participate in the Trinity Health 403(b) Retirement Savings Plan in accordance with its terms.

Core Contribution

Eligible full-time employees receive the greater of 3% of Retirement Program Pay or the Minimum Core Contribution. The Minimum Core Contribution will be pro-rated for part-time and per diem employees who meet the program requirements. Core contributions under the plan are triggered on or after 1,000* hours of service in the calendar year. The first deposit is based on the employee's pay up until that date and subsequent deposits are made following each pay period.

**Hours requirements do not apply to those employees who were actively participating in the Sisters of Providence Health System 403(b) program as of September 15, 2012.*

**ARTICLE 20:
LONG TERM DISABILITY INSURANCE**

20.1 In the event the Employer establishes a new Long Term Disability (LTD) insurance program for non-bargaining unit employees that is less expensive than the current LTD benefit, it shall be made available to bargaining unit employees on the same terms.

**ARTICLE 21:
COMBINED TIME OFF**

21.1 The Hospital agrees that employees covered by this Agreement shall be provided paid time off according to the terms of the Combined Time Off Policy applicable to other Hospital employees, as it may be amended from time to time. Shall apply to MMTP Clinicians because the positions are exempt, the policies and practices regarding CTO for these exempt employees shall continue.

21.2 A copy of the Combined Time Off Policy is attached hereto as Appendix B, and copies of any changes shall be distributed to the Union and to each employee in the bargaining unit. Shall apply to MMTP Clinicians because the positions are exempt, the policies and practices regarding CTO for these exempt employees shall continue.

21.3 For purposes of holiday scheduling, the "year" shall begin on January 2nd so that Christmas Day and New Years Day are in the same holiday year. Each year, employees shall be assigned to holiday schedules on a two track basis with a schedule of "A" holidays in which approximately half of the bargaining unit will be scheduled off and a schedule of "B" holidays in which the remainder of staff will be off. The following is a list of "A" and "B" holidays:

"A" Holidays Off

Good Friday
Independence Day
Columbus Day
(or) Martin Luther King, Jr. Day
Christmas Day

"B" Holidays Off

President's Day
Memorial Day
Labor Day
Thanksgiving Day
New Years Day

Effective with the 2002-2004 contract the A and B lists were changed and the definition of the holiday "year" had been changed. However, the intent continues to be that a person who was "off" on Christmas Day,

generally, would be scheduled to work on New Year's Day and vice versa.

On “A” holidays employees on the “B” schedule will work. On “B” holidays the employees who are on the “A” schedule will work.

Scheduling Options for Staff in Holiday Weeks

a) ***Employee’s Regular Work Day Falls on the Holiday.*** When the Hospital needs to schedule on a holiday and the employee regularly works on such day, the Hospital will give the employee the chance to work that holiday before assigning the day to another employee. However, this shall not relieve such employee of her or his A or B Holiday commitment. Furthermore, where such employee (i.e. who regularly works on the day in which the holiday is scheduled) wants to work the holiday, he or she must inform the staffing office in writing at least ninety (90) calendar days before the holiday. If such employee does not timely notify the staffing office of their desire to work the holiday, the staffing office will schedule such holiday per the A/B Schedule.

b) ***Employee’s Regular Day Off on the Holiday.*** When employee is not regularly scheduled to work on the Holiday, the Hospital shall schedule the employee to work her or his normal status hours (rather than designate a CTO day) during the remainder of the pay period, if the Hospital needs staff to cover all such status hours.

c) ***Employees Scheduled to Work Holiday That Is Not Regularly Scheduled Workday.*** When an employee is scheduled to work on a holiday that is not her/his regular work day, she/he will be scheduled her/his status hours for the week, including the holiday. However, if the Employee signs the availability list, she or he will be scheduled to work an additional day before any other employee is scheduled to work overtime on that day.

An employee does not have to use CTO to cover absence on a scheduled holiday if she/he otherwise work their normal number of “status” or “contract” hours within such pay period. [Example: Employee works an additional day (e.g. Saturday) at end of holiday week in which he has been scheduled off on the holiday. Since the employee will work a full 40-hour week even though absent on the holiday, she does not have to apply CTO.]

In order to provide for a fair distribution of holidays the schedule will alternate from year to year as follows.

21.4 Each year on January 2, those employees who were on the “A” schedule during the prior year shall switch to the “B” schedule. Simultaneously, those who were scheduled to be off on the “B” holidays during the prior year will be switched to the “A” schedule. On January 2nd, the Employer will post a list by unit of all employees and the designation of A/B Schedule changes for the upcoming year. The schedule will list the names of employees and whether they have A or B holidays off the upcoming year. Thus, the list that is posted on January 2nd will reflect that the employees that were off on "A" Holidays the prior year, will be listed as off on "B" Holidays for the upcoming year, and vice versa.

21.5 For time off purposes, the holiday is a twenty-four hour period beginning with the night shift (11:00 p.m.) on the eve of the holiday and ending with the evening shift on the holiday (10:59 p.m.).

21.6 Effective with this Agreement, a list of all employees and their “A” or “B” schedule designation for the remainder of the calendar year shall be posted. All new employees will be informed of the holiday schedule, whether they are an A or a B, when they attend their unit orientation. Any employee that fills an open position is assigned to the same schedule (either an A or a B) as was held by the previous person in that position.

21.7 If an employee scheduled to work a holiday desires to take the holiday off (*e.g.* is scheduled for prime time vacation for that week) he or she must find their own coverage that is approved by the Nurse Manager. Such request shall not be unreasonably denied. The holiday schedule takes precedence over the selection of prime time CTO.

21.8 **Holiday Premium Pay Period** - When an employee works on a holiday he/she shall be paid one and a half times their regular pay rate for all hours worked on the holiday. For premium pay purposes, the Holiday Premium Pay period will be a twenty-four hour pay period beginning with the night shift preceding the holiday and ending with the evening shift on the holiday, with the exception of Christmas and New Years Day, which shall be a thirty-two hour period beginning at three (3:00) p.m. of the evening shift preceding the holiday and ending at eleven (11:00) p.m., on the holiday. There shall be no pyramiding of overtime and premium pay.

21.9 By written agreement signed by both employees presented to the Nurse Manager in advance, employees may agree to switch schedules provided equal coverage is provided for patient care. An employee who wishes to substitute Martin Luther King, Jr. Day for Columbus Day must give at least three weeks' advance notice to the Hospital.

21.10 Regularly scheduled evening shift employees shall not be required to work more than one of the four evening shifts which fall between 3:00 PM on December 24 and ending 11:00 PM on December 25 and 3:00 PM December 31 and 11:00 PM on January 1st.

21.11 Attendance Bonus - In addition to the paid time off provided for under the Incentive Program in the attached CTO policy, Employees who have no unscheduled absences for three continuous months of employment will receive an additional CTO accrual added to their CTO accrual bank. Additional CTO time earned in this manner will be granted to employees on a pro-rated basis according to regularly scheduled hours. A full time (40 hour) employee has the ability to have an additional four (4) hours per quarter added to their CTO bank. Attendance bonus hours will be added to an employee's CTO accrual bank on a quarterly basis. Each quarter the Employer will post a list of those employees who have earned the CTO bonus for their attendance.

21.12 Emergency Personal Days - After one year of continuous employment a full-time employee may seek approval for the emergency use of one CTO day per calendar year due to extraordinary personal circumstances. After ten (10) continuous years of service a full-time employee may seek approval for the emergency use of two CTO days per calendar year due to extraordinary personal circumstances. Regular part-time employees shall be entitled to no more than one emergency CTO day per calendar year due to extraordinary personal circumstances. Emergency personal days shall be drawn from the employee's existing CTO bank and do not represent additional CTO days. Emergency personal days may not be taken in less than full day increments. In order to qualify for such days, the employee must apply to the Director of Nursing in writing where possible and state the emergency or personal circumstances that necessitate the absence and make compliance with the normal procedure impossible. Such requests will not be unreasonably denied. Subject to approval, such absences shall not count as an unexcused absence for disciplinary purposes or for purposes of the incentive programs for attendance.

**ARTICLE 22:
TUITION REIMBURSEMENT**

22.1 Employees shall be eligible to participate in the Hospital Tuition Assistance Program in accordance with its terms. The Program provides 75% of tuition costs, up to \$1,200 annually, for approved courses, subject to Hospital-budgeted funding. Employees may contact the Human Resources Department for further information.

**ARTICLE 23:
GRIEVANCE PROCEDURE**

23.1 A grievance shall be defined as any complaint or dispute involving the interpretation or application of the express provisions of this Agreement, and shall be processed and disposed of in the following manner.

Step 1: Within fourteen (14) calendar days of the facts or events which give rise to the grievance, an employee, or union representative on his/her behalf, having a grievance shall file it in writing to the Nurse Manager or designee with a copy to the Human Resources office. Within five (5) work days of the presentation of the Step 1 grievance, the Nurse Manager or his/her designee shall contact a Union representative for the purpose of scheduling a meeting. The Nurse Manager shall answer in writing within seven (7) calendar days of the meeting. The Manager of Labor Relations and the Union may mutually agree to bypass the Step 1 grievance. For Clinicians in MMTP, grievances at step 1 shall be filed with the Associate Clinical Director or designee.

Step 2: If the grievance is not settled in Step 1, the grievance may, within ten (10) calendar days after the answer in Step 1, be presented to Step 2. When grievances are presented in Step 2, they shall be reduced to writing, signed by the grievant and Union representative, and delivered to the Director of Nursing. Within five (5) work days of the presentation of the Step 2 grievance, the Director or his/her designee shall contact a Union representative for the purpose of scheduling a meeting. The Director shall answer in writing within seven (7) calendar days of the meeting. If the parties do not agree to extend the time limits and the employer fails to answer within seven (7) calendar days of the meeting, the grievance shall automatically move to Step 3. For Clinicians in MMTP, grievances at step 2 shall be filed with the Director of Clinical Services.

Step 3: If the grievance is not settled in Step 2, the grievance may, within ten (10) calendar days after the answer in Step 2, be presented to Step 3, by delivering the grievance to the Vice President of Patient Care Services or his/her designee. Within five (5) work days of the presentation of the Step 3 grievance, the Vice President of Patient Care Services or his/her designee shall contact a Union representative for the purpose of scheduling a meeting. The Vice President shall answer in writing within fifteen (15) calendar days of the meeting. If the parties do not agree to extend the time limits and the employer fails to answer within fifteen (15) calendar days of meeting, the Union may immediately thereafter file a demand for arbitration. For Clinicians in MMTP, grievances at step 3 shall be filed with the Vice President of Patient Care Services.

If the Employer fails to comply with any of the above time limits pertaining to answering a grievance or meeting on the grievance, the Union has the right to move to the next step in the grievance and arbitration procedure up to and including arbitration.

23.2 Grievances which arise out of the same subject matter will be consolidated for presentation. Grievances based on decisions made by higher authority may bypass Step 1 provided notice of such bypass is given to the Nurse Manager or designee.

23.3 Time limits may be extended by mutual written consent of the Union and the Hospital. Otherwise, time limits are to be considered of the essence to this Agreement.

ARTICLE 24: ARBITRATION

24.1 Except as otherwise provided herein, a grievance which has not been resolved under Article XXIII may, within thirty (30) calendar days after completion of Step 3 of the grievance procedure, be referred for arbitration by the Union to an arbitrator selected in accordance with the procedures of the American Arbitration Association. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association.

24.2 The fees and expenses of the arbitrator shall be shared equally between the parties. Each party shall otherwise bear their own costs.

24.3 The award of an arbitrator hereunder shall be final and binding upon the Hospital, the Union and the employee(s).

24.4 The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in this Agreement, and shall have no power to add to, subtract from, or modify in any way the terms of this Agreement.

24.5 By mutual agreement the parties may select an arbitrator without reference to the American Arbitration Association and, if so, the parties will attempt to agree on expedited arbitration procedures.

**ARTICLE 25:
NO STRIKE/NO LOCKOUT**

25.1 The Hospital agrees that so long as this Agreement is in effect, there shall be no lockouts. The Union agrees there shall be no strikes, sit-downs, slowdowns, picketing, stoppages of work, boycotts, mass sick days, or any similar interference with the operation of the Hospital, or the care of its patients. In the event there is a breach of the foregoing provisions, the Hospital or the Union need not resort to the grievance and arbitration provisions of this Agreement, but may pursue any legal remedy.

**ARTICLE 26:
JOB FITNESS EXAMINATIONS**

26.1 The Hospital may reasonably require medical certification or medical examination, whether to support an application for FMLA leave, to assess a disability claim or accommodation issues, or as a back-to-work condition. The Hospital agrees not to unreasonably require a second opinion, or to require the employee to have a medical examination by a Hospital-designated physician, where the employee has presented his/her own physician report and the physician cooperates with the Hospital's reasonable requests for information; provided further, that if the Hospital does so require, the Hospital will bear the costs of any such second (or third) opinion.

26.2 Where a medical examination demonstrates that an employee on Workers Compensation leave can perform his/her duties on a reduced-time or alternate duty basis, and where such assignments can reasonably

be made in the discretion of the Hospital, and where such assignment will be temporary pending the employee's return to regular duty, the Hospital may assign such duty to the employee.

**ARTICLE 27:
EMPLOYEE ASSISTANCE PROGRAM**

27.1 All employees shall be eligible to participate in the Hospital's Employee Assistance Program in accordance with its terms.

**ARTICLE 28:
TERMINATION AND BENEFITS**

28.1 Any non-introductory evaluation employee who gives at least two (2) weeks notice of his/her intention to voluntarily and permanently leave his/her employment with the Hospital shall receive, at separation, those benefits available in accordance with CTO policy.

28.2 An employee terminated involuntarily for serious misconduct (*e.g.* physical assault, stealing, intentional damage to property) shall not be eligible to receive accrued combined time off, except as required by law, and the Hospital may withhold from any compensation due to the employee the value of any damages caused by the misconduct.

**ARTICLE 29:
NON DISCRIMINATION**

29.1 Neither the Hospital nor the Union shall unlawfully discriminate with regard to hiring, promotions, job assignment or other conditions of employment because of race, age, sex, creed, color, disability, national origin, union activity or sexual orientation.

29.2 No dispute regarding alleged discrimination under this Article shall be subject to arbitration under this Agreement unless, as a condition precedent to arbitration, the Union and the employee shall sign and give to the Hospital, on a form prepared or approved by the Hospital, a waiver of any and all rights to appeal the disciplinary action to any other forum, including the Massachusetts Commission Against Discrimination. The waiver shall include a declaration that no other review has been commenced.

**ARTICLE 30:
WAGES**

**30.1 PBHH UAW CONTRACT
EFFECTIVE MARCH 1, 2012
HIRING RATES AND RANGE MAXIMUM RATES**

	<u>Current</u>	3/17	3/18	3/19
<u>MHC HS</u>				
Hiring Step 1 (Until 3 years 11 months)	13.74	13.88	14.02	14.30
2. (4 years – 6 years 11 months)	14.55	14.70	14.85	15.15
3. (7 years – 8 years 11 months)	15.00	15.15	15.30	15.61
4. (9 years – 11 years 11 months)	15.67	15.83	15.99	16.31
5. (12 years and up)	16.00	16.16	16.32	16.65
Range Maximum (45% above Step 1)	19.92	20.13	20.33	20.74

	<u>Current</u>	3/17	3/18	3/19
<u>MHC BS</u>				
Hiring Step 1 (Until 3 years 11 months)	15	15.15	15.30	15.61
2. (4 years – 6 years 11 months)	15.82	15.98	16.14	16.46
3. (7 years – 8 years 11 months)	16.24	16.40	16.57	16.90
4. (9 years – 11 years 11 months)	16.98	17.15	17.32	17.77
5. (12 years and up)	17.32	17.49	17.67	18.02
Range Maximum (45% above Step 1)	21.75	21.97	22.19	22.63

	<u>Current</u>	3/17	3/18	3/19
<u>Clinician I MMTP</u>				
Hiring Step 1 (Until 3 years 11 months)	18.27	18.45	18.64	19.01
2. (4 years – 6 years 11 months)	19.41	19.60	19.80	20.20
3. (7 years – 8 years 11 months)	20.56	20.77	20.97	21.39
4. (9 years – 11 years 11 months)	21.72	21.94	22.16	22.60
5. (12 years and up)	22.86	23.09	23.32	23.79
Range Maximum (45% above Step 1)	26.49	26.76	27.02	27.56

	<u>Current</u>	3/17	3/18	3/19
<u>Clinician II MMTP</u>				
Hiring Step 1 (Until 3 years 11 months)	21.41	21.62	21.84	22.28
2. (4 years – 6 years 11 months)	22.75	22.98	23.21	23.67
3. (7 years – 8 years 11 months)	24.1	24.34	24.58	25.07
4. (9 years – 11 years 11 months)	25.44	25.69	25.95	26.50
5. (12 years and up)	26.79	27.06	27.33	27.88
Range Maximum (45% above Step 1)	31.04	31.35	31.67	32.30

The specific step rates indicated above are to be utilized for initial placement based on relevant experience upon hire or transfer to a bargaining unit position. Future pay rate increases are as outlined below and will be implemented on dates indicated. Wage increases and differential increases will be effective for the first two week pay period beginning after the first day of the month that the increase is effective.

If a scheduled pay rate increase would cause an individual’s base rate to exceed the range maximum, the amount of the increase exceeding the maximum will be paid as a lump sum amount based on annual scheduled hours at the time of the pay adjustment.

For example, if a 40-hour per week MHC (HS) is at an hourly rate of \$20.33 prior to the year 3 (3/2019) pay adjustment, the individuals’ hourly rate will be raised to the new maximum rate of \$20.53 and a one-time lump sum payment would be made for the equivalent balance of the increase ($$.40 - $.20 = $.20 \times 40 \text{ hours} \times 52 \text{ weeks} = \416.00).

In this example, a one-time lump sum payment of \$416.00 will be made at the time the contract increases are first applied.

UAW CONTRACT ECONOMIC CHANGE SUMMARY:

	Hourly Rate Increase	“Core” Contribution	Evening Shift Differential	Night Shift Differential	Week end Differential	Signing Bonus
Ratification July 8, 2016	\$.40	3%	--	--	--	\$200 above 30 hours \$100 under 30 hours
March 2017	\$.40	--	\$2.31	\$3.20	\$2.31	
March 2018	\$.40	--	--	--	--	
March 2019	\$.40	--	--	--	--	

Hourly rate increases will apply uniformly to all employees without regard to an individual’s current hourly rate unless the amount would cause the rate to exceed the range maximum. In that case, the methodology outlined above will apply for the portion of the rate increase that would otherwise bring an individual above the range maximum.

The Trinity Health 403B Retirement Savings Plan “Core” contribution will be made for all eligible staff members based on paid hours and all

other Trinity Health 403B Retirement Savings Plan eligibility requirements including being paid at least one thousand hours in a particular year. A lump sum payment will be made to the individual's Trinity Health 403B Retirement Savings Plan account on or about March 30th of the following year. The "Core" contribution deposited each year will be based on the indicated percentage of total gross earnings for the prior calendar year. For example, on or about March 30, 2017 a lump sum contribution of 3% based on 2016 total earnings will be made to an individual's Trinity Health 403B Retirement Savings Plan. account.

The Trinity Health 403B Retirement Savings Plan "Core" contribution will have a "Vesting" schedule of three years, meaning that an employee must be employed for three (3) full years to have a "vested right" or "ownership" in the "Core" contributions. Eligible employment service prior to the implementation of the contract (prior to March 1, 2012) will apply toward the vesting requirement. An individual who terminates employment with SPSHS for any reason prior to completing three full years of eligible service will forfeit the "Core" contribution.

30.2 Any and all pay increases shall only be implemented at the commencement of the next full pay period after the effective date to avoid using two different pay rates within a single pay period.

30.3 New Hires - New employees shall be hired in at the wage step on the "Wage Schedule" corresponding to their actual years of job-related experience calculated in full years (*i.e.* New Hires will not receive any credit for part of a year's experience).

30.4 Experience Steps - The Union agrees not to file any demands for arbitration regarding the designation of experience levels for the employees listed below. However, the Union reserves the right to discuss with management any blatant and material errors that come to light. Upon request, management agrees to discuss these issues with the Union and both sides will endeavor in good faith to resolve any disagreement. However, it is understood that no demands for arbitration will be filed and the no-strike clause shall remain in effect.

30.5 Adjustments Based Upon Drug and Alcohol Addiction Certification - MHC-HS employees who have a CCDC, CADAC or LADAC certification or an equivalent drug and alcohol counselor certification shall be placed on the MHC-Bachelors scale on a step equivalent to their experience. Thereafter, if any MHC-HS receives such

certification she or he shall be placed on the appropriate step on the MHC-BA scale beginning with the first full pay period after obtaining such certification. It shall be the employee's responsibility to timely report and provide proof of the certification to the Human Resources Department.

**ARTICLE 31:
HEALTH AND SAFETY**

31.1 The Union will designate an employee representative from each of the five units to participate on the Hospital's health and safety committee. Committee members shall be paid for all hours spent in attendance at committee meetings.

**ARTICLE 32:
SCOPE OF AGREEMENT**

32.1 It is acknowledged and agreed that during the course of the negotiations preceding the execution of this Agreement each party had the unlimited right and opportunity to make proposals on matters and issues of interest to the Union, to the employees and to the Hospital pertaining to wages, hours and conditions of employment, and that the understandings and agreements arrived at by the parties during the course of said negotiations are fully set forth in this Agreement, which incorporates Appendix A and the five-item Memorandum.

32.2 The Union, the employees and the Hospital agree that during the term of the Agreement, the parties shall be governed exclusively by and limited to the terms and provisions of this Agreement and that neither the Hospital nor the Union shall be obligated to negotiate with respect to any matter pertaining to wages, hours, or conditions of employment whether or not specifically included in this Agreement or discussed during the negotiations preceding the execution of this Agreement.

32.3 No addition to, alteration, modification, practice or waiver of any term, provision, covenant or condition or restriction in this Agreement shall be valid, binding, or of any force or effect unless made in writing and executed by this Hospital and the Union after the execution of this Agreement.

32.4 Should any Article or provision of this Agreement be found to be unlawful or in violation of law by any State, Federal or Local Agency or court with jurisdiction, those Articles or provisions will become null and

void, but the remainder of this Agreement shall continue in full force and effect.

**ARTICLE 33:
DURATION**

33.1 This Agreement shall be in force and effect from February 29, 2016 through February 29, 2020, and shall continue from year to year thereafter unless notice of termination shall have been given in writing by one party to the other at least ninety (90) calendar days prior to the last day of February 2020 or any subsequent year.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals by their duly authorized representatives as of the day and year first above written.

FOR THE UNION

Brooks Ballenger
Olga Mercado
Traci Ellithorpe
John McGrath
Karen Rosenberg
[signatures on file]

FOR THE HOSPITAL

Leonard Pansa
John W. McGlew
Jessica L Calcidise RN
[signatures on file]

**APPENDIX A:
COMBINED TIME OFF POLICY**

It is the policy of Sisters of Providence Health System (SPHS) to provide paid time off utilizing a system known as Combined Time Off (CTO), CTO is a progressive approach to accumulating and using paid time off. It is a benefit that combines all paid time off benefits into one plan. Instead of separate time for vacation, holiday, personal and sick time, employees receive a pool of paid time-off hours. Employees have the opportunity and responsibility of managing the time available for vacation, holidays, personal days and illness. Employees are able to have greater flexibility in the way that they schedule time off.

Procedure

A. Eligibility. All regularly scheduled employees who are scheduled for sixteen (16) hours or more per week will begin to accrue CTO at the date of hire. Temporary and per diem employees are not eligible to accrue CTO.

B. Computation. CTO accruals are based on hours paid each pay period, up to forty (40) hours per week, years of service, and job classification. CTO is accrued on a weekly basis and accrual begins from the first hour of work on the date of employment or transfer. The outline is provided to help clarify how CTO is computed and accrued on a weekly and yearly basis for a regularly scheduled employee at forty (40) hours. The schedule is pro-rated for employees regularly scheduled for sixteen (16) to thirty-nine (39) hours per week. The schedules for non-exempt employees, exempt and management employees are as follows:

Scheduled Hours 16-40 (pro-rated) (non-exempt)	Weekly Accrual Rate	Hours Per Year	Days Per Year
Basic Annual Allowance:	4.154	216	27
After completion of:			
3 years	4.923	256	32
9 years	5.692	296	37
19 years	6.462	336	42

Scheduled Hours 16-40 (pro-rated) (exempt)	Weekly Accrual Rate	Hours Per Year	Days Per Year
Basic Annual Allowance:	4.923	256	32
After completion of:			
3 years	5.692	296	37
19 years	6.462	336	42

Scheduled Hours 16-40 (pro-rated) (Exempt Management)	Weekly Accrual Rate	Hours Per Year	Days Per Year
Basic Annual Allowance:	5.692	296	37
After completion of:			
19 years	6.462	336	42

C. Incentive Program. Non-exempt employees who have no unscheduled absences during a calendar quarter will have an additional four (4) CTO hours added to their CTO accrual bank. Additional CTO time earned in this manner will be granted to employees on a pro-rated basis according to regularly scheduled hours. Full-time (40 hour) employees have the ability to have an additional sixteen (16) hours per year added to their CTO bank by scheduling time off with the department head/supervisor.

Incentive hours will be added to an employee’s CTO accrual bank on a quarterly basis.

D. Usage of Combined Time

1. General. While staff begin to accrue CTO upon hire, it cannot generally be utilized until completing six (6) months of continuous employment. Following six (6) months of continuous employment, employees can begin to use CTO as long as it has been scheduled in advance with the department head. The only exceptions to this six (6) month requirement are:

(a) When an observed calendar holiday occurs during the first six (6) months of employment, and an individual is not scheduled to work, CTO can be utilized for payment of the holiday.

(b) On an exception basis, with manager's discretion and not to exceed one regularly scheduled work week, requests for use of CTO are permitted during an individual's first six (6) months of employment.

(c) After the completion of the first six (6) months of employment, an individual will not be allowed to incur a "negative" balance in their CTO bank. In certain circumstances, based on Federal and State regulations, an exempt staff member may be eligible to incur a negative CTO balance not to exceed one week.

CTO accrued during an individual's first six (6) months will not be paid out should an individual terminate employment prior to completing six (6) months of continuous employment.

The maximum CTO balance an employee may maintain is equivalent to their yearly CTO cap. Once the CTO cap has been reached, CTO accrual ceases until the employee drops below their CTO cap. Each employee's CTO cap is equal to one year of CTO accrual based on scheduled hours.

The minimum amount of time chargeable to CTO is 15 minute intervals.

E. Scheduled Time Off. To utilize CTO with pay, employees are required to schedule absences such as vacation, personal business, holidays and planned medical services in advance. All requests must be in writing and arranged with the employee's supervisor in advance, and in accordance with the department's policy and/or practice.

F. Advanced Pay. Requests for advance pay for planned absences must be requested in "full" regularly scheduled work week increments, not to exceed two regularly scheduled weeks, and have appropriate supervisor approval. Department managers are responsible for tracking all employees who have received advanced CTO pay by recording it as AP (advanced payment) on the weekly time record, when the employee is actually off. Advance pay will not count towards the calculation of overtime.

G. Observed Holiday

<u>Holidays</u>	<u>Day Observed</u>
New Year's Day	January 1
Presidents' Day	3rd Monday in February
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
(or)	
Martin Luther King Day	3rd Monday in January
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

For departments that operate seven (7) days per week, holidays will be observed on the days that they are officially celebrated. For departments that operate less than seven (7) days per week, when one of the listed holidays falls on a Sunday, the holiday will be observed on the following Monday. When one of the listed holidays falls on a Saturday, the holiday will be observed on the Friday preceding the holiday. CTO will be used and paid to an employee when a regularly scheduled workday falls on an observed holiday, and the employee is scheduled off.

H. Special Conditions Related to Observed Calendar Holidays

1. Unauthorized absence from work on an observed calendar holiday. If an employee is scheduled to work on an observed calendar holiday and fails to report for duty, with or without notice, this absence will be considered unauthorized. Unauthorized absences will not be paid CTO. Corrective Action may also be necessary.

2. Unauthorized absence from work before or after an observed calendar holiday. Absence from work without proper authorization from a supervisor on a scheduled day before or after an observed calendar holiday will result in non-payment of CTO for the holiday. Corrective action may also be necessary. Holiday periods will begin with the day shift and end with the completion of the night shift on the holiday, with the exception of Christmas and New Year's. The holiday periods on these two (2) holidays shall begin at 3:00 p.m. on Christmas Eve and New Year's Eve, and end at 11:00 p.m. on December 25 and January 1. Observed calendar holidays worked will be rotated as equally as possible to afford each employee a fair share of the holidays off.

I. Illness and Other Unscheduled Time Off. The CTO program provides a great deal of flexibility that allows employees to exercise greater control of their time off. Employees are urged to retain some CTO in the event that an illness, injury or emergency should occur that requires them to miss work.

Employees may use any amount of their accumulated CTO for paid days off because of personal illness, accident or emergency. To use CTO for these reasons, an employee must notify their supervisor before the start of their scheduled shift in accordance with departmental policy and/or practice. Each day an employee is unable to report to work, the employee must notify their supervisor unless the illness is extended, the employee is on an extended medical leave of absence, or the employee requires hospitalization. In these cases, the employee must notify the department head or supervisor of the anticipated period of absence and must provide documentation regarding the medical necessity for the absence and a medical clearance to return to work. The documentation is to be presented to Employee Health and the individual's supervisor.

For an employee absence due to illness of greater than one week refer to Extended Illness Time (EIT) policy.

If an individual receives a work related injury and is being paid by Worker's Compensation for more than one week they may utilize a limited amount of CTO to supplement their Worker's Compensation pay. Individuals should consult with Human Resources to determine their eligibility for CTO usage in this circumstance. Extended Illness Time (EIT) may not be utilized for this purpose.

Notification of the supervisor is a prerequisite for use of CTO. Failure to notify the supervisor in accordance with departmental policy and/or practice may result in the employee not being paid for the day of absence. Corrective Action may also be necessary.

J. Additional Provisions

1. Payment for CTO. When used, the payment for CTO will be received on the payday of the week following the absence. Payments will be made at the straight time hourly rate of pay in effect when CTO was taken. Premium pay is not included when computing Combined Time Off except for shift differentials.

2. CTO and called-in to work. If an employee is called in to work while on scheduled CTO time off, the employee will be paid both CTO and hours worked.
3. CTO Hours Over CAP. When an employee has a status change impacting their regularly scheduled hours or position classification and the status change places the employee into a new CTO accrual plan with new CTO CAP, and if the employee's current CTO balance is OVER the new CTO CAP, the employee will receive payment for the hours above the new CTO CAP.
4. Termination/Resignation. Upon termination, after completing six (6) months of employment, all accrued CTO will be paid at an employee's base rate. Premium pay and shift differentials are not included as part of terminated CTO pay. Employees who voluntarily resign with proper notice will receive all eligible CTO and wages on the next regular payday after the termination date. Should an employee leaving employment have advanced CTO time, all advanced hours will be deducted from the final paycheck.

Employees may not extend their term of employment by using their CTO accruals after their last day of work. The last actual day of work will be considered the date of termination. Employees will be compensated for all accrued and unused CTO hours upon termination.

Should an employee become seriously ill during their scheduled time off, documentation from a physician is required. Extended Illness Time (EIT) may be used if the appropriate eligibility requirements are met.

If the death of a family member should occur during an employees scheduled time off, bereavement leave is initiated and the CTO may be resumed at a mutually agreed upon time.

K. “Cash-in of CTO”. CTO is provided by SPHS to provide staff an opportunity to be away from the workplace for vacation, holidays and personal time and continue to be paid for that period of time. Employees are strongly encouraged to utilize their CTO appropriately for this purpose. For non-exempt staff and some exempt staff who have accumulated a significant balance of CTO the program allows for some of the time to be “cashed-in” as long as certain requirements outlined below are met.

To allow SPHS employees the option of receiving 100% of the value of their CTO as cash, the Internal Revenue Services (IRS) requires that

certain guidelines be followed, including the requirement of deciding prior to the beginning of the current year whether the individual wants to cash in time. An election to receive CTO value in cash cannot be changed or cancelled once the year begins.

Utilizing the guidelines below, up to two weeks of CTO accrued during the current year may be cashed in (at 100%) provided that an “election form for CTO cash in” is completed and signed by the employee prior to the beginning of the current calendar year. CTO accrued in prior years cannot be cashed in. Previously accrued CTO is available to be utilized to take time off in the current or future years or to be paid upon termination of employment.

The requirements for cashing in CTO are as follows:

1. Non-Exempt Staff

a. An employee must maintain a minimum balance of two (2) weeks CTO after a one or two week cash in. Also, cash in is permitted only in one week increments of time (a “week” is based on each individual employee’s scheduled hours). An employee’s balance of time remaining includes CTO accrued in past years as well as any time accrued in the current year.

For Example: A 40 hour per week employee would require at least 3 weeks (120 hours) to cash in 1 week (40 hours) and maintain a 2 week (80 hour) balance after the cash in.

b. An employee must have actually taken, as paid time off, the equivalent of two (2) weeks time during the calendar year prior to payment of CTO.

For Example: A 40 hour per week employee would be required to have taken at least 2 weeks (80 hours) of CTO prior to payment.

2. Exempt, Non-Managerial Staff

a. An employee must maintain a minimum balance of five (5) weeks CTO after the cash in. Also, cash in is permitted only in one week increments of time (a “week” is based on each individual employee’s scheduled hours). An employee’s balance of time remaining includes CTO accrued in past years as well as any time accrued in the current year.

For Example: A 40 hour per week employee would require at least 6 weeks (240 hours) to cash in 1 week (40 hours) and maintain a 5 week (200 hour) balance after the cash in.

b. An employee must have actually taken, as paid time off, the equivalent of four (4) weeks time during the calendar year prior to payment of CTO.

For Example: A 40 hour per week employee would be required to have taken at least 160 hours (4 weeks) of CTO prior to payment.

A CTO cash in may be made no more than two times each year (for up to the preelected amount). A request to cash in during the year must be submitted two pay periods in advance and approved by the employee's department director. The cash in form is to be submitted to the Human Resource department for final approval and processing.

If an employee has pre-elected to cash in time and does not request to be paid (or paid in full) during the year, the eligible amount to be cashed in will automatically be paid in the first December payroll of the calendar year if all other requirements have been met. The eligible amount in this case may be paid in less than a full week increment.

For Example: A 40 hour per week employee who elected to cash in 80 hours during the year (but has not yet done so) and has a balance of CTO of 135 hours at the end of November would be paid 55 hours time in the last pay period of the year (135 hours minus 80 hours (2 weeks balance remaining)).

L. Hardship "Cash-in". There are certain situations outlined by the IRS which constitute "hardship" and SPS will allow cash in of CTO at 100% of its current value without a pre-election if the requirements are met. However, the IRS guidelines are very strict and difficult to meet and are as follows:

A severe financial hardship which results from a sudden unexpected illness or accident to the employee or their dependent, or loss of the employee's property due to casualty or other similar extraordinary and unforeseeable circumstances beyond the control of the employee. Payments may not be made to the extent that the financial hardship can be relieved by insurance, or liquidation of the employee's assets (if liquidation would not cause financial hardship). In addition, withdrawals of amounts would be permitted only to the extent reasonably needed to meet the emergency.

The need for funds to repair a car, purchase a home or meet college expenses would not be considered an unforeseeable emergency under the IRS definition.

A request for a “hardship” cash in must be made in writing to the Vice President of Human Resources. A decision on this type of request will be made based on a review of the circumstances and any applicable IRS guidelines. The decision of the Vice President of Human Resources will be final and will be made as quickly as possible.

M. Overtime Impact. CTO hours utilized for scheduled absences (vacation, for example) are included in the calculation of overtime. CTO hours for unscheduled absences (sick time for example) are not included in the calculation of overtime, Employees may not use CTO hours for the purpose of creating compensation greater than their regularly scheduled, authorized hours in a given week (*i.e.*, an employee who is authorized for thirty-two (32) hours per week may not work thirty-two (32) hours and also receive an additional eight (8) hours of CTO compensation). Supervisors, at their discretion, may call employees in and allow for payment over regularly scheduled hours.

N. Combined Time Off (CTO) Sharing (“Donation”). The intent of this policy is to provide a system for employees to share their accrued CTO with their peers who have incurred personal emergencies and have exhausted their CTO/EIT banks of time.

Personal emergencies are defined as any event or illness that has incapacitated an employee or qualifies the employee for a Family Medical Leave of Absence based on SPSHS policy.

Requirements: Employees who have at least two weeks of CTO may donate a portion of their accrued CTO to one of their peers who has or is incurring a personal emergency. SPSHS Extended Illness Time (EIT) may not be donated.

Employees may donate a minimum of four hours and maximum of forty hours at their hourly rate per incident. The donated time will be converted based on their base rate of pay to shared leave time based on the recipient’s base rate of pay. A “CTO Donation” form is available from the Human Resources Department.

Recipients of Shared CTO cannot receive more than six (6) months time from all donors combined per year. Recipients may continue to pay for all their benefits through payroll deduction in accordance with SPHS Leave of Absence Policy. Recipient's CTO balance (and Extended Illness balance if applicable) must be completely used to receive donated time. Recipients do not receive accruals based on donated Shared CTO. Recipients are eligible to be paid up to a maximum of their weekly scheduled hours per pay period providing that enough time has been donated. Recipients will be required to pay all applicable taxes on the Shared CTO given to them.

Per Diem and Temporary Employees: Per diem and Temporary employees are not eligible to receive Shared CTO.

Shift Differentials: No shift differential or other premium pay is included in the payment of Shared CTO. These differentials are NOT included in the conversion of donated time.

Terminations: An employee who voluntarily terminates employment from SPHS is NOT eligible to be paid for any remaining balance of Shared CTO. All Shared CTO not used within six months of donation will be converted to a dollar amount and donated to the SPHS Spirit Committee or comparable facility committee.

APPENDIX B: PRIME TIME VACATIONS

This Section is to be read in conjunction with the Combined Time Off Policy listed as Appendix B.

Scheduled Time Off

A. Definition of Prime Times. The Prime Time will be inclusive of June 1st through September 10th of each year.

B. To utilize CTO with pay, individuals are required to schedule absences such as vacation, personal business, holidays and planned medical services in advance. All requests must be in writing and arranged with the individual's supervisor in advance. All requests will be granted or denied subject to the staffing and operational needs of the unit. Such requests shall not be unreasonably denied.

Employees must submit requests for the prime time vacation period no later than March 15 in order to be included in prime time vacation

scheduling process for each such respective prime time period. Employees are encouraged to submit their second or third choices with respect to vacation weeks. Where more than one employee requests an available vacation slot in a given week, preference shall be granted in accordance with seniority. However, no employee will be permitted to monopolize any given week from year to year (e.g. week of July 4) when other employees have sought the same week. Such weeks shall be rotated by seniority. No employee shall be able to take more than 2 weeks during the prime time vacation period, unless or until all regular employees, regardless of seniority, have had an opportunity to take at least one week during the prime time vacation period. If all of the employees have had the option to take at least a single week in the prime time period, others may take additional weeks, subject to operational and staffing needs as well as availability.

Decisions regarding the prime time vacation requests shall be made and the vacation schedule shall be posted no later than April 15. Thereafter, requests for prime time vacation shall not be granted unless they remain available and the granting thereof shall be consistent with staffing and operational needs.

All requests for scheduled absences of more than three days outside of the prime time vacation schedule process must be submitted in writing at least four (4) weeks in advance of the time requested. Such requests shall be considered in the order in which they are received. Decisions regarding such requests shall be made within ten (10) calendar days of receipt. Requests shall be granted on “first come-first served” basis.

When an employee’s request is granted, a more senior employee may not bump him/her from his/her vacation slot.

Notwithstanding the foregoing, employees may request scheduled absences of three days or less, as long as they make the request in writing at least two (2) weeks in advance. The Employer shall respond within seven (7) days.

Requests for advance pay for planned absences of one (1) week or more should be made through the appropriate supervisor. Department managers are responsible for tracking all individuals who have received CTO pay by recording it as AP (advanced payment) on the weekly time record, when the individual is actually off.

Should an individual become seriously ill during their scheduled time off, documentation from a physician is required. The salary continuance may be used if the appropriate eligibility requirements are met and scheduled time may be used at a later date.

If the death of a family member should occur during an individual's scheduled time off, bereavement leave is initiated and the time off maybe resumed at a mutually agreed upon time.

CTO will be used and paid to an individual when a regularly scheduled workday falls on a facility designated holiday, and the individual is scheduled off. In planning CTO usage, a department may close or reduce staff on holidays. For an individual to be paid CTO under such circumstances, they must have sufficient CTO accumulated.

Under the Leave of Absence policy, supervisors may approve unpaid absences for an individual.

Holidays

Day Observed

New Year's Day	January 1
Presidents' Day	3rd Monday in February
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day (or)	2nd Monday in October
Martin Luther King, Jr. Day	3rd Monday in January
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

(Note: Floating Holiday, while not listed, is included in CTO accrual)

If the Employer institutes Martin Luther King, Jr. Birthday as a premium holiday for non-bargaining unit staff in the future, it shall apply equally to employees under this Agreement.

For departments, which operate seven (7) days per week, holidays will be observed on the days that they are officially celebrated. For departments which operate less than seven (7) days per week, when one of the listed holidays falls on a Sunday, the holiday will be observed on the following Monday. When one of the listed holidays falls on a Saturday, the holiday will be observed on the Friday preceding the holiday.

APPENDIX C: EXTENDED ILLNESS TIME (EIT) POLICY

The Extended Illness Time (EIT) is designed to provide salary continuation for absences due to illness of greater than one week depending on the individual's scheduled workweek. A full time, 40 hour per week employee will accrue 40 hours of EIT to a maximum of 480 hours. The intent of EIT is to provide salary continuation in the event of a prolonged illness.

Eligibility. Staff regularly scheduled for sixteen (16) hours or more are eligible for EIT. EIT is accrued based upon hours paid with eligible full-time employees receiving forty (40) hours of EIT annually. Part-time employees regularly scheduled for sixteen (16) hours per week or more but less than forty (40) hours per week will receive pro-rated accruals. The maximum accrual in an EIT bank is for 480 hours.

The EIT may only be utilized for the employee's own illness. Employees are eligible to utilize their EIT bank after a deductible period of one week depending on their scheduled hours. The deductible period may be paid by utilizing CTO or may be unpaid if the individual has exhausted their CTO bank. The EIT bank is a benefit to protect an employee's income during absences due to extended illness or injuries. The EIT accruals may not be utilized during any absence due to a work-related injury. EIT may not be cashed in and is not paid out at the time of employment termination. If an employee returns to work following a medical LOA and is limited, based on medical necessity, to less than their scheduled hours, they may utilize EIT to bring their paid hours up to their regular scheduled hours.

Procedure. For an employee to utilize EIT accruals, a doctor's note specifying the illness or injury and the anticipated length of absence is required. The employee is also required to request a Leave of Absence when the length of absence exceeds five (5) or more days (see Leave of Absence policy).

Staff eligible to participate in the EIT program have the option to voluntarily convert from their CTO accrual to their EIT bank twice per year; employees who wish to do this must put their request in writing to shift from CTO hours to the EIT program. Employees may only submit their request from June 1 to June 15 and December 1 to December 15 of each year to the payroll office. EIT time is not a vested benefit, and therefore will not be paid upon separation.

SIDE LETTER OF ATTENDANCE RECORDS

The Employer shall provide employees with a copy of their individual attendance record as soon as practicable following an unexcused absence or absence from the workplace.

SIDE LETTER OF AGREEMENT ON TRANSLATION DIFFERENTIAL

Effective with this Agreement the Employer shall increase the number of designated Spanish translators from two (2) per shift (i.e. total of six) to four (4) per shift (i.e. total of 12). Such additional positions shall be posted as soon as practical following the ratification of this Agreement. In order to qualify for a position, the employee must be already scheduled to work on the designated shift and pass a Spanish translation competency assessment established and administered by the Employer. If more than two additional qualified persons per shift apply for the additional two positions per shift, the most senior person shall be selected assuming they are otherwise qualified for the position and are willing to work the hours designated for the position. Employees who are selected for translator positions shall have the basic differential of \$.25 per hour added to their base rate. The Employer will pay a \$.25 per hour differential for all hours worked for the designated Spanish Translators for providing Spanish translation services.

In addition, effective the first payroll period after ratification of this Agreement, such designated Spanish Translators shall receive an additional differential of \$2.50 per hour for actual time spent providing intensive translation services during admissions, physician interviews and related circumstances where the Hospital otherwise would have to retain special translation services. Such additional differential for intensive translation services will be paid in no less than 30-minute increments. Effective the first payroll period following March 1, 2005, this additional differential for intensive translation services will be increased to \$2.75 per hour. Effective the first payroll period following March 1, 2006, this additional differential for intensive translations services will be increased to \$3.00 per hour.

Where translating services are required on a different unit, an employee designated to receive a translation differential may be temporarily transferred to such unit. While the translator is providing services on the

other unit, the Employer may transfer an employee from such unit to the Translator's home unit or assign a float to provide appropriate coverage.

ASL SIDE LETTER

Effective with the first full payroll period after ratification of the Agreement, American Sign Language (ASL) Certified employees who are designated to perform "ASL" translating (signing) services will receive a twenty five cent (\$.25) per hour differential for all hours worked. In addition, effective the first payroll period after ratification of this Agreement, such employees shall receive an additional differential of \$2.50 per hour for actual time spent providing intensive translation services during admissions, physician interviews and related circumstances where the Hospital otherwise would have to retain special translation services. Such differential will be paid in no less than 30-minute increments. Effective the first payroll period following March 1, 2005, this additional differential for intensive translation services will be increased to \$2.75 per hour. Effective the first payroll period following March 1, 2006, this additional differential for intensive translation services will be increased to \$3.00 per hour.

CONTINUING EDUCATION SIDE LETTER

Each year of the contract the Hospital will reimburse each bargaining unit employee up to \$100 for pre-approved course fees for a job-related license or certification.

For MMTPs the Employer will provide up to two (2) paid days per calendar year for Continuing Education Units approved by Management which will be deducted from the Employee's eligibility for tuition reimbursement dollars. Management reserves the right to deny a request for a CEU day based on operational needs.

HIV INSURANCE SIDE LETTER

Providence Hospital and the Union agree that it would be beneficial and appropriate to provide Employer paid HIV insurance coverage to the employees. (This would provide \$100,000 in group life insurance.) The

Hospital is attempting to negotiate such coverage for all direct care staff at a reasonable cost. Subject to the Employer's ability to secure such coverage, HIV insurance will be provided to all unit members. The expected date for securing such coverage is on or about July 1, 2004.

**ORIENTATION AND CROSS-TRAINING
SIDE LETTER**

Effective April 1, 2007, the Employer and the Union will create a Task Force comprised of three Employer clinical managers and three bargaining unit representatives designated by the union to prepare recommendations for the purpose of developing and enhancing new employee orientation programs designed to meet the needs of the Hospital and the affected employees. The committee will recommend standards for determining the adequacy of orientation with respect to specific units and standards for determining whether the new employee is prepared to operate independently on the unit under the supervision of a supervisor or preceptor.

The Committee also will develop recommendations with respect to the needs for cross-training among and between units, the appropriateness of sister units or unit clusters for cross-training purposes and the number of employees who should be cross-trained to cover scheduling needs.

The meeting schedule and frequency of meetings shall be determined by the Task Force, but shall occur at least every other week beginning May 1, 2007 and last for two months. Bargaining unit members will be paid their regular rate of pay for their time attending Task Force meetings. Recommendations of the Task Force shall be presented to the Director of Nursing at the conclusion of this period. Either party may annually thereafter request that the Task Force be reconvened to study the effectiveness of the current orientation and cross-training programs.

**GENDER ASSIGNMENTS
SIDE LETTER**

To promote an appropriate balance of members of each gender relative to the client population on any given unit or shift, the Employer may consider gender as one (but not the only) factor in selecting applicants to a particular unit or shift.

MHC AND CNA EDUCATIONAL TASK FORCE SIDE LETTER

Purpose

To define, implement and maintain an annual educational program that promotes clinical growth and development of our MHCs and CNAs

Goals

1. In conjunction with the Nurse educator develop an annual education needs assessment survey for all staff
2. Develop a house wide annual education program for counselors and nursing assistants
3. Provide input to each program's manager/supervisor in the development of each unit/programs annual education program
4. Identify creative ways to deliver education programs and make them more accessible for staff
5. Review and revise as needed the orientation program for counselors and nursing assistants
6. Explore and assist in implementing mechanisms that promote the career development of counselors and nursing assistants

Structure/Membership

- Co Chairs – representative from Nursing Leadership team and MHC or C.N.A.
- MHC and C.N.A. representatives from Adult Psych, Geri, CHAD, ART and Detox Programs
- A nurse/program manager, Educator, Clinical Supervisor, Administrative Supervisor
- Reports to the Director of Nursing

Meeting Schedule

- This is a task force that will meet each year beginning in September and finishing late October
- Meeting schedule and frequency will be determined by the task force, but will meet at least every other week
- Meetings outside the September and October dates will be conducted on an as needed basis
- Employees will be paid for attending the meetings

IN WITNESS WHEREOF, the parties hereto have agreed to the abovementioned appendices and side letter of agreement and caused their names to be subscribed below by their duly authorized officers and representatives this 27th day of March, 2012

FOR THE UNION

Ron Patenuade
Henry Fijalkowski
John McGrath

FOR THE HOSPITAL

Tim Teehan
Leonard panza