

**SETTLEMENT AGREEMENT BETWEEN  
PROVIDENCE BEHAVIORAL HEALTH HOSPITAL (PBHH)  
AND THE UNITED AUTO WORKERS (UAW) AND UAW LOCAL 2322  
IN CONNECTION WITH CONSOLIDATED ULPS 1-CA-235500, 238328, 240755, 245058**

Providence Behavioral Health Hospital ("PBHH") and the United Automobile, Aerospace and Agricultural Implement Workers of America and UAW Local 2322 ("the Union") hereby agree to the following terms:

**I. RESOLUTION OF ULPS**

**1. General Terms**

- a. All back pay (earnings) plus differentials will be counted as earnings for members' 403(b) accounts.
- b. All agreed upon policies shall be attached and incorporated into the parties' Collective Bargaining Agreement ("CBA").
- c. Upon ratification all parties will fully cooperate with the Region to bring about the withdrawal of the consolidated complaint, pursuant to and consistent with, the parties' global settlement.

**2. Attendance**

- a. The January, 2019 Trinity Health of NE Attendance Policy shall become applicable to bargaining unit members effective with ratification of this Agreement, and will be incorporated by reference into the CBA as modified herein;
- b. Absences of 3 consecutive days, when supported by a doctor's note, will equal 1 occurrence.
- c. All bargaining unit members will receive a fresh start with regard to attendance points and attendance-related discipline upon ratification of this Agreement.

**3. Emergency Personal Days**

PBHH agrees to comply with Article 21.12 of the CBA.

**4. Attendance Bonus**

- a. PBHH will comply with the attendance bonus program in Article 21.11 and Incentive Program in Appendix A Section C,( which shall be attached and incorporated into the CBA.)
- b. Union members will be made whole for 2019 by receiving 12 hours per person to be put into a floating time off bank to be used under the same terms and conditions of the float holiday

**5. Holidays**

- a. The January, 2019 Trinity NH Holiday policy (No. 260) shall be applicable to bargaining unit members as modified herein, and shall be attached to and incorporated into the CBA.

- b. Any unit member who worked during any of the 3 eliminated holidays (Martin Luther King, Jr. Day, President's Day, and Good Friday) between January, 2019 and the date of ratification of this Agreement shall be paid 50% of base plus differential for all hours worked on those days.
- c. Bargaining unit members will receive 1 additional float holiday annually (one holiday in addition to the 6 fixed holidays and 1 existing float holiday under the new program).

#### **6. Extended Illness Time (EIT)**

- a. EIT Program will be eliminated effective upon ratification of this Agreement.
- b. On or before March 20, 2020, bargaining unit members will receive payment for ten percent (10%) of all banked EIT hours (including hours earned during the period from January 1, 2019 to the date of ratification of this Agreement) in excess of 200 hours.
- c. Bargaining unit members will be eligible for the current PBHH short-term (STD) and long-term disability (LTD) programs (100% paid by the Hospital), which shall be incorporated into this Agreement.

#### **7. Combined Time Off (CTO)**

- a. The January, 2019, Trinity NE Paid Time Off (PTO) policy as modified herein shall be applicable to bargaining unit members, shall be attached to and incorporated into the CBA.
- b. On or before March 20, 2020, bargaining unit members will be paid for applicable differentials on all PTO time taken prior to the date of ratification of this Agreement. Going forward PTO will be paid at their base rate plus differential.
- c. On or before March 20, 2020, bargaining unit members regularly scheduled 40 hours will be paid a lump sum of \$500 per member and all other bargaining unit members shall receive a prorated amount based on their percent of FTE.
- d. Effective with the next regular pay period, bargaining unit members will receive a 3.5% increase to base rate, retroactive to January 1, 2019.
- e. Bargaining unit members with 15 years of service or greater will receive 3 additional days to their float bank annually, to be used under the same terms and conditions of the holiday float.

#### **8. 16-Hour Employees**

- a. Current policy regarding benefit eligibility is accepted prospectively, except as modified herein.
- b. All affected members shall receive all make-whole relief for the period from January 1, 2019 to the date of ratification of this Agreement.
- c. Current 16-hour employees will be offered the alternative of increasing their FTE to 24-hours.

## 9. Information Request Will Russell

PBHH agrees to provide the requested information by no later than ten (10) days following the date of ratification of this Agreement.

## 10. Posting

PBHH will post an NLRB notice regarding resolution of the outstanding ULP charges.

## II. **Modified CBA Contract Language:** Contract term is from February 29, 2020 through February 28, 2023.

1. General Wage Increase : 2.5% annually for all three years (effective the first full pay period following March 1<sup>st</sup>). Increases are also applicable to hiring rates.
2. Increase Differentials: Evening \$3.00; Night \$4.00; and Weekend \$3.00, effective with the first full pay period following March 1, 2020.
3. Add Successorship Article as follows:

The Hospital will make every effort to require that this Agreement shall be binding on any and all successors and assigns of the Hospital whether by sale, transfer, merger, acquisition, consolidation, or otherwise. The Hospital will make every effort to make it a condition of transfer that its successors shall be bound by the terms of this Agreement.

4. Surveillance:  
9.6 Usage of Security Camera Surveillance: The Hospital will not randomly review security camera and/or video for the sole purpose of monitoring employee performance.
5. No-Strike: The Hospital amends existing Article 25.1 as follows:

The Hospital and Union agree that so long as this Agreement is in effect, there shall be no stoppage of work, lockouts, strikes, slow-downs, mass sickouts, or any similar interference with the operation of the Hospital, or the care of its patients.

6. Union Leave:  
Members shall have the right to unpaid time off for union training/conferences/work (the Union will pay any lost wages in such cases). Bargaining committee members shall be given paid release time for contract negotiations. Upon request by the UAW, a member may be granted a leave of absence without pay to perform full-time official duties on behalf of the UAW. Such leave of absence shall be for a period of up to two (2) years and may be extended for one or more additional period of one (1) year or less at the request of the UAW. Members who are granted said leave shall have their seniority frozen and bridged upon their return. Members will not accrue any benefits during this leave. The member will be responsible for obtaining his or her own health and dental plans during this time. Upon completion of the leave, the member may return to any open position. Should there be none, he/she will be placed at the top of the vacancy list.

7. Attendance: Modify contract to recognize the 7-minute rule for lateness.

8. Overtime: Modify 10.3 as follows:

**10.3** The Hospital reserves the right to require reasonable overtime. Overtime shall be implemented as follows. 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 MHC's 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 volunteers or 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.

\*Note: 16 hour rule applies to volunteers on the unit after the overtime list has been exhausted.

9. Denial of PTO: The Union will be provided copies of all vacation denials. A place shall be designated for the keeping of these copies for the Union's review.

10. Layoffs: Article 13 shall be modified and new Appendix re Layoff Process shall be added to contract (attached).

11. MMTP Productivity Standards: Productivity target of 25 hours for all members with zero (0) to six (6) months of employment. The period can be extended by one (1) month at the sole discretion of the Hospital.

12. Certifications and Licensure:

The Hospital and the Union agree that it is the primary responsibility of all employees to ensure compliance with all certification and competency requirements necessary for their position, including but not limited to CPR, CPI/CARE, Health Stream, and Education Fairs. The Hospital agrees to continue offering regular recertification opportunities on-site with posting of such schedule of classes and fairs to the units. The unit coordinator for each unit will sign employees up for required courses each January along with a schedule of course availability for the year. Unit coordinators will make every effort to schedule employees for courses that fall on their regularly scheduled shift. Should an employee prefer a different date/time, it will be their responsibility to sign themselves up for these classes and fairs. In addition, employees must let staffing know in advance of the schedule for that date being posted where possible, to ensure adequate coverage. If an employee has missed their last in-house opportunity to maintain their certification before lapse, they will be required to seek an outside opportunity at their own expense and on their own time. All employees holding state licenses are responsible for the

tracking and maintenance of such licenses. Any employee who falls out of compliance with competencies and certification or permits licensure to lapse (excluding Health Stream), will be immediately removed from the schedule upon expiration of their certification or license until they are back in compliance and will be subject to progressive corrective action. Employees who cannot complete their required certifications and competencies due to extraordinary life events, will not be subject to disciplinary action.

13. Scheduled Time Off: To be added to the existing language regarding time off:

Requests for swaps or where a member finds their own coverage within the posted time must reach the nurse manager by 7:00 a.m. on the Wednesday prior to the week of the change. Requests for a swap of where an employee finds their own coverage may be submitted no more than four (4) weeks in advance.

Any request for time off is subject to the employee having sufficient time available in their PTO bank at the time of use. Employees are responsible for the management of their time and are not permitted to go into a negative time off balance and if there is no time available in their bank at the time of use, they cannot have the time off.

14. The following shall replace Article 1.3 of the contract:

1.3 Per Diem Members:

Definition:

Bargaining Unit Per Diems work on an irregular/unscheduled as needed basis; to cover for illness of employees, absences, vacancies, holidays, leaves, vacations, or to meet a temporary influx in patient care needs.

Per Diems are those individuals hired to work on a limited basis, as fill-in or relief personnel, and who do not work, normally, in the same pattern as scheduled part-time or full-time members. Per Diems shall not cause a regularly scheduled employee to be laid off, reduced in hours, or displaced. The hospital shall not assign Per Diems in order to avoid the creation of a permanent position.

Except as specified herein, per diems shall be subject to all provisions of this Agreement, including Article 12: Seniority.

Benefits:

Per diems will not be eligible for benefits; however they will be allowed to contribute with a match from the Hospital to the 403(b) program. Per diems are eligible for the Massachusetts Earned Sick Time Law, M.G.L. c. 149, § 148b and health insurance as required under the Affordable Care Act. Qualifying per diems may be eligible for certain leaves under Article VII Leaves of Absence and should call the Benefits Department for eligibility and application information if a leave of absence is needed.

Minimum Hours Requirement:

For the purposes of retaining active employment status, the Hospital shall conduct on a calendar year basis an annual review of hours on 12/31 for each and every per diem. Per

diems who have been employed less than one (1) year (or who have transferred into a per diem position during the calendar year) will be reviewed the following year. The review shall be completed by January 31st and a copy of said review results provided to the Union. For the purposes of the hours review, hours actually worked and hours canceled by the hospital shall count as hours worked, and used as part of the calculation for continued employment.

In order to remain active, all per diem members must accept an assignment at least once every 30 days and must work at least 1 holiday per calendar year, if the work is available.

#### Holidays

Memorial Day	Christmas
Independence Day	New Years
Labor Day	Thanksgiving

#### Requirements to Maintain Competencies:

Per diems must maintain the required competencies and certifications to continue to work at the hospital.

For professional development, the Bargaining Unit per diem may participate in staff meetings, CEU programs, skills fairs offered by the Hospital as long as that participation doesn't result in overtime, unless preapproved by the CNO or his/her designee.

All per diems shall receive orientation to permit them to perform the required duties of a Bargaining Unit per diem. Hospital policies, fire safety, emergency code procedures, isolation techniques, medication administration, documentation will also be included. All per diems will be cross-trained to all units.

#### Other Compliance Terms and Conditions:

- No self-cancels of posted time will be accepted.
- Hours are scheduled through the scheduling department. Per diems cannot commit to work for other staff that is not approved through the Nurse Manager or its designee and submitted to the scheduling department via time off request slips. A per diem member may pick up non-overtime extra shifts from other staff on short notice (2 days or less), with approval from the manager/supervisor on duty.
- The per diem agrees to work where the need is rather than a specific unit as long as they are qualified and oriented to do so.
- Effective the first full pay period in March of each contract year, per diems will be eligible for across the board pay increases in the same manner as full-time and regular part-time employees.
- Per diems are not included in the step program.
- UAW will be notified of new per diems in accordance with Article 1: Union Recognition.
- Per Diem Hourly Base Rates on ratification:

Mental Health Counselor 1A; Recovery Specialist 1A; and Nursing Assistant	\$18.00
Mental Health Counselor 2A; Recovery Specialist 2A	\$20.25

14A. The following sections relating to per diems shall also be amended, as follows:

8.8(d): Delete "Non-unit per-diem employees, without regard to seniority, when working such shifts is not expected to entail overtime."

8.9: Delete "before calling unscheduled, non-bargaining unit per diems or casual employees."

Add to Section 10.3: "Regular bargaining unit members shall be offered non-overtime extra shifts before any per diem bargaining unit members are scheduled."

15. Article 10.8 shall be modified as follows:

10.8 Attendance Policy - When an employee has accrued a sufficient number of occurrences of absences/lateness/or early departures consistent with the January, 2019 Trinity Health of NE Attendance policy (Appendix [##]), 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. An absence of three consecutive days, when supported by a doctor's note, shall equal one (1) occurrence. This agreement does not modify any other provision of the January, 2019 Attendance Policy. Lateness shall be subject to the Attendance Policy only where an employee is at least seven (7) minutes late.

16. Modifications to Article 13:

#### 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. The Hospital and Union will meet and confer regarding the schedule for implementation of the layoffs. within five (5) calendar days of delivery of the layoff notice, or a later date if mutually agreeable. Thereafter, the layoff notice, a current seniority list, and the implementation schedule shall be posted on all units.

13.2 Layoffs will be carried out in accordance with the process laid out in Appendix [##] to this Agreement.

13.3 No employee may displace another who has more seniority. MMTP Clinicians and other job titles or classifications will not displace each other regardless of 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.

#### APPENDIX [##]

##### LAYOFF PROCEDURE

1. Each employee occupying a position scheduled for reduction or elimination pursuant to the layoff notice required by Article 13.1 and each other bargaining unit member affected as a result of displacement by an employee whose position is scheduled for reduction or elimination ("affected employees") will be given the option of selecting one of the following options:
  - A. The employee may accept an open bargaining unit position for which the employee is qualified. "Open bargaining unit position" includes all currently vacant positions, and all positions that become open because of a voluntary or involuntary layoff, a bump, or a transfer by a bargaining unit member.
  - B. The employee may exercise bumping rights in accordance with the procedures described in Paragraph 6, below.
  - C. The employee may elect to accept layoff.
2. Employees will be required to notify PBHH of their selection from the above-described options by no later than \_\_\_\_\_, in the order described in Paragraph 6, below.
3. Any bargaining unit employee, whether affected or potentially affected or not, may notify the Employer at any time up until \_\_\_\_\_ if he/she wishes to volunteer for layoff. PBHH will not contest the unemployment insurance application of any employee who is laid off as a result of this process, whether voluntarily or involuntarily. PBHH will be offering job outplacement and counseling assistance to every employee laid off, whether voluntarily or involuntarily. Employees are not required to accept this assistance.



4. Any employee who believes his/her seniority date is incorrect shall notify the Union by no later than \_\_\_\_\_. The Union and Employer will resolve any disputes over seniority dates before the date on which employees exercise their selection pursuant to Paragraph 1.
5. By no later than \_\_\_\_\_ on \_\_\_\_\_, PBHH will post a list of all open bargaining unit positions, including for each position, the unit, shift, hours and weekly schedule. As soon as any other bargaining unit positions become open as a result of a voluntary layoff, transfer of a bargaining unit member or other reason, PBHH will post the same information relating to those positions.
6. Bumping Process:
  - a. Each affected employee will have the right to bump another employee in the bargaining unit (excluding MMPT clinicians) as follows: the least senior employee in the bargaining unit with the same weekly hours or the least senior employee in the bargaining unit who has the same weekly hours and the same shift as the bumping employee; or the least senior employee in a lower category of weekly hours or the least senior employee in a lower category of hours with the same shift as the bumping employee. For example, a 40 hour employee may bump the least senior 40 hour employee in the bargaining unit or the least senior 40 hour employee on the same shift as the bumping employee. Likewise, he/she may bump the least senior employee or the least senior employee on the bumping employee's same shift, with 32, 24 or 16 hours.
  - b. There will be a pool established, including all affected employees, ranked in order of bargaining unit seniority (most senior to least senior). Once an employee has accepted layoff or transfer, or has exercised his/her bumping rights, he/she will be removed from the pool. Employees bumped by an affected employee will be added to the pool and will be given an opportunity, in accordance with their seniority, to make their selection from the same options listed in paragraph 1.
  - c. On \_\_\_\_\_, beginning at \_\_\_\_\_, starting with the most senior employee in the pool and proceeding from highest to lowest seniority, each employee will notify PBHH of his/her selection from the options listed in paragraph 1.
  - d. This process will continue until there are no less senior employees left to displace who work the same or fewer hours as those employees remaining in the pool. The employees remaining in the pool at this time will be laid off.
  - e. Employees may swap positions after everyone has bumped, provided that the swapping employees are qualified for the positions they will occupy and have chosen freely and voluntarily to swap. Both employees swapping positions must notify the employer of their decision by no later than \_\_\_\_\_ on \_\_\_\_\_.
7. Laid off employees shall be offered the opportunity to fill vacancies on the per diem list.

8. Employees who are laid off shall be paid out all accrued, unused PTO time at the time of separation.
9. PBHH will honor previously scheduled PTO time for any employee displaced from his/her existing position to another bargaining unit position as a result of this reduction in force.
10. By no later than \_\_\_\_\_, PBHH will inform employees being laid off or bumped as a result of this reduction in force of their last date of work in their current position. Employees who are being laid off or otherwise displaced as a result of this process may be requested to remain in their current position beyond \_\_\_\_\_ to allow time for management to give training and orientation to an employee who is displacing them. Employees who are being laid off have the right to decline to remain for this purpose. Employees who are being laid off or otherwise displaced as a result of this reduction in force shall have the option of working any previously scheduled extra shifts.

17. Article 21.1 through Article 21.10 shall be modified as follows:

#### **ARTICLE 21: PAID TIME OFF**

**21.1** Employees covered by this Agreement shall be provided paid time off according to the terms of the Paid Time Off Policy (and related policies referenced therein) appended to and incorporated into this Agreement as Appendix [###]. , with the following modifications:

- Bargaining unit members will be paid for all applicable differentials on all scheduled PTO time taken.
- Bargaining unit members with 15 years of service or greater will receive 3 additional days to their float bank annually, to be used under the same terms and conditions of the holiday float.

#### **Sections moved from Appendix A [re-numbering of sections TBD]:**

**Eligibility.** All regularly scheduled employees who are scheduled for twenty (20) hours or more per week will begin to accrue PTO at the date of hire. Temporary and per diem employees are not eligible to accrue PTO.

**Computation.** PTO accruals are based on hours paid each pay period, up to forty (40) hours per week, years of service, and job classification. PTO is accrued on a weekly basis and accrual begins from the first hour of work on the date of employment or transfer. The accrual schedule is pro-rated for employees regularly scheduled for twenty (20) to thirty-nine (39) hours per week.

**Scheduled Time Off.** To utilize PTO, 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 and may not exceed the employee's budgeted FTE status.

Employees may use any amount of their accumulated PTO for personal illness, accident or emergency so long as its use does not exceed their budgeted FTE status for that week. To use PTO 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 approved leave. If 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 in accordance with the policy.

For an employee absence due to illness of greater than one week refer to Short-Term and Long-Term Disability policies and MA Paid Family Medical Leave Act.

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 PTO to supplement their Worker's Compensation pay. A PTO supplement may not cause an employee to exceed their budgeted FTE per week. Individuals should consult with Human Resources to determine their eligibility for PTO usage in this circumstance. Short-term and long-term disability may not be utilized for this purpose.

Notification of the supervisor is a prerequisite for use of PTO. 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.

#### Additional Provisions

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

2. PTO Cap. All employees are eligible to accrue up to the full time accrual rate. Once that cap is reached, the employee will stop accruing under this program.

3. Termination/Resignation. Upon termination, after completing six (6) months of employment, all accrued PTO will be paid at an employee's base rate. Premium pay and shift differentials are not included as part of terminated PTO pay. Employees who voluntarily resign with proper notice will receive all eligible wages on the next regular payroll cycle after the termination date. PTO is paid out one payroll cycle following the last regular wage check. Employees may not extend their term of employment by using their PTO 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 PTO hours upon termination. Should an employee become seriously ill during their scheduled time off, documentation from a physician is required. If the death of a family member should occur during an employees scheduled time off, bereavement leave is initiated and the PTO may be resumed at a mutually agreed upon time.

#### Overtime Impact.

PTO hours for any absences (sick or vacation time for example) are not included in the calculation of overtime. Employees may not use PTO 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 PTO compensation). Supervisors, at their discretion, may call employees in and allow for payment over regularly scheduled hours.

**21.3** Employees covered by this Agreement shall be provided with holiday benefits according to the Holiday Policy appended and incorporated into this Agreement as Appendix [##].

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	"B" Holidays Off
Memorial Day	Labor Day
Independence Day	Thanksgiving
Christmas Day	New Years Day

The intent is 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.

**Sections moved from Appendix A [re-numbering of sections TBD]:**

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. PTO will be used and paid to an employee when a regularly scheduled workday falls on an observed holiday, and the employee is scheduled off.

**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 PTO. 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 PTO for the holiday. Corrective action may also be necessary.

**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 PTO 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 PTO 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 PTO.]

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.), 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.

**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 PTO.

**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.

**21.9** 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.

18. Article 21.11 shall be modified as follows:

Attendance Bonus - Employees who have no unscheduled absences for three continuous months of employment will receive an additional PTO accrual added to their PTO accrual bank. Additional PTO 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 eight (8) hours per quarter added to their PTO bank with a maximum of 32 hours annually. Attendance bonus hours will be added to an employee's PTO accrual bank on a quarterly basis. Each quarter the Employer will post a list of those employees who have earned the PTO bonus for their attendance.

18. APPENDIX B PRIME TIME VACATIONS SHALL BE MODIFIED AND ADDED TO THE CONTRACT AS ARTICLE 22A.

#### PRIME TIME VACATIONS

##### 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 PTO 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.

Should an individual become seriously ill during their scheduled time off, documentation from a physician is required. 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.

PTO 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 PTO usage, a department may close or reduce staff on holidays. For an individual to be paid PTO under such circumstances, they must have sufficient PTO accumulated.

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

19. ARTICLE 22 shall be amended as follows

#### TUITION REIMBURSEMENT

22.1 Employees shall be eligible to participate in the Hospital Tuition Assistance Program in effect on the date of ratification in accordance with its terms. Employees may contact the Human Resources Department for further information.

20. Ratification Bonus: Members will receive the following additional bonus upon ratification of the Agreement (payable the second full pay period thereafter) as follows: 40 hours = \$250; 32 hours = \$200; 24 hours = \$150; all others \$100. Ratification shall be completed by February 21, 2020.

\*\*\*\*\*THIS SPACE INTENTIONALLY LEFT BLANK\*\*\*\*\*

Signed this February 19, 2020,

For the Union:

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Karen Rosenberg  
Servicing Representative Local 2322

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Michelle Reardon,  
Local 2322 VP and Unit Chair

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John McGrath

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Traci Ellithorpe

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Sharon Bernardos

---

Marco Gaspar

---

Patti Carbone

---

Deborah Aloisi

---

John Funaro

---

Michelle Watson

---

Shannon Dion

For the Hospital:

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Deb Solomon, CHRO

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Deborah Bitsoli, President