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- Treasurer and
Executive Officer

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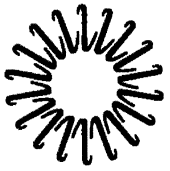
10/1/03 - 9/30/08

AGREEMENT

Between



Rhode Island Hospital

and

Local 251, International Brotherhood of Teamsters AFL-CIO

Stuart B. Mundy
Secretary - Treasurer and
Principal Executive Officer

Kevin Reddy
Business Agent

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Agreement
Agreement made and entered into this 1st day of October, 2003 by and between Teamsters Local Union 251 affiliated with the International Brotherhood of Teamsters AFL-CIO, 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.

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.

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, marital status, age or disability, 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 Professional

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 – Checkoff of Dues

Section 1.

The Employer agrees to deduct 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.

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 or 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.

Eligibility for shift differentials shall be determined by the contract provisions relating to shift differentials.

Section 10.

Employees regularly scheduled to work six (6) hours or more shall receive a fifteen-minute 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 twelve (12) hours or more will be granted an additional fifteen-minute paid rest period to be taken as soon after the eight (8) hour shift ends as is reasonably possible.

Section 11.

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 12.

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 13.
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 14.
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 15.
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.

Section 16.
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 17.
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.

Section 18.
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 eighty (80) 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 seven-nine (79) 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) to forty (40) 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.

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 Hospi-

tal 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 and alternates for the investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

Section 3.
Stewards 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 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 has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

Section 5.
A Union Steward 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.

Section 6.
Stewards 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 be present. 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:

- 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 – Ground level near Emergency Room door
- 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

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.
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 employee up to (6) six months in a calendar year, two employees up to (2) two weeks each in a calendar year.

(b) All Other Non-Professional Unit – one employee up to (6) six months in a calendar year, six employees up to (2) two weeks each in a calendar year.

(c) Should one employee be elected or appointed to a full-time Union position, the unpaid leave shall be for the duration of this contract.

(d) Except that during the period of collective bargaining, the two (2) designated Chief Stewards 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.

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 each March 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.

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. 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 sixty (60) 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 ninety (90) days after that position was awarded.

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 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.
The Hospital will place three (3) extra copies of job postings in the designated Union mail box in the Hospital.

Section 8.
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.

Section 9.
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 10.
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 11.
Employees who have applied for and received a posted vacancy may return to their former position within five (5) working days or within thirty (30) days if that position remains vacant.

Section 12.
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 13.
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 14.
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 April 17.

Section 15.
The Hospital may prohibit simultaneous employment with the Hospital and/or Lifespan Corporate Affiliate(s). This prohibition shall not apply to any employ-

ment 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 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 Site Manager 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 arbitrators: Lawrence T. Holden, Jr., Philip J. Dunn, Roberta L. Golick, Marcia L. Greenbaum, Tim Bornstein, and Arnold Zack. Should any of these arbitrators decline an appointment, or be unable to offer a hearing date 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.

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.

JOINT RESOLUTION PANEL

1. The following is an option to Article 13, Section 5 and shall be in effect through September 30, 2008.

2. Grievances filed for cases of disciplinary suspensions (those not pending investigation or the outcome of judicial/regulatory proceedings) and discharge only, shall be heard by a Joint Resolution Panel, once every six weeks on a pre-set calendar basis or on an ad-hoc basis if requested by either the Business Agent or the Director, Employee & Labor Relations.

3. The Joint Resolution Panel shall consist of the Director, Employee & Labor Relations or designee and two additional members of the Hospital, the Business Agent and two additional members of the Union and in rotation, one of three of the Impartial Arbitrators:

a. Roberta Golick
b. Lawrence Katz

c. Thomas Zona

4. Briefs, if any, must be filed within one week of the close of the hearing and a decision shall be due within three weeks after the close of the hearing. In all other respects the grievance and arbitration provisions apply.

5. The Joint Resolution Panel will determine whether the suspension or discharge shall be: upheld, overturned with or without back pay, reduced, converted to a transfer with an up to 30 day work trial, converted to a resignation, or otherwise modified. Resolution may be reached through a hearing, discussion, mediation or by vote. Should a vote be necessary, the Director, Employee & Labor Relations or designee, the Business Agent and the Impartial Arbitrator shall each vote as single entities, with the Impartial Arbitrator issuing the majority decision.

6. The parties have reached agreement upon a written procedure and guideline for the conduct of the hearings, to which the parties will adhere.

7. The Joint Resolution Panel Procedures provide that:

a. Panel members are required to review and to become familiar with the operating procedures, roles and guidelines, including the Seven Key Tests of Just Cause.

b. Employers and Union panel members are to arrive at the designated hearing site no less than one-half hour prior to the scheduled starting time.

c. The Impartial Arbitrator will chair the proceedings and formally identify the other members and participants by name and affiliation.

d. The Union will present the grievance and proposed remedy.

e. The nature of suspension or discharge dictates that the burden for going forward be placed on the hospital.

f. The Union then may present its case.

g. Under direction of the Impartial Arbitrator, each side may direct questions to the other, to witnesses who may have testified. Questions of observers, or of any parties who have not offered testimony and new testimony are not allowed by either side, at this point. Additional information pertinent to the case should be saved for summation.

h. The Impartial Arbitrator will then permit members an opportunity to question the representatives of the Hospital, the Union or witnesses who have testified.

i. Each side is then permitted to offer rebuttal and summation.

j. If the grievant is present, s/he will be asked to complete and sign a waiver acknowledging proper representation (see attachment - Waiver Form).

k. The Director, Employee & Labor Relations (or designee) or the Union Business Agent may at any time direct a request for a Panel members caucus to the Impartial Arbitrator, who will accede thereto, at the earliest appropriate time.

l. The Impartial Arbitrator may at any time call for a panel members only caucus. Such caucus may entertain the recall of Union or Hospital representatives and probe for additional relevant information, verification of information or the production of additional evidence, documentation, or data in order to facilitate a fair and impartial decision.

m. Panel members are bound to keep all discussion in the strictest confidence and to render a fair and objective decision based solely upon the merits of the case presented.

n. The decision will determine whether the suspension or discharge shall be upheld, overturned with or without back pay, reduced, converted to a transfer with an up to a 30 day work trial, converted to a resignation or otherwise modified.

o. The decision of the panel or the Impartial Arbitrator, when s/he is in agreement with the majority [Director, Employee & Labor Relations (or designee) or Business Agent] is binding. Decisions must be within the boundaries of the collective bargaining agreement.

p. All printed matter must be returned to the Hospital and the Union.

q. Guidelines:
1. Hearings should be conducted without interruption.
2. Following case presentations, parties on duty are expected to return to work.
3. Panel members are obligated to be thorough, fair, and objective. Hospital representatives who are in the grievant's administrative chain of command are prohibited from the panel for that particular case. Moreover, if a designated panel member feels h/she is unable to render a decision based solely on the merits of a case, s/he should withdraw as a participant.

r. Summary for the sequence of presentation of suspension and discharge cases:

1. Rhode Island Hospital Representatives present;
2. Union Representatives present;
3. Questions by parties;
4. Questions by panel members;

5. Rebuttal and summation.

s. Attachments:

1. Grievant's Waiver
2. Seven Key Tests of Just Cause
3. Joint Panel Decision Form

t. Purpose:

1. To enact the provisions of the Memorandum of Agreement replacing Article 13, Section 5.

u. Function:

1. To enact fair, expedited and binding resolution to cases of suspension or termination at the third step of the grievance procedure.

v. Members:

1. The Joint Resolution Panel shall be composed of three members or alternates representing the Union and three members or alternates representing the Hospital.

w. Case Docket:

1. An agenda and docket of suspension and discharge cases to be heard at the pre-set, every six week hearing day, will be finalized by the Union Business Agent and the Director, Employee & Labor Relations, or designee not later than fifteen days prior to the pre-set date and fast-forwarded to the Impartial Arbitrator. This timetable does not apply to those cases heard on an ad-hoc basis.
2. Agreement upon witnesses and the arrangements to free witnesses from duty to testify will be confirmed and agreed to by the parties, subject to binding review, in the event of failure to reach agreement, by the Impartial Arbitrator.

3. Should the Union and the Employer agree that a case involving a discharge or continuing liability should be heard on short notice, then such case may be placed on a supplemental docket, providing the Impartial Arbitrator is available to participate.

x. Notification:

1. All members of the Joint Resolution Panel, as appropriate, shall be selected and notified of the need for their presence at the pre-set hearing dates, by the respective Union Business Agent or the Director, Employee & Labor Relations or designee. It is the sole responsibility of the Union and the Hospital to insure attendance of their

respective panel members, stewards, supervisors, and witnesses. The parties may agree to hear highly confidential cases with only the Impartial Arbitrator, the Business Agent and the Director, Employee & Labor Relations or designee present.
2.

y. SEVEN KEY TESTS OF JUST CAUSE

Notice:
Excluding severe misconduct, the Employer warned the employee of possible or probable consequences of the employee's misconduct.

Reasonable Rule or Order:
The Employer's rule or managerial order reasonably related to the orderly, efficient and safe operations of the Employer's business and to the performance that the employer might properly expect of the employee.

Investigation:
Before administering the discipline, the Employer conducted fact-finding and engaged in efforts to discover and determine whether the employee did violate or disobey a rule or order of management.

Fairness of Investigation:
The investigation and fact-finding were conducted in a fair, objective and appropriate manner.

Proof:
Meaningful evidence, direct or circumstantial, documentation, proof, where to the extent possible, collected and investigated by the Employer and found to support a conclusion that the employee was responsible for the conduct, judgment or violation which led to the discipline.

Equal Treatment:
The Employer has applied it own rules, orders and penalties, even-handedly and without discrimination to all employees.

Penalty:
The Employer administered a degree of discipline in a particular case reasonably related to the seriousness of the charged employee's offense, consistent with a record of that employee's service with the Employer.

The question format for the 7 Key Tests of Just Cause:
1. NOTICE: Did the Employer give the employee forewarning or foreknowledge of the possible or probable consequences of the employee's disciplinary conduct?

2. REASONABLE RULE OR ORDER: Was the Employer's rule or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the Employer's business, and (b) the performance that the employer might properly expect of the employee?

3. INVESTIGATION: Did the Employer, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?

4. FAIR INVESIGATION: Was the Employer's investigation conducted fairly and objectively?

5. PROOF: At the investigation, did the "judge" obtain substantial evidence or proof that the employee was guilty as charged?

6. EQUAL TREATMENT: Has the Employer applied its rules, orders, and penalties even-handedly and without discrimination to all employees?

7. PENALTY: Was the degree of discipline administered by the Employer in a particular case reasonably related to (a) the seriousness of the employee's proven offense, and (b) the record of the employee in his service with the Employer?

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. 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
a. Seniority means length of continuous employment from the most recent date of hire. Supervisors returning to a bargaining unit position 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.
b. Seniority will be accrued on the basis of the calendar date of employment.
c. 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.

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 therefrom. Supervisors returning to bargaining unit positions 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, both the Union (to the Union Business Agent or delivered to the Union office) and the affected employees shall be notified at least seven (7) days in advance. 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 shall be laid off in the following order:
- First, all temporary employees.
- Second, all probationary employees by inverse order of hiring.
- Third, 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. 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. First-line supervisors bumping into a bargaining unit position shall do so under the same process as other employees under this Article.

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 shall be recalled in the inverse order of their layoff. Employees on recall will be recalled 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 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 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, 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.

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 mother, father, sister, brother, wife, husband, common-law spouse, children, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepchildren or stepparents.

One day shall be granted for any person living with the employee or for the employee's aunt, uncle, grandchildren, grandparents, niece or nephew.

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.

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 80 sick time hours and used 32 hours during the year, the employee may opt to be paid for 80% of the remaining 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
Full-time and part-time employees with regularly scheduled hours of twenty (20) or more per week who have completed the probationary period and other employees 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 2 years of employment – 13 weeks in a twelve month period.
- 2 years to 5 years of employment – 26 weeks in a twelve month period.
- 5 years or more of 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.

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 eighteen (18) months.

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
Employees who return to work from any approved leave by the approved completion date of the leave shall be restored to the position held when the leave began if the leave was for sixty (60) days or less, or, for leaves in excess of sixty (60) days, to an equivalent position, ordinarily including the same classification, pay, benefits and shift and the same or equivalent work schedule. 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 17 and recalled if there is a position for which they are qualified at the time of recall.

Section 17.
Employees are required to provide at least two (2) weeks' notice of their intention to return to work to their immediate supervisor. For leaves of ninety (90) days or more, the Hospital will notify the employee of his or her expected date of return and remind the employee of this notice requirement within the final month of their leave.

Section 18.
Employees who return from leaves of absence by the approved completion date of the leave will retain their current employment date for seniority purposes. Em-

ployees who fail to return from leaves by the intended completion date of the leave or who terminate employment within thirty (30) days of their return to work may be liable for payment of the Hospital's portion for the benefits coverage which was continued during the leave, unless the termination of employment or failure to return was due to any hardship beyond the control of the employee.

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 then report to the Hospital's employee health clinic.

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 or the Emergency Room will be at no cost to the employee.

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, including a Portuguese translation to serve as a guide to the definitive contract.

Section 3. – Pay Checks
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.

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
a. The Hospital will continue to provide bargaining unit employees free meals on certain holidays, inclement weather days or during disaster situations on the same basis as other Hospital employees.
b. The Hospital will continue its current policy of providing free beverages to Dietary employees.
c. The Hospital will continue its current practice of providing free meals and beverages to snow removal crews.
d. 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
The Hospital shall continue to offer access to the Hospital Guild Day Care Center on the same basis as offered to other Hospital employees.

Section 13. – The Employee Fund and the Dorothy Mair Loan Fund
The Hospital shall continue to maintain and make available these funds according to current practice so long as support for the funds 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 – Tuition Assistance Program

Section 1.
Full-time employees 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 100% of tuition costs, up to a maximum of $2,500.00 per calendar year.

Section 2.
Part-time employees with regularly scheduled weekly hours of twenty (20) or more but less than forty (40) are eligible for prorated assistance 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. Reimbursement of tuition costs will be provided in percentages and up to maximums that are both prorated to the employees regularly

scheduled weekly hours. (Example: at 30 hours, the reimbursement will be 100% of tuition costs, up to a maximum of $1,875.00 [3/4 of 2,500.00]) per calendar year.) Any changes to the employees regularly scheduled weekly hours between (20) and (40) result in benefits prorated to the lowest hours in effect during the school term, provided the other eligibility requirements for part-time employees are met.

Section 3.
Tuition costs for the following courses are eligible for reimbursement:

- Credit and non-credit, required and elective courses as part of or prerequisite(s) for an Associate or Baccalaureate degree program at accredited universities, colleges and schools.
- Correspondence courses, only if comparable classroom instruction is not available and if the employee can demonstrate the institution meets satisfactory education standards.
- Non-degree courses, graduate school courses and courses taken to attain a certificate or license when offered by accredited universities, colleges and schools, provided they relate directly to the employees current job and/or occupation or relate to another position at the Hospital to which, in management's judgment, the employee may reasonably aspire.

Section 4.
Types of courses, programs and costs that do not qualify for reimbursement include but are not limited to:

- Seminars, conferences, lectures and audited courses.
- Non-degree or graduate degree courses or programs that are unrelated to the employee's current job or other reasonably attainable Hospital jobs.
- Any course of study where evidence of a passing grade is lacking.
- Any tuition costs subject to reimbursement under any other program or subsidy, such as a scholarship, fellowship, grant or the G.I. Bill, except that reimbursement for that portion of the tuition costs not covered by other sources of aid will be considered.
- Non-tuition costs such as general student fees, registration/examination fees, laboratory/studio/library usage fees and charges for any books, equipment or supplies.

Section 5.
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 6.
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 7.
The Hospital will maintain its current policy of offering courses selected by the Hospital through the Human Resources Department at no cost to employees.

Section 8.
The Hospital will maintain its current apprentice program for employees who are hired as apprentices or are transferred into apprentice positions.

Article 26 – 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 27 – 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 with respect to replacement of broken or lost employee-owned tools.

Section 6.
The Hospital will continue its current practice or providing free laundering for Hospital-furnished uniforms.

Article 28 – Holidays

Section 1.
The Hospital observes the following holidays:

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

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 1/2 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 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. 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 29 – 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 40 paid hours and after ten years of service, 3.08 vacation hours for every 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 years of employment, and after ten (10) years of service, 3.08 vacation hours for every 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.
Vacation hours may accumulate to a maximum of twice the employee's annual accrual, that is, either 160, 240 or 320 hours. Where the available vacation hours equal twice 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 April 15 for the period of June 1 to December 31, and again from September 1 through October 1 for the period of January 1 through May 31. 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 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 May 1 and November 1. (If there are conflicting requests, Hospital-wide seniority will be determinative.)

Section 14.
Employees 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.
Annually in the fourth calendar quarter, employees have the option to be paid in cash for a maximum of forty (40) hours of available vacation hours. At other times, by mutual agreement between the Hospital and the employee, employees may be paid up to a maximum of one week's vacation pay in lieu of taking time off.

Section 16.
Employees whose employment terminates after completion of their probationary period will be paid all available vacation hours.

Section 17.
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 18.
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 19.
Employees shall not be required to perform any weekend duty on the weekends during any scheduled vacation weeks.

Article 30 – 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.
The Hospital shall offer Long-Term Care Insurance, HIV Insurance, and Legal services to bargaining unit employees on the same basis as they are offered to non-union employees.

Article 31 – Health Insurance

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 Lifespan Blue, Tufts Health Plan or United HealthCare Plus. 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.
Effective January 1, 2004, employees shall contribute the amounts in effect in the preceding year 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 2004, 2005, 2006, 2007 and 2008. (For example, the current full-time employee monthly contribution rate for Single Plan coverage under Lifespan Blue in 2003 is $46.93. If 15% of the increased cost for 2004 is greater than $7.04, the employee's contribution would be set at $53.97 for 2004.)

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 5.
Effective January 1, 2004, the following changes in co-pays apply to the Lifespan Blue 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

Section 6.
Current contribution rates shall be maintained through December 31, 2003.

Article 32 – Dental Insurance

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 current Delta Dental Levels I, II, III, and IV 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 33 – 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 34 – Long Term Disability (LTD) Insurance
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.

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 35 – 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.

Article 36 – Wages

Section 1. – All Other Non-professional Unit

Each employee shall receive a $.75 increase effective 9/14/2003; $.75 increase effective October 3, 2004; a $.75 increase effective October 2, 2005; a 3.5% increase effective October 1, 2006; and a 3.5% increase effective October 7, 2007. Employees hired on or after October 1, 2003, shall receive rates of pay in accordance with Schedule B.

Employees at the hiring rate will advance to the three-month rate after completing three months employment.

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 current Step 8, the new rate will be at the same percentage above new Step 8, so long as the new rate does not exceed that of an incumbent with equal or greater service.

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. – Skilled Maintenance Unit
Employees shall be paid according to the rates set forth in Schedule A. Employees at Step 1 will advance to Step 2 after completing three (3) months employment. Employees at Step 2 will advance to Step 3 after completing twelve (12) months employment at Step 2. Incumbent employees will receive a $.75 increase retroactive to April 6, 2003; a $.75 increase effective April 4, 2004; a $.75 increase effective April 3, 2005; a 3.5% increase effective April 2, 2006; and a 3.5% increase effective April 1, 2007.

Section 5. – Length of Service Adjustments
Employees with eight (8) years or more seniority at the Hospital, upon their anniversary date, will be at rates at least equal to the fifteen (15) month rate for the Skilled Maintenance unit as reflected in Schedule A or the eight (8) year rate for the All Other Non-Professional unit as reflected in Schedule B.

Section 6. – 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 37- 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) No employee who has been mandated to work overtime will be required to do "constant observation".

d) Mandatory overtime will be assigned to the least senior qualified employee on duty who has not been assigned the maximum number of mandatory overtime shifts.

e) 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 differentials are 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.

Qualifying overtime hours in excess of those subject to cash payment are to be deposited to a bank of compensatory time, which may accumulate to a maximum of eighty (80) hours.

Payoff of compensatory time banks in lieu of taking the time off will be made only in the event of termination or transfer to a non-exempt job.

Requests to use compensatory time shall be granted pursuant to mutual agreement between the employee and his or her supervisor or upon thirty (30) days' notice.

Section 4. – Seniority
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.

Section 5. – 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 6. – Voluntary Overtime
The 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 signator employees names will be arranged in the order of their seniority 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 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 7. – Mandatory Overtime
It is understood that overtime may be mandated. 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 48 hours following the conclusion of the shift. If mandatory overtime is required during that 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 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 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 38 – Shift, Weekend and Other Differentials

Section 1.
Employees will be paid an evening differential of $0.60 per hour provided the employee works at least four (4) hours after 5:00 p.m.

Section 2.
Employees will be paid a night differential of $1.15 per hour provided the employee works at least four (4) hours after 1:00 a.m.

Section 3.
Weekly payroll employees will be paid a weekend differential of $1.00 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. Employees will receive a weekend differential of $3.50 per hour in the following job classifications:

Clinic Aide
C.N.A. 1 and 2
Phlebotomist and Sr. Phlebotomist
Pathology Technician B

Section 4.
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 39 – 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 $1.25 per hour of the on-call period. 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 40 – 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.

Section 4.
Whenever employees from another entity are to be transferred into the bargaining unit, the Hospital shall provide the Union at least ninety (90) days notice and, upon request, shall discuss the integration of said transferees with the goal of protecting the seniority rights of Rhode Island Hospital employees. In the event employees from another entity are to be transferred into the bargaining unit, the Hospital may recognize the seniority of those employees with the other entity, (provided the other entity reciprocates with respect to the Hospital employees) assign positions and establish an initial rate of pay. Should the Union disagree with the rate of pay, the Hospital may implement the rate on an interim basis and the question of the final appropriate rate may be submitted directly to Step 3 of the contractual grievance/arbitration procedures.

Article 41 – 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.
The Hospital shall continue the current participation of Union representatives in the Patient Care Model committee of related committees and agrees that any action implemented as a result of such committees will be consistent with this contract.

Article 42 – 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 43 – Duration
Section 1. - All Other Non –Professional Unit
This Agreement shall become effective upon signing by both parties and shall remain in full force and effect through midnight September 30, 2008. 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.

Section 2. – Skilled Maintenance Unit
This Agreement shall become effective upon signing by both parties and shall remain in full force and effect through midnight September 30, 2008, with the understanding that any wage increase negotiated to take effect upon October 1, 2003 shall be retroactive to April 6, 2003. 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.

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.

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

Amicable Relations

In the spirit of returning to stable and amicable labor relations, it is agreed that all pending unfair labor practice charges shall be withdrawn, no disciplinary action will be taken against any employees related to picketing or other strike/negotiation activities, no unfair labor practice charges and/or grievances will be filed regarding these negotiations and/or the Hospital's layoffs or recalls and the suspended dues deductions for this pay period will be deducted from the retroactive wage payments implemented under the terms of this new contract.

Date:_____

For the Hospital:

Date:_____

For the Union:

AUTHORIZED SIGNATURES FOR THE ENTIRE AGREEMENT

By_____
Kevin Reddy
Business Agent

By_____
Louis J. Sperling
Vice President, Human Resources

Union Bargaining Committee

Stuart Mundy
Kevin Reddy
Sabrina Anderson
Steve Barone
Ceclia Gadoaus
Ed Faria
Al Girard
Shirley Jeffreys
Janet O'Grady
Linda Russolino
Paul Santos
Don Tavares
Linda Wilson

Hospital Bargaining Committee

Louis J. Sperling
Lois Brown
Deborah Coppola
Nicholas P. Dominick
Arlene Fawcett
Thomas Magliocchetti
Charles Mahoney
Terry Monaghan

Schedule A

Skilled Maintenance Unit Pay Grades

Effective April 6, 2003 - April 4, 2008

	Effective April 6, 2003			Effective April 4 , 2004			Effective April 3, 2005			Effective April 2, 2006			Effective April 1, 2007		
Classification	Start Rate	Three Months	Fifteen Months	Start Rate	Three Months	Fifteen Months	Start Rate	Three Months	Fifteen Months	Start Rate	Three Months	Fifteen Months	Start Rate	Three Months	Fifteen Months
Fac Mgmnt Stock Clerk	$12.39	$13.41	$14.44	$13.14	$14.16	$15.19	$13.89	$14.91	$15.94	$14.38	$15.43	$16.50	$14.88	$15.97	$17.08
Lamp Changer	$12.39	$13.41	$14.44	$13.14	$14.16	$15.19	$13.89	$14.91	$15.94	$14.38	$15.43	$16.50	$14.88	$15.97	$17.08
General Maintenance Worker	$14.28	$15.47	$16.65	$15.03	$16.22	$17.40	$15.78	$16.97	$18.15	$16.33	$17.56	$18.79	$16.90	$18.18	$19.44
Laborer	$14.28	$15.47	$16.65	$15.03	$16.22	$17.40	$15.78	$16.97	$18.15	$16.33	$17.56	$18.79	$16.90	$18.18	$19.44
Painter	$15.05	$16.32	$17.59	$15.80	$17.07	$18.34	$16.55	$17.82	$19.09	$17.13	$18.44	$19.76	$17.73	$19.09	$20.45
Offset Printer B	$15.35	$16.64	$17.93	$16.10	$17.39	$18.68	$16.85	$18.14	$19.43	$17.44	$18.77	$20.11	$18.05	$19.43	$20.81
Boiler Operator	$16.61	$18.01	$19.42	$17.36	$18.76	$20.17	$18.11	$19.51	$20.92	$18.74	$20.19	$21.65	$19.40	$20.90	$22.41
Sign Shop Specialist	$16.61	$18.01	$19.42	$17.36	$18.76	$20.17	$18.11	$19.51	$20.92	$18.74	$20.19	$21.65	$19.40	$20.90	$22.41
Fire Inspector	$17.06	$18.49	$19.93	$17.81	$19.24	$20.68	$18.56	$19.99	$21.43	$19.21	$20.69	$22.18	$19.88	$21.41	$22.96
Mechanic	$17.06	$18.49	$19.93	$17.81	$19.24	$20.68	$18.56	$19.99	$21.43	$19.21	$20.69	$22.18	$19.88	$21.41	$22.96
Carpenter	$17.75	$19.26	$20.76	$18.50	$20.01	$21.51	$19.25	$20.76	$22.26	$19.92	$21.49	$23.04	$20.62	$22.24	$23.85
Locksmith Spec/Carpenter	$17.75	$19.26	$20.76	$18.50	$20.01	$21.51	$19.25	$20.76	$22.26	$19.92	$21.49	$23.04	$20.62	$22.24	$23.85
Machinist	$17.75	$19.26	$20.76	$18.50	$20.01	$21.51	$19.25	$20.76	$22.26	$19.92	$21.49	$23.04	$20.62	$22.24	$23.85
Combustion/PPMaint Engin	$18.14	$19.67	$21.21	$18.89	$20.42	$21.96	$19.64	$21.17	$22.71	$20.33	$21.91	$23.50	$21.04	$22.68	$24.33
HVAC Mechanic	$18.14	$19.67	$21.21	$18.89	$20.42	$21.96	$19.64	$21.17	$22.71	$20.33	$21.91	$23.50	$21.04	$22.68	$24.33
Incinerator Operator	$18.14	$19.67	$21.21	$18.89	$20.42	$21.96	$19.64	$21.17	$22.71	$20.33	$21.91	$23.50	$21.04	$22.68	$24.33
Plumber	$18.14	$19.67	$21.21	$18.89	$20.42	$21.96	$19.64	$21.17	$22.71	$20.33	$21.91	$23.50	$21.04	$22.68	$24.33
PP Maint Engineer	$18.14	$19.67	$21.21	$18.89	$20.42	$21.96	$19.64	$21.17	$22.71	$20.33	$21.91	$23.50	$21.04	$22.68	$24.33
Steamfitter	$18.14	$19.67	$21.21	$18.89	$20.42	$21.96	$19.64	$21.17	$22.71	$20.33	$21.91	$23.50	$21.04	$22.68	$24.33
Elctrcn/Comb Maint Engine	$19.14	$20.76	$22.38	$19.89	$21.51	$23.13	$20.64	$22.26	$23.88	$21.36	$23.04	$24.72	$22.11	$23.85	$25.58
Electrician	$19.14	$20.76	$22.38	$19.89	$21.51	$23.13	$20.64	$22.26	$23.88	$21.36	$23.04	$24.72	$22.11	$23.85	$25.58
Steamfitter/Plumber	$19.14	$20.76	$22.38	$19.89	$21.51	$23.13	$20.64	$22.26	$23.88	$21.36	$23.04	$24.72	$22.11	$23.85	$25.58
HVAC Oprtg Engineer	$19.50	$21.15	$22.82	$20.25	$21.90	$23.57	$21.00	$22.65	$24.32	$21.74	$23.44	$25.17	$22.50	$24.26	$26.05
PP Oprtg Engineer	$19.50	$21.15	$22.82	$20.25	$21.90	$23.57	$21.00	$22.65	$24.32	$21.74	$23.44	$25.17	$22.50	$24.26	$26.05

Schedule B

All Other Non-Professional Unit Pay Grades

Contract Period: September 14, 2003 - October 2, 2008

	Effective September 14, 2003			Effective October 3, 2004			Effective October 2 ,2005			Effective October 1, 2006			Effective October 7, 2007		
Classification	Hiring Rate	3-month Rate	8 Yr Rate	Hiring Rate	3-month Rate	8 Yr Rate	Hiring Rate	3-month Rate	8 Yr Rate	Hiring Rate	3-month Rate	8 Yr Rate	Hiring Rate	3-month Rate	8 Yr Rate
Ambul Patient Svcs Rep	$10.71	$11.01	$14.92	$11.46	$11.76	$14.92	$12.21	$12.51	$14.92	$12.64	$12.95	$14.92	$13.08	$13.40	$14.92
Ambulatory Clinic Assistant	$10.00	$10.28	$15.29	$10.75	$11.03	$15.29	$11.50	$11.78	$15.29	$11.90	$12.19	$15.29	$12.32	$12.62	$15.29
Anesthesia Equip Spec	$10.83	$11.13	$15.56	$11.58	$11.88	$15.56	$12.33	$12.63	$15.56	$12.76	$13.07	$15.56	$13.21	$13.53	$15.56
Animal Care Technician	$10.28	$10.57	$14.43	$11.03	$11.32	$14.43	$11.78	$12.07	$14.43	$12.19	$12.49	$14.43	$12.62	$12.93	$14.43
Animal Surgical Technicn	$11.24	$11.56	$15.81	$11.99	$12.31	$15.81	$12.74	$13.06	$15.81	$13.19	$13.52	$15.81	$13.65	$13.99	$15.81
Asst Cancer Registrar MO	$8.44	$8.67	$11.61	$9.19	$9.42	$11.61	$9.94	$10.17	$11.61	$10.29	$10.53	$11.61	$10.65	$10.89	$11.61
Audiovisual Svcs Technicn	$8.46	$8.69	$14.14	$9.21	$9.44	$14.14	$9.96	$10.19	$14.14	$10.31	$10.55	$14.14	$10.67	$10.92	$14.14
Baker	$11.79	$12.12	$16.18	$12.54	$12.87	$16.18	$13.29	$13.62	$16.18	$13.76	$14.10	$16.18	$14.24	$14.59	$16.18
Booking Secretary	$11.51	$11.83	$16.05	$12.26	$12.58	$16.05	$13.01	$13.33	$16.05	$13.47	$13.80	$16.05	$13.94	$14.28	$16.05
Booking Secretary-Admitting	$11.51	$11.83	$16.05	$12.26	$12.58	$16.05	$13.01	$13.33	$16.05	$13.47	$13.80	$16.05	$13.94	$14.28	$16.05
BPS Research Clerk	$9.03	$9.27	$12.46	$9.78	$10.02	$12.46	$10.53	$10.77	$12.46	$10.90	$11.15	$12.46	$11.28	$11.54	$12.46
Cafeteria Assistant	$8.61	$8.85	$12.07	$9.36	$9.60	$12.07	$10.11	$10.35	$12.07	$10.46	$10.71	$12.07	$10.83	$11.09	$12.07
Cafeteria Cashier	$8.44	$8.67	$11.50	$9.19	$9.42	$11.50	$9.94	$10.17	$11.50	$10.29	$10.53	$11.50	$10.65	$10.89	$11.50
Cafeteria Eve Grp Ldr	$12.21	$12.55	$16.49	$12.96	$13.30	$16.49	$13.71	$14.05	$16.49	$14.19	$14.54	$16.49	$14.69	$15.05	$16.49
Cancer Registrar	$9.83	$10.10	$13.76	$10.58	$10.85	$13.76	$11.33	$11.60	$13.76	$11.73	$12.01	$13.76	$12.14	$12.43	$13.76
Card Research Secy/Technc	$10.65	$10.94	$14.43	$11.40	$11.69	$14.43	$12.15	$12.44	$14.43	$12.58	$12.88	$14.43	$13.02	$13.33	$14.43
Cardiac Services Registrar	$12.18	$12.52	$16.89	$12.93	$13.27	$16.89	$13.68	$14.02	$16.89	$14.16	$14.51	$16.89	$14.65	$15.02	$16.89
Cardiac Technician II	$10.91	$11.21	$15.33	$11.66	$11.96	$15.33	$12.41	$12.71	$15.33	$12.84	$13.15	$15.33	$13.29	$13.62	$15.33
Cardiac Technician III	$12.18	$12.52	$16.89	$12.93	$13.27	$16.89	$13.68	$14.02	$16.89	$14.16	$14.51	$16.89	$14.65	$15.02	$16.89
Cardio Lab Asst	$9.76	$10.03	$14.67	$10.51	$10.78	$14.67	$11.26	$11.53	$14.67	$11.65	$11.93	$14.67	$12.06	$12.35	$14.67
Cardiovsclr Technician	$9.76	$10.03	$14.67	$10.51	$10.78	$14.67	$11.26	$11.53	$14.67	$11.65	$11.93	$14.67	$12.06	$12.35	$14.67
Catering Coordinator	$12.21	$12.55	$16.49	$12.96	$13.30	$16.49	$13.71	$14.05	$16.49	$14.19	$14.54	$16.49	$14.69	$15.05	$16.49
Central Sterile Technicia	$9.58	$9.85	$12.75	$10.33	$10.60	$12.75	$11.08	$11.35	$12.75	$11.47	$11.75	$12.75	$11.87	$12.16	$12.75
Central Transp Equip Tech	$9.79	$10.05	$12.90	$10.54	$10.80	$12.90	$11.29	$11.55	$12.90	$11.69	$11.95	$12.90	$12.09	$12.37	$12.90
Central Transport Aide	$8.65	$8.88	$12.30	$9.40	$9.63	$12.30	$10.15	$10.38	$12.30	$10.51	$10.74	$12.30	$10.87	$11.12	$12.30
Cert Nsg Assistant I	$9.02	$9.26	$13.00	$9.77	$10.01	$13.00	$10.52	$10.76	$13.00	$10.89	$11.14	$13.00	$11.27	$11.53	$13.00
Cert Nsg Assistant II	$10.00	$10.28	$15.29	$10.75	$11.03	$15.29	$11.50	$11.78	$15.29	$11.90	$12.19	$15.29	$12.32	$12.62	$15.29
Clerical Aide	$8.44	$8.67	$11.61	$9.19	$9.42	$11.61	$9.94	$10.17	$11.61	$10.29	$10.53	$11.61	$10.65	$10.89	$11.61
Clerk B	$9.03	$9.27	$12.46	$9.78	$10.02	$12.46	$10.53	$10.77	$12.46	$10.90	$11.15	$12.46	$11.28	$11.54	$12.46
Clerk Specialist	$10.71	$11.01	$14.92	$11.46	$11.76	$14.92	$12.21	$12.51	$14.92	$12.64	$12.95	$14.92	$13.08*	$13.40	$14.92
Clinical Lab Control Clerk	$9.83	$10.10	$13.76	$10.58	$10.85	$13.76	$11.33	$11.60	$13.76	$11.73	$12.01	$13.76	$12.14	$12.43	$13.76
Clinical Testing Technician	$9.42	$9.68	$14.14	$10.17	$10.43	$14.14	$10.92	$11.18	$14.14	$11.30	$11.57	$14.14	$11.70	$11.98	$14.14
Cluster Assistant	$9.29	$9.55	$12.40	$10.04	$10.30	$12.40	$10.79	$11.05	$12.40	$11.17	$11.44	$12.40	$11.56	$11.84	$12.40
Cook I	$9.18	$9.43	$13.13	$9.93	$10.18	$13.13	$10.68	$10.93	$13.13	$11.05	$11.31	$13.13	$11.44	$11.71	$13.13
Cook II	$11.79	$12.12	$16.18	$12.54	$12.87	$16.18	$13.29	$13.62	$16.18	$13.76	$14.10	$16.18	$14.24	$14.59	$16.18

Schedule B

All Other Non-Professional Unit Pay Grades

Contract Period: September 14, 2003 - October 2, 2008

	Effective September 14, 2003			Effective October 3, 2004			Effective October 2 ,2005			Effective October 1, 2006			Effective October 7, 2007		
Classification	Hiring Rate	3-month Rate	8 Yr Rate	Hiring Rate	3-month Rate	8 Yr Rate	Hiring Rate	3-month Rate	8 Yr Rate	Hiring Rate	3-month Rate	8 Yr Rate	Hiring Rate	3-month Rate	8 Yr Rate
Cooking Assistant	$8.61	$8.85	$12.07	$9.36	$9.60	$12.07	$10.11	$10.35	$12.07	$10.46	$10.71	$12.07	$10.83	$11.09	$12.07
Correspondence Secretary	$9.83	$10.10	$13.76	$10.58	$10.85	$13.76	$11.33	$11.60	$13.76	$11.73	$12.01	$13.76	$12.14	$12.43	$13.76
CTS Dispatcher	$9.29	$9.55	$13.36	$10.04	$10.30	$13.36	$10.79	$11.05	$13.36	$11.17	$11.44	$13.36	$11.56	$11.84	$13.36
Customer Svc Rep - Pathology	$10.71	$11.01	$14.92	$11.46	$11.76	$14.92	$12.21	$12.51	$14.92	$12.64	$12.95	$14.92	$13.08	$13.40	$14.92
Data Coordinator - Transplant	$11.51	$11.83	$16.05	$12.26	$12.58	$16.05	$13.01	$13.33	$16.05	$13.47	$13.80	$16.05	$13.94	$14.28	$16.05
Densitometry Technician	$8.93	$9.17	$14.14	$9.68	$9.92	$14.14	$10.43	$10.67	$14.14	$10.80	$11.04	$14.14	$11.17	$11.43	$14.14
Dental Assistant	$12.70	$13.05	$15.61	$13.45	$13.80	$15.61	$14.20	$14.55	$15.61	$14.70	$15.06	$15.61	$15.21	$15.59	$15.61
Diag Imag Info Secy	$9.03	$9.27	$12.46	$9.78	$10.02	$12.46	$10.53	$10.77	$12.46	$10.90	$11.15	$12.46	$11.28	$11.54	$12.46
Dialysis Assistant	$9.29	$9.55	$12.40	$10.04	$10.30	$12.40	$10.79	$11.05	$12.40	$11.17	$11.44	$12.40	$11.56	$11.84	$12.40
Diener	$9.42	$9.68	$14.14	$10.17	$10.43	$14.14	$10.92	$11.18	$14.14	$11.30	$11.57	$14.14	$11.70	$11.98	$14.14
Dietary Computer Clerk	$9.61	$9.88	$12.69	$10.36	$10.63	$12.69	$11.11	$11.38	$12.69	$11.50	$11.78	$12.69	$11.90	$12.19	$12.69
Dining Services Assist	$9.29	$9.55	$12.69	$10.04	$10.30	$12.69	$10.79	$11.05	$12.69	$11.17	$11.44	$12.69	$11.56	$11.84	$12.69
Driver I	$10.91	$11.21	$14.72	$11.66	$11.96	$14.72	$12.41	$12.71	$14.72	$12.84	$13.15	$14.72	$13.29	$13.62	$14.72
Driver II	$11.76	$12.09	$16.89	$12.51	$12.84	$16.89	$13.26	$13.59	$16.89	$13.72	$14.07	$16.89	$14.20	$14.56	$16.89
EAD Assistant	$11.51	$11.83	$16.05	$12.26	$12.58	$16.05	$13.01	$13.33	$16.05	$13.47	$13.80	$16.05	$13.94	$14.28	$16.05
Electrophysiology Assist	$9.42	$9.68	$14.14	$10.17	$10.43	$14.14	$10.92	$11.18	$14.14	$11.30	$11.57	$14.14	$11.70	$11.98	$14.14
Emer Dept Billing Clerk	$13.60	$13.99	$16.89	$14.35	$14.74	$16.89	$15.10	$15.49	$16.89	$15.63	$16.03	$16.89	$16.18	$16.59	$16.89
Emer Dept Family Asst	$8.15	$8.38	$12.40	$8.90	$9.13	$12.40	$9.65	$9.88	$12.40	$9.99	$10.23	$12.40	$10.34	$10.58	$12.40
Emer Dept Records Clerk	$9.83	$10.10	$13.76	$10.58	$10.85	$13.76	$11.33	$11.60	$13.76	$11.73	$12.01	$13.76	$12.14	$12.43	$13.76
Emer Dept Technician	$9.81	$10.09	$14.18	$10.56	$10.84	$14.18	$11.31	$11.59	$14.18	$11.71	$12.00	$14.18	$12.12	$12.42	$14.18
Emer Dept Unit Secretary	$10.71	$11.01	$14.92	$11.46	$11.76	$14.92	$12.21	$12.51	$14.92	$12.64	$12.95	$14.92	$13.08	$13.40	$14.92
Endoscopy Equip Assistant	$9.58	$9.85	$12.75	$10.33	$10.60	$12.75	$11.08	$11.35	$12.75	$11.47	$11.75	$12.75	$11.87	$12.16	$12.75
Endoscopy Transport/Equip Asst	$9.58	$9.85	$12.75	$10.33	$10.60	$12.75	$11.08	$11.35	$12.75	$11.47	$11.75	$12.75	$11.87	$12.16	$12.75
Food Service Worker-Utili	$8.04	$8.26	$11.11	$8.79	$9.01	$11.11	$9.54	$9.76	$11.11	$9.87	$10.10	$11.11	$10.22	$10.46	$11.11
Food Svc Assoc-Cafe	$8.15	$8.38	$11.61	$8.90	$9.13	$11.61	$9.65	$9.88	$11.61	$9.99	$10.23	$11.61	$10.34	$10.58	$11.61
Food Svc Group Leader	$8.61	$8.85	$12.07	$9.36	$9.60	$12.07	$10.11	$10.35	$12.07	$10.46	$10.71	$12.07	$10.83	$11.09	$12.07
Food Svc Worker-Cafeteria	$8.04	$8.26	$11.11	$8.79	$9.01	$11.11	$9.54	$9.76	$11.11	$9.87	$10.10	$11.11	$10.22	$10.46	$11.11
Food Svc Worker-Tray Assm	$8.04	$8.26	$11.11	$8.79	$9.01	$11.11	$9.54	$9.76	$11.11	$9.87	$10.10	$11.11	$10.22	$10.46	$11.11
Gift Shop Clerk	$8.44	$8.67	$11.61	$9.19	$9.42	$11.61	$9.94	$10.17	$11.61	$10.29	$10.53	$11.61	$10.65	$10.89	$11.61
Guest Svcs Associate	$9.50	$9.76	$13.76	$10.25	$10.51	$13.76	$11.00	$11.26	$13.76	$11.39	$11.65	$13.76	$11.78	$12.06	$13.76
Health Info Svcs Receptionist	$8.44	$8.67	$11.61	$9.19	$9.42	$11.61	$9.94	$10.17	$11.61	$10.29	$10.53	$11.61	$10.65	$10.89	$11.61
Housekeeping Aide I	$8.04	$8.26	$11.11	$8.79	$9.01	$11.11	$9.54	$9.76	$11.11	$9.87	$10.10	$11.11	$10.22	$10.46	$11.11
Housekeeping Aide II	$8.61	$8.85	$12.07	$9.36	$9.60	$12.07	$10.11	$10.35	$12.07	$10.46	$10.71	$12.07	$10.83	$11.09	$12.07
Hskpg Supply Clerk	$10.22	$10.50	$14.11	$10.97	$11.25	$14.11	$11.72	$12.00	$14.11	$12.13	$12.42	$14.11	$12.55	$12.85	$14.11
Information Desk Receptionist	$8.44	$8.67	$11.61	$9.19	$9.42	$11.61	$9.94	$10.17	$11.61	$10.29	$10.53	$11.61	$10.65	$10.89	$11.61

Schedule B

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Classification	Hiring Rate	3-month Rate	8 Yr Rate	Hiring Rate	3-month Rate	8 Yr Rate	Hiring Rate	3-month Rate	8 Yr Rate	Hiring Rate	3-month Rate	8 Yr Rate	Hiring Rate	3-month Rate	8 Yr Rate
Interpreter	$11.76	$12.09	$16.89	$12.51	$12.84	$16.89	$13.26	$13.59	$16.89	$13.72	$14.07	$16.89	$14.20	$14.56	$16.89
Laboratory Aide	$7.58	$7.78	$10.21	$8.33	$8.53	$10.21	$9.08	$9.28	$10.21	$9.40	$9.60	$10.21	$9.73	$9.94	$10.21
Laundry Aide I	$8.66	$8.89	$11.74	$9.41	$9.64	$11.74	$10.16	$10.39	$11.74	$10.52	$10.75	$11.74	$10.88	$11.13	$11.74
Laundry Aide II	$9.29	$9.55	$12.75	$10.04	$10.30	$12.75	$10.79	$11.05	$12.75	$11.17	$11.44	$12.75	$11.56	$11.84	$12.75
Lndry Mechanic Assistant	$10.32	$10.60	$12.55	$11.07	$11.35	$12.55	$11.82	$12.10	$12.55	$12.23	$12.52	$12.55	$12.66	$12.96	$12.55
Mail Room Aide	$8.15	$8.38	$11.80	$8.90	$9.13	$11.80	$9.65	$9.88	$11.80	$9.99	$10.23	$11.80	$10.34	$10.58	$11.80
Med Onc Library Clerk	$8.44	$8.67	$11.61	$9.19	$9.42	$11.61	$9.94	$10.17	$11.61	$10.29	$10.53	$11.61	$10.65	$10.89	$11.61
Med Transcrptn Secrtry A	$12.78	$13.14	$16.05	$13.53	$13.89	$16.05	$14.28	$14.64	$16.05	$14.78	$15.15	$16.05	$15.30	$15.68	$16.05
Med Transcrptn Secrtry B	$13.60	$13.99	$16.89	$14.35	$14.74	$16.89	$15.10	$15.49	$16.89	$15.63	$16.03	$16.89	$16.18	$16.59	$16.89
Media Aide	$7.58	$7.78	$10.45	$8.33	$8.53	$10.45	$9.08	$9.28	$10.45	$9.40	$9.60	$10.45	$9.73	$9.94	$10.45
Medical Assistant	$10.43	$10.72	$15.83	$11.18	$11.47	$15.83	$11.93	$12.22	$15.83	$12.35	$12.65	$15.83	$12.78	$13.09	$15.83
Motor Vehicle Operator	$9.29	$9.55	$13.36	$10.04	$10.30	$13.36	$10.79	$11.05	$13.36	$11.17	$11.44	$13.36	$11.56	$11.84	$13.36
Mould Room Technician	$10.43	$10.72	$15.83	$11.18	$11.47	$15.83	$11.93	$12.22	$15.83	$12.35	$12.65	$15.83	$12.78	$13.09	$15.83
Nsg Resource Mgt Asst	$10.71	$11.01	$14.92	$11.46	$11.76	$14.92	$12.21	$12.51	$14.92	$12.64	$12.95	$14.92	$13.08	$13.40	$14.92
Nutrition Hosptlty Assoc	$9.29	$9.55	$12.69	$10.04	$10.30	$12.69	$10.79	$11.05	$12.69	$11.17	$11.44	$12.69	$11.56	$11.84	$12.69
OR Control Clerk	$10.71	$11.01	$14.92	$11.46	$11.76	$14.92	$12.21	$12.51	$14.92	$12.64	$12.95	$14.92	$13.08	$13.40	$14.92
OR Instrument Asst	$10.43	$10.72	$12.69	$11.18	$11.47	$12.69	$11.93	$12.22	$12.69	$12.35	$12.65	$12.69	$12.78	$13.09	$12.69
OR Reprocess Asst	$11.20	$11.51	$15.07	$11.95	$12.26	$15.07	$12.70	$13.01	$15.07	$13.14	$13.47	$15.07	$13.60	$13.94	$15.07
Orthopedic Technician	$9.29	$9.55	$12.40	$10.04	$10.30	$12.40	$10.79	$11.05	$12.40	$11.17	$11.44	$12.40	$11.56	$11.84	$12.40
Outpatient Services Rep	$11.51	$11.83	$16.05	$12.26	$12.58	$16.05	$13.01	$13.33	$16.05	$13.47	$13.80	$16.05	$13.94	$14.28	$16.05
Outpatient Services Rep LEP	$11.51	$11.83	$16.05	$12.26	$12.58	$16.05	$13.01	$13.33	$16.05	$13.47	$13.80	$16.05	$13.94	$14.28	$16.05
Path Tech Student	$11.86	$12.19	$12.19	$12.61	$12.94	$12.19	$13.36	$13.69	$12.19	$13.83	$14.17	$12.19	$14.31	$14.67	$12.19
Pathology Laboratory Aide	$8.44	$8.67	$11.61	$9.19	$9.42	$11.61	$9.94	$10.17	$11.61	$10.29	$10.53	$11.61	$10.65	$10.89	$11.61
Patient Service Aide	$8.15	$8.38	$11.74	$8.90	$9.13	$11.74	$9.65	$9.88	$11.74	$9.99	$10.23	$11.74	$10.34	$10.58	$11.74
Patient Svc Receptionist	$8.44	$8.67	$11.61	$9.19	$9.42	$11.61	$9.94	$10.17	$11.61	$10.29	$10.53	$11.61	$10.65	$10.89	$11.61
Patient Svcs Secretary B	$9.83	$10.10	$13.76	$10.58	$10.85	$13.76	$11.33	$11.60	$13.76	$11.73	$12.01	$13.76	$12.14	$12.43	$13.76
Pediatrics Billing Specialist	$13.60	$13.99	$16.89	$14.35	$14.74	$16.89	$15.10	$15.49	$16.89	$15.63	$16.03	$16.89	$16.18	$16.59	$16.89
Pharmacy Intern	$10.40	$10.67	$13.29	$11.15	$11.42	$13.29	$11.90	$12.17	$13.29	$12.32	$12.60	$13.29	$12.75	$13.04	$13.29
Pharmacy Technicn Speciali	$11.80	$12.11	$15.67	$12.55	$12.86	$15.67	$13.30	$13.61	$15.67	$13.77	$14.09	$15.67	$14.25	$14.58	$15.67
Pharmacy Technician	$11.03	$11.32	$13.29	$11.78	$12.07	$13.29	$12.53	$12.82	$13.29	$12.97	$13.27	$13.29	$13.42	$13.73	$13.29
Pharmacy Technician-Per D	$16.31	$16.31	$16.31	$17.06	$17.06	$17.06	$17.81	$17.81	$17.81	$18.43	$18.43	$18.43	$19.08	$19.08	$19.08
Phlebotomist	$10.87	$11.18	$14.67	$11.62	$11.93	$14.67	$12.37	$12.68	$14.67	$12.80	$13.12	$14.67	$13.25	$13.58	$14.67
Phlebotomist-Per Diem	$16.14	$16.14	$16.14	$16.89	$16.89	$16.89	$17.64	$17.64	$17.64	$18.26	$18.26	$18.26	$18.90	$18.90	$18.90
Pt Accts Rep-Ambulatory	$11.51	$11.83	$16.05	$12.26	$12.58	$16.05	$13.01	$13.33	$16.05	$13.47	$13.80	$16.05	$13.94	$14.28	$16.05
Pt Svcs Specialist-Transplant	$11.51	$11.83	$16.05	$12.26	$12.58	$16.05	$13.01	$13.33	$16.05	$13.47	$13.80	$16.05	$13.94	$14.28	$16.05

Schedule B

All Other Non-Professional Unit Pay Grades

Contract Period: September 14, 2003 - October 2, 2008

	Effective September 14, 2003			Effective October 3, 2004			Effective October 2 ,2005			Effective October 1, 2006			Effective October 7, 2007		
Classification	Hiring Rate	3-month Rate	8 Yr Rate	Hiring Rate	3-month Rate	8 Yr Rate	Hiring Rate	3-month Rate	8 Yr Rate	Hiring Rate	3-month Rate	8 Yr Rate	Hiring Rate	3-month Rate	8 Yr Rate
Qual Mgmt Data Coordinator	$13.60	$13.99	$16.89	$14.35	$14.74	$16.89	$15.10	$15.49	$16.89	$15.63	$16.03	$16.89	$16.18	$16.59	$16.89
Rad Transport/Stock Clerk	$8.65	$8.88	$12.90	$9.40	$9.63	$12.90	$10.15	$10.38	$12.90	$10.51	$10.74	$12.90	$10.87	$11.12	$12.90
Radiology Tech Assistant	$10.91	$11.21	$15.33	$11.66	$11.96	$15.33	$12.41	$12.71	$15.33	$12.84	$13.15	$15.33	$13.29	$13.62	$15.33
RC Equipment Technician	$9.29	$9.55	$12.40	$10.04	$10.30	$12.40	$10.79	$11.05	$12.40	$11.17	$11.44	$12.40	$11.56	$11.84	$12.40
Receiving Clerk	$11.00	$11.30	$14.75	$11.75	$12.05	$14.75	$12.50	$12.80	$14.75	$12.94	$13.25	$14.75	$13.39	$13.71	$14.75
Rehabilitation Aide	$9.02	$9.26	$13.00	$9.77	$10.01	$13.00	$10.52	$10.76	$13.00	$10.89	$11.14	$13.00	$11.27	$11.53	$13.00
Research Technician	$10.77	$11.08	$15.12	$11.52	$11.83	$15.12	$12.27	$12.58	$15.12	$12.70	$13.02	$15.12	$13.14	$13.48	$15.12
Secretary B	$11.97	$12.31	$14.92	$12.72	$13.06	$14.92	$13.47	$13.81	$14.92	$13.94	$14.29	$14.92	$14.43	$14.79	$14.92
Secretary C	$12.78	$13.14	$16.05	$13.53	$13.89	$16.05	$14.28	$14.64	$16.05	$14.78	$15.15	$16.05	$15.30	$15.68	$16.05
Secretary D	$13.60	$13.99	$16.89	$14.35	$14.74	$16.89	$15.10	$15.49	$16.89	$15.63	$16.03	$16.89	$16.18	$16.59	$16.89
Secretary/Typist A	$8.44	$8.67	$11.61	$9.19	$9.42	$11.61	$9.94	$10.17	$11.61	$10.29	$10.53	$11.61	$10.65	$10.89	$11.61
Secretary/Typist B	$9.83	$10.10	$13.76	$10.58	$10.85	$13.76	$11.33	$11.60	$13.76	$11.73	$12.01	$13.76	$12.14	$12.43	$13.76
Senior Buyer	$14.85	$15.28	$21.82	$15.60	$16.03	$21.82	$16.35	$16.78	$21.82	$16.92	$17.37	$21.82	$17.51	$17.98	$21.82
Spec Projects-Temp	$9.50	$9.76	$13.76	$10.25	$10.51	$13.76	$11.00	$11.26	$13.76	$11.39	$11.65	$13.76	$11.78	$12.06	$13.76
Sr Cancer Registrar	$12.78	$13.14	$16.05	$13.53	$13.89	$16.05	$14.28	$14.64	$16.05	$14.78	$15.15	$16.05	$15.30	$15.68	$16.05
Sr Phlebotomist	$11.36	$11.68	$15.04	$12.11	$12.43	$15.04	$12.86	$13.18	$15.04	$13.31	$13.64	$15.04	$13.78	$14.12	$15.04
Sr Rc Equip Technician	$10.22	$10.50	$14.11	$10.97	$11.25	$14.11	$11.72	$12.00	$14.11	$12.13	$12.42	$14.11	$12.55	$12.85	$14.11
Stock Clerk	$10.43	$10.72	$12.69	$11.18	$11.47	$12.69	$11.93	$12.22	$12.69	$12.35	$12.65	$12.69	$12.78	$13.09	$12.69
Support Svcs Coord	$10.79	$11.10	$15.83	$11.54	$11.85	$15.83	$12.29	$12.60	$15.83	$12.72	$13.04	$15.83	$13.17	$13.50	$15.83
Surg Chrg Entry Speclst	$10.71	$11.01	$14.92	$11.46	$11.76	$14.92	$12.21	$12.51	$14.92	$12.64	$12.95	$14.92	$13.08	$13.40	$14.92
Surg Path Info Processor	$11.51	$11.83	$16.05	$12.26	$12.58	$16.05	$13.01	$13.33	$16.05	$13.47	$13.80	$16.05	$13.94	$14.28	$16.05
Surgical Resch Coordinator	$12.18	$12.52	$16.89	$12.93	$13.27	$16.89	$13.68	$14.02	$16.89	$14.16	$14.51	$16.89	$14.65	$15.02	$16.89
Unit Assistant	$9.29	$9.55	$12.40	$10.04	$10.30	$12.40	$10.79	$11.05	$12.40	$11.17	$11.44	$12.40	$11.56	$11.84	$12.40
Unit Secretary	$10.71	$11.01	$14.92	$11.46	$11.76	$14.92	$12.21	$12.51	$14.92	$12.64	$12.95	$14.92	$13.08	$13.40	$14.92
Unit Secretary Trainer	$12.31	$12.66	$16.89	$13.06	$13.41	$16.89	$13.81	$14.16	$16.89	$14.29	$14.66	$16.89	$14.79	$15.17	$16.89
Vending/Stock Technician	$9.29	$9.55	$12.69	$10.04	$10.30	$12.69	$10.79	$11.05	$12.69	$11.17	$11.44	$12.69	$11.56	$11.84	$12.69
Visual Field Technician	$8.86	$9.11	$13.14	$9.61	$9.86	$13.14	$10.36	$10.61	$13.14	$10.72	$10.98	$13.14	$11.10	$11.37	$13.14
Washroom Attendant	$9.60	$9.86	$13.99	$10.35	$10.61	$13.99	$11.10	$11.36	$13.99	$11.49	$11.76	$13.99	$11.89	$12.17	$13.99

SCHEDULE C

EMPLOYEE MEDICAL PLAN CONTRIBUTION RATES

Rhode Island Hospital - effective 1/1/2004

	Full-time		Full-Time		Part-Time		Part-Time	
Plan Name	Weekly EE Cost		Bi-Weekly EE Cost		Weekly EE Cost		Bi-Weekly EE Cost	
Medical								
Lifespan Blue (BC/BS)								
Individual		$12.45		$24.91		$20.76		$1.52
Dual		$24.73		$49.45		$49.47		$98.95
Family		$29.83		$59.66		$59.66		$119.33
United Healthcare Plus								
Individual		$13.69		$27.37		$22.81		$45.62
Dual		$29.64		$59.28		$59.30		$118.61
Family		$36.10		$72.20		$72.19		$144.37
Tufts Health Plan								
Individual		$13.62		$27.23		$22.70		$45.40
Dual		$27.08		$54.17		$54.17		$108.33
Family		$32.68		$65.37		$65.37		$130.73

Full time rates also apply to part-time employees with normal hours of 20.0 or more per week hired before January 1, 1983.
Part time rates apply to all other employees with normal hours between 20.0 and 34.0 hours hired after January 1, 1983.

SCHEDULE D

EMPLOYEE DENTAL PLAN CONTRIBUTION RATES

Rhode Island Hospital - effective 1/1/2004

Plan Name	Full-time Weekly EE Cost	Full-Time Bi-Weekly EE Cost	Part-Time Weekly EE Cost	Part-Time Bi-Weekly EE Cost
Dental				
Delta USA Plan A				
Individual	$0.45	$0.89	$1.33	$2.66
Dual	$3.34	$6.69	$4.19	$8.37
Family	$5.33	$10.66	$6.66	$13.32
Delta USA Plan B				
Individual	$1.71	$3.43	$2.60	$5.19
Dual	$5.75	$11.51	$6.60	$13.19
Family	$11.19	$22.37	$12.52	$25.03
IBT Dental "Plus" Option (1)				
Individual	$10.82			
Dual	$21.32			
Family	$23.55			

(1) Includes Delta USA Plan B dental coverage plus hearing care, legal services, employee and dependent life insurance, and vision care.
Must be full time employee (35 or more hours per week) and member of IBT to qualify. See IBT representative for details.
This benefit is provided by IBT, not through Rhode Island Hospital.

Full time rates also apply to part-time employees with normal hours of 20.0 or more per week hired before January 1, 1983,
Part time rates apply to all other employees with normal hours between 20.0 and 34.0 hours hired after January 1, 1983.

APPLICATION FOR MEMBERSHIP IN LOCAL UNION NO.

Affiliated with the International Brotherhood of Teamsters

AFL-CIO

Date of Application _____

I the undersigned hereby apply for admission to membership in the above Local Union and voluntarily choose and designate it as my representative for purposes of collective bargaining hereby revoking any contrary designation. If admitted to membership I agree to abide by the Constitution of the International as well as the Local Union Bylaws which are not in conflict with International laws and thereupon accept and assume the following oath of obligation: I pledge my honor to faithfully observe the Constitution and laws of the International Brotherhood of Teamsters. I pledge that I will comply with all the rules and regulations for the government of the International Union and this Local Union. I will faithfully perform all the duties assigned to me to the best of my ability and skill. I will conduct myself at all times in a manner as not to bring reproach upon my Union. I shall take an affirmative part in the business and activities of the Union and accept and discharge my responsibilities during any authorized strike or lockout. I will never discriminate against a fellow worker on account of creed, color or nationality. I will at all times bear true and faithful allegiance to the International Brotherhood of Teamsters and this Local Union.

PRINT

Street _____ (LAST NAME) _____ (FIRST NAME) _____ (MIDDLE INITIAL) _____ Occupation _____ Phone _____

City _____ State _____ Zip Code _____

Employer _____ Employment Date _____

Street _____ Phone _____

City _____ State _____ Zip Code _____

Initiation Fee $ _____ Paid to _____

Date of Birth _____ Social Security No. _____

Have you ever been a member of a Teamster Local Union? _____ If yes, what Local Union No. _____

Signature of Applicant _____

Printed in U.S.A.

Union dues are not deductible as charitable contributions for Federal Income Tax purposes.

NOTICE

I voluntarily submit this Application for Membership in Local Union _____, affiliated with the International Brotherhood of Teamsters, so that I may fully participate in the activities of the Union. I understand that by becoming and remaining a member of the Union, I will be entitled to attend membership meetings, participate in the development of contract proposals for collective bargaining, vote to ratify or reject collective bargaining agreements, run for Union office or support candidates of my choice, receive Union publications and take advantage of programs available only to Union members. I understand that only as a member of the Union will I be able to determine the course the Union takes to represent me in negotiations to improve my wages, fringe benefits and working conditions. And, I understand that the Union's strength and ability to represent my interests depends upon my exercising my right, as guaranteed by federal law, to join the Union and engage in collective activities with my fellow workers.

I understand that I am under no legal or contractual obligation to become a member of the Union. Under the current law, I can satisfy any contractual obligation necessary to retain my employment by paying an amount equal to the uniform dues and initiation fee required of members of the Union. I also understand that if I elect not to become a member, I may pay a service fee which is limited to a proportionate share of the expenditures necessary to support the Union's activities as my collective bargaining representative. If I elect not to become a member, the Union will provide additional information concerning the amount of the service fee based upon its most recent allocation of its expenditures which are devoted to activities which are germane to its performance as my bargaining representative, upon my request. The law permits service fee payers to challenge the correctness of this calculation. Procedures for filing such challenges will be provided by the Union, upon request.

I have read and understand the options available to me and submit this application to be admitted as a member of the Local Union.

_____

DATE OF APPLICATION SIGNATURE OF APPLICANT

CHECKOFF AUTHORIZATION AND ASSIGNMENT

I _____ (PRINT NAME) hereby authorize my employer to deduct from my wages each and every month an amount equal to the monthly dues, initiation fees and uniform assessments of Local Union _____, and direct such amounts so deducted to be turned over each month to the Secretary-Treasure of such Local Union for and on my behalf.

This authorization is voluntary and is not conditioned on my present or future membership in the Union.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the union and the employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the company and the union at least sixty (60) days, but not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of my desire to revoke same.

Signature _____

Social Security Number _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Employer _____

Union dues are not deductible as charitable contributions for Federal Income Tax purposes.

DRIVE

Democrat Republican Independent Voter Education

Classification _____ Local Union # _____ Date _____

I subscribe, freely and voluntarily, the sum indicated below each week to DRIVE with the understanding that this voluntary contribution may be used by DRIVE for political purposes, including contributions to support candidates for local, state and federal offices. I understand my right to refuse to contribute without reprisal and that the amounts below serve merely as suggestions. I am free to subscribe more, less, or nothing, without benefit or disadvantage.

I further hereby authorize and request my employer to deduct from my earnings the sum indicated below each week to be remitted to National DRIVE.

I reserve the right in accordance with the applicable state or federal laws to revoke this voluntary authorization at any time by giving written notice of such revocation to National DRIVE in accordance with such laws or otherwise.

Suggested voluntary contribution:

_____ $1.00 _____ $2.00 _____ $3.00 _____ Other

A copy of the DRIVE report is filed with the Federal Election Commission and is available for purchase from the Federal Election Commission, Washington, D.C. 20463. Donation not U.S. tax deductible.

Name of Company - Please Print _____ Signature _____

Name - Please Print _____ Address _____

Social Security No. _____ City _____ State _____ Zip _____

Dist. No. _____ Payroll Ctr. No. _____

R.I. Hospital / Teamsters 251

Notes

To: Members of Teamsters Local 251

The Supreme Court has ruled that an employee is entitled to have a Union Representative present during any interview which may result in his or her discipline. It is up to you, the employee, to insist upon Union Representation. If you fail to do so, you may waive your rights. Any time you are called into your supervisor's office, you should do the following:

1. Ask your supervisor if you might be disciplined as a result of the interview. If he says "no", ask him to give you a written statement to that effect. If he gives you such a statement, you must participate in the interview. If he refuses to give you such a statement, tell him you will not talk to him unless a Union Representative is present. If he refuses to allow your Union Representative to be present, you should leave the room.

2. If your supervisor tells you that you might be disciplined, you should insist that a Union Representative be present. If your request is refused, leave the room. If he allows your Union Representative to be present, you should participate in the interview.

Your Union Representative may be either your Business Agent, Shop Steward, or Alternative Shop Steward.