

E-2)

BULLETIN BOARDS ~~–AND BUSINESS AGENT ACCESS –~~ Bulletin boards in the Hospital shall be made available to the Union for the sole purpose of posting business notices. ~~The business agent for the Union or the employee designate shall have access at all reasonable times to such bulletin boards and to such other nonpatient, nonpublic areas to be designated by the Hospital to discharge the employee's duties as representative of the Union~~ The location of those bulletin boards shall be designated in writing by the Hospital to the Union and no other bulletin board shall be authorized except those established in writing by the Hospital. The 'business notices' permitted by this section shall be non-political and the Hospital reserves the right to refuse to allow and/or remove any postings that the Hospital determines to be inappropriate, offensive, or unrelated to official Union business with the Hospital. One agent for the Union (regardless of job title) shall have access to the Union bulletin boards under circumstances more fully described below. The Union shall be required to identify the name of the union agent assigned to the Hospital and immediately notify the Hospital in writing of any change in the identity of that union agent. The Union shall designate no more than one (1) union agent as the union agent who may have access to the Hospital designated bulletin boards as described above. The union agent must give twenty-four (24) hours' notice to the Hospital prior to coming on the Hospital's premises, and, while on the Hospital property, the union agent shall be permitted to be only in the immediate area adjacent to the designated bulletin boards. If the Union wishes to have a different or additional representative visit the Hospital, it shall submit a written request to the Hospital, and the ability of such union representative to visit the Hospital shall be determined by the Hospital.

**E-3)**

~~PROBATIONARY PERIOD—The first ninety (90) one hundred eighty (180) days of employment of any new ~~full-time or part-time~~ employee shall be a probationary period, during which the employment of such employee may be terminated with or without cause. ~~The probationary period may be extended for an additional thirty (30) calendar days on the following basis: The Hospital shall advise the Union in writing of the name or names of employees for whom such extension is desired. The extension request must be received by the Union no later than the eightieth (80th) calendar day of the probationary period of the employee involved. The Union may object to such extension by giving written notice to the Hospital within five (5) calendar days following receipt of the notice from the Hospital. If no such written objection is made, the probationary period shall be extended for the additional thirty (30) calendar days.~~~~

**E-6)**

WORKWEEK AND OVERTIME — The regular pay period for all employees shall be eighty (80) hours ~~in a two (2) week period.~~ Eight (8) hours shall constitute a day's work to be completed ~~within~~ nine (9) consecutive hours. If an employee works in excess of eight (8) hours per day, or in excess of eighty (80) hours in a consecutive two-week ~~pay~~ period, overtime at the rate of one and one-half (1-1/2) times the employee's regular ~~straight-time hourly rate~~ of pay shall be paid for such overtime hours. Overtime payments shall not be duplicated. ~~Paid sick leave, holiday and vacation hours shall be considered as hours of work for overtime purposes.~~ An employee who works in excess of twelve (12) consecutive hours shall receive double time the employee's regular straight-time hourly rate for such excess hours. Paid sick leave, holidays and vacation shall not be considered as hours worked for overtime purposes.

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The regular workweek shall consist of five (5) consecutive eight (8) hour days, with two (2) consecutive days off in each alternate week and with two (2) nonconsecutive days off in the other alternate week. The regular pay period shall be eighty (80) hours. Eight (8) hours shall constitute a day's work to be completed within nine (9) consecutive hours. If an employee works in excess of eight (8) hours per day, or in excess of eighty (80) hours in a two (2) week pay period, overtime at the rate of one and one-half (1-1/2) times the employee's regular ~~straight time hourly rate~~rate of pay shall be paid for such overtime hours. Overtime payments shall not be duplicated. ~~Paid sick leave, holiday and vacation hours~~An employee who works in excess of twelve (12) consecutive hours shall receive double time the employee's regular straight time hourly rate for such excess hours. Paid sick leave, holidays and vacation shall not be considered as hours ~~of work~~worked for overtime purposes. ~~An employee who works in excess of twelve (12) consecutive hours shall receive double time the employee's regular~~ ~~straight time hourly rate for such excess hours.~~

**E-8)**

Scheduling Pattern — The general pattern of scheduling shall be such that all employees shall have at least two (2) Sundays off per calendar month, together with a day consecutive therewith, and two (2) ~~consecutive~~ days off during the alternate week. All employees shall have an absolute, unqualified right to elect to work pursuant to the general pattern of scheduling. Notwithstanding said right, an employee may, by mutual agreement with the Hospital, elect to work a scheduling pattern ~~providing~~provided for ~~nonconsecutive~~non-consecutive days off in the alternate week and/or additional weekend schedules.

[Remainder of Article 4(A) to remain as in current contract(s).]

**E-9)**

~~(1) — An employee shall have an opportunity to review the alternate work schedule or schedules being considered prior to volunteering for flexible work schedules. The employee may limit agreement to specific types of flexible schedules. The Hospital shall retain written documentation that an employee has agreed to a flexible work schedule and of the type of flexible schedule to which the employee has agreed. An employee electing to work schedules under this Section may revoke such election by giving the Hospital written notice of six (6) weeks or a period of time equal to the length of time normally covered by the Hospital's posted schedule of work hours, whichever is less.~~

(1) — The Hospital shall post positions whose work schedules are subject to the terms of this section. Priority and bidding for open and available positions shall be given to employees currently in the classification that is posted and working in the same department where the job is posted to be worked. Except as noted above, the provisions of Section 8(E) shall apply.

~~(2) — The basic work period shall be forty (40) hours per week. An employee shall be paid time and one-half (1-1/2) for work~~

(2) — The Hospital will notify the employee selected for a position covered by this section whether overtime payment shall be based on the eight (8) and eighty (80) system or the forty (40) hour overtime system. If the eight (8) and eighty (80) overtime system is selected by the Hospital, overtime shall be provided for as set forth in Section 4(A). If the forty (40) hour system is selected, overtime shall be paid for hours worked in excess of forty (40) hours per week rather than the overtime provisions set forth in this Section. Further, even though the total hours worked during a week may not exceed forty (40) an employee working in excess of the employee's scheduled workday shall be paid at the rate of time and one-half (1-1/2) for all excess time so worked, except that hours in excess of twelve (12) consecutive hours in a workday shall be paid at the rate of double time. in a seven (7) consecutive workday week selected by the Hospital."



**E-10)**

CASUAL WORK AGREEMENT — Casuals must work a minimum of one (1) shift per month if the Hospital has work available. Each Hospital may increase this requirement ~~based on need~~ and may add weekend and/or holiday work requirements based on individual hospital/department needs. The Hospital will provide at least fifteen (15) calendar days' notice before any change shall be effective in the minimum number or types of shifts required under this section.



**E-11)**

HOLIDAY PAY/~~EMPLOYEE PREFERENCE DAY OFF/EXTRA DAY~~ — All full time employees shall be paid for the following nine (9) holidays if not worked: New Year's Day, ~~Good Friday or Easter Sunday~~, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, ~~Labor Day~~, and ~~twethree~~ (23) personal floating holidays at times mutually agreed upon between each individual employee and the Hospital. To receive the ~~twethree~~ (23) floating holidays, employees must have completed one (1) year of employment.

Except for work on New Year's Day and Christmas Day as described in the following paragraph, any employee required to work on any of the ~~five~~ other four (54) named holidays, exclusive of the floating holidays, at the employee's option, may receive another day off with pay or, in lieu thereof, be paid at the rate of double time for the work performed on such named holiday.

New Year's Day and Christmas Day: For purposes of this Article, Christmas Day shall be deemed to extend over a 32 hour period from the start of the relief shift beginning on December 24; through the end of the relief shift which begins on December 25; and New Year's Day shall be deemed to extend over a 32 hour period from the start of the relief shift beginning on December 31 to the end of the relief shift which begins on January 1. Hospitals currently commencing the holiday at 7:00 a.m. may commence the 32-hour period at the start of the night shifts on December 24 and December ~~31~~ 31, respectively. All employees working forty (40) or more hours per pay period shall be paid at the rate of time and one half (1-1/2) for all hours worked on Christmas Day and/or New Year's Day and shall be given eight (8) hours of compensatory straight time off for one (1) shift worked during the 32 hour period. Employees may elect to receive eight (8) hours pay in lieu of the compensatory day off.

Each employee ~~shall be given an opportunity, in order of seniority, to express a preference prior to posting of holiday work schedules as to whether the employee should work the holiday or be off on the holiday~~ will share in working the scheduled holidays outlined in Section 5(A), first paragraph (excluding floating holidays). No one will be required to work more than four (4) holiday shifts in any calendar year, provided the designated employee is able to perform the work in question and/or the Hospital can meet its staffing

requirements. In the actual scheduling of the specific holidays to be worked, the Hospital shall determine a system(s) to be used in scheduling the actual holidays.

Employees who are absent from work ~~without good cause on a~~on the employee's last regularly scheduled workday prior to ~~or~~the holiday or the first regularly scheduled workday after the holiday shall not be eligible for holiday pay. If any full time employee's day off falls on a holiday, then the employee shall, at the employee's option, receive holiday pay for such holidays or in lieu thereof, an additional day off within a two (2) week period.

~~Employees who work on both Good Friday and Easter Sunday shall be paid holiday pay for only one of the two days.~~

**E-15)**

Laid off employees shall be given the opportunity to return to work in a previous classification held by such employee on the basis of the employee's seniority ~~the employee earned in the previous classification.~~

**E-16)**

JOB VACANCIES — Vacancies or new positions shall be awarded to the senior employee applicant where the employee currently possesses the necessary ~~capabilities~~qualifications to perform the work. Qualifications for the job shall be posted by the ~~Employer,~~Hospital and the posting shall include the shift and number of hours for the position. No employee shall be eligible to bid on a job vacancy or a new position until the employee has worked in the employee's existing job for a minimum of one hundred eighty (180) days. The provisions of the preceding sentence ~~shall not apply when employees bid on vacancies or new positions in the employee's same classification~~may be waived in writing by the Hospital. An employee who has received a written warning or a suspension (including a final warning) within the twelve (12) month period immediately preceding the posting of the open and available position shall not be eligible to bid on said position. The Hospital shall not be obligated to post jobs involving "lead" for which "Lead Pay" would be available pursuant to Section 10(A) and may select the individual it deems most qualified in its discretion.

**E-17)**

EMPLOYEE NOTICE OF QUIT — Any employee who wishes to quit shall give the Hospital fourteen (14) calendar days' notice, in writing, of intention to terminate employment. The failure to give such notice and the failure to work all scheduled shifts during the notice period, shall result in the forfeiture of any terminal benefits that would otherwise be due the employee under the terms of this Agreement.

**E-20)**

~~Shift Differential—Employees who work the second shift shall receive a \_\_\_\_\_ The evening (second) shift differential of shall be sixty cents (\$.60) per hour.—Employees who work the third shift shall receive a~~

\_\_\_\_\_ The evening shift differential shall be paid for any full-time shift where the majority of hours scheduled occurs after 3:00 p.m.

\_\_\_\_\_ The night (third) shift differential of shall be eighty-five cents (\$.85) per hour.

The ~~second (2nd) night shift and third (3rd) shift differential~~ shall be paid for any full-time shift commencing at or after 1:00 pm and ending at or before 7:30 am where the \_\_\_\_\_ majority of hours scheduled occurs after 11:00 p.m.