

AGREEMENT
by and 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, 2020-February 28, 2023

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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 fulltime 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 Per Diem Bargaining Unit 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

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 rising 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.

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

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 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 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.

1.5 Union Leave –

- a. Members shall have the right to unpaid time off for union training/conferences/work (the Union will pay any lost wages in such cases).
- b. Bargaining committee members shall be given paid release time for contract negotiations.
- c. 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.

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 Bargaining unit per-diem 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 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

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. 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.

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.

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 a.m. 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, except that there shall be a productivity target of 25 hours for all members with zero (0) to six (6) months of employment. This period can be extended by one (1) month at the sole discretion of the Hospital.

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 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 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 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.

Regular bargaining unit members shall be offered non-overtime extra shifts before any per diem bargaining unit members are scheduled.

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 January, 2019 Trinity Health of NE Attendance policy (attached and incorporated into this Agreement as Appendix A, 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.

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 March 1, 2020, employees who work the evening shift shall receive a shift differential of three dollars (\$3.00) per hour for each hour worked during that shift. Shall not apply to MMTP Clinicians.

11.3 Effective the first full pay period after March 1, 2020, employee who works the night shift shall receive a shift differential of four dollars (\$4.00) per hour for each hour worked during that shift. Shall not apply to MMTP Clinicians.

11.4 Effective the first full pay period after March 1, 2020, 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 three dollars (\$3.00) per hour for each hour worked during that shift, in addition to any differential applicable under 11.2 or 11.3. 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 PTO 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. 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 D 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.

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:
 - i. 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.
 - ii. 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.
 - iii. 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.

- iv. 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.
- d. 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.
- e. 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).
- f. 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.

- g. 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.
- h. 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.
- i. 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.
- j. 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. PTO 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 paid time off (PTO). 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

All employees who work at least 20 hours per week 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

All employees who work at least 20 hours per week shall be eligible to participate in the SPHS Dental Care Plans in accordance with their terms.

ARTICLE 18: LIFE INSURANCE

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

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: SHORT and LONG TERM DISABILITY INSURANCE

Bargaining unit members will be eligible for the PBHH short-term (STD) and long-term disability (LTD) programs in effect as of February 21, 2020 (100% paid by the Hospital), which shall be incorporated into this Agreement.

ARTICLE 21: PAID TIME OFF

21.1 Employees covered by this Agreement who work at least 20 hrs/week shall be provided paid time off according to the terms of the January, 2019 Trinity Health NE Paid Time Off Policy (and related policies referenced therein) appended to and incorporated into this Agreement as Appendix B, as modified herein. MMTP Clinicians will continue to be subject to the PTO policies and practices applicable to exempt employees.

21.2 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.

21.3 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. (See Appendix B for accrual rates).

21.4 Scheduled Time Off.

- a 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. All requests will be granted or denied subject to the staffing and operational needs of the unit. Such requests shall not be unreasonably denied. The Union will be provided with copies of all vacation denials. A place shall be designated for the keeping of these copies for the Union's review.
- b 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.
- c 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.

21.5 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.

21.6 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. 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.

21.7 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.

21.8 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.

21. 9 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.

21.10 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.

21.11 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.

21.12 Prime-Time Vacation.

- a. The Prime Time will be inclusive of June 1st through September 10th of each year. 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.

- b. 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.
- c. 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.
- d. When an employee's request is granted, a more senior employee may not bump him/her from his/her vacation slot.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. Under the Leave of Absence policy, supervisors may approve unpaid absences for an individual.

ARTICLE 22 HOLIDAYS

22.01 Employees covered by this Agreement shall be provided with holiday benefits according to the Holiday Policy appended and incorporated into this Agreement as Appendix C.

22.02 Definitions

- a. 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.
- b. 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

Memorial Day

Independence Day

Christmas Day

"B" Holidays Off

Labor Day

Thanksgiving

New Years Day

- c. Employees shall receive two (2) "float" holidays in addition to the A and B Holidays listed herein. Bargaining unit members with 15 years of service or greater will receive 3 additional days added to their float bank annually, to be used under the same terms and conditions of the holiday float.
- d. 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.
- e. In order to provide for a fair distribution of holidays the schedule will alternate from year to year as follows. 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. 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.

- f. 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.
- g. 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.
- h. 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.
- i. 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.

22.03 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.
- d. 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.]

22.04 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.

22.05 Attendance Incentive Program. Non-exempt employees who have no unscheduled absences during a calendar quarter will have an additional four (4) PTO hours 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. Full-time (40 hour) employees have the ability to have an additional sixteen (16) hours per year added to their PTO bank by scheduling time off with the department head/supervisor. Incentive hours will be added to an employee's PTO accrual bank on a quarterly basis.

22.06 Attendance Bonus - In addition to the paid time off provided for under the Incentive Program, 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 four (4) hours per quarter added to their PTO bank. 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.

22.07 Emergency Personal Days - After one year of continuous employment a full-time employee may seek approval for the emergency use of one PTO 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 PTO days per calendar year due to extraordinary personal circumstances. Regular part-time employees shall be entitled to no more than one emergency PTO day per calendar year due to extraordinary personal circumstances. Emergency personal days shall be drawn from the employee's existing PTO bank and do not represent additional PTO 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 22A: TUITION REIMBURSEMENT

Employees shall be eligible to participate in the Hospital Tuition Assistance Program in effect on February 21, 2020 in accordance with its terms. 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

The Union and Hospital agree that so long as this Agreement is in effect, there shall be no stoppage of work, lockouts strikes, slowdowns, mass sickouts, 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

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 PTO 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 paid 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 EFFECTIVE 3/1/20 HIRING RATES AND RANGE MAXIMUM RATES

MHC HS- Hiring Step	Mar-19	Mar-20	Mar-21	Mar-22
1. Date of Hire - 3 years 11 mos	\$ 14.80	\$ 15.17	\$ 15.55	\$ 15.94
2. 4 yrs – 6 yrs 11 mos	\$ 15.68	\$ 16.07	\$ 16.47	\$ 16.89
3. 7 yrs – 8 yrs II mos	\$ 16.16	\$ 16.56	\$ 16.98	\$ 17.40
4. 9 years – 11 yrs 11 mos	\$ 16.88	\$ 17.30	\$ 17.73	\$ 18.18
5. 12 yrs and up	\$ 17.23	\$ 17.66	\$ 18.10	\$ 18.55
Range Max (45% above Step 1)	\$ 21.46	\$ 22.00	\$ 22.55	\$ 23.11

MHC BS- Hiring Step	Mar-19	Mar-20	Mar-21	Mar-22
1. Date of Hire - 3 years 11 mos	\$ 16.16	\$ 16.56	\$ 16.98	\$ 17.40
2. 4 yrs – 6 yrs 11 mos	\$ 17.04	\$ 17.47	\$ 17.90	\$ 18.35
3. 7 yrs – 8 yrs II mos	\$ 17.49	\$ 17.93	\$ 18.38	\$ 18.83
4. 9 years – 11 yrs 11 mos	\$ 18.39	\$ 18.85	\$ 19.32	\$ 19.80
5. 12 yrs and up	\$ 18.65	\$ 19.12	\$ 19.59	\$ 20.08
Range Max (45% above Step 1)	\$ 23.43	\$ 24.02	\$ 24.62	\$ 25.23

Clinician I MMTP - Hiring Step	Mar-19	Mar-20	Mar-21	Mar-22
1. Date of Hire - 3 years 11 mos	\$ 19.68	\$ 20.17	\$ 20.68	\$ 21.19
2. 4 yrs – 6 yrs 11 mos	\$ 20.91	\$ 21.43	\$ 21.97	\$ 22.52
3. 7 yrs – 8 yrs II mos	\$ 22.14	\$ 22.69	\$ 23.26	\$ 23.84
4. 9 years – 11 yrs 11 mos	\$ 23.39	\$ 23.97	\$ 24.57	\$ 25.19
5. 12 yrs and up	\$ 24.62	\$ 25.24	\$ 25.87	\$ 26.51
Range Max (45% above Step 1)	\$ 28.54	\$ 29.25	\$ 29.98	\$ 30.73

Clinician II MMTP - Hiring Step	Mar-19	Mar-20	Mar-21	Mar-22
1. Date of Hire - 3 years 11 mos	\$ 23.06	\$ 23.64	\$ 24.23	\$ 24.83
2. 4 yrs – 6 yrs 11 mos	\$ 24.50	\$ 25.11	\$ 25.74	\$ 26.38
3. 7 yrs – 8 yrs II mos	\$ 25.95	\$ 26.60	\$ 27.26	\$ 27.95
4. 9 years – 11 yrs 11 mos	\$ 27.43	\$ 28.12	\$ 28.82	\$ 29.54
5. 12 yrs and up	\$ 28.86	\$ 29.58	\$ 30.32	\$ 31.08
Range Max (45% above Step 1)	\$ 33.44	\$ 34.27	\$ 35.13	\$ 36.01

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:

	Wage Increase	Evening	Night	Week-End	Core Contribution	Signing Bonus Pro-rata for <40 hr employees
Retro to 1/1/19	3.5%					
Ratification						\$250
Mar-2020	2.5%	\$3.00	\$4.00	\$3.00	3%	
Mar-2021	2.5%					
Mar-2022	2.5%					

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 SPS 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 MHCBA 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

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 all Appendices 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: 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.

ARTICLE 34: DURATION

33.1 This Agreement shall be in force and effect from February 29, 2020 through February 28, 2023, 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 2023 or any subsequent year.

ARTICLE 35: SUCCESSORSHIP

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.

Signed this February 19, 2020,

For the Union:

Karen Rosenberg
Servicing Representative Local 2322

Michelle Reardon
Michelle Reardon,
Local 2322 VP and Unit Chair

John McGrath
John McGrath

Traci Ellithorpe

Sharon Bernardos
Sharon Bernardos

Marco Gaspar

Patti Carbone
Patti Carbone

Deborah Aloisi
Deborah Aloisi

John Funaro
John Funaro

Michelle Watson
Michelle Watson

Shannon Dion

For the Hospital:

Deb Solomon
Deb Solomon, CHRO

Deborah Blitsoli
Deborah Blitsoli, President

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.

APPENDIX A ATTENDANCE

Mercy Medical Center and its Affiliates

**Administrative Policy
Acute Ambulatory Network
Behavioral Health Network
Health System Office**

SUBJECT: Attendance

Policy: The Mercy Medical Center and its Affiliates expects colleagues to be present and productive when they are scheduled to work. Care and Services are impacted by an unanticipated absence and/or when colleagues are absent from their workstation. Managers are expected to maintain accurate attendance records; to provide constructive counseling and guidance to colleagues who do not meet this expectation; and to provide equitable and uniform guidelines for corrective action in the event that counseling does not change the colleague's attendance.

Definitions

- I. **Absenteeism** is any occurrence of unscheduled or unexcused absence from work for non-job-related reasons.

Unscheduled absences are those which are unplanned due to circumstances such as illness, childcare problems, personal business matters, etc.

Unexcused absences may involve patterns of absence and/or lack of proper notification. Scheduled paid time off, scheduled excused absences (including leaves of absence), emergency hospitalization, work-related injury illness. Jury duty and paid bereavement are not counted as absences for purposes of this policy. For the purposes of this policy, one incident of Absence from a work assignment equals one occurrence.

Absence from a work assignment is defined as failure to be present and ready to work at the scheduled reporting time, failure to adhere to break schedules, leaving temporarily or leaving early. An Absence from a work assignment refers to absences of one hour or less during scheduled working hours. The importance of being on time and fulfilling scheduled work hours is crucial to the efficient operation of the organization.

Occurrence is defined as an unscheduled or unexcused absence of one day or, an Absence from a work assignment in excess of one hour, or two unexcused tardy occurrences. A no call, no show will count as 2 occurrences.

Unexcused Tardy is defined as a tardy that is up to one hour past colleagues' scheduled start time or scheduled return time from their meal period or break. A colleague will be deemed tardy if the colleague is late to their work station at the beginning of their shift or before or after any authorized break or meal period.

Patterned Attendance is defined as a colleague who has established a pattern of unscheduled and/or unexcused absences. Examples: three or more unexcused occurrences in any given six-month period or regular unexcused absence before or after a holiday, a weekend or scheduled vacation, or a repetitive absence on a specific day of the week. Managers, in collaboration with the Human Resources Department, reserve the right to use discretion and judgment in the application of this policy for appropriate situations.

Mass Sick Earned Time colleagues have the right to earn and use up to 40 hours of job-protected sick time per year to take care of themselves and certain family members. Workers must earn at least one hour of earned sick leave for every 30 hours worked.

Workers may use earned sick time if they are ill or injured or have a routine medical appointment. They can also use earned sick time for their child, spouse, parent, or spouse's parent for the same purposes. In addition, workers may use earned sick time to deal with domestic violence involving themselves or their children.

This program is in addition to the attendance policy. Colleagues cannot be disciplined for their use Mass Sick Earned Time.

- II. **Attendance Guidelines:** Colleague absenteeism is reviewed on a retrospective basis for the previous rolling (12) months. To determine if a colleague's attendance exceeds the established acceptable limits, the number of occurrences in the twelve (12)-month period immediately preceding the current absence will be counted. A colleague's attendance is deemed to be in violation of this policy after three occurrences of unscheduled, and/or unexcused occurrences.

No Calls, No Show: Not showing up for scheduled work hours and not calling your supervisor in accordance with the department call out guidelines is unacceptable and will lead to corrective action, up to and including termination. Three consecutive days of no calls, no shows will be considered as a voluntary resignation of employment. In such cases, the terminating colleague will be considered ineligible for rehire.

Procedures

1. **Management Responsibility:** Communicates the standards within the department for attendance, the call-in procedure. The department head/manager is responsible for monitoring and ensuring compliance with this policy. Managers should maintain accurate and up-to-date records of attendance/absences from a work assignment for each colleague.
2. Should discipline be warranted, managers should follow Mercy Medical Center and its Affiliates Corrective Action policy and it should be done on a timely basis.
3. Managers are responsible for ensuring colleagues returning from a medical leave of absence and/or workers compensation leave of absence are responsible to report in to the Leave Administrator (LA). The LA will instruct the colleague on the appropriate process for returning to work and will advise the colleague's manager of the return date and any possible accommodations that may be required upon return.
4. Managers should speak with a colleague who is beginning to demonstrate poor attendance. Please document all discussions. The Employee Assistance Program should be offered to colleagues in managing issues that may be impacting their attendance, promptness, and overall adherence to scheduled hours. Managers, in collaboration with the Human Resources Department, reserve the right to use discretion and judgment in the application of this policy for appropriate situations.

When reviewing attendance records, each must be looked at on a case by case basis, with the following factors considered:

1. **Absenteeism and Absences from a work assignment**
Any of the following, if found in a colleague's attendance record, may result in corrective action up to and including termination:

- A. Frequency of absences
 - B. Patterns of absences (e.g., immediately before or after scheduled days off, partial days/reporting for work but leaving early, weekends or undesirable shifts);
 - C. Notification/failure to notify of absences, and timeliness of reporting; and
 - D. Reasons for/causes of absences.
2. Colleague Responsibility. Patient care and other business needs dictate that colleagues must be at work on a regular and timely basis, according to the standards outlined in this policy. It is, therefore, the responsibility of each colleague to maintain a regular work schedule and to secure approval in advance for time off requests.
 3. If a colleague is unable to be on duty as scheduled, he or she is required to notify the department head/manager no later than 2 hours prior to the start of the shift, or in accordance with established department policy and/or practice, which may require additional notification time. Failure to notify the department head/manager may result in disciplinary action.
 4. For colleagues covered by the paid time off benefit, to qualify for paid time off pay the colleague may be required to present proof of their clearance to return to work. After a period of three consecutive days away from work due to personal illness, a doctor's note (i.e. a physician's certification) will be required to return to work.
The manager may also suggest that the colleague be seen in Occupational Health, if there is concern about occupational and/or health risks in relation to the colleague's unscheduled absences.
 5. Colleagues returning from a disability leave of absence or workers compensation leave of absence must be cleared by Occupational Health prior to returning to active duty. The colleague must coordinate this with his or her supervisor.
 6. Implementation: During the implementation period beginning January 1, 2019, colleagues with occurrences with no disciplinary actions will start with a clean record with zero occurrences effective January 1, 2019. Any colleague that has disciplinary action related to attendance on January 1, 2019 will carry those occurrences over into the new program until March 1st 2019. If there are no occurrences between January 1st and March 1st 2019, disciplinary actions will drop from the colleague's record and they will start with a clean record as of March 1st 2019.

Approved by:

Signature on file _____

Revision Date: Jan 1998; Jan 2000; May 2005; Jan 2006; June 2007; Feb. 2012; May 2013, Dec 2017
Reviewed: Dec 2008, Dec 2018

**Attachment A – Manager's Guidelines
Absenteeism/Absences for a Work Assignment**

Applies to: **Full and Part time Colleagues**

Mass Sick Program time is used prior to any attendance policy application. Meaning that a full time colleague is provided with 5 days equaling 40 hours of time away from work due to personal illness. Colleagues may not be penalized for using Mass Sick. The application of the listed Absences is applied after all Mass Sick is exhausted.

Absenteeism/Lateness Guidelines	Action to be Taken (*note)
1 occurrence:	No formal action to be taken. The Supervisor/Manager will have a discussion with the colleague reminding them of the Attendance policy and provide them with a copy of the policy.
2 occurrences:	The Supervisor/Manager will deliver a Documented Verbal Action to include dates of occurrences, and actions to be taken to resolve the problem and informing the colleague in writing of the consequences of further Absenteeism and/or Absences from a work assignment.
3 occurrences:	The Supervisor/Manager will deliver a Written Action, noting the dates of the occurrences, referencing the previous verbal action and informing the colleague in writing of the consequences of further Absenteeism and/or Absences from a work assignment.
4 occurrences:	The Supervisor/Manager will deliver a Written Action with a one-day suspension without pay. The Written Action will note the dates of the previous occurrences and actions taken and will inform the colleague in writing of the consequences of further Absenteeism and/or Absences from a work assignment.
5 occurrences:	Termination

**Attachment B – Manager's Guidelines
Absenteeism/Absences for a Work Assignment**

Applies to:

All per diem colleagues

Mass Sick Program time is used prior to any attendance policy application. You will accrue 1 hour of sick leave for every 30 hours you work. You can earn and take up to a maximum 40 hours of sick leave per calendar year.

Non-covered absences are recorded as one incident of Absence from a work assignment and equal one unexcused occurrence. Example: If you have accrued 3 hours of sick leave and call in sick for an eight hour shift, 5 hours are non-covered absence and would equal one unexcused occurrence.

Colleagues may not be penalized for using Mass Sick. The application of the listed Absences is applied after all Mass Sick is exhausted.

Absenteeism/Lateness Guidelines	Action to be Taken (*note)
1 occurrence:	No formal action to be taken. The Supervisor/Manager will have a discussion with the colleague reminding them of the Attendance policy and provide them with a copy of the policy.
2 occurrences:	The Supervisor/Manager will deliver a Documented Verbal Action to include dates of occurrences, and actions to be taken to resolve the problem and informing the colleague in writing of the consequences of further Absenteeism and/or Absences from a work assignment.
3 occurrences:	The Supervisor/Manager will deliver a Written Action, noting the dates of the occurrences, referencing the previous verbal action and informing the colleague in writing of the consequences of further Absenteeism and/or Absences from a work assignment.
4 occurrences:	The Supervisor/Manager will deliver a Written Action with a one-day suspension without pay. The Written Action will note the dates of the previous occurrences and actions taken and will inform the colleague in writing of the consequences of further Absenteeism and/or Absences from a work assignment.
5 occurrences:	Termination

APPENDIX B PAID TIME OFF



Human Resources Model Policy No. 350.1

EFFECTIVE DATE: First Payroll
Containing January 1, 2019

POLICY TITLE:

Paid Time Off (PTO) – Program A

To be reviewed every three years by:
Trinity Health Of New England HR Leadership Team

REVIEW BY: December 1, 2021

PURPOSE

To provide a work environment that enable Employees to have a specified amount of paid time away from work to address personal needs and for rest and relaxation.

POLICY

Application of Policy

This Policy generally applies to all regular full-time and regular part-time benefits eligible Program A Employees of Trinity Health Of New England and Its Affiliates, unless specifically excluded by the terms of a collective bargaining agreement or the Employees have employment contracts or agreements that provide for different paid time off (PTO) benefits. This Policy is not applicable to any Employee who is not a Program A Employee of Trinity Health Of New England and Its Affiliates. However, if coverage under this Policy for additional Employees is required by applicable law, this Policy also applies to the Employees for whom coverage is required. Regular full-time and regular part-time employment status is determined in accordance with Human Resources Operating Policy No. 140 (Definition of Employment Classifications).

Amount of Paid Time Off (PTO)

Program A Employees begin to accrue PTO as of their date of hire by Trinity Health Of New England and Its Affiliates. A Program A Employee accrues PTO each pay period. PTO is credited to a Program A Employee's PTO bank at the end of each pay period. PTO accrues based on: (i) the hours for which the Employee is **paid** (not hours worked) during a pay period, excluding call pay and on-call hours and including a holiday benefit or short term disability, plus any unpaid low census hours during a pay period for up to 80 hours per pay period and

subject to the PTO bank maximum applicable the Employee; and (ii) the Employee's Months of Service, as follows:

Months of Service (Service Tier)*	Maximum PTO Days Accrued Per Year	PTO Accrual Rate Per Hour Paid	PTO Maximum Accrued Hours Per Pay Period (up to 80 hours taken into account)	PTO Maximum Accrued Hours Per Year (up to 2,080 hours taken into account)	PTO Bank Maximum Hours
Less 12 months (less than 1 year of employment ¹)	Up to 18	0.069231	5.538	144	216
12 months up to 59 months (1 - 4 years of employment)	21	0.080769	6.462	168	252
60 months up to 119 months (5 - 9 years of employment)	24	0.092308	7.385	192	288
120 months up to 179 months (10 - 14 years of employment)	27	0.103846	8.308	216	324
180 months or more (15 or more years of employment)	30	0.115385	9.231	240	360

*If an Employee terminates from employment with Trinity Health Of New England and Its Affiliates and the Employee does not perform an hour of service for Trinity Health Of New England and Its Affiliates or Trinity Health or any of its Ministries or Subsidiaries for more than 12 months, the Employee will lose all prior service credit for purposes of determining a Program A Employee's Service Tier (i.e., upon rehire, the Program A Employee restarts at the "Less than 12 months" Service Tier).

At any point in time a Program A Employee may have a maximum number of PTO hours in his or her PTO bank of one and one-half times (1½) times his or her annual maximum PTO accrual. This is referred to as the "PTO Bank Maximum."

Purchase of PTO

Employees may not purchase PTO that is in addition to the PTO provided under this Policy.

Using PTO

¹ A year of employment is a 12-month period measured from an Employee's hire date and each anniversary thereof.

PTO hours are available for use as soon as they are credited to a Program A Employee's PTO bank. Program A Employees are not permitted to use PTO in advance of when it is accrued or to carry a negative PTO balance in their PTO banks.

PTO may be used for pre-planned, pre-scheduled time off of work and for incidental, unexpected time off of work (e.g., a sick day). PTO may not be used to extend a resignation or retirement notice period or in lieu of a resignation or retirement notice period. For example, an Employee may not give 14 days' notice of the intent to resign from employment with Trinity Health Of New England and Its Affiliates with the intent of using nine (9) days as PTO days.

Use of PTO for Illness and Coordination of PTO with Short-Term Disability

Program A Employees must use any available accrued PTO for incidental sick days. In addition, Program A Employees eligible for short-term disability (STD) benefits from Trinity Health Of New England and Its Affiliates must utilize their PTO, if any, to satisfy the waiting period (also known as the "elimination period") before the commencement of their disability benefit payments. A Program A Employee may elect to use PTO hours to supplement the STD benefits he or she receives under the Trinity Health Of New England and Its Affiliates STD plan. However, the PTO hours used to supplement the STD benefits must result in the Employee receiving 100% of his or her base weekly wage unless that amount of PTO hours is not available. If the Employee does not have enough PTO hours available to supplement his or her STD so that the Employee receives 100% of his or her base weekly wage, the Employee must use all of his or her available PTO hours to supplement STD benefits or cannot use any of his or her available PTO hours to supplement STD benefits. In no event may the combination of STD and PTO exceed 100% of the Program A Employee's base weekly wage based on the Program A Employee's FTE status and regular base hourly rate of pay. The STD plan documents set forth the provisions regarding STD benefits and govern in the event of any conflict between this Policy and the STD plan documents.

Coordination of PTO with Long-Term Disability

A Program A Employee may not elect to use PTO hours to supplement the long-term disability benefits.

Coordination of PTO with Leaves of Absence

All available PTO hours must be used as income replacement during an intermittent Family and Medical Leave Act (FMLA) leave of absence. An Employee on an approved, non-intermittent FMLA leave of absence (also known as a continuous FMLA leave of absence) or approved, elective non-FMLA leave of absence must use all but 40 hours of PTO (pro-rated based on FTE status). In other words, an Employee on an approved, non-intermittent or continuous FMLA leave of absence or elective non-FMLA leave of absence may elect to retain up to 40 hours in his or her PTO bank.² Human Resources Model Policy No. 230 (Elective Leave of Absence Non-FMLA), Human Resources Model Policy No. 160 (FMLA Military)

² Unless otherwise required by law or a collective bargaining agreement.

and Human Resources Model Policy No. 240 (FMLA Non-Military) set forth additional information regarding leaves of absence.

Payment of PTO

PTO hours will be paid using the Employee's current base hourly rate of pay, exclusive of overtime, premium pay, shift differential, bonus, incentive pay, etc.

PTO Cash Out

Program A Employees may elect to cash out up to 80 hours of PTO that will be accrued during a subsequent calendar year. The election to cash out PTO is irrevocable and can only be made during open enrollment to avoid taxation on value of the PTO bank.

PTO Pay Out at Employment Termination

Program A Employees who have terminated from employment with Trinity Health Of New England and Its Affiliates will be paid for all earned and unused PTO hours credited to their PTO banks as of their termination date. The PTO pay out amount will be calculated by multiplying the number of accrued but unused PTO hours in the Program A Employee's PTO bank as of his or her employment termination date by his or her regular base hourly rate of pay in effect on his or her employment termination date.

Donating PTO

Program A Employees may donate hours in their PTO banks only in accordance with Human Resources Model Policy No. 355 (Paid Time Off Donation) if and when such policy is effective.

Employment Transfer

If an Employee transfers from Trinity Health Of New England and Its Affiliates to any other Trinity Health System Office or Trinity Health Ministry or vice versa, PTO bank amounts, if any, may transfer to the new location.

PTO for Sick Time

To the extent applicable state or local laws regarding PTO, paid sick leave, or other required pay leave require PTO in excess of what is otherwise provided under this Policy, the PTO provided under this Policy will be modified to comply with the applicable state or local law.

PROCEDURES

The Trinity Health Human Resources Department is responsible for establishing, implementing and enforcing Procedures, Standards or Guidelines to be followed in the implementation and application of this Policy.

SCOPE/APPLICABILITY

This is a Trinity Health Human Resources Model Policy. Therefore, Trinity Health and each Ministry and Subsidiary within the Trinity Health System shall adopt this Policy, subject to any modifications necessary to comply with applicable state and local laws and regulations, accreditation requirements or otherwise and that are approved by the Trinity Health, Vice President Total Rewards Health & Well-Being or his or her designee. However, the Ministries and Subsidiaries will adopt this Policy over a three (3)-year period in accordance with the schedule approved by the ELT.

DEFINITIONS

Employee means an employee of Trinity Health or one of its Ministries or Subsidiaries, whether that individual's status is permanent or temporary, or part- or full-time. Residents are not Employees for purposes of this Policy.

Executive Leadership Team ("ELT") means the group that is composed of the highest level of management at Trinity Health.

Ministry means a first tier (direct) subsidiary, affiliate, or operating division of Trinity Health that maintains a governing body that has day-to-day management oversight of a designated portion of Trinity Health System operations. A Ministry may be based on a geographic market or dedication to a service line or business. Ministries include Mission Health Ministries, National Health Ministries, and Regional Health Ministries.

Months of Service mean the number of complete months of service that have been credited to an Employee beginning on the Employee's hire date with Trinity Health, a Ministry or Subsidiary, including any time during an approved paid or unpaid leave of absence. Except as provided in Human Resources System Wide Procedure No. 102 (Service Credit for Trinity Health Benefit Plans and PTO), Months of Service for purposes of this Policy shall not include any month during which an Employee was not an Employee of Trinity Health or a Ministry or Subsidiary, including any month prior to a month in which an entity becomes a Ministry or Subsidiary.

Policy means a statement of high-level direction on matters of strategic importance to Trinity Health, a Ministry and/or a Subsidiary or a statement that further interprets to Trinity Health's, a Ministry's and/or a Subsidiary's governing documents.

Procedure means a document designed to implement a Policy or a description of specific required actions or processes.

Program A **Employee** means the following benefits eligible Employees based on job management level in Workday who are not physicians or advanced practice clinicians:

Job Management Level in Workday
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Supervisor
Coordinator
All other positions (clinical and nonclinical) not including Senior Officer, Vice President, Director and Manager

Regional Health Ministry ("RHM") means a first tier (direct) subsidiary, affiliate or operating division of Trinity Health that maintains a governing body that has day-to-day management oversight of a designated portion of Trinity Health system operations. RHMs may be based on a geographic market or dedication to a service line or business.

Standards or Guidelines mean additional instructions and guidance which assist in implementing Procedures, including those developed by accreditation or professional organizations.

Subsidiary means a legal entity in which a Trinity Health Ministry is the sole corporate member or sole shareholder.

RESPONSIBLE DEPARTMENT

Further guidance concerning this Policy may be obtained from the Trinity Health Human Resources Department.

RELATED POLICIES, PROCEDURES AND OTHER MATERIALS

List and hyperlink:

- Human Resources Model Policy No. 260 (Holiday Benefit)
- Human Resources Policy No. 140 (Definition of Employment Classifications)
- Human Resources Model Policy No. 355 (Paid Time Off Donation)
- Human Resources Model Policy No. 160 (Elective Leave of Absence Non-FMLA)
- Human Resources Model Policy No. 230 (FMLA Military)
- Human Resources Model Policy No. 240 (FMLA Non-Military)
- Human Resources Model Policy No. 10 (Rehire)

APPROVALS

Initial Approval: *January 2019*

Leonard F. Pansa
Sr. VP and CHRO, Trinity Health Of New England

Date

APPENDIX C: HOLIDAYS

Human Resources Model Policy No. 260

EFFECTIVE DATE: First Payroll
Containing January 1, 2019

POLICY TITLE:

Holiday Benefit

To be reviewed every three years by:
Trinity Health Of New England HR Leadership Team

REVIEW BY: December 1, 2021

PURPOSE

To provide Employees paid time away from work when a recognized holiday occurs.

POLICY

Application of Policy

This Policy generally applies to all regular full-time and regular part-time benefits eligible Employees of Trinity Health Of New England and Its Affiliates, as defined in Human Resources Operating Definition of Employment Classifications), unless specifically excluded by the terms of a collective bargaining agreement or the Employees have employment contracts or agreements that provide for different holiday benefits. However, this Policy is not applicable to any Employee who is a Senior Officer or Vice President on Trinity Health System Office payroll. If coverage under this Policy for additional Employees is required by applicable law, this Policy also applies to the Employees for whom coverage is required.

Recognized Holidays

A holiday benefit under this Policy will be paid for the following recognized holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Float Holiday

One of the following applies when a recognized holiday falls on a Saturday or Sunday depending on the applicable timekeeping system:

- If the recognized holiday falls on a Saturday, it may be observed on the Friday before the holiday and, if a recognized holiday that falls on a Sunday, it may be observed on the Monday following the holiday; or
- The recognized holiday will be observed on the day it falls.

An Employee should contact his or her supervisor or manager regarding which of the above is applicable.

A "Float Holiday" is any day elected by an Employee with his or her supervisor's or manager's pre-approval. A Float Holiday is available to an Employee as of his or her date of hire regardless of when the date of hire occurs during a calendar year as long as the date of hire is before the last day of the last pay period of the year. A Float Holiday for a calendar year must be taken on or before the last day of the last pay period of the year. A Float Holiday for one calendar year does not accrue and will not be carried forward to a following calendar year and is not paid out if not used, except as otherwise required by applicable state law. If required by applicable state law, the unused Float Holiday for a calendar year will be paid as soon as administratively practicable following the end of the calendar year or the Employee's termination of employment during the calendar year, if applicable.

A "Float Holiday" must be taken in a single day and cannot be split. In addition, a Float Holiday may not be used as an Employee's final day of employment.

Holiday Benefit Payment

Employees are eligible for the paid holiday benefit as of their date of hire by Trinity Health Of New England and Its Affiliates and there is no eligibility waiting period. A holiday benefit will be paid at the Employee's current base hourly rate of pay, exclusive of overtime, premium pay, shift differential, bonus, incentive pay, etc. A holiday benefit is paid on the day of the recognized holiday, including the date a Float Holiday is used by an Employee, even if the Employee is not normally scheduled to work on that day. A holiday benefit will be paid on the holiday regardless of whether the Employees calls out on the day before or after the holiday. Attendance issues will be managed in accordance with the applicable attendance policy.

Employees will receive a holiday benefit for a recognized holiday based on their full-time equivalent (FTE) status as follows:

FTE Status	Holiday Hours Per Day
1.0	8
0.9	7.2
0.8	6.4
0.7	5.6
0.6	4.8
0.5	4

Non-Exempt Employees

Non-exempt Employees, whether they work or do not work on a recognized holiday under this Policy, will receive a holiday benefit for up to maximum of eight (8) hours in accordance with the table above. For example, a 1.0 FTE whose normally scheduled hours for a work day are not eight (8) hours (e.g., 10 hours), will receive eight (8) hours of holiday benefit pay for a holiday; a 0.9 FTE will receive seven and two tenths (7.2) hours of holiday benefit pay for a holiday, etc.¹

With respect to a less than 1.0 FTE non-exempt Employee, if a recognized holiday under this Policy falls on a date that the Employee is regularly scheduled to work, the Employee will receive a holiday benefit prorated based on his or her FTE status for that day. For example, if a 0.6 FTE Employee normally works five (5) hours on a day that is a recognized holiday (not including a Float Holiday elected by the Employee), and the Employee works on the holiday, the Employee will receive five (5) hours of holiday pay and four and eight tenths (4.8) hours of holiday benefit pay for that day.

A non-exempt Employee may elect to supplement his or her holiday benefit for a recognized holiday with paid time off ("PTO"). For example, if a 0.6 FTE Employee normally works five (5) hours on a day that is a recognized holiday (not including a Float Holiday elected by the Employee), and the Employee does not work on the holiday, the Employee will four and eight tenths (4.8) hours of holiday benefit pay for that day and may elect to supplement the addition two tenths (.2) hours with PTO.

Whether an Employee is exempt or non-exempt is determined in accordance with the Fair Labor Standards Act. Generally, a non-exempt Employee is an Employee who is paid on an hourly basis and an exempt Employee is an Employee who is paid on a salaried basis.

Exempt Employees

Exempt Employees will be provided a paid holiday benefit for a recognized holiday under this Policy for up to a maximum of eight (8) hours based on their FTE status in accordance with the table above. If the exempt Employee's worked hours and paid holiday benefit hours for a pay period are less than the Employee's FTE status, the Employee may elect to supplement the difference with PTO if the Employee is not able to flex schedule for that pay period. For example, if a 0.8 exempt FTE is regularly scheduled to work four (4) 12 hour shifts and two (2) eight (8) hours shifts per pay period, a recognized holiday falls on day when the Employee is regularly scheduled to work a 12 hour shift and the Employee does not work on that day, the Employee will receive 6.4 hours of holiday pay (8 hours x 0.80 = 6.4 hours) plus 52 hours of regular pay for that pay period for worked shift. The Employee may supplement the holiday benefit with 5.6 hours of PTO to bring the Employee to his or her .8 FTE hours per pay period of 64 hours.

If a recognized holiday falls on a date that a less than 1.0 FTE exempt Employee is not regularly scheduled to work, the Employee will receive holiday benefit pay on the holiday

¹ A non-exempt Employee will receive holiday pay for all hours worked on a holiday (including shift differential when applicable) in accordance with the ministry's normal pay policy or practice in addition to receiving a holiday benefit.

based on his or her FTE status and the table above, and the Employee will be expected to work with his or her manager or supervisor to adjust his or schedule for the rest of the same pay period to account for the holiday benefit and remain within his or her FTE hours for that pay period. For example, if a recognized holiday falls on a Tuesday and a 0.5 FTE Employee that normally works three (3) eight (8) hour days in one week and two (2) eight (8) hour days the next week does not work that day, the Employee will be paid a holiday benefit for four (4) hours for that Tuesday and should take four (4) hours of PTO or adjust his or her schedule an additional four (4) hours within the same pay period to remain at his or her FTE hours for that pay period.

If an exempt Employee works on a recognized holiday, the Employee will be expected to work with his or her manager or supervisor to adjust his or schedule for the rest of the same pay period to account for the holiday benefit and remain within his or her FTE hours for that pay period. For example, if a recognized holiday falls on a Tuesday and an exempt Employee works on the holiday, the Employee should work with his or her manager or supervisor to take another day off during the pay period in which the holiday occurred.

Holiday Benefit While on a Leave of Absence

When a recognized holiday under this Policy occurs while an Employee is using PTO during a leave of absence due to vacation, during the elimination period for short term disability benefits for a self-health condition, for a self-health condition where no short term disability benefits are payable, due to a family member's health condition, for baby bonding or elective leave, the Employee will receive a holiday benefit in accordance with the above instead of using PTO hours for that day. However, if the Employee is less than a 1.0 FTE, the Employee may elect to supplement the holiday benefit received with PTO.

If a recognized holiday under this Policy while an Employee is on a leave of absence due to a self-health condition and is receiving short term disability benefits (even if the Employee is supplementing the short term disability benefits with PTO), salary continuation, long-term disability benefits, state paid disability benefits, state paid family leave benefits (self-health or family-health condition) or workers' compensation, the Employee will not receive a holiday benefit in accordance with the above. In addition, no holiday benefit is paid to an Employee during any unpaid leave of absence.

PROCEDURES

The Trinity Health Human Resources Department is responsible for establishing, implementing and enforcing Procedures, Standards or Guidelines to be followed in the implementation and application of this Policy.

SCOPE/APPLICABILITY

This is a Trinity Health Human Resources Model Policy. Therefore, Trinity Health and each Ministry and Subsidiary within the Trinity Health System shall adopt this Policy, subject to any modifications necessary to comply with applicable state and local laws and regulations, accreditation requirements or otherwise and that are approved by the Trinity Health, Vice

President Total Rewards Health & Well-Being or his or her designee. However, the Ministries and Subsidiaries will adopt this Policy over a three (3)-year period in accordance with the schedule approved by the ELT.

DEFINITIONS

Employee means an employee of Trinity Health or one of its Ministries or Subsidiaries, whether that individual's status is permanent or temporary, or part- or full-time. Residents are not Employees for purposes of this Policy.

Executive Leadership Team ("ELT") means the group that is composed of the highest level of management at Trinity Health.

Ministry means a first tier (direct) subsidiary, affiliate, or operating division of Trinity Health that maintains a governing body that has day-to-day management oversight of a designated portion of Trinity Health System operations. A Ministry may be based on a geographic market or dedication to a service line or business. Ministries include Mission Health Ministries, National Health Ministries, and Regional Health Ministries.

Mission Health Ministry ("MHM") means first tier (direct) subsidiaries of Trinity Health that have oversight of non-institutional health operations and/or grant making.

National Health Ministry ("NHM") means first tier (direct) subsidiaries that have day-to-day management oversight of a business line throughout the Trinity Health.

Policy means a statement of high-level direction on matters of strategic importance to Trinity Health, a Ministry and/or a Subsidiary or a statement that further interprets to Trinity Health's, a Ministry's and/or a Subsidiary's governing documents.

Procedure means a document designed to implement a Policy or a description of specific required actions or processes.

Regional Health Ministry ("RHM") means a first tier (direct) subsidiary, affiliate or operating division of Trinity Health that maintains a governing body that has day-to-day management oversight of a designated portion of Trinity Health system operations. RHMs may be based on a geographic market or dedication to a service line or business.

Standards or Guidelines mean additional instructions and guidance which assist in implementing Procedures, including those developed by accreditation or professional organizations.

Subsidiary means a legal entity in which a Trinity Health Ministry is the sole corporate member or sole shareholder.

RESPONSIBLE DEPARTMENT

Further guidance concerning this Policy may be obtained from the Trinity Health Human Resources Department.

RELATED POLICIES, PROCEDURES AND OTHER MATERIALS

List and hyperlink:

- Human Resources Model Policy No. 350.1 (Paid Time Off (PTO) – Program A)
- Human Resources Model Policy No. 350.2 (Paid Time Off (PTO) – Programs B and C)
- Human Resources Policy No. 140 (Definition of Employment Classifications)

APPROVALS

Initial Approval: *January 2019*

Leonard F. Pansa
Sr. VP and CHRO, Trinity Health Of New England

Date

APPENDIX D: 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.

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.

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 \$.025 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 30minute 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

FOR THE HOSPITAL