

AGREEMENT BETWEEN

LAWRENCE & MEMORIAL HOSPITAL

365 Montauk Avenue
New London, CT 06320
www.lmhospital.org

AND

**LAWRENCE & MEMORIAL HOSPITAL
HEALTHCARE WORKERS UNION**

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LOCAL 5123AFT-CT, AFT, AFL-CIO

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THIS AGREEMENT entered into this 1st day of June, 2012, by and between LAWRENCE & MEMORIAL HOSPITAL (the "Hospital") and Lawrence & Memorial Healthcare Workers Union, Local 5123, AFT-CT, AFT, AFL-CIO (the "Union").

ARTICLE I
INTENT

1.1 The intent and purposes of this Agreement are to set forth certain terms and conditions of employment for the employees of the Hospital represented by the Union, to provide for the adjustment of grievances, to assure the continuous, harmonious, economical and efficient operation of the Hospital, and to promote the highest professional standards of excellence in health care practice to serve the needs of the community.

ARTICLE II
RECOGNITION

2.1 **Bargaining Unit.** In accordance with the provisions of the certification of the National Labor Relations Board in Case No. 34-RC-1903, the Hospital recognizes the Union as the sole and exclusive bargaining representative with respect to rates of pay, hours of employment and other terms and conditions of employment for the bargaining unit set forth in Appendix A.

2.2 **Definitions.**

2.2.1 The terms “employee” and “employees” as used herein refer only to such persons for whom the Union has been certified as the exclusive bargaining representative as described in Appendix A, or as Appendix A may be amended.

2.2.2 The terms “full-time employee” and “full-time employees” as used herein refer only to employees whose position control hours are thirty-six (36) or more hours per week.

2.2.3 The terms “part-time employee” and “part-time employees” as used herein refer only to employees whose position control hours are at least twenty (20) hours per week but less than thirty-six (36) hours per week.

2.2.4 The terms “supplemental employee” and “supplemental employees” as used herein refer only to employees whose position control hours are less than twenty (20) hours per week but not less than 8 hours per week.

2.2.5 The term “per diem employee” and “per diem employees” as used herein refer only to employees who work on an as-needed basis and who are not regularly scheduled, and who work an average of at least four (4) hours per week.

2.2.6 The terms “temporary employee” and “temporary employees” as used in Section 2.1 shall mean employees who are hired and regularly scheduled for a limited period of time only.

2.2.7 The terms “switch” or “swap” refer to an exchange of posted time between employees, subject to Hospital approval.

2.2.8 The term “replaced absence” refers to when one employee works in place of another employee during posted time, subject to Hospital approval.

2.2.9 The term transfer shall mean the movement of an employee between departments. A change in hours or shift within a department shall not be deemed a transfer.

2.2.10 Personal pronouns are used in this Agreement for convenience only and do not denote gender.

ARTICLE III
SUCCESSORS AND ASSIGNEES

3.1 This Agreement shall remain in effect and shall be binding on all successors and assigns of the Hospital. The Hospital shall include this requirement as a condition of sale or transfer of its ownership or operation. Provided, however, that nothing herein shall operate to impose this Agreement on any employees not includable in the bargaining unit described in Appendix A hereof as a matter of law, or to prevent the discontinuance, or the reduction or transfer of operations to another entity or location.

ARTICLE IV
UNION SECURITY

4.1 a. All employees within the bargaining unit who are or become members of the Union during the term of this agreement shall be required as a condition of employment to remain members of the Union and to pay the required membership dues.

b. All employees who do not become members of the Union shall be required to pay the Union an agency fee in lieu of and not to exceed the amount of the required membership dues.

c. All employees hired on or after July 18, 2002, hired within the bargaining unit must become members of the Union upon completion of the probationary period as defined in Section 17.5.1

ARTICLE V
CHECK-OFF AUTHORIZATION

5.1 The Hospital agrees to deduct the annual Union membership dues from the earnings of any employee who has executed and delivered an appropriate authorization form to the Hospital. Such deductions shall be in the amount certified by the Union and shall be made in accordance with the terms of the authorization form. An employee may at any time revoke the previously given authorization by written notice to that effect delivered to the Hospital with copies to the Union. A termination of employment with the Hospital shall automatically constitute a revocation of any previously given authorization. Any revocation shall not be effective as to any dues or agency fee deducted by the Hospital prior to receipt of such written revocation by the Hospital or termination of employment, as the case may be. Withheld amounts will be forwarded to the Treasurer of the Union weekly by direct deposit. A record of the

amount and the names of those for whom deductions have been made will be provided at the same time.

5.2 Dues or agency fees for the Union shall be deducted weekly beginning with the next scheduled date for the deduction following receipt by the Hospital of the authorization form. If an employee has no pay coming at the time when the deductions are made, the Hospital shall not be required to make an additional deduction or to increase the deduction at another time to make up for the loss.

5.3 Dues and agency fees deducted shall be sent to the Union under the procedures established by the Hospital. The Hospital shall have no liability or responsibility for the dues or agency fees except to make the deductions and send them to the Union. The Union shall indemnify, defend and save the Hospital harmless against any and all claims, demands, suits or other terms of liability that may arise out of or by reason of any action taken or not taken by the Hospital for the purpose of complying with this Section.

ARTICLE VI **UNION ACTIVITIES**

6.1 Union Officers. The Union shall furnish to the Hospital a written list of all officers and unit representatives. Any changes thereto shall be forwarded to the Hospital.

6.2 Union Visitation. An authorized representative of the Union shall, after making arrangements with the Vice President of Human Resources or his/her designee, have admission to the Hospital for the purpose of administering this Agreement. The Vice President of Human Resources or his/her designee shall designate the place of a conference between the Union representative and the employee. The duration of such visitation or conference shall not interfere with patient care or the operation of the Hospital.

6.3 Union Communication. The Hospital shall provide a main bulletin board and a page on the Hospital's Intranet designated for the Healthcare Workers Union. A copy of the notice to be posted by the Union shall be provided to the Vice President/Human Resources or designee. Such notices shall not include controversial issues.

6.4 Copies of Agreement. The cost of printing a mutually agreed-upon number of copies of this Agreement will be shared equally by the parties. The Union shall receive sufficient copies for the Union to distribute copies to each employee.

6.5 Employee Names and Addresses. The names, addresses and phone numbers of new hires will be provided to the Union on a monthly basis.

6.6 The Union President or his/her designee(s) shall be given unpaid time off to attend Local, State and National AFT functions, meetings, conferences and other Labor Community related activities/functions when such meeting(s) conflict(s) with the normal working hours of the President and his/her designee(s). The Union shall make such request prior to the participant's posted time. If request is presented after time is posted, employee may

switch and/or swap. All requests shall be submitted to the employee's supervisor with a copy sent to the Human Resources Department and shall not be unreasonably denied.

ARTICLE VII
GRIEVANCE PROCEDURE

7.1 Any controversy or claim arising out of or relating to the interpretation, application or breach of the provisions of this Agreement shall be deemed a grievance. All grievances must be submitted in writing and with specificity at Step 1 within fifteen (15) days of the time the grievant knew of or should have known of the incident upon which the grievance is based. The supervisor will respond to the grievance within five (5) days. The supervisor's answer will be in writing and will specify the reason for the decision.

7.2 Grievances shall be processed in the following manner, and there shall be no suspension of work on account of such grievance.

Step 1. Between the employee and the immediate superior of the employee and a union representative if the employee so desires. If the grievance is not settled within five (5) days, the employee shall have five (5) days thereafter within which to file the written grievance at Step 2.

Step 2. Grievances at this and subsequent steps shall be in writing and Union representatives may participate at this or any subsequent step. The meeting shall be among the employee, a Union Representative if the employee so desires, and the Department Head or the designee of the Department Head and such other representative of the Hospital as it may designate. Such meeting shall take place within five (5) days of receipt of the Step 2 filing. The Department Head, or designee, shall have five (5) days after the meeting to respond. If the employee is not satisfied, the employee shall have five (5) days thereafter to file the grievance at Step 3.

Step 3. The meeting shall be among the employee, a Union representative and a Human Resources executive, or designee, and such other representative of the Hospital as it may designate. Such meeting shall take place within five (5) days of receipt of the Step 3 filing. The Human Resource executive, or designee, shall have ten (10) days after the meeting to respond. The Union shall have thirty (30) days thereafter to notify the Hospital of its desire to arbitrate the grievance and submit the grievance to the American Arbitration Association for arbitration.

7.3

- a. A grievance of general application is an issue that affects members of a specific department. This type of grievance shall be heard at Step 2 by the Director of the department, if not settled.
- b. A grievance of organization wide application is an issue that affects members of the bargaining unit. This type of grievance shall be heard at Step 2 by Human Resources.

7.4 The arbitrator shall be selected by the American Arbitration Association under its rules. The arbitrator shall have authority only to interpret the terms and provisions of this Agreement and shall be without power to alter, amend, add to or subtract from the language of the Agreement or to hold ex parte hearings. The decision of the arbitrator within the scope of his authority shall be final and binding upon the parties. Each party shall bear the expenses of its own representatives and witnesses and both parties shall share equally the fees and expenses of the arbitrator.

7.5 The time limits set forth in this Article are mandatory. Any grievance not referred to the next step of the grievance procedure within the time limits provided for herein shall be considered settled on the basis of the last answer given. If an answer is not given within said time limits, the grievance shall be deemed denied on the date the answer was due and the grievance may be referred to the next step. The time limits set forth in this Article may be extended in any particular case by the written agreement of the parties. In computing the time limits, Saturdays, Sundays and holidays shall not be counted.

7.6 Employees shall not be docked for time spent during their working hours in the discussion of grievances with Hospital representatives in the Steps of the Grievance Procedure. Discussion of grievances shall be at mutually convenient times and may be held outside of working hours where such discussion would otherwise interfere with Hospital operations. The Hospital shall have the right to require that grievance meetings at Step 3 be held outside of working hours where such meetings would otherwise unduly interfere with Hospital functions.

7.7 Employees participating in steps of the Grievance Procedure shall obtain permission from their supervisors before absenting themselves from work. Such requests shall normally be made at least twenty-four (24) hours in advance.

ARTICLE VIII **MANAGEMENT RIGHTS**

The Union recognizes the right of the Hospital to operate and manage the Hospital. All rights, functions, prerogatives and discretions of the management of the Hospital formerly exercised or exercisable by the Hospital are retained by and remain vested exclusively in the Hospital, except to the extent that such rights are specifically modified by the express provisions of this Agreement. The Hospital reserves to itself, subject only to the express provisions of this Agreement, the right to manage the Hospital and to direct employees and assign work; the right to determine and redetermine from time to time the quality and quantity of work to be performed; the right to determine and redetermine from time to time employee qualifications; the right to establish, promulgate, administer, regulate, determine and redetermine from time to time standards of performance and rules of conduct; the right to maintain the efficiency of employees; the right to reprimand, suspend, discharge or otherwise discipline employees for cause; the right to evaluate competency and performance; the right to hire, transfer, promote, to lay off employees for lack of work or other lawful reasons and recall employees to work; the right to establish, promulgate, administer, regulate, determine and redetermine from time to time policies, practices, methods, procedures and conditions related to work standards, staffing, patient care, research, education, training, operations, services and maintenance and the quantity, quality and type of equipment to be used; the right to determine and redetermine from time to

time the number and location of all facilities of the Hospital and whether the whole or any part of its operations shall continue to operate; the right to determine and redetermine from time to time the size and composition of the workforce; the right to determine and redetermine from time to time the duties to be performed; the right to determine and redetermine from time to time staffing patterns and areas worked; the right to determine and redetermine from time to time the method of the work; the right to determine and redetermine from time to time the time and schedule of work and work breaks; the right to determine and redetermine from time to time job content, and to establish, reduce, alter, combine or discontinue any job classification, department, unit, operation or service, or portion thereof; the right to subcontract work or use the services of auxiliary or temporary employees, supervisors or volunteers; the right to require reasonable overtime work after first seeking volunteers; and the right to enforce and determine and redetermine from time to time Hospital rules, regulations, policies, practices or procedures relating to any or all of its rights and prerogatives not inconsistent with the terms of this Agreement.

ARTICLE IX
INTERRUPTION OF WORK

9.1 No employee, nor the Union, shall engage in or induce or encourage, or attempt to engage in or induce or encourage, any strike (including sympathy strikes), work stoppage, slow-down, picketing of the Hospital premises (while on or off duty), or withholding of goods or services by such employees or other persons at the Hospital. Any violation of the above provisions shall subject an employee to discipline, including discharge. The Hospital shall not institute, declare or cause, or attempt to institute, declare or cause, any lockout of the employees from the Hospital's premises.

ARTICLE X
RATES OF PAY

10.1 Normal Work Week. The normal work week shall be the calendar week, beginning on Sunday at midnight and ending on Saturday at midnight.

10.2 Pay Rates.

- a. The rate ranges and effective dates are set forth in Appendix B.
- c. A newly appointed employee shall be given a written confirmation of the rate of pay at which the employee has been appointed.
- d. Employees with previous experience may be appointed above the starting rate.

10.3 Performance Appraisals. A performance appraisal shall be made with respect to every employee, not less often than once a year and no later than one (1) month after the employee's anniversary date, for the purpose of rating the employee's job performance, progress and other qualifications which have a bearing on the employee's work. The performance appraisal of an employee shall be discussed with the employee and shall be signed by both the employee and the person who prepared the performance appraisal. The employee shall receive a

copy of the completed performance appraisal. In the event of an unsatisfactory performance appraisal an action plan shall be developed to help assist the employee to improve their performance. The employee shall receive a copy of the performance appraisal.

The employee and manager may develop a mutually agreeable educational plan as part of the employee's annual performance appraisal process. The plan may be updated or revised, as needed.

10.4 Step Progression

a. On the Sunday nearest to the anniversary date of employment, each employee shall be advanced to the next step on the rate range, provided that the employee has received a satisfactory performance appraisal.

b. Unsatisfactory performance appraisals shall be supported by written records which were shown to the employee at the time of the occurrence and to which the employee was given an opportunity to respond.

c. Records of complaints and reports of incompetence or dereliction of duty which are to be made part of an employee's personnel file shall be brought to the attention of the employee promptly in written form and the employee shall be given an opportunity to answer.

d. The denial of an annual increment because of an unsatisfactory performance appraisal shall be subject to the grievance and arbitration procedure, but the judgment of the Hospital shall not be overruled unless arbitrary or clearly erroneous.

e. Certification. An employee in the job classifications of Phlebotomist, Pharmacy Technician, Central Supply Technician, Health Unit Coordinator, Anesthesia Support Assistant, Endoscopy Assistant or Health Unit Coordinator/Registrar with one (1) year or more of service with the Hospital, who becomes certified by a credentialing agent approved by the Hospital, will be advanced to the next step in the rate range, provided the employee has received a satisfactory performance appraisal. Further, an employee may progress to one (1) step beyond the maximum of the rate range computed on the same basis as the other steps in the rate range. An employee who fails to maintain the certification will be moved back one step upon expiration of the certification. The parties agree that if during the term of this agreement certification by a credentialing agent approved by the Hospital becomes available for positions not specifically listed in Article 10.4e, the employee so certified shall be treated in accordance with said Article.

10.5 Each employee will be provided with a copy of the applicable job description.

10.6 Longevity bonus. A longevity bonus will be paid on the second pay period of the month in accordance with current practice to each full-time and regular part-time employee based on the following schedule:

<u>Years of Continuous Service As</u>		<u>Bonus Per Year</u>
<u>A Regularly-Scheduled Employee</u>		
	9-13	\$500
	14-18	\$700
	19 and over	\$900

ARTICLE XI
HOURS OF WORK

11.1 a. A schedule of existing shifts shall be posted on the Hospital's Intranet. The Hospital will notify the Union of any changes. However, the parties recognize that the needs of the Hospital, particularly in unforeseen circumstances, require flexibility in the scheduling of employees and that the needs of the department may require temporary deviation from established schedules. Before effecting a permanent change in an employee's schedule, assigned hours or shift or the starting and ending times of shifts, the Hospital normally will give the employee four (4) weeks' advance written notice, and will give the employee an opportunity to meet and discuss the change, at which meeting the employee may be accompanied by a Union representative if the employee so desires.

b. There shall be a one half (½) hour unpaid meal period on each shift of more than four (4) hours.

11.2 If an employee working any shift hours decides, because of departmental needs, not to leave the floor or department for the thirty (30) minute meal period, the employee's supervisor shall be notified. If the supervisor concurs in the decision and does not provide a substitute to relieve the employee for the thirty (30) minute meal period, the employee shall be paid for the additional thirty (30) minute period.

11.3 It is recognized that certain departments of the Hospital may require odd shifts. Such shifts shall be determined by the Hospital in accordance with its needs. The Hospital agrees to give the Union reasonable notice of the proposed establishment in the future of any odd shift and an opportunity to discuss it.

11.4 All employees who work four (4) or more hours during the workday shall receive at times scheduled by the employee's supervisor a paid fifteen (15) minute rest period. An employee who works ten (10) or more hours during a tour of duty shall receive a second paid fifteen (15) minute rest period. Employees may leave their department for this period subject to departmental needs.

11.5 a. A staffing schedule which shall include days off shall be posted as a rolling four (4) week schedule.

b. Any employee seeking specific days off shall submit a request in writing to the Supervisor/Manager at least one (1) week prior to the posting of the schedule for that week. Requests shall not be unreasonably denied.

c. The Hospital has an obligation to adhere to the posted schedule. If, in an emergency and for good cause, the Hospital finds it necessary to change the posted schedule, the Hospital shall first seek to arrange a voluntary swap of a tour of duty with another qualified employee. If no volunteer can be identified, the Hospital reserves the right to change the posted time. The employee involved shall be promptly called and the employee's commitments taken into consideration.

d. An employee has an obligation to adhere to the posted schedule. If an employee has unexpected obligations requiring a change in the employee's posted schedule, the employee should seek to arrange a swap of a tour of duty with another qualified employee, subject to Hospital approval, so long as this does not result in an overtime situation or added cost to the Hospital.

If an employee is unable to report to work, the employee is required to provide advance notice of at least one (1) hour to his/her supervisor or designee. The method of notification shall be determined by each department. Exceptions to this requirement shall be for good cause only.

The parties agree that the provisions involving the emergency use of PTO under Section 13.3(p) remain in full force and effect.

e. The employee seeking a replaced absence must secure Hospital approval, which will not be unreasonably withheld, so long as this does not result in an overtime situation or added cost to the Hospital. Employees must first seek replacements from part-time personnel working in the same department. Per Diem or part-time employees must be appropriately able to replace the employee involved in regard to hours and function.

11.6 a. Because the Hospital needs to operate every day of the week, employees must work weekends as scheduled. Weekend work will be scheduled on a fair rotating basis among employees in the affected job classification(s) on the affected department(s) or unit(s).

b. The Hospital can hire employees to work only weekends or to work every weekend.

c. For purposes of this Section 11.6, "weekend" includes any shifts worked on either Saturday or Sunday as defined in the Premium Pay Article, Section 12.4 (a).

11.7 1. Rotation of shifts shall normally not include more than two (2) shifts within a work week. The Hospital will make reasonable efforts to give priority to hiring for the second (evening) and third (night) shifts as vacancies occur, with the objective of eliminating rotation of shifts.

2. When the Hospital determines that there is a need for rotation of shifts for reasons such as PTO, sick time, unfilled vacancies and leaves of absences, the Hospital will utilize the following system to meet the need:

a. A continuous rotational roster of employees in the job classification on the unit who are deemed competent to work the rotated shift, listed in inverse order of seniority (starting with the least senior and then the next least senior, and so on) will be established.

b. Employees on the rotational roster will be assigned to rotate in one (1) week blocks. A "week" for a particular employee shall be based on her/his control hours. Employees will be rotated only into shifts of the same length as their regularly scheduled shift(s)

(8 to 8 or 12 to 12). If the shift rotated into includes some hours the employee would normally work, the employee will still be credited with a full shift of rotation.

c. In applying the rotational roster, once the least senior employee has completed one (1) week of rotation, the next week of rotation will be assigned to the second least senior employee, and so on, until all employees have rotated shifts for one (1) week. Then, the process will begin again with the least senior employee on the rotational roster being assigned. An employee who rotates for only part of her/his week because the need ended will remain at the top of the rotational roster and will complete the remainder of her/his week when the next need arises. If it is an employee's turn to rotate and the week includes a scheduled holiday off which needs to be covered, the employee will be skipped but will remain at the top of the rotational roster.

d. Before assigning an employee from the rotational roster, the Hospital will make available a rotational opportunity to volunteers from among employees in the job classification on the unit who, if assigned, would not be working overtime, and who are willing to rotate for the week. As among two (2) or more volunteers, preference will be given to the most senior. Volunteer assignments will be in one (1) week blocks. A "week" for a particular employee who volunteers shall be based on her/his control hours. An employee who rotates on a voluntary basis will be given credit on the rotational roster. When the rotational roster is being applied, an employee who previously completed a week of voluntary rotation will be skipped. An employee who does not complete a full week because the need ended will be given credit for part of a week and will be required to complete the remainder of her/his week, when it is her/his turn on the rotational roster.

e. Except when employees with less than ten (10) years of service would be required to rotate more than half of their shifts within a calendar year, an employee with ten (10) or more years of service will not be required to rotate shifts more than twelve (12) weeks within a calendar year, and an employee with twenty (20) or more years of service will not be required to rotate shifts more than six (6) weeks within a calendar year. A newly hired employee will be slotted into the rotational roster and will not be required to rotate more than half of her/his shifts in the remainder of the calendar year.

3. Reasonable efforts will be made to avoid scheduling a day shift employee to rotate to an off shift for the day preceding or following a scheduled holiday off. Such scheduling shall not be done in an arbitrary or capricious manner.

11.8 An employee normally shall not be scheduled to work more than seven (7) consecutive days except in an emergency or with the consent of the employee.

11.9 An employee who may be late to work due to an act of God shall not be deemed tardy for purposes of attendance records.

11.10 In recognition of the importance and desirability of maintaining full time positions, the Hospital agrees to use its best efforts to the extent practical not to divide existing

full time positions and further, to develop full time positions dependent upon staffing requirements.

ARTICLE XII
PREMIUM PAY

12.1 Overtime.

a. All hours worked in excess of forty (40) hours in the work week shall be paid for at the rate of time and one-half (1½) the regular straight-time hourly rate of the employee. Except for employees in departments with flexible scheduling, and who are offered the opportunity for flexible scheduling, an employee whose established shift on a particular day is eight (8) hours or less shall be paid time and one-half (1½) for all hours worked on that shift in excess of eight (8) hours. Except for employees who are in departments with flexible scheduling and who are offered the opportunity for flexible scheduling, an employee whose established shift on a particular day is greater than eight (8) hours shall be paid time and one-half (1½) for all hours worked on that shift in excess of his/her established shift hours. Paid time off for PTO and sick leave do not count as hours worked for the purpose of computing eligibility for and the amount of overtime pay, except that PTO hours paid for a designated holiday during the week in which the holiday occurs will count as hours worked for purposes of computation of overtime.

In departments with flexible scheduling, those employees who are offered the opportunity for flexible scheduling will receive overtime only after forty (40) hours.

b. If an employee works two (2) shifts of at least eight (8) hours each, the second shift will be paid at the rate of time and one half (1½) the regular straight time hourly rate of the employee if it begins eight (8) hours or less from the end of the first shift. This does not apply to hours worked while on call. Nor does it apply to required education unless such requires more than four (4) hours.

c. If an employee on call works a total of eight (8) hours within a call period, the employee will be eligible for time and one half (1½) the regular straight time hourly rate of the employee for any hours worked on the following day. In the case of twenty-four (24) hour call, the total of eight (8) hours worked on call must occur after the normal day shift.

d. If called to work on an “emergency call” basis, the employee shall be paid at the employee’s regular straight time hourly rate for hours worked with four (4) hours guaranteed minimum plus call pay for an eight (8) hour call pay period. This shall apply only in areas where the Hospital uses a formal “on call” system.

e. If an employee who is not scheduled to work is called into work, and reports to work in an area where no formal call system exists, such employee will receive a guarantee of four (4) hours pay at the employee’s regular straight time hourly rate.

12.2 Shift Premium.

a. Except for employees who are grandfathered, employees who work four (4) or more hours beyond 2:45 p.m. will be paid an evening shift premium of \$3.00 per hour for the hours worked after 2:45 pm.

b. Except for employees who are grandfathered, employees who work four (4) or more hours beyond 10:45 pm will be paid a night shift premium of \$4.50 per hour for the hours worked after 10:45 pm.

12.3 a. There shall be no pyramiding of premium rates for the same hours worked.

b. There shall be no pyramiding of any premium hours in the computation of overtime.

c. There shall be no pyramiding of overtime hours in the computation of overtime.

12.4 a. A premium of fifteen percent (15%) of the employee's base hourly rate shall be paid to employees for all hours worked on the weekend. For purposes of this provision, the weekend shall be considered to begin at 10:45 p.m. on Friday and end at 11:15 p.m. on Sunday. In Nursing and Communications, employees who have worked twenty-six (26) weekends in a calendar year will be paid a premium of thirty percent (30%) for all hours worked on any additional weekends worked for the remainder of the calendar year. In Nursing, such premium pay will be issued to employees who have worked three (3) consecutive weekends and who are thereby expected to work in excess of twenty-six (26) weekends in a calendar year. This shall not apply for employees hired to work weekends only or hired to work every weekend, and shall not apply to an employee who requests to work a weekend(s) in excess of twenty-six (26) weekends in a calendar year.

b. The charge premium for employees receiving charge pay is \$1.20 per hour.

12.5 Employees on-call are not required to be in the Hospital but must be available within 30 minutes of the Hospital.

12.6 On-Call will be paid as follows:

a. Twenty-five (25%) of the starting rate for the employee's classification as set forth in Appendix B for the hours on call. The hourly on-call payment continues during the "on-call" period and is in addition to pay for the hours actually worked by the employee.

b. If called to work during this period, the employee shall receive a minimum of two (2) hours' base pay, plus 30 minutes of travel time.

c. If called to work, the employee will be paid for time worked at the employee's regular hourly rate. Any hours worked on-call which are in excess of the employee's established shift of at least eight (8) hours for the day, or greater than forty (40) hours per week, shall be paid at the appropriate overtime rate.

d. Holiday premium rates shall be applied to “on-call” pay on holidays. Hours worked on Saturdays, Sundays and holidays will be paid for at premium rates as provided in this Agreement.

Due to the change in the starting base rate with this contract, an agreement was reached between the parties that allows for current employees to be paid for on-call pay at 25% of the new Step 4. All employees hired after June 30, 2012 will be paid 25% of the new starting base rate (Step 1). This practice will continue unless changes are necessary as per Memorandum of Agreement dated September 10, 2012.

ARTICLE XIII
PAID TIME OFF

13.1 Rate of Accrual. Paid Time Off (PTO) will be accrued for each hour worked by employees whose control hours are twenty (20) hours a week or more, based on years of continuous service in a benefit earning status, in accordance with the following schedules:

<u>Years Of Continuous Service In A Benefit-Earning Status</u>	<u>PTO Accrued For Each Hour Worked</u>
0-3 years	.0847 hour of PTO for each hour worked (22 days per year for FTE)
4-9 years	.1039 hour of PTO for each hour worked (27 days per year for FTE)
10 years and up	.1231 hour of PTO for each hour worked (32 days per year for FTE)

13.2 New Hires. Newly-hired employees will begin to accrue PTO hours from the date of employment, but may not use PTO until they have completed their probationary period, except when a holiday occurs during the probationary period and the department is closed completely or partially, and that employee is not scheduled to work on the designated holiday. In those circumstances, the employee will be paid PTO hours equivalent to the number of hours they would normally work that day. The time paid will be deducted from the employee’s PTO accrual upon completion of the probationary period. If an employee terminates employment before completing the probationary period, any PTO that was advanced will be deducted from the pay-out of PTO balance.

13.3 Usage.

a. PTO will be used for scheduled absences including vacations, holidays, and planned personal absences when approved in advance by the supervisor.

b. Only the amount of PTO actually accrued is available for use. Employees shall not be responsible for switches and/or swaps for approved vacations.

c. PTO may not be used when a designated holiday falls on a regularly scheduled day off.

d. PTO hours paid for a designated holiday during the week in which the holiday occurs will count as hours worked in the computation of overtime.

e. If an employee works her/his scheduled control hours in their primary department during a week in which there is a designated holiday, PTO will not be deducted from her/his balance.

f. Requests for full weeks of PTO should be submitted to the supervisor in accordance with the following schedule:

<u>PTO for the Months of:</u>	<u>Request Due</u>
December through February	By October 15
March through the Sunday before Memorial Day	By January 15
Memorial Day through the Sunday following Labor Day	By April 1
Monday following Labor Day through November	By July 15

g. Full weeks, based on the employee's control hours, along with days consecutive to full weeks will be scheduled prior to the scheduling of single days of PTO. Once the schedule of full weeks has been completed, single days may be scheduled.

h. A reasonable effort will be made to schedule the weekend preceding the start of a PTO week as the employee's scheduled days off.

i. After the schedule is posted, if an employee wishes to take off single PTO days, the employee will first seek, at least one week in advance, to switch with another qualified employee, and if unsuccessful, seek a replaced absence, both of which shall be subject to supervisor approval.

j. In case of conflict for scheduling of similar requests for PTO hours, preference will be given by seniority as defined in Article XVII, Section 1.

k. No employee will be granted more than twenty (20) consecutive PTO days (the equivalent of four (4) weeks) at any time.

l. During the period between Memorial Day and the Sunday following Labor Day, no employee will be granted more than the equivalent of one (1) week until all employees in the department have been given the opportunity to select PTO during that period.

m. PTO which has been approved and posted cannot be rescheduled or cancelled without the agreement of the supervisor. If the cancellation is granted, the PTO hours will be made available to other employees on a first come, first serve basis.

n. Requests for PTO usage that conform with the requirements of this Article will not be unreasonably denied. Any denial of requested PTO time will be reflected in a posted schedule or explained in writing to the employee denied. Single day denials of PTO will be explained in writing within fourteen (14) calendar days of the written request. Failure to abide by the fourteen (14) calendar day notice will result in the granting of the requested PTO day.

o. Full time and part time employees should utilize a minimum number of PTO hours each calendar year according to the following schedule:

<u>Control Hours</u>	<u>Minimum Usage</u>
40 Hours	10 Days (80 hours)
36 Hours	9 Days (72 hours)
32 Hours	8 Days (64 hours)
28 Hours	7 Days (56 hours)
24 Hours	6 Days (48 hours)
20 Hours	5 Days (40 Hours)

p. An employee will be allowed use of three (3) PTO days each year at the employee's discretion, provided a minimum of sixteen (16) hours notice is given to the Hospital, except in case of documented emergencies. Employees calling in absent will be required to use discretionary PTO if available. Unscheduled PTO need not be granted on weekends or holidays or to more than one (1) employee per unit per shift. Unscheduled PTO will be granted under these circumstances on a first-come, first-serve basis.

13.4 Rate of Pay.

a. All pay for PTO will be computed at the employee's current base pay rate excluding overtime, shift and other premiums.

b. Absences without the approval of the department head or supervisor will not be paid.

13.5 Accumulation.

a. Unused PTO may be accumulated according to the following schedule based on the employee's control hours:

<u>Control Hours</u>	<u>Accrual</u>
40 Hours	40 Days (320 hours)
36 Hours	36 Days (288 hours)
32 Hours	32 Days (256 hours)
28 Hours	28 Days (244 hours)
24 Hours	24 Days (192 hours)
20 Hours	20 Days (160 hours)

b. Employees may, upon completion of the appropriate form in Human Resources, request to cash out available PTO time, provided that the employee will still have two (2) times their weekly scheduled hours remaining in their balance after the cash out.

c. Employees who are regularly assigned and scheduled to work the evening and night shifts who utilize PTO may, upon request of the employee, cash out additional PTO to receive the pay which they would have earned as shift premium had they worked.

13.6 Change in Status.

a. Full time or part time employees who change to per diem status will cease to accrue PTO. Accumulated unused PTO hours will be paid in full upon transfer to a per diem position.

b. Full time or part time employees who change to supplemental status will cease to accrue PTO, except as outlined in Section 7 below. Accumulated unused PTO hours will be paid in full upon transfer to a supplemental position.

c. Upon separation of employment, all accrued PTO will be paid.

13.7 Supplemental Employees.

a. Supplemental employees will accrue PTO hours, when more than twenty (20) hours per week are worked, at the rates as outlined in Section 1. Supplemental employees will accrue hours only on the basis of those hours above twenty (20). Supplemental employees may not apply PTO hours to time not worked.

b. Supplemental employees who change to full or part time continue to accrue PTO hours based on their years of continuous service in a benefit earning status, and will be credited for their accumulated unused PTO hours as of the date of their status change.

c. Supplemental employees employed for one (1) year or more shall be eligible for annual time off without pay as follows:

0-3 years	2 weeks
4-9 years	3 weeks
10 years +	4 weeks

d. Supplemental employees who change to per diem status cease to accrue PTO.

ARTICLE XIV
LEAVES OF ABSENCE

14.1 Personal Leave.

a. Requests for personal leave shall be granted by the Hospital for good cause, providing the granting of such leave does not adversely impact significantly the quality of patient care. Good cause includes, but is not limited to: education, family crisis, child rearing (including adoption), and the like. The granting of such leave will not be unreasonably withheld by the Hospital. PTO must be used for approved Personal Leaves. This Section 14.1 shall not apply to disability leave for illness including disability due to pregnancy, which is addressed in Section 14.2.

Application shall normally be submitted in writing to the Department Head or the Department Head's designee four (4) weeks in advance if possible and approved by the Hospital prior to the taking of such leave. In the event of emergency, application may be made verbally and confirmed in writing within a reasonable time.

b. Upon expiration of any personal leave of six (6) weeks or less, the employee shall be entitled to reinstatement to the same position.

c. Upon expiration of any personal leave of six (6) weeks to sixteen (16) weeks, the employee shall be reinstated to the same position or equivalent position at the same rate of pay, if available. If no such same or equivalent position is vacant at the time of the employee's return, the employee shall be offered such position as may be available and for which the employee is qualified. The refusal of such offer shall not be considered a termination. Upon such refusal, the employee shall be placed on a preferred list and as soon as the same or an equivalent position becomes available, the employee will be offered the job.

d. Upon expiration of any personal leave of more than sixteen (16) weeks, the employee will be reinstated to an equivalent or related position, if available. If no such equivalent or related position is vacant at the time of the employee's return, the employee shall be offered such position as may be available and for which the employee is qualified. The refusal of such offer shall be considered a voluntary termination of employment. At the end of 26 weeks, including the time on personal leave and any time on the preferred list, the employee will be considered voluntarily terminated.

e. Personal leave of twenty six (26) weeks or less shall count towards length of service.

f. During a leave of absence up to twenty-six (26) weeks, the employee can continue insurance coverage as provided in Article XVIII by paying the employee's share of the premiums in advance.

g. Leave of absence shall not normally exceed one (1) year, although the Hospital may grant extensions under extenuating circumstances.

14.2 Medical Leave

a. Employees shall be granted a leave for illness including disability due to pregnancy. Such disability period shall be determined by a physician in writing in accordance with FMLA procedure. The employee shall, as soon as practicable, notify the Hospital in writing of his/her plans for leave.

b. Employees eligible for sick leave and/or PTO must apply for sick leave and/or PTO to the period of disability, if available. In such a case, the employee's health insurance contribution shall continue. During a leave of absence up to twenty-six (26) weeks, the employee can continue insurance coverage as provided in Article XVIII by paying the employee's share of the premiums in advance.

c. Employees returning from any leave of absence of six (6) weeks or less for illness including disability due to pregnancy shall be entitled to reinstatement to the same position.

d. Upon expiration of any medical leave of six (6) weeks to sixteen (16) weeks, an FMLA-eligible employee shall be reinstated to the same position or equivalent position at the same rate of pay, if available. If no such same or equivalent position is vacant at the time of the employee's return, the employee shall be offered such position as may be available and for which the employee is qualified. The refusal of such offer shall not be considered a termination. Upon such refusal, the employee shall be placed on a preferred list and as soon as the same or an equivalent position becomes available, the employee will be offered the job.

e. Upon termination of any medical leave of more than sixteen (16) weeks, an FMLA-eligible employee will be reinstated to an equivalent or related position, if available. If no such equivalent or related position is vacant at the time of the employee's return, the employee shall be offered such position as may be available and for which the employee is qualified. The refusal of such offer shall be considered a voluntary termination of employment. At the end of twenty-six (26) weeks, including the time on medical leave and any time on the preferred list, the employee will be considered voluntarily terminated.

f. Before an employee returns to work after a medical leave, the Hospital may require an employee to be examined on paid time during working hours by Employee Health or a physician selected by Employee Health whose fees shall be paid by the Hospital. If the opinion of this physician differs from the employee's physician's determination and no agreement can be reached between these physicians, Employee Health and the employee's physician shall choose a third physician whose fees shall be paid by the Hospital. Under any circumstances, the concurring opinion of the physicians shall be final.

g. The section is inapplicable to Workers' Compensation matters.

14.3 Family and Medical Leave.

The purpose of this section is to incorporate the benefits to employees provided to them under the federal Family and Medical Leave Act of 1993 and the Connecticut Family and Medical Leave Law to the extent that those laws provide rights which exceed those contained in Sections 14.1 and 14.2 hereof. Any applicable leave taken under Sections 14.1 and 14.2, for purposes covered by the federal and state laws will reduce the amount of FMLA leave time available. Under Section 14.3 any FMLA leave that is not covered under Articles 14.1 or 14.2 must use sick leave and or PTO as appropriate and to the extent allowed by law.

The Hospital has amended its policy covering family and medical leaves. The policy incorporates the requirements of the Federal Family and Medical Leave Act and the Connecticut Family and Medical Leave Law. It is agreed that the Hospital will adhere to this new family and medical leave policy for the term of this Agreement.

Any period of FMLA leave taken pursuant to this Section shall count towards an employee's length of service.

14.4 Bereavement Leave.

In the event of a death in an employee's immediate family, the employee shall be granted leave of absence as needed up to a maximum of three (3) calendar days. In the event of the death of a brother-in-law or sister-in-law of an employee, the employee shall be granted leave of absence for the day of the funeral to attend funeral services. If any of said leave of absence days falls on the employee's regularly scheduled workdays, the employee shall receive eight (8) hours pay at the base hourly rate for each such scheduled workday. If an employee is scheduled for less than eight (8) hours on a day of bereavement leave, pay shall be for the number of hours scheduled.

For purposes of this subsection, the term "immediate family" is defined as an employee's father, mother, step-parent, spouse, child, step-child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, and domestic partner as defined from time to time under the Hospital's health insurance plan.

14.5 Military Leave of Absence.

Military leave without pay shall be granted in accordance with federal law.

14.6 Jury Duty Leave.

The Hospital will pay employees who are called to Federal or State jury duty in accordance with applicable law. Employees must notify their supervisor as soon as possible after receiving a summons for jury duty. Employees who are regularly scheduled to work at least thirty (30) hours per week will be paid their regular pay (straight-time hourly rate, exclusive of differentials and premiums, times the number of scheduled work hours missed due to jury duty) for the first five (5) days that coincide with days they were previously scheduled to work and missed as a result of juror service. A part-time employee who is regularly scheduled to work at least eight (8) hours but less than thirty (30) per week will be paid the difference between their regular pay as defined above and the payments received for services as a juror for the first five (5) days of jury duty that coincide with days they were previously scheduled to work and missed

as a result of juror service. The Hospital will make up the difference between the regular pay of an employee who is regularly scheduled to work at least eight (8) hours per week and the payments received for services as a juror on any previously scheduled day of work missed as a result of such service beyond the initial five (5) days of service. To be eligible for pay under this Article, an employee must furnish documentary support from the court which sets forth the days of juror service and the payments received by the employee for such service. If an employee who is regularly scheduled to work forty (40) hours per week is summoned for jury duty, the employee's jury duty day will be in place of a scheduled work day and the employee will be paid jury duty pay. If the jury duty is cancelled, the employee will report to work.

14.7 Workers Compensation Leave.

1. An employee shall have up to a one (1) year Worker's Compensation leave from the date of the work-related injury. For the first sixteen (16) weeks of a Worker's Compensation leave, the employee shall return to his or her position in a modified duty assignment, if the hospital determines such is possible.

2. An employee returning from a leave of six (6) weeks or less shall be reinstated to his or her same position.

3. An employee returning from a Worker's Compensation leave of six (6) weeks to sixteen (16) weeks shall be reinstated to his or her same position or equivalent position at the same rate of pay, if available. If no such same or equivalent position is available at the time of the employee's return, the employee shall be offered any position as may be available in the bargaining unit and for which the employee is qualified. If the employee refuses the offer to any available job, the employee will be considered to have voluntarily resigned.

a. The employee and Hospital and Union representatives will meet at eight (8) weeks to review the employee's options for the remainder of the year.

4. An employee returning from a Worker's Compensation leave of sixteen (16) weeks to one (1) year shall be reinstated to the same or equivalent or any available job in the bargaining unit for which the employee is qualified. If no same/equivalent/available job in the bargaining unit is available, the employee may be offered, at the hospital's discretion, any vacant position as may be available in either of the other two bargaining units represented by the union (Local 5049 Registered Nurses or Local 5051 Licensed Practical Nurses/Technical Employees) and for which the employee is qualified. An employee who refuses to accept an available job in the bargaining unit or any position as may be available in either of the other two bargaining units will be considered to have voluntarily resigned.

5. Employees will draw on their sick leave, PTO or FMLA to the extent such benefits exist and are applicable during the Worker's Compensation leave.

6. During a Worker's Compensation leave of up to one (1) year the employee can continue health insurance coverage by paying his or her share of the premium in advance.

7. All Worker's Compensation leave and reinstatement rights shall be subject to state and federal laws.

ARTICLE XV
HOLIDAYS

15.1 Holiday Scheduling and Premium Pay

a. It is recognized that the Hospital is open and functioning twenty-four (24) hours a day, every day of the year. Accordingly, the Hospital retains the right to schedule employees either to work or to be off, on a fair and rotating basis, as the Hospital determines its operating needs.

b. An employee may not be required to work more than two (2) shifts on the following days: Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day; however, if staffing permits, an employee may be assigned less than two (2) of the above shifts, to be done in an ongoing fair and rotating basis. Employees may volunteer to work more than two (2) of the above shifts.

c. Within a two (2) year period an employee shall not be scheduled to work, except in an emergency, more than once each on each of the following holidays: Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day. An employee may volunteer to work any such holiday more than once within a two (2) year period.

15.2 a. The following premium rate schedule shall apply to holiday work:

TIME & ONE-HALF*

Presidents' Day
Memorial Day
Good Friday
Independence Day
Columbus Day
Labor Day

DOUBLE TIME*

New Year's Day
Christmas Day
Thanksgiving Day

* Calculated with employee's base hourly rate.

Effective January 1, 2015: The Hospital and Union agree to replace Presidents' Day and Columbus Day with Martin Luther King Day and Veterans' Day provided that Local 5049, AFT (RN Union) and Local 5051, AFT (LPN/Tech Union) agree to the replacement of these holidays in their respective collective bargaining agreements. If agreement is obtained, the new holiday schedule will begin in January 2015. Accordingly, Article 15.2a will then be revised as follows:

TIME & ONE HALF*

Martin Luther King Day
Memorial Day
Good Friday
Independence Day
Labor Day
Veterans' Day

DOUBLE TIME*

New Year's Day
Thanksgiving Day
Christmas Day

*Calculated with employee's base hourly rate.

b. The holiday hours for New Years will be from 2:45 p.m. on New Year's Eve until 11:15 p.m. New Year's Day. The holiday hours for Christmas will be from 2:45 p.m. on December 24 until 11:15 p.m. on December 25. In the event an employee should work two (2) shifts in a designated holiday period, the employee shall be entitled to the shift holiday premium for all hours worked.

c. For the purpose of holiday assignment and premium eligibility, a holiday shall be considered to begin at 10:45 p.m. on the eve of the holiday and end at 11:15 p.m. on the day of the holiday, unless otherwise specified.

d. An employee who is scheduled to be off on a holiday and who fails to work on the employee's last scheduled shift prior to the holiday or the employee's first scheduled shift after the holiday will forfeit one (1) day of PTO unless the absence is excused. An employee who is scheduled to work on a holiday and who fails to report for work will forfeit one (1) day of PTO unless the absence is excused.

15.3 Use of PTO for Holidays. When a holiday occurs on a day that an employee is regularly scheduled to work, and the employee has the day off because of the holiday, PTO use for the holiday is governed by Article XIII (Paid Time Off).

15.4 An employee who successfully bids for a new position may be required to change his/her holiday schedule to facilitate appropriate holiday staffing levels in a given department. This may require an employee to have any given holiday off two (2) years in a row or work any given holiday two (2) years in a row notwithstanding subsection 15.1(c).

15.5 The Hospital will keep a record, available to employees, of specific holidays worked during the prior and current year.

ARTICLE XVI **SICK LEAVE**

16.1 A full time employee shall accumulate sick time on the basis of one (1) day per month starting with the completion of (twenty-six) 26 weeks of employment retroactive to date of hire. A full time employee shall accumulate sick time on the basis of one and one-half (1½) days per month beginning with the 16th year of employment. Regular part time employees shall receive benefits under this Article on a pro rata basis.

16.2 An employee shall receive ten percent (10)% of sick time accumulated over eight hundred (800) hours up to a maximum of \$10,000 (ten thousand dollars) upon termination of employment based on the employee's current hourly rate. Employees who retire (and satisfy the definition of "retiree" in the Hospital pension plan) shall receive twenty-five percent (25)% of sick time accumulated over eight hundred (800) hours up to a maximum of \$10,000 (ten thousand dollars).

16.3 An employee who becomes ill at work and notifies the appropriate manager or designee shall be paid for the time the employee actually worked, and the balance of the time not worked shall be charged to sick leave, if available.

16.4 The parties hereby incorporate into this section the benefits to employees provided by the State of Connecticut Paid Sick Leave Law to the extent that such law provides rights which exceed those contained in the Agreement. Any time taken under the Agreement for individual or family sick leave shall reduce the amount of time available under the law as applicable. If the Paid Sick Leave Law is modified or repealed, the parties will meet and bargain over any impact on terms and conditions of employment.

ARTICLE XVII
EMPLOYMENT STATUS

17.1 Seniority. Seniority means the length of time that an employee has been continuously employed by the Hospital in any capacity. In the event that two (2) or more employees have identical length of continuous employment, their relative seniority shall be determined by the relative order of the dates of their employment applications, and if the relative dates of the employment applications are not determinative, by lot.

17.2 Accrual of Seniority.

- a. Hospital seniority shall accrue during an authorized leave of absence.
- b. Hospital seniority shall accrue during a layoff for a period not to exceed eighteen (18) months.

17.3 Application of Seniority. Hospital seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor.

17.4 Seniority List. Within thirty (30) days following the execution of this Agreement by both of the Hospital and the Union, the Hospital will post on the Hospital's main bulletin board and departmental bulletin boards, and e-mail to each member of the bargaining unit, a list of the seniority dates of all employees in the bargaining unit described in Section 1.1. Each employee is responsible for reviewing the list and notifying the Vice President, Human Resources, in writing and within seven (7) days of such posting, of any disagreement with her/his seniority date. Any seniority date not so disputed will be final and binding on the employee and the Union. Any seniority date so disputed will be reviewed by the Hospital, and the employee will be notified of the result of the review. If the employee does not dispute such result within seven (7) days of such notification, the seniority date will be final and binding on the employee and the Union. If the employee does dispute such result within seven days of such notification, such dispute shall be subject to grievance and arbitration only if such dispute would affect such employee's seniority order relative to another employee.

17.5 Probationary Employees.

17.5.1 Probationary Period. The probationary period for full time employees shall be the employee's first ninety (90) calendar days of continuous employment. The probationary period for continuous part time employees shall be the employee's first one hundred twenty (120) calendar days of employment. The probationary period for supplemental and per diem

employees shall be one hundred eighty (180) calendar days of continuous employment. An employee shall receive an evaluation during the probationary period. All employees must become part of the union and pay the required membership dues (or agency fee) after the first ninety (90) calendar days regardless of employment status or length of probationary period. During the probationary period the Hospital shall have complete discretion to determine whether or not to retain an employee. A probationary employee who is terminated by the Hospital shall have the option of a termination interview with the head of the appropriate department or the Manager of Employee Relations and may, on request of the employee, have a representative of the Union present.

17.5.2 Attainment of Seniority By Newly-Hired Employees. An employee's Hospital seniority shall commence after completion of the probationary period and shall be retroactive to the date of last hire.

17.5.3 No Recourse on Termination. During the probationary period described in Section 17.5.1 (including any extensions thereof), an employee may be disciplined or discharged in the sole discretion of the Hospital without any recourse under this Agreement.

17.5.4 Probationary Status Upon Transfer. An employee who transfers to a vacancy pursuant to Section 17.6 below shall commence a new probationary period of ninety (90) calendar days. A decision that such an employee has not successfully completed such a probationary period shall be subject to the grievance and arbitration procedure under the just cause provision of Section 17.10.1.

If the Hospital determines that an employee has not successfully performed during the new probationary period, the employee is encouraged to apply for other vacancies in the Hospital and will be considered for positions without prejudice. Employees who apply for other vacancies pursuant to this Section 17.5.4 shall not be subject to the six-month limitation contained in Section 17.6(b) of this Article. An employee will only be permitted one exemption from the six-month rule noted above during any rolling twenty-four (24) month period.

17.6 Vacancies.

a Before filling a vacancy in a bargaining unit position that the Hospital decides to fill on a permanent basis, the Hospital will post a notice of the vacancy on the Meditech system and the main Hospital bulletin board for a period of seven (7) days, during which time the Hospital may also seek external applicants. Employees desiring the opportunity to transfer to such position shall apply in accordance with the Hospital's procedures, as they may be amended from time to time. The records of all employees in this bargaining unit who are transferred shall be available for inspection by the Union President or his/her designee at a mutually agreeable time in the Human Resources Office. Selection of the successful applicant will be made on the basis of the Hospital's assessment of the qualifications of the applicants, both internal and external, including but not limited to ability, experience, performance and other relevant factors. The Hospital will select an internal applicant in preference to an external applicant when the qualifications of both applicants, as determined by the Hospital, are equal. The Hospital will select a full-time or part-time employee applicant in preference to a supplementary or per diem employee applicant when the qualifications of the respective

applicants, as determined by the Hospital, are equal. As among full-time and/or part-time employee applicants whose qualifications, as determined by the Hospital, are equal, the Hospital will select the full-time or part-time employee applicant with the greatest seniority. The Hospital will select a supplementary employee applicant in preference to a per diem employee applicant when the qualifications of both applicants, as determined by the Hospital, are equal. As among supplementary employee applicants whose qualifications, as determined by the Hospital, are equal, the Hospital will select the supplementary employee applicant with the greatest seniority. As among per diem employee applicants whose qualifications, as determined by the Hospital, are equal, the Hospital will select the per diem employee applicant with the greatest seniority.

b. A full-time or part-time employee who has been employed in their current position for less than six (6) months preceding the posting date may not apply for a vacancy. A supplemental employee who has been employed in their current position for less than six (6) months preceding the posting date may not apply for a position in a different department, but may apply for a position in the same department. Per diem employees may apply for a posted position without regard to the length of time they have held their current position. Full-time employees may not apply for secondary jobs.

17.7 Reduction in Force.

1. Before any reduction in force is implemented, the Hospital will notify the Union and offer to meet and confer about the procedure to be followed in implementing the reduction. The parties agree that any meetings shall be held and concluded within the time schedule designated in writing by the Hospital, which is not to be less than five (5) business days.

a. In the event that the Hospital determines to reduce the number of employees or full time equivalents in a job classification in a unit/department, the employees in the affected job classification in the affected unit/department shall be selected for reduction in reverse order of seniority (least senior first), until the determined number of employees or full time equivalents have been reduced, provided that the remaining employees in the affected job classification in the affected unit/department are willing to work the remaining hours and shifts and are qualified to perform the duties of the remaining positions.

b. An employee who is so selected for reduction may, as an alternative to layoff, exercise the following options:

i. Fill a vacancy in the affected employee's job classification outside the affected employee's unit/department.

ii. Displace a temporary or probationary employee in the affected employee's job classification outside the affected employee's unit/department; or

iii. Displace the least senior employee in the affected job classification outside the affected employee's unit/department;

In each case, provided that the displacing employee is willing to work the relevant hours and shift and is qualified to perform the duties of the position.

2. The foregoing process shall be carried out in a group meeting(s) of the affected employees called by the Hospital for the purpose of affording them the opportunity to exercise the options available to them. Employees shall be notified, not less than three (3) days prior to such meeting. At the group meetings, each employee will meet individually, in seniority order, with a Human Resources Department representative, and a Union representative if the employee so elects and if a Union representative is available, to discuss his/her order of preference with respect to the options the employee would exercise. An employee who is unable to attend the appropriate group meeting must notify the Hospital, in writing, in advance of such meeting, of his/her order of preference with respect to the options which such employee would exercise, the vacancies which the employee is willing to fill, and the displacements which the employee would exercise. If an employee fails either to attend the meeting or to give the Hospital such advance written notification, the Hospital will proceed on the basis that such employee is deemed to be opting to be laid off.

3. An employee is qualified to perform the duties of a position if the employee has the knowledge and skills to perform a job safely and in a manner satisfactory to the Hospital, with an orientation period not to exceed ten (10) educational days. Specialized training and/or an extension of the time period for orientation may be granted at the Hospital's discretion.

4. If an employee is denied displacement or the opportunity to fill a vacancy because, in the Hospital's judgment, the employee is not qualified, and if it is later determined through the grievance procedure that such employee was, in fact, qualified, apart from any remedy which may be conferred upon such employee, any employee displaced by the aggrieved employee will be granted the options set forth in Section B.

5. Except in cases of emergency, employees shall receive four (4) weeks written notice when possible, but no less than two (2) weeks written notice, prior to being laid off, or pay in lieu of all or part of such notice, as determined by the Hospital. Any employee who is being laid off will also be entitled to be paid for all accrued PTO.

17.8 Recall To Work.

1. Employees who are on layoff with recall rights shall be recalled to vacancies in the job classification they held at the time of layoff, which the Hospital decides to fill, in seniority order.

2. An employee who declines recall to the position the employee held at the time of layoff (same department/unit, shift, and hours, and at the then-applicable rate of pay) will lose all recall rights. If an employee declines recall to any other position he/she will retain all recall rights at the same seniority level. Employees will be notified of recall by certified mail, return receipt requested. An employee, who does not advise the Hospital of acceptance or

decline of recall within ten (10) calendar days after the date on which a notice of recall is mailed, will lose all recall rights unless the employee has a reasonable and valid excuse for failure to respond in which case recall rights will be maintained. An employee who fails to respond to recall because of a reasonable and valid excuse does not have preference over an employee recalled or hired in the meantime. Failure to keep the Hospital advised of current address shall not be considered a valid and reasonable excuse. Employees must keep the Hospital informed of all address and telephone number changes. An employee must report to work within twenty-one (21) calendar days after the date on which notice of recall is mailed. Failure to report to work within the twenty-one (21) day period will result in loss of recall rights. Recall will be available for a period of eighteen (18) months from the date of layoff.

3. An employee must inform the Hospital if he/she is unavailable for work for a period of time two (2) weeks or greater. By informing the Hospital of his/her unavailability to work during this time period, the employee will not be eligible for recall during this time period, but will retain all recall rights when he/she becomes available to work. Periods of unavailability to work will not extend the eighteen (18) month period of recall availability following layoff.

4. Employees accepting recall must be willing to work the required schedule, shift, and hours of the position to which they are being recalled.

5. Probationary employees who have been laid off have no recall rights.

6. Vacancies will be offered first through recall rather than through posting, except that, if there is no employee with recall rights who was laid off from the job classification and department/unit in which the vacancy exists, the vacancy will be offered first through posting within the department/unit before employees with recall rights who were laid off from the job classification but from another department/unit are afforded the opportunity to be considered for recall.

7. In order to be recalled, an employee must be qualified to perform the duties of the position.

17.9 Low Need Days.

a. When the Hospital determines that there is a temporary (not to exceed thirty (30) days) decreased need for staff in a particular job classification(s) in a particular unit(s) or department(s) on a particular shift(s) as a result of decreased volume of work, early completion work, or an unexpected occurrence such as an equipment breakdown or power failure (“low need day”), the provisions of this section rather than section 7 shall be applicable.

b. On a low need day, the affected department(s) shall first reduce the scheduled hours in the affected job classification(s) for the affected shift(s) by:

i. seeking volunteers to reduce their hours of work by not reporting to work or by leaving work early without pay or with PTO time;

- ii. canceling extra shifts;
- iii. canceling agency staff; and
- iv. canceling per diems.

c. On a low need day, if the reductions in hours set forth in subsection (b) are not sufficient to meet the Hospital's reduction objective, the affected department(s) will assign hours off without pay in reverse order of seniority, beginning with the least senior employee, in each affected job classification, as follows:

- i. Temporary employees, beginning with the least senior;
- ii. Probationary employees, beginning with the least senior;
- iii. Other employees, beginning with the least senior.

Such affected employees may utilize any available PTO for the assigned hours off.

d. On low need days there is no displacement of employees, but an affected employee may be given the opportunity to work another available assignment that the employee is qualified to perform, as defined in section 17.7.3.

17.10 Discipline and Discharge.

17.10.1 No employee with seniority shall be disciplined or discharged without just cause.

17.10.2 The Hospital will notify the Union of any written warning, suspension, or discharge of any employee who has completed the probationary period.

17.10.3 The Hospital policy of constructive and progressive discipline will be continued. Normally disciplinary steps shall proceed from oral warning to written warning to final written warning/suspension or discharge. In appropriate circumstances, suspension or discharge may be imposed in the first instance.

17.10.4 No-call/no-show. An employee who is a no-call/no-show for a total of two (2) consecutive scheduled work days during a one (1) year rolling period, shall, notwithstanding subsection 17.10.1, be terminated from employment and accordingly shall lose his/her seniority, except in the case of a catastrophic event or a documented emergency where the employee was medically unable to call

17.11 Termination of Seniority. An employee's seniority shall be terminated and rights under this Agreement forfeited for the following reasons:

- a. discharge for cause, quit, resignation or retirement,

- b. exceeds an official leave of absence (extenuating circumstances may justify some flexibility in this situation),
- c. fails to return on recall from layoff to the employee's regular position, and
- d. is on layoff for a period exceeding eighteen (18) months.

17.12 The judgment of the Hospital on qualifications or ability to fill a position shall be controlling unless arbitrary or unreasonable.

17.13 Orientation for New Hires. The Hospital will provide its Hospital-wide orientation to all newly-hired employees. The respective departments will provide any applicable departmental orientation. The Hospital will schedule and pay for twenty minutes of its new employee orientation as time for the employees voluntarily to meet off-site with Union representatives.

17.14 The Union officers (as defined and limited by the Local's Constitution and Bylaws), shall have super-seniority with respect to layoff and recall within their respective classifications. The Hospital shall receive any changes regarding who is designated as Union Officers.

ARTICLE XVIII **INSURANCE**

18.1 a. Participation. The employees will be covered under the Hospital-wide health, dental, life and other insurance benefit plans in effect for all Hospital employees. As of this date, that includes the Lumenos High Deductible Health Plan (HDHP) and Health Savings Account (HSA) and Anthem Century Preferred (PPO). The PPO is only available to those employees who are not eligible for the HSA. The Hospital will pay in full or contribute towards the individual or family premium on the same basis as it does for all Hospital employees. The Hospital retains the right to change the insurance program or its sharing of the premiums provided that any changes are uniform Hospital-wide and that the Union is notified and given a reasonable opportunity to meet and discuss any proposed changes prior to their implementation.

b. Notwithstanding Section 18.1a:

i. The Hospital and employees will share the cost of medical insurance premiums in accordance with the following:

Lumenos HDHP*			
EE Only	2013	2014	2015
36-40	10%	12%	14%
32-35	12%	14%	16%
24-31	18%	18%	20%
20-23	20%	20%	22%
EE + 1	2013	2014	2015
36-40	10%	12%	14%
32-35	12%	14%	16%
24-31	18%	20%	22%
20-23	20%	22%	24%
Family	2013	2014	2015
36-40	10%	12%	14%
32-35	12%	14%	16%
24-31	18%	18%	20%
20-23	20%	20%	22%

*Employees who do not participate in an annual health risk assessment will be assessed an additional differential of 3% in 2013 and an additional differential of 5% in 2014 and 2015.

Century Preferred - PPO - HCW			
EE Only	2013	2014	2015
36-40	13%	15%	15%
32-35	20%	22%	22%
24-31	24%	26%	26%
20-23	32%	35%	35%
EE + 1	2013	2014	2015
36-40	22%	24%	24%
32-35	29%	31%	31%
24-31	33%	35%	35%
20-23	35%	40%	40%
Family	2013	2014	2015
36-40	24%	26%	26%
32-35	35%	37%	37%
24-31	37%	39%	39%
20-23	42%	45%	45%

The premium share of part-time employees will be based on their average weekly hours worked or paid (excluding any cash out of PTO) in the prior fiscal year.

ii. The Hospital will maintain coverage under its HDHP and PPO medical insurance plan or plans providing substantially equivalent coverage. It is understood that changes in the plans made by the insurance carrier shall not constitute a violation of this provision.

c. \$2,000.00 single / \$4,000.00 family deductible, applicable network deductible after that.

d. The Hospital will frontload its share (50%) of the HDHP deductible on behalf of employees who are eligible for the HSA on January 1, 2013; the Hospital will contribute its share of the HDHP deductible on behalf of such employees in succeeding years on a quarterly basis. The Hospital will contribute its share of the HDHP deductible on behalf of employees who become eligible for the HSA after January 1, 2013 on a quarterly basis effective the first quarter after the employee becomes eligible.

18.2 Benefit eligible employees may purchase medications through the Hospital pharmacy for themselves, their spouse and dependent children. Price to employees will be based upon the cost of the medication.

18.3 The Life Insurance Plan for employees will be continued for the duration of this Agreement.

18.4 The Defined Benefit Plan will remain in effect, and be maintained during the term of this Agreement, for current participants who were employed before 7/1/00. The First amendment to the Lawrence & Memorial Hospital Pension Plan (1997 Restatement), dated 12/31/01, shall be applicable to the employees in the bargaining unit. No other employees will participate in the Defined Benefit Plan. The Hospital will maintain during the term of this Agreement a Defined Contribution Section 401(k) Plan, including a Hospital match of 4%, except that employees who remain participants in the Defined Benefit Plan as provided above will not be eligible for the Hospital match in the 401(k) Plan. There shall be a Union officer appointed by the local to represent the local on the existing Pension Advisory Committee. Said committee shall meet at least semi-annually.

18.4 a. Defined Contribution Plan 401k. The Plan will be revised in order for the Hospital to provide its match on a monthly basis effective July 1, 2007.

18.5 Employees who leave the Hospital's employ and who meet the eligibility requirements for retirement as defined under the Hospital's Defined Benefit Plan, and who are at least age sixty years and six months (60½), have been employed by the Hospital for at least twenty (20) years, and who have been covered under the Hospital's medical plan or dental plan at least the immediate prior five (5) years, will be entitled to their rights under the COBRA law, without any administrative fee, to the age of sixty-two (62) and then to purchase continued coverage in the medical and dental plan which they were enrolled at group rates until age sixty-five (65).

18.6 The Hospital will make payroll deductions for a disability insurance program, which will be made available to employees at no premium cost to the Hospital. The Union may also recommend program specifications and an insurance carrier. Such specifications and insurance carrier shall be subject to the approval of the Hospital.

18.7 Insurance Policies and Contracts Govern. The benefits and eligibility requirements under the Hospital's insurance programs shall be as provided in the applicable insurance policies and contracts; the benefits under such programs shall be subject to such conditions and limitations as are set forth in the policies or contracts of insurance; and any disputes concerning eligibility for or payment of benefits under any such policies or contracts shall be settled in accordance with the terms thereof and shall not be subject to grievance or arbitration hereunder. However, the Human Resources staff will be available to meet with employees to explain or clarify any health insurance benefits or discuss specific denials by the carrier. Consistent with existing federal and state laws and regulations, the union will receive notice of denials. The Union will only receive notice of the bargaining unit employee's name and no other information will be provided. Employees may invite a union representative to participate in the appeal process with the carrier.

18.8 Federal or State Legislation. Should any Federal or State legislation be effective during the term of this Agreement providing benefits paralleling any of those provided under this Article and imposing the cost thereof on the Hospital, then and to that extent the parallel benefits provided under this Article shall cease and become inoperative and the Hospital shall be relieved of the cost thereof.

18.9 The Hospital will require that providers of health insurance give employees a copy of an Explanation of Benefits (EOB) for all medical benefited services rendered under this article. This EOB should be the customary EOB sent by the insurance company.

ARTICLE XIX **SUBCONTRACTING**

19.1 If and when the Hospital is contemplating the permanent subcontracting of exclusive bargaining unit work, it shall so notify the Union sixty (60) days prior to the proposed effective date. Upon notification, the Hospital shall provide to the Union any and all financial data pertinent to the proposed subcontracting including proposed economic savings, and the Hospital and the Union shall negotiate concerning such proposed subcontracting, to the extent required by the National Labor Relations Act.

19.2 Whether or not subsection 1 applies, an employee whose position has been eliminated due to subcontracting shall have, in addition to the rights as contained in Article XVII (Employment Status), the right to displace the most junior employee in a bargaining unit job classification which the affected employee is, as determined by the Hospital, qualified to perform, provided that the affected employee is senior to such most junior employee.

ARTICLE XX
HEALTH AND SAFETY

20.1 The parties recognize the importance of providing patients with adequate and safe care and will cooperate in providing such care.

20.2 The Hospital, the Union and employees recognize that they have obligations under the Occupational Safety and Health Act, which is enforced according to its terms.

20.3 Reporting Injuries. Each employee has the responsibility of reporting all on-the-job health or safety incidents, accidents, illnesses or injuries to her/his supervisor immediately and of cooperating with the Hospital in investigating safety issues and completing report.

20.4 Physical Examinations. The Hospital may require an employee to undergo physical examination(s) as specified by the Hospital in order to determine:

- a. an employee's fitness for duty;
- b. an employee's eligibility or continued eligibility for a leave of absence; or
- c. an employee's eligibility or continued eligibility for sick leave. The Hospital will pay for the cost of such examination(s).

20.5 The Union shall be notified of all employees' injuries (job related) which require him/her to be absent from work for a period that exceeds three or more days. This notification shall be received by the Union as soon as is possible but under no circumstances later than fourteen days from the date of the injury.

ARTICLE XXI
EDUCATIONAL ASSISTANCE

21.1 The Hospital will grant tuition reimbursement under the provisions of this Article to a full time or regular part time employee with at least twenty-six (26) weeks of employment whose employment continues during the period of study:

a. If an employee who meets the eligibility requirements as set forth above desires to enroll at an accredited educational institution in one or more courses required for an Associates degree or a Bachelor's or Master's degree in the employee's field of endeavor or in a related field approved by the Hospital, the employee shall submit an application to the Hospital in advance of commencing such courses or courses. The application shall list the course or courses to be taken by title and course number along with a short description of the course content.

b. Upon proof of satisfactory completion with a grade of C or better (or its equivalent) of a course or courses and of proof of amount expended for tuition, the Hospital will reimburse a full time employee for the cost of tuition at the rate of eighty percent (80%) of the

amount expended, not to exceed the total of \$2,200 per calendar year. The two thousand two hundred dollars (\$2,200) annual maximum will be pro-rated for regular part time employees, calculated in accordance with the following formula:

For employees who, as of the date of application, have been continuously employed by the Hospital for a full six (6) months during either the period from the preceding January 1 through June 30 or the period from the preceding July 1 through December 31 – divide the number of hours paid during said six (6) months period (hours “not needed” will be counted as hours paid for this purpose) by one thousand forty (1040) and multiply the result by two thousand two hundred dollars (\$2,200).

For employees who were not continuously employed by the Hospital during either of said periods – divide the number of control hours per week for the employee by forty (40) and multiply the result by two thousand two hundred dollars (\$2,200).

There shall be no reimbursement for any course unless it is approved in writing in advance by the Hospital. Such reimbursement is conditional upon the employee agreeing in writing to remain as a full time employee or regular part time employee as the case may be, for a period of one (1) year following completion of the course in question and agreeing that if the employee leaves the Hospital’s employ before completing the one (1) year period, the employee will repay the course payments to the extent of one twelfth (1/12) of the sum paid by the Hospital for each month the employee is short of meeting the one (1) year requirement, such repayment to be made within the same number of months.

c. Registration fees for successful completion of certification/recertification exams (excluding any required travel costs), shall be included under the provisions of tuition reimbursement. Notwithstanding Section 21.1(b), such fees shall be reimbursed at 100% for eligible full time and regular part time employees.

d. The Hospital agrees to cooperate to the extent possible in scheduling the employee’s work around the approved courses, subject to Hospital needs.

21.2 The Hospital will pay the full cost of any course it requires, requests, or recommends an employee to take whether given during or outside the working hours.

21.3 a. Subject to Hospital needs, employees may be granted time off for participation without loss of pay in any course the Hospital requires, requests or recommends an employee to take whether given during or outside working hours. The Hospital agrees to pay reasonable expenses in whole or in part for attendance at such courses. The employee will be informed in writing of the granting of such time and of the amount of such expenses that the Hospital will pay.

b. In an effort to promote career advancement, the Hospital shall provide reimbursement of courses and/or certification that the Hospital deems appropriate.

c. In any department where there is a stated minimal continuing education expectation for bargaining unit employees, employees will be granted time off for such participation in approved programs without loss of pay and the employer will pay reasonable expenses.

21.4 In-Service Education programs shall be made reasonably convenient so that all employees may have the opportunity to participate. For required courses a reasonable effort will be made to schedule classes taking into consideration the shift assignment of those employees involved. Notification by the employees or to the employee for attendance at In Service programs shall be made at least twenty-four (24) hours in advance.

21.5 The Hospital agrees to provide in-service programs pertinent to the individual department needs. Every employee is expected to participate in the programs as part of the employee's professional growth and development, except under extenuating circumstances. The Hospital is not required to use outside personnel for such programs.

21.6 Library Facilities. The Hospital library facilities will be available to all employees covered by this Agreement on the same basis as those facilities are made available from time to time to other non-professional, non-supervisory employees.

21.7 Career Advancement. The Hospital recognizes the value of career advancement to both the Hospital and employees, and will endeavor to promote career advancement in assessing the eligibility of courses under Section 21.2(c).

ARTICLE XXII
TERMINATION OF EMPLOYMENT

22.1 Not less than four (4) weeks written notice of resignation shall be given by an employee, except in extenuating circumstances.

22.2 All employees shall have the option of a termination interview with a designated Hospital representative.

ARTICLE XXIII
LABOR MANAGEMENT COMMITTEE

A Labor Management Committee will meet monthly to discuss issues concerning Service bargaining unit employees, provided there is a written agenda of items to discuss. Such Committee shall include six Hospital representatives and six Union representatives, one of whom may be an AFT – CT Field Representative. Each party will submit its proposed agenda items to the other at least one (1) week in advance of the meeting. This committee's purpose is to review broad based issues and it is a forum for the discussion of current organization-wide issues and not meant to encompass individual issues. The parties shall regard this process as a problem solving session during which all opinions may be shared without concern of a breach of confidentiality.

ARTICLE XXIV
OTHER COMMITTEES

Bargaining unit employees shall participate on the Environment of Care/Safety Committee in accordance with law. Bargaining unit employees designated by the Hospital may participate from time to time on other committees when their participation is deemed desirable.

ARTICLE XXV
NON-DISCRIMINATION

Neither the Hospital nor the Union will discriminate against any employee with respect to the application of the Agreement on the basis of race, color, religion, sex, age, national origin, handicap, sexual orientation or protected Union activity in violation of applicable federal and state laws and regulations.

ARTICLE XXVI
PRECEDENCE OF LAWS AND REGULATIONS AND SEVERABILITY

It is understood and agreed that this Agreement is subject to all applicable laws now or hereafter in effect and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. Accordingly, if any provision of this Agreement found by a commission, agency or court of competent jurisdiction to be invalid or in contravention of such laws, regulations, ruling or orders, such provision of this Agreement shall be null and void, but all of the other provisions of this Agreement shall remain in full force and effect.

ARTICLE XXVII
COMPLETENESS OF AGREEMENT

This Agreement contains the complete agreement of the parties, and no additions, waivers, deletions, changes or amendments shall be effective during the life of this Agreement unless evidenced in writing, dated and signed by the parties hereto. A waiver or failure to enforce any provision in a specific case shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement, nor preclude either party from relying upon or enforcing such provision in any other case.

ARTICLE XXVIII
DURATION

This Agreement shall be effective as of the date of its execution on behalf of the Hospital and shall remain in full force and effect until May 31, 2015, and from year to year thereafter, unless written notice of a desire to terminate, modify, renegotiate, change or amend this Agreement is given by either party to the other by registered or certified mail at least ninety (90) days prior to any such renewal date. If such notice is given, the parties will bargain in good faith in accordance with their obligations under the National Labor Relations Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

LAWRENCE & MEMORIAL HOSPITAL
HEALTHCARE WORKERS UNION,
LOCAL 5123, AFT-CT, AFT, AFL-CIO

LAWRENCE & MEMORIAL HOSPITAL

By: _____

By: _____

APPENDIX A

All full-time and regular part-time Healthcare Workers Union employees employed by the Lawrence & Memorial Hospital, **including** Administrative Assistant, Anesthesia Support Assistant, Anesthesia/Surgical Support Assistant, Applications & Training Specialist, Assistant Manager-Lobby Shop, Cancer Center Scheduling Coordinator, Central Service Coordinator, Central Service Technician I, Central Service Technician II, Central Service Technician III, Central Service Technician/Instrument Coordinator, Clerical Coordinator/PACS Assistant, Clerical Coordinator/Scheduling Radiology, Client Services Rep., Coffee Shop Worker, Cold Food Preparer, Computer Operator, Correspondence Clerk, C.S. Scheduling Coordinator, Development Associate, Development Office System Coordinator, Diabetes Center Scheduling Controller, Diabetes Center Scheduling Coordinator, Driver/Messenger, Education Program Coordinator, EKG Technician, Endoscopy Assistant, Environmental Services Group Leader, File Clerk, File Clerk – Central Scheduling, Food Service Worker, FSW Group Leader, Health Record Analyst, Health Unit Coordinator (HUC), Health Unit Coordinator/Registrar, HIM Group Leader, HIM Operations Coordinator, Housekeeper/Porter, Instrument Coordinator, Inventory Control Coordinator – Lobby Shop, Lab Assistant, Lead Anesthesia Support Assistant, Lead Groundskeeper, Library Assistant, Library Tech Assistant, Lobby Shop Clerk, Mailroom Clerk/Coordinator, Maintenance Coordinator, Medical Assistant., Medical Records Clerk, Medical Secretary, Medical Staff Assistant, Medical Transcriber, Mental Health Worker, MRI Technical Aide, Multi-Service Worker, NICU Support Assistant, Oncology Registrar, PACS Assistant, Painter, Parking Lot Attendant, Patient Care Assistant (PCA), Patient Liaison, Patient Nutrition Representative (grandfathered), Patient Observer, Patient Services Specialist I (PSS I), Patient Services Specialist II (PSS II), Patient Support Service Assistant, Pharmacy Technician, Pharmacy Technician/Packaging, Pharmacy Technician/McKesson Carousel & Narcotic Automation, Pharmacy Technician/McKesson Robot/Acudose, Phlebotomist, Pre-Admissions Testing Coordinator, Project Person, Receptionist, Registrar, Rehab Tech, Rehab Tech – Speech/Audiology, Respiratory Aide, Room Service Ambassador, Scheduling Assistant, Scheduling Coordinator (OR), Second Cook, Secretary, Secretary/PACS Assistant, Secretary/Registrar, Senior Courier, Short Order Cook, Social Work Assistant, Special Functions Coordinator, Specimen Processor, Sr. Cafeteria Supervisor, Sr. Staffing Coordinator, Staffing Coordinator, Stock Clerk, Stock Clerk – Pequot, Stockroom Clerk-Food Service, Surgical Support Assistant, Telephone Operator and Transcription Coordinator **but excluding** per diem employees who do not work an average of at least four hours per week, confidential employees, temporary employees, casual employees, managerial employees, registered nurses and all other professional employees, LPNs, technical employees, business office clerical employees, skilled maintenance employees, physicians, guards, and supervisors as defined in the Act.

APPENDIX B

Rate Ranges and Effective Dates

- a. Effective June 1, 2012, all step and at max increases delayed six (6) months, then paid annually on that date going forward (including 12/1/12 – 12/1/15)
- b. Three new steps have been added to the beginning of each wage scale, to begin at 11.4% under current Step 1.
- c. 3.5% lump sum bonus on control hours payable no later than June 15, 2012. Per Diems who have worked a minimum of 208 hours in the last year will receive a flat \$200.00.
- d. Two (2) percent effective June 30, 2013
- e. Two (2) percent effective June 29, 2014

Job Code	Job Code Description	Grade H-01			
		Step	6/1/2012	6/30/2013	6/29/2014
660010	Patient Observer	1	9.62	9.81	10.01
		2	9.99	10.19	10.39
		3	10.37	10.58	10.79
		4	10.72	10.93	11.15
		5	11.14	11.36	11.59
		6	11.57	11.80	12.04
		7	12.14	12.38	12.63
		8	12.63	12.88	13.14
		9	13.02	13.28	13.55
		10	13.39	13.66	13.93
		11	13.80	14.08	14.36
		12	14.32	14.61	14.90
		13	14.90	15.20	15.50
		14	15.46	15.77	16.08
		15	15.71	16.02	16.34

Job Code	Job Code Description	Grade H-02			
		Step	6/1/2012	6/30/2013	6/29/2014
660015	Parking Lot Attendant				
660020	Lobby Shop Clerk	1	9.91	10.11	10.31
		2	10.29	10.49	10.70
		3	10.68	10.89	11.11
		4	11.04	11.26	11.49
		5	11.47	11.70	11.93
		6	11.90	12.14	12.38
		7	12.54	12.79	13.05
		8	13.02	13.28	13.55
		9	13.47	13.74	14.01
		10	13.85	14.13	14.41
		11	14.30	14.59	14.88
		12	14.84	15.14	15.44
		13	15.44	15.75	16.06
		14	16.03	16.35	16.68
		15	16.33	16.66	16.99

Job Code	Job Code Description	Grade H-03			
		Step	6/1/2012	6/30/2013	6/29/2014
660025	Coffee Shop Worker				
		1	10.31	10.52	10.73
		2	10.70	10.92	11.13
		3	11.11	11.33	11.56
		4	11.49	11.72	11.95
		5	11.91	12.15	12.39
		6	12.37	12.62	12.87
		7	12.99	13.25	13.51
		8	13.48	13.75	14.02
		9	13.99	14.27	14.56
		10	14.50	14.79	15.09
		11	15.02	15.32	15.63
		12	15.60	15.91	16.23
		13	16.16	16.48	16.81
		14	16.79	17.13	17.47
		15	17.12	17.46	17.81

Job Code	Job Code Description	Grade H-03A			
		Step	6/1/2012	6/30/2013	6/29/2014
660038	File Clerk	1	10.60	10.81	11.03
		2	11.00	11.22	11.45
		3	11.42	11.65	11.88
		4	11.81	12.05	12.29
		5	12.27	12.52	12.77
		6	12.74	12.99	13.25
		7	13.23	13.49	13.76
		8	13.74	14.01	14.30
		9	14.25	14.54	14.83
		10	14.80	15.10	15.40
		11	15.36	15.67	15.98
		12	15.94	16.26	16.58
		13	16.54	16.87	17.21
		14	17.17	17.51	17.86
		15	17.81	18.17	18.53

Job Code	Job Code Description	Grade H-05			
		Step	6/1/2012	6/30/2013	6/29/2014
660050	Food Service Worker	1	10.91	11.13	11.35
		2	11.32	11.55	11.78
		3	11.75	11.99	12.23
		4	12.15	12.39	12.64
		5	12.61	12.86	13.12
		6	13.08	13.34	13.61
		7	13.57	13.84	14.12
		8	14.09	14.37	14.66
		9	14.65	14.94	15.24
		10	15.18	15.48	15.79
		11	15.72	16.03	16.36
		12	16.39	16.72	17.05
		13	16.99	17.33	17.68
		14	17.65	18.00	18.36
		15	18.30	18.67	19.04

Job Code	Job Code Description	Grade H-07			
		Step	6/1/2012	6/30/2013	6/29/2014
660040	Patient Support Srv. Assistant				
660065	Lead Groundskeeper	1	11.36	11.59	11.82
660070	Driver/Messenger	2	11.79	12.03	12.27
660075	Stockroom Clerk – Food Service	3	12.24	12.48	12.73
660080	Cold Food Preparer	4	12.66	12.91	13.17
		5	13.17	13.43	13.70
		6	13.68	13.95	14.23
		7	14.18	14.46	14.75
		8	14.72	15.01	15.31
		9	15.31	15.62	15.93
		10	15.87	16.19	16.51
		11	16.49	16.82	17.16
		12	17.10	17.44	17.79
		13	17.74	18.09	18.46
		14	18.42	18.79	19.16
		15	19.11	19.49	19.88

Job Code	Job Code Description	Grade H-08			
		Step	6/1/2012	6/30/2013	6/29/2014
660085	Rehab Tech – Speech/Audiology				
660090	Rehab Tech	1	11.62	11.85	12.09
		2	12.06	12.30	12.55
		3	12.52	12.77	13.03
		4	12.95	13.21	13.47
		5	13.46	13.73	14.00
		6	13.99	14.27	14.56
		7	14.67	14.96	15.26
		8	15.23	15.53	15.85
		9	15.80	16.12	16.44
		10	16.45	16.78	17.11
		11	17.09	17.43	17.78
		12	17.75	18.11	18.47
		13	18.40	18.77	19.14
		14	19.08	19.46	19.85
		15	19.50	19.89	20.29

Job Code	Job Code Description	Grade H-09			
		Step	6/1/2012	6/30/2013	6/29/2014
660095	Mailroom Clerk/Coord.	1	11.72	11.95	12.19
		2	12.17	12.41	12.66
		3	12.63	12.88	13.14
		4	13.06	13.32	13.59
		5	13.55	13.82	14.10
		6	14.09	14.37	14.66
		7	14.66	14.95	15.25
		8	15.17	15.47	15.78
		9	15.70	16.01	16.33
		10	16.33	16.66	16.99
		11	16.97	17.31	17.66
		12	17.61	17.96	18.32
		13	17.95	18.31	18.68

Job Code	Job Code Description	Grade H-11			
		Step	6/1/2012	6/30/2013	6/29/2014
660045	Surgical Support Asst.	1	12.10	12.34	12.59
660069	Senior Courier	2	12.56	12.81	13.07
660110	Project Person	3	13.04	13.30	13.57
		4	13.48	13.75	14.02
		5	14.01	14.29	14.58
		6	14.51	14.80	15.10
		7	15.07	15.37	15.68
		8	15.65	15.96	16.28
		9	16.23	16.55	16.89
		10	16.86	17.20	17.54
		11	17.53	17.88	18.24
		12	18.18	18.54	18.91
		13	18.87	19.25	19.63
		14	19.59	19.98	20.38
		15	20.34	20.75	21.16

Job Code	Job Code Description	Grade H-12			
		Step	6/1/2012	6/30/2013	6/29/2014
660120	Library Assistant				
660129	Medical Records Clerk	1	12.20	12.44	12.69
660126	Central Scheduling File Clerk	2	12.66	12.92	13.18
		3	13.14	13.40	13.67
		4	13.59	13.86	14.14
		5	14.12	14.40	14.69
		6	14.67	14.96	15.26
		7	15.23	15.53	15.85
		8	15.72	16.03	16.36
		9	16.29	16.62	16.95
		10	16.94	17.28	17.62
		11	17.61	17.96	18.32
		12	18.31	18.68	19.05
		13	18.70	19.07	19.46

Job Code	Job Code Description	Grade H-13			
		Step	6/1/2012	6/30/2013	6/29/2014
660140	Sr. Cafeteria Supervisor	1	12.39	12.64	12.89
		2	12.86	13.12	13.38
		3	13.35	13.62	13.89
		4	13.80	14.08	14.36
		5	14.32	14.61	14.90
		6	14.90	15.20	15.50
		7	15.49	15.80	16.12
		8	16.11	16.43	16.76
		9	16.68	17.01	17.35
		10	17.33	17.68	18.03
		11	17.92	18.28	18.64
		12	18.60	18.97	19.35
		13	19.32	19.71	20.10
		14	20.04	20.44	20.85
		15	20.41	20.82	21.23

Job Code	Job Code Description	Grade H-14			
		Step	6/1/2012	6/30/2013	6/29/2014
660145	FSW Group Leader				
660150	Stock Clerk	1	12.43	12.68	12.93
660151	Room Service Ambassador	2	12.90	13.16	13.42
660155	Multi Service Worker	3	13.39	13.66	13.93
		4	13.85	14.13	14.41
		5	14.40	14.69	14.98
		6	14.94	15.24	15.54
		7	15.50	15.81	16.13
		8	16.09	16.41	16.74
		9	16.69	17.02	17.36
		10	17.33	17.68	18.03
		11	18.01	18.37	18.74
		12	18.70	19.07	19.46
		13	19.40	19.79	20.18
		14	20.15	20.55	20.96
		15	20.89	21.31	21.73

Job Code	Job Code Description	Grade H-15			
		Step	6/1/2012	6/30/2013	6/29/2014
660130	Correspondence Clerk				
660139	Scheduling Assistant - Radiology	1	12.76	13.02	13.28
660160	Health Record Analyst	2	13.24	13.50	13.77
660165	Receptionist	3	13.75	14.03	14.31
660167	Surgical Patient Liaison	4	14.21	14.49	14.78
660170	Telephone Operator	5	14.79	15.09	15.39
660161	Pre-Admissions Testing Coord.	6	15.43	15.74	16.05
		7	16.05	16.37	16.70
		8	16.61	16.94	17.28
		9	17.24	17.58	17.94
		10	17.84	18.20	18.56
		11	18.55	18.92	19.30
		12	19.31	19.70	20.09
		13	19.64	20.03	20.43

Job Code	Job Code Description	Grade H-16			
		Step	6/1/2012	6/30/2013	6/29/2014
660175	EKG Technician				
660180	Respiratory Aide	1	13.03	13.29	13.56
660183	Mental Health Worker	2	13.53	13.80	14.07
		3	14.04	14.32	14.61
		4	14.51	14.80	15.10
		5	15.10	15.40	15.71
		6	15.65	15.96	16.28
		7	16.13	16.45	16.78
		8	16.68	17.01	17.35
		9	17.33	17.68	18.03
		10	18.03	18.39	18.76
		11	18.72	19.09	19.48
		12	19.42	19.81	20.20
		13	19.78	20.18	20.58

Job Code	Job Code Description	Grade H-16A			
		Step	6/1/2012	6/30/2013	6/29/2014
660149	EVS Group Leader				
660184	Pequot Stock Clerk	1	13.05	13.31	13.58
		2	13.55	13.82	14.09
		3	14.06	14.34	14.63
		4	14.54	14.83	15.13
		5	15.09	15.39	15.70
		6	15.67	15.98	16.30
		7	16.26	16.59	16.92
		8	16.90	17.24	17.58
		9	17.56	17.91	18.27
		10	18.20	18.56	18.94
		11	18.90	19.28	19.66
		12	19.62	20.01	20.41
		13	20.36	20.77	21.18
		14	21.13	21.55	21.98
		15	21.92	22.36	22.81

Job Code	Job Code Description	Grade H-17			
		Step	6/1/2012	6/30/2013	6/29/2014
660185	HUC (Health Unit Coordinator)	1	13.33	13.60	13.87
		2	13.84	14.12	14.40
		3	14.36	14.65	14.94
		4	14.85	15.15	15.45
		5	15.44	15.75	16.06
		6	16.02	16.34	16.67
		7	16.61	16.94	17.28
		8	17.22	17.56	17.92
		9	17.80	18.16	18.52
		10	18.70	19.07	19.46
		11	19.23	19.61	20.01
		12	20.17	20.57	20.98
		13	20.54	20.95	21.37
		Cert or MW	21.29	21.72	22.15
		Cert & MW	22.12	22.56	23.01

Job Code	Job Code Description	Grade H-18			
		Step	6/1/2012	6/30/2013	6/29/2014
660200	PCA (Patient Care Assistant)	1	13.39	13.66	13.93
		2	13.90	14.18	14.46
		3	14.43	14.72	15.01
		4	14.92	15.22	15.52
		5	15.38	15.69	16.00
		6	15.86	16.18	16.50
		7	16.32	16.65	16.98
		8	16.80	17.14	17.48
		9	17.31	17.66	18.01
		10	17.82	18.18	18.54
		11	18.36	18.73	19.10
		12	18.92	19.30	19.68
		13	19.48	19.87	20.27
		14	20.06	20.46	20.87
		15	20.71	21.12	21.55
		16	21.26	21.69	22.12
		17	21.91	22.35	22.80

Job Code	Job Code Description	Grade H-19			
		Step	6/1/2012	6/30/2013	6/29/2014
660220	NICU Support Assistant				
660217	MRI Technical Aide	1	13.40	13.67	13.94
		2	13.91	14.19	14.47
		3	14.44	14.73	15.02
		4	14.93	15.23	15.53
		5	15.49	15.80	16.12
		6	16.08	16.40	16.73
		7	16.66	16.99	17.33
		8	17.32	17.67	18.02
		9	17.98	18.34	18.71
		10	18.67	19.04	19.42
		11	19.39	19.78	20.17
		12	20.13	20.53	20.94
		13	20.88	21.30	21.72
		14	21.66	22.09	22.54
		15	22.48	22.93	23.39

Job Code	Job Code Description	Grade H-19			
		Step	6/1/2012	6/30/2013	6/29/2014
660205	C.S. Technician I				
660210	C.S. Technician II	1	13.40	13.67	13.94
660211	C.S. Technician III	2	13.91	14.19	14.47
660215	Anesthesia Support Asst.	3	14.44	14.73	15.02
660216	Anesthesia/Surgical Support Asst.	4	14.93	15.23	15.53
		5	15.49	15.80	16.12
		6	16.08	16.40	16.73
		7	16.66	16.99	17.33
		8	17.32	17.67	18.02
		9	17.98	18.34	18.71
		10	18.67	19.04	19.42
		11	19.39	19.78	20.17
		12	20.13	20.53	20.94
		13	20.88	21.30	21.72
		14	21.66	22.09	22.54
		15	22.48	22.93	23.39
		Cert	23.33	23.80	24.27

Job Code	Job Code Description	Grade H-20			
		Step	6/1/2012	6/30/2013	6/29/2014
660225	Social Work Assistant				
660226	HIM Group Leader	1	13.41	13.68	13.95
660230	Admin. Asst. - Cardiac Cath Lab	2	13.92	14.20	14.48
660381	Client Svcs. Rep.	3	14.45	14.74	15.03
		4	14.94	15.24	15.54
		5	15.54	15.85	16.17
		6	16.16	16.48	16.81
		7	16.90	17.24	17.58
		8	17.60	17.95	18.31
		9	18.30	18.67	19.04
		10	18.97	19.35	19.74
		11	19.71	20.10	20.51
		12	20.43	20.84	21.26
		13	21.22	21.64	22.08
		14	22.03	22.47	22.92
		15	22.48	22.93	23.39

Job Code	Job Code Description	Grade H-20A			
		Step	6/1/2012	6/30/2013	6/29/2014
660235	Development Associate				
		1	13.41	13.68	13.95
		2	13.92	14.20	14.48
		3	14.45	14.74	15.03
		4	14.94	15.24	15.54
		5	15.54	15.85	16.17
		6	16.16	16.48	16.81
		7	16.90	17.24	17.58
		8	17.60	17.95	18.31
		9	18.30	18.67	19.04
		10	18.98	19.36	19.75
		11	19.68	20.07	20.48
		12	20.43	20.84	21.26
		13	20.88	21.30	21.72

Job Code	Job Code Description	Grade H-21			
		Step	6/1/2012	6/30/2013	6/29/2014
660250	Short Order Cook				
660252	Special Functions Coordinator	1	13.61	13.88	14.16
660255	Room Service Ambassador (Pt Nutr Rep - gf)	2	14.13	14.41	14.70
660260	Endoscopy Asst.	3	14.66	14.95	15.25
		4	15.16	15.46	15.77
		5	15.70	16.01	16.33
		6	16.33	16.66	16.99
		7	16.99	17.33	17.68
		8	17.67	18.02	18.38
		9	18.31	18.68	19.05
		10	18.97	19.35	19.74
		11	19.65	20.04	20.44
		12	20.41	20.82	21.23
		13	21.14	21.56	21.99
		14	21.96	22.40	22.85
		15	22.42	22.87	23.33

Job Code	Job Code Description	Grade H-21A			
		Step	6/1/2012	6/30/2013	6/29/2014
660265	Secretary				
		1	13.61	13.88	14.16
		2	14.13	14.41	14.70
		3	14.66	14.95	15.25
		4	15.16	15.46	15.77
		5	15.70	16.01	16.33
		6	16.32	16.65	16.98
		7	16.94	17.28	17.62
		8	17.60	17.95	18.31
		9	18.25	18.62	18.99
		10	18.94	19.32	19.71
		11	19.67	20.06	20.46
		12	20.41	20.82	21.23
		13	21.20	21.62	22.06
		14	21.98	22.42	22.87
		15	22.84	23.30	23.76

Job Code	Job Code Description	Grade H-22			
660270	Phlebotomist	Step	6/1/2012	6/30/2013	6/29/2014
		1	13.88	14.16	14.44
		2	14.41	14.70	14.99
		3	14.95	15.25	15.55
		4	15.46	15.77	16.08
		5	16.06	16.38	16.71
		6	16.64	16.97	17.31
		7	17.27	17.62	17.97
		8	17.83	18.19	18.55
		9	18.44	18.81	19.18
		10	19.16	19.54	19.93
		11	19.86	20.26	20.66
		12	20.61	21.02	21.44
		13	21.03	21.45	21.88
		14	21.83	22.27	22.71
		15	22.64	23.09	23.55
		Cert	23.52	23.99	24.47

Job Code	Job Code Description	Grade H-22B			
660274	HUC/Registrar	Step	6/1/2012	6/30/2013	6/29/2014
		1	13.90	14.18	14.46
		2	14.43	14.72	15.01
		3	14.98	15.28	15.59
		4	15.49	15.80	16.12
		5	16.08	16.40	16.73
		6	16.66	16.99	17.33
		7	17.31	17.66	18.01
		8	17.98	18.34	18.71
		9	18.67	19.04	19.42
		10	19.38	19.77	20.16
		11	20.13	20.53	20.94
		12	20.87	21.29	21.71
		13	21.66	22.09	22.54
		Cert	22.48	22.93	23.39

Job Code	Job Code Description	Grade H-23			
		Step	6/1/2012	6/30/2013	6/29/2014
660273	Secretary/Registrar				
660275	Registrar	1	13.90	14.18	14.46
660276	PACS Assistant	2	14.43	14.72	15.01
660277	Secretary/PACS Assistant	3	14.98	15.28	15.59
660283	Patient Services Specialist I	4	15.49	15.80	16.12
660382	Specimen Processor	5	16.08	16.40	16.73
		6	16.66	16.99	17.33
		7	17.31	17.66	18.01
		8	17.98	18.34	18.71
		9	18.67	19.04	19.42
		10	19.38	19.77	20.16
		11	20.13	20.53	20.94
		12	20.87	21.29	21.71
		13	21.66	22.09	22.54
		14	22.48	22.93	23.39
		15	23.33	23.80	24.27

Job Code	Job Code Description	Grade H-24			
		Step	6/1/2012	6/30/2013	6/29/2014
660279	Lead Anesthesia Support Asst.				
660280	C.S. Sched. Coordinator	1	14.10	14.38	14.67
660285	Staffing Coordinator - Nursing	2	14.64	14.93	15.23
660290	Library Tech. Assistant	3	15.19	15.49	15.80
660295	Medical Transcriber	4	15.71	16.02	16.34
660305	CC Scheduling Coord.	5	16.44	16.77	17.10
660310	Diabetes Center Sched. Coord.	6	17.21	17.55	17.91
660358	Maintenance Coordinator	7	17.87	18.23	18.59
		8	18.62	18.99	19.37
		9	19.38	19.77	20.16
		10	20.08	20.48	20.89
		11	20.88	21.30	21.72
		12	21.64	22.07	22.51
		13	22.45	22.90	23.36
		14	22.92	23.38	23.85

Job Code	Job Code Description	Grade H-25			
		Step	6/1/2012	6/30/2013	6/29/2014
660315	Second Cook	1	14.24	14.52	14.82
		2	14.78	15.08	15.38
		3	15.34	15.65	15.96
		4	15.86	16.18	16.50
		5	16.47	16.80	17.14
		6	17.07	17.41	17.76
		7	17.72	18.07	18.44
		8	18.38	18.75	19.12
		9	19.08	19.46	19.85
		10	19.79	20.19	20.59
		11	20.56	20.97	21.39
		12	21.30	21.73	22.16
		13	22.18	22.62	23.08
		14	23.01	23.47	23.94
		15	23.88	24.36	24.84

Job Code	Job Code Description	Grade H-26			
		Step	6/1/2012	6/30/2013	6/29/2014
660340	Medical Assistant	1	14.78	15.08	15.38
		2	15.34	15.65	15.96
		3	15.92	16.24	16.56
		4	16.47	16.80	17.14
		5	17.10	17.44	17.79
		6	17.79	18.15	18.51
		7	18.55	18.92	19.30
		8	19.12	19.50	19.89
		9	19.77	20.17	20.57
		10	20.55	20.96	21.38
		11	21.30	21.73	22.16
		12	22.15	22.59	23.04
		13	22.55	23.00	23.46

Job Code	Job Code Description	Grade H-26			
		Step	6/1/2012	6/30/2013	6/29/2014
660325	Pharmacy Tech				
660330	Pharmacy Tech - OR	1	14.78	15.08	15.38
660335	Pharmacy Tech - Purchasing	2	15.34	15.65	15.96
660328	Pharm Tech-Packaging	3	15.92	16.24	16.56
660326	Pharm Tech-McKesson Carousel & Narcotic	4	16.47	16.80	17.14
660327	Pharm Tech-McKesson Robot/Acudose	5	17.10	17.44	17.79
		6	17.79	18.15	18.51
		7	18.55	18.92	19.30
		8	19.12	19.50	19.89
		9	19.77	20.17	20.57
		10	20.55	20.96	21.38
		11	21.30	21.73	22.16
		12	22.15	22.59	23.04
		13	22.55	23.00	23.46
		Cert	23.43	23.90	24.38

Job Code	Job Code Description	Grade H-27			
		Step	6/1/2012	6/30/2013	6/29/2014
660267	Medical Staff Assistant				
660278	Clerical Coord/PACS Assistant	1	14.90	15.20	15.50
660281	Clerical Coord/PACS Asst - Breast Imaging	2	15.47	15.78	16.09
660282	Clerical Coord/Scheduling - Radiology	3	16.05	16.37	16.70
660284	Patient Services Specialist II	4	16.60	16.93	17.27
660300	Scheduling Coordinator - OR	5	17.23	17.57	17.93
660345	Admin. Assistant	6	17.87	18.23	18.59
660346	HIM Operations Coordinator	7	18.57	18.94	19.32
660349	Transcription Coord.	8	19.29	19.68	20.07
660350	Medical Secretary	9	20.02	20.42	20.83
660351	Education Program Coordinator	10	20.78	21.20	21.62
		11	21.58	22.01	22.45
		12	22.38	22.83	23.28
		13	23.21	23.67	24.15
		14	24.11	24.59	25.08
		15	25.01	25.51	26.02

Job Code	Job Code Description	Grade H-28			
		Step	6/1/2012	6/30/2013	6/29/2014
660355	Sr. Staffing Coordinator	1	15.18	15.48	15.79
		2	15.76	16.07	16.39
		3	16.36	16.69	17.02
		4	16.91	17.25	17.59
		5	17.60	17.95	18.31
		6	18.35	18.72	19.09
		7	19.10	19.48	19.87
		8	19.82	20.22	20.62
		9	20.69	21.10	21.53
		10	21.47	21.90	22.34
		11	22.28	22.73	23.18
		12	23.10	23.56	24.03
		13	23.98	24.46	24.95
		14	24.45	24.94	25.44

Job Code	Job Code Description	Grade H-28A			
		Step	6/1/2012	6/30/2013	6/29/2014
660386	Inventory Control Coord. – Lobby Shop	1	15.55	15.86	16.18
		2	16.14	16.46	16.79
		3	16.75	17.09	17.43
		4	17.32	17.67	18.02
		5	17.99	18.35	18.72
		6	18.67	19.04	19.42
		7	19.38	19.77	20.16
		8	20.11	20.51	20.92
		9	20.87	21.29	21.71
		10	21.66	22.09	22.54
		11	22.48	22.93	23.39
		12	23.33	23.80	24.27
		13	24.23	24.71	25.21
		14	25.14	25.64	26.16
		15	26.10	26.62	27.15

Job Code	Job Code Description	Grade H-28B			
		Step	6/1/2012	6/30/2013	6/29/2014
660357	Sched Controller/Secy-Reg-Diabetes Ctr.	1	15.24	15.54	15.86
		2	15.82	16.14	16.46
		3	16.42	16.75	17.08
		4	16.98	17.32	17.67
		5	17.61	17.96	18.32
		6	18.28	18.65	19.02
		7	18.96	19.34	19.73
		8	19.68	20.07	20.48
		9	20.43	20.84	21.26
		10	21.21	21.63	22.07
		11	22.02	22.46	22.91
		12	22.87	23.33	23.79
		13	23.74	24.21	24.70
		14	24.64	25.13	25.64
		15	25.56	26.07	26.59

Job Code	Job Code Description	Grade H-30			
		Step	6/1/2012	6/30/2013	6/29/2014
660365	Instrument Coordinator	1	15.87	16.19	16.51
660366	Central Service Tech/Instrument Coord	2	16.47	16.80	17.14
660370	Computer Operator	3	17.10	17.44	17.79
660375	Development Office Systems Coord.	4	17.68	18.03	18.39
		5	18.40	18.77	19.14
		6	19.12	19.50	19.89
		7	19.75	20.15	20.55
		8	20.48	20.89	21.31
		9	21.21	21.63	22.07
		10	22.05	22.49	22.94
		11	22.88	23.34	23.80
		12	23.76	24.24	24.72
		13	24.23	24.71	25.21

Job Code	Job Code Description	Grade H-31			
		Step	6/1/2012	6/30/2013	6/29/2014
660380	Painter				
660385	Central Service Coordinator	1	16.50	16.83	17.17
660410	Central Services Training Coordinator	2	17.13	17.47	17.82
		3	17.78	18.14	18.50
		4	18.38	18.75	19.12
		5	19.08	19.46	19.85
		6	19.79	20.19	20.59
		7	20.55	20.96	21.38
		8	21.30	21.73	22.16
		9	22.18	22.62	23.08
		10	22.99	23.45	23.92
		11	23.88	24.36	24.84
		12	24.79	25.29	25.79
		13	25.71	26.22	26.75
		14	26.69	27.22	27.77
		15	27.72	28.27	28.84

Job Code	Job Code Description	Grade H-32			
		Step	6/1/2012	6/30/2013	6/29/2014
660387	Asst. Manager – Lobby Shop				
		1	17.37	17.72	18.07
		2	18.03	18.39	18.76
		3	18.72	19.09	19.48
		4	19.35	19.74	20.13
		5	20.09	20.49	20.90
		6	20.93	21.35	21.78
		7	21.69	22.12	22.57
		8	22.47	22.92	23.38
		9	23.23	23.69	24.17
		10	24.00	24.48	24.97
		11	24.94	25.44	25.95
		12	25.88	26.40	26.93
		13	26.85	27.39	27.93
		14	27.38	27.93	28.49

Job Code	Job Code Description	Grade H-33			
660390	Lab Assistant	Step	6/1/2012	6/30/2013	6/29/2014
		1	18.13	18.49	18.86
		2	18.82	19.20	19.58
		3	19.53	19.92	20.32
		4	20.20	20.60	21.02
		5	20.99	21.41	21.84
		6	21.76	22.20	22.64
		7	22.58	23.03	23.49
		8	23.44	23.91	24.39
		9	24.34	24.83	25.32
		10	25.29	25.80	26.31
		11	26.23	26.75	27.29
		12	27.23	27.77	28.33
		13	28.28	28.85	29.42
		14	29.33	29.92	30.51
		15	30.44	31.05	31.67

Job Code	Job Code Description	Grade H-34			
660395	Oncology Registrar	Step	6/1/2012	6/30/2013	6/29/2014
		1	18.88	19.26	19.64
		2	19.60	19.99	20.39
		3	20.34	20.75	21.16
		4	21.03	21.45	21.88
		5	21.85	22.29	22.73
		6	22.64	23.09	23.55
		7	23.50	23.97	24.45
		8	24.35	24.84	25.33
		9	25.26	25.77	26.28
		10	26.08	26.60	27.13
		11	27.07	27.61	28.16
		12	28.11	28.67	29.25
		13	29.18	29.76	30.36
		14	29.77	30.37	30.97

Job Code	Job Code Description	Grade H-35			
		Step	6/1/2012	6/30/2013	6/29/2014
660400	Applications & Training Specialist	1	21.12	21.54	21.97
		2	21.92	22.36	22.81
		3	22.76	23.22	23.68
		4	23.53	24.00	24.48
		5	24.43	24.92	25.42
		6	25.38	25.89	26.41
		7	26.32	26.85	27.38
		8	27.31	27.86	28.41
		9	28.35	28.92	29.50
		10	29.46	30.05	30.65
		11	30.54	31.15	31.77
		12	31.70	32.33	32.98
		13	32.90	33.56	34.23
		14	34.15	34.83	35.53
		15	35.47	36.18	36.90

APPENDIX B-1

Effective June 1, 2012 through May 31, 2015 the following bonuses will be paid to eligible employees*:

\$500 bonus (gross) for full time employees who are non-step eligible, payable on their anniversary date of hire.

\$250 bonus (gross) for part time employees who are non-step eligible, payable on their anniversary date of hire.

*Effective June 1, 2012, all step and at max increases delayed six (6) months, then paid annually on that date going forward (including 12/1/12 – 12/1/15).

APPENDIX C
KENTUCKY RIVER

The Hospital agrees that during the term of this collective bargaining agreement it will not withdraw recognition from the union as the exclusive bargaining representative of employees as currently provided in Appendix A; nor will it refuse to apply the terms of this collective bargaining agreement to the employees in this bargaining unit.

APPENDIX D
SCHOOL AT WORK

The Parties agree that the Hospital will continue its School at Work Program on the terms and conditions set forth in the School At Work Policy.

APPENDIX E
CAREER ADVANCEMENT PROGRAM

The parties agree that the Hospital will continue its Career Advancement Program the terms and conditions set forth in the Career Advancement Policy.

APPENDIX F
MISCELLANEOUS

The parties agreed to establish a new Telecommuting Policy; agreement that hospital and union have met to bargain over impact of new policy.

The parties have met and negotiated the impact of the new smoking policy.

The parties agreed to end the Monitor Watchers' differential by incorporating an extra step for them into the rate range.

The parties have met and agreed that the definition of position for the purposes of Article 17.6b is the job title of the employee. This definition does not consider that position refers to the hours or shift an individual is scheduled and therefore there is mutual agreement that if an employee changes their shift or hours within their department they will be allowed to apply for a vacancy.