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**COMMON TABLE**  
**KENMORE MERCY HOSPITAL • MERCY HOSPITAL OF BUFFALO • ST. JOSEPH CAMPUS**

## **Article 1 Agreement**

Section 1. These Agreements are made and entered into as set forth in CT Article 60, Duration, by and between Kenmore Mercy Hospital, Mercy Hospital of Buffalo, and Sisters of Charity Hospital - St. Joseph Campus, hereinafter referred to as the "Employers/Hospitals" and the Communications Workers of America, AFL-CIO hereinafter referred to as the "Union." It is agreed to and understood by the parties that Kenmore Mercy Hospital is the Employer for the employees working at Kenmore Mercy Hospital; Mercy Hospital of Buffalo is the Employer for the employees working at Mercy Hospital of Buffalo and the Sisters of Charity Hospital-St. Joseph Campus is the Employer for employees working at Sisters of Charity Hospital-St. Joseph Campus.

Section 2. The provisions of the Agreements, which include contract language common to all seven (7) contracts as well as the language for each of the seven (7) bargaining unit agreements, shall supersede and replace the corresponding provisions of any existing bargaining unit agreement that deals with the identical issues. The common table language shall be incorporated to the exclusion of any other provision referring to the identical issues in any bargaining unit agreement.

Section 3. The Union and the Employers/Hospitals agree that the interpretation of, administration of, and the compliance with, the language in the common language section, will be the same in each contract.

Section 4. For further intent, related to the topic of these Agreements, refer to CT Memorandum of Understanding #1, Agreement.

## **Article 2 Responsible Union/Employer Relationship**

Section 1. The Employers/Hospitals are charged with the public trust of rendering uninterrupted attention and care to their patients. The parties agree to promote and improve the mutual interests of patient care as well as of employees and to set forth herein the agreement of the parties covering rates of pay, hours of work, and conditions of employment.

Section 2. The Employers/Hospitals and the Union recognize that it is in the best interest of the parties, the employees, and the public, that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Employers/Hospitals and the Union and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning and consistent with the Union's status as the exclusive bargaining representative of all employees covered by this contract. Each party shall bring to the attention of all employees in the units covered by this contract, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to insure adherence to this purpose.

## **Article 3 Access to Hospital-Union Representatives**

Section 1. Accredited Union officers and representatives not employed by the Employers/Hospitals, who must visit the Employers/Hospitals to discharge the Union's duties as the employees' collective bargaining representative, may do so at reasonable times by advance notice to, and the approval of, the Director of Human Resources or their designee, so long as said officers or representatives do not interfere with the work of the employees in patient care areas and the orderly operation of the Employers/Hospitals. Union officers or representatives, approved to be on site, shall conduct such business in a prompt and orderly manner.



Section 2. The Union will furnish the Employers/Hospitals with a list of accredited officers and representatives as changes occur.

**Article 4  
Non-Discrimination**

Neither the Employers/Hospitals nor the Union shall discriminate against any employee, in any matter relating to wages and conditions of employment, because of race, color, creed, religion, national origin, sex, age, marital status, veteran status, citizenship, disability status, sexual orientation, predisposing genetic characteristics, gender identity, gender expression, domestic violence victim status or activity or lack of activity on behalf of the Union and in accordance with applicable State and Federal laws.

**Article 5  
Union Membership**

Section 1. Each employee who is a member of the Union on the execution date of these Agreements shall remain a member thereof as a condition of their continued employment. Each employee hired on or after the date of these Agreements may elect to join the Union not later than the thirty-first (31<sup>st</sup>) consecutive day following their date of hire. If the employee elects to join the Union, they shall remain a member thereof as a condition of their continued employment.

Section 2. An employee hired after the date of these Agreements not wishing to join the Union shall be required to pay to the Union an agency fee equal to the amount of Union dues as a condition of their continued employment. An employee of the Employers/Hospitals prior to the signing of these Agreements, may elect not to join the Union and shall be required to pay an agency fee as a condition of employment.

**Article 6  
Dues Deduction**

Section 1. The Employers/Hospitals agree to make deductions of proportionate amounts of Union membership dues or agency fees, hereinafter referenced to as “dues or fees,” each payroll period and initiation fees from the pay of an employee, upon receipt of a dues or fees deduction authorization card, signed by such employee, and to pay to the Union the amounts thus deducted no later than ten (10) days after the end of the preceding month during which deductions were made. Dues or fees deductions will begin as soon as possible after receipt of the signed authorization card in accordance with the Employers’/Hospitals’ normal payroll procedures. The request for dues or fees deduction may be revoked by the employee at any time upon their written request to the Employers/Hospitals.

Section 2. The Employers/Hospitals agree to make payroll deductions of Union dues and one (1) initiation fee or agency fees when authorized to do so by the employee on the appropriate form in an amount certified to the Employers/Hospitals by the Secretary-Treasurer of the Union and to pay over to the Secretary-Treasurer of the Union any amounts so deducted. Changes in the amount of the initiation fee, dues and agency fees will be certified to the Employers/Hospitals thirty (30) calendar days prior to the effective date of the change.

Section 3. The Employers/Hospitals agree to furnish the Union the following information about each employee covered by these Agreement on a monthly basis in a manner agreeable to both the Employers/Hospitals and Union including but not limited to: payroll/employee number, name, sex, category of employee, Union Local number, authorized dues or fees deduction, department code, title code, hourly rate, seniority date, residence address (including zip code), birth date, amount of dues deducted, amount of initiation fees deducted by the Employers/Hospitals in a prior month. The following information

will also be provided: employer name, mailing address, contact person and telephone number, dues month and year and dues deduction frequency [bi-weekly].

The information listed above will be taken from Employers'/Hospitals' records and will be sent to the Union electronically with the dues and fees collected no later than ten (10) days after the end of the preceding month during which deductions were made.

Section 4. The Employers/Hospitals assume no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions, but will correct any errors made in making such deductions in the payroll period following notice of such errors. The Union further agrees to hold the Employers/Hospitals harmless for any and all claims arising out of claims under this article.

### **Article 7 Political Action Fund (PAF)**

Section 1. The Employers/Hospitals agree that, upon receipt of an individual written request in a form approved by the Employers/Hospitals and signed by an employee covered by these Agreements, the Employers/Hospitals will deduct bi-weekly from such employee's wages the amount indicated by the employee on the Political Action Fund (PAF) deduction form, and forward the full amount thus deducted to the appropriate Union's committee on political education. The request may be revoked by the employee at any time upon their written request to their Employer/Hospital, and such request should be directed to the appropriate Employer/Hospital representative.

Section 2. The Employers/Hospitals assume no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions, but will correct any errors made in making such deductions in the payroll period following notice of such errors. The Union further agrees to hold the Employers/Hospitals harmless for any and all claims arising out of claims under this article.

### **Article 8 Grievance Procedure**

Section 1. A grievance, under these Agreements, shall be defined as a claim of an employee covered by these Agreements or the Union, which involves the interpretation of, administration of, or compliance with a specific provision of these Agreements.

Section 2. In the event of any grievance, the aggrieved employee may, at the employee's option, first discuss the grievance informally with the employee's immediate supervisor. If the grievance is not resolved informally or if the employee elects not to discuss the grievance informally, such grievance shall be presented in writing to the Employer/Hospital as provided below:

- Step 1. a. The grievance shall be reduced to writing on forms provided by the Union, signed by the employee and/or Union representative and presented to the immediate supervisor. The director and/or manager may also be present. The written grievance shall include the name and position of the grievant, the date, the basis of the grievance and relief requested, and the clauses or provisions of these Agreements involved.
- b. Such written grievance must be submitted within twenty (20) calendar days after the event or events giving rise to the grievance occurred, or within twenty (20) calendar days after those events should reasonably have been known or the grievance shall be deemed waived. However, if the grievance is for any claim, for which the arbitrator directs the payment of overtime, wages and fringe reimbursement to an employee, such period shall not limit the period of time for which recovery may be had.

- c. The grievance will be taken up in a meeting within seven (7) calendar days or as soon as practicable after the grievance is filed, between the employee, the Union representative and the immediate supervisor. A written response to the grievance shall be given to the Union representative and the Union within five (5) calendar days after the meeting.

Step 2. If no mutually acceptable conclusion is reached at the end of Step 1., the grievance may be appealed to the designated Human Resources representative within ten (10) calendar days of receipt by the Union of the Step 1. answer. A meeting at a mutually agreeable time and place shall be held within seven (7) calendar days or as soon as practicable with Union representatives, the Director for the department/clinical area and the designated Human Resources representative and any management personnel as deemed appropriate. The Employer/Hospital shall render a written answer to the Union within seven (7) calendar days of the Step 2. grievance.

Step 3. If the grievance is not resolved at Step 2., and should the matter necessitate formal arbitration, the Union shall send a letter to the Federal Mediation and Conciliation Service requesting arbitration identifying the grievance and including whatever forms are required by the mediation service and requesting the mediation service to send to each party a list of seven (7) names of arbitrators, within forty-five (45) calendar days of receipt of the Step 2. written answer or the grievance shall be considered to be discontinued.

Section 3. As soon as reasonably possible, but no later than sixty (60) calendar days after receipt of the FMCS panel of arbitrators, a representative of each party shall alternately strike a name until one name is left. The determination of who strikes first may be made by a coin toss with the loser making the first strike. The remaining name shall be the arbitrator for that grievance. Either party may reject the first panel of arbitrators and request one additional panel. Once the arbitrator has been selected and potential dates received, both parties must submit available dates to the arbitrator as soon as reasonably possible. Both parties will provide all available dates and will make every effort to schedule the arbitrator as soon as possible.

Section 4. The arbitrator shall render their decision in writing to the Employer(s)/Hospital(s) and the Union, which decision shall be binding upon both parties and employees covered by these Agreements. The arbitrator shall render a decision within thirty (30) calendar days following the close of the arbitration proceeding unless otherwise authorized by mutual agreement of the Employer(s)/Hospital(s) and the Union. Authorization to extend time limits on the arbitrator's decision shall not be unreasonably withheld by either party.

Section 5. The arbitrator shall have no authority to add to, to alter, amend or change in any way the terms and conditions of these Agreements and shall confine their decision to a determination of the facts and interpretation of, administration of, and compliance with the provisions of these Agreements. The arbitrator shall have the authority to modify corrective action, inclusive of an award to reinstate a discharged employee, with some or all of the time the employee had been terminated being considered as a suspension.

Section 6. Any time limit imposed on the handling of grievances shall commence on the date of receipt.

Section 7. The cost and expense of the arbitrator and the arbitration hearing room shall be shared equally by the incurring parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the costs of the other.

Section 8. It is the intent of the Employers/Hospitals and the Union, that grievances be resolved at the lowest possible Step and be processed as rapidly as possible. The number of days indicated at each Step of the procedure should be considered as maximum and every effort should be made to expedite the process. However, when mutually agreed in writing, the time limits may be extended at any Step.

Section 9. A grievance involving discharge or improper layoff must be initiated in writing and submitted directly at Step 2. Within seven (7) calendar days of written notice to the Union of the occurrence. Failure to initiate and submit such grievance in accordance with this provision shall be deemed a waiver of the grievance.

Section 10. Any grievance not answered within the specified time periods may be appealed to the next Step of the grievance procedure immediately. Grievances may be entertained at any Step by the mutual consent of the parties in writing.

Section 11. Union group or general grievances and Employer(s)/Hospital(s) grievances may be filed in writing by the Union or the Employer(s)/Hospital(s) directly at Step 2. of the grievance procedure provided, however, the twenty (20) day provision in Step 1. shall continue to apply. Upon request, the Union will furnish the Employer(s)/Hospital(s) with the names of at least two (2) employees purported to be within the group.

Section 12. Not more than a single grievance arising under these Agreements may be arbitrated in a single proceeding before an arbitrator except by mutual agreement in writing signed by the Employer(s)/Hospital(s) and the Union.

Section 13. The decision of the arbitrator may or may not include “make whole” decisions with respect to lost wages, benefits and other terms of employment. If an arbitrator shall award back wages covering the period of an employee's separation from the Employer's/Hospital's payroll, the amount as awarded shall be less any unemployment compensation received.

In addition, the arbitrator shall have the authority to determine what if any other interim earnings or other deduction(s) should be appropriately deducted from such back pay awarded.

Section 14. In the event that the internal CWA appeals process for arbitration is being utilized, the Union will promptly notify the Employer(s) in writing and indicate the date of the Convention which is considered the final step of the appeal process. In such case, the time limits for requesting a panel of arbitrators will be extended beyond the timeframe set forth in section 3 above as follows:

- a. If the appeal is made to the CWA Area Director: Time limit is extended thirty (30) days.
- b. If the appeal is made to the CWA District Vice President: Time limit extended thirty (30) days.
- c. If the appeal is made to the CWA President: Time limit extended thirty (30) days.
- d. If the appeal is made to the CWA Executive Board: Time limit extended thirty (30) days.
- e. If the appeal is made to the CWA Convention: Time limit extended to the date of the next CWA Convention.

Section 15. In the event that there are outstanding information requests, time limits at any step of the grievance process can be extended by mutual agreement. Such requests for extension of time limits will not be unreasonably denied.

## **Article 9**

### **Corrective Action**

Section 1. The purpose of this system of progressive corrective action is to assist employees to correct work behavior and/or work performance. It is meant to aid in improvement of behavior and/or job performance. All corrective actions that are needed (including terminations) will be identified, reduced to writing and a copy will be provided to the employee and the Union. When employees are placed on paid administrative leave, the Union will be notified verbally and an explanation will be provided in writing within twenty-four (24) hours.

Section 2. No employee shall be discharged or issued corrective action without just cause.

Section 3. Any dispute involving the administration of corrective action may be processed in accordance with the grievance and arbitration procedure set forth herein.

Section 4. The Employers/Hospitals have established a system of progressive corrective action measures that include:

- a. verbal warning (in writing);
- b. written warning;
- c. final written warning;
- d. discharge.

Section 5. It is understood that any of the above steps in progressive corrective action should be reviewed and may be repeated rather than progressing to the next step depending on the seriousness of the offense and time lapse between offenses. In cases of serious misconduct, the step may be accelerated in proportion to the seriousness of the offense.

Section 6. Counseling directed solely at work improvement will not be considered as corrective action.

Section 7. The documentation of current corrective action measures shall remain active for the purposes of progressive corrective action in the employee's personnel file for a period of six (6) months for verbal warnings, twelve (12) months for written warnings and eighteen (18) months for final written warnings and unpaid suspensions, after which time such corrective action shall expire.

Section 8. If no infraction or performance/behavior problem of the same or similar nature occurs within six (6) months for verbal warnings, twelve (12) months for written warnings or eighteen (18) months for final written warning and suspensions from the last imposition of corrective action, future corrective action measures for such infractions shall commence at the beginning of the corrective action process subject to Section 4. above.

Section 9. It is agreed to and understood by the parties that an employee with an active verbal warning (in writing) in their personnel file shall be considered as an eligible bidder on a new position or when applying for tuition assistance.

Section 10. An employee with an active written warning in their personnel file who has had no further corrective action within six (6) months of receipt of the written warning will be considered to be an eligible bidder on a new position or when applying for tuition assistance. An employee with an active final written warning or suspension in their personnel file, who has had no further corrective action within twelve (12)

months of receipt of the final written warning or suspension, will be considered to be an eligible bidder on a new position or when applying for tuition assistance.

Section 11. In cases where serious misconduct is alleged and an investigation is warranted, the employee will be placed on a fully paid administrative leave until the investigation has been completed. If as a result of the investigation, the Employer alleges that serious misconduct has occurred, the Employer will have the option to impose a suspension of up to two (2) days for extended shift employees and up to three (3) days for regular employees without pay as an alternative to termination.

Employees will not receive any applicable shift differentials while on paid administrative leave.

At the conclusion of the paid administrative leave, employees who are suspended, terminated or resign at the conclusion of paid administrative leave will not be paid any shift differentials. Employees who receive corrective action at a lesser level will receive all applicable shift differentials for the hours they were on paid administrative leave.

Section 12. The Employers/Hospitals will make every effort to issue corrective action as soon as possible. However, if any corrective action is issued later than twenty-eight (28) days after the date the infraction becomes known, the corrective action shall have an expiration date measured from the date of the infraction.

## **Article 10 Personnel Records**

Section 1. All non-probationary employees have the right, upon written request to the Human Resources representative, to examine and receive copies of documentation from their personnel record. Requests to review and print personnel records shall be reasonable as to frequency and volume. Such requests shall not be unreasonably denied.

Section 2. The employee shall have the right to respond in writing to any document in the record. Such response shall become part of the employee's personnel record.

Section 3. Employee records are the property of the Employers/Hospitals.

## **Article 11 Probationary Period**

Section 1. All employees shall be probationary for a period of ninety (90) calendar days following their date of hire inclusive of the orientation period. Periods of leaves of absence shall not be counted as days toward the completion of the probationary period.

Section 2. During the probationary period, the Employers/Hospitals may discipline or discharge a probationary employee without recourse to these Agreements.

Section 3. The probationary period may be extended by thirty (30) calendar days, at the Employers'/Hospitals' option, by giving notice of extension in writing to the employee and the Union, seven (7) days prior to the expiration of the ninety (90) day probationary period.

Section 4. After successful completion of the probationary period, employees shall have their seniority computed from their last date of hire.

Section 5. All employees that are re-hired within six (6) months shall not be subject to probation, provided they have previously completed the probationary period.

Section 6. All graduate nurses, as well as employees who transfer into a graduate nurse position, must pass the New York State Department of Health Professional Licensing Exam within six (6) months of the date of hire/transfer.

## **Article 12 Job Description**

Section 1. There shall be one (1) written job description for each job title, covering each position in the bargaining unit, which shall contain a description of duties, qualifications and requirements for the job, grade and responsibilities. The job description shall be reviewed with an employee during the orientation period and shall be provided to employees upon request. All job descriptions which are currently in place shall remain in effect unless the steps outlined in Section 2 below are followed.

Section 2. If an Employer/Hospital is considering a change(s) in an existing job description within the bargaining unit, the Employer/Hospital will provide the change(s) to the Union in writing thirty (30) days prior to the proposed implementation of the change(s) for the purpose of giving the Union an opportunity to discuss the change(s).

Section 3. The job qualifications from the job description will be utilized on the job postings. All job postings will be provided to the Union.

Section 4. Job postings will be posted with previous experience requirements waived with the understanding that the minimum/entry level qualifications will be included in the posting.

Section 5. Job postings that correspond with multi-tiered job descriptions will be posted with the experience tier waived. In the event the staff mix is inexperienced as determined by an Employer/Hospital, the Employer/Hospital will provide the Union with notice that it is necessary to post positions requiring experience. The Union may request a meeting to discuss a mutually agreeable solution. Mutual agreement will not be unreasonably denied. In addition, the issue of staff mix, as it is related to job postings, will be on the regular agenda of the Workload and Staffing Committee for each bargaining unit.

Section 6. It is agreed to and understood by the parties that job qualifications and requirements are not to be either created or changed for the purpose of excluding or favoring an individual employee.

Section 7. No changes shall be made to the rates of pay for current jobs without the mutual agreement between the Employers/Hospitals and the Union.

## **Article 13 Leave of Absence**

Section 1. A leave of absence without pay may be granted to all employees covered by these Agreements after twelve (12) months of continuous employment for the following reasons:

- a. compelling personal reasons;
- b. education purposes; or
- c. Union business.

Employees may not take a leave of absence to work in another capacity. A leave of absence or extension thereof will not be denied arbitrarily.



- Section 2. When an employee requests a leave of absence the following process will apply:
- a. An employee's application for a leave of absence must be made via telephone to the designated Third-Party Administrator (TPA) thirty (30) calendar days in advance of the leave, except in cases of emergency.
  - b. In cases of emergency, the employee shall contact their manager and IDM with an explanation as to the circumstances requiring emergency leave. The employee must then notify the TPA immediately to request leave. The leave will either be approved or not approved; the employee must complete the appropriate paperwork within seventy-two (72) hours of the time the leave is approved.
  - c. The employee's application must include the beginning and end dates of the leave with statement of the employee's intent to return to work.
  - d. IDM will contact the supervisor with a determination as to whether or not the employee meets the initial eligibility criteria and for recommendations on the approval or disapproval for a personal leave of absence only. IDM will review and issue final decisions in all leave applications.
  - e. The Employer/Hospital will respond in writing to applications for leave within five (5) business days. The notification to employees will include a request for medical certification if required, benefit program information and the return-to-work process. Notification in writing will be made to the employee's last known address of record. It is the employee's responsibility to maintain a current address with their Employer/Hospital.
  - f. Following approval, it is the employee's responsibility to arrange for coverage of any deductions usually taken for employee benefit programs and the full premium of health insurance. Failure to arrange those deductions in advance of the leave will be cause for the Employer/Hospital to terminate the benefits during the leave.
  - g. Requests for extensions of a leave of absence are required thirty (30) days in advance of the approved leaves end date.

The granting of a leave of absence will protect the employees hire date for all purposes for which a hire date is used.

- Section 3. When an employee is preparing to return from a leave of absence, the following process will apply:
- a. An employee returning from a leave of absence should contact their department head and IDM within seven (7) calendar days prior to the expected return to work date to determine whether a suitable position is available.
  - b. The employee will obtain medical clearance from Associate Health prior to returning to work if the leave of absence is greater than thirty (30) days. Such medical clearance shall be at no cost to the employee.
  - c. If an employee returns from a personal or educational leave of absence within sixty (60) days from the effective date of the leave, then they will be returned to their original position.
  - d. If an employee returns from a personal or educational leave of absence after sixty (60) days from the effective date of the leave, then they will be returned to a position of equal pay,



category and shift, if their original position is not available. Every reasonable effort will be made for an employee to return to the position held when the leave began.

- e. Temporary positions may be established until permanent vacancies become available on a shift. Employees returning from leave of absence placed in such temporary positions shall be transferred to permanent positions as they arise, without need to post such vacancies. If there is no such position, the employee would then be placed on layoff status. It is understood that once an employee is on layoff status, that employee will be entitled to all recall rights outlined in their respective Layoff and Recall Article. Employees on educational leave shall not be allowed to bump.

Section 4. Failure to return to work on the first work day following expiration of a leave of absence or an extension thereof, will be considered as a voluntary termination of employment, except in instances when the expiration date of an approved leave of absence falls within a period for which the employee is receiving New York State Disability benefits and has followed the process outlined in CT Article 20, Disability and Workers' Compensation, for receiving those benefits. The Employer/Hospital will send a letter to the employee ten (10) days before the leave is set to expire, notifying such employee of their return-to-work date.

Section 5. Personal Leave:

- a. Personal leave of absence shall not exceed six (6) months in duration. Employees may request a three (3) month extension before the end of the initial period of leave of absence. A request for a leave of absence extension will not be unreasonably denied. Personal leaves of absence shall not be granted for less than seven (7) calendar days and shall be granted for the following reasons:
  - 1. paternity;
  - 2. child care – granted for that period after delivery, during which the employee is no longer disabled;
  - 3. care of an adopted or foster child by employee(s); or
  - 4. to provide care in the event of an illness or injury of an immediate family member or significant other.
- b. It is understood by the parties that requests for a personal leave of absence, other than the reasons listed above, may be requested. Such requests will not be unreasonably denied.

Section 6. Educational Leave:

- a. The Employers/Hospitals may grant an employee an educational leave of absence for up to one (1) year where such leave is related to Employers/Hospitals business, or qualifying an employee for opportunities and advancement within the Employers/Hospitals.
- b. Employees on an educational leave shall suffer no loss of seniority, but shall not accumulate additional seniority while on such leave.

Section 7. Union Business:

- a. A leave for Union business of up to twelve (12) months shall be granted upon written request from the Union. Such leaves shall be extended for additional periods of twelve (12) months without limitation upon request of the Union. Such leaves shall be limited to no more than five (5) individuals per bargaining unit at any one time. No more than one (1)

employee from each Department/Clinical Unit may take a leave of absence for Union business at any one time.

- b. The Union leaves shall be without pay; however, employees shall continue to accumulate seniority and shall continue to receive pension benefits under the same employment status as prior to the leave. Date of hire or time spent in the job title held upon the granting of such leave, plus all leave time, shall determine rate of pay for salary and determination of pension benefits at the end of such leaves. Date of hire shall be preserved for all purposes. Employees may continue to participate in all group health insurance plans at the employee's expense and may continue to participate in all other employee benefit programs under the same terms as prior to the leave.

As it relates to pension benefits, no later than February 1 of each year, the Union will provide the Employers/Hospitals with an excel spreadsheet showing the prior year's actual hours worked and wages paid as union time. If the employee's earnings from the Union are equal to or greater than the total of the employee's excused hours multiplied by the employee hourly rate, then the total of the excused hours times the hourly rate will be used, combined with the W-2 earnings from the Employer, to get the total earnings for pension accrual.

- c. An employee who is returning from a Union leave under this section, shall return to their previous position if the leave is for six (6) months or less. If the leave is for six (6) months and the employee's previous position is not vacant, such employee shall be placed by layoff and recall.

## **Article 14 Military Leave**

Section 1. Leaves of absence shall be granted to all employees entering active duty of the Armed Forces of the United States and those who are absent for the purpose of performing training duty or emergency service in the Armed Forces. Re-Employment rights shall be in accordance with the requirements of the Uniformed Services Employment and Re-Employment Act of 1994, as amended from time to time, and/or regulations issued thereunder.

Section 2. Any employee who is engaged in military service, who enlists or is called to duty should submit a leave application for a leave of absence via telephone to the designated Third-Party Administrator thirty (30) calendar days prior to the leave effective date, or as soon as notified of upcoming military service. Military orders must be provided to management to verify the need for a military leave of absence. The request must include a statement of intent to return to work. The employee will be placed on a leave of absence to cover the time away in service, provided the total leave of absence does not exceed a five (5) year period from the effective beginning date of the leave.

Section 3. Eligible service includes voluntary or involuntary service in one of the military branches of the armed forces of the United States, including:

- a. active duty;
- b. active duty for training;
- c. initial active duty for training;
- d. inactive duty for training purposes; and
- e. full-time National Guard duty.

Branches of the military service include:

- a. Army, Navy, Marine Corps, Air Force, Coast Guard;
- b. Reserve service in Army, Navy, Marine Corps, Air Force or Coast Guard;
- c. Army National Guard or Air National Guard;
- d. The Commissioned Corps of the Public Health Service; and
- e. Any other designation issued by the President in time of national emergency or war.

Section 4. An employee ordered to annual active-duty training or active duty with the National Guard or Reserve for two (2) weeks or more and who loses time from work as a result will be paid the difference between their regular basic rate of pay with their Employer/Hospital and their lower military pay for up to ten (10) work days in a calendar year. The employee on military leave will be required to submit to human resources a statement of military earnings to receive reimbursement for the differential. Reimbursement will be paid by the payroll department in the employee's regular bi-weekly pay within two (2) pay periods following submission of the military earnings statement. Absence from work for inactive duty or for examinations to determine fitness for duty will not be eligible for the military differential. An employee who elects to use paid time off during the leave will not receive a military differential. Part-time employees will be eligible for the military differential based on their regularly scheduled bi-weekly hours.

Section 5. Regular employees entering active duty in the Armed Forces of the United States will be given the opportunity to utilize paid time off to which they are entitled under the terms of this contract. If such employees do not elect to take their paid time off before leaving, they will be given the option to be paid out any unused PTO time.

Section 6. Employees who enter the service receive military health care benefits automatically, and can enroll their dependents in separate health insurance plans for dependents (CHAMPUS) if they are called to serve for at least thirty-one (31) days. However, they also may want to continue their health coverage. Employees on military leave and their dependents can receive continuation coverage in their health plan for up to eighteen (18) months under COBRA. If the employee elects to cease medical coverage, the employee will need to re-enroll in order for the coverage, under the same prior cost sharing arrangements, to be reinstated when the employee returns to work. However, if the employee's period of military service is thirty-one (31) days or less, the employee would be entitled to continue their medical coverage under the same cost sharing arrangements as prior to the leave. Employees should contact Human Resources to make the necessary arrangements.

Section 7. Employees returning to work from a military leave are required to be seen by the Employee Health Services provided for clearance to return to work within seventy-two (72) hours of the actual anticipated return for leaves in excess of thirty (30) calendar days.

Section 8. For computation of pension benefits for a service member returning to their employment after a period of military service; compensation for the period of military leave is defined as compensation computed at a rate which the employee would have been earning if the employee had not taken a leave.

Section 9. Should there be any inconsistency between this Article and Federal, State or Local laws, then such laws will govern.

## **Article 15**

### **Jury Duty**

Section 1. All full-time and part-time employees who are required to serve on jury duty shall be excused from their work schedule for a maximum of thirty (30) days served as a juror. Employees shall be

paid for time spent on jury duty in full, for days of jury service which fall on scheduled work days. Employees are required to notify the court that the Employer pays all hours missed.

Section 2. Employees will notify their immediate supervisor upon receipt of the jury duty notice.

Section 3. For scheduling purposes:

- a. day and evening shift employees will not be expected to work on the date they are required to serve (time actually spent on jury duty);
- b. night shift employees will not be required to work both the night before and the night of serving on jury duty;
- c. employees may, if necessary, opt to have a work shift rescheduled, or use paid time off to make their paycheck whole; and
- d. employees who serve on jury duty or work for a combination of five (5) days, Monday through Friday, will not be scheduled to work on the weekend.

The table below includes, but is not limited to examples of how jury duty will be paid and time will be excused. Any circumstances outside of those listed below will be reviewed and not be unreasonably denied.

	8/10/10.5 hour shift	12/13 hour shift
<p>Case 1 – Day Shift Employee on jury duty service on scheduled day of work. Including but not limited to the examples of 3a-3p, 7a-3p, 7a-7p, 9a-5p, 7a-5:30p</p>	Employee paid 7.5 or up to 10 hours of jury duty pay and excused from work on day of jury duty service	Employee paid 11.5/12.5 hours of jury duty pay and excused from work on day of jury duty service
<p>Case 2 – Evening Shift Employee on the schedule the night before jury duty service including but not limited to 11a-11p, 3p-11p, 12p-8p, 1p-9p, 2p-10p, 9a-7:30, 10:30a-9p, 9a-9p</p>	Employee works normal shift	n/a
<p>Case 3 – Evening Shift Employee on the schedule the evening of jury duty service, including but not limited to 11a-11p, 3p-11p, 12p-8p, 1p-9p, 2p-10p, 9a-7:30p, 10:30-9p, 9a-9p</p>	Employee paid jury duty pay for hours scheduled on the evening of jury duty service.	n/a
<p>Case 4 – Night Shift Employee on the schedule the night before jury duty service and not scheduled the night of jury duty service. 3a-3p employees will not be scheduled the night before past 11p</p>	Employee paid up to 7.5 hours/ or up to 10 hours of jury duty pay and excused from work on night prior to jury duty service (starting at 11pm)	<p>7p-7a or 5p – 6a– Employee works or takes PTO from 5p -11p or 7p-11p and received 5.5 or /7.5 hours jury duty pay from 11p-7a.</p> <p>3p-3a – Employee works from 3p-11p and receives jury duty pay from 11p-3a (4 hours)</p> <p>11p-11a – Employee is excused from work and paid 11.5 hours jury duty pay for night prior to jury duty services</p>
<p>Case 5 – Night Shift Employee on the schedule the night before jury duty service and the night of jury duty service</p>	<p>Employee paid up to 7.5/or up to 10 hours of jury duty pay and excused from work on the night prior to jury duty service (starting at 11p).</p> <p>Employee paid up to 7.5/or up to 10 hours of jury duty pay and excused from work on the night of jury duty service</p>	<p>7p-7a – Employee works or takes PTO from 7p-11p and received 7.5 hours jury duty pay from 11p-7a for night prior to jury duty service. Employee receives jury duty pay of 11.5/12.5 hours for night of jury duty service.</p> <p>3p-3a – Employee works from 3p-11p and receives jury duty pay from 11p-3a (4 hours). Employee receives 11.5/12.5 hours for the night of jury duty service.</p> <p>11p-11a – Employee is excused from work and paid 11.5/12.5 hours jury duty pay for night prior to jury duty services. Employee is paid jury duty pay for 11p-7a for night of jury duty service and works or takes PTO for 7a-11a the day following jury duty service.</p>

Section 4. Time spent on jury duty shall be counted as time worked for the days the employee was scheduled to work and for all other purposes.

Section 5. When an employee is on call for jury duty, the employee shall report to work on any day they are not required to report for jury duty. Further, if the employee is a day shift employee and is released from jury duty in the first two (2) hours of their otherwise scheduled shift starting time, the employee shall contact their Employer to see if they are needed for a work assignment and shall report to work, if required.

Section 6. If a per diem is called for jury duty on a day that they are scheduled to work in the hospital, the employee will be granted the time off as per Section 3, to fulfill the jury duty responsibility and will be entitled to make up the shift, in the current time block, at the employee's request.

Section 7. Employees are required to provide payroll with a copy of documentation from the court indicating the dates of service.

## **Article 16 Bereavement Leave**

Section 1. All full-time and part-time employees will be excused from work with pay for three (3) scheduled work days during the period of bereavement, including the funeral or memorial service. Up to five (5) calendar days of additional unpaid personal leave or PTO time may be granted where extenuating circumstances exist. Such request for additional days will not be unreasonably denied.

Section 2. This leave may be exercised in conjunction with the death of a spouse, child, step- parent, step-child, brother, step-brother, sister, step-sister, parent, legal guardian, grandparent, grandchild, mother-in-law, father-in-law, life partner, and person who takes the place of a parent.

Section 3. One (1) day off with pay, under the same conditions as above, will be provided in the event of a death of a brother-in-law or sister-in-law, daughter-in-law or son-in-law or spouse's grandparents. Additional time off without pay or available PTO may be requested and will not be unreasonably denied.

Section 4. Paid bereavement time off, as provided for under this Article, will not be charged against an employee's PTO balance. An employee may however, take accrued, unused paid time off to extend their bereavement leave.

Section 5. Payment for each day of bereavement leave under Sections 1. and 3. above will be equivalent to the regular hours that the employee was scheduled to work.

Section 6. Probationary employees shall be granted leave without pay upon request, in the event of a death in the family as covered in Sections 1. and 3. above.

Section 7. An employee covered by this article that is on an approved Family Medical Leave, New York State Paid Family Leave, or a Personal Leave of Absence granted to provide care for an individual, as defined by the Family Medical Leave Act, and the person for whom the leave was granted to provide care passes away, the employee will be eligible to receive bereavement leave in accordance with this article beginning with the date of death.

Section 8. In the event a family member is not defined in Section 2. or 3. above, the Employer/Hospital and employee may mutually arrange coverage for the absence on the day of the funeral. The employee shall use available PTO. If the employee lacks available PTO, the absence may be granted without pay. Such absence shall not be counted as an absence as part of the Attendance and Tardiness program.

## **Article 17**

### **Hospital Discounts**

Section 1. The Employers'/Hospitals' Discount Program will apply to all full-time employees, part-time employees, flexible employees, weekend employees, per diem employees, retirees, and laid-off employees, their spouses, and eligible dependents that meet the following criteria:

- a. eligible dependents as defined above must be covered by medical insurance through the Employers'/Hospitals or any other source and considered eligible participants under the employee's medical insurance plan; or
- b. eligible dependents as defined above, not covered by medical insurance must qualify as dependents for federal income tax purposes.

Section 2. Discounts apply to employees and their eligible dependents, as defined in Section 1. above, as follows:

- a. inpatient deductible will be one hundred percent (100%) to a maximum of \$250.00 per occurrence;
- b. hospital billed coverage (including outpatient procedures) will have co-payments of up to fifteen dollars (\$15.00) waived, and a fifty percent (50%) discount on the balance of the co-payment in excess of fifteen dollars (\$15.00) will be applied;
- c. outpatient services (non-covered) will have a discount of fifty percent (50%);
- d. for all employees covered by these Agreements, Emergency Department visits will have fifty percent (50%) of ED co-pay waived, up to a discounted maximum of twenty-five dollars (\$25);
- e. at St. Joseph Campus, Emergency Department visits for eligible St. Joseph Campus employees will have one hundred percent (100%) of ED co-pay waived; Spouses and child dependents will have fifty percent (50%) of ED co-pay waived;
- f. private room discount (subject to availability) will be one hundred percent (100%) for the employee, spouse, and dependents.

Section 3. Discounts apply to authorized services only. Discounts do not apply to charges in excess of medical plan limits, cosmetic surgery, any dental work including orthodontia or dentures, experimental techniques, medical devices, and durable medical equipment.

Section 4. The discounts referenced in this article are applicable at any Catholic Health System (CHS) hospital or outpatient facility.

Section 5. Discounts and waivers will not be applied to co-payments, deductibles, or private room discounts for Medicare, Medicaid or any other federally funded beneficiaries.

Section 6. Federal regulations prohibit transactions that could be construed as inducing a referral, or which could result in increased cost to the government under its programs. Therefore, the Employers'/Hospitals' employees are prohibited from accepting professional fee waivers and discounts from physicians or other healthcare providers that are in excess of any waiver or discount offered to the general public.

Section 7. Discounts for inpatient deductibles and outpatient co-pays will be reimbursed for services not provided at Catholic Health facilities, including but not limited to, pediatric care, trauma care and oncology.



Section 8. To receive the benefits outlined under this Article, eligible employees must complete the “Catholic Health Facility Discount Form” and FAX or mail the form to the Revenue Management Center for processing.

### **Article 18 Life Insurance**

Section 1. All full-time, part-time and flexible employees, who complete their probationary period, are eligible for one hundred percent (100%) Employer paid group life insurance in an amount equal to one time their basic annual earnings to the nearest one thousand dollars (\$1,000.00).

Section 2. In addition to the group life insurance outlined in Section 1., all full-time, part-time employees and flexible employees are eligible for one hundred percent (100%) employer paid Accidental Death and Dismemberment Insurance in an amount equal to one time their annual earnings to the nearest one thousand dollars (\$1,000.00).

Section 3. For purposes of calculating the annual benefit amount for the benefits outlined in Section 1. and 2. above, the calculation for each eligible employee shall be based upon the employees' regularly scheduled hours and wage rate as of the first (1<sup>st</sup>) of the month following the date of change. Minimum benefit amount shall be equal to ten thousand dollars (\$10,000.00).

Section 4. The Employers/Hospitals will continue to offer voluntary optional life insurance to employees who meet plan eligibility requirements. The premiums for such coverage shall be paid by the employee.

Section 5. Employees who terminate their employment with the Employers/Hospitals, may elect to convert their group life insurance coverage to an individual policy as provided by the carrier, based on the terms and conditions of the policy within thirty-one (31) days of termination. The former employee is fully responsible for the associated premiums.

### **Article 19 Long Term Disability Insurance (LTDI)**

Section 1. All full-time and part-time employees will be eligible to participate in the voluntary long-term disability insurance program according to the terms and conditions offered by the Employers/Hospitals. The premiums of such program will be paid one hundred percent (100%) by the employees.

Section 2. The calculation for LTDI shall be based upon the employee's regularly scheduled hours and the wage rate as of the first (1<sup>st</sup>) of the month following the implementation of a new wage rate.

### **Article 20 Disability and Workers' Compensation**

Section 1. Time off the job for absences related to an illness or injury will be granted by the Employer(s)/Hospital(s) upon completion of the appropriate form accompanied by documentation from the employee's personal physician, which confirms that the employee's medical condition prevents them from performing their job. In situations where an employee, because of an unexpected medical condition, is unable to complete the proper form and furnish the appropriate documentation in advance, a disability leave request will be accepted upon notice. Documentation from the employee's physician shall normally be provided within three (3) weeks or as soon as available.



Employees are required to apply for NYS Disability by notification to the Integrated Disability Management (IDM) office and the TPA on record, once they are aware that they will be disabled for seven (7) or more days.

Employees are required to have an Incident Report on record with the Integrated Disability Management (IDM) office for any requests for occupational injury or illness. All claims for Workers' Compensation (medical and/or lost time) will be made through the IDM office to ensure notice to the carrier of record.

Section 2. Time off the job for an illness or injury shall not exceed eighteen (18) consecutive months. Returning to work on Transitional Duty, (under CT Article 21) shall not constitute a break in the consecutive months, except as stated in CT Article 21 Section 7, Transitional Duty. There will be no loss of seniority while an employee is on disability or workers' compensation leave.

Section 3. Employees on disability or workers' compensation shall continue to receive life insurance benefits at no cost to the employee and shall continue to receive health insurance benefits on the same basis as prior to the leave until the expiration of any paid leave time or for a period of twelve (12) months, whichever is shorter. Thereafter, the employee may continue to participate in group health insurance at their own expense (COBRA).

Section 4. An employee returning from disability or workers' compensation shall contact IDM at least seven (7) calendar days prior to the expected return date. The notice period shall be reduced when an employee is released by their physician on short notice.

Section 5. Employees may return to work prior to the scheduled expiration date of their leave after complying with the notification requirements and upon clearance to return by Associate Health, producing medical attestation if applicable.

Section 6. The Employer(s)/Hospital(s) may require an employee returning from a disability or workers' compensation leave to submit to a medical examination, at no expense to the employee, before returning to work. Should there be a difference of medical opinion between the employee's physician and the Employer(s)/Hospital(s) physician regarding the ability of the employee to return to work, a third medical opinion shall be solicited from a physician chosen by the mutual agreement of the employee's physician and the Employer(s)/Hospital(s) physician. The cost of the additional examination shall be borne by the Employer(s)/Hospital(s).

Section 7. Employees returning from disability or workers' compensation leave shall be placed in a position as follows:

- a. If an employee returns within six (6) months from the effective date of the leave, such employee shall be returned to the position held prior to the effective date of the leave.
- b. If the employee returns after six (6) months from the effective date of the leave, such employee shall be returned to the position held prior to the effective date of the leave, if available.
- c. If the employee's position is not available, efforts will be made to return the employee to a position of equal pay, category, and shift.
- d. Temporary positions may be established until regular vacancies become available on a shift.
- e. Layoff and recall procedures of these Agreements shall be followed if a position is not available.
- f. If an employee returns after twelve (12) months from the effective date of the leave, such employee shall be placed according to the layoff and recall provision of these Agreements, except that they shall not be entitled to bump.

- g. If the employee has not returned within five (5) months and it is uncertain whether the employee will be able to return at the end of the six (6) months, the job shall be posted on a contingency basis. Should the employee not return after six (6) months, the contingency posting may be filled.
- h. An employee's job may be posted on a non-contingency basis prior to the end of the six (6) months if the employee, in consultation with their physician and the Union, determines that they will not be able to return to work prior to the end of six (6) months.
- i. In any circumstance that an employee's job is being posted, the employee shall be notified at least fourteen (14) days in advance of the posting.

Section 8. After the expiration of eighteen (18) consecutive months provided in Section 2. Above, seniority and employment shall terminate in accordance with the employee's respective Seniority Article.

Section 9. Employees collecting disability or workers' compensation payments, for lost time as a result of an occupational or non-occupational injury or illness, may be routinely requested to be evaluated by an Associate Health provider, but not more frequently than once every thirty (30) calendar days.

## **Article 21 Transitional Duty Program**

Section 1. A return-to-work program has been established and shall be available for those employees who become physically unable to perform the full scope of their current job for a specified amount of time due to an occupational or non-occupational illness or injury. It is understood, that employees shall not be put into a transitional duty position unless there is reasonable expectation the employee will be able to return to their former position without restrictions at the end of the transitional duty assignment.

Section 2. If an employee's attending physician and the Associate Health Service provider agree that the employee can be placed in a transitional duty assignment, the following procedure shall be applied:

- a. The Employee shall request a transitional duty assignment through IDM.
- b. Based on the medical documentation provided, the Employer/Hospital may request a return to work physical and the employee must comply.
- c. The Associate Health Service provider will perform the return to work physical, the purpose of which is to determine the appropriateness for placement of the employee into transitional duty or full duty.
- d. Each department, in conjunction with Integrated Disability Management and the Human Resource Department, will evaluate and determine the work available that will be considered appropriate for transitional duty. An employee who is classified for transitional duty work will be provided such work, which is suitable to their physical condition when it is available. If a transitional duty assignment is not available in the employee's department, an assignment within their bargaining unit will be provided if available. If a transitional duty assignment is not available within their bargaining unit, the employee will have the option of accepting a suitable position outside of their bargaining unit, if available.
- e. The initial assignment of transitional duty will be for a period not to exceed six (6) weeks and renewable for a second period not to exceed six (6) weeks, based on medical evaluation from the employee's attending physician and the Associate Health Service provider.
- f. Assignment to a transitional duty position will be at the employee's current rate of pay, category of employment, and in their former shift. The employee and the Employer/Hospital may mutually agree to waive the shift requirement.

- g. It is understood that an employee's restriction may require that they work less hours than the normal category of employment requirements. In that instance, the category of employment requirements will be waived. If an employee works in a transitional duty capacity and disability or workers' compensation payments are reduced or eliminated, the employee will be entitled to banked time from their ESLB to ensure a full pay check. If the employee has exhausted their Extended Sick Leave Bank, they may elect to use Paid Time Off for the remaining hours.
- h. The Employer/Hospital shall provide minimum of two (2) days written notice to the employee of the requirement to return to work for those employees who have been off work from fourteen (14) to forty-nine (49) calendar days and five (5) days written notice for those employees who have been off work fifty (50) calendar days or longer. It is understood that the written notice may be personally given to the employee.
- i. If an employee is classified for transitional duty and the work assignment is made, suitable to their physical condition, skill and qualification, that employee must report to work in that position. If the employee elects to decline a transitional duty position, ESL payments from the employee's bank will be discontinued.
- j. Regardless of the work assignment all benefits and provisions of the employee's collective bargaining agreement will apply.

Section 3. In a situation where an employee is not off from work due to a disability but would benefit by being placed in a transitional duty position, the Employer (Associate Health Service) and the Union will confer on a case-by-case basis.

Section 4. If there is disagreement between the employee's attending physician and the Associate Health Service Provider in regard to capacity to return to work, an independent medical exam may be ordered by the insurance carrier, the results of which will be the determining factor for return to work. Such exam shall be paid for by the Employer(s)/Hospital(s).

Section 5. An employee on transitional duty will not be counted as staff unless the employee is working on their unit and is performing a majority of their work assignment as mutually agreed to by the Employer/Hospital and the Union.

Section 6. A review of transitional duty positions/opportunities will become a regular agenda item at the Health and Safety Committee and/or Workload and Staffing Committee.

Section 7. Time worked on Transitional Duty shall count as a return to work for the purposes of CT Article 20, Disabilities and Workers' Compensation, only for employees being counted as staff as described in Section 5. above.

## **Article 22 Bulletin Boards**

Section 1. The Employers/Hospitals shall provide a glass enclosed bulletin board for the posting of official Union business in a mutually agreed to, clearly visible location.

Section 2. All units/departments shall have bulletin boards and shall be mounted in a mutually agreeable location. For any new bulletin boards, the Union will be responsible for providing and the Hospitals will mount.

Section 3. A bulletin board in a clearly visible location shall be provided for the Union's use in each off-site facility where represented employees are assigned.

Section 4. The specific size and location of each bulletin board in Section 2. and 3. shall be mutually agreed upon.

Section 5. The Union will provide Human Resources with an advance copy of all official Union business postings.

Section 6. Bulletin boards shall be used for factual and non-controversial materials.

### **Article 23 Bargaining Unit Work**

Section 1. Non-bargaining unit personnel (except Agency employees as discussed in CT Article 30, Agency Personnel) shall not perform bargaining unit work except in the following situations:

- a. in emergencies where undue delay would jeopardize a patient's life or in emergencies where patient care would be compromised;
- b. to maintain minimum certification;
- c. to cover unscheduled absences where all attempts at using bargaining unit employees have failed to fill the position including voluntary overtime, use of per diem employees and offers of extra time to full and part-time employees;
- d. to instruct and supervise employees with specific practice problems;
- e. to cover vacancies, which are in the process of being filled and after all attempts to use bargaining unit employees to fill the position have failed including voluntary overtime, use of per diem employees and offers of extra time to full and part-time employees;
- f. bargaining unit work performed on an incidental, casual, isolated, or sporadic basis.
- g. when existing bargaining unit employees lack newly required specialized skills necessary to perform bargaining unit work. If it is determined that there is an ongoing need for the specialized skills, bargaining unit employees will assist in order to be trained to do such work.

### **Article 24 Contracting Out Work**

Section 1. Contracting out of work, which is normally and customarily performed by the bargaining unit shall be subject to the following:

- a. Contracting out work is defined as the use of another employer to perform the work as described above.
- b. The Employer(s) will not contract out bargaining unit work if such contracting out will cause, currently and directly, layoffs from employment with Employer, part-timing of present employees, or any reduction in regular hours of work except as set forth in section 2 below.
- c. The Employer will not use independent contracts and/or agency employees to permanently fill vacant positions in the bargaining unit. While such persons are in use, the Employer will actively recruit to fill the position.

Section 2. The Employer(s)/Hospital(s) may contract out bargaining unit work when it is cost prohibitive to maintain, upgrade and/or purchase equipment, which when utilized would be considered

bargaining unit work, and the Employer(s) desires to utilize an independent contractor to perform bargaining unit work.

Section 3. The Employer(s)' determination to contract out work will not be arbitrary or without consideration of alternatives. In the situations set forth in #2 above, the Employer will agree that:

- a. the Union will be provided with six (6) months advance notice prior to the proposed implementation date;
- b. provide an explanation of the proposed action, when it is proposed to take place and identification of the affected jobs/positions.
- c. any employee whose position is affected by the contracting out will be offered positions and other benefits as outlined in their respective Layoff and Recall article.
- d. on the job retraining will be provided to affected employees at no cost to the employee which will aid the employee in meeting the minimum requirements of an equitable job title;
- e. affected employees will be offered outplacement service from an outplacement agency identified by the Hospital, for a period of thirty (30) days following a layoff at no cost to the employee;
- f. any employee impacted by this section who has achieved fifty (50) years of age or older and twenty (20) or more years of service will be offered an early retirement option under the benefit formula of the plan, upon acceptance of their layoff, and completion of any severance payments, subject to the early retirement reduction factors identified in the collective bargaining agreement and the retirement documents; and
- g. affected employees will be offered severance payments at the rate of one (1) week's pay for every year of employment with the Employer up to a maximum of ten (10) weeks.

Section 4. In the event the Employer decides to contract out work that is normally and customarily performed by the bargaining unit, but will not result in layoffs, part-timing, or reduction of regular hours, the Employer will notify the Union of their intent sixty (60) days prior to the proposed implementation date and provide an explanation of the proposed action, when it is proposed to take place and identification of the affected jobs/positions.

## **Article 25 Management Rights**

Section 1. Except to the extent expressly abridged by a specific provision of these Agreements, the Employers/Hospitals reserve and retain, solely and exclusively, all of their rights to manage their business in an efficient and orderly manner. These rights include, but are not limited to, the right to hire, to promote and demote, to layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons. The Employers/Hospitals maintain the right to maintain, change or discontinue the hours of work; to establish work schedules and assignments and to make changes therein; and to make and enforce reasonable rules and regulations.

Section 2. The Employers/Hospitals maintain the right to decide the number and location of their business and service operations, the business and service operations conducted and rendered, the method, process and means used in operating their business and service, and to control buildings, real estate, materials, parts, tools, machinery, and all equipment which may be used in the operations of their business and supplying services. The Employers/Hospitals also maintain the right to determine whether, and to what extent, their business and operations will continue or be discontinued, temporarily or permanently, in whole or in part.

Section 3. It is recognized that the foregoing rights as stated within this section are not all inclusive, but indicate the types and matters or rights, which are inherent to the Employers/Hospitals.

**Article 26**  
**No Strike – No Lockout**

Section 1. The Union, its officials, affiliates, and members and each employee/member, individually and collectively, agree that they will not directly or indirectly call, authorize, sanction, or take part in any unauthorized work slowdown, work stoppage, and/or strike action (sympathy or otherwise) while these Agreements are in effect.

Section 2. The Union, its officers, agents and representatives, shall refuse to aid or assist in any way, employees participating in any of the foregoing prohibited practices, and shall, in good faith, use reasonable efforts to have such practices terminated.

Section 3. Participation in any of the activities referred to in Section 1. above may result in corrective action.

Section 4. The Employers/Hospitals agree that they shall not take action during the term of these Agreements which would constitute a lockout of employees in the unit covered by these Agreements.

**Article 27**  
**Successorship**

These Agreements shall be binding upon the parties hereto, their successors and assigns. In the event the Employers’/Hospitals’ facilities are sold or assigned, the Employers/Hospitals will give notice to the purchaser or assignee of the existence of, and operations covered by these Agreements. The Employers/Hospitals agree not to sell or assign their facilities without expressly providing in the contract of sale or assignment that the purchaser or assignee shall be bound by all of the obligations encompassed by the Collective Bargaining Agreements.

**Article 28**  
**Savings Clause**

In the event a court of competent jurisdiction finds that a federal or state law, rule, or regulation, or Executive Order conflicts with the provisions of the Agreements, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreements shall continue in full force and effect and the parties will meet to negotiate regarding that portion(s) of the Agreement(s) which has been held invalid.

**Article 29**  
**Travel**

Section 1. Employees who are required to travel in their personal vehicle, in the performance of routine duties, or between sites within a scheduled shift will be fully reimbursed for:

- a. parking;
- b. tolls; and
- c. automobile mileage at the existing IRS rate.

**Article 30**  
**Agency Personnel**

- Section 1. Agency personnel may be used when:
- a. all reasonable attempts to fill the position have failed including voluntary overtime, any applicable bonus payment, use of per diem employees, offering extra time to full and part time employees.
  - b. there is an open position for which the Employer(s)/Hospital(s) have posted a vacancy and are actively recruiting.
  - c. There is an extended leave of absence and all reasonable attempts to fill the vacancy as outlined in a. above have been exhausted.
  - d. The Hospital(s) must prepare for planned short term occurrences; including but not limited to a surge plan (example – flu season).

Section 2. Agency employees will work the hours and shifts of the posted positions with the following exceptions:

- a. There is a need to rotate the agency employee to evenings/nights.
- b. The Employer(s)/Hospital(s) and Union mutually agree to rotate an agency employee to days. Mutual agreement shall not be unreasonably denied.
- c. The agency employee agrees to swap shifts with a member of the bargaining unit.
- d. If there is a day/evening position posted, the agency employee will fall into the off shift.

Section 3. Agency personnel will not be assigned to precept new employees (except at Our Lady of Victory). The Employers will make every effort to not assign Agency personnel to charge.

Section 4. On a monthly basis, the Employers/Hospitals and the Union shall review the use of Agency personnel.

**Article 31**  
**Employee Assistance Program (EAP)**

Section 1. The current Employee Assistance Program shall be maintained. If the EAP provider is changed, the Union will be given thirty (30) days' notice and given the opportunity to meet the new provider.

Section 2. The parties agree to meet to discuss improvements in the program including improved services and availability.

Section 3. EAP must be offered to every employee who is counseled, given a Performance Improvement Plan, or given Corrective Action.

Section 4. Employees can utilize the EAP program for up to thirty (30) days following the termination of employment with the Employers/Hospitals.

**Article 32**  
**Students – Registered Nurse**

Section 1. Employees are responsible for the care of their patients unless formally handed off to a student who is under the direct supervision of an instructor. When instructors are present, they are



responsible for their students. In the case of Dedicated Education Unit (DEU) students/interns, employees are responsible for delegating to, and supervising, students/interns appropriately. Nurses on the DEU who are responsible for delegating to, and supervising students/interns, shall receive preceptor pay as set forth in CT Article 58, RN Salaries, while responsible for such students.

Section 2. In the event of an alteration from the standard of care by a student, the employee shall intervene in the care of the patient and report such to the manager/supervisor and the instructor. Employees may assist students in the learning process when able, not to the detriment of their patient care responsibilities.

**Article 33**  
**Students – Technical / Service / Clerical**

Section 1. Employees are responsible for the care of their patients unless formally handed off to a student who is under the direct supervision of an instructor. When instructors are present, they are responsible for their students. Employees who are responsible for delegating to and supervising students, shall receive preceptor pay as set forth in CT Articles 55, 56, 57, Salaries, while responsible for such students.

Section 2. In the event of an alteration from the standard of care, by a student, the employee shall intervene in the care of the patient and report such to the instructor. Employees may assist students in the learning process when able, not to the detriment of their patient care responsibilities.

**Article 34**  
**Union Printing**

At the time the contract is printed, each party will order the number of contracts to be printed for their use and will be responsible for their own cost of printing of the final agreed upon contract.

**Article 35**  
**Attendance and Tardiness**

To ensure fair, impartial, equitable and consistent treatment for all employees, an attendance and tardiness policy has been developed. The main objective of this policy is to improve overall attendance and punctuality in a constructive manner. Reducing absenteeism and tardiness will decrease unnecessary costs, increase efficiency and contribute toward higher standards of quality patient care.

**PROCEDURE:**

1. Employees are expected and required to be in regular attendance and be prepared to commence work activities at designated work locations, days and assigned hours. Employees are also expected to remain at work for the entire period, excluding rest and meal periods. Late arrival, early departure and other personal absences are disruptive and should be avoided whenever possible.

2. The policy of the Employers is to make a fair and reasonable allowance for employees' absences, recognizing that a reasonable amount of absence due to bona fide sickness or emergency situations is often beyond the control of the employee. Conversely, our Hospitals and their patients are entitled to a reasonable degree of regularity in the attention of our employees to their responsibilities.

3. The Employers have established and/or recognize a number of programs to provide for both regularly scheduled time off from work, and for certain other types of absences which may reasonably be expected to occur. The absences related to the programs below are not applicable under this policy, provided



the absence meets the requirement for proper notification, prior approval, documentation and/or eligibility as set forth in this policy or in the applicable programs noted. These programs are:

- a. Scheduled Paid Time Off (PTO);
- b. Approved Leave of Absence pursuant to applicable hospital policy or collective bargaining agreements;
- c. Absences associated with workers' compensation claims;
- d. Excused absence with pay for bereavement, jury duty, and military service;
- e. Low census days/lack of work (e.g., down staffing);
- f. Holiday;
- g. Emergency conditions, as determined by the Hospital, caused by natural disasters (i.e., snowstorm, flood, etc.);
- h. Absences covered by the Family & Medical Leave Act or New York State Paid Family Leave (NYS PFL);
- i. Absences associated with New York State (NYS) Disability;
- j. Employee is confined as an inpatient in a hospital;
- k. Outpatient procedure or surgery under anesthesia in a surgical suite, physician's or dentist's office;
- l. Infection Control excused absence (as designated on the CH Infectious Conditions List), documented by a physician (e.g., pink eye); and
- m. Absences covered by New York State Paid Sick Leave.

Note: With respect to the exercise of disciplinary action in regard to NYS Disability absences, patterns of absence or when an employee's overall lost time is sufficient enough to present a question about the employee's continued suitability for employment, corrective action shall be taken. Corrective action shall only be taken after department managerial and supervisory personnel consult with the Director of Human Resources and respective Administrative Vice-President. Departmental management shall impress upon the employee the unfair burden that is placed on the Hospital and the employees' co-workers when an employee is involved in periodic extended absences and, that the failure to improve upon their attendance, will result in disciplinary action even if the absences are largely or entirely the result of illness or injury.

4. In instances of tardiness, absences, failure to report to work as scheduled or where employees are found to abuse benefit time from work, the Employers/Hospitals may find it necessary to attempt correction by counseling, corrective action measures or termination.

5. In the event an employee cannot report to work as scheduled, the employee must personally notify their supervisor as early as possible. Employees are expected to notify their supervisor/manager, or designee, of their inability to report to work at least two (2) hours prior to the start of their shift for day shift. Employees will make every effort to notify their supervisor/manager, or designee, of their inability to report to work four (4) hours for evening and night shifts. Employees will not be disciplined if at least two (2) hours' notice is given.

If such notice is not possible due to the scheduled opening time of the department, the employee shall notify the department following departmental procedure. The exceptions to the above shall be the inability of the employee to make the telephone call.

6. In all cases of an employee's absence or tardiness, the employee shall provide management personnel with the probable duration of absence. If circumstances render the absence duration speculative or unknown, the absent employee will be required to notify management personnel to report on the status of their absence on a daily basis.

DEFINITION OF TERMS:

1. Absence – Failure to report to work as scheduled or to work less than one-half of the scheduled work shift.
2. Tardiness – Failure to punch in by the start of the scheduled shift or failure to complete the assigned shift but having worked at least half the scheduled shift.
3. Consecutive Days of Absence – One (1) day of absence equals one (1) absence occurrence. Absence of two (2) consecutive scheduled work days equals two (2) absence occurrences. Absence of three (3) or more consecutive scheduled work days equals three (3) absence occurrences.

A. ATTENDANCE – COUNSELING

1. Attendance and punctuality patterns are established early and tend to persist, therefore, orientation of new employees concerning their responsibility for regular and timely attendance is a vital obligation of each supervisor. Each employee must understand what is expected of them in this regard from the very first day on the job.
2. Supervisors are encouraged to promptly handle all absenteeism and tardiness problems at their earliest stages. Toward this end, it is suggested that regarding absenteeism and tardiness, a counseling session be initiated. Counseling is not part of the formal corrective action process. Counseling sessions should be informative in nature and used for the following purposes:
  - a. to bring to the employee's attention that a potential problem exists regarding their attendance or punctuality record;
  - b. to demonstrate that you take an active interest in your employee's health and well-being and are willing to listen to any problems adversely affecting attendance or punctuality;
  - c. to let the employee know what is expected of them in the future with respect to attendance and punctual attendance;
  - d. to support any future corrective action, if necessary.
3. Management and supervisory personnel have discretion and latitude in deciding when a counseling session is necessary.

B. DISCIPLINARY ACTION FOR ABSENCES

1. The following progressive counseling will occur for instances of Absence (as defined above) in any rolling twelve (12) month period. At each step below the employee shall be advised of the availability of EAP counseling:
  - a. five (5) occurrences: verbal counseling;
  - b. six (6) occurrences: verbal written warning;
  - c. seven (7) occurrences: written warning; at this point, the employee will also participate in mandatory counseling sessions outside of work hours with a Hospital Employee Assistance Program counselor; this option may be utilized once within an eighteen (18) month period;

- d. eight (8) occurrences: final written warning;
- e. nine (9) occurrences: Managerial/Human Resources review will include:
  - i. attendance record for the prior calendar years;
  - ii. other outstanding corrective actions;
  - iii. overall performance;
  - iv. extenuating circumstances and ability to make accommodations for such circumstances

Managerial/Human Resources review will recommend termination, absent strong evidence of factors which would support continued employment. Should managerial administrative review result in continued employment, further incidence of absence within the next ninety (90) calendar days will result in automatic termination (with no further warning).

- 2. An employee's use of unscheduled PTO, including the production of a doctor's note, for any absences shall not be construed to mean an employee's absence has been excused from the provisions of this policy.
- 3. An employee in their probationary period shall be excluded from the progressive discipline procedure. In instances where the attendance of such an employee is unsatisfactory, appropriate action up to, and including termination, may be taken.
- 4. An employee absent from work without notifying their supervisor, NO CALL/NO SHOW, and without an explanation satisfactory to the organization, will be given a final written warning with mandatory counseling with the organization's Employee Assistance Program Coordinator. This option may be utilized once within an eighteen (18) month period. A second incident of NO CALL/NO SHOW within a rolling twelve (12) month period will result in immediate termination.  
In the event of a NO CALL/NO SHOW, the Employer/Hospital shall attempt to contact the employee via a phone call or a text message within one hour from the start of the shift. If the employee comes to work and works the majority of their shift, they shall not receive a final written warning.
- 5. If an employee is absent from work without notifying their supervisor for two (2) consecutive scheduled work shifts without an explanation satisfactory to the organization, the employee will be considered to have voluntarily abandoned their job and will be automatically terminated.
- 6. Employees absent for seven (7) or more days should refer to CT Article 13, Leave of Absence or CT Article 37, FMLA.

**C. TARDINESS/LEAVING WORK EARLY – FORMAL DISCIPLINARY ACTION**

We expect and encourage our employees to be on time for work on a daily basis.

The following corrective action procedures are to be implemented in situations where attempts at counseling have failed. We also realize there will be unforeseen circumstances that will offset the timeliness of employees and these circumstances should be taken into account by department management.

As employee tardiness reaches certain preselected levels, management and supervisory personnel will take the following action:

- 1. A counseling session may be initiated with an employee by the manager on or before tardiness reaches twelve (12) occurrences in any rolling twelve (12) month period.

2. A verbal written warning will be issued when tardiness occurrences reach fourteen (14) in any rolling twelve (12) month period or less.
3. After an employee receives a verbal written warning, a written warning will be issued when tardiness occurrences reach sixteen (16) in any rolling twelve (12) month period or less.
4. After an employee receives a written warning, a final written warning will be issued when tardiness occurrences reach eighteen (18) in any rolling twelve (12) month period or less. At this stage, the employee will be required to attend mandatory counseling with the Hospital's Employee Assistance Program Coordinator.
5. After an employee receives a final written warning, when tardiness occurrences reach twenty (20) within a rolling twelve (12) month period or less, Managerial/Human Resources review will include:
  - a. attendance record for the prior calendar years;
  - b. other outstanding corrective actions;
  - c. overall performance;
  - d. extenuating circumstances and ability to make accommodations for such circumstances.
6. Any tardiness that has been excused in advance by an employee's supervisor shall not be counted as an occurrence.

**Article 36**  
**Subpoenaed Employees**

Section 1. Employees shall be excused from work, without loss of pay, when subpoenaed to testify as part of a judicial proceeding arising from the duties of their employment with the Employers/Hospitals.

Section 2. If the employee is not scheduled to work when required to appear, they will be compensated for the hours of required attendance at their base compensation rate and shift differential. These hours shall not count as hours worked for purposes of calculating overtime unless the hours occur during the employee's normally scheduled work hours.

Section 3. An employee who, due to an approved court appearance, is excused from a scheduled evening or night shift, shall receive compensation for the excused scheduled hours of work at their base rate and shift differential. These hours shall be considered as hours worked for the purpose of calculating overtime.

Section 4. To be eligible an employee must:

- a. be served with a legally valid subpoena;
- b. provide a copy of the subpoena to their manager and Risk Management as soon as possible prior to the scheduled court appearance, but no less than twenty- four (24) hours prior to the scheduled appearance unless the subpoena is served with less than twenty-four hours' notice;
- c. upon receipt of a copy of the subpoena the manager will make the necessary scheduling arrangements with the employee to provide for the court appearance, inclusive of excusing the employee from a scheduled work shift, if appropriate;
- d. return the original subpoena to their manager with the time excused noted there on and initialed by the Court Clerk or Attorney issuing the subpoena.

**Article 37**  
**Family Medical Leave Act (FMLA)**

Section 1. FMLA leave of up to twelve (12) weeks during any twelve (12) month period related to a family medical necessity, for employees covered by these Agreements, will be granted under the provisions of the Family and Medical Leave Act of 1993, its amendments, and these collective bargaining agreements. Medical necessity will be defined as:

- a. For a birth, or placement of a child with the employee for adoption or foster care and to care for such new child.
- b. In order to provide care for a son, daughter, spouse, or parent, who has been diagnosed with a serious health condition.
- c. For a leave for the employee's own "serious health condition", if the condition makes the employee unable to perform the daily functions of their position.
- d. Care of an injured service member (eligibility up to 26 weeks).
- e. Military Exigency as defined under federal regulation (See DOL Fact Sheet 23M(c), Qualifying Exigency Leave).

Section 2. An employee may not take leave and work in another capacity.

Section 3. Leaves of absence will be granted to employees under the provisions of the Family and Medical Leave Act of 1993, who have accumulated one thousand, two hundred fifty hours (1,250) of service, exclusive of all paid time off, (e.g., sick leave, PTO, Jury Duty, etc.), but inclusive of Union representation time and/or time spent on a leave of absence for Union business during the twelve (12) month period preceding the leave.

Section 4. The following definitions shall be applicable:

- a. Son or daughter - a biological, adopted or foster child, stepchild, legal ward or child of a person standing in "loco parentis".
- b. Serious health condition - an illness, injury, impairment or physical or mental condition involving either:
  1. Inpatient Care involving at least an overnight stay in a hospital, hospice or residential medical care facility. FMLA leave based on this portion of the definition also extends to any period of "incapacity" (defined as inability to work due to the serious health condition or recovery from that condition), and any subsequent treatment (including examinations to determine the existence of a serious health condition), in connection with the inpatient care.
  2. Continuing Treatment by a health care provider. FMLA leave based on this portion of the definition is available in any one or more of the circumstances described in (i.) - (v.) below:
    - i. A period of incapacity of more than three (3) consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves:
      - a. treatment two (2) or more times by a health care provider (or by others, under the supervision of or on orders of or referral by a health care provider); or

- b. treatment by a health care provider on at least one (1) occasion that results in a regimen of continuing treatment (e.g., antibiotics) or therapy requiring special equipment (e.g., oxygen) under the supervision of the health care provider.
  - ii. Any period of incapacity due to pregnancy or for prenatal care.
  - iii. Any period of incapacity, or treatment for such incapacity, due to a chronic serious health condition, which is defined as one that:
    - a. requires periodic visits to a health care provider;
    - b. continues over an extended period of time; and
    - c. may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
  - iv. A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. (e.g., Alzheimer's, severe stroke, or the terminal stages of a disease).
  - v. Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider (or under orders of, or on referral by, a health care provider), either for restorative surgery after an accident or injury, or for a condition that if left untreated would likely result in a period of incapacity of more than three (3) consecutive calendar days, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), and kidney disease (dialysis).
- c. An eligible health care provider could be a doctor of medicine, an osteopathic doctor, a podiatrist, a dentist, a clinical psychologist, an optometrist, a chiropractor (for certain conditions), a nurse practitioner or nurse midwife, or certain Christian Scientist practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.
- d. An employee may take continuous or, intermittent leave or may work a reduced leave schedule to reduce the usual number of hours per day or work week. Prior approval, for working a reduced leave schedule is required.
- e. For purposes of intermittent leave:
  - 1. The employee will consult with their department manager and make a reasonable effort to schedule intermittent leave time so as not to unduly disrupt the employer's operation.
  - 2. The employee will schedule all intermittent time for bonding in advance with their department manager.
  - 3. For planned medical treatment, the employee must consult with the employer and try to schedule the appointment at a time that minimizes the disruption to the employer. The employee should consult with the employer prior to scheduling the treatment in order to arrange a schedule that best suits the needs of both the employee and employer. Of course, any schedule of treatment is subject to the approval of the treating health care provider.

4. All intermittent days and time taken, must follow the Hospital's normal call-in procedure, and must be submitted for review and tracking to the TPA within 2 days of their return-to-work.
5. Employees are required to provide sufficient information for IDM to be able to determine if the leave is qualifying.
- f. The Employers/Hospitals will require medical certification of a serious health condition from the employee's physician and/or family member's provider. Failure to provide medical certification will result in denial of the leave.
- g. Eligibility for leave based upon the birth or adoption of a child expires at the end of the twelve (12) month period beginning on the date of birth or placement. A "rolling" twelve (12) month period, measured backward from the date an employee uses any FMLA leave, is used to determine the "twelve (12) month period" in which the twelve (12) weeks of leave entitlement occurs.
- h. For the purpose of leave to care for a family member, the employee must be in close and continuing proximity to the care recipient. This means present at the same location as the family member during the majority of the employment period from which leave has been taken. Travel necessitated for the purpose of securing medication or to arrange care for the family member, or other such deviations determined to be reasonably related to providing care, shall satisfy this definition.

Section 5. When an employee requests a leave of absence under the FMLA, the following process will apply:

- a. An employee's request for FMLA must be made via telephone to the designated Third-Party Administrator (TPA) thirty (30) calendar days in advance of the leave, except in cases of emergency. If an employee fails to provide thirty (30) calendar days' notice for a foreseeable leave with no reasonable excuse for the delay, the leave may be denied until at least thirty (30) days from the day notice is provided.
- b. In cases of emergency, the employee shall contact their manager and explain the circumstances requiring emergency leave. The employee must then notify the TPA to request leave as soon as practicable, but not later than seventy-two (72) hours after becoming aware of the need for the leave.
- c. The employee's application must include the beginning and end dates of the leave with statement of the employee's intent to return to work.
- d. If the leave is requested under the terms of the FMLA and the leave eligibility is met, IDM will continue to follow up with the employee regarding medical certification and ongoing needs for information. If the certification information received from the employee is incomplete, the certification will be returned to the employee with written notification and the opportunity to correct the certification within fifteen (15) calendar days.
- e. Following approval, it is the employee's responsibility to arrange for coverage of any deductions usually taken for employee benefit programs and the full premium of health insurance. Failure to arrange those deductions in advance of the leave will be cause for the Employer/Hospital to terminate the benefits during the leave.

Section 6. For any FMLA leave, employees may substitute any earned PTO or other accrued benefit time as part of the FMLA leave, whether the FMLA leave is consecutive or intermittent nature. Following exhaustion of accrued benefit time while on leave, it is understood the employee may request additional weeks up to a total of twelve (12).



Section 7. The Employer(s)/Hospital(s) will maintain any group health plan under the same conditions as if the employee had continued employment during the leave of absence, provided the employee is a participant of one of the plans at the start of the leave, until the expiration of any paid leave time or for a period of twelve (12) months, whichever is shorter. The Employer/Hospital and the employee will continue to contribute their respective portions of the premium as if the employee were not on leave. Failure to submit payment of the employee's part in excess of thirty (30) calendar days may result in the cancellation of insurance, provided the Employer/Hospital has given written notice of the intent to cancel at least fifteen (15) calendar days in advance of the cancellation.

Section 8. Any employee on a leave of absence granted under the provisions of the Family and Medical Leave Act of 1993 for a period not to exceed twelve (12) weeks will be returned to their job or equivalent at the end of the leave.

Section 9. Approved periods of FMLA leave will protect the employee's hire date for all purposes for which a hire date is used.

Section 10. The time period for any period of absence which can be covered by FMLA, including New York State Disability or Workers' Compensation, NYS PFL or a personal leave shall include and run concurrent with the time period for any leave required by the Family and Medical Leave Act.

Section 11. When an employee is preparing to return from a leave of absence under the FMLA, the following process will apply:

- a. An employee returning from a leave of absence should contact their department head and IDM within seven (7) calendar days prior to the expected return to work date to determine whether a suitable position is available.
- b. The employee will obtain medical clearance from Corporate Associate Health prior to returning to work if the leave of absence is greater than thirty (30) days. Such medical clearance shall be at no cost to the employee.
- c. Temporary positions may be established until permanent vacancies become available on a shift. Employees returning from leave of absence placed in such temporary positions shall be transferred to permanent positions as they arise, without the need to post such vacancies. If there is no such position, the employee would then be placed on layoff status. It is understood that once an employee is on layoff status, that employee will be entitled to all recall rights outlined in their respective Layoff and Recall article.
- d. Failure to return to work on the first work day following expiration of FMLA or an extension thereof, will be considered as a voluntary termination of employment, except in instances when the expiration date of FMLA falls within a period for which the employee is receiving New York State Disability or Workers' Compensation benefits and has followed the process outlined in Article 20, Disability and Workers' Compensation, for receiving those benefits.

### **Article 38** **New York State Paid Family Leave (NYS PFL)**

Section 1. The Employers/Hospitals will comply with the New York State Paid Family Leave Act (NYS PFL) which provides for certain insured wages and benefits in case of an employee leave of absence:

- a. to care for a family member with a serious health condition,
- b. to bond with a child after birth or placement for adoption or foster care within the



- first 12 months after the birth or placement, or
- c. because of any qualifying exigency arising from the fact that an employee's spouse, domestic partner, child or parent is on active duty (or has been notified of impending call or order to active duty) in the armed forces of the United States.

The insurance premiums shall be paid by way of a deduction from pay, the amount of which shall be determined in accordance with the NYS PFL.

Section 2. Family member is defined for the NYS PFL as a spouse, domestic partner, parent, child, parent in-law, grandparents or grandchild.

Section 3. Concurrency of NYS PFL and Federal FMLA:

- a. Federal FMLA shall run concurrently with NYS PFL for those qualifying associates with qualifying reasons under both leaves.
- b. Any period of Federal FMLA that also meets eligibility for NYS PFL shall run concurrent with FMLA.

Section 4. For periods of approved NYS PFL leave, employees may substitute any earned Paid Time Off (PTO) with NYS PFL, whether the leave is consecutive or intermittent in nature. Employees may supplement with earned PTO hours up to .67 hours/day, not to exceed the employee's regular budgeted hours.

Section 5. The Employers/Hospitals shall maintain a policy in accordance with the NYS PFL.

### **Article 39 Weather Emergency**

Section 1. When a weather emergency is declared by an Employer, the Union will be notified and the following guidelines will be followed concerning employee compensation.

Section 2. It is expected that all employees will make every effort to report for work as scheduled despite severe weather conditions which may adversely affect their travel. Catholic Health employees are permitted to travel during a local travel ban by showing their ID badge to law enforcement. The back of each ID badge identifies the employee as essential personnel authorized for emergency travel.

- a. If employees are traveling through municipalities where severe weather or a travel ban exists, and are told to return home despite showing law enforcement their ID badge, and are unable to report to work, such employee shall have an excused absence approved.
- b. An employee who reports for work during a weather emergency and who works at least one-half (1/2) of their shift will be paid for the hours that they usually work, even though the employee may have come to work late or was sent home before the end of the shift.
- c. An employee who reports for work during a weather emergency and works less than one-half (1/2) of their shift will be paid only for the hours actually worked.
- d. Employees shall not be paid for remaining scheduled hours if they voluntarily leave early. An employee being paid a portion of a scheduled workday may request the remainder of the day be paid with accrued paid time off (PTO) or take an excused absence without pay.
- e. Accrued sick time may not be used.

- f. Employees unable to report for work must notify their supervisor. Such employees may choose to be paid accrued paid time off (PTO), or take an excused absence without pay.

Section 3. In the case of an Erie County declared weather emergency, where the Employers/Hospitals determine employees must remain at work for specified times to care for patients, employees covering the hospital during such declared weather emergency will be paid at time and one half of their regular rate of pay for all hours worked beyond the last regularly scheduled work shift.

Section 4. If the Employer(s) is forced to temporarily close or discontinue operations in a unit and/or department for weather related or other emergency reasons, employees may be required to work in other areas as determined by the Employer(s) with the understanding that the employees will not be required to work beyond the end of their regularly scheduled shift and will only be required to work to their level of competency. If no such work is available, employees shall have the option of utilizing either accrued paid time off or a low census day without pay.

### **Article 40 Staffing/Clinical Staffing Committee**

Section 1. The Employers/Hospitals agree to staff all nursing units/departments with RN/LPN/ancillary staff using patient ratios. The Union and the Employers agree that increasing current staffing levels to the agreed upon ratios will require time to implement. Therefore, the parties agree to the following implementation schedule:

- a. 25% of staffing ratio by April 1, 2022;
- b. 50% of staffing ratio by July 1, 2022;
- c. 75% of staffing ratio by October 1, 2022; and
- d. 100% of staffing ratio by January 1, 2023.

Immediately upon ratification of these Agreements, the Employers/Hospitals will aggressively recruit to fill the FTEs required to meet the staffing ratios as outlined in Sections 9-11 at a minimum rate of five percent (5%) per month.

Section 2. A Clinical Staffing Committee (CSC) will be formed at each of the three (3) acute care hospitals, for the purpose of implementing the ratios outlined in Sections 9-11 below as well as complying with the responsibilities outlined in New York State Legislation SO1168-A/S6346.

- a. At least one-half (1/2) of the members of the committee shall be Registered Nurses, Licensed Practical Nurses, and ancillary staff members of the front-line team currently providing or supporting direct care and up to one-half (1/2) of the members will be hospital administration, which will include but not be limited to the President, Chief Financial Officer or designee, the Vice President of Patient Care Services and department/unit managers or directors.
- b. The Union will select the employees in the job titles and number it desires, as its representatives. The selected employees must represent a range of departments/units.
- c. Where possible, participation in the CSC by employees will be on scheduled work time and such employees will be compensated at their current rate of pay, including any applicable differentials. Where participation cannot be on scheduled work time, employees will be compensated for their time at the meeting. It is understood that the employees' departments/units shall not be short-staffed due to participation.

- d. If CSC meetings are scheduled on an employee's work time, the employee/CSC member will be fully relieved of all other work duties during meetings of the committee and shall not have work duties displaced to other times as a result of their committee responsibilities.
- e. Members of the CSC will be appointed within two (2) weeks of ratification of these agreements.
- f. CWA's designated Staffing Committee Directors will receive up to eighteen (18) eight (8) hour days per month of the Employers'/Hospitals' paid time for the purpose of coordinating the work of the CSC on behalf of the union for the first six (6) months the committee is functioning. The days will be distributed as follows:
  - KMH Director 6 days per month;
  - MHB Director 8 days per month;
  - SJC Director 4 days per month.

Thereafter, the CSC will determine the amount of time needed based upon the workload of the committee. Employees will not be denied the excused absence time required for the purpose of performing work related to the CSC.

- g. The CSC will meet within thirty (30) days of ratification of these agreements. The Committee's initial responsibilities will include but not be limited to:
  - Assessment of all existing staffing grids/plans and the staffing ratios;
  - A determination of the number of positions needed to meet the established ratios outlined in Sections 9-11;
  - Development of ratios not currently defined in Sections 9-11;
  - Implementation of the staffing ratios;
  - Resolve issues related to the implementation of ratios;
  - The development of a program to consistently cover lunches and breaks; and
  - Development of initiatives to deal with AACN's Healthy Work Environment, Recruitment and Retention.
- h. In addition to the responsibilities listed in g.) above, the CSC will also be responsible for the following functions on an annual basis:
  - Development and oversight of implementation of an annual clinical staffing plan. The staffing plan will be based upon ratios as outlined in Sections 9-11. The staffing plan shall include specific staffing for each patient care unit and work shift and shall be based on the needs of patients. Staffing plans shall include specific guidelines, ratios, matrices or grids indicating how many patients will be assigned to each Registered Nurse and the number of nurses and ancillary staff to be present on each unit and shift and shall be used as the primary component of the hospital staffing budget.
  - Factors to be considered and incorporated in the development/review of the plan shall include, but are not limited to:
    - i. Census, including total number of patients on the units and activity, such as patient discharges, admissions and transfers;

- ii. Total number of beds for each unit and department, Average Daily Census (ADC), position control sheets based upon the total number of beds on the unit/department, the total number of FTEs needed to staff each unit/department based upon the ratios as outlined in Sections 9-11;
- iii. The appropriate time frames for measuring the ADC (including the frequency) as determined by the CSC;
- iv. Measures of acuity and intensity of all patients and nature of the care to be delivered on each unit and shift;
- v. Skill mix;
- vi. The availability, level of experience and specialty certification or training of nursing personnel providing patient care, including charge nurses on each unit and shift;
- vii. The need for specialized or intensive equipment;
- viii. The architecture and geography of the patient care unit, including but not limited to, placement of patient rooms, treatment areas, nursing stations, medication preparation areas and equipment;
- ix. Mechanisms and procedures to provide for one-to-one patient observations, when needed, for patients on psychiatric or other units as appropriate;
- x. Other special characteristics of the unit or community patient population, including age, cultural and linguistic diversity and needs, functional ability, communications skills and other relevant or socio-economic factors;
- xi. Measures to increase worker and patient safety, which could include measures to improve patient through-put;
- xii. Staffing guidelines adopted or published by other states or local jurisdictions, national nursing professional associations, specialty nursing organizations and other health professional organizations;
- xiii. Availability of other personnel supporting nursing services on the unit;
- xiv. Waiver of plan requirements in the case of unforeseeable emergency circumstances as defined in subdivision fourteen of this section;
- xv. Coverage to enable Registered Nurses, Licensed Practical Nurses and ancillary staff to take meal and rest breaks, planned time off and unplanned absences that are reasonably foreseeable as required by law or the terms of an applicable collective bargaining agreement, if any, between the hospital and representative of the nursing ancillary staff;
- xvi. The nursing quality indicators required under New York State Legislation SO1168-A/S6346;
- xvii. Hospital finances and resources, and
- xviii. Provisions for limited short-term adjustments made by appropriate hospital personnel overseeing patient care operations to the staffing levels required by the plan, necessary to account for unexpected changes in circumstances that are to be of limited duration.

- Semiannual review of the staffing plan against patient needs and known evidence based staffing information, including the nursing sensitive quality collected by the hospital.
- Review, assess and respond to complaints regarding potential violations of the adopted staffing plan, staffing variations, or other concerns regarding the implementation of the staffing plan within the purview of the committee.

Section 3. Effective upon ratification of these Agreements, Catholic Health commits to the following:

- a. Extra time, overtime and staffing incentives will be utilized to entice employees to pick up additional time in order to bring the scheduled number of employees up to the ratio needed to meet the number of open beds or budgeted visits;
- b. Through the current language in the collective bargaining agreements, down-staffing can be done on a shift basis to achieve the staffing needed to meet the number of filled beds;
- c. Immediately begin recruiting employees to fill the current vacancies and to meet the schedule for hiring outlined in Section 1. above.
- d. The Employers/Hospitals will fill all vacant positions in the units/departments covered by this Article. The Employers/Hospitals will also increase the core staffing on each unit/department to meet the agreed upon ratio for that unit/department.
- e. In addition to the process in a. above, the Employers/Hospitals commit to increasing their staffing resources to ten percent (10%) above the average daily census, as determined by the CSC. These increased staffing resources will be applicable to medical/surgical, Emergency Department, critical care areas, and will include ancillary staff (nurses' aides, ITAs) at Kenmore Mercy Hospital and Mercy Hospital of Buffalo. The increased staffing pool will not apply to perioperative services.
- f. The staffing resources currently in place at Sisters of Charity Hospital-St. Joseph Campus will remain in place. Any change in staffing resources at SJC will be determined by the CSC.
- g. The CSC will assess budgeted census based upon a monthly look back that consists of a 90-day rolling average and adjust both core staffing and any increased staffing resources based on the rolling average daily census (e.g. On March 1st, the CSC will assess average daily census for December, January and February and make adjustments to staffing grids if necessary). It is agreed that the ratios included in Sections 9-11 will be maintained.
- h. If a Hospital falls below its established staffing level based on actual census in any quarter, the Hospital will pay employees picking up extra shifts in the following quarter an additional four dollars (\$4.00) per hour for Registered Nurses and three dollars (\$3.00) per hour for all other employees, over what they would normally be paid under CT Article 42, Staffing Incentive Program.
- i. The potential mechanisms and sources for the increased staffing resources would be additional float premium pay (see Section 5 below), additions to an existing float pool, additional flex positions (FT/PT) where applicable, and the establishment of float pools for the service and other areas where float pools do not currently exist. The CSC will explore and exchange ideas on other means to achieve the increased staffing resources.

- j. Float pool positions will not impact or reduce the staffing plans/grids developed from the ratios outlined in Sections 9-11.
- k. Float pool personnel will be utilized to cover sitter assignments on the nursing units. Core staff may be temporarily utilized to accommodate a patient change in status until float pool relief is provided. Staff will not be assigned to sit in 1:1 situations from the ratios outlined in Sections 9-11.
- l. Any RN in the nursing float pool will receive a \$2/hour premium for all hours worked. Any NA/ITA in the nursing float pool will receive a \$1.50/hour premium for all hours worked.

Section 4. Definitions:

- a. “RN” shall mean a registered professional nurse licensed pursuant to article one hundred thirty-nine of the education law.
- b. “LPN” shall mean a licensed practical nurse pursuant to article one hundred and thirty-nine of the education law.
- c. “Nursing Care” shall mean that care which is within the definition of the practice of nursing, pursuant to section six thousand, nine hundred and two of the education law, or otherwise encompassed with the recognized standards of nursing practice, including assessment, nursing diagnosis, planning, intervention evaluation and patient advocacy.
- d. “AS”/Ancillary Staff shall include any employee who is not a nurse or other persons licensed, certified or registered under title eight of the education law whose principal responsibility it is to carry out patient care for one or more patients or provides direct assistance in the delivery of patient care (e.g.: ITA, CNA, NA).

Section 5. The Employers/Hospitals agree to schedule to the staffing ratios outlined in Sections 9-11. Only RN/LPN/AS staff providing direct patient care shall be included in the ratios. There shall be no averaging of the number of patients and the total number of RN/LPN/AS on the unit.

Section 6. Nurse administrators, nurse supervisors, nurse managers, charge nurses and other licensed nurses shall be included in the calculation of the licensed nurse-to-patient ratio only when the licensed nurses are engaged in providing direct patient care. When a nurse administrator, nurse supervisor, nurse manager, charge nurse or other licensed nurse engage in activities other than direct patient care, that nurse shall not be included in the ratios.

Section 7. Nothing in this Article shall prohibit RN/LPN/AS from assisting with the specific tasks within the scope of their practice for a patient assigned to another RN/LPN/AS. “Assist” means that an RN/LPN/AS may provide patient care beyond their patient assignments if the tasks performed are specific and time-limited.

Section 8. The Employers will use an acuity system to assess patient acuity levels, nursing care requirements and to improve patient acuity balancing across assignments.

Acuity Tool:

- a. A sub-committee of the CSC will be formed for the purpose of reviewing the Acuity Tools. A subject matter expert will provide a detailed presentation to the CSC. Union representatives will be included in this sub-committee.

- b. It is agreed to and understood by the parties that once an acuity tool is implemented, it will be utilized along with the ratios as outlined in Sections 9-11 to provide adequate staffing and appropriate assignments throughout the hospitals.
- c. The CSC will put the implementation of the acuity tool on the meeting agenda as a standing item and reports will be received monthly.

Section 9. Staffing Ratios for Mercy Hospital of Buffalo

- a. Emergency Department
 

Charge Nurse	1
RN	1:4 or 1:1 / 1:2 if critical patient
Lead RN	1 (11a-11p)
Triage RN	2
Triage ITA	1
AS	1:5
PIT RN	1 (7a), 2 (9a), 3 (11a) [cumulative]
PIT AS	1 (7a)
Internal/External RN	1 (7a), 2 (11a) [cumulative]
Internal/External AS	1 (11a)
Clerical	1.5
Respiratory	1 [in addition to 2Care if open]
  
- b. ICU
 

Charge	1
RN	1:1 or 1:2
AS	1:5
Clerical	1 (7:30a – 7:30p)
Respiratory	2
  
- c. CVICU
 

Charge	1
RN	1:1 or 1:2
AS	2
  
- d. Neuro (7E)
 

Charge	1
RN	1:4
AS	1:6
Clerical	1 (9a-9p)
  
- e. Step Down (8E, 7W)
 

Charge	1
RN	1:3
AS	1:6
Clerical	1 (9a-9p)
  
- f. Medical/Surgical Telemetry - High acuity (4N)
 

Charge	Night charge takes an assignment
RN	Days 1:4 / Nights 1:4
AS	Days 1:6 / Nights 1:6

g.	Medical/Surgical (telemetry capable) (2 Care, 5E, 5W, 5N, 5C, 6E, 6W, 6S)	
	Charge	1
	RN	Days 1:4 / Nights 1:5
	AS	Days 1:8/ Nights 1:6
	Clerical	1
h.	NICU	
	Charge RN	1 (may have a modified assignment)
	RN 1	2-3 newborns (requiring intermediate care)
	RN 1	1-2 Newborns (requiring intensive care)
	AS	shared with Mother Baby
i.	Labor & Delivery	
	Charge RN	1 (may have a modified assignment)
	RN - First Stage of Labor	1:2
	RN - Second & Third Stage of Labor	1:1 *
	Transition/Del RN	1:1 *
	*(1 RN can care for both Mother and the baby when both mother and baby are stable)	
	Surg Tech	1 per unit
	Clerical	1 per unit
j.	Mother Baby Unit/Post-Partum	
	Charge RN	1 (may have a modified assignment)
	RN	1:3 couplets
	Lactation Consultant	1:15
	Clerical	1 per unit
	AS shared with NICU	1 per 15 mothers.
k.	Operating Room	
	Charge RN	1
	RN	1:1
	Service Line Leaders	4
	Surgical Technologist	1:1
	Periop Attend (will be a surg tech)	1
	Anesthesia Technicians	3
	Center Hall Lead Tech	1
	Clerical	1 (6a-6p Mon-Sat)
	EVS	3 (Days)
l.	PACU	
	Charge RN	1
	RN – Adult	1:2 or 1:3 if holding
	RN – Pediatric	1:1
	Critical Care	1:1
	AS	1 (12 hours, Mon-Fri)
m.	Ambulatory Surgical Unit	
	Charge RN	1
	Pre-Procedure RN	1:1 until patient prepped
	Post-Procedure RN	1:3



	AS	1 – 2 on unit based on volume
	Clerical	1
n.	GI Lab	
	Charge RN	1
	RN Pre-Procedure	1:3
	RN Procedure	1:1 (2:1 if moderate sedation)
	RN Advanced Procedure	3:1
	RN Recovery	1:2
	NA / Endoscopy Tech	1
	Clerical	1
o.	Dialysis	
	RN	1:2
p.	Mercy Cath / IR	
	RN (responsible for conscious sedation if given)	1:1
	Radiologic Technologist	1:1
	Circulator (RN or Radiologic Technologist, only if conscious sedation is given)	1:1
q.	SNF/OLV	
	RN (RCC)	1-3
	LPN	1/unit
	AS	12/days, 10/eves, 4/nights
	Clerical	2 (Mon-Fri)
	Rehab Aide	2 (Mon-Fri)
r.	Mercy Interventional Unit	
	Charge RN	1
	RN Immediately post	1:3 for post anesthesia; 1:1 for first 30 min
	RN Overnight non critical	1:4
	RN Overnight critical	1:2
	AS	1
s.	Stress Lab	
	RN	1
	Echo Tech	1
t.	Mercy Ambulatory Care Center	
	Charge Nurse	1 with modified assignment
	Triage	1
	RN	1:4
	AS	2 (7a-11a), 3 (11a-3p), 2 (3p-11p), 1 (11p-7a) [Mon-Fri; cumulative]
		1 (7a-11a), 2 (11a-3p), 2 (3p-11p), 1 (11p-7a) [Sat-Sun; cumulative]
	Fast Track/Internal Waiting RN	1 (10a-10p)

Section 10. Staffing Ratios for Kenmore Mercy Hospital

a.	Emergency Department	
	Charge Nurse	1
	RN	1:4 or 1:1 / 1:2 if critical patient
	Triage	1
	AS	3 days / 3 eves / 2 nights
	Fast Track RN	1:8
	Resource RN	1 [assignment]
	Clerical	1
b.	ICU	
	Charge	1
	RN	1:1 or 1:2
	AS	1:5
c.	Telemetry (3 East)	
	Charge	1
	RN	Days 1:4 / Nights 1:5
	AS	Days 1:8 / Nights 1:6
	Unit clerk/monitor tech	1 [on dedicated Telemetry Unit]
d.	Medical/Surgical (2 West, 2 East)	
	Charge	1
	RN	Days 1:5 / Nights 1:5
	AS	Days 1:5 / Nights 1:6
	Clerical	1 (7a-7p)
e.	Post-Surgical Orthopedic (2 South)	
	Charge	1
	RN	Days 1:4 / Nights 1:5
	AS	Days 1:8 / Nights 1:6
	Clerical	1 (7a-11p)
f.	Operating Rooms	
	Charge RN	1
	RN	1:1
	Surgical Technologist	1:1 non ortho / or 2:1 ortho holder
	Center Hall assignment	1
	Anesthesia Tech	1
	AS	2
	Clerical	1
	EVS	2
g.	PACU	
	Charge RN	1:2
	RN – Adult	1:1 or 1:2
	RN – Pediatric	1:1
	Critical Care	1:1
	AS	1 and 2 at peak

h.	Ambulatory Surgery Unit	
	Charge RN	1
	RN	1:4
	AS	1 and 2 at peak
	Clerical	1 (10a-6p)
i.	GI Lab	
	Charge RN	1 + assignment
	RN Pre-Procedure	1:3
	RN Procedure	2:1
	RN Post-Procedure	1:2
	Scope tech	1
j.	MRU	
	Charge	1
	RN	Days 1:5 / Nights 1:6
	AS	Days 1:6 / Nights 1:6
	Clerical	1 (7a-3p Mon-Fri)
k.	Interventional Radiology	
	RN	1
	RN Conscious Sedation	2:1
	Radiologic Technologist	1:1
l.	Stress Lab	
	RN	1
	Echo Tech	1
m.	Pre-Surgical Testing	
	RN	1:1
n.	Dialysis	
	RN	1:2
Section 11.	Staffing Ratios for Sisters of Charity Hospital-St. Joseph Campus	
a.	Emergency Department	
	Charge Nurse	1
	RN	1:4 or 1:1 / 1:2 if critical patient
	Triage	1
	AS	1:5
	Fast Track RN 6 Pts	2
	Fast Track NA 6 Pts	1
	Clerical	1
b.	Surgical – Hall 4	
	Charge RN	1 with assignment
	RN	1:4
	*as volume increases, AS staffing will be reviewed by the CSC.	
c.	Operating Rooms	

	Charge RN	1
	RN	1:1
	Surgical Technologist	1:1 or 2:1
	Anesthesia Assistant	1
	AS	1
	EVS	3 (all of Periop)
d.	PACU	
	Charge RN	1:2
	RN – Adult	1:2 (Phase I patients)
	RN – Pediatric	1:1
	Critical Care	1:1
	AS	1
e.	Ambulatory Surgery Unit	
	Charge RN	1
	RN	1:4
	AS	2
	Clerical	1
f.	GI Lab	
	Charge RN	1
	RN Pre-Procedure	1:3
	RN Procedure	2:1
	RN Advanced Procedure	3:1
	RN Recovery	1:2
	NA / Endoscopy Tech	2
	Clerical	0.5 (days)

Section 12. The parties agree that if during the life of these agreements the patient population changes on any unit noted in Sections 9-11 above, the CSC will evaluate and review any impact regarding the ratios above.

Section 13. In the event that the ratios for all job titles on a unit falls below the established ratio levels on a given shift, the Employer will re-establish the agreed upon number of nurses through methods including utilization of float pool nurses, floating existing staff under current contractual provisions, overtime, per diems and traveler/agency nurses. If the recruiting method is not successful, the employee may complete a Protest of Assignment form.

Section 14. CWA and Catholic Health believe that creating a healthy work environment (HWE), which enables nurses and other healthcare workers to provide the highest standards of compassionate patient care, is essential. It is also critical that employees be respected while they are at work. A healthy work environment leads to better nurse staffing and retention, less moral distress and lower rates of workplace violence.

There are six (6) standards that are fundamental to a healthy work environment:

1. **Skilled Communication:** Skilled communication can save lives. Promoting open and effective conversation among team members optimizes patient outcomes and encourages essential collaboration. It also helps newer nurses get up to speed more quickly. Among units implementing the six (6) HWE standards, 89% of nurse survey respondents claim RNs are as proficient in communication skills as they are in clinical skills.

2. **True Collaboration:** A team that works together succeeds together. Collaboration among nurses and staff ensures more efficient, effective patient care and a more supportive environment where team members can develop in their practice. It's no surprise that 92% of survey respondents who work in units implementing the six (6) HWE standards report high rates of collaboration among nurses.
3. **Effective Decision Making:** Improving patient care starts with empowering the people who care for those patients. When nurses have a seat at the table alongside other healthcare professionals and organization leaders, we have an opportunity to design protocols that benefit both team members and patients. Optimal outcomes and greater job satisfaction are more likely when nurses actively influence decisions that impact the quality of patient care.
4. **Appropriate Staffing:** Appropriate staffing is clearly linked to the health of the work environment. It affects everything in your unit, including nurse performance and retention, quality of care, patient outcomes and hospital costs. It's time for a new staffing model that meets the needs of patients, families and the nurses who care for them. These HWE critical elements and evidence-based resources can help the nurses in their journey to appropriate staffing, better patient outcomes, and a healthy work environment
5. **Meaningful Recognition:** A healthy work environment starts with recognizing team members for the value they bring to the organization. Although nursing is one of the most rewarding professions, it can also be among the most challenging. Having systems in place to recognize nurses in a way that is individualized, and meaningful can help provide a well-deserved honor and enhance a sense of value, leading to greater nurse fulfillment
6. **Authentic Leadership:** A good leader sets the tone for the unit. AACN's research shows that healthy work environments are much more likely to have nurse leaders who fully embrace the six HWE standards, creating a culture of compassionate care for team members and patients. Authentic leadership also equips nurses with the skills and encouragement they need to grow their practice. The result is a more knowledgeable, cohesive unit that consistently elevates patient care.

CWA and Catholic Health agree to the following steps to create and foster a HWE for employees:

1. Hire a subject matter expert whose job it would be to implement and see this project to completion.
2. Perform an assessment of current environments and culture utilizing the AACN HWE assessment tool.
3. Review assessment results with team members.
4. Provide education and professional development on HWE standards, utilizing AACN resources.

\*From the American Association of Critical-Care Nurses (2005). AACN standards for establishing and sustaining healthy work environments: A journey to excellence. Available at: [aacn.org](http://aacn.org)

## **Article 41 Technical and Ancillary Employee Staffing**

Effective upon the ratification of these Agreements, the following Full Time Equivalents (FTEs) will be hired and maintained for the life of these Agreements. Such hiring will be in addition to the current

vacancies in each of these departments and will be based upon the FTEs reflected in the June 21, 2021 position controls.

Section 1. Kenmore Mercy Hospital:

- a. Imaging Department
  - X-Ray 2.5 FTEs
  - CT Scan 1.5 FTEs
  - Ultrasound 1.0 FTEs
- b. Respiratory Therapy 6.0 FTE hired to facilitate:
  - Respiratory Therapist 4 RTs on every day shift
  - 3 RTs on every night shift
  - PFT Respiratory Therapist 1 RT in the Department

Section 2. Mercy Hospital of Buffalo:

- a. Imaging Department
  - X-Ray 3.7 FTEs
  - CT Scan 2.9 FTEs
  - Ultrasound 2.7 FTEs
  - MRI 1.0 FTEs
  - Mammography 2.0 FTEs
- b. Respiratory Therapy 5.0 FTE hired to facilitate:
  - Respiratory Therapist 10 RTs on every day shift
  - 8 RTs on every night shift
  - PFT Respiratory Therapist 1 RT MACC
  - 1 MHB Lab
- c. Environmental Services
  - Environmental Service Workers 8.2 FTEs on weekday shifts
- d. Dietary 5.0 FTEs hired to facilitate:
  - Dietary Staff 4.9 FTEs on weekday shifts
- e. Transport
  - Transporters 3.9 FTEs on weekday shifts

Section 3. Sisters of Charity Hospital – St. Josephs Campus:

- a. Sterile Processing
  - Sterile Processing Technician 2.0 FTEs
- b. For EVS and Dietary, it is understood that the current positions will continue and positions will continue to be monitored through the Clinical Staffing Committee.

**Article 42  
Staffing Incentive Program**

Section 1. Bonus payments will be paid for all hours worked above the employees’ weekly budgeted hours, in addition to the employees’ regular pay (or overtime rate, if applicable) as follows:

- a. ten dollars (\$10.00) per hour for each hour worked above their budgeted FTE for Registered Nurses

- b. eight dollars (\$8.00) per hour, for each hour worked above their budgeted FTE for Technical employees; and
- c. six dollars (\$6.00) per hour, for each hour worked above their budgeted FTE for Clerical and Service.

Section 2. Bonus payments will be paid to any employee who is receiving overtime pay for the time worked.

Section 3. Bonus payments will be paid to an employee who agrees to work additional hours when they are scheduled to take PTO.

Section 4. Any call off during the pay period in which an extra shift is worked will result in forfeiture of bonus payment for that pay period. The attendance policy will apply to call offs for shifts previously committed to.

Section 5. Employees are eligible to sign up for extra shifts and receive bonus pay under this Article, in any department/unit where they are qualified to work, with the understanding that employees working in the department requiring staffing assistance get first priority to the available hours and, therefore, the bonus pay.

### **Article 43 Overtime**

Section 1. Overtime shall be paid to all employees covered by these Agreements.

Section 2. Paid time off for bereavement leave, all Union representation time and scheduled PTO days shall be considered as time worked for the purpose of computing overtime pay.

Section 3. Overtime shall be paid at one and one-half (1½) times an employee's basic hourly rate, including shift differential, for all hours worked in excess of thirty-seven and one-half (37.5) hours per week. Notwithstanding the preceding sentence, the employee shall not be paid the overtime rate for the first thirty (30) minutes beyond the end of an employee's regularly scheduled shift, to complete work in progress that has been authorized by the employee's supervisor. No employee shall be paid twice for the same overtime worked.

Section 4. No employee shall be required to work overtime, but may volunteer to do so. The exception to this shall be MOU#5 (Overtime) in the Mercy STC Bargaining Unit Agreement.

Section 5. Overtime must be authorized in advance by the appropriate supervisor or designee.

Section 6. Time spent attending any meeting which is required by the Employers as a condition of employment, at Employer-sponsored committee meetings related to hospital practices or operations, and time spent in an Employer required in-service or training session/class (including CBLs which are completed on the employee's time), shall be considered "hours worked" for pay and overtime purposes.

Section 7. The Employers/Hospitals and the Union agree that overtime shall be assigned on a voluntary basis in descending seniority order, excluding Work in Progress as outlined in Section 3. above and On-Call language which is included in the Bargaining Unit Agreements. As a prerequisite to prevent an unusual event or crisis in the coverage of health services, the following steps should be undertaken by the Employers/Hospitals:

- a. appropriate staffing complements shall be established and maintained;



- b. schedules are posted complete and in accordance with appropriate staffing complements;
- c. appropriate float pools, voluntary overtime lists, call-in lists, per-diem lists, etc., are established and utilized, where applicable.

## **Article 44**

### **Registered Nurse/Preceptor**

Section 1. Newly hired Graduate Nurses (GNs), Registered Nurses (RNs) and RNs who transfer to a new position shall be precepted. During orientation of RNs of all experience levels, a primary and a backup preceptor shall be assigned to the RN. The orientee shall be assigned the same work schedule as the primary preceptor. It is understood that employees may be assigned a different preceptor temporarily due to unplanned events (e.g., unscheduled PTO, bereavement, etc.). RNs orienting in the OR/perioperative services will be assigned preceptors based on the preceptors' competencies related to specific surgical services.

Section 2. Part-time employees will be offered the option to orient on a full-time basis but shall not be required to do so.

Section 3. Preceptors shall be assigned on a one (1) to one (1) ratio. During the period of precepting, the new or transferred employee shall not be counted in staffing allotment for that unit and shift and shall share the same patient assignment with the preceptor.

Section 4. GNs or RNs with no experience shall have a minimum ten (10) week period of orientation. This orientation period may be shortened by mutual agreement of the RN, management and the Union. Experienced RNs will have individualized orientation based on needs assessment.

Section 5. The period of time a nurse is assigned to a preceptor shall be determined by the needs of the individual Registered Nurse. The nurse manager in consultation with the preceptor, nurse educator and the Registered Nurse involved shall determine such needs. During the period of time a nurse is being precepted, there will be weekly meetings between the preceptee, the preceptor and the nurse manager or designee for the purpose of evaluating the progress of the preceptee.

Section 6. No GN shall be permitted to work without an RN present on the clinical unit at all times.

Section 7. Preceptors shall not be assigned as charge nurse or team leader, unless it is part of the training program.

Section 8. RN members of the bargaining unit may volunteer to become designated as a preceptor. Individuals will be eligible to attend preceptor training and act as a preceptor based on the following criteria:

- a. must have met the minimum standards on the most recent performance evaluation;
- b. no active Corrective Action Reports for practice errors and/or misconduct;
- c. have successfully completed all competencies and certifications as appropriate;
- d. have a minimum of one (1) to two (2) years of recent, appropriate, clinical experience;
- e. successful completion of the Preceptor Training Program.

Section 9. In the event there are an insufficient number of volunteers meeting the eligibility requirements outlined in Section 8 above on a particular unit and/or shift, and to also meet other requirements within this article, the union shall be notified when the schedule is being completed and given

the opportunity to discuss and remedy the issue. If no remedy is possible, the parties will address the issue in the next Workload and Staffing Committee meeting.

Section 10. Preceptors will receive training prior to their first assignment. Preceptor training classes shall be offered semi-annually or quarterly based on need and number of interested personnel.

Section 11. Preceptors will be evaluated on an annual basis, such evaluation shall include, but not be limited to, the criteria contained in Section 8, a., b. and c. above, and preceptee evaluations from the previous year for continued selection as a preceptor.

Section 12. Assignment to charge or team leader observation will be based on the recommendation of the preceptor, nurse educator and nurse manager.

Section 13. Status of the preceptor program shall be a standing agenda item of the Workload and Staffing Committee at each site.

Section 14. Preceptor pay shall be defined in CT Article 58, Salaries.

### **Article 45 Technical Preceptor/Training Pay**

Section 1. Precepting will be assigned when a new employee or an employee transferring within the bargaining unit requires teaching, instruction or guidance in order to do the job. Members of the bargaining unit may volunteer to precept but will not be required to do so. Training may also be required when new equipment or systems are implemented.

Section 2. In the event there are an insufficient number of volunteers to meet the needs of the department, on a particular shift, the union shall be notified when the schedule is being completed and given the opportunity to discuss and remedy the issue. If no remedy is possible, the parties will address the issue in the next Workload and Staffing Committee meeting.

Section 3. During orientation of employees of all experience levels, a primary and a backup preceptor shall be assigned to the employee. The orientee shall be assigned the same work schedule as the primary preceptor. It is understood that employees may be assigned a different preceptor temporarily due to unplanned events (e.g., unscheduled PTO, bereavement, etc.). Employees orienting in the OR/Perioperative services will be assigned preceptors based on the preceptors' competencies related to specific surgical services.

Section 4. Part-time employees will be offered the option to be precepted on a full-time basis, but shall not be required to do so.

Section 5. Preceptors shall be assigned on a one (1) to one (1) ratio. During the period of precepting, the new or transferred employee shall not be counted in the staffing allotment for that department and shift and shall share the same patient assignment with the preceptor.

Section 6. The period of time an employee is assigned to a preceptor, shall be determined by any applicable department specific timeframes and the needs of the individual employee. The manager, in consultation with the preceptor and the employee involved, shall determine such needs. During the period of time an employee is being precepted, there will be a weekly meeting between the preceptee, the preceptor and the manager or designee for the purpose of evaluating the progress of the preceptee.

Section 7. Preceptor pay shall be defined in CT Article 57, Salaries. No employee shall be required to precept a new or transferred employee if they will not be paid the preceptor pay.

**Article 46**  
**Service and Clerical Preceptor/Training Pay**

Section 1. Precepting will be assigned when a new employee or an employee transferring within the bargaining unit requires teaching, instruction or guidance in order to do the job. Members of the bargaining unit may volunteer to precept but will not be required to do so. Training may also be required when new equipment or systems are implemented.

Section 2. Part-time employees will be offered the option to be precepted on a full-time basis, but shall not be required to do so.

Section 3. In the event there are an insufficient number of volunteers to meet the needs of the department on a particular shift, the union shall be notified when the schedule is being completed and given the opportunity to discuss and remedy the issue. If no remedy is possible, the parties will address the issue in the next Workload and Staffing Committee meeting.

Section 4. Preceptor programs within the departments shall function as follows:

- a. preceptors shall be assigned on a one to one basis;
- b. during the period of precepting, the new or transferred employee shall not be counted in the staffing allotment for that unit and shift;
- c. precepted employees shall share a work assignment with their preceptor for the precepted period;
- d. every effort will be made for employees to be assigned the same preceptor for the length of the precepted period;
- e. each department shall establish a specific length of time for the precepted period consistent with the needs of the individual being precepted;

Section 5. The period of time an employee is assigned to a preceptor, shall be determined by the needs of the individual employee. The manager, in consultation with the preceptor, instructor, and the employee involved, shall determine such needs. During the period of time an employee is being precepted, there will be a weekly meeting between the preceptee, the preceptor and the manager or designee for the purpose of evaluating the progress of the preceptee.

Section 6. Preceptor pay shall be defined in CT Article 55 & 56, Salaries. No employee shall be required to precept a new or transferred employee if they will not be paid the preceptor pay.

**Article 47**  
**Dental Coverage**

Section 1. All employees will be eligible to participate in a voluntary dental program according to the terms and conditions offered by the Employers/Hospitals. Employees are responsible for one hundred percent (100%) of the premium associated with this voluntary plan. Premiums will be deducted on the basis of twenty-six (26) pay periods based on the benefit level and the number and type of dependents for which coverage is elected.

The Employers/Hospitals shall make available to all employees covered by these Agreements the following dental insurance options:

Benefit Description	Basic Plan	Enhanced Plan
Dependents covered to the end of the month they reach age 26 regardless of student status	In-Network / Out-of-Network**	In-Network / Out-of-Network**
Calendar Year Deductible	\$50.00 per individual \$100.00 per family	\$50.00 per individual \$100.00 per family
Plan Maximum	\$1,000 per person, per calendar year	\$2,000 per person, per calendar year
<b>Class 1 Preventive Services</b>		
Oral Examinations & Cleanings (2 per year)	100% PPO Allowance	100% PPO Allowance
Palliative (Emergency) Treatment	100% PPO Allowance	100% PPO Allowance
Bitewing X-Rays (up to 4 twice per year)	100% PPO Allowance	100% PPO Allowance
Panoramic X-Rays	100% PPO Allowance	100% PPO Allowance
*Topical application of fluoride *limited to children less than 19 years old	100% PPO Allowance Preventative Services are NOT subject to calendar year deductible	100% PPO Allowance Preventative Services are NOT subject to calendar year deductible
<b>Class 2 Basic Restorative Services</b>		
Fillings	50% PPO Allowance	70% PPO Allowance
Simple Extractions	50% PPO Allowance	70% PPO Allowance
Root Canal Therapy	50% PPO Allowance	70% PPO Allowance
Oral Surgery	50% PPO Allowance	70% PPO Allowance
Periodontal Scaling and Root Planning	50% PPO Allowance	70% PPO Allowance
Adjustments – Complete Denture	50% PPO Allowance	70% PPO Allowance
Anesthesia	50% PPO Allowance All Basic Restorative Services are subject to calendar year deductible	70% PPO Allowance All Basic Restorative Services are subject to calendar year deductible
<b>Class 3 Major Restorative Services Subject to 12 month waiting period*</b>		
Crowns	Not Covered	50% PPO Allowance
Fixed Bridgework	Not Covered	50% PPO Allowance
Repairs to Bridgework	Not Covered	50% PPO Allowance
Dentures, Repairs to Dentures	Not Covered All Major Restorative Services are subject to calendar year deductible	50% PPO Allowance All Major Restorative Services are subject to calendar year deductible
<b>Class 4 Orthodontic</b>		
Orthodontia Care (limited to dependent children up to 19 years old and limited to a lifetime of \$2,000)	Not Covered	50% PPO Allowance No deductible
Pre-Determination of benefits is proposed for major/extensive treatment. A pre-determination of benefits does not guarantee benefit payment. **Based Upon "Reasonable and Customary" Charges.		

The program consists of a dental Preferred Provider Organization (PPO) in which participants will be charged less for service provided by a participating dentist in the PPO network. Employees may elect to utilize non-participating dentists at their own expense.

Section 2. An employee may initially select individual or family dental plan coverage within thirty-one (31) days of the date of employment. Changes in coverage may be made during open enrollment each year, or within thirty (30) days of a life qualifying event, where the change made is consistent with the event (e.g., adding a dependent as a result of getting married).

Section 3. Employees in categories other than full time and part time are eligible to participate in the voluntary dental plan. Premium payments will be billed by a third-party administrator, which will collect a two percent (2%) per month processing fee from the employee.

Section 4. In the event the Employers/Hospitals desire to make a change in coverage under the plan, the changes will be agreed to by the mutual consent of the Employers and the Union. In any event, the parties agree that there will not be a decrease in the benefit level during the life of these Agreements.

**Article 48**  
**Tuition Assistance**

Section 1. Tuition assistance shall be provided to all full-time, part-time, weekend, and flexible employees after the completion of one (1) year of employment.

Section 2. The following application process shall be followed:

- a. obtain application form HRF 36 from outside the Human Resources Department;
- b. complete the application, sign and date the form;
- c. submit the application form at least thirty (30) days prior to and no less than two (2) weeks from the commencement of the course, seminar, educational conference, home study, correspondence course, or internet course to the Human Resources Department;
- d. once the form is complete, submit a Pre-Approval Plan through Lawson Expense Management (XM) by attaching a copy of the HRF 36, course outline or description and follow the step-by-step process thereafter. XM can be found at CH Intranet/Lawson ERP/Expense Report, Payment Request and Invoices. If an employee has any difficulty in accessing Lawson Expense Management they should go to their supervisor for assistance.

Section 3. Course must meet one of the following criteria to be eligible for reimbursement:

- a. the course must be of mutual value to the employee and their Employer/Hospital and should reasonably be expected to enhance employee job performance;
- b. the course will prepare the employee to qualify for advancement and opportunities within their Employer/Hospital facilities that are in line with the employee's abilities and interest and needs of their Employer/Hospital;
- c. the course is prescribed for the attainment of a certificate or degree in an academic or business area that is compatible to the interest of the Employer/Hospital and the employee;
- d. the institution attended must be accredited for the subject being taught by the appropriate regional or professional accrediting body;
- e. educational programs offered through Cornell School of Industrial Relations shall be eligible for reimbursement under this program provided all the conditions have been met; and
- f. continuing education units required to receive or maintain certifications up to a maximum of fifteen (15) units per calendar year, not to exceed the dollar limits provided in Section 4. below.

Section 4. Employees who meet the provisions outlined above will be reimbursed as outlined below:

- a. Full-time and full-time flexible employees will be reimbursed for the cost of the course up to a maximum of twelve hundred dollars (\$1,200.00) per calendar year or six hundred dollars (\$600.00) per semester.
- b. Part-time and part-time flexible, and weekend employees will be reimbursed for the cost of the course up to a maximum of six hundred dollars (\$600.00) per calendar year or three hundred dollars (\$300.00) per semester.

- c. The program will base reimbursement only on the cost of tuition, laboratory fees and registration. Other expenses such as books, student fees, etc. will not be included.
- d. Employees must successfully complete the course and submit the following information within ninety (90) calendar days of course completion before receiving tuition reimbursement:
  - 1. evidence of a passing final grade is required; and
  - 2. a verified statement of cost from the educational institution.
- e. Upon prior approval, course work may be completed in the traditional classroom method or through on-line/electronic classes.
- f. Each year the Employers/Hospitals will prepare a budget for tuition assistance. Tuition Assistance will be granted on a first come, first serve basis. All tuition assistance requests are subject to available funding. The Employers/Hospitals agree to budget fifty thousand dollars (\$50,000.00) per Hospital for each fiscal year of these Agreements, to be available for tuition assistance, for employees represented by the Union.
- g. An employee on the active payroll at the time a request for reimbursement is approved, who is later involuntarily terminated or placed on layoff due to a workforce reduction, will retain eligibility for reimbursement for previously approved courses.

Section 5. If a continuing education program, training program, or recertification program is mandated by the Employers/Hospitals, the Employers/Hospitals shall be responsible for all costs associated with that program. It is understood that the Employers/Hospitals have the right to send employees to such training programs offered by the Catholic Health System before an employee will be sent outside of the system. The costs associated with these programs shall not be deducted from the bank of dollars referred to in section 4f above.

**Article 49**  
**Enhanced Tuition Reimbursement Program**

The Enhanced Tuition Reimbursement Program (hereinafter “Program”) will be paid to eligible employees when the Employers/Hospitals have identified a critical need to recruit employees for designated positions due to current shortages and staffing needs.

Section 1.

- A. **ELIGIBILITY:** All employees working toward a degree in a job identified in Section 5. below and working in a full time or part time, a part time, flexible or weekend position consisting of at least 15 regularly scheduled hours per week and who have completed one (1) year of employment with the Employer and who have complied with all Employer policies and procedures.
- B. **TIME LIMITATIONS:** In order to qualify for reimbursement from the Program described herein, an employee must meet the following time limitations in completing their education:
  - 1. For all employees in a position currently listed in Section 5, the maximum time allowed to receive monies is four (4) years from the date of the first reimbursement under this Program.

2. For all employees not currently in a position described in Section 5, the maximum time allowed to receive monies for education toward a job listed in Section 5. is six (6) years from the date of the first reimbursement under this Program.

Under the Enhanced Tuition Reimbursement Program, the following agreements will be reduced to writing and mutually signed by each party.

C. Procedure:

1. Employees must submit a completed HRF 36A and a HRF 83 for signature to their Manager, Site Leadership and to the HR Director, either before starting the semester or within 30 days from the beginning of the semester/term. A copy of the employee's acceptance letter, FAFSA confirmation, and a list of the required courses must accompany the forms. All reimbursement forms and policies are located on M-Files. Once submitted, the HR Director will conduct an interview. If approved, an acceptance letter will be sent to the employee.
2. Submission of an authorized grade report, or official transcript and invoice must be submitted within ninety (90) days of the completion date of the course in order to receive payment. Each receipt must include an itemized paid invoice from the educational institution detailing all coursework and costs at the end of the semester. This includes all details and offsets including tuition, fees, financial assistance, loans, and payments.

- D. Employees must apply for financial aid and any tuition reduction programs (excluding the requirement to take a loan) available through the higher education institution. The amount reimbursed will be contingent upon the amount of financial assistance received through other sources, not limited to grants, TAP, PELL, scholarships, and University/College financial aid.

Section 2. The Employer will agree to pay monies for the partial reimbursement of the tuition the employee incurred at an accredited College or University for the identified employee's education.

- A. The Employer will reimburse the employee pursuant to the terms of this Program for each semester the employee attends an Employer approved and accredited College or University (amount to be calculated at the State University of New York U.S. dollar rate and not to exceed \$6,200 per year for undergraduate and \$8,200 per year for graduate level studies) based on 2007 tuition rates.
- B. The employee will agree to continuously attend this Program (based on the Program's academic standards) with no more than one (1) semester break during the entire course of study.
- C. In return for the reimbursement monies described herein, the employee will agree to work at an Employer health care facility full or part time (for a minimum of 15 hours per week) for the Employer following the completion of their final semester of accredited course work to commence on a specified date. The employee understands they may or may not receive their first choice of department and/or shift upon graduation in their field. The employee will consult with Human Resources on all open positions, and will be placed according to grades, experience and interview and/or seniority if applicable under the existing collective bargaining agreements. The Employee must remain in good standing and continue to have satisfactory or above performance evaluation.



- D. Payment of tuition will be based on a percentage in correlation with the employee's Grade Point Average (GPA) for each Semester as follows:

GPA	Percentage of Tuition Employer to Pay
3.0-4.0	100%
2.5-2.9	80%
2.0-2.4	60% (undergraduate only)
Below 2.0	0% unless otherwise approved by the Employers/Hospitals

Upon completion of the course of study the employee must submit a copy of the degree or license from the educational institution to Corporate Human Resources.

- E. Employees approved for this Enhanced Tuition Program may not receive additional payment from the regular Tuition Reimbursement Program.

Section 3. **FAILURE TO MEET REQUIREMENTS:** The employee understands that the purpose of this Program is to help fill a national shortage of qualified staff into high need positions through training or re-training (see Section 5. for qualified positions.)

If the employee does not work the minimum schedule, they understand that they will agree to be responsible to pay back in bi-weekly installments over the course of one (1) year, the cost of all monies paid, minus what they have worked after graduation. All such costs will be pro-rated and according to the terms in the Repayment Schedule in Section 4.

Section 4. The employee will agree to the following repayment schedule should they resign, be terminated or fail to work their scheduled hours as described in Section 2:

\*All monies paid will be subject to applicable taxes.

**REPAYMENT SCHEDULE:**

Time Worked Scheduled Hours	Required Employee Reimbursement
12 months or less after course completion	100%
12-24 months after course completion	75%
24-36 months after course completion	50%
36-40 months after course completion	25%
40-48 months after course completion	15%
Over 48 months after course completion	0%

- A. If the employee is subject to a lay-off or if there are no available qualified positions with their respective Employer (listed in Section 5.), no repayment penalty will occur. During a termination, all monies will be remanded on a bi-weekly basis over the course of one (1) year according to the Repayment Schedule in Section 4. If the employee is coded as inactive due to disability or injury on the job, they will be required to pay back a pro-rated portion of tuition and fees, if their absence is one (1) year or greater.
- B. The employee will further authorize that the Employer may withhold funds from their final work paycheck, and from their payout of PTO, should they fail to work the full amount of time required to meet the conditions of this agreement (the pro-rated, bi-weekly

installments will be minus whatever funds were withheld from the final paycheck and PTO payouts).

- C. If the employee does not continue in their degreed program or does not receive licensure/certification and/or degree, they will be required to repay no less than one half of the amount of tuition the Employer paid.
- D. If the employee does not pass their licensure exams, they will be required to take any open, lower level/paid position until they pass the exam. If after two (2) attempts, the employee still fails to pass, they will be required to pay back a pro-rated amount of tuition and fees, at no less than one half of the amount of tuition the Employer paid, regardless of the work performed in a lower-level occupation.
- E. If an Employee goes on a leave of absence, reimbursement will be withheld or adjusted.

Section 5. The list of positions eligible for the enhanced tuition reimbursement program will be maintained in Form HRF82A and is available in Human Resources or on M-Files.

The Employer retains the right to add or remove positions on the list based upon business needs at the Employers/Hospitals. Any modifications shall be communicated to the Union prior to implementation.

**Article 50  
Extended Sick Leave**

Section 1. All full time, part time and flexible employees are eligible for sick leave time, which will be banked in the Extended Sick Leave Bank (ESLB), according to the schedule below:

ESLB			
Category of Employment	Maximum Days Accrued Annually	Maximum Hours Accrued Annually	Accrual Rate Per Hour
Full Time	9	67.5	.03466
Part Time	5	37.5	.01933

Section 2. An ESLB will be established for each new employee to provide income during periods of New York State Disability or New York State Workers' Compensation, and will be accrued as outlined in Section 1. above.

Section 3. Employees accrue ESL from their date of hire but are not eligible to use their sick leave time until they have completed their probationary period.

Section 4. Employees continue to accrue ESL for as long as the employee is being paid by the Employers/Hospitals.

Section 5. An employee may use ESL for all scheduled work days during the first seven (7) calendar days of any injury or illness for which the employee qualifies for and receives New York State Disability benefits. After seven (7) calendar days, payment of sick leave will be made in accordance with Section 8. below.

Section 6. An employee may use ESL for all scheduled work days, for on the job injuries covered by New York State Workers' Compensation according to the following provisions:

- a. If the absence is due to an on the job injury, that does not exceed seven (7) calendar days, ESL will be paid for the equivalent of budgeted hours;
- b. If the absence exceeds seven (7) calendar days but is less than fifteen (15) calendar days, ESL will be paid for up to five (5) work days lost during the first seven (7) calendar days (the waiting week). The balance of ESL payments will be made in conjunction with the workers' compensation carrier as outlined in Section 8. below.
- c. Absences which exceed fourteen (14) calendar days will be paid jointly by the Employer(s)/Hospital(s) and the workers' compensation carrier as outlined in Section 8. below.
- d. In the event that an employee's payments from workers' compensation combined with the payment from the Employer/Hospital exceeds the employee's normal base pay, the Employer/Hospital shall request reimbursement from the New York State Workers' Compensation Board. The employee may then be entitled to have hours reinstated in their bank in proportion to the amount of the payment from workers' compensation.

Section 7. An employee will be paid from their ESLB from their first day of absence when the employee does not qualify for New York State Disability or New York State Workers' Compensation payments but:

- a. is confined as an in-patient in a hospital;
- b. has outpatient surgery under anesthesia in a hospital surgical suite, free standing surgical center, or in a physician or dental office (excluding routine tooth extractions or dental work);
- c. suffers an injury or illness which requires treatment by a physician with a written statement verifying the injury or illness and circumstances physically issued by a physician within twenty-four (24) hours of the onset of such injury or illness (i.e., not back dated); or
- d. is sent home or is banned from working by their Employer/Hospital as the result of any contagious illness verified by a physician's note.

If an employee who is otherwise eligible is not covered by any of the preceding conditions, sick leave will be paid at the rate of one (1) full sick leave day after the third day of absence through the employees' fifth day of absence, provided the disability time period is less than or equal to seven (7) calendar days.

Section 8. An employee's ESLB accumulation shall be reduced as follows as a result of payment to the employee:

- a. one (1) day (including shift differential) for each day paid for by their Employer/Hospital where the illness or injury is not covered by New York State Disability Insurance or New York State Workers' Compensation due to the waiting period;
- b. the difference between the employee's regular basic rate of pay/budgeted hours (including shift differential) and the actual amount paid to the employee under New York State Disability or New York State Workers' Compensation, up to the limit of the employee's ESLB;

- c. the difference between the employee's regular basic rate of pay and the amount paid to the employee while working in a Transitional Duty Program, whose restrictions requires that they work less than the normal category of employment requirements; and
- d. one (1) day for each day paid (including shift differential) for by their Employer where the employee's entitlement to disability or compensation benefits have expired but the employee continues to be certified as disabled by their physician and there is still time remaining in the employee's ESLB.

Section 9. An employee may use ESL when their period of disability exceeds the statutory benefit and the following conditions are met:

- a. the employee will continue to be classified as disabled as long as the disability continues to be certified by the employee's medical provider;
- b. provided the terms stated in a.) in this Section are met, the employee may continue to receive ESL payments equal to their budgeted hours multiplied by their regular base rate of pay (including shift differential) until they return to work or until their benefits are exhausted, whichever comes first;
- c. while the employee continues to be paid from their ESLB, their Employer may require the employee to submit to a medical exam, but not more frequently than once every thirty (30) calendar days.

Section 10. Employees are required to notify their clinical unit/department manager or designee, (Patient Care Services employees must notify the Patient Care Services Office) of their inability to report for work.

Section 11. Employees shall be permitted to use ESL in increments equal to the number of budgeted hours in the employee's regularly scheduled shift.

Section 12. An employee shall not be required to use other than their ESL to cover absences outlined in this article. However, employees may elect to use accumulated PTO to cover days of absence for which they have no ESL available under the same conditions noted above.

Section 13. Employees that are certified as disabled or are on workers' compensation shall accrue PTO and sick time for all benefit hours paid by the Employers/Hospitals.

Section 14. An employee who has accumulated more than one hundred twenty (120) sick leave days may elect to receive cash payments of fifty percent (50%) of sick leave days/hours accumulated in excess of one hundred twenty (120) days. The amount of the excess will be calculated at the conclusion of the payroll year and those days/hours if any, will be paid the following February in a separate check. When the excess sick leave (sick leave in excess of one hundred twenty [120] days) is paid, the accumulated sick leave will be reduced to one hundred twenty (120) days and the accumulation process will begin for the following year.

Section 15. Employees who retire at age fifty-five (55) or older, with twenty (20) years of credited service on or after January 1, 2009 will be:

- a. eligible to utilize up to six (6) months (975 hours) of accrued, unused extended sick time to extend their service credits in the retirement plan.

- b. In the case of employees that are provided retirement benefits for CWA employees under the Retirement Plan of the Catholic Health System (PRA), the six (6) month retirement benefit referred to in a.) above will be converted into Pay Credits.

**Article 51**  
**Retirement Plan**

Section 1. The Employers/Hospitals shall provide to all eligible employees in the bargaining units, the Catholic Health System Pension Plan as follows:

- a. Employees who were employed by Mercy Hospital of Buffalo prior to June 4, 2001, will accrue benefits under the Mercy Hospital of Buffalo Retirement Plan option at no cost to the employee. Employees hired prior to June 4, 2001 will never be required to move out of the current Mercy Hospital of Buffalo retirement option.
- b. Employees who were employed by Mercy Hospital of Buffalo on or after June 4, 2001, and employees who have elected this option, will accrue benefits under the cash balance option at no cost to the employee.
- c. Employees who are currently covered by the Our Lady of Victory Retirement Plan option will continue to accrue benefits under this option, at no cost to the employee. Employees hired prior to June 4, 2001 will never be required to move out of the current Our Lady of Victory retirement option.
- d. Employees who were employed in the Registered Nurse bargaining unit at Sisters of Charity Hospital-St. Joseph Campus on or before October 11, 2012, will be grandfathered into their current plan formula and the Employer will continue to provide the Retirement Plan of the Catholic Health System at no cost to those eligible employees. Employees hired prior to October 11, 2012 will never be required to move out of their current plan.
- e. Employees who were employed in the Registered Nurse bargaining unit, at Sisters of Charity Hospital-St. Joseph Campus, after October 11, 2012, will be covered by the Personal Retirement Account (PRA) benefit formula at no cost to the employee.
- f. Employees who were employed in the Service bargaining unit, by Sisters of Charity Hospital-St. Joseph Campus, prior to January 1, 2001, will accrue benefits under the St. Joseph Hospital Retirement Plan option at no cost to the employee. Such employees will not be required to move out of the St. Joseph retirement option.
- g. Employees who were employed in the Service bargaining unit, by Sisters of Charity Hospital-St. Joseph Campus, on or after January 1, 2001 and employees who have elected that option, will accrue benefits under the Personal Retirement Account at no cost to the employee.
- h. Employees who were employed in the Registered Nurse bargaining unit, by Kenmore Mercy Hospital prior to February 1, 2002, will accrue benefits under the Kenmore Mercy Hospital Retirement Plan option at no cost to the employee. Employees will not be required to move out of the current Kenmore Mercy Hospital Pension Plan.
- i. Employees who were employed in the Registered Nurse bargaining unit, by Kenmore Mercy Hospital on or after February 1, 2002, and employees who have elected this option will accrue benefits under the cash balance option at no cost to the employee.
- j. Employees employed in the Technical bargaining unit, by Kenmore Mercy Hospital, will accrue benefits under the Personal Retirement Account at no cost to the employee.

- k. Employees employed in the Technical bargaining unit, by SOCH – St. Joseph Campus, will accrue benefits under the Personal Retirement Account at no cost to the employee. Any employee in a grandfathered retirement plan shall not be required to move out of that plan.

Section 2. For employees referenced in Section 1. e., g., i.,j., and k. above, the following pay credits will be applied to their PRA account in each calendar year the employee complete nine hundred and seventy-five (975) hours of service.

Your Age Nearest to the First Day of the Plan Year	Applicable Pay Credit Rate
Less than 30	2.25%
30-34	2.75%
35-39	3.25%
40-44	4.25%
45-49	5.50%
50-54	6.75%
55 or greater	8.00%

Section 3. For employees referenced in Section 1. b. above, the following pay credits will be applied to their PRA account in each calendar year the employee complete nine hundred and seventy-five (975) hours of service.

Your Age Nearest to the First Day of the Plan Year	Applicable Pay Credit Rate
Less than 30	2.25%
30-39	3.25%
40-49	5.50%
50-54	6.75%
55 or greater	8.00%

Section 4. Any changes in the plan shall be subject to mutual agreement between the parties.

Section 5. Employees eligible for the PRA plan will accrue a pay credit and interest for all pay received during the plan year, provided the nine hundred and seventy-five (975) hour requirement is met. The interest crediting rate is applied each month up until the point when benefits are received.

Section 6. If an employee terminates employment during the year, pay credits will be earned and applied toward the accrued benefit up until the point of employment termination, provided the employee met the nine hundred and seventy-five hours and vesting requirements under the plan. The interest crediting rate is applied each month up until the point when benefits are received.

**Article 52**  
**Tax Sheltered Annuity/403(b)**

Section 1. The Employers/Hospitals will make available to all employees covered by these Agreements a tax-sheltered annuity/403(b).

Section 2. Employees may make voluntary contributions to a 403(b) plan.

Section 3. If the Employers/Hospitals are actively seeking changes in the vendor that will provide the tax-sheltered annuity/403(b) plan, the Union will be provided notice and updated periodically.

Section 4. All new hires (full-time and part-time) will automatically be auto-enrolled in the 403(b) upon hire. The amount of the deduction will be two percent (2%) of the employee's base salary. Employees will have thirty (30) days to opt out of the auto enrollment. In addition, employees will have up to ninety (90) days to un-enroll.

### **Article 53 Health Coverage**

Section 1. The Employers/Hospitals shall make available to all employees covered by these Agreements the following health coverage options:

- a. Catholic Health First Choice Health Care Plan; and
- b. First Choice Hybrid/High Deductible Health Plan.

Section 2. An employee may initially select individual or family health plan coverage within sixty (60) days of the date of employment at full cost to the employee. Changes in coverage may be made during open enrollment each year or within thirty-one (31) days of a life qualifying event where the change made is consistent with the event (e.g., adding a dependent, as a result of getting married).

Section 3. For all employees covered by these Agreements, the Employers/Hospitals shall contribute to the health plan as outlined below:

- a. For Kenmore Mercy Hospital Registered Nurses:
  1. ninety percent (90%) of the cost of single or eighty percent (80%) of the cost of family coverage (at the employee's choice) for full-time employees hired before May 5, 2013;
  2. eighty percent (80%) of the cost of single or family coverage (at the employee's choice) for full-time employees after May 5, 2013;
  3. fifty-five percent (55%) of the cost of single or family coverage (at the employee's choice) for part time employees.
- b. For Kenmore Mercy Hospital Technical Employees:
  1. ninety percent (90%) of the cost of single and eighty percent (80%) of the cost of family coverage (at the employee's choice) for full-time employees hired before November 8, 2021;
  2. eighty percent (80%) of the cost of single or family coverage (at the employee's choice) for full-time employees hired after November 8, 2021; and
  3. fifty-five percent (55%) of the cost of single or family coverage (at the employee's choice) for part time employees.
- c. For Mercy Hospital of Buffalo:
  1. ninety percent (90%) of the cost of single or family coverage (at the employee's choice) for full-time employees hired before June 3, 2012;



2. eighty percent (80%) of the cost of single or family coverage (at the employee's choice) for full-time employees hired after June 3, 2012;
  3. sixty-five percent (65%) of the cost of single or family coverage (at the employee's choice) for part-time employees hired before June 3, 2012;
  4. fifty-five percent (55%) of the cost of single or family coverage (at the employee's choice) for part time employees hired after June 3, 2012.
- d. For Sisters of Charity Hospital-St. Joseph Campus Registered Nurses:
1. ninety percent (90%) of the cost of single or eighty percent (80%) of the cost of family coverage (at the employee's choice) for full-time employees; hired before September 14, 2016;
  2. eighty percent (80%) of the cost of single or family coverage (at the employee's choice) for full-time employees hired after September 14, 2016;
  3. fifty-five percent (55%) of the cost of single or family coverage (at the employee's choice) for part time employees;
  4. ninety percent (90%) of the cost of single or eighty percent (80%) of the cost of family coverage (at the employee's choice) for PT4 employees hired before April 1, 2001.
- e. For Sisters of Charity Hospital-St. Joseph Campus Service Employees:
1. ninety percent (90%) of the cost of single or eighty percent (80%) of the cost of family coverage (at the employee's choice) for full-time employees hired before August 25, 2014;
  2. eighty percent (80%) of the cost of single or family coverage (at the employee's choice) for full-time employees hired after August 25, 2014;
  3. fifty-five percent (55%) of the cost of single or family coverage (at the employee's choice) for part time employees.
- f. For Sisters of Charity Hospital-St. Joseph Campus Technical Employees:
1. ninety percent (90%) of the cost of single coverage for full-time employee hired before June 13, 2022; or
  2. eighty percent (80%) of the cost of family coverage (at the employee's choice) for full time employees, hired before June 13, 2022; and
  3. eighty percent (80%) of the cost of single or family coverage (at the employee's choice) for full-time employees hired after June 13, 2022;
  4. fifty-five percent (55%) of the cost of single or family coverage (at the employee's choice) for part-time employees.

Section 4. The Employers'/Hospitals' subsidy toward health coverage for full- time and part- time employees shall commence on the ninetieth (90th) day of employment.

Section 5. The Employers/Hospitals will offer to employees not eligible for the subsidy, participation in the Employers/Hospitals group health coverage with the responsibility for the full cost of the plan being the employee's, provided premium costs are remitted to the Employers/Hospitals in a timely fashion.

Section 6. Employee contributions shall be made on the basis of twenty-six (26) pay periods.

Section 7. Employees who retire will be eligible to participate in the group health plan, at their own expense, until they are eligible for medical coverage under Medicare.

Section 8. Employees shall be issued flex spending cards.

Section 9. Employees who are actively enrolled in health coverage through the Employers/Hospitals and who change employment status from a full-time or part-time position to a weekend only position or any other non-benefit eligible position, will be offered the option to continue health insurance under COBRA. Health coverage would be effective the first of the month following the change in status. Enrollment details for COBRA will be sent from the Employers'/Hospitals' Third-Party Administrator (TPA) and paid on a monthly basis to the TPA.

Section 10. The benefit levels outlined in the First Choice Healthcare Plan outlined below will not be diminished over the life of these Agreement.

# First Choice Comprehensive Healthcare Plan

	First Choice In-Network Your Co-pay Amount	Independent Health Out-of-Network Your Co-pay Amount †
<b>MEDICAL SERVICES</b>		
Routine Physicals	\$0	Not Covered
Well Child Visits and Immunizations (Up to Age 19)	\$0	30% after deductible †
Diagnostic X-rays	\$0	30% after deductible †
Laboratory Testing	\$0	30% after deductible †
CH CareOnDemand	\$0	N/A
Outpatient Infusion / Injection Therapies	\$0	30% after deductible †
<b>WOMEN'S SERVICES</b>		
Maternity Care (Prenatal & Post-Natal Care)	\$0	30% after deductible †
Preventive Gynecological Office Visits	\$0	Not Covered
Preventive Mammograms	\$0	30% after deductible †
Preventive Pap Smears	\$0	30% after deductible †
<b>HOSPITAL CARE</b>		
Inpatient Stay – Semi Private Room	\$0	30% after deductible †
Outpatient Surgery Facility	\$0	30% after deductible †
Chemotherapy, Radiation Therapy, Inhalation Therapy	\$0	30% after deductible †
Cardiac Rehabilitation (24 Visits per year)	\$0	30% after deductible †
Occupational, Speech, Physical Therapy (20 Aggregate Visits)	\$0	30% after deductible †
<b>MENTAL HEALTH CARE</b>		
Inpatient	\$0	30% after deductible †
Outpatient	\$0	30% after deductible †
<b>SUBSTANCE ABUSE TREATMENT</b>		
Inpatient Detoxification (Detox Only)	\$0	\$0
Outpatient	\$0	30% after deductible †
<b>PREVENTIVE SERVICES</b>		
Abdominal Aortic Aneurysm Screening	\$0	30% after deductible †
Adult and Child Immunizations	\$0	30% after deductible †
Bone Mineral Density Screening	\$0 in network (\$20 at Physician Office)	30% after deductible †
Colonoscopy	\$0 in network (\$20 at Physician Office)	30% after deductible †
PSA Testing	\$0	30% after deductible †
<b>OTHER SERVICES</b>		
Home Healthcare (In-network unlimited visits, Out of network 365 visits)	\$0	30% after deductible †
Hospice (Unlimited days)	\$0	30% after deductible †
Skilled Nursing Facility Non-custodial (50 days)	\$0	30% after deductible †
Vision Exam	\$0	Must use Eyemed Provider
<b>PRESCRIPTION BENEFITS [Administered through Pharmacy Benefits Dimensions (PBD)]</b>		
Generic Formulary / Brand Formulary / Non-Formulary	Retail: \$7 / \$15 / \$35	Not Covered
Diabetic Supplies and Equipment	\$0	Not Covered
Diabetic Prescription	\$0	Not Covered
4 <sup>th</sup> tier eligible Specialty Copay Assistance Prescription Drugs (SCAP)	\$0	N/A
<b>ADDITIONAL SERVICES</b>		
Office Visits (Primary Care Physician)	\$15	30% after deductible †
Chiropractic Care	\$20	30% after deductible †
Advanced Radiology (MRI, PET & CAT Scans)	\$50	30% after deductible †
Specialist Visits	\$20	30% after deductible †
Emergency Room Visit (Waived if admitted to hospital)	\$75	\$75
Durable Medical Equipment & Prosthetic Devices	20% co-pay	30% after deductible †
Urgent Care Center	\$50	30% after deductible †
<b>DEPENDENT COVERAGE</b>		
Dependent Coverage Age Limit	26	26
<b>MAXIMUMS</b>		
Lifetime Plan Maximum (Paid by Catholic Health)	unlimited	unlimited
Annual Out of Pocket Maximum (Paid by Associate)	\$3,300 individual / \$6,600 family	\$2,500 individual / \$5,000 family

† **Out-of-Network Deductible: \$750 Individual Plan or \$1,250 family plan**

Catholic Health has certified its religious exemption under the Patient Protection and Affordable Care Act from providing contraceptive drugs or medical services. All contraceptive services (Woman's Well ness) are provided by our third-party administrator, Independent Health.

# First Choice Hybrid/High Deductible Healthcare Plan (HDHP)

	In-Network Deductible \$1,500 Individual \$3,000 Family	Out-of-Network Deductible \$3,000 Individual \$6,000 Family
<b>MEDICAL SERVICES</b>		
Office Visits (Primary Care Physician)	\$25 after deductible	Not Covered
Routine Physicals	\$0	30% after deductible
Well Child Visits and Immunizations (Up to Age 19)	\$0	30% after deductible
Diagnostic X-rays	\$0 after deductible	30% after deductible
Laboratory Testing	\$0 after deductible	30% after deductible
Chiropractic Care	\$40 after deductible	30% after deductible
Advanced Radiology (MRI, PET & CAT Scans)	\$50 after deductible	30% after deductible
Specialist Visits	\$40 after deductible	30% after deductible
Outpatient Infusion / Injection Therapies	\$0	N/A
CH CareOnDemand	\$0	N/A
<b>WOMEN'S SERVICES</b>		
Maternity Care (Prenatal & Post-Natal Care)	\$0 after deductible	30% after deductible
Preventive Gynecological Office Visits	\$0	30% after deductible
Preventive Mammograms	\$0	30% after deductible
Preventive Pap Smears	\$0	30% after deductible
<b>HOSPITAL CARE</b>		
Inpatient Stay – Semi Private Room	\$0 after deductible	30% after deductible
Outpatient Surgery Facility	\$150 after deductible	30% after deductible
Chemotherapy, Radiation Therapy, Inhalation Therapy	\$0 after deductible	30% after deductible
Cardiac Rehabilitation (24 Visits per year)	\$0 after deductible	30% after deductible
Occupational, Speech, Physical Therapy (20 Aggregate Visits)	\$0 after deductible	30% after deductible
Emergency Room Visit (Waived if Admitted to Hospital)	\$75 after deductible	\$75 after deductible
<b>MENTAL HEALTH CARE</b>		
Inpatient	\$0 after deductible	30% after deductible
Outpatient	\$0 after deductible	30% after deductible
<b>SUBSTANCE ABUSE TREATMENT</b>		
Inpatient Detoxification (Detox Only)	\$0 after deductible	30% after deductible
Outpatient	\$0 after deductible	30% after deductible
<b>OTHER SERVICES</b>		
Durable Medical Equipment & Prosthetic Devices	50% co-pay after deductible	30% after deductible
Home Healthcare (In-network unlimited visits, Out of network 365 visits)	\$0 after deductible	30% after deductible
Hospice (Unlimited days)	\$0 after deductible	30% after deductible
Urgent Care Center	\$50 after deductible	\$50 after deductible
Skilled Nursing Facility Non-custodial (50 days)	\$0 after deductible	30% after deductible
Vision Exam	\$0	Not Covered
<b>PREVENTIVE SERVICES</b>		
Abdominal Aortic Aneurysm Screening	\$0	30% after deductible
Adult and Child Immunizations	\$0	30% after deductible
Bone Mineral Density Screening	\$0 in network (\$25 at Physician Office)	30% after deductible
Colonoscopy	\$0 in network (\$25 at Physician Office)	30% after deductible
PSA Testing	\$0	30% after deductible
<b>PRESCRIPTION BENEFITS [Administered through Pharmacy Benefits Dimensions (PBD)]</b>		
Generic Formulary / Brand Formulary / Non-Formulary	Retail: \$10 / \$30 / \$50	Not Covered
Diabetic Supplies and Equipment	\$0	Not Covered
Diabetic Prescription	\$0	Not Covered
4 <sup>th</sup> tier eligible Specialty Copay Assistance Prescription Drugs (SCAP)	\$0	N/A
<b>DEPENDENT COVERAGE</b>		
Dependent Coverage Age Limit	26	26
<b>MAXIMUMS</b>		
Lifetime Plan Maximum (Paid by Catholic Health)	unlimited	unlimited
Annual Out of Pocket Maximum (Paid by Associate)	\$6,850 individual / \$13,700 family	\$10,000 individual / \$20,000 family

Catholic Health has certified its religious exemption under the Patient Protection and Affordable Care Act from providing contraceptive drugs or medical services. All contraceptive services (Woman's Well ness) are provided by our third-party administrator, Independent Health.

**Article 54**  
**Prescription Coverage**

Section 1. The Employers/Hospitals shall make available to all employees covered by these Agreements, who are enrolled in a Catholic Health sponsored medical plan, a prescription drug plan. The Employers/Hospitals plan has contracted with a managed pharmacy drug benefit program. The Employers/Hospitals also have a retail and specialty drug program through the Catholic Health Pharmacy.

Section 2. The following prescription drug co-pays will apply to all Tier 1 medications and non-specialty Tier 2 and Tier 3 medications at the CH Pharmacy and all network pharmacies:

Tier 1 & Non-Specialty Tier 2/3 Drugs			
	Tier 1	Tier 2	Tier 3
First Choice Comprehensive	\$7	\$15	\$35
Hybrid High Deductible Plan (HDHP)	\$10	\$30	\$50

Section 3. Prescriptions for Tier 2 and Tier 3 specialty medications designated by the Catholic Health Pharmacy program will have a preferred co-pay structure as listed below. For new prescriptions, members will have the option of having the prescription immediately filled at a CH Pharmacy and receive the preferred co-pay or may have it filled at a network participating pharmacy, at the preferred co-pay for a period of ninety (90) days. Within that ninety (90) day period, the member will be contacted with the details on how to transfer their prescription to a CH pharmacy. If the member chooses not to have a specialty designated prescription filled at a CH Pharmacy and continues having the prescription filled after the initial ninety (90) day period, the non-preferred co-pays will apply.

Members who are currently having a prescription filled at a network participating pharmacy, that is a designated specialty medication, will have the opportunity to transfer the prescription to the CH pharmacy and receive the preferred co-pay. Members will have 90 days from the date of notification to transition their prescriptions to the CH pharmacy, if they so choose. Members will be contacted with the details on how to transfer their current prescription to a CH pharmacy. If the member chooses not to transfer their current prescription to the CH pharmacy, the non-preferred co-pays will apply.

Specialty Drugs - Catholic Health Pharmacy Preferred Co-Pays		
	Tier 2	Tier 3
First Choice Comprehensive	\$15	\$35
Hybrid High Deductible Plan (HDHP)	\$30	\$50

Specialty Drugs - Non-Catholic Health Pharmacy Non-Preferred Co-Pays		
	Tier 2	Tier 3
First Choice Comprehensive	\$50	\$100
Hybrid High Deductible Plan (HDHP)	\$60	\$125

Section 4. The Employers/Hospitals will reimburse employees, the difference between the seven dollar (\$7.00) and ten dollar (\$10.00) co-pays referred to in Section 1 listed above and the first, second, or third tier co-pay, to a maximum reimbursement of thirty dollars (\$30.00) per prescription, when:

- a.) there is verification from a valid formulary or a licensed pharmacy that generic drugs are not available; or
- b.) employees have their physician document that they cannot tolerate the generic alternative or the generic alternative is ineffective and only a second or third tier drug is appropriate.

Reimbursement forms must be submitted within ninety (90) days of purchase.

Section 5. An employee will be provided prescription coverage at the same time the health plan becomes effective.

Section 6. The Employers/Hospitals shall contribute to the cost of the prescription coverage the same percentages as contributed under CT Article 53, Health Coverage.

Section 7. The Employers/Hospitals will continue to include Catholic Health First Choice Provider incentives to health plan members in all Catholic Health medical plan coverage options that include, but are not limited to, Catholic Health specialty pharmacy and 340B programs, outpatient infusion centers/clinics and case management programs to assist and support chronic illnesses.

### Article 55 Service Salaries

Section 1. a. This new base scale for service employees will be effective the first full pay period in June, 2021.

GRADE	HIRE RATE	1 <sup>st</sup> Year Anniv	2 <sup>nd</sup> Year Anniv	3 <sup>rd</sup> Year Anniv	4 <sup>th</sup> Year Anniv	5 <sup>th</sup> Year Anniv	8 <sup>th</sup> Year Anniv	12 <sup>th</sup> Year Anniv	16 <sup>th</sup> Year Anniv	20 <sup>th</sup> Year Anniv
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
S4.5	\$15.00	\$15.17	\$15.34	\$15.60	\$16.02	\$16.44	\$16.86	\$17.25	\$17.84	\$18.29
S5	\$15.25	\$15.50	\$15.82	\$16.21	\$16.77	\$17.19	\$17.54	\$18.11	\$18.68	\$19.13
S5.5	\$15.72	\$16.15	\$16.48	\$16.86	\$17.28	\$17.72	\$18.07	\$18.70	\$19.30	\$19.72
S6	\$16.27	\$16.80	\$17.13	\$17.50	\$17.80	\$18.24	\$18.60	\$19.28	\$19.93	\$20.30
S6.5	\$16.43	\$17.30	\$17.79	\$18.32	\$18.80	\$19.38	\$19.96	\$20.55	\$21.18	\$21.59
S7	\$16.67	\$17.41	\$17.83	\$18.42	\$19.35	\$19.84	\$20.35	\$20.94	\$21.56	\$22.04

S7.5	\$17.46	\$18.22	\$18.75	\$18.95	\$19.88	\$20.39	\$20.95	\$21.59	\$22.26	\$23.12
S8	\$18.25	\$19.02	\$19.66	\$20.34	\$21.19	\$21.86	\$22.43	\$23.12	\$23.82	\$24.40
S9	\$20.05	\$20.88	\$21.50	\$22.15	\$22.78	\$23.80	\$24.33	\$25.53	\$26.42	\$26.87

Any existing employee whose current rate is above their applicable step rate shall be red circled and receive a lump sum payment in the amount of three percent (3%) of their base wage rate. Such employees will continue to receive a lump sum payment in the amount of the applicable general increase until they catch up with the steps/scale.

Employees above the scale at Step 10 will receive a three percent (3%) general wage increase. Such employees will continue to receive the applicable general increase each year.

If placement onto the following scale would result in an employee receiving less than a three percent (3%) wage increase, such employee will receive the difference between their increase and three percent (3%) in a lump sum except for those employees specifically listed in the Salaries – STC Side Letter.

- b. This schedule will be effective the first full pay period in June, 2022 and reflects a two percent (2.0%) general increase:

GRADE	HIRE RATE	1 <sup>st</sup> Year Anniv	2 <sup>nd</sup> Year Anniv	3 <sup>rd</sup> Year Anniv	4 <sup>th</sup> Year Anniv	5 <sup>th</sup> Year Anniv	8 <sup>th</sup> Year Anniv	12 <sup>th</sup> Year Anniv	16 <sup>th</sup> Year Anniv	20 <sup>th</sup> Year Anniv
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP7	STEP 8	STEP 9	STEP 10
S4.5	\$15.30	\$15.47	\$15.65	\$15.91	\$16.34	\$16.77	\$17.20	\$17.60	\$18.20	\$18.66
S5	\$15.56	\$15.81	\$16.14	\$16.53	\$17.11	\$17.53	\$17.89	\$18.47	\$19.05	\$19.51
S5.5	\$16.03	\$16.47	\$16.81	\$17.20	\$17.63	\$18.07	\$18.43	\$19.07	\$19.69	\$20.11
S6	\$16.60	\$17.14	\$17.47	\$17.85	\$18.16	\$18.60	\$18.97	\$19.67	\$20.33	\$20.71
S6.5	\$16.76	\$17.65	\$18.15	\$18.69	\$19.18	\$19.77	\$20.36	\$20.96	\$21.60	\$22.02
S7	\$17.00	\$17.76	\$18.19	\$18.79	\$19.74	\$20.24	\$20.76	\$21.36	\$21.99	\$22.48
S7.5	\$17.81	\$18.58	\$19.13	\$19.33	\$20.28	\$20.80	\$21.37	\$22.02	\$22.71	\$23.58
S8	\$18.62	\$19.40	\$20.05	\$20.75	\$21.61	\$22.30	\$22.88	\$23.58	\$24.30	\$24.89
S9	\$20.45	\$21.30	\$21.93	\$22.59	\$23.24	\$24.28	\$24.82	\$26.04	\$26.95	\$27.41

- c. This schedule will be effective the first full pay period in June, 2023 and reflects a two and one-half percent (2.5%) general increase:

GRADE	HIRE RATE	1 <sup>st</sup> Year Anniv	2 <sup>nd</sup> Year Anniv	3 <sup>rd</sup> Year Anniv	4 <sup>th</sup> Year Anniv	5 <sup>th</sup> Year Anniv	8 <sup>th</sup> Year Anniv	12 <sup>th</sup> Year Anniv	16 <sup>th</sup> Year Anniv	20 <sup>th</sup> Year Anniv
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP7	STEP 8	STEP 9	STEP 10
S4.5	\$15.68	\$15.86	\$16.04	\$16.31	\$16.75	\$17.19	\$17.63	\$18.03	\$18.65	\$19.12
S5	\$15.94	\$16.21	\$16.54	\$16.95	\$17.53	\$17.97	\$18.34	\$18.93	\$19.53	\$20.00
S5.5	\$16.44	\$16.88	\$17.23	\$17.63	\$18.07	\$18.53	\$18.89	\$19.55	\$20.18	\$20.62
S6	\$17.01	\$17.56	\$17.91	\$18.30	\$18.61	\$19.07	\$19.45	\$20.16	\$20.84	\$21.22
S6.5	\$17.18	\$18.09	\$18.60	\$19.15	\$19.66	\$20.26	\$20.87	\$21.49	\$22.14	\$22.57
S7	\$17.43	\$18.20	\$18.64	\$19.26	\$20.23	\$20.74	\$21.28	\$21.89	\$22.54	\$23.04
S7.5	\$18.25	\$19.05	\$19.60	\$19.81	\$20.78	\$21.32	\$21.90	\$22.57	\$23.27	\$24.17

S8	\$19.08	\$19.89	\$20.55	\$21.27	\$22.15	\$22.85	\$23.45	\$24.17	\$24.90	\$25.51
S9	\$20.96	\$21.83	\$22.48	\$23.16	\$23.82	\$24.88	\$25.44	\$26.69	\$27.62	\$28.09

d. This schedule will be effective the first full pay period in June, 2024 and reflects a two and three-quarters percent (2.75%) general increase:

GRADE	HIRE RATE	1 <sup>st</sup> Year Anniv	2 <sup>nd</sup> Year Anniv	3 <sup>rd</sup> Year Anniv	4 <sup>th</sup> Year Anniv	5 <sup>th</sup> Year Anniv	8 <sup>th</sup> Year Anniv	12 <sup>th</sup> Year Anniv	16 <sup>th</sup> Year Anniv	20 <sup>th</sup> Year Anniv
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
S4.5	\$16.11	\$16.30	\$16.48	\$16.76	\$17.21	\$17.66	\$18.11	\$18.53	\$19.16	\$19.65
S5	\$16.38	\$16.65	\$16.99	\$17.41	\$18.02	\$18.47	\$18.84	\$19.45	\$20.07	\$20.55
S5.5	\$16.89	\$17.35	\$17.70	\$18.11	\$18.56	\$19.04	\$19.41	\$20.09	\$20.73	\$21.18
S6	\$17.48	\$18.05	\$18.40	\$18.80	\$19.12	\$19.59	\$19.98	\$20.71	\$21.41	\$21.81
S6.5	\$17.65	\$18.58	\$19.11	\$19.68	\$20.20	\$20.82	\$21.44	\$22.08	\$22.75	\$23.19
S7	\$17.91	\$18.70	\$19.15	\$19.79	\$20.79	\$21.31	\$21.86	\$22.49	\$23.16	\$23.68
S7.5	\$18.76	\$19.57	\$20.14	\$20.36	\$21.36	\$21.90	\$22.51	\$23.19	\$23.91	\$24.84
S8	\$19.61	\$20.43	\$21.12	\$21.85	\$22.76	\$23.48	\$24.10	\$24.84	\$25.59	\$26.21
S9	\$21.54	\$22.43	\$23.10	\$23.79	\$24.47	\$25.57	\$26.14	\$27.43	\$28.38	\$28.87

Section 2. Progression through the steps of the salary scale shall be automatic and shall become effective on the first day of the next payroll period following the achievement of the time requirement.

Section 3. Should an employee's position be upgraded, they shall be placed in the same step in the higher grade. Such employee shall maintain their previous anniversary date and shall move to the next step based on that date.

Section 4. Should any employee suffer a downgrade they shall be placed on the same step in the lower grade. Such employee shall maintain their previous anniversary date and shall move to the next step on that date.

Section 5. The right to begin new employees in Steps 1 through 6 is based upon the Employers'/Hospitals' assessment of that employee's prior related experience and is reserved to the Employer(s)/Hospital(s).

Section 6. All employees shall progress through the Steps of the salary scale according to the following time requirements as noted below:

- Step 1 Hire rate;
- Step 2 One (1) year;
- Step 3 Two (2) years;
- Step 4 Three (3) years;
- Step 5 Four (4) years;
- Step 6 Five (5) years;
- Step 7 Eight (8) years;
- Step 8 Twelve (12) years;
- Step 9 Sixteen (16) years;
- Step 10 Twenty (20) years



Section 7. When an employee is promoted, they shall be placed in the appropriate Step which will not be less than three percent (3%) or more than a five percent (5%) increase and will not be less than Step 1 for the new job. Such employees will continue to move up in Steps as provided in Section 6 above. Except that employees who are in Step 7, Step 8, Step 9 and Step 10 shall only move back one Step upon receiving a promotion. After such promotion, these employees will be advanced as follows:

- a. The employee with twenty (20) years of service will advance to Step 10 one (1) year from the date of promotion;
- b. the employee with sixteen (16) years of service will advance to Step 9 one (1) year from the date of promotion;
- c. the employee with twelve (12) years of service will advance to Step 8 one (1) year from the date of promotion;
- d. the employee with at least eight (8) years of service but less than twelve (12) years will advance to Step 7 one (1) year from the date of promotion and to Step 8 upon reaching twelve (12) years of continuous service.

Section 8. Employees who bid on and are accepted into a position that commands a higher grade and who either bid out of the position, retreat from the position or does not survive the trial period associated with the new position, shall be placed in the pay step at the lower grade, reflective of their years of service with the Employers/Hospitals.

Section 9. If an employee is floated to an area and works in a job title, which is at a higher grade than the position they are floating from, they will be paid at the higher rate of pay.

Section 10. Mercy Hospital of Buffalo Service:

- a. Employees in other than lead titles, shall be paid an additional one dollar (\$1.00) per hour when assigned charge/lead responsibilities;
- b. Employees shall be paid an additional one dollar (\$1.00) per hour, when assigned preceptor responsibilities.
- c. Shift differential shall be:
  1. \$1.20 per hour for the evening shift (3:00 pm -11:00 pm); and
  2. \$2.00 per hour for the night shift (11:00 pm - 7:00 am).

Section 11. Sisters of Charity - St. Joseph Campus Service:

- a. Effective the first full pay period following ratification, shift differential shall be:
  1. \$1.26 per hour for the evening shift (3:00 pm -11:00 pm); and
  2. \$1.75 per hour for the night shift (11:00 pm - 7:00 am).
- b. All employees promoted to lead positions shall receive a minimum of a one dollar (\$1.00) per hour increase.
- c. Employees shall be paid an additional one dollar (\$1.00) per hour, when assigned preceptor responsibilities.

Section 12. Paycheck errors shall be corrected as per the following procedure:

- a. if the dollar value of the error is less than twenty percent (20%) of the employee's gross pay and the employee was responsible for the error, it will be corrected in the next pay cycle;
- b. if the dollar value of the error is equal to or greater than twenty percent (20%) of the employee's gross pay, or if their Employer/Hospital is responsible for the error, a manual check will be issued on Friday of a pay week and Tuesday of a non-pay week, as long as the value is equal or greater than \$50.00.
- c. amounts less than \$50.00 will be paid in the next pay period.

Section 13. Job titles in the bargaining unit are as follows:

Labor Grade S4.5

Certified Nurse Assistant Trainee	
Clinical Support Aide	43573
Environmental Service Worker	49042
Food Service Attendant	49200
Homemaker	49562
Hospitality Associate	49188
Linen Room Technician	49019
Parking Attendant	47060
Porter	49475
Rehabilitation Aide	49560
Sterile Prep Assistant	49810
Stocking Aide	49563
Transport	43574
Women's Service Greeter	45420

Labor Grade S5

Cook's Assistant	49085
Perioperative Attendant	49587
Receptionist Clerk/Office Operator Transport	45145

Labor Grade S5.5

Nurse Assistant	49300
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Labor Grade S6

Anesthesia Assistant	
Anesthesia Technician	49814
Certified Nurse Assistant	49650
Lead Parking Attendant	47059
Lead Environmental Service Worker	49040
Rehabilitation Assistant	49060

Labor Grade S6.5

Cook	49080
Equipment Technician	49546
Intern – Pharmacy Assistant	42240

Pharmacy Technician	49540
Receiving/Storage Porter	49090
Shift Leader	41400
Supply Clerk	

Labor Grade S7

Dialysis Technician	49545
Endoscopy Technician	45414
Sterile Processing Technician	
Student Immediate Treatment Assistant	49303

Labor Grade S7.5

Cardiac Technician	43241
EKG Technician	
Immediate Treatment Assistant	49302
Medical Assistant	43040

Labor Grade S8

Groundskeeper	48020
Pharmacy Technician Certified/Registered	49541

Labor Grade S9

Lead Sterile Processing Technician	
Senior Sterile Processing Technician	49010

*The following upgrades are effective January 1, 2023:*

Labor Grade 5	Clinical Support Aide
Labor Grade 5	Environmental Service Worker
Labor Grade 5	Transport
Labor Grade 6	Nursing Assistant
Labor Grade 6.5	Certified Nursing Assistant
Labor Grade 6.5	Lead Environmental Service Worker
Labor Grade 8	Dialysis Technician
Labor Grade 8	Immediate Treatment Assistant

**Article 56  
Clerical Salaries**

Section 1. a. This new base scale for all clerical employees will be effective the first full pay period in June, 2021:

GRADE	HIRE RATE	1 <sup>st</sup> Year Anniv	2 <sup>nd</sup> Year Anniv	3 <sup>rd</sup> Year Anniv	4 <sup>th</sup> Year Anniv	5 <sup>th</sup> Year Anniv	8 <sup>th</sup> Year Anniv	12 <sup>th</sup> Year Anniv	16 <sup>th</sup> Year Anniv	20 <sup>th</sup> Year Anniv
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
C5	\$15.25	\$15.50	\$15.82	\$16.21	\$16.77	\$17.19	\$17.54	\$18.11	\$18.68	\$19.13
C6	\$16.27	\$16.80	\$17.13	\$17.50	\$17.80	\$18.24	\$18.60	\$19.28	\$19.93	\$20.30
C6.5	\$16.43	\$17.30	\$17.79	\$18.32	\$18.80	\$19.38	\$19.96	\$20.55	\$21.18	\$21.96

C7	\$16.67	\$17.41	\$17.83	\$18.42	\$19.35	\$19.84	\$20.35	\$20.94	\$21.56	\$22.55
C7L	\$17.67	\$18.41	\$18.83	\$19.47	\$20.40	\$20.94	\$21.55	\$22.24	\$22.96	\$24.04
C8	\$18.25	\$19.02	\$19.66	\$20.34	\$21.19	\$21.86	\$22.43	\$23.12	\$23.82	\$24.40
C9	\$20.05	\$20.88	\$21.50	\$22.15	\$22.78	\$23.80	\$24.33	\$25.53	\$26.42	\$26.87
CI2	\$27.21	\$27.91	\$28.64	\$29.41	\$30.17	\$30.92	\$31.67	\$32.45	\$33.25	\$34.07

Any existing employee whose current rate is above their applicable step rate shall be red circled and receive a lump sum payment in the amount of three percent (3%) of their base wage rate. Such employees will continue to receive a lump sum payment in the amount of the applicable general increase until they catch up with the steps/scale.

Employees above the scale at Step 10 will receive a three percent (3%) general wage increase. Such employees will continue to receive the applicable general increase each year.

If placement onto the following scale would result in an employee receiving less than a three percent (3%) wage increase, such employee will receive the difference between their increase and three percent (3%) in a lump sum except for those employees specifically listed in the Salaries - STC Side Letter.

- b. This schedule will be effective the first full pay period in June, 2022 and reflects a two percent (2%) general increase:

GRADE	HIRE RATE	1 <sup>st</sup> Year Anniv	2 <sup>nd</sup> Year Anniv	3 <sup>rd</sup> Year Anniv	4 <sup>th</sup> Year Anniv	5 <sup>th</sup> Year Anniv	8 <sup>th</sup> Year Anniv	12 <sup>th</sup> Year Anniv	16 <sup>th</sup> Year Anniv	20 <sup>th</sup> Year Anniv
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
C5	\$15.56	\$15.81	\$16.14	\$16.53	\$17.11	\$17.53	\$17.89	\$18.47	\$19.05	\$19.51
C6	\$16.60	\$17.14	\$17.47	\$17.85	\$18.16	\$18.60	\$18.97	\$19.67	\$20.33	\$20.71
C6.5	\$16.76	\$17.65	\$18.15	\$18.69	\$19.18	\$19.77	\$20.36	\$20.96	\$21.60	\$22.40
C7	\$17.00	\$17.76	\$18.19	\$18.79	\$19.74	\$20.24	\$20.76	\$21.36	\$21.99	\$23.00
C7L	\$18.02	\$18.78	\$19.21	\$19.86	\$20.81	\$21.36	\$21.98	\$22.68	\$23.42	\$24.52
C8	\$18.62	\$19.40	\$20.05	\$20.75	\$21.61	\$22.30	\$22.88	\$23.58	\$24.30	\$24.89
C9	\$20.45	\$21.30	\$21.93	\$22.59	\$23.24	\$24.28	\$24.82	\$26.04	\$26.95	\$27.41
CI2	\$27.75	\$28.47	\$29.21	\$30.00	\$30.77	\$31.54	\$32.30	\$33.10	\$33.92	\$34.75

- c. This schedule will be effective the first full pay period in June, 2023 and reflects a two and one-half percent (2.5%) general increase:

GRADE	HIRE RATE	1 <sup>st</sup> Year Anniv	2 <sup>nd</sup> Year Anniv	3 <sup>rd</sup> Year Anniv	4 <sup>th</sup> Year Anniv	5 <sup>th</sup> Year Anniv	8 <sup>th</sup> Year Anniv	12 <sup>th</sup> Year Anniv	16 <sup>th</sup> Year Anniv	20 <sup>th</sup> Year Anniv
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
C5	\$15.94	\$16.21	\$16.54	\$16.95	\$17.53	\$17.97	\$18.34	\$18.93	\$19.53	\$20.00
C6	\$17.01	\$17.56	\$17.91	\$18.30	\$18.61	\$19.07	\$19.45	\$20.16	\$20.84	\$21.22
C6.5	\$17.18	\$18.09	\$18.60	\$19.15	\$19.66	\$20.26	\$20.87	\$21.49	\$22.14	\$22.96

C7	\$17.43	\$18.20	\$18.64	\$19.26	\$20.23	\$20.74	\$21.28	\$21.89	\$22.54	\$23.58
C7L	\$18.47	\$19.25	\$19.69	\$20.36	\$21.33	\$21.89	\$22.53	\$23.25	\$24.00	\$25.13
C8	\$19.08	\$19.89	\$20.55	\$21.27	\$22.15	\$22.85	\$23.45	\$24.17	\$24.90	\$25.51
C9	\$20.96	\$21.83	\$22.48	\$23.16	\$23.82	\$24.88	\$25.44	\$26.69	\$27.62	\$28.09
CI2	\$28.45	\$29.18	\$29.94	\$30.75	\$31.54	\$32.33	\$33.11	\$33.93	\$34.76	\$35.62

d. This schedule will be effective the first full pay period in June, 2024 and reflects a two and three quarters percent (2.75%) general increase:

GRADE	HIRE RATE	1 <sup>st</sup> Year Anniv	2 <sup>nd</sup> Year Anniv	3 <sup>rd</sup> Year Anniv	4 <sup>th</sup> Year Anniv	5 <sup>th</sup> Year Anniv	8 <sup>th</sup> Year Anniv	12 <sup>th</sup> Year Anniv	16 <sup>th</sup> Year Anniv	20 <sup>th</sup> Year Anniv
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
C5	\$16.38	\$16.65	\$16.99	\$17.41	\$18.02	\$18.47	\$18.84	\$19.45	\$20.07	\$20.55
C6	\$17.48	\$18.05	\$18.40	\$18.80	\$19.12	\$19.59	\$19.98	\$20.71	\$21.41	\$21.81
C6.5	\$17.65	\$18.58	\$19.11	\$19.68	\$20.20	\$20.82	\$21.44	\$22.08	\$22.75	\$23.59
C7	\$17.91	\$18.70	\$19.15	\$19.79	\$20.79	\$21.31	\$21.86	\$22.49	\$23.16	\$24.22
C7L	\$18.98	\$19.78	\$20.23	\$20.92	\$21.91	\$22.49	\$23.15	\$23.89	\$24.66	\$25.83
C8	\$19.61	\$20.43	\$21.12	\$21.85	\$22.76	\$23.48	\$24.10	\$24.84	\$25.59	\$26.21
C9	\$21.54	\$22.43	\$23.10	\$23.79	\$24.47	\$25.57	\$26.14	\$27.43	\$28.38	\$28.87
CI2	\$29.23	\$29.98	\$30.77	\$31.59	\$32.41	\$33.22	\$34.02	\$34.86	\$35.72	\$36.60

Section 2. Progression through the steps of the salary scale shall be automatic and shall become effective on the first day of the next payroll period following the achievement of the time requirement.

Section 3. Should an employee's position be upgraded, they shall be placed in the same step in the higher grade. Such employee shall maintain their previous anniversary date and shall move to the next step based on that date.

Section 4. Should any employee suffer a downgrade they shall be placed on the same step in the lower grade. Such employee shall maintain their previous anniversary date and shall move to the next step on that date.

Section 5. The right to begin new employees in Steps 1 through 6 is based upon the Employer(s)/Hospital(s)' assessment of that employee's prior related experience and is reserved to the Employer(s)/Hospital(s).

Section 6. All employees shall progress through the Steps of the salary scale according to the following time requirements as noted below:

- Step 1 Hire rate;
- Step 2 One (1) year;
- Step 3 Two (2) years;
- Step 4 Three (3) years;
- Step 5 Four (4) years;
- Step 6 Five (5) years;

Step 7	Eight (8) years;
Step 8	Twelve (12) years;
Step 9	Sixteen (16) years;
Step 10	Twenty (20) years.

Section 7. When an employee is promoted, they shall be placed in the appropriate Step which will not be less than three percent (3%) or more than a five percent (5%) increase and will not be less than Step 1 for the new job. Such employees will continue to move up in Steps as provided in Section 6 above. Except that employees who are in Step 7, Step 8, Step 9, and Step 10 shall only move back one Step upon receiving a promotion. After such promotion, these employees will be advanced as follows:

- a. The employee with twenty (20) years of service will advance to Step 10 one (1) year from the date of promotion;
- b. the employee with sixteen (16) years of service will advance to Step 9 one (1) year from the date of promotion;
- c. the employee with twelve (12) years of service will advance to Step 8 one (1) year from the date of promotion;
- d. the employee with at least eight (8) years of service but less than twelve (12) years will advance to Step 7 one (1) year from the date of promotion and to Step 8 upon reaching twelve (12) years of continuous service.

Section 8. Employees who bid on and are accepted into a position that commands a higher grade and who either bid out of the position, retreat from the position or does not survive the trial period associated with the new position, shall be placed in the pay step at the lower grade, reflective of their years of service with the Employers/Hospitals.

Section 9. If an employee is floated to an area and works in a job title, which is at a higher grade than the position they are floating from, they will be paid at the higher rate of pay.

Section 10. Mercy Hospital Clerical:

- a. Employees in other than lead titles, shall be paid an additional one dollar (\$1.00) per hour when assigned charge/lead responsibilities.
- b. Employees shall be paid an additional one dollar (\$1.00) per hour, when assigned preceptor responsibilities.
- c. Shift differential shall be:
  1. \$1.20 per hour for the evening shift (3:00 pm -11:00 pm); and
  2. \$2.00 per hour for the night shift (11:00 pm -7:00 am).

Section 11. Sisters of Charity, St. Joseph Campus Clerical:

- a. Effective the first full pay period following ratification, shift differential shall be:
  1. \$1.26 per hour for the evening shift (3:00 pm -11:00 pm); and
  2. \$1.75 per hour for the night shift (11:00 pm - 7:00 am).
- b. All employees promoted to lead positions shall receive a minimum of a one dollar (\$1.00) per hour increase.
- c. Employees shall be paid an additional one dollar (\$1.00) per hour, when assigned preceptor responsibilities.

Section 12. Paycheck errors shall be corrected as per the following procedure:

- a. if the dollar value of the error is less than twenty percent (20%) of the employee's gross pay and the employee was responsible for the error, it will be corrected in the next pay cycle;
- b. if the dollar value of the error is equal to or greater than twenty percent (20%) of the employee's gross pay, or their Employer/Hospital is responsible for the error, a manual check will be issued on Friday of a pay week and Tuesday of a non-pay week, as long as the value is equal or greater than \$50.00.
- c. amounts less than \$50.00 will be paid in the next pay period.

Section 13. Job titles in the bargaining unit are as follows:

Labor Grade C5

Nutrition Office Clerk	45040
Receptionist	45250

Labor Grade C6

Birth Registrar Correspondence Clerk	45128
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Labor Grade C6.5

Correspondence Secretary	45125
Health Information Clerk	45165
Ship & Receive Clerk	45484
Storeroom Clerk	
Switchboard Operator – Day and Evening Shift 75	45040
Switchboard Operator – Night Shift 80	45459
Unit Clerk	45415
Unit Clerk – ED	45416

Labor Grade C7

Administrative Assistant II	
Chart Analyst	45167
Cashier	45060
Patient Access Specialist	45175
Patient Service Specialist – PCC	45176
Pharmacy Purchasing Assistant	45488
Pre-Surgical Liaison	43055
Radiology Office Clerk	45180
Secretary – Patient Care Services	
Secretary – Perinatal	
Secretary – Rehab	
Staffing Clerk	45069

Labor Grade C7L

Lead Patient Access Specialist	
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Labor Grade C8

Billing Secretary	45585
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Coordinator Surgical Scheduling	
Lead Storeroom Clerk	
Materials Coordinator	45526
Scheduling Secretary	45590
Scheduler Invasive – EP	45591
Scheduler Invasive – PST	45592
Secretary – Stress/Echo	

Labor Grade C9

Registration Reimbursement Coordinator	45275
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Labor Grade C12

Coder/Analyst	43071
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**Article 57**  
**Technical Salaries**

Section 1. a. This new base scale for all technical employees will be effective the first full pay period in June, 2021:

GRADE	HIRE RATE	1 <sup>st</sup> Year Anniv	2 <sup>nd</sup> Year Anniv	3 <sup>rd</sup> Year Anniv	4 <sup>th</sup> Year Anniv	5 <sup>th</sup> Year Anniv	8 <sup>th</sup> Year Anniv	12 <sup>th</sup> Year Anniv	16 <sup>th</sup> Year Anniv	20 <sup>th</sup> Year Anniv
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
T9	20.05	20.88	21.50	22.15	22.78	23.80	24.33	25.53	26.42	26.87
T9.5	21.99	22.55	23.15	23.78	24.44	25.07	25.73	26.37	27.01	27.68
T10	22.66	23.35	23.95	24.66	25.35	26.06	26.75	27.45	28.17	28.90
T10L	23.66	24.35	24.95	25.71	26.40	27.15	28.14	28.75	29.38	30.40
T11	24.91	25.57	26.20	26.83	27.43	28.09	28.72	29.33	30.00	30.67
T11.5	27.24	27.87	28.51	29.16	29.83	30.52	31.69	32.42	33.16	33.93
T11.5L	28.24	28.87	29.51	30.21	30.88	31.61	32.89	33.72	34.56	35.43
T12	28.10	28.91	29.63	30.37	31.14	31.90	32.88	33.70	34.51	35.34
T12.5	28.95	29.94	30.74	31.58	32.44	33.27	34.07	34.97	35.85	36.75
T12.5L	29.95	30.94	31.74	32.63	33.48	34.37	35.26	36.27	37.24	38.24
T13	29.23	30.17	30.93	31.73	32.58	33.41	34.20	35.18	36.14	37.04
T13L	30.23	31.17	31.93	32.78	33.62	34.51	35.39	36.48	37.53	38.54
T13.5	31.04	31.94	32.76	33.63	34.43	35.31	36.15	36.96	37.95	38.95
T13.5L	32.04	32.94	33.76	34.68	35.48	36.41	37.35	38.25	39.35	40.45
T14	31.59	32.47	33.36	34.22	35.08	35.97	37.00	37.88	38.89	40.56
T14L	32.59	33.47	34.36	35.27	36.13	37.06	38.20	39.17	40.29	42.06
T14.5	32.79	33.66	34.60	35.48	36.39	37.31	38.30	39.20	40.27	41.36
T14.5L	33.79	34.66	35.60	36.53	37.44	38.41	39.50	40.50	41.67	42.86
T15	33.97	34.85	35.82	36.74	37.68	38.65	39.59	40.53	41.63	42.75
T15L	34.97	35.85	36.82	37.79	38.73	39.74	40.79	41.82	43.02	44.24
T16	38.24	39.38	40.53	41.75	43.02	43.67	44.32	45.66	47.00	48.41
T16L	39.24	40.38	41.53	42.80	44.07	44.77	45.42	46.91	48.40	49.91

Any existing employee whose current rate is above their applicable step rate shall be red circled and receive a lump sum payment in the amount of three percent (3%) of their base wage rate. Such employees will continue to receive a lump sum payment in the amount of the applicable general increase until they catch up with the steps/scale.

Employees above the scale at Step 10 will receive a three percent (3%) general wage increase. Such employees will continue to receive the applicable general increase each year.

If placement onto the following scale would result in an employee receiving less than a three percent (3%) wage increase, such employee will receive the difference between their increase and three percent (3%) in a lump sum except for those employees specifically listed in the Salaries - STC - Side Letter.

b. This schedule will be effective the first full pay period in June 2022 and reflects a two percent (2%) general increase:

GRADE	HIRE RATE	1 <sup>st</sup> Year Anniv	2 <sup>nd</sup> Year Anniv	3 <sup>rd</sup> Year Anniv	4 <sup>th</sup> Year Anniv	5 <sup>th</sup> Year Anniv	8 <sup>th</sup> Year Anniv	12 <sup>th</sup> Year Anniv	16 <sup>th</sup> Year Anniv	20 <sup>th</sup> Year Anniv
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
T9	\$20.45	\$21.30	\$21.93	\$22.59	\$23.24	\$24.28	\$24.82	\$26.04	\$26.95	\$27.41
T 9.5	\$22.43	\$23.00	\$23.61	\$24.26	\$24.93	\$25.57	\$26.24	\$26.90	\$27.55	\$28.23
T10	\$23.11	\$23.82	\$24.43	\$25.15	\$25.86	\$26.58	\$27.29	\$28.00	\$28.73	\$29.48
T10L	\$24.13	\$24.84	\$25.45	\$26.22	\$26.93	\$27.69	\$28.70	\$29.33	\$29.97	\$31.01
T11	\$25.41	\$26.08	\$26.72	\$27.37	\$27.98	\$28.65	\$29.29	\$29.92	\$30.60	\$31.28
T11.5	\$27.78	\$28.43	\$29.08	\$29.74	\$30.43	\$31.13	\$32.32	\$33.07	\$33.82	\$34.61
T11.5L	\$28.80	\$29.45	\$30.10	\$30.81	\$31.50	\$32.24	\$33.55	\$34.39	\$35.25	\$36.14
T12	\$28.66	\$29.49	\$30.22	\$30.98	\$31.76	\$32.54	\$33.54	\$34.37	\$35.20	\$36.05
T12.5	\$29.53	\$30.54	\$31.35	\$32.21	\$33.09	\$33.94	\$34.75	\$35.67	\$36.57	\$37.49
T12.5L	\$30.55	\$31.56	\$32.37	\$33.28	\$34.15	\$35.06	\$35.97	\$37.00	\$37.98	\$39.00
T13	\$29.81	\$30.77	\$31.55	\$32.36	\$33.23	\$34.08	\$34.88	\$35.88	\$36.86	\$37.78
T13L	\$30.83	\$31.79	\$32.57	\$33.44	\$34.29	\$35.20	\$36.10	\$37.21	\$38.28	\$39.31
T13.5	\$31.66	\$32.58	\$33.42	\$34.30	\$35.12	\$36.02	\$36.87	\$37.70	\$38.71	\$39.73
T13.5L	\$32.68	\$33.60	\$34.44	\$35.37	\$36.19	\$37.14	\$38.10	\$39.02	\$40.14	\$41.26
T14	\$32.22	\$33.12	\$34.03	\$34.90	\$35.78	\$36.69	\$37.74	\$38.64	\$39.67	\$41.37
T14L	\$33.24	\$34.14	\$35.05	\$35.98	\$36.85	\$37.80	\$38.96	\$39.95	\$41.10	\$42.90
T14.5	\$33.45	\$34.33	\$35.29	\$36.19	\$37.12	\$38.06	\$39.07	\$39.98	\$41.08	\$42.19
T14.5L	\$34.47	\$35.35	\$36.31	\$37.26	\$38.19	\$39.18	\$40.29	\$41.31	\$42.50	\$43.72
T15	\$34.65	\$35.55	\$36.54	\$37.47	\$38.43	\$39.42	\$40.38	\$41.34	\$42.46	\$43.61
T15L	\$35.67	\$36.57	\$37.56	\$38.55	\$39.50	\$40.53	\$41.61	\$42.66	\$43.88	\$45.12
T16	\$39.00	\$40.17	\$41.34	\$42.59	\$43.88	\$44.54	\$45.21	\$46.57	\$47.94	\$49.38
T16L	\$40.02	\$41.19	\$42.36	\$43.66	\$44.95	\$45.67	\$46.33	\$47.85	\$49.37	\$50.91

c. This schedule will be effective the first full pay period in June, 2023 and reflects a two and one-half percent (2.5%) general increase:

GRADE	HIRE RATE	1 <sup>st</sup> Year Anniv	2 <sup>nd</sup> Year Anniv	3 <sup>rd</sup> Year Anniv	4 <sup>th</sup> Year Anniv	5 <sup>th</sup> Year Anniv	8 <sup>th</sup> Year Anniv	12 <sup>th</sup> Year Anniv	16 <sup>th</sup> Year Anniv	20 <sup>th</sup> Year Anniv
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
T9	\$20.96	\$21.83	\$22.48	\$23.16	\$23.82	\$24.88	\$25.44	\$26.69	\$27.62	\$28.09
T 9.5	\$22.99	\$23.58	\$24.20	\$24.86	\$25.55	\$26.21	\$26.90	\$27.57	\$28.24	\$28.94
T10	\$23.69	\$24.41	\$25.04	\$25.78	\$26.50	\$27.25	\$27.97	\$28.70	\$29.45	\$30.21
T10L	\$24.73	\$25.46	\$26.09	\$26.88	\$27.60	\$28.39	\$29.42	\$30.06	\$30.72	\$31.78
T11	\$26.04	\$26.73	\$27.39	\$28.05	\$28.68	\$29.37	\$30.03	\$30.66	\$31.37	\$32.07
T11.5	\$28.48	\$29.14	\$29.81	\$30.49	\$31.19	\$31.91	\$33.13	\$33.90	\$34.67	\$35.47
T11.5L	\$29.52	\$30.19	\$30.85	\$31.58	\$32.29	\$33.05	\$34.39	\$35.25	\$36.13	\$37.04
T12	\$29.38	\$30.23	\$30.98	\$31.75	\$32.56	\$33.35	\$34.38	\$35.23	\$36.08	\$36.95
T12.5	\$30.27	\$31.30	\$32.14	\$33.02	\$33.92	\$34.78	\$35.62	\$36.56	\$37.48	\$38.42
T12.5L	\$31.31	\$32.35	\$33.18	\$34.11	\$35.00	\$35.93	\$36.86	\$37.92	\$38.93	\$39.98
T13	\$30.56	\$31.54	\$32.34	\$33.17	\$34.06	\$34.93	\$35.76	\$36.78	\$37.78	\$38.73
T13L	\$31.60	\$32.59	\$33.38	\$34.27	\$35.15	\$36.08	\$37.00	\$38.14	\$39.24	\$40.29
T13.5	\$32.45	\$33.39	\$34.25	\$35.16	\$36.00	\$36.92	\$37.79	\$38.64	\$39.68	\$40.72
T13.5L	\$33.50	\$34.44	\$35.30	\$36.26	\$37.09	\$38.07	\$39.05	\$39.99	\$41.14	\$42.29
T14	\$33.03	\$33.95	\$34.88	\$35.78	\$36.68	\$37.61	\$38.68	\$39.60	\$40.66	\$42.41
T14L	\$34.07	\$34.99	\$35.92	\$36.87	\$37.77	\$38.75	\$39.94	\$40.95	\$42.12	\$43.97
T14.5	\$34.28	\$35.19	\$36.17	\$37.09	\$38.05	\$39.01	\$40.04	\$40.98	\$42.10	\$43.24
T14.5L	\$35.33	\$36.24	\$37.22	\$38.19	\$39.14	\$40.16	\$41.30	\$42.34	\$43.57	\$44.81
T15	\$35.52	\$36.44	\$37.45	\$38.41	\$39.39	\$40.41	\$41.39	\$42.37	\$43.52	\$44.70
T15L	\$36.56	\$37.48	\$38.50	\$39.51	\$40.49	\$41.55	\$42.65	\$43.72	\$44.98	\$46.25
T16	\$39.98	\$41.17	\$42.37	\$43.65	\$44.98	\$45.66	\$46.34	\$47.74	\$49.14	\$50.61
T16L	\$41.02	\$42.22	\$43.42	\$44.75	\$46.08	\$46.81	\$47.49	\$49.04	\$50.60	\$52.18

d. This schedule will be effective the first full pay period in June, 2024 and reflects a two and three quarters percent (2.75%) general increase:

GRADE	HIRE RATE	1 <sup>st</sup> Year Anniv	2 <sup>nd</sup> Year Anniv	3 <sup>rd</sup> Year Anniv	4 <sup>th</sup> Year Anniv	5 <sup>th</sup> Year Anniv	8 <sup>th</sup> Year Anniv	12 <sup>th</sup> Year Anniv	16 <sup>th</sup> Year Anniv	20 <sup>th</sup> Year Anniv
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
T9	\$21.54	\$22.43	\$23.10	\$23.79	\$24.47	\$25.57	\$26.14	\$27.43	\$28.38	\$28.87
T 9.5	\$23.62	\$24.22	\$24.87	\$25.55	\$26.25	\$26.93	\$27.64	\$28.33	\$29.02	\$29.74
T10	\$24.34	\$25.08	\$25.73	\$26.49	\$27.23	\$27.99	\$28.74	\$29.49	\$30.26	\$31.05
T10L	\$25.41	\$26.16	\$26.80	\$27.62	\$28.36	\$29.17	\$30.23	\$30.88	\$31.56	\$32.66
T11	\$26.76	\$27.47	\$28.15	\$28.82	\$29.47	\$30.18	\$30.85	\$31.51	\$32.23	\$32.95
T11.5	\$29.26	\$29.94	\$30.63	\$31.33	\$32.04	\$32.79	\$34.04	\$34.83	\$35.62	\$36.45
T11.5L	\$30.33	\$31.01	\$31.70	\$32.45	\$33.18	\$33.96	\$35.34	\$36.22	\$37.12	\$38.06
T12	\$30.19	\$31.06	\$31.83	\$32.63	\$33.45	\$34.27	\$35.32	\$36.20	\$37.07	\$37.96
T12.5	\$31.10	\$32.16	\$33.02	\$33.92	\$34.85	\$35.74	\$36.60	\$37.57	\$38.51	\$39.48
T12.5L	\$32.17	\$33.24	\$34.10	\$35.05	\$35.97	\$36.92	\$37.88	\$38.96	\$40.01	\$41.08
T13	\$31.40	\$32.41	\$33.23	\$34.09	\$35.00	\$35.89	\$36.74	\$37.79	\$38.82	\$39.79
T13L	\$32.47	\$33.48	\$34.30	\$35.21	\$36.12	\$37.07	\$38.02	\$39.19	\$40.32	\$41.40
T13.5	\$33.34	\$34.31	\$35.19	\$36.13	\$36.99	\$37.93	\$38.83	\$39.70	\$40.77	\$41.84
T13.5L	\$34.42	\$35.39	\$36.27	\$37.26	\$38.11	\$39.11	\$40.12	\$41.09	\$42.27	\$43.45
T14	\$33.94	\$34.88	\$35.84	\$36.76	\$37.68	\$38.64	\$39.75	\$40.69	\$41.78	\$43.57
T14L	\$35.01	\$35.96	\$36.91	\$37.89	\$38.81	\$39.81	\$41.04	\$42.08	\$43.28	\$45.18
T14.5	\$35.22	\$36.16	\$37.17	\$38.11	\$39.09	\$40.08	\$41.14	\$42.11	\$43.26	\$44.43
T14.5L	\$36.30	\$37.23	\$38.24	\$39.24	\$40.22	\$41.26	\$42.43	\$43.51	\$44.76	\$46.04
T15	\$36.49	\$37.44	\$38.44	\$39.47	\$40.48	\$41.52	\$42.53	\$43.54	\$44.72	\$45.92
T15L	\$37.57	\$38.51	\$39.55	\$40.60	\$41.61	\$42.69	\$43.82	\$44.93	\$46.21	\$47.52
T16	\$41.08	\$42.30	\$43.54	\$44.85	\$46.21	\$46.91	\$47.61	\$49.05	\$50.49	\$52.00
T16L	\$42.15	\$43.38	\$44.61	\$45.98	\$47.34	\$48.09	\$48.79	\$50.39	\$51.99	\$53.62

Section 2. Progression through the steps of the salary scale shall be automatic and shall become effective on the first day of the next payroll period following the achievement of the time requirement.

Section 3. Should an employee's position be upgraded, they shall be placed in the same step in the higher grade. Such employee shall maintain their previous anniversary date and shall move to the next step based on that date.

Section 4. Should any employee suffer a downgrade they shall be placed on the same step in the lower grade. Such employee shall maintain their previous anniversary date and shall move to the next step on that date.

Section 5. For the purpose of determining a hire rate for new employees, their Employer/Hospital shall credit employees with prior service as a technical employee at this or another acute care institution as follows:

Completed Years of Service	Credited Service
1	1
2-3	2
4-5	3
6-10	4
More than 10	6

Section 6. All employees shall progress through the Steps of the salary scale according to the following time requirements as noted below:

Step 1	Hire rate;
Step 2	One (1) year;
Step 3	Two (2) years;
Step 4	Three (3) years;
Step 5	Four (4) years;
Step 6	Five (5) years;
Step 7	Eight (8) years;
Step 8	Twelve (12) years;
Step 9	Sixteen (16) years;
Step 10	Twenty (20) years.

Section 7. Employees promoted to a higher grade shall be placed in the new grade at a Step representing at least a three percent (3%) increase in pay.

Section 8. Employees who bid on and are accepted into a position that commands a higher grade and who either bid out of the position, retreats from the position or does not survive the trial period associated with the new position, shall be placed in the pay step at the lower grade, reflective of their years of service with the Employer(s)/Hospital(s).

Section 9. If an employee is floated to an area and works in a job title, which is at a higher grade than the position they are floating from, they will be paid at the higher rate of pay.

Section 10. Mercy Hospital Technical:

- a. Employees in other than lead titles, shall be paid an additional one dollar (\$1.00) per hour when assigned charge/lead responsibilities.
- b. Employees shall be paid an additional one dollar (\$1.00) per hour, when assigned preceptor responsibilities.
- c. Shift differential shall be:
  1. \$1.20 per hour for the evening shift (3:00 pm – 11:00 pm); and
  2. \$2.00 per hour for the night shift (11:00 pm – 7:00 am).

- Section 11. Kenmore Mercy Hospital Technical:
- a. Employees in other than lead titles, shall be paid an additional one dollar and five cents (\$1.05) per hour when assigned charge/lead responsibilities.
  - b. Employees shall be paid an additional one dollar (\$1.00) per hour, when assigned preceptor responsibilities.
  - c. Shift differential shall be:
    - 1. \$1.26 per hour for the evening shift (3:00 pm – 11:00 pm); and
    - 2. \$1.50 per hour for the night shift (11:00 pm – 7:00 am).

- Section 12. Sisters of Charity Hospital – St. Joseph Campus Technical:
- a. Employees in other than lead titles, shall be paid an additional one dollar (\$1.00) per hour when assigned charge/lead responsibilities.
  - b. Employees shall be paid an additional one dollar and five cents (\$1.05) per hour, when assigned preceptor responsibilities.
  - c. Shift differential shall be:
    - 1. \$1.26 per hour for the evening shift (3:00 pm – 11:00 pm); and
    - 2. \$2.00 per hour for the night shift (11:00 pm – 7:00 am).

- Section 13. Paycheck errors shall be corrected as per the following procedure:
- a. if the dollar value of the error is less than twenty percent (20%) of the employee's gross pay and the employee was responsible for the error, it will be corrected in the next pay cycle;
  - b. if the dollar value of the error is equal to or greater than twenty percent (20%) of the employee's gross pay, or the Employers/Hospitals is responsible for the error, a manual check will be issued on Friday of a pay week and Tuesday of a non-pay week, as long as the value is equal or greater than \$50.00.
  - c. amounts less than \$50.00 will be paid in the next pay period.

Section 14. Job titles in the bargaining unit are as follows:

Labor Grade T9

Dietetic Technician – Registered

Labor Grade T9.5

Certified Occupational Therapy Assistant  
Physical Therapy Assistant

Labor Grade T10

Licensed Practical Nurse

Labor Grade T10L

Licensed Practical Nurse - Team Leader

Labor Grade T11

Respiratory Therapy Technician/Sleep

Respiratory Therapy Technicians  
Sleep Technician

Labor Grade T11.5

Materials Clerk (OR)  
Surgical Technologist

Labor Grade T11.5L

Lead Surgical Technologist

Labor Grade T12.5

Radiology Technologist  
Surgical Technologist – Cardiac OR

Labor Grade T12.5L

Lead Radiology Technologist

Labor Grade T13

CT Technologist  
Mammography Technologist  
Respiratory Therapist  
Sleep Respiratory Therapist  
Sleep Technologist

Labor Grade T13L

Lead Mammography Technologist  
Lead Sleep Technologist

Labor Grade T14

Certified CT Technologist  
MRI Technologist  
Special Procedure Technologist  
Special Procedure Technologist: Interventional Radiology

Labor Grade T14L

Lead Certified CT Technologist  
Lead MRI Technologist

Labor Grade T14.5

Certified Ultrasound Technologist  
Invasive Interventional Radiology Technologist  
Perinatal Ultrasound Technologist

Labor Grade T14.5L

Lead Certified Ultrasound Technologist  
Lead Invasive Interventional Radiology Technologist

Labor Grade T15

Echo Technologist – Certified Cardiac Sonographer  
Registered Vascular Technologist

Labor Grade T16

Transcranial Ultrasound

Labor Grade T16L

Lead RVT/Transcranial Ultrasound Technologist

**Article 58  
Registered Nurse Salaries**

Section 1. a. This new base scale for registered nurses will be effective the first full pay period in June, 2021:

Grade	HIRE RATE	1 <sup>st</sup> Year Anniv	2 <sup>nd</sup> Year Anniv	3 <sup>rd</sup> Year Anniv	4 <sup>th</sup> Year Anniv	5 <sup>th</sup> Year Anniv	8 <sup>th</sup> Year Anniv	12 <sup>th</sup> Year Anniv	16 <sup>th</sup> Year Anniv	20 <sup>th</sup> Year Anniv
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
RN1	34.32	34.62	35.49	36.91	41.16	41.76	43.48	45.22	46.20	48.00
RN2	38.45	40.29	41.49	42.78	44.02	45.13	46.67	48.30	49.54	50.26

Any existing employee whose current rate is above their applicable step rate shall be red circled and receive a lump sum payment in the amount of three percent (3%) of their base wage rate. Such employees will continue to receive a lump sum payment in the amount of the applicable general increase until they catch up with the steps/scale.

Employees above the scale at Step 10 will receive a three percent (3%) general wage increase. Such employees will continue to receive the applicable general increase each year.

If placement onto the above scale would result in an employee receiving less than a three percent (3%) wage increase, such employee will receive the difference between their increase and three percent (3%) in a lump sum payment except for those employees specifically listed in the Salaries – RN Side Letter.

b. This schedule will be effective the first full pay period in June, 2022 and reflects a two percent (2.0%) general increase:

Grade	HIRE RATE	1 <sup>st</sup> Year Anniv	2 <sup>nd</sup> Year Anniv	3 <sup>rd</sup> Year Anniv	4 <sup>th</sup> Year Anniv	5 <sup>th</sup> Year Anniv	8 <sup>th</sup> Year Anniv	12 <sup>th</sup> Year Anniv	16 <sup>th</sup> Year Anniv	20 <sup>th</sup> Year Anniv
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
RN1	\$35.01	\$35.31	\$36.20	\$37.65	\$41.98	\$42.60	\$44.35	\$46.12	\$47.12	\$48.96
RN2	\$39.22	\$41.10	\$42.32	\$43.64	\$44.90	\$46.03	\$47.60	\$49.27	\$50.53	\$51.27

c. This schedule will be effective the first full pay period in June, 2023 and reflects a two and one-half percent (2.5%) general increase:



Grade	HIRE RATE	1 <sup>st</sup> Year Anniv	2 <sup>nd</sup> Year Anniv	3 <sup>rd</sup> Year Anniv	4 <sup>th</sup> Year Anniv	5 <sup>th</sup> Year Anniv	8 <sup>th</sup> Year Anniv	12 <sup>th</sup> Year Anniv	16 <sup>th</sup> Year Anniv	20 <sup>th</sup> Year Anniv
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
RN1	\$35.88	\$36.20	\$37.10	\$38.59	\$43.03	\$43.66	\$45.46	\$47.28	\$48.30	\$50.18
RN2	\$40.20	\$42.12	\$43.38	\$44.73	\$46.02	\$47.18	\$48.79	\$50.50	\$51.79	\$52.55

a. This schedule will be effective the first full pay period in June, 2024 and reflects a two and three quarters percent (2.75%) general increase:

Grade	HIRE RATE	1 <sup>st</sup> Year Anniv	2 <sup>nd</sup> Year Anniv	3 <sup>rd</sup> Year Anniv	4 <sup>th</sup> Year Anniv	5 <sup>th</sup> Year Anniv	8 <sup>th</sup> Year Anniv	12 <sup>th</sup> Year Anniv	16 <sup>th</sup> Year Anniv	20 <sup>th</sup> Year Anniv
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
RN1	\$36.87	\$37.19	\$38.13	\$39.65	\$44.22	\$44.86	\$46.71	\$48.58	\$49.63	\$51.56
RN2	\$41.30	\$43.28	\$44.57	\$45.96	\$47.29	\$48.48	\$50.14	\$51.89	\$53.22	\$53.99

Section 2. Progression through the steps of the salary scale shall be automatic and shall become effective on the first day of the next payroll period following the achievement of the time requirement.

Section 3. Should an employee's position be upgraded, they shall be placed in the same step in the higher grade. Such employee shall maintain their previous anniversary date and shall move to the next step based on that date.

Section 4. Should any employee suffer a downgrade they shall be placed on the same step in the lower grade. Such employee shall maintain their previous anniversary date and shall move to the next step on that date.

Section 5. For the purpose of determining a hire rate for new employees, the Employer(s)/Hospital(s) shall credit employees with prior service as a Registered Nurse at this or another acute care institution as follows:

Completed Years of Service	Credited Service
1	1
2-3	2
4-5	3
6-10	4
More than 10	5

Section 6. All employees shall progress through the steps of the salary scale according to the following time requirements as noted below

Step 1	Hire Rate;
Step 2	One (1) Year;
Step 3	Two (2) years;
Step 4	Three (3) years;
Step 5	Four (4) years;

Step 6	Five (5) years;
Step 7	Eight (8) years;
Step 8	Twelve (12) years;
Step 9	Sixteen (16) years;
Step 10	Twenty (20) years.

Section 7. Employees promoted to a higher grade shall be placed in the new grade at a step representing at least three percent (3%) increase in pay and shall advance to the next step in that grade after one (1) year.

Section 8. Mercy Hospital of Buffalo Registered Nurses:

- a. Employees assigned to charge duties shall be paid an additional one dollar and twenty-five cents (\$1.25) per hour for all hours worked in that assignment.
- b. Employees shall be paid an additional one dollar and twenty-five cents (\$1.25) per hour for all hours worked as a preceptor.
- c. Shift differential shall be:
  - 1. One dollar and seventy-five cents (\$1.75) per hour for the evening shift (3:00 pm -11:00 pm); and
  - 2. Three dollars (\$3.00) per hour for the night shift (11:00 pm - 7:00 am).

Section 9. Kenmore Mercy Hospital Registered Nurses:

- a. Employees assigned to charge duties shall be paid an additional one dollar and twenty-five cents (\$1.25) per hour for all hours worked in that assignment.
- b. Employees shall be paid an additional one dollar and twenty-five cents (\$1.25) per hour for all hours worked as a preceptor.
- c. Shift differential shall be:
  - 1. Two dollars (\$2.00) per hour for hours worked between 3:00 pm and 11:00 pm for the evening shift;
  - 2. Two dollars and fifty cents (\$2.50) per hour for hours worked between 11:00 pm and 7:00 am for the night shift.

Section 10. Sisters of Charity, St. Joseph Campus Registered Nurses:

- a. Employees assigned to charge duties shall be paid an additional one dollar and twenty-five cents (\$1.25) per hour for all hours worked in that assignment.
- b. Employees shall be paid an additional one dollar and twenty-five cents (\$1.25) per hour for all hours worked as a preceptor.
- c. The shift differential shall be:
  - 1. One dollar and seventy-five cents (\$1.75) per hour for all hours worked on the evening shift by an evening shift employee.
  - 2. Two dollars and fifty cents (\$2.50) per hour for all hours worked on the night shift by a night shift employee.

Section 11. The Employers/Hospitals recognize the clinical expertise of their professional RN staff and will provide additional compensation in recognition of professional certifications from the American Nurse Credentialing Center (ANCC) in accordance with the following:

- a. the RN must be employed as a full-time, part-time or weekend employee for a period of not less than one (1) year;
- b. the RN must be employed in a position that is directly related to the certification received and the certification must not be required by Federal law or New York State law in order to perform their current job;
- c. full-time and part-time employees will receive a lump sum payment of five hundred dollars (\$500.00) within thirty (30) days following the submission of documentation that the certification has been successfully achieved or renewed with a maximum payment of five hundred dollars (\$500.00) per calendar year;
- d. weekend employees will receive a lump sum payment of three hundred dollars (\$300.00) within thirty (30) days following the submission of documentation that the certification has been successfully achieved or renewed with a maximum payment of three hundred dollars (\$300.00) per calendar year;
- e. upon successful completion of the professional certification requirement, the Professional Certification Achievement Award Application must be completed and submitted along with a copy of the certification achievement or renewal to the appropriate nurse manager for review and endorsement and submission to the Vice-President Patient Care Services for approval.

Section 12. For all hours worked on the weekend, weekend employees shall be paid the weekend rate of:

- a. \$ 63.11 per hour effective the first full pay period of June 2021;
- b. \$ 65.00 per hour effective the first full pay period of June 2022;
- c. \$ 66.95 per hour effective the first full pay period of June 2023;
- d. \$ 68.96 per hour effective the first full pay period of June 2024.

Section 13. Paycheck errors shall be corrected as per the following procedure:

- a. if the dollar value of the error is less than twenty percent (20%) of the employee's gross pay and the employee was responsible for the error, it will be corrected in the next pay cycle;
- b. if the dollar value of the error is equal to or greater than twenty percent (20%) of the employee's gross pay, or their Employer/Hospital is responsible for the error, a manual check will be issued on Friday of a pay week and Tuesday of a non-pay week as long as the value is equal or greater than \$50.00;
- c. amounts less than \$50.00 will be paid in the next pay period.

Section 14. Job titles in the bargaining unit are as follows:

RN1

Ambulatory Registered Nurse  
Emergency Department Registered Nurse  
GI Registered Nurse  
PACU Registered Nurse  
Perioperative Registered Nurse

Resident Care Coordinator  
Registered Nurse  
Radiology Registered Nurse

Registered Nurses presently employed in the Mercy Hospital Care Management Department as Case Managers, Discharge Coordinators, RN Care Coordinators, and RN Rehab Specialists in the RN2 pay grade shall remain in the RN2 pay grade.

Registered Nurses presently employed in the Mercy Hospital Care Management Department as Case Managers, Discharge Coordinators, RN Care Coordinators, and RN Rehab Specialists in the RN1 pay grade shall remain in the RN1 pay grade.

Registered Nurses, both internal bidders and external applicants, hired into the Mercy Hospital Care Management Department as Case Managers, Discharge Coordinators, RN Care Coordinators, and RN Rehab Specialists after ratification shall be hired into the RN1 Pay grade.

## RN2

Registered Nurse First Assistant

### **Article 59 New York State Paid Sick Leave (NYS PSL)**

Section 1. Employees may use their PTO for up to fifty-six (56) hours per calendar year, for the following reasons impacting the employee or a covered member of their family for whom they are providing care or assistance with care:

- a. A mental or physical illness, injury or health condition of an associate or an associate's family member, regardless of whether such illness, injury or health condition has been diagnosed or requires medical care;
- b. The diagnosis, care or treatment of, a mental or physical illness, injury or health condition of, or need for medical diagnosis of, or preventive care for an associate or an associate's family member; or
- c. An absence from work due to reasons when the associate or associate's family member has been the victim of domestic violence, a family offense, sexual offense, stalking or human trafficking (Safe Care).

Section 2. During their probationary period, newly hired employees shall only be permitted to use PTO for the reasons set forth in the New York State Paid Sick Leave Law.

Section 3. Per diem employees, weekend only employees and part-time non-benefited employees shall accrue PSL at the rate of .0333 per hour worked to be used for the reasons set forth in the New York State Paid Sick Leave Law.

Section 4. Requests and Use of New York State Paid Sick Leave:

- a. Employees must make a request, either verbally or in writing, to their Department Manager or person-in-charge.
- b. Employees must specify their request to use New York State Paid Sick Leave at the time of the request, not after.
- c. Adequate notice must be provided, and employees need to follow the usual call off procedures contained within these collective bargaining agreements.
- d. Employees must notify and schedule in advance with their department, all known need for New York State Paid Sick Leave time (medical appointments, medical procedures, etc.).
- e. Confidential information regarding the request will not be required; however, employees must provide enough information to determine that the request is qualifying under NYS PSL reasons.
- f. Employees may use NYS PSL in whole or partial shift increments, but not for less than 4 hours. Employees may not use NYS PSL if they have less than 4 hours accrued.

Section 5. Interaction with Other Leaves:

- a. Employees may not use NYS PSL time in combination with NYS Paid Family Leave (PFL).
- b. Employees may use NYS PSL time to supplement unpaid time for approved FMLA days if not also concurrent with NYS PFL.
- c. Employees may not use NYS PSL time in combination with other leaves or paid time off such as bereavement, Low Census or NYS COVID-19 Quarantine pay.

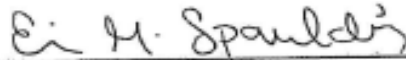
Section 6. Should the New York State Paid Sick Leave law be changed or additional guidance be provided by New York State, the parties agree to negotiate related to the sections above.

**Article 60**  
**Duration**

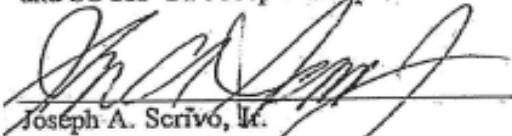
These Agreements shall be effective as of November 8, 2021 and shall remain in full force and effect until and including June 30, 2025 and shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing on or before ninety (90) days prior to the termination date of these Agreements of its desire to terminate or modify these Agreements. In the event such notice is given, within thirty (30) days after the receipt of such notice to terminate or modify, the Employers/Hospitals and the Union shall commence collective bargaining with respect to succeeding agreements.



Diane M. Pietraszewski  
System Director – Labor Relations & HR Legal  
Mercy Hospital of Buffalo, Kenmore Mercy Hospital,  
and SOCH- St. Joseph Campus



Erin M. Spaulding  
CWA District 1  
Staff Representative



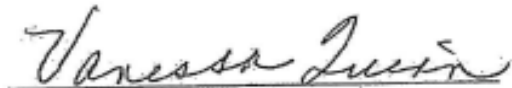
Joseph A. Scrivo, Jr.  
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Mercy Hospital of Buffalo, Kenmore Mercy Hospital



Carrie Dilbert, RN  
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Jennifer Jacobs  
Director of Human Resources  
SOCH – St. Joseph Campus



Vanessa Quinn, RN  
Vice-President, CWA 1133



Heather Lawrence, RN  
Area Vice-President, CWA 1168

## **Memorandum of Understanding 1 Agreement**

Kenmore Mercy Hospital, Mercy Hospital of Buffalo and Sisters of Charity Hospital – St. Joseph Campus (“the Employers/Hospitals”) and the Communications Workers of America, AFL-CIO (with its affiliate locals, “CWA”) are parties to seven collective bargaining agreements covering employees in seven bargaining units:

1. Kenmore Mercy Hospital (Registered Nurses)
2. Kenmore Mercy Hospital (Technical Employees)
3. Mercy Hospital of Buffalo (Registered Nurses)
4. Mercy Hospital of Buffalo (Technical/Clerical/Service Employees)
5. Sisters of Charity Hospital – St. Joseph Campus (Registered Nurses)
6. Sisters of Charity Hospital – St. Joseph Campus (Service Employees)
7. Sisters of Charity Hospital – St. Joseph Campus (Technical Employees)

In 2016, the CWA and Catholic Health (“CH”) entered into an agreement to negotiate the six (6) collective bargaining agreements between the CWA and the Employers/Hospitals at a common bargaining table. The parties further agreed that all issues common to the six (6) collective bargaining agreements would be negotiated at a Common Table. The parties also agreed to bargain issues specific to each bargaining unit at Side Tables, one (1) Side Table for each of the six (6) bargaining units.

In 2021, the SOCH-SJC Technical bargaining unit was certified. In 2022, the parties agreed to incorporate this bargaining unit into this MOU and the common language will apply to the bargaining unit.

It is the intent of the parties to negotiate a continuation of the Memorandum of Agreement Regarding Negotiations for Successor Agreements with modifications as outlined below.

For the purposes of clarity and efficiency in the successor agreements to the seven (7) collective bargaining agreements listed above, the parties agree as follows:

1. The Employers/Hospitals, the CWA and CH agree to work together toward the mutual resolution of issues that arise during the term of the collective bargaining agreements referenced above. The parties agree to engage in open communication and collaboration to address issues as soon as they arise. Only issues that require resolution at the bargaining table should be held for discussion and resolution during contract negotiations.
2. The collective bargaining agreements resulting from the 2021 negotiations will be printed in one book. The book will consist of a Common Language Section and seven (7) bargaining unit specific sections.
  - a. The Common Language Section will contain wages and terms and conditions of employment applicable to all seven (7) bargaining units.
  - b. Seven (7) color coded sections, one covering each of the bargaining units listed above, will contain terms and conditions of employment specific to each bargaining unit.
3. References to “Employer/Hospital” in the Common Language Section of the collective bargaining agreements are a reference and should be considered a reference to Kenmore Mercy Hospital, Mercy Hospital of Buffalo, and Sisters of Charity Hospital – St. Joseph

Campus. The separate sites and bargaining units will be specifically referenced to identify the site and/or bargaining unit, as necessary.

4. The format does not merge the bargaining units. The seven (7) collective bargaining agreements resulting from 2021 negotiations will remain seven (7) separate collective bargaining agreements.
5. The seven (7) collective bargaining agreements resulting from 2021 negotiations will expire on the same date.
6. The process for negotiation of the successor agreements to these agreements shall be as follows, unless the parties agree in writing to alter these procedures:
  - a. Early Negotiations will commence no later than one hundred twenty (120) days prior to the expiration of the collective bargaining agreements referenced above.
  - b. Early Negotiations will continue for twenty-one (21) days. The parties commit to making every effort to resolve as many issues as possible during this phase of negotiations.
  - c. The parties will not communicate any information regarding negotiations during this Early Negotiations phase other than among those directly involved in Early Negotiations, senior officials of CH and CWA leaders.
  - d. If the Early Negotiations do not result in an agreement, the parties will resolve which issues will be taken to the Common Table during the process outlined in Paragraph 3.
  - e. If Early Negotiations do not result in an agreement, any proposals made and positions taken by either side shall not be binding on that party or referenced by either party during the process outlined in Paragraph 3.
  - f. If Early Negotiations do not result in an agreement, the parties will agree upon and issue a joint statement at the conclusion of Early Negotiations.
7. Should the parties not reach an agreement during Early Negotiations, traditional negotiations will commence with the following format:
  - a. All issues common to the seven (7) collective bargaining agreements will be negotiated at the Common Table. The Common Table will include representatives of CWA, CH, and representatives from the Employers/Hospitals and the bargaining units listed above. The Common Table will only address issues that are common to, and substantially the same in each of the six collective bargaining agreements that the parties have agreed to include in Common Table negotiations.
  - b. The parties will also bargain issues specific to each bargaining unit at Side Tables, one (1) Side Table for each of the seven (7) bargaining units.
8. If the parties do not come to an agreement on terms for successor collective bargaining agreements (ratified) by the expiration date, the following will take place:
  - a. There will be a one (1) month Mediation Period during which CWA will not strike and the Employers/Hospitals will not lock out their employees;
  - b. The seven (7) collective bargaining agreements will be extended during the Mediation Period; and



- c. During the Mediation Period, the parties will continue to negotiate and will engage an FMCS mediator to assist in these negotiations.
9. If the parties do not come to an agreement on terms for new successor collective bargaining agreements by sixty (60) days prior to the expiration, the agreements for one of the following three groups will expire:
- a. Two (2) Mercy Bargaining Units;
  - b. Two (2) Kenmore Mercy Bargaining Units; and
  - c. Three (3) Sisters of Charity Hospital – St. Joseph Campus Bargaining Units

The Union will notify CH which group’s collective bargaining agreements will expire. The parties agree that the collective bargaining agreements for the other two (2) groups will continue to be extended. The CWA will not strike those bargaining units and CH will not lock out their employees.

**Memorandum of Understanding 2  
Merger/Consolidation Notice**

Section 1. In the event the Employer(s) determine that it will establish, merge, consolidate or transfer services and/or programs in whole or in part, at or between any Catholic Health facilities and such action will affect bargaining unit employees covered under this collective bargaining agreement, the following provisions will apply:

Section 2. NOTICE TO THE UNIONS:

- a. Oversight Committee: A joint committee will oversee and monitor application of, and compliance with this article.
- b. The joint committee shall be composed of the President and Vice-President of each Local (or designee) and up to two (2) representatives from each bargaining unit of the Union and up to an equal number of representatives from the Employer. Union employee committee members shall receive time from work and pay to attend committee meetings. In addition to the standing committee, union representatives from an area affected by a Catholic Health action will be permitted to participate in oversight meetings that deal with said action.
- c. The members of the committee will have responsibilities which shall include, but will not be limited to the duty to:
  - 1. review Employer(s)’ plans/information relative to any proposed Catholic Health action;
  - 2. meet and confer in good faith regarding the Employer(s)’ proposed plan and explore possible alternatives where appropriate;
  - 3. review and assess the job titles affected by the Employer(s)’ proposed plan;
  - 4. consider issues involving similar job titles;
  - 5. consider qualification issues;
  - 6. make recommendation regarding compliance with this article and how best to accomplish the objectives of the article; and
  - 7. monitor wages and benefits in accordance with Section 3.

- d. The Employer(s) shall, as soon as practicable, but in no event less than sixty (60) days prior to the scheduled action, provide the Oversight Committee with notice and information regarding the Employer's plans.
- e. The information provided will include the following:
  - 1. explanation of the proposed action and when it is proposed to take place;
  - 2. identification of the jobs/positions and sites to be affected;
  - 3. identification of the number of jobs, if any, that will remain at a site, including a breakdown of the number of full-time/part-time positions per shift;
  - 4. identification of the number of jobs available at the new site, including a breakdown of the number of full-time/part-time positions per shift; and
  - 5. a list of all affected employees, at all affected sites, as well as any individuals on layoff with the right of recall. The employee list shall include the employee's wage rate, system seniority date, hospital seniority date, bargaining unit seniority date (if applicable), job title, shift, category of employment, actual work hours per week, paid time off accrual and health insurance option. The list will be provided with the names XXed out for all employees not represented by CWA.
- f. If the Employer is not able to provide a complete set of the information outlined in items (1) – (5) above, additional days for review will be provided to the Union, equal to the length of the delay.
- g. The Employer(s) agrees and commits that it is not the intent of this Article to move personnel out of bargaining unit positions for the specific purpose of eroding the Union.
- h. For the purpose of applying the terms agreed to under this Article, the phrase "affected employee" shall be defined as any employee that works in a unit/department targeted for merger/consolidation, transfer or establishment of work within Catholic Health, in the job title, category of employment, shift and site(s) targeted. This definition will apply in a full or partial consolidation.

Section 3. WAGE AND BENEFIT PROTECTION:

- a. An employee who relocates from one site to another in the same or equivalent job classification as a result of the Employer's action, will be paid their rate at their former site or the applicable rate at the new site, whichever is higher (subject to approval from any other applicable Union). If the employee's rate prior to relocating is used, that rate will be "red circled" at the new site.
- b. Accrued time off, based upon the employee's Catholic Health seniority, shall be recognized and appropriately credited by the new employer. All Paid Time Off that has been approved by the current employer will be granted to affected employees at the new Employer.
- c. An employee who relocates as a result of an Employer action will continue their coverage under the former site pension plan until replaced by the parties.

Section 4. SEVERANCE

The following applies to eligible employees who are permanently laid off due to Employer(s) action:

- a. The employee shall receive fourteen (14) days' notice.

- b. The employee shall receive one (1) week's pay for each year of service up to a maximum of ten (10) weeks' base pay.
- c. The Employer(s)' premium payment contribution towards the employee's health benefits shall be continued until the end of the month in which the severance payment period expires.
- d. In the event the employee is recalled to work or becomes employed within the Catholic Health System, severance pay shall be reduced by hours actually worked.
- e. Severance payments shall start on the first regular pay date thirty-two (32) days following termination of employment. On the first regular pay date following the thirty-two (32) day period, the Employer(s) will pay all severance payments that would have been paid during the thirty-two (32) day waiting period.
- f. The Employer(s) shall not contest any employee's unemployment compensation claim after their active employment ends, except as required by law, or to provide factual information regarding the claim.

**Memorandum of Understanding 3  
Labor Management Initiative**

Section 1. The CWA and Catholic Health, recognizing the importance of the labor management relationship as well as the need to significantly improve the labor relationship, agree to a joint Labor Management Initiative (LMI). The Parties will continue to work towards a mutually respectable relationship.

Section 2. It is recognized that labor management issues are best resolved at the site level. As such, while all levels of the CWA, Employers/Hospitals and Catholic Health will be involved in this initiative, the focus of the labor management initiative will be on improving labor relations at all of the Employers/Hospitals facilities, with the employees represented by CWA.

Section 3. Upon the ratification of these Agreements, the Parties will meet to discuss the timing, format and frequency of LMI meetings. The LMI will be charged with the formation of sub-committees as required.

Section 4. The objectives of the initiative will be:

- a. to improve the communication, trust and collaboration between the CWA and Employers/Hospitals;
- b. to ensure the best future and security for the Employers/Hospitals employees and the ongoing highest level of patient care;
- c. to work together to identify matters of importance that can support the improvement in operational and clinical performance at the Employers/Hospitals;
- d. work together on matters that improve the relationship and trust between the parties;
- e. to educate each other on the critical business operating issues affecting the Employers/Hospitals.

Section 5. To accomplish the above, the parties mutually agree to use a third-party facilitator. The facilitator now and going forward is based on the mutual agreement of the parties. The current selected facilitators are John Beck, Associate Professor of Human Resources and Labor Relations and Julie

Brockman, PhD., Associate Professor of Human Resources and Labor Relations, from Michigan State University.

Section 6. Catholic Health agrees to pay for the cost of a program over the life of these Agreements, not to exceed \$45,000 per year.

Section 7. When CWA local representatives who are employed by the Employers/Hospitals, are in meetings with Employers/Hospitals representatives and the facilitator on agreed upon work initiatives during regular work time, such employees shall be paid by the Employers/Hospitals at the employee's regular rate of pay for time spent working jointly with management.

Section 8. As part of the Labor Management Initiative, the CWA shall have the opportunity to meet with the Hospital CEOs and CNOs, once per month, at their request, to discuss key issues under the Labor Management Initiative.

Section 9. This initiative shall not be intended to address or circumvent the day-to-day operational issues that are covered by the grievance procedure.

#### **Memorandum of Understanding 4 Staffing/Clinical Staffing Committee**

Section 1. During the negotiations that resulted in these Agreements, the parties held extensive discussions related to the topic of staffing in all of the Employers/Hospitals. One component of that discussion was related to the medical/surgical units. As part of Article 40, entitled Staffing/Clinical Staffing Committee, the parties agreed that medical/surgical units would be staffed at a 1: 4 ratio for Registered Nurses and a 1:8 ratio for ancillary staff on the day shift and 1:5 ratio for Registered Nurses and a 1:6 ratio for ancillary staff on the night shift.

Furthermore, the parties have agreed to an aggressive recruitment campaign to hire the number of personnel necessary to reach such ratios.

If the Employers/Hospitals are not able to meet the ratios referred to above or it is determined that the ratios are not sufficient to meet patient care needs, the specific concern will become a priority agenda item for the Clinical Staffing Committees. Resolution of the issue will include discussions related to:

- a. the hiring of additional ancillary staff on the medical/surgical units;
- b. the hiring of additional Registered Nurse staff on the medical/surgical units;
- c. the integration of Licensed Practical Nurses into the staffing plan for medical/surgical units.

While the Clinical Staffing Committee is working to resolve the issues identified above, the Employers/Hospitals will continue to utilize all of the provisions in the contract to recruit staff.

Section 2. The incentive pay outlined in Article 40, Staffing/Clinical Staffing Committee, Section 3. h. will be paid effective upon the ratification of these Agreements.

Section 3. It is the intent of the parties to bring the medical/surgical ratios at Kenmore Mercy Hospital in line with the ratios at Mercy Hospital of Buffalo.

**Memorandum of Understanding 5  
Retention and Recruitment Initiative**

In an effort to fill nursing, nursing assistant, and immediate treatment assistant vacancies and retain staff, the Hospitals would like to offer competitive payment incentives to full and part time employees in these job categories in both the Medical/Surgical Float Pool, and Critical Care Float Pool.

1. All eligible new hires and existing employees who sign a Recruitment and Retention Agreement will receive Sign On and Retention bonuses as follows:

	Completion of Orientation	12 Month Anniversary	18 Month Anniversary	24 Month Anniversary	36 Month Anniversary
Full-Time RNs Days	\$1,250	\$3,000	\$1,000	\$3,000	\$5,000
Full-Time RNs Nights	\$1,500	\$5,000	\$1,500	\$5,000	\$7,000
Full-Time Flex Shift	\$1,250	\$4,000	\$1,000	\$4,000	\$6,000
Full-Time NAs and ITAs Days	\$500	\$1,500	\$500	\$1,500	\$2,500
Full-Time NAs and ITAs Nights	\$750	\$2,500	\$750	\$2,500	\$3,500
Full-Time NAs and ITAs Flex Shift	\$500	\$2,000	\$500	\$2,000	\$3,000

For eligible part-time employees, payments will be pro-rated based upon actual FTE at the time of payment.

2. The aforementioned Retention bonuses (12 months, 18 months, 24 months and 36 months) will be paid to eligible employees the first full pay period after achieving each anniversary. Employees must be actively employed in one of the Float Pools on the date the bonus is to be paid in order to receive the bonus. Bonus payments will not be prorated based on service in the eligible role and the eligible department.
3. In order to be eligible for each installment of the retention bonus, employees must be in good standing at the time of payment. Any associate issued a Written Warning or higher during the retention bonus time period will not be considered in good standing for the period that the corrective action is active. If an employee is ineligible for any installment due to corrective action, they will be eligible for the next applicable installment once the corrective action is no longer active.
4. If an employee is out of work on any type of Hospital approved leave for a period in excess of thirty (30) calendar days, payment of the above retention bonuses will be prorated based upon actual active time worked at the time payment is due.
5. The Hospitals reserve the right to stop offering the above bonus to new participants with notice to the Union if they determine that the bonus is not having the desired recruitment and/or retention outcomes or if it is no longer needed. The Hospitals will continue to fulfill any prior bonus commitments made to employees.

## **Memorandum of Understanding 6 Retirement Plan of the Catholic Health System**

The Retirement Plan of the Catholic Health System, hereinafter referred to as the “Retirement Plan,” is a plan that was established effective January 1, 2001 for the purpose of providing uniform pension benefits for the employees working at Catholic Health facilities.

The Union represents employees that are employed within Catholic Health facilities in the following bargaining units:

1. Kenmore Mercy Hospital Registered Nurses;
2. Kenmore Mercy Hospital Technical Employees;
3. Mercy Hospital of Buffalo Registered Nurses;
4. Mercy Hospital of Buffalo Service/Technical/Clerical Employees;
5. Sisters of Charity Hospital – St. Joseph Campus Registered Nurses;
6. Sisters of Charity Hospital – St. Joseph Campus Service Employees.
7. Sisters of Charity Hospital – St. Joseph Campus Technical Employees

Employees in the above bargaining units are covered by the following retirement plan formulas:

1. Kenmore Mercy Hospital Formula;
2. Mercy Hospital of Buffalo Formula;
3. Our Lady of Victory Formula;
4. Personal Retirement Account Formula;
5. Sisters of Charity Hospital Formula;
6. St. Joseph Hospital Formula/ERISA Qualified; and the
7. St. Joseph Hospital Formula/Church Plan.

It is understood and agreed to by the parties that:

1. It is important that improved communication exist between Catholic Health and the Union.
2. There must be improved communication between the parties as to the Retirement Plan and the security of employee pension benefits.
3. Catholic Health will communicate the funding levels, obligations and contributions relating to the Retirement Plan in which CWA members participate.
4. Catholic Health will inform the Union and participating employees of the funding strategies and projections as they relate to the security of the Retirement Plan.
5. Employee education on pension issues is critical.

Therefore, the parties agree to the following:

1. CWA and Catholic Health have established a Retirement Plan Committee (“Retirement Committee”). The Retirement Committee will be comprised of a Catholic Health Committee and a Union Committee. The Catholic Health Committee will include the Senior Executive of Human Resources (or designee) for the System and an actuary from a firm currently performing actuarial services for the Retirement Plan. The Catholic

Health Committee may also include other individuals as may be appropriate for conducting a productive meeting and conducive to the exchange of information with the Union. The Union will commit that a Research Economist, as well as the Upstate NY/NE/CT Area Director (or designee) and one (1) representative from each bargaining unit that it represents from within the System facilities will serve on the Union Committee.

2. The Retirement Committee will meet on an annual basis at a place and time that the parties mutually agree to. It is agreed that the Retirement Committee meetings will be scheduled during the month of March each year in order to ensure that the required pension information is available. If the required pension information is not available in time for the March meeting, such meeting will be held as soon as possible thereafter.
3. Prior to the annual meeting of the Retirement Committee, Catholic Health will provide to the Union:
  - a. a copy of the most recent Actuarial Valuation available;
  - b. a copy of the annual FASB158 Disclosure by Entity;
  - c. CHS Investment Program inclusive of fund manager and performance results;
  - d. financial performance of the co-mingled retirement assets;
  - e. financial performance report; and
  - f. the number of CWA employees that are covered by each of the plan options, in each bargaining unit.

The Union will have the opportunity to have the above referenced information analyzed by its research economist prior to the annual meeting.

4. The Retirement Committee will take the responsibility for developing and implementing an employee education program that will include on-site access and presentations. The content and the frequency of the education program will be mutually agreed upon.
5. Catholic Health agrees that they will conduct an Actuarial Valuation Report annually on the Retirement Plan. The annual funding requirement will be calculated using a formula of anticipated service cost, interest cost, a return on Plan Assets as currently calculated by the actuarial firm plus the unfunded Accumulated Benefit Obligation (as of December 31) amortized over fifteen (15) years. Catholic Health further agrees that it will fund the plan on a monthly basis as recommended by the Actuarial Valuation Report. Catholic Health will fund the plan the greater of the funding amount calculated per the formula or a minimum of \$34,000,000.00 (the annual amount) for the years 2022, 2023, 2024 and 2025.
6. If during the course of the year, Catholic Health becomes aware of a substantial change in the status of the plan (e.g., a drop of five percent [5%] or more to the level of funding) or if the Union has a reasonable, good faith belief that there is a substantial change in the status of the Retirement Plan, the parties will schedule a Retirement Committee meeting as soon as reasonably possible.



**Memorandum of Understanding 7  
Prescription Coverage**

During the negotiations that lead to these Agreements, the Employers/Hospitals and the Union discussed the implementation of the retail and specialty drug program through the Catholic Health Pharmacy. Knowing that the CWA bargaining units would be the first Catholic Health employees utilizing the system, the parties agreed to meet monthly in order to evaluate the effectiveness of the program as well as to identify issues members of the bargaining units are having in using the program.

The parties will work to resolve such issues in a timely fashion to ensure the utilization of the program has no adverse effect on an employee's health care needs.

Finally, the parties agree to work jointly to implement an education program in order to ensure that employees clearly understand how to use the program.

**Memorandum of Understanding 8  
Seasonal Employees**

The Employers/Hospitals and the Union agree to meet and discuss the need for Seasonal Employees to meet the changing demands on staffing and employment retention. Seasonal Employees shall be an agenda item for the Workload and Staffing Committee and the guidelines of a Seasonal Employee shall include but not be limited to the following:

1. A seasonal employee is an employee that is hired to work a minimum of three (3) consecutive months to a maximum of six (6) consecutive months with a minimum commitment of fifteen hours per week.
2. An employee who is accepted into a seasonal position must work the shift length scheduled in that department for all their commitment days.
3. The weekend requirement will be consistent with the department they are assigned and/or scheduled to work.
4. Employees who change to seasonal status shall remain in the salary grade and step they were in as a regular employee and shall advance on the wage progression scale as out lined in the applicable Salaries article.
5. If it is agreed by the Employers/Hospitals and the Union that a Seasonal Employee category shall be offered at the Hospital, such terms and conditions will be reduced to writing and supplement the collective bargaining agreement "categories of employees" Section.

**Memorandum of Understanding 9  
Retired Employees – Return to Work Per Diem**

The following Memorandum of Understanding will serve to document the mutual agreement made by and between the "Employers/Hospitals" and "Communication Workers of America" (hereinafter "Union") with respect to specific Union representation retirees who return to work per diem status.

Employees represented by the Union that intend to immediately begin collecting pension benefits under one of the defined benefit plans sponsored by Catholic Health, must refrain from actively working for the Employers/Hospitals until after their first retirement check is received.



If a retiree, as described in the previous paragraph, returns to active employment with the Employers/Hospitals as a per diem employee immediately following receipt of their first retirement check, the Employers/Hospitals will not consider them a new hire for the purpose of establishing their rate of pay. They will return to work in the grade and step they held as of their retirement date.

Employees represented by the union that do not intend to immediately begin collecting pension benefits under one of the defined benefit plans sponsored by Catholic Health after their retirement date will have their rate of pay as a per diem employee established subject to the limitations of their applicable Salaries article.

Employees represented by the union that intend to immediately begin collecting pension benefits under one of the defined benefit plans sponsored by Catholic Health after their retirement date but do not return immediately after receipt of their first retirement check, will have their rate of pay as a per diem employee established subject to the limitations of their applicable Salaries article.

Employees age 65 or older that retire under the PRA, need not wait until after they receive their first retirement check to return as per diem at their pre-retirement rate of pay.

### **Memorandum of Understanding 10 Epidemic/Pandemic/Infectious Disease State of Emergency Preparedness**

Section 1. In the event that the Employers/Hospitals becomes aware that there is a potential of an epidemic, pandemic or infectious disease state of emergency in the State of New York that applies to Western New York, the parties agree that the health and safety of the employees is of the utmost importance and that ongoing and comprehensive communication is a significant factor in assuring that objective. The parties further agree that the Union will participate in applicable stages of planning and implementation of protocols related to the pandemic. Below are some guiding definitions:

- a. Epidemic is an outbreak of a disease that spreads quickly and affects many individuals at the same time.
- b. Pandemic is defined as an outbreak of a disease over a wide geographic area, such as the whole country or the world, which typically affects a large portion of the population.
- c. State of Emergency is defined as a situation of national danger or disaster in which the government suspends normal constitutional procedures in order to regain control. It could also be a NYS Emergency and specifically a WNY Emergency that would activate this Article.

Section 2. Within thirty (30) days of the ratification of these Agreements, the parties will form a sub-committee of the Health and Safety Committee, entitled the Epidemic/Pandemic/Infectious Disease Response and Resource Committee (EPIDRRC). The EPIDRRC will be responsible for the debriefing and review of practices and employee protections related to the current COVID-19 pandemic, including but not limited to: a determination of what worked, what didn't work, what is still needed, trauma-related mental health needs, benchmarks for determining a return to non-pandemic protocols, the development of a new epidemic/pandemic/infectious disease response and resource plan, and oversight and implementation of protocols related to any new incident of a disease/pandemic. The committee will be comprised of an equal number of administrative/management and bargaining unit employees.

Representatives from Patient Care Services will be on the sub-committee. The EPIDRRC will continue to meet until the work outlined in this Section 2. has been completed.

Furthermore, the EPIDRRC will address the provisions of the Hero Act as enacted with final regulations effective August 5, 2021.

- a. Immediately upon notice of potential epidemic/pandemic or infectious disease state of emergency, the sub-committee will become re-activated. Once the committee is reconvened, all vacant positions on the committee will be filled.
- b. The parties agree to a regular daily check-in during the epidemic/pandemic and/or State of Emergency.

Section 3. The Union will appoint two (2) members to the Hospital Incident Command Center and/or Staffing Command Center, as part of the Comprehensive Emergency Management Plan.

Section 4. The parties will meet within forty-eight (48) hours of notice from the Employers/Hospitals to bargain the known effects at that time of the epidemic/pandemic/infectious disease state of emergency on employees, which may include but not be limited to, hazard pay and staff levels required to care for such patients.

Section 5. The Employers/Hospitals agrees that it will not make unilateral changes and that the contract will remain in full force and effect unless a change is mutually agreed to by the Employer and the Union.

Section 6. Employees with underlying medical conditions, whose health would be jeopardized by working with such patients, have the right to request accommodations in accordance with the Americans with Disabilities Act.

Section 7. Health and Safety Issues: The Employers/Hospitals agree to maintain a safe and healthy workplace, and to observe and comply with all Local, State and Federal laws related to the epidemic/pandemic/infectious disease state of emergency. The health and safety protections selected shall be determined based on the hazards and modes of transmission of the infectious disease, including aerosol transmission in the case of COVID-19.

- a.) Personal Protective Equipment:
  - 1.) Employees caring for patients with an infectious disease or suspected of having an infectious disease will be provided all required PPE, and will not be required to reuse such equipment except under limited conditions as specified by the manufacturer and/or the National Institute for Occupational Safety and Health (NIOSH) or by directive from NYS or Federal Government due to shortages beyond Employer control and as long as within the manufacturer's specifications.
  - 2.) The Employer will provide the Union, on a weekly basis, a report on the amount of PPE in inventory as well as the rate at which the PPE is being utilized (burn rate). This would include all PPE found in reporting requirements of New York State (NYS). The Employer is required by NYS to have a ninety (90) day supply of designated PPE on hand. If at any time, the Employer falls below such levels, it will inform the Union and request its partnership to advocate in support of additional procurement.

- 3.) Items included in this report will be respirators and surgical and procedure masks (types, sizes, make/model, manufacturer), gloves, eye protection, face shields, gowns, etc.
  - 4.) All of the equipment categorized as PPE will be high quality products and will be of medical quality. Respirators must be certified by NIOSH and other PPE such as surgical masks must be approved by the FDA.
  - 5.) When respirators are required, the Employer will comply with the requirements of the OSHA Respiratory Protection Standard 1910.134, which includes a medical evaluation, fit testing and training. When a new respirator model is selected, fit testing will be completed prior to employee use as required to ensure for proper fit and utilization of the equipment.
- b.) When possible and with every effort, infected patients will be on units specifically designated for patients with the infectious disease or on a unit where patients can be safely cohorted. Mixed use units will not be utilized. Decisions related to the designation of units will be determined by the EPIDRRC. In order for a unit to be designated for care of infected patients, it must:
- 1.) be structured to ensure safe traffic flow, sinks, ventilation, negative pressure rooms (if available) and entrances and exits that meet the fire code; and
  - 2.) have donning and doffing areas separate from general patient population and visitor areas.
- c.) The Employer will provide all required training and orientation on care of patients with the infectious disease including, but not limited to, the epidemic/pandemic plan, the equipment to be utilized and treatments that must be administered. The Employer further agrees to conduct drills/exercises four (4) times per year to ensure the Employer is prepared for a pandemic. The Employer will contract with the appropriate entities in order to provide adequate drills/exercises (e.g., Hospital Emergency Response Team).
- d.) Employees working on a unit where care for patients with an infectious disease is being administered will be provided with breaks and rest periods at least once every two (2) hours. There will be a station on each such unit where bottled water, Gatorade, gum, mints and snacks will be provided. Such stations will be restocked, as needed, for each shift.
- e.) Information Sharing Mechanisms to ensure Employer and Union receive employee health and safety related information and feedback in a timely fashion.
- f.) The Employer, with input from the Union, will develop a plan for the monitoring of employee health issues during an Epidemic/Pandemic/Infectious Disease/State of Emergency. The requirements of New York State, CDC guidelines, OSHA Standards and any applicable local laws will be incorporated into the plan. Employee health monitoring will include such things as:
- Testing for the virus/disease;
  - Temperature taking;
  - Symptom survey;

- Employee illness and isolation at home;
- Mental Health and Well-Being;
- Return to work protocols.

g.) If the above screening process identifies an infected employee, or an employee reports a positive test result, the appropriate notification of Exposure and Quarantine will be provided. The notification process will include:

- Contact Tracing and employee notification of potential exposure;
- Notification of the Union of new cases, including the department and employee job title; and
- Quarantine protocols.

Section 8. The Employer will provide Mental Health/Trauma Coverage to all affected staff during an Epidemic/Pandemic/Infectious Disease/State of Emergency. Practitioners that will provide such care will be available to staff on premises especially at change of shift and virtually in accordance with Catholic Health's resiliency program.

Section 9. All employees will be responsible to continue to do their bargaining unit work during an Epidemic/Pandemic/Infectious Disease/State of Emergency.

**MERCY HOSPITAL OF BUFFALO  
REGISTERED NURSE**

## **Article 1 Recognition**

Section 1. The Employer/Hospital hereby recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees in the collective bargaining unit certified by the National Labor Relations Board in case No. 3-RC-9506, Case No. 3-RC-11334 and Case No. 3-RC-11703.

Included: All Registered Nurses including case managers, rehabilitation specialist and pre-admission coordinator employed by the Employer/Hospital at its 565 Abbott Road, Buffalo; 515 Abbott Road, Buffalo; Mercy Ambulatory Care Center, 3669 Southwestern Boulevard, Orchard Park; Western New York Medical Park, 550 Orchard Park Road, West Seneca; East Aurora Diagnostic Center, 94 Olean Street, East Aurora; Mercy Comprehensive Care Center, 397 Louisiana Street, Buffalo; and Long Term Home Health Care Program at 55 Melroy Street, Lackawanna facilities.

Excluded: All other professional employees, office clerical employees, technical employees, service and maintenance employees, guards and supervisors as defined in the Act.

Section 2. The Employer/Hospital shall provide the Union on a bi-weekly basis, a list of all newly hired employees and additions to the bargaining unit, a list of employees who have changed category, shift or status, a list of terminations and deletions from the bargaining unit, a list of name, address and telephone number changes, and an alphabetical bargaining unit list with social security numbers.

## **Article 2 Union Representation**

Section 1. The Union may select from employees in the bargaining unit Union stewards for the purpose of handling grievances or for any other legitimate Union business. Union officers, Executive Board members and chief stewards shall be considered to be stewards for the Union.

Section 2. The Union shall furnish the Employer/Hospital with a list of designated Union stewards inclusive of name, work area and shift on an annual basis. The Union will then give written notice to the Employer/Hospital of any change in stewards as they occur.

Section 3. Stewards shall restrict their activities to the handling of grievances and other legitimate Union business. In this connection, stewards shall be provided a reasonable amount of time. Such time shall be without pay and shall be reflected on the employee's time card.

Section 4. The following represents examples for which Union business will be paid by the Employer/Hospital:

- a. time spent in meetings mutually agreed upon between the Union and the Employer/Hospital;
- b. time spent in processing grievances;
- c. time spent in grievance meetings or arbitration hearings where the steward's presence is required by the Union;
- d. time spent in representing employees at corrective action investigations and/or meetings;
- e. time spent in the preparation for and/or conduct of negotiations between the Union and the Employer/Hospital for a successor to this Agreement.

Section 5. Such paid time shall be dealt with in a bank of "non-productive" time available to the Union for the purposes set forth above and shall be administered by the Union. In all cases, the time shall be arranged by reasonable prior notice, and accounted for through the appropriate time recording system, and shall not exceed the dollar amount outlined in Section 6. below, except that the amounts do not preclude the payment of any additional sums, as determined in the discretion of the Employer/Hospital President for the payment of time spent by Union stewards and/or officers meeting with the Employer/Hospital at mutually agreed upon times for matters of mutual interest.

Section 6. The Union business fund shall be non-cumulative and is available as a joint pool of dollars for the Registered Nurse (RN) and the Service, Technical and Clerical (STC) bargaining units. The amount of the Union business fund shall be one hundred and seventy-five thousand dollars (\$175,000.00) per contract year.

The parties are encouraged to resolve any disputes resulting from the administration of the fund outlined in Sections 4., 5., and 6. above. Where any such resolution is not possible, the matter shall be referred to a joint committee of six (6) members (three [3] Union and three [3] Employer/Hospital) who shall convene upon notice by either party for the purpose of resolving the dispute. The decision of the committee shall be binding upon all parties involved.

Section 7. The Union stewards shall obtain the approval of their supervisors, where appropriate before attending to grievance matters or other legitimate Union business. Such approval shall not be unreasonably withheld.

Section 8. Local Union Officers and Executive Board members shall be granted unpaid time as outlined below to perform the duties of their offices:

- a. Union President up to eight (8) days per pay period;
- b. Union Vice-President and Secretary/Treasurer up to seven (7) days per pay period; and
- c. Executive Board members, up to five (5) days per board member per pay period, non-cumulative, is available as a joint pool to represent both the registered nurse and the service, technical and clerical bargaining units each contract year.

The local Union shall provide notice of such time off prior to the posting of the schedule for the date(s) requested. Should notice not be provided prior to the posting of the schedule, it will be the responsibility of the Union to obtain a replacement for the individual. The replacement may not result in an overtime situation unless approval is obtained from the appropriate manager.

Section 9. The Employer/Hospital may create vacant regular positions for the hours scheduled off for the Executive Board member. The Union shall provide the Employer/Hospital at least thirty (30) calendar days' notice of such return.

However, if such Local Union Officers and Executive Board members are granted unpaid time for grievance handling or processing, they shall be paid out of the Union business fund as provided for in Sections 4., 5., and 6. above.

Section 10. Employees who are elected or appointed to a bargaining committee, for the purpose of negotiating a successor to this Agreement, will be excused from work for contract negotiations and Union bargaining caucus.

Section 11. Employees who are elected or appointed to positions within or on behalf of the Union shall be granted a total of ninety (90) unpaid days under the same conditions as outlined in Section 8. above. Any

employee that is excused from work for Union business will maintain their category of employment and will not lose any benefits provided for in these Agreement, including those provided for under the retirement plan. The cumulative amount of time for the bargaining units to be provided under this section shall not exceed five hundred (500) days in any given contract year.

Section 12. The Employer/Hospital will provide Union representatives thirty (30) minutes of time to meet with new employees covered by this Agreement during the initial week of employment at a time and location to be determined by the Employer/Hospital.

Section 13. Any members that are excused from work for Union business under this Article of this collective bargaining agreement will not experience any loss in seniority, category of employment, wages, grade/step, pension or any other benefits related to Union business.

By no later than February 1st, the Union will provide the Employer/Hospital with an excel spreadsheet showing the prior year's actual hours worked and wages paid as union time. If the employee's earnings from the Union are equal to or greater than the total of the employee's excused hours multiplied by the employee's hourly rate then the total of the excused hours multiplied by the hourly rate will be used, combined with W-2 earnings from Mercy Hospital, to get total earnings for pension accrual. Catholic Health will return a copy of the actuarial report that includes dollar amounts credited to each individual as well as the pension dollar amount credited. This report will be sent to CWA Local 1133 by May 15th of each year.

If circumstances exist, where an officer or Executive Board member is replaced, either temporarily or permanently, with another Union representative, the Union shall notify the Director of Human Resources. Arrangements shall be determined between the parties to allow the member who replaces an officer or Executive Board member to ensure that there will be no reduction in benefit accrual.

Any Union representative that is requested to participate in a joint Employer/Union committee will receive time off from work and pay to attend such meetings

### **Article 3 Categories of Employees**

Section 1. A full-time employee is defined as one who is regularly scheduled to work thirty-seven and one-half (37.5) hours per week. The only exception shall be extended shift employees, where a full-time employee is defined as one who is regularly scheduled to work:

- a. a minimum of thirty-four and one-half (34.5) hours per week for twelve (12) hour shift employees; and
- b. a minimum of thirty-eight (38) hours for ten (10) hour shift employees; and
- c. a minimum of thirty-five and a quarter (35.25) hours per week for twelve (12) hour shift employees (11.75 hours with 15 minute report); and
- d. a minimum of thirty-six (36) hours per week for twelve and one half (12.5) hour shift employees.

Section 2. A part-time employee is defined as one who is regularly scheduled to work less than thirty-seven and one-half (37.5) hours per week but fifteen (15) hours or more per week or thirty (30) hours or more per pay period.

Section 3. A flexible employee is defined as one who works in accordance with the provisions of Article 4, Flexible Employees.



Section 4. A weekend employee is defined as one who works in accordance with the provisions of Article 19, Weekend Employees.

Section 5. A per diem employee is defined as one who works on a day to day basis in accordance with the provisions of Article 20, Per Diem Employees.

Section 6. A temporary employee is defined as one who is hired for a specific job of limited duration in accordance with the provisions of Article 22, Temporary Employees.

#### **Article 4 Flexible Employees**

Section 1. A flexible employee is one who is hired to work full-time or part-time and will be considered full-time or part-time for the purposes of benefit calculation. Flexible employees respond to variations in work load created by decreases in census and/or acuity.

Section 2. DEFINITIONS:

- a. A flexible full-time employee is defined as an individual regularly scheduled to work thirty-seven and one-half (37.5) hours per week, who receives full-time benefits for their scheduled hours of work. A flexible full-time employee will not be flexed down below thirty-four and one-half (34.5) hours per pay period.
- b. A flexible part-time employee is defined as an individual regularly scheduled to work less than thirty-seven and one-half (37.5) hours per week, who receives benefits for their scheduled hours of work. Flexible part-time employees will not be flexed down below fifteen (15) hours per pay period.

Section 3. Flexible employees will be hired onto a unit or float pool that is part of the Patient Care Service Division. This category of employee is only authorized for the Patient Care Services Division. It is further understood that no one unit in the Patient Care Service Division will have more than three (3) flexible employees in the unit's staffing grid, with the exception of the float pool, Labor and Delivery, Mother/Baby and the NICU. The Staffing Committee will meet to review the utilization of flex employees with the goal of utilizing the least number of flex employees per department that are reasonably necessary to that department.

Section 4. If staffing levels exceed work load requirements as determined by an appropriate manager and the downstaffing language has been exhausted, flexible employees will be canceled or reassigned, as deemed appropriate. Flexible employees will be given priority for work over per diem employees.

Section 5. Flexible employees may be used to cover both full and partial shifts. Flexible employees may be assigned to a clinical unit/department for less than an entire shift.

Section 6. When an appropriate manager determines that a clinical unit/department has an excess of flexible personnel, the appropriate management staff will be notified to determine if there is an opportunity for an alternative assignment. If there is no alternate assignment, the flexible employee will be notified by the appropriate manager of the shift cancellation. Reasonable effort will be made to contact the flexible employee prior to the start of their scheduled shift.

Section 7. An individual may be placed into a full-time position which combines a part-time vacancy and a flexible part-time vacancy through the layoff and recall procedure or through the job posting

procedure. Should an employee hold such a position, the individual will be eligible for full-time benefits. The number of such positions will be determined by management.

Section 8. The number of flexible employees will not exceed twelve percent (12%) of the RN Bargaining Unit.

Section 9. All provisions of this Agreement shall apply unless otherwise specified in this article.

## **Article 5 Hours of Work**

Section 1. The work week for all employees covered by this Agreement will begin on Sunday morning at 12:01 am after Saturday midnight, and ends the following Saturday at midnight.

Section 2. The regular work shifts shall be:

- a. The regular work shifts for employees working thirteen (13) hour shifts, including the thirty (30) minute unpaid meal period will be:
  1. Day Shift: Majority of hours worked between 6:00 am and 7:00 pm;
  2. Evening Shift: Majority of hours worked between 10:30 am and 11:00 pm;
  3. Night Shift: Majority of hours worked between 6:00 pm and 7:00 am.
- b. The regular work shifts for employees working twelve (12) hour shifts, including the thirty (30) minute unpaid meal period will be:
  1. Day Shift: Majority of hours worked between 6:30 am and 7:00 pm;
  2. Evening Shift: Majority of hours worked between 10:30 am and 11:00 pm;
  3. Night Shift: Majority of hours worked between 6:30 pm and 7:00 am.
- c. The regular work shifts for employees working ten (10) hour shifts, including the thirty (30) minute unpaid meal period will be:
  1. Day Shift: Majority of hours worked between 7:00 am and 5:00 pm;
  2. Evening Shift: Majority of hours worked between 1:00 pm and 11:00 pm;
  3. Night Shift: Majority of hours worked between 10:00 pm and 8:00 am.
- d. The regular work shifts for employees working eight (8) hour shifts, including the thirty (30) minute unpaid meal period shall be:
  1. Day Shift: Majority of hours worked between 7:00 am and 3:00 pm;
  2. Evening Shift: Majority of hours worked between 3:00 pm and 11:00 pm;
  3. Night Shift: Majority of hours worked between 11:00 pm and 7:00 am.

The Employer/Hospital reserves the right to determine the hours of work for any vacant position.

Section 3. Due to the nature of the work performed by the Employer/Hospital as an institution which provides around the clock care of patients, all work schedules will be established in the best interest of meeting patient care needs. It is understood that as department needs change, the work schedules may also change.

Section 4. Should it become necessary to make a change in the work days or hours of an occupied position(s), including the establishment of varying starting and ending times, the Employer/Hospital will

request volunteers from within the job classification and department/clinical unit affected. If there are insufficient volunteers, then the position(s) occupied by the least senior employee(s) shall be designated for the change. The Employer/Hospital will provide at least thirty (30) calendar days' notice to the affected employee(s) and to the Union prior to the implementation date.

- a. If the change in hours varies by one (1) hour or less and if the employee(s) chooses not to accept the position, then the employee(s) shall be processed according to the layoff and recall procedure, except that they shall not be allowed to bump.
- b. If the change in hours varies by more than one (1) hour and the employee(s) chooses not to accept the position, the employee(s) shall be placed according to the layoff and recall procedure.

It is further agreed that should an individual employee's hours be changed in accordance with the preceding paragraph, such employee will not be subject to another change in hours for a twelve (12) month period from the actual date of movement into the changed hours. Nothing in this section is to be construed to limit the rights of the Employer/Hospital provided in CT Article 25, Management Rights.

Section 5. Should it become necessary to make a change in the hours of operation in any clinical unit or department, the Employer/Hospital will produce a suggested change in writing at least thirty (30) calendar days prior to its proposed implementation and give the Union an opportunity to write and present a proposal within seven (7) calendar days for discussion regarding the change prior to the date of implementation. If the Employer/Hospital decides to move forward with the change in the hours of operation, the Union has the right to negotiate the effect of such change on the bargaining unit employees.

Section 6. The responsibility for scheduling of employees rests with the supervisor and department head. Notice of work schedules shall be given to employees at least two (2) weeks but no more than one (1) month in advance of the time reflected on the schedule and will cover a minimum two (2) week period. Work schedules may not be changed without the knowledge and agreement of the responsible supervisor, and the affected employee.

Section 7. An employee may request to have their regular scheduled day off routinely scheduled for a specified period of time under specific circumstances (e.g., attending school every Tuesday for a ten [10] week period). Such routine time requests shall be made at least two (2) weeks prior to the posting of the time schedule. The approval or denial of these routine requests shall be communicated to the employee within one (1) week of receipt of the request by the manager. Such requests shall not be unreasonably denied. A full-time employee may request and shall receive either the Friday before or the Monday after a scheduled weekend of work as a day off. The employee's preference will be honored if possible.

Section 8. An employee may make a special request to have their regular day off scheduled on a specific day for a particular special occasion (e.g., child's college graduation or wedding). Such special requests for a regular day off shall be made at least two (2) weeks prior to the posting of the time schedule. The approval or denial of these special requests shall be communicated to the employee within one (1) week of receipt of the request by the manager. Such requests shall not be unreasonably denied.

Section 9. Any employee desiring to schedule a day off during the period of the posted schedule must find a qualified employee replacement. Such request must be in writing and may be approved by the appropriate manager. Employees may be required to submit such requests electronically through the Kronos Scheduler. Such requests shall not be unreasonably denied. The employee desiring the time off must utilize available PTO hours for the absence, only if those hours fall below their budgeted hours for that week. It is agreed and understood that the employee who has agreed to work to allow the other employee to have off a scheduled day cannot cancel this extra shift.

An employee may switch/trade scheduled shifts on an equal basis with another qualified employee with approval from the appropriate manager. A per diem employee who agrees to work for another employee as provided in this section shall not have that shift counted toward meeting their minimum work requirement as specified in Article 20, Section 5., Per Diem Employees.

Section 10. Flexible work plans involving one or more individuals or extended shift arrangements (e.g., ten [10] or twelve [12] hours) involving individuals in a specific clinical unit/department may be adopted or discontinued by the Employer/Hospital. The Employer/Hospital shall provide the Union with forty-five (45) calendar days' notice of such adoption or discontinuance. The terms and conditions relative to such plans that are adopted shall be in accordance with Article 24, Extended Shifts. The Employer/Hospital and the Union agree to negotiate with regards to the impact of the Employer/Hospital's decision to discontinue extended shifts of one or more employees. Such negotiations shall not delay the implementation of the Employer/Hospital's decision.

Section 11. Scheduled weekend work shall be evenly divided among employees assigned to a department/unit. Each department/unit will have the option of determining weekend scheduling preference no later than October 15<sup>th</sup> of each year for the following calendar year. Options will include:

- a. not being required to work more than twenty-six (26) weekends (consecutive days) per calendar year; or
- b. shall be entitled to at least every other weekend off.

Any employee who accepts a position on another department/unit must adhere to the weekend work schedule of that department/unit regardless of the number of previous weekends worked prior to the effective start date on the new department/unit.

Section 12. If an employee is absent on any scheduled weekend shift of work, they will be required to make up the missed weekend duty according to the staffing needs of the unit or department unless:

- a. the employee, in accordance with established practice, is not scheduled to work weekend duty for which the employee would otherwise be scheduled to work because the employee is taking vacation week(s) immediately prior to or following such weekend duty. It is understood by the parties that employees shall be off the weekend immediately prior to the start of their vacation and the weekend immediately following a vacation, if requested by the employee;
- b. the employee is on bereavement leave and the missed weekend duty occurs during such leave;
- c. the employee is on disability or workers' compensation in excess of seven (7) consecutive days;
- d. the employee is not needed according to the staffing requirements of the unit within the next twelve (12) consecutive weekends following the missed weekend;
- e. the employee is hired for a specific weekend requirement or has requested and is regularly scheduled to work weekends;
- f. the employee is scheduled off due to a major holiday on what would have normally been a scheduled Sunday to work.
- g. the employee is on continuous FMLA and the missed weekend duty occurs during such leave. Any employee with intermittent FMLA leave may be required to make up the weekend.

Section 13. Weekend coverage in the operating room shall be done on a voluntary basis. If there are no volunteers, then the weekend will be assigned on a rotating basis according to inverse seniority. Any RNs regularly working weekends shall be exempt from weekend rotation.

Section 14. Should the Employer/Hospital decide to require positions that do not currently have a weekend commitment to work weekends, the Employer/Hospital will provide thirty (30) calendar days' notice to the affected employee(s) and to the Union prior to the implementation date, if the position is occupied. The weekend commitment for these employee(s) shall be governed by the applicable terms of this Agreement.

Section 15. Any employee who has agreed to work an additional consecutive shift may request her/his next scheduled shift off if such shift begins less than ten (10) hours from completion of the additional consecutive shift. Such request may not be unreasonably denied.

Section 16. Employees shall not be scheduled for a shift beginning less than ten (10) hours from the end of their last scheduled shift except on a voluntary basis.

Section 17. Meal and rest period will be scheduled as follows:

- a. employees working more than six (6) consecutive hours in a normal work day shall be entitled to a thirty (30) minute unpaid meal period. The meal period shall not be counted as time worked, and if necessary, the Employer/Hospital shall provide for relief from work duties during such time;
- b. employees working at least five (5) or more consecutive hours in a normal work day shall be entitled to a twenty (20) minute rest period;
- c. specific assignments of meal periods and rest periods shall be made by the immediate supervisor;
- d. employees working a twelve (12) hour shift in a normal work day, shall be entitled to one twenty (20) minute and one fifteen (15) minute rest period;
- e. Rapid Response employees who are required to carry a phone and respond to calls during their meal period shall hand off their phone as per current practice in the unit/department. Any issues related to handoff will be placed on the RN Workload & Staffing agenda.
- f. It is understood that all employees are expected to take their required meal period. In the event of an emergent situation making this impossible, the employee shall be paid for their meal period as time worked.

Section 18. Employees shall record their time worked on an automated system designated by the Employer/Hospital. Employees shall be paid for all time worked.

Section 19. Employees scheduled for an extra shift may be canceled upon notice of two (2) hours prior to the start of the agreed upon shift (ninety [90] minutes for day shift employees). If less than two (2) hours (ninety [90] minutes for day shift employees) notice is provided, the shift may be canceled and the affected employee is to be compensated the equivalent of two (2) hours pay at the employee's base rate. Such time will not be considered as time worked for the computation of overtime.

Section 20. An employee may be requested to work an extra shift during the period of the posted schedule with short notice. When an employee is requested to work an extra shift for the subsequent day and verbally agrees to work, such employee may cancel the extra shift not later than two (2) hours prior to the start of the agreed upon shift (ninety [90] minutes for day shift employees). Such cancellation must be made by verbal notification to the employee's respective department.

Section 21. It is agreed to and understood by the parties that extra available shifts will be distributed to qualified employees in the following way:

- a. A needs list with all extra available shifts will be included with the posting of the schedule and will remain posted for seven (7) days.
- b. All department per diem employees who have not met their monthly commitment will be considered first.
- c. All part-time and full-time employees for whom the extra hours will not amount to overtime shall be considered next.
- d. All department weekend employees for whom the extra hours will not amount to overtime will be considered next.
- e. All qualified part-time, full-time and weekend employees who work outside of the department for whom the extra hours will not amount to overtime, will be considered next.
- f. All department per diem employees for whom the extra hours will not amount to overtime will be considered next.
- g. If vacant shifts still remain, full-time employees will be considered next and will not be denied.
- h. Posted extra time will be distributed evenly on a rotating basis, by pay period, beginning with the most senior qualified employee, in accordance with the above steps.
- i. An employee who agrees to work an extra shift and cancels such extra shift on two (2) occasions within ninety (90) calendar days, shall be precluded from working any extra shifts for a period of six (6) pay periods starting with the pay period beginning after the second cancellation.
- j. If the employee or the Hospital/Employer cancels an extra shift, PTO will not be paid unless the employee requests.

## **Article 6 Shift Rotation**

Section 1. Employees on the first shift who were hired with a requirement for rotation, hold their positions subject to being rotated to cover vacancies on the second and third shifts (Patient Care Services and MNF). Such rotation shall be on an inverse seniority basis from among qualified employees in the same clinical units. No employee shall be rotated to more than two (2) different shifts (not days) per pay period. Shift rotation shall occur after reasonable alternatives have been considered. Employees holding regular positions on the second and third shifts shall not rotate.

Section 2. The following are guidelines for scheduling employees to shift rotation:

- a. to fill posted but unfilled vacancies for which the Employer/Hospital is actively recruiting;
- b. to replace an employee who is on an unanticipated disability or leave due to workers' compensation.

Employees shall rotate shifts only after all other alternatives have been exhausted, such as use of per diems or offering extra time to part-timers.

Section 3. Charge nurses shall not be rotated.

Section 4. Employees with ten (10) to twelve (12) years of seniority shall not be required to rotate more than two shifts per posted monthly schedule: first and second shift or first and third shift. Such employees will be permanently assigned to either the first and second or first and third shift combination based upon seniority and available shift work.

Section 5. Employees with twelve (12) years of service shall not be required to rotate except on a voluntary basis.

## **Article 7 Floating, Resourcing and Downstaffing**

Section 1. The Employer/Hospital and the Union recognize the need for a system to temporarily downsize the staff if the census/workload drops in a unit/department where members covered by this Agreement are employed. If it becomes necessary to temporarily reduce the number of employees in a particular department or unit, the reduction will be completed as follows:

- A. Floating:
  - 1. Employees shall be asked to float, to the following sister units only:
    - a. ED, ED Holding, MACC ED;
    - b. ICU, CVICU and ED Holding;
    - c. Critical Care floats: CVICU, ICU, ED and ED Holding
    - d. 8E and 7W
    - e. Care 2, 5ME, 5MW, 5N, 5C, 6ME, 6MW, 6S, 4N, 7E, and any newly created medical or surgical units;
    - f. Maternal Child, L&D, Nursery, and NICU;
    - g. ASU, PACU and MAPU;
    - h. MCCC inclusive of Adult Medical Clinic, Pediatric Clinic, OB/GYN Clinic, Podiatry Clinic, Perinatal Testing, and Women's Health Center at Marian Professional Building.
    - i. Critical Care trained nurses may be floated to other areas in the hospital where critical care patients are being held.
    - j. 7MW and 8 ME nurses may be floated to other areas in the hospital where 7MW/8E patients are being held and will provide direct care to those patients.
    - k. In case the MIU cannot maintain a closed unit status, both parties agree to meet to develop a mutually agreeable solution.
  - 2. Employees who are floated shall not be required to take charge unless they are the only RN assigned to that unit.
  - 3. Employees holding a dedicated charge nurse assignment shall not be floated. If their unit closes, such dedicated charge nurse will have the option of utilizing accrued, unused PTO or to float. An employee who is designated as the charge nurse for a scheduled work day shall not be floated on that particular shift. However, such employee will be required to float prior to any other employee



when floating is next necessary on their unit when the employee is scheduled to work and is not designated as the charge nurse.

4. Employees who must float may be assigned to a clinical unit/department for less than an entire shift. An employee may only be floated once during their scheduled shift. The exception shall be that extended shift employees may be returned to their “home” unit to complete their extended shift. All other employees may be returned to their home” unit to take a reasonable assignment, dependent on the time remaining in their shift.
5. The Employer/Hospital shall provide for adequate coverage for the “home” unit prior to assigning an employee to float.
6. Newly hired employees with less than one (1) year RN clinical experience shall not be required to float for three (3) months past the completion of their orientation period.
7. It is understood that if floating is required, it will be done as follows:
  - a. agency employees assigned to the unit shall float first;
  - b. any float employee assigned to the unit, that shift shall float next;
  - c. any flexible employee assigned to the unit that shift shall float next;
  - d. any employees who volunteer to and are scheduled for an extra shift shall float next;
  - e. any per diem employee assigned to the unit shall float next;
  - f. a list of regular employees assigned to a unit shall be developed in inverse order of seniority;
  - g. the least senior employee will float first, with subsequent floating being assigned until all employees in that job classification have been floated;
  - h. if an employee volunteers to float, it shall be credited to that employee, and they shall not be required to float when the duty rotates to them.
8. Staff who float will work to their level of competence. It is understood that an employee will not be given the sole accountability for a patient and/or assignment if floated to a unit which is outside of their area of practice. The accountability will be assigned to a nurse who is hired to work on the unit. Once the competency level of the Float Nurse has been determined, their assignment will be made according to their competency. It is further understood that nurses hired to work on medical-surgical units who are not telemetry competent will not be assigned telemetry patients.
9. An employee questioning their float assignment, or an employee who feels their home unit has been left short staffed due to floating, shall notify the charge nurse who will contact the designated manager/supervisor on duty. The manager/supervisor will attempt to resolve the issue. If the issue remains unresolved, the employee should complete a Protest of Assignment form. A copy of the form will be sent to the manager/supervisor and to the Union. The issue will be placed on the agenda for the next Workload and Staffing Committee meeting for resolution.



10. The Union and the Employer agree that nursing education support is critical to a nurse who is being floated. If a floated nurse believes that there is a piece of their assignment that they cannot perform, a nurse educator and/or supervisor will come to the unit to assist them or send a competent resource.
- B. Resourcing:
1. When the opportunity to float to a sister unit is unavailable and staffing needs exist elsewhere in the facility, an employee may be resourced.
  2. If resourced, the employee may be assigned to various clinical units/departments during a scheduled shift. The employee shall not be required to accept a specific assignment that would include a designated patient assignment but may be assigned to assist other employees in the performance of their patient care activities as determined by the appropriate manager.
- C. Downstaffing: All downstaffing decisions will be authorized by a Registered Nurse in a leadership position. No downstaffing will be done until the ED census, ED Holding census, Cath Lab census and OR schedule have been evaluated for expected incoming patients. If it becomes necessary to further reduce the number of employees in a particular department or unit, the above process on floating and resourcing will be followed. If that fails to adequately reduce the staff on the unit/department, further reduction will be completed as follows:
1. agency personnel will be canceled first;
  2. any scheduled overtime (time paid at time and one-half) will be canceled;
  3. employees shall be provided the opportunity to be excused from work in order of seniority on a rotating basis with the understanding that the employee accepting this opportunity shall have the option of utilizing PTO or taking the time without pay;
  4. per diem time in excess of commitment days will be canceled;
  5. any scheduled hours in excess of an employee's normal work week or in the case of part-time employees in excess of the weekly hours for which they were hired, will be canceled in inverse order of seniority, with the understanding that part-time employees shall have the option of utilizing PTO;
  6. per diem commitment days will be canceled;
  7. any flex employee assigned to that unit on that shift shall be canceled.
- D. An Employee, who is downstaffed in four (4) hour increments prior to the start of the shift, will be considered to be on-call and eligible for on-call pay as outlined in Article 10, On-Call Pay. A Registered Nurse who is placed on-call will remain on-call for the entire shift.

## **Article 8 Workload and Staffing Committee**

Section 1. High quality patient care and achieving optimal nurse-to-patient ratios are the mutual goals of the Employer/Hospital and the Union. The Employer/Hospital and the Union also recognize that staff Registered Nurses should participate in decisions affecting the delivery of care. To that end a Workload and Staffing Committee has been formed to address and to resolve staffing issues. The Committee shall consist of five (5) Employer/Hospital representatives, plus the Vice-President of Patient Care Services or

their designee, and five (5) Union representatives, plus the President of the Local Union or their designee. The Committee representatives for both the Employer/Hospital and the Union shall have one representative from each of the following areas:

- a. Critical Care;
- b. Maternal Child (inclusive of Labor and Delivery);
- c. Medical-Surgical;
- d. Perioperative Services; and
- e. Acute Ancillary Services.

Other individuals may be invited to meetings as needed for information purposes. Agenda items and a list of any staff members that will be in attendance, along with the items they will be addressing will be submitted to the Vice-President of Patient Care Services at least one (1) week prior to the scheduled meeting.

Members of the committee shall not suffer any loss of pay for attendance. Committee members attending a committee meeting which is not scheduled in their normal working time will be paid for their attendance. The Employer will make every reasonable effort to provide coverage or scheduling so that members may attend the meetings.

Section 2. The Workload and Staffing Committee will strive to improve the current nurse-to-patient ratios through:

- a. analysis of current staffing templates for all inpatient clinical areas;
- b. analysis of current staffing templates for all outpatient clinical areas;
- c. analysis of current staffing templates for all long term/alternate level of care areas;
- d. determination of the appropriate number of full-time equivalents required to cover call-ins, disabilities, workers' compensation absences and leaves of absence as well as alternate methods for covering such absences; and
- e. research available patient acuity measurement tools.

The committee will jointly determine the nurse-to-patient ratios that will set the standard for high quality patient care in Western New York and will ensure that Mercy Hospital of Buffalo becomes the "employer of choice" among nurses in Western New York. The committee co-chairs will present their recommendations on such nurse-to-patient ratios to the Senior Administrative Team for Mercy Hospital for review and consideration.

Section 3. In addition to the template and acuity assessments identified in Section 2. Above, the Workload and Staffing Committee will also assess the following issues that have a direct impact on daily staffing:

- a. average daily census inclusive of admissions, discharges and transfers;
- b. patient safety, inclusive of coordination of care, ability to provide continuity of care, patient education and proper discharge education;
- c. staff mix;
- d. use of agency/supplemental staff;
- e. hours of work, workloads, shift assignments, shift rotation on-call utilization, and floating;

- f. patient care delivery models inclusive of the role of the charge nurse and hours of care;
- g. facility characteristics (geography of department/unit, square footage, etc.); and
- h. available financial resources.

Section 4. The Employer agrees that the Workload and Staffing Committee will conduct a full-scale review of the utilization and licensure allowances for Licensed Practical Nurses and will commit to utilize existing LPNs as part of the team approach to patient care delivery.

Section 5. The Employer is committed to providing new employees a formally structured orientation experience that supports their clinical growth and development. This will include the use of preceptors, mentors, clinical educators and nurse managers on the assigned shift of the orientees.

Section 6. The Employer will create an organizational culture of retention that empowers and is respectful of its nursing staff. The Employer will analyze and correct problems related to the following issues that affect nurse retention:

- a. the paperwork and administrative burden that takes nursing time away from patient care;
- b. the peer support network;
- c. Registered Nurse exit interviews;
- d. turnover and vacancy rates;
- e. employee satisfaction;
- f. recruitment initiatives.

Section 7. An employee questioning the staffing level on a specific shift, on their unit/clinic/department shall notify the charge nurse who will contact the designated manager/supervisor on duty. The manager/supervisor will attempt to resolve the problem. If the employees concern is unresolved the employee will so indicate on a form mutually agreed to by the Employer/Hospital and the Union. A copy of the form will be sent to the appropriate manager/supervisor and to the Union for review. The manager/supervisor will forward the form to the Workload and Staffing Committee who will review and investigate the incident documented on the form.

Section 8. If over a six (6) month period a shortfall in budgeted staffing exists and results in hours paid over budget for a job title, and the shortfall is not a result of vacancies or unusual circumstances, the Employer /Hospital or the Union shall submit the shortfall in staffing to the Committee as an agenda item for review at the next scheduled meeting. This review will include the use of per diem and part-time employees. Should persistent shortages or problems in providing appropriate patient care be identified, the Employer will take the necessary steps to resolve these problems.

Section 9. The Workload and Staffing Committee shall have the authority to carry out the work outlined in this Article, and to implement the recommendations of a majority of the Committee members. The Employer shall have the appropriate people with financial authority attend the Workload and Staffing Committee. The only exceptions shall be that if there is a financial and/or organizational wide impact associated with the recommendations, a proposal will be drafted by the Committee and presented to the Senior Administrative Team for Mercy Hospital for review and consideration.

*\*The Staffing/Clinical Staffing Committee Article (CT Article 40) shall supersede this Article where any language is duplicated or inconsistent.*

**Article 9**  
**Shift Differential**

- Section 1. Shift differential will be paid to all employees scheduled to work evening (3:00 pm to 11:00 pm) or night (11:00 pm to 7:00 am) shift hours.
- Section 2. Evening shift differential will be paid for all hours worked between 3:00 pm and 11:00 pm.
- Section 3. Night shift differential will be paid for all hours worked between 11:00 pm and 7:00 am.
- Section 4. Shift differential will be used in the computation of overtime. Shift differential on PTO shall be applied to all scheduled paid time off according to the hours set forth in sections 2 and 3 above for an employee's regularly scheduled shift.
- Section 5. There shall be no pyramiding of shift differential.
- Section 6. Shift differential premiums shall be defined in CT Article 58, Salaries.
- Section 7. An employee who works the night shift, and who agrees on short notice (24 hours or less), regardless of the duration of hours worked, to work into the day shift, will get shift differential for all hours worked.

**Article 10**  
**On-Call Pay**

- Section 1. An employee who is required to be available to receive a call to report to work shall be considered "on-call."
- Section 2. An employee required to be on-call will be entitled to one (1) hour of pay at the employee's base rate for every four (4) hours spent on-call. The rate paid will be prorated for hours less than four (4) spent on call.
- Section 3. An employee shall be entitled to a minimum of three (3) hours' pay or pay for time actually worked, whichever is greater, plus the on-call pay outlined in Section 2. above.
- Section 4. Pay for time worked when on-call shall be at the rate of time and one-half plus the appropriate shift differential for all hours worked between 3:00 pm and 7:00 am.
- Section 5. Hours spent or paid on-call shall not be considered as hours worked for the purpose of computing overtime.
- Section 6. Only hours actually worked when the employee is called in will be considered for the purpose of calculating overtime.
- Section 7. Employees who are scheduled on-call on the following holidays will be entitled to the on-call pay outlined in Section 2. above, plus an additional twenty –five dollars (\$25.00) for every eight (8) hours spent on-call. The rate paid will be prorated for hours less than eight (8) spent on-call:
- a. New Year's Day;
  - b. Easter Sunday;
  - c. Memorial Day;

- d. Independence Day;
- e. Labor Day;
- f. Thanksgiving Day;
- g. Christmas Eve (3:00 pm – 11:00 pm);
- h. Christmas Day; and
- i. New Year’s Eve (3:00 pm – 11:00 pm).

Section 8. The on-call procedures for the Operating Room, Post Anesthesia Care Unit, Labor and Delivery, Imaging Services, the Cardiac Catheter Laboratory, Dialysis, and the Neuro-Vascular Laboratory are in Article 18, On-Call and Work in Progress of this Agreement.

**Article 11  
Paid Time Off**

Section 1. The following schedule applies to all full-time and full-time flexible employees eligible for PTO:

Length of Service	Accrual Rate	Maximum Accrual (Hours/Days)	Maximum Balance in employee bank (Hours/Days)
Date of Hire to less than three years (0-35 months)	0.085 X each hour paid	165.0 Hours (22 Days)	217.50 Hours (29 Days)
3 years to less than 4 years (36-47 months)	0.089 X each hour paid	172.5 Hours (23 Days)	225.0 Hours (30 Days)
4 years to less than 9 years (48-107 months)	0.108 X each hour paid	210.0 Hours (28 Days)	262.50 Hours (35 Days)
9 years to less than 15 years (108-179 months)	0.135 X each hour paid	262.5 Hours (35 Days)	315.0 Hours (42 Days)
15 years to less than 24 years (180-287 months)	0.154 X each hour paid	300.0 Hours (40 Days)	352.5 Hours (47 Days)
24 years and following (288 + months)	0.173 X each hour paid	337.5 Hours (45Days)	390 Hours (52 Days)

Section 2. All part-time and part-time flexible employees are eligible for PTO according to the following schedule:

Length of Service	Accrual Rate	Maximum Accrual (Hours/Days)	Maximum Balance in employee bank (Hours/Days)
Date of hire to less than 9 years (0-107 months)	.069 X each hour paid	150.0 Hours (20 Days)	202.50 Hours (27 Days)
9 Years to less than 24 years (108-287 months)	.108 X each hour paid	225.00 Hours (30 Days)	277.50 Hours (37 Days)
24 years and Following (288+ months)	0.154 X each hour paid	270.0 Hours (36 Days)	288.0 Hours (38.4 Days)

Section 3. Eligible employees accrue PTO from their date of hire but cannot begin using their accumulated time until after completion of three (3) months of continuous service. Prior to completion of three (3) months of service, an employee may take time off without pay. During their probationary period, newly hired employees shall only be permitted to use PTO for the reasons set forth in the New York State Paid Sick Leave law.

Section 4. An employee changing from an ineligible to an eligible status (e.g., per diem to full time) will begin accruing PTO from the date of the change as long as they have met the service requirements mentioned in Section 3. above.

Section 5. A former employee who is rehired shall not be eligible for PTO unless they have satisfied their probationary period.

Section 6. If an employee changes from full-time to part-time status, the part-time employee is able to carry over up to fifty percent (50%) of the PTO maximum accrual. The remaining portion will be paid out to the employee.

Section 7. PTO is accrued for every hour a full-time or part-time employee is paid, including worked hours, Union Representation time under Article 2, Union Representation and paid benefit hours up to a maximum of seventy-five (75) or eighty (80) hours per payroll period but excluding on-call hours.

Section 8. All PTO is paid as a terminal benefit, provided two weeks' notice has been given. The payment will be made on the pay date following the employee's last day of employment. Upon the death of an employee with a PTO balance, accrued PTO will be paid to the employee's estate.

Section 9. To the extent possible and consistent with Employer/Hospital needs and requirements, managers will attempt to recognize the personal preferences of employees with respect to the length and timing of PTO requests. In order to maintain an equitable system of scheduling PTO, the following guidelines must be followed:

- a. An employee's supervisor must approve the use of all PTO.
- b. All PTO must be requested in advance of the time needed except for instances of illness or other unforeseeable emergencies. One (1) shift of paid time off will be designated for use in instances of compelling personal reasons and will be granted with twenty-four (24) hours' notice, in the time period between January 2 and November 15, except on a holiday or before or after a holiday or before or after scheduled PTO.
- c. Unscheduled tardiness of less than one (1) hour will not be paid as PTO.
- d. PTO may be requested as single days or in blocks of time.
- e. When there is a conflict in PTO selection between two (2) or more employees, the employee with the highest seniority date shall be given preference.
- f. Requests for PTO weeks shall be submitted two (2) times a year as follows:
  1. A calendar will be posted by October 1 for the period of time from January 1 to May 31 with the understanding that employees will have the month of October to complete PTO scheduling. The approval process will be completed no later than November 1 and the final schedule will be posted no later than December 1.
  2. A calendar will be posted by February 1 for the period of time from June 1 to December 31 with the understanding that employees will have the month of

February to complete PTO scheduling. The approval process will be completed no later than March 1 and the final schedule will be posted no later than April 1.

Requests for PTO after these dates will be considered last.

- g. Each employee shall select their vacation weeks from a master calendar that will be available in the department/clinical unit for vacation scheduling on October 1 and February 1. Accompanying the calendar will be a current seniority list and the number of FTEs allowed off by shift in each given week.

An employee shall select vacation weeks by order of seniority and based upon the availability of time in the above time periods. When it is an employee's turn to select vacation weeks, that employee will be given no more than twenty-four (24) hours to make their selection. If an employee is on vacation during the period of vacation selection, that employee must leave a contact number for the purpose of receiving a call to schedule. A calendar of selected and available PTO shall be maintained within each department/clinical unit.

- h. Due to the nature of the work performed it will be necessary for employees to take time off during other than peak vacation periods. Employees must schedule their PTO in blocks of time as indicated below for the entire year in accordance with the following:

Full-time Employees

Length of Service	January 1 - December 31
Date of Hire to 4th Anniversary	1 Week (5 days)
4th Anniversary to completion 9th year	2 Weeks (10 days)
9th Anniversary to completion 15th year	3 Weeks (15 days)
15th Anniversary to completion 24th year	4 Weeks (20 days)
24th Anniversary and following	5 Weeks (25 days)

Part-time Employees

Length of Service	January 1 - December 31
Date of hire to completion of 9th year	1 Week (days = to employees' FTE commitment)
9th Anniversary and following	2 Weeks (days = to employees' FTE commitment)

- i. PTO cannot be used for less than one (1) hour.
- j. Each employee shall be guaranteed at least one (1) week of PTO between June 1 and September 15. If there are additional weeks after each employee has selected their time the remaining weeks shall be offered to employees in the department in order of seniority.
- k. The following time periods shall be considered "prime" vacation time: President's Day Week, the week prior to Easter, the week following Easter, Independence Day, Thanksgiving week, and Christmas week. Employees in a department/clinical unit may select vacation time for these weeks on a rotating basis within the department/clinical unit based on seniority. The senior employee on the list may opt to select one week during "prime" time or may pass the current year's selection on to the next employee on the list. At the beginning of each scheduling period the rotation will begin with the most senior employee.
- l. The scheduling and payment of PTO shall be based on an employee's normal work schedule and normal workdays in a work week.



Section 10. In all cases, sufficient PTO time must be available when the approval period of time off arrives. If the employee does not have sufficient time available, then they may be required to work all or part of a portion for their regularly scheduled hours, as needed.

Section 11. Approved vacations may not be changed when personnel transfer without the consent of the employee (e.g., in instance of layoff, unit closings or transfers because of an administrative decision), approved vacation requests will be honored. When a transfer to another department/clinical unit or change in status occurs, at the employee's request, approved vacation requests must be resubmitted. However, every attempt will be made to accommodate the employee's previously approved vacation schedule.

Section 12. If a department or work unit is closed as a result of an Employer/Hospital recognized holiday, namely New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day, an employee may take a PTO day. If an employee is scheduled to work when their department or work unit is open, another PTO day can be scheduled at a more appropriate time depending on Employer/Hospital needs. Part-time employees scheduled to work on any of the above recognized holidays will have the option to take PTO, to take time off without pay or to work another shift if the time is available.

Section 13. The holidays and/or shifts referenced below shall be paid at the rate of time and one-half (1.5) the employee's base rate for all hours worked:

- a. Christmas Eve from 7:00 am on 12/24 through 7:00 am on 12/25;
- b. Christmas Day from 7:00 am on 12/25 through 7:00 am on 12/26;
- c. New Year's Eve from 7:00 am on 12/31 through 7:00 am on 1/1;
- d. New Year's Day from 7:00 am on 1/1 through 7:00 am on 1/2;
- e. Easter Sunday from 7:00 am Easter through 7:00 am on the Monday after;
- f. Memorial Day from 7:00 am through 7:00 am the next day;
- g. Independence Day from 7:00 am on 7/4 through 7:00 am on 7/5;
- h. Labor Day from 7:00 am through 7:00 am the next day; and
- i. Thanksgiving Day from 7:00 am through 7:00 am the next day.

Employees whose day shifts begin earlier than 7:00 am will continue to receive holiday premium pay for their entire shift.

The next holiday rotation starts on January 2nd each year.

Section 14. Night shift employees shall observe holidays (New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day) on the actual day the holiday is observed.

Section 15. Where the department/clinical unit must remain open for recognized holidays and when staffing requirements demand, employees shall be required to work no more than one (1) holiday in each of the following groups of holidays on a rotating basis:

- a. Christmas Eve or Christmas Day;
- b. New Year's Eve or New Year's Day;
- c. Memorial Day or Independence Day;
- d. Labor Day or Thanksgiving Day;
- e. Easter Sunday.



Section 16. The above requirement to work a holiday is based upon staffing needs. Should all staff not be required, employees may be granted time off on a rotating basis by seniority. Holiday commitments occurring during scheduled vacations shall be met.

Section 17. In the operating rooms, holidays will be covered on a voluntary basis. If there are no volunteers, then holidays will be assigned on a rotating basis according to inverse seniority. If an employee already volunteered for a holiday in a calendar year, they would be exempt from the rotation. No employee will be expected to work Easter, Christmas, Thanksgiving, or New Year's for two (2) consecutive years, unless done on a voluntary basis.

Section 18. For the purposes of accommodating requests for vacation, only staffing requirements for bargaining unit members in a given clinical unit may be considered. Vacation schedules for other employees, including management employees, may not interfere with the scheduling of bargaining unit personnel. Except that those non-bargaining unit employees who are listed as exceptions in the bargaining unit work may be considered in scheduling vacations. Requests for vacation shall not be unreasonably denied.

Section 19. Should an employee desire to change an approved vacation, the employee may submit the change at least thirty (30) days prior to the first day of the month in which the vacation is requested. The employee's request shall be accommodated if possible.

Section 20. Should an employee wish to rescind an approved vacation, that vacation week will go up for bid and will first be granted to an employee who did not get a vacation (if the week falls during prime-time), otherwise it will be granted to the most senior employee who applies for it. Should more than one employee meet the above criteria, seniority will be the deciding factor.

Section 21. Full-time and part-time employees are eligible to participate in the PTO buyback program up to a maximum of seventy-five (75.0) hours as follows:

- a. Eligible employees may elect in December of each year by filling out an irrevocable PTO buyback election form. The form must be submitted by the employee to myhr@chsbuffalo.org or the HR department no later than December 15th.
- b. Employees' PTO payout will be made by the end of November of the following year.
- c. Employees shall only be able to receive a cash payout on PTO accrued in that calendar year and as long as the employee has the accrued time in their bank at the time of payout.

Section 22. When an employee calls off for an unscheduled PTO on the day before, the day after, or on the holiday, the absence will be treated as an absence on a scheduled weekend shift and will be scheduled as a weekend make-up, per Article 5, Hours of Work, Section 12.

## **Article 12 Seniority**

Section 1. Seniority shall mean the length of unbroken service of an employee covered by this Agreement beginning with their most recent date of hire by the Employer/Hospital in any job title whether or not it is or was in the bargaining unit. Temporary employees shall not have seniority unless they transfer into another category of employment.

Section 2. An employee who accepts a non-bargaining unit position and returns to a bargaining unit position shall not accrue seniority for the period of time that they are out of the bargaining unit. The

Employer/Hospital retains the sole discretion as to whether or not an employee shall be returned to the bargaining unit.

Section 3. An employee who was employed by the Employer/Hospital for an uninterrupted period of at least twelve (12) months whose employment with the Employer/Hospital terminates for reasons other than those constituting just cause and is rehired within twelve (12) months from the date of termination shall after completing twelve (12) months of service, receive their most recent date of hire, prior to the termination, adjusted by moving the employee's most recent date of hire forward for the period of separation from employment, for the purpose of calculating compensation at the applicable step and entitlement to all other benefits in this Agreement.

Section 4. Any employee hired into the bargaining unit from within the Catholic Health System, shall receive prior service credit applicable only to benefit programs and wage assignment at whichever wage rate is higher from their most recent date of hire in the system. For purposes of this section service may be bridged for up to twelve (12) months.

Section 5. Seniority shall be lost and an employee shall be terminated when the employee:

- a. resigns or quits;
- b. is discharged for just cause;
- c. retires with or without qualifying for benefits under a pension plan or Social Security;
- d. fails to return to work upon expiration of a leave of absence;
- e. engages in gainful employment while on leave of absence without approval of the Employer/Hospital unless the employee is out of the immediate area of Western New York; approval shall not be unreasonably denied;
- f. fails to report to work as directed after being recalled as outlined in Article 15, Layoff & Recall;
- g. is absent for two (2) consecutive scheduled work days without notifying their supervisor or obtaining permission for such absences, unless beyond the employee's control;
- h. does not return from a leave of absence due to illness or injury as provided for in CT Article 13, Leave of Absence;
- i. has exhausted the period of time for which they have recall rights as provided for in Article 15, Layoff and Recall.

Quarterly, the Employer/Hospital shall post and furnish to the Union a seniority list and shall correct such list from time to time as may be necessary.

Section 6. Employees are asked to give at least four (4) weeks' notice of resignation; however, employees must give at least two (2) weeks' notice of resignation. Resignation notices should be submitted in writing and specify the last day the employee is to be at work. This notice period may be reduced or waived at the discretion of management. An employee may not extend their employment through the utilization of benefit hours or to meet the period of notice.

**Article 13**  
**Filling of Vacant Positions**

Section 1. When a position in the bargaining unit is vacant, the position shall be posted in an agreed upon location in the main Employer/Hospital and at each location where bargaining unit employees work and electronically at [www.chsbuffalo.org](http://www.chsbuffalo.org).

Section 2. The posting shall include the number of hours, shift, scheduled hours, job title, department/clinical unit, pay grade, qualifications for the position as included on the job description for that position and sufficient information to adequately describe the vacancy. The notice shall remain posted for a period of seven (7) calendar days. An employee, within the seven (7) days posting period, may file a written request on a form provided by the Employer/Hospital, for the job vacancy in the Human Resources department. The Employer/Hospital will provide an electronic copy of the postings to the Union.

Section 3. During the posting period, the Employer/Hospital will determine if there are members of the bargaining unit who are on lay off and are eligible for recall to the posted position. If there are employees on layoff who are eligible for recall (e.g., to a position which is in their job title, category of employment, salary grade and shift) to the posted position, the individual(s) shall be added to the list of bidders, as though they applied for the position.

Section 4. Selection of the successful bidder shall be completed by the appropriate manager within fourteen (14) days of the close of bidding. The employee selected shall be given two (2) calendar days from the notification of their selection to accept the new position. Failure to respond within the time specified shall constitute a rejection of the new position. Should the selected employee be unavailable for notification, the fourteen (14) day selection period shall be extended until the second (2nd) day after such employee is available.

Section 5. The transfer date for employees selected for a new position will be established at the beginning of a pay period, no later than thirty-seven (37) days from the date of selection. If the position filled by a successful bidder becomes vacant within forty-five (45) days of the original posting, the job will be offered to the next eligible bidder. If the position becomes vacant after forty-five (45) days, it shall be reposted.

Section 6. The vacancy shall be filled from within the bargaining unit by seniority from among qualified bidders. Any successful employee must satisfactorily complete the critical care courses within ninety (90) days of entry into the specialty units (ICU, CVICU) if such courses have not been previously completed within the previous twenty-four (24) months.

If during the first seven (7) days a position is posted and there are no qualified bidders, no employees eligible for recall, or no employees who accept recall for the position within the bargaining unit, the Employer/Hospital may seek qualified employees from any available source.

Beginning on the eighth (8th) day, and lasting until the position is filled or the requisition is pulled, the following shall apply:

- a. Qualified late internal bidders and external applicants will be sent to the hiring manager for consideration on a first come, first serve basis.
- b. If no external applicant has been selected, hiring preference will be given to the most senior qualified late internal bidder.

Section 7. In the event that the staff mix level is inexperienced, as determined by the Employer/Hospital, the Hospital will provide notice to the Union that it is necessary to post positions requiring experience. The Union may request a meeting to discuss a mutually agreeable solution. Mutual agreement shall not be unreasonably denied.

Section 8. The successful bidder shall be required to serve a trial period of sixty (60) calendar days in the new position for full time employees and ninety (90) calendar days for part time and per diem employees.

- a. If at any time during the trial period the successful bidder does not meet satisfactory performance requirements, they will be returned to their original position or one of the same category and shift if such a vacancy exists. After returning to the prior position, they may not bid on another position for the next three (3) months. Employees displaced under this section shall be placed in a position according to Article 15, Layoff and Recall.
- b. If the employee fails to successfully complete the training/education for the new position, the individual will be eligible to reapply for a position with the same requirements after twelve (12) months.
- c. If a successful bidder is dissatisfied during the trial period, such employee may, within twenty-one (21) calendar days, return to their original position if vacant, to a vacant position in the same category, and shift within their original department, or shall be placed according to the layoff and recall procedure except that they shall not be allowed to bump. After returning to the prior position, they may not bid on another position for the next three (3) months.
- d. The successful bidder will sign an offer letter which includes budgeted hours, shift, unit/department, and hourly wage. A copy will be sent to the Union.

Section 9. A list of successful bidders for positions that have been filled through the process provided for in this article, shall be available on the Human Resources Department bulletin board. The list shall be updated on a biweekly basis.

Section 10. Nursing personnel may not be accepted for posted vacant positions until they are licensed. However, permit eligible employees may bid and be accepted in the absence of licensed employees bidding.

Section 11.

- a. When a successful internal bidder is placed into a position, they may not bid on a posted vacant position for a minimum of twelve (12) months unless:
  1. If the position provides for a change to a higher skilled position (as determined by the employer).
  2. The job is a change (increase or decrease) in category, and/or budgeted hours, wage grade, or a change in shift.

Once an employee takes advantage of these exceptions, they may not bid on any posted position for the next nine (9) months.

- b. When an employee is placed into a position through the external bidding process, they will be prohibited from bidding on another job for fifteen (15) months, with the following exceptions:
  1. If the position results in a higher skilled position (as determined by the Employer).

2. The job is a change (increase or decrease) in category, and/or budgeted hours, and/or shift only if it is in their current department.
3. The job is an increase in category (i.e., part-time to full-time), and the employee has been in their position for at least twelve (12) months.

Once an employee takes advantage of any of these exceptions, they may not bid on another position for the next twelve (12) months.

Section 12. Any employee with seniority, who applies for and is placed in a temporary position, shall continue to accrue seniority and all benefits and shall maintain their category of employment. At the expiration of the temporary position, such employee shall return to their previous position, if vacant, or be placed in accordance with the recall procedure.

Section 13. Should an employee in a regular position be selected to fill a temporary position in their same department, that individual's regular position may then be filled by the Employer/Hospital on a temporary basis from any available source. Should an employee in a regular position be selected to fill a temporary position in another department, the manager of the employee shall have the option of filling the vacated position on a temporary basis from any available source or filling the position as outlined in Sections 1 -11. Above.

Section 14. The process provided below shall be utilized when temporary positions become available that are expected to last thirty (30) calendar days or more:

- a. Postings for temporary position(s) to be filled shall be made in designated areas near regular postings.
- b. Postings shall be made for temporary positions of thirty (30) days or more provided the temporary position is vacant.
- c. Positions will be posted for a minimum of three (3) calendar days.
- d. The Employer/Hospital may select from among qualified regular employees who have expressed interest.
- e. In order to be eligible for selection, an employee must be available to begin in the position on the date needed.

#### **Article 14** **CWA Health and Safety Committee**

Section 1. The Employer/Hospital will observe all applicable health and safety laws and regulations, and will provide and maintain safe working conditions and a safe and healthful work environment. The Hospital will maintain a Health and Safety program. The objective of the program will be:

- a. to identify, assess, prevent and eliminate hazards to which employees are exposed;
- b. reduce injuries and illness;
- c. to systematically achieve compliance with all applicable health and safety regulations; and
- d. to promote greater employee awareness of health and safety issues, inclusive of group safety department or unit meetings conducted as deemed necessary.

Section 2. The Hospital will provide employees with opportunities for participation in establishing, implementing and evaluating programs by:

- a. communicating regularly with employees about workplace safety and health matters;
- b. providing employees with access to information relevant to the program;
- c. providing ways for employees to become involved in hazard identification and assessment, prioritizing hazards, training and program evaluation;
- d. maintaining a process for employees to report job-related injuries, illnesses, incidents and hazards promptly, and to make recommendations about appropriate ways to control those hazards;
- e. providing prompt responses to those reports and recommendations.

Section 3. Information and Training:

- a. The Hospital will provide employees with information and training in the safety and health program;
- b. The Hospital will ensure that employees potentially exposed to a hazard are provided with information and training in that hazard;
- c. The Hospital will update affected employees on what is being done to control those hazards and what protective measures the employee must follow to prevent and minimize exposure;
- d. The Employer will provide all necessary personal protective equipment at no cost to employees. The Employer will require all employees to wear necessary personal protective equipment.

Section 4. The Employer/Hospital agrees to maintain a joint Health and Safety Committee containing up to eight (8) employees selected by the Union from among all of the units of the employees represented by the Union, and an equal number of individuals selected by the Employer/Hospital. One of the union representatives will be designated the Union Health and Safety Director and participate in the safety initiatives.

- a. The parties agree to jointly train the selected employees on the responsibilities of serving as a health-safety representative.
- b. Members of the committee shall not suffer any loss of pay for attendance in Committee meetings. Committee members attending a committee meeting which is not scheduled in their normal working time will be paid for their attendance. The Employer will make every reasonable effort to provide coverage or scheduling so that members may attend the meetings.
- c. Health and Safety union representatives and the Employer will investigate health and safety issues, conduct safety inspections, and conduct or attend training sessions, and shall be provided up to two (2) hours per month outside of their health and safety committee meeting time for these purposes.

Section 5. The Health and Safety Committee shall meet at least once every other month or as mutually agreed by the members of the Committee. The Committee shall determine the nature of all projects and assignments and the amount of time and individuals to be involved with such projects and assignments. The committee shall have co-chairs, one from the Union and one from Management. The co-chairs shall agree on an agenda in advance of the meeting. Union representatives shall be compensated as time worked

for time spent in committee meetings and for time spent on mutually approved assignment to projects as may be determined by the Committee.

Section 6. All employees are encouraged to identify and report unsafe conditions or potential health hazards to their immediate supervisor. If the supervisor does not respond, or is not able to address and/or correct the condition within a reasonable period of time or immediately as conditions warrant, the employee may direct this concern to the Health and Safety Committee

Section 7. Any employee may address health and safety concerns to the Committee. The Committee shall investigate any health or safety issue brought to its attention. The Committee shall make recommendations for action by the Employer/Hospital.

Section 8. No employee shall be expected or permitted to work under conditions which will create an immediate and unduly hazardous threat to their safety or health.

Section 9. The Local Union's designated Health and Safety Director, or qualified designee, shall be paid their regular hourly rate for their time conducting business relating to the Health and Safety Committee, not to exceed four thousand dollars (\$4,000.00) per contract year (for both contracts) as an Employer/Hospital paid excused absence for activities related to that position. The committee co-chairs shall investigate grant options, write grant proposals individually or as part of a group grant application, and shall provide additional safety training to employees of Mercy Hospital.

Section 10. It is the Employer's and the Union's objective to establish and maintain an effective ergonomic program in order to help prevent and minimize occupationally related cumulative trauma and/or musculoskeletal disorders. This shall be accomplished by establishing ergonomic sub-committees of the Joint Health and Safety Committee to review employee injuries and illnesses, to identify potential ergonomic problems in order to recommend improvements in the physical work environment, work practices or work design. These improvements shall be documented as they are implemented. The committee will assess and recommend any training necessary for the committee to achieve its goal. The committee membership shall include the necessary members and management from appropriate departments such as physical therapy, employee health, purchasing, risk management or those persons deemed necessary to accomplish its goal of reducing workplace injuries. The Union's Health and Safety Director shall participate on this committee.

Section 11. It will be a goal of the Workplace Violence Committee to recommend, and play an active role in, the implementation of an approved training plan for employees that is focused on ensuring their safety when dealing with violent and potentially violent individuals with whom they may come in contact during the course of performing their job. The plan should include different levels of training to address all areas. The Committee should seek guidance from resources in Catholic Health Legal Services, Risk Management, Health & Safety and/or Security Management, to ensure no potential issues with the type and level of training to be implemented. The Committee may choose to incorporate situations derived from site workplace violence reports into the training plan to enhance the relevancy of the training provided. The Committee will complete the plan within six (6) months of the ratification date of this agreement. The Committee will also review workplace violence reports and make recommendations on avoiding such situations. The Hospital/Employer will continue to provide legal representation as needed.

## **Article 15**

### **Layoff and Recall**

Section 1. In the event it becomes necessary to layoff or permanently eliminate a filled position, the Employer/Hospital will give the Union advance notice of its intention to layoff or to eliminate a filled position at least fourteen (14) days prior to layoff. The Union shall be afforded reasonable opportunity to



discuss the matter including a meeting with the Vice-President/designee responsible for the affected department/clinical unit(s). Only the Employer/Hospital shall advise employees selected for layoff in accordance with Section 3. Below.

Section 2. The Union shall receive information including the number of positions to be reduced, the department/clinical units affected, the job titles, categories, and shifts to be affected by the layoff and/or elimination of positions.

Section 3. Employees selected for layoff shall be given at least seven (7) calendar days' notice of layoff.

Section 4. Once the department(s)/clinical unit(s), job title of position(s), category(ies) and shift(s) are determined, the procedure for layoff shall be accomplished in the following order:

- a. all probationary and temporary employees in such job title(s) category(ies), and shifts, in the department(s)/clinical unit(s) affected shall be removed;
- b. per diem employees shall not be included in the schedule in the job title(s), category(ies) and shift(s) in the department(s)/clinical unit(s) affected;
- c. the vacancy list that will be used during the layoff process will be comprised of all positions in the bargaining unit that have been posted and not filled or that are open to the outside;
- d. it is understood that the placement of employees identified for layoff into vacancies under the provisions of this article shall not constitute a violation of this Agreement;
- e. when it is necessary to permanently change the number of employees on a shift within a clinical unit/department, such change shall be made first by requesting volunteers from within the clinical unit/department. Absent volunteers, the layoff and recall provisions of this Agreement shall be applicable.

Section 5. If, after compliance with the provisions in Section 4. Above, an employee with seniority is subject to layoff, such employee, in accordance with their seniority rights, shall be entitled to pursue a position in the bargaining unit in the following sequence. It is understood that in all placements under Layoff and Recall situations, the employees must meet the requirements of the job description. Should unusual circumstances produce a staffing mix level that could negatively impact on patient care, the parties agree to meet to discuss a mutually agreeable solution. Mutual agreement shall not be unreasonably withheld. In the event that more than one employee is subject to layoff, a committee of equal representatives from each party will be formed for the purpose of administering the provisions of this article. The committee shall determine the appropriate way to develop the pool of employees, taking into account grade, job title, category and shift. The committee shall also determine the available options using the steps provided in this Section.

Step 1. The employee subject to layoff may select any vacant position in the bargaining unit, which is in their category of employment, job title and shift. If the employee opts to drop shift, category and/or job title and maintain grade as requirement placement, they may do so at any step. However, a part-time employee may not be placed in a full-time position.

Step 2. If no such vacancy exists, they will be permitted to displace any probationary employee in their category of employment, job title and shift.

Step 3. If there are no probationary employees who may be displaced, then the employee subject to layoff may bump the least senior employee in their category of employment, job title and shift.



- Step 4. If the employee cannot be placed in a position within their job title, they may select any vacant position in their category of employment, grade and shift.
- Step 5. If no such vacancy exists, the employee may displace any probationary employee in their category of employment, grade and shift.
- Step 6. If there are no probationary employees who may be displaced in Step 5. Above, then the employee may bump the least senior employee in their category of employment, grade and shift provided the employee has more seniority than the least senior employee.
- Step 7. If the employee cannot be placed in a position in their category of employment, grade and shift, they may select any vacant position in their category of employment and grade.
- Step 8. If no such vacancy exists, the employee may displace any probationary employee in their category of employment and grade.
- Step 9. If there are no probationary employees who may be displaced in Step 8. Above, the employee may bump the least senior employee in their category of employment and grade provided the employee has more seniority than the least senior employee.
- Step 10. If the employee cannot be placed within a position in their category of employment and grade by Step 9. Above, then the above Steps 4. Through 9. Shall be repeated in the next lower grade and then to subsequent lower grades until placed into a position or laid off.

Employees who have been given notice of layoff and are in the process of being placed shall be given up to twenty-four (24) hours to make a decision regarding their placement.

Section 6. In all placements under layoff and recall situations the employees must meet the requirements of the job description. However, in specialty units (CVICU, MIU, OR, ICU, ER, and L & D), if a staff mix level is inexperienced, as determined by the Vice-President of Patient Care Services, the parties agree to meet to discuss a mutually agreeable solution. Mutual agreement shall not be unreasonably withheld. When the least senior employee is bumped, they shall be placed as if they were originally subject to layoff as described above.

Section 7. If no vacancy exists, such employee targeted for layoff may elect a layoff instead of bumping a less senior employee without jeopardizing unemployment benefits, subject to New York State regulations and where the cost of unemployment to the Employer/Hospital would not differ.

Section 8. For employees who are laid off, payment for accrued PTO leave shall be made at the pay date next following the conclusion of the last severance payment.

Section 9. Employees on layoff shall not accrue seniority.

Section 10. Employees shall be considered for recall by seniority to vacancies, for which they possess the ability to perform the job, in accordance with Article 13, Filling of Vacant Positions. Full-time employees, at their option, may accept recall to a part-time position and remain on recall to a full-time position.

Part-time employees who are displaced shall be eligible for recall, during such period of recall under Section 13, until such time as they have been recalled to a position equal in FTE hours to the position from which they were originally displaced.

Section 11. Employees on layoff shall be entitled to two (2) weeks of severance pay. In the event an employee is recalled to work within the two (2) week severance period, severance pay shall be reduced by hours actually worked. Employees may continue to participate in the Employer's/Hospital's group life and group health insurance programs until the end of the month in which the layoff occurred and for an additional two (2) months with the employee paying only their share of the cost. After this point, employees may continue in the Employer/Hospital group life and group health insurance program but at their own expense.

Section 12. Recalls from layoff will be by certified mail to the employee's last known address on file with the Employer/Hospital. It shall be the employee's responsibility to ensure the Employer/Hospital has a current address. Any employee recalled must notify the Employer/Hospital of intent to return within three (3) working days after receipt of due certified notice unless prevented from doing so by verifiable illness or death in the family or current employment where notice is required, in which case the employee must report within fifteen (15) days of recall notice.

Section 13. Non-probationary employees who are laid off shall be subject to recall as follows:

- a. employees having less than one (1) year of seniority, shall have recall rights for a period of twelve (12) months; and
- b. employees having one (1) or more years of seniority, shall have recall rights for a period of twenty-four (24) months.

Section 14. An employee placed into a position through the layoff and recall process, whether by filling a vacant position or displacing another employee, will serve a job trial period as defined in Article 13, Filling of Vacant Positions, Section 8.

The placed employee shall have twenty-one (21) calendar days in which to decide whether to remain in the position. Should the employee choose not to remain in the position the employee will be placed back on layoff. The employee will be eligible for recall in accordance with this article shall not have additional bumping rights and will not be entitled to any severance payment.

Should the Employer/Hospital decide within the job trial period that the employee is not performing at satisfactory level, the employee will be placed through the layoff and recall process. The employee will be allowed one (1) additional bumping option if necessary.

## **Article 16 Parking**

Section 1. The Employer and the Union agree that the primary purpose of the parking ramp is to provide convenient access to the hospital for our employees and patients.

Section 2. The Employer shall provide a discount on ramp parking rates for employees covered by this Agreement which is as follows:

- a. full-time employees shall pay ten dollars (\$10.00) per pay period, not to exceed two-hundred and sixty dollars (\$260.00) per year.
- b. all other categories of employees are charged five dollars (\$5.00) per payroll period, not to exceed one-hundred and thirty dollars (\$130.00) per year.

Section 3. New employees hired for, or transferred to the day shift will be required to use the existing hospital shuttle to the South Legion Drive Knights of Columbus at no cost. For purposes of this article, the day shift includes those shifts that begin and end during times the shuttle is available.

Section 4. Contractors (including agency employees) who work on the day shift shall not be allowed to park in the employee nest section of the ramp.

Section 5. Any day shift employee who does not have parking ramp privileges, but wishes to be granted access shall be put on a waiting list. As day shift employees relinquish their parking ramp privileges, employees will be taken off of the waiting list and granted ramp access by seniority. For each one employee who relinquishes parking ramp privileges, one employee off the waiting list will be offered the opportunity to enroll in parking. There shall be a total of five hundred and thirty (530) bargaining unit day shift employees guaranteed parking privileges in the ramp. Should hospital or parking ramp renovations or construction require a temporary limitation on the ability to grant new access of the waitlist, the employer shall provide the Union with advanced notification.

Section 6. Upon request, the Employer will furnish the Union with the list of employees currently parking in the ramp, and those on the waiting list.

### **Article 17 Cafeteria Discounts**

The Employer/Hospital shall provide a discount to members of this bargaining unit that is twenty-five percent (25%) less than the posted price.

### **Article 18 On-Call and Work in Progress**

During the negotiations that resulted in this collective bargaining agreement, the Employer/Hospital and the Union agreed to contract language regarding on-call. The following attachment is the procedure(s) that will be followed in assigning employees to be on-call, as agreed to Article 10, On-Call Pay.

#### **A. Work In Progress:**

Work in progress is defined for the purposes of this Memorandum of Understanding as an employee being engaged in a surgical or non-surgical procedure, the care of a post-surgical patient or a post procedural patient at the scheduled end of the employee's shift. The following process will be followed to staff at the end of the employee's work shift:

- a. Every effort will be made to solicit volunteers from the available staff at work to stay to complete the care of the patient.
- b. If there are no volunteers, the individual on-call will be contacted and required to report to work or remain at work to perform the assignment. The time frame for work in progress will not exceed thirty (30) minutes if the individual on call is in the building when called. If the individual on call needs to be called from home, the timeframe for work in progress will not exceed forty-five (45) minutes.
- c. The scheduled employee may be required to remain at work until the individual on-call reports to work.

#### **B. On-Call Procedure: Operating Room**

Section 1. All Registered Nurses, upon completion of orientation, and with the approval of Staff Development and the Director of Perioperative Services are required to take a minimum of two (2) shifts of on-call per month subject to the procedures outlined below. Call shall be evenly distributed between

qualified staff. Per diem employees shall be required to share in the on-call responsibilities of the Operating Room with the understanding that the per diem employee shall not be required to take call more than four (4) times per calendar year. Weekend call will be from 10:45 pm Friday until 10:45 pm Sunday.

Section 2. Sign up for call:

- a. on a voluntary basis, any volunteer signing for a weekend call shift will not be required to take call another weekend shift that month;
- b. any work involving open-heart procedures will be covered by the open-heart team; including call for open-heart procedures;
- c. the scheduling employee or management will post a blank monthly on-call sign up calendar on the first weekday of the preceding month at 7:00 am (e.g., the March on-call sign up list will be posted the first weekday of February);
- d. employees who are not able to be physically present at the time of posting may give on-call preference to another peer to sign them up for call when the list is posted; employees may sign for two (2) on-call shifts up to and including the fifteenth (15<sup>th</sup>) of the month; after that, extra time may be signed for and no bumping will be allowed. No changes will be made in the schedule without the signatures of both parties involved.

Section 3. When taking call, if an employee is called into work and is on the posted schedule for the next morning, the following options will be available:

- a. report for duty up to a maximum of eight (8) hours after they punch out; or
- b. report to work at their scheduled time. The exception will be when an employee is called in only once during the period of an eight (8) hour on-call assignment within two (2) hours prior to the beginning of their shift.

Section 4. If an employee is unable to cover their on-call time on a posted schedule, it is their responsibility to get coverage. The only exceptions shall be a death in the family, workers' compensation leave, disability leave, and extenuating circumstances beyond their control. In these circumstances, the manager is responsible to find coverage for the call. The employee agreeing to cover call at that time will then assume all responsibility for that call. In the event an employee calls in for their scheduled shift and is on-call that day, the employee will indicate whether they are calling in for the on-call as well.

Section 5. In the event that there remain vacant shifts on the on-call list by the twentieth (20<sup>th</sup>) of the month, (i.e., February 20, for the March on-call sign up) call will be assigned according to the following guidelines:

- a. first to the employee or employees who have not fulfilled their commitment of two (2) shifts as in Section 1. Above;
- b. per diem employees shall be required to share in the on-call responsibilities in the operating room with the understanding that the per diem employee shall not be required to take call more than four (4) times per year;
- c. on-call vacancies will be assigned by rotation on an inverse seniority basis, designated by an (a) symbolizing "on-call assigned" on the posted schedule; when an employee is scheduled to work the 7:00 am-3:00 pm shift on a Saturday or Sunday they cannot be assigned on-call the preceding shift (11:00 pm-7:00 am).

Section 6. In the event that an employee calls in for a scheduled weekend shift, the on-call person will cover their shift and the secretary or management will call for volunteers to cover the on-call vacancy for emergency surgeries.

Section 7. If an employee signs for call on a particular shift and the schedule is then posted with the employee on a regular shift that day, it is the management's responsibility to replace the on-call shift.

In order to provide a complete record and maintain fairness among the employees, the following symbols will be used on the posted schedule:

- a. Assigned on-call (a);
- b. Down staffed (ds), which is defined as completing less than four (4) hours of the shift;
- c. Early out (eo), which is defined as completing four (4) or more hours of the shift.

These symbols will be placed beside the employee's name designating the status of their call if applicable.

Section 8.

- a. Each January all employees will choose one (1) holiday they wish to be on call. Choices will be granted by seniority. If no volunteers, the manager will assign on-call on a rotating inverse seniority basis. No employee shall be expected or be assigned to take the same call holiday two (2) years in a row.
- b. If there is an employee who cannot perform their call assignment (resignation, DBL, etc.) the call will be posted and volunteers awarded. If there are no volunteers, the manager may assign call to the least senior employee who does not have a holiday.

Section 9. If an employee is scheduled to work the eve or the day of a holiday, they shall not be assigned on-call for that holiday. Employees working the holiday have the option to request the day after a holiday off and shall be given preference to any other employee requesting off.

Section 10. If an employee is assigned to work during one holiday weekend shift that employee is not to be assigned another weekend holiday shift that year (i.e., if the employee is assigned to work the Saturday prior to Easter, that employee cannot be assigned the proceeding Saturday or Sunday when Monday is the Holiday such as Fourth of July, Memorial Day, etc.).

Section 11. When taking call, if an employee is called into work and is on the posted schedule for the next morning, that employee shall be considered first for early out/downstaffing considerations for that day.

Section 12. When a scheduled night shift is vacant due to a leave of absence or call off, on call may be offered to volunteers on a rotating basis starting with the most senior.

### **C. On Call Procedure: Post Anesthesia Care Unit**

Section 1. All Registered Nurses, upon completion of orientation, and with approval of Staff Development and Director of Perioperative Services, are required to take a minimum of two (2) shifts of on-call per month subject to the procedures outlined below. Call shall be evenly distributed among qualified staff. Weekend shift hours are defined as 7:00 am on Saturday to 7:00 am on Monday. Weekday shift hours are defined as 11:00 pm to 7:00 am Per diem employees shall be required to share in the on-call responsibilities in the Post Anesthesia Care Unit with the understanding that the per diem employee shall not be required to take call more than six (6) times per calendar year.

Section 2. When taking call, if an RN is called into work and is on the posted schedule for the next morning, the following options will be available:

- a. report for duty up to a maximum of ten (10) hours after they punch out; or
- b. report to work at their scheduled time with the option to be considered first for early out/downstaffing considerations for that day.

In each case the RN must inform the nurse manager by leaving a written notice at the nurse's station and inform the on-duty house supervisor.

Section 3. An employee who is scheduled for weekend call and is called into work may request to take one (1) shift off during the following week. This request may not be unreasonably denied. If the employee is denied time off during the week, the employee shall be considered first for other early out or late start options that week.

Section 4. For Saturday schedule, the 7:00 am to 7:00 pm on-call person will be used for morning cases. Then from 7:00 pm Saturday to 7:00 am Sunday, two (2) RNs will be on-call, then two (2) RNs will be on call for twenty-four (24) hours on Sunday. Weekday call is 11:00 pm to 7:00 am for two (2) RNs.

Section 5. Holiday call, will be scheduled as outlined below:

- a. Holiday call will be divided into twelve (12) hour shift assignments.
- b. A holiday commitment will be established for the nine (9) major holidays, defined as: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Christmas Eve and New Year's Eve.
- c. For scheduling purposes only, each employee will be assigned to one (1) of the following holiday rotations:
  - "A" Group- Christmas Eve, New Year's Day, Memorial Day;
  - "B" Group-New Year's Eve, Independence Day, Christmas Day;
  - "C" Group – Easter Sunday, Labor Day, Thanksgiving Day.
- d. New staff will take the holiday assignment of the employee they are replacing provided they are trained.
- e. If a holiday shift becomes vacant unexpectedly it will be filled by the assignment system. If the employee whose turn it is to be assigned is on vacation they will be excused and the next employee on the list will be assigned. The excused employee will take the next turn.
- f. Staff may trade holidays but will be credited for the holiday originally assigned.

Section 6. Per Diem employees will work one (1) holiday per year, and will be included in the twelve (12) hour holidays.

Section 7. Employees shall not be required to work more than one (1) Christmas Eve or New Year's Eve per year.

Section 8.

- a. In the event that staffing remains insufficient to cover the holidays, volunteers will be requested. If the staffing remains insufficient, it shall be provided from a seniority list, with the least senior employee being utilized first. Once the list has been rotated through, the process will then begin with the least senior employee.
- b. If an employee's regular on-call assignment falls during their vacation, the employee will attempt to switch or solicit volunteers to cover the shift (s). If there are no volunteers, then the manager will assign the on-call. The only exception to this will be holiday call. It is the employee's responsibility to cover their holiday obligation if they schedule their vacation at that time.

Rotation	Holiday	Shift (Day)	Shift (Night)
A	Christmas Eve	7:00 am – 7:00 pm	7:00 pm – 7:00 am
	New Year's Day	7:00 am – 7:00 pm	7:00 pm – 7:00 am
	Memorial Day	7:00 am – 7:00 pm	7:00 pm – 7:00 am
B	New Year's Eve	7:00 am – 7:00 pm	7:00 pm – 7:00 am
	Independence Day	7:00 am – 7:00 pm	7:00 pm – 7:00 am
	Christmas Day	7:00 am – 7:00 pm	7:00 pm – 7:00 am
C	Easter Sunday	7:00 am – 7:00 pm	7:00 pm – 7:00 am
	Labor Day	7:00 am – 7:00 pm	7:00 pm – 7:00 am
	Thanksgiving Day	7:00 am – 7:00 pm	7:00 pm – 7:00 am

Section 9. Assignment System for all Registered Nurses working in PACU:

- a. Separate lists will be kept for holiday call, night call and weekend call. All extra on-call assignments will be divided into twelve (12) hour shifts for holiday and weekend: 7:00 am – 7:00 pm, 7:00 pm -7:00 pm and 11:00 pm – 7:00 am for night call.
- b. Extra on-call will be assigned on a rotating basis.
- c. If an employee is unable to cover their call due to disability, workers' compensation or any other unexpected leave of absence, the manager will:
  - 1. ask for volunteers; and
  - 2. if there are no volunteers available, then the on-call assignment will be assigned starting with the least senior employee and rotating until all employees have taken their turn. A separate list will be kept for all extra on-call that was assigned.
- d. If an employee's regular on-call assignment falls during their vacation, the employee will attempt to switch or solicit volunteers to cover the shift(s). If there are no volunteers, then the manager will assign the on-call. The only exception to this will be holiday call. It is the



employee's responsibility to cover their holiday obligation if they schedule their vacation at that time.

- e. A per diem employee can be assigned to cover on-call if they have not met their call obligations inclusive of the holiday according to Article 20, Section 5, Per Diem. A per diem employee may voluntarily pick-up extra on-call at any time.

#### **D. On-Call Procedure: Labor and Delivery**

Section 1. The on-call procedure is not to be used to cover vacancies in a posted schedule or for call-ins. It is only to be utilized in situations where there is an increase in patient volume or acuity that justifies the individual on-call being called in.

Section 2. The following process will be utilized for the utilization of on-call:

- a. A calendar for on call will be posted with each new schedule
- b. Every RN, who has completed orientation, is obligated to cover twelve (12) hours of call per month. Per diem employees shall be required to share the on-call responsibilities in Labor and Delivery with the understanding that the per diem employee shall not be required to take call more than six (6) times per calendar year.
- c. The on-call obligation may be split into two (2) six (6) hour shifts per month.
- d. After the employees have voluntarily filled in their on-call obligation, on-call will become a part of the posted schedule.
- e. If there are vacancies remaining on the on-call signup sheet, management may assign employees who have not fulfilled their commitment.

If more than two (2) employees have not met their commitment, then assignment will be done by inverse seniority on a rotating basis.

#### **E. On-Call Procedure Invasive Interventional Services to include: Cardiac Catherization Lab/Neurology/Peripheral Vascular and Interventional Radiology.**

Section 1. In order to provide a complete record and maintain fairness among the employees, the following symbols will be used on the posted schedule:

- a. Assigned on-call (a);
- b. Downstaffed (ds), which is defined as completing less than four (4) hours of the shift;

Section 2. All Registered Nurses, upon completion of orientation and with the approval of the nurse manager, are required to take part on the on-call team subject to the procedures outlined below. Weekday shift hours are defined as 8:00 pm to 6:00 am Weekend shift hours are defined as 8:00 pm Friday to 6:00 am Monday. Per Diem employees shall not be required to assume on-call responsibility more than six (6) times per year.

Section 3. Sign Up for On Call:

- a. Weekend call will be evenly divided among employees taking call.



- b. Any call assignment will be made using the employees hired to work in each area (i.e., Catheterization Lab, Neurology, and Interventional). Cross trained employees may sign up on the needs list after completion of orientation.
- c. The scheduling of employees taking call will be made by management and will be posted on the schedule for each department at the time that the monthly schedule is posted.
- d. If there are open call shifts remaining, a needs list will be posted and employees may volunteer for extra call hours. Call will be assigned to volunteers. It will be first granted to employees who have less call hours until call time is approximately equal. Once those hours are approximately equal, seniority will be the deciding factor for any remaining hours.

Section 4. In the event an employee calls in on a scheduled on-call shift, management will ask for volunteers to cover that shift. If there are no volunteers, on-call will be assigned in inverse order of seniority on a rotating basis.

- a. A calendar for on-call will be posted with each new schedule.
- b. On-call may be split between two (2) or more RNs as long as on-call hours are covered accordingly.

Section 5. Holiday on-call shall be assigned to groups on a rotating basis. An RN will not work the same holiday the next year unless they volunteer to do so.

Section 6. When taking call, if an RN is called into work and is on the posted schedule for the next morning, the following options will be available:

- a. report to work at their scheduled time;
- b. report for duty up to eight (8) hours after they punch out.

In each case, the RN must inform the nurse manager by leaving a voice mail at the Mercy Interventional Unit.

Section 7. When taking call, if an RN is called into work and is on the posted schedule for the next morning, that employee shall be considered first for early out/downstaffing considerations for that day.

Section 8. An employee may be engaged in a case or the care of a post-intervention patient at the end of the employees scheduled shift. Volunteers will be asked to cover the case until the time the RN can complete their assignment and the lab can function with the remaining call team only.

Section 9. In the event that an RN is required to stay past the thirty (30) minute work in progress and there is no relief, the individual who is made to stay will be paid double time for all hours above their regularly scheduled shift.

Section 10. If an employee cannot take on-call on their assigned holiday due to an approved leave, volunteers will be sought as replacement. If there are no volunteers, replacements will be assigned in inverse order of seniority on the on-call list. If an employee does not want to work their on-call assignment, the employee must find their own replacement.

## **F. On-Call Procedure: Dialysis Unit**

Section 1. RN call shall be evenly distributed between qualified staff.

Section 2. On-call shall not be used to cover vacancies or for call-ins. It is only to be utilized in situations where an RN is needed to assist in the treatment of an unscheduled patient or when follow-up is required as part of the continuation of a procedure.

Section 3. In the event an employee calls in on a scheduled on-call shift, management will ask for volunteers to cover that shift. If there are no volunteers, on-call will be assigned in inverse order of seniority on a rotating basis:

- a. A calendar for on-call will be posted with each new schedule.
- b. On-call may be split between two (2) or more RNs as long as on-call hours are covered accordingly.

Section 4. When taking call, if an employee is called into work and is on the posted schedule for the next morning, the following options will be available:

- a. report for duty up to a maximum of eight (8) hours after they punch out; or
- b. report to work at their schedule time.

#### **G. On-Call Procedure: GI Cases**

Section 1. All Registered Nurses, excluding the designated charge nurse, upon completion of orientation, and with the approval of management, are required to be on-call for GI procedures, to be evenly distributed between qualified staff. The department regular hours of operation are 6:00 am-6:00 pm Monday through Friday. Weekday call hours are 5:00 pm to 6:00 am, weekend hours are 6:00 am-6:00 pm, and 6:00 pm-6:00 am. Holidays are 24-hour call, 6:00 am-6:00 am. These hours may be modified in the future if GI Unit circumstances change, and the modification is submitted to the union for review and agreed upon by both parties.

Section 2. Sign-up for On-Call:

- a. The scheduling employee or nurse manager will post a blank monthly on-call sign up calendar no later than six (6) weeks prior to the first day of that call month being posted.
- b. Starting with the most senior qualified full-time or part-time employee, they must choose up to two (2) on-call shifts for the first round. The employee signs off when their selection has been made. Selection continues according to seniority until all such qualified employees have had the opportunity to fill in their chosen shifts and signed off. Employees that are primarily trained in GI will fill in the "A" column first, unless they have a scheduled vacation. For weekend coverage, if there is not enough "A" shifts available for all the "A" nurses to complete their weekend requirement on the "A" side, employees will then be allowed to select "A" shift and one (1) "B" shift as long as all "A" shifts are selected at the end of weekend call selection. All other on call employees will fill in the "B" column. Volunteers will be asked to fill any vacant shifts. If vacant shifts remain, they will be offered first to the most senior employee rotating to the least senior employee and then to per diem employees.

This process shall proceed in a timely manner so as to complete the on-call calendar within four (4) weeks of its initial posting.

If the employee to be mandated is scheduled for vacation, they will not be assigned on the Saturday before the vacation week, during the vacation week, or on the Sunday after that vacation week. In this case, the employee will be skipped, and the next person on the list will be assigned to that shift. The skipped employee will then be assigned the next shift to be mandatorily filled.

[Employees who are not able to be physically present during on-call selection (ex.- on vacation) should make arrangements to have another employee put in their chosen shifts, as the rotation should not be held up waiting for an employee's return.]

An employee out of work on New York State disability, Workers' Compensation or leave of absence will not have the right to choose on-call shifts, nor will they be eligible for the mandatory rotation, until returned to full duty.

- c. Per diem employees shall be required to share in the on-call responsibilities in the procedure unit with the understanding that the per diem employee shall not be required to take call more than six (6) times per year and one (1) holiday per year.
- d. Holiday call will be assigned on a rotating basis, in inverse order of seniority, until the complete seniority list has been rotated through. No assigned employee shall be made to work the same holiday two years in a row. Primarily trained GI employees will fill the "A" column first. All other on call employees will fill in the "B" column.
- e. In the event that the employee calls in sick on a day scheduled to be on-call, it is the responsibility of the staff to provide a replacement. This may be filled voluntarily by another qualified staff member. If there are no volunteers, the shift will be mandatorily assigned, on a rotating basis, in inverse order of seniority, until the entire list has been rotated through. When notifying the mandated employee of on-call assignment, the nurse manager or designee must personally speak to the employee at the earliest opportunity to give as much advanced notice as possible.

Section 3. If on-call employee is called into work and is on the posted schedule for the next morning, the following options will be available;

- a. report to work at the scheduled time, or
- b. report for duty up to a maximum of eight (8) hours after the clock-out time, having left a voicemail message on the GI Unit office phone.

Section 4. An employee who is scheduled for Sunday call, and is called into work, may request to take one (1) shift off during the following week. This request may not be unreasonably denied. If the employee is denied time off during the week, that employee shall be considered first for other early-out or late-start options that week.

Section 5. On-call shift may be split between two or more qualified employees (preferably in blocks of four, eight or twelve hours) as long as on-call hours are covered accordingly, and the nurse manager and Patient Care Services supervisor have been made aware by documentation on the on-call calendar or by telephone.

Section 6. Employees on-call for a holiday have the option to request the day after the holiday off, and shall be given preference over any other employee requesting off.

Section 7. It is understood that the on-call staff is to be used for emergency procedures only.

## **H. On Call Procedures: Non-Invasive Cardiology**

Section 1. All RNs, upon completion of orientation and with the approval of the manager, are required to take part in the on-call team subject to the procedures outlined below. Call hours for Stress RNs are currently defined for holidays and weekends only. Call hours are between the hours of 7:00 am. To 3:00 pm. Per diem employees shall not be required to assume on-call responsibility more than six (6) times per year.

Section 2. In the event an employee calls in on a scheduled on-call shift, the manger will ask for a volunteer to cover the shift. If there is no volunteer, the on-call shift will be assigned in inverse order of seniority on a rotating basis.

Section 3. A calendar for weekend and holiday on-call will be posted in January each year for the following 12 month period. If an employee cannot work their on-call assignments, the employee must find their own replacement. On-call may be split between two (2) or more employees as long as all on-call hours are covered accordingly.

Section 4. If there are no volunteers to cover the holiday, it will be assigned by the manager on a rotating basis in inverse order of seniority until the complete list has been rotated through. Employees may volunteer for multiple holidays. An employee will not work the same holiday the next year unless they volunteer to do so.

Section 5. If an employee cannot take on-call on their assigned holiday due to an approved leave, volunteers will be sought as replacements. If there are no volunteers, replacements will be assigned in inverse order of seniority on the on-call list.

## **I. On Call Procedures: MIU**

Section 1. In order to provide a complete record and maintain fairness among the employees, the following symbols will be used on the posted schedule:

- a. Assigned on-call (a);
- b. Down staffed (ds), which is defined as completing less than four (4) hours of the shift;
- c. Early out (eo), which is defined as completing four (4) hours or more hours of the shift.

Section 2. All Registered Nurses upon completion of orientation and with the approval of the nurse manager are required to take part on the call as defined as Saturday 7:00 am – 3:00 pm.

Section 3. In the event an employee calls in on a scheduled on-call shift, management will ask for volunteers to cover the shift. If there are no volunteers, on-call will be assigned in inverse order of seniority on a rotating basis. A calendar for on-call will be posted with the schedule. A separate list will be kept for on-call that was assigned for both holiday and weekend.

Section 4. Holiday on-call will be posted for volunteers. If there are no volunteers, the employees will be assigned in inverse seniority on a rotating basis.

Section 5. Extra on-call will be assigned on the basis of hours. The RN with the least amount of call hours per scheduled period will be assigned the on-call.

Section 6. If an employee's regular on-call assignment falls during their vacation, the employee will attempt to switch or solicit volunteers to cover the shift(s). If there are no volunteers, then the manager will assign the on-call. The only exception to this will be holiday call. It is the employee's responsibility to cover their holiday obligation if they schedule their vacation at that time.

## **Article 19 Weekend Employees**

Section 1. A weekend employee is defined as one who is hired to work and is regularly scheduled to work every Saturday and Sunday or every Friday and Saturday night. Weekend employees will be required to work the same shift duration as the unit/department to which they are assigned.

Section 2. Employees hired to work in this capacity shall be paid in accordance with CT Article 58, Salaries.

Section 3. Weekend employees that work during the week will be compensated in accordance with the wage schedule contained in CT Article 58, Salaries based on the provisions of that article.

Section 4. Employees in this category of employment are eligible for shift differential in accordance with Article 9, Shift Differential and CT Article 58, Salaries.

Section 5. Weekend employees will be entitled to two (2) days of bereavement leave benefits pursuant to the requirements of CT Article 16, Bereavement Leave. In addition, an employee hired to work in this capacity shall be eligible for legally required benefits.

Section 6. Employees hired to work in this capacity shall be required to work every weekend. Employees in this category of employment shall be scheduled a maximum of ten (10) shifts off per calendar year without pay. Time off requests will be approved as follows:

- a. Requests for weekends off must be submitted to the manager by the 5th of the preceding month prior to the posting of the schedule.
- b. An employee's manager must approve requests for weekend days off.
- c. No more than two (2) weekend shifts may be scheduled off per year, during the week prior to President's Holiday week, the week prior to Easter, the week following Easter, Independence Day week, Thanksgiving week, and Christmas week. Weekend employees may take two (2) weekend days off in the period between June 1 and September 15. If no other employee has requested and has been approved for the time, the weekend employee may request the additional time off in the above referenced time frames.
- d. When there are requests from more than one (1) employee for the same time off, the employee with the highest seniority date, regardless of their category of employment, shall be given preference.

Section 7. Weekend employees will be required to attend mandatory in-service programs in accordance with Employer/Hospital policies and shall be paid for such time.

Section 8. Employees in this category of employment may volunteer to work additional shifts after employees have had their schedules determined, and as outlined in Article 5, Hours of Work. If an employee in this category works an extra shift(s) during a work week (Monday through Friday or Sunday through Thursday), they shall accrue PTO for those shifts up to a maximum of two (2) full shifts per year.

Section 9. Weekend employees will accrue seniority as per Article 12, Seniority.

Section 10. Employees in this category of employment will not be required to participate in the on-call rotation.

Section 11. Employees in this category of employment will be required to work holidays that fall on a weekend and will be compensated at the rate of one and one-half (1.5) times their rate for all hours worked on the holiday as defined in Article 11, Paid Time Off, Section 13.

Section 12. If a full-time, part-time or flexible employee transfers into a weekend position, the employee's accrued unused PTO will be paid within four (4) weeks from the date of transfer. Employees may also choose to leave two (2) shifts of PTO in their bank. These shifts will be paid out at base rate.

Section 13. Employees that transfer into a weekend position will have all accrued unused extended sick time frozen in their Extended Sick Leave Bank (ESLB) for the duration of their time as a weekend employee. If a weekend employee transfers into a full-time, part-time or flexible employee position their ESLB will be available for use as per CT Article 50, Extended Sick Leave.

Section 14. If a weekend employee is subject to layoff, they will be entitled to pursue a position in the bargaining unit in the weekend employee category of employment and in the sequence outlined in Article 15, Layoff and Recall. If the weekend employee category of employment is eliminated or if the least senior weekend employee is subject to layoff, the weekend employee shall be entitled to pursue a position in the bargaining unit in the part-time and flexible part-time categories of employment.

Section 15. Employees in this category of employment will be floated, resourced, and downstaffed in accordance with Article 7, Floating, Resourcing and Downstaffing.

Section 16. All the provisions of this Agreement shall apply unless otherwise specified in this article.

## **Article 20 Per Diem Employees**

Section 1. A per diem employee is one who works on a day-to-day, as needed basis, without a guarantee of set hours per week.

Section 2. Per diem employees will be required to attend mandatory in-service programs in accordance with Employer/Hospital policy and shall be paid for such time.

Section 3. A per diem employee can bid on full-time, part-time, weekend and flexible positions through the job bidding/posting process.

Section 4. A candidate for per diem status must have a minimum of one (1) year experience in the area they are hired for or must have completed six (6) months of employment as full-time employee or one (1) year as part-time employee. An outside candidate for per diem status must have a minimum of one (1) year experience in the area they are hired for. If there is a need for additional per diem employees in the department/unit, an employee may request that their status be converted to per diem. A change to per diem status requires two (2) weeks of advance notice and agreement by the department head. Agreement shall not be unreasonably denied.

Section 5. Scheduling for per diems shall proceed as follows:

- a. Per diems shall communicate with the appropriate manager(s) by the 5th of the preceding month to commit to their required shifts. A minimum of three (3) shifts per month including a minimum of two (2) weekend shifts, if needed, must be scheduled and worked in order

to maintain per diem status. In addition, per diem employees must work one of the following holidays: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day each calendar year.

- b. A per diem employee will not be permitted to work more than four (4) day shifts per month, except to cover absences, or any portion of absences which are related to disabilities, workers' compensation, leaves of absence, when the per diem employee is willing to accept the shift and hours of the employee who is on leave, or to cover a position for which the Hospital is actively recruiting. The other exception would be when adherence to this minimum would result in PTO denial to another employee.
- c. A per diem employee, shall work either the day shift, evening shift or night shift.

Section 6. An employee who is accepted into a per diem position must work the shift length scheduled in that department for all of their commitment days. An employee shall also indicate at the time of change to per diem status what unit(s) they are available for.

Section 7. Employees who change to per diem status shall remain in the salary grade and step they were in as a regular employee and shall advance on the wage progression scale as outlined in CT Article 58, Salaries.

Section 8. Per diem employees are not entitled to paid time off benefits. Employees who transfer to a per diem position shall not lose any paid time off prior to the transfer. The employee shall be paid all accrued, unused paid time off.

Section 9. A per diem employee who fails to meet the minimum monthly requirements or the holiday commitment as specified above, where opportunities have been offered, such employee shall receive a written notice of their failure to meet their commitment. Should a per diem employee again fail to meet their minimum monthly requirement within twelve (12) months of written notice, such per diem employee shall receive a written termination notice. Copies of written notice sent to per diem employees shall be furnished to the Union.

Section 10. Per diem employees may not be required to take charge responsibility but may do so voluntarily.

Section 11. Per diem employees will have seniority as defined in Article 12, Seniority.

Section 12. Per diem employees shall be required to share in the on-call responsibilities for their designated unit/department as outlined in Article 18, On-Call and Work in Progress.

Section 13. If a per diem employee is regularly scheduled to work fifteen (15) or more hours per week, for a period of six (6) months or more, the position will be converted to a regular position, with the category of employment equal to the hours worked per week. The only exceptions will be per diem employees who are working to cover leaves of absence, workers' compensation, disability or a position for which the Employer/Hospital is actively recruiting. This excludes any posted per diem position.

## **Article 21**

### **Employee Access to Union Representation**

Section 1. When an investigative interview of an employee by an Employer/Hospital representative is to be conducted, the employee is entitled to and shall be offered union representation during such



interview. The Union Representative shall be informed, prior to the start of the meeting, the nature of the interview.

Section 2. At any meeting between an employee and any representative(s) of the Employer/Hospital at which corrective action will be administered, union representation will be offered to the employee. The union will be advised in advance when corrective action will be administered at a scheduled meeting.

Section 3. With the exception of the administration of corrective action at the verbal counseling and verbal written warning levels for Attendance and Tardiness violations, no employee will sign a waiver of Union Representation and/or waive Union representation unless a Union representative witnesses the signature of said waiver or the employee's refusal to have a Union representative present. The Employer/Hospital must send corrective actions administered without a Union representative present to the Union.

Section 4. In order to facilitate access to Union representation, one (1) week prior to the first of the month, the Union will provide the Employer/Hospital with a schedule showing the availability of all Executive Board Members, Chief Stewards, and Stewards available each day of the month. This will include time which they work in the Union office. It is understood that on most Union representation issues, the Employer/Hospital will first contact the Local as soon as they are aware that an investigation or corrective action meeting needs to be scheduled. In the event the Local is unable to provide a representative on a timely basis, any available Union representative may be utilized.

## **Article 22 Temporary Employees**

Section 1. A temporary employee is an employee designated as such, hired for a specific job of limited duration not exceeding six (6) months. This period may be extended for up to another six (6) months by mutual agreement of the Employer/Hospital and the Union.

Section 2. Temporary employees will not be utilized to do bargaining unit work which can be performed by available qualified laid off employees.

Section 3. If a temporary employee is selected to fill a position, the employee's original date of hire will be maintained, but the employee's probationary period will begin on the date they begin work in the position.

Section 4. If the Employer/Hospital desires to permanently fill a position that has been filled by a temporary employee, the position shall be filled through the normal process as outlined in Article 13, Filling of Vacant Positions.

## **Article 23 Call-in Pay**

Employees who are not on-call and are not on the schedule to work may be contacted and requested to work. Any employee who reports to work shall be paid a minimum of three (3) hours pay at straight time or for all time actually worked, whichever is greater. All hours actually worked shall be considered as time worked for the purposes of computing overtime pay.



## **Article 24 Extended Shifts**

Section 1. Extended shifts shall be defined as those shifts that are more than the regularly scheduled eight (8) hour shift, inclusive of the thirty (30) minute unpaid meal period.

Section 2. Employees working extended shifts must take all paid time off benefits in amounts equal to their regular extended shifts.

Section 3. Scheduled weekend work shall be evenly divided among employees assigned to a department or unit. Each department/unit will have the option of determining weekend scheduling preference no later than October 15 of each year for the following calendar year. Options will include:

- a. for shifts up to ten (10) hours:
  1. not being required to work more than twenty-six (26) weekends (consecutive days) space per calendar year; or
  2. shall not be required to work more than every other weekend;
- b. for shifts greater than ten (10) hours:
  1. not being required to work more than eighteen (18) weekends (consecutive days) per calendar year; or
  2. shall not be required to work more than every third weekend.

Employees may work more than the above on a voluntary basis.

Any employee who accepts a position on another unit must adhere to the weekend work schedule of that unit regardless of the number of previous weekends worked prior to the effective start date on the new unit.

Section 4. A manager will not schedule an employee for more than two (2) consecutive days unless voluntarily requested, exclusive of on-call requirements.

Section 5. A holiday commitment shall be established for the nine (9) major holidays defined as: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Christmas Eve and New Year's Eve.

- a. The holidays and/or shifts referenced below shall be paid at the rate of time and one-half (1.5) the employee's base rate for all hours worked:
  1. Christmas Eve from 7:00 am on 12/24 through 7:00 am on 12/25;
  2. Christmas Day from 6:00 am on 12/25 through 7:00 am on 12/26;
  3. New Year's Eve from 7:00 am on 12/31 through 7:00 am on 1/1;
  4. New Year's Day from 6:00 am on 1/1 through 7:00 am on 1/2;
  5. Easter Sunday from 6:00 am through 7:00 am the next day;
  6. Memorial Day from 6:00 am through 7:00 am the next day;
  7. Independence Day from 6:00 am on 7/4 through 7:00 am on 7/5;
  8. Labor Day from 6:00 am through 7:00 am the next day; and
  9. Thanksgiving Day from 6:00 am through 7:00 am the next day.
- b. For scheduling purposes only, each employee will be assigned to one (1) of the following holiday rotations:

1. "A" weekend/holiday rotation - New Year's Eve, Christmas Day, and Memorial Day;
2. "B" weekend/holiday rotation - Christmas Eve, New Year's Day, and Independence Day; or
3. "C" weekend/holiday rotation - Easter Sunday, Labor Day, and Thanksgiving Day.

Any employee may volunteer to work more than two (2) holidays.

- c. Employees shall not be required to work more than one of Christmas and/or New Year's Eve per year. Assignments to work these days shall be made on a rotating basis as needed to meet staffing requirements.
- d. In the event that staffing remains insufficient for holiday coverage, volunteers will be requested. If the staffing remains insufficient, it shall be provided from a seniority list with the least senior employee being utilized first. Once the list has been rotated through, the process will then begin again with the least senior employee.
- e. Switching of shifts or partial shifts between employees may occur after the schedule is posted with the manager's approval. Written requests must have the signature of the affected employees. The initially scheduled holiday shall be considered the holiday commitment.

Section 6. Employees occupying a position comprised of twelve (12) hour shifts exclusive of a one-half (.5) hour unpaid meal period may address the reduced hours in one of the three (3) following ways:

- a. The employee may utilize available PTO for the reduced hours on a pay period basis. This use would be an exception to Article 11, Paid Time Off, Section 9I.
- b. The employee may choose to work an extra shift to compensate for the lost time by picking up extra hours from the needs list.
- c. The employee may choose not to be compensated for the time.

Section 7. An employee assigned to an extended shift as of June 4, 1998 shall not have their extended shift involuntarily modified or discontinued for the purpose of creating a non-extended shift for the duration of this Agreement, so long as the same individual occupies the position.

Section 8. All provisions of this Agreement shall apply unless specified in this article.

### **Article 25 Uniform Policy**

Section 1. The Employer/Hospital shall maintain a Uniform Policy

Section 2. Should either party desire to modify the existing Uniform Policy, such party shall notify the other party of its desire to negotiate modifications to the existing Uniform Policy.

### **Article 26 Scrub Apparel**

Section 1. The Employer will continue to provide scrub apparel for employees working in the following units/departments.

- a. Operating Room (including Sterile Processing and the Decontamination Room)
- b. Post Anesthesia Care Unit
- c. Invasive Interventional Services to include Cardiac Catheterization and Peripheral Neuro/Intervention
- d. Electrophysiology Laboratory
- e. Labor & Delivery
- f. MIU

Section 2. Employees that are required to wear Employer provided scrubs will be provided five (5) minutes paid time at the beginning and end of each shift for the purpose of changing into their scrub apparel.

## **Memorandum of Understanding 1 Nursing Education**

Mercy Hospital is committed to adding additional nursing education opportunities and resources, including providing two (2) additional educator positions assigned to Mercy Hospital. For this to be successful, the nurses are committed to attending education classes when scheduled.

## **Memorandum of Understanding 2 ECMO On-Call**

The CVICU/ECMO Program is an RN driven program that requires significant leadership and collaboration of the RNs in order to be successful. The parties are committed to the success of the program as well as the best possible care for the patients. Based on those principles, the parties agree to the following:

### Section 1. Requirements for On-Call

- a. All RNs currently taking ECMO on-call shall continue to participate in the program. RNs hired prior to the start of the ECMO program and who are not taking on-call shall not be required to take on-call, unless they volunteer.
- b. All RNs hired since the start of the ECMO program shall be advised that on-call shall be a condition of employment. New hires shall be assigned a mentor and shall evaluate the appropriate time to begin training on ECMO in consultation with management.

Section 2. Day shift hours for weekdays, weekends, and holidays are defined as 6:30 am to 6:45 pm. Night shift hours for weekdays, weekends, and holidays are defined as 6:30 pm to 6:45 am. Per diem employees shall not be required to assume on-call responsibility more than six (6) times per year.

Section 3. The ECMO Specialist will not be required to watch more than two (2) circuits at any given time based on acuity.

Section 4. The ECMO Specialist will not be required to take call on vacation or any approved PTO days.

Section 5. In the event an employee calls in on a scheduled on-call shift, they will reach out to the team of ECMO Specialists to ask for volunteers to cover that shift. If there are no volunteers, on-call will be assigned in inverse order of seniority on a rotating basis of qualified ECMO trained RNs.

- a. A calendar for on-call will be posted with each new schedule.
- b. On-call may be split between two (2) or more RNs as long as on-call hours are covered accordingly.

Section 6. Each October, all employees will choose one (1) holiday they wish to be on-call for the upcoming year. Choices will be granted by seniority. If there are no volunteers, the manager will assign on-call on a rotating basis in inverse order of seniority. No employee will be expected to take on-call on the same holidays, two (2) years in a row,

Section 7. RNs on call shall only be called in for the pump, they will not be included in the staffing grid. They shall not have the care of the patient.

Section 8. If an employee cannot take call on their chosen holiday due to an approved leave, volunteers will be sought as replacement. If there are no volunteers, replacements will be assigned in inverse order of seniority on a rotating basis from the on-call list. If an employee does not want to work their on-call assignment, the employee must find their own replacement.

Section 9. Pay for all hours on call shall be per Article 10, On Call.

Section 10. The parties agree to establish an ECMO Committee following ratification of the agreement.

**MERCY HOSPITAL OF BUFFALO  
SERVICE, TECHNICAL AND CLERICAL**

## **Article 1 Recognition**

Section 1. The Employer/Hospital hereby recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees in the collective bargaining unit certified by the National Labor Relations Board in Case No. 3-RC-9777 and Case No. 3-RC-11203.

### UNIT

Included: All non-professional employees as defined in the Board's Rules and Regulations, including all technical, and business office clerical and parking attendant employees employed by the Employer at its 565 Abbott Road, Buffalo; 515 Abbott Road, Buffalo; Mercy Ambulatory Care Center, 3669 Southwestern Boulevard, Orchard Park; Western New York Medical Park, 550 Orchard Park Road, West Seneca; East Aurora Diagnostic Center, 94 Olean Street, East Aurora; Mercy Comprehensive Care Center, 397 Louisiana Street, Buffalo; and Long Term Home Health Care Program at 55 Melroy Street, Lackawanna facilities.

Excluded: All professional employees, all Registered Nurses, all employees covered by a collective bargaining agreement, all managerial employees, all supervisors, all confidential employees, guards, and all statutory exclusions as defined by the Act.

Section 2. The Employer/Hospital shall provide the Union on a bi-weekly basis a list of all newly hired employees and additions to the bargaining unit, a list of employees who have changed category, shift or status, a list of terminations and deletions from the bargaining unit, a list of name, address, and telephone number changes and an alphabetical bargaining unit list with social security numbers.

## **Article 2 Union Representation**

Section 1. The Union may select from employees in the bargaining unit Union stewards for the purpose of handling grievances or for any other legitimate Union business. Union officers, Executive Board members and chief stewards shall be considered to be stewards for the Union.

Section 2. The Union shall furnish the Employer/Hospital with a list of designated Union stewards inclusive of name, work area and shift on an annual basis. The Union will then give written notice to the Employer/Hospital of any change in stewards as they occur.

Section 3. Stewards shall restrict their activities to the handling of grievances and other legitimate Union business. In this connection, stewards shall be provided a reasonable amount of time. Such time shall be without pay and shall be reflected on the employee's time card.

Section 4. The following represents examples for which Union business will be paid by the Employer/Hospital:

- a. time spent in meetings mutually agreed upon between the Union and the Employer/Hospital;
- b. time spent in processing grievances;
- c. time spent in grievance meetings or arbitration hearings where the steward's presence is required by the Union;
- d. time spent in representing employees at corrective action investigations and/or meetings;

- e. time spent in the preparation for and/or conduct of negotiations between the Union and the Employer/Hospital for a successor to this Agreement.

Section 5. Such paid time shall be dealt with in a bank of “non-productive” time available to the Union for the purposes set forth above and shall be administered by the Union. In all cases, the time shall be arranged by reasonable prior notice, and accounted for through the appropriate time recording system, and shall not exceed the dollar amount outlined in Section 6. below, except that the amounts do not preclude the payment of any additional sums, as determined in the discretion of the Employer/Hospital President for the payment of time spent by Union stewards and/or officers meeting with the Employer/Hospital at mutually agreed upon times for matters of mutual interest.

Section 6. The Union business fund shall be non-cumulative and is available as a joint pool of dollars for the Registered Nurse (RN) and the Service, Technical and Clerical (STC) bargaining units. The amount of the Union business fund shall be one hundred and seventy-five thousand dollars (\$175,000.00) per contract year.

The parties are encouraged to resolve any disputes resulting from the administration of the fund outlined in Sections 4., 5., and 6. above. Where any such resolution is not possible, the matter shall be referred to a joint committee of six (6) members (three [3] Union and three [3] Employer/Hospital) who shall convene upon notice by either party for the purpose of resolving the dispute. The decision of the committee shall be binding upon all parties involved.

Section 7. The Union stewards shall obtain the approval of their supervisors where appropriate before attending to grievance matters or other legitimate Union business. Such approval shall not be unreasonably withheld.

Section 8. Local Union Officers and Executive Board members shall be granted unpaid time as outlined below to perform the duties of their offices:

- a. Union President up to eight (8) days per pay period;
- b. Union Vice-President and Secretary/Treasurer up to seven (7) days per pay period; and
- c. Executive Board members, up to five (5) days per board member per pay period, non-cumulative, is available as a joint pool to represent both the registered nurse and the service, technical and clerical bargaining units each contract year.

The local Union shall provide notice of such time off prior to the posting of the schedule for the date(s) requested. Should notice not be provided prior to the posting of the schedule it will be the responsibility of the Union to obtain a replacement for the individual. The replacement may not result in an overtime situation unless approval is obtained from the appropriate manager.

Section 9. The Employer/Hospital may create vacant regular positions for the hours scheduled off for the Executive Board member. The Union shall provide the Employer/Hospital at least thirty (30) calendar days' notice of such return.

However, if such Local Union Officers and Executive Board members are granted unpaid time for grievance handling or processing, they shall be paid out of the Union business fund as provided for in Sections 4., 5. and 6. above.

Section 10. Employees who are elected or appointed to a bargaining committee, for the purpose of negotiating a successor to this Agreement, will be excused from work for contract negotiations and Union bargaining caucus.



Section 11. Employees who are elected or appointed to positions within or on behalf of the Union shall be granted a total of ninety (90) unpaid days under the same conditions as outlined in Section 8. above. Any employee that is excused from work for Union business will maintain their category of employment and will not lose any benefits provided for in this Agreement, including those provided for under the retirement plan. The cumulative amount of time for the bargaining units to be provided under this section shall not exceed five hundred (500) days in any given contract year.

Section 12. The Employer/Hospital will provide Union representatives thirty (30) minutes of time to meet with new employees covered by this Agreement during the initial week of employment at a time and location to be determined by the Employer/Hospital.

Section 13. Any members that are excused from work for Union business under this Article of this collective bargaining agreement, will not experience any loss in seniority, category of employment, wages, grade/step, pension or any other benefits related to Union business.

By no later than February 1<sup>st</sup>, the Union will provide the Employer/Hospital with an excel spreadsheet showing the prior year's actual hours worked and wages paid as union time. If the employee's earnings from the Union are equal to or greater than the total of the employee's excused hours multiplied by the employee's hourly rate, then the total of the excused hours multiplied by the hourly rate will be used, combined with W-2 earnings from Mercy Hospital, to get total earnings for pension accrual. Catholic Health will return a copy of the actuarial report that includes dollar amounts credited to each individual as well as the pension dollar amount credited. This report will be sent to CWA Local 1133 by May 15th of each year.

If circumstances exist, where an officer or Executive Board member is replaced, either temporarily or permanently, with another Union representative, the Union shall notify the Director of Human Resources. Arrangements shall be determined between the parties to allow the member who replaces an officer or Executive Board member to ensure that there will be no reduction in benefit accrual.

Any Union representative that is requested to participate in a joint Employer/Union committee, will receive time off from work and pay to attend such meetings

### **Article 3 Flexible Employees**

Section 1. A flexible employee is one who is hired to work full-time or part-time hours and will be considered full-time or part-time for the purposes of benefit calculation. Flexible employees respond to variations in work load created by decreases in census and/or acuity.

Section 2. DEFINITIONS:

- a. A flexible full-time employee is defined as an individual regularly scheduled to work thirty-seven and one-half (37.5) hours per week, who receives benefits for their scheduled hours of work. A flexible full-time employee will not be flexed down below thirty-four and one-half (34.5) hours per pay period.
- b. A flexible part-time employee is defined as an individual regularly scheduled to work less than thirty-seven and one-half (37.5) hours per week, who receives benefits for their scheduled hours of work. Flexible part-time employees will not be flexed down below fifteen (15) hours per pay period.

Section 3. If staffing levels exceed work load requirements as determined by an appropriate manager and downstaffing language has been exhausted, flexible employees will be canceled or reassigned, as deemed appropriate. Flexible employees will be given priority for work over per diem employees.

Section 4. Flexible employees may be used to cover both full and partial shifts. Flexible employees may be assigned to a clinical unit/department for less than an entire shift.

Section 5. When an appropriate manager determines that a clinical unit/department has an excess of flexible personnel, the appropriate management staff will be notified to determine if there is an opportunity for an alternative assignment. If there is no alternate assignment, the flexible employee will be notified by the appropriate manager of the shift cancellation. Reasonable effort will be made to contact the flexible employee prior to the start of their scheduled shift.

Section 6. An individual may be placed into a full-time position which combines a part-time vacancy and a flexible part-time vacancy through the layoff and recall procedure or through the job posting procedure. Should an employee hold such a position, the individual will be eligible for full-time benefits. The number of such positions will be determined by management.

Section 7. The number of flexible employees will not exceed six percent (6%) of the STC Bargaining Unit.

Section 8. All provisions of this Agreement shall apply unless otherwise specified in this article.

#### **Article 4 Hours of Work**

Section 1. The work week for all employees covered by this Agreement will begin on Sunday morning at 12:01 am after Saturday midnight, and ends the following Saturday at midnight.

Section 2. The regular work shifts shall be:

- a. The regular work shifts for employees working thirteen (13) hour shifts, including the thirty (30) minute unpaid meal period will be:
  1. Day Shift: Majority of hours worked between 6:00 am and 7:00 pm;
  2. Evening Shift: Majority of hours worked between 10:30 am and 11:00 pm;
  3. Night Shift: Majority of hours worked between 6:00 pm and 7:00 am.
- b. The regular work shifts for employees working twelve (12) hour shifts, including the thirty (30) minute unpaid meal period will be:
  1. Day Shift: Majority of hours worked between 6:30 am and 7:00 pm;
  2. Evening Shift: Majority of hours worked between 10:30 am and 11:00 pm;
  3. Night Shift: Majority of hours worked between 6:30 pm and 7:00 am.
- c. The regular work shifts for employees working ten (10) hour shifts, including the thirty (30) minute unpaid meal period will be:
  1. Day Shift: Majority of hours worked between 7:00 am and 5:00 pm;
  2. Evening Shift: Majority of hours worked between 1:00 pm and 11:00 pm;
  3. Night Shift: Majority of hours worked between 10:00 pm and 8:00 am.

- d. The regular work shifts for employees working eight (8) hour shifts, including the thirty (30) minute unpaid meal period shall be:
  1. Day Shift: Majority of hours worked between 7:00 am and 3:00 pm;
  2. Evening Shift: Majority of hours worked between 3:00 pm and 11:00 pm;
  3. Night Shift: Majority of hours worked between 11:00 pm and 7:00 am.

The Employer/Hospital reserves the right to determine the hours of work for any vacant position.

Section 3. Due to the nature of the work performed by the Employer/Hospital as an institution which provides around the clock care of patients, all work schedules will be established in the best interest of meeting patient care needs. It is understood that as department needs change, the work schedules may also change.

Section 4. Should it become necessary to make a change in the work days or hours of an occupied position(s), including the establishment of varying starting and ending times, the Employer/Hospital will request volunteers from within the job classification and department/clinical unit affected. If there are insufficient volunteers, then the position(s) occupied by the least senior employee(s) shall be designated for the change. The Employer/Hospital will provide at least thirty (30) calendar days' notice to the affected employee(s) and to the Union prior to the implementation date.

- a. If the change in hours varies by one (1) hour or less and if the employee(s) chooses not to accept the position, then the employee(s) shall be processed according to the layoff and recall procedure, except that they shall not be allowed to bump.
- b. If the change in hours varies by more than one (1) hour and the employee(s) chooses not to accept the position, the employee(s) shall be placed according to the layoff and recall procedure.

It is further agreed that should an individual employee's hours be changed in accordance with the preceding paragraph, such employee will not be subject to another change in hours for a twelve (12) month period from the actual date of movement into the changed hours. Nothing in this section is to be construed to limit the rights of the Employer/ Hospital provided in CT Article 25, Management Rights, of this Agreement.

Section 5. Should it become necessary to make a change in the hours of operation in any clinical unit or department, the Employer/Hospital will produce a suggested change in writing at least thirty (30) calendar days prior to its proposed implementation and give the Union an opportunity to write and present a proposal within seven (7) calendar days for discussion regarding the change prior to the date of implementation. If the Employer/Hospital decides to move forward with the change in the hours of operation, the Union has the right to negotiate the effect of such change on the bargaining unit employees.

Section 6. The responsibility for scheduling of employees rests with the supervisor and department head. Notice of work schedules shall be given to employees at least two (2) weeks but no more than one (1) month in advance of the time reflected on the schedule and will cover a minimum two (2) week period. Work schedules may not be changed without the knowledge and agreement of the responsible supervisor and the affected employee.

Section 7. An employee may request to have their regular scheduled day off routinely scheduled for a specified period of time under specific circumstances (e.g., attending school every Tuesday for a ten [10] week period). Such routine time requests shall be made at least two (2) weeks prior to the posting of the time schedule. The approval or denial of these routine requests shall be communicated to the employee within one (1) week of receipt of the request by the manager. Such requests shall not be unreasonably

denied. A full-time employee may request and shall receive either the Friday before or the Monday after a scheduled weekend of work as a day off. The employee's preference will be honored if possible.

Section 8. An employee may make a special request to have their regular day off scheduled on a specific day for a particular special occasion (e.g., child's college graduation or wedding). Such special requests for a regular day off shall be made at least two (2) weeks prior to the posting of the time schedule. The approval or denial of these special requests shall be communicated to the employee within one (1) week of receipt of the request by the manager. Such requests shall not be unreasonably denied.

Section 9. Any employee desiring to schedule a day off during the period of the posted schedule must find a qualified employee replacement. Such request must be in writing and may be approved by the appropriate manager. Employees may be required to submit such requests electronically through the Kronos Scheduler. Such requests shall not be unreasonably denied. The employee desiring the time off must utilize available PTO hours for the absence, only if those hours fall below their budgeted hours for that week. It is agreed and understood that the employee who has agreed to work to allow the other employee to have off a scheduled day cannot cancel this extra shift.

An employee may switch/trade scheduled shifts on an equal basis with another qualified employee with approval from the appropriate manager. A per diem employee who agrees to work for another employee as provided in this section shall not have that shift counted toward meeting their minimum work requirement as specified in Article 18, Section 5, Per Diem Employees.

Section 10. Flexible work plans involving one or more individuals or extended shift arrangements (e.g., ten [10] or twelve [12] hours) involving individuals in a specific clinical unit/department may be adopted or discontinued by the Employer/Hospital. The Employer/Hospital shall provide the Union with forty-five (45) calendar days' notice of such adoption or discontinuance. The terms and conditions relative to such plans that are adopted shall be in accordance with Article 24, Extended Shifts. The Employer/Hospital and the Union agree to negotiate with regards to the impact of the Employer/Hospital's decision to discontinue extended shifts of one or more employees. Such negotiations shall not delay the implementation of the Employer's/Hospital's decision.

Section 11. Scheduled weekend work shall be evenly divided among employees assigned to a department/unit. Each department/unit will have the option of determining weekend scheduling preference no later than October 15th of each year for the following calendar year. Options will include:

- a. not being required to work more than twenty-six (26) weekends (consecutive days) per calendar year; or
- b. shall be entitled to at least every other weekend off.

Any employee who accepts a position on another department/unit must adhere to the weekend work schedule of that department/unit regardless of the number of previous weekends worked prior to the effective start date on the new department/unit.

Section 12. If an employee is absent, on any scheduled weekend shift of work, they will be required to make up the missed weekend duty according to the staffing needs of the unit or department unless:

- a. the employee, in accordance with established practice, is not scheduled to work weekend duty for which the employee would otherwise be scheduled to work because the employee is taking vacation week(s) immediately prior to or following such weekend duty. It is understood by the parties that employees shall be off the weekend immediately prior to the start of their vacation and the weekend immediately following a vacation, if requested by the employee;

- b. the employee is on bereavement leave and the missed weekend duty occurs during such leave;
- c. the employee is on disability or workers' compensation in excess of seven (7) consecutive days;
- d. the employee is not needed according to the staffing requirements of the unit within the next twelve (12) consecutive weekends following the missed weekend;
- e. the employee is hired for a specific weekend requirement or has requested and is regularly scheduled to work weekends;
- f. the employee is scheduled off due to a major holiday on what would have normally been a scheduled Sunday to work.
- g. the employee is on continuous FMLA and the missed weekend duty occurs during such leave. Any employee with intermittent FMLA leave may be required to make up the weekend.

Section 13. Weekend coverage in the operating room shall be done on a voluntary basis. If there are no volunteers, then the weekend will be assigned on a rotating basis according to inverse seniority. Any employees regularly working weekends shall be exempt from weekend rotation.

Section 14. Should the Employer/Hospital decide to require positions that do not currently have a weekend commitment to work weekends, the Employer/Hospital will provide thirty (30) calendar days' notice to the affected employee(s) and to the Union prior to the implementation date, if the position is occupied. The weekend commitment for these employee(s) shall be governed by the applicable terms of this Agreement.

Section 15. Any employee who has agreed to work an additional consecutive shift may request her/his next scheduled shift off if such shift begins less than ten (10) hours from completion of the additional consecutive shift. Such request may not be unreasonably denied.

Section 16. Employees shall not be scheduled for a shift beginning less than ten (10) hours from the end of their last scheduled shift except on a voluntary basis.

Section 17. Meal and rest period will be scheduled as follows:

- a. employees working more than six (6) consecutive hours in a normal work day shall be entitled to a thirty (30) minute unpaid meal period. The meal period shall not be counted as time worked, and if necessary, the Employer/Hospital shall provide for relief from work duties during such time;
- b. employees working at least five (5) or more consecutive hours in a normal work day shall be entitled to a twenty (20) minute rest period;
- c. specific assignments of meal periods and rest periods shall be made by the immediate supervisor;
- d. employees working a twelve (12) hour shift in a normal work day, shall be entitled to one twenty (20) minute and one fifteen (15) minute rest period;
- e. Employees who are required to carry a phone and respond to calls during their meal period shall hand off their phone as per current practice in the unit/department. Any issues related to handoff will be placed on the STC Workload & Staffing agenda. Employees who are required to carry a rover are to put themselves "On Break" via their Rover during their meal period or break.

- f. It is understood that all employees are expected to take their required meal period. In the event of an emergent situation making this impossible, the employee shall be paid for their meal period as time worked.
- g. Night shift employees scheduled to work on the switchboard will continue to work and be paid for a regular work shift of eight (8) hours, inclusive of a thirty (30) minute paid meal period. The existing night shift employees shall receive a cold box meal as provided by Employer/Hospital.

Section 18. Employees shall record their time worked on an automated system designated by the Employer/Hospital. Employees shall be paid for all time worked.

Section 19. Employees scheduled for an extra shift may be canceled upon notice of two (2) hours prior to the start of the agreed upon shift (ninety [90] minutes for day shift employees). If less than two (2) hours (ninety [90] minutes for day shift employees) notice is provided, the shift may be canceled and the affected employee is to be compensated the equivalent of two (2) hours pay at the employee's base rate. Such time will not be considered as time worked for the computation of overtime.

Section 20. An employee may be requested to work an extra shift during the period of the posted schedule with short notice. When an employee is requested to work an extra shift for the subsequent day and verbally agrees to work, such employee may cancel the extra shift not later than two (2) hours prior to the start of the agreed upon shift (ninety [90] minutes for day shift employees). Such cancellation must be made by verbal notification to the employee's respective department.

Section 21. It is agreed to and understood by the parties that extra available shifts will be distributed to qualified employees in the following way:

- a. A needs list with all extra available shifts will be included with the posting of the schedule and will remain posted for seven (7) days.
- b. All department per diem employees who have not met their monthly commitment will be considered first.
- c. All part-time and full-time employees for whom the extra hours will not amount to overtime shall be considered next.
- d. All department weekend employees for whom the extra hours will not amount to overtime will be considered next.
- e. All qualified part-time, full-time and weekend employees who work outside of the department for whom the extra hours will not amount to overtime, will be considered next.
- f. All department per diem employees for whom the extra hours will not amount to overtime will be considered next.
- g. If vacant shifts still remain, full-time employees will be considered next and will not be denied.
- h. Posted extra time will be distributed evenly on a rotating basis, by pay period, beginning with the most senior qualified employee, in accordance with the above steps.
- i. An employee who agrees to work an extra shift and cancels such extra shift on two (2) occasions within ninety (90) calendar days, shall be precluded from working any extra shifts for a period of six (6) pay periods starting with the pay period beginning after the second cancellation



- j. If the employee or the Hospital/Employer cancels an extra shift, PTO will not be paid unless the employee requests.

## **Article 5 Shift Rotation**

Section 1. Employees on the first shift who were hired with a requirement for rotation, hold their positions subject to being rotated to cover vacancies on the second and third shifts (Patient Care Services). Such rotation shall be on an inverse seniority basis from among qualified employees in the same clinical units. No employee shall be rotated to more than two (2) different shifts (not days) per pay period. Shift rotation shall occur after reasonable alternatives have been considered. Employees holding regular positions on the second and third shifts shall not rotate.

Section 2. The following are guidelines for scheduling employees to shift rotation:

- a. to fill posted but unfilled vacancies for which the Employer/Hospital is actively recruiting;
- b. to replace an employee who is on unanticipated disability or leave due to workers' compensation.

Employees shall rotate shifts only after all other alternatives have been exhausted, such as use of per diems or offering extra time to part-time employees.

Section 3. Employees with ten (10) to fifteen (15) years of seniority shall not be required to rotate to more than two shifts: first and second shift or first and third shift. Such employees will be permanently assigned to either the first and second or first and third shift combination based upon seniority and available shift work.

Section 4. Employees with fifteen (15) years of service shall not be required to rotate except on a voluntary basis.

## **Article 6 Floating, Resourcing and Downstaffing**

Section 1. The Employer/Hospital and the Union recognize the need for a system to temporarily downsize the staff if the census/workload drops in a unit/department where members covered by this Agreement are employed. If it becomes necessary to temporarily reduce the number of employees in a particular department or unit, the reduction will be completed as follows:

- A. Floating: The Employer/Hospital will establish appropriate float pools for each shift to provide coverage for nursing units. The following floating procedures are applicable:
  - 1. LPNs will float within medical/surgical units, the MRU and MNF.
  - 2. Nurse Assistants and Immediate Treatment Assistants will float to any nursing unit or the MRU.
  - 3. Unit Clerks may float to any unit except the Emergency Department.
  - 4. In MNF, LPNs may be required to take Charge.

5. Employees who must float may be assigned to a clinical unit/department for less than an entire shift. An employee may be floated once during their scheduled shift.
6. The Employer/Hospital shall provide for adequate coverage for the home unit prior to assigning an employee to float.
7. Employees shall be assigned to float on a rotating basis if there are no volunteers.
8. An employee shall not be required to accept an assignment that would require that employee to perform work they have not been oriented to or approved to perform or for which they are not credentialed.
9. It is understood that if floating is required, it will be done as follows:
  - a. Agency employees assigned to the unit shall float first.
  - b. Any float pool employee assigned to the unit that shift shall float second.
  - c. Any employees who volunteer for and are scheduled for an extra shift will float next.
  - d. Any per diem employee assigned to the unit shall float next.
  - e. A list of regular employees assigned to a unit shall be developed in inverse order of seniority.
  - f. The least senior employee will float first, with subsequent floating being assigned until all employees in that job classification have been floated.
  - g. If an employee volunteers to float, it shall be credited to that employee, and they shall not be required to float when the duty rotates to them.
  - h. Staff who float will work to their level of competence. It is understood that an employee will not be given the sole accountability for a patient and/or assignment if floated to a unit which is outside of their area of practice.

**B. Resourcing:**

1. When the opportunity to float to a sister unit is unavailable and staffing needs exist elsewhere in the facility, an employee may be resourced to Patient Care Services (PCS).
2. If resourced to PCS, the employee may be assigned to various clinical units/departments during a scheduled shift. The employee shall not be required to accept a specific assignment that would include a designated patient assignment but may be assigned to assist other employees in the performance of their patient care activities as determined by the appropriate manager.

**C. Downstaffing:** If it becomes necessary to further reduce the number of employees in a particular department or unit, the above process on floating and resourcing will be followed. If that fails to adequately reduce the staff on the unit/ department, further reduction will be completed as follows:



1. agency personnel will be canceled first if they are scheduled above and beyond their contracted hours for the week;
2. any scheduled overtime (time paid at time and one-half) will be canceled;
3. employees shall be provided the opportunity to be excused from work in order of seniority on a rotating basis with the understanding that the employee accepting this opportunity shall have the option of utilizing PTO or taking the time without pay;
4. per diem time in excess of commitment days will be canceled;
5. any scheduled hours in excess of an employee's normal work week or in the case of part-time employees in excess of the weekly hours for which they were hired, will be canceled in inverse order of seniority, with the understanding that part-time employees shall have the option of utilizing or taking PTO;
6. per diem commitment days will be canceled;
7. any flex employee assigned to that unit on that shift will be downstaffed; and then
8. employees working a bonus shift that requires an advanced commitment.

## **Article 7 Workload and Staffing Committee**

Section 1. High quality patient care and achieving optimal staffing in all departments are the mutual goals of the Employer/Hospital and the Union. The Employer/Hospital and the Union also recognize that employees should participate in decisions affecting the delivery of care.

Section 2. Therefore, a joint Employer/Hospital-Union Committee will be formed to address and resolve staffing issues. The Committee shall consist of four (4) Employer/Hospital representatives, and three (3) Union representatives, plus the President of the Local Union or their designee.

Members of the committee shall not suffer any loss of pay for attendance. Committee members attending a committee meeting which is not scheduled in their normal working time will be paid for their attendance. The Employer will make every reasonable effort to provide coverage or scheduling so that members may attend the meetings.

Section 3. The goals of the Workload and Staffing Committee are to continually improve the quality of patient care and the quality of work life for the employees. Agenda items and a list of any staff members that will be in attendance, along with the items they will be addressing will be submitted to the co-chairpersons at least one (1) week prior to the scheduled meeting. Standing agenda items for the Committee meetings will be:

- a. review of current staffing needs inclusive of scheduling and absences (e.g., call-ins, disabilities, workers' compensation absences, tardiness, etc.);
- b. review of staffing forms;
- c. retention strategies;
- d. turnover and vacancy rates;
- e. employee satisfaction;

- f. use of agency/supplemental staff; and
- g. hours of work, workloads, shift assignments, shift rotation, on-call utilization, and floating.

Section 4. An employee questioning the staffing level on a specific shift, on their unit/clinic/department shall notify the charge/lead employee who will contact the designated manager/supervisor on duty. The manager/supervisor will attempt to resolve the problem. If the employee's concern is unresolved the employee will so indicate on a form mutually agreed to by the Employer/Hospital and the Union. A copy of the form will be sent to the appropriate manager/supervisor and to the Union for review. The manager/supervisor will forward the form to the Workload and Staffing Committee who will review and investigate the incident documented on the form.

Section 5. As part of the staffing resolution process the Committee shall consider the following:

- a. patient safety, inclusive of coordination of care, ability to provide continuity of care, patient education and proper discharge education;
- b. available support systems;
- c. internal standard compliance/benchmark;
- d. facility characteristics (geography of department/unit, square footage, etc.);
- e. patient satisfaction and complaint summary; and
- f. available financial resources.

Section 6. If over a six (6) month period a shortfall in budgeted staffing exists and results in hours paid over budget for a job title, and the shortfall is not a result of vacancies or unusual circumstances, the Employer/Hospital or the Union shall submit the short fall in staffing to the Committee as an agenda item for review at the next scheduled meeting. This review will include the use of per diem and part-time employees. Should persistent shortages or problems in providing appropriate patient care be identified the Employer will take the necessary steps to resolve these problems.

Section 7. The Workload and Staffing Committee shall have the authority to carry out the work outlined in Section 3. and 4. above, and to implement the recommendations of a majority of the Committee members. The Employer shall have the appropriate people with financial authority attend the Workload and Staffing Committee. The only exceptions shall be that if there is a financial and/or organizational wide impact associated with the recommendations, a proposal will be drafted by the Committee and presented to the Senior Administrative Team for Mercy Hospital for review and consideration.

*\*The Staffing/Clinical Staffing Committee Article (CT Article 40) shall supersede this Article where any language is duplicated or inconsistent.*

## **Article 8 Shift Differential**

Section 1. Shift differential will be paid to all employees scheduled to work evening (3:00 pm to 11:00 pm) or night (11:00 pm to 7:00 am) shift hours.

Section 2. Evening shift differential will be paid for all hours worked between 3:00 pm and 11:00 pm.

Section 3. Night shift differential will be paid for all hours worked between 11:00 pm and 7:00 am.

Section 4. Shift differential will be used in the computation of overtime. Shift differential on PTO shall be applied to all scheduled paid time off according to the hours set forth in sections 2 and 3 above for an employee's regularly scheduled shift.

Section 5. There shall be no pyramiding of shift differential.

Section 6. Shift differential premiums shall be defined in CT Articles 55, 56, and 57 Salaries

Section 7. An employee who works the night shift, and who agrees on short notice (24 hours or less), regardless of the duration of hours worked, to work into the day shift, will get shift differential for all hours worked

### **Article 9 On-Call Pay**

Section 1. An employee who is required to be available to receive a call to report to work shall be considered "on-call."

Section 2. An employee required to be on-call will be entitled to one (1) hour of pay at the employee's base rate for every four (4) hours spent on-call. The rate paid will be prorated for hours less than four (4) spent on call.

Section 3. An employee shall be entitled to a minimum of three (3) hours pay or pay for time actually worked, whichever is greater, plus the on-call pay outlined in Section 2. Above.

Section 4. Pay for time worked when on-call shall be at the rate of time and one-half (1.5) plus the appropriate shift differential for all hours worked between 3:00 pm and 7:00 am.

Section 5. Hours spent or paid on-call shall not be considered as hours worked for the purpose of computing overtime.

Section 6. Only hours actually worked when the employee is called in will be considered for the purpose of calculating overtime.

Section 7. Employees who are scheduled on-call on the following holidays will be entitled to the on-call pay outlined in Section 2. Above, plus an additional seventeen (\$17.00) for every eight (8) hours spent on-call. The rate paid will be prorated for hours less than eight (8) spent on-call:

- a. New Year's Day;
- b. Easter Sunday;
- c. Memorial Day;
- d. Independence Day;
- e. Labor Day;
- f. Thanksgiving Day;

- g. Christmas Eve (3:00 pm – 11:00 pm);
- h. Christmas Day; and
- i. New Year’s Eve (3:00 pm – 11:00 pm).

Section 8. The on-call procedures for the departments on call are in Article 26, On-Call and Work in Progress of this Agreement.

**Article 10  
Paid Time Off**

Section 1. The following schedule applies to all full-time and full-time flexible employees eligible for PTO:

Length of Service	Accrual Rate	Maximum Accrual (Hours/Days)	Maximum Balance in employee bank (Hours/Days)
Date of Hire to less than three years (0-35 months)	0.085 X each hour paid	165.0 Hours (22 Days)	217.50 Hours (29 Days)
3 years to less than 4 years (36-47 months)	0.089 X each hour paid	172.5 Hours (23 Days)	225.0 Hours (30 Days)
4 years to less than 9 years (48-107 months)	0.108 X each hour paid	210.0 Hours (28 Days)	262.50 Hours (35 Days)
9 years to less than 15 years (108-179 months)	0.135 X each hour paid	262.5 Hours (35 Days)	315.0 Hours (42 Days)
15 years to less than 24 years (180-287 months)	0.154 X each hour paid	300.0 Hours (40 Days)	352.5 Hours (47 Days)
24 years and following (288 + months)	0.173 X each hour paid	337.5 Hours (45 Days)	390 Hours (52 Days)

Section 2. All part-time and part-time flexible employees are eligible for PTO according to the following schedule:

Length of Service	Accrual Rate	Maximum Accrual (Hours/Days)	Maximum Balance in employee bank (Hours/Days)
Date of hire to less than 9 years (0-107 months)	.069 X each hour paid	150.0 Hours (20 Days)	202.50 Hours (27 Days)
9 Years to less than 24 years (108-287 months)	.108 X each hour paid	225.00 Hours (30 Days)	277.50 Hours (37 Days)
24 years and Following (288+ months)	0.154 X each hour paid	270.0 Hours (36 Days)	288.0 Hours (38.4 Days)

Section 3. Eligible employees accrue PTO from their date of hire but cannot begin using their accumulated time until after completion of three (3) months of continuous service. Prior to completion of three (3) months of service an employee may take time off without pay. During their probationary period, newly hired employees shall only be permitted to use PTO for the reasons set forth in the New York State Paid Sick Leave law.

Section 4. An employee changing from an ineligible to an eligible status (e.g., per diem to full time) will begin accruing PTO from the date of the change as long as they have met the service requirements mentioned in Section 3. Above.

Section 5. A former employee who is rehired shall not be eligible for PTO unless they have satisfied their probationary period.

Section 6. If an employee changes from full-time to part-time status, the part-time employee is able to carry over up to fifty percent (50%) of the PTO maximum accrual. The remaining portion will be paid out to the employee.

Section 7. PTO is accrued for every hour a full-time or part-time employee is paid, including worked hours, Union Representation time under Article 2, Union Representation and paid benefit hours up to a maximum of seventy-five (75) or eighty (80) hours per payroll period but excluding on-call hours.

Section 8. All PTO is paid as a terminal benefit, provided two weeks' notice has been given. The payment will be made on the pay date following the employee's last day of employment. Upon the death of an employee with a PTO balance, accrued PTO will be paid to the employee's estate.

Section 9. To the extent possible and consistent with Employer/Hospital needs and requirements, managers will attempt to recognize the personal preferences of employees with respect to the length and timing of PTO requests. In order to maintain an equitable system of scheduling PTO, the following guidelines must be followed:

- a. An employee's supervisor must approve the use of all PTO.
- b. All PTO must be requested in advance of the time needed except for instances of illness or other unforeseeable emergencies. One (1) shift of paid time off will be designated for use in instances of compelling personal reasons and will be granted with twenty-four (24) hours' notice, in the time period between January 2 and November 15, except on a holiday or before or after a holiday or before or after scheduled PTO.
- c. Unscheduled tardiness of less than one (1) hour will not be paid as PTO.
- d. PTO may be requested as single days or in blocks of time.
- e. When there is a conflict in PTO selection between two (2) or more employees, the employee with the highest seniority date shall be given preference.
- f. Requests for PTO weeks shall be submitted two (2) times a year as follows:
  1. A calendar will be posted by October 1 for the period of time from January 1 to May 31 with the understanding that employees will have the month of October to complete PTO scheduling. The approval process will be completed no later than November 1 and the final schedule will be posted no later than December 1.
  2. A calendar will be posted by February 1 for the period of time from June 1 to December 31 with the understanding that employees will have the month of February to complete PTO scheduling. The approval process will be completed no later than March 1 and the final schedule will be posted no later than April 1.

Requests for PTO, after these dates will be considered last.

- g. Each employee shall select their vacation weeks from a master calendar that will be available in the department/clinical unit for vacation scheduling on October 1 and February 1. Accompanying the calendar will be a current seniority list and the number of FTEs

allowed off by shift in each given week. An employee shall select vacation weeks by order of seniority and based upon the availability of time in the above time periods. When it is an employee's turn to select vacation weeks, that employee will be given no more than twenty-four (24) hours to make their selection. If an employee is on vacation during the period of vacation selection, that employee must leave a contact number for the purpose of receiving a call to schedule. A calendar of selected and available PTO shall be maintained within each department/clinical unit.

- h. Due to the nature of the work performed it will be necessary for employees to take time off during other than peak vacation periods. Employees must schedule their PTO in blocks of time as indicated below for the entire year in accordance with the following:

Full-time Employees

Length of Service	January 1 – December 31
Date of Hire to 4th Anniversary	1 Week (5 days)
4th Anniversary to completion 9th year	2 Weeks (10 days)
9th Anniversary to completion 15th year	3 Weeks (15 days)
15th Anniversary to completion 24th year	4 Weeks (20 days)
24th Anniversary and following	5 Weeks (25 days)

Part-time Employees

Length of Service	January 1 – December 31
Date of Hire to completion of 9th year	1 Week (days = to employees' FTE commitment)
9th Anniversary and following	2 Weeks (days = to employees' FTE commitment)

- i. PTO cannot be used for less than one (1) hour.
- j. Each employee shall be guaranteed at least one (1) week of PTO between June 1 and September 15. If there are additional weeks after each employee has selected their time the remaining weeks shall be offered to employees in the department in order of seniority.
- k. The following time periods shall be considered "prime" vacation time: President's Day week, the week prior to Easter, the week following Easter, Independence Day, Thanksgiving week, and Christmas week. Employees in a department/clinical unit may select vacation time for these weeks on a rotating basis within the department/clinical unit based on seniority. The senior employee on the list may opt to select one week during "prime" time or may pass the current year's selection on to the next employee on the list. At the beginning of each scheduling period the rotation will begin with the most senior employee.
- l. The scheduling and payment of PTO shall be based on an employee's normal work schedule and normal workdays in a work week.

Section 10. In all cases, sufficient PTO time must be available when the approved period of time off arrives. If the employee does not have sufficient time available, then they may be required to work all or part of a portion for their regularly scheduled hours, as needed.

Section 11. Approved vacations may not be changed when personnel transfer without the consent of the employee (e.g., in instance of layoff, unit closings or transfers because of an administrative decision), approved vacation requests will be honored. When a transfer to another department/clinical unit or change in status occurs, at the employee's request, approved vacation requests must be resubmitted. However, every attempt will be made to accommodate the employee's previously approved vacation schedule.

Section 12. If a department or work unit is closed as a result of an Employer/Hospital recognized holiday, namely New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day, an employee may take a PTO day. If an employee is scheduled to work when their department or work unit is open, another PTO day can be scheduled at a more appropriate time depending on Employer/Hospital needs. Part-time employees scheduled to work on any of the above recognized holidays will have the option to take PTO, to take time off without pay or to work another shift if the time is available.

Section 13. The holidays and/or shifts referenced below shall be paid at the rate of time and one-half (1.5) the employee's base rate for all hours worked:

- a. Christmas Eve from 7:00 am on 12/24 through 7:00 am on 12/25;
- b. Christmas Day from 7:00 am on 12/25 through 7:00 am on 12/26;
- c. New Year's Eve from 7:00 am on 12/31 through 7:00 am on 1/1;
- d. New Year's Day from 7:00 am on 1/1 through 7:00 am on 1/2;
- e. Easter Sunday from 7:00 am Easter through 7:00 am on the Monday after;
- f. Memorial Day from 7:00 am through 7:00 am the next day;
- g. Independence Day from 7:00 am on 7/4 through 7:00 am on 7/5;
- h. Labor Day from 7:00 am through 7:00 am the next day; and
- i. Thanksgiving Day from 7:00 am through 7:00 am the next day.

Employees whose day shifts begin earlier than 7:00 am will continue to receive holiday premium pay for their entire shift.

The next holiday rotation starts on January 2nd each year.

Section 14. Night shift employees shall observe holidays (New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day) on the actual day the holiday is observed.

Section 15. Where the department/clinical unit must remain open for recognized holidays and when staffing requirements demand, employees shall be required to work no more than one (1) holiday in each of the following groups of holidays on a rotating basis:

- a. Christmas Eve or Christmas Day;
- b. New Year's Eve or New Year's Day;
- c. Memorial Day or Independence Day;
- d. Labor Day or Thanksgiving Day;
- e. Easter Sunday.

Section 16. The above requirement to work a holiday is based upon staffing needs. Should all staff not be required, employees may be granted time off on a rotating basis by seniority. Holiday commitments occurring during scheduled vacations shall be met.



Section 17. In the operating rooms, holidays will be covered on a voluntary basis. If there are no volunteers, then holidays will be assigned on a rotating basis according to inverse seniority. If an employee already volunteered for a holiday in a calendar year, they would be exempt from the rotation. No employee will be expected to work Easter Sunday, Christmas, Thanksgiving, or New Year's for two (2) consecutive years, unless done on a voluntary basis.

Section 18. For the purposes of accommodating requests for vacation, only staffing requirements for bargaining unit members in a given clinical unit may be considered. Vacation schedules for other employees, including management employees, may not interfere with the scheduling of bargaining unit personnel. Except that those non-bargaining unit employees who are listed as exceptions in the bargaining unit work may be considered in scheduling vacations. Requests for vacation shall not be unreasonably denied.

Section 19. Should an employee desire to change an approved vacation, the employee may submit the change at least thirty (30) days prior to the first day of the month in which the vacation is requested. The employee's request shall be accommodated if possible.

Section 20. Should an employee wish to rescind an approved vacation, that vacation week will go up for bid and will first be granted to an employee who did not get a vacation (if the week falls during prime-time), otherwise it will be granted to the most senior employee who applies for it. Should more than one employee meet the above criteria, seniority will be the deciding factor.

Section 21. Full-time and part-time employees are eligible to participate in the PTO buyback program up to a maximum of seventy-five (75.0) hours as follows:

- a. Eligible employees may elect in December of each year by filling out an irrevocable PTO buyback election form. The form must be submitted by the employee to myhr@chsbuffalo.org or the HR department no later than December 15th.
- b. Employees' PTO payout will be made by the end of November of the following year.
- c. Employees shall only be able to receive a cash payout on PTO accrued in that calendar year and as long as the employee has the accrued time in their bank at the time of payout.

Section 22. When an employee calls off for an unscheduled PTO on the day before, the day after, or on the holiday, the absence will be treated as an absence on a scheduled weekend shift and will be scheduled as a weekend make-up, per Article 4, Hours of Work, Section 12.

## **Article 11 Seniority**

Section 1. Seniority shall mean the length of unbroken service of an employee covered by this Agreement beginning with their most recent date of hire by the Employer/Hospital in any job title whether or not it is or was in the bargaining unit. Temporary employees shall not have seniority unless they transfer into another category of employment.

Section 2. An employee who accepts a non-bargaining unit position and returns to a bargaining unit position shall not accrue seniority for the period of time that they are out of the bargaining unit. The Employer/Hospital retains the sole discretion as to whether or not an employee shall be returned to the bargaining unit.



Section 3. An employee who was employed by the Employer/Hospital for an uninterrupted period of at least twelve (12) months whose employment with the Employer/Hospital terminates for reasons other than those constituting just cause and is rehired within twelve (12) months from the date of termination shall after completing twelve (12) months of service, receive their most recent date of hire, prior to the termination, adjusted by moving the employee's most recent date of hire forward for the period of separation from employment, for the purpose of calculating compensation at the applicable step and entitlement to all other benefits in this Agreement.

Section 4. Any employee hired into the bargaining unit from within the Catholic Health System, shall receive prior service credit applicable only to benefit programs and wage assignment at whichever wage rate is higher from their most recent date of hire in the system. For purposes of this section service may be bridged for up to twelve (12) months.

Section 5. Seniority shall be lost and an employee shall be terminated when the employee:

- a. resigns or quits;
- b. is discharged for just cause;
- c. retires with or without qualifying for benefits under a pension plan or Social Security;
- d. fails to return to work upon expiration of a leave of absence;
- e. engages in gainful employment while on leave of absence without approval of the Employer/Hospital unless the employee is out of the immediate area of Western New York; approval shall not be unreasonably denied;
- f. fails to report to work as directed after being recalled as outlined in Article 14 Layoff & Recall;
- g. is absent for two (2) consecutive scheduled work days without notifying their supervisor or obtaining permission for such absences, unless beyond the employee's control;
- h. does not return from a leave of absence due to illness or injury as provided for in CT Article 14, Leave of Absence;
- i. has exhausted the period of time for which they have recall rights as provided for in Article 14, Layoff and Recall.

Quarterly, the Employer/Hospital shall post and furnish to the Union a seniority list and shall correct such list from time to time as may be necessary.

Section 6. Employees are asked to give at least four (4) weeks' notice of resignation; however, employees must give at least two (2) weeks' notice of resignation. Resignation notices should be submitted in writing and specify the last day the employee is to be at work. This notice period may be reduced or waived at the discretion of management. An employee may not extend their employment through the utilization of benefit hours or to meet the period of notice.

## **Article 12**

### **Filling of Vacant Positions**

Section 1. When a position in the bargaining unit is vacant, the position shall be posted in an agreed upon location in the main Employer/Hospital and at each location where bargaining unit employees work and electronically at [www.chsbuffalo.org](http://www.chsbuffalo.org).

Section 2. The posting shall include the number of hours, shift, scheduled hours, job title, department/clinical unit, pay grade, qualifications for the position as included on the job description for that

position and sufficient information to adequately describe the vacancy. The notice shall remain posted for a period of seven (7) calendar days. An employee, within the seven (7) days posting period, may file a written request on a form provided by the Employer/Hospital, for the job vacancy in the Human Resources department. The Employer/Hospital will provide an electronic copy of the postings to the Union.

Section 3. During the posting period, the Employer/Hospital will determine if there are members of the bargaining unit who are on lay off and are eligible for recall to the posted position. If there are employees on layoff who are eligible for recall (e.g., to a position which is in their job title, category of employment, salary grade and shift) to the posted position, the individual(s) shall be added to the list of bidders, as though they applied for the position.

Section 4. Selection of the successful bidder shall be completed by the appropriate manager within fourteen (14) days of the close of bidding. The employee selected shall be given two (2) calendar days from the notification of their selection to accept the new position. Failure to respond within the time specified shall constitute a rejection of the new position. Should the selected employee be unavailable for notification, the fourteen (14) day selection period shall be extended until the second (2nd) day after such employee is available.

Section 5. The transfer date for employees selected for a new position will be established at the beginning of a pay period, no later than thirty-seven (37) days from the date of selection. If the position filled by a successful bidder becomes vacant within forty-five (45) days of the original posting, the job will be offered to the next eligible bidder. If the position becomes vacant after forty-five (45) days, it shall be reposted.

Section 6. The vacancy shall be filled from within the bargaining unit by seniority from among qualified bidders. Any successful employee must satisfactorily complete the critical care courses within ninety (90) days of entry into the specialty units (ICU, CVICU) if such courses have not been previously completed within the previous twenty-four (24) months.

If during the first seven (7) days a position is posted and there are no qualified bidders, no employees eligible for recall, or no employees who accept recall for the position within the bargaining unit, the Employer/Hospital may seek qualified employees from any available source.

Beginning on the eighth (8th) day and lasting until the position is filled or the requisition is pulled the following shall apply:

- a. Qualified late internal bidders and external applicants will be sent to the hiring manager for consideration on a first come, first serve basis.
- b. If no external applicant has been selected, hiring preference will be given to the most senior qualified late internal bidder.

Section 7. In the event that the staff mix level is inexperienced, as determined by the Employer/Hospital, the Hospital will provide notice to the Union that it is necessary to post positions requiring experience. The Union may request a meeting to discuss a mutually agreeable solution. Mutual agreement shall not be unreasonably denied.

Section 8. The successful bidder shall be required to serve a trial period of sixty (60) calendar days in the new position for full time employees and ninety (90) calendar days for part time and per diem employees.

- a. If at any time during the trial period the successful bidder does not meet satisfactory performance requirements, they will be returned to their original position or one of the same

category and shift if such a vacancy exists. After returning to the prior position, they may not bid on another position for the next three (3) months. Employees displaced under this section shall be placed in a position according to Article 14, Layoff and Recall.

- b. If the employee fails to successfully complete the training/education for the new position, the individual will be eligible to reapply for a position with the same requirements after twelve (12) months.
- c. If a successful bidder is dissatisfied during the trial period, such employee may, within twenty-one (21) calendar days, return to their original position if vacant, to a vacant position in the same category and shift within their original department, or shall be placed according to the layoff and recall procedure except that they shall not be allowed to bump. After returning to the prior position, they may not bid on another position for the next three (3) months.
- d. The successful bidder will sign an offer letter which includes budgeted hours, shift, unit/department, and hourly wage. A copy will be sent to the Union.

Section 9. A list of successful bidders for positions that have been filled through the process provided for in this article, shall be available on the Human Resources Department bulletin board. The list shall be updated on a biweekly basis.

Section 10. Nursing personnel may not be accepted for posted vacant positions until they are licensed. However, permit eligible employees may bid and be accepted in the absence of licensed employees bidding.

Section 11.

- a. When a successful internal bidder is placed into a position, they may not bid on a posted vacant position for a minimum of twelve (12) months unless:
  1. If the position provides for a change to a higher skilled position (as determined by the employer).
  2. The job is a change (increase or decrease) in category, and/or budgeted hours, wage grade, or a change in shift.

Once an employee takes advantage of these exceptions, they may not bid on any posted position for the next nine (9) months.

- b. When an employee is placed into a position through the external bidding process, they will be prohibited from bidding on another job for fifteen (15) months, with the following exceptions:
  1. If the position results in a higher skilled position (as determined by the Employer).
  2. The job is a change (increase or decrease) in category, and/or budgeted hours, and/or shift only if it is in their current department.
  3. The job is an increase in category (i.e., part-time to full-time), and the employee has been in their position for at least twelve (12) months.

Once an employee takes advantage of any of these exceptions, they may not bid on another position for the next twelve (12) months.

Section 12. Any employee with seniority, who applies for and is placed in a temporary position, shall continue to accrue seniority and all benefits and shall maintain their category of employment. At the expiration of the temporary position, such employee shall return to their previous position, if vacant, or be placed in accordance with the recall procedure.

Section 13. Should an employee in a regular position be selected to fill a temporary position in their same department, that individual's regular position may then be filled by the Employer/Hospital on a temporary basis from any available source. Should an employee in a regular position be selected to fill a temporary position in another department, the manager of the employee shall have the option of filling the vacated position on a temporary basis from any available source or filling the position as outlined in Sections 1-11. Above.

Section 14. The process provided below shall be utilized when temporary positions become available that are expected to last thirty (30) calendar days or more:

- a. Postings for temporary position(s) to be filled shall be made in designated areas near regular postings.
- b. Postings shall be made for temporary positions of thirty (30) days or more provided the temporary position is vacant.
- c. Positions will be posted for a minimum of three (3) calendar days.
- d. The Employer/Hospital may select from among qualified regular employees who have expressed interest.
- e. In order to be eligible for selection an employee must be available to begin in the position on the date needed.

### **Article 13** **CWA Health and Safety Committee**

Section 1. The Employer/Hospital will observe all applicable health and safety laws and regulations, and will provide and maintain safe working conditions and a safe and healthful work environment. The Hospital will maintain a Health and Safety program. The objective of the program will be:

- a. to identify, assess, prevent and eliminate hazards to which employees are exposed;
- b. reduce injuries and illness;
- c. to systematically achieve compliance with all applicable health and safety regulations; and
- d. to promote greater employee awareness of health and safety issues, inclusive of group safety department or unit meetings conducted as deemed necessary.

Section 2. The Hospital will provide employees with opportunities for participation in establishing, implementing and evaluating programs by:

- a. communicating regularly with employees about workplace safety and health matters;
- b. providing employees with access to information relevant to the program;
- c. providing ways for employees to become involved in hazard identification and assessment, prioritizing hazards, training and program evaluation;
- d. maintaining a process for employees to report job-related injuries, illnesses, incidents and hazards promptly and to make recommendations about appropriate ways to control those hazards;
- e. providing prompt responses to those reports and recommendations.

Section 3. Information and Training:

- a. The Hospital will provide employees with information and training in the safety and health program;
- b. The Hospital will ensure that employees potentially exposed to a hazard are provided with information and training in that hazard;
- c. The Hospital will update affected employees on what is being done to control those hazards and what protective measures the employee must follow to prevent and minimize exposure;
- d. The Employer will provide all necessary personal protective equipment at no cost to employees. The Employer will require all employees to wear necessary personal protective equipment.

Section 4. The Employer/Hospital agrees to maintain a joint Health and Safety Committee containing up to eight (8) employees selected by the Union from among all of the units of the employees represented by the Union, and an equal number of individuals selected by the Employer/Hospital. One of the union representatives will be designated the Union Health and Safety Director and participate in the safety initiatives.

- a. The parties agree to jointly train the selected employees on the responsibilities of serving as a health-safety representative.
- b. Members of the committee shall not suffer any loss of pay for attendance in Committee meetings. Committee members attending a committee meeting which is not scheduled in their normal working time will be paid for their attendance. The Employer will make every reasonable effort to provide coverage or scheduling so that members may attend the meetings.
- c. Health and Safety Union representatives and the Employer will investigate health and safety issues, conduct safety inspections, and conduct or attend training sessions, and shall be provided up to two (2) hours per month outside of their health and safety committee meeting time for these purposes.

Section 5. The Health and Safety Committee shall meet at least once every other month or as mutually agreed by the members of the Committee. The Committee shall determine the nature of all projects and assignments and the amount of time and individuals to be involved with such projects and assignments. The committee shall have co-chairs, one from the Union and one from Management. The co-chairs shall agree on an agenda in advance of the meeting. Union representatives shall be compensated as time worked for time spent in committee meetings and for time spent on mutually approved assignment to projects as may be determined by the Committee.

Section 6. All employees are encouraged to identify and report unsafe conditions or potential health hazards to their immediate supervisor. If the supervisor does not respond, or is not able to address and/or correct the condition within a reasonable period of time or immediately as conditions warrant, the employee may direct this concern to the Health and Safety Committee

Section 7. Any employee may address health and safety concerns to the Committee. The Committee shall investigate any health or safety issue brought to its attention. The Committee shall make recommendations for action by the Employer/Hospital.

Section 8. No employee shall be expected or permitted to work under conditions which will create an immediate and unduly hazardous threat to their safety or health.

Section 9. The Local Union's designated Health and Safety Director, or qualified designee, shall be paid their regular hourly rate for their time conducting business relating to the Health and Safety Committee,

not to exceed four thousand dollars (\$4,000.00) per contract year (for both contracts) as an Employer/Hospital paid excused absence for activities related to that position. The committee co-chairs shall investigate grant options, write grant proposals individually or as part of a group grant application, and shall provide additional safety training to employees of Mercy Hospital.

Section 10. It is the Employer's and the Union's objective to establish and maintain an effective ergonomic program in order to help prevent and minimize occupationally related cumulative trauma and/or musculoskeletal disorders. This shall be accomplished by establishing ergonomic sub-committees of the Joint Health and Safety Committee to review employee injuries and illnesses, to identify potential ergonomic problems in order to recommend improvements in the physical work environment, work practices or work design. These improvements shall be documented as they are implemented. The committee will assess and recommend any training necessary for the committee to achieve its goal. The committee membership shall include the necessary members and management from appropriate departments such as physical therapy, employee health, purchasing, risk management or those persons deemed necessary to accomplish its goal of reducing workplace injuries. The Union's Health and Safety Director shall participate on this committee.

Section 11. It will be a goal of the Workplace Violence Committee to recommend, and play an active role in, the implementation of an approved training plan for employees that is focused on ensuring their safety when dealing with violent and potentially violent individuals with whom they may come in contact during the course of performing their job. The plan should include different levels of training to address all areas. The Committee should seek guidance from resources in Catholic Health Legal Services, Risk Management, Health & Safety and/or Security Management to ensure no potential issues with the type and level of training to be implemented. The Committee may choose to incorporate situations derived from site workplace violence reports into the training plan to enhance the relevancy of the training provided. The Committee will complete the plan within six (6) months of the ratification date of this agreement. The Committee will also review workplace violence reports and make recommendations on avoiding such situations. The Hospital/Employer will continue to provide legal representation as needed.

## **Article 14 Layoff and Recall**

Section 1. In the event it becomes necessary to layoff or permanently eliminate a filled position, the Employer/Hospital will give the Union advance notice of its intention to layoff or to eliminate a filled position at least fourteen (14) days prior to layoff. The Union shall be afforded reasonable opportunity to discuss the matter including a meeting with the Vice-President/designee responsible for the affected department/clinical unit(s). Only the Employer/Hospital shall advise employees selected for layoff in accordance with Section 3. Below.

Section 2. The Union shall receive information including the number of positions to be reduced, the department/clinical units affected, the job titles, categories and shifts to be affected by the layoff and/or elimination of positions.

Section 3. Employees selected for layoff shall be given at least seven (7) calendar days' notice of layoff.

Section 4. Once the department(s)/clinical unit(s), job title of position(s), category(ies) and shift(s) are determined, the procedure for layoff shall be accomplished in the following order:

- a. all probationary and temporary employees in such job title(s) category(ies), and shifts, in the department(s)/clinical unit(s) affected shall be removed;



- b. per diem employees shall not be included in the schedule in the job title(s), category(ies) and shift(s) in the department(s)/clinical unit(s) affected;
- c. the vacancy list that will be used during the layoff process, will be comprised of all positions in the bargaining unit that have been posted and not filled or that are open to the outside;
- d. it is understood that the placement of employees identified for layoff into vacancies under the provisions of this article shall not constitute a violation of this Agreement;
- e. when it is necessary to permanently change the number of employees on a shift within a clinical unit/department, such change shall be made first by requesting volunteers from within the clinical unit/department. Absent volunteers, the layoff and recall provisions of this Agreement shall be applicable.

Section 5. If, after compliance with the provisions in Section 4. Above, an employee with seniority is subject to layoff, such employee, in accordance with their seniority rights, shall be entitled to pursue a position in the bargaining unit in the following sequence. It is understood that in all placements under Layoff and Recall situations, the employees must meet the requirements of the job description. Should unusual circumstances produce a staffing mix level that could negatively impact on patient care, the parties agree to meet to discuss a mutually agreeable solution. Mutual agreement shall not be unreasonably withheld. In the event that more than one employee is subject to layoff, a committee of equal representatives from each party will be formed for the purpose of administering the provisions of this article. The committee shall determine the appropriate way to develop the pool of employees, taking into account grade, job title, category and shift. The committee shall also determine the available options using the steps provided in this Section.

- Step 1. The employee subject to layoff may select any vacant position in the bargaining unit, which is in their category of employment, job title and shift. If the employee opts to drop shift, category and/or job title and maintain grade as requirement placement, they may do so at any step. However, a part-time employee may not be placed in a full-time position.
- Step 2. If no such vacancy exists, they will be permitted to displace any probationary employee in their category of employment, job title and shift.
- Step 3. If there are no probationary employees who may be displaced, then the employee subject to layoff may bump the least senior employee in their category of employment, job title and shift.
- Step 4. If the employee cannot be placed in a position within their job title, they may select any vacant position in their category of employment, grade and shift.
- Step 5. If no such vacancy exists, the employee may displace any probationary employee in their category of employment, grade and shift.
- Step 6. If there are no probationary employees who may be displaced in five (5) above, then the employee may bump the least senior employee in their category of employment, grade and shift provided the employee has more seniority than the least senior employee.
- Step 7. If the employee cannot be placed in a position in their category of employment, grade and shift, they may select any vacant position in their category of employment and grade.
- Step 8. If no such vacancy exists, the employee may displace any probationary employee in their category of employment and grade.

Step 9. If there are no probationary employees who may be displaced in Step 8. Above, the employee may bump the least senior employee in their category of employment and grade provided the employee has more seniority than the least senior employee.

Step 10. If the employee cannot be placed within a position in their category of employment and grade by Step 9. above, then the above Steps 4. Through 9. Shall be repeated in the next lower grade and then to subsequent lower grades until placed into a position or laid off.

Employees who have been given notice of layoff and are in the process of being placed shall be given up to twenty-four (24) hours to make a decision regarding their placement.

Section 6. When the least senior employee is bumped, they shall be placed as if they were originally subject to layoff as described above.

Section 7. If no vacancy, as described above, exists, such employee targeted for layoff may elect a layoff instead of bumping a less senior employee without jeopardizing unemployment benefits, subject to New York State regulations and where the cost of unemployment to the Employer/Hospital would not differ.

Section 8. For employees who are laid off, payment for accrued PTO leave shall be made at the pay date next following the conclusion of the last severance payment.

Section 9. Employees on layoff shall not accrue seniority.

Section 10. Employees shall be considered for recall by seniority to vacancies in their grade if they possess the ability to perform the job with preference to vacancies in their title. In the event that an employee is recalled to a different title within their grade, such employee shall have preference to vacancies which may subsequently arise within the title from which such employee was laid off, with the understanding that such shall not constitute a violation of the posting and bidding provisions of this Agreement. Full-time employees, at their option, may accept recall to a part-time position and remain on recall to a full-time position.

Part-time employees who are displaced shall be eligible for recall, during such period of recall under Section 14., until such time as they have been recalled to a position equal in FTE hours to the position from which they were originally displaced.

Section 11. If any employee refuses a recall to a job vacancy, as described above, on a shift other than the one the employee held at the time of layoff, the employee will be maintained on the recall list in order of seniority during the stated recall period.

Section 12. Employees on layoff shall be entitled to two (2) weeks of severance pay. In the event an employee is recalled to work within the two (2) week severance period, severance pay shall be reduced by hours actually worked. Employees may continue to participate in the Employer's/Hospital's group life and group health insurance programs until the end of the month in which the layoff occurred and for an additional two (2) months with the employee paying only their share of the cost. After this point, employees may continue in the Employers/Hospitals group life and group health insurance program but at their own expense.

Section 13. Recalls from layoff will be by certified mail to the employee's last known address on file with the Employer/Hospital. It shall be the employee's responsibility to ensure the Employer/Hospital has a current address. Any employee recalled must notify the Employer/Hospital of intent to return within three (3) working days after receipt of due certified notice unless prevented from doing so by verifiable illness



or death in the family or current employment where notice is required, in which case the employee must report within fifteen (15) days of recall notice.

Section 14. Non-probationary employees who are laid off shall be subject to recall as follows:

- a. employees having less than one (1) year of seniority, shall have recall rights for a period of twelve (12) months; and
- b. employees having one (1) or more years of seniority, shall have recall rights or a period of twenty-four (24) months.

Section 15. An employee placed into a position through the layoff and recall process, whether by filling a vacant position or displacing another employee, will serve a job trial period as defined in Article 12, Filling of Vacant Positions.

The placed employee shall have twenty-one (21) calendar days in which to decide whether to remain in the position. Should the employee choose not to remain in the position the employee will be placed back on layoff. The employee will be eligible for recall in accordance with this article shall not have additional bumping rights and will not be entitled to any severance payment.

Should the Employer/Hospital decide within the job trial period that the employee is not performing at satisfactory level, the employee will be placed through the layoff and recall process. The employee will be allowed one (1) additional bumping option if necessary.

Section 16. The process provided below shall be utilized when temporary positions become available that are expected to last thirty (30) calendar days or more:

- a. Postings for temporary position(s) to be filled shall be made in designated areas near regular positions.
- b. Postings shall be made for temporary positions of thirty (30) days or more provided the temporary position is vacant.
- c. Positions will be posted for a minimum of three (3) calendar days.
- d. The Employer/Hospital may select from among qualified employees who have expressed interest.

In order to be eligible for selection, an employee must be available to begin in the position on the date needed.

## **Article 15 Parking**

Section 1. The Employer and the Union agree that the primary purpose of the parking ramp is to provide convenient access to the hospital for our employees and patients.

Section 2. The Employer shall provide a discount on ramp parking rates for employees covered by this Agreement which is as follows:

- a. full-time employees shall pay ten dollars (\$10.00) per pay period, not to exceed two-hundred and sixty dollars (\$260.00) per year.
- b. all other categories of employees are charged five dollars (\$5.00) per payroll period, not to exceed one-hundred and thirty dollars (\$130.00) per year.

Section 3. New employees hired for, or transferred to the day shift will be required to use the existing hospital shuttle to the South Legion Drive Knights of Columbus at no cost. For purposes of this article, the day shift includes those shifts that begin and end during times the shuttle is available.

Section 4. Contractors (including agency employees) who work on the day shift shall not be allowed to park in the employee nest section of the ramp.

Section 5. Any day shift employee who does not have parking ramp privileges but wishes to be granted access, shall be put on a waiting list. As day shift employees relinquish their parking ramp privileges, employees will be taken off of the waiting list and granted ramp access by seniority. For each one employee who relinquishes parking ramp privileges, one employee off the waiting list will be offered the opportunity to enroll in parking. There shall be a total of five hundred and thirty (530) bargaining unit day shift employees guaranteed parking privileges in the ramp. Should hospital or parking ramp renovations or construction require a temporary limitation on the ability to grant new access of the waitlist, the employer shall provide the Union with advanced notification.

Section 6. Upon request, the Employer will furnish the Union with the list of employees currently parking in the ramp, and those on the waiting list.

### **Article 16 Cafeteria Discounts**

The Employer/Hospital shall provide a discount to members of this bargaining unit that is twenty-five percent (25%) less than the posted price.

### **Article 17 Scrub Apparel**

Section 1. The Employer will continue to provide scrub apparel for the following:

- a. Employees working in the following units/departments:
  - i. Operating Room (including Sterile Processing and the Decontamination Room)
  - ii. Post Anesthesia Care Unit
  - iii. Invasive Interventional Services to include Cardiac Catheterization and Peripheral Neuro/Intervention
  - iv. Electrophysiology Laboratory
  - v. Labor and Delivery
  - vi. MIU
- b. Equipment Technicians working in the Respiratory Therapy Department

Section 2. Employees that are required to wear Employer provided scrubs will be provided five (5) minutes paid time at the beginning and end of each shift for the purpose of changing into their scrub apparel.

### **Article 18 Per Diem Employees**

Section 1. A per diem employee is one who works on a day-to-day, as needed basis, without a guarantee of set hours per week.

Section 2. Per diem employees will be required to attend mandatory in-service programs in accordance with Employer/Hospital policy and shall be paid for such time.

Section 3. A per diem employee can bid on full-time, part-time and flexible positions through the job bidding/posting process.

Section 4. If there is a need for additional per diem employees in the department/unit, an employee may request that their status be converted to per diem. A change to per diem status requires two (2) weeks of advance notice and agreement by the department head. Agreement shall not be unreasonably denied.

Section 5. Scheduling for per diems shall proceed as follows:

- a. Per diems shall communicate with the appropriate manager(s) by the 5<sup>th</sup> of the preceding month to commit to their required shifts. A minimum of three (3) shifts per month including a minimum of two (2) weekend shifts, if needed, must be scheduled and worked in order to maintain per diem status. In addition, per diem employees must work one of the following holidays: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day each calendar year.
- b. A per diem employee will not be permitted to work more than four (4) day shifts per month, except to cover absences, or any portion of absences which are related to disabilities, workers' compensation, leaves of absence, when the per diem employee is willing to accept the shift and hours of the employee who is on leave, or to cover a position for which the Employer/Hospital is actively recruiting. The other exception would be when adherence to this minimum would result in PTO denial to another employee.
- c. A per diem employee shall work either the day shift, evening shift or night shift.

Section 6. An employee who is accepted into a per diem position must work the shift length scheduled in that department for all of their commitment days. An employee shall also indicate at the time of change to per diem status what unit(s) they are available for.

Section 7. Employees who change to per diem status shall remain in the salary grade and step they were in as a regular employee and shall advance on the wage progression scale as outlined in CT Articles 55, 56, and 57, Salaries.

Section 8. Per diem employees are not entitled to paid time off benefits. Employees who transfer to a per diem position shall not lose any paid time off prior to the transfer. The employee shall be paid all accrued, unused paid time off.

Section 9. A per diem employee who fails to meet the minimum monthly requirements or the holiday commitment as specified above, where opportunities have been offered such employee shall receive a written notice of their failure to meet their commitment. Should a per diem employee again fail to meet their minimum monthly requirement within twelve (12) months of written notice, such per diem employee shall receive a written termination notice. Copies of written notice sent to per diem employees shall be furnished to the Union.

Section 10. Per diem employees may not be required to take charge responsibility but may do so voluntarily.

Section 11. Per diem employees will have seniority as defined in Article 11, Seniority.

Section 12. Per diem employees shall be required to share in the on-call responsibilities for their designated unit/department as outlined in Article 26, On-Call and Work In Progress.

Section 13. If a per diem employee is regularly scheduled to work fifteen (15) or more hours per week, for a period of six (6) months or more, the position will be converted to a regular position, with the category of employment equal to the hours worked per week. The only exceptions will be per diem employees who are working to cover leaves of absence, workers' compensation, disability or a position for which the Employer/Hospital is actively recruiting. This excludes any posted per diem position.

### **Article 19 Categories of Employees**

Section 1. A full-time employee is defined as one who is regularly scheduled to work thirty-seven and one-half (37.5) hours per week. The only exceptions shall be extended shift employees, where a full-time employee is defined as one who is regularly scheduled to work:

- a. a minimum of thirty-four and one-half (34.5) hours per week for twelve (12) hour shift employees; and
- b. a minimum of thirty-seven and one-half (37.5) hours for ten (10) hour shift employees.

Section 2. A part-time employee is defined as one who is regularly scheduled to work less than thirty-seven and one-half (37.5) hours per week but fifteen (15) hours or more per week or thirty (30) hours or more per pay period.

Section 3. A flexible employee is defined as one who works in accordance with the provisions of Article 3, Flexible Employees.

Section 4. A per diem employee is defined as one who works on a day-to-day basis in accordance with the provisions of Article 18, Per Diem Employees.

Section 5. A temporary employee is defined as one who is hired for a specific job of limited duration in accordance with the provisions of Article 21, Temporary Employees.

Section 6. See Memorandum of Understanding #2 regarding categories of employment.

### **Article 20 Weekend Employees**

There are currently no weekend employees in the Service, Technical and Clerical bargaining unit. If, within the duration of this collective bargaining agreement, the parties agree to include a weekend employee category of employment, the Union and Hospital shall meet to negotiate the terms including this category of employment into this Agreement.

### **Article 21 Temporary Employees**

Section 1. A temporary employee is an employee designated as such, hired for a specific job of limited duration not exceeding six (6) months. This period may be extended for up to another six (6) months by mutual agreement of the Employer/Hospital and the Union.

Section 2. Temporary employees will not be utilized to do bargaining unit work which can be performed by available qualified laid off employees.

Section 3. If a temporary employee is selected to fill a regular position, the employee's original date of hire will be maintained, but the employee's probationary period will begin on the date they begin work in the regular position.

Section 4. If the Employer/Hospital desires to permanently fill a position that has been filled by a temporary employee, the position shall be filled through the normal process as outlined in Article 12, Filling of Vacant Positions.

## **Article 22 Call-in Pay**

Employees who are not on-call and are not on the schedule to work may be contacted and requested to work. Any employee who reports to work shall be paid a minimum of three (3) hours pay at straight time or for all time actually worked, whichever is greater. All hours actually worked shall be considered as time worked for the purposes of computing overtime pay.

## **Article 23 Employee Access to Union Representation**

Section 1. When an investigative interview of an employee by an Employer/Hospital representative is to be conducted, the employee is entitled to and shall be offered union representation during such interview. The Union Representative shall be informed, prior to the start of the meeting, the nature of the interview.

Section 2. At any meeting between an employee and any representative(s) of the Employer/Hospital at which corrective action will be administered, union representation will be offered to the employee. The union will be advised in advance when corrective action will be administered at a scheduled meeting.

Section 3. With the exception of the administration of corrective action at the verbal counseling and verbal written warning levels for Attendance and Tardiness violations, no employee will sign a waiver of Union Representation and/or waive Union representation unless a Union representative witnesses the signature of said waiver or the employee's refusal to have a Union representative present. The Employer/Hospital must send corrective actions administered without a Union representative present to the Union.

Section 4. In order to facilitate access to Union representation, one (1) week prior to the first of the month, the Union will provide the Employer/Hospital with a schedule showing the availability of all Executive Board Members, Chief Stewards, and Stewards available each day of the month. This will include time which they work in the Union office. It is understood that on most Union representation issues, the Employer/Hospital will first contact the Local as soon as they are aware that an investigation or corrective action meeting needs to be scheduled. In the event the Local is unable to provide a representative on a timely basis, any available Union representative may be utilized.

## **Article 24 Extended Shifts**

Section 1. Extended shifts shall be defined as those shifts that are more than the regularly scheduled eight (8) hour shift, inclusive of the thirty (30) minute unpaid meal period.

Section 2. Employees working extended shifts must take all paid time off benefits in amounts equal to their regular extended shifts.

Section 3. Scheduled weekend work shall be evenly divided among employees assigned to a department or unit. Each department/unit will have the option of determining weekend scheduling preference no later than October 15 of each year for the following calendar year. Options will include:

- a. for shifts up to ten (10) hours:
  - 1. not being required to work more than twenty-six (26) weekends (consecutive days) per calendar year; or
  - 2. shall not be required to work more than every other weekend;
- b. for shifts greater than ten (10) hours:
  - 1. not being required to work more than eighteen (18) weekends (consecutive days) per calendar year; or
  - 2. shall not be required to work more than every third weekend.

Employees may work more than the above on a voluntary basis.

Any employee who accepts a position on another unit must adhere to the weekend work schedule of that unit regardless of the number of previous weekends worked prior to the effective start date on the new unit.

Section 4. A manager will not schedule an employee for more than two (2) consecutive days unless voluntarily requested, exclusive of on-call requirements.

Section 5. A holiday commitment shall be established for the nine (9) major holidays defined as: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Christmas Eve and New Year's Eve.

- a. The holidays and/or shifts referenced below shall be paid at the rate of time and one-half (1.5) the employee's base rate for all hours worked:
  - 1. Christmas Eve from 7:00 am on 12/24 through 7:00 am on 12/25;
  - 2. Christmas Day from 6:00 am on 12/25 through 7:00 am on 12/26;
  - 3. New Year's Eve from 7:00 am on 12/31 through 7:00 am on 1/1;
  - 4. New Year's Day from 6:00 am on 1/1 through 7:00 am on 1/2;
  - 5. Easter Sunday from 6:00 am through 7:00 am the next day;
  - 6. Memorial Day from 6:00 am through 7:00 am the next day;
  - 7. Independence Day from 6:00 am on 7/4 through 7:00 am on 7/5;
  - 8. Labor Day from 6:00 am through 7:00 am the next day; and
  - 9. Thanksgiving Day from 6:00 am through 7:00 am the next day.
- b. For scheduling purposes only, each employee will be assigned to one (1) of the following holiday rotations:
  - 1. "A" weekend/holiday rotation – New Year's Eve, Christmas Day, and Memorial Day;
  - 2. "B" weekend/holiday rotation – Christmas Eve, New Year's Day, and Independence Day; or

3. "C" weekend/holiday rotation – Easter Sunday, Labor Day, and Thanksgiving Day.

Any employee may volunteer to work more than two (2) holidays.

- c. Employees shall not be required to work more than one of Christmas and/or New Year's Eve per year. Assignments to work these days shall be made on a rotating basis as needed to meet staffing requirements.
- d. In the event that staffing remains insufficient for holiday coverage, volunteers will be requested. If the staffing remains insufficient, it shall be provided from a seniority list with the least senior employee being utilized first. Once the list has been rotated through, the process will then begin again with the least senior employee.
- e. Switching of shifts or partial shifts between employees may occur after the schedule is posted with the manager's approval. Written requests must have the signature of the affected employees. The initially scheduled holiday shall be considered the holiday commitment.

Section 6. Employees occupying a position comprised of twelve (12) hour shifts exclusive of a one-half (0.5) hour unpaid meal period may address the reduced hours in one of the three (3) following ways:

- a. The employee may utilize available PTO for the reduced hours on a pay period basis. This use would be an exception to Article 10, Paid Time Off, Section 9.1.
- b. The employee may choose to work an extra shift to compensate for the lost time by picking up extra hours from the needs list.
- c. The employee may choose not to be compensated for the time.

Section 7. An employee assigned to an extended shift as of June 4, 1998 shall not have their extended shift involuntarily modified or discontinued for the purpose of creating a non-extended shift for the duration of this Agreement, so long as the same individual occupies the position.

Section 8. All provisions of this Agreement shall apply unless specified in this article.

### **Article 25 Uniform Policy**

Section 1. The Employer/Hospital shall maintain a Uniform Policy.

Section 2. Should either party desire to modify the existing Uniform Policy, such party shall notify the other party of its desire to negotiate modifications to the existing Uniform Policy.

### **Article 26 On-Call and Work in Progress**

During the negotiations that resulted in this collective bargaining agreement, the Employer/Hospital and the Union agreed to contract language regarding on-call. The following attachment is the procedure(s) that will be followed in assigning employees to be on-call, as agreed to Article 9, On-Call Pay.

#### **A. Work In Progress:**



Work in progress is defined for the purposes of this Memorandum of Understanding as an employee being engaged in a surgical or non-surgical procedure, the care of a post-surgical patient or a post procedural patient at the scheduled end of the employee's shift. The following process will be followed to staff at the end of the employee's work shift:

1. Every effort will be made to solicit volunteers from the available staff at work, to stay to complete the care of the patient.
2. If there are no volunteers, the individual on-call will be contacted and required to report to work or remain at work to perform the assignment. The time frame for work in progress will not exceed 30 minutes if the individual on call is in the building when called. If the individual on call needs to be called from home, the timeframe for work in progress will not exceed 45 minutes.
3. The scheduled employee may be required to remain at work until the individual on-call reports to work.

## **B. On-Call Procedure: Operating Room**

Section 1. All employees, upon completion of orientation, and with the approval of Staff Development and the Director of Perioperative Services are required to take a minimum of two (2) shifts of on-call per month subject to the procedures outlined below. Call shall be evenly distributed between qualified staff. Weekend shift hours are defined 10:45 pm Friday until 10:45 pm Sunday.

Section 2. Sign up for call:

- a. on a voluntary basis, any volunteer signing for a weekend call shift will not be required to take call another weekend shift that month;
- b. any work involving open-heart procedures will be covered by the open-heart team; including call for open-heart procedures;
- c. the scheduling employee or management will post a blank monthly on-call sign up calendar on the first weekday of the preceding month at 7:00 am (e.g., the March on-call sign up list will be posted the first weekday of February);
- d. employees who are not able to be physically present at the time of posting may give on-call preference to another peer to sign them up for call when the list is posted; employees may sign for two (2) on-call shifts up to and including the fifteenth (15th) of the month; after that, extra time may be signed for and no bumping will be allowed. No changes will be made in the schedule without the signatures of both parties involved.

Section 3. When taking call, if an employee is called into work and is on the posted schedule for the next morning, the following options will be available:

- a. report for duty up to a maximum of eight (8) hours after they punch out; or
- b. report to work at their schedule time. The exception will be when an employee is called in only once during their on-call assignment within two (2) hours prior to the beginning of their shift.

Section 4. If an employee is unable to cover their on-call time on a posted schedule, it is their responsibility to get coverage. The only exceptions shall be a death in the family, workers' compensation leave, disability leave, and extenuating circumstances beyond their control. In these circumstances, the manager is responsible to find coverage for the call. The employee agreeing to cover call at that time will



then assume all responsibility for that call. In the event an employee calls in for their scheduled shift and is on-call that day, the employee will indicate whether they are calling in for the on-call as well.

Section 5. In the event that there remain vacant shifts on the on-call list by the twentieth (20th) of the month, (e.g., February 20, for the March on-call sign up) call will be assigned according to the following guidelines:

- a. first to the employee or employees who have not fulfilled their commitment of two (2) shifts as in Section 1. above;
- b. on- call vacancies will be assigned by rotation on an inverse seniority basis, designated by an (a) symbolizing “on-call assigned” on the posted schedule; when an employee is scheduled to work the 7:00 am-3:00 pm shift on a Saturday or Sunday they cannot be assigned on-call the preceding shift (11:00 pm-7:00 am).

Section 6. In the event that an employee calls in for a scheduled weekend shift, the on-call person will cover their shift and the secretary or management will call for volunteers to cover the on-call vacancy for emergency surgeries.

Section 7. If an employee signs for call on a particular shift and the schedule is then posted with the employee on a regular shift that day, it is the management’s responsibility to replace the on-call shift. In order to provide a complete record and maintain fairness among the employees, the following symbols will be used on the posted to schedule:

- a. Assigned on-call (a);
- b. Down staffed (ds), which is defined as completing less than four (4) hours of the shift;

These symbols will be placed beside the employee’s name designating the status of their call, if applicable.

Section 8.

- a. Each January all employees will choose one (1) holiday they wish to be on call. Choices will be granted by seniority. If no volunteers, the manager will assign on-call on a rotating inverse seniority basis. No employee shall be expected or be assigned to take the same call holiday two (2) years in a row.
- b. If there is an employee who cannot perform their call assignment (resignation, DBL, etc.) the call will be posted and volunteers awarded. If there are no volunteers, the manager may assign call to the least senior employee who does not have a holiday.

Section 9. If an employee is scheduled to work the eve or the day of a holiday, they shall not be assigned on-call for that holiday. Employees working the holiday have the option to request the day after a holiday off, and shall be given preference to any other employee requesting off.

Section 10. If an employee is assigned to work during one (1) holiday weekend shift, that employee is not to be assigned another weekend holiday shift that year. (e.g., if the employee is assigned to work the Saturday prior to Easter, that employee cannot be assigned the proceeding Saturday or Sunday when Monday is the Holiday such as Fourth of July, Memorial Day, etc.)

Section 11. When taking call, if an employee is called into work and is on the posted schedule for the next morning, that employee shall be considered first for downstaffing considerations for that day.

Section 12. When a scheduled night shift is vacant due to a leave of absence or call off, on call may be offered to volunteers on a rotating basis starting with the most senior.

**C. On-Call Procedure Invasive Interventional Services to include: Neurology / Peripheral Vascular / Cardiac Catheterization Lab / Interventional Radiology**

Section 1. In order to provide a complete record and maintain fairness among the employees, the following symbols will be used on the posted schedule:

- a. Assigned on-call (a);
- b. Downstaffed (ds), which is defined as completing less than four (4) hours of the shift;

Section 2. All employees, upon completion of orientation and with the approval of the manager are required to take part in the on-call team subject to the procedures outlined below. Weekday shift hours are defined as 8:00 pm to 6:00 am. Weekend shift hours are defined as 8:00 pm Friday to 6:00 am Monday. Per diem employees shall not be required to assume on-call responsibility more than six (6) times per year.

Section 3. Sign Up for On Call:

- a. Weekend call will be evenly divided among employees taking call.
- b. Any call assignment will be made using the employees hired to work in each area (i.e., Catheterization Lab, Neurology, and Interventional). Cross trained employees may sign up on the needs list after completion of orientation.
- c. The scheduling of employees taking call will be made by management and will be posted on the schedule for each department at the time that the monthly schedule is posted.
- d. If there are open call shifts remaining, a needs list will be posted and employees may volunteer for extra call hours. Call will be assigned to volunteers. It will be first granted to employees who have less call hours until call time is approximately equal. Once those hours are approximately equal, seniority will be the deciding factor for any remaining hours.

Section 4. In the event an employee calls in on a scheduled on-call shift, the manager will ask for a volunteer to cover the shift and such shift will be evenly rotated. If there is no volunteer, the on-call shift will be assigned in inverse order of seniority on a rotating basis.

Section 5. A calendar for on-call will be posted with each new schedule. On-call may be split between two (2) or more employees as long as all on-call hours are covered accordingly.

Section 6. Holiday on-call shall be assigned on a volunteer basis in January of each year. If there are no volunteers to cover the holiday it will be assigned on a rotating basis in inverse order of seniority until the complete list has been rotated through. Employees may volunteer for multiple holidays. In the case that two (2) or more employees want the same holiday off, the employee with the highest seniority will be given off. An employee will not work the same holiday the next year unless they volunteer to do so.

Section 7. When taking call, if an employee is called into work and is on the posted schedule for the next morning, the following options will be available:

- a. report to work at their scheduled time; or
- b. report for duty up to eight (8) hours after they punch out.

In each case the employee must inform the manager by leaving a voice mail at the nurse's station in the holding room.

Section 8. When taking call, if an employee is called into work and is on the posted schedule for the next morning, that employee shall be considered first for early out/downstaffing considerations for that day.

Section 9. In accordance with the increased caseload of cardiac interventions and the emergence of primary interventions, an employee may be engaged in a case or the care of a post intervention patient at the end of the employees scheduled shift. The following process will be followed to ensure proper staffing and flow of the cardiac cath lab:

- a. Personnel shall be required to cover the cases at a rate of two (2) times the base pay until the time the employee can complete their assignment and the lab can function with the remaining call team only.
- b. The employees on the call team will begin call and receive their on-call pay upon total completion of that day's cases and closure of the cath lab, even if it closes before 9:00 pm.

Section 10. The employee assigned on-call will begin call at the conclusion of the cases for the day. The employees on-call will be the last staff member left to finish the last case of the day.

Section 11. If an employee cannot take on-call on their assigned holiday due to an approved leave, volunteers will be sought as replacements. If there are no volunteers, replacements will be assigned in inverse order of seniority on the on-call list. If an employee does not want to work their on-call assignments, the employee must find their own replacement.

#### **D. On Call: Non-Invasive Cardiology**

Section 1. All employees, upon completion of orientation and with the approval of the manager, are required to take part in the on-call team subject to the procedures outlined below. Weekday and weekend on call shift hours are defined as beginning when the last Sonographer leaves until the next Sonographer starts the following morning. Holiday on call shift hours are defined as 24 hours, 6:00 am-6:00 am the following morning. Per diem employees shall not be required to assume on-call responsibility.

Section 2. In the event an employee calls in on a scheduled on-call shift, the manger will ask for a volunteer to cover the shift. If there is no volunteer, the on-call shift will be assigned in inverse order of seniority on a rotating basis.

Section 3. A calendar for on-call will be posted with each new schedule. If an employee cannot work their on-call assignments, the employee must find their own replacement. On-call may be split between two (2) or more employees as long as all on-call hours are covered accordingly. On call is scheduled for one (1) week rotations starting on Mondays.

Section 4. If there are no volunteers to cover the holiday, it will be assigned by the manager on a rotating basis in inverse order of seniority until the complete list has been rotated through. Employees may volunteer for multiple holidays. An employee will not work the same holiday the next year unless they volunteer to do so.

Section 5. When taking call, if an employee is called in three (3) hours or less prior to the start of their scheduled shift and is on the posted schedule for the next morning, the following options will be available:

- a. Report to work at their schedule time, or

- b. Start their scheduled shift early. In this case, the employee must inform the manager. This employee shall be considered first for early out/down staffing considerations for that day, or
- c. Start their scheduled shift at a later start time with approval from the manager.

Section 6. If an employee cannot take on-call on their assigned holiday due to an approved leave, volunteers will be sought as replacements. If there are no volunteers, replacements will be assigned in inverse order of seniority on the on-call list.

## **Memorandum of Understanding 1 Site Rotation-Imaging Department**

Section 1. Day shift Radiology and Mammography Technologists will be hired into a regular position at either Mercy Hospital of Buffalo or Mercy Ambulatory Care Center (MACC). Day shift Employees hired to work at Mercy Hospital of Buffalo will only work at Mercy Hospital. Day shift Employees hired to work at MACC will be required to rotate to all of the other offsite locations of Mercy Hospital (MDTC, East Aurora and MCCC). Site rotation for day shift MACC employees will be assigned as evenly as possible. Evening and night shift employees at Mercy Hospital and MACC will be required to maintain their current site rotation requirements.

Section 2. Positions for the Imaging Department shall be posted in accordance with Article 12, Filling of Vacant Positions. Job postings will include primary work location.

Section 3. If it is determined that there is a need for additional staff to be trained at an off-site due to increased workload or decreased qualified staff, volunteers will be sought on a seniority basis. If there are no volunteers, the least senior employee(s) will be oriented and rotated to the site. Employees may rotate to more than one off-site on a voluntary basis. If there is still a need for staff and there are no volunteers, staff will be assigned in inverse seniority, then on a rotating basis.

Section 4. Requests to be scheduled at a specific site are accommodated, when possible, but may be limited by skill requirements and available staff.

Section 5. Employees may be requested to change work sites after the posting of the schedule to accommodate emergent staffing needs. Employees are expected to make every effort to comply with the site change. Management will consider and attempt to accommodate transportation hardships, which may result from short notice site changes.

Section 6. Staff shall rotate from one site to another during the course of a scheduled working day in emergency situations. Qualified volunteers will be sought to travel during a shift as needed on a seniority basis. If there are no volunteers, then the least senior qualified employee will be required to travel. Employees shall be reimbursed for travel as per CT Article 29, Travel.

Section 7. The management and the Union agree; they will meet quarterly for the purpose of evaluating the assignment of site rotation.

## **Memorandum of Understanding 2 Categories of Employees**

Section 1. A part-time employee is defined as one who is regularly scheduled to work less than fifteen (15) hours per week. This category of employment shall apply only to students working in the Food and Nutrition Department.

## **Memorandum of Understanding 3 Four Hour Shifts**

Section 1. The parties acknowledge that over the life of the previous Agreement, the Employer implemented four (4) hour shifts in:

- a. Patient Access (MACC);
- b. Patient Access (Mercy Hospital of Buffalo);
- c. Dietary & Nutrition Services (Mercy Hospital of Buffalo);

- d. Transport Department;
- e. Dietary & Nutrition Services (OLV);
- f. ED Clerk.

Section 2. The Union is willing to grandfather all existing four (4) hours shifts as outlined below:

- d. Patient Access (MACC & Mercy Hospital of Buffalo): 15
- e. Transport Department: 10
- f. ED Clerk: 2

Section 3. The Employer agrees that they will not create any new shifts which have less than eight (8) hours. The only exception will be that the Union will agree with the utilization of our (4) hours shifts at:

- a. Dietary & Nutrition Services (OLV);
- b. Dietary & Nutrition Services (Mercy Hospital of Buffalo); and
- c. Patient Care Services at OLV between the hours of 3:00 pm and 7:00 pm daily.

**Memorandum of Understanding 4  
Radiology/Mammography Vacation Allocation and Selection Process**

Section 1. Each week, two (2) FTE (37.5 hours) of vacation will be allowed for employees who work at Mercy Hospital and one (1) FTE (37.5 hours) of PTO will be allowed for employees who work at Mercy's offsite locations.

Section 2. In addition to the vacation weeks identified above, 0.5 FTE of PTO will be allocated for incidental PTO days for employees who work at Mercy Hospital and 0.5 FTE of PTO will be allocated for incidental PTO days for employees who work at Mercy's offsite locations.

Section 3. A separate selection process for employees who work at Mercy Hospital and a selection process for those who work at Mercy's offsite locations will occur simultaneously. The process will be as follows:

- a. First Pass: The Imaging Director or their designee will contact each employee, starting with the most senior to select their vacation; either in-person or electronically. In the first pass, they will select one (1) week. Their selection may be from prime or non-prime weeks. This process will continue in order of seniority until all employees have selected one (1) week.
- b. Subsequent Passes: The Imaging Director or their designee will contact each employee, starting with the most senior to select their vacation; either in-person or electronically. Employees will select one (1) week, which may be from prime or non-prime weeks. This process will continue in order of seniority until all employees have selected one (1) week.

The process described in subsequent passes will continue until all employees have selected all of their vacation.

**Memorandum of Understanding #5  
Overtime**

This is to document the understanding of the parties as it relates to the scheduling assignment of overtime referenced in Article 25, Overtime, of our collective bargaining agreement.

1. Overtime shall be worked only when authorized in advance, by the appropriate supervisor.
2. The Employer/Hospital and Union agree that overtime shall be assigned on a voluntary basis and that such assignments be equally distributed. As a prerequisite to prevent unusual event or crises in the coverage of health services, the following steps should be undertaken by the Employer/Hospital.
  - a.) Appropriate staffing complements shall be established and maintained.
  - b.) Schedules shall be posted complete and in accordance with appropriate staffing complements.
  - c.) Appropriate float pools, voluntary overtime lists, call-in lists, per diem lists, and a needs list shall be established and utilized.
3. Mandatory overtime may only be considered in cases of an unusual event or crisis situation. Should such an event occur after all other alternatives, including management staffing and use of agency personnel, have been tried and still have failed to meet patient care needs, the appropriate department manager shall call and inform the designated Union representative. The following shall then apply:
  - a.) The least senior qualified employee shall be designated to work the assignment.
  - b.) Such employee shall be paid for all hours worked on such assignment at a rate of time and one-half the employee's regular rate of pay.
  - c.) The assignment shall generate a meeting between the Union and appropriate Director and manager within forty-eight (48) hours to review the incident to:
    - i.) verify the crisis state of the event;
    - ii.) attempt to resolve the problem to prevent such future events;
    - iii.) to determine the appropriateness of the penalty, if applicable, and pay the employee at the rate of double time for avoidable events;
    - iv.) review any anticipated disciplinary action. Refusal of a mandatory overtime assignment shall not be just cause for termination

**KENMORE MERCY HOSPITAL  
REGISTERED NURSE**



## **Article 1 Recognition**

Section 1. The Employer/Hospital hereby recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees in the collective bargaining unit certified by the National Labor Relations Board in case No. 3-RC-9876.

Included: All full-time, part-time, and per diem Registered Nurses employed by the Employer/Hospital at its Elmwood Avenue, Kenmore; Riverside/Blackrock Family Care, Buffalo; Ken-Ton Family Care and Tonawanda facilities.

Excluded: All nurse practitioners, other professional employees, office clerical employees, technical employees, service and maintenance employees, and guards as defined in the Act.

Section 2. The Employer/Hospital shall provide the Union on a monthly basis, a list of all newly hired employees and additions to the bargaining unit, a list of terminations and deletions from the bargaining unit, a list of name and address changes, and an alphabetical bargaining unit list with the last four digits of the employees' social security numbers.

## **Article 2 Union Representation**

Section 1. The Union may select from employees in the bargaining unit union stewards for the purpose of handling grievances or for any other legitimate union business. Union officers, executive board members and chief stewards shall be considered to be stewards for the Union.

Section 2. The Union shall furnish the Employer/Hospital with a list of designated union stewards inclusive of name, work area and shift on an annual basis. The Union will then give written notice to the Employer/Hospital of any change in stewards as they occur.

Section 3. Stewards who are requested by the Employer to attend meetings, including corrective action investigations or processing of grievances during work time, will be paid as time worked for such time. During such paid time, stewards shall restrict their activities to the handling of grievances and administration of this collective bargaining agreement. The Employer will not pay stewards for union activities that are not requested or required by the Employer.

If the Employer and the Union mutually agree to schedule a grievance or investigatory meeting during an employee's shift, prior to the beginning of a shift or after the completion of a shift, the steward/employee will be paid for all time spent in such meeting.

Section 4. During work hours, the union stewards shall obtain the approval of their supervisors, where appropriate, before attending to grievance matters or administration of the contract. Such approval shall not be unreasonably withheld.

Section 5. Local union officers and the executive board members shall be granted unpaid time as outlined below to perform the duties of their offices without loss of category of employment or benefits:

- a. president of the local up to eight (8) days per pay period;

- b. union officers up to six (6) days per pay period; and
- c. executive board members, up to five (5) days per board member, per pay period non-cumulative. It is the intent of the Union that there will be one (1) Executive Board member to represent both the Kenmore Mercy Registered Nurses and the Technical employee bargaining units.

The local union shall provide notice of such time off prior to the posting of the schedule for the date(s) requested. Should notice not be provided prior to the posting of the schedule it will be the responsibility of the Union to obtain a replacement for the individual. The replacement may not result in an overtime situation unless approval is obtained from the appropriate manager.

If a union officer or executive board member, employed by Kenmore Mercy Hospital, spends time in the representation of members of the bargaining unit as outlined in Section 3. above, the union officer or executive board member shall be provided paid time, excused from work, for that purpose. It is agreed and understood by the parties that the paid time referred to in this section shall not exceed seven and one-half (7.5) hours/week.

Section 6. All employees who are excused from work with or without pay will maintain their status (category of employment) and will not lose any benefits including those provided for under the retirement plan.

By no later than February 1<sup>st</sup>, the Union will provide the Employer/Hospital with an excel spreadsheet showing the prior year's actual hours worked and wages paid as union time. If the employee's earnings from the Union are equal to or greater than the total of the employee's excused hours multiplied by the employee hourly rate then the total of the excused hours times the hourly rate will be used, combined with W-2 earnings from Kenmore Mercy Hospital, to get total earnings for pension accrual. The Employer will provide a copy of the annual report documenting the amount of pension credit given to each member entitled to such credit. The Employer shall provide this report no later than June 1<sup>st</sup> of each year.

Section 7. The Employer/Hospital may create vacant regular positions for the hours scheduled off for the executive board member. The Union shall provide the Employer/Hospital at least thirty (30) calendar days' notice of such return.

Section 8. Employees who are elected or appointed to a bargaining committee, for the purpose of negotiating a successor to this Agreement, will be excused from work without pay for contract negotiations and union bargaining caucus.

Section 9. The Employer may grant requests for unpaid excused absence time to bargaining unit employees to attend Union leadership seminars, training sessions, conventions, district meetings, conferences, and to administer the contract. Such request shall not be unreasonably denied. Written requests for such leave shall be made to the Employer at least two (2) weeks before the schedule is posted and will be collectively limited to one hundred fifty (150) days per calendar year without loss of benefits. Time spent by bargaining unit members attending the Union's steward training shall be excluded from the one hundred fifty (150) day limit. No bargaining unit employee shall attend such steward training more than once.

Section 10. The Employer/Hospital will provide union representatives thirty (30) minutes of time to meet with new employees covered by this Agreement during the initial week of employment at a time and location to be determined by the Employer/Hospital.

Section 11. The Union will be granted access to hospital conference rooms when requested and approved in advance, based on availability, for the purpose of conferring with bargaining unit employees regarding grievances and administration of the contract.

### **Article 3 Categories of Employees**

Section 1. A full-time employee is defined as one who is regularly scheduled to work:

- a. thirty-seven and one-half (37½) hours in a work week for employees working eight (8) hour shifts;
- b. thirty-eight (38) hours in a work week for employees working ten (10) hour shifts;
- c. thirty-four and one-half (34½) hours in a work week for employees working twelve (12) hour shifts;
- d. thirty-seven and one-half (37½) hours in a work week for employees working thirteen (13) hour shifts.

Section 2. A part-time employee is defined as one who is regularly scheduled to work less than thirty-four and one half (34 ½) hours in a work week but fifteen (15) or more hours in a work week.

Section 3. A temporary employee is defined as one who is hired for a specific job of limited duration in accordance with the provisions of Article 4, Temporary Employees.

Section 4. A weekend employee is defined in Article 6, Weekend Employees.

### **Article 4 Temporary Employees**

Section 1. A temporary employee is an employee designated as such, hired for a specific job of limited duration not exceeding six (6) months. This period may be extended for up to another six (6) months by mutual agreement of the Employer/Hospital and the Union. Temporary employees shall be considered part of the bargaining unit.

Section 2. Temporary employees will not be utilized to do bargaining unit work which can be performed by available qualified laid off employees.

Section 3. If a temporary employee is selected to fill a permanent position, the employee's original date of hire will be maintained, but the employee's probationary period will begin on the date they begin work in the regular position. Temporary employees who actually work six (6) months or more on a temporary basis and thereafter become permanent employees shall not be subject to the probationary period outlined herein.

Section 4. If the Employer/Hospital desires to permanently fill a position that has been filled by a temporary employee, the position shall be filled through the normal process as outlined in Article 14, Filling of Vacant Positions.

### **Article 5 Hours of Work**

Section 1. The work week for all employees covered by this Agreement will begin on Sunday morning at 12:01 am after Saturday midnight, and ends the following Saturday at midnight.

Section 2. The below shift definitions are for shift designation only, and not for the purposes of shift differential pay. Shift Differential Pay shall be paid according to Article 24, Shift Differential. The regular work shifts shall be:

- a. The regular work shifts for employees working twelve (12) hour shifts, including the thirty (30) minute unpaid meal period will be:
  1. Day Shift: Majority of hours worked between 6:30 am and 7:00 pm; A 9:00 am – 9:00 pm shift is designated as a day shift.
  2. Evening Shift: Majority of hours worked between 11:00 am and 11:00 pm; and
  3. Night Shift: Majority of hours worked between 6:30 pm and 7:00 am
  
- b. The regular work shifts for employees working ten (10) hour shifts, including the thirty (30) minute unpaid meal period will be:
  1. Day Shift: Majority of hours worked between 7:00 am and 5:00 pm; A 9:00 am – 7:00 pm shift is designated as a day shift.
  2. Evening Shift: Majority of hours worked between 1:00 pm and 11:00 pm; A 10:00 am – 8:00 pm shift is designated as an evening shift; and
  3. Night Shift: Majority of hours worked between 10:00 pm and 8:00 am
  
- c. The regular work shifts for employees working eight (8) hour shifts, including the thirty (30) minute unpaid meal period shall be:
  1. Day Shift: Majority of hours worked between 7:00 am and 3:00 pm;
  2. Evening Shift: Majority of hours worked between 3:00 pm and 11:00 pm; A 11:00 am – 7:00 pm shift is designated as an evening shift; and
  3. Night Shift: Majority of hours worked between 11:00 pm and 7:00 am

The Employer/Hospital reserves the right to determine the hours of work for any vacant position.

Section 3. Due to the nature of the work performed by the Employer/Hospital as an institution which provides around the clock care of patients, all work schedules will be established in the best interest of meeting patient care needs. It is understood that as department needs change, the work schedule may also change.

Section 4. Should it be necessary to make a change in the work hours of an occupied position(s), including the establishment of varying starting and ending times, the Employer/Hospital will provide at least thirty (30) calendar days' notice to the affected employee(s) and to the Union prior to the implementation date. The Employer/Hospital will request volunteers from within the job classification and department/Clinical unit affected. If there are insufficient volunteers, the position(s) occupied by the least senior employee shall be designated for the change.

Section 5. Should it be necessary to make a change in the hours of operation in any clinical unit or department, the Employer/Hospital will produce a suggested change in writing at least thirty (30) calendar days prior to its proposed implementation and give the Union an opportunity to bargain over the effects on affected RNs.

Section 6. One (1) week before the final schedule is to take effect, the Employer/Hospital will provide at least a four (4) week advance work schedule, which encompasses the next calendar month. The posted

schedule may not be changed without the written approvals of the responsible nurse manager or their designee and the affected employee. The Union will be provided with a copy of the schedules for each unit on a monthly basis.

Section 7. In preparation for the next work schedule, the Employer/Hospital recognizes that there may be occasions when employees would want to be off. In such situations, employees shall submit requests as follows:

- a. request shall be in writing by the fifth (5th) day of the preceding month. The pre-schedule will be posted with a needs list of extra shifts available, one (1) week prior to the posting of the final schedule. The final schedule will continue to be posted one (1) week prior to the start of that schedule.
- b. in cases where requests exceed approvals available, approval shall be granted in the following order:
  1. paid time off days in increments of one (1) week or more and approved three (3) months in advance;
  2. request for single PTO days which results in a reduction of scheduled budgeted hours for that week;
  3. requests not to be scheduled for a given day.

In the event of multiple requests under 2. and 3. above, seniority will be the determining factor.

Section 8. Any employee desiring to schedule a day off during the period of the posted schedule must find a qualified employee replacement. Such request may be for a full or partial shift, must be in writing, and shall be approved by the appropriate nurse manager or their designee, and may not result in overtime.

Section 9. Flexible work plans involving one or more individuals in a specific clinical unit/department may be adopted or discontinued by the Employer/Hospital. The Employer/ Hospital shall provide the Union with forty-five (45) calendar days' notice of such adoption or discontinuance.

Section 10. The Employer/Hospital will schedule every third weekend for full-time and part-time employees. Weekends are defined as Saturday and Sunday. Employees will be scheduled off at least twenty-six weekends (Saturday/Sunday) per calendar year.

Section 11. If an employee is absent on a scheduled weekend of work, they will be required to make up the missed weekend duty according to the staffing needs of the unit or department within the next two (2) schedules unless:

- a. the employee is on bereavement leave and the missed weekend duty occurs during such leave;
- b. the employee is on disability or workers' compensation in excess of seven (7) consecutive days;
- c. the employee is not needed according to the staffing requirements of the unit within the next two (2) schedules following the missed weekend; and
- d. the employee is hired for a specific weekend requirement or has requested and is regularly scheduled to work weekends.

Section 12. All employees working seven and one-half (7.5) hour shifts shall normally be scheduled twelve (12) hours between scheduled shifts, unless the employee agrees to be scheduled otherwise. Any

employee who has agreed to work an additional consecutive shift may request their next scheduled shift off if such shift begins less than ten (10) hours from completion of the additional consecutive shift. Such request may not be unreasonably denied.

Section 13. Meal and rest period will be scheduled as follows:

- a. employees working at least five (5) or more consecutive hours in a normal work day shall be entitled to a fifteen (15) minute rest period;
- b. employees working more than six (6) consecutive hours in a normal work day shall be entitled to a thirty (30) minute unpaid meal period;
- c. employees working at least eight (8) or more consecutive hours in a normal work day shall be entitled to a thirty (30) minute unpaid meal period and one fifteen (15) minute rest period;
- d. employees working a twelve (12) or thirteen (13) hour shift in a normal work day, shall be entitled to one thirty (30) minute unpaid meal period and two fifteen (15) minute rest periods.

Special assignments of meal periods and rest periods shall be made by the assigned charge RN. The Employer/Hospital shall provide for relief from work duties during scheduled meal and rest periods. Should an employee be required by virtue of workload, to work through a normal meal period, the meal period shall be treated as time worked.

Section 14. Employees shall record their time worked on an automated system designated by the Employer/Hospital. Employees shall be paid for all time worked.

Section 15. It is agreed that extra available shifts will be distributed to qualified employees in the following way:

- a. A needs list with all extra shifts will be included with the posting of the schedule and will remain posted for seven (7) days, Friday to Friday for all full-time, part-time and weekend nurses.
- b. Extra available shifts will be distributed to qualified employees in the following way:
  1. All extended shift employees who wish and are entitled will be given four (4) extra hours per week to compensate for the decrease in hours according to Article 17, Extended Shifts.
  2. All part-time and full-time employees for whom the extra hours will not amount to overtime shall be considered next based on seniority.
  3. All per diem employees to meet their two (2) shift minimum requirement.
  4. All weekend employees for whom the extra hours will not amount to overtime.
  5. Per diem employees signing up to work above their two (2) shift minimum requirement.
  6. All full-time, part-time and weekend employees based on seniority.
  7. Cross-trained RNs will sign up for extra shifts on the units which they are qualified to work.
  8. Per Diem Employees for whom the extra hours will incur overtime.

Per Diem employees may be scheduled to work on either the advance work schedule or the final work schedule.

## **Article 6 Weekend Employees**

Section 1. Employees hired to work in this capacity shall be paid in accordance with CT Article 58, RN Salaries.

Section 2. A weekend employee is defined as one who is hired to work and is regularly scheduled to work two (2) shifts (Friday/Saturday or Saturday/Sunday) between the hours of Friday 7:00 pm and Monday 7:00 am. Weekend employees will be required to work the same shift duration as the unit/department to which they are assigned.

Section 3. Weekend employees that work during the week will be compensated in accordance with the wage schedule contained in CT Article 58, RN Salaries.

Section 4. Employees in this category of employment are eligible for shift differential in accordance with Article 24, Shift Differential and CT Article 58, RN Salaries.

Section 5. An employee hired to work in this capacity shall be eligible for legally required benefits.

Section 6. Employees hired to work in this capacity shall be required to work every weekend. Employees in this category of employment shall be scheduled a maximum of ten (10) shifts off per calendar year without pay except as outlined in Section 8 below. In the event a weekend employee experiences a loss addressed in CT Article 16, Bereavement Leave, they shall be approved for up to a maximum of an additional two (2) shifts off without pay according to the conditions set forth in that Article. Time off requests will be approved as follows:

- a. Requests for weekends off must be submitted to the manager as per Article 5, Hours of Work.
- b. An employee's manager must approve requests for weekend days off.
- c. No more than two (2) weekend shifts may be scheduled off per year, during the week prior to the week in which a holiday (as defined under Article 11, Paid Time Off) occurs. Weekend employees may take two (2) weekend days off in the period between June 1 and September 15. If no other employee has requested and has been approved for the time, the weekend employee may request the additional time off in the above referenced time frames.
- d. When there are requests from more than one (1) employee for the same time off, the procedure in Article 5, Section 7, Hours of Work shall apply.

Section 7. Weekend employees will be required to attend mandatory in-service programs in accordance with Employer/Hospital policies and shall be paid for such time.

Section 8. Employees in this category of employment may volunteer to work additional shifts after employees have had their schedules determined, and as outlined in Article 6, Hours of Work. If an employee in this category works an extra shift(s) during a work week (Monday-Friday or Sunday-Thursday), they shall accrue PTO for those shifts up to maximum two (2) full shifts per year. PTO accrual rates are outlined in Article 11, Paid Time Off.

Section 9. Weekend employees will accrue seniority as per Article 13, Seniority.



Section 10. Employees in this category of employment will be required to work holidays that fall on a weekend and will be compensated for all hours worked on the holiday as defined in Article 11, Paid Time Off.

Section 11. If a full-time or part-time employee transfers into a weekend position, the employee's unused PTO will be paid within four (4) weeks from the date of transfer. The employee may choose to leave two (2) shifts of PTO in their bank. These shifts will be paid out at their base rate.

Section 12. Regular employees that transfer into a weekend position will have all accrued unused long term sick time frozen in their Extended Sick Bank (ESB) for the duration of their time as a weekend employee. If a weekend employee transfers into a full-time or part-time position their ESB will be available for use as per CT Article 50, Extended Sick Leave.

Section 13. If a weekend employee is subject to layoff, they will be entitled to pursue a position in the bargaining unit in the weekend employee category of employment and in the sequence outlined in Article 16, Layoff and Recall. If the weekend employee category of employment is eliminated or if the least senior weekend employee is subject to layoff, the weekend employee shall be entitled to pursue a position in the bargaining unit in the part-time category of employment.

Section 14. Employees in this category of employment will be floated, as per Article 23, Floating and will be assigned low census days as per Article 9, Low Census.

Section 15. All of the provisions of this Agreement shall apply unless otherwise specified in this Article.

## **Article 7 Weekend Assignment in the ED**

The following language will apply to RNs in the ED and shall supersede Article 5, Section 11, Hours of Work of the CBA:

Section 1. Scheduled weekend work shall be evenly divided among RNs assigned to the ED in groups A, B, & C.

Section 2. Any RN who accepts a position in the ED must adhere to the weekend work schedule of the department regardless of the number of previous weekends worked prior to the effective start date on the new department/unit.

Section 3. If any employee is absent, on any scheduled weekend shift of work, they will be required to make up the missed weekend duty according to the staffing needs of the unit or department unless:

- a. the employee, in accordance with established practice, is not scheduled to work weekend duty for which the employee would otherwise be scheduled to work because the employee is taking vacation week(s) immediately prior to or following such weekend duty. It is understood by the parties that the employees shall be off the weekend immediately prior to the start of their vacation and the weekend immediately following vacation;
- b. the employee is on bereavement leave and the missed weekend duty occurs during such leave;
- c. the employee is on Disability or Workers' Compensation in excess of seven (7) consecutive days;
- d. the employee is not needed according to staffing requirements of the unit within the next



- two (2) schedules following the missed weekend;
- e. the employee is hired for a specific weekend requirement or has requested and is regularly scheduled to work weekends;
- f. the employee is scheduled off due to a major holiday on what would have normally been a scheduled Sunday to work.

### **Article 8 Shift Rotation**

- Section 1. Shifts shall be rotated on the same basis as in the past. In scheduling the evening shift:
- a. those nurses who are exclusively scheduled to work evenings shall be scheduled first, then Day/Evening (D/E) nurses who prefer to work evenings shall be scheduled next;
  - b. the remaining evening shift assignments shall be scheduled on a rotating basis and shall be evenly distributed among those nurses who are scheduled to work primarily the day shift, (that is, no such nurse shall be scheduled for two [2] evening shifts until all such nurses have been scheduled for one [1]);
  - c. where additional evening shifts are required, the least senior employee on the unit will be scheduled for such evening shifts for that particular schedule, consistent with the above;
  - d. employees who have twenty-five (25) or more years of seniority, shall not rotate to the evening or night shifts unless they specifically request to do so.

### **Article 9 Low Census**

- Section 1. If it becomes necessary to reduce the number of employees in a particular department or unit, the reduction will be completed using the Low Census procedure. It is understood that no low census will be done until the ED census and the OR schedule have been evaluated:
- a. Where low census reductions are needed, employees will first be assigned to float to available assignments. The exceptions to this float rule shall be OR. In this unit, employees will be offered the opportunity to use low census hours before they are asked to float. The exception above will not apply if there is an emergency staffing situation. For the purposes of this section, “emergency” is defined as that which could not be prudently planned for by the Employer.
  - b. Where low census reductions are needed on a shift to shift basis, voluntary low census hours or shift will be granted, if possible, following the guidelines under equitable rotation below.
  - c. As assessed on a daily basis, employees in a specific department or unit will be required to take mandatory low census hours or shift on an equitable rotation. Equitable rotation shall be as follows:
    - 1. Volunteers will be solicited in descending seniority by calls to their homes, on a rotational basis.
    - 2. The first person contacted who volunteers shall be given the low census hours or shift.
    - 3. If there are sufficient volunteers, those returning the call and volunteering shall be selected on a first-come basis to the extent needed.

4. If there are insufficient volunteers, then on a rotating basis, the least senior employee on the unit shall be required to take mandatory low census hours or shift. In that event, the Nurse Manager shall not perform duties that would not ordinarily be done by them if the Registered Nurse were not on mandatory low census hours or shifts.
5. The scheduled charge employee shall not have the option of volunteering or being rotated, unless a suitable replacement is available.

Section 2. An employee taking low census hours or shift will be given credit toward benefits (accrual of paid time off, extended sick day accrual, health insurance and pension). The maximum number of mandatory low census hours will not exceed the number of hours equal to one (1) regularly scheduled shift per pay period, up to and including six (6) shifts per year for any employee.

Section 3. Low Census of three (3) hours or less will not be counted in the tracking of time for equitable rotation. When tracking low census rotation, any time greater than three (3) hours but less than the entire shift, shall count as ½ turn for the purposes of equitable rotation. All low census requires approval of the manager or supervisor on duty.

Section 4. Low census paid time off and low census without paid time off will be utilized to account for the balance of the shift. The request for paid time off must be made by the employee, otherwise the difference remains unpaid.

Section 5. There will be no low censusing that causes split shifts, unless the employee voluntarily agrees.

Section 6. Per diem, agency or temporary employees will not be assigned to work on units for which an employee who is on mandatory low census status is qualified.

Section 7. Employees will be notified a minimum of one (1) hour but not more than eight (8) hours in advance of each shift for which a mandatory low census hours or shift is assigned. In the event such notice is not given, the affected employee receives two (2) hours pay at regular rate. Should the Employer/Hospital make a bona fide attempt to notify the employee of a cancellation of shift but be unsuccessful in doing so, this pay provision will not apply. It will be the responsibility of the employee to maintain a current telephone number listed with the Nursing Office. Failure to do so excuses the Employer/Hospital from the notification requirement.

The OR, PACU, ASU, IR and Pre-Surgical Testing will be allowed to continue the practice of notifying the staff as early as the day before.

Section 8. If such employee is assigned any work, they will be guaranteed a minimum of four (4) hours on that day. An employee who volunteers or is assigned to work such a temporarily reduced shift at the request of the Employer/Hospital will not have a reduction in benefits.

Section 9. Any RN returning from disability, workers' compensation, or an FMLA qualified leave of absence; and newly hired RNs who have completed the probationary period, will have special consideration regarding voluntary low census. At the time the RN's leave begins, the voluntary low census turns will be frozen. When the RN returns, the highest number of voluntary low census turns taken by any one RN on their unit during the leave of absence will be added to the frozen number and a new number awarded (e.g., before disability RN "A" had four (4) voluntary low census turns. During the leave, RN "B" had the highest number of turns, with three (3). RN "A" will have an adjusted number of seven (7) upon return to duty). A newly hired RN will, upon completion of the probationary period, receive the same number of voluntary

low census turns as the RN with the highest number of voluntary low census turns in the unit for that low census year.

Section 10. Any RN who transfers to another department/unit shall bring their voluntary/mandatory low census turns with them to their new department.

**Article 10**  
**On-Call Procedure Operating Room, Post Anesthesia Care Unit,**  
**Interventional Radiology & Dialysis**

Section 1. All RNs upon completion of probation and with the approval of their Nurse Manager are required to take on-call. On-call shall be evenly distributed between qualified staff on an assigned day basis in accordance with present practice. The call scheduled for weekdays is posted on a monthly schedule. On-call hours are defined as:

- a. OR weekday call will be 8:00 pm – 7:00 am;  
OR weekend call will be Sat. 7:00 am – Sun. 7:00 am; and  
Sun. 7:00 am – Monday 7:00 am
- b. PACU weekday will be 9:00 pm – 8:00 am;  
PACU weekend will be Sat. 8:00 am – Sun. 8:00 am; and  
Sun. 8:00 am – Mon. 8:00 am
- c. Radiology weekday will be 4:30 pm – 8:00 am;  
Radiology weekend will be Sat. 8:00 am – Sun. 8:00 am; and  
Sun 8:00 am – Mon. 8:00 am
- d. Dialysis Mon-Sat call will be 7:00 pm – 7:00 am;  
Dialysis Sunday call will be 7:00 am – Mon. 7:00 am

Section 2. Weekend on-call shall be assigned on a rotating basis and may be changed with the mutual agreement of the employee and Nurse Manager/designee. If there are no volunteers, the Nurse Manager/designee will assign on-call on a rotating inverse seniority basis until the entire list of eligible employees has been rotated through.

Section 3. Weekend on-call shall be assigned by January 1 of each year by the Manager for the entire year. In the OR, a qualified scrub and circulator nurse will be scheduled. Call may be changed with mutual agreement of the employee and the Nurse Manager.

Section 4. By January 1 of each year, all RNs shall choose which holiday they wish to be on-call. Assignment of holiday on-call shall be completed in order of seniority. If an employee wishes to volunteer, they may do so. If there are no volunteers, the Nurse Manager may assign on-call on a rotating inverse seniority basis. No employee shall be expected or assigned to take call the same holiday two (2) years in a row. Holiday on-call is for twenty-four (24) hours.

In the event that there are no scheduled elective cases during a regular workday, the on-call weekday will revert to a twenty-four (24) hour day.

Section 5. In the event that the scheduled on-call person is unable to meet their obligation, the on-call person shall seek volunteers. If there are no volunteers, the Nurse Manager may assign the on-call on a rotational inverse seniority basis, using employees already working that day. No employee shall be expected to cover on-call if they are on a day off or scheduled PTO.

If the failure to fulfill the obligation is due to permanent separation of employment, and a replacement employee has been hired, the replacement employee shall take the call obligation.

Section 6. RNs may trade or give away their on-call as long as they have found a qualified replacement with the approval of the Nurse Manager.

Section 7. No employee shall be expected to take on-call if they are on vacation or a regularly scheduled day off, or take call the last day worked prior to scheduled PTO.

Section 8. If a Registered Nurse is on New York State Disability, Workers' Compensation, bereavement leave, or leave of absence, they shall not be expected to make up their missed call.

Section 9. If an additional RN is needed to assist with an on-call procedure it shall be offered on a rotating basis beginning with the most senior employee. Registered Nurses will be paid a minimum of four (4) hours at their base hourly rate plus a one hundred dollar (\$100.00) lump sum payment for each occasion they are called in when not on an on-call shift. Any RN who does not want to participate in this bonus program can sign a declination form, which means that they will not be offered this bonus. The form may be rescinded, in writing, at any time.

Section 10. The on-call schedule shall be posted at the same time as the monthly schedule and shall not be changed without the employee and Nurse Manager's consent.

Section 11. In the OR when a long case(s) approximately four (4) hours or more in length are scheduled on Friday for Saturday, the call team will work for the long case that is scheduled. Volunteers will be solicited in descending order of seniority for a second call team for the hours on Saturday in which the first call team is doing a long case. The assigned call will be for a minimum of six (6) hours. After the case(s) is completed, the second call team will no longer be needed.

If on Friday there are insufficient volunteers for the second on-call team, the lowest senior person working on that Friday will be assigned on an equitable rotation. This will be done on an inverse seniority basis.

If a second call person is needed for PACU (based on the case), the process above will be followed.

Section 12. When taking call, if an RN is called into work and is on the posted schedule for the next morning, the following options will be available:

- a. report to work at their scheduled time;
- b. report for duty up to eight (8) hours after they punch out.

In each case, the RN must inform the Nurse Manager or Nursing Supervisor of their decision. If the employee elects option b. above, the employee shall have the option to take the time as unpaid low census or scheduled PTO.

Section 13. When a department is closed due to lack of work, call will be offered to the person that is scheduled to be on call that day. In the event that the call person is unable or does not want to assume the call responsibility at the start of low census, the call will be offered to the highest senior person being low-censused. If no one working accepts the call, it will be assigned to the lowest senior person being low-censused, at the time the department closes. On call will start at the beginning of low census and will end with the start of the scheduled on-call hours as defined in Section 1. Call will revert to the scheduled call person at the time it is scheduled to begin. All employees will be paid according to Article 25, On call.

Section 14. All attempts will be made to move patients who have recovered to the appropriate patient care setting including, but not limited to, the Ambulatory Surgery Unit (ASU) or the Intensive Care Overflow Unit.

It is understood that the on-call staff is for emergency cases.

Section 15. In the OR, the RN shall not be scheduled to work 10:00 am to 6:00 pm while on call, unless requested by the employee.

Section 16. In instances where an RN works for sixteen (16) hours or more and requests relief, the Hospital will call in another RN on a rotating basis beginning with the most senior employee. Such employee shall be paid a minimum of four hours at their base hourly rate plus a \$100 lump sum payment for each occasion they are called in when not on an on-call shift.

**Article 11  
Paid Time Off**

Section 1. All full-time employees, hired before 2/1/02, are eligible for Paid Time Off (PTO) according to the following schedule:

Length of Service	Accrual Rate	Maximum per pay	Maximum Accrual (Hours/Days)	Maximum Balance in employee bank (Hours/Days)
19 years to less than 24 years (228-287 months)	0.162 X each hour paid	12.15 hours	315 Hours (42 Days)	367.50 Hours (49 Days)
24 years and following (288+ months)	0.165 X each hour paid	12.41 hours	322.5 Hours (43 Days)	375.00 Hours (50 Days)

Section 2. All full-time employees hired on or after 2/1/02 are eligible for Paid Time Off (PTO) according to the following schedule:

Length of Service	Accrual Rate	Maximum Accrual (Hours/Days)	Maximum Balance in employee bank (Hours/Days)
Date of hire to less than 3 years (0-35 months)	0.085 X each hour paid	165.0 Hours (22 Days)	217.0 Hours (29 Days)
3 years to less than 4 years (36-47 months)	0.089 X each hour paid	172.5 Hours (23 Days)	225.00 Hours (30 Days)
4 years to less than 9 years (48-107 months)	0.108 X each hour paid	210.0 Hours (28 Days)	262.50 Hours (35 Days)
9 years to less than 15 years (108-179 months)	0.127 X each hour paid	247.50 Hours (33 Days)	300.00 Hours (40 Days)
15 years to less than 24 years (180-287 months)	0.147 X each hour paid	285.00 Hours (38 Days)	337.50 Hours (45 Days)
24 years and following (288 + months)	0.166 X each hour paid	322.50 Hours (43 Days)	375.00 Hours (50 Days)

Section 3. All part-time employees are eligible for Paid Time Off (PTO) according to the following schedule:

Length of Service	Accrual Rate	Maximum Accrual (Hours/Days)	Maximum Balance in employee bank (Hours/Days)
Date of hire to less than 9 years (0-107 months)	0.069 X each hour paid	135.00 Hours (18 Days)	187.50 Hours (25 Days)
9 years to less than 24 years (108-287 months)	0.108 X each hour paid	210.0 Hours (28 Days)	262.50 Hours (35 Days)
24 years and following (288 + months)	0.154 X each hour paid	270.0 Hours (36 Days)	288.0 Hours (38.4 Days)

Section 4. Eligible employees accrue PTO from their date of hire but cannot begin using their accumulated time until completion of three (3) months of continuous service. Prior to completion of three (3) months of service an employee may take time off without pay. During their probationary period, newly hired employees shall only be permitted to use PTO for the reasons set forth in the New York State Paid Sick Leave law.

Section 5. An employee changing from an ineligible to an eligible status (e.g., per diem to full time) will begin accruing PTO from the first full pay period from the date of the change providing they have satisfied their probationary period.

Section 6. A former employee who is rehired shall not be eligible for PTO unless they have satisfied their probationary period.

Section 7. If an employee changes from full-time to part-time status, there shall be no change in benefit date. In addition, the part-time employee is able to carry over up to fifty percent (50%) of the Paid Time Off maximum accrual allowed based on their part-time service category. In addition, the part-time status will have their Paid Time Off vested accrual paid out effective the following first pay period after the employee's change has taken effect.

Section 8. PTO is accrued for every hour an employee is paid, including worked hours, Union Representation time under Article 2 and paid benefit hours up to a maximum of seventy-five (75) hours per pay period.

Section. 9. All PTO is paid as a terminal benefit provided two weeks' notice has been given. The payment will be made on the pay date following the employee's last day of employment. Upon the death of an employee with a PTO balance, accrued PTO will be paid to the employee's estate.

Section 10. To the extent possible and consistent with Employer/Hospital needs and requirements, managers will attempt to recognize the personal preferences of employees with respect to the length and timing of PTO. In order to maintain an equitable system of scheduling PTO, the following guidelines must be followed. PTO is defined as a reduction in budgeted hours. It does not apply to a "requested day off" (ie RO).

- a.) an employee's nurse manager must approve the use of all PTO;
- b.) all PTO must be requested in advance of the time needed except for instances of illness or other unforeseeable emergencies;

- c.) unscheduled tardiness of less than one (1) hour will be paid as PTO upon request;
- d.) when there is a conflict in PTO selection between two (2) or more employees, the employee with the highest seniority date shall be given preference;
- e.) requests for scheduling PTO vacation requests for one or more non-prime calendar weeks must be submitted in writing to the nurse manager three (3) months prior to the first day of the week in which time off is requested. Requests should indicate first and second choices. Reasonable efforts will be made to accommodate employee's vacation preferences. Each employee will be approved for a minimum of one (1) week of PTO during prime-time summer (Memorial Day Weekend - Labor Day weekend). Prime week requests must be submitted in writing to the nurse manager during the period March 1 – March 15 each year. If an employee is on vacation or off during the period of vacation selection, that employee must leave a contact number for the purpose of receiving a call to schedule. Weekends requested in conjunction with approved vacation time shall be approved. Responses to written vacation requests shall be in writing within fourteen (14) days of the last date such requests must be filed.
- f.) The scheduling and payment of PTO shall be based on an employee's normal work schedule and normal workdays in a work week. In the event an employee requests to reduce their scheduled hours or shifts in a workweek, the employee will be required to utilize PTO for the reduction in hours. In the event an employee is cancelled or switches an extra shift, they will not be required to use PTO.

Section 11. In all cases, sufficient PTO time must be available when the approved period of time off arrives. If the employee does not have sufficient time available then they may be required to work all or part of a portion for their regularly scheduled hours, as needed.

Section 12. Approved vacations may not be changed when personnel transfer without the consent of the employee, e.g., in instance of layoff, unit closings or transfers because of an administrative decision, approved vacation requests will be honored. When a transfer to another department/clinical unit or change in status occurs, at the employee's request, approved vacation requests must be resubmitted. However, every attempt will be made to accommodate the employee's previously approved vacation schedule.

Section 13. If a department or work unit is closed as a result of an Employer/Hospital recognized holiday, namely New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day, an employee may take a PTO day. If an employee is scheduled to work when their department or work unit is open, another PTO day can be scheduled at a more appropriate time depending on Employer/Hospital needs.

Part-time employees scheduled to work on any of the above recognized holidays have the option of taking PTO or time off without pay.

Section 14. Each employee shall be required to work one shift on one (1) of the following paid holidays:

- |                  |                  |
|------------------|------------------|
| Independence Day | Labor Day        |
| Easter           |                  |
| Memorial Day     | Thanksgiving Day |



No employee will be required to work any of the Holidays two years in a row unless they request to do so.

- a.) In addition, each employee working seven and one-half (7½) hour shifts, will be scheduled to work one (1) shift out of six (6) in the shaded areas and one (1) shift out of six (6) in the unshaded areas of the following chart:

December 24	7:00 a.m.-3:00 p.m.	December 31	7:00 a.m.-3:00 p.m.
December 24	3:00 p.m.-11:00 p.m.	December 31	3:00 p.m.-11:00 p.m.
December 24	11:00 p.m.-7:00 a.m.	December 31	11:00 p.m.-7:00 a.m.
December 25	7:00 a.m.-3:00 p.m.	January 1	7:00 a.m.-3:00 p.m.
December 25	3:00 p.m.-11:00 p.m.	January 1	3:00 p.m.-11:00 p.m.
December 25	11:00 p.m.-7:00 a.m.	January 1	11:00 p.m.-7:00 a.m.

- b.) No employee shall be required to work both Christmas Eve and Christmas Day in the same year unless it is requested or agreed upon. In the event that filling the schedule results in an employee being scheduled for Christmas Eve and Christmas Day, the least senior employee who has not selected a shift on Christmas Eve or Day will be scheduled on one of those days.

No employee shall be required to work Christmas Day two (2) years in a row.

- c.) Should there be a conflict with scheduling on the holidays, it shall be granted according to seniority.
- d.) Should there be a holiday shift that is not adequately staffed under these conditions, the least senior employee on the unit will be scheduled for an additional shift. If there is an opportunity for low census this individual will be considered first throughout the Hospital.
- e.) The holiday and/or shifts referenced below shall be paid a holiday premium at the rate of time and one-half (1½) the employee's base rate for all hours worked:
- 1.) Christmas Eve from 3:00 p.m. on 12/24 through 7:00 a.m. on 12/25;
  - 2.) Christmas Day from 7:00 a.m. on 12/25 through 7:00 a.m. on 12/26;
  - 3.) New Year's Eve from 3:00 p.m. on 12/31 through 7:00 a.m. on 1/1;
  - 4.) New Year's Day from 7:00 a.m. on 1/1 through 7:00 a.m. on 1/2;
  - 5.) Easter Sunday from 7:00 a.m. through 7:00 a.m. on Monday;
  - 6.) Memorial Day from 7:00 a.m. through 7:00 a.m. on Tuesday;
  - 7.) Independence Day from 7:00 a.m. on 7/4 through 7:00 a.m. on 7/5;
  - 8.) Labor Day from 7:00 a.m. through 7:00 a.m. on Tuesday;
  - 9.) Thanksgiving Day from 7:00 a.m. through 7:00 a.m. on Friday;

Employees whose day shifts begin earlier than 7:00 a.m. on the holiday will continue to receive holiday premium pay for their entire shift.

Section 15. The above requirement to work a holiday is based upon staffing needs. Should all staff not be required employees may be granted time off on a rotating basis by seniority. Holiday commitments occurring during scheduled vacations shall be met.



Section 16. In the perioperative service areas and dialysis, holidays will be covered on a voluntary basis. If there are no volunteers, then holidays will be assigned on a rotating basis according to inverse seniority. If an employee already volunteered for a holiday in a calendar year, they would be exempt from the rotation. No employee will be expected to work any one of the following holidays: for two (2) consecutive years, unless done on a voluntary basis: Christmas, Thanksgiving, New Year's or Easter.

Section 17. For the purposes of accommodating requests for vacation, only staffing requirements for bargaining unit members in a given clinical unit may be considered. Vacation schedules for other employees including management employees may not interfere with the scheduling of bargaining unit personnel. Except that those non-bargaining unit employees who are listed as exceptions in the bargaining unit work may be considered in scheduling vacations. Requests for vacation shall not be unreasonably denied.

Section 18. Should an employee desire to change an approved vacation, the employee may submit the change at least thirty (30) days prior to the first day of the month in which the vacation is requested. The employee's request shall be accommodated if possible

Section 19. Full-time and part-time employees are eligible to participate in the PTO buyback program up to a maximum of seventy-five (75) hours as follows:

- a. Eligible employees may elect in December of each year by filling out an irrevocable PTO buyback election form. The form must be submitted by the employee to [myhr@chsbuffalo.org](mailto:myhr@chsbuffalo.org) or the HR department by December 15<sup>th</sup>. Forms will be made available to employees no later than December 1<sup>st</sup>.
- b. Employees' PTO payout will be made by the end of November of the following year.
- c. Employees shall only be able to receive a cash payout on PTO accrued in that calendar year and as long as the employee has the accrued time in their bank at the time of payout.

Section 20. An eligible employee may voluntarily donate a portion of their own PTO benefit to an employee who is away from work on approved leave for disability, family medical leave, or personal leave of absence for hardship reasons. The employee will be eligible to give hours from their own accrued balance of PTO. Donated hours shall be subtracted from donor's PTO accrual bank with no adjustment for their dollar value. Donated hours shall be paid to the benefited employee at the benefited employee's rate of pay.

Section 21. Unscheduled absences are subject to the provisions of CT Article 35, Attendance and Tardiness.

Section 22. Paid Time Off (PTO) at time of termination will be processed as follows:

- a.) Employees who fail to complete the probation period, for any reason, will receive no payout of any accrued PTO at time of termination.
- b.) Employees who successfully complete the probationary period and are terminated by the Employer/Hospital, will receive a payout for all accrued unused PTO.
- c.) PTO for employees who successfully complete the probationary period and resign from their position will be processed as follows:
  1. If the employee fails to provide a minimum of two (2) weeks' written notice, there will be no payout of any accrued PTO.
  2. If the employee provides a minimum of two (2) weeks' written notice and works their normal schedule during the notice period or is away from work on approved

PTO, then the employee will receive a payout of all accrued PTO at time of termination.

3. If the employee provides a minimum of two (2) weeks' written notice and then takes unscheduled PTO during the notice period, the employee will not be paid for the hours away on unscheduled PTO. In addition, the hours the employee was off on unscheduled PTO will be deducted from the employee's PTO bank. Once the deduction is made, then the Employer/Hospital will pay the balance of accrued unused PTO

## **Article 12**

### **Paid Time Off, ED Holiday Rotation, Scheduling**

Section 1. A holiday commitment shall be established for the nine (9) major holidays defined as: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Christmas Eve and New Year's Eve.

- a. The holidays and/or shift referenced below shall be paid at the holiday premium rate of time and one-half (1.5) the employee's base rate for all hours worked:
  1. Christmas Eve from 3:00 pm on 12/24 through 7:00 am on 12/25;
  2. Christmas Day from 7:00 am on 12/25 through 7:00 am on 12/26;
  3. New Year's Eve from 3:00 pm on 12/31 through 7:00 am on 1/1;
  4. New Year's Day from 7:00 am on 1/1 through 7:00 am on 1/2;
  5. Easter Sunday from 7:00 am on Sunday through 7:00 am on Monday.
  6. Memorial Day from 7:00 am on Monday through 7:00 am on Tuesday;
  7. Independence Day from 7:00 am on 7/4 through 7:00 am on 7/5;
  8. Labor Day from 7:00 am on Monday through 7:00 am on Tuesday; and
  9. Thanksgiving Day from 7:00 am on Thursday through 7:00 am on Friday.

Employees whose day shifts begin earlier than 7:00 am on the holiday will continue to receive holiday premium pay for their entire shift.

The holiday commitment will be met on the day of the holiday.

- b. For scheduling purposes only, each employee will be assigned to one (1) of the following holiday rotations:
  1. "A" holiday rotation - New Year's Eve, Christmas Day and Memorial Day;
  2. "B" holiday rotation - Christmas Eve, New Year's Day and Independence Day; or
  3. "C" holiday rotation - Easter Sunday, Labor Day and Thanksgiving Day.

Any employee may volunteer to work more than two (2) holidays. The next holiday rotation starts on January 2nd each year.

- c. Employees shall not be required to work more than one of Christmas and/or New Year's Eve per year. Assignments to work these days shall be made on a rotating basis as needed to meet staffing requirements.
- d. In the event that staffing remains insufficient for holiday coverage, volunteers will be requested. If the staffing remains insufficient, it shall be provided from a seniority list with the least senior employee being utilized first. Once the list has been rotated through, the process will then begin again with the least senior employee.
- e. Switching of shifts or partial shifts between employees may occur after the schedule is posted with the manager's approval. Written requests must have the signature of the affected employees. The initially scheduled holiday shall be considered the holiday commitment.
- f. RNs who accept a position in the department will assume the rotation of that vacated position.

Section 2. This language shall supersede Article 11 Paid Time Off, Section 14, and Article 17, Section 5, Extended Shifts for employees in the ED only.

Section 3. Employees with variable start times within the same shift will self-schedule according to their preference. If preferences cannot be granted, shifts will be assigned on a rotating inverse seniority basis.

### **Article 13 Seniority**

Section 1. Seniority shall mean the length of unbroken service of an employee covered by this Agreement beginning with their most recent date of hire by the Employer/Hospital in any job title whether or not it is or was in the bargaining unit.

Section 2. An employee who accepts a non-bargaining unit position and returns to the bargaining unit within one (1) year, shall accrue seniority from their original date of hire. An employee who accepts a non-bargaining unit position and returns to a bargaining unit position after one (1) year, shall have a seniority date determined which will be for all years of service with the Employer/Hospital outside of management positions.

Section 3. An employee who was employed by the Employer/Hospital for an uninterrupted period of at least twelve (12) months whose employment with the Employer/Hospital terminates for reasons other than those constituting just cause and is rehired within twelve (12) months from the date of termination shall after completing twelve (12) months of service, receive their most recent date of hire, prior to the termination, adjusted by moving the employee's most recent date of hire forward for the period of separation from employment, for the purpose of calculating compensation at the applicable step and entitlement to all other benefits in this Agreement.

Section 4. Any employee hired into the bargaining unit from within Catholic Health shall receive prior service credit applicable to wage and benefit programs and wage assignments, at which ever wage rate is higher from their most recent date of hire in the system. For purposes of this section, service may be bridged for up to twelve (12) months.

Section 5. Seniority shall be lost and an employee shall be terminated when the employee:

- a. resigns or quits;

- b. is discharged for just charge;
- c. retires with or without qualifying for benefits under a pension plan or Social Security;
- d. fails to return to work upon expiration of a leave of absence;
- e. engages in gainful employment while on leave of absence without approval of the Employer /Hospital unless the employee is out of the immediate area of Western New York; approval shall not be unreasonably denied;
- f. fails to report to work as directed after being recalled as outlined in Article 16, Layoff & Recall;
- g. is absent for two (2) consecutive scheduled work days without notifying their supervisor or obtaining permission for such absences, unless beyond the employee's control;
- h. does not return from a leave of absence due to illness or injury as provided for in CT Article 20, Disability and Workers' Compensation;
- i. has exhausted the period of time for which they have recall rights as provided for in Article 16, Layoff and Recall.

Quarterly, the Employer/Hospital shall furnish to the Union a seniority list and shall correct such list from time to time as may be necessary.

Section 6. Employees are asked to give at least four (4) weeks' notice of resignation; however, employees must give at least two (2) weeks' notice of resignation. Resignation notices should be submitted in writing and specify the last day the employee is to be at work. This notice period may be reduced or waived at the discretion of management. An employee may not extend their employment through the utilization of benefit hours or to meet the period of notice.

Section 7. It is agreed that when two (2) or more CWA members have the same seniority date, the last four digits of the employee's social security number shall be used to determine seniority. The most senior being the employee possessing the lowest four digits in the social security number.

#### **Article 14**

##### **Filling of Vacant Positions**

Section 1. When a position in the bargaining unit is vacant, the position shall be posted electronically and in an agreed upon location in the main Employer/Hospital and at each location where bargaining unit employees work.

Section 2. The posting shall include the number of hours, shift(s), scheduled hours, job title, department/clinical unit, and qualifications for the position and sufficient information to adequately describe the vacancy. The notice shall remain posted for a period of seven (7) calendar days. An employee, within the seven (7) day posting period, may apply for the job vacancy.

Section 3. During the posting period, the Employer/Hospital will determine if there are members of the bargaining unit who are on lay off and are eligible for recall to the posted position. If there are employees on layoff who are eligible for recall (e.g., to a position which is in their job title, category of employment, salary, grade and shift) to the posted position, the individual(s) shall be added to the list of bidders, as though they applied for the position.

Section 4. Employees on leave may bid on jobs, providing they anticipate medical clearance from the medical provider/IDM to return to work within thirty (30) days from the date of selection, or have a valid

return to work date if on military leave. The Employee should verify that their anticipated return to work date is on file with IDM. All other eligibility criteria must be met.

Section 5. Selection of the successful bidder shall be completed by the appropriate manager within fourteen (14) days of the close of bidding. The employee selected shall be given two (2) calendar days from the notification of their selection to accept the new position. Failure to respond within the time specified shall constitute a rejection of the new position. Should the selected employee be unavailable for notification, the fourteen (14) day selection period shall be extended until the second (2nd) day after such employee is available.

Section 6. The Employer/Hospital shall advise all unsuccessful candidates in writing as to why they did not qualify for the posted position. The Employer will also notify the Union of the successful bidder, including the posting number and provide the Union with a copy of the offer letter which matches the job posting.

Section 7. The vacancy shall be filled from within the bargaining unit by seniority from among qualified bidders. Qualifications shall be defined as the ability to meet the minimum position requirements as defined in the applicable job description, together with a satisfactory work record including: performance evaluations and the absence of a written warning given within the last six (6) months.

Section 8. An employee who bids on and is accepted into a critical care (ICU/CCU) unit must satisfactorily complete the critical care courses within one year of entry into the unit.

Section 9. If there are no qualified bidders, no employees eligible for recall, or no employees who accept recall for the position within the bargaining unit, the Employer /Hospital may seek qualified employees from any available source. If after the first seven (7) days of posting the Employer has both late internal bidders and external applicants, hiring preference will be given to the most senior, qualified late internal bidder unless an offer has been extended to the outside applicant. In the event there are no qualified external candidates, no late internal bidders, and the Employer/Hospital determines that the vacant position must be filled, the most senior employee from within the bargaining unit who bid on said position and did not possess the required qualifications shall be offered the job, including the training and/or education needed to perform the stated job requirements.

Section 10. The successful bidder shall be required to serve a trial period of sixty (60) days in the new position during which the employee is actually at work:

- a. If at any time during the trial period the successful bidder does not meet satisfactory performance requirements, they will be returned to their original position or one of the same category and shift if such a vacancy exists. After returning to the prior position, they may not bid on another position for the next five (5) months. Employees displaced under this section shall be placed in a position according to Article 16, Layoff & Recall.
- b. If the employee fails to successfully complete the training/education for the new position, the individual will be eligible to reapply for a position with the same requirements after twelve (12) months.
- c. If a successful bidder is dissatisfied during the trial period, such employee may, within twenty-one (21) calendar days, return to their original position, if vacant, or shall be placed according to the layoff and recall procedure except that they shall not be allowed to bump. After returning to the prior position, they may not bid on another position for the next five (5) months.

Section 11. Nursing personnel may not be accepted for posted vacant positions until they are licensed.

Section 12. Probationary employees shall not be permitted to bid except for positions within their job classification and department/clinical unit, or a position that would provide for a status change. For purposes of this section, probationary employees hired from any position within the Employer/Hospital shall have their seniority determined from their most recent date of hire with the Employer/Hospital.

Section 13.

- a. A successful bidder may not be accepted into another posted vacant position for a minimum of six (6) months unless the position provides for an increase in hours.
- b. When an employee is placed into a position through the external application process, they will be prohibited from bidding on another job for twelve (12) months unless the position provides for an increase in category, and/or budgeted hours. Such employees may only bid on shift changes during this time period if it is in their current department. Once an employee takes advantage of these exceptions, they may not bid on any posted position for nine (9) months.

Section 14. Any employee with seniority, who applies for and is placed in a temporary position, shall continue to accrue seniority and all benefits and shall maintain their category of employment. At the expiration of the temporary position, such employee shall return to their previous position, if vacant, or be placed in accordance with the recall procedure.

Section 15. Should an employee in a regular position be selected to fill a temporary position in their same department, that individuals' regular position may then be filled by the Employer/Hospital on a temporary basis from any available source. Should an employee in a regular position be selected to fill a temporary position in another department, the manager of the employee shall have the option of filling the vacated position on a temporary basis from any available source or filling the position as outlined in Sections 1.-10. above.

Section 16. The process provided below shall be utilized when temporary positions become available that are expected to last thirty (30) calendar days or more.

- a. Postings for temporary position to be filled shall be made electronically and in designated areas near regular postings.
- b. Postings shall be made for temporary positions of thirty (30) days or more provided the temporary position is vacant.
- c. Positions will be posted for a minimum of three (3) calendar days.
- d. The Employer/Hospital may select from among qualified regular employees who have expressed interest.
- e. In order to be eligible for selection an employee must be available to begin in the position on the date needed.

## **Article 15 Health and Safety**

Section 1. It is a basic objective of both parties to this Agreement that safe working conditions shall be maintained. The Parties will observe all applicable health and safety rules and regulations. The Employer will provide and maintain safe working conditions.

Section 2. The Union and the employees agree that they will cooperate in promoting safety and will comply with all safety rules. An unsafe condition or hazard should be immediately brought to the attention

of a supervisor, so that the condition can be investigated and dealt with appropriately. If the unsafe condition or hazard is not addressed, it shall be brought to the attention of the Health and Safety Committee.

Section 3. The Union may appoint one (1) member from each bargaining unit represented by the union to the Health & Safety Committee. One of those members shall be designated as the co-chair. Union committee members shall be compensated as time worked for any time spent in committee meetings. Time spent on assignments designated by the committee are subject to prior approval by the Employer/Hospital, and shall be paid, as long as it does not incur overtime. Such committee time shall be paid as straight time.

Section 4. The Health and Safety Committee shall meet at least ten (10) times per year or as mutually agreed to by members of the Committee. The Committee shall determine the nature of all projects and assignments and the amount of time and individuals to be involved with such projects and assignments.

Section 5. No employee shall be expected or permitted to work under conditions which will create an immediate and unduly hazardous threat to their safety or health.

Section 6. The Health and Safety Committee will research and evaluate ergonomic technologies designed to improve workflow and risk reduction associated with errors and injuries; included but not limited to a “minimal lift” and “no lift” work environment.

Section 7. All in house instrument trays in the OR will be twenty-five (25) pounds or less. All external instrument trays in the OR shall be weighed and labeled prior to being brought into the OR.

Section 8. The Employer/Hospital agrees to continue the Workplace Violence Committee which will include no less than one (1) member of the CWA. This committee will meet at least once per month to address any Hospital-wide workplace violence issues and review occurrence reports. The goal of this committee will be to reduce incidents of violence and abuse in the workplace. With mutual agreement of the Union, the Employer/Hospital may incorporate the Workplace Violence Committee as a sub-committee segment of the Health and Safety Committee at such time as deemed appropriate by the Employer/Hospital and the Union.

## **Article 16 Layoff and Recall**

Section 1. In the event it becomes necessary to layoff or permanently eliminate a filled position; the Employer/Hospital will give the Union advance notice of its intention to layoff or to eliminate a filled position at least fourteen (14) days prior to layoff. The Union shall be afforded reasonable opportunity to discuss the matter including a meeting with the Vice-President for Patient Care Services.

Section 2. The Union shall receive information including the number of positions to be reduced including the department/clinical units, categories and shifts affected by the layoff and/or elimination of positions.

Section 3. Employees selected for layoff shall be given at least seven (7) calendar days’ notice to layoff.

Section 4. Once the department(s)/clinical unit(s), category(ies) and shift(s) are determined, all probationary and temporary employees in such title(s) and category(ies) in the department(s)/clinical unit(s) and shift(s) affected shall be removed.

Section 5. It is understood that the placement of employees identified for layoff into vacancies under the provisions of this Article shall not constitute a violation of this Agreement.



Section 6. If, after compliance with the provisions outlined above, an employee with seniority is subject to layoff, such employee, in accordance with their seniority rights, shall be entitled to pursue a position in the bargaining unit in the following sequence:

- Step 1. The employee subject to layoff may select any vacant position in the bargaining unit, which is in their category of employment and shift.
- Step 2. If no vacancy exists, they will be permitted to displace any probationary employee in their category of employment, and shift.
- Step 3. If there are not probationary employees who may be displaced, then the employee subject to layoff may bump the least senior employee in their category of employment, and shift.

It is understood that in all placements under layoff and recall situations:

- a. the employee must meet the requirements of the job description;
- b. an employee may opt to drop shift or category of employment; they may do so at any step of this procedure; and
- c. part-time employees may not be placed in a full-time position.

When the least senior employee above is bumped, they shall be placed as if they were originally subject to layoff as described above.

Section 7. The Employer/Hospital, when required by equipment installation or failure, acts of God, or other like unforeseen circumstances may reduce the workforce for a temporary period, not to exceed thirty (30) calendar days without the application of seniority rights other than within the affected clinical unit on each shift. In such event, the following procedures shall be applicable.

- a. Employees affected in such clinical unit shall be offered temporary transfers to vacancies in other clinical units, provided they are immediately qualified to perform the work. Bargaining unit positions filled by temporary employees shall be considered vacancies. Preference shall be on the basis of seniority.
- b. The Employer/Hospital shall request voluntary layoffs or voluntary low-census days from within such affected clinical unit.
- c. After three (3) calendar days' notice, displaced employees shall be temporarily laid off by ascending order of seniority within the clinical unit affected. Any employee subject to such temporary layoff may take available unused paid time off benefits.

Section 8. In the event of a consolidation of units or the reduction of beds and reconfiguration of staff on a unit, the procedure for downsizing will be implemented as follows:

- a. the positions required to accomplish the revised staffing levels will be designated;
- b. the current staff in the department will be listed according to seniority;
- c. starting with the most senior, each employee will be assigned to the same position, that they previously held until matching new positions are exhausted;
- d. remaining staff, starting with the most senior may select from the remaining open positions, fill vacant positions elsewhere in the hospital or elect layoff; and



- e. when all positions are filled the layoff procedure will be followed for the remaining unassigned staff.

Section 9. If no vacancy exists, an employee targeted for layoff may elect a layoff instead of bumping a less senior employee without jeopardizing unemployment benefits, subject to New York State regulations and where the cost of unemployment to the Employer/Hospital would not differ.

Section 10. For employees who are laid off, payment for accrued Paid Time Off leave shall be made at the pay date next following the conclusion of the last severance payment.

Section 11. Employees on layoff shall not accrue seniority.

Section 12. Employees shall be considered for recall by seniority to vacancies, for which they possess the ability to perform the job, in accordance with the above paragraph and Article 14, Filling of Vacant Positions.

Section 13. Full-time employees, at their option, may accept recall to a part-time position and remain on recall to a full-time position.

Section 14. Part-time employees who are displaced shall be eligible for recall, until such time as they have been recalled to a position equal in FTE hours and shift to the position from which they were originally displaced.

Section 15. Employees on layoff shall be entitled to two (2) weeks of severance pay. In the event the employee is recalled to work within the two (2) week severance period, severance pay shall be reduced by hours actually worked. Employees may continue to participate in the Employer/Hospital's group life and group health insurance programs until the end of the month in which the layoff occurred and for an additional two (2) months with the employee paying only their share of the cost. After this point, employees may continue in the Employer/Hospital's group life and group health insurance program but at their own expense.

Section 16. Recalls from layoff will be by certified mail to the employee's last known address on file with the Employer/Hospital. It shall be the employee's responsibility to insure the Employer/Hospital has a current address. Any employee recalled must notify the Employer/ Hospital of intent to return within three (3) working days after receipt of due certified notice unless prevented from doing so by verifiable illness or death in the family or current employment where notice is required, in which case the employee must report within ten (10) days of recall notice. Employees who decline recall, to a position that is equal in category of employment and shift, shall be processed as a voluntary resignation.

Section 17. Non-probationary employees who are laid off shall be subject to recall as follows:

- a. employees having less than one (1) year of seniority, shall have recall rights for a period of twelve (12) months;
- b. employees having one (1) or more years of seniority, shall have recall rights for a period of twenty-four (24) months.

### **Article 17 Extended Shifts**

Section 1. Extended shifts shall be defined as those shifts that are more than the regularly scheduled eight (8) hour shift, inclusive of the thirty (30) minute unpaid meal period.

Section 2. Employees working extended shifts must take all paid time off benefits in amounts equal to their regular extended shifts.

Section 3. Scheduled weekend work:

- a. the Employer/Hospital will schedule every third weekend for full-time and part-time employees. Weekends are defined as Saturday and Sunday. Employees will be scheduled off at least twenty-six weekends (Saturday/Sunday) per calendar year;
- b. employees who are scheduled to work a weekend shift and fail to do so for any reason (except workers' compensation or disability) shall make up such weekends within the next two (2) schedules, if required by the Nurse Manager;
- c. employees may work more than the above on a voluntary basis;
- d. any employee who accepts a position on another unit must adhere to the weekend work schedule of that unit regardless of the number of previous weekends worked prior to the effective start date on the new unit.

Section 4. A manager will not schedule an employee for more than two (2) consecutive twelve (12) or thirteen (13) hour shifts unless voluntarily requested.

Section 5. Holiday Schedules:

- a. Each employee shall be required to work one (1) extended shift on one (1) of the following holidays:

Independence Day	Labor Day	Easter
Memorial Day	Thanksgiving Day	

An employee may volunteer to work more than two (2) holidays. No employee will be required to work any of these Holidays two years in a row unless they request to do so.

- b. Each nurse working twelve (12) hour shifts will be scheduled to work one (1) shift out of four (4) in the shaded areas and one (1) shift out of four (4) in the unshaded areas of the following chart:

December 24 7:00 am to 7:00 pm	December 31 7:00 am to 7:00 pm
December 24 7:00 pm to 7:00 am	December 31 7:00 pm to 7:00 am
December 25 7:00 am to 7:00 pm	January 1 7:00 am to 7:00 pm
December 25 7:00 pm to 7:00 am	January 1 7:00 pm to 7:00 am

December 24 3:00 am to 3:00 pm	December 31 3:00 am to 3:00 pm
December 24 3:00 pm to 3:00 am	December 31 3:00 pm to 3:00 am

December 25	3:00 am to 3:00 pm	January 1	3:00 am to 3:00 pm
December 25	3:00 pm to 3:00 am	January 1	3:00 pm to 3:00 am

December 24	11:00 am to 11:00 pm	December 31	11:00 am to 11:00 pm
December 24	11:00 pm to 11:00 am	December 31	1:00 pm to 11:00 am
December 25	11:00 am to 11:00 pm	January 1	11:00 am to 11:00 pm
December 25	11:00 pm to 11:00 am	January 1	11:00 pm to 11:00 am

- c. No employee will be required to work two days in a row on 12/24 and 12/25, unless they request to do so. In the event that filling the schedule results in a nurse being scheduled for more than one of the shaded and/or more than one of the unshaded shifts above, the least senior nurse who has not selected a shift on a shaded and/or unshaded shift will be scheduled on one (1) of those shifts. Unless the employee requests, no employee shall be required to work Christmas Day two (2) years in a row. For purposes of this section, Christmas Day shall be defined as the shaded shift above that corresponds to your designated shift.
- d. Should there be a conflict with schedules on the holidays, it shall be granted according to seniority.
- e. Should there be a holiday shift that is not adequately staffed under these conditions, the least senior RN on the unit will be scheduled for an additional shift.
- f. Switching of shifts or partial shifts between qualified RNs may occur after the schedule is posted with the Nurse Manager or designee's approval. Written requests must have the signature of the affected employees. The initially scheduled holiday shall be considered the holiday commitment.

Section 6. Employees occupying a position comprised of twelve (12) hour shifts exclusive of a one-half (½) hour unpaid meal period may address the reduced hours in one of the three (3) following ways:

- a. the employee may request to work additional hours to compensate for the decrease in hours that result in working extended shifts. Should the employee make such a request and a need exists, as determined by Management, the employee shall be offered the extra hours in order of seniority;
- b. the employee may choose not to be compensated for the time; or
- c. the employee may utilize available PTO up to 37.5 hours per week.

Section 7. The appropriate shift differential will be paid according to Article 24, Shift Differential.

Section 8. An employee assigned to an extended shift shall not have their extended shift involuntarily modified or discontinued for the purpose of creating a non-extended shift for the duration of this Agreement.

Section 9. No employee will be involuntarily displaced from the position they currently hold as a result of conversion to extended shifts.

Section 10. All provisions of this Agreement shall apply unless specified in this Article.

Section 11. All employees working extended shifts shall normally be scheduled at least eleven (11) hours between scheduled shifts, unless the employee agrees to be scheduled otherwise. Any employee who has agreed to work an additional consecutive shift may request their next scheduled shift off if such shift begins less than ten (10) hours from completion of the additional consecutive shift. Such request may not be unreasonably denied.

Section 12. For positions with multiple start times in the ED, a primary and secondary start time will be designated with the secondary start time being rotated equitably on an inverse seniority basis.

### **Article 18 Workload and Staffing Committee**

Section 1. A Workload Staffing Committee shall be formed consisting of not more than three (3) representatives from each party, plus the Vice-President of Patient Care Services or their designee. It is understood that the RN complement will consist of at least two (2) staff RNs.

Section 2. This committee shall meet every other month (more frequently if mutually agreed), and shall address issues such as, but not limited to: staffing concerns, methods of improving care, transition to extended shifts, and recruitment and retention issues for RNs.

Section 3. The Workload and Staffing Committee will strive to improve the current nurse-to-patient ratios through:

- a. analysis of current staffing templates for all inpatient clinical areas;
- b. analysis of current staffing templates for all outpatient clinical areas;
- c. analysis of current staffing templates for all long term/alternate level of care areas;
- d. determination of the appropriate number of full-time equivalents required to cover call-ins, disabilities, workers' compensation absences and leaves of absence as well as alternate methods for covering such absences; and
- e. research available patient acuity measurement tools.

The committee will jointly determine the nurse-to-patient ratios that will set the standard for high quality patient care in Western New York and will ensure that Kenmore Mercy Hospital becomes the "employer of choice" among nurses in Western New York. The committee co-chairs will present their recommendations on such nurse-to-patient ratios to the Senior Administrative Team for Kenmore Mercy Hospital for review and consideration.

Section 4. The Employer is committed to providing new employees a formally structured orientation experience that supports their clinical growth and development. This will include the use of preceptors, mentors, clinical educators and nurse managers on the assigned shift of the orientees.

Section 5. The Employer will create an organizational culture of retention that empowers and is respectful of its nursing staff.

Section 6. Proposed agenda items will be submitted to the committee chairs, one for each side, in writing at least seven (7) calendar days prior to a scheduled meeting.

Section 7. Committee meetings shall not be utilized to take up grievances or for negotiating purposes.

Section 8. Union committee members shall be compensated as time worked for time spent in committee meetings, as long as it does not incur overtime.

Section 9. Minutes shall be published for distribution to all clinical units. Minutes shall be approved by the committee prior to distribution. The committee may make formal recommendations to Hospital Management.

Section 10. An employee questioning the staffing level on a specific shift on their unit, shall notify the charge RN who will contact the Nursing Supervisor on duty. The Manager/Supervisor will attempt to resolve the issue. If the issue is unresolved, the employee will indicate so on a form provided by the Union. A copy of the form will be sent to the appropriate Nurse Manager to review. The Nurse Manager will troubleshoot the issue, and the form will be forwarded to the Workload Staffing Committee for review and investigate the issue documented on the form.

Section 11. If over a six (6) month period a specific cost center exceeds its budgeted full-time equivalents (FTEs) and that results in hours paid over budget, the budget for the cost center will be put on the agenda of the next staffing committee meeting for review and discussion.

Section 12. Nursing Practice shall be an agenda item at the monthly Workload and Staffing Committee.

Section 13. The Charge Nurse Committee shall be a sub-committee of Workload and Staffing. This committee shall consider all matters relative to charge functions and duties, primarily focusing on inpatient nursing units. The sub-committee shall operate as follows:

- a. The committee will consist of RNs that take charge assignments from the nursing units, two (2) union representatives, and two (2) members of management.
- b. Union committee members shall be compensated as time worked for all time spent in committee meetings and for the time spent on assignment as designated by the committee as long as it does not incur overtime. Such committee time shall be paid as straight time.
- c. Each party shall designate a chair of the committee. The chairs shall set the agenda items for the meeting at least seven (7) calendar days prior to the scheduled meeting date. If there are no agreed upon agenda items prior to the meeting, the meeting will be cancelled.

*\*The Staffing/Clinical Staffing Committee Article (CT Article 40) shall supersede this Article where any language is duplicated or inconsistent.*

### **Article 19 Dress Code**

The Kenmore Mercy Dress Code [Policy 021-3, Revised 2/17] will remain in effect for the life of the agreement.

### **Article 20 Per Diem Employees**

Section 1. A per diem employee is one who works on a day-to-day, as needed basis, without a guarantee of set hours per week.

Section 2. Per Diem employees will be required to attend mandatory in-service programs in accordance with Employer/Hospital policy and shall be paid for such time.

Section 3. A per diem employee can bid on full-time and part-time positions through the job bidding/posting process.

Section 4. A candidate for per diem status must have a minimum of qualification and/or licensure and one year of previous experience in the area they are hired.

Section 5. Scheduling for per diems shall proceed as follows:

- a. Per diems shall communicate their availability, a minimum of four (4) shifts per month, with the appropriate manager(s) one (1) week prior to the posting of the preliminary schedule to commit to their required shifts. If needed, a minimum of two (2) shifts per month, including a minimum of one (1) weekend shift, must be scheduled and worked in order to maintain per diem status. In addition, per diem employees may be required to work one holiday. This does not apply to departments that are not open on Holidays.
- b. The manager of each department will develop a consistent method of notifying per diem employees of their schedule. The manager will then use that method to notify the per diem employee no later than at the time the final schedule is posted.
- c. A per diem employee shall work either the evening or night shift; or the day shift coupled with the evening shift or night shift.

Section 6. An employee who is accepted into a per diem position must work the shift length scheduled in that department for all of their commitment days.

Section 7. Per Diem employees are not entitled to paid time off benefits. Employees who transfer to a per diem position shall not lose any paid time off prior to the transfer. The employee shall be paid all accrued, unused paid time off.

Section 8. A per diem employee who fails to meet the minimum monthly requirements or the holiday commitment as specified above, where opportunities have been offered, such employee shall receive a written notice of their failure to meet their commitment. Should a per diem employee again fail to meet their meet their minimum monthly requirement within twelve (12) months of written notice, such per diem employee shall receive a written termination notice. Copies of written notice sent to per diem employees shall be furnished to the Union.

Section 9. Per Diem employees will have seniority as defined in Article 13, Seniority.

Section 10. Per Diem employees may be required to share in the on-call responsibilities for their designated unit/department.

Section 11. If a per diem employee is regularly scheduled to work fifteen (15) or more hours per week, for a period of six (6) months or more, the position will be converted to a regular position with the category of employment equal to the hours worked per week. The only exceptions will be per diem employees who are working to cover leaves of absence, workers' compensation, disability or a position for which the Employer/Hospital is actively recruiting. For purposes of this section, actively recruiting refers to full-time and part-time positions only; recruitment for per diem positions will not be included.

**Article 21**  
**Employee Access to Union Representation**

Section 1. When an investigative interview of an employee by an Employer/Hospital representative is to be conducted, the employee is entitled to and shall be offered union representation during such interview. The Union Representative shall be informed, prior to the start of the meeting, the nature of the interview.

Section 2. At any meeting between an employee and any representative(s) of the Employer/Hospital at which corrective action will be administered, union representation will be offered to the employee. The union will be advised in advance when corrective action will be administered at a scheduled meeting.

Section 3. With the exception of the administration of corrective action at the verbal counseling and verbal written warning levels for Attendance and Tardiness violations, no employee will sign a waiver of Union Representation and/or waive Union representation unless a Union representative witnesses the signature of said waiver or the employee's refusal to have a Union representative present. The Employer/Hospital must send corrective actions administered without a Union representative present to the Union.

Section 4. In order to facilitate access to Union representation, one (1) week prior to the first of the month, the Union will provide the Employer/Hospital with a schedule showing the availability of all Executive Board Members, Chief Stewards, and Stewards available each day of the month. This will include time which they work in the Union office. It is understood that on most Union representation issues, the Employer/Hospital will first contact the Local as soon as they are aware that an investigation or corrective action meeting needs to be scheduled. In the event the Local is unable to provide a representative on a timely basis, any available Union representative may be utilized.

**Article 22**  
**Overtime and Work in Progress**

Section 1. Overtime shall be paid to all employees covered by this Agreement.

Section 2. The Employer/Hospital and the Union agree that overtime shall be assigned on a voluntary basis in descending seniority order. As a prerequisite to prevent an unusual event or crisis in the coverage of health services, the following steps should be undertaken by the Employer/Hospital:

- a. appropriate staffing complements shall be established and maintained;
- b. schedules are posted complete and in accordance with appropriate staffing complements;
- c. appropriate float pools, voluntary overtime lists, call-in lists, per-diem lists, etc., are established and utilized.

Section 3. All scheduled paid time off, inclusive of PTO, bereavement leave, union representative time shall be considered as time worked for the purpose of computing overtime pay.

Section 4. No employee shall be required to work beyond their regularly scheduled hours, but may volunteer to do so. The nurse manager/supervisor shall notify the department once the need for the volunteer is recognized. The exception will occur when there is a work in progress in the OR, Dialysis, PACU, GI Lab or Interventional Radiology. Work in progress is defined for the purposes of this Article as an employee being engaged in a procedure or the recovery of a post-surgical patient at the scheduled end of the employee's shift. The time frame for work in progress will not exceed thirty (30) minutes. The following process will be followed to staff at the end of the employee's work shift: ·



- a. Every effort will be made to solicit volunteers from the available staff at work, to stay to complete the care of the patient.
- b. If there are no volunteers, the individual on-call will be contacted and required to report to work or remain at work to perform the assignment.
- c. The scheduled employee may be required to remain at work until the individual on-call reports to work.

If the timeframe is expected to exceed thirty (30) minutes, then the individual on-call will be contacted and required to report to work or remain at work to perform the assignment.

### **Article 23 Floating**

Section 1. It is understood that if floating is required it will be done as follows:

- a. a list of regular employees assigned to a unit, with less than twenty-five (25) years of seniority shall be developed in inverse seniority;
- b. agency RNs will always float first;
- c. per diem RNs will float next;
- d. any float RN currently working on the unit shall be floated next;
- e. the least senior employee will then float, with subsequent floating being assigned until all employees with less than twenty-five (25) years of seniority in that job classification have been floated. An RN may be assigned to float for their entire scheduled shift.
- f. when all RNs have floated as described in (e.) above, then the RN who has not floated most recently will float;
- g. if an employee volunteers to float, that date shall be credited to the employee.

Section 2. Newly hired employees shall not be required to float until they have completed their probationary period and/or orientation period. However, if the newly hired employee is being precepted, and the preceptor is required to float, the newly hired employee will have the option to float with the preceptor or remain on the unit assigned to another RN.

Section 3. Registered Nurse members of the bargaining unit, excluding the float nurses will not be required to float more than once in an eight (8) hour shift unless the RN agrees or under an emergent situation. Nurses will not float on a Holiday to cover staff shortages on the schedule but may be floated to cover unplanned absences, including those caused by worker's compensation, disability or FMLA.

Section 4. The reassigned RN must practice within the scope of their competencies. It is understood that an employee will not be given the sole accountability for patients/assignments if the patient/assignment is outside of their competencies.

Section 5. The reassigned RN will be given a brief orientation by the charge RN to the physical layout, routine of the unit, and the method of documentation. The charge RN will ensure the assignment given to the float is consistent with their competencies.

Section 6. The Employer/Hospital will solicit volunteers from the bargaining unit to have a two (2) shift orientation to the ER bay with a preceptor. During this time, the orientee will complete a float

orientation checklist provided by the Nurse Manager of the ER. A list of these employees will be given to the managers and supervisors and will be updated every six (6) months.

Section 7. It is understood that if floating to the Emergency Room is required, it will be done as follows:

- a. part-time ER RNs who are not scheduled to work when a float to the ER is required shall be called first;
- b. overtime hours shall be offered in descending seniority to ER RNs;
- c. the available RNs who have completed the two (2) day ER orientation as described in Section 5. above will be assessed to float to the ER;
- d. volunteers will be solicited from available bargaining unit RNs.

If the procedure outlined in a. through d. above does not provide for an RN to cover the ER, an available RN from within the bargaining unit may be floated. It is understood, however, that such RNs will be task assigned to the ER Bay only, and shall not be required to practice outside of the scope of their competencies.

Section 8. In the event the emergency department has patients experiencing significant delays in awaiting bed assignments, the supervisor/manager will make every effort to improve the RN compliment by following the procedure in Section 6. above.

#### **Article 24 Shift Differential**

Section 1. Shift differential will be paid to all employees scheduled to work evening (3:00 pm - 11:00 pm) or night (11:00 pm - 7:00 am) shift hours.

Section 2. Evening shift differential will be paid for all hours worked between 3:00 pm - 11:00 pm.

Section 3. Night shift differential will be paid for all hours worked between 11:00 pm - 7:00 am.

Section 4. Shift differential will be used in the computation of overtime. Shift differential on PTO shall be applied to all scheduled paid time off according to the hours set forth in sections 2 and 3 above for an employee's regularly scheduled shift.

Section 5. There shall be no pyramiding of shift differential.

Section 6. Shift differential premiums shall be defined in CT Article 58.

#### **Article 25 On-Call**

Section 1. An employee will be considered "on-call" and entitled to on-call pay when the employee must be accessible via phone for a specified period of time. An on-call employee may provide the Employer/Hospital with a backup telephone number.

Section 2. An employee on-call will be entitled to one (1) hour of pay at the employee's base rate for every four (4) hours of call. The rate paid will be prorated for hours less than, or greater than, four (4) hours spent on-call.

Section 3. An employee shall be entitled to a minimum of three (3) hours pay or pay for time actually worked, whichever is greater, plus any on-call they are entitled to.

Section 4. Pay for time worked on-call shall be at the rate of time and one-half plus appropriate shift differential.

Section 5. Only hours actually worked when the on-call employee is called in will be considered for the purpose of calculating overtime.

Section 6. Employees who are scheduled on-call on the following holidays will be entitled to the on-call pay outlined in Section 2. above, plus an additional twenty-five dollars (\$25.00) for every eight (8) hours spent on-call. The rate paid will be prorated for hours less than eight (8) spent on-call: New Year's Eve (3:00 pm - 7:00 am), New Year's Day, Christmas Eve (3:00 pm - 7:00 am), Christmas Day, Thanksgiving Day, Independence Day, Memorial Day and Labor Day, Easter Sunday.

Section 7. Any RN may switch and/or give away their on-call to any other RN with the approval of the nurse manager.

Section 8. RNs will only be required to cover on-call for the department where they are hired to work.

Section 9. If an RN is unable to meet their call obligations that call shall first be offered to another RN.

## **Article 26 On-Call Procedure GI Lab**

Section 1. On-call shall be evenly distributed between all qualified staff. Weekend on-call shift times are defined as 8:00 am – 4:00 pm on Saturday 8:00 am – 4:00 pm on Sunday and 8:00 am – 4:00 pm on Holidays. Weekday on-call shift hours are 4:00 pm – 10:00 pm.

Section 2. On-call shall be equitably rotated between all RNs in the GI Lab as follows:

- a. weekend call shall be assigned on a rotating inverse seniority basis until the complete list has been rotated through;
- b. employees on-call for the weekend shall not be assigned on-call for the Friday evening immediately preceding their weekend call;
- c. Friday evening call shall be assigned on a rotating basis, by inverse seniority until the complete list has been rotated through;
- d. on-call shall not be assigned the last day worked before an employee's scheduled vacation;
- e. an employee may voluntarily pick up extra call time in addition to their required call subject to the pre-approval of the nurse manager.

Section 3. In the event the scheduled on-call person called in ill for the day, the Employer shall seek volunteers to take call. If there are no volunteers, the least senior RN working that day shall be assigned on-call.

Section 4. In the event that the scheduled on-call shifts open up, due to circumstances not covered in the above section 4, the Nurse Manager shall seek volunteers. If there are no volunteers, the Nurse Manager may assign the on-call on a rotational inverse seniority basis. No employee shall be expected to cover on-call if they are on a day off or scheduled PTO.

If the failure to fulfill the obligation is due to permanent separation of employment, and a replacement employee has been hired, the replacement employee shall take the call obligation.

Section 5. If an additional RN is needed to assist with an on-call procedure it shall be offered on a rotating basis beginning with the most senior employee. GI Registered Nurses will be paid a minimum of four (4) hours at their base hourly rate plus a one hundred dollar (\$100.00) lump sum payment for each occasion they are called in when not on an on-call shift.

Section 6. In the event that there are no scheduled elective cases during a regular work day, the on-call weekday will revert to an 8:00 am to 10:00 pm call day. In the event that the GI Lab closes for the day and the staff is required to take low census hours, the remaining hours of the shift will be covered by the assigned on-call employee for that day.

Section 7. Each January, all RNs shall choose which holiday they wish to be on-call. Assignment of holiday on-call shall be completed in order of seniority. If an employee wishes to volunteer, they may do so. If there are no volunteers, the Nurse Manager may assign on-call on a rotating inverse seniority basis.

Each January, Fridays and weekend on-call shall be assigned for the year by the manager.

In the event additional RNs are added to the unit after holiday, weekend or Friday on-call is assigned in January, the employees will be asked in order of seniority if they wish to give up a weekend, Friday or holiday. The assignment will be then given to the newly added RN.

Section 8. RNs may trade or give away their on-call as long as they have found a qualified replacement with the approval of the Nurse Manager.

Section 9. No employee shall be expected to take on-call if they are on vacation or a regularly scheduled day off, or take call the last day worked prior to scheduled PTO.

### **Article 27 Call In Pay**

Employees who are not scheduled for a shift but are called and report on duty within two (2) hours after the start of any shift receive pay at their applicable hourly rate for the full shift. If called but not required to stay the entire shift, they will be paid a minimum of four (4) hours pay at the applicable rate.

### **Article 28 Cafeteria Discounts**

The Employer/Hospital shall provide the hospital cafeteria discount to members of this bargaining unit.

### **Article 29 Charge Nurse**

Section 1. Each unit shall have one (1) Registered Nurse assigned to be in charge on each shift.

Section 2. The Employer/Hospital shall develop and maintain a charge nurse education program. The program shall include classroom and one (1) day of unit orientation.

Section 3. No employee shall be assigned charge nurse responsibilities until they:

- a. has at least one (1) year of Registered Nurse experience;

- b. has taken the charge nurse program inclusive of on unit orientation;
- c. must have met the minimum required standards on the most recent performance evaluation;
- d. must have successfully completed all competencies and certifications appropriate.

Section 4. The charge assignment will be made by the manager, from among employees who meet the criteria in Section 3. above and who have notified their nurse manager that they want to be included in the charge nurse assignments. If there are no volunteers, the charge assignment will be equitably distributed by employees who meet the criteria. There will be no nurses assigned as permanent charge nurses.

Section 5. It is understood that RNs who currently function in a charge capacity will continue to be assigned as such, until they are able to attend the current Catholic Health System charge nurse program.

## **Memorandum of Understanding 1 Hand Off Report**

During the course of the 2020/2021 contract negotiations, the Hospital and the Union had discussions on making bedside patient handoff on a consistent basis a requirement for all RNs on inpatient units. Therefore, the parties agree to the following:

- a. The Union agrees that the Hospital shall require all nurses on inpatient units to report to work fifteen (15) minutes prior to the start of their shift for the purpose of bedside patient handoff.
- b. Upon ratification of the contract, the Hospital will notify all nurses on inpatient units that the practice of fifteen (15) minute hand off is an expectation for all such nurses.
- c. All nurses on inpatient units will have thirty (30) days after ratification of the contract to comply with the fifteen (15) minute handoff requirement.

## **Memorandum of Understanding 2 Operating Room – Service Line Leads**

Section 1. The Employer has determined that an assignment is necessary to support the Service Lines in Surgery. Guidelines have been created and will be utilized for the purpose of competencies and future of lead duties.

Section 2. Assignment of lead duties will be at the discretion of management.

Section 3. Any employee that is assigned service lead duties will be paid charge pay.

Section 4. There are currently three (3) designated service line assignments; Orthopedic, Neuro, and General/Robotic. The Hospital reserves the right to add additional service lines or remove service lines as business needs dictate. The Hospital reserves the right to add additional surgical services to a service line or remove surgical services from a service line as business needs dictate.

Section 5. Each service line shall have one (1) Registered Nurse assigned to be in charge of that service. Service Line lead position will be assigned to an alternate when there is PTO or DBL.

Section 6. No employee shall be assigned service line lead responsibilities until they:

- a. has at least three (3) years of current Registered Nurse experience in the operating room;
- b. full time Registered Nurse, preferred, in the operating room;
- c. must have met the minimum required standards on the most recent performance evaluation;
- d. must have successfully completed all competencies and/or certifications of the applicable job description.

Section 7. The service line lead assignment will be made by the Employer, from among employees who meet the criteria in Section 5. above and who have notified their Nurse Manager that they want to be included in the service line lead assignments.

Section 8. It is understood that RNs who currently function in the service lead capacity will continue to be assigned as such, unless any RN currently acting in the lead capacity chooses to withdraw from the assignment.



**KENMORE MERCY HOSPITAL  
TECHNICAL**

## **Article 1 Recognition**

Section 1. The Employer/Hospital hereby recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees in the collective bargaining unit certified by the National Labor Relations Board in case No. 3-RC-11983.

Included: All full-time, part-time, temporary and per diem Certified Mammography Technologist, Cardiac Sonographers, CT Technologists, Electroneurodiagnostic Technicians, Licensed Practical Nurses, Operating Room Technicians, Radiology Technologists, Respiratory Therapists, Respiratory Therapy Technicians, Respiratory Therapy Sleep Technicians, Respiratory Therapy Sleep Technologists, Special Procedures Technologists, MRI Technologists and Ultrasound Technologists, employed by the employer at its acute care hospital located at 2950 Elmwood Avenue, Kenmore, New York 14217.

Excluded: All other employees, including professional employees, business office clerical employees, skilled maintenance employees and other nonprofessional employees, employees working at Specialty Clinic (2nd Floor, Kenmore Mercy Hospital, 2950 Elmwood Ave, Kenmore, NY 14217), employees working at Ken-Ton Family Care Center, as well as confidential employees, managers, supervisors and guards as defined in the Act.

Section 2. The Employer/Hospital shall provide the Union on a bi-weekly basis, a list of all newly hired employees and additions to the bargaining unit; a list of employees who have changed category, status, or shift; a list of terminations and deletions from the bargaining unit; a list of name, address, and telephone number changes; and an alphabetical bargaining unit list with employee numbers and the last four digits of social security numbers.

## **Article 2 Union Representation**

Section 1. The Union may select from employees in the bargaining unit union stewards for the purpose of handling grievances or for any other legitimate union business. Union officers, executive board members and chief stewards shall be considered to be stewards for the Union.

Section 2. The Union shall furnish the Employer/Hospital with a list of designated union stewards inclusive of name, work area and shift on an annual basis. The Union will then give written notice to the Employer/Hospital of any change in stewards as they occur.

Section 3. Stewards who are requested by the Employer to attend meetings, including corrective action investigations or processing of grievances during work time, will be paid as time worked for such time. During such paid time, stewards shall restrict their activities to the handling of grievances and administration of this collective bargaining agreement. The employer will not pay stewards for union activities that are not requested or required by the employer.

If the Employer and the Union mutually agree to schedule a grievance or investigatory meeting during an employee's shift, prior to the beginning of a shift or after the completion of a shift, the steward/employee will be paid for all time spent in such meeting.

Section 4. During work hours, the union stewards shall obtain the approval of their supervisors, where appropriate, before attending to grievance matters or administration of the contract. Such approval shall not be unreasonably withheld.

Section 5. Local union officers and the executive board members shall be granted unpaid time as outlined below to perform the duties of their offices without loss of category of employment or benefits:

- a. President of the local up to eight (8) days per pay period;
- b. Union Officers up to six (6) days per pay period; and
- c. Executive Board members, up to five (5) days per board member, per pay period non-cumulative. It is the intent of the Union that there will be one (1) Executive Board member to represent both the Kenmore Mercy Registered Nurses and the Technical employee bargaining units.

The local union shall provide notice of such time off prior to the posting of the schedule for the date(s) requested. Should notice not be provided prior to the posting of the schedule it will be the responsibility of the Union to obtain a replacement for the individual. The replacement may not result in an overtime situation unless approval is obtained from the appropriate manager.

If a union officer or executive board member, employed by Kenmore Mercy Hospital, spends time in the representation of members of the bargaining unit as outlined in Section 3. above, the union officer or executive board member shall be provided paid time, excused from work, for that purpose. It is agreed and understood by the parties that the paid time referred to in this section shall not exceed seven and one-half (7.5) hours/week.

Section 6. All employees who are excused from work with or without pay will maintain their status (category of employment) and will not lose any benefits including those provided for under the retirement plan.

By no later than February 1<sup>st</sup>, the Union will provide the Employer/Hospital with an excel spreadsheet showing the prior year's actual hours worked and wages paid as union time. If the employee's earnings from the Union are equal to or greater than the total of the employee's excused hours multiplied by the employee hourly rate then the total of the excused hours times the hourly rate will be used, combined with W-2 earnings from Kenmore Mercy Hospital, to get total earnings for pension accrual. The Employer will provide a copy of the annual report documenting the amount of pension credit given to each member entitled to such credit.

The Employer shall provide this report no later than June 1<sup>st</sup> of each year.

Section 7. The Employer/Hospital may create vacant regular positions for the hours scheduled off for the executive board member. The Union shall provide the Employer/Hospital at least thirty (30) calendar days' notice of such return.

Section 8. Employees who are elected or appointed to a bargaining committee, for the purpose of negotiating a successor to this Agreement, will be excused from work without pay for contract negotiations and union bargaining caucus.

Section 9. The Employer may grant requests for unpaid excused absence time to bargaining unit employees to attend Union leadership seminars, training sessions, conventions, district meetings, conferences, and to administer the contract. Such request shall not be unreasonably denied. Written requests for such leave shall be made to the Employer at least two (2) weeks before the schedule is posted and will be collectively limited to one hundred fifty (150) days per calendar year without loss of benefits. Time spent by bargaining unit members attending the Union's steward training shall be excluded from the one hundred fifty (150) day limit. No bargaining unit employee shall attend such steward training more than once.

Section 10. The Employer/Hospital will provide union representatives thirty (30) minutes of time to meet with new employees, covered by this Agreement, during the initial week of employment at a time and location to be determined by the Employer/Hospital.

Section 11. The Union will be granted access to hospital conference rooms when requested and approved in advance, based on availability, for the purpose of conferring with bargaining unit employees regarding grievances and administration of the contract.

### **Article 3 Categories of Employees**

Section 1. A full-time employee is one who is regularly scheduled to work thirty-seven and one-half (37.5) hours per week. The only exception should be extended shift employees, where a full-time employee is defined as one who is regularly scheduled to work a minimum of thirty-four and one-half (34.5) hours per week.

Section 2. A part-time employee is one who is regularly scheduled to work less than thirty-seven and one-half (37.5) hours per week but fifteen (15) or more hours per week or thirty (30) hours or more per pay period.

Section 3. A per diem employee is one who works on an as needed basis.

Section 4. A weekend employee is one who is hired to work and is regularly scheduled to work two (2) shifts between the hours of 7:00 am - 11:00 pm on Saturday and 7:00 am - 11:00 pm on Sunday. There are currently no weekend employees in the Technical bargaining unit. If, within the duration of this collective bargaining agreement, the parties agree to include a weekend employee category of employment, the Union and Hospital shall meet to negotiate the terms of including this category of employment into this Agreement, exclusive of MOU 2, Weekend Employees in the CT Department.

### **Article 4 Hours of Work**

Section 1. The work week for all employees covered by this Agreement will begin on Sunday morning at 12:01 am after Saturday midnight, and ends the following Saturday at midnight.

Section 2. The regular work shifts shall be:

a. The regular work shifts for employees working sixteen (16) hour shifts, including one forty-five (45) minute unpaid meal period will be:

1. Evening shift: Majority of hours worked between 3:00 pm and 11:00 pm
2. Night Shift: Majority of hours worked between 11:00 pm and 7:00 am

b. The regular work shifts for employees working thirteen (13) hour shifts, including the thirty (30) minute unpaid meal period will be:

1. Day Shift: Majority of hours worked between 7:00 am and 8:00 pm
2. Evening Shift: Majority of hours worked between 10:00 am and 11:00 pm
3. Night Shift: Majority of hours worked between 6:00 pm and 7:00 am

c. The regular work shifts for employees working twelve (12) hour shifts, including the thirty (30) minute unpaid meal period will be:

1. Day Shift: Majority of hours worked between 6:00 am and 8:00 pm
  2. Evening Shift: Majority of hours worked between 11:00 am and 11:00 pm; and
  3. Night Shift: Majority of hours worked between 6:00 pm and 7:00 am
- d. The regular work shifts for employees working ten (10) hour shifts, including the thirty (30) minute unpaid meal period will be:
1. Day Shift: Majority of hours worked between 6:00 am and 5:00 pm;
  2. Evening Shift: Majority of hours worked between 1:00 pm and 11:00 pm; and
  3. Night Shift: Majority of hours worked between 10:00 pm and 8:00 am
- e. The regular work shifts for employees working eight (8) hour shifts, including the thirty (30) minute unpaid meal period shall be:
1. Day Shift: Majority of hours worked between 6:00 am and 3:00 pm;
  2. Evening Shift: Majority of hours worked between 3:00 pm and 11:00 pm; and
  3. Night Shift: Majority of hours worked between 11:00 pm and 7:00 am
- f. The regular work shifts for employees in Respiratory Therapy working six (6) hour shifts shall be:
- Evening Shift: Majority of hours worked between 6:00 pm and 12:00 am

The Employer/Hospital reserves the right to determine the hours of work for any vacant position.

Section 3. Due to the nature of the work performed by the Employer/Hospital as an institution which provides around the clock care of patients, all work schedules will be established in the best interest of meeting patient care needs. It is understood that as department needs change, the work schedule may also change.

Section 4. Upon thirty (30) calendar days' notice to the Union and the affected employees, the Employer may establish new shifts or modify the duration of existing shifts and alter the starting and ending times of any shift in order to meet scheduling and patient care needs. Employees and the Union will be given an opportunity to present ideas, information and suggestions pertinent to the announced change prior to implementation of the proposed change. Such discussions shall not delay the implementation of the proposed change. The Employer/Hospital will request volunteers from within the job classification and department/Clinical unit affected. If there are insufficient volunteers, the position(s) occupied by the least senior employee shall be designated for the change.

Section 5. Should it be necessary to make a change in the hours of operation in any clinical unit or department, the Employer/Hospital will produce a suggested change in writing at least thirty (30) calendar days prior to its proposed implementation, and give the Union the opportunity to write and present a proposal within seven (7) calendar days for discussion regarding the change prior to the date of implementation.

Section 6. One (1) week before the schedule is to take effect, the Employer/Hospital will provide at least a four (4) week advance work schedule, which encompasses the next calendar month. The posted schedule may not be changed without the written approval of the responsible manager or their designee and the affected employee. The responsibility for scheduling employees rests with the department head/designee. Bargaining unit members will not be responsible for any final work schedule posting.

Section 7. In preparation for the next work schedule, the Employer/Hospital recognizes that there may be occasions when employees may request a scheduling change, or would want to be off. In such situations, employees shall submit requests as follows:

- a. request shall be submitted by the fifth (5<sup>th</sup>) day of the preceding month. The final schedule will continue to be posted one (1) week prior to the start of that schedule. PTO denials shall be returned to employee no later than posting of the preliminary schedule (14 days ahead);
- b. each request shall be limited to one (1) day;
- c. in cases where requests exceed approvals, approval shall be granted in the following order:
  1. paid time off shall be approved as per Paid Time Off, Article 10;
  2. request for single PTO days, if more than one request in order of seniority; and
  3. requests not to be scheduled for a given day, if more than one request in order of seniority.

Section 8. Any employee desiring to schedule a day off during the period of the posted schedule must find a qualified employee replacement. Such request must be in writing, and shall be approved by the appropriate manager or their designee, and may not result in overtime.

Section 9. Flexible work plans involving one or more individuals in a specific department may be adopted or discontinued by the Employer/Hospital. The Employer/Hospital shall provide the Union with thirty (30) calendar days' notice of such adoption or discontinuance. Such notice shall not delay the implementation of the proposed change.

Section 10. The Employer/Hospital will schedule at least twenty-six (26) weekend shifts (Saturday/Sunday) off per calendar year for full-time and part-time employees. An employee may volunteer for more than twenty-six (26) weekend shifts per calendar year.

Section 11. If an employee is absent on a scheduled weekend of work, they will be required to make up the missed weekend within the next two (2) consecutive schedules unless:

- a. the employee is on bereavement leave and the missed weekend duty occurs during such leave;
- b. the employee is on a leave of absence due to disability, FMLA (excluding intermittent FMLA) or workers' compensation in excess of seven (7) consecutive days;
- c. the employee is not needed according to the staffing requirements of the unit within the next two (2) consecutive schedules following the missed weekend; and
- d. the employee is hired for a specific weekend requirement or has requested and is regularly scheduled to work weekends.

Section 12. Meal and rest period will be scheduled as follows:

- a. employees working at least five (5) or more consecutive hours in a normal work day shall be entitled to a fifteen (15) minute rest period;
- b. employees working more than six (6) consecutive hours in a normal work day shall be entitled to a thirty (30) minute unpaid meal period;
- c. employees working at least eight (8) or more consecutive hours in a normal work day shall be entitled to a thirty (30) minute unpaid meal period and one fifteen (15) minute rest period;

- d. employees working a twelve (12) or thirteen (13) hour shift in a normal work day shall be entitled to one (1) thirty (30) minute unpaid meal period and two fifteen (15) minute rest periods.
- e. employees working a sixteen (16) hour shift in a normal work day shall be entitled to one (1) forty-five (45) minute unpaid meal period and two (2) twenty (20) minute rest periods.

Special assignments of meal periods and rest periods shall be made by the supervisor. The Employer/Hospital shall provide for relief from work duties during scheduled meal and rest periods. Should an employee be required, by virtue of workload, to work through a normal meal period, the meal period shall be treated as time worked.

Section 13. Employees shall record their time worked on an automated system designated by the Employer/Hospital. Employees shall be paid for all time worked.

Section 14. If necessary, it is agreed that extra available shifts will be distributed to qualified employees in the following way:

- a. A needs list with all extra shifts will be included with the posting of the preliminary schedule (14 days before) and will remain posted for seven (7) days, Friday to Friday for all full-time, part-time and per diem employees.
- b. Extra available shifts will be offered to qualified employees in the following way:
  - 1. All extended shift employees who request extra hours and are entitled will be given an extra posted shift per week to compensate for the decrease in hours.
  - 2. All part-time and full-time employees for whom the extra hours will not amount to overtime, starting with the most senior, shall be considered next based on seniority.
  - 3. All per diem employees for whom the extra hours will not amount to overtime, starting with the most senior, shall be considered next based on seniority.
  - 4. All full-time, part-time and per diem employees based on seniority, on a rotating basis beginning with the most senior qualified employee.
  - 5. Cross-trained employees who sign up for extra shifts on the units where they are qualified to work.
  - 6. Any additional extra shifts that become available after the posting of the final schedule will be distributed in accordance with the above steps.

## **Article 5 Per Diem Employees**

Section 1. A per diem employee is one who works on a day-to-day, as needed basis, without a guarantee of set hours per week.

Section 2. Per Diem employees will be required to attend mandatory in-service programs in accordance with Employer/Hospital policy and shall be paid for such time.

Section 3. A per diem employee can bid on full-time, part-time and flexible positions through the job bidding/posting process.

Section 4. A candidate for per diem status must have a minimum of qualification and/or licensure and one (1) year of previous experience in the area they are hired.

Section 5. Scheduling for per diems shall proceed as follows:

- a. Per diems shall communicate their availability, a minimum of four (4) shifts per month, with the appropriate manager(s) one (1) week prior to the posting of the preliminary schedule to commit to their required shifts. If needed, a minimum of two (2) shifts per month including a minimum of one (1) weekend shift, must be scheduled and worked in order to maintain per diem status. In addition, per diem employees may be required to work one holiday. This does not apply to departments that are not open on Holidays.
- b. The manager of each department will develop a consistent method of notifying per diem employees of their schedule. The manager will then use that method to notify the per diem employee no later than at the time the final schedule is posted.
- c. In Radiology, a per diem employee shall work either the evening or night shift; or the day shift coupled with the evening shift or night shift.

Section 6. An employee who is accepted into a per diem position must work the shift length scheduled in that department for all of their commitment days.

Section 7. Employees who change to per diem status within the same salary grade will continue to be paid in accordance with CT Article 57, Salaries.

Section 8. Per Diem employees are not entitled to paid time off benefits. Employees who transfer to a per diem position shall not lose any paid time off prior to the transfer. The employee shall be paid all accrued, unused paid time off.

Section 9. A per diem employee who fails to meet the minimum monthly requirements or the holiday commitment as specified above, where opportunities have been offered, such employee shall receive a written notice of their failure to meet their commitment. Should a per diem employee again fail to meet their meet their minimum monthly requirement within twelve (12) months of written notice, such per diem employee shall receive a written termination notice. Copies of written notice sent to per diem employees shall be furnished to the Union.

Section 10. Per Diem employees will have seniority as defined in Article 11, Seniority.

Section 11. Per Diem employees may be required to share in the on-call responsibilities for their designated unit/department.

Section 12. If a per diem employee is regularly scheduled to work fifteen (15) or more hours per week, for a period of six (6) months or more, the position will be converted to a regular position with the category of employment equal to the hours worked per week. The only exceptions will be per diem employees who are working to cover leaves of absence, workers' compensation, disability or a position for which the Employer/Hospital is actively recruiting. For purposes of this section, actively recruiting refers to full-time and part-time positions only; recruitment for per diem positions will not be included.



## **Article 6**

### **Low Census**

Section 1. If it becomes necessary to reduce the number of employees in a particular department or unit, the reduction will be completed using the Low Census procedure. It is understood that no low census will be done until the ED census and the OR schedule have been evaluated.

- a. Where low census reductions are needed, employees who are qualified will first be assigned to float to available assignments.
- b. Where low census reductions are needed on a shift to shift basis, voluntary low census hours or shift will be granted, if possible, following the guidelines under equitable rotation below.
- c. As assessed on a daily basis, employees in a specific department or unit will be required to take mandatory low census hours or shift on an equitable rotation. Equitable rotation shall be as follows:
  1. Volunteers will be solicited in descending seniority by phone (call or text), on a rotational basis. If volunteers are solicited by group text, employees will have thirty (30) minutes to respond.
  2. The first person contacted who volunteers shall be given the low census hours or shift.
  3. If there are sufficient volunteers, those returning the call and volunteering shall be selected on a first-come basis to the extent needed.
  4. If there are insufficient volunteers, then the following employees will be low censused in this order:
    - a. Any scheduled overtime (time paid at time and one-half) will be canceled;
    - b. Any scheduled per diem employees;
    - c. Any employees with hours in excess of budgeted weekly hours;
    - d. Regular employees shall be mandatorily excused from work in order of inverse seniority on a rotating basis with the understanding that the employee accepting this opportunity shall have the option of utilizing PTO or taking the time without pay.

Section 2. An employee taking low census hours or shift will be given credit toward benefits (accrual of paid time off, extended sick day accrual, health insurance and pension). The maximum number of mandatory low census hours will not exceed the number of hours equal to one (1) regularly scheduled shift per pay period, up to and including eight (8) shifts per year for any employee.

Section 3. Low Census of three (3) hours or less will not be counted in the tracking of time for equitable rotation. When tracking low census rotation, any time greater than three (3) hours but less than the entire shift, shall count as one-half (½) turn for purposes of equitable rotation. An employee leaving less than three (3) hours prior to the end of their scheduled shift will still be required to obtain prior manager approval.

Section 4. Low census paid time off and low census without paid time off will be utilized to account for the balance of the shift. The request for paid time off must be made by the employee, otherwise the difference remains unpaid.

Section 5. The Employer/Hospital will make every reasonable effort to notify employees in advance of a cancellation of a shift due to low census, but not more than twenty-four (24) hours' notice. It will be the responsibility of the employee to maintain a current telephone number listed with the Employer/Hospital.

Section 6. If such employee is assigned any work, they will be guaranteed a minimum of four (4) hours on that day. An employee who volunteers or is assigned to work such a temporarily reduced shift at the request of the Employer/Hospital will not have a reduction in benefits.

Section 7. Any employee returning from disability, workers' compensation or an FMLA qualified leave of absence; and newly hired employees who have completed the probationary period, will have special consideration regarding low census. These employees will fall into the rotation equal with the person(s) on the unit who has the lowest amount of low census days for that calendar year adjusted for the number of instances of low census within that unit while the employee was out on leave.

### **Article 7 Respiratory and Sleep Low Census**

Section 1. If it becomes necessary to reduce the number of employees in the Respiratory and Sleep Departments, the reduction will be completed using the Low Census procedure as follows:

- a. Where low census reductions are needed, employees who are qualified will first be assigned to float to available assignments;
- b. Any scheduled overtime (time paid at time and one-half) will be canceled;
- c. Per diem time in excess of commitment days will be canceled;
- d. Any scheduled hours in excess of an employee's normal work week or in the case of a part-time employee in excess of the weekly hours for which they were hired, will be canceled in inverse order of seniority, with the understanding that part-time employees shall have the option of utilizing or taking PTO;
- e. Employees shall be provided the opportunity to be excused from work in order of seniority on a rotating basis with the understanding that the employee accepting this opportunity shall have the option of utilizing PTO or taking the time without pay;
- f. Per Diem commitment days will be canceled;
- g. Employees shall be mandatorily excused from work in order of inverse seniority on a rotating basis with the understanding that the employee accepting this opportunity shall have the option of utilizing PTO or taking the time without pay.

Section 2. An employee taking low census hours or shift will be given credit toward benefits (accrual of paid time off, extended sick day accrual, health insurance and pension). The maximum number of mandatory low census hours will not exceed the number of hours equal to one (1) regularly scheduled shift per pay period, up to and including sixty (60) hours per year for any full-time employee and thirty-six (36) hours for any part-time employee.

Section 3. Low Census of less than two (2) hours will not be counted in the tracking of time for equitable rotation. An employee leaving less than two (2) hours prior to the end of their scheduled shift will still be required to obtain prior manager approval.

Section 4. The Employer/Hospital will make every reasonable effort to notify employees in advance of a cancellation of a shift due to low census with a minimum of two (2) hours but not more than twelve

(12) hours' notice. It will be the responsibility of the employee to maintain a current telephone number listed with the Employer/Hospital.

Section 5. It is understood that no low census will be done until the ED census and the OR schedule have been evaluated.

### **Article 8 On-Call**

Section 1. An employee will be considered "on-call" and entitled to on-call pay when the employee must be accessible via phone for a specified period of time. An on-call employee must provide the Employer/Hospital with a primary phone number and optionally a backup telephone number.

Section 2. An employee on-call will be entitled to one (1) hour of pay at the employee's base rate for every four (4) hours of call. The rate paid will be prorated for hours less than, or greater than, four (4) hours spent on-call.

Section 3. An employee shall be entitled to a minimum of three (3) hours pay or pay for time actually worked while on call, whichever is greater, plus any on-call they are entitled to.

Section 4. Pay for time worked on-call shall be at the rate of time and one-half plus appropriate shift differential.

Section 5. Only hours actually worked when the on-call employee is called in will be considered for the purpose of calculating overtime.

Section 6. Employees who are scheduled on-call on the following holidays will be entitled to the on-call pay outlined in Section 2. above, plus an additional twenty dollars (\$20.00) for every eight (8) hours spent on-call. The rate paid will be prorated for hours less than eight (8) spent on-call: New Year's Eve and Christmas Eve (3:00 pm - 11:59 pm), Christmas Day, New Year's Day, Thanksgiving Day, Independence Day, Memorial Day, Labor Day, and Easter Sunday.

Section 7. Any employee may switch and/or give away their on-call to any other employee with the approval of the manager.

Section 8. On-call shall not be used to cover vacancies or for call ins. It is only to be utilized in situations where a tech is needed to assist in the treatment of an unscheduled patient or when follow-up is required as part of the continuation of a procedure.

### **Article 9 On-Call Procedure Operating Room & Radiology**

Section 1. All employees upon completion of probation and with the approval of their manager are required to take on-call. On-call shall be evenly distributed between qualified employees on an assigned day basis. The call scheduled for weekdays is posted on a monthly schedule. On-call hours are defined as:

OR Weekday	8:00 pm - 7:00 am
OR Weekend	Sat. 7:00 am - Sun. 7:00 am; and Sun. 7:00 am - Monday 7:00 am
Special Procedures Weekday	4:30 pm - 8:00 am
Special Procedures Weekend	Sat. 8:00 am - Sun. -8:00 am; and Sun. 8:00 am - Mon. 8:00 am
Ultrasound Weekday	11:00 pm - 7:00 am

Ultrasound Weekend	Sat. 8:00 pm - Sun. 7:00 am; and Sun 3:00 pm - Mon. 7:00 am
Non-Credentialed and Credentialed Cardiac Sonographers (ECHO)	Sunday into Monday (start of week): Midnight - Monday 7:00 am Mon/Tues/Wed/Thurs: 4:30 pm – 7:00 am; Friday: 4:30 pm - Midnight Saturday: Midnight - 7 am and 3 pm-midnight Sunday: Midnight Saturday - Midnight Sunday (24 hours) Holidays: 24-hour coverage from end of last shift (e.g., Thanksgiving Wed 4:30 pm until Friday 7:00 am)
MRI Tech Weekday	5:00 pm - 7:00 am
MRI Tech Weekend	Saturday 7:00 am – Sunday 7:00 am Sunday 7:00 am – Monday 7:00 am

Section 2. Weekend on-call shall be assigned on a rotating basis and may be changed with the mutual agreement of the employee and Manager/designee. If there are no volunteers, the Manager/designee will assign on-call on a rotating inverse seniority basis until the entire list of eligible employees has been rotated through.

Section 3. Weekend on-call shall be assigned by January 1<sup>st</sup> of each year by the Manager for the entire year. In the OR, a qualified scrub employee will be scheduled. Call may be changed with mutual agreement of the employee and the Manager.

Section 4. By January 1<sup>st</sup>, all employees shall choose which holiday they wish to be on-call. Assignment of holiday on-call shall be completed in order of seniority.

If an employee wishes to volunteer, they may do so. If there are no volunteers, the Manager may assign on-call on a rotating inverse seniority basis. No employee shall be expected or assigned to take call the same holiday two (2) years in a row. Holiday on-call is for twenty-four (24) hours, except Christmas Eve and New Year's Eve.

In the event that there are no scheduled elective cases during a regular workday, the on-call weekday will revert to a twenty-four (24) hour day.

Section 5. In the event that the scheduled on-call person is unable to meet their obligation, the on-call person shall seek volunteers. If there are no volunteers, the Manager may assign the on-call on a rotational inverse seniority basis, using employees scheduled that day. No employee shall be expected to cover on-call if they are on a day off or scheduled PTO.

Section 6. In the event the scheduled on-call person calls off on unscheduled PTO, the call hours will be awarded to the most senior volunteer. If there are no volunteers, it will be assigned on a rotational inverse seniority basis, using employees already working that day.

Section 7. No employee shall be expected to take on-call if they are on vacation or a regularly scheduled day off, or take call the last day worked prior to scheduled PTO.

Section 8. If an employee is on New York State Disability, Workers' Compensation, bereavement leave, or leave of absence, they shall not be expected to make up their missed call.

Section 9. If an additional employee is needed to assist with an on-call procedure, the assignment will be offered beginning with the most senior technician/technologist.

Section 10. The on-call schedule shall be posted at the same time as the monthly schedule and shall not be changed without the employee and Manager's consent.

Section 11. In the OR when a long case(s) approximately four (4) hours or more in length are scheduled on Friday for Saturday, the call team will work for the long case that is scheduled. Volunteers will be solicited in descending order of seniority for a second call team for the hours on Saturday in which the first call team is doing a long case. The assigned call will be for a minimum of six (6) hours. After the case(s) is completed, the second call team will no longer be needed.

If on Friday there are insufficient volunteers for the second on-call team, and there is a need for a second call team, the lowest senior person working on that Friday will be assigned on an equitable rotation. This will be done on an inverse seniority basis.

Section 12. When taking call, if an employee is called into work and is on the posted schedule for the next morning, the following options will be available:

- a. report for duty up to eight (8) hours after they punch out; or
- b. report to work at their scheduled time; The exception will be when an employee is called in only once during the period of an eight (8) hour on-call assignment within two (2) hours prior to the beginning of their shift.

In each case, the employee must inform the Manager or Supervisor of their decision. Any employee who takes rest time shall have the option to take it as scheduled PTO.

Section 13. When a department is closed due to lack of work, call will be offered to the person that is scheduled to be on call that day. In the event that the call person is unable or does not want to assume the call responsibility at the start of low census, the call will be offered to the highest senior person being low-censused. If no one working accepts the call, it will be assigned to the lowest senior person being low-censused, at the time the department closes. On call will start at the beginning of low census and will end with the start of the scheduled on-call hours as defined in Section 1. Call will revert to the scheduled call person at the time it is scheduled to begin. All employees will be paid according to Article 8, On Call.

Section 14. A list of OR qualified radiologic technologists who are interested in being called in, will be established. If there is an OR case requiring a radiologic technologist Monday through Friday between the hours of 11 pm and 7:00 am, and Saturday 7:00 am through Monday 7:00 am, it shall be offered on a rotating basis to employees on the list, beginning with the most senior employee. The technologist will be paid a minimum of four (4) hours at their base hourly rate, plus a seventy-five dollar (\$75) lump sum payment for each occasion they are called in. There will be no on-call pay for the OR qualified radiology technologist on the list. In the event that no one from the list is available or can be reached, the special procedures tech that is on-call will be required to report.

## **Article 10 Paid Time Off**

Section 1. All full-time employees, hired at Kenmore Mercy Hospital before 10/1/01, are eligible for Paid Time Off (PTO) according to the following schedule:

Full Time (7.5 hr) employees hired prior to 10/1/01

Length of Service	Accrual Rate	Maximum Accrual (Hours/Days)	Maximum Balance in employee bank (Hours/Days)
19 years to less than 24 years (228-287 months)	.162	315.00	367.50
24 years and following (288 + months)	.166	322.50	375.00

Section 2. All full-time employees, and employees hired on or after 10/1/01, are eligible for Paid Time Off (PTO) according to the following schedule:

Length of Service	Accrual Rate	Maximum Accrual (Hours/Days)	Maximum Balance in employee bank (Hours/Days)
Date of hire to less than 3 years (0-35 months)	.087	165.00	217.50
3 years to less than 4 years (36-47 months)	.090	172.50	225.00
4 years to less than 9 years (48-107 months)	.108	210.00	262.50
9 years to less than 15 years (108-179 months)	.128	247.50	300.00
15 years to less than 24 years (180-287 months)	.147	285.00	337.50
24 years and following (288 + months)	.167	322.50	375.00

Section 3. All part-time employees are eligible for Paid Time Off (PTO) according to the following schedule:

Length of Service	Accrual Rate	Maximum Accrual (Hours/Days)	Maximum Balance in employee bank (Hours/Days)
Date of hire to less than 9 years (0-107 months)	.069	135.00	187.50
9 years to less than 24 years (108 -287 months)	.108	210.00	262.50
24 years and following (288+ months)	.154	270.00	288.00

Section 4. Eligible employees accrue PTO from their most recent date of hire but cannot begin using their accumulated time until completion of their first three (3) months of employment. Prior to completion of three (3) months of service an employee may take time off without pay if approved by the appropriate supervisor. During their probationary period, newly hired employees shall only be permitted to use PTO for the reasons set forth in the New York State Paid Sick Leave law.

Section 5. An employee changing from an ineligible to an eligible status (e.g., per diem to full time) will begin accruing PTO the first full pay period from the date of the change providing they have satisfied their probationary period.

Section 6. If an employee changes from full-time to part-time benefit eligible status, there shall be no change in benefit date. In addition, the part-time employee will be able to carry over up to fifty percent (50%) of the Paid Time Off maximum accrual allowed based on their part-time benefit accrual category. The remaining portion will be paid out to the employee.

Section 7. PTO is accrued for every hour an eligible full-time or part-time employee is paid, including paid benefit hours up to seventy-five. Employees under a Leaves of Absence under CT Article 13, Section 7 shall not accrue PTO. All accruals are subject to the annual and total maximum caps. Upon request the union shall provide documentation to the employer reflecting the attendance of any employee using the provisions of Article 2, Union Representation.

Section 8. All PTO is paid as a terminal benefit, provided two weeks' notice has been given. The payment will be made on the pay date following the employee's last day of employment. Upon the death of an employee with a PTO balance, accrued PTO will be paid to the employee's estate.

Section 9. Paid Time Off Scheduling:

- a. An employee's manager or designated supervisor must approve all PTO. PTO may be used for holidays.
- b. PTO should be scheduled in advance of the time block with routine time requests as noted in Article 4, Hours of Work except for instances of illness or other unforeseeable emergencies when it will be considered.
- c. Unscheduled absences must be reported to the appropriate designee no later than two (2) hours before the start of a shift for the day shift. Evening and night shift employees must make every reasonable effort to call four (4) hours before the start of a shift, but no less than two (2) hours before the start of a shift.
- d. Selection of the Holiday:
  1. When the department must remain open for the following holidays, and when staffing requirements demand, all full and part time employees working seven and one-half (7 1/2) hour shifts shall be required to work no more than one (1) holiday in each of the following groups of holidays on a rotating basis:

Memorial Day	or	Independence Day
Labor Day	or	Thanksgiving Day
Christmas Eve	or	New Year's Eve
Christmas Day	or	New Year's Day

In addition to the above holidays, Easter shall also be considered a holiday. Employees shall not be required to work Easter Sunday more than one (1) time every other year.

The Radiology Department will continue to follow their current Holiday rotation calendar.

Holiday commitments that occur during approved scheduled vacations shall be met. No employee will be expected to work any one of the following holidays for



two (2) consecutive years: Christmas (day and eve), Thanksgiving, or New Year's (day and eve) unless done on a voluntary basis.

2. In areas where employees are expected to take Holiday call, holidays will be covered on a voluntary basis. If there are no volunteers, then holidays will be assigned on a rotational basis according to inverse seniority. If an employee already volunteered for a holiday in a calendar year, they would be exempt from the rotation.
3. Assignments to work a holiday in each group will be determined by the previous year's holiday assignment, and will be done on an alternating basis.
4. If scheduling permits an employee to have an extra holiday off on New Year's Day, Thanksgiving Day, or Christmas Day, the holiday in question will first be offered to the most senior employee on that unit and thereafter that holiday will be offered on a rotational basis.

Should there be a holiday shift that is not adequately staffed under these conditions, the holiday(s) will be posted on a needs list and awarded to the most senior employee who signs up. Should there be remaining holidays, the least senior employee on the unit shall be scheduled for an additional shift on a rotating basis.

5. If there is low census on a holiday, the employee assigned a third holiday will be offered low census first
  6. If an employee leaves during the year and a new employee is hired in their place, the new employee shall fulfill their holiday commitment, once they have completed orientation.
- e. The holidays and/or shifts referenced below shall be considered the holiday, and shall be paid at the rate of time and one half (1 ½) the employee's base rate for all hours worked:
1. Christmas Eve from 3:00 pm through 11:59 pm;
  2. Christmas Day from 12:00 am through 11:59 pm;
  3. New Year's Eve from 3:00 pm through 11:59 pm;
  4. New Year's Day from 12:00 am through 11:59 pm;
  5. Easter Day from 12:00 am through 11:59 pm;
  6. Memorial Day from 12:00 am through 11:59 pm;
  7. Independence Day from 12:00 am through 11:59 pm;
  8. Labor Day from 12:00 am through 11:59 pm; and
  9. Thanksgiving Day from 12:00 am through 11:59 pm
- f. Switching of shifts or partial shifts between employees may occur after the schedule is posted with the manager's approval. Written requests must have the signature of the affected employees. The initially scheduled holiday shall be considered the holiday commitment.

Section 10. Requests for one week or more of PTO shall be submitted three (3) times a year on Form HR15 as outlined below:

- a. by October 1 of the preceding year for the period of time from January 2 through May 31.
- b. by February 1 for the period of time from June 1 through Labor Day.
- c. by June 1 for the Tuesday after Labor Day through January 1.



- d. Should an employee desire to request available time off outside the above deadline, if it remains, the request shall not be unreasonably denied.
- e. PTO slips will be made available to employees no later than thirty (30) days prior to the deadline for PTO submission.
- f. Approval or denial of such requests shall be indicated by no later than thirty (30) days after the deadline for each submission period. In case of conflict, seniority will be the determining factor.
- g. Each employee will be approved for a minimum of one (1) week of PTO during prime-time summer (June 1 - Labor Day weekend). Additional weeks can be requested and are subject to management approval, only after each employee has been granted their first selection. Such request will not be unreasonably denied.
- h. Weekends requested in conjunction with approved vacation time shall be requested at the time of the initial vacation request and shall not be unreasonably denied.
- i. Should an employee desire to change an approved PTO and the schedule has not already been posted the employee may request the PTO request to be withdrawn. The employee must submit the change at least thirty (30) days prior to the first day of the scheduled PTO time. The employees request shall be accommodated, if possible, provided such request does not interfere with department operations or previously approved request of other associates regardless of seniority.
- j. When a transfer to another department or change in status occurs, at the employee's request, approved vacation requests must be re-submitted. However, every attempt will be made to accommodate the employee's previously approved vacation schedule.

Section 11. The scheduling and payment of PTO shall be based on an employee's normal work schedule and normal workdays in a work week. In the event an employee requests to reduce their scheduled hours or shifts in a work week, the employee will be required to utilize PTO for the reduction in hours.

Section 12. In all cases, sufficient PTO time must be available when the approved period of time off arrives. If the employee does not have sufficient time available then they may be required to work all or part of a portion for their regularly scheduled hours, as needed.

Section 13. If a department or work unit is closed as a result of an Employer/Hospital recognized holiday, namely New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day, an employee may take a PTO day. If an employee is scheduled to work when their department or work unit is open, another PTO day can be scheduled at a more appropriate time depending on Employer/Hospital needs.

Part-time employees scheduled to work on any of the above recognized holidays have the option of taking PTO, but must work or take PTO up to their budgeted hours.

Section 14. For the purposes of accommodating requests for vacation, only staffing requirements for bargaining unit members in a given clinical unit may be considered.

Section 15. An eligible employee may voluntarily donate a portion of their own PTO benefit to an employee who is away from work on approved leave for disability, family medical leave, or personal leave of absence for hardship reasons. The employee will be eligible to give hours from his or her own accrued balance of PTO. Donated hours shall be subtracted for donor's PTO accrual bank with no adjustment for their dollar value. Donated hours shall be paid to the benefited employee at the benefited employee's rate of pay. The receipt of the donated PTO has to be on the same payroll as the donor.

Section 16. PTO cannot be used for less than one (1) hour, except for low census purposes.

Section 17. Paid Time Off (PTO) at time of termination will be processed as follows:

- a. Employees who fail to complete the probationary period, for any reason, will receive no payout of any accrued PTO at time of termination.
- b. Employees who successfully complete the probationary period, and are terminated by the Employer/Hospital, will receive a payout for all accrued, unused PTO following termination.
- c. PTO for employees who successfully complete the probationary period, and resign from their position will be processed as follows:
  1. If the employee fails to provide a minimum of two (2) weeks written notice, there will be no payout of any accrued PTO.
  2. If the employee provides a minimum of two (2) weeks written notice and works their normal schedule during the notice period or is away from work on approved PTO, then the employee will receive a payout of all accrued PTO at time of termination.
  3. If the employee provides a minimum of two (2) weeks written notice, and then takes unscheduled PTO during the notice period, the employee will not be paid for the hours away on unscheduled PTO. In addition, the hours the employee was off on unscheduled PTO will be deducted from the employee's PTO bank. Once the deduction is made, then the Employer/Hospital will pay the balance of accrued unused PTO. Extenuating circumstances will be evaluated on a case-by-case basis.

Section 18. Full-time and part-time employees are eligible to participate in the PTO buyback program up to a maximum of seventy-five (75) hours as follows:

- a. Eligible employees may elect in December of each year by filling out an irrevocable PTO buyback election form. The form must be submitted by the employee to myhr@chsbuffalo.org or the HR department by December 15th. Forms will be made available to employees no later than December 1st.
- b. Employees' PTO payout will be made by the end of November of the following year.
- c. Employees shall only be able to receive a cash payout on PTO accrued in that calendar year and as long as the employee has the accrued time in their bank at the time of payout.

## **Article 11** **Seniority**

Section 1. Seniority shall mean the length of unbroken service of an employee covered by this Agreement beginning with their most recent date of hire by the Employer/Hospital.

Section 2. An employee who accepts a non-bargaining unit position and returns to the bargaining unit within one (1) year, shall accrue seniority from their original date of hire. An employee who accepts a non-bargaining unit position and returns to a bargaining unit position after one (1) year, shall have a seniority date determined which will be for all years of service with the Employer/Hospital outside of management positions.

Section 3. An employee with at least twelve (12) months of seniority within Kenmore Mercy Hospital who terminates his or her employment and is rehired within one (1) year from the date of termination of

service shall, after completing twelve (12) months of service, receive his or her original seniority date(s), adjusted for the period of separation.

Section 4. Any employee hired into the bargaining unit from within the Catholic Health System, shall carry over their Catholic Health System date of hire only for benefit programs and wage assignments, at whichever rate is higher. For purposes of this section, service may be bridged for up to twelve (12) months.

Section 5. Seniority shall be lost and an employee shall be terminated when they:

- a. resigns or quits;
- b. is discharged;
- c. retires, with or without qualifying for benefits under the Employer's retirement plan or Social Security;
- d. fails to return to work upon expiration of a leave of absence;
- e. engages in gainful employment while on leave of absence without approval of the Employer/Hospital unless the employee is out of the immediate area of Western New York; approval shall not be unreasonably denied;
- f. fails to accept the position per Article 14, Layoff & Recall;
- g. is absent without notice for two (2) consecutive scheduled work days; unless beyond the employee's control;
- h. does not return from a leave of absence due to illness or injury as provided for in CT Article 20, Disability and Workers' Compensation;
- i. has exhausted the period of time for which they have recall rights as provided for in Article 14, Layoff and Recall.

Quarterly, the Employer/Hospital shall post and furnish to the Union a seniority list and shall correct such list from time to time as may be necessary.

Section 6. Employees are asked to give at least four (4) weeks' notice of resignation; however, employees must give at least two (2) weeks' notice of resignation. Resignation notices should be submitted in writing and specify the last day the employee is to be at work. This notice period may be reduced or waived at the discretion of management. An employee may not extend their employment through the utilization of benefit hours or to meet the period of notice.

Section 7. It is agreed that when two (2) or more CWA members have the same seniority date, the last four digits of the employee's social security number shall be used to determine seniority. The most senior being the employee possessing the lowest four digits in the social security number.

## **Article 12**

### **Filling of Vacant Positions**

Section 1. When a position in the bargaining unit is vacant, the position shall be posted electronically and in an agreed upon location in the Employer/Hospital.

Section 2. The posting shall include the number of hours, shift, scheduled hours, job title, grade, department/clinical unit and qualifications for the position and sufficient information to adequately describe the vacancy. The notice shall remain posted for a period of seven (7) calendar days. An employee, within

the seven (7) day posting period, may file an electronic application through the Employer's applicant tracking system.

Section 3. During the posting period, the Employer/Hospital will determine if there are members of the bargaining unit who are on layoff and are eligible for recall to the posted position. If there are employees on layoff who are eligible for recall (e.g., to a position which is in their job title, category of employment, salary grade and shift) to the posted position, the individual(s) shall be added to the list of bidders, as though they applied for the position.

Section 4. Employees on leave may bid on jobs, providing they anticipate medical clearance from the medical provider/IDM to return to work within thirty (30) days from the date of selection, or have a valid return to work date if on military leave. The Employee should verify that their anticipated return to work date is on file with IDM. All other eligibility criteria must be met.

Section 5. Selection of the successful bidder shall be completed by the appropriate manager within fourteen (14) days of the posting period. If an employee in the bargaining unit is selected, the employee selected shall be given two (2) calendar days from the employee's receipt of the notification of their selection to accept the position. Failure to respond within the time specified shall constitute a rejection of the position.

Section 6. Upon request by an unsuccessful candidate, the Employer/Hospital shall advise the unsuccessful candidate in writing as to why they did not qualify for the posted position. The Employer will also notify the Union of the successful bidder including the posting number, and provide the Union with a copy of the offer letter which matches the job posting.

Section 7. The Employer/Hospital will first attempt to fill bargaining unit vacancies from within the bargaining unit. When qualifications and the ability to do the work are relatively equal, seniority will be the determining factor. The employer retains the discretion to determine qualifications and the ability to do the work. Such discretion shall not be exercised in an arbitrary or capricious manner. Qualifications shall be defined as the minimum education and experience and related job requirements set forth in the applicable job description. The eligible employee shall have a satisfactory work record including: performance evaluations and the absence of a written warning given within the last six (6) months and the absence of a final written warning given within the last twelve (12) months. If an employee has an active discipline, and they are the only on-time internal qualified bidder, they shall be considered for the position. Before the job posting goes external, a discussion will be held between the union and management about the bidder and their current corrective action to discuss the option of offering the position to that employee.

Section 8. If there are no qualified bidders within the bargaining unit, no employees eligible for recall, or no employees who accept recall for the position within the bargaining unit, the Employer/Hospital may seek qualified employees from any available source.

Section 9. The successful bidder shall be required to serve a trial period of sixty (60) days in the new position during which the employee is actually at work.

- a. If at any time during the trial period the successful bidder does not meet satisfactory performance requirements, they will be returned to their original position or one of the same category and shift if such a vacancy exists. If the original position is not vacant, the employee may exercise any rights available pursuant to the layoff and recall procedure except that they shall not be allowed to bump.
- b. If an employee is denied a vacant position because they fail to possess the minimum training/education for the position, and the position remains unfilled, the individual may

reapply for the position at such time as the employee achieves the minimum education/training required for the position.

- c. If a successful bidder is dissatisfied during the trial period, such employee may, within twenty-one (21) calendar days of being placed in the new position, return to their original position, if vacant. If the original position is not vacant, the employee may exercise any rights available pursuant to the layoff and recall procedure except that they shall not be allowed to bump.

Section 10. Unlicensed personnel may not be accepted for posted vacant positions requiring licenses.

Section 11. Probationary employees or employees who are in their job title less than ninety (90) days shall not be permitted to bid except for positions within their job classification and department/clinical unit, or a position that would provide for a status change. Status change for purposes of this article is intended to mean a change from part time to full time or full time to part time.

Section 12. A successful bidder may not bid on another posted vacant position for a minimum of six (6) months unless the position provides for an increase in hours or no other employee from within the bargaining unit has applied for the position.

Section 13. Any employee who applies for and is placed in a temporary position, shall continue to accrue seniority and all benefits and shall maintain their category of employment. At the expiration of the temporary position, such employee shall return to their previous position, if vacant, or be placed in accordance with the layoff and recall procedure, except that they shall not be allowed to bump.

Section 14. Should an employee in a regular position be selected to fill a temporary position in their same department, that individuals' regular position may then be filled by the Employer/Hospital on a temporary basis from any available source. Should an employee in a regular position be selected to fill a temporary position in another department, the manager of the employee shall have the option of filling the vacated position on a temporary basis from any available source or filling the position as outlined in Sections 1-11 above.

Section 15. The process provided below shall be utilized when temporary positions become available that are expected to last thirty (30) calendar days or more:

- a. Postings for temporary position to be filled shall be made electronically and in designated areas near regular postings.
- b. Postings shall be made for temporary positions of thirty (30) days or more provided the temporary position is vacant.
- c. Positions will be posted for a minimum of three (3) calendar days.
- d. The Employer/Hospital may select from among qualified regular employees who have expressed interest.
- e. In order to be eligible for selection an employee must be available to begin in the position on the date needed.

### **Article 13 Health and Safety**

Section 1. It is a basic objective of both parties to this Agreement that safe working conditions shall be maintained. The Parties will observe all applicable health and safety rules and regulations. The Employer will provide and maintain safe working conditions.

Section 2. The Union and the employees agree that they will cooperate in promoting safety and will comply with all safety rules. An unsafe condition or hazard should be immediately brought to the attention of a supervisor so that the condition can be investigated and dealt with appropriately. If the unsafe condition or hazard is not addressed, it shall be brought to the attention of the Health and Safety Committee.

Section 3. The Union may appoint one (1) member from each bargaining unit represented by the union to the Health and Safety Committee. One of those members shall be designated as the co-chair. Union committee members shall be compensated as time worked for any time spent in committee meetings. Time spent on assignments designated by the committee are subject to prior approval by the Employer/ Hospital, and shall be paid, as long as it does not incur overtime. Such committee time shall be paid as straight time.

Section 4. The Health and Safety Committee shall meet at least ten (10) times per year or as mutually agreed to by members of the Committee. The Committee shall determine the nature of all projects and assignments and the amount of time and individuals to be involved with such projects and assignments.

Section 5. No employee shall be expected or permitted to work under conditions which will create an immediate an unduly hazardous threat to his/ her safety or health.

Section 6. The Health and Safety Committee will research and evaluate ergonomic technologies designed to improve workflow and risk reduction associated with errors and injuries; included but not limited to a “minimal lift” and “no lift” work environment.

Section 7. All in house instrument trays in the OR will be twenty-five (25) pounds or less. All external instrument trays in the OR shall be weighed and labeled prior to being brought into the OR.

Section 8. The Employer/Hospital agrees to continue the Workplace Violence Committee which will include no less than one (1) member of the CWA. This committee will meet at least once per month to address any Hospital-wide workplace violence issues and review occurrence reports. The goal of this committee will be to reduce incidents of violence and abuse in the workplace. With mutual agreement of the Union, the Employer/ Hospital may incorporate the Workplace Violence Committee as a sub-committee segment of the Health and Segment Committee at such time as deemed appropriate by the Employer/ Hospital and the Union.

#### **Article 14 Layoff and Recall**

Section 1. In the event it becomes necessary to layoff or permanently eliminate a filled position; the Employer shall provide the Union with fourteen (14) calendar days' notice prior to layoff.

Section 2. The Union shall receive information including the number of positions to be reduced including the department/clinical units, categories and shifts affected by the layoff and/or elimination of positions.

Section 3. Employees selected for layoff shall be given at least seven (7) calendar days' notice to layoff.

Section 4. Once the department(s)/clinical unit(s), category(ies) and shift(s) are determined, all probationary employees in such title(s) and category(ies) in the department(s)/ clinical unit(s) and shift(s) affected shall be removed. Per diem employees will be reduced to the minimum hours required under Article 5, Per Diem Employees. No more than two (2) per diem employees per job title per shift will be included in each department's schedule, except for the respiratory department where no more than two (2) per diems per shift will be included in the schedule for the entire department. The limitations on the use of



per diems contained in this section will apply only where the job title at issue (or department, if referring to respiratory) is experiencing a layoff.

Section 5. If, after compliance with the provisions outlined above, an employee with seniority is subject to layoff, such employee, in accordance with their seniority rights, shall be entitled to pursue a position in the bargaining unit in the following sequence:

- Step 1. The employee subject to layoff will have the option of filling a vacant position in the bargaining unit, provided that they have the entry level qualification for hiring into the position.
- Step 2. If no vacancy exists, they will be permitted to displace any probationary employee in their category of employment and shift.
- Step 3. If there are not probationary employees who may be displaced, then the employee subject to layoff may bump the least senior employee in their category of employment and shift. It is understood that in all placements under layoff and recall situations:
  - a. the employee must meet the requirements of the job description;
  - b. an employee may opt to drop shift or category of employment, they may do so at any step of this procedure; and
  - c. part-time employees may not be placed in a full-time position.

When the least senior employee above is bumped, they shall be placed as if they were originally subject to layoff as described above.

Section 6. The Employer/Hospital, when required by equipment installation or failure, acts of God, or other like unforeseen circumstances may reduce the workforce for a temporary period, not to exceed fourteen (14) calendar days without the application of seniority rights other than within the affected clinical unit on each shift. In such event, the following procedures shall be applicable:

- a. Employees affected in such clinical unit shall be offered temporary transfers to vacancies in other clinical units, provided they are immediately qualified to perform the work. Bargaining unit positions filled by temporary employees shall be considered vacancies. Preference shall be on the basis of seniority.
- b. The Employer/Hospital shall request voluntary layoffs or voluntary low-census days from within such affected clinical unit.
- c. After three (3) calendar days' notice, displaced employees shall be temporarily laid off by ascending order of seniority within the clinical unit affected. Any employee subject to such temporary layoff may take available unused paid time off benefits.

Section 7. In the event of a consolidation of units or the reduction of beds and reconfiguration of staff on a unit, the procedure for downsizing will be implemented as follows:

- a. the positions required to accomplish the revised staffing levels will be designated;
- b. the current staff in the department will be listed according to seniority;
- c. starting with the most senior, each employee will be assigned to the same position that they previously held until matching new positions are exhausted;
- d. remaining staff, starting with the most senior may select from the remaining open positions, fill vacant positions elsewhere in the hospital or elect layoff; and



- e. when all positions are filled the layoff procedure will be followed for the remaining unassigned staff.

Section 8. If no vacancy exists, an employee targeted for layoff may elect a layoff instead of bumping a less senior employee without jeopardizing unemployment benefits, subject to New York State regulations and where the cost of unemployment to the Employer/Hospital would not differ.

Section 9. For employees who are laid off, payment for accrued Paid Time Off shall be made at the next pay date following the conclusion of the last severance payment.

Section 10. Employees on layoff shall not accrue seniority.

Section 11. Employees shall be considered for recall by seniority to vacancies for which they possess the ability to perform the job, in accordance with the above paragraph and Article 12, Filling of Vacant Positions.

Section 12. Full-time employees, at their option, may accept recall to a part-time position and remain on recall to a full-time position.

Section 13. Part-time employees who are displaced shall be eligible for recall, until such time as they have been recalled to a position in the same category as the position from which they were originally displaced.

Section 14. Employees on layoff shall be entitled to two (2) weeks of severance pay. In the event the employee is recalled to work within the two (2) week severance period, severance pay shall be reduced by hours actually worked. Employees on layoff may continue to participate in the Employer's/Hospital's group life and group health insurance programs provided the employees pay the full premium for said programs. Time spent on layoff shall not constitute a "break in service" under the terms of the retirement plan.

Section 15. Recalls from layoff will be by certified mail to the employee's last known address on file with the Employer/Hospital. It shall be the employee's responsibility to insure the Employer/Hospital has a current address. Any employee recalled must notify the Employer/Hospital of intent to return within three (3) working days after receipt of notice unless prevented from doing so by verifiable illness or death in the family or current employment where notice is required, in which case the employee must report within ten (10) days of recall notice. Employees who decline recall to a position that is equal in category of employment and shift, or fail to return on their start date, shall be processed as a voluntary resignation.

Section 16. All employees who have successfully completed the probationary period at the time of layoff shall have recall rights for a period not to exceed twenty-four (24) months whenever a vacancy occurs in any bargaining unit position, laid off employees shall be recalled to such positions in the reverse order of layoff as long as the individual is able to meet the minimum skill, education and experience for hiring into the position. Employees shall be recalled to positions in their prior category of employment. An employee shall not be permitted to upgrade their category of employment at the expense of an employee on the recall list who has a higher category of employment. A part-time employee shall only be recalled to a position that requires an increase or decrease in hours if they are willing to work the required schedule of such position.

**Article 15**  
**Extended Shifts**

Section 1. Extended shifts shall be defined as those shifts that are more than the regularly scheduled eight (8) hour shift, inclusive of the thirty (30) minute unpaid meal period. Employees working six (6) hour shifts in Respiratory Therapy shall be covered under this article.

Section 2. Employees working extended shifts must take all paid time off benefits in amounts equal to their regular extended shifts.

Section 3. Scheduled weekend work:

- a. shall be divided among employees assigned to a department or unit;
- b. the Employer/Hospital will schedule at least than twenty-six (26) weekends (Saturday and Sunday) off which need not be alternate weekends, per calendar year, for all employees working the full year. Scheduled weekend work shall be equitably divided among employees assigned to a department/unit. Those working less than a full year shall be prorated;
- c. employees who are scheduled to work a weekend shift and fail to do so for any reason (except workers' compensation or disability, or low census) shall make up such weekends within the next two (2) consecutive schedules, if required by the employee's Manager;
- d. employees may work more than the above on a voluntary basis;
- e. any employee who accepts a position on another unit must adhere to the weekend work schedule of that unit regardless of the number of previous weekends worked prior to the effective start date on the new unit.

Section 4. A manager will not schedule an employee for more than two (2) consecutive twelve (12) or thirteen (13) hour shifts unless voluntarily requested.

Section 5. Holiday Schedules:

- a. Each full time and part time employee shall be assigned to work Group A, B or C:

Group A:      New Year's Day  
                    Memorial Day

Group B:      Thanksgiving Day  
                    Independence Day

Group C:      Christmas Day  
                    Labor Day

Employees shall rotate through Group A, B & C in that order, then beginning on January 2nd of the fourth year, employees resume on Group A.

- b. No employee shall be required to work Christmas Eve and Christmas Day in the same year. No employee shall be required to work Christmas Eve two years in a row.
- c. Should there be remaining uncovered holiday shifts, they will be assigned to per diem employees in January of each year. Per diem employees will get to choose, in order of seniority, which open holiday shift they would like to work. If there are any holidays that remain uncovered, they will be assigned in inverse seniority order to any remaining per diems that have not selected a holiday.

- d. Holiday commitments occurring during scheduled vacations must be met by the employee.
- e. Employees shall share equally in the coverage of Easter Sunday, on an alternating basis.
- f. Switching of shifts or partial shifts between qualified employees may occur after the schedule is posted with the Manager or designee' s approval. Written requests must have the signature of the affected employees. The initially scheduled holiday shall be considered the holiday commitment.

Section 6. As current practice in the Respiratory Department, employees will continue to rotate working Mother's Day and Father's Day.

### **Article 16 Workload and Staffing Committee**

Section 1. There will be three (3) separate Workload and Staffing Committees, Respiratory, Imaging, and Operating Room. The co-chairs of each committee shall determine the number of participants necessary. It is understood that if there are specific issues that require additional bargaining unit employees in a department not represented to attend, the Employer will allow them to attend.

Section 2. The Employer will be responsible to notify the Union committee representatives of the meeting schedule. The employee who participates in the committee will be compensated for attendance at the committee meetings.

Section 3. The suggested agenda items shall be provided to the employer in advance to allow the employer preparation time for the issues to be discussed at the meetings. If the Union advises the Employer there are issues in a specific department, the manager shall attend the meeting.

*\*The Staffing/Clinical Staffing Committee Article (CT Article 40) shall supersede this Article where any language is duplicated or inconsistent.*

### **Article 17 Dress Code**

The parties agree that the Dress Code for Kenmore Mercy Hospital will apply to employees in the bargaining unit. The parties further agree that the dress code for the Imaging Services, Respiratory Therapy and Non-Invasive Cardiology departments are being modified and that employees will be given the option to vote on their uniform color. The new Dress Code for these departments will be implemented the first full pay period following one (1) year from the ratification date of this Agreement and will remain in effect for the life of this Agreement.

The Kenmore Mercy Dress Code [Policy 021-3, Revised 2/17] will remain in effect for the life of this agreement.

### **Article 18 Shift Rotation**

Section 1. Radiologic Technologist Shift Rotation:

- a. The Employer shall have all employees without set shifts fill out a preference sheet with their preferred shift.
- b. Evening and night shifts shall be scheduled in the following manner:

1. Those technologists who are exclusively hired to work evenings and nights shall be scheduled first, then varied shift technologists who prefer to work evenings and nights shall be scheduled next.
2. Every attempt will be made to assign evening and night shifts on a rotating basis in reverse seniority order amongst varied shift technologists. Exceptions to this methodology may be required, but shall not be done in an arbitrary or capricious manner.
3. The 11:00 am – 7:00 pm shift shall be considered a day shift. The 3:00 pm – 11:00 pm and 12:00 pm – 8:00 pm shall be considered an evening shift.
4. Every effort will be made to schedule the remaining night shifts in two (2) day increments.
5. The parties shall meet quarterly to review Radiology scheduling and discuss staff concerns. The Union will select two (2) technical employees from the Radiology department to attend this meeting.

Section 2. Shift Rotation in the Operating Room:

- a. Evening shifts shall be equally distributed among those required to work evenings.
- b. Operating Room Technician Judith Rockwood will not be required to rotate to the evening shift.

**Article 19  
Call-In Pay**

Employees who are not scheduled for a shift but are called and report on duty shall be paid a minimum of four (4) hours at their regular rate of pay.

**Article 20  
Kenmore Respiratory Tech and Imaging Technologist Orientation**

Section 1. Respiratory Therapists hired with no experience shall have a minimum of six (6) week period of orientation. Radiologic Technologists without experience will have four (4) to six (6) week orientation period, long enough to become comfortable in all areas, including the OR. Each orientee will be provided with an orientation packet, which includes specific competency sign off records. This orientation period may be shortened by mutual agreement of the Union, Respiratory Therapist or Radiologic Technologist, and Management.

Section 2. CT Technologists shall have at least a twelve (12) week orientation for members without experience. Experienced CT Technologists will have an individualized orientation based on needs assessment.

Section 3. Experienced Respiratory Therapists and Radiologic Technologists shall have an individualized orientation, based on a needs assessment at approximately two (2) to four (4) weeks from date of hire.

Section 4. During orientation for Respiratory Therapists and Imaging Technologists of all experience levels, a primary preceptor and a backup preceptor shall be assigned to the Respiratory Therapist and

Imaging Technologist. It is understood that if a Respiratory Therapist or Imaging Technologist transfers from day shift to night shift during orientation, they shall receive a new set of preceptors. It is understood that employees may be assigned a different preceptor temporarily due to unplanned events (e.g., unscheduled PTO, Bereavement, etc.).

Section 5. Weekly meetings should happen between the orientee, primary preceptor and the manager and should be documented on the preceptor sheet.

Section 6. Status of the orientation and preceptor program shall be a standing agenda item of the Workload and Staffing Committee.

## **Article 21 Temporary Employees**

Section 1. A temporary employee is an employee designated as such, hired for a specific job of limited duration not exceeding six (6) months. This period may be extended for up to another six (6) months by mutual agreement of the Employer/Hospital and the Union. Temporary employees shall be considered part of the bargaining unit.

Section 2. Temporary employees will not be utilized to do bargaining unit work which can be performed by available qualified laid off employees.

Section 3. If a temporary employee is selected to fill a permanent position, the employee's original date of hire will be maintained, but the employee's probationary period will begin on the date they begin work in the regular position. Temporary employees who actually work six (6) months or more on a temporary basis and thereafter become permanent employees, shall not be subject to the probationary period outlined herein.

Section 4. If the Employer/Hospital desires to permanently fill a position that has been filled by a temporary employee, the position shall be filled through the normal process as outlined in Article 12, Filling of Vacant Positions.

## **Article 22 Employee Access to Union Representation**

Section 1. When an investigative interview of an employee by an Employer/Hospital representative is to be conducted, the employee is entitled to and shall be offered union representation during such interview. The Union Representative shall be informed, prior to the start of the meeting, the nature of the interview.

Section 2. At any meeting between an employee and any representative(s) of the Employer/Hospital at which corrective action will be administered, union representation will be offered to the employee. The Union will be advised in advance when corrective action will be administered at a scheduled meeting.

Section 3. With the exception of the administration of corrective action at the verbal counseling and verbal written warning levels for Attendance and Tardiness violations, no employee will sign a waiver of union representation and/or waive union representation unless a union representative witnesses the signature of said waiver or the employee's refusal to have a union representative present. The Employer/Hospital must send corrective actions administered without a union representative present to the Union.

Section 4. In order to facilitate access to union representation, one (1) week prior to the first of the month, the Union will provide the Employer/Hospital with a schedule showing the availability of all Executive Board Members, Chief Stewards, and Stewards available each day of the month. This will include time which they work in the Union office. It is understood that on most Union representation issues, the Employer/Hospital will first contact the Local as soon as they are aware that an investigation or corrective action meeting needs to be scheduled. In the event the Local is unable to provide a representative on a timely basis, any available Union representative may be utilized.

**Article 23**  
**Cafeteria Discounts**

The Employer/Hospital shall provide the hospital cafeteria discount to members of this bargaining unit.

**Article 24**  
**Shift Differential**

Section 1. Shift differential will be paid to all employees scheduled to work evening (3:00 pm - 11:00 pm) or night (11:00 pm - 7:00 am) shift hours.

Section 2. Evening shift differential will be paid for all hours worked between 3:00 pm and 11:00 pm.

Section 3. Night shift differential will be paid for all hours worked between 11:00 pm and 7:00 am.

Section 4. Shift differential will be used in the computation of overtime. Shift differential shall be applied to all scheduled paid time off according to the hours set forth in sections 2 and 3 above for an employee's regularly scheduled shift.

Section 5. There shall be no pyramiding of shift differential.

Section 6. Shift differential premiums shall be defined in CT Article 57, Technical Salaries.

## **Memorandum of Understanding 1 Bargaining Unit Work**

During the course of negotiations for the Technical Bargaining Unit, the Parties have discussed the issue of what constitutes exclusive bargaining unit work for the Technical Bargaining Unit. The Parties recognize that currently and during recent years, both Registered Nurses and Operating Room Technicians have scrubbed into surgical procedures in recent years, for various reasons, including the previous market shortage of Operating Room Technicians.

Therefore, the parties agree as follows:

- a. The Hospital will continue its current practice of using existing grandfathered Registered Nurses to scrub into surgical procedures only when all reasonable attempts to use available Operating Room Technicians have been exhausted.
- b. The Hospital will not have any new Registered Nurses scrub into surgical procedures, other than the grandfathered Registered Nurses that currently do so.
- c. If the Hospital is unable to staff the surgical work with existing Registered Nurses and Operating Room Technicians, it will attempt to hire Operating Room Technicians rather than Registered Nurses to scrub into surgical procedures.
- d. If at any time during the term of this agreement, the Hospital is unable to hire Operating Room Technicians to scrub into surgical procedures, including if there is a market shortage of Operating Room Technicians, and after a reasonable attempt to hire Operating Room Technicians, then the Hospital may train and use new Registered Nurses to perform such work. The Union will be notified if this occurs.
- e. Operating Room Technicians that seek to trade call for the surgical procedures will first seek to give the call shift to an Operating Room Technician, and if there are no Operating Room Technicians available or willing to accept the call, then the shift may be given to any qualified Registered Nurse who is available and willing to accept the shift.

## **Memorandum of Understanding 2 Weekend Employees in the CT Department**

Section 1. A weekend employee will be defined as one who is hired to work and is regularly scheduled to work two (2) shifts between the hours for 7:00 am and 11:00 pm Saturday and 7:00 am to 11:00 pm Sunday. Weekend Employees will work the same shift duration that exists in the CT department.

Section 2. Employees hired to work in this capacity will be paid per CT Article 57, Technical Salaries.

Section 3. Employees hired to work in this capacity shall be required to work every weekend. Weekend employees may request up to eight (8) weekend shifts off per calendar year. All reasonable efforts will be made to provide eight (8) weekend shifts off per calendar year, and requests shall not be arbitrarily denied.

Section 4. Time off requests will be approved as follows:

- a. Requests for weekends off must be submitted to the manager as per Article 4, Section 11, Hours of Work.
- b. An employee's manager must approve requests for weekend shifts off.



- c. No more than two (2) weekend shifts may be scheduled off per year during the week prior to the week in which a holiday (as defined under Article 10, Paid Time Off) occurs. Weekend employees may take two (2) weekend days off in the period between June 1 and September 15. If no other employee has requested and has been approved for the time, the weekend employee may request the additional time off in the above referenced time frames.
- d. When there are requests from more than one (1) employee for the same time off, the procedure in Article 4, Section 7, Hours of Work shall apply.

Section 5. Weekend employees will be required to attend mandatory in-service programs in accordance with the Employer/Hospital policies and shall be paid for such time.

Section 6. Weekend employees will be required to work holidays that fall on a weekend and will be compensated for all hours worked on the holiday as defined in Article 10, Paid Time Off.

Section 7. All provisions of the Collective Bargaining Agreement shall apply unless otherwise specified in this MOU.

### **Memorandum of Understanding 3 In Charge - Respiratory Therapy**

Section 1. The Employer/Hospital shall provide duties the In Charge employee is responsible for.

Section 2. In Charge responsibilities will be assigned to a Respiratory Therapist that has met the minimum required standards on the most recent performance evaluation and in the following order:

- a. Most senior scheduled Regular Full-time or Regular Part-time Respiratory Therapist with at least one (1) year Respiratory Therapy experience.
- b. In absence of the above, a per diem Respiratory Therapist with more than one (1) year Respiratory Therapy experience may take the In Charge assignment.

Section 3. The In Charge assignment will be made by the manager, from among employees who meet the criteria in Section 2. above and who have notified their manager that they want to be included in the charge assignments.

Section 4. Employees assigned to In Charge duties shall be paid as referenced by CT Article 57, Technical Salaries.

Section 5. This department shall have one (1) Therapist assigned to be In Charge at all times.

### **Memorandum of Understanding 4 Mammography Lead**

Section 1. There will be one (1) designated lead in Mammography as designated by the Employer. The employee that is assigned lead duties will be paid charge pay. This individual will be responsible for:

- a. Quality assurance and assurance of compliance to the MQSA standards.
- b. Maintaining Quality Assurance program, including maintaining rooms and equipment in clean, safe working conditions.
- c. Prepares, continually monitors and maintains the department of MQSA program compliance and annual inspections.

- d. Continually works with other Mammography Technologists to assure individual compliance to MQSA and ACR program standards.
- e. Prepares and maintains accreditation program (ACR) and maintains all accreditation program standards.
- f. Oversees/assists with on the job training of new employees.
- g. Ensures that all Mammography images produced are of diagnostic quality while adhering to ALARA principles and MQSA standards.
- h. Ensures that all Mammography correspondences are completed by CH and NYS-DOH/FDA regulations.

Section 2. It is understood that if the designated lead wants to withdraw from the assignment, they must provide thirty (30) days' notice to management to ensure a replacement is found. The Employer reserves the right to end a lead assignment or re-assign this function at its sole discretion and will provide thirty (30) days' notice to the affected person.

**Memorandum of Understanding 5  
Dual CT Technologists**

Section 1. Effective upon ratification all staff CT Technologists will no longer be required to function in a dual staff CT Technologist capacity. It is understood that staff CT Technologists assigned to the ED on the evening and night shift shall perform radiologic procedures (x-rays), and the job description will be updated to include this information. It is agreed that, should an emergent need present, day shift CT staff will assist with performing radiologic procedures in the ED.

Section 2. Staff CT Technologists may sign up on the needs list pursuant to Article 4, Hours of Work, Section 13.

**Memorandum of Understanding 6  
Respiratory Work Hours**

Effective following the first full month after ratification of the contract, all full-time employees in the Respiratory Department shall be moved to twelve (12) hour shifts.

**Memorandum of Understanding 7  
Part-Time Non-Benefitted Positions**

The parties agree that the following individuals are non-benefitted part-time employees:

- 1. Barbara Merhige-Francis

They shall remain in these positions until such time as the position become vacant. Once vacated, the position will be filled pursuant to Article 3, Categories of Employees.

**Memorandum of Understanding 8  
Weekend Employees - Radiology Technologists**

Section 1. A weekend employee will be defined as one who is hired to work and is regularly scheduled to work two (2) shifts between the hours of 11:00 pm -7:00 am on Fridays and Saturdays. Weekend Employees will work the same shift duration that exists in the Radiology Department.

Section 2. Employees hired to work in this capacity will be paid per CT Article 57, Technical Salaries.

Section 3. Employees hired to work in this capacity shall be required to work every weekend. Weekend employees may request up to eight (8) weekend shifts off per calendar year. All reasonable efforts will be made to provide eight (8) weekend shifts off per rolling year, and request shall not be arbitrarily denied.

Section 4. Time off requests will be approved as follows:

- a. Requests for weekends off must be submitted to the manager as per Article 4, Hours of Work.
- b. An Employee's manager must approve requests for weekend shifts off.
- c. No more than two (2) weekend shifts may be scheduled off per year during the week prior to the week in which a holiday (as defined under Article 10, Paid Time Off) occurs. Weekend employees may take two (2) weekend days off in the period between June 1 and September 15. If no other employee has requested and had been approved for the time, the weekend employee may request the additional time off in the above referenced time frames.
- d. When there are requests from more than one (1) employee for the same time off, the procedure in Article 4, Hours of Work shall apply.

Section 5. Weekend employees will be required to attend mandatory in-service programs in accordance with the Employer/Hospital policies and shall be paid for such time.

Section 6. Weekend employees will be required to work holidays that fall on a weekend and will be compensated for all hours worked on the holiday as defined in Article 10, Paid Time Off.

Section 7. All provisions of the Collective Bargaining Agreement shall apply unless otherwise specified in the MOU.

**SISTERS OF CHARITY HOSPITAL - ST. JOSEPH CAMPUS  
REGISTERED NURSES**

## **Article 1 Recognition**

Section 1. The Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment, for all its employees in the collective bargaining unit certified by the National Labor Relations Board in Case 3-RC-9748.

Inclusions: This Agreement covers all full-time, part-time and per diem registered nurses employed by the Employer at its 2605 Harlem Road, Cheektowaga, New York 14225, facility and its primary care centers, including all staff registered nurses, critical care nurses, dialysis nurses, charge nurses, team leaders, registered nurse permittees and the PAT nurse.

Exclusions: All other employees, including employees who are members of any religious order, nursing quality assurance coordinators, patient representative, physician assistants, clinical analysts, staff development-patient educator, case manager, directors, patient care coordinators, head nurses, assistant head nurses, utilization review manager, infection control manager, quality assurance manager, vice president of patient care services, assistant vice president – nurses, coordinator of surgical services, coordinator of emergency and ambulatory services, coordinator of educational services, director of social work and discharge planning, director of pharmacy, discharge planning supervisor, director of quality management, director of volunteers, nursing (shift) supervisors, managerial employees, confidential employees, temporary employees, students whose performance at the Employer is part of the educational course of study such students are pursuing, business office employees, technical employees, physicians, other professional employees, and other nonprofessional employees, guards and supervisors as defined in the Act.

Section 2. The Employer shall provide to the Union on a quarterly basis, an alphabetical list of all bargaining unit members including, but not limited to: name, address, social security number, employee identification number, department number, date of hire, job code, current rate of pay, shift, telephone number, cell phone number (if available), email address (if available) and a list of any name and address changes.

Section 3. The Employer shall provide to the Union on a monthly basis, a list of new hires, terminations/resignations, disability cases, compensation cases, leave of absence, status changes and address changes.

Section 4. If the Employer eliminated an RN position or decides not to fill a vacant RN position at one of its primary care centers, the Union agrees that this decision will not be viewed as a violation of the contract.

## **Article 2 Union Representation**

Section 1. No employee shall engage in any Union activity, including the distribution of literature, which could interfere with the performance of work during their working time or in working areas of the Employer at any time. When it is necessary for a steward to enter a working area of the Employer for the purpose of investigating a grievance or a working condition which may be the subject of a grievance, a Union steward may conduct such Union business in the working area of the Employer. The Union steward will notify the manager if present and will not interfere with the performance of work or patient care.

Section 2. The Union may elect an Area Vice-President and bargaining unit employees to act as a Steward for the purpose of handling grievances and administering this Agreement.

In addition, the Union shall make every effort to appoint two (2) evening and two (2) night shift stewards to represent employees on their respective shifts.

The Union shall furnish the Employer/Hospital with a list of designated Union Stewards on an annual basis and will provide written notice to the Employer/Hospital of any changes in Stewards as they occur.

Section 3. If a steward is not available to process a grievance, represent an employee in a disciplinary interview or otherwise administer this contract, the Area Vice-President or another steward may identify themselves to the supervisor as the person who will be acting on behalf of the steward for the period of their absence. In the event an employee Union representative is not available to represent an employee in a grievance or disciplinary interview; a non-employee Union representative may represent such employee.

Section 4. Stewards shall restrict their activities to the investigation or processing of grievances and the administration of the contract and shall be provided a reasonable amount of time during their regularly scheduled work hours without loss of pay for this purpose. Before attending to a grievance on work time or in a work area, the steward must obtain authorization from their immediate supervisor.

Additionally, if it is necessary for the steward to enter another work area to handle a grievance, the steward must obtain authorization from the designated management representative for that area. Authorization shall not be unreasonably denied. Grievances shall be investigated and processed in a prompt and orderly fashion and in no event shall such activity interfere with the delivery of patient care.

Section 5. The Employer will not be responsible for paying stewards or employees who participate in grievance meetings which are scheduled during their off-duty hours except if requested by the Employer. Grievance meetings will not be scheduled for other than work time except by mutual agreement.

Section 6. Within ninety (90) days of the expiration of this Agreement and upon receipt of a bargaining demand, up to two (2) employees, from both the RN and Service Bargaining Units, who are elected or appointed to the bargaining committee, for the purpose of negotiating a successor agreement, will be excused from work. The two (2) RN members shall be excused with pay for contract negotiations. The two (2) Service members shall be excused without pay for contract negotiations. No more than one (1) person in any given unit/department from each bargaining unit will be released for this purpose. Bargaining Committee members will be excused from work without pay for Union bargaining caucus. Such time shall be considered time worked for the purpose of accrual of all benefits.

Section 7. The Employer shall provide unpaid excused absence time for Union business to the Union's Area Vice-President not to exceed three (3) days per week, unless approved by the nurse manager. Employees using such excused absence time shall accrue seniority and all Employer paid benefits including pension accrual. For purposes of pension accrual, the Employer will credit the employee with earnings equal to the actual earnings reported on the W- 2 from the Employer plus an amount equal to the employee's hourly rate multiplied by the number of excused absence hours, used by the area vice-president in a calendar year. The actual day of absence each week will be pre-approved by the nurse manager. The Employer shall also provide unpaid excused absence time to the Area Vice-President to attend Union leadership seminars, training sessions, conventions, district meetings and conferences. Such requests shall not be unreasonably denied. Written requests for such leave shall be made to the Employer at least two (2) weeks before the schedule is posted. Such absences shall not interfere with patient care needs or the operation of the Employer and will be limited to fifteen (15) days per calendar year without loss of benefits.

Section 8. The Employer may grant requests for unpaid excused absence time to the Chief Stewards, Stewards and Convention Delegates to attend Union leadership seminars, training sessions, conventions, district meetings and conferences. Such requests shall not be unreasonably denied. Written requests for

such leave shall be made to the Employer at least two (2) weeks before the schedule is posted. Such absences shall not interfere with patient care needs or the operation of the Employer and will be collectively limited to twenty-five (25) days per calendar year for each bargaining unit, without loss of benefits. In addition, new stewards shall be allowed up to two (2) unpaid days without loss of benefits for steward training. These days shall not be included in the twenty-five (25) day cap.

Section 9. The Employer will provide Union representatives thirty (30) minutes of time to meet with new employees covered by the Agreement during the initial week of employment at a time and location that is mutually agreed to. The Employer will provide the Union with a list of new hires prior to the Orientation class.

Section 10. Any employees that are excused from work for union business under this Article of this collective bargaining agreement will not experience any loss in seniority, category of employment, wages, grade/step determinations or any benefits (e.g., retirement) related to Union Business.

### **Article 3 Categories of Employees**

Section 1. A full-time employee shall be defined as an employee who is regularly scheduled and budgeted to work at least thirty-four and one-half (34½) to thirty-seven and one-half (37½) hours per week exclusive of meal time.

Section 2. A part-time employee shall be defined as an employee who is regularly scheduled and budgeted to work less than thirty-four and one-half (34½) but not less than fifteen (15) hours per week.

Section 3. A per diem employee shall be defined as provided in Article 4, of this Agreement, which is entitled "Per Diem Employees".

Section 4. A weekend employee shall be defined as provided in Article 5, of this Agreement, which is entitled "Weekend Employees".

Section 5. A temporary employee shall be defined as provided in Article 6, of this Agreement, which is entitled "Temporary Employees".

### **Article 4 Per Diem Employees**

Section 1. A per diem employee is neither a full-time nor part-time employee. Newly hired per diem staff will be required to meet all orientation requirements and will be subject to the same probationary period set forth in CT Article 11, Probationary Period.

Section 2. A candidate for per diem status must have a minimum of one (1) year current experience in the area they are hired for. Per diem positions will be posted and filled according to Article 10, Vacancies, Job Bidding and Transfers.

Section 3. Per diem employees must work two (2) full weekend shifts per scheduled month in departments with weekend work requirements and two (2) rotating holidays each year (one in summer [Memorial Day, Independence Day and Labor Day] and one in winter [Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day]) in order to maintain their per diem status. A per diem employee in settings without business functions on weekends will work a minimum of two (2) shifts per month. It is understood that management will consider staffing needs and shift duration when



scheduling per diem employees. Scheduling requirements refer to manager scheduled shifts, not agreed to shift changes by the associate.

Section 4. A per diem employee will not be permitted to work more than eight (8) shifts per scheduled month except to cover absences which are related to paid time off, disabilities, workers' compensation or leaves of absence. A per diem employee may be scheduled for additional shifts on either the evening or night shift. The holiday assignment will be done according to Article 20, Paid Time Off (PTO). The weekend commitment may, in the Hospital's discretion, be a split weekend (i.e., two Saturdays, two Sundays or a Saturday and Sunday) or a full weekend. Per diem employees shall be deemed terminated if they are not available to work the commitment outlined above for a period of sixty (60) days.

Section 5. Per diem employees will make their availability known to their supervisors when routine time requests are due. Per diems will not have their schedules finalized before regular employees. For the regular schedule (Not applicable to extra shifts on the needs list) per diem time requests will be considered after the requests of full-time and part-time employees.

Section 6. Per diem employees shall not be required, but may volunteer to share in the on- call responsibilities for their designated unit/department.

Section 7. The Employer will make every effort to post assignments and work schedules for per diem employees at least two (2) weeks in advance of the time the employee is scheduled to work. The Employer shall not be obligated to schedule per diem employees and may cancel a scheduled day at its discretion with no call-in pay obligation.

Section 8. Per diem employees shall have no seniority except as outlined here in Section 8 and Section 9 below. Per diem employees shall be granted date of hire seniority if they become full-time or part-time employees and will earn wage and benefit increases appropriate to their seniority date as per Article 7, Seniority, Sections 1 and 2.

Section 9. Per diem employees may bid on a full-time or part-time position as outlined in Article 10, Vacancies, Job Bidding and Transfers. For the purposes solely of bidding on vacant full-time or part-time positions, per diem employees shall have seniority only to the extent provided below:

- a. If the per diem employee was previously employed as a full-time or part-time employee for two (2) years or more and immediately thereafter becomes a per diem employee, they shall retain such previously accrued seniority and shall be credited for all hours worked as a per diem for the purpose of determining their seniority for job bidding purposes.
- b. A per diem employee continuously employed as a per diem employee for two (2) years or more shall be credited for all hours worked as a per diem for purposes of determining their seniority for job bidding purposes.

For purposes of applying 9 a.) and 9 b.), seven hundred eighty (780) hours worked as a per diem shall equal one year of service. It is understood that no employee may receive credit for more than one (1) year of service in any calendar year.

Section 10. Per diem employees will be required to attend mandatory in-service programs in accordance with Employer policy. Per diem employees will be paid their base rate of pay (excluding differentials) for all hours spent in attendance at mandatory in-service programs outside of their scheduled work hours. Per diem employees shall be paid their regular rate of pay for attending mandatory in-service programs during their regular scheduled work hours. Such regular rate shall include any applicable shift differential if the in-service attended by the employee is within the employee's scheduled evening or night shifts. Mandatory in-services are in-services for which attendance is required by the Employer and which

are either: (1) provided on the Employer's premises or (2) taken off premises at the Employer's direction at a designated and authorized educational institution. Not included in this definition are in-services or programs which are not mandated by the Employer but which are required by federal or state regulations or a licensing authority for the purpose of maintaining a license or certification. When the Employer provides a mandatory in-service, the Employer will not pay an employee to attend an outside seminar, course or program on the same subject.

- Section 11. Per diem employees will not be entitled to wage adjustments or benefits except as follows:
- a. Wage increases specified in CT Article 58 Wages;
  - b. Shift differential as specified in CT Article 58 Wages, and Article 18, Shift Differential;
  - c. Overtime as per CT Article 43 Overtime;
  - d. Workers' Compensation;
  - e. New York State Disability;
  - f. New York State Paid Sick Leave;
  - g. Retirement Plan benefits, if any, as per the terms of the St. Joseph Campus Retirement Plan;
  - h. Holiday differential for all hours worked on designated holiday(s);
  - i. Participate in the Employer's Group Medical Insurance Plan at their own expense; and
  - j. Any other legally required benefits.

## **Article 5 Weekend Employees**

Section 1. A weekend employee is defined as one who is hired to work and is regularly scheduled to work two (2) shifts per weekend between the hours of 6:00 pm Friday and 7:00 am Monday. Weekend employees will be required to work the same shift duration as the Unit/Department to which they are assigned.

Section 2. Employees hired to work as a weekend employee are required to work every weekend. Weekend employees may schedule up to ten (10) weekend shifts off per calendar year without pay except as outlined in the article. Time off requests will be approved as follows:

- a. Employees hired into a Weekend Employee position mid-year will have a prorated amount of approved days off.
- b. Requests for weekends off must be submitted to the manager as per Article 11, Hours of Work.
- c. An employee's manager must approve requests for weekend days off.
- d. Weekend employees may take no more than two (2) weekend days off in the period of June 1 through September 15 and December 15th through January 1st. If no other employee has requested and has been approved for the time, the weekend employee may request the additional time off in the above referenced time frames.

Section 3. Employees classified as weekend employees will be paid in accordance with CT Article 58, Section 12, Wages for all hours worked between 6:00 pm Friday and 7:00 am Monday. Hours worked

between 7:00 am Monday and 6:00 pm Friday will be paid in accordance with the wage schedules in CT Article 58, Wages.

Section 4. Employees in this category of employment are eligible for shift differential in accordance with Article 18, Shift Differential and CT Article 58, Wages.

Section 5. An employee hired to work in this capacity shall be eligible for legally required benefits.

Section 6. Weekend employees will be required to attend mandatory in-service programs in accordance with Employer/Hospital policies and shall be paid for such time.

Section 7. Weekend employees may volunteer to work additional shift(s) as outlined in Article 11, Hours of Work. If a weekend employee works an extra shift (s) during a work week (Monday – Friday or Sunday – Thursday) they shall accrue PTO for those shifts up to a maximum two (2) full shifts per year. (PTO rates are outlined in article PTO accrual).

Section 8. Employees in this category of employment will accrue seniority as per Article 7, Seniority.

Section 9. Employees in this category of employment will be required to work holidays that fall on a weekend and will be compensated for all hours worked on the holiday as defined in Article 20, Paid Time Off.

Section 10. If a full-time or part-time employee transfers into a weekend position, the employee's unused PTO will be paid within four (4) weeks from the date of transfer.

Section 11. In the event a weekend employee experiences a loss addressed in CT Article 16, Bereavement Leave, they shall be approved for up to a maximum of an additional two (2) shifts off without pay according to conditions set forth in that Article.

Section 12. If a weekend employee is subject to layoff, they will be entitled to pursue a position in the bargaining unit in the weekend employee category of employment and in the sequence outlined in Article 9, Layoff and Recall. If the weekend employee category of employment is eliminated or if the least senior weekend employee is subject to layoff, the weekend employee shall be entitled to pursue a position in the bargaining unit in the part-time category of employment.

Section 13. Weekend employees may be floated, as per Article 14, Floating and will be assigned low census days as per Article 8, Downstaffing/Temporary Reductions.

Section 14. All of the provisions of the Agreement shall apply unless otherwise specified in this Article.

## **Article 6 Temporary Employees**

Section 1. A temporary employee is an employee designated as such, hired for a specified job of limited duration not exceeding six (6) months.

Section 2. Nothing herein, shall preclude the Employer from hiring temporary employees. However, before hiring additional temporary employees, the Employer shall first offer such temporary positions to employees on lay-off and secondly to employees who are on the per diem list. However, such laid off or per diem employees must commit to work the schedule of the temporary position. No benefits shall accrue or be paid for temporary work.

Section 3. Temporary employees are not entitled to any of the benefits outlined in this contract and are not “employees” covered by the contract.

Section 4. If a temporary employee is selected to fill a permanent position, the employee’s original date of hire will be maintained, but the employee’s probationary period will begin on the date they begin work in the regular position. Temporary employees who actually work six (6) months or more on a temporary basis and thereafter become permanent employees shall not be subject to the probationary period outlined herein.

Section 5. If the Employer desires to permanently fill a position that has been filled by a temporary employee, the position shall be posted and filled through the normal process as outlined in Article 10 Vacancies, Job Bidding and Transfers.

## **Article 7 Seniority**

Section 1. Definitions:

- a. All non-probationary, non-temporary, full-time, part-time and per diem employees (as defined in this Agreement) employed by the Employer, shall have as their date of hire their most recent date of hire with the Employer
- b. Seniority is defined as the length of time an employee has been continuously employed in any capacity with the Employer.
- c. Bargaining unit seniority shall be defined as the length of time an employee has worked continuously as an RN in any bargaining unit position.
- d. Catholic Health seniority shall be defined as the length of an employee's most recent continuous and uninterrupted employment in a Catholic Health System facility beginning with the employees most recent date of hire

Section 2. Accrual:

- a. An employee's seniority shall commence after the completion of their most recent probationary period and shall be retroactive to the most recent date of hire.
- b. An employee's "bargaining unit" seniority shall commence after the completion of their probationary period in any RN capacity in the Hospital and shall be retroactive to the most recent date of hire in such position
- c. Seniority shall accrue during a continuous authorized leave of absence provided that the employee returns to work immediately following the expiration of such leave of absence; and during a period of continuous layoff, as outlined in Section 3 (e), if the employee is recalled and returns to employment.
- d. Bargaining unit seniority shall accrue during the periods specified in c. above

Section 3. Seniority shall be lost and an employee shall be terminated when he/ she:

- a. Resigns;
- b. Is discharged for cause;
- c. retires, with or without qualifying for benefits under the Employer's retirement plan or Social Security;

- d. is absent without notice as per CT Article 35, Attendance and Tardiness;
- e. is laid off for a period of more than seventy-eight (78) consecutive weeks or the length of continuous service, whichever is less; and
- f. fails to return to work on a recall from layoff, as per Article 9 Layoff and Recall; and
- g. is absent due to illness or injury exceeding the allotted time duration as per CT Article 20, Disability and Workers' Compensation.

Section 4. Application:

- a. Seniority shall apply in vacation selection, layoffs, recalls, temporary reductions-in-force promotions and transfers, shift rotation and the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement; and
- b. bargaining unit seniority shall apply to job bidding as set forth in Article 10, Vacancies, Job Bidding, and Transfers.
- c. When two (2) or more CWA members have the same seniority date, the last four (4) digits of the employee's social security number shall be used to determine seniority. The most senior being the employee possessing the lowest four (4) digits in the social security number.

Section 5.

An employee with at least twelve (12) months of seniority within St. Joseph Campus who terminates his or her employment for reasons other than those constituting just cause and is rehired within one (1) year from the date of termination of service shall, after completing twelve (12) months of service, receive his or her original seniority date(s), adjusted for the period of separation.

Section 6. Any employee hired into the bargaining unit from within the Catholic Health System, shall carryover their Catholic Health System date of hire only for the benefit programs and wage assignments, at whichever wage is higher.

**Article 8  
Downstaffing/Temporary Reductions**

Section 1. If it becomes necessary to temporarily reduce the number of employees on a particular unit and shift, the reduction will be completed within the specific unit as follows:

- Step 1 Overtime. Before temporarily reducing the normal work hours of full-time or regular part-time employees, the Employer shall first reduce scheduled "overtime" hours to be worked by such employees (or per diem employees) on the affected shift.
- Step 2 Volunteers. Before mandating a temporary reduction in the normal work hours of any full-time or part-time employees on the affected unit and shift, the Employer shall next seek volunteers from the affected shift and who are willing to take the time off on a rotational basis. Volunteering for a temporary reduction shall not count towards an employee's mandated maximum.
- Step 3. Agency Employees. All agency employees will be downstaffed next.

- Step 4. Excess Hours. Before temporarily reducing the normal work hours of full-time or regular part-time employees, the Employer shall next reduce the scheduled hours of part-time employees which are in excess of their normal work hours on the affected shift.
- Step 5. Per diems. Before temporarily reducing the normal work hours of full-time or regular part-time employees, the Employer shall next reduce the scheduled hours of any per diem employee who is scheduled to work on the affected shift.
- Step 6. Regular Hours. The Employer shall finally impose (mandate) a temporary reduction in the normal work hours of full-time and regular part-time employees on the affected unit and shift by inverse order of seniority of those who have not reached their individual maximum of temporary reduction days per Section 4 below.

Section 2. Temporary reductions are designed to address short-term rather than long-term downstaffing needs on a particular unit and shift. Thus, Steps 4 and 6 of Section 1 of this Article shall not be imposed in excess of thirty (30) continuous calendar days on a particular unit and shift.

If the Step 2 or Step 6 temporary reduction days exceed the thirty (30) day maximum set forth above, the Employer will declare a permanent layoff and provide the Union with the appropriate notice in accordance with Article 9, Layoff and Recall. Floating personnel in accordance with Article 14 shall not be counted as temporary reduction days toward the thirty (30) day maximum set forth in this Section.

Section 3. For the purpose of applying Section 1 of this Article, the following are recognized as existing/specific units:

- a. ED, (a minimum of three (3) nurses will be on duty at all times);
- b. Operating Room;
- c. GI Unit;
- d. Ambulatory Surgery Unit;
- e. PAT;
- f. PACU;
- g. 5N;
- h. 5S;
- i. Hall 4;
- j. Clinics;
- k. Radiology Department;
- l. ICU;
- m. Stress Lab;
- n. Dialysis.

Section 4. No individual full-time or part-time employee shall be subject to a mandated temporary reduction with respect to their normal work hours in excess of:

Full-time (7.5 hour shifts)	5 days or (37.5 hours) per calendar year
Full-time (12 hour shifts)	3 days or (34.5 hours) per calendar year
Full-time (10 hour shifts)	4 days or (38 hours) per calendar year
Part-time (12 hour shifts)	2 days or (23 hours) per calendar year
Part-time (10 hour shifts)	3 days or (28.5 hours) per calendar year

Part-time (10 hour shifts)	2 days or (19 hours) per calendar year
Part-time 4	4 days or (30 hours) per calendar year
Part-time 3	3 days or (22.5 hours) per calendar year
Part-time 2	2 days or (15 hours) per calendar year

In the event an employee does not fit into the above scenarios, the mandatory downstaffing hours will be equivalent to their weekly average FTE.

- a. A "temporary reduction" occurs when a full-time or part-time employee's normal work hours are temporarily reduced in any pay period due to lack of work. "Normal work hours" for the purposes of this article shall be the number of hours reflected in the individual's category of employment. An occurrence of "floating" shall not be deemed a "temporary reduction."
- b. An employee on temporary reduction shall be permitted to take accrued PTO to which they are entitled. However, an employee on temporary reduction time may request to be recalled to the reduced shift or to work any shift within the week of the reduction; based on seniority. If the need arises, the employee will be given the opportunity to do so.
- c. If on a given day the Hospital must impose a temporary reduction day and the least senior employee on the affected unit and shift has reached their maximum, the Hospital will impose the day off on the next least senior employee scheduled to work the affected unit and shift.
- d. In the event of a temporary reduction, the Employer shall provide ninety (90) minutes notice to the affected employees. Voicemail and/or text message is considered notice. The employee is responsible to update contact information as necessary.
- e. A regular employee who is affected by a temporary reduction will be given the opportunity to work in an area where a per diem employee or agency RN is scheduled to work, provided that the regular employee has the ability to do the work.

## **Article 9 Layoff and Recall**

Section 1. In the event it is necessary to lay off employees covered by this Agreement or to eliminate a filled position covered by this Agreement, the Employer shall provide the Union with fourteen (14) calendar days' notice. The layoff or elimination will be done as follows:

- a. by subjecting to layoff the least senior employee or employees in the unit, job classification, category of employment, and shift as provided for in Section 2 below;
- b. all agency contracts will be cancelled before any regular employees are subject to layoff;
- c. all probationary employees in the job title, unit, shift, and category of employment, in which a layoff is to occur will be terminated prior to any regular employee in that job title, unit, shift, and category of employment, being subject to layoff;
- d. an employee subject to layoff will have the option of filling an RN vacancy at the time of the layoff according to Section 2 (b) below;
- e. an employee subject to layoff will have the option of taking the layoff if they are otherwise required to assume a position on a different shift or one providing fewer hours or less pay;



- f. vacancies filled by employees' subject to layoff need not be posted under the Vacancies, Job Bidding and Transfers Article of the Agreement; and
- g. when it is necessary to permanently change the number of employees on a shift within a unit, such a change will be made first by requesting volunteers to transfer to a shift within a unit where additional staffing is needed. If an insufficient number of employees' volunteer, the least senior employee on the shift and unit to be reduced will be transferred to a shift and/or unit where additional staffing is needed. If the transfer involves a different shift or reduction in pay, the affected employee may opt for a layoff.

Section 2. When an employee with seniority is subject to layoff, or has their position eliminated under Section 1 above, the following procedure shall be implemented for the purpose of placing such affected employee in a position in the bargaining unit:

- a. If reductions are required within the affected job classification, unit, shift, and category of employment, non-probationary employees shall be laid off in the inverse order of seniority.
- b. Employees shall have the option of being placed in an available vacancy within the bargaining unit subject to the following conditions and terms:
  - i. the vacant position is in the same pay grade and shift, or a different shift, if the same shift is not available;
  - ii. the employee must meet the minimum requirements of the job description;
  - iii. the employee with the greatest Hospital seniority opting for the vacant position shall be placed in the position where qualifications and ability are relatively equal;
  - iv. if an insufficient number of employees in the affected job classification, unit, shift, and category of employment do not opt for available vacancies, such employees shall be placed in available vacancies in the inverse order of seniority as long as such vacancies are in the same job classification, shift, and category of employment.
- c. Non-probationary employees subject to layoff shall have a one-time bumping right which must be exercised simultaneously with the layoff under the following conditions:
  - i. the employee must have greater seniority than the person being bumped;
  - ii. the employee must meet the minimum requirements of the job description;
  - iii. the employee being bumped must always be the least senior nurse in the job classification, unit, shift, and category of employment (i.e., an employee cannot bump into the middle of the seniority list even if they have greater seniority than the person they intend to bump);
  - iv. the employee may bump into another category of employment (i.e., Part Time to Full Time);
  - v. the employee must be willing to work the hours and schedule of the position into which they bump;
  - vi. the employee must be willing to accept the pay for the position into which they bump;
  - vii. no employee may bump a non-probationary employee in a particular job classification, shift, and category of employment wherein there is an available vacancy; such an employee must accept an assignment into that vacancy (rather

than bump) as long as the employee meets the minimum requirements of the job description; and

- viii. an employee may drop shift as a requirement in order to assume a position in the same unit or in the same or preferred category of employment.
- d. Non-probationary employees subject to layoff who have bumping rights shall exercise their bumping rights in the following order:
  - Step 1 Offered to bump the least senior employee in their unit regardless of category and shift. “Offered” means the employee will be given the option, but will not be forced. If the employee does not wish to exercise this option, go to next step.
  - Step 2 Different unit, same shift, same job classification, same category of employment; if not available go to:
  - Step 3 Least senior employee in their category of employment and shift.
  - Step 4 When the least senior employee above is bumped, they shall be placed as if they were subject to layoff.
- e. Non-probationary employees within the affected classifications who are subject to layoff shall have preference over per diem or temporary employees for any available per diem or temporary work which they are able to perform. In the event an employee subject to layoff is performing per diem or temporary work they shall accrue only those benefits to which a per diem or temporary would be entitled.

Section 3. Recall:

- a. Whenever a vacancy occurs in any bargaining unit position, laid off employees shall be recalled to such positions in the reverse order of layoff as long as the individual is able to perform the work.
- b. Recall from layoff shall be by certified mail to the employees’ last known address and will give the employee ten (10) calendar days from receipt to report for work after such notification. In cases where notice to an existing employer is necessary, the employee shall have fourteen (14) calendar days to report to work.
- c. Probationary employees who have been laid off have no recall privileges.
- d. Employees shall be recalled to positions in their prior category of employment. An employee shall not be permitted to upgrade their category of employment at the expense of an employee on the recall list who has a higher category of employment. A part-time employee shall only be recalled to a higher category of employment if they are willing to work the required schedule of such position.

Section 4. Employees on layoff shall be permitted to continue participation in the Employer’s group health and life insurance programs, provided the employees pay the full premium for said programs. Time spent on layoff shall not constitute a “break in service” under the terms of the retirement plan.

Section 5. For the purpose of applying this Article, the following are the job classifications within the bargaining unit:

- Ambulatory Surgery Registered Nurse
- Dialysis Registered Nurse
- Emergency Department Registered Nurse

GI Registered Nurse  
ICU Registered Nurse  
Cardiology/ Radiology Registered Nurse  
PACU Registered Nurse  
PAT Registered Nurse  
Perioperative Registered Nurse  
Registered Nurse  
Stress Lab Registered Nurse

Section 6. All regular full-time and part-time employees will be entitled to a severance benefit at the time of layoff or operational restructuring under the conditions outlined below:

- a. Employees with fifteen (15) to nineteen (19) years of service will receive eight (8) weeks' severance pay;
- b. Employees with twenty (20) years to twenty-four (24) years of service will receive twelve (12) weeks' severance pay;
- c. Employees with twenty-five (25) years to twenty-nine (29) years of service will receive sixteen (16) weeks of severance pay; and
- d. Employees with thirty (30) years of service or more will receive twenty (20) weeks of severance pay.

Section 7. The severance compensation will consist of a bridge payment, paid on a biweekly basis. Severance will be paid according to the respective associate's normal payroll schedule (equal to the current rate). In the event the employee is recalled to work or becomes employed within the Catholic Health System, severance pay shall be reduced by hours actually worked.

Section 8. Should an affected employee apply for unemployment compensation, disability benefits or workers compensation benefits, the severance payment will be reduced by the amount of the unemployment, disability or workers' compensation payments.

Section 9. Severance benefits for part-time employees will be based on the budgeted hours for which the employee was normally compensated prior to layoff.

## **Article 10 Vacancies, Job Bidding, and Transfers**

Section 1. When the Employer seeks to permanently fill a bargaining unit vacancy, it shall post a notice to this effect prominently on Employee and the Catholic Health website ([www.chsbuffalo.org](http://www.chsbuffalo.org)).

Section 2. A vacancy is defined as an opening in a bargaining unit position which the Employer has decided to fill on a permanent basis. The Employer retains the discretion to not fill an open position. If the Employer decides to not fill or to fill an open position on a temporary basis, it will be addressed at the next work load and staffing committee meeting. If that position is expected to last more than thirty (30) days, the position will be posted per Section 1, above and will be described as a temporary position in the posting.

Section 3. All job postings shall include the position, unit, shift, current starting and ending time, pay grade, employment classification, and the qualifications for hiring into that position.

Section 4. Internal job postings shall remain posted for a period of seven (7) calendar days.

Section 5. An interested employee will apply for a posted position by completing the electronic job application located in Employee Space. An application must be made during the period of the posting.

Section 6. Selection of the successful candidate shall be completed by the appropriate Nurse Manager within fifteen (15) calendar days of the end of the posting. The Employer shall advise all unsuccessful candidates in writing within seven (7) days following the successful candidate's acceptance of the position.

Section 7. When qualifications and the ability to do the work are relatively equal, bargaining unit seniority will be the determining factor. The Employer retains the discretion to determine qualifications and ability to do the work. However, such discretion shall not be exercised in an arbitrary or capricious manner. Qualifications shall be required skills, license, certifications (if any), education and abilities to perform the position at an entry level. Ability to do the work shall be the individual's demonstrated level of performance in the job or in a related job. In the event the Employer is seeking to fill a position outside of the medical surgical units and the Employer determines that none of the employees bidding on the position meets the entry level qualifications for the position, the Employer shall have the option of hiring from outside of the bargaining unit, as long as the candidate meets all of the qualifications for hiring into the position.

Qualifications for the position shall be defined in the job description.

Section 8. In the case of a transfer or promotion, the change shall take place in the beginning of a pay period, no later than thirty-seven (37) calendar days from the date the position is assigned.

An employee filling a position has up to twenty-five (25) working days or sixty (60) calendar days, whichever occurs first, within which to adapt to the new position, if within this timeframe the employee has not adapted to the position, the employee will be permitted to return to their previous position.

An employee found to be unsatisfactory will be counseled regarding performance and a documented plan of correction will be implemented with the employee. Without regard to the employees' option discussed above, the employer has up to ninety (90) working days to return an employee if they do not meet satisfactory performance requirements.

In either case above, if the employee's original position is not available, the employee will be offered a vacant position of equal rank and pay. If no such vacancy exists, the employee will be considered laid off and will have recall rights as per Article 9, Layoff and Recall.

- Section 9. In order to be eligible for transfer, an incumbent employee must:
- a. have a work record that includes satisfactory performance evaluations;
  - b. the absence of written warnings in the last twelve (12) months; and
  - c. at least one (1) year of service in their present RN position.

This paragraph shall not apply to unit shift changes or unit status changes.

Section 10. When a successful bidder is placed into a position, they may not bid on a posted vacant position for a minimum of twelve months unless the job is a change (increase or decrease) in category, budgeted hours, wage grade, or a change in shift. Once an employee takes advantage of these exceptions, they may not bid on any posted position for the next nine (9) months.

Section 11. Employees on leave may bid on a vacant position provided the employee is able to return to work within thirty (30) days of the posting date of the position. In such cases, it is the employee's responsibility to provide the necessary return to work documentation.

Section 12. When a transfer occurs, the Employer shall note the unit, shift, category of employment, and date of change in the employee's personnel record.

## **Article 11 Hours of Work**

Section 1. The work week for all employees covered by this Agreement will begin at 12:01 am on Sunday and end the following Saturday at 12:00 midnight.

Section 2. Except for those on special or extended shifts, the normal work day will be seven and one-half (7½) consecutive hours exclusive of an unpaid, half hour (1/2) meal period and the normal work week will be thirty-seven and one-half (37.5) hours.

Section 3. Upon thirty (30) days' written notice to the Union and the affected employees, the Employer may change the starting or ending time of any shift on any unit. Prior to implementing the change, the Employer will meet promptly with the Union to give the Union an opportunity to present ideas, information and suggestions relative to the proposed change. Such discussions shall not delay the implementation of the proposed change.

Section 4. The Employer shall post unit assignments and final work schedules at least two (2) weeks in advance of the time the employee is expected to work. Work schedules will be posted electronically, where available. The Schedule will be dated by the manager on the date it is posted. Except in emergency circumstances, final work schedules may not be changed without the knowledge and agreement of the responsible supervisor and the affected employees. Employees who wish to alter their scheduled time must obtain a replacement, complete a schedule change form/request in Kronos and also obtain approval from the responsible supervisor.

Section 5. Routine time requests shall be submitted at least two (2) weeks before the final schedule is posted per department procedures. Employees may be required to submit time requests utilizing the electronic scheduling system. The approval or disapproval of these shall be indicated on the approved schedule. Time requests may be granted consistent with patient care and staffing needs, and will not be unreasonably denied.

Section 6. If it is necessary to rotate employees to the evening or night shift, it will be done as outlined in Article 13, Shift Rotation and Article 12, Extended Shifts.

Section 7. Employees who have a weekend obligation shall be granted a minimum of every other weekend off, unless the employee has volunteered to work additional weekends. Employees may be scheduled less frequently when staffing permits. When an employee fails to report to work on any weekend day(s), he or she must work a make-up weekend day(s) on another weekend in which they would not be otherwise scheduled to work. The make-up shifts will be scheduled out of the nursing office and will be scheduled within a maximum of sixty (60) days.

Section 8. The schedule will be prepared by the manager, who will first schedule all full-time and part-time employees for their budgeted hours, and in consideration of any routine time requests submitted in compliance with section 5. above. Once all full-time and part-time employees have been scheduled, the manager will seek to fill any holes in the schedule by using per diems, as set forth in Article 4, Per Diem Employees articles. Once this has been completed, if there are remaining holes in the schedule, the manager will post a needs list containing the remaining available extra shifts.

Section 9. All extra available shifts will be made available per department procedures including the electronic scheduling system where available and will remain available for seven calendar (7) days, prior

to the posting of the final schedule. During this time, all categories of employees shall be entitled to sign up for extra shifts.

- a. After the seven (7) day period ends, individuals who signed up for extra shifts shall be granted the shifts in the following order:
  1. Part-time, weekend and full-time employees for whom the extra hours will not incur overtime will be considered first.
  2. Per diem employees for whom extra hours will not incur overtime or exceed the maximum of eight (8) shifts per month, inclusive of their two (2) commitment days, will be considered next.
  3. If vacant shifts remain, full-time employees will be considered next (in seniority order) and will not be denied.

Extra time will be distributed evenly on a rotating basis, beginning with the most senior qualified employee, in accordance with the steps above. If extra shifts become available after the schedule is posted and the need to fill the shift is not urgent, the manager will make every effort to distribute the shifts equitably among the staff in the department or unit.

Section 9. Each employee will be given a paid fifteen (15) minute rest period during each work shift.

Section 10. Employees who work six (6) hours or more shall have an unpaid thirty (30) minute break for mealtime near the midpoint of their shift. Employees cannot refuse to take their mealtime. Employees will be paid for missed lunch breaks.

Section 11. All employees are required to use the time and attendance system at the beginning and end of their scheduled shift and any time they leave the premises. The employee will use this system to enter all benefit time.

Section 12. Employees will be required to attend mandatory in-service programs in accordance with Employer policy. Full-time, part-time, and per diem employees will be reimbursed for attendance at all mandatory in-service programs whether or not the program is scheduled during their scheduled working hours. Mandatory in-services are in-services for which attendance is required by the Employer and which are either: (1) provided on the Employer's premises or (2) taken off premises at the Employer's direction at a designated and authorized educational institution. Not included in this definition are in-services or programs which are not mandated by the Employer but which are required by federal or state regulations or a licensing authority for the purpose of maintaining a license, certification, or competency to practice nursing or a specialized area of nursing. When the Employer provides a mandatory in-service on its premises, the Employer will not pay an employee to attend an off-premises seminar, course or program on the same subject.

## **Article 12 Extended Shifts**

Section 1. Upon thirty (30) calendar days' notice to the Union and the affected employees, the Employer may establish new shifts or modify the duration of existing shifts and alter the starting and ending times of any shift in order to meet scheduling and patient care needs. Employees and the Union will be given an opportunity to present ideas, information and suggestions pertinent to the announced change prior to implementation of the proposed change. Such discussions shall not delay the implementation of the proposed change.

Section 2. Extended shifts shall be defined as those shifts that are more than the regularly scheduled eight (8) hour shift, inclusive of the thirty (30) minute unpaid meal period.

Section 3. Ten (10) hour shifts will be defined as:

- a. a full-time employee will be defined as one who is regularly scheduled to work three (3) nine and one half (9½) hour shifts and a nine (9) hour shift in a given work week or three (3) ten (10) hour shifts and one (1) seven and one-half (7½) hour shift per week;
- b. A part-time employee will be defined as one who is regularly scheduled to work three (3) nine and one-half (9 ½) hour shifts per week, or two (2) nine and one-half (9 ½) hour shifts per week.
- c. such shift shall be exclusive of a one-half (½) hour unpaid lunch period and inclusive of a one (1) paid fifteen (15) minute break.

Section 4. Twelve (12) hour shifts will be defined as those shifts that are twelve (12) hours inclusive of a one-half (½) hour unpaid lunch break and two (2) paid fifteen (15) minute breaks. For purposes of benefits:

- a. a full-time employee will be defined as one regularly scheduled to work three (3) twelve (12) hour shifts for a total of thirty-four and one-half (34½) hours per week;
- b. a part-time four (4) employee will be defined as one working two (2) twelve (12) hour shifts and one (1) seven and one-half (7½) hour shift for a total of thirty and one-half (30½) hours per week;
- c. a part-time three (3) employee will be defined as one working two (2) twelve (12) hour shifts for a total of twenty-three (23) hours per week;

Twelve (12) hour shift employees will not be scheduled to work more than two (2) consecutive twelve (12) hour shifts unless the employee agrees. To make up for reduced hours, employees may work extra hours and will be assigned according to staffing needs and at the discretion of the nurse manager. Whenever possible employees may take PTO time in increments to total no more than thirty-seven and one-half (37.5) hours in a week. Requested PTO will be taken in increments consistent with their normally scheduled shift.

Section 5. Extended shift employees may have to work every other weekend; the Employer will attempt to schedule such employees less frequently where staffing permits. Extra weekend days off will be scheduled according to shift and seniority on a rotating basis.

Section 6. Extended shift employees, who have rotation requirements, shall rotate according to Article 13, Shift Rotation.

Section 7. Paid time off will be accrued and scheduled according to Article 20, Paid Time Off.

Section 8. Shift differential shall be paid according to Article 18, Shift Differential.

Section 9. Overtime shall be paid according to CT Article 43 Overtime.

Section 10. Extended shift vacancies will be posted according to Article 10, Vacancies, Job Bidding and Transfers.

Section 11. Extended shift employees are entitled to all other provisions provided for in this Agreement.



**Article 13**  
**Shift Rotation**

Section 1. All employees hired for the day shift will be required to rotate to an off shift (evenings/nights) on their assigned unit according to the following procedure:

Step 1 The Employer will first seek to fill off shift positions with per diem nurses.

Step 2 If there are no per diem nurses available, the Employer will request volunteers from regular employees.

Step 3 If volunteers are not available, the Employer shall rotate day shift nurses according to inverse bargaining unit seniority.

Section 2. The maximum number of rotation shifts worked per month according to bargaining unit seniority shall be:

0-15 years	five (5) days/month;
16 years or more	zero (0) days/month.

In any event, full-time and part-time employees will not be asked to rotate more shifts per month than the normal number of days they work each week. For example, if an employee is hired to work three (3) days a week, he or she will not be required to rotate more than three (3) days per month regardless of their seniority.

Section 3. If employees subject to rotation from within a particular unit have reached their maximum tour of duty rotations outlined in Section 2 above, and additional rotations are necessary on that unit, employees who are otherwise exempt from rotation shall be subject to rotation by inverse order of seniority except that employees with twenty-five (25) years of service or more shall not ever be required to rotate.

On a quarterly basis (January 1, April 1, July 1 and October 1) the Employer will provide the Union with the name and date of hire of each RN on the day shift of each unit. If fifty percent (50%) or more of the total number of RNs on the day shift of the unit have service less than twenty (20) years, then those nurses with twenty (20) or more years of service shall not be required to rotate for that particular quarter.

Section 4. The Employer shall take into account an employee's off shift preference (whether evenings or nights) but the Employer retains the discretion to assign rotation based upon its assessment of staffing needs.

Section 5. Per diem employees may be required to rotate up to two (2) off shifts per month.

Section 6. Employees who are required to rotate to an off shift shall not be floated to another unit. In this case, a charge nurse may be required to float.

**Article 14**  
**Floating**

Section 1. The order in which nurses will be floated from the appropriate unit will be:

- a. agency personnel;
- b. volunteers;
- c. per diem employees;

d. regular employees in inverse order of Hospital seniority;

Section 2. An employee will not be required to float more than once per shift.

Section 3. Employees who are floated shall not be required to take charge unless they are the only RN assigned to that unit.

Section 4. Staff that float will only be assigned to complete work that they have been trained/oriented to do. It is understood that an employee will not be given the sole accountability for a patient and/or assignment if the employee is not competent to care for the patient or complete the assignment.

Section 5. A list of regular employees assigned to a unit shall be developed in inverse order of seniority. The least senior employee will float first, with subsequent floating being assigned until all employees have been floated. Charge nurses shall not be subject to float duty except as provided for in Article 13, Section 3, Shift Rotation. If an employee volunteers to float, it shall be credited to them so that they shall not be required to float when the duty rotates to them.

Section 6. Graduate nurses and newly hired RNs will not float for the first six (6) months following their date of hire unless the preceptor they are assigned to is assigned to float.

Section 7. Employees covered by this Agreement will not be required to float to the Sisters of Charity Hospital Main Street Campus.

## **Article 15 Health and Safety**

Section 1. It is a basic objective of both parties to this Agreement that safe working conditions shall be maintained. Toward that end, the Employer will observe all applicable health and safety rules and regulations. The Employer also will provide and maintain safe working conditions.

Section 2. The Employer agrees to make available necessary safety equipment, promote safe working conditions, and make other reasonable provisions for the safety and health of employees.

Section 3. The Employer will annually provide health and safety training.

Section 4. The Union and the employees agree that they will cooperate in promoting safety and will comply with all safety rules. An unsafe condition or hazard should be immediately brought to the attention of a supervisor, so that the condition can be investigated and dealt with appropriately. If the unsafe condition or hazard is not addressed, it shall be brought to the attention of the Health and Safety Committee.

Section 5. There will be up to three (3) Union designated representatives from the bargaining units selected by the Union, representative of the cross-functional nature of job titles and departments, to be on the Employer's Health & Safety Committee. The Employer will notify the Area Vice President and the Union committee representatives of the meeting schedule. The Employer will make reasonable efforts to schedule the meetings so the designated committee members can attend. Employees will be compensated for participating in the meetings if not already scheduled. Agenda items shall be sent by both parties one (1) week in advance, except that agenda items that are not known in advance may be brought to the meeting without notice.

Section 6. The Safe Patient Handling (SPH) committee will become a part of the Health and Safety committee and will have standing agenda items. Any current outstanding safe patient handling issues will be addressed in this manner.

**Article 16  
Parking**

The Employer will provide free parking to all employees covered by this Agreement in employee designated areas, which are in the rear of the building.

**Article 17  
Cafeteria Discounts**

Employees will be entitled to no less than 20% discount of the posted price of discount eligible items.

**Article 18  
Shift Differential**

Section 1. Shift differential shall be paid to all evening and night shift employees or to employees who replace evening or night shift employees for all hours worked on the evening and night shift.

- a. Evening shift differential will be paid for all hours worked between 3:00 pm and 11:00 pm.
- b. Night shift differential will be paid for all hours worked between 11:00 pm and 7:00 am.

Section 2. Shift differential shall be applied to all scheduled Paid Time Off (PTO) paid to employees who only work the evening and night shift. Shift differentials will be reported with wages for Disability Insurance purposes.

Section 3. An employee who works the night shift, and who is authorized to work into the day shift, will get shift differential for all hours worked.

Section 4. There shall be no pyramiding of shift differential.

Section 5. Shift differentials shall be paid according to the rates set forth in Article 58, Wages.

**Article 19  
Employee Access to Union Representation**

Section 1. Where an investigative interview of an employee by an Employer/Hospital representative could lead to discipline for such employee, the employee will be so informed prior to the meeting and is entitled to and shall be offered Union representation during such interview.

Section 2. At any meeting between an employee and any representative(s) of the Employer/Hospital at which discipline is to be administered, the employee will be so informed prior to the meeting and is entitled to and shall be offered Union representation.

Section 3. An employee may voluntarily decline Union representation in matters involving time and attendance violations as documented on a signed Waiver of Union Representation form.

Section 4. It is understood that when Union representation is needed, the Employer shall first attempt to utilize a steward from the employee's bargaining unit that is currently working in the Hospital. If there is not union representation from the employee's bargaining unit available, any union representative regardless of bargaining unit may be used. In matters of nursing practice issues only, an RN steward must be utilized. If there are not any union representatives in the Hospital, the Employer will contact the Local Union as soon as they are aware that an investigation or discipline needs to be scheduled.

Section 5. During termination communications, the Area Vice-President or designee must be present. Meetings shall not be delayed by the unavailability of the Area Vice- President or their designee.

**Article 20  
Paid Time Off (PTO)**

Section 1. All full-time employees, hired after 04/01/01 are eligible for PTO according to the following schedule:

Length of Service	Accrual Rate	Maximum Accrual (Hours/Days)	Maximum Balance in employee bank (Hours/Days)
Date of Hire to less than 3 years (0-35 months)	.085 X each hour paid	165.00 Hours (22 Days)	217.50 Hours (29 Days)
3 years to less than 4 years (36-47 months)	.089 X each hour paid	172.50 Hours (23 Days)	225.00 Hours (30 Days)
4 years to less than 9 years (48-107 months)	.108 X each hour paid	210.00 Hours (28 Days)	262.50 Hours (35 Days)
9 years to less than 15 years (108-179 months)	.127 X each hour paid	247.50 Hours (33 Days)	300.00 Hours (40 Days)
15 years to less than 24 years (180-287 months)	.147 X each hour paid	285.00 Hours (38 Days)	337.50 Hours (45 Days)
24 years and following (288+ months)	.166 X each hour paid	322.50 Hours (43 Days)	375.00 Hours (50 Days)

Section 2. All part-time employees hired after 04/01/01 are eligible for PTO according to the following schedule:

Length of Service	Accrual Rate	Maximum Accrual (Hours/Days)	Maximum Balance in employee bank (Hours/Days)
Date of hire to less than 9 Years (0-107 months)	.069 X each hour paid	135.00 Hours (18 Days)	150.00 Hours (20 Days)
9 years to less than 24 years (108 months–287 months)	.108 X each hour paid	210.00 Hours (28 Days)	225.00 Hours (30 Days)
24 years and following (288+ months)	.154 X each hour paid	270.00 Hours (36 Days)	288.00 Hours (38.4 Days)

Section 3. All full-time employees hired prior to 04/01/01 shall be entitled to accrue PTO according to the following schedule:

Length of Service	Accrual Rate	Maximum Accrual (Hours/Days)	Maximum Balance in employee bank (Hours/Days)
9 years to less than 24 years (108-287 months)	.154 X each hour paid	300.00 Hours (40.00 Days)	322.50 Hours (43.00 Days)
24 years and following (288+ months)	.172 X each hour paid	322.50 Hours (43.00 Days)	375.00 Hours (50.00 Days)

Section 4. All part-time employees hired prior to 04/01/01 shall be entitled to accrue PTO according to the following schedule:

Length of Service	Accrual Rate	Maximum Accrual (Hours/Days)	Maximum Balance in employee bank (Hours/Days)
9 years to less than 24 years (108-287 months)	.143 X each hour paid	252.00 Hours (33.60 Days)	270.00 Hours (36.00 Days)
24 years and following (288+ months)	.154 X each hour paid	270.00 Hours (36.00 Days)	288.00 Hours (38.40 Days)

Section 5. Eligible employees accrue PTO from their date of hire but cannot begin using their accumulated time until after completion of three (3) months of continuous service. Prior to completion of three (3) months of service an employee may take time off without pay. During their probationary period, newly hired employees shall only be permitted to use PTO for the reasons set forth in the New York State Paid Sick Leave law.

Section 6. If an employee changes from full-time to part-time status, there will be no change in benefit date. In addition, the part-time employee is able to carry over up to fifty percent (50%) of the PTO maximum accrual allowed based on their part-time service category. The remaining portion will be paid out to the employee.

Section 7. An employee changing from an ineligible to an eligible status (e.g., per diem to full time) will begin accruing PTO for the first full pay period from the date of the change providing they have satisfied their probationary period.

Section 8. PTO is accrued for every hour a full-time or part-time employee is paid, including hours worked as per Article 2, Union Representation. paid hours, up to a maximum of seventy-five (75) hours per payroll period shall be the maximum accrual for each pay period.

Section 9. Paid Time Off Scheduling:

- a. An employee's nurse manager must approve all PTO.
- b. PTO should be scheduled in advance of the time block with routine time requests as noted in Article 11, Hours of Work except in extraordinary circumstances when it will be considered. Up to three (3) shifts of Paid Time Off will be designated for use with at least two (2) weeks advance notice of the requested day, except in extraordinary circumstances. The request should be submitted to the appropriate manager or designee.
- c. Unscheduled absences must be reported to the appropriate designee two (2) hours before the start of a shift for the day shift. Evening and night shift employees must make every reasonable effort to call four (4) hours before the start of a shift, but no less than two (2) hours before the start of a shift following department procedures.
- d. When the department must remain open for the eight (8) major holidays employees working seven and one-half (7½) hour shifts shall be required to work no more than one (1) holiday in each of the following groups of holidays:

Memorial Day	or	Independence Day
Labor Day	or	Thanksgiving Day
Christmas Day	or	New Year's Day

Christmas Eve or New Year's Eve.

Employees shall not be required to work Easter Sunday more than one time every other year. Holiday commitments that occur during approved scheduled vacations shall be met.

e. Selection of the Holiday:

1. A preference list shall be posted prior to the scheduling of each holiday group to select the holiday off.
2. Assignments to work a holiday in each group will be determined by the employee's preference and previous year's holiday assignment.
3. If scheduling permits an employee to have an extra holiday off the July 4, Thanksgiving, Christmas Eve, or Christmas Day, the holiday in question will first be offered to the most senior employee on that unit and thereafter that holiday will be offered on a rotation basis.

f. In areas where an employee is expected to be on call, a holiday commitment shall be established for the six (6) major holidays which are:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Labor Day.

g. The holidays and/or shifts referenced below shall be considered the holiday, and shall be paid at the rate of time and one half (1½) the employee's base rate for all hours worked:

1. Christmas Eve from 3:00 pm on 12/24 through 7:00 am on 12/25;
2. Christmas Day from 7:00 am on 12/25 through 7:00 am on 12/26;
3. New Year's Eve from 3:00 pm on 12/31 through 7:00 am on 1/1;
4. New Year's Day from 7:00 am on 1/1 through 7:00 am on 1/2;
5. Easter Sunday from 7:00 am through 7:00 am the Monday after;
6. Memorial Day from 7:00 am through 7:00 am the next day;
7. Independence Day from 7:00 am on 7/4 through 7:00 am on 7/5;
8. Labor Day from 7:00 am through 7:00 am the next day; and
9. Thanksgiving Day from 7:00 am through 7:00 am the next day.

Employee's whose day shifts begin earlier than 7:00 am will continue to receive holiday premium pay for their entire shift.

h. Switching of shifts or partial shifts between employees may occur after the schedule is posted with the manager's approval. Written requests must have signature of the affected employees. The initially scheduled holiday shall be considered the holiday commitment.

i. When an employee calls off for an unscheduled PTO day on a holiday, the absence will be treated as an absence on a scheduled weekend shift and rescheduled as a weekend makeup.

Section 10. PTO Vacation Requests:

a. Requests for PTO will be submitted two (2) times per year as follows:

1. by November 1 of the preceding year for the period of time from January 2 through April 30;
  2. by March 1 for the period of time from May 1 through the end of the year.
- b. Approval or denial of such requests shall be indicated by no later than thirty (30) days after the request is made.
  - c. A maximum of seventy-five (75) hours of PTO days for full-time, sixty (60) hours for PT4, forty-five (45) hours for PT3 and thirty (30) hours for PT2 can be scheduled during the period of June 1, up through September 15 and the period from December 15 through New Year's Day. In case of conflict, seniority will be the determining factor. The manager or designee may make exceptions to these limits, by seniority, when staffing permits.
  - d. Should an employee desire to change an approved PTO, the employee must submit the change at least thirty (30) days prior to the first day of the scheduled PTO time. The employees' request shall be accommodated if possible.
  - e. Approved PTO may not be changed when personnel must transfer without the consent of the employee, in instance of lay off, unit closings or transfers because of an administrative decision or due to a CHS partial or full consolidation. In each of the above instances, approved PTO requests will be honored.
  - f. If a disability occurs during scheduled PTO and last for one (1) week or more, that portion of the PTO shall be rescheduled upon submission of medical certification to the Employer.
  - g. If a disability occurs prior to scheduled PTO and is expected to last into the PTO period, the PTO shall be rescheduled.
  - h. An employee may request PTO pay in advance of taking PTO. These requests must be submitted to Payroll in writing three (3) weeks in advance of the start of the employees' PTO.

Section 11. The employee's paycheck stub should reflect the net balance of PTO as of the beginning of the current pay period.

Section 12. An eligible employee may voluntarily donate a portion of their own PTO benefit hours to another benefited employee who is away from work on approved leave for disability, family medical leave, or personal leave of absence for hardship reasons. The employee will be eligible to give hours from their own accrued balance of PTO. Donated hours shall be subtracted from donors' PTO accrual bank with no adjustment for their dollar value. Donated hours shall be paid to the recipient at recipients' rate of pay.

Section 13. Unscheduled absences are subject to the provisions of CT Article 35, Attendance and Tardiness.

Section 14. Paid Time Off (PTO) at time of termination will be processed as follows:

- a. Employees who fail to complete the probation period, for any reason, will receive no payout of any accrued PTO at time of termination.
- b. Employees who successfully complete the probationary period, and are terminated by the Employer, will receive a payout for all accrued unused PTO at time of termination.



- c. PTO for employees who successfully complete the probationary period, and resign from their position will be processed as follows;
1. If the employee fails to provide a minimum of two (2) weeks written notice, there will be no payout of any accrued PTO.
  2. If the employee provides a minimum of two (2) weeks written notice and works their normal schedule during the notice period or is away from work on approved PTO, then the employee will receive a payout of all accrued PTO on the pay date following the employee's last day of employment.
  3. If the employee provides a minimum of two (2) weeks written notice, and then takes unscheduled PTO during the notice period, the employee will not be paid for the hours away on unscheduled PTO. In addition, the hours the employee was off on unscheduled PTO will be deducted from the employee's PTO bank. Once the deduction is made, then the Employer will pay the balance of accrued unused PTO on the pay date following the employee's last day of employment.

Section 15 Upon the death of an employee with a PTO balance, accrued PTO will be paid to the employee's estate.

Section 16. All full time and part-time employees are eligible to participate in the PTO buyback program at a rate of one hundred percent (100%) of the employee's current rate of pay. Eligible employees may elect in December of each year, a cash payout of their PTO to be paid out in the following November, to a maximum of seventy-five (75) hours in a payroll year. Employees shall only be able to receive a cash payout on PTO accrued in the calendar year in which it is paid out. Employees electing a cash payout of PTO will be required to complete a PTO buyback election form.

## **Article 21 Work in Progress**

Work in progress is defined for the purposes of this Article as an employee being engaged in a surgical or non-surgical, procedure or the care of a post-surgical patient at the scheduled end of the employee's shift. Management and the union agree that surgical cases will be scheduled to be completed within the department's defined hours of operation.

Section 1. The following process will be followed to staff beyond the end of the employee's work shift. In the event of unforeseen circumstances that delay a scheduled procedure and staff is required to stay beyond the end of their scheduled shift, the following process will apply:

- a. Every effort will be made to solicit volunteers from the available staff at work, to stay to complete the care of the patient.
- b. If there are no volunteers, department staff not currently working, will be called in seniority order and asked to voluntarily report to work to complete the care of the patient. Article 23, Call-In Pay will be applicable.
- c. If there are no volunteers after following the above steps, the least senior person currently working will be required to complete the care of the patient, on a rotating basis.

Section 2. This will be a standing agenda item at workload and staffing to monitor the number of any occurrences each month.

## **Article 22**

### **Staffing Committee**

Section 1. High quality patient care and achieving optimal staffing within the resources available to the Hospital are the mutual goals of the Employer and the Union. The Employer and the Union also recognize that staff Registered Nurses should participate in decisions affecting the delivery of care. The purpose of the Staffing Committee is for the Union and the Hospital to work together to reach these goals.

Section 2. The Union and the Employer believe that adequate staffing levels are critically important to safe patient handling, optimal patient outcomes, increased patient and family satisfaction, and the long-term success of SOCH – St. Joseph Campus. Studies have shown that lower staffing levels lead to many pitfalls for the hospital patient population, including an increase of hospital acquired infection rates, missed care, medication errors, complications leading to longer lengths of stay, added costs and increased post-surgical and post-procedural mortality rates. Hospitals with safe staffing have been shown to have better scores, less RN turnover (less burnout, greater career satisfaction, decreased working injuries), improved patient outcomes, satisfaction, and reduced 30-day re-admission rates resulting in higher reimbursements and lower overall costs.

Section 3. A joint Employer-Union Committee will meet to address the above stated mutual goals. The Committee shall include the Vice-President of Patient Care Services or their designee the President of the Local Union or their designee, Area Vice-President or their designee, and shall meet on a monthly basis. The Committee representatives for both the Employer and the Union shall have one (1) representative from each patient care area that has items on the agenda to review and discuss.

Other individuals with the mutual agreement of the parties may be invited to meetings as needed for information purposes. Such requests shall not be unreasonably denied.

Section 4. The goal of the Committee is to continually improve, within the resources available to the Hospital, the quality of patient care and the quality of work life for the employees. Agenda items for regular committee meetings and the St. Joseph Campus unsafe practice forms will be submitted to Human Resources at least one (1) week prior to the scheduled meeting. It is understood that items which are not presented one (1) week in advance may not be placed on the agenda if there is not sufficient time to gather information. Standing agenda items for the Committee meetings will be:

- a. Review of current bargaining unit employees presently out on disability, Workers' Compensation, or other hospital approved leave of absence;
- b. RN vacancy and RN turnover rates;
- c. Use of agency/supplemental staff;
- d. Review of Unsafe practice forms with the employee(s) submitting it;
- e. Review staffing levels, patient mix and outcomes taking into consideration appropriate skills and experience and considering direct care resources;
- f. Review for consideration evidence-based research and best practices tailored to the organization's business needs, mission, and goals;
- g. Review of RN training initiatives; and
- h. Review violations of the MOU on Staffing.

Section 5. The Committee shall, at a minimum, annually review staffing plans/templates and will make recommendations for adjustments. Relevant data will be provided in order to make recommendations.

Section 6. The Employer will create an organizational culture of retention that empowers and is respectful of its nursing staff. The Employer will analyze, discuss, and correct where necessary, problems related to the following issues that affect nurse retention:

- a. documentation requirements and other administrative tasks that affect patient care;
- b. mentoring program;
- c. registered nurse exit interviews – every effort will be made to contact RNs voluntarily leaving the Hospital prior to their last day of employment to conduct an Exit Interview to collect information that might be relevant to the underlying causes of staff turnover and share the individual’s reasons for leaving;
- d. current RN turnover and RN vacancy rates;
- e. employee satisfaction/feedback opportunities for improvement will be considered; and
- f. recruitment initiatives.

Section 7. An employee questioning the staffing level on a specific shift, on their unit / clinic / department must notify the charge nurse who will contact the designated nurse manager/supervisor on duty. The Manager/supervisor will first attempt to resolve the problem. If the employee’s concern remains unresolved, the employee will so indicate on the approved St. Joseph Campus unsafe practice form. A copy of the form will be sent to the appropriate nurse manager and to the Union for review by the employee completing the form, or a bargaining unit member of the staffing committee. The nurse manager/supervisor will review and investigate the incident documented on the form and present their findings at the next scheduled staffing committee meeting.

The purpose of the St. Joseph Campus unsafe practice form(s) is to mutually work to correct an identified issue on the unit/department. If the approved form is not utilized, the form is not complete, or it has not been properly and timely presented to the designated /supervisor on duty, or the Nurse Manager, the issue may not be discussed at the next Staffing Committee meeting. One adjournment will be permitted for discussion at the following scheduled Staffing Committee meeting.

Section 8. If over a four (4) month period a consistent shortfall in budgeted staffing exists and results in hours paid over budget, and the shortfall is not a result of vacancies or unusual circumstances (to include workers’ compensation, disabilities, FMLA), the Employer or the Union shall submit the shortfall in staffing to the Committee as an agenda item for review at the next scheduled meeting. This review will include the use of per diem and part-time employees.

Section 9. The Committee shall have the authority to carry out the work outlined in Section 3. and 4. above, and to implement the recommendations of a majority of the Committee members. A proposal will be drafted by the Committee and presented to the Senior Administrative Team for St. Joseph Campus for review consideration and approval.

Section 10. The initial meeting of the Staffing Committee will include the following agenda items:

- a. Review of standing agenda items.
- b. Establishment of ground rules to ensure focus is place on successful outcomes and solutions.
- c. The committee shall meet bi-weekly for the first three (3) months.

*\*The Staffing/Clinical Staffing Committee Article (CT Article 40) shall supersede this Article where any language is duplicated or inconsistent.*

**Article 23**  
**Call-In Pay**

Employees who are not receiving on-call pay and are called into work for a work assignment outside of their regular scheduled work hours shall receive four (4) hours pay or a minimum of four (4) hours work. Being called into work for the purpose of this Article does not include being held over or starting early.

**Article 24**  
**Staff Lounge**

The Employer shall provide a break room for employee breaks and lunch periods.

**Article 25**  
**Dress Code**

Section 1. The parties agree that the Dress Code for St. Joseph Campus will apply to employees in the bargaining units. The parties agree that the Employer has the right to modify the Dress Code upon notice to the Union.

Section 2. Registered nurses will be required to wear navy blue scrubs. The exceptions to this will be:

- a. Holiday scrubs will be allowed to be worn for one (1) week preceding and one (1) week following a holiday.

Section 3. In the event the Employer/Hospital wants to introduce and/or change uniforms in any other unit/department, representatives from management, the union, and employees from the affected unit(s)/department(s) will meet to review options.

Section 4. Implementation of any change recommendations agreed upon from the above committees will take effect one (1) year from the date of ratification.

**Article 26**  
**Complete Agreement**

This Agreement may not be amended, modified, waived, or otherwise revised except by written agreement by both parties.

## **Memorandum of Understanding 1 Recognition**

During the negotiations that resulted in this Agreement, the parties agreed to delete the job titles of staff development/patient educator and case manager from the inclusion language outlined in Article 1, Section 1., and to include those same job titles under the exclusion language in Article 1, Section 1.

The intent of this change is to ensure that the inclusion language accurately reflects the current composition of the bargaining unit.

It was further agreed by the parties, that if St. Joseph Campus were to re-employ nurse educators or case managers, the job titles and the employees hired to work in those job titles would return to the bargaining unit.

## **Memorandum of Understanding 2 Nurse Interns**

Section 1. The Employer and the Union agree that there is now and will continue to be a chronic shortage of Registered Nurses in Western New York, and innovative programs must be immediately implemented to attract and retain qualified nurses.

Section 2. The Employer and the Union agree that the following program for Nurse Interns will be implemented upon the ratification of this Agreement.

- a. Nursing Interns (“Interns”) will work with St. Joseph Campus Registered Nurses who are members of the bargaining unit to assist the RN in providing nursing services. The intern will not be considered part of the collective bargaining unit and will not be required to join the union nor be required to pay union dues while in intern status.
- b. An RN who is assigned to work with an intern, will receive preceptor pay, as per CT Article 58, Registered Nurse Salaries, for all hours assigned to work with the intern.
- c. The Employer may elect to enter into an agreement with each intern and their respective school to provide partial or total scholarship assistance towards completion of a degree in Nursing. In exchange for this scholarship assistance, the intern will provide the Employer with a commitment to a pre-specific length of service as an RN with St. Joseph Campus.
- d. This internship program will not cause a reduction in the number of positions within the bargaining unit at St. Joseph Campus.
- e. The movement of an intern from intern status to employment in an RN position at St. Joseph Campus will not supersede the contractual obligation of the Employer to post any position.
- f. During the internship period, St. Joseph Campus will continue to recruit to fill open positions regardless of whether or not an intern is in place within that particular unit.
- g. An intern who completes two (2) successive internships of not less than nine (9) weeks each in the same department or specialty area that has vacancies may be considered for any open position in the area where the internship was completed. The intern candidate will be considered an external applicant with no seniority rights to the position. The intern candidate must bid on the open position in accordance with the Employer’s policy and procedure and Article 10, Vacancies, Job Bidding and Transfers.

In order to accept the position, the successful intern candidate must also be a graduate of an accredited nursing school and possess current registration as an RN in New York State.

### **Memorandum of Understanding 3 Self-Scheduling**

Section 1. The Hospital is in the process of implementing Self-Scheduling throughout all departments. The Hospital and the Union will work together on implementation in departments not utilizing electronic self-scheduling.

Section 2. In departments that use self-scheduling, the scheduling will be done as follows:

- a. Six (6) weeks in advance of the final schedule being posted, employees must enter their scheduling requests and any PTO requests into the electronic scheduling system (Both the PTO requests and the scheduling requests must be approved by the Nurse Manager).
- b. Full-time, Regular Part-time and Weekend Employees will have two (2) weeks to schedule their preferences.
- c. Scheduling of Per Diem personnel will be done by the Nurse Manager. Preferences should be submitted to the Nurse Manager. If possible, per diem employees should submit preferences electronically in the scheduling system.
- d. The schedule will be closed after this two (2) week period for the Nurse Manager to review and make adjustments based on departmental needs.
- e. Open shifts will then be made available for Employees to schedule extra time. Extra time approved by the Nurse Manager will be placed on the schedule.
- f. The approved schedule will be made available two (2) weeks prior to the Employee being scheduled to work.
- g. Weekend commitments and rotation to cover the off shifts must be met per contract language in Article 11, Hours of Work and Work Schedules and Article 13, Shift Rotation.

### **Memorandum of Understanding 4 Variable Start Positions in the Emergency Department**

The following is the agreement reached between Sisters of Charity Hospital, St. Joseph Campus and the Communications Workers of America, Local 1168 as it relates to variable start Position(s) in the Emergency Department:

1. Variable start positions range in start time from 6:00 am to 11:00 am and are considered twelve (12) hour shifts.
2. The assignment to variable starts will be done according to bargaining unit seniority (i.e.- the most senior RN(s) in a variable start position will be assigned hours beginning at 6:00 am and so on until all variable start positions have been scheduled).
3. Any RN in a variable start position can request to be scheduled for the later shift hours based on bargaining unit seniority.
4. It is agreed that there will be no more than five (5) variable start positions in the Emergency Department at any given time.

**Memorandum of Understanding 5**  
**Seniority Dates**

During the course of 2020 contract negotiations, the parties have agreed to modify Article 7, Seniority for the RN Bargaining Unit. Effective upon ratification, seniority shall be defined as the length of time an employee has been continuously employed in any capacity with the Employer. Bargaining Unit Seniority will no longer apply to any employee hired after the ratification of this agreement.

For all employees hired by the employer before November 8, 2021, the following shall apply:

**Bargaining Unit Seniority:** Bargaining unit seniority shall be defined as the length of time an employee has worked continuously as an RN in any bargaining unit position and will be referenced in matters related to job bidding and shift rotation.

**Seniority:** Seniority shall be defined as the length of time an employee has been continuously employed in any capacity with the Employer and will be referenced in matters referenced in matters related to vacation selection, layoff, recalls, temporary reductions-in-force and the computation and determination of eligibility for all benefits where length of service is a factor pursuant to the terms in this agreement.



**SISTERS OF CHARITY HOSPITAL - ST. JOSEPH CAMPUS  
SERVICE**

## **Article 1 Recognition**

Section 1. The Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment, for all its employees in the collective bargaining unit certified by the National Labor Relations Board in Case 3-RC-11894.

Inclusions: This agreement covers all full-time, regular part-time and per diem employees, employed by the Employer at its 2605 Harlem Road, Cheektowaga New York 14225, facility, including Administrative Assistant II, Ambassadors, Anesthesia Assistants, Chart Analysts, Correspondence Secretary, Cooks, Environmental Service Aides/Workers, Food Service Attendants, Groundskeepers, Health Information Clerks, Imaging Service Attendants, Immediate Treatment Assistants, Intern Pharmacy Assistants, Lead Environmental Service Workers, Lead Sterile Processing Technicians, Monitor Technicians, Nurse Assistants, Nutrition Clerks, Pharmacy Clerks, Pharmacy Interns, Pharmacy Technicians, Pre-Surgery Test Liaisons, Radiology Office Clerks, Receiving Clerks, Rehabilitations Aides, Service Representatives, Sterile Processing Technicians, Storeroom Clerks, Surgery Schedulers, Switchboard Operators, Transport Aides, and Unit Clerks.

Exclusions: All technical employees, business office clerical employees, skilled maintenance employees, any employees currently represented by a labor organization, any employees working at the Employer's facility who are employed by Catholic Health System or any other employer, Laboratory Technologists, Patient Services Technician, Phlebotomists, Medical Transcriptionist-Lab, Senior Medical Technologists-Lab, Senior Procedure Technologists-Lab, confidential employees and all guards and professional employees and supervisors as defined in the Act.

Section 2. The Employer shall provide to the Union on a quarterly basis, an alphabetical list of all bargaining unit members including, but not limited to: name, address, social security number, employee identification number, department number, date of hire, job code, current rate of pay, shift, telephone number, cell phone number (if available), email address (if available) and a list of any name and address changes.

Section 3. The Employer shall provide to the Union on a monthly basis, a list of new hires, terminations/resignations, disability cases, compensation cases, leaves of absence, status changes and address changes.

## **Article 2 Union Representation**

Section 1. No employee shall engage in any Union activity, including the distribution of literature, which could interfere with the performance of work during their working time or in working areas of the Employer at any time. When it is necessary for a steward to enter a working area of the Employer for the purpose of investigating a grievance or a working condition which may be the subject of a grievance, a Union steward may conduct such Union business in the working area of the Employer. The Union steward will notify the manager if present and will not interfere with the performance of work or patient care.

Section 2. The Union may elect an Area Vice-President and bargaining unit employees to act as a Steward for the purpose of handling grievances and administering this Agreement.

In addition, the Union shall make every effort to appoint two (2) evening and two (2) night shift stewards to represent employees on their respective shifts.

The Union shall furnish the Employer/Hospital with a list of designated Union Stewards on an annual basis and will provide written notice to the Employer/Hospital of any changes in Stewards as they occur.

Section 3. If a steward is not available to process a grievance, represent an employee in a disciplinary interview or otherwise administer this contract, the Area Vice-President or another steward may identify themselves to the supervisor as the person who will be acting on behalf of the steward for the period of their absence. In the event an employee Union representative is not available to represent an employee in a grievance or disciplinary interview; a non-employee Union representative may represent such employee.

Section 4. Stewards shall restrict their activities to the investigation or processing of grievances and the administration of the contract and shall be provided a reasonable amount of time during their regularly scheduled work hours without loss of pay for this purpose. Before attending a grievance on work time or in a work area, the steward must obtain authorization from their immediate supervisor.

Additionally, if it is necessary for the steward to enter another work area to handle a grievance, the steward must obtain authorization from the designated management representative for that area. Authorization shall not be unreasonably denied. Grievances shall be investigated and processed in a prompt and orderly fashion and in no event shall such activity interfere with the delivery of patient care.

Section 5. The Employer will not be responsible for paying stewards or employees who participate in grievance meetings which are scheduled during their off-duty hours except if requested by the Employer. Grievance meetings will not be scheduled for other than work time except by mutual agreement.

Section 6. Within ninety (90) days of the expiration of this Agreement and upon receipt of a bargaining demand, up to two (2) employees, from both the RN and Service Bargaining Units, who are elected or appointed to the bargaining committee, for the purpose of negotiating a successor agreement, will be excused from work. The two (2) RN members shall be excused with pay for contract negotiations. The two (2) Service members shall be excused without pay for contract negotiations. No more than one (1) person in any given unit/department from each bargaining unit will be released for this purpose. Bargaining Committee members will be excused from work without pay for Union bargaining caucus. Such time shall be considered time worked for the purpose of accrual of all benefits.

Section 7. The Employer shall provide unpaid excused absence time for Union business to the Union's Area Vice-President not to exceed three (3) days per week, unless approved by the nurse manager. Employees using such excused absence time shall accrue seniority and all Employer paid benefits including pension accrual. For purposes of pension accrual, the Employer will credit the employee with earnings equal to the actual earnings reported on the W-2 from the Employer plus an amount equal to the employee's hourly rate multiplied by the number of excused absence hours, used by the area vice-president in a calendar year. The actual day of absence each week will be pre-approved by the nurse manager. The Employer shall also provide unpaid excused absence time to the Area Vice-President to attend Union leadership seminars, training sessions, conventions, district meetings and conferences. Such requests shall not be unreasonably denied. Written requests for such leave shall be made to the Employer at least two (2) weeks before the schedule is posted. Such absences shall not interfere with patient care-needs or the operation of the Employer and will be limited to fifteen (15) days per calendar year without loss of benefits.

Section 8. The Employer may grant requests for unpaid excused absence time to the Chief Stewards, Stewards and Convention Delegates to attend Union leadership seminars, training sessions, conventions, district meetings and conferences. Such requests shall not be unreasonably denied. Written requests for such leave shall be made to the Employer at least two (2) weeks before the schedule is posted. Such absences shall not interfere with patient care needs or the operation of the Employer and will be collectively limited to twenty-five (25) days per calendar year for each bargaining unit, without loss of benefits. In addition,

new stewards shall be allowed up to two (2) unpaid days without loss of benefits for steward training. These days shall not be included in the twenty-five (25) day cap.

Section 9. The Employer will provide Union representatives thirty (30) minutes of time to meet with new employees covered by the Agreement during the initial week of employment at a time and location that is mutually agreed to. The Employer will provide the Union with a list of new hires prior to the Orientation class.

Section 10. Any employees that are excused from work for union business under this Article of this collective bargaining agreement will not experience any loss in seniority, category of employment, wages, grade/step determinations or any benefits (e.g., retirement) related to Union Business.

### **Article 3 Categories of Employees**

Section 1. A full-time employee shall be defined as an employee who is regularly scheduled and budgeted to work at least thirty-four and one half (34½) to thirty-seven and one-half (37½) hours per week exclusive of meal time.

Section 2. A part-time employee shall be defined as an employee who is regularly scheduled to work less than thirty-four and one-half (34½) but not less than fifteen (15) hours per week.

Section 3. A per diem employee shall be defined as provided in Article 4, of this Agreement, which is entitled "Per Diem Employees".

Section 4. A temporary employee shall be defined as provided in Article 5, of this Agreement, which is entitled "Temporary Employees".

### **Article 4 Per Diem Employees**

Section 1. A per diem employee is neither a full-time nor part-time employee. Newly hired per diem staff will be required to meet all orientation requirements and will be subject to the same probationary period. A change to per diem status requires two (2) weeks of advance notice, an available position and the agreement of the department head.

Section 2. Per diem employees must work one (1) full weekend per schedule period (two full pay periods) and two (2) holidays each year (one in summer and one in winter) in order to maintain their per diem status.

- a. Per diem employees must work a minimum of two (2) weekend shifts a month in departments with a weekend work requirement. The weekend commitment may, in the Employer's discretion, be a split weekend (i.e., two Saturdays, two Sundays or a Saturday and Sunday) or a full weekend. A per diem employee in departments without business functions on the weekends will work a minimum of two (2) shifts per month.
- b. Per Diem employees must work two (2) rotating holidays each year (one in summer [Memorial Day, Independence Day, or Labor Day] and one winter [Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, or New Year's Day]) in order to maintain their per diem status. The holiday assignment will be done according to Article 18, Paid Time Off and Holiday Scheduling.

- c. Per diem employees shall be deemed terminated if they are not available to work for a period of sixty (60) days.

Section 3. Per diem employees will make their availability known to their supervisors no later than when routine time requests are due. If a per diem associate is requesting to work around school schedules, the school schedule must be provided at the beginning of each semester. Per diem requests will be considered after the requests of full-time and part-time employees.

Section 4 The Employer will make every effort to post assignments and work schedules for per diem employees at least two (2) weeks in advance of the time the employee is scheduled to work. The Employer shall not be obligated to schedule per diem employees and may cancel a scheduled day per Article 7, Downstaffing.

Section 5. Per diem employees will have seniority as defined in Article 6, Seniority.

Section 6. Per diem employees will be required to attend mandatory in-service programs in accordance with Employer policy. Per diem employees will be paid their base rate of pay (excluding differentials) for all hours spent in attendance at mandatory in-service programs outside of their scheduled work hours. Per diem employees shall be paid their regular rate of pay for attending mandatory in-service programs during their regular scheduled work hours. Such regular rate shall include any applicable shift differential if the in-service attended by the employee is within the employee's scheduled evening or night shifts. Mandatory in-services are in-services for which attendance is required by the Employer and which are either: (1) provided on the Employer's premises or (2) taken off premises at the Employer's direction at a designated and authorized educational institution. Not included in this definition are in-services or programs which are not mandated by the Employer but which are required by federal or state regulations or a licensing authority for the purpose of maintaining a license or certification. When the Employer provides a mandatory in-service, the Employer will not pay an employee to attend an outside seminar, course or program on the same subject.

Section 7. Per diem employees will not be entitled to wage adjustment or benefits except as follows:

- a. wage increases as specified in CT Article 55, Service Salaries;
- b. shift differential as specified in CT Article 55, Service Salaries and Article 16 Shift Differential;
- c. overtime as per CT Article 43, Overtime
- d. Workers' Compensation
- e. New York State Disability;
- f. Retirement Plan benefits, if any, as per the terms of the St. Joseph Hospital Retirement Plan;
- g. holiday differential for all hours worked on designated holiday(s);
- h. participation in the Employer's Group Medical Insurance Plan at their own expense, unless subsidized coverage is required by the Patient Protection and Affordable Care Act.
- i. any other legally required benefits.

**Article 5**  
**Temporary Employees**

Section 1. A temporary employee is an employee designated as such, hired for a specified job of limited duration not exceeding six (6) months.

Section 2. Nothing herein, shall preclude the Employer from hiring temporary employees. However, before hiring additional temporary employees, the Employer shall first offer such temporary positions to employees on lay-off and secondly to employees who are on the per diem list. However, such laid off or per diem employees must commit to work the schedule of the temporary position. No benefits shall accrue or be paid for temporary work.

Section 3. Temporary employees are not entitled to any of the benefits outlined in this contract and are not “employees” covered by the contract.

Section 4. If a temporary employee is selected to fill a permanent position, the employee’s original date of hire will be maintained, but the employee’s probationary period will begin on the date they begin work in the regular position. Temporary employees who actually work six (6) months or more on a temporary basis and thereafter become permanent employees shall not be subject to the probationary period outlined herein.

Section 5. If the Employer decides to permanently fill a position that has been filled by a temporary employee, the position shall be posted and filled through the normal process as outlined in Article 9, Vacancies, Job Bidding and Transfers.

**Article 6**  
**Seniority**

Section 1. Definitions:

- a. All non-probationary, non-temporary, full-time, regular part-time and per diem employees employed by the Employer, shall have as their date of hire their most recent date of hire with the Employer.
- b. Seniority shall be defined as the length of time an employee has worked continuously in any bargaining unit position specified in Article 3, Recognition.
- c. Catholic Health System (CHS) seniority shall be defined as the length of an employee's most recent continuous and uninterrupted employment in a Catholic Health System facility beginning with the employees most recent date of hire.

Section 2. Accrual:

- a. An employee's seniority shall commence after the completion of their probationary period in any service bargaining unit capacity in the Hospital and shall be retroactive to the most recent date of hire in such position.
- b. Seniority shall accrue during a continuous authorized leave of absence provided that the employee returns to work immediately following the expiration of such leave of absence; and during a period of continuous layoff, as outlined in Section 3 (e), if the employee is recalled and returns to employment.

Section 3. Seniority shall be lost and an employee shall be terminated when they:

- a. resigns;

- b. is discharged for cause;
- c. retires, with or without qualifying for benefits under the Employer's retirement plan or Social Security;
- d. is absent without notice for two (2) consecutive scheduled work days;
- e. is laid off for a period of more than seventy-eight (78) consecutive weeks or the length of continuous service, whichever is less;
- f. fails to return to work on a recall from layoff, within five (5) business days after the Employer has sent notice. If the employee is required to give two (2) weeks' notice to other employment, such employee shall have fourteen (14) calendar days to return to work;
- g. is absent due to illness or injury exceeding the allotted time duration per Article 20, Disability and Workers' Compensation; and
- h. fails to return from an approved leave of absence when the approved leave time expires

Section 4. Application

- a. Seniority shall apply in vacation selection, layoffs, recalls, promotions and transfers, and the computation and determination of eligibility for all wages and benefits where length of service is a factor pursuant to this Agreement
- b. If an employee transfers into the bargaining unit from another CHS facility, their CHS seniority date will be utilized to determine eligibility for all wages and benefits where length of service is a factor pursuant to this agreement.
- c. If a bargaining unit employee voluntarily transfers into a position at the St. Joseph Campus site, the employee's CHS seniority date will be utilized to determine eligibility for all wages and benefits.
- d. When two (2) or more CWA members have the same seniority date, the last four (4) digits of the employee's social security number shall be used to determine seniority. The most senior being the employee possessing the lowest four (4) digits in the social security number.

Section 5. An employee with at least twelve (12) months of seniority who terminates his or her employment for reasons other than those constituting just cause and is rehired within one (1) year from the date of termination of service shall, after completing twelve (12) months of service, receive his or her original seniority date(s), adjusted for the period of separation.

Section 6. Any employee hired into the bargaining unit from within the Catholic Health System, shall carryover their Catholic Health System date of hire only for the benefit programs and wage assignments, at whichever wage is higher.

**Article 7  
Downstaffing**

Section 1. From time to time, it may become necessary to temporarily reduce the number of employees in a particular unit or department, the reduction outlined below will be completed as follows:

- Step 1. Any scheduled agency personnel will be canceled first.
- Step 2. Any scheduled overtime (time paid at time and one-half) will be canceled.



- Step 3. Volunteers will be sought from employees on the affected unit, by seniority on a rotational basis.
- Step 4. Per diem employees time in excess of commitment days will be canceled next.
- Step 5. Reduce the scheduled hours of regular part-time employees which are in excess of their budgeted hours.
- Step 6. Per diem commitment days will be cancelled.

Reductions made under Section 1 above shall not be counted towards the calculations made in Section 2 of this article.

Section 2. If the Steps 1 through 6 above do not result in the necessary reduction the Employer may then impose (mandate) a temporary reduction in the normal work hours of regular full-time and regular part-time employees by inverse order of seniority. No individual full-time or regular part-time employee will be downsized more than:

Full-time (7.5 hour shifts)	5 days or 37.5 hours per calendar year
Full-time (12 hour shifts)	3 days or 34.5 hours per calendar year
Full-time (10 hour shifts)	4 days or 38.0 hours per calendar year
Part-Time (12 hour shifts)	2 days or 23.0 hours per calendar year
Part-time (10 hour shifts)	3 days or 28.5 hours per calendar year
Part-time (10 hour shifts)	2 days or 19.0 hours per calendar year
Part-time 4	4 days or 30.0 hours per calendar year
Part-time 3	3 days or 22.5 hours per calendar year
Part-time 2	2 days or 15.0 hours per calendar year

In the event an employee does not fit into the above scenarios, the mandatory downstaffing will be equivalent to their weekly average FTE.

Section 3. A “temporary reduction” occurs when a regular full-time or regular part-time employee's normal work hours are temporarily reduced in any pay period due to lack of work.

"Normal work hours" for the purposes of this article shall be the number of hours reflected in the individual's category of employment. An occurrence of "floating" shall not be deemed a "temporary reduction."

Section 4. An employee on temporary reduction shall be permitted to take accrued PTO to which they are entitled. However, an employee on temporary reduction time may request to be recalled to the reduced shift or to work any shift within the week of the reduction; based on seniority. If the need arises, the employee will be given the opportunity to do so.

Section 5. If on a given day, the Employer must impose a temporary reduction day and the least senior employee on the affected unit and shift has reached their maximum, the Employer will impose the day off on the next least senior employee scheduled to work the affected unit and shift.

Section 6. In the event of a temporary reduction, the Employer shall provide ninety (90) minutes notice to the affected employees. Voicemail and/or text message is considered notice. The employee is responsible to update contact information as necessary.

Section 7. A regular employee who is affected by a temporary reduction will be given the opportunity to work in the same job title and job code in an area where a per diem or agency employee is scheduled to work, provided that the regular employee is qualified to do the work.

Section 8. Temporary reductions are designed to address short-term rather than long-term down staffing needs on a particular unit and shift. Thus, Section 1 of this Article shall not be imposed in excess of thirty (30) continuous calendar days on a particular unit and shift. If the temporary reduction days exceed the thirty (30) day maximum set forth above, the Employer will declare a permanent layoff and provide the Union with appropriate notice.

## **Article 8 Layoff and Recall**

Section 1. In the event it is necessary to lay off employees covered by this Agreement or to eliminate a filled position covered by this Agreement, the Employer shall provide the Union with fourteen (14) calendar days' notice in writing. The layoff or elimination will be done as follows:

- a. by subjecting to layoff the least senior employee or employees in the unit, job classification, category of employment and shift as provided for in Section 10. below;
- b. all agency contracts will be cancelled before any regular employees are subject to layoff;
- c. all probationary employees in the job title, in which a layoff is to occur will be terminated prior to any regular employee in that job title, unit, shift, and category of employment, being subject to layoff;
- d. an employee subject to layoff will have the option of filling a vacancy in the bargaining unit provided that they have the entry level qualifications for hiring into the position;
- e. an employee subject to layoff will have the option of taking the layoff if they are otherwise required to assume a position on a different shift or one providing fewer hours or less pay;
- f. vacancies filled by employees subject to layoff need not be posted under the Vacancies, Job Bidding and Transfers Article of the Agreement; and,
- g. when it is necessary to permanently change the number of employees on a shift within a unit, such a change will be made first by requesting volunteers to transfer to a shift within a unit where additional staffing is needed. If an insufficient number of employees volunteer, the least senior employee on the shift and unit to be reduced will be transferred to a shift and/or unit where additional staffing is needed. If the transfer involves a different shift or reduction in pay, the affected employee may opt for a layoff.

Section 2. When an employee with seniority is subject to layoff or has their position eliminated under Section 1. above, the following procedure shall be implemented for the purpose of placing such affected employee in a position in the bargaining unit:

- a. If reductions are required within the affected job classification, unit, shift and category of employment, non-probationary employees shall be laid off in the inverse order of seniority.
- b. Employees shall have the option of being placed in an available vacancy within the bargaining unit subject to the following conditions and terms:
  1. the vacant position is in the same pay grade and shift;
  2. the employee must have the entry level qualifications for hiring into the position;

3. the employee with the greatest bargaining unit seniority opting for the vacant position shall be placed in the position where qualifications and ability are relatively equal;
  4. if an insufficient number of employees in the affected job classification, unit, shift and category of employment do not opt for available vacancies, such employees shall be placed in available vacancies in the inverse order of seniority as long as such vacancies are in the same job classification, shift and category of employment.
- c. Non-probationary employees subject to layoff shall have a one-time bumping right which must be exercised simultaneously with the layoff under the following conditions. If an employee chooses to bump rather than take layoff, they shall lose all recall rights to their previous position:
1. the employee must have greater seniority than the person being bumped;
  2. the employee must have the entry level qualifications for hiring into the position;
  3. the employee being bumped must always be the least senior employee in the job classification, unit, shift and category of employment (i.e., an employee cannot bump into the middle of the seniority list even if they have greater seniority than the person they intend to bump);
  4. the employee may bump into a higher category of employment or into the same or lower category (i.e., PT-3 to PT-2). If an employee chooses to bump into a higher category of employment, they are not eligible to bid for twelve (12) months;
  5. the employee may not bump into a higher pay grade, but may bump into a lower pay grade in order to maintain their category of employment;
  6. the employee must be willing to work the hours and schedule of the position into which they bump;
  7. the employee must be willing to accept the pay for the position into which they bump;
  8. no employee may bump a non-probationary employee in a particular job classification, shift and category of employment wherein there is an available vacancy; such an employee must accept an assignment into that vacancy (rather than bump) as long as the Employer determines that they are able to do the work. The employee must meet the minimum skill, education and experience for hiring into the position;
  9. an employee may change shift in order to assume a position in the same or preferred category of employment.
- d. Non-probationary employees subject to layoff who have bumping rights shall exercise their bumping rights in the following order:
- Step 1. The least senior employee in their job title, unit, category and shift; if not available go to:
  - Step 2. Offered to bump the least senior employee in their job title and unit, regardless of category and shift. (“Offered” means the employee will be given the option, but will not be forced,) if Employee does not wish to exercise this option, go to step 3.

- Step 3. The least senior employee in their job title, category, and shift regardless of unit; if not available go to:
- Step 4. The least senior employee in their job title; if not available:
- Step 5. Different job title within the same pay grade, same category of employment and shift; if not available go to:
- Step 6. Different job titles within the next lower pay grade, same category of employment and shift if not available repeat Step 6 until placed or laid off:
- Step 7. When the least senior employee above is bumped, they shall be placed as if they were subject to layoff.

- e. Non-probationary employees within the affected titles who are subject to layoff shall have preference over per diem or temporary employees for any available per diem or temporary work which they are able to perform. In the event an employee subject to layoff is performing per diem or temporary work they shall accrue only those benefits to which a per diem or temporary would be entitled.

Section 3. Recall

- a. Whenever a vacancy occurs in any bargaining unit position, laid off employees shall be recalled to such positions in the reverse order of layoff as long as the individual is able to meet the minimum qualifications for hiring into the position.
- b. Recall from layoff shall be by certified mail to the employees last known address on file with the Employer/ Hospital. and will give the employee ten (10) business days to report for work after such notification. If the employee is required to give two (2) weeks' notice to other employment, such employee shall have fourteen (14) calendar days to return to work;
- c. Probationary employees who have been laid off have no recall privileges.
- d. Employees shall be recalled to positions in their prior category of employment. An employee shall not be permitted to upgrade their category of employment at the expense of an employee on the recall list who has a higher category of employment. A part-time employee shall only be recalled to a higher category of employment if they are willing to work the required schedule of such position.

Section 4. Employees on layoff shall be permitted to continue participation in the Employer's group health and life insurance programs, provided the employees pay the full premium for said programs. Time spent on layoff shall not constitute a "break in service" under the terms of the retirement plan.

Section 5. In the event it becomes necessary to permanently eliminate a vacant position, the Union shall be provided notice that the position is eliminated.

Section 6. All regular full-time and part-time employees working on the date of ratification will be entitled to a severance benefit at the time of lay-off or operational restructuring under the conditions outlined below:

- a. employees who have satisfactorily completed their probationary period, but have less than one (1) year of service will receive two (2) weeks' severance pay;
- b. employees with one (1) year to nine (9) years of service will receive four (4) weeks' severance pay;

- c. employees with ten (10) years to nineteen (19) years of service will receive five (5) weeks of severance pay; and
- d. employees with twenty (20) years of service or more will receive six (6) weeks of severance pay.

Section 7. The severance compensation will consist of a bridge payment, paid on a biweekly basis. Severance will be paid according to the respective associate's normal payroll schedule (equal to the current rate). In the event the employee is recalled to work or becomes employed within the Catholic Health System, severance pay shall be reduced by hours actually worked.

Section 8. Should an affected employee apply for unemployment compensation, disability benefits or workers compensation benefits, the severance payment will be reduced by the amount of the unemployment, disability or workers' compensation payments.

Section 9. Severance benefits for part-time employees will be based on the budgeted hours for which the employee was normally compensated prior to layoff.

## **Article 9 Vacancies, Job Bidding, and Transfers**

Section 1. When the Employer seeks to permanently fill a bargaining unit vacancy, it shall post a notice to this effect prominently on Employee Space, the Catholic Health website ([www.chsbuffalo.org](http://www.chsbuffalo.org)).

Section 2. A vacancy is defined as an opening in a bargaining unit position which the Employer has decided to fill on a permanent basis. The Employer retains the discretion to not fill an open position. If the Employer decides to fill a position on a temporary basis it will be addressed at the next Workload and Staffing meeting. If that position is expected to last more than thirty (30) days, the position will be posted per Section 1, above and will be described as a temporary position on the posting.

Section 3. All job postings shall include the position, unit, shift, current starting and ending time, pay grade, employment classification, and the qualifications for hiring into that position.

Section 4. Job postings shall remain posted for a period of seven (7) calendar days.

Section 5. An interested employee will apply for a posted position by completing the electronic application located on the career section of Employee Space. An application must be made during the period of the posting.

Section 6. Selection of the successful candidate shall be completed by the appropriate manager within fifteen (15) calendar days of the end of the posting. The Employer shall advise all unsuccessful candidates in writing within seven (7) days following the successful candidate's acceptance.

Section 7. When qualifications and the ability to do the work are relatively equal, seniority will be the determining factor. The Employer retains the discretion to determine qualifications and ability to do the work. However, such discretion shall not be exercised in an arbitrary or capricious manner. Qualifications shall be required skills, education and ability to perform the position at an entry level. Qualifications for the position shall be defined in the job description.

Section 8. In the case of a transfer or promotion, the change shall take place on the first day of a pay period within thirty-seven (37) calendar days from the date the position is assigned.

Section 9. An employee filling a position has up to twenty-five (25) working days within which to adapt to the new position, if within twenty-five (25) working days the employee has not adapted to the position, the employee will be permitted to return to their previous position.

Section 10. An employee found to be unsatisfactory in a new position will be counseled regarding performance and a documented plan of correction will be implemented with the employee. Without regard to the employee's option discussed above, the Employer has up to sixty (60) working days to return an employee if they do not meet satisfactory performance requirements.

Section 11. In either case instances referred to in Sections 9 and 10 above, if more than twenty-five (25) days have elapsed and the employee's original position is not available, the employee will be offered a vacant position of equal rank and pay. If no such vacancy exists, the employee will be considered laid off and will have recall rights as per Article 8, Layoff and Recall. If the employee's original position is eliminated within the first twenty-five (25) days in their new position, the employee shall be placed according to Article 8, Layoff and Recall.

Section 12. An Employee with an active written warning in their personnel record who has had no farther corrective action within six (6) months of receipt of the written warning will be considered to be an eligible bidder on a new position, or when applying for tuition assistance. An employee with an active final written warning or suspension in their personnel record, who has had no farther corrective action within twelve (12) months of receipt of the final written warning or suspension, will be considered to be an eligible bidder on a new position, or when applying for tuition assistance. This paragraph shall not apply to unit/department shift changes to unit/department status changes.

Section 13.

- A. When a successful internal bidder is placed into a position, they may not bid on a posted vacant position for a minimum of twelve (12) months unless:
  - 1. The position provides for a change to a higher skilled position (as determined by the Hospital); or
  - 2. The job is a change (increase or decrease) in category, budgeted hours, wage grade, or a change in shift.

Once an employee takes advantage of these exceptions, they may not bid on any posted position for the next nine (9) months.

- B. When an employee is placed into a position through the external hire process, they will be prohibited from bidding on another job for twelve (12) months unless:
  - 1. The position results in a higher skilled position (as determined by the Hospital); or
  - 2. The job is a change (increase or decrease) in category, budgeted hours, and/or shift.

Section 14. Employees on leave may bid on a vacant position provided the employee is able to return to work within thirty (30) days of the posting date of the position. In such cases, it is the employee's responsibility to provide the necessary return to work documentation.

Section 15. When a transfer occurs, the Employer will complete a change of status form and the form will be placed in the employee's personnel record.

## **Article 10 Hours of Work**

Section 1. The work week for all employees covered by this Agreement will begin at 12:01 am on Sunday and end the following Saturday at 12:00 midnight.

Section 2. Except for those on special or extended shifts, the normal work day will be seven and one-half (7½) consecutive hours exclusive of an unpaid, half hour (1/2) meal period and the normal work week will be thirty-seven and one-half (37.5) hours.

Section 3. Upon thirty (30) days' written notice to the Union and the affected employees, the Employer may change the starting or ending time of any shift on any unit. Prior to implementing the change, the Employer will meet promptly with the Union to give the Union an opportunity to present ideas, information and suggestions relative to the proposed change. Such discussions shall not delay the implementation of the proposed change.

Section 4. The Employer shall post unit assignments and final work schedules at least two (2) weeks in advance of the time the employee is expected to work. Work schedules will be posted electronically, where available. The Schedule will be dated by the manager on the date it is posted. Except in emergency circumstances, final work schedules may not be changed without the knowledge and agreement of the responsible supervisor and the affected employees. Employees who wish to alter their scheduled time must obtain a replacement, complete a schedule change form/request in Kronos and also obtain approval from the responsible supervisor.

Section 5. Routine time requests shall be submitted at least two (2) weeks before the final schedule is posted per department procedures. Employees may be required to submit time requests utilizing the electronic scheduling system. The approval or disapproval of these shall be indicated on the approved schedule. Time requests may be granted consistent with patient care and staffing needs, and will not be unreasonably denied.

Section 6. If it is necessary to rotate employees to the evening or night shift, it will be done as outlined in MOU # 1, Shift Rotation, and Article 11, Extended Shifts.

Section 7. Employees who have a weekend obligation shall be granted a minimum of every other weekend off, unless the employee has volunteered to work additional weekends. Employees may be scheduled less frequently when staffing permits. When an employee fails to report to work on any weekend day(s), they must work a make-up weekend day(s) on another weekend in which they would not be otherwise scheduled to work. The make-up shifts will be scheduled out of the nursing office and will be scheduled within a maximum of sixty (60) days.

Section 8. The schedule will be prepared by the manager, who will first schedule all full-time and part-time employees for their budgeted hours, and in consideration of any routine time requests submitted in compliance with section 5. above. Once all full-time and part-time employees have been scheduled, the manager will seek to fill any holes in the schedule by using per diems, as set forth in Article 4, Per Diem Employees articles. Once this has been completed, if there are remaining holes in the schedule, the manager will post a needs list containing the remaining available extra shifts.

Section 9. All extra available shifts will be made available per department procedures including the electronic scheduling system where available and will remain available for seven calendar (7) days, prior to the posting of the final schedule. During this time, all categories of employees shall be entitled to sign up for extra shifts.



After the seven (7) day period ends, individuals who signed up for extra shifts shall be granted the shifts in the following order:

- a. Part-time, weekend and full-time employees for whom the extra hours will not incur overtime will be considered first.
- b. Per diem employees for whom extra hours will not incur overtime or exceed the maximum of eight (8) shifts per month, inclusive of their two (2) commitment days, will be considered next.
- c. If vacant shifts remain, full-time employees will be considered next (in seniority order) and will not be denied.

Extra time will be distributed evenly on a rotating basis, beginning with the most senior qualified employee, in accordance with the steps above. If extra shifts become available after the schedule is posted and the need to fill the shift is not urgent, the manager will make every effort to distribute the shifts equitably among the staff in the department or unit.

Section 10. Each employee will be given a paid fifteen (15) minute rest period during each work shift.

Section 11. Employees who work six (6) hours or more shall have an unpaid thirty (30) minute break for mealtime near the midpoint of their shift. Employees cannot refuse to take their mealtime. Employees will be paid for missed lunch breaks.

Section 12. All employees are required to use the time and attendance system at the beginning and end of their scheduled shift and any time they leave the premises. The employee will use this system to enter all benefit time.

Section 13. Employees will be required to attend mandatory in-service programs in accordance with Employer policy. Full-time, part-time, and per diem employees will be reimbursed for attendance at all mandatory in-service programs whether or not the program is scheduled during their scheduled working hours. Mandatory in-services are in-services for which attendance is required by the Employer and which are either: (1) provided on the Employer's premises or (2) taken off premises at the Employer's direction at a designated and authorized educational institution. Not included in this definition are in-services or programs which are not mandated by the Employer but which are required by federal or state regulations or a licensing authority for the purpose of maintaining a license, certification, or competency to practice nursing or a specialized area of nursing. When the Employer provides a mandatory in-service on its premises, the Employer will not pay an employee to attend an off-premises seminar, course or program on the same subject.

## **Article 11 Extended Shifts**

Section 1. Upon thirty (30) calendar days' notice to the Union and the affected employees, the Employer may establish new shifts or modify the duration of existing shifts and alter the starting and ending times of any shift in order to meet scheduling and patient care needs. Employees and the Union will be given an opportunity to present ideas, information and suggestions pertinent to the announced change prior to implementation of the proposed change. Such discussions shall not delay the implementation of the proposed change.

Section 2. Extended shifts shall be defined as those shifts that are more than the regularly scheduled eight (8) hour shift, inclusive of the thirty (30) minute unpaid meal period.

- Section 3. Ten (10) hour shifts will be defined as:
- a. a full-time employee will be defined as one who is regularly scheduled to work three (3) nine and one-half (9 ½) hour shifts and a nine (9) hour shift in a given work week or three (3) ten (10) hour shifts and one (1) seven and one-half (7½) hour shift per week;
  - b. a part-time employee will be defined as one who is regularly scheduled to work three (3) nine and one-half (9½) hour shifts per week, or two (2) nine and one-half (9 ½) hour shifts per week.
  - c. such shift shall be exclusive of a one-half (½) hour unpaid lunch period and inclusive of one (1) paid fifteen (15) minute break.

Section 4. Twelve (12) hour shifts will be defined as those shifts that are twelve (12) hours inclusive of a one-half (½) hour unpaid lunch break and two (2) paid fifteen (15) minute breaks. For purposes of benefits:

- a. a full-time employee will be defined as one regularly scheduled to work three (3) twelve (12) hour shifts for a total of thirty-four and one-half (34½) hours per week;
- b. a part-time four (4) employee will be defined as one working two (2) twelve (12) hour shifts and one (1) seven and one-half (7½) hour shift for a total of thirty and one-half (30½) hours per week;
- c. a part-time three (3) employee will be defined as one working two (2) twelve (12) hour shifts for a total of twenty-three (23) hours per week;

Twelve (12) hour shift employees will not be scheduled to work more than two (2) consecutive twelve (12) hour shifts unless the employee agrees. To make up for reduced hours, employees may work extra hours and will be assigned according to staffing needs and at the discretion of the manager. Whenever possible employees may take PTO time in increments to total no more than thirty-seven and one-half (37 ½) hours in a week. Requested PTO will be taken in increments consistent with their normally scheduled shift.

Section 5. Extended shift employees may have to work every other weekend, the Employer will attempt to schedule such employees less frequently where staffing permits. Extra weekend days off will be scheduled according to shift and on a rotation basis.

Section 6. Extended shift employees, who have rotation requirements shall rotate according to MOU#1, Shift Rotation.

Section 7. Paid time off will be accrued and scheduled according to Article 18, Paid Time Off.

Section 8. Shift differential shall be paid according to Article 16, Shift Differential.

Section 9. Overtime shall be paid according to Article 43, Overtime.

Section 10. Extended shift vacancies will be posted according to Article 9, Vacancies, Job Bidding and Transfers.

Section 11. Extended shift employees are entitled to all other provisions provided for in this Agreement.

**Article 12**  
**Floating**

- Section 1. Employees within the Department of Nursing will float as outlined below.
- a. Nurse Assistants may float to any nursing unit.
  - b. Unit Clerks may float to any unit except the Emergency Department.
  - c. An employee will not be required to float more than once during their scheduled shift.
  - d. Employees who are assigned to float as a resource (e.g., not required to accept a specific assignment/designated patient assignment, but is assigned to assist other employees in providing patient care) may be required to return to their home department after their assigned task(s) have been completed.
  - e. The Employer will make every attempt to provide adequate coverage for the home unit prior to assigning an employee to float.
  - f. Employees shall be assigned to float on a rotating basis if there are no volunteers
  - g. An employee shall not be required to accept an assignment that would require that employee to perform work they have not been oriented/trained to or approved to perform.
- Section 2. It is understood that if floating is required, it will be done as follows
- a. an employee who has picked up time on an overstaffed unit, when there is a need for a float on their home unit, shall float to his or her home unit first;
  - b. any float pool employee, assigned to the unit that shift, shall float next;
  - c. any per diem employee assigned to the unit shall float next;
  - d. a list of regular employees assigned to a unit shall be developed in inverse order of seniority;
  - e. the least senior employee working on the unit will float first, with subsequent floating being assigned until all employees in that job classification have been floated; and
  - f. if an employee volunteers to float, it shall be credited to that employee, and they shall not be required to float when the duty rotates to them.

**Article 13**  
**Health and Safety**

Section 1. It is a basic objective of both parties to this Agreement that safe working conditions shall be maintained. Toward that end, the Employer will observe all applicable health and safety rules and regulations. The Employer also will provide and maintain safe working conditions.

Section 2. The Employer agrees to make available necessary safety equipment, promote safe working conditions, and make other reasonable provisions for the safety and health of employees.

Section 3. The Employer will annually provide health and safety training.

Section 4. The Union and the employees agree that they will cooperate in promoting safety and will comply with all safety rules. An unsafe condition or hazard should be immediately brought to the attention of a supervisor, so that the condition can be investigated and dealt with appropriately. If the unsafe condition or hazard is not addressed, it shall be brought to the attention of the Health and Safety Committee.

Section 5. There will be up to three (3) Union designated representatives from the bargaining units selected by the Union, representative of the cross-functional nature of job titles and departments, to be on the Employer's Health & Safety Committee. The Employer will notify the Area Vice President and the Union committee representatives of the meeting schedule. The Employer will make reasonable efforts to schedule the meetings so the designated committee members can attend. Employees will be compensated for participating in the meetings if not already scheduled. Agenda items shall be sent by both parties one (1) week in advance, except that agenda items that are not known in advance may be brought to the meeting without notice.

Section 6. The Safe Patient Handling (SPH) committee will become a part of the Health and Safety committee and will have standing agenda items. Any current outstanding safe patient handling issues will be addressed in this manner.

#### **Article 14 Parking**

The Employer will provide free parking to all employees covered by this Agreement in employee designated areas, which are in the rear of the building.

#### **Article 15 Cafeteria Discounts**

Employees will be entitled to no less than 20% discount of the posted price of discount eligible items.

#### **Article 16 Shift Differential**

Section 1. Shift differential shall be paid to all evening and night shift employees or to employees who replace evening or night shift employees for all hours worked on the evening and night shift.

- a. An Evening shift differential will be paid for all hours worked between 3:00 pm and 11:00 pm.
- b. A Night shift differential will be paid for all hours worked between 11:00 pm and 7:00 am.

Section 2. Shift differential shall be applied to all scheduled Paid Time Off (PTO) paid to employees who only work the evening and night shift. Shift differentials will be reported with wages for Disability Insurance purposes.

Section 3. An employee who works the night shift, and who is authorized to work into the day shift, will get shift differential for all hours worked.

Section 4. There shall be no pyramiding of shift differential.

Section 5. Shift differentials shall be paid according to the rates set forth in Article 55, Service Salaries.

#### **Article 17 Employee Access to Union Representation**

Section 1. Where an investigative interview of an employee by an Employer/Hospital representative could lead to discipline for such employee, the employee will be so informed prior to the meeting and is entitled to and shall be offered Union representation during such interview.

Section 2. At any meeting between an employee and any representative(s) of the Employer/Hospital at which discipline is to be administered, the employee will be so informed prior to the meeting and is entitled to and shall be offered Union representation.

Section 3. An employee may voluntarily decline Union representation in matters involving time and attendance violations as documented on a signed Waiver of Union Representation form.

Section 4. It is understood that when Union representation is needed, the Employer shall first attempt to utilize a steward from the employee's bargaining unit that is currently working in the Hospital. If there is not union representation from the employee's bargaining unit available, any union representative regardless of bargaining unit may be used. In matters of nursing practice issues only, an RN steward must be utilized. If there are not any union representatives in the Hospital, the Employer will contact the Local Union as soon as they are aware that an investigation or discipline needs to be scheduled.

Section 5. During termination communications, the Area Vice-President or designee must be present. Meetings shall not be delayed by the unavailability of the Area Vice- President or their designee.

**Article 18  
Paid Time Off (PTO) and Holiday Scheduling**

Section 1. All full-time employees are eligible for PTO according to the following schedule:

Length of Service	Accrual Rate	Maximum per pay	Maximum Accrual (Hours/Days)	Maximum Balance in employee bank (Hours/Days)
Date of hire to less than 3 years (0-35 months)	0.087	6.50	165.0 Hours (22 Days)	217.50 Hours (29 Days)
3 years to less than 4 years (36-47 months)	0.089	6.70	172.5 Hours (23 Days)	225 Hours (30 Days)
4 years to less than 9 years (48-107 months)	0.108	8.10	210.0 Hours (28 Days)	262.50 Hours (35 Days)
9 years to less than 15 years (108-179 months)	0.128	9.60	247.5 Hours (33 Days)	300 Hours (40 Days)
15 years to less than 24 years (180-287 months)	0.147	11.00	285.0 Hours (38 Days)	337.50 Hours (45 Days)
24 years and following (288 + months)	0.167	12.50	322.5 Hours (43 Days)	337.50 Hours (45 Days)

Section 2. All regular part-time employees are eligible for PTO according to the following schedule:

Length of Service	Accrual Rate	Maximum per pay	Maximum Accrual (Hours/Days)	Maximum Balance in employee bank (Hours/Days)
Date of hire to completion of 9 years	.069	5.18	135.00	187.50
9 years to less than 24 years (108-287 months)	.108	8.10	210.00	262.50
24 years and following (288+ months)	.154	11.55	270.00	288.00

Section 3. Eligible employees accrue PTO from their most recent date of hire but cannot begin using their accumulated time until after completion of their first three (3) months of employment. Prior to completion of three (3) months of service an employee may take time off without pay if approved by the appropriate supervisor. During their probationary period, newly hired employees shall only be permitted to use PTO for the reasons set forth in the New York State Paid Sick Leave law.

Section 4. An employee changing from an ineligible to an eligible status (e.g., per diem to full time) will begin accruing Paid Time Off the first full pay period from the date of the change providing they have satisfied their probationary period.

Section 5. If an employee changes from full-time to part-time benefit eligible status, there will be no change in benefit date. In addition, the part-time employee will be able to carry over up to fifty percent (50%) of the PTO maximum accrual based on their new part-time benefit accrual category. The remaining portion will be paid out to the employee.

Section 6. PTO is accrued for every hour an eligible full-time or regular part time employee is paid, including hours worked as per Article, 2 Section 6, 7, and 8, Union Representation, but excluding the following (1) CT Article 13, Section 7 Union Representation time, (2) unscheduled paid time off, and (3) all leaves of absence time including New York State Disability and Workers' Compensation. All accruals are subject to the annual and total maximum caps.

Section 7. Paid Time Off Scheduling:

- a. An employee's manager or designated supervisor must approve all PTO.
- b. PTO should be scheduled in advance of the time block with routine time requests as noted in Article 26, Hours of Work and Work Schedules except for instances of illness or other unforeseeable emergencies when it will be considered.
- c. At the time of the PTO use, there must be a balance supporting the associates request in the bank from the previous pay period. The associate cannot request or use PTO above their budgeted hours for any reason.
- d. Unscheduled absences must be reported to the appropriate designee no later than two (2) hours before the start of a shift for the day shift. Evening and night shift employees must make every reasonable effort to call four (4) hours before the start of a shift, but no less than two (2) hours before the start of a shift following department procedures.
- e. When the department must remain open for the eight (8) major holidays employees working seven and one-half (7 1/2) hour shifts shall be required to work no more than one (1) holiday in each of the following groups of holidays:

Memorial Day	or	Independence Day
Labor Day	or	Thanksgiving Day
Christmas Day	or	New Year's Day
Christmas Eve	or	New Year's Eve

Employees shall not be required to work Easter Sunday more than one (1) time every other year. Holiday commitments that occur during approved scheduled vacations shall be met.

- f. Selection of the Holiday:
  1. A preference list shall be posted prior to the scheduling of each holiday group to select the holiday off.

2. Assignments to work a holiday in each group will be determined by the employee's preference and previous year's holiday assignment.
  3. If scheduling permits an employee to have an extra holiday off on any of the holidays listed above in section e.), the holiday in question will first be offered to the most senior employee on that unit and thereafter that holiday will be offered on a rotational basis.
- g. The holidays and/or shifts referenced below shall be considered the holiday, and shall be paid at the rate of time and one half (1½) the employee's base rate for all hours worked:
1. Christmas Eve from 3:00 pm on 12/24 through 11:59 pm
  2. Christmas Day from 12:00 am through 11:59 pm;
  3. New Year's Eve from 3:00 pm on 12/31 through 11:59 pm
  4. New Year's Day from 12:00 am through 11:59 pm;
  5. Easter Day from 12:00 am through 11:59 pm;
  6. Memorial Day from 12:00 am through 11:59 pm;
  7. Independence Day from 12:00 am through 11:59 pm;
  8. Labor Day from 12:00 am through 11:59 pm; and
  9. Thanksgiving Day from 12:00 am through 11:59 pm
- h. Switching of shifts or partial shifts between employees may occur after the schedule is posted with the manager's approval. Written requests must have the signature of the affected employees. The initially scheduled holiday shall be considered the holiday commitment.
- i. If a department or work unit is closed or has limited staffing due to reduced services on a holiday listed in Section 8 e.), an employee must take a PTO day to keep them whole to budgeted hours if the schedule does not provide an opportunity to be scheduled another day within the week. Part time employees who are not scheduled to work on any of the above recognized holidays will be scheduled another shift if the time is available or have the option to take PTO or time off without pay.

Section 9. Requests for Vacation PTO shall be submitted two (2) times a year on Form HR15 as outlined below:

- a. by November 1 of the preceding year for the period of time from January 2 through April 30.
- b. by March 1 for the period of time from May 1 through the end of the year.
- c. PTO slips will be made available to employees no later than thirty (30) days prior to the deadline for PTO submission.
- d. Approval or denial of such requests shall be indicated by no later than thirty (30) days after the deadline for each submission period. In case of conflict, seniority will be the determining factor.
- e. Each employee who has available PTO time in their bank and who submits a request shall be able to schedule a maximum of thirty-seven and one-half (37.5) hours of PTO days for full time during the period of June 1, up through September 15. In case of conflict, seniority will be the determining factor. The manager or designee may make exceptions to these limits, by seniority, when staffing permits.



- f. Should an employee desire to change an approved PTO and the schedule has not already been posted the employee may request the PTO request to be withdrawn. The employee must submit the change at least thirty (30) days prior to the first day of the scheduled PTO time. The employees' request shall be accommodated, if possible, provided such request does not interfere with department operations or previously approved request of other associates regardless of seniority.
- g. Approved PTO may not be changed when personnel transfer without the consent of the employee, i.e.: in instance of layoff, unit closings or transfers because of an administrative decision. In each of the above instances, approved PTO requests will be honored.  
  
When a transfer to another department or change in status occurs, at the employee's request, approved vacation requests must be re-submitted. However, every attempt will be made to accommodate the employee's previously approved vacation schedule.
- h. If a disability occurs during scheduled PTO and last for one (1) week or more, that portion of the PTO shall be rescheduled upon submission of valid medical certification to the Employer.
- i. If a disability occurs prior to scheduled PTO and is expected to last into the PTO period, the PTO shall be rescheduled.

Section 9. Employees will be able to view their PTO balance by accessing their Employee Space portal.

Section 10. An eligible employee may voluntarily donate a portion of their own PTO benefit hours to another benefited employee who is away from work on approved leave for disability, family medical leave, or personal leave of absence for hardship reasons. The employee will be eligible to give hours from their own accrued balance of PTO. Donated hours shall be subtracted from the donors PTO accrual bank with no adjustment for their dollar value. Donated hours shall be paid to the recipient at the recipients' rate of pay. The recipient of the donated PTO has to be on the same payroll as the donor.

Section 11. Unscheduled absences are subject to the provisions of Article 35, Attendance and Tardiness.

Section 12. When an employee calls off for an unscheduled PTO day on a weekend or Holiday (as listed in Section 8e) the employee will be required to fulfill their weekend or Holiday obligation as follows:

- a. A weekend absence will require the employee to work another weekend shift within the next two schedules that have not been posted as final.
- b. A Holiday absence will require the employee to work another Holiday as determined by the department. This may result in working both days within a Holiday Grouping as listed in Section 8e.

In no event shall a posted as final schedule be changed in order for an employee to make up their weekend or holiday.

Section 13. PTO cannot be used for less than one (1) hour.

Section 14. Paid Time Off (PTO) at time of termination will be processed as follows.

- a. Any PTO paid at termination will be paid at the employee's base rate.

- b. Employees who fail to complete the probation period, for any reason, will receive no payout of any accrued PTO at time of termination.
- c. Employees who successfully complete the probationary period, and are terminated by the Employer, will not receive a payout for any accrued unused PTO at time of termination.
- d. PTO for employees who successfully complete the probationary period, and resign from their position will be processed as follows:
  - i. If the employee fails to provide a minimum of two (2) weeks written notice or who takes unscheduled time off without providing medical documentation or lacking extraordinary circumstances during the notification of resignation period, there will be no payout of any accrued PTO.
  - ii. If the employee provides a minimum of two (2) weeks written notice and works their normal schedule during the notice period or is away from work on approved PTO, then the employee will receive a payout of all accrued PTO on the pay date following the employee's last day of employment.
- e. Upon the death of an employee with a PTO balance, accrued PTO will be paid to the employee's estate.

Section 15. All full time and part-time employees are eligible to participate in the PTO buyback program at a rate of one hundred percent (100%) if the employee's current rate of pay. Eligible employees may elect in December of each year, a cash payout of their PTO to be paid out in the following November, to a maximum of seventy-five (75) hours in a payroll year. Employees shall only be able to receive a cash payout on PTO accrued in the calendar year in which it is paid out. Employees electing a cash payout of PTO will be required to complete a PTO buyback election form.

### **Article 19 Call-In Pay**

Employees who are not receiving on-call pay and are called into work for a work assignment outside of their regular schedule work hours shall receive four (4) hours of pay or a minimum of four (4) hours work. Being called into work for the purpose of this Article does not include being held over or starting early.

### **Article 20 Voluntary Flexible Spending Account**

Section 1. The Employer will make available to full-time and regular part-time employees, a voluntary flexible spending account (FSA) at the time of hire and during the open enrollment periods. Through the Flexible Spending Account (FSA) associates may elect an annual pre-tax contribution for use during the plan year.

Section 2. An employee's elected FSA contribution will be deducted from wages each pay period and banked until the need for reimbursement of expenses occurs, subject to applicable IRS reimbursement guidelines.

Section 3. All rules for participating in the plan will be outlined in the Benefit Enrollment information provided at hire and during the annual open enrollment period.

Section 4. To provide additional flexibility and convenience to employees enrolled in the health care flexible spending account, the Employer will provide a debit card. Issuance of the card will be reviewed

and provided at the Employer's discretion on an annual basis. The Employer will notify the Union if the issuance of a debit card will be cancelled.

**Article 21**  
**Dress Code**

Section 1. The parties agree that the Dress Code for St. Joseph Campus will apply to employees in the bargaining units. The parties agree that the Employer has the right to modify the Dress Code upon notice to the Union.

Section 2. Registered nurses will be required to wear navy blue scrubs. The exceptions to this will be:

- a. Holiday scrubs will be allowed to be worn for one (1) week preceding and one (1) week following a holiday.

Section 3. In the event the Employer/Hospital wants to introduce and/or change uniforms in any other unit/department, representatives from management, the union, and employees from the affected unit(s)/department(s) will meet to review options.

Section 4. Implementation of any change recommendations agreed upon from the above committees will take effect one (1) year from the date of ratification.

**Article 22**  
**Complete Agreement**

This Agreement may not be amended, modified, waived, or otherwise revised except by written agreement by both parties.

**Memorandum of Understanding 1**  
**Shift Rotation**

Section 1. The parties agree there is an existing practice of shift rotation in certain departments. Involuntary shift rotation, shall occur only after all other reasonable alternatives have been exhausted.

Section 2. If shift rotation becomes necessary, shift rotation will be assigned as follows:

- a. request volunteers, for which it would not result in overtime;
- b. assign the shift to the least senior employees, on a rotating basis, from employees in the same department or unit.

**Memorandum of Understanding 2**  
**Short Shifts**

Section 1. The following departments may post positions where shifts may be less than eight (8) hours in duration.

- a. Dietary & Nutrition Services Pharmacy

Section 2. Each employee will be given a paid fifteen (15) minute rest period during each shift.

**SISTERS OF CHARITY HOSPITAL – ST JOSEPH CAMPUS  
TECHNICAL**

## **Article 1 Recognition**

Section 1. The Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment, for all its employees in the collective bargaining unit certified by the National Labor Relations Board in Case 3-RC-278781.

Inclusions: This Agreement covers all full-time, part-time, and per diem technical employees employed by the Employer at its St. Joseph Campus, including all Computed Tomography Technologists Imaging Services, Lead Computed Tomography Technologists, Radiologic Technologists, Lead Registered Vascular Ultrasound Technologists, Registered Vascular Ultrasound Technologists, Lead Respiratory Therapists, Respiratory Therapists Sleep, and Special Procedure Technologists.

Exclusions: Office clerical employees, guards, professional employees and supervisors as defined in the Act, employees already represented by a Labor organization, and Respiratory Therapists employed on the payroll of Sisters of Charity Hospital located at 2157 Main Street, Buffalo, New York.

Section 2. The Employer shall provide to the Union on a quarterly basis, an alphabetical list of all bargaining unit members including, but not limited to: name, address, social security number, employee identification number, department number, date of hire, job code, current rate of pay, shift, telephone number, cell phone number (if available), email address (if available) and a list of any name and address changes.

Section 3. The Employer shall provide to the Union on a monthly basis, a list of new hires, terminations/resignations, disability cases, compensation cases, leave of absence, status changes and address changes.

## **Article 2 Union Representation**

Section 1. No employee shall engage in any Union activity, including the distribution of literature, which could interfere with the performance of work during their working time or in working areas of the Employer at any time. When it is necessary for a Steward to enter a working area of the Employer for the purpose of investigating a grievance or a working condition which may be the subject of a grievance, a Union Steward may conduct such Union business in the working area of the Employer. The Union Steward will notify the manager/supervisor and will not interfere with the performance of work or patient care.

Section 2. The Union may elect an Area Vice- President and bargaining unit employees to act as a Steward for the purpose of handling grievances and administering this Agreement. In addition, the Union shall make every effort to appoint two (2) evening and two (2) night shift stewards to represent employees on their respective shifts. The Union shall furnish the Employer/Hospital with a list of designated Union Stewards on an annual basis and will provide written notice to the Employer/Hospital of any changes in Stewards as they occur.

Section 3. If a steward is not available to process a grievance, represent an employee in a disciplinary interview or otherwise administer this contract, the Area Vice-President or another steward may identify themselves to the supervisor as the person who will be acting on behalf of the steward for the period of their absence. In the event an employee Union representative is not available to represent an employee in a grievance or disciplinary interview, a non-employee Union representative may represent such employee.

Section 4. Stewards shall restrict their activities to the investigation or processing of grievances and the administration of the contract and shall be provided a reasonable amount of time during their regularly scheduled work hours without loss of pay for this purpose. Before attending a grievance on work time or in a work area, the steward must obtain authorization from their immediate supervisor.

Additionally, if it is necessary for the steward to enter another work area to handle a grievance, the steward must obtain authorization from the designated management representative for that area. Authorization shall not be unreasonably denied. Grievances shall be investigated and processed in a prompt and orderly fashion and in no event shall such activity interfere with the delivery of patient care.

Section 5. The Employer will not be responsible for paying stewards or employees who participate in grievance meetings which are scheduled during their off-duty hours except if requested by the Employer. Grievance meetings will not be scheduled for other than work time except by mutual agreement.

Section 6. Within ninety (90) days of the expiration of this Agreement and upon receipt of a bargaining demand, up to two (2) employees who are elected or appointed to the bargaining committee, for the purpose of negotiating a successor agreement, will be excused from work without pay for contract negotiations and union bargaining caucus.

Section 7. The Employer shall provide unpaid excused absence time for Union business to the Union's Area Vice-President not to exceed three (3) days per week, unless approved by the manager. Employees using such excused absence time shall accrue seniority and all Employer paid benefits including pension accrual. For purposes of pension accrual, the Employer will credit the employee with earnings equal to the actual earnings reported on the W-2 from the Employer plus an amount equal to the employee's hourly rate multiplied by the number of excused absence hours, used by the Area Vice-President in a calendar year. The actual day of absence each week will be pre-approved by the manager. The Employer shall also provide unpaid excused absence time to the Area Vice-President to attend Union leadership seminars, training sessions, conventions, district meetings and conferences. Such requests shall not be unreasonably denied. Written requests for such leave shall be made to the Employer at least two (2) weeks before the schedule is posted. Such absences shall not interfere with patient care-needs or the operation of the Employer and will be limited to fifteen (15) days per calendar year without loss of benefits.

Section 8. The Employer may grant requests for unpaid absence time to the Chief Stewards, Stewards and Convention Delegates to attend Union leadership seminars, training sessions, conventions, district meetings and conferences. Such requests shall not unreasonably be denied. Written requests for such leave shall be made to the Employer at least two (2) weeks before the schedule is posted. Such absences shall not interfere with patient care needs or the operation of Employer and will be collectively limited to twenty-five (25) days per calendar year for each bargaining unit, without loss of benefits. In addition, new stewards shall be allowed up to two (2) unpaid days without loss of benefits for steward training. These days shall not be included in the twenty-five (25) day cap.

Section 9. The Employer will provide Union representatives thirty (30) minutes of time to meet with new employees covered by the Agreement during the initial week of employment at a time and location that is mutually agreed to. The Employer will provide the Union with a list of new hires prior to the orientation class.

Section 10. Any employees that are excused from work for union business under this collective bargaining agreement will not experience any loss in seniority, category of employment, wages, grade/step determinations or any benefits (e.g. retirement) related to Union Business.



### **Article 3 Categories of Employees**

Section 1. A full-time employee shall be defined as an employee who is regularly scheduled and budgeted to work at least thirty-four and one-half (34½) to thirty-seven and one-half (37½) hours per week exclusive of meal time.

Section 2. A part-time employee shall be defined as an employee who is regularly scheduled and budgeted to work less than thirty-four and one-half (34½) but not less than fifteen (15) hours per week.

Section 3. A per diem employee shall be defined as provided in Article 17 of this Agreement, which is entitled “Per Diem Employees”.

Section 4. A temporary employee shall be defined as provided in Article 4 of this Agreement, which is entitled “Temporary Employees”.

### **Article 4 Temporary Employees**

Section 1. A temporary employee is an employee designated as such, hired for a specified job of limited duration not exceeding six (6) months.

Section 2. Nothing herein, shall preclude the Employer from hiring temporary employees. However, before hiring additional temporary employees, the Employer shall first offer such temporary positions to employees on lay-off and secondly to employees who are on the per diem list. However, such laid off or per diem employees must commit to work the schedule of the temporary position. No benefits shall accrue or be paid for temporary work.

Section 3. Temporary employees are not entitled to any of the benefits outlined in this contract and are not “employees” covered by the contract.

Section 4. If a temporary employee is selected to fill a permanent position, the employee’s original date of hire will be maintained, but the employee’s probationary period will begin on the date they begin work in the regular position. Temporary employees who actually work six (6) months or more on a temporary basis and thereafter become permanent employees shall not be subject to the probationary period outlined herein.

Section 5. If the Employer decides to permanently fill a position that has been filled by a temporary employee, the position shall be posted and filled through the normal process as outlined in Article 19, Vacancies, Job Bidding and Transfers.

### **Article 5 Seniority**

Section 1. Definitions:

- a. All non-probationary, non-temporary, full-time, part-time and per diem employees employed by the Employer, shall have as their date of hire their most recent date of hire with the Employer.
- b. Seniority shall be defined as the length of time an employee has worked continuously in any bargaining unit position specified in Article 1, Recognition.
- c. Catholic Health System (CHS) seniority shall be defined as the length of an employee's most recent continuous and uninterrupted employment in a Catholic Health System facility beginning with the employee's most recent date of hire.

Section 2 Accrual:

- a. An employee's seniority shall commence after the completion of their probationary period in any service bargaining unit capacity in the Hospital and shall be retroactive to the most recent date of hire in such position.
- b. Seniority shall accrue during a continuous authorized leave of absence provided that the employee returns to work immediately following the expiration of such leave of absence; and during a period of continuous layoff, if the employee is recalled and returns to employment.

Section 3. Seniority shall be lost and an employee shall be terminated when they:

- a. resign;
- b. are discharged for cause;
- c. retires, with or without qualifying for benefits under the Employer's retirement plan or Social Security;
- d. are absent without notice for two (2) consecutive scheduled work days;
- e. are laid off for a period of more than seventy-eight (78) consecutive weeks or the length of continuous service, whichever is less;
- f. fails to return to work on a recall from layoff, as per Article 7, Layoff and Recall; and
- g. is absent due to illness or injury exceeding the allotted time duration per CT Article 20, Disability and Workers' Compensation; and
- h. fails to return from an approved leave of absence when the approved leave time expires.

Section 4. Application

- a. Seniority shall apply in vacation selection, layoffs, recalls, promotions and transfers, and the computation and determination of eligibility for all wages and benefits where length of service is a factor pursuant to this Agreement.
- b. If an employee transfers into the bargaining unit from another CHS facility, their CH seniority date will be utilized to determine eligibility for all wages and benefits where length of service is a factor pursuant to this Agreement.
- c. When two (2) or more CWA members have the same seniority date, the last four (4) digits of the employee's social security number shall be used to determine seniority. The most senior being the employee possessing the lowest four (4) digits in the social security number.

Section 5. An employee with at least twelve (12) months of seniority who terminates their employment for reasons other than those constituting just cause and is rehired within one (1) year from the date of termination of service shall, after completing twelve (12) months of service, receive their original seniority date(s), adjusted for the period of separation.

Section 6. Any employee hired into the bargaining unit from within the Catholic Health System, shall carryover their Catholic Health System date of hire only for the benefit programs and wage assignments, at whichever wage is higher.

**Article 6**  
**Downstaffing/Temporary Reductions**

Section 1. If it becomes necessary to temporarily reduce the number of employees on a particular unit and shift, the reduction will be completed within the specific unit as follows:

Step 1. Overtime. Before temporarily reducing the normal work hours of full-time or part-time employees, the Employer shall first reduce scheduled "overtime" hours to be worked by such employees (or per diem employees) on the affected shift.

Step 2. Volunteers. Before mandating a temporary reduction in the normal work hours of any full-time or part-time employees on the affected unit and shift, the Employer shall next seek volunteers from the affected shift and who are willing to take the time off on a rotational basis. Volunteering for a temporary reduction shall not count towards an employee's mandated maximum.

Step 3. Agency Employees. All agency employees will be downstaffed next.

Step 4. Excess Hours. Before temporarily reducing the normal work hours of full-time or part-time employees, the Employer shall next reduce the scheduled hours of part-time employees which are in excess of their normal work hours on the affected shift.

Step 5. Per diems. Before temporarily reducing the normal work hours of full-time or part-time employees, the Employer shall next reduce the scheduled hours of any per diem employee who is scheduled to work on the affected shift.

Step 6. Regular Hours. The Employer shall finally impose (mandate) a temporary reduction in the normal work hours of full-time and part-time employees on the affected unit and shift by inverse order of seniority of those who have not reached their individual maximum of temporary reduction days per Section 4 below.

Section 2. Temporary reductions are designed to address short-term rather than long-term downstaffing needs on a particular unit and shift. Thus, Steps 4 and 6 of Section 1 of this Article shall not be imposed in excess of thirty (30) continuous calendar days on a particular unit and shift.

If the Step 2 or Step 6 temporary reduction days exceed the thirty (30) day maximum set forth above, the Employer will declare a permanent layoff and provide the Union with the appropriate notice in accordance with Article 7, Layoff and Recall.

Section 3. For the purpose of applying Section 1 of this Article, the following are recognized as existing/specific units:

- a. Radiology (X-Ray)
- b. CT Scan
- c. Ultrasound
- d. Sleep Lab

Section 4. No individual full-time or part-time employee shall be subject to a mandated temporary reduction with respect to their normal work hours in excess of:

Full-time (7.5 hour shifts)

5 days or (37.5 hours) per calendar year

Full-time (12 hour shifts)	3 days or (34.5 hours) per calendar year
Full-time (10 hour shifts)	4 days or (38 hours) per calendar year
Part-time	3 days or (22.5 hours) per calendar year

In the event an employee does not fit into the above scenarios, the mandatory downstaffing hours will be equivalent to their weekly average FTE.

- a. A "temporary reduction" occurs when a full-time or part-time employee's normal work hours are temporarily reduced in any pay period due to lack of work. "Normal work hours" for the purposes of this article shall be the number of hours reflected in the individual's category of employment.
- b. An employee on temporary reduction shall be permitted to take accrued PTO to which they are entitled. However, an employee on temporary reduction time may request to be recalled to the reduced shift or to work any shift within the week of the reduction; based on seniority. If the need arises, the employee will be given the opportunity to do so.
- c. If on a given day the Hospital must impose a temporary reduction day and the least senior employee on the affected unit and shift has reached their maximum, the Hospital will impose the day off on the next least senior employee scheduled to work the affected unit and shift.
- d. In the event of a temporary reduction, the Employer shall provide ninety (90) minutes notice to the affected employees. Voicemail and/or text message is considered notice. The employee is responsible to update contact information as necessary.
- e. A regular employee who is affected by a temporary reduction will be given the opportunity to work in an area where a per diem employee or agency employee is scheduled to work, provided that the regular employee has the ability to do the work.

## **Article 7 Layoff and Recall**

Section 1. In the event it is necessary to lay off employees covered by this Agreement or to eliminate a filled position covered by this Agreement, the Employer shall provide the Union with fourteen (14) calendar days' notice in writing. The layoff or elimination will be done as follows:

- a. by subjecting to layoff the least senior employee or employees in the unit, job classification, category of employment and shift as provided for in Section 2. below;
- b. all agency contracts will be canceled before any regular employees are subject to layoff;
- c. all probationary employees in the job title, in which a layoff is to occur will be terminated prior to any regular employee in that job title, unit, shift, and category of employment, being subject to layoff;
- d. an employee subject to layoff will have the option of filling a vacancy at the time of the layoff according to Section 2 (b) below;
- e. an employee subject to layoff will have the option of taking the layoff if they are otherwise required to assume a position on a different shift or one providing fewer hours or less pay;
- f. vacancies filled by employees subject to layoff need not be posted under the Vacancies, Job Bidding and Transfers Article of the Agreement; and,

- g. when it is necessary to permanently change the number of employees on a shift within a unit, such a change will be made first by requesting volunteers to transfer to a shift within a unit where additional staffing is needed. If an insufficient number of employees volunteer, the least senior employee on the shift and unit to be reduced will be transferred to a shift and/or unit where additional staffing is needed. If the transfer involves a different shift or reduction in pay, the affected employee may opt for a layoff.

Section 2. When an employee with seniority is subject to layoff or has their position eliminated under Section 1. above, the following procedure shall be implemented for the purpose of placing such affected employee in a position in the bargaining unit:

- a. If reductions are required within the affected job classification, unit, shift and category of employment, non-probationary employees shall be laid off in the inverse order of seniority.
- b. Employees shall have the option of being placed in an available vacancy within the bargaining unit subject to the following conditions and terms:
  - (i) the vacant position is in the same job classification and shift, or a different shift, if the same shift is not available;
  - (ii) the employee must meet the minimum requirements of the job description;
  - (iii) the employee with the greatest Hospital seniority opting for the vacant position shall be placed in the position where qualifications and ability are relatively equal;
  - (iv) if an insufficient number of employees in the affected job classification, unit, shift and category of employment do not opt for available vacancies, such employees shall be placed in available vacancies in the inverse order of seniority as long as such vacancies are in the same job classification, shift and category of employment.
- c. Non-probationary employees subject to layoff shall have a one-time bumping right which must be exercised simultaneously with the layoff under the following conditions:
  - (i) the employee must have greater seniority than the person being bumped;
  - (ii) the employee must meet the minimum requirements of the job description;
  - (iii) the employee being bumped must always be the least senior employee in the job classification, shift and category of employment (i.e., an employee cannot bump into the middle of the seniority list even if they have greater seniority than the person they intend to bump);
  - (iv) the employee may bump into another category of employment (i.e. part time to full time);
  - (v) the employee must be willing to work the hours and schedule of the position into which they bump;

- (vi) no employee may bump a non-probationary employee in a particular job classification, shift and category of employment wherein there is an available vacancy; such an employee must accept an assignment into that vacancy (rather than bump) as long as the employee meets the minimum requirements of the job description; and
  - (vii) an employee may drop shift as a requirement in order to assume a position in the same unit or in preferred category of employment.
- d. Non-probationary employees subject to layoff who have bumping rights shall exercise their bumping rights in the following order:
- Step 1. Offered to bump the least senior employee in their job title, category and shift. If an employee opts to drop shift, category and/or job title they may do so at any step. (“Offered” means the employee will be given the option, but will not be forced,) if Employee does not wish to exercise this option, go to next step.
  - Step 2. The employee may bump the least senior employee in their job classification, category of employment provided the employee has more seniority than the least senior employee.
  - Step 3. When the least senior employee above is bumped, they shall be placed as if they were subject to layoff.
- e. Non-probationary employees within the affected classifications who are subject to layoff shall have preference over per diem or temporary employees for any available per diem or temporary work which they are able to perform. In the event an employee subject to layoff is performing per diem or temporary work they shall accrue only those benefits to which a per diem or temporary would be entitled.

Section 3. Recall

- a.) Whenever a vacancy occurs in any bargaining unit position, laid off employees shall be recalled to such positions in the reverse order of layoff as long as the individual is able to perform the work.
- b.) Recall from layoff shall be by certified mail to the employees last known address on file with the Employer/Hospital. It shall be the employee’s responsibility to ensure the Employer/ Hospital has a current address. The employee must report for work in ten (10) calendar days after such notification. In cases where notice to an existing employer is necessary, the employee shall have fourteen (14) calendar days to report to work.
- c.) Probationary employees who have been laid off have no recall privileges.
- d.) Employees shall be recalled to positions in their prior category of employment. An employee shall not be permitted to upgrade their category of employment at the expense of an employee on the recall list who has a higher category of employment. A part-time employee shall only be recalled to a higher category of employment if they are willing to work the required schedule of such position.

Section 4. Employees on layoff shall be permitted to continue participation in the Employer's group health and life insurance programs, provided the employees pay the full premium for said programs. Time spent on layoff shall not constitute a "break in service" under the terms of the retirement plan.

Section 5. For the purpose of applying this Article, the following are the job classifications within the bargaining unit:

- a.) Radiology
- b.) Sleep Lab

Section 6. All full-time and part-time employees will be entitled to a severance benefit at the time of layoff or operational restructuring under the conditions outlined below:

- a. Employees with fifteen (15) to nineteen (19) years of service will receive eight (8) weeks' severance pay;
- b. Employees with twenty (20) years to twenty-four (24) years of service will receive twelve (12) weeks' severance pay;
- c. Employees with twenty-five (25) years to twenty nine (29) years of service will receive sixteen (16) weeks of severance pay; and
- d. Employees with thirty (30) years of service or more will receive twenty (20) weeks of severance pay.

Section 7. The severance compensation will consist of a bridge payment, paid on a biweekly basis. Severance will be paid according to the respective associate's normal payroll schedule (equal to the current rate). In the event the employee is recalled to work or becomes employed within the Catholic Health System, severance pay shall be reduced by hours actually worked.

Section 8. Should an affected employee apply for unemployment compensation, disability benefits or workers' compensation benefits, the severance payment will be reduced by the amount of unemployment, disability or workers' compensation payments.

Section 9. Severance benefits for part-time employees will be based on the budgeted hours for which the employee was normally compensated prior to layoff.

## **Article 8 Hours of Work**

Section 1. The work week for all employees covered by this Agreement will begin at 12:01 am on Sunday and end the following Saturday at 12:00 midnight.

Section 2. Except for those on special or extended shifts, the normal work day will be seven and one-half (7½) consecutive hours exclusive of an unpaid, half hour (1/2) meal period and the normal work week will be thirty-seven and one-half (37.5) hours.

Section 3. Upon thirty (30) days' written notice to the Union and the affected employees, the Employer may change the starting or ending time of any shift on any unit. Prior to implementing the change, the Employer will meet promptly with the Union to give the Union an opportunity to present ideas, information and suggestions relative to the proposed change. Such discussions shall not delay the implementation of the proposed change.



Section 4. The Employer shall post unit assignments and final work schedules at least two (2) weeks in advance of the time the employee is expected to work. Work schedules will be posted electronically, where available. The Schedule will be dated by the manager on the date it is posted. Except in emergency circumstances, final work schedules may not be changed without the knowledge and agreement of the responsible supervisor and the affected employees. Employees who wish to alter their scheduled time must obtain a replacement, complete a schedule change form/request in Kronos and also obtain approval from the responsible supervisor.

Section 5. Routine time requests shall be submitted at least two (2) weeks before the final schedule is posted per department procedures. Employees may be required to submit time requests utilizing the electronic scheduling system. The approval or disapproval of these shall be indicated on the approved schedule. Time requests may be granted consistent with patient care and staffing needs, and will not be unreasonably denied.

Section 6. Employees who have a weekend obligation shall be granted a minimum of every other weekend off, unless the employee has volunteered to work additional weekends. Employees may be scheduled less frequently when staffing permits. When staffing permits and when preferred by the employee, every effort will be made to provide the Friday and/or Monday off surrounding their weekend obligation.

Section 7. The schedule will be prepared by the manager or designee, who will first schedule all full-time and part-time employees for their budgeted hours, and in consideration of any routine time requests submitted in compliance with section 5. above. Once all full-time and part-time employees have been scheduled, the manager will seek to fill any holes in the schedule by using per diems, as set forth in Article 17, Per Diem Employees. Once this has been completed, if there are remaining holes in the schedule, the manager will post a needs list containing the remaining available extra shifts.

Section 8. All extra available shifts will be made available per department procedures including the electronic scheduling system where available and will remain available for seven calendar (7) days, prior to the posting of the final schedule. During this time, all categories of employees shall be entitled to sign up for extra shifts.

- a. After the seven (7) day period ends, individuals who signed up for extra shifts shall be granted the shifts in the following order:
  1. Part-time and full-time employees for whom the extra hours will not incur overtime will be considered first.
  2. Per diem employees for whom extra hours will not incur overtime or exceed the maximum of eight (8) shifts per month, inclusive of their two (2) commitment days, will be considered next.
  3. If vacant shifts remain, full-time employees will be considered next (in seniority order) and will not be denied.

Extra time will be distributed evenly on a rotating basis, beginning with the most senior qualified employee, in accordance with the steps above. If extra shifts become available after the schedule is posted and the need to fill the shift is not urgent, the manager will make every effort to distribute the shifts equitably among the staff in the department or unit.

Section 9. Each employee will be given a paid fifteen (15) minute rest period during each work shift.

Section 10. Employees who work six (6) hours or more shall have an unpaid thirty (30) minute break for mealtime near the midpoint of their shift. Employees cannot refuse to take their mealtime. Employees will be paid for missed lunch breaks.

Section 11. All employees are required to use the time and attendance system at the beginning and end of their scheduled shift and any time they leave the premises. The employee will use this system to enter all benefit time.

Section 12. Employees will be required to attend mandatory in-service programs in accordance with Employer policy. Full-time, part-time, and per diem employees will be reimbursed for attendance at all mandatory in-service programs whether or not the program is scheduled during their scheduled working hours. Mandatory in-services are in-services for which attendance is required by the Employer and which are either: (1) provided on the Employer's premises or (2) taken off premises at the Employer's direction at a designated and authorized educational institution. Not included in this definition are in-services or programs which are not mandated by the Employer but which are required by federal or state regulations or a licensing authority for the purpose of maintaining a license, certification, or competency to practice. When the Employer provides a mandatory in-service on its premises, the Employer will not pay an employee to attend an off premises seminar, course or program on the same subject.

Section 13. It is understood that all employees are expected to take their required meal period. In the event an employee is unable to take an uninterrupted meal period, the employee shall be paid for their meal period as time worked.

## **Article 9 Extended Shifts**

Section 1. Upon thirty (30) calendar days' notice to the Union and the affected employees, the Employer may establish new shifts or modify the duration of existing shifts and alter the starting and ending times of any shift in order to meet scheduling and patient care needs. Employees and the Union will be given an opportunity to present ideas, information and suggestions pertinent to the announced change prior to implementation of the proposed change. Such discussions shall not delay the implementation of the proposed change.

Section 2. Extended shifts shall be defined as those shifts that are more than the regularly scheduled eight (8) hour shift, inclusive of the thirty (30) minute unpaid meal period. Employees working twelve (12) hour shifts or greater shall be entitled to two (2) paid fifteen-minute breaks.

Section 3. Employees working extended shifts must take all paid time off benefits in amounts equal to their regular extended shift.

Section 4. Twelve (12) hour shift employees will not be scheduled to work more than two (2) consecutive twelve (12) hour shifts unless the employee agrees. To make up for reduced hours, employees may work extra hours and will be assigned according to staffing needs and at the discretion of the manager. Whenever possible employees may take PTO time in increments to total no more than thirty-seven and one-half (37.5) hours in a week. Requested PTO will be taken in increments consistent with their normally scheduled shift.

Section 5. Extended shift employees may have to work every other weekend; the Employer will attempt to schedule such employees less frequently where staffing permits. Extra weekend days off will be scheduled according to shift and on a rotation basis.

Section 6. Paid time off will be accrued and scheduled according to Article 23, Paid Time Off.

- Section 7. Shift differential shall be paid according to Article 11, Shift Differential.
- Section 8. Overtime shall be paid according to CT Article 43, Overtime.
- Section 9. Extended shift vacancies will be posted according to Article 19, Vacancies, Job Bidding and Transfers.
- Section 10. Extended shift employees are entitled to all other provisions provided for in this Agreement.

### **Article 15 Health and Safety**

Section 1. It is a basic objective of both parties to this Agreement that safe working conditions shall be maintained. Toward that end, the Employer will observe all applicable health and safety rules and regulations. The Employer also will provide and maintain safe working conditions.

Section 2. The Employer agrees to make available necessary safety equipment, promote safe working conditions, and make other reasonable provisions for the safety and health of employees.

Section 3. The Employer will annually provide health and safety training.

Section 4. The Union and the employees agree that they will cooperate in promoting safety and will comply with all safety rules. An unsafe condition or hazard should be immediately brought to the attention of a supervisor, so that the condition can be investigated and dealt with appropriately. If the unsafe condition or hazard is not addressed, it shall be brought to the attention of the Health and Safety Committee.

Section 5. There will be up to three (3) Union designated representatives from the bargaining units selected by the Union, representative of the cross-functional nature of job titles and departments, to be on the Employer's Health & Safety Committee. The Employer will notify the Area Vice President and the Union committee representatives of the meeting schedule. The Employer will make reasonable efforts to schedule the meetings so the designated committee members can attend. Employees will be compensated for participating in the meetings if not already scheduled. Agenda items shall be sent by both parties one (1) week in advance, except that agenda items that are not known in advance may be brought to the meeting without notice.

Section 6. The Safe Patient Handling (SPH) committee will become a part of the Health and Safety committee and will have standing agenda items. Any current outstanding safe patient handling issues will be addressed in this manner.

### **Article 10 Parking**

The Employer will provide free parking to all employees covered by this Agreement in employee designated areas, which are in the rear of the building.

## **Article 11 Shift Differential**

Section 1. Shift differential shall be paid to all evening and night shift employees or to employees who replace evening or night shift employees for all hours worked on the evening and night shift.

- a. Evening shift differential will be paid for all hours worked between 3:00 pm and 11:00 pm.
- b. Night shift differential will be paid for all hours worked between 11:00 pm and 7:00 am.

Section 2. Shift differential shall be applied to all scheduled Paid Time Off (PTO) paid to employees who only work the evening and night shift. Shift differentials will be reported with wages for Disability Insurance purposes.

Section 3. An employee who works the night shift, and who is authorized to work into the day shift, will get shift differential for all hours worked.

Section 4. There shall be no pyramiding of shift differential.

Section 5. Shift differentials shall be paid according to the rates set forth in CT Article 57, Wages.

## **Article 12 Employee Access to Union Representation**

Section 1. Where an investigative interview of an employee by an Employer/Hospital representative could lead to discipline for such employee, the employee will be so informed prior to the meeting and is entitled to and shall be offered Union representation during such interview.

Section 2. At any meeting between an employee and any representative(s) of the Employer/Hospital at which discipline is to be administered, the employee will be so informed prior to the meeting and is entitled to and shall be offered Union representation.

Section 3. An employee may voluntarily decline Union representation in matters involving time and attendance violations as documented on a signed Waiver of Union Representation form.

Section 4. It is understood that when Union representation is needed, the Employer shall first attempt to utilize a steward from the employee's bargaining unit that is currently working in the Hospital. If there is not union representation from the employee's bargaining unit available, any union representative regardless of bargaining unit may be used. In matters of nursing practice issues only, an RN steward must be utilized. If there are not any union representatives in the Hospital, the Employer will contact the Local Union as soon as they are aware that an investigation or discipline needs to be scheduled.

Section 5. During termination communications, the Area Vice-President or designee must be present. Meetings shall not be delayed by the unavailability of the Area Vice President or their designee.

## **Article 13 Overtime & Work in Progress**

Section 1. Overtime shall be paid to all employees covered by this Agreement.

Section 2. The Employer/Hospital and the Union agree that overtime shall be assigned on a voluntary basis in descending seniority order. As a prerequisite to prevent an unusual event or crisis in the coverage of health services, the following steps should be undertaken by the Employer/Hospital:

- a. appropriate staffing complements shall be established and maintained;
- b. schedules are posted complete and in accordance with appropriate staffing complements;
- c. voluntary overtime lists, call-in lists, per-diem lists, etc., are established and utilized.

Section 3. All scheduled paid time off, inclusive of PTO, bereavement leave, union representative time shall be considered as time worked for the purpose of computing overtime pay.

Section 4. No employee shall be required to work beyond their regularly scheduled hours, but may volunteer to do so. The manager/supervisor shall notify the department once the need for the volunteer is recognized. The exception will occur when there is a work in progress in all Radiology departments. Work in progress is defined for the purposes of this Article as an employee being engaged in a procedure at the scheduled end of the employee's shift. The time frame for work in progress will not exceed thirty (30) minutes. The following process will be followed to staff at the end of the employee's work shift:

- a. Every effort will be made to solicit volunteers from the available staff at work, to stay to complete the care of the patient.
- b. If there are no volunteers, the individual on-call will be contacted and required to report to work or remain at work to perform the assignment.
- c. The scheduled employee may be required to remain at work until the individual on-call reports to work.

If the timeframe is expected to exceed thirty (30) minutes, then the individual on-call will be contacted and required to report to work or remain at work to perform the assignment. If there is no individual on-call, the employee shall receive double time.

#### **Article 14 Call-In Pay**

Employees who are not receiving on-call pay and are called into work for a work assignment outside of their regular scheduled work hours shall receive four (4) hours pay or a minimum of four (4) hours work. Being called into work for the purpose of this Article does not include being held over or starting early.

#### **Article 15 Staff Lounge**

The Employer shall provide a break room for employee breaks and lunch periods.

#### **Article 16 Dress Code**

Section 1. The parties agree that the Dress Code for St. Joseph Campus will apply to employees in the bargaining units. The parties agree that the Employer has the right to modify the Dress Code upon notice to the Union.

Section 2. In the event the Employer/Hospital wants to introduce and/or change uniforms in any other unit/department, representatives from management, the union, and employees from the affected unit(s)/department(s) will meet to review options.

## **Article 17 Per Diem Employees**

Section 1. A per diem employee is one who works on a day-to-day, as needed basis, without a guarantee of set hours per week.

Section 2. Per Diem employees will be required to attend mandatory in-service programs in accordance with Employer/Hospital policy and shall be paid for such time.

Section 3. A per diem employee can bid on full-time, part-time and flexible positions through the job bidding/posting process.

Section 4. A candidate for per diem status must have a minimum of qualification and/or licensure and one (1) year of previous experience in the area they are hired.

Section 5. Scheduling for per diems shall proceed as follows:

- a. Open shifts will be communicated to the per diems prior to the time of the posting of the preliminary schedule. The per diem will communicate their availability for the open shifts with the appropriate manager(s) one (1) week prior to the posting of the preliminary schedule to commit to their required shifts. If needed, a minimum of two (2) shifts per month including a minimum of one (1) weekend shift, must be scheduled and worked in order to maintain per diem status. In-addition, per diem employees may be required to work one holiday. This does not apply to departments that are not open on Holidays.
- b. The manager of each department will develop a consistent method of notifying per diem employees of their schedule. The manager will then use that method to notify the per diem employee no later than at the time the final schedule is posted.

Section 6. Employees who change to per diem status within the same salary grade will continue to be paid in accordance with CT Article 57, Salaries.

Section 7. Per Diem employees are not entitled to paid time off benefits. Employees who transfer to a per diem position shall not lose any paid time off prior to the transfer. The employee shall be paid all accrued, unused paid time off.

Section 8. A per diem employee who fails to meet the minimum monthly requirements or the holiday commitment as specified above, where opportunities have been offered, such employee shall receive a written notice of their failure to meet their commitment. Should a per diem employee again fail to meet their minimum monthly requirement within twelve (12) months of written notice, such per diem employee shall receive a written termination notice. Copies of written notice sent to per diem employees shall be furnished to the Union.

Section 9. Per Diem employees will have seniority as defined in Article #5, Seniority.

Section 10. Per Diem employees may be required to share in the on-call responsibilities for their designated unit/department.

## **Article 18 Cafeteria**

Section 1. Employees will be entitled to no less than 20% discount of the posted price of discount eligible items.

## **Article 19 Vacancies, Job Bidding, and Transfers**

Section 1. When the Employer seeks to permanently fill a bargaining unit vacancy, it shall post a notice to this effect prominently on Employee Space and the Catholic Health website ([www.chsbuffalo.org](http://www.chsbuffalo.org)).

Section 2. A vacancy is defined as an opening in a bargaining unit position which the Employer has decided to fill on a permanent basis. The Employer retains the discretion to not fill an open position. If the Employer decides to not fill or to fill an open position on a temporary basis, it will be addressed at the next workload and staffing committee meeting. If that position is expected to last more than thirty (30) days, the position will be posted per Section 1, above and will be described as a temporary position in the posting.

Section 3. All job postings shall include the position, unit, shift, current starting and ending time, pay grade, employment classification, and the qualifications for hiring into that position.

Section 4. Internal job postings shall remain posted for a period of seven (7) calendar days.

Section 5. An interested employee will apply for a posted position by completing the electronic job application located in Employee Space. An application must be made during the period of the posting.

Section 6. Selection of the successful candidate shall be completed by the appropriate Manager within fifteen (15) calendar days of the end of the posting. The Employer shall advise all unsuccessful candidates in writing within seven (7) days following the successful candidate's acceptance of the position.

Section 7. When qualifications and the ability to do the work are relatively equal, bargaining unit seniority will be the determining factor. The Employer retains the discretion to determine qualifications and ability to do the work. However, such discretion shall not be exercised in an arbitrary or capricious manner. Qualifications shall be required skills, license, certifications (if any), education and abilities to perform the position at an entry level. Ability to do the work shall be the individual's demonstrated level of performance in the job or in a related job. Qualifications for the position shall be defined in the job description.

Section 8. In the case of a transfer or promotion, the change shall take place in the beginning of a pay period, no later than thirty-seven (37) calendar days from the date the position is assigned.

An employee filling a position has up to twenty-five (25) working days or sixty (60) calendar days, whichever occurs first, within which to adapt to the new position, if within this timeframe the employee has not adapted to the position, the employee will be permitted to return to their previous position.

An employee found to be unsatisfactory will be counseled regarding performance and a documented plan of correction will be implemented with the employee. Without regard to the employees' option discussed above, the employer has up to ninety (90) working days to return an employee if they do not meet satisfactory performance requirements.



In either case above, if the employee's original position is not available, the employee will be offered a vacant position of equal rank and pay. If no such vacancy exists, the employee will be considered laid off and will have recall rights as per Article 7, Layoff and Recall.

Section 9. In order to be eligible for transfer, an incumbent employee must:

- a. have a work record that includes satisfactory performance evaluations;
- b. the absence of written warnings in the last twelve (12) months; and
- c. at least one (1) year of service in their present position.

This paragraph shall not apply to unit shift changes or unit status changes.

Section 10. When a successful bidder is placed into a position, they may not bid on a posted vacant position for a minimum of twelve months unless the job is a change (increase or decrease) in category, budgeted hours, wage grade, or a change in shift. Once an employee takes advantage of these exceptions, they may not bid on any posted position for the next nine (9) months.

Section 11. Employees on leave may bid on a vacant position provided the employee is able to return to work within thirty (30) days of the posting date of the position. In such cases, it is the employee's responsibility to provide the necessary return to work documentation.

Section 12. When a transfer occurs, the Employer shall note the unit, shift, category of employment, and date of change in the employee's personnel record.

## **Article 20 Staffing Committee**

Section 1. High quality patient care and achieving optimal staffing within the resources available to the hospital are the mutual goals of the Employer and the Union. The Employer and the Union also recognize that the staff should participate in decisions affecting the delivery of care. The Union and the Employer believe that adequate staffing levels are critically important for safe patient handling, optimal patient outcomes, increased patient and family satisfaction and the long term success of SOCH-St. Joseph Campus.

The purpose of the Staffing Committee is for the Union and the Hospital to work together to reach these goals.

Section 2. One (1) representative from the technical bargaining unit will participate in the current Workload and Staffing Committee. It is understood that if there are specific issues that require additional bargaining unit employees in a department not represented to attend, the Employer will allow them to attend.

Section 3. The Employer will be responsible to notify the Union committee representatives of the meeting schedule. The employee who participates in the committee will be compensated for attendance at the committee meetings.

Section 4. The suggested agenda items shall be provided to the employer in advance to allow the employer preparation time for the issues to be discussed at the meetings. If the Union advises the Employer there are issues in a specific department, the manager shall attend the meeting.

**Article 21**  
**On-Call Procedure Ultrasound**

Section 1. All employees upon completion of probation and with the approval of their manager are required to take on-call. On-call shall be evenly distributed between qualified technologists on an assigned day basis. The call schedule is posted on a monthly basis. On-call hours are defined as:

Ultrasound Weekday	8:00 p.m. – 7:00 a.m.
Ultrasound Weekend	Sat. 3:00 p.m. – Sun. 7:00 a.m.; and Sun 3:00 p.m. – 11p.m.

Section 2. On-call shall be assigned monthly on a rotating basis and may be changed with the mutual agreement of the technologist and Manager/designee. If there are no volunteers, the Manager/designee will assign on-call on a rotating inverse seniority basis until the entire list of eligible technologists has been rotated through.

Section 3. Weekend on-call shall be assigned with the monthly schedule.

Section 4. Each January, all technologists shall be assigned holiday shifts/on-call on a rotating basis. If a technologist wishes to volunteer to take additional holiday shifts/on call, they may switch with co-workers with manager/designee approval. No technologist shall be expected or assigned to take call for the same holiday two (2) years in a row. Holiday shift/on-call is for twenty-four (24) hours.

Section 5. In the event that the scheduled on-call person is unable to meet their obligation, the on-call person shall seek volunteers. If there are no volunteers, the Manager or designee may assign the on-call on a rotational inverse seniority basis, using technologists already working that day.

Section 6. In the event the scheduled on-call person calls off on unscheduled PTO, the call hours will be awarded to the most senior volunteer. If there are no volunteers, it will be assigned to the least senior technologist scheduled that day.

Section 7. No technologist shall be expected to take on-call if they are on vacation.

Section 8. If a technologist is on New York State Disability, Workers' Compensation, bereavement leave, or leave of absence, they shall not be expected to make up their missed call.

Section 9. The on-call schedule shall be posted at the same time as the monthly schedule.

**Article 22**  
**On-Call Pay**

Section 1. An employee shall be considered on-call and entitled to on-call pay when the employee must be accessible via phone for a specified period of time and must remain within range for the purpose of being available to receive a call to report to work. Access time to the Employer must be within thirty (30) minutes of the call. It is expected that the employee promptly report to work when called. An on-call employee may also provide the Employer with a backup telephone number. The employer shall first

call the primary number given by the employee. If the employee cannot be reached on their primary number, the employer shall call the backup number if provided.

Section 2. An employee required to be on-call will be entitled to one (1) hour of pay at the employee's base rate for every four (4) hours spent on-call. The rate paid will be prorated for hours less than four (4) spent on-call.

Section 3. Pay for time worked when on-call shall be at the employee's base rate or at the rate of time and one-half as appropriate for hours worked over the normal shift as per Article 43, Overtime, plus the appropriate shift differential for all hours worked between 3:00 p.m. and 7:00 a.m.

Section 4. Hours spent on paid on-call shall not be considered as hours worked for the purpose of computing overtime.

Section 5. Only hours actually worked when the employee is called in will be considered for the purpose of calculating overtime.

Section 6. If an employee is scheduled on-call, is called into work, and is on the posted scheduled for the next morning, the manager will review the staffing schedule and the following options will be available:

- a. report for duty up to a maximum of eight (8) hours after they punch out;
- b. report to work at their scheduled time and complete the shift; or
- c. continue working from their on-call shift, into their regular shift for a maximum of four (4) hours.

If staffing does not allow for the options listed, then the supervisor will work to relieve the employee as soon as possible.

Section 7. Employees who are scheduled on-call on the following holidays will be entitled to the on-call pay outlined in Section 2. above, plus an additional seventeen dollars (\$17.00) for every eight (8) hours spent on-call. The rate paid will be prorated for hours less than eight (8) spent on-call:

- a. New Year's Day;
- b. Easter Sunday;
- c. Memorial Day;
- d. Independence Day;
- e. Labor Day;
- f. Thanksgiving Day;
- g. Christmas Eve (3:00 p.m. – 7:00 a.m.);
- h. Christmas Day; and
- i. New Year's Eve (3:00 p.m. – 7:00 a.m.).

Section 8. The Employer shall not change scheduled on-call without the agreement of the employee.

### **Article 23 Paid Time Off (PTO)**

Section 1. All full-time employees are eligible for PTO according to the following schedule:

Length of Service	Accrual Rate	Maximum Accrual (Hours/Days)	Maximum Balance in employee bank (Hours/Days)
Date of hire to less than 3 years (0-35 months)	.087	165.00 (22 days)	217.50 (29 days)
3 years to less than 4 years (36-47 months)	.090	172.50 (23 days)	225.00 (30 days)
4 years to less than 9 years (48-107 months)	.108	210.00 (28 days)	262.50 (35 days)
9 years to less than 15 years (108-179 months)	.128	247.50 (33 days)	300.00 (40 days)
15 years to less than 24 years (180-287 months)	.147	285.00 (38 days)	337.50 (45 days)
24 years and following (288 + months)	.167	322.50 (43 days)	375.00 (50 days)

Section 2. All part-time employees are eligible for PTO according to the following schedule:

Length of Service	Accrual Rate	Maximum Accrual (Hours/Days)	Maximum Balance in employee bank (Hours/Days)
Date of hire to completion of 9 years (0-107 months)	.069	135.00	187.50
9th anniversary and following (108+ months)	.108	210.00	262.50

Section 3. Eligible employees accrue PTO from their date of hire but cannot begin using their accumulated time until after completion of three (3) months of continuous service. Prior to completion of three (3) months of service an employee may take time off without pay. During their probationary period, newly hired employees shall only be permitted to use PTO for the reasons set forth in the New York State Paid Sick Leave law.

Section 4. If an employee changes from full-time to part-time status, there will be no change in benefit date. In addition, the part-time employee is able to carry over up to fifty percent (50%) of the PTO maximum accrual allowed based on their part-time service category. The remaining portion will be paid out to the employee.

Section 5. An employee changing from an ineligible to an eligible status (e.g. per diem to full time) will begin accruing PTO for the first full pay period from the date of the change providing they have satisfied their probationary period.

Section 6. PTO is accrued for every hour a full-time or part-time employee is paid, including hours worked as per Article 2, Union Representation, exclusive of CT 13, Leave of Absence, Section 7 paid hours, up to a maximum of seventy-five (75) hours per payroll period shall be the maximum accrual for each pay period.

Section 7. Paid Time Off Scheduling:

- a. An employee’s manager/designee must approve all PTO.

- b. PTO should be scheduled in advance of the time block with routine time requests as noted in Article 8, Hours of Work and Work Schedules except in extraordinary circumstances when it will be considered.
- c. Unscheduled absences must be reported to the appropriate designee two (2) hours before the start of a shift for the day shift. Evening and night shift employees must make every reasonable effort to call four (4) hours before the start of a shift, but no less than two (2) hours before the start of a shift following department procedures.
- d. The six (6) major holidays are Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. The Employer/Hospital shall continue the existing practices on scheduling holidays. Holiday commitments that occur during approved scheduled vacations shall be met.
- e. If scheduling permits an employee to have an extra holiday off, the holiday in question will first be offered to the most senior employee on that unit and thereafter that holiday will be offered on a rotation basis.
- f. In areas where an employee is expected to be on call, a holiday commitment shall be established for the six (6) major holidays which are:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Labor Day.

- g. The holidays and/or shifts referenced below shall be considered the holiday, and shall be paid at the rate of time and one half (1½) the employee's base rate for all hours worked:
  1. Christmas Eve from 3:00 pm on 12/24 through 7:00 am on 12/25;
  2. Christmas Day from 7:00 am on 12/25 through 7:00 am on 12/26;
  3. New Year's Eve from 3:00 pm on 12/31 through 7:00 am on 1/1;
  4. New Year's Day from 7:00 am on 1/1 through 7:00 am on 1/2;
  5. Easter Sunday from 7:00 am through 7:00 am the Monday after;
  6. Memorial Day from 7:00 am through 7:00 am the next day;
  7. Independence Day from 7:00 am on 7/4 through 7:00 am on 7/5;
  8. Labor Day from 7:00 am through 7:00 am the next day; and
  9. Thanksgiving Day from 7:00 am through 7:00 am the next day.

Employee's whose day shifts begin earlier than 7:00 am will continue to receive holiday premium pay for their entire shift.

- h. Switching of shifts or partial shifts between employees may occur after the schedule is posted with the manager's approval. Written requests must have the signature(s) of affected employees. The initially scheduled holiday shall be considered the holiday commitment.

Section 8. PTO Vacation Requests:

- a. Requests for PTO will be submitted two (2) times per year as follows:
  1. by November 1 of the preceding year for the period of time from January 2 through April 30;
  2. by March 1 for the period of time from May 1 through the end of the year.

- b. Approval or denial of such requests shall be indicated by no later than thirty (30) days after the request is made.
- c. A maximum of seventy-five (75) hours of PTO days for full-time, sixty (60) hours for PT4, forty-five (45) hours for PT3 and thirty (30) hours for PT2 can be scheduled during the period of June 1, up through September 15 and the period from December 15 through New Year's Day. In case of conflict, seniority will be the determining factor. The manager or designee may make exceptions to these limits, by seniority, when staffing permits.
- d. Should an employee desire to change an approved PTO, the employee must submit the change at least thirty (30) days prior to the first day of the scheduled PTO time. The employees' request shall be accommodated if possible.
- e. Approved PTO may not be changed when personnel must transfer without the consent of the employee, in instance of lay off, unit closings or transfers because of an administrative decision or due to a CHS partial or full consolidation. In each of the above instances, approved PTO requests will be honored.
- f. If a disability occurs during scheduled PTO and lasts for one (1) week or more, that portion of the PTO shall be rescheduled upon submission of medical certification to the Employer.
- g. If a disability occurs prior to scheduled PTO and is expected to last into the PTO period, the PTO shall be rescheduled.

Section 9. The employee's paycheck stub should reflect the net balance of PTO as of the beginning of the current pay period.

Section 10. An eligible employee may voluntarily donate a portion of their own PTO benefit hours to another benefited employee who is away from work on approved leave for disability, family medical leave, or personal leave of absence for hardship reasons. The employee will be eligible to give hours from their own accrued balance of PTO. Donated hours shall be subtracted from donors' PTO accrual bank with no adjustment for their dollar value. Donated hours shall be paid to the recipient at recipients' rate of pay.

Section 11. Unscheduled absences are subject to the provisions of Article 35, Attendance and Tardiness.

Section 12. Paid Time Off (PTO) at time of termination will be processed as follows:

- a. Employees who fail to complete the probation period, for any reason, will receive no payout of any accrued PTO at time of termination.
- b. Employees who successfully complete the probationary period, and are terminated by the Employer, will receive a payout for all accrued unused PTO at time of termination.
- c. PTO for employees who successfully complete the probationary period, and resign from their position will be processed as follows;
  - 1. If the employee fails to provide a minimum of two (2) weeks' written notice, there will be no payout of any accrued PTO.
  - 2. If the employee provides a minimum of two (2) weeks' written notice and works their normal schedule during the notice period or is away from work on approved PTO, then the employee will receive a payout of all accrued PTO on the pay date following the employee's last day of employment.

Section 13 Upon the death of an employee with a PTO balance, accrued PTO will be paid to the employee's estate.

Section 14. All full time and part-time employees are eligible to participate in the PTO buyback program at a rate of one hundred percent (100%) of the employee's current rate of pay. Eligible employees may elect in December of each year, a cash payout of their PTO to be paid out in the following November, to a maximum of seventy-five (75) hours in a payroll year. Employees shall only be able to receive a cash payout on PTO accrued in the calendar year in which it is paid out. Employees electing a cash payout of PTO will be required to complete a PTO buyback election form.

#### **Article 24 Complete Agreement**

This Agreement may not be amended, modified, waived, or otherwise revised except by written agreement by both parties.



**Memorandum of Understanding #1  
Paid Time Off Grandfathering**

Section 1. The Employer and the Union agree that prior to the negotiation of this collective bargaining agreement, there existed a number of paid time of accrual schedules that cover grandfathered employees. The parties agree to continue the accrual rate for only employees outlined as follows:

Stanislawa Laskowski, Amy Mancini and Thomas Miga shall be entitled to accrue PTO according to the following schedule:

Description	Comment	Accrual Rate	Bi Weekly Accrual	Max/Yr Hours	Max/Yr Days	Max/Bal Hours	Max/Bal Days
SJC NU FULL TIME ACCEL PRIOR 10/1/01  24-287 MO	2-24 YRS	0.153867	11.54	300	40	322.5	43
SJC NU FULL TIME ACCEL PRIOR 10/1/01  288+ MO	24+ YRS	0.166667	12.5	322.5	43	375	50