

November 27, 2024

WOMEN AND INFANTS HOSPITAL COMPREHENSIVE PACKAGE PROPOSAL

This is a comprehensive package proposal. Agreement on any one of these proposals is contingent upon agreement on the package as a whole.

The Hospital reserves the right to modify the following proposals accordingly, including the reintroduction of any proposal that has been withdrawn as part of this package proposal.

The Hospital further reserves the right to modify any of these proposals as a result of changed economic or other circumstances.

I. Wages.

A. Effective the first full pay period four (4) weeks after ratification, increase all wage rates by two-and-a-half percent (2.5%).

B. Effective January 1, 2025, employees will no longer advance steps on their anniversary date.

C. Effective the first full pay period following March 30, 2025, all employees move up one step or to the next longevity step, if warranted. For example, if an employee would reach twenty years of service in 2025, they would move to that longevity step; if, however, an employee would have less service than the next longevity step, they would not move. This step movement will be in lieu of step movement on employees' anniversary dates.

D. Effective the first full pay period following September 28, 2025, increase all rates by one-and-a-half percent (1.5%).

E. Effective March 29, 2026, all employees move up one step or to the next longevity step, if warranted. For example, if an employee would reach twenty years of service in 2026, they would move to that longevity step; if, however, an employee would have less service than the next longevity step, they would not move. This step movement will be in lieu of step movement on employees' anniversary dates.

F. Effective the first full pay period following September 27, 2026, increase all rates by one-and-a-half percent (1.5%).

G. Effective March 28, 2027, all employees move up one step or to the next longevity step, if warranted. For example, if an employee would reach twenty years of service in 2027, they would move to that longevity step; if, however, an employee would have less service than the next longevity step, they would not move. This step movement will be in lieu of step movement on employees' anniversary dates.

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II. **Differentials.** Increase weekend differential to four dollars and fifty cents per hour.

III. **Pension.** The Hospital will adopt the preferred option, but will not adopt proposed changes to eligibility, eligible compensation, or pay codes. Any per diems who work more than 1,000 hours a year will have pension credits paid towards hours worked, this audit will occur 2x a year (March & September).

IV. **Benefits.** As proposed, except modify the WIH Union BlueSolutions HSA proposal so that the Hospital will contribute twenty-five percent (25%) of the deductible.

V. **Overtime.**

ARTICLE XI
OVERTIME

1. Employees shall be paid one and one-half times (1 1/2x) their regular pay for authorized time worked in excess of forty (40) hours in a workweek or in excess of their scheduled shift.

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3. There shall be no pyramiding of overtime.

4. Before overtime hours are offered or assigned, the Hospital first will attempt to fill the opening on an 'extra time' basis (i.e., without overtime premium being necessary) and second by use of qualified per diem personnel. Extra time and overtime shall be distributed as straight time in the following order by seniority: Unit-based employees (including full time, part time, and hours that have been picked up temporarily), per diem employees, float pool employees, employees from other units who are qualified, and retired per diems, then temporary employees. If the extra time is deemed necessary due to a last minute vacancy 90 minutes or less before the shift starts, the shift will be offered first to qualified Employees in the affected Unit on the off-going shift by seniority, second to the call list. If overtime is necessary, it will be offered in accordance by seniority. The Hospital may cancel overtime shifts due to operational needs, up to sixty (60) minutes before the start of the shift.

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Deleted: The wages of per diems will be fixed at a rate that in no instance exceeds the average value of compensation paid to Employees in the same job classification pursuant to this Agreement. The purpose of per diem Employees is not to replace permanent Employees. Per diems are casual Employees, not intended to fill long-term temporary vacancies. Only this section, Article I, Section 1, Article III, and the grievance and arbitration provisions of this contract shall apply to per diem Employees....

5. Any Employee who signs up/volunteers ahead of time and is approved to work any extra/additional hours of work, that is, any otherwise non-scheduled hours of work, will neither be required/mandated to work any additional hours on any such day on which the Employee performs such work nor will be required to float to another unit other than the one for which the Employee signed up/volunteered. However, the Employee nevertheless still may volunteer to float and/or work additional hours beyond the hours for which he/she signed up/volunteered to work.

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6. Any decision to work any such additional hours shall be within the sole discretion of the Employee in accordance with seniority.

7. Any such Employee who chooses to exercise their right not to be frozen or to float shall not be subject to the disciplinary process.

8. For the purposes of signing up for additional work hours beyond an Employee's scheduled hours, needs shall be posted. Any regular Employee who signs up and is approved for any such posted hours shall neither be frozen nor subject to floating to other units.

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9. Recognizing the need for continuity of care, required full shifts shall be granted by seniority before partial shift coverage.

VI. Management Rights. Hospital Proposal 5, as proposed.

A. Revise Article XXI, Section 1 of the CBAs as follows:

ARTICLE XXI
MANAGEMENT RIGHTS

1. Except as in this Agreement otherwise provided, the Employer retains the exclusive right to hire, promote, transfer, direct, and schedule the working force; to plan, direct and to control operations; to suspend, discharge, or otherwise discipline Employees for cause; to change or introduce new or improved methods, equipment, and facilities; to establish or continue its policies, rules, regulations and procedures and to change or abolish such policies, rules, regulations and procedures; to establish and enforce rules for the maintenance of discipline; to determine and set standards of professional conduct, including clinical practice; to discontinue processes or operations or to discontinue their performance by employees of the Hospital; to determine or introduce new methods, techniques, technology and processes; to change; to temporarily or permanently subcontract work; to increase, decrease, relocate, consolidate, modify, discontinue, move, reorganize, transfer, close or sell any operations of the Hospital in whole or in part and to layoff or terminate employees in connection therewith or for other legitimate reasons; to use and install security cameras and other means and methods of tracking movement through the Hospital; to test for alcohol or drug use in accordance with applicable law; to use temporary, per diem, managerial, and supervisory employees to perform unit work as needed; to require overtime work; to determine whether vacancies exist and whether to fill them; to determine the number and types of employees required; to combine, expand, change, or eliminate any jobs; to assign work to such employees in accordance with the needs and requirements determined by the Hospital; to establish and change work locations and assignments; to evaluate performance at any time; to take such measures as it may determine to be necessary for the orderly and safe operation of the Hospital; to set and determine policies related to health and safety and in all respects to carry out, in addition, the ordinary and

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customary functions of Management. None of those rights shall be exercised in a capricious or arbitrary manner. This Article shall survive the expiration of the collective bargaining agreement.

B. The Union agrees that the Hospital may engage a third-party for snow removal.

VII. Visitation. Hospital Proposal 6, as modified below:

2. A duly authorized representative of the Union, including off-duty delegates, shall have reasonable access to the public areas of the Employer's premises, or to specifically approved non-public areas, such as approved meeting rooms, for the purpose of conferring with the Employer, Delegates of the Union and/or Employees and for the purpose of administering this Agreement. Each time a representative of the Union seeks access to the Employer's premises, the representative will first give, at least twenty-four (24) hours' advance notice and will confer with the Vice-President for Human Resources or their designee upon their arrival. Advance notice will be by email or another method selected by the Vice-President for Human Resources or the designee. The Union representative will identify the specific areas of the Hospital they intend to access. Access badges must be obtained by the representative each day they are on premises and may not be obtained in advance. No Employee or Union Delegate shall engage in any Union activity during working time or which interferes with the proper performance of their duties or the duties of any Employee of the Hospital or in working areas of the Hospital at any time. Under no circumstances may a representative access any locked unit, without the express prior approval of the Vice-President for Human Resources or his/her designee. While on site, Union representatives will comply with all reasonable rules related to third-party access.

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VIII. Vacancies.

A. **Hospital Proposal 8.**

B. **Hospital Revised Proposal 9:**

1. **Revise Section 5 in Article VIII of the RN CBA, as follows:**

5. When a job vacancy occurs, among those bidding for the vacancy, the Hospital shall transfer the Employee with the greatest seniority from among qualified applicants. If there are no otherwise qualified applicants, for whatever reason, an Employee who nevertheless is within the 'no transfer' period of three (3) months post-probation, may still transfer into the vacant position. When a new Employee is hired and assigned to a specific nursing position, he/she will be expected to work in that position for a minimum period of three (3) months after completion of their probationary period. Newly hired Registered Nurses shall be considered probationary Employees for a period of ninety (90) days from the date of employment and newly hired Licensed Practical Nurses shall be considered probationary for a period of ninety (90) days from the date of employment. Employees are not eligible to transfer to a new position for twelve (12) months following the receipt of corrective action.

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2. Revise Section 2 in Article VIII of the Clerical and Service CBAs, as follows:

2. When a job vacancy occurs, the Hospital shall transfer the Employee with the greatest seniority from among qualified applicants. Employees shall have the right to vacancies over new hires. Employees are not eligible to transfer to a new position for twelve (12) months following the receipt of corrective action.

3. Revise Sections 3 and 4 in Article VIII of the Technical CBA, as follows:

3. When a job vacancy occurs, Anyone interested in applying for the vacancy shall submit an application. The vacancy shall be filled on the basis of qualifications (including such factors as experience, education, employment record and ability) and when two (2) or more applicants are found to be relatively equally qualified, seniority will be the determining factor. Employees are not eligible to transfer to a new position for twelve (12) months following the receipt of corrective action.

C. Union Counter Proposal. Create a new Section in Article VIII of all CBAs, as follows:

Any employee who is selected for transfer or promotion into a position for which they applied will confirm their acceptance of the new position within twenty-four hours of being verbally notified of their selection.

IX. Probationary Period.

A. Hospital Proposal 7, as proposed.

B. Add the following language to each CBA:

If an employee who was not an internal candidate does not pass the probationary period in a department, the Hospital hospital will not moved the employee to a different department, but are bound by the provisions of this agreement regarding bidding or transferring to new positions. The Employee may apply for an open position in accordance with the applicable provisions of this Agreement.

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X. Scheduling. Revise Article X, of all CBAs, as follows:

Staffing Scheduling Templates

In an effort to provide stable staffing and eliminate inefficiencies, the concept of no canceling is a preferred method of scheduling. However, the parties recognize that patient census and acuity may fluctuate from time to time. When, in the Hospital's discretion, it believes there are more

scheduled staff than needed for a particular shift, the Hospital will cancel staff in the following order:

- Incentive;
- Overtime;
- Per Diems;
- Extra Shifts; and
- Volunteers.

Overtime will be cancelled in order of inverse seniority. Volunteers will be selected in order of seniority. Employees who are called off will have the option of using vacation or holiday time or going unpaid.

Recognizing different requirements in determining staffing patterns, two (2) templates will be available, however intervals may be modified and/or opting out by mutual agreement would be acceptable.

Template A:

- Fourteen (14) days prior to a "need" for a shift to be filled, that shift will be posted electronically or in a designated area by the employer.
- All qualified workers shall have seven (7) days to sign up for extra time or overtime. The time shall then be approved by the employer (straight time, per diem, overtime by seniority) within twenty-four (24) hours. These approvals shall then be posted.
- Once approved, the employee will then have up to forty-eight (48) hours to cancel their approved shift/s.
- The employer shall then contact the next senior employee on the list, making said shift/s available. If no such employee is available the employer shall call the unit-wide call list by seniority, offering said time.
- There shall be no involuntary cancelling of straight time by either party, except as identified above. Overtime shall not be involuntarily cancelled less than sixty (60) minutes before the overtime shift is scheduled to start.
- Employees who cancel straight or overtime after the forty-eight (48) hour cancellation window, may be subject to discipline, if they cancel more than one (1) incident in a three (3) month period.

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Template B

- At least twenty-one days prior to a "need" for a shift to be filled, that shift shall be posted for straight time.
- Employees will have seven (7) days to sign up for straight time.

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- Fourteen (14) days prior to the "need" the straight time shall be approved by seniority, by the Employer within (twenty-four) 24 hours.
- Employees shall have forty-eight (48) hours after the approval to cancel approved shifts.
- Employer shall give shift to next most senior on list, then per diem.
- Ten (10) days prior to the "need" overtime will be posted by Employer for seven (7) days. Employees shall be approved by seniority.
- Approvals shall be posted X days prior to "need". Employees shall then have up to forty-eight (48) hours to cancel their approved overtime shift/s. ~~Overtime shall not be involuntarily cancelled less than sixty (60) minutes before the overtime shift is scheduled to start.~~
- Employees who cancel straight or overtime after the forty-eight (48) hour cancellation window, ~~may be subject to discipline,~~ if they cancel more than one (1) incident in a three (3) month period.

Employees that work at off site locations will be notified by the manager or designee that such extra time (and overtime) has been approved, in a timely manner.

XI. Per Diems. Create new Article, "Per Diems," in all CBAs. Move and revise existing language as follows:

ARTICLE __
PER DIEMS

~~Per diems are casual Employees, not intended to fill long-term temporary vacancies. Only this Article, Article I, Section 1, Article III, Article XI, and the grievance and arbitration provisions of this contract shall apply to per diem Employees. The wages of per diems will be fixed at a rate that in no instance exceeds the average value of compensation paid to Employees in the same job classification pursuant to this Agreement. The purpose of per diem Employees is not to replace permanent Employees.~~

1. This provision includes both Inpatient and Outpatient Per Diems. ~~Per diems will be required to work forty-eight hours per month, including at least two (2) weekend shifts, unless such hours are not available. In smaller departments that cannot accommodate forty eight hours per month, the Hospital may determine per diem requirements for that department. Per diems must actually work their required hours. They will not receive credit for shifts they commit to, but do not actually work.~~

Deleted: After this window there shall be no cancelling by either party unless voluntary call-offs offered to all workers on their shift (overtime, straight time by

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2. The Hospital may also hire retired employees as “Retiree Per Diems.” at manager discretion. Retired Per Diems may work no less than two shifts per month, unless such hours are not available. Retiree Per Diems may work no more than forty hours per month, but are otherwise governed by the provisions of this Article.

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3. Employees who do not meet their minimum requirements for a period of ninety (90) days may be terminated.

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5. High Program: PDs commit to work a minimum of 56 hours per month. These hours will include: (a) at least 1 weekend/month and (b) an additional 8 hours of work (weekend or work-week) to be worked 7p-7a. High Program PDs will be paid a \$4.00/hour stipend for all worked hours up to and over 56 hours/month to be paid out in the first full payroll week of the month following the commitment being met. Effective [date of ratification] the High Program will sunset. Employees in the High Program at that time may remain in that program, but if they leave the program (such as by taking another position), they may not rejoin it.

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Deleted: 4. Low Program: PDs commit to work a minimum of 48 hours per month. These hours will include at least 1 weekend/month.

a. No stipend will be paid when ill time is used; the stipend applies only to worked hours.

7. Per diems may be hired for specific shifts (i.e., days, evenings, nights). When a per diem is hired for a specific shift, they must work their required hours on the shift for which they were hired, but may pick up additional hours on other shifts.

8. Should a PD cancel a shift, that shift must be replaced with a similar shift, for example: If a PD cancels a Sat 11p-7a, she / he must pick up Sat 11p-7a.

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Deleted: Both Programs require the PD to work one major holiday (July 4, Thanksgiving, Christmas; for outpatient major holidays are the Friday after Thanksgiving, Christmas Eve, and New Year’s Eve)...

9. PDs will be assigned at the beginning of the calendar one major and one minor holiday in rotation. Major holidays are July 4, Thanksgiving, Christmas; for outpatient major holidays are the Friday after Thanksgiving, Christmas Eve, and New Year’s Eve. A rotation list will be developed by management and union leadership. PDs may swap holidays with other PDs. Once a PD has committed to a holiday, they are obligated to fulfill it.

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10. Two cancellations within 3 months may result in discipline. Calling out sick (AKA discharging accrued sick time) is not cancelling a shift for purposes of this agreement.

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11. PDs may opt to call out sick without first picking up and cancelling a shift. If they do this, those hours paid will not be counted towards the monthly minimum hourly work requirements.

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12. If a PD calls out and has sick time, they must discharge sick time. A PD's use of sick time will be treated the same as a regular employee's use of sick time for disciplinary/attendance purposes.

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13. Incentive, when/if offered will only be available to those PD who meet the requirements in total during the month previous to the offer.

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14. If a float is needed from the unit or area to which a per diem is assigned, the per diem shall float, first by qualification and then by seniority.

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15. If fully oriented to a unit, per diem may be given regular assignment (i.e., scn, admissions, transport, etc.).

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16. Per diems may be cancelled only after offering voluntary call-offs to regular status and per diem employees.

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17. Per diems shall have seniority as defined in Article VII except as modified herein the Per Diem section.

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18. In addition, all such Employees who return to regular employment shall have their seniority restored, one time only. E.g., an Employee who transfers from regular employment to per diem with eight (8) years' seniority, and returns to regular employment after five (5) years of continuous service as a per diem, shall be restored to eight (8) years seniority, and his/her seniority date shall be adjusted accordingly. If the same Employee again becomes a per diem and then returns to regular status, his/her seniority shall not be restored, but the Employee shall begin accruing seniority from 0.

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19. The parties understand that the wages of per diems shall be fixed at the Step 10 rate, and that wage rates of per diem personnel should increase equally to the negotiated contractual increases of similarly situated, regular bargaining unit Employees.

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20. Regular Employees must be employed by the Hospital for two (2) years before transferring to a per diem position. After two (2) years of employment, an Employee may request a transfer to per diem status, if a posted per diem position is available.

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21. Per diems are casual employees. They should only work shifts where there are temporary, highly variable, or unexpected needs. When a regular position is necessary, management will generally post such a position.

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22. Employees who are per diem status, who then accept a temporary position have the right to be reinstated in their existing per diem position, provided the temporary position

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meets or exceeds the per diem minimum hour requirement in Section 1 herein. While working in a temporary position, per diems shall retain the per diem rate of pay.

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23. After the schedule is posted and all the holes are filled for the shift in which coverage is requested, a regular full time or part time RN may access a per diem RN to request coverage of a shift. By way of example, if an RN is seeking coverage for a shift from 3:00pm-11pm, all holes in any shift between those hours must be filled. The regularly scheduled RN must obtain approval from the Director of their unit for this substitution. Such approval will not be unreasonably denied. Hours worked by per diem RN as a substitution under this sub-section shall not count for purposes of satisfying the minimum requirements set forth in paragraphs 4 and 5 above.

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25. Any per diems who work more than 1000 hours a year will have pension credits paid towards hours worked.

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26. Per Diems may not bid on a permanent job until a year after date of hire as per diem, unless there are no other qualified internal applicants.

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Deleted: 25. Retiree Per Diems may continue working as a RPD for the duration of the Covid- 19 pandemic, as declared by the governor of CT . When the pandemic declaration expires and the maximum hours pensioners are eligible to work are modified, there will cease to be a special Retiree Per Diem status at WIH. This does not preclude eligible retirees from applying as per diems. The parties may establish a retiree per diem pool with guidelines by agreement in the future.

XII. Vacation. For Discussion.

XIII. Holidays. Hospital Proposal 32.

A. Delete all Holiday, Holiday Practice, and Float Days MOUs from all CBAs.

B. Revise Article XIII in all contracts to read:

**ARTICLE XIII
HOLIDAYS**

1. Employees, after their probationary period of employment, shall be entitled to the following paid holidays within each calendar year:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
VJ Day	2nd Monday in August
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October

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Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25
Employee Birthday	

2. (a) Recognizing that the Employer works every day of the year and that it is not possible for all Employees to be off on the same day, the Employer shall have the right, at its sole discretion, to require any Employee to work on any of the holidays herein specified; however, the Employer agrees to distribute holidays off on an equitable basis. If an employee's holiday off falls on a day they are regularly scheduled to work, the Employee shall be paid a regular full day's pay for that day, regardless of whether the Employee is full time or part time.

(b) In the event an Employee is required to work any holiday above, ~~they~~ shall be paid at the rate of ~~one-and-one-half~~ times (1 1/2x) ~~their~~ regular pay for those hours. All holiday time accrued will be paid out in the same week or converted to vacation time at the Employee's discretion. This time will be tracked as holiday time until the end of the calendar year, but is vacation time for all other purposes. ~~Employees' holiday on will count toward their weekly scheduled hours, and their schedule will be adjusted accordingly based on the needs of the Hospital.~~

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(c) If a legal holiday falls on an Employee's day off, the Employee shall receive an additional regular day's pay. All holiday time accrued will be paid out in the same week or converted to vacation time at the Employee's discretion. This time will be tracked as holiday time until the end of the calendar year, but is vacation time for all other purposes.

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(d) From 7:00 am on the day on which a holiday is legally celebrated to 7:00 am of the following date shall be the time during which holiday premium pay is paid to those Employees who work at that time.

(e) If a legal holiday falls during an Employee's vacation, at the option of the Employer the vacation shall be extended by one (1) day, or the Employee shall receive an extra day's regular pay or a day off with regular pay. In making the determination, the Employer will take into consideration the Employee's expressed preference.

(f) Employees shall be paid at the rate of twice (2x) their regular pay for all hours ~~worked on a holiday~~ in excess of ~~their scheduled shift~~.

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3. If a holiday falls during the time away from work due to a leave of absence, no holiday pay or day off with pay will be granted.

4. Except for extenuating circumstances, an Employee will not be required to work both the holiday and the holiday eves of Thanksgiving, Christmas and New Year's. Any Employee who is required or volunteers to work both such holiday eve (Thanksgiving, Christmas and New Year's) and holiday day will receive pay at a rate of time and one-half (1.5x) their regular pay for hours

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worked on the eve as well as on the holiday. This rule shall apply to employees who work both the 4:00 P.M. – 4:00 A.M. and the 4:00 A.M. – 4:00 P.M. shifts in respiratory therapy.

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5. An Employee may voluntarily work any holiday with permission of their immediate supervisor. Said Employees shall be paid as if it was their Holiday on.

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6. Employees who work scheduled twelve (12) hour shifts only, shall be paid holiday pay for twelve (12) hours. Employees who work three (3) scheduled twelve (12) hour shifts for forty (40) hours pay will be granted full-time holiday benefits. Employees who are scheduled to work some twelve (12) hour shifts and some shorter shifts shall be entitled to twelve (12) hours holiday pay for holidays that fall on days on which they are scheduled for twelve (12) hours work.

7. Employees who exhibit a pattern (2 or more times in rolling twelve-month period) of missing work on their scheduled workdays on immediately before or immediately after a holiday will be required to provide a physician's note verifying their absence in order to be eligible for holiday pay in any future instances of missing scheduled work on the day of, before or after a holiday.

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XIV. Sick Leave. Hospital Proposal 26.

A. Delete Personal Days and Float Days MOUs.

B. Revise Article XV in all CBAs as follows:

ARTICLE XV SICK LEAVE

1. On the effective date of this Agreement, all non-probationary Employees shall be entitled to paid sick leave at the rate of one (1) day per month for each month between the effective date and the Employee's next anniversary of his/her date of hire. All new Employees, upon completion of their probationary periods, shall be entitled to paid sick leave at the rate of one (1) day per month, for each month between their date of hire and the anniversary of their date of hire. Thereafter, all Employees shall receive twelve (12) additional days on each anniversary of the Employee's date of hire. Unused sick leave may be accumulated from year to year up to a maximum of seventy-five (75) days.

2. Pay for any day of sick leave shall be at the Employee's regular pay.

3. Any Employee who transfers from full-time to part-time status is immediately disqualified under the full-time sick leave agreement.

4. Any Employee who transfers from part-time to full-time status will immediately qualify for the full-time sick leave agreement.

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5. To be eligible for benefits under this Article, an Employee who is absent due to illness or injury must notify his/her supervisor at least (90) ninety minutes before the start of his/her regularly scheduled shift unless proper excuse is presented for the Employee's inability to call. If the Employee fails to reach his/her supervisor when calling, then the Employee must notify the switchboard operator by stating to the switchboard operator the Employee's name, department and the fact that the Employee will be absent due to illness or injury.

6. Any Employee absent from work due to illness for three (3) or more consecutive work days must be cleared for work at the Employee Health Clinic before being allowed to return. For absences of less than three (3) days due to illness, the Employer may, at its discretion, require any Employee to be cleared for work at the Employee Health clinic before being allowed to return.

7. The Employer may require a doctor's note of any Employee at his or her own expense for absence due to sickness of a duration of three (3) or more consecutive working days.

Deleted: physician's certificate

8. If the Employee is absent from work for more than three (3) consecutive work days without notifying the Hospital before the expiration of said three (3) consecutive work days, his/her employment shall be terminated. The Hospital shall not apply this provision unreasonably. i.e. up to three (3) sick days per year for personal business. The use of these personal days shall not be considered as an abuse of sick time.

9. Sick Days may be used to attend to the sickness or injury of a member of the Employee's family or household.

10. Employees may, upon notifying their supervisor as set forth below, use up to three (3) sick days per year for personal business. The use of these personal days shall not be considered as an abuse of sick time. It is the intent to use the three (3) days Personal Time (pro-rated for part time employees) for unexpected or unanticipated personal emergencies. Requests for Personal Time for Patient Care Services can be made in four (4) hour increments. Personal time should be requested at the earliest two (2) weeks prior to the date requested and at the latest by 1:00 pm on the business day prior to the requested Personal Time off. All such requests shall be granted with consideration for unit needs as described in Section C.

(A) If an Employee requests Personal Time after 1:00 pm on the previous business day, the manager may request documentation of the unexpected or unanticipated personal emergency to be administered as "Personal Time." Such documentation may be provided to the manager or to HR or to Employee Health. If documentation is not provided, sick time will be used in accordance with section D) below. Such documentation shall remain confidential.

(B). If an Employee is made aware of an unexpected or unanticipated personal emergency during a shift that they are currently working and must leave the shift(s) for which they are scheduled that day, they shall be allowed to use Personal Time, even if the remainder of the shift(s) does not fall into 4-hour increments provided he/she provides documentation of an emergency. If

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documentation is not provided, sick time will be used in accordance with section D below. Such documentation shall remain confidential and can be turned into the Employee's Manager, Employee Health or HR.

(C) If a unit receives multiple requests for Personal Time on the same day, or if a request places the unit in a difficult staffing situation, the manager reserves the right to ask for documentation of an unplanned or unanticipated emergency for any Personal Time requests related to that day, regardless of advanced notice. Documentation can be provided to the Employee's manager, Employee Health or HR. If documentation is not provided, the personal time can be denied and can be used as sick time in accordance with section D) below. Such documentation shall remain confidential.

(D) The inability to provide documentation of the unexpected or unanticipated emergency in A), B), or C) above will require the time to be administered as "Sick Time" and be subject to practices governing Sick Time use.

11. ~~All hours worked up to eight (8) per day and forty (40) per week shall be used to compute sick time accrual based upon hours worked during the prior calendar year.~~

Deleted: Commencing January 2, 1989, a

12. Employees may donate their sick or vacation time to an Employee who is out with a longterm illness, who has exhausted all TDI and all paid time/leave, to be paid at the rate of pay of the recipient not to exceed the number of hours for which the sick Employee was hired. There shall be no limits on the duration that Employees may receive donations. Employees may only donate sick time from their own "current year" accruals. Employees must have a minimum balance of forty eight (48) hours of sick time available to them after any such donation has been made. Donations under this program will be anonymous and will only be disclosed to the recipient and/or any other individual at the request of the donating Employee.

XV. Sick Leave Buy Back. Modify the Sick Leave Buy Back provisions of all CBAs as follows:

SICK LEAVE BUY BACK

_. Employees shall have the following two options to sell back sick time:

I. May Sell Back:

(a) ~~Employees may choose to sell back eight or sixteen hours in the first pay period of May if they have not used sick time during the first six months of the Buy Back year (October 1 – March 31st).~~

Deleted: Employees may choose to sell back eight or sixteen hours in the first pay period of May if they have not called out sick in the preceding six months (January 1 to June

(b) The employer will buy back the sick time at a rate of 100%.

And:

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II. Annual Sell Back:

(a) If an Employee has used less than thirty-two (32) hours of sick time during the fiscal year (or between and including specific pay periods that begin and end nearest to the fiscal year), the Employee may cash in up to forty (40) hours of sick time (prorated for part time Employees) less those hours cashed out in May. The cash in shall be at eighty percent (80%) of the total amount requested. For example, if a full time Employee wishes to cash in all forty (40) hours, she/he will receive thirty-two (32) hours of pay and forty (40) hours will be removed from her/his bank (40 hours × 80% = 32 hours).

(b) If an Employee has perfect attendance during the fiscal year, the Employee may cash in up to forty (40) hours of sick time (less those hours cashed out in May). The cash in shall be at one hundred percent (100%) of the total amount requested.

III. General Rules:

(c) An Employee must retain a minimum balance of forty (40) hours in their bank to cash in any sick leave.

(d) Cash in amounts must be eight (8) hours or more.

(e) An Employee may only cash in hours from the year preceding the cash out period.

(f) The cash out payment will be made by the Hospital on or prior to May 15 and November 30.

(g) This provision does not include personal sick days.

(h) Employees who wish to participate in the Annual Sell Back program must notify the Hospital in writing by September 15 of each year.

XVI. Leaves of Absence. Revised Hospital Proposals 15 and 30.

Revise all CBAs to read:

ARTICLE XVII UNPAID LEAVE

Joint Statement. Our success depends on teamwork. When Employees are not present for work, co-workers are often left to adjust and assume additional duties. This can cause undue hardship for our colleagues and be detrimental to high-quality and affordable patient care. It also can be disruptive to schedules and long-term planning. As such, a process must be established that allows Employees to understand the parameters of acceptable behavior in regard to leave of

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absence utilization and also allow management to administer a program in a consistent, yet compassionate, manner.

Employees are encouraged to schedule leaves during non-peak, non-summer time blocks. Full Time and Regular Part Time Employees shall be eligible for unpaid leave in accordance with the following:

1. Parental. A parental leave of up to six (6) months will be granted upon request commencing prior to or at the time of the birth or adoption of a child. Within the first eight (8) weeks after birth, an employee may exercise the option to add an additional three (3) months for a total of no more than nine (9) months of Parental Leave.

2. Military Leave. Leaves of absences for the performance of duty with the U.S. Armed Forces, National Guard, or with a Reserve component thereof, shall be granted in accordance with applicable law and Hospital policy. All Employees required to be at military drills or on active deployment shall continue all benefit time accruals for the length of their military obligation up to one (1) year.

3. Union business. A leave of absence of up to one (1) year shall be granted to Employees with one (1) or more years of bargaining unit seniority in order to accept a full-time position with the Union, provided such leaves will not interfere with the operation of the institution. No more than one (1) member of the bargaining unit may be on such leave at any time.

4. Medical. After the probationary period of employment, medical leave may be granted for up to thirteen (13) weeks for illness. A physician's certificate must be presented with the request for medical leave showing that there are medical reasons for the need for the Employee to go on medical leave status. Extensions may be granted provided the Employee requests an extension in writing prior to the expiration of the original leave of absence, and submits a further physician's certificate showing medical reasons for such extension. The Employer may have the Employee examined by a physician designated by the Employer, at the discretion of the Employer, in considering the granting or extending of medical leave. The decision of the head of Human Resources for the Hospital or a divisional leader shall be final with respect to the granting or extending of medical leave.

5. Leaves of absence without pay for other reasons such as education at an accredited educational institution may be granted at the discretion of the Employer. Such leaves will not be unreasonably denied.

6. Effective January 1, 2021, when an Employee with three (3) or more years of service (at the commencement of their leave) returns from a medical or parental leave of absence of nine (9) months or less, the Employee shall be entitled to return to his/her former position. When an Employee with less than three (3) years of service returns to work following a medical leave of absence greater than thirteen (13) weeks or a parental leave of absence greater than nine (9)

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months, the Employee shall be reinstated to his/her former job, if available, or to a unit-based temp position on the same unit and same shift. If there is no unit-based temp job available, the member may follow the procedures outlines in the career security provision (Article XX). As a condition of reinstatement following a leave of absence for illness, the Hospital may require the Employee to receive the approval of the Hospital's Health Service.

7. Leave year is defined as rolling year. A rolling year means that each time an employee takes a leave, the leave entitlement is calculated by subtracting any other leaves they have taken in the preceding twelve (12) months. For example, if an employee takes a three month leave beginning November 1 (returning February 1st), that employee would be eligible for a maximum of additional six (6) months until the following November 1st).

7a. For the purpose of leave availability under this agreement, the leave Year will begin on the first date in the year on which a leave is requested.

8. Employees on workers comp due to work related injury shall not be charged for medical leave or any other leave under this section. And upon return to work shall be entitled to all of their accrued time (sick, vacation, holiday time).

9. Intermittent Leave – Employees shall be entitled to intermittent FMLA leave year up to thirteen (13) weeks in a leave year. The Employee will be eligible to elect to take days paid or unpaid give their timekeeper & manager enough advanced notice so that a payroll change can be made (minimum of one hour increments).

10. For leaves covered by the FMLA (e.g., medical, intermittent, parental) employees must use their sick time while on leave, but may reserve one (1) week. If sick time is exhausted (excluding the reserved week), the employee must use accrued vacation time, provided however, and Employee may request to their manager to retain two (2) times their standard hours of vacation time (i.e., a forty (40) hour employee may retain 80 hours of accrued vacation time).

Deleted: Employees shall not be required to use paid time for any leave under this article. Employees may use any accrued time in conjunction with the use of leave under sections one (1) and four (4) with proper and timely notification to Payroll...

11. For parental leave, employees may use accrued benefit time before FMLA leave to a maximum of twenty-six (26) weeks combined, to cover health insurance costs.

~~12. Employees will not accrue seniority while on an unpaid leave.~~

12. TCI

Employees who are eligible under Rhode Island State law to access benefits under the Rhode Island Temporary Caregivers Insurance Act may do so; any leave of absence from work will not be concurrent or counted against leaves of absence benefits under this Federal/State FMLA.

13. Vendor

If the Employer subcontracts its role of tracking leaves and communicating with members on leave, any subcontracted agency will abide by the terms and conditions of this agreement.

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14. Notices:

- a) Employees are required to provide at least 30 days advance notice to obtain a leave of absence and the associated privileges with such leaves, except where such notice is not possible or practical because the employee does not know exactly when leave will be required or the foreseeable situation has changed.
- b) Employees who become aware of the need for a leave of absence more than 30 days in advance are strongly encouraged to provide the Employer with notice as soon as they become aware of the need for a leave of absence.
- c) Employees will be required to submit all requests (including extension requests) and documentation for leaves of absence directly to the designated leave vendor (currently FMLA Source).

15. Employees are responsible for paying their share of benefit premiums while on leave. Failure to do so may result in termination of benefits. Employees who fail to pay their share of benefit premiums while on leave will create a repayment plan with the Hospital pursuant to which, they will begin making payments no later than thirty (30) days following their return to work receipt of a notice indicating the amount owed and complete repayment no later than ninety (90) days following the return to work, if the leave was less than six months and one hundred and twenty days if their leave was greater than six months. After twenty-six (26) weeks of leave under this Article, employees will transition to benefits under the Consolidated Omnibus Budget Reconciliation Act (“COBRA”).

XVII. Preceptor. Hospital Proposal 19.

- A. Delete Preceptor MOUs.**
- B. Revise RN and Technical CBAs to read:**

__ . Preceptor

Introduction: The RN/Technical preceptor program offers a practical approach to the orientation of new, temporary, or agency employees. The preceptor provides increased clinical support for a new employee in the same job title.

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Definitions: A preceptor is an employee identified by management who has met or is capable of meeting the below criteria. Employees interested in serving as preceptors may request to do so. Such requests will not be unreasonably denied.

- 1. Clinical competence as determined by their manager/supervisor
- 2. Ability to provide leadership
- 3. Communication skills
- 4. Interest in professional growth

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5. Orientation will be provided by Bargaining unit members whose duties include the responsibility to act as preceptors and who have completed the one-day preceptor class provided by the Hospital.

6. No corrective action within the preceding six (6) months.

Preceptor assignments shall be distributed equitably by management among designated preceptors on each unit or work area. If there are no volunteers to precept, Management may designate an employee who management has determined meets the above qualifications, to serve as a preceptor. Where appropriate, Preceptor’s patient assignment will be adjusted to take into account the added responsibilities of serving as a preceptor. Employees being precepted shall not be counted as staff. Preceptor compensation shall be \$3.00 per hour for preceptors.

Deleted: Precepting will not be mandatory.

C. Delete the following language from Article IX of RN and Technical CBAs:

XVIII. Floating. Hospital Proposal 22. Revise Article IX, Section 9 of the RN CBA as follows:

9. Employees who are floated to a unit other than to that which he/she is regularly assigned shall receive a differential of three dollars and fifty cents (\$3.50) per hour for each hour so floated. Float pool nurses are not eligible for this differential. Nurses who are double floated (both nurses involved) will receive a float differential of four dollars and fifty cents (\$4.50) for each hour of the shift the Employee is actually double floated. Return a nurse to their home unit is not a float for purposes of determining whether a nurse has been double floated. If a float pool Employee is double floated, the Employee who is floated twice (2x) will receive a double float pool premium of four dollars (\$4.00) per hour for the hours she/he is actually double floated.

Deleted: . Employees shall be paid a differential of three dollars (\$3.00) per hour for hours worked as a preceptor. Preceptor pay shall be paid any time an Employee is training, regardless of whether the trainee is in the bargaining unit...

XIX. Leads. Hospital Proposal 31. Revise Article IX in the Service and Clerical CBAs as follows:

5. Employees assigned by the Hospital to serve in a team leader role shall receive an additional one dollar and seventy-five cents (\$1.75) per hour for the shifts they are assigned. Employees employed in a “lead” position are not eligible for this differential.

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XX. Remote Coder Work. Hospital Proposal 35. Revise Art. X of the Clerical CBA as follows:

12. Coders Working Remotely

Coders may work remotely or from home by mutual agreement between the coder and the Hospital. Part of the mutual agreement will include productivity standards such as those in the agreement reached on September 19, 2016.

Deleted: but will work at the Hospital at least one day per week...

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Deleted: XXI. Req Up. Hospital Proposal 13.

Deleted: XXI. Rotating Shifts. Revised Hospital Proposal 14....

XXII. Non-Discrimination. Hospital Proposal 3 and counter to Union proposal.

A. Revise Article IV, in all CBAs, as follows:

Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, creed, national origin, sex, sexual orientation, age, handicap or disability, gender identity and expression, political belief, veteran status, ethnicity, religion, marital status, genetic information, Union membership or support, or any other legally protected characteristic. Further, the parties are committed to diversity in the workplace. The Hospital and the Union shall split the cost of interpreting the CBA into Spanish and Portuguese.

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B. Add new Section to Article V in all CBAs:

_. The Employer will provide a kiosk to include a computer with internet access, a printer, and a scanner available to all employees in a central location at the main hospital for members' work-related use, including to access benefit information.

XXIII. Complete Agreement. Hospital Proposal 4.

XXIV. Counter to Union Proposal. Create new Section in Article VIII of all CBAs:

_. Employees may only pick up extra shifts on units where they have obtained all current competencies, as determined by the Hospital, and have been oriented to the unit.

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XXIV. Counter to Union Proposal. Revise Art. VIII in all CBAs:

_. Dropping Hours

Any Employee who wishes to permanently drop hours in four, eight, or twelve hour increments from their schedule may request to do so in writing to their immediate supervisor and Human Resources. If more than one employee wants to drop hours at the same time, the most senior will be allowed to do so first. The hours they propose to drop, to the extent that the hours are going to be filled, shall be posted internal to that shift and unit and be awarded by seniority. They can only be picked up by employees that hold the same job title. Per diems may not bid on such hours. Only if another Employee is awarded those hours may the requesting Employee be permitted to drop said hours. Both Employees must maintain their weekend obligation. An Employee may not drop hours more than once in a calendar year. An Employee must be in a position for one year before dropping hours from that position.

XXV. Counter to Union Proposal. Create new Section in Art. XXI of the Clerical and Service CBAs and Art. XXII of the Technical and RN CBAs:

_. If an employee is suspended pending investigation and is subsequently returned to work without corrective action or corrective action below the severity of a suspension, the employee will be paid their regular hourly pay rate for regularly scheduled shifts missed as a result of suspension pending investigation.

XXVII. Counter to Union Proposal.

ARTICLE XXIV

GRIEVANCE PROCEDURE

1. A grievance shall be defined as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any alleged breach thereof, and shall be processed and disposed of in the following manner:

Step 1. Within ten (10) days (except as provided in Article XXI), an Employee having a grievance and/or his/her Union Delegate, or other representative shall take it up with his/her immediate supervisor or manager. The Employer shall give its answer to the Employee and/or his/her Union Delegate or other representative within five (5) working days after the presentation of the grievance in Step 1.

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Step 2. If the grievance is not settled in Step 1, the grievance may, within five (5) working days after the answer in Step 1, be presented in Step 2. When grievances are presented in Step 2, they shall be reduced to writing, signed by the grievant and his/her Union representative, and presented to the grievant's department head or his/her designee. A grievance so presented in Step 2 shall be answered by the Employer in writing within five (5) working days after its presentation.

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Step 3. If the grievance is not settled in Step 2, the grievance may, within five (5) working days after the answer in Step 2, be presented in Step 3. A grievance shall be presented in this step to the Vice-President for Human Resources or Administrator of the Institution, or his/her designee; and he/she or his/her designee shall render a decision in writing within five (5) working days after the presentation of the grievance in this step. At the request of the Union a meeting will be held to discuss the grievance prior to an answer by the Hospital.

Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 3, in the first instance, within the time limit specified in Article XXI, Section 2. The Step 3 respondent from the employer shall not be the same representative who conducted any of the relevant investigation.

Without waiving its statutory rights, a grievance on behalf of the Employer may be presented initially at Step 3 by notice in writing addressed to the Union at its offices.

2. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.

3. A grievance which affects a substantial number or class of Employees, and which the Employer representative designated in Steps 1 and 2 lacks authority to settle, may initially be presented at Step 3 by the Union representative.
4. The Employer shall have the right to file a grievance at Step 3 of the grievance procedure.
5. A grievance must be initiated within ten (10) days of the occurrence of the cause for complaint or if neither the aggrieved Employee nor the Union had knowledge of said occurrence at the time of its happening, then within ten (10) days of the first such knowledge by either the aggrieved Employee or the Union. Any grievance not filed or appealed to a higher level within the time limits provided for in this Agreement, shall be conclusively waived by reason of failure to process within the time limits provided.
6. Upon request of a party to this Agreement, the other party will produce for inspection and copying any documents which that party intends to offer as evidence in a grievance proceeding.
7. If an Employee's testimony is necessary in any grievance proceeding held during a time in which the Employee is scheduled to work, that Employee shall be paid for the time required to give such testimony.

XXVIII. Counter to Union Proposal.

ARTICLE XXV
ARBITRATION

1. A grievance, as defined in Article XXIV which has not been resolved thereunder may, within three (3) working days after completion of Step 3 of the grievance procedure, be appealed to arbitration by the Union by faxing and/or e-mailing to the Hospital's labor attorney, a written demand for arbitration containing a specific reference to the single written grievance involved and a statement of the remedy sought (and, in addition to the foregoing, the Union may also present its demand for arbitration at the conclusion of the Step 3 meeting).
2. The parties agree to use the Labor Relations Connection (LRC) for all arbitrations.
3. The fees and expenses of arbitration shall be borne equally by both parties. The parties shall be bound by the arbitrator's published fee and cancellation schedules.
4. The award of an arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the Employees.
5. The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in Section 1 of Article XXIV, and he/she shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.
6. Each party shall provide the other with copies of all written communications with the arbitrator. There shall be no ex parte verbal communication with the arbitrator except by written consent of the other party.

XXIX. Counter to Union Proposal. Add new Section to Article IX in all CBAs:

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Deleted: Members that are involved in the arbitration shall be released with pay to attend the arbitration...

Deleted: <#>Step 3 meetings will be held on the second (2nd) Tuesday of each month, beginning at 1:00 The employer and the Union shall conduct biweekly grievance meetings. ¶
p.m. All grievances that have reached Step 3 at least one (1) week prior to the second (2nd) Tuesday of the month shall be presented at that time. ¶
9. The parties shall meet monthly to discuss upcoming arbitrations with the goal of resolving them if possible. ¶

Deleted: American Arbitration Association (AAA)

Deleted: <#>The parties agree to select an arbitrator from the following standing panel, by alternatively (with the Hospital going first) eliminating one (1) name in turn until only one (1) name remains. The Hospital's representative will call the Union's Vice President within three (3) working days of receipt of the Demand for Arbitration to fix a time for selection, confirmed in writing by fax and/or e-mail. The Union shall respond within one (1) working day, confirmed by fax and/or email. The selection shall be made, in any event, within six (6) working days of the Union's Demand for Arbitration. ¶

Joan Dolan ¶
Phillip Dunn Bruce Fraser Roberta Golick Mark Grossman ¶
Nancy Peace ¶
Michael Stutz ¶
Marilyn Zuckerman ¶

The arbitrator selected will be notified of his/her selection jointly by the parties and will be asked to provide by fax and/or e-mail three (3) dates within ninety (90) days on which the hearing might be held. Within two (2) working days of receipt of this list of dates, the Union shall notify the Hospital's labor counsel by fax and/or e-mail of one (1) date it wishes to eliminate, and within two (2) working days thereafter, the Hospital shall notify the Union and the Arbitrator by fax and/or e-mail of one (1) date it wishes to eliminate and the one (1) remaining date that is the date that shall be assigned for the hearing. ¶

In the event that the arbitrator selected for a particular case notifies the parties that he/she is unable to provide three (3) dates within ninety (90) days, the parties shall agree on a proffered date within ninety (90) days unless for good cause one (1) party is unable to agree, in which case the parties shall either mutually agree with the designated arbitrator on a date or else the arbitrator whose name was eliminated last shall be appointed as a substitute. ¶

One (1) time per year, each party shall be entitled to one (1) "free" extension of an arbitration hearing date of not more than thirty (30) days. The parties are committed and shall so notify the arbitrators on their panel in their letter of appointment to avoid any extensions of the time limits specified herein except due to extraordinary circumstances. To this end the arbitrators are to be put on notice that the parties mutually have agreed to depart from the usual circumstances whereby adjournments are granted e.g., due to routine and voluntary scheduling conflicts of witnesses... [1]

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__. All employees who report to work at one location, and are required to report to another location at a different address during that same shift shall be paid for the time of travel and shall be paid mileage, in accordance with the rate established by the IRS, for the distance driven to the new location.

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XXX. Counter to Union Proposal. Revise Article XIV in all CBAs:

__. The Hospital will pay out all accrued unused vacation for all employees with at least one year of service following the employee's termination.

Deleted: An Employee who has resigned with at least two (2) weeks written notice, or who has been laid off, or who has retired or died, shall receive pay for ...
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XXXI. Counter to Union Proposal. Revise Art. XVIII in the RN and Technical CBAs:

1. Employees may be granted time for participation without loss of pay in educational institutes, workshops and other professional meetings on a fair and equitable basis. The parties recognize the responsibility of each Employee as a member of a profession to promote and maintain the professional education and attainment of skills needed to provide high standards of nursing care.

(a) Management will make every effort to make available, and schedule Employees for, mandatory in-service on their respective shifts without additional cost.

(b) The Hospital shall pay members for all education training for any mandatory certifications, such as EFM. Management shall schedule time for the employees to take any necessary training courses on work time, and shall backfill the employee, so that the unit and shift is staffed appropriately to support the necessary training or education. The Hospital will pay employees for "classroom" time spent in Hospital-mandated education or training and required exams. This does not apply to time spent studying, but will apply to contact hours associated with Hospital-mandated education. Employees who are eligible for the Training Fund, may seek reimbursement through the Training Fund for time spent in non-mandatory education or training.

XXXII. Counter to Union Proposal. Revise Art. VII, Section 2 of all CBAs, as follows:

- (c) Temporary Employees, as defined in Article I, paragraph (b), shall have no seniority during the time they occupy the status of temporary Employees, but should any temporary Employee become a permanent Employee, then their seniority shall be retroactive to the date of employment.
- (d) A permanent Employee who chooses to take a temporary position in the bargaining unit shall continue to accrue seniority while serving in the temporary position. When the temporary position terminates, said Employee may apply for transfer to any vacancy in the bargaining unit consistent with the provisions of this contract.

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XXXIII. Counter to Union Proposal. Revise Art. VIII, Section 15 of the RN CBA; Art. VIII, Section 11 of the Clerical CBA; Art. VIII, Section 10 of the Service CBA; and Art. VIII, Section 8 of the Technical CBA, as follows:

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Employees may elect to sign up for additional temporary hours, but may not drop hours or change their shifts to bid on temporary hours. Members may apply for vacant temporary jobs, but if they vacate their position to do so, their prior position will not be held for them.

Deleted: Members will not be penalized for picking up hours in addition to their regularly scheduled hours....

Employees who are awarded the temporary hours, will work those hours for the duration of the initial hours for which they were approved. If the LOA is extended, the employee does not have to keep the hours, but may choose to. If the employee chooses not to keep those hours, the hours will be reposted. While the position is being reposted and awarded, the employee who had been performing the work shall be permitted to continue doing the work until it is awarded by seniority.

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XXXIV. Counter to Union Proposal. Revise Art. VIII, Section 19 of the RN CBA; Art. VIII, Section 14 of the Clerical CBA; Art. VIII, Section 13 of the Service CBA; and Art. VIII, Section 11 of the Technical CBA, as follows:

Deleted: 19. → Perq Hours: The practice of "perq hours/shifts" will end on December 31, 2016. The four (4) hour block will be scheduled on the Employee's same shift by mutual agreement. ...

XXXV. Counter to Union Proposal. Revise Article VIII, Section 21 of the RN CBA.

Procedure for Schedule Resets:

1. Schedule Resets will occur every February. The parties may mutually agree to not do a reset. A second reset may be added with the mutual consent of Management and the Union. Any other changes made to the master schedule between schedule resets will be voluntary and should be discussed with the committee.

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2. Data needed for resets include: Master Schedule, Heads in beds by hour per day, by day of the week; budgeted productive FTE's, actual filled positions, and percentage of full to part time staff on the unit. Adjustments to FTE's remain subject to approval by the CNO and position control.

3. Master Schedules will be in 1, 2, 3, or 6 week blocks.

4. The Staffing committee for any given unit will comprised of Union members from each shift (at least one should be a Union Delegate) along with the CNO and Director for the unit.

5. The Staffing Committee will review "heads in beds" data by day of the week by hour, acuity, and any other relevant factors in order to establish CORE numbers for each shift and day. These CORE numbers will be updated in shift select and total productive FTE's will be calculated based on those CORE numbers and compared to budgeted productive FTE's and actual filled FTE's. The CNO has the right to make final determinations on CORE numbers.

6. When/if the Committee determines that adjustments will need to be made, the committee will meet with staff on all shifts to engage and discuss with staff the context, rational, and process as it relates to the goal of ensuring appropriate staffing for the volume to enhance the quality of care, patient satisfaction, and staff nurse satisfaction.

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7. The Committee will work to balance the Master Schedule in the following manner:

- Voluntary “permanent” changes to the master schedule. Staff who are interested in switching their regularly scheduled days or who are seeking to drop hours will be considered in seniority order (provided such change brings the master schedule closer to the desired CORE numbers).
- Foreseeable openings (resignations, retirement, or other positions expected to be posted) will be reviewed and modified to bring the master schedule closer to the desired CORE numbers.
- If the schedule is still not balanced, involuntary changes to a staff member’s regularly scheduled days (not scheduled *hours*) may be undertaken, in order of reverse seniority. Involuntary changes may only occur in concert with these biannual schedule resets, will be coordinated with roll out of the 6 week schedule, following a 30 day notice to the employee. If the opportunity arises in the next six-month period (prior to or during the next schedule reset) for a member whose regular days were involuntarily modified to be restored, the member will have the option to do so.

- If there are extra hours that become apparent during the schedule reset process, other members from the unit may add those hours. Members may add hours to their schedule if it brings the schedule closer to balance.
- Members may be able to change shifts during a schedule reset to balance the schedule only by seniority and based on the unit needs.
- _____

Deleted: However if the position is a new, benefited position, it must be posted for all members to bid on throughout the hospital. ...

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8. Except as specifically addressed in this provision, neither parties’ rights under the collective bargaining agreement are altered or amended.

XXXVI. Duration. Three (3) years from date of ratification.

XXXVI. Tentative Agreements. All tentative agreements to date.

XXXVII. All other Hospital and Union proposals are withdrawn without prejudice.