

The Hospital withdraws its proposal relating to Section 7.03 with (1) the understanding that it does not affect either party's rights under the Agreement with respect to holiday work scheduling and (2) the parties' agreement to the Hospital's counterproposal on Section 9.04.

ARTICLE VII: HOLIDAYS

7.01 Holidays

For all purposes of this Agreement, the following holidays shall be recognized by the Hospital:

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| New Year's Day | Labor Day |
| Washington's Birthday | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |
| Martin Luther King's Birthday | |

In order to accommodate the religious preferences of employees or to recognize other special days of importance, an employee may substitute any other three (3) days for any of the foregoing holidays by notifying the Hospital no more than ninety (90) days in advance of the date the employee wishes to use the substituted holiday.

In the event a holiday falls on a Saturday, it shall be observed on the previous Friday; and if it falls on a Sunday, it shall be observed on the following Monday.

7.02 Free Day

An employee with three or more years of service shall also be entitled to one free day **during each Hospital fiscal year**~~per calendar year~~. A free day must be scheduled in advance

with the approval of the employee's Department Head, **and will be included in the employee's vacation hours and be subject to the provisions of Article IX of this Agreement.**

NOTE: THE FOREGOING PROPOSED LANGUAGE CHANGE TO §7.02 IS FOR PURPOSES OF CLARIFICATION ONLY.

7.03 Holiday Work

The Hospital retains the right to require an employee to work on a holiday or to take the day off. If an employee is required to work on a holiday, he shall be compensated for all hours worked in accordance with the provisions of this Agreement as if it were not a holiday; and, in addition, he shall have the option to receive holiday pay, or an additional day off with pay, subject to the limitations and requirements of Section 7.04 of this Article. If an employee is scheduled off, he shall be compensated in accordance with and subject to the limitations and requirements of this Article. When circumstances permit, the Hospital will make every reasonable effort to accommodate the preferences of employees who do not desire to work on consecutive holidays. **The Hospital will, when requiring holiday work, strive to schedule employees to work in an equitable fashion within job classifications.**

7.04 Holiday Pay

Holiday pay will be paid according to regularly scheduled hours, when the holiday (as defined under 7.01) occurs. The employee may request the use of a holiday 30 days before or after the observed date. If an employee works on the actual or observed holiday the actual hours worked are multiplied by 1.5.; provided, however, if an employee works on both the actual and observed holiday, only the hours worked on the actual holiday will be multiplied by 1.5.

In order to receive holiday pay, an employee must report for duty on the last scheduled workday before the holiday and the first scheduled workday after the holiday, unless he is on excused absence. All employees covered by this Agreement shall receive a day's pay for the above-listed holidays which shall be computed on the basis of an eight (8) hour day, in the case of permanent, full-time employees, and pro-rated in the case of permanent part-time eligible employees, times the straight-time hourly rate.

ARTICLE IX: VACATION

9.04 (a) Use of Vacation Leave

Vacation leave must be used in accordance with Hospital policy. Such leave cannot be taken in less than one-half (1/2) hour increments. Illness or disability occurring during vacation may be charged to sick leave if a licensed physician certifies that the employee was ill or disabled to an extent which prevented him/her from working, unless the employee's supervisor determines, in his/her discretion, that sick leave is being abused. In case of any conflict between the provisions of this Agreement and the provisions of the Hospital's policy regarding this Section 9.04, the provisions of this Agreement shall govern.

(b) Vacation Requests

(i) ~~For vacation during calendar year 1995 and thereafter,~~ Employees shall submit to their Department Head their vacation preference request of over four (4) days by December 1; response to the aforementioned vacation preference request shall be returned to the employee by December 31. Employees submitting such requests by this deadline shall be granted the requested time, except that if staffing and patient care requirements do not permit all

employees requesting a certain vacation preference to take their vacation over the same time period, seniority shall govern. It is understood that, unless an emergency or severe operational considerations preclude it, at least one employee in the affected classification in a department shall be granted vacation time of over four (4) days which is requested by December 1.

(ii) For vacation preference requests of over four (4) days submitted to the Department Head by the December 1 deadline but denied, the employee will be given the opportunity until January 31 to select vacation time from the remaining available dates. If two or more such employees request vacation for the same available dates, and all such requests cannot be accommodated, seniority shall govern.

(iii) Notwithstanding (i) and (ii) above, for vacation preference requests of over four (4) days which include a holiday, each employee shall have the opportunity to prioritize holiday week requests and such vacation will be scheduled in seniority order; however, no employee shall be scheduled for more than one holiday week until all other employees who have requested a holiday week have been granted a requested holiday week, if available, in seniority order. If any holiday week slots remain available thereafter, the same process shall be followed.

~~(iii)~~(iv) Requests for four (4) or fewer vacation days shall be submitted to an employee's Department Head at least ten (10) working days in advance. Response to the request for the use of four (4) or fewer vacation days shall be returned to the employee within five (5) working days from the date the request was made. If two or more such employees

request vacation for the same available dates, and all such requests cannot be accommodated, seniority shall govern.

~~(iv)~~(v) Requests for more than four (4) days submitted after the applicable deadline shall be submitted to an employee's Department Head not before January 31, and at least ten (10) working days prior to the first day of the requested leave. Response to the request for the use of more than four (4) days vacation submitted after the applicable deadline shall be returned to the employee within five (5) working days from the date the request was made. Such requests will be approved on a first-in, first-approved basis (subject to staffing and patient care requirements). If two or more such employees request vacation on the same day for the same available dates, and all such requests cannot be accommodated, seniority shall govern. All matters related to vacation selection and scheduling shall not be subject to the grievance and arbitration provisions of this Agreement.