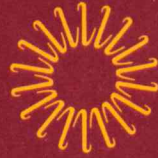


# AGREEMENT

Between



**Rhode Island Hospital**

and



**Teamsters Local Union No. 251,  
International Brotherhood of Teamsters  
2019-2024**

**Matthew Taibi**

Secretary Treasurer/Principle Officer

**Paul Santos**

President

**Antonio Suazo**

*Assistant Business Agent*

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## **Agreement**

Agreement made and entered into this 1st day of April, 2019 by and between General Teamsters Local Union 251 affiliated with the International Brotherhood of Teamsters, hereinafter called the “Union” and Rhode Island Hospital, hereinafter called the “Employer” or “Hospital”.

## **Preamble**

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

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

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

## **Article 1 – Separability**

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

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

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

## **Article 2 – Non-Discrimination**

### **Section 1.**

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

### **Section 2.**

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

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

## **Article 3 – Recognition – Skilled Maintenance**

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

**Article 4 – Recognition – Non-Clinical and Clinical Support**

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

**Article 5 – Union Security**

**Section 1.**

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

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

**Section 2.**

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

**Section 3.**

If any provision of this Article is invalid under the law of any state wherein this Agreement is executed, such provisions shall be modified to comply with requirements of state law or shall be renegotiated for the purpose of adequate replacement. If such negotiations shall not result in a mutually satisfactory agreement, the Union shall be permitted all legal or economic recourse.

**Article 6 – Check-off of Dues**

**Section 1.**

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

**Section 2. – Authorization and Deduction.**

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



**Article 7 – Management Rights**

The Hospital retains the right to manage the operations of the Hospital and direct the working force; hire employees of its own selection; maintain order and efficiency; extend, maintain, curtail or terminate its operations, determine the type and amount of equipment to be used and the assignment of work; transfer employees; discipline, suspend or discharge employees for just cause; layoff for lack of work; determine the number of shifts, the number of days in the workweek, the hours of work and the number of persons to be actively employed by the Hospital at any time; post and require employees to observe reasonable rules and regulations; determine the methods and schedules of all services; set standards of professional conduct, productivity and performance; subcontract work; permit supervisory and/or temporary employees to perform bargaining unit work; and, in general, to determine what work should be performed as well as when, where, how and by whom such work shall be performed. These enumerated rights of management are not all inclusive. Except as expressly limited by specific provisions of this Agreement, the Hospital retains all rights which pre-existed this Agreement.

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

**Section 1.**

The basic work week for full-time employees consists of thirty-five (35) to forty (40) hours of work per week. The work week consists of the seven consecutive days beginning with the day shift on Sunday. The basic schedule for full-time employees shall include two days off in each week. The basic day for full-time employees shall consist of shifts of eight (8), ten (10) or twelve (12) hours of work per day.

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

**Section 2.**

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

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

**Section 3.**

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

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

**Section 4.**

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

- Day shifts shall begin at or after 7:00 a.m. and end at or before 8:30 p.m.
- Evening shifts shall begin at or after 2:00 p.m. and end at or before 3:30 a.m.
- Night shifts shall begin at or after 7:00 p.m. and end at or before 8:30 a.m.

**Section 5.**

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

**Section 6.**

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

**Section 7.**

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

**Section 8.**

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

**Section 9.**

Employees regularly scheduled to work six (6) hours or more shall receive a fifteen-minute (15) paid rest period to be scheduled by the department and exclusive of a one-half hour unpaid meal period (recognized and established departmental policies to the contrary in effect prior to the effective date of this agreement will be continued, provided that eligible employees shall receive at least the minimums provided by this paragraph). The meal period shall be duty-free with the understanding that employees will exercise professional judgment and respond to emergencies, if necessary, during the meal period. In such cases, if a meal period is interrupted in order to respond to an emergency, the employee will be given a substitute meal period or paid in lieu thereof. An employee whose working day is ten (10) hours or more will be granted an additional fifteen-minute (15) paid rest period to be taken as soon after the eight (8) hour shift ends as is reasonably possible.

**Section 10.**

A work schedule shall be posted at least two (2) weeks in advance of the first day on which the schedule is to be effective. Specific work schedules for each department or unit/section shall be prepared covering a period of at least four (4) weeks unless there is currently a longer period. For unplanned circumstances such as resignations or absences, when changes to the posted schedule are necessary, they would affect employees in inverse order of seniority among the available, qualified employees on a rotating basis. Such changes would be made only after every effort has been made to provide alternate means of coverage including, but not limited to the solicitation of volunteers, assignment of per diems or assignment of permanent floats.

**Section 11.**

Rotation refers to temporary reassignment of employees from their regular shift to another shift. Employees may be rotated according to departmental needs, provided employees initially hired with or subsequently given the specific

understanding that they would work no rotations and who have not worked a significant number of rotations contrary to such an understanding prior to the effective date of this agreement will not be required to rotate.

**Section 12.**

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

**Section 13.**

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

**Section 14.**

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

**Section 15.**

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

**Section 16.**

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

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

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

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

**Section 17.**

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

**Article 9 – Categories of Employees and Payroll Types**

**Bi-Weekly Payroll**

**Section 1. – Full-time Exempt.**

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

**Section 2. – Regular Part-time Exempt.**

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

**Weekly Payroll**

**Section 3. – Full-time Non-exempt.**

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

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

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

**Section 5. – Per Diem.**

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

**Temporary – Full-time or Part-time**

**Section 6.**

Employees hired for a specified period of time on a temporary basis not to exceed nine (9) months. Temporary employees will receive no less than the starting rate for the classification. Temporary employees will not accrue seniority or bidding rights and will be informed of their temporary status at the time of hire. The Hospital agrees that temporary employees and per diem employees will be employed consistent with the Hospital’s current practice.

**Article 10 – No Strike – No Lockout**

**Section 1.**

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

**Section 2.**

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

**Section 3.**

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

**Section 4.**

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

**Article 11 – Union Representation and Stewards**

**Section 1.**

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

**Section 2.**

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

**Section 3.**

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

**Section 4.**

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

**Section 5.**

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

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

**Section 6.**

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

**Section 7.**

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



Union representative present during the interview. If requested, the interview will be suspended until a Steward is available. If none is available, the employee will not be required to continue the interview.

### **Section 8.**

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

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

### **Section 9.**

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

#### **Section 10.**

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

- a) Skilled Maintenance Unit – one (1) employee up to (6) six months in a calendar year, two (2) employees up to (2) two weeks each in a calendar year.
- b) All Other Non-Clinical and Clinical Support– two (2) employees up to (6) six months in a calendar year, and eight (8) employees up to (2) two weeks each in a calendar year.
- c) Should three (3) employee(s) be elected or appointed to a full-time Union position, the unpaid leave shall be for the duration of this contract. Such leave is not subject to operational need, with any accrued benefits frozen without continuation until such employee(s) returns to active duty.
- d) Except that during the period of collective bargaining, the Liaisons of the aforementioned bargaining units will be relieved of their regular duties to attend negotiations.

#### **Section 11.**

At the time of hire, the Hospital will advise all new workers in the unit that the Union is their collective bargaining representative. During their first day of work, such workers will be given a copy of the collective bargaining agreement and the name of their Union Steward. At a mutually agreeable time during new employee orientation, Teamster represented employees will be invited to meet with the Union for up to twenty (20) minutes.

#### **Section 12.**

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

**Section 13.**

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

**Section 14.**

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

**Section 15.**

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

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

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

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

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

## **Article 12 – Employment, Postings and Transfer Practices**

### **Section 1.**

Employees who have completed the probationary period and have served a total of six (6) months of continuous service in their current position will be considered for posted openings. Employees hired after April 11, 2019 be considered after twelve (12) months of continuous service. The time frames may be waived in instances where other internal candidates are not qualified.

After a position is posted the successful applicant will be placed in that position;

- Fourteen (14) days after a replacement has been in the position: or
- Within thirty (30) days after the vacated position is awarded, provided that a qualified replacement is available.

In any event, the successful applicant will be placed in that position no later than within sixty (60) days after that position was awarded.

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

### **Section 2.**

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

**Section 3.**

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

**Section 4.**

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

**Section 5.**

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

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

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

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

**Section 6.**

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

**Section 7.**

Postings will identify job title, schedule (days of week and hours), department and pay code. Applicants, upon request, will be provided with a copy of the job description of the job for which they are applying. Postings will include a statement that applicants may request a job description from Human Resources. Job descriptions will accurately match the posted job. A copy of all postings shall be emailed or faxed to the Union on the day of the posting.

**Section 8.**

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

**Section 9.**

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

**Section 10.**

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

**Section 11.**

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

**Section 12.**

Opportunities for permanent increases in regularly scheduled hours of four (4) or more per week will be posted for seven (7) days within the department. Among those qualified applicants with equal experience, skills and abilities, Hospital-wide seniority will prevail. Regularly scheduled hours will not be added incrementally to evade the intent of this section.

**Section 13.**

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

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

**Section 14.**

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

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

### **Section 1.**

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

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

### **Section 2.**

**STEP 1** Within ten (10) days of the occurrence or non-occurrence which gives rise to the grievance, the aggrieved employee shall discuss the grievance with his/her immediate supervisor, however, an employee aggrieved by a violation of the wage provisions of this agreement may initiate a grievance at any reasonable time after the employee discovers the violation. If requested by the employee, the employee may be accompanied by a Union Steward. Notice to an employee of a decision shall trigger the timeliness requirement of this step.

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

**STEP 3** If the second step answer is not accepted, then the written grievance may be submitted by the Union to the Human Resources Vice President or designee to this third step of the grievance procedure within five (5) days following receipt of the second step answer. A grievance presented in this step must be reduced to writing, and



reasonably describe the dispute or complaint, and be signed by an authorized Union representative. A meeting between authorized Hospital representatives and the business agent of Local 251, or designated international representative, shall be held within seven (7) days after submission of a grievance into this third step. The Hospital's answer to the grievance presented at this third step shall be reduced to writing and given to the Union within seven (7) days after the third step meeting. The Hospital shall provide a written response to all grievances presented at Step 3.

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

Grievances presented to the American Arbitration Association must be submitted separately and may not be combined for purposes of arbitration. The American Arbitration Association shall direct each grievance to be heard, in rotation in order from the following list of six (6) arbitrators Marcia Greenbaum, Larry Holden, Mark Pfeiffer, Sarah Garraty, Marc Greenbaum, Craig Overton.<sup>1</sup> The parties acknowledge their mutual desire for diversity in their arbitration panel. Should any of these arbitrators decline an appointment, or be unable to offer a hearing date mutually acceptable within six (6) months from submission (three (3) months for discharge cases), the grievance shall be referred in turn to the next arbitrator on the list. In all discharge cases, briefs, if any, must be filed within fourteen (14) days after the close of hearing, unless a stenographic record is requested, and shall be limited to fifteen (15) pages in length. The arbitrator's decision shall be issued within thirty (30) days of receipt of the briefs.

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<sup>1</sup> The parties shall submit an initial ranked list of 15 arbitrators each, with all matches automatically included. If a total of 8 additional arbitrators is not reached, the parties shall submit an unranked list of 8 arbitrators each, with matches automatically added. The parties will then strike on an alternating basis 1 arbitrator for the other party's list until sufficient arbitrators remain to reach a total of 6. The party who will strike first will be determined by a coin flip. If during the term of the Agreement, the arbitrator list drops below 6, the parties will use the same method to update the list.

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

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

**Section 3.**

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

**Section 4.**

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

**Section 5.**

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

**Section 6.**

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

**Section 7.**

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

**Section 8.**

All financial resolutions will be directed to the Business Agent.

**Article 14 – Probationary Period**

**Section 1.**

All new and rehired employees are considered to be in probationary period during the first ninety (90) calendar days of employment. The Hospital may extend the probationary period for up to an additional sixty (60) days upon written notice to the employee and the Union. Employees rehired within three (3) months of their termination in the same classification will not be required to serve another probationary period. Employment may be terminated at the discretion of the Hospital at any time during the probationary period without recourse to the grievance and arbitration procedure.

**Section 2.**

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

**Article 15 – Seniority**

**Section 1. – Definition.**

Seniority means length of continuous employment from the most recent date of hire. Supervisors returning to a bargaining unit position within six (6) months of leaving the bargaining unit will be credited with seniority accrued only through the first line supervisory level. The Hospital agrees to meet with the Union in an effort to avoid said supervisor or non-unit personnel from displacing bargaining unit employees.

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

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

**Section 2. – Restoration after Termination.**

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

**Section 3. – Loss of Seniority.**

Seniority will be lost by:

- a. Resignation/Voluntary Quit except in cases where Section 2 above applies.
- b. Discharge for just cause.
- c. Unauthorized Leave of Absence.
- d. Failure to report on time from an approved Leave of Absence without prior approval for an extension
- e. Employees who are absent from work and fail to call in to their supervisor for three (3) scheduled work days and who have not been granted a Leave of Absence during that three (3) day period or who do not present evidence satisfactory to the Hospital showing they were unable to report, or proof of their inability to report back due to genuine emergency beyond the control of the employee will be deemed to have quit with resultant loss of seniority.
- f. Failure to return within two (2) weeks from layoff after being recalled by certified mail. However, employees shall not be denied further consideration for recall by declining to accept recall to a position which provides less pay, differs in content, is on a different shift or with different weekly hours from the position from which they were laid off.
- g. Failure to be recalled from layoff for a period of twelve (12) months or the employee's length of continuous service, whichever is shorter.

**Section 4. – Seniority Date.**

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

**Section 5. – Leave of Absence.**

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

**Section 6. – Seniority List.**

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

**Article 16 – Layoffs and Recalls**

**Section 1.**

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

**Section 2.**

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

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

**Section 3.**

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

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

**Section 4.**

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

**Section 5.**

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

**Section 6.**

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

**Section 7.**

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

**Section 8.**

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

**Section 9.**

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

**Section 10. – Rights of Employees Bumped.**

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

**Section 11.**

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

**Section 12.**

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

**Section 13.**

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

**Section 14.**

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

**Article 17 – Discharge or Discipline**

**Section 1.**

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

**Section 2.**

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

**Section 3.**

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

**Section 4.**



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

**Section 5.**

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

**Article 18 – Paid Leaves of Absence**

**Section 1.**

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

**Section 2. – Bereavement/Funeral Leave.**

Employees shall be granted bereavement leave for up to three (3) consecutive scheduled work days in the event of the death of a member of the immediate family. “Immediate family” means the employee’s parent, grandparent, great-grandparent, legal guardian, spouse, domestic partner/same sex domestic partner, child, grandchild, great-grandchild, sibling, parent in-law, son or daughter-in-law, brother or sister-in-law, any relative who is a member of the employee’s household.

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

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

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

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

### **Section 3. – Military Training Leave.**

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

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

Payment for such leave will be the difference between the employee's regular straight-time weekly earnings plus shift differentials for employees regularly assigned to evening or night shift and any payments by the military. Employees are required to submit military pay vouchers to their supervisor upon returning from military duty in order for payment to be made.

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

### **Section 4. – Jury Duty and Related Absences.**

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

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

When, on behalf of the Hospital, or when required by a government agency, an employee is required to appear in court, attends the taking of depositions, or appears at external fact-finding or investigatory hearings, the time will be

considered hours worked and will be paid as such. For such appearances, reasonable expenses related to mileage, parking and/or meals will also be reimbursed when accompanied by receipts or other records of payment.

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

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

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

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

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

## **Article 19 – Sick Time**

### **Section 1.**

Full-time and part-time employees with regularly scheduled hours of twenty (20) or more per week shall accrue at the rate of up to ten (10) sick days totaling eighty (80) hours per year. Accruals of sick time begin with the first pay

period following the date of employment and occur for each subsequent pay period in which the employee is at eligible hours. Accrued sick hours are available for use by these employees beginning with the first pay period following the completion of the initial probationary period.

**Section 2.**

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

**Section 3.**

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

**Section 4.**

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

**Section 5.**

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

**Section 6.**

Employees who file for and are determined to be eligible for Rhode Island Temporary Disability Insurance or workers compensation may receive from the employee's available sick hours the difference between the employee's

regular straight-time weekly earnings, plus shift differentials for employees regularly assigned to evening or night shifts, and temporary disability insurance payment or workers compensation payments or the employee may receive the full sick hours he/she is entitled to under the preceding paragraph.

**Section 7.**

Employees may be required to produce written verification or other proof of illness or disability insurance payments before sick time is paid. Written verification will not be required except when absences are for three (3) or more consecutive work days or there is a reasonable basis to suspect abuse. Upon returning to work after an absence due to illness, injury or disability for three (3) consecutive days or more or when there is a reasonable basis for concern regarding the employee's fitness to return to duty, employees may be required to be examined in the Personnel Health Clinic or certified fit to return to duty.

**Section 8.**

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

**Section 9.**

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

Effective January 1, 2004: Annually in the first calendar quarter, employees eligible to use sick time who have used less than one-half the sick hours accrued during the previous calendar year have the option to be paid for the balance of their previous annual sick hour accrual at the rate of 80%. For example, if the employee accrued eighty (80) sick

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

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

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

Effective upon ratification of the 2019-2024 agreement, employees who have completed one (1) year of employment and who have worked at least 1,040 hours during the prior twelve months of their employment at the Hospital are eligible for medical and/or family leaves of absence based on the following:

- Up to 5 years of employment – 13 weeks in a twelve-month period  
5 years to 10 years of employment – 26 weeks in a twelve month period  
10 years up to 20 years employment – Employees who have exhausted the 26 weeks leave are eligible for up to an additional 26 weeks for a total of 52 weeks during a 24 month period
- 20 years or more employment – Employees will be eligible for up to 18 months leave in a 24 month period. Employees will be required to pay the full cost of their health insurance premiums following the completion of 12 months (52 weeks) of leave.

Such leaves of absence are for the following purposes:

### **Section 2.**

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

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

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

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

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

### **Section 3.**

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

### **Section 4.**

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

### **Section 5.**

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

**Section 6.**

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

**Section 7.**

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

**Section 8.**

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

Employees who return from a leave of absence under this Section 8 within twelve (12) months from when the leave began will be reinstated to the position which the employee held at the start of the leave, or to an equivalent position. An equivalent position shall ordinarily mean the same classification, pay, benefits and shift, and the same or equivalent work schedule.

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

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



**Section 9.**

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

**Section 10. – Educational and Personal Leaves of Absence.**

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

**Section 11.**

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

**Section 12.**

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

**Section 13.**

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

**Section 14. – Military Leaves of Absence.**

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

**Section 15.**

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

**Section 16. – Returning from Unpaid Leaves of Absence.**

- A. Employees who return from any approved leave of absence within thirteen (13) weeks from when the leave began will be reinstated to the position which the employee held at the start of the leave, or to an equivalent position. An equivalent position shall ordinarily mean the same classification, pay, benefits and shift, and the same or equivalent work schedule.
- B. Employees who return from an approved leave of absence within fourteen (14) through twenty-six (26) weeks from when the leave began will be offered an equivalent position, or their former position if the position is still vacant. An equivalent position shall in this instance mean the same classification, pay, benefits and an equivalent work schedule, unless the same shift and same or equivalent work schedule is available.
- C. Employees who return from an approved leave following twenty-six (26) weeks of absence shall be offered the opportunity to fill available vacancies for which the employee is qualified. If there are none, the employee will be eligible to bid on vacancies that arise for a period of twelve (12) months from the date the employee is available to return to work.
- D. While the Hospital cannot guarantee reinstatement to the employee's former position beyond a thirteen (13) week period, the Hospital will return the employee to their former position if the position is still vacant at the time the employee is available to return to full duty status.

E. Employees who extend medical or family leaves in excess of the appropriate maximum by obtaining approved personal leaves are not guaranteed such reinstatement on returning from the personal leave. An employee terminated on return from a personal leave of absence under this paragraph will be placed on recall under the terms of Article 16 and recalled if there is a position for which they are qualified at the time of recall.

## **Article 21 – Health and Safety**

### **Section 1.**

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

### **Section 2.**

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

### **Section 3.**

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

### **Section 4.**

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

### **Section 5.**

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

**Section 6.**

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

**Section 7.**

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

**Section 8.**

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

**Section 9.**

A work-related illness or injury while on duty will be reported to the employee's immediate supervisor or department head. The employee should also report to the Hospital's employee health clinic. The employee may seek treatment from their preferred medical treatment option. The Union shall be provided updates to be able to address safety issues and follow up with employees.

**Section 10.**

For any employee who suffers a work-related injury or illness, the use of the Emergency Room facility and treatment will be provided at no charge when employee health clinic is closed, upon referral from employee health clinic or when the nature of the injury requires immediate services. If referred by the Emergency Room or employee health clinic, treatment by any physician or clinic within the Hospital also will be at no cost to the employee. For non-work related injury or illness which affects an employee while on duty, the initial exam by the employee health clinic will be at no cost to the employee. In any such instance, the employee may seek treatment from their preferred medical treatment option.

**Section 11.**

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

**Section 12.**

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

**Section 13.**

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

**Article 22 – Light Duty and Alternative Assignment**

**Section 1.**

When an employee is able to work, but at less than full capacity, the Hospital will reasonably accommodate the employee through a reduced work load, reduced hours, or other consideration in his/her position provided the employee is able to perform the essential functions of his/her position. Light duty will take into account physical and health limitations and restrictions on the employee. The employee will be returned to the full duties of his/her position and status without prejudice upon return from light duty. Employees shall receive their full pay and benefits while on light duty. Light duty assignments shall be of limited duration not to exceed ninety (90) days, unless extended by mutual agreement between the Hospital and the employee after the first ninety (90) days. Employees who are disabled and cannot perform the essential functions of their job with reasonable accommodation may use available sick time or medical leave as provided in this Agreement. While on light duty, employees may

make up any loss of regularly scheduled straight time earnings through the use of any available sick time/workers' compensation payments.

**Section 2.**

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

**Article 23 – Miscellaneous**

**Section 1. – Personal Identification.**

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

**Section 2. – Contract Printing.**

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

**Section 3. – Pay.**

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

Employees' pay stubs shall indicate the following:

1. employee's accrued vacation time
2. employee's available sick time
3. employees' available holiday time

4. and all deductions and information (i.e. shift status, pay rate, etc.) currently being identified on pay stubs, as well as other deductions that may be specifically required elsewhere in this agreement.

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

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

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

#### **Section 4. – Cafeteria Hours and Prices.**

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

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

- a. The Hospital shall continue to permit charitable giving through payroll deduction for Hospital fund-raisers and the United Way.
- b. The Hospital shall continue to provide payroll deductions for savings bond purchases.
- c. The Hospital shall continue to provide the option of direct deposits, including N.E. Teamsters Federal Credit Union, which employees may use for Christmas Clubs if provided by their banks.

**Section 6. – Smoking.**

The Hospital shall continue its non-smoking policy.

**Section 7. – Parking.**

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

**Section 8. – Meals and Beverages.**

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

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

**Section 9. – Orientation.**

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

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

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



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

**Section 10. – Lockers.**

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

**Section 11. – Fitness Center.**

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

**Section 12. – Child Care.**

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

**Section 13. – The Employee Fund.**

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

**Section 14. – Notaries.**

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

**Section 15. – Surveys.**

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

**Section 16.**

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

## **Article 24 – Job Change and Restructuring**

### **Section 1.**

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

### **Section 2.**

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

### **Section 3.**

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

### **Section 4.**

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

### **Section 5.**

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

**Section 6.**

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

**Article 25 – Teamster/Rhode Island Hospital Scholarship Fund**

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

**Article 26 – Tuition Assistance Program**

**Section 1.**

Full-time employees (thirty-five (35) or more standard hours) are eligible for tuition reimbursement from date of employment, provided they maintain full time status and remain actively employed for the duration of the school term for which assistance is requested. Reimbursement will be provided for 75% of tuition costs, up to a maximum of \$1,250.00 per calendar year.

**Section 2.**

Part-time employees with regularly scheduled weekly hours of twenty (20) or more but less than thirty-five (35) are eligible for a non- prorated assistance of \$625.00 per calendar year after six (6) months of active employment for course(s) beginning on or after the eligibility date, provided they maintain part-time status of at least twenty (20) regularly scheduled weekly hours and remain actively employed for the duration of the school term for which

assistance is requested. Employee must pay the full cost of the course and then, upon successful completion of the course Lifespan will reimburse 75% of the cost, up to a maximum of \$1,250/year for full time employees and \$625/year for part time employees.

### **Section 3.**

Tuition costs for the following courses are eligible for reimbursement:

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

### **Section 4.**

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

### **Section 5.**

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

### **Section 6.**

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

## **Article 27 – Employee Assistance Programs**

### **Section 1.**

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

**Section 2.**

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

**Section 3.**

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

**Article 28 – Uniforms**

**Section 1.**

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

**Section 2.**

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

**Section 3.**

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

**Section 4.**

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

**Section 5.**

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

**Section 6.**

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

**Article 29 – Holidays**

**Section 1.**

The Hospital observes the following holidays:

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

**Section 2.**

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

**Section 3.**

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

**Section 4.**

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

**Section 5.**

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

**Section 6.**

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

**Section 7.**

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

**Section 8.**

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

**Section 9.**

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

**Section 10.**

The holiday work schedule shall take precedence over the vacation and weekend work schedules. Employees (other than those hired to work holidays) may be scheduled to work up to nine (9) holidays in any two (2) consecutive calendar years, depending on staffing needs. Employees will not be required to work the day, evening or night shifts on both Christmas Eve and Christmas Day or both New Year’s Eve and New Year’s Day; provided, however, that when the eve is Saturday or Sunday, the Hospital may adjust the work schedule of employees in an equitable manner to meet the operating needs of a unit, but every effort will be made to avoid employees having to work on both the eve and the holiday. Assignment to work on a holiday shall be on a fair rotation. Notwithstanding the foregoing, employees may voluntarily agree to work more holidays.



**Section 11.**

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

**Section 12.**

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

**Section 13.**

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

**Article 30 – Vacation**

**Section 1.**

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

**Section 2.**

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

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

**Section 3.**

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

**Section 4.**

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

**Section 5.**

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

**Section 6.**

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

**Section 7.**

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

**Section 8.**

No employee accrues vacation during an unpaid leave of absence.

**Section 9.**

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

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

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

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

**Section 10.**

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

**Section 11.**

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

**Section 12.**

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

**Section 13.**

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

**Section 14.**

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

**Section 15.**

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

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

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

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

**Section 16.**

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

**Section 17.**

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

**Section 18.**

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

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

**Article 31 – Flexible Benefits Program**

**Section 1.**

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

**Section 2.**

Effective January 1, 2020, the Hospital shall continue to offer employee-focused elective benefits to bargaining unit employees on the same basis as they offered to non-Union employees.

**Article 32 – Health Insurance**

**Section 1.**

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

**Section 2.**

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

**Section 3.**

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

**Section 4.**

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

- A. Effective August 1, 2019 employees in the IBT 251 HSIP will be responsible for the following contribution amounts:

Effective 8/1/19

Dual	\$58.13/week
Family	\$70.61/week

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

August 1, 2018	\$12.0125 per hour worked to a maximum of 150 hours per month
August 1, 2019	\$12.6125 per hour worked to a maximum of 150 hours per month

- B. The hourly contribution to the Health and Welfare Fund must be made for each hour worked by the covered full time employee even though such employee, up to a maximum of 150 hours per month, may work less than full time hours in any given workweek. The trustees shall have the authority to have an independent CPA audit the payroll and wage records of the IBT health plan

participants for the sole purpose of determining the accuracy of contributions to the IBT Health and Welfare Fund.

- C. If the Hospital fails to make contributions to the respective IBT Health and Welfare Funds as set forth herein within seventy-two (72) hours after receiving a notice of delinquency, the Local Union shall take whatever steps are necessary to secure compliance with this Article. If the Hospital is adjudged delinquent by a court of competent jurisdiction, the Hospital will be liable for all costs of collecting the delinquent payments due together with the attorney's fees and such penalties which may be assessed by the court. The Employer's liability for payment hereunder shall not be subject to the grievance/arbitration procedures of this Agreement.
- D. The Union acknowledges that one of the Employer Trustees will be a representative from the Hospital so long as the Hospital has employees in the respective IBT Health and Welfare Funds.
- E. The Hospital and the Union further agree that should the cost of providing said health coverage through the IBT Health and Welfare Funds exceed the cost of providing such coverage through the above agreed upon contribution rates or through the Lifespan Health self-funded health plan, the Hospital and the Union mutually agree to either cease the Hospital's participation in the respective IBT Health and Welfare Funds and move employees back into the Lifespan Health self-funded health plan, or agree to maintain participation in the respective IBT Health and Welfare Funds with the additional cost being born through increased employee contribution rates.
- F. It is understood that the IBT Health and Welfare Fund will provide a health care plan of benefits to eligible employees including health, prescriptions, dental coverage, eyewear coverage, life insurance, legal services and an employee assistance program. This health coverage is in lieu of any similar health coverage provided to other IBT employees eligible for coverage under the Lifespan Health self-funded health plan.



- G. The Union and the Hospital are committed to establishing a partnership to incent participants in the IBT 251 HSIP to use Lifespan facilities. To that end, within sixty (60) days after ratification of this Agreement, the Union and the Hospital will develop a proposal to present to the Trustees of the IBT 251 HSIP regarding changes to plan design or other incentives to achieve this mutually desired goal. In the event that the Union and the Hospital cannot agree on such a proposal or the IBT 251 HSIP Trustees reject the proposed plan, then the Hospital's premium contributions shall be decreased by 5%.

**Section 5.**

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

Full-time employees (and part-time employees hired before January 1, 1983):

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

Part-time employees:

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

**Section 6.**

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

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

**Article 33 – Dental Insurance**

**Section 1.**

The Hospital shall continue to offer full-time and part-time employees, not otherwise offered dental coverage through IBT Health and Welfare coverage (see Article 32, Section 4) with regularly scheduled hours of twenty (20) or more per week the current Delta Dental Levels A & B at coverage categories and employee contribution rates as set forth in Schedule D. The Hospital has the right to revise and/or replace the plan provided the coverage is substantially equivalent.

**Section 2.**

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

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

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

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

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

**Section 1.**

The Hospital will continue to provide full-time and part-time employees with regularly scheduled hours of twenty (20) or more the opportunity to participate in the current life insurance and accidental death and dismemberment plans, as this may be amended, provided the benefits remain substantially equivalent to the benefits as of the date of this Agreement. The Hospital will continue to pay the full cost for life and AD&D insurance coverage; employees will continue to pay the full cost of supplemental and dependent coverage.

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

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

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

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

#### **Section 2. – Professional Liability Insurance**

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

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

#### **Section 1.**

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

**Section 2.**

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

**Section 3.**

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

**Section 4.**

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

**Section 5.**

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

<u>Years of Core Credit Service</u>	<u>Core Credit Percentage of Compensation</u>
1-5	2.0%
6-10	2.5%
11-15	3.0%

16-20	4.0%
21-25	5.0%
26 and above	6.0%

**Section 6.**

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

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

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

**Article 37 – Wages**

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

- A. Starting, 3-month, and 15-month rates for Non-Clinical, Clinical Support and Skilled Maintenance to be increased as follows:
- a. Effective April 7, 2019: 3%.
  - b. Effective first full payroll period after April 1, 2020: 3%.

- c. Effective first full payroll period after April 1, 2021: 3%.
  - d. Effective first full payroll period after April 1, 2022: 3%.
  - e. Effective first full payroll period after April 1, 2023: 3%
- B. For Non-Clinical, Clinical Support and Skilled Maintenance employees not otherwise governed by the 3-month and 15-month rates:
- a. Effective April 7, 2019: 3%.
  - b. Effective first full payroll period after April 1, 2020: 3%.
  - c. Effective first full payroll period after April 1, 2021: 3%.
  - d. Effective first full payroll period after April 1, 2022: 3%.
  - Effective first full payroll period after April 1, 2023: 3%
- C. \$15 Minimum Rate of Pay.

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

## **Section 2.**

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

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

## **Section 3.**

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

**Section 4. – Longevity Increase.**

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

**Article 38 – Overtime**

**Section 1.**

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

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

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

**Section 3. – Exempt Employees.**

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

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

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

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

**Section 5. – Voluntary Overtime.**

Within thirty (30) days following April 11, 2019, each department will post an initial notice for sign-up for those employees interested in overtime work opportunity. The initial notice will be posted for a seven (7) consecutive day period. Employees who sign up will leave a telephone number for contact purposes.

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



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

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

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

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

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

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

#### **Section 6. – Mandatory Overtime.**

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

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

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

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

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

- a) The wheels currently in use to assign mandatory overtime will continue to be maintained for the purpose of assigning mandatory overtime. Prior to assigning mandatory overtime, volunteers will be sought from the work units (i.e. nursing inpatient unit) requiring the coverage. Voluntary overtime will be assigned to qualified employees in order of seniority on a rotating basis. If there are no volunteers from within the work unit, qualified volunteers from the bargaining unit members on the overtime wheel for the work unit will be sought. Employees who volunteer to work more than two (2) consecutive hours of overtime immediately prior to the beginning of or immediately following the end of a scheduled work shift will be placed at the bottom of the wheel for the purpose of assigning mandatory overtime, and they will be exempted from mandatory overtime during the forty-eight (48) hours following the conclusion of the shift. If mandatory overtime is required during that forty-eight (48) hour period, the Hospital will bypass the employee who volunteered and assign the mandatory overtime to the next employee on the applicable overtime list. When more than one (1) qualified employee works overtime, either voluntary or mandatory, employees will be assigned to their work unit if a staffing need exists as determined by management.
- b) With the exception of hours worked by employees while on call, no employee shall be required to work more than two (2) hours of overtime more than once in any 30-day rolling period nor more than eight (8) times in a calendar year.

- c) No employee shall be required to work overtime the day before a scheduled vacation or holiday off. Henceforth, appropriately submitted requests for single vacation days off will be honored.
- d) Employees whose scheduled work-shift is nights may not be mandated to work more than twelve (12) consecutive hours.
- e) Employees who either volunteer or are mandated to work overtime of four (4) hours or more beyond their scheduled shift, will be paid two (2) times their regular straight time hourly rate for those overtime hours.
- f) Employees who are mandated to work more than two (2) hours of overtime more than once in a 30-day rolling period or more than eight (8) times in a calendar year will receive compensatory time of one (1) hour for each hour mandated in excess of these limits. The compensatory time, which may be taken at a time mutually agreeable to the Hospital and the employee, will be accrued in a compensatory time bank. The unused compensatory time, as of December 1 of each year, shall be paid to the employee at the straight time base hourly rate in effect for the employee at that time. The Business Agent shall be provided with both a report and employee checks by December 10th. Distribution of the checks will be managed by the Business Agent.

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

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

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

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

**Section 1.**

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

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

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

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

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

**Section 2.**

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

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

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

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

Effective the first full payroll period after 4/1/23 – Night differential \$1.95 per hour provided the employee works at least (4) hours after 1:00 a.m.

**Section 3.**

Weekly payroll employees will be paid a weekend differential of \$1.65 per hour for all hours worked in shifts that include at least two (2) hours between midnight Friday and 5:00 a.m. on Monday, effective the first full payroll period after ratification.

Weekly payroll employees will be paid a weekend differential of \$1.85 per hour for all hours worked in shifts that include at least two (2) hours between midnight Friday and 5:00 a.m. on Monday, effective the first full payroll period after 4/1/20.

Weekly payroll employees will be paid a weekend differential of \$2.15 per hour for all hours worked in shifts that include at least two (2) hours between midnight Friday and 5:00 a.m. on Monday, effective the first full payroll period after 4/1/21.

Weekly payroll employees will be paid a weekend differential of \$2.25 per hour for all hours worked in shifts that include at least two (2) hours between midnight Friday and 5:00 a.m. on Monday, effective the first full payroll period after 4/1/22.

Weekly payroll employees will be paid a weekend differential of \$2.50 per hour for all hours worked in shifts that include at least two (2) hours between midnight Friday and 5:00 a.m. on Monday, effective the first full payroll period after 4/1/23.

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

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

**Section 4.**

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

- Unit Secretary

- Patient Account Representative, Ambulatory - ED

**Section 5.**

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

**Article 40 – On-Call, Call-Back Pay**

**Section 1. – On-Call Pay.**

Employees may be required to be in an on-call status, i.e., to be available by telephone or radio pager during specific, pre-arranged hours outside of the normal work schedule. Employees required to be on-call will be compensated at the rate of \$1.75 per hour of the on-call period, effective the first full payroll period after ratification.

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

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

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

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

**Section 2.**

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

### **Section 3.**

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

Employees on-call who report to work after being called in will receive the shift differential applicable to that shift when the call assignment is at least four (4) hours in duration.

### **Section 4. – Call-Back Pay**

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

- a) For the time spent in such work at the Hospital, employees will be paid one and one-half times the regular, straight-time rate of pay for a minimum of three (3) hours and regardless of the duration of the assignment one (1) hour for travel time.
- b) However, in situations where the time between the end of the normally scheduled work assignment and the actual start of the call-back work is less than thirty (30) minutes, the intervening period will be counted as normal time worked.
- c) Employees who are called back will receive the shift differential applicable to that shift when the call-back assignment is at least four (4) hours in duration.
- d) Any employees in Per Diem, variable hours or exempt positions are excluded from this provision.

### **Section 5.**

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

### **Section 6.**

If the on-call assignment is completed eight (8) hours or more prior to the next scheduled on-duty time, employees are expected to report for work at their regularly assigned time. If the on-call assignment is completed within eight

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

## **Article 41 – Planning For the Future**

### **Section 1.**

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

### **Section 2.**

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

### **Section 3.**

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



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

### **Section 1.**

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

### **Section 2.**

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

### **Section 3.**

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

### **Section 4.**

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

### **Section 5.**

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

## **Article 43 – Earned Time**

All employees hired after September 30, 2019 will only be eligible to participate in the Hospital's Earned Time program (as described below). For purposes of this section, the term "hired" shall also mean anyone rehired or anyone from outside the bargaining unit who transfers into the bargaining unit.

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

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

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

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

### **Section 1.**

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

### **Section 2.**

During the first three (3) years of employment, ET time for weekly payroll employees is accrued on the basis of actual paid hours at the rate of 2.76 ET hours for every forty (40) paid hours, excluding overtime. After completing three years of service, the accrual rate is 3.53 ET hours for every forty (40) paid hours and after ten years of service, 4.31 ET hours for every forty (40) paid hours.

**Section 3.**

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

**Section 4.**

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

**Section 5.**

Unless otherwise required by applicable law, accruals and eligibility to use ET will cease upon transfer to Per Diem status or upon a decrease in the employee's regularly scheduled weekly hours to less than twenty (20) per week, and the available ET hours in effect at the time of such transfer will be paid off. Upon any subsequent increase in the regularly scheduled weekly hours to twenty (20) or more per week, accruals will resume.

**Section 6.**

No employee accrues ET during an unpaid leave of absence.

**Section 7.**

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

**Section 8.**

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

**Section 9.**

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

**Section 10.**

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

**Section 11.**

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

**Section 12.**

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

**Section 13.**

Employees may use available ET hours of absences from work due to their personal sickness, injury or disability, or when necessary to care for the employee's parent, spouse (including common-law spouse), child, mother-in-law, or father-in-law because of their illness or injury. Employees who desire to use available ET hours shall notify their

supervisor or designee as soon as possible before their next scheduled shift that they will not be reporting to work. Employees may request use of ET hours for planned absences due to medical or dental appointments. Such requests will be granted provided sufficient advance notice is given to the employee's supervisor and the request does not interfere with work schedules or patient care.

**Section 14.**

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

**Section 15.**

Employees may be required to produce written verification or other proof of illness or disability insurance payments before ET time is paid. Written verification will not be required except when absences are for three (3) or more consecutive work days or there is a reasonable basis to suspect abuse. Upon returning to work after an absence due to illness, injury or disability for three (3) consecutive days or more or when there is a reasonable basis for concern regarding the employee's fitness to return to duty, employees may be required to be examined in the Personnel Health Clinic or certified fit to return to duty.

**Section 16.**

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

**Section 17.**

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

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

The maximum that an employee can designate for payment is forty (40) hours. Nothing herein alters the provisions of Article 43, Section 7 related to the maximum annual accrual rate.

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

**Section 18.**

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

**Section 19.**

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

**Section 20.**

Employees shall not be required to perform any weekend duty on the weekends during any scheduled ET weeks. Employees on a full week's ET cannot perform any work including overtime work during the period of the full ET (Sunday through Saturday). Part-time employees shall only be prohibited from performing work on their regularly scheduled days and cannot exceed forty (40) hours in the week. This prohibition may be waived for a skilled maintenance employee if the employee advises the Hospital that they are available to respond to an emergency situation which requires their services.

**Article 44 – Entire Agreement**

**Section 1.**

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

**Section 2.**

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

**Section 3.**

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

**Article 45 – Duration**

This Agreement shall become effective upon signing by both parties and shall remain in full force and effect through midnight March 31, 2024. Either party desiring changes or amendments of this Agreement prior to the expiration of

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

**Article 46 – Storm Preparation and Snow Removal for Grounds Employees**

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

**Article 47 – No Layoff Protection**

The Hospital will not lay off employees with three (3) or more full years of service as of the date of ratification of this agreement through March 31, 2024. The Hospital will also not lay off employees who obtain five (5) or more full years of service on a rolling basis from the date of ratification of this agreement through March 31, 2024. This no layoff protection does not apply to outside funded research positions.

Bargaining unit employees with more than three (3) full years of service as of the date of ratification of this agreement, or who obtain five (5) years of service from the date of ratification of this agreement through March 31, 2024, whose positions are eliminated by the Hospital, and do not have the option to bump or obtain a vacant position, shall be offered a re-training opportunity (not to exceed six (6) months) for positions both in and out of the bargaining unit, during which period of training the employee shall have no loss of pay nor shall they bear the cost of the training.

Bargaining unit employees with more than three (3) full years of service as of the date of ratification of this agreement, or who obtain five (5) years of service from the date of ratification of this agreement through March 31, 2024, whose positions are eliminated by the Hospital, and who elect not to bump, nor to take a vacant position, and who decline to be retrained if such an offer of retraining should be made, or who fail to successfully complete the



proffered training program, shall not be subject to the protection of this Article and shall then be subject to layoff without further recourse or contractual protection against such a layoff.

This Article shall sunset and be null and void effective March 31, 2024.

## MEMORANDUM OF UNDERSTANDING

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

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

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

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

- Agreement dated 03/10/99 regarding progressive discipline

Date: \_\_\_\_\_

Date: \_\_\_\_\_

For the Hospital:

For the Union:

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**AUTHORIZED SIGNATURES FOR THE ENTIRE AGREEMENT**

By \_\_\_\_\_  
Matthew Taibi  
Secretary Treasurer, Principal Officer  
General Teamsters Local Union 251

By \_\_\_\_\_  
William Schmiedeknecht  
Vice President, HR Business  
Partnerships & Labor Relations

Union Bargaining Committee

Hospital Bargaining Committee

**SCHEDULE A – SKILLED MAINTENANCE UNIT PAY GRADES**

Job Title	IBT/IBS	Pay Grade	Effective: January 2017			Effective: April 2019			Effective: April 2020			Effective: April 2021			Effective: April 2022			Effective: April 2023		
			Start Rate	3 Month Rate	15 Month Rate	Start Rate	3 Month Rate	15 Month Rate	Start Rate	3 Month Rate	15 Month Rate	Start Rate	3 Month Rate	15 Month Rate	Start Rate	3 Month Rate	15 Month Rate	Start Rate	3 Month Rate	15 Month Rate
Backflow Prev Sys Spec StmPlmb	IBS	248	30.89	33.17	35.45	31.82	34.17	39.44	32.77	35.20	40.62	33.75	36.26	41.84	34.76	37.35	43.10	35.80	38.47	44.39
Boiler Operator	IBS	237	25.45	27.43	29.40	26.21	28.25	30.28	27.00	29.10	31.19	27.81	29.97	32.13	28.64	30.87	33.09	29.50	31.80	34.08
Building Control Sys Spclst	IBS	233	31.78	34.27	36.78	32.73	35.30	40.85	33.71	36.36	42.08	34.72	37.45	43.34	35.76	38.57	44.64	36.83	39.73	45.98
Carpenter	IBS	228	27.08	29.21	31.32	27.89	30.09	35.07	28.73	30.99	36.12	29.59	31.92	37.20	30.48	32.88	38.32	31.39	33.87	39.47
Combustion/PPMaint Engin	IBS	450	27.65	29.80	31.97	28.48	30.69	35.75	29.33	31.61	36.82	30.21	32.56	37.92	31.12	33.54	39.06	32.05	34.55	40.23
Elctrcn/Comb Maint Engine	IBS	230	29.07	31.34	33.63	29.94	32.28	34.64	30.84	33.25	35.68	31.77	34.25	36.75	32.72	35.28	37.85	33.70	36.34	38.99
Electrician	IBS	451	29.07	31.34	33.63	29.94	32.28	37.51	30.84	33.25	38.64	31.77	34.25	39.80	32.72	35.28	40.99	33.70	36.34	42.22
Fac Mgmt Stock Clerk	IBS	234	19.53	20.94	22.39	20.12	21.57	25.60	20.72	22.22	26.37	21.34	22.89	27.16	21.98	23.58	27.97	22.64	24.29	28.81
Fire Inspector	IBS	227	26.10	28.12	30.15	26.88	28.96	32.43	27.69	29.83	33.40	28.52	30.72	34.40	29.38	31.64	35.43	30.26	32.59	36.49
Fire Supprsn Sys Spec StmPlmb	IBS	248	30.89	33.17	35.45	31.82	34.17	39.44	32.77	35.20	40.62	33.75	36.26	41.84	34.76	37.35	43.10	35.80	38.47	44.39
General Maintenance Worker	IBS	235	22.80	24.46	26.11	23.48	25.19	29.54	24.18	25.95	30.43	24.91	26.73	31.34	25.66	27.53	32.28	26.43	28.36	33.25
HVAC Mechanic	IBS	224	29.26	31.42	33.59	30.14	32.36	37.47	31.04	33.33	38.59	31.97	34.33	39.75	32.93	35.36	40.94	33.92	36.42	42.17
HVAC Oprtg Engineer	IBS	231	29.59	31.90	34.27	30.48	32.86	38.89	31.39	33.85	40.06	32.33	34.87	41.26	33.30	35.92	42.50	34.30	37.00	43.78
Laborer	IBS	235	22.80	24.46	26.11	23.48	25.19	29.54	24.18	25.95	30.43	24.91	26.73	31.34	25.66	27.53	32.28	26.43	28.36	33.25
Laborer Chemical Applc Spclst	IBS	453	22.80	24.46	26.11	23.48	25.19	29.82	24.18	25.95	30.71	24.91	26.73	31.63	25.66	27.53	32.58	26.43	28.36	33.56
Locksmith Spec/Carpenter	IBS	449	27.08	29.21	31.32	27.89	30.09	35.77	28.73	30.99	36.84	29.59	31.92	37.95	30.48	32.88	39.09	31.39	33.87	40.26
Machinist	IBS	228	27.08	29.21	31.32	27.89	30.09	35.07	28.73	30.99	36.12	29.59	31.92	37.20	30.48	32.88	38.32	31.39	33.87	39.47
Mechanic	IBS	448	26.10	28.12	30.15	26.88	28.96	34.32	27.69	29.83	35.35	28.52	30.72	36.41	29.38	31.64	37.50	30.26	32.59	38.63
Medical Waste Autoclave Oper	IBS	450	27.65	29.80	31.97	28.48	30.69	35.75	29.33	31.61	36.82	30.21	32.56	37.92	31.12	33.54	39.06	32.05	34.55	40.23
Offset Printer B	IBS	236	24.10	25.95	27.78	24.82	26.73	31.31	25.56	27.53	32.25	26.33	28.36	33.22	27.12	29.21	34.22	27.93	30.09	35.25
Painter	IBS	226	23.25	25.03	26.83	23.95	25.78	30.30	24.67	26.55	31.21	25.41	27.35	32.15	26.17	28.17	33.11	26.96	29.02	34.10
Plumber	IBS	451	29.07	31.34	33.63	29.94	32.28	37.51	30.84	33.25	38.64	31.77	34.25	39.80	32.72	35.28	40.99	33.70	36.34	42.22
PP Maint Engineer	IBS	229	27.65	29.80	31.97	28.48	30.69	32.93	29.33	31.61	33.92	30.21	32.56	34.94	31.12	33.54	35.99	32.05	34.55	37.07
PP Oprtg Engineer	IBS	452	29.59	31.90	34.27	30.48	32.86	38.19	31.39	33.85	39.34	32.33	34.87	40.52	33.30	35.92	41.74	34.30	37.00	42.99
Sign Shop Specialist	IBS	454	25.45	27.43	29.40	26.21	28.25	30.30	27.00	29.10	31.21	27.81	29.97	32.15	28.64	30.87	33.11	29.50	31.80	34.10
Steamfitter	IBS	229	27.65	29.80	31.97	28.48	30.69	32.93	29.33	31.61	33.92	30.21	32.56	34.94	31.12	33.54	35.99	32.05	34.55	37.07
Steamfitter/Plumber	IBS	451	29.07	31.34	33.63	29.94	32.28	37.51	30.84	33.25	38.64	31.77	34.25	39.80	32.72	35.28	40.99	33.70	36.34	42.22

**SCHEDULE B – ALL OTHER NON-PROFESSIONAL UNIT PAY GRADES**

Job Title	IBT/IBS	Pay Grade	Effective: January 2017			Effective: April 2019			Effective: April 2020			Effective: April 2021			Effective: April 2022			Effective: April 2023		
			Start Rate	3 Month Rate	15 Month Rate	Start Rate	3 Month Rate	15 Month Rate	Start Rate	3 Month Rate	15 Month Rate	Start Rate	3 Month Rate	15 Month Rate	Start Rate	3 Month Rate	15 Month Rate	Start Rate	3 Month Rate	15 Month Rate
Ambulatory Clinic Assistant	IBT	346	15.00	15.36		15.45	15.82		15.91	16.29		16.39	16.78		16.88	17.28		17.39	17.80	
Anesthesia Technician	IBT	304	14.26	14.60		14.69	15.04		15.13	15.49		15.58	15.95		16.05	16.43		16.53	16.92	
Anesthesia Technician II	IBT	205	15.38	15.75		15.84	16.22		16.32	16.71		16.81	17.21		17.31	17.73		17.83	18.26	
Animal Care Technician	IBT	208	15.72	16.09		16.19	16.57		16.68	17.07		17.18	17.58		17.70	18.11		18.23	18.65	
Animal Surgical Technician	IBT	216	16.13	16.53		16.61	17.03		17.11	17.54		17.62	18.07		18.15	18.61		18.69	19.17	
Baker	IBT	266	16.82	17.25		17.32	17.77		17.84	18.30		18.38	18.85		18.93	19.42		19.50	20.00	
Booking Secretary	IBT	319	16.47	16.88		16.96	17.39		17.47	17.91		17.99	18.45		18.53	19.00		19.09	19.57	
Cafeteria Assistant	IBT	262	12.81	13.11		13.19	13.50		13.59	13.91		14.00	14.33		14.42	14.76		15.00	15.20	
Cafeteria Eve Grp Ldr	IBT	267	17.36	17.80		17.88	18.33		18.42	18.88		18.97	19.45		19.54	20.03		20.13	20.63	
Cardiac Technician II	IBT	264	15.72	16.09		16.19	16.57		16.68	17.07		17.18	17.58		17.70	18.11		18.23	18.65	
Cardiac Technician III	IBT	314	19.13	19.61		19.70	20.20		20.29	20.81		20.90	21.43		21.53	22.07		22.18	22.73	
Catering Coordinator	IBT	267	17.36	17.80		17.88	18.33		18.42	18.88		18.97	19.45		19.54	20.03		20.13	20.63	
Central Sterile Technician	IBT	275	14.03	14.37		14.45	14.80		14.88	15.24		15.33	15.70		15.79	16.17		16.26	16.66	
Central Transport Aide	IBT	294	12.85	13.14		13.24	13.53		13.64	13.94		14.05	14.36		14.47	14.79		15.00	15.23	
Central Transport Equip Tech	IBT	219	14.29	14.62		14.72	15.06		15.16	15.51		15.61	15.98		16.08	16.46		16.56	16.95	
Certified Dental Assistant	IBT	310	17.98	18.43		18.52	18.98		19.08	19.55		19.65	20.14		20.24	20.74		20.85	21.36	
Certified Nursing Assistant I	IBT	324	13.33	13.63		13.73	14.04		14.14	14.46		14.56	14.89		15.00	15.34		15.45	15.80	
Certified Nursing Assistant II	IBT	346	15.00	15.36		15.45	15.82		15.91	16.29		16.39	16.78		16.88	17.28		17.39	17.80	
Certified Nursing Asst II Flex	IBT	346	15.00	15.36		15.45	15.82		15.91	16.29		16.39	16.78		16.88	17.28		17.39	17.80	
Clerk B	IBT	316	13.34	13.64		13.74	14.05		14.15	14.47		14.57	14.90		15.01	15.35		15.46	15.81	
Clerk Specialist	IBT	318	15.46	15.84		15.92	16.32		16.40	16.81		16.89	17.31		17.40	17.83		17.92	18.36	
Clerkship UR Specialist	IBT	313	19.40	19.89		19.98	20.49		20.58	21.10		21.20	21.73		21.84	22.38		22.50	23.05	
Clinical Lab Control Clerk	IBT	317	14.35	14.68		14.78	15.12		15.22	15.57		15.68	16.04		16.15	16.52		16.63	17.02	
Cook I	IBT	263	13.52	13.83		13.93	14.24		14.35	14.67		14.78	15.11		15.22	15.56		15.68	16.03	
Cook II	IBT	266	16.82	17.25		17.32	17.77		17.84	18.30		18.38	18.85		18.93	19.42		19.50	20.00	
Cooking Assistant	IBT	262	12.81	13.11		13.19	13.50		13.59	13.91		14.00	14.33		14.42	14.76		15.00	15.20	
Credentialing Specialist	IBT	313	19.40	19.89		19.98	20.49		20.58	21.10		21.20	21.73		21.84	22.38		22.50	23.05	
CTS Dispatcher	IBT	445	13.67	13.98		14.08	14.40		14.50	14.83		14.94	15.27		15.39	15.73		15.85	16.20	
Data Coord - Cancer Ctr	IBT	314	19.13	19.61		19.70	20.20		20.29	20.81		20.90	21.43		21.53	22.07		22.18	22.73	
Data Coord Neurology	IBT	314	19.13	19.61		19.70	20.20		20.29	20.81		20.90	21.43		21.53	22.07		22.18	22.73	
Data Coord Transplant	IBT	319	16.47	16.88		16.96	17.39		17.47	17.91		17.99	18.45		18.53	19.00		19.09	19.57	
Data Coordinator	IBT	314	19.13	19.61		19.70	20.20		20.29	20.81		20.90	21.43		21.53	22.07		22.18	22.73	
Data Coordinator Med Staff Svc	IBT	314	19.13	19.61		19.70	20.20		20.29	20.81		20.90	21.43		21.53	22.07		22.18	22.73	
Diag Imag Info Secy	IBT	316	13.34	13.64		13.74	14.05		14.15	14.47		14.57	14.90		15.01	15.35		15.46	15.81	
Dialysis Assistant	IBT	215	13.67	13.98		14.08	14.40		14.50	14.83		14.94	15.27		15.39	15.73		15.85	16.20	
Dialysis Assistant Outpatient	IBT	215	13.67	13.98		14.08	14.40		14.50	14.83		14.94	15.27		15.39	15.73		15.85	16.20	
Diener	IBT	309	13.82	14.17		14.23	14.60		14.66	15.04		15.10	15.49		15.55	15.95		16.02	16.43	
Digital Printing Operator	IBT	322	18.08	18.53		18.62	19.09		19.18	19.66		19.76	20.25		20.35	20.86		20.96	21.49	

Job Title	IBT/IBS	Pay Grade	Effective: January 2017			Effective: April 2019			Effective: April 2020			Effective: April 2021			Effective: April 2022			Effective: April 2023		
			Start Rate	3 Month Rate	15 Month Rate	Start Rate	3 Month Rate	15 Month Rate	Start Rate	3 Month Rate	15 Month Rate	Start Rate	3 Month Rate	15 Month Rate	Start Rate	3 Month Rate	15 Month Rate	Start Rate	3 Month Rate	15 Month Rate
Driver I	IBT	208	15.72	16.09		16.19	16.57		16.68	17.07		17.18	17.58		17.70	18.11		18.23	18.65	
Driver II	IBT	320	16.79	17.20		17.29	17.72		17.81	18.25		18.34	18.80		18.89	19.36		19.46	19.94	
ED Patient Care Tech I	IBT	252	16.35	16.71		16.84	17.21		17.35	17.73		17.87	18.26		18.41	18.81		18.96	19.37	
ED Patient Care Tech II	IBT	253	16.45	16.81		16.94	17.31		17.45	17.83		17.97	18.36		18.51	18.91		19.07	19.48	
Electrophysiology Assist	IBT	309	13.82	14.17		14.23	14.60		14.66	15.04		15.10	15.49		15.55	15.95		16.02	16.43	
Emer Dept Family Asst	IBT	303	12.23	12.52		12.60	12.90		12.98	13.29		13.37	13.69		13.77	14.10		15.00	15.00	
Endoscopy Equip Assistant	IBT	275	14.03	14.37		14.45	14.80		14.88	15.24		15.33	15.70		15.79	16.17		16.26	16.66	
Endoscopy Transport/Equip Asst	IBT	275	14.03	14.37		14.45	14.80		14.88	15.24		15.33	15.70		15.79	16.17		16.26	16.66	
Food Service Worker	IBT	262	12.81	13.11		13.19	13.50		13.59	13.91		14.00	14.33		14.42	14.76		15.00	15.20	
Food Service Worker-Utili	IBT	251	12.08	12.35		12.44	12.72		12.81	13.10		13.19	13.49		13.59	13.89		15.00	15.00	
Food Svc Worker-Tray Assm	IBT	251	12.08	12.35		12.44	12.72		12.81	13.10		13.19	13.49		13.59	13.89		15.00	15.00	
HIS Info Release Specialist	IBT	319	16.47	16.88		16.96	17.39		17.47	17.91		17.99	18.45		18.53	19.00		19.09	19.57	
Housekeeping Aide I	IBT	241	12.08	12.35		12.44	12.72		12.81	13.10		13.19	13.49		13.59	13.89		15.00	15.00	
Housekeeping Aide II	IBT	242	12.81	13.11		13.19	13.50		13.59	13.91		14.00	14.33		14.42	14.76		15.00	15.20	
Hskpg Supply Clerk	IBT	206	14.85	15.19		15.30	15.65		15.76	16.12		16.23	16.60		16.72	17.10		17.22	17.61	
HVAC Apprentice Mechanic	IBT	446	18.50			19.06	0.00		19.63	0.00		20.22	0.00		20.83	0.00		21.45	0.00	
Information Desk Receptionist	IBT	300	13.36	13.67		13.76	14.08		14.17	14.50		14.60	14.94		15.04	15.39		15.49	15.85	
Interpreter	IBT	223	18.33	18.80		18.88	19.36		19.45	19.94		20.03	20.54		20.63	21.16		21.25	21.79	
Interpreter - Intern	IBT	247	13.79	14.05		14.20	14.47		14.63	14.90		15.07	15.35		15.52	15.81		15.99	16.28	
Interpreter Dispatcher	IBT	321	17.06	17.48		17.57	18.00		18.10	18.54		18.64	19.10		19.20	19.67		19.78	20.26	
Interpreter PD	IBT	240	19.94	19.94		20.54	20.54		21.16	21.16		21.79	21.79		22.44	22.44		23.11	23.11	
Inventory Specialist	IBT	319	16.47	16.88		16.96	17.39		17.47	17.91		17.99	18.45		18.53	19.00		19.09	19.57	
Inventory Specialist FNS	IBT	319	16.47	16.88		16.96	17.39		17.47	17.91		17.99	18.45		18.53	19.00		19.09	19.57	
Laundry Aide I	IBT	283	12.86	13.15		13.25	13.54		13.65	13.95		14.06	14.37		14.48	14.80		15.00	15.24	
Laundry Aide II	IBT	284	13.67	13.98		14.08	14.40		14.50	14.83		14.94	15.27		15.39	15.73		15.85	16.20	
Laundry Mechanic Assistant	IBT	225	14.96	15.32		15.41	15.78		15.87	16.25		16.35	16.74		16.84	17.24		17.35	17.76	
Mail Room Aide	IBT	293	12.23	12.52		12.60	12.90		12.98	13.29		13.37	13.69		13.77	14.10		15.00	15.00	
Med Transcrptn Secrtry A	IBT	322	18.08	18.53		18.62	19.09		19.18	19.66		19.76	20.25		20.35	20.86		20.96	21.49	
Medical Assistant	IBT	347	15.10	15.47		15.55	15.93		16.02	16.41		16.50	16.90		17.00	17.41		17.51	17.93	
Medical Assistant Ambulatory	IBT	348	17.34	17.78		17.86	18.31		18.40	18.86		18.95	19.43		19.52	20.01		20.11	20.61	
Medical Assistant Ambulatory LEP	IBT	348	17.34	17.78		17.86	18.31		18.40	18.86		18.95	19.43		19.52	20.01		20.11	20.61	
Medical Assistant Ambulatory PD	IBT	348	17.34	17.78		17.86	18.31		18.40	18.86		18.95	19.43		19.52	20.01		20.11	20.61	
Motor Vehicle Operator	IBT	245	13.67	13.98		14.08	14.40		14.50	14.83		14.94	15.27		15.39	15.73		15.85	16.20	
Nursing Resource Mgmt Coord	IBT	319	16.47	16.88		16.96	17.39		17.47	17.91		17.99	18.45		18.53	19.00		19.09	19.57	
Nutrition Hospitlty Assoc	IBT	244	13.67	13.98		14.08	14.40		14.50	14.83		14.94	15.27		15.39	15.73		15.85	16.20	
OR Assistant	IBT	215	13.67	13.98		14.08	14.40		14.50	14.83		14.94	15.27		15.39	15.73		15.85	16.20	
OR Reprocess Asst	IBT	407	16.07	16.47		16.55	16.96		17.05	17.47		17.56	17.99		18.09	18.53		18.63	19.09	
OR Support Secretary	IBT	318	15.46	15.84		15.92	16.32		16.40	16.81		16.89	17.31		17.40	17.83		17.92	18.36	
Outpatient Services Med Asst	IBT	348	17.34	17.78		17.86	18.31		18.40	18.86		18.95	19.43		19.52	20.01		20.11	20.61	
Outpatient Services Rep	IBT	319	16.47	16.88		16.96	17.39		17.47	17.91		17.99	18.45		18.53	19.00		19.09	19.57	
Outpatient Services Rep LEP	IBT	319	16.47	16.88		16.96	17.39		17.47	17.91		17.99	18.45		18.53	19.00		19.09	19.57	

Job Title	IBT/IBS	Pay Grade	Effective: January 2017			Effective: April 2019			Effective: April 2020			Effective: April 2021			Effective: April 2022			Effective: April 2023		
			Start Rate	3 Month Rate	15 Month Rate	Start Rate	3 Month Rate	15 Month Rate	Start Rate	3 Month Rate	15 Month Rate	Start Rate	3 Month Rate	15 Month Rate	Start Rate	3 Month Rate	15 Month Rate	Start Rate	3 Month Rate	15 Month Rate
Outpatient Svs Rep-Otpt Dialys	IBT	319	16.47	16.88		16.96	17.39		17.47	17.91		17.99	18.45		18.53	19.00		19.09	19.57	
Path Tech Student	IBT	398	16.92	17.33		17.43	17.85		17.95	18.39		18.49	18.94		19.04	19.51		19.61	20.10	
Pathology Aide	IBT	206	14.85	15.19		15.30	15.65		15.76	16.12		16.23	16.60		16.72	17.10		17.22	17.61	
Patient Accts Rep Amb	IBT	319	16.47	16.88		16.96	17.39		17.47	17.91		17.99	18.45		18.53	19.00		19.09	19.57	
Patient Accts Rep Amb ED	IBT	319	16.47	16.88		16.96	17.39		17.47	17.91		17.99	18.45		18.53	19.00		19.09	19.57	
Patient Accts Rep Amb LEP	IBT	319	16.47	16.88		16.96	17.39		17.47	17.91		17.99	18.45		18.53	19.00		19.09	19.57	
Patient Care Attendant	IBT	202	11.50	11.75		11.85	12.10		12.21	12.46		12.58	12.83		12.96	13.21		15.00	15.00	
Patient Care Tech Dlysys-Outpt	IBT	406	17.27	17.66		20.02	20.46		20.62	21.07		21.24	21.70		21.88	22.35		22.54	23.02	
Patient Service Aide	IBT	302	12.23	12.52		12.60	12.90		12.98	13.29		13.37	13.69		13.77	14.10		15.00	15.00	
Patient Services Secy C	IBT	318	15.46	15.84		15.92	16.32		16.40	16.81		16.89	17.31		17.40	17.83		17.92	18.36	
Patient Svcs Secretary B	IBT	317	14.35	14.68		14.78	15.12		15.22	15.57		15.68	16.04		16.15	16.52		16.63	17.02	
Patient Svcs Spclst Transplant	IBT	322	18.08	18.53		18.62	19.09		19.18	19.66		19.76	20.25		20.35	20.86		20.96	21.49	
Pharmacy Intern	IBT	265	15.07	15.41		15.52	15.87		15.99	16.35		16.47	16.84		16.96	17.35		17.47	17.87	
Pharmacy Tech Specialist	IBT	455	18.08	18.53		20.05	20.52		20.66	21.14		21.28	21.77		21.92	22.42		22.58	23.09	
Pharmacy Tech Specialist-Per Diem	IBT	447	22.55	22.55		24.39	24.39		25.12	25.12		25.87	25.87		26.65	26.65		27.45	27.45	
Pharmacy Technician	IBT	345	15.87	16.24		17.59	18.00		18.12	18.54		18.66	19.10		19.22	19.67		19.80	20.26	
Pharmacy Technician-Per D	IBT	301	22.55	22.55		23.23	23.23		23.93	23.93		24.65	24.65		25.39	25.39		26.15	26.15	
Phlebotomist	IBT	385	15.67	15.67		16.14	16.52		16.62	17.02		17.12	17.53		17.63	18.06		18.16	18.60	
Phlebotomist-Per Diem	IBT	285	22.34	22.34		23.01	23.01		23.70	23.70		24.41	24.41		25.14	25.14		25.89	25.89	
Plastic Surgery Coord	IBT	314	19.13	19.61		19.70	20.20		20.29	20.81		20.90	21.43		21.53	22.07		22.18	22.73	
Quality Data Coordinator	IBT	314	19.13	19.61		19.70	20.20		20.29	20.81		20.90	21.43		21.53	22.07		22.18	22.73	
Rad Transport/Stock Clerk	IBT	316	13.34	13.64		13.74	14.05		14.15	14.47		14.57	14.90		15.01	15.35		15.46	15.81	
Radiology Tech Assistant	IBT	264	15.72	16.09		16.19	16.57		16.68	17.07		17.18	17.58		17.70	18.11		18.23	18.65	
RC Equipment Technician	IBT	215	13.67	13.98		14.08	14.40		14.50	14.83		14.94	15.27		15.39	15.73		15.85	16.20	
Receiving Clerk	IBT	209	15.83	16.22		16.30	16.71		16.79	17.21		17.29	17.73		17.81	18.26		18.34	18.81	
Receiving/Stock Clerk - FNS	IBT	209	15.83	16.22		16.30	16.71		16.79	17.21		17.29	17.73		17.81	18.26		18.34	18.81	
Rehabilitation Aide	IBT	243	13.07	13.36		13.46	13.76		13.86	14.17		14.28	14.60		14.71	15.04		15.15	15.49	
Research Technician	IBT	308	15.53	15.93		16.00	16.41		16.48	16.90		16.97	17.41		17.48	17.93		18.00	18.47	
Room Service Call Representative	IBT	232	14	14.40		14.50	14.83		14.94	15.27		15.39	15.73		15.85	16.20		16.33	16.69	
Room Service Cook II	IBT	266	16.82	17.25		17.32	17.77		17.84	18.30		18.38	18.85		18.93	19.42		19.50	20.00	
Room Service Host	IBT	232	14	14.40		14.50	14.83		14.94	15.27		15.39	15.73		15.85	16.20		16.33	16.69	
Sched Secretary Otpt DI Svcs	IBT	317	14.35	14.68		14.78	15.12		15.22	15.57		15.68	16.04		16.15	16.52		16.63	17.02	
Secretary B	IBT	321	17.06	17.48		17.57	18.00		18.10	18.54		18.64	19.10		19.20	19.67		19.78	20.26	
Secretary C	IBT	322	18.08	18.53		18.62	19.09		19.18	19.66		19.76	20.25		20.35	20.86		20.96	21.49	
Sr Phlebotomist	IBT	212	16.29	16.69		16.78	17.19		17.28	17.71		17.80	18.24		18.33	18.79		18.88	19.35	
Sr Respiratory Equipment Tech	IBT	206	14.85	15.19		15.30	15.65		15.76	16.12		16.23	16.60		16.72	17.10		17.22	17.61	
Sterile Processing Technician	IBT	267	17.36	17.80		17.88	18.33		18.42	18.88		18.97	19.45		19.54	20.03		20.13	20.63	
Stock Clerk	IBT	204	15.10	15.47		15.55	15.93		16.02	16.41		16.50	16.90		17.00	17.41		17.51	17.93	
Support Svcs Coord	IBT	349	15.57	15.95		16.04	16.43		16.52	16.92		17.02	17.43		17.53	17.95		18.06	18.49	
Surg Charge Entry Specialist	IBT	318	15.46	15.84		15.92	16.32		16.40	16.81		16.89	17.31		17.40	17.83		17.92	18.36	
Unit Assistant	IBT	215	13.67	13.98		14.08	14.40		14.50	14.83		14.94	15.27		15.39	15.73		15.85	16.20	



Job Title	IBT/IBS	Pay Grade	Effective: January 2017			Effective: April 2019			Effective: April 2020			Effective: April 2021			Effective: April 2022			Effective: April 2023		
			Start Rate	3 Month Rate	15 Month Rate	Start Rate	3 Month Rate	15 Month Rate	Start Rate	3 Month Rate	15 Month Rate	Start Rate	3 Month Rate	15 Month Rate	Start Rate	3 Month Rate	15 Month Rate	Start Rate	3 Month Rate	15 Month Rate
Unit Secretary	IBT	318	15.46	15.84		15.92	16.32		16.40	16.81		16.89	17.31		17.40	17.83		17.92	18.36	
Unit Secretary Emerg Dept	IBT	318	15.46	15.84		15.92	16.32		16.40	16.81		16.89	17.31		17.40	17.83		17.92	18.36	
Unit Secretary Trainer	IBT	222	17.48	17.92		18.00	18.46		18.54	19.01		19.10	19.58		19.67	20.17		20.26	20.78	
Washroom Attendant	IBT	214	14.07	14.38		14.49	14.81		14.92	15.25		15.37	15.71		15.83	16.18		16.30	16.67	

Effective Date	HVAC Apprentice Start Rate	Completed Hours				
		2,000	4,000	6,000	8,000	10,000
April 2019	19.06	19.82	20.61	21.85	23.60	25.96
April 2020	19.63	20.41	21.23	22.51	24.31	26.74
April 2021	20.22	21.02	21.87	23.19	25.04	27.54
April 2022	20.83	21.65	22.53	23.89	25.79	28.37
April 2023	21.45	22.30	23.21	24.61	26.56	29.22

**MARCH 20, 2015**

**SIDE LETTER:**

**RED-CIRCLING EMPLOYEES WHOSE POSITIONS ARE SUBCONTRACTED FROM APRIL 1, 2019  
THROUGH MARCH 31, 2024**

During negotiations for the April 1, 2019 through March 31, 2024 collective bargaining agreement, the Union expressed concern regarding the Hospital's management right to subcontract bargaining unit work. It is the parties' desire to address the concerns raised by the Union. To that end, and without waiving either party's rights, including but not limited to the Hospital's management rights, the parties agree as follows:

In the event the Hospital exercises its management right to subcontract bargaining unit work from April 1, 2019 through March 31, 2024, the Hospital will red-circle for a period of one (1) year the base hourly rate of an employee who is:

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

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

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

This side letter shall sunset and be null and void effective March 31, 2024, except that the frozen rates shall continue.

**SIDE LETTER:**

**USE OF PER DIEMS**

Every twelve months, the Hospital will provide the Union with a list of all per diems who have worked an average of more than thirty (30) hours per week and the number of hours worked. The Hospital further agrees to meet and confer with the Union within a month after providing such list to review and address concerns over the use of per diems who have worked an average of more than thirty (30) hours per week and identify adjustments/solutions to the use of per diems.

Within sixty (60) days after ratification, the Hospital and the Union will meet to discuss whether full-time or benefit eligible positions may be added in units with high per diem usage. Prior to that meeting, the Hospital will provide the Union with an updated per diem report reflecting per diem usage over the prior twelve months. Per diem employees will be eligible for benefits consistent with, and if required by, applicable law or under the terms of an applicable benefit plan.

**Side Letter: the following will replace the existing articles 32 and 33 effective January 1, 2020. Schedules C and D of the Agreement shall be null and void effective January 1, 2020.**

**Health Insurance**

**Article 32 – Health Insurance**

**Section 1.**

Effective January 1, 2020, full-time (35 or more regularly scheduled hours per week) and part-time employees with regularly scheduled hours of twenty (20) to thirty-four (34) per week shall have the opportunity to participate in the Teamsters Local 251 Health Services & Insurance Plan (251 HSIP) as set forth herein. Effective January 1, 2020, bargaining unit members will not be offered the opportunities to participate in the Lifespan health or dental insurance plans, nor will they be offered any benefit that is provided under the respective 251 HSIP.

**Section 2.**

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

251 HSIP will provide enrollment information to the Hospital in a timely manner so that the Hospital can appropriately adjust payroll deductions.

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

Effective 1/1/2020

Full-time (35 or more hours)		Part-Time (20-34 hours)	
Single Coverage	15%	Single Coverage	20%
Dual Coverage	15%	Dual Coverage	20%
Family Coverage	15%	Family Coverage	20%

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

January 1, 2020 (Total Premium Cost):

Full Time Single	\$937.12/month	Part Time Single	\$762.78/month
Full Time Dual	\$1,816.92/month	Part Time Dual	\$1,307.48/month
Full Time Family	\$2,149.45/month	Part Time Family	\$1,770.71/month

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

- A. The contribution to the 251 HSIP must be made for each employee even though such employee may work less than his/her regularly scheduled hours in any given workweek. The trustees shall have the authority to have an independent CPA audit the payroll and wage records of the IBT health plan participants for the sole purpose of determining the accuracy of contributions to the 251 HSIP.
- B. If the Hospital fails to make contributions to the respective 251 HSIP as set forth herein within seventy-two (72) hours after receiving a notice of delinquency, the Union shall take whatever steps are necessary to secure compliance with this Article. If the Hospital is adjudged delinquent by a court of competent jurisdiction, the Hospital will be liable for all costs of collecting the delinquent payments due together with the attorney's fees and such penalties which may be assessed by the court. The Employer's liability for payment hereunder shall not be subject to the grievance/arbitration procedures of this Agreement.
- C. The Union acknowledges that one of the Employer Trustees will be a representative from the Hospital so long as the Hospital has employees in the respective 251 HSIP.
- D. The Hospital and the Union further agree that should the cost of providing said health coverage through the 251 HSIP exceed the cost of providing such coverage through the above agreed upon contribution rates or through the Lifespan Health self-funded health plan, the Hospital and the Union mutually agree to either cease the Hospital's participation in the respective 251 HSIP and move employees back into the Lifespan Health self-funded health plan, or agree to maintain participation in the respective 251 HSIP with the additional cost being born through increased employee contribution rates.
- C. It is understood that the 251 HSIP provides a comprehensive benefits plan to eligible employees.<sup>2</sup>

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<sup>2</sup> Effective January 1, 2020, IBT employees will not be eligible for medical, dental, life insurance (including supplemental life insurance), FSA, HIV, Legal or any other benefit offered through the respective 251 HSIP. If, in the future, 251 HSIP offers LTD, then IBT employees would no longer be eligible for the Hospital's LTD plan.

Article 33 – Dental Insurance and Bundled Benefits

Effective January 1, 2020, the Hospital agrees to participate in a dental plan offered by the Union with additional bundled benefits. This plan will be offered to full-time employees and part-time employees regularly scheduled to work twenty (20) through thirty-four (34) hours per week who waive medical coverage. This is offered through a Taft Hartley trust. The trust is establishing a separate dental plan for Hospital employees only. The Union agrees that changes to the dental plan can only be made through collective bargaining.

The Hospital agrees to pay 50% of the premium cost on a cost sharing basis with the employees.

Employees electing the dental option through the Union plan are responsible for paying any difference in premium contributions for bundled benefits over and above the current dental plans benefits. For each year of the Agreement, the total premium cost shall not increase by more than 3% each year.

## Requesting a Leave of Absence Procedure

### *Reasons for requesting a Leave of Absence*

*~ Medical leave (Medically necessary to care for a family member or the employee's own serious health condition absence of 2 weeks or more)*

*~ Maternity*

*~ Paternity*

*~ Personal (approved by your manager)*

*~ Educational (approved by your manager)*

*~ Intermittent (Medically necessary to care for a family member or the employee's own serious health condition and need to take intermittent blocks of time off from work related to that illness.)*

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

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

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

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

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

#### Returning to Work:

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

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



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