

# COVER PAGE

## TABLE OF CONTENTS

<b>COMMON TABLE Kenmore Mercy Hospital • Mercy Hospital of Buffalo • St. Joseph Campus.....</b>	<b>1</b>
<b>Article 1 Agreement.....</b>	<b>2</b>
<b>Article 2 Responsible Union/Employer Relationship .....</b>	<b>2</b>
<b>Article 3 Access to Hospital-Union Representatives .....</b>	<b>2</b>
<b>Article 4 Employee Access to Union Representation.....</b>	<b>3</b>
<b>Article 5 Non-Discrimination.....</b>	<b>4</b>
<b>Article 6 Union Membership .....</b>	<b>4</b>
<b>Article 7 Dues Deduction.....</b>	<b>4</b>
<b>Article 8 Political Action Fund (PAF).....</b>	<b>5</b>
<b>Article 9 Grievance Procedure .....</b>	<b>5</b>
<b>Article 10 Corrective Action .....</b>	<b>8</b>
<b>Article 11 Personnel Records.....</b>	<b>10</b>
<b>Article 12 Probationary Period .....</b>	<b>10</b>
<b>Article 13 Job Description.....</b>	<b>10</b>
<b>Article 14 Categories of Employees.....</b>	<b>11</b>
<b>Article 15 Temporary Employees.....</b>	<b>12</b>
<b>Article 16 Weekend Employees .....</b>	<b>12</b>
<b>Article 17 Filling of Vacant Positions .....</b>	<b>14</b>
<b>Article 18 Seniority .....</b>	<b>17</b>
<b>Article 19 Leave of Absence.....</b>	<b>20</b>
<b>Article 20 Military Leave .....</b>	<b>22</b>
<b>Article 21 Jury Duty .....</b>	<b>24</b>
<b>Article 22 Bereavement Leave.....</b>	<b>26</b>
<b>Article 23 Family Medical Leave Act (FMLA) .....</b>	<b>27</b>
<b>Article 24 New York State Paid Family Leave (NYS PFL).....</b>	<b>31</b>
<b>Article 25 New York State Paid Sick Leave (NYS PSL) .....</b>	<b>32</b>
<b>Article 26 New York State Prenatal Leave.....</b>	<b>33</b>
<b>Article 27 Hospital Discounts.....</b>	<b>34</b>
<b>Article 28 Life Insurance.....</b>	<b>35</b>
<b>Article 29 Long Term Disability Insurance (LTDI) .....</b>	<b>36</b>
<b>Article 30 Disability and Workers' Compensation .....</b>	<b>36</b>
<b>Article 31 Transitional Duty Program.....</b>	<b>38</b>
<b>Article 32 Layoff and Recall .....</b>	<b>39</b>
<b>Article 33 Severance .....</b>	<b>44</b>
<b>Article 34 Bulletin Boards.....</b>	<b>45</b>
<b>Article 35 Bargaining Unit Work .....</b>	<b>46</b>
<b>Article 36 Contracting Out Work .....</b>	<b>46</b>
<b>Article 37 Management Rights.....</b>	<b>47</b>
<b>Article 38 No Strike – No Lockout .....</b>	<b>48</b>
<b>Article 39 Successorship.....</b>	<b>48</b>
<b>Article 40 Savings Clause.....</b>	<b>48</b>
<b>Article 41 Travel.....</b>	<b>48</b>

Article 42 Agency Personnel.....	49
Article 43 Employee Assistance Program (EAP) .....	50
Article 44 Students - Registered Nurse .....	50
Article 45 Students - Technical/ Service / Clerical.....	51
Article 46 Union Printing.....	51
Article 47 Attendance and Tardiness.....	52
Article 48 Subpoenaed Employees .....	57
Article 49 Weather Emergency .....	58
Article 50 Staffing/Clinical Staffing Committee .....	59
Article 51 Technical Employee Staffing.....	72
Article 52 Tuition Assistance .....	78
Article 53 Enhanced Tuition Reimbursement Program .....	80
Article 54 Extended Sick Leave.....	83
Article 55 Retirement Plan .....	86
Article 56 Tax Sheltered Annuity/403(b).....	88
Article 57 Health Coverage.....	89
Article 58 Prescription Coverage.....	96
Article 59 Dental Coverage.....	97
Article 60 Voluntary Flexible Spending Account .....	99
Article 61 Service Salaries .....	99
Article 62 Clerical Salaries .....	105
Article 63 Technical Salaries .....	111
Article 64 Registered Nurse Salaries .....	121
Article 65 Shift Differential.....	124
Article 66 Staffing Incentive Program.....	125
Article 67 Overtime .....	125
Article 68 Registered Nurse/Preceptor.....	126
Article 69 Technical Preceptor/Training Pay.....	128
Article 70 Service and Clerical Preceptor/Training Pay.....	130
Article 71 Scrub Apparel.....	131
Article 72 Uniforms .....	131
Article 73 Staff Lounge .....	132
Article 74 Surveillance Cameras .....	132
Article 75 Workplace Violence and Workplace Security.....	132
Article 76 Duration.....	135
Memorandum of Understanding 1 Agreement .....	136
Memorandum of Understanding 2 Merger/Consolidation Notice.....	138
Memorandum of Understanding 3 Labor Management Initiative.....	139
Memorandum of Understanding 4 Retention and Recruitment Initiative .....	140
Memorandum of Understanding 5 Retirement Plan of the Catholic Health System .....	141
Memorandum of Understanding 6 Seasonal Employees.....	143
Memorandum of Understanding 7 Retired Employees – Return to Work Per Diem.....	144
Memorandum of Understanding 8 Epidemic/Pandemic/Infectious Disease State of Emergency Preparedness .....	144
Memorandum of Understanding 9 Implementation of Workforce Management.....	147

Memorandum of Understanding 10 Just Culture.....	147
Memorandum of Understanding 11 Offer Letters.....	148
Memorandum of Understanding 12 Quarterly Job Review Committee.....	148
Memorandum of Understanding 13 Radiation Protection Equipment.....	148
Memorandum of Understanding 14 Scheduling of Committee Meetings .....	148
Memorandum of Understanding 15 Workplace Violence Prevention .....	149
<b>MERCY HOSPITAL OF BUFFALO REGISTERED NURSES .....</b>	<b>150</b>
Article 1 Recognition .....	151
Article 2 Union Representation .....	151
Article 3 Flexible Employees.....	154
Article 4 Hours of Work.....	155
Article 5 Shift Rotation .....	160
Article 6 Floating, Resourcing and Downstaffing.....	160
Article 7 Workload, Staffing, and Nursing Practice Committee .....	164
Article 8 On-Call Pay .....	166
Article 9 Paid Time Off.....	167
Article 10 CWA Health and Safety Committee .....	172
Article 11 Parking.....	175
Article 12 Cafeteria Discounts.....	176
Article 13 On-Call and Work in Progress .....	176
Article 14 Per Diem Employees .....	189
Article 15 Call-in Pay .....	191
Article 16 Extended Shifts.....	191
Memorandum of Understanding 1 Nursing Education .....	193
<b>MERCY HOSPITAL OF BUFFALO SERVICE, TECHNICAL AND CLERICAL.....</b>	<b>194</b>
Article 1 Recognition .....	195
Article 2 Union Representation .....	195
Article 3 Flexible Employees.....	198
Article 4 Hours of Work.....	198
Article 5 Shift Rotation .....	204
Article 6 Floating, Resourcing and Downstaffing.....	204
Article 7 Workload and Staffing Committee.....	206
Article 8 On-Call Pay .....	208
Article 9 Paid Time Off.....	209
Article 10 CWA Health and Safety Committee .....	214
Article 11 Parking.....	217
Article 12 Cafeteria Discounts.....	218
Article 13 Per Diem Employees .....	218
Article 14 Call-in Pay .....	220
Article 15 Extended Shifts.....	221
Article 16 On-Call and Work in Progress .....	223
Memorandum of Understanding 1 Site Rotation-Imaging Department.....	228
Memorandum of Understanding 2 Categories of Employees .....	229
Memorandum of Understanding 3 Four Hour Shifts.....	229

<b>Memorandum of Understanding 4 Radiology/Mammography/IR Vacation Allocation and Selection Process</b>	<b>229</b>
<b>Memorandum of Understanding 5 Overtime</b>	<b>230</b>
<b>KENMORE MERCY HOSPITAL REGISTERED NURSES</b>	<b>232</b>
<b>Article 1 Recognition</b>	<b>233</b>
<b>Article 2 Union Representation</b>	<b>233</b>
<b>Article 3 Hours of Work</b>	<b>235</b>
<b>Article 4 Weekend Assignment in the ED</b>	<b>239</b>
<b>Article 5 Shift Rotation</b>	<b>240</b>
<b>Article 6 Low Census</b>	<b>240</b>
<b>Article 7 On-Call Procedure Operating Room, Post Anesthesia Care Unit, Interventional Radiology &amp; Dialysis</b>	<b>242</b>
<b>Article 8 Paid Time Off</b>	<b>244</b>
<b>Article 9 Paid Time Off, ED Holiday Rotation, Scheduling</b>	<b>250</b>
<b>Article 10 Health and Safety/Workplace Violence</b>	<b>251</b>
<b>Article 11 Extended Shifts</b>	<b>252</b>
<b>Article 12 Workload and Staffing/Nurse Practice Committee</b>	<b>254</b>
<b>Article 13 Per Diem Employees</b>	<b>255</b>
<b>Article 14 Overtime and Work in Progress</b>	<b>256</b>
<b>Article 15 Floating</b>	<b>257</b>
<b>Article 16 On-Call</b>	<b>258</b>
<b>Article 17 On-Call Procedure GI OR</b>	<b>258</b>
<b>Article 18 Call In Pay</b>	<b>259</b>
<b>Article 19 Cafeteria Discounts</b>	<b>259</b>
<b>Article 20 Charge Nurse</b>	<b>259</b>
<b>Memorandum of Understanding 1 Operating Room - Service Line Leads</b>	<b>260</b>
<b>KENMORE MERCY HOSPITAL TECHNICAL</b>	<b>261</b>
<b>Article 1 Recognition</b>	<b>262</b>
<b>Article 2 Union Representation</b>	<b>262</b>
<b>Article 3 Hours of Work</b>	<b>264</b>
<b>Article 4 Per Diem Employees</b>	<b>268</b>
<b>Article 5 OR and Imaging Low Census</b>	<b>270</b>
<b>Article 6 Respiratory Low Census</b>	<b>272</b>
<b>Article 7 On-Call</b>	<b>273</b>
<b>Article 8 On-Call Procedure Operating Room &amp; Radiology</b>	<b>273</b>
<b>Article 9 Paid Time Off</b>	<b>276</b>
<b>Article 10 Health and Safety/Workplace Violence</b>	<b>281</b>
<b>Article 11 Extended Shifts</b>	<b>282</b>
<b>Article 12 Workload and Staffing Committee</b>	<b>284</b>
<b>Article 13 Imaging and Surgical Technologist Shift Rotation</b>	<b>285</b>
<b>Article 14 Call-In Pay</b>	<b>285</b>
<b>Article 15 Cafeteria Discounts</b>	<b>285</b>
<b>Memorandum of Understanding 1 Bargaining Unit Work</b>	<b>286</b>
<b>Memorandum of Understanding 2 In Charge - Respiratory Therapy</b>	<b>286</b>
<b>Memorandum of Understanding 3 Mammography Lead</b>	<b>287</b>

Memorandum of Understanding 4 Dual CT Technologists .....	287
Memorandum of Understanding 5 Respiratory Work Hours .....	288
Memorandum of Understanding 6 Part-Time Non-Benefitted Positions .....	288
<b>KENMMORE MERCY HOSPITAL SERVICE AND CLERICAL.....</b>	<b>289</b>
Article 1 Recognition .....	290
Article 2 Union Representation.....	290
Article 3 Hours of Work.....	292
Article 4 Per Diem Employees .....	296
Article 5 Floating .....	298
Article 6 Paid Time Off .....	299
Article 7 Health and Safety/Workplace Violence.....	304
Article 8 Low Census.....	305
Article 9 Workload and Staffing Committee.....	306
Article 10 Overtime and Work in Progress .....	307
Article 11 Cafeteria Discounts.....	308
Article 12 Shift Rotation .....	308
<b>SISTERS OF CHARITY HOSPITAL, ST. JOSEPH CAMPUS REGISTERED NURSE .....</b>	<b>310</b>
Article 1 Recognition .....	311
Article 2 Union Representation .....	311
Article 3 Per Diem Employees .....	313
Article 4 Downstaffing/Temporary Reductions .....	315
Article 5 Hours of Work.....	317
Article 6 Extended Shifts.....	320
Article 7 Shift Rotation .....	321
Article 8 Floating/Resourcing.....	322
Article 9 Health and Safety.....	323
Article 10 Parking.....	324
Article 11 Cafeteria Discounts.....	324
Article 12 Paid Time Off (PTO) and Holiday Scheduling.....	324
Article 13 Work in Progress .....	330
Article 14 Staffing Committee .....	330
Article 15 Call-In Pay.....	331
Article 16 Complete Agreement .....	332
Memorandum of Understanding 1 Recognition.....	332
Memorandum of Understanding 2 Variable Start Positions in the Emergency Department .....	332
<b>SISTERS OF CHARITY HOSPITAL, ST. JOSEPH CAMPUS SERVICE .....</b>	<b>333</b>
Article 1 Recognition .....	334
Article 2 Union Representation .....	334
Article 3 Per Diem Employees .....	336
Article 4 Downstaffing.....	338
Article 5 Hours of Work.....	339
Article 6 Extended Shifts.....	342
Article 7 Floating .....	343
Article 8 Health and Safety .....	344

<b>Article 9 Parking.....</b>	<b>345</b>
<b>Article 10 Cafeteria Discounts.....</b>	<b>345</b>
<b>Article 11 Paid Time Off (PTO) and Holiday Scheduling.....</b>	<b>345</b>
<b>Article 12 Call-in Pay .....</b>	<b>350</b>
<b>Article 13 Complete Agreement .....</b>	<b>350</b>
<b>Memorandum of Understanding 1 Recognition.....</b>	<b>350</b>
<b>Memorandum of Understanding 2 Shift Rotation.....</b>	<b>350</b>
<b>Memorandum of Understanding 3 Short Shifts.....</b>	<b>351</b>
<b>SISTERS OF CHARITY HOSPITAL, ST. JOSEPH CAMPUS TECHNICAL.....</b>	<b>352</b>
<b>Article 1 Recognition .....</b>	<b>353</b>
<b>Article 2 Union Representation .....</b>	<b>353</b>
<b>Article 3 Downstaffing/Temporary Reductions .....</b>	<b>355</b>
<b>Article 4 Hours of Work.....</b>	<b>356</b>
<b>Article 5 Extended Shifts.....</b>	<b>359</b>
<b>Article 6 Parking.....</b>	<b>361</b>
<b>Article 7 Overtime &amp; Work in Progress .....</b>	<b>361</b>
<b>Article 8 Health and Safety.....</b>	<b>361</b>
<b>Article 9 Call-in Pay .....</b>	<b>362</b>
<b>Article 10 Per Diem Employees .....</b>	<b>362</b>
<b>Article 11 Cafeteria Discounts.....</b>	<b>364</b>
<b>Article 12 Staffing Committee .....</b>	<b>364</b>
<b>Article 13 On-Call Procedure Ultrasound.....</b>	<b>365</b>
<b>Article 14 On-Call Pay .....</b>	<b>366</b>
<b>Article 15 Paid Time Off (PTO) and Holiday Scheduling.....</b>	<b>367</b>
<b>Article 16 Shift Rotation .....</b>	<b>371</b>
<b>Article 17 Complete Agreement.....</b>	<b>372</b>

**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 76, 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 for Kenmore Mercy Hospital; Mercy Hospital of Buffalo is the Employer for the employees working for Mercy Hospital of Buffalo and the Sisters of Charity Hospital - St. Joseph Campus is the Employer for employees working for Sisters of Charity Hospital - St. Joseph Campus.

Section 2. The provisions of the Agreements, which include contract language common to all eight (8) contracts as well as the language for each of the eight (8) 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 ensure 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 of at least twelve (12) hours 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**

### **Employee Access to Union Representation**

Section 1. This Article applies to all bargaining unit employees covered by these Agreements, inclusive of those in probationary status.

Section 2. Where an investigative interview of an employee by an Employers/Hospitals 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, of the nature of the interview.

Section 3. At any meeting between an employee and any representative(s) of the Employers/Hospitals at which corrective action will be issued to the employee, Union representation will be offered to the employee. The Union Representative shall be informed, prior to the start of the meeting, that corrective action will be issued to the employee.

Section 4. With the exception of the issuance of corrective action at the verbal counseling for Attendance 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 Employers/Hospitals must send corrective actions issued without a Union representative present to the Union.

Section 5. In order to facilitate employee access to Union representation, one (1) week prior to the first of the month, the Union will provide the Employers/Hospitals with a schedule showing the availability of Executive Board Members, Chief Stewards, and Stewards on each day of the month. This will include the days on which they work in the Union office.

Section 6. Union representatives will be contacted and utilized in the following order:

a. The Employers/Hospitals will contact the Local as soon as they are aware that an investigation or correction action meeting needs to be scheduled. This step does not apply to the St. Joseph Campus.

b. If there are no Union representatives available from the Local, the Employers/Hospitals may utilize a steward from the employee's bargaining unit that is currently working in the Hospital.

c. If there are no Union representatives from the employee's bargaining unit available, any Union representative regardless of bargaining unit may be used.

d. In matters of professional practice issues only, a steward from that job title or with prior experience in that job title must be utilized if one is available. If a steward from that job title or with prior experience in that job title is not available, any union representative regardless of bargaining unit may be used.

Section 7. During termination communications, the Area Vice President or an Executive Board Member, or their designee, must be present. However, meetings shall not be delayed by the unavailability of the Area Vice President or Executive Board Member, or their designee.

**Article 5**  
**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 6**  
**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 7**  
**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 8 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 9 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 site Director of Human Resources 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, the site Director of Human Resources or other designated HR representative with authority to resolve the grievance, 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. If FMCS discontinues its service providing lists of arbitrators, the Union will instead request a list of arbitrators from the American Arbitration Association (AAA) using AAA's "List Only" option.

Section 3. Provided an employee has first attempted to resolve a scheduling issue directly with their immediate supervisor and there has been no resolution within seventy-two (72) hours, a grievance related to a scheduling issue shall be initiated in writing and submitted directly at Step 2 within ten (10) calendar days after the posting of the schedule at issue. A Step 2 meeting will be held, and the Employers/Hospitals will provide the written Step 2. answer within five (5) business days of receipt of the written grievance, subject to Sections 10 and 17 below.

Section 4. Grievances related to pay discrepancies shall be initiated in writing and submitted directly at Step 2 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. The parties reserve all rights and arguments concerning the appropriate scope of any arbitration award, notwithstanding any other provision of this Article, subject only to the limitations imposed by Section 7 below.

Section 5. 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 6. 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 7. 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 8. Any time limit imposed on the handling of grievances shall commence on the date of receipt.

Section 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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 15. 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 16. 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 2 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 17. 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 10 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 improving 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 non-probationary 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. Counseling directly solely at work improvement will not be considered as corrective action.

Section 5. 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 6. 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 lapsed between offenses. In cases of serious misconduct, the step may be accelerated in proportion to the seriousness of the offense.

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 or 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 or suspensions from the last issuance of corrective action, future corrective action measures for such infractions shall commence at the beginning of the corrective action process subject to Section 5. 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 will be an eligible bidder on a new position, provided they meet the minimum qualifications for the position, or an eligible applicant for tuition assistance, provided all other eligibility requirements are met for tuition assistance.

Section 10. In the event an employee with active corrective action in their personnel file wishes to be considered for an intradepartmental shift change and/or intradepartmental status change, the Union may request a discussion with management about the bidder to discuss making a bidding exception. However, if the only active corrective action in the employee's personnel file is a written warning or less under CT Article 47 (Attendance and Tardiness), the employee will be considered an eligible bidder for an intradepartmental shift change and/or intradepartmental decrease in category or decrease in budgeted hours, provided they meet the minimum qualifications for the position.

Section 11. If an employee has an active corrective action and they are the only on time internal bidder meeting the minimum qualifications for the job, 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. This discussion will be held before the position is offered to any external candidate.

Section 12. 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 an eligible bidder on a new position, provided they meet the minimum qualifications for the position, or an eligible applicant for tuition assistance, provided all other eligibility requirements are met 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 an eligible bidder on a new position, provided they meet the minimum qualifications for the position, or an eligible applicant for tuition assistance, provided all other eligibility requirements are met for tuition assistance.

Section 13. 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 14. 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 11 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. Such response must be submitted within thirty (30) days of the employee first becoming aware of the document to which they are responding.

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

### **Article 12 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 the grievance and arbitration procedure. However, CT Article 4, Employee Access Union to Representatives, and CT Preceptor/Training Articles 68, 69, and 70 will apply to probationary employees.

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.

### **Article 13 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), provide input, and suggest alternatives during such thirty (30) day period.

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.

Section 8. The Employers/Hospitals agree to post a flier outlining Sections 4 and 5 on all bulletin boards and email the same to all CWA represented employees.

Section 9. The Employers/Hospitals and the Union also agree to meet to discuss which job descriptions are exceptions to Sections 4 and 5.

#### **Article 14 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-eight (38) hours for ten (10) hour shift employees;
- b. a minimum of thirty-four and one-half (34.5) hours per week for twelve (12) hour shift employees;
- c. a minimum of thirty-five and a quarter (35.25) hours per week for twelve and a quarter (12.25) hour shift employees;

- d. a minimum of thirty-six (36) hours per week for twelve and one half (12.5) hour shift employees; and
- e. a minimum of thirty-seven and one-half (37.5) 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-seven and one-half (37.5) hours per week but fifteen or more hours per week. The only exception shall be extended shift employees, where a part-time employee is defined as one who is regularly scheduled to work less than the applicable minimum in Section 1(a)-(e) above but 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, of the Mercy Hospital RN Agreement and Article 3, Flexible Employees, of the Mercy Hospital STC Agreement.

Section 4. A weekend employee is defined as one who works in accordance with the provisions of CT Article 16, Weekend Employees.

Section 5. A per diem employee is defined as one who works on a day-to-day as needed basis in accordance with the provisions of their respective side table Per Diem Employees Articles.

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 CT Article 15, Temporary Employees.

### **Article 15 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 are not entitled to any of the benefits outlined in these contracts and are not “employees” covered by these contracts. 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. 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 CT Article 17, Filling of Vacant Positions.

### **Article 16 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 (Friday/Saturday or Saturday/Sunday) between the hours of Friday 6:00 pm and Monday 7:00 am. Weekend employees will be required to work the same shift duration as the department to which they are assigned.

Section 2. Weekend employees shall be paid in accordance with CT Articles 61, 62, 63, and 64, Salaries.

Section 3. Weekend employees that work during the week shall be paid in accordance with CT Articles 61, 62, 63, and 64, Salaries.

Section 4. Weekend employees shall be paid shift differential in accordance with CT Article 65, Shift Differential and CT Articles 61, 62, 63, and 64, Salaries.

Section 5. Weekend employees will be entitled to two (2) days of bereavement leave benefits pursuant to the requirements of CT Article 22, 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 may request a maximum of ten (10) shifts off per calendar year without pay. Employees hired into a Weekend Employee position after June 30 may request a maximum of five (5) shifts off for the rest of that calendar year without pay. Time off requests will be approved as follows:

- a. Requests for weekends off must be submitted to the manager when routine time requests are due.
- 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, in accordance with the applicable Hours of Work article(s) of these Agreements. If an employee in this category works an extra shift(s) during a work week (Monday through Friday or Sunday through Thursday depending on the weekend shifts worked), 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 CT Article 18, 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 paid at the rate of one and one-half (1.5) times their rate for all hours worked on the holiday as defined in the applicable PTO articles of these Agreements.

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 54, 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 CT Article 32, 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 the applicable floating, resourcing, downstaffing, and/or low census articles of these Agreements.

Section 16. All the provisions of this Agreement shall apply unless otherwise specified in this Article.

#### **Article 17 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 Employers/Hospitals 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, minimum qualifications for the position as included on the job description for that position, and sufficient information to adequately describe the vacancy. Minimum qualifications for the position shall be defined as the minimum education and experience and related job requirements set forth in the applicable job description. The Employers/Hospitals will provide an electronic copy of the postings to the Union. The notice shall remain posted for a period of seven (7) calendar days. An employee, within the seven (7) days posting period, may file an electronic application through the Employers'/Hospitals' electronic applicant tracking system.

Section 3. During the posting period, the Employers/Hospitals 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 close of bidding. The employee selected shall be notified verbally and, if they are still interested in the position, such employee will be sent a written job offer and given two (2)

calendar days from the date of that written job offer 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. A copy of any offer letters will be sent to the Union.

Section 6. Upon request by an unsuccessful candidate, the Employer/Hospital shall advise the unsuccessful candidate in writing of the reason they were not selected for the position.

Section 7. 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.

Positions will not be held for external applicants for more than thirty (30) days, unless the position is being held for a student in their graduating semester and there is at least one (1) other vacancy for that position in the same department at the time the position is placed on hold. These positions may be held open for up to four (4) months. Should the Employers/Hospitals desire to extend this time period in a specific instance, they will confer with the Union to reach mutual agreement. Mutual agreement will not be unreasonably denied.

Should the Employers/Hospitals desire to hold a position for an individual relocating to work for the Employers/Hospitals, they will confer with the Union to reach mutual agreement. Mutual agreement will not be unreasonably denied.

The Employers/Hospitals agree that they will notify the Union of positions that are being held.

Section 8. The vacancy shall be filled from within the bargaining unit by seniority from among qualified bidders. Any successful employee must satisfactorily complete applicable orientation requirements within the time limits provided for in CT Articles 68, 69, or 70.

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 Employers/Hospitals 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 offered the position, hiring preference will be given to the most senior qualified late internal bidder.

Section 9. If the Employers/Hospitals determine that it is necessary to post positions that require experience, the Hospitals will provide notice to the Union. The Union may request a meeting to discuss a mutually agreeable solution. Mutual agreement shall not be unreasonably denied.

Section 10. This Section only applies to intra-hospital bidding. 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 CT Article 32, 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 (30) calendar days for 8 hour shifts and forty-five (45) calendar days for extended shifts, 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 six (6) months, unless the position is a change (increase or decrease) in category and/or budgeted hours, and/or shift, only if it is in their current department.
- d. The successful bidder will sign an offer letter which includes budgeted hours, shift, unit/department, salary review date, requisition number, and hourly wage. A copy will be sent to the Union.

Section 11. Unlicensed personnel may not be accepted for posted vacant positions requiring licenses. However, permit eligible employees may bid and be accepted in the absence of licensed personnel bidding.

Section 12.

- 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 change in category (i.e., part-time to full-time or full-time to part-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 13. 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 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 Employers/Hospitals 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(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 Employers/Hospitals 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 18 Seniority**

### **Section 1. Definitions.**

- a. Hospital Seniority shall mean the length of unbroken service of an employee covered by these Agreements beginning with their most recent date of hire in an Employer/Hospital in any job title, whether or not it is or was in a bargaining unit. Hospital Seniority will be referenced in matters related to job bidding, scheduling, PTO/vacation selection, layoff, recall, 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 of these Agreements. Temporary employees shall not have seniority unless they transfer into another category of employment.
- b. KMT Bargaining Unit Seniority shall be defined as the length of time an employee has worked continuously in the Kenmore Mercy Hospital - Technical bargaining unit. Such KMT Bargaining Unit Seniority will be referenced only in matters related to job bidding,

scheduling, PTO/vacation selection, layoff, recall, temporary reductions-in-force, and shift rotation in the Kenmore Mercy Hospital - Technical bargaining unit.

- c. SJCRN Bargaining Unit Seniority shall be defined as the length of time an employee has worked continuously as an RN in the Sisters of Charity Hospital - St. Joseph Campus RN bargaining unit. Such SJCRN Bargaining Unit Seniority will be referenced only in matters related to job bidding in the St. Joseph Campus RN bargaining unit.
- d. Catholic Health System (CHS) seniority shall be defined as the length of an employee's most recent continuous and uninterrupted, per Section 5 below, employment in a Catholic Health System facility, beginning with the employees most recent date of hire.

**Section 2. Accrual.**

- a. An employee's Hospital 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 eligible employee's bargaining unit seniority under Sections l(b) or l(c) above shall commence after the completion of their probationary period in the applicable bargaining unit and shall be retroactive to the most recent date of hire in such bargaining unit.
- c. All 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 Upon Returning to a Bargaining Unit.**

- a. An employee who was employed by the Employers/Hospitals for an uninterrupted period of at least twelve (12) months whose employment with the Employers/Hospitals 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 original Hospital, Bargaining Unit (if any), and Catholic Health seniority date(s), 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 grade, and entitlement to all other benefits under these Agreements.
- b. An employee who accepts a non-bargaining-unit position and returns to a bargaining unit position within one (1) year shall, after completing twelve (12) months of service, receive their original Hospital and/or Bargaining Unit (if any) seniority date(s), adjusted by moving the employee's most recent date of hire forward for the period of service in a non-bargaining-unit position, for the purpose of calculating compensation at the applicable step and grade, and entitlement to all other benefits under these Agreements.
- c. Salary review dates for returning employees under this section will be based on the employee's adjusted/new seniority date.

**Section 4. Movement Between Catholic Health Facilities.**

- a. Any employee hired into a bargaining unit from a different Catholic Health System facility

shall carryover their Catholic Health System date of hire only for the benefit programs and wage assignments, at the applicable step and grade.

- b. Any employee hired into a bargaining unit from a different Catholic Health System facility, and remains in the same job title, shall maintain the same salary review date from the prior Catholic Health System facility for the purposes of wage assignments at the applicable step and grade.

Section 5. **Loss of Seniority.** 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/retirement plan or Social Security;
- d. is absent without notice for two (2) consecutive scheduled work days, per CT Article 47, Attendance and Tardiness, unless beyond the employee's control;
- e. fails to return to work upon expiration of a leave of absence, including those under CT Article 19, Leave of Absence, and CT Article 30, Disability and Workers' Compensation;
- f. if absent due to illness or injury exceeding the allotted time duration as per CT Article 30, Disability and Workers' Compensation;
- g. engages in gainful employment while on leave of absence without approval of the Employers/Hospitals unless the employee is out of the immediate area of Western New York; approval shall not be unreasonably denied;
- h. fails to report to work as directed after being recalled as outlined in CT Article 32, Layoff & Recall;
- i. has exhausted the period of time for which they have recall rights as provided for in CT Article 32, Layoff and Recall.

Section 6. **Tiebreaker.** 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 7. **Notice of Resignation.** 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 with notice to the Union. An employee may not extend their employment through the utilization of benefit hours or to meet the period of notice.

**Article 19**  
**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 and/or electronically 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 CT Article 32 Layoff and Recall. 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 30, 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 when statutory leave is unavailable or an employee has exhausted all available statutory leave:
  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 twelve (12) months 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.
- 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 20**  
**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 and/or electronically 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, Space Force, Coast Guard;
- b. Reserve service in Army, Navy, Marine Corps, Air Force, Space 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 21 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 during such service 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, for up to a maximum of thirty (30) scheduled work days. Employees are required to notify the court that the Employer pays all hours missed, up to a maximum of thirty (30) scheduled work days.

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</p> <p>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</p> <p>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</p> <p>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</p> <p>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</p> <p>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 22 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, domestic/life partner, child (including still birth), step-child, foster child, brother, step-brother, sister, step-sister, parent, step-parent, legal guardian, grandparent, grandchild, mother-in-law, father-in-law, parents of domestic/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.

Section 9. The Employers/Hospitals may request a copy of supporting documentation, if fraud or abuse of bereavement leave is suspected. The union will be notified before such a request is made.

### **Article 23** **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.

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. After exhaustion of accrued benefit time, any remaining portion of the maximum twelve (12) weeks of FMLA leave is unpaid FMLA leave. After the exhaustion of FMLA leave, the employee may request for a leave of absence per CT Article 19, Leave of Absence.

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 FMLA leave. Once FMLA leave expires, group health insurance may continue under CT Article 30, Disability and Workers' Compensation if the employee qualifies under that article. 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 CT Article 32, Layoff and Recall.
- 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 CT Article 30, Disability and Workers' Compensation, for receiving those benefits.

**Article 24**  
**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 25**  
**New York State Paid Sick Leave (NYS PSL)**

Section 1. The Union and the Employers/Hospitals acknowledge the provisions of New York State Labor Law § 196-b.

Section 2. 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).
- d. Any other reason for leave set forth in the New York State Paid Sick Leave Law, as may be amended from time to time.

Section 3. 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 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 5. 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 PTO accrued.

Section 6. 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 7. 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 26 New York State Prenatal Leave**

Section 1. All employees are entitled to twenty (20) hours of paid prenatal personal leave ("Prenatal Leave") per fifty-two (52) week period. The fifty-two (52) week period begins the first day the employee uses Prenatal Leave. Unused Prenatal Leave does not carry over between fifty-two (52) week periods and is not paid out at termination.

Section 2. An employee is eligible to use Prenatal Leave for prenatal health care services that they receive related to their pregnancy or during pregnancy. Prenatal Leave covered services include, but are not limited to, the following:

- a. physical examinations;
- b. medical procedures;
- c. monitoring and testing;
- d. discussions with a health care provider related to the pregnancy;
- e. fertility treatments or care appointments, including in vitro fertilization;
- f. end-of-pregnancy care appointments.

Section 3. Prenatal leave may only be used by the employee directly receiving prenatal health care services. Spouses, partners, or other support persons cannot use Prenatal Leave to attend appointments with a pregnant person. Prenatal Leave cannot be used to cover post-natal or postpartum appointments.

Section 4. Prenatal Leave can be taken in no less than hourly increments.

Section 5. Employees should request Prenatal Leave like any other time off by using existing notification/request procedures within their workplaces:

- a. Adequate notice should be given, when possible, and employees need to follow the usual call-off procedures contained within these Collective Bargaining Agreements.

- b. Employees must specify their request to use New York State Prenatal Leave at the time of the request, not after.
- c. Personal or confidential information about the employees' health or the nature of the prenatal appointment are not required to be disclosed to the Employers/Hospitals and the Employers/Hospitals cannot ask for it.

Section 6. Time used for prenatal leave may not be taken or applied from other banked hours, such as PTO (including paid sick leave). Prenatal leave is in addition to the fifty-six (56) hours of PTO available for paid sick leave under CT Article 25, New York State Paid Sick Leave (NYS PSL). Eligible associates may not be required to utilize or exhaust other types of leave before using Prenatal Leave. Prenatal leave is in addition to any other leave options available and may run concurrently with FMLA.

Section 7. The Union and the Employers/Hospitals acknowledge the provisions of the New York State Labor Law § 196-b.

### **Article 27 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 two hundred and fifty (\$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 (\$25.00);
- 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 28 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, 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 29**  
**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 30**  
**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.

The Employers/Hospitals will furnish the Union with a membership list on a weekly basis, which will indicate if Union members are active or on leave.

Section 2. Time off the job for an illness or injury shall not exceed eighteen (18) consecutive months. Returning to work on Transitional Duty, CT Article 31, shall not constitute a break in the consecutive months, except as stated in CT Article 31 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 CT Article 18 Seniority.

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.

Section 10. Employees who need medication relating to a work-related illness or injury due to blood borne pathogen exposure may elect to receive such medication via direct delivery to the employee during their work hours (subject to courier availability), delivery to the pharmacy in the employee's workplace, or delivery to the employee's home. The Employers/Hospitals and the employee will make every effort to schedule blood borne pathogen testing or treatment at Associate Health outside of the employee's regular work hours. If this is not possible, the employee will be excused with pay from the portion of their shift required to attend any blood borne pathogen testing or treatment at Associate Health.

### **Article 31 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 Integrated Disability Management (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 IDM, and the Human Resource Department, will evaluate and determine the work available that will be considered appropriate for transitional duty. If a transitional duty opportunity cannot be identified, the Employers/Hospitals will contact the Union to discuss the situation. 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 paycheck. 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 Committees.

Section 7. Time worked on Transitional Duty shall count as a return to work for the purposes of CT Article 30, Disability and Workers' Compensation, only for employees being counted as staff as described in Section 5. above.

## **Article 32 Layoff and Recall**

Section 1. Notice.

- a. In the event it becomes necessary to layoff or permanently eliminate a filled position in a bargaining unit covered by this Agreement, the Employers/Hospitals 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 Employers/Hospitals shall advise

employees selected for layoff.

- b. 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.
- c. In the event it becomes necessary to permanently eliminate a vacant position, the Union shall be provided notice that the position is eliminated.
- d. Employees selected for layoff shall be given at least seven (7) calendar days' notice of layoff.

Section 2. **Selection for Layoff.** 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 agency contracts in such job title(s) and shifts, in the department(s)/clinical unit(s) affected, will be cancelled.
- b. 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.
- c. 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.
- d. At the time the layoff notice is provided, the Employers/Hospitals will freeze all positions in the applicable bargaining unit that have been posted and not filled, or that are opened to the outside, and for which employees subject to layoff possess the minimum qualifications for the job. The vacancy list that will be used during the layoff process will be comprised of all frozen positions in the applicable bargaining unit.
- e. 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.
- f. 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.
- g. If an insufficient number of employees volunteer, the least senior employee(s) in the job title(s), category(ies), and shifts, in the department(s)/clinical unit(s) affected, will be subject to the layoff rules and process in Sections 4 and 5 below.

Section 3. **Bargaining Units.** The layoff and recall procedures of this article when applied to an employee are specific to that employee's bargaining unit. Bargaining units for purposes of this Article are:

Mercy Hospital of Buffalo, RN

Mercy Hospital of Buffalo, STC

Kenmore Mercy Hospital, RN

Kenmore Mercy Hospital, Technical

Kenmore Mercy Hospital, Service Clerical

Sisters of Charity Hospital – St. Joseph Campus, RN

Sisters of Charity Hospital – St. Joseph Campus, Service

Sisters of Charity Hospital – St. Joseph Campus, Technical

Section 4. **General Rules.**

- a. the employee must meet the minimum requirements of the job description;
- b. the employee being bumped must always be the least senior 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);
- c. the employee may bump into another category of employment (i.e., Part Time to Full Time or Full Time to Part Time);
- d. the employee must be willing to work the hours and schedule of the position into which they bump;
- e. the employee must be willing to accept the pay for the position into which they bump;
- f. 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;
- g. 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; and
- h. 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 on those benefits which a per diem or temporary would be entitled.

Section 5. **Layoff and Bumping Procedures.**

- a. If, after compliance with the provisions in Section 2. 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 their bargaining unit in the sequence below.
- b. In all placements under layoff and recall situations, the employees must meet the minimum 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.

- c. 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.
- d. **Transfer/Bumping Sequence.**
  - Step 1. The employee subject to layoff may select any vacant position in their 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 as outlined in Step 6 below.
  - 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.

- e. 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.
- f. 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 Employers/Hospitals would not differ.
- g. 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.
- h. When the least senior employee is bumped, they shall be placed as if they were originally subject to layoff as described above.

**Section 6. Benefits and Seniority.**

- a. 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.
- b. Employees on layoff shall not accrue seniority.
- c. Time spent on layoff and subject to recall shall not constitute a "break in service" for Employees who are active participants in the St. Joseph Hospital Retirement Income Plan.
- d. Employees on layoff and subject to recall shall be permitted to continue participation in the Employer's group health and life insurance programs, provided the employees pay the full premium for such programs.

**Section 7. Recall.**

- a. Employees shall be considered for recall by seniority to vacancies in their bargaining unit, for which they possess the ability to perform the job, in accordance with CT Article 17, 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.
- b. Part-time employees who are displaced shall be eligible for recall, during such period of recall under Section 7(f), until such time as they have been recalled to a position equal in FTE hours to the position from which they were originally displaced.
- c. 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.
- d. Probationary employees who have been laid off have no recall privileges.
- e. Recalls from layoff will be by certified mail to the employee's last known address on file

with the Employers/Hospitals. It shall be the employee's responsibility to ensure the Employers/Hospitals have a current address.

- f. Any employee recalled must notify the Employers/Hospitals of intent to return within three (3) working days after receipt of the certified notice. The employee must then report to work within ten (10) working days after the 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) working days of the recall notice.
- g. Non-probationary employees who are laid off shall be subject to recall as follows:
  - 1. employees having less than one (1) year of seniority, shall have recall rights for a period of twelve (12) months; and
  - 2. employees having one (1) or more years of seniority, shall have recall rights for a period of twenty-four (24) months.

**Section 8. Trial Period.**

- a. 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 CT Article 17, Filling of Vacant Positions.
- b. The placed employee shall have thirty (30) calendar days for eight (8) hour shifts and forty-five (45) calendar days for extended shifts 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.
- c. Should the Employers/Hospitals 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 33  
Severance**

Section 1. All employees who have satisfactorily completed their probationary period and who are involuntarily terminated as a result of contracting out (CT Article 36, Contracting Out Work, CT MOU 2, Merger/Consolidation Notice, or CT Article 32, Layoff and Recall) will be eligible for severance pay, subject to the terms and conditions in this Article. Severance will not be paid to employees terminated/dismissed for other reasons and/or for just cause.

Section 2. Severance pay as provided in Section 1 above shall be one (1) week of base pay for each completed year of service or major portion thereof, up to a maximum of ten (10) weeks.

Section 3. Severance pay as provided in Section 1 above for part-time employees shall be calculated based on their average number of weekly hours worked over the twenty-six (26) week period prior to the effective date of their layoff.

Section 4. Severance shall be paid bi-weekly pursuant to the Employers'/Hospitals' normal payroll practices. Severance pay shall be based on an employee's regular base rate of pay, which does not include overtime or any special forms of compensation such as incentives, preceptor pay, float pool premiums, bonuses, or shift differentials.

Section 5. The Employers'/Hospitals' 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, provided the employee timely pays for their portion of the premiums.

Section 6. 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 7. The payment of any severance shall be conditioned on the employee signing, and thereafter not revoking, a general waiver, release, and covenant not to sue drafted by the Employers'/Hospitals.

Section 8. 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.

Section 9. The Employers'/Hospitals 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.

Section 10. Current employees (as of the date of ratification) who were entitled to greater severance amounts under the 2021-2025 Agreements will remain eligible for those greater severance amounts, notwithstanding Sections 2 and 3 above.

#### **Article 34 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 35**  
**Bargaining Unit Work**

Section 1. Non-bargaining unit personnel (except Agency employees as discussed in CT Article 42, 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 36**  
**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 the CT Article 32, Layoff and Recall.
- 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;

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 37 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 38**  
**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 39**  
**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 40**  
**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 41**  
**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 42**  
**Agency Personnel**

- Section 1. Agency personnel may be used when:
- a. All reasonable attempts to fill the position or shift have failed including offering voluntary overtime, offering 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; or
  - 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 personnel will work the hours and shifts of the posted positions with the following exceptions:
- a. There is a need to rotate the agency personnel to evenings/nights; or
  - b. The Employer(s)/Hospital(s) and Union mutually agree to rotate agency personnel to days. Mutual agreement shall not be unreasonably denied.
  - c. The agency personnel agrees to swap shifts with a member of the bargaining unit; or
  - d. If there is a day/evening position posted, the agency personnel will fall into the off shift.
- Section 3. After discussion with the Union, Agency personnel may be retained to work forty-eight (48) hours per week under the following circumstances:
- a. In the Patient Care Services departments: if they are hired into the float pools and with the understanding that all regular employees will be given the opportunity to pick up extra shifts or overtime shifts first.
  - b. In the Emergency Departments: if they will only be utilized for 3:00 p.m. - 3:00 a.m. and the night shift;
  - c. On Inpatient Units/Departments: if they will only be scheduled on night shift where there is at least thirty-five percent (35%) vacancy rate. Positions filled by orientees will be counted as vacancies for the purpose of this section.
- Section 4. When scheduling agency personnel:
- a. All full-time, part-time, per diem, flexible, and weekend bargaining unit employees will be scheduled before agency personnel. Such scheduling will include CWA bargaining unit members being scheduled for preferred days on and requested days off first. Where there are variable start times the agency personnel will fill the least desirable shift.

- b. No agency personnel will be guaranteed or provided “block scheduling” unless bargaining unit employees have already been scheduled.
- c. In the case of call-ins, agency personnel may be called in to cover such call-in absences, as long as all contractual provisions for recruiting staff to fill the vacancies have been exhausted.
- d. CWA bargaining unit personnel will only be flexed, low censused, or downstaffed in accordance with the applicable side table articles addressing low census and/or downstaffing.

Section 5. Agency personnel will not be assigned to precept new employees (except at Our Lady of Victory).

Section 6. On a monthly basis, the Employers/Hospitals and the Union shall review the use of Agency personnel at the site CSC Committee meetings.

Section 7. Agency personnel will meet the requirements of the posted position, including the ability to perform the necessary skills and tasks associated with the position.

Section 8. Bargaining unit members will have priority over agency personnel for lead or charge shifts. If no bargaining members volunteer, however, agency personnel may fill lead or charge shifts.

### **Article 43 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. Upon ratification of the Agreement, the parties agree to meet to discuss improvements in the program including improved services and availability. EAP will be a standing agenda item on the Health and Safety Committee, during which the parties may discuss, among other things, EAP utilization and employer notification of EAP during new member orientation and/or during employment. The Health and Safety Committee may make recommendations for changes to EAP to the Employers/Hospitals.

Section 3. EAP must be offered to every employee who is given a Performance Improvement Plan or given Corrective Action. Employees will not be disciplined for refusing EAP unless EAP is an administrative referral by the Employers/Hospitals.

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

### **Article 44 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.

Section 2. In the case of Dedicated Education Unit (DEU) and Academic Partnership Unit (APU) students/interns, employees are responsible for delegating to, and supervising, students/interns appropriately.

Section 3. Prior to unsupervised students being assigned to a unit, the Employer and the Union agree:

- a. That the staff will be provided with the students schedule at least one (1) month before the student appears on the unit;
- b. Assignment to an RN will be done per CT Article 68, Registered Nurse/Preceptor; and
- c. The Employer/Hospital may give RN staff the opportunity to pick up extra shifts on the needs list for the sole purpose of taking the student during the time the student is on the unit.

Section 4. 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.

Section 5. Employees on orientation and/or precepting will not be assigned a student.

Section 6. RNs who are teaching students will be paid as outlined in CT Article 64, RN Salaries for all hours responsible for said student.

#### **Article 45 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.

Section 2. Prior to students not under the direct supervision of a clinical instructor being assigned to an employee, the Employers/Hospitals and the Union agree:

- a. The student schedule will be made available to employees as soon as practicable, but at least two (2) weeks prior to the students being on the unit/department; and
- b. Assignment to an employee will be done per CT Article 69, Technical Preceptor/Training Pay and CT Article 70, Service and Clerical Preceptor/Training Pay.

Section 3. 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.

Section 4. Employees on orientation and/or precepting will not be assigned a student.

Section 5. Technical/Service/Clerical employees who are responsible for delegating to and supervising students who are not under the direct supervision of a clinical instructor, shall receive preceptor pay as set forth in CT Articles 61, 62, and 63, Salaries, while responsible for such students.

#### **Article 46 Union Printing**

At the time the contracts are 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 contracts.

**Article 47**  
**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 absences 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 (FMLA) 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);
- m. Absences or tardiness covered by New York State Paid Sick Leave or New York State Paid Prenatal Leave;
- n. Absences or tardiness covered by other state or federal protected leave; and
- o. Employees authorized to report after the scheduled start of their shift or to leave early - including but not limited to approval of intermittent leave and/or a reasonable accommodation under the Family and Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA) and/or the New York Human Rights Law - will not be considered absent or tardy under this Article.

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.

Employees may bring extenuating circumstances to the Employers/Hospitals' attention with respect to instances of absenteeism or tardiness. The Employers/Hospitals may, in their discretion, reduce a step in the disciplinary process or waive a step in the progression of the disciplinary process based on the information presented by an employee.

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/manager, or designee, as early as possible by following established departmental procedure. 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 at least four (4) hours prior to 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 because of injury or illness or other circumstances beyond their control.

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 failure to work at least three quarters of the scheduled shift.
2. Tardiness – Failure to punch in and be ready to work by the start of the scheduled shift or failure to complete the assigned shift but having worked at least three quarters of 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.
4. No Call/No Show - An employee absent from work without notifying their supervisor prior to the start of the scheduled shift and without an explanation satisfactory to the organization.

### A. ATTENDANCE – INFORMAL 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/managers are encouraged to promptly handle all absenteeism and tardiness problems at their earliest stages. Toward this end, an informal counseling session must be initiated before employees are progressively disciplined under this Article. Informal counseling is not part of the formal corrective action process. A union representative will be present for any informal counseling if requested by the employee. Informal 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 discuss extenuating circumstances; and
  - e. to support any future corrective action, if necessary.
3. Management and supervisory personnel have discretion and latitude in deciding when an informal counseling session is necessary. However, progressive discipline under Sections B (1) or C of this Article may not commence until an employee has received an informal counseling session. For example, if an employee has more than four (4) attendance occurrences or more than nine (9) tardiness occurrences, but has not yet received an informal counseling, progressive discipline may not be commenced until they have been informally counseled, and then any progressive discipline must commence at the first step and continue to subsequent steps only if the employee has the number of additional occurrences that would advance them to the next level of progressive discipline had they started with four (4) attendance occurrences or nine (9) tardiness occurrences.

## 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. four (4) occurrences: verbal counseling;
  - b. five (5) occurrences: verbal written warning;
  - c. six (6) occurrences: written warning;
  - d. seven (7) occurrences: final written warning;
  - e. eight (8) 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, but will receive a tardiness occurrence under this Article.

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 19, Leave of Absence or CT Article 23, 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 verbal counseling session must be initiated with an employee by the manager when tardiness reaches nine (9) occurrences in any rolling twelve (12) month period.
2. A verbal written warning will be issued when tardiness occurrences reach eleven (11) 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 thirteen (13) 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 fifteen (15) in any rolling twelve (12) month period or less.
5. After an employee receives a final written warning, when tardiness occurrences reach seventeen (17) 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.

D. TRANSITION

1. Current attendance and tardiness provisions will apply through December 31, 2025. The Attendance Policy above will become effective January 1, 2026.

2. To accomplish the transition to the Attendance Policy above, at 12:01 a.m. on January 1, 2026:
  - a. Any employee with at least one (1) absence occurrence will have the most recent absence occurrence deleted from their record;
  - b. Any employee with at least three (3) tardiness occurrences will have the most recent three (3) tardiness occurrences deleted from their record;
  - c. Any employee with between one (1) and two (2) tardiness occurrences will have all tardiness occurrences deleted from their record.

## **Article 48 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 be considered as hours worked for purposes of calculating overtime.

Section 3. If an employee is 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. 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. Any compensated hours under this Section 3 shall be considered as hours worked for the purpose of calculating overtime.

Section 4. If the Employers/Hospitals require an employee to attend meetings with the Employers'/Hospitals' attorneys, depositions, or court appearances as part of a judicial proceeding or in anticipation of judicial proceedings, the employee will be compensated for the hours of required attendance at their base compensation rate and shift differential. These hours shall be considered hours worked for the purpose of calculating overtime.

Section 5. To be eligible under Sections 1 through 3 above, an employee must:

- a. be served with a legally valid judicial 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.

Section 6. If a required meeting, deposition, or court appearance is cancelled, the employee must immediately notify their manager.

Section 7. Nothing in this Article applies to a judicial proceeding where the employee is a plaintiff against any of the Employers/Hospital.

**Article 49**  
**Weather Emergency**

Section 1. When a weather emergency is declared, by Catholic Health, one of the Employers/Hospitals or by a governmental entity the Union will be notified immediately by the Employer/Hospital. During such weather emergency, the following process will be followed.

- a. During a Catholic Health or Employer/Hospital declared weather emergency:
  1. 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;
    - i. Catholic Health employees are permitted to travel during a local travel ban by showing their ID badge to law enforcement;
    - ii. the back of each ID badge identifies the employee as essential personnel authorized for emergency travel;
    - iii. 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.
  2. 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.
  3. 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.
  4. 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.
  5. Accrued sick time may not be used.
  6. 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 2. During a governmental entity declared weather emergency:

- a. When the Employers/Hospitals determine employees must remain at work for specified times to care for patients at the affected facility and/or for scheduled employees covering on-call in the hospital/department during such declared weather emergency, such employees will be paid per this Section 2 below, inclusive of any applicable incentive bonus or premium pay (only if the shift was already picked up) for all hours they are required to remain at the facility beyond the last regularly scheduled work shift.

- b. If mandated to stay an employee will automatically begin to receive time and one half for all hours they are mandated, even if the employee has not reached 37.5 hours. Once the employee reaches 37.5 hours that week any additional time beyond the 37.5 will be paid at double time. The exception would be during a holiday; the employee will be entitled to double time and one half.

Section 3. The Employer/Hospital impacted by a weather emergency will activate the Emergency Response Team for the purpose of decreasing the number of staff mandated to remain during such declared weather emergency.

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.

Section 5. Employees with a documented inability to report for work because of a weather emergency declared by an Employer/Hospital and/or governmental authority will not, because of that absence, forfeit any pick-up bonus/premium payments for which they are otherwise eligible.

#### **Article 50 Staffing/Clinical Staffing Committee**

Section 1. The Employers/Hospitals agree to staff all nursing units/departments with RN/LPN/Technical/Ancillary staff using patient ratios and/or grids.

Section 2. A Clinical Staffing Committee (CSC) will be maintained at each of the three (3) acute care hospitals, for the purpose of complying with the responsibilities outlined in Public Health Law § 2805-t.

- a. At least one-half (1/2) of the members of the committee shall be Registered Nurses, Licensed Practical Nurses, technical employees, 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 or designee, and department/unit managers or directors. The frontline and management members of the CSC may mutually agree to invite guests to CSC meetings. Employees invited as guests will be relieved from work and compensated under Sections 2(c) and 2(d) below.
- 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. It is the

Employers'/Hospitals' responsibility to find the appropriate staff coverage for CSC committee members who wish to attend a CSC meeting.

- e. The CSCs will meet on a monthly basis for an amount of time agreed upon by the committee. CSC meetings will only be canceled or rescheduled by mutual agreement of CWA Staffing Directors and the Vice-President of Patient Care Services.
- f. CSC business may only be conducted when a quorum is present. A quorum will be achieved when at least a majority of the frontline CSC members as well as a majority of the Management committee members are present. Additionally, one (1) CWA Director and the Vice President of Patient Care Services or a Director of Nursing with authority, must be in attendance at monthly meeting(s) for the meeting to take place.
- g. Should the CSC not reach consensus and a site chief executive officer or President determines the staffing plan for any unit, the site chief executive officer or President will attend the CSC meeting prior to submission of the plan and be prepared to discuss the decision made, answer questions, and to listen to a presentation by the frontline staff, if they request, regarding the decision made for their unit.
- h. At least one (1) week prior to each site CSC meeting, the Employers/Hospitals will provide the CSC with information concerning overtime utilization, retention and recruitment data, bonus utilization, agency utilization, changes in the number of beds on any particular unit, missed breaks and/or lunches, position controls, and statements of deficiency, if any, from the DOH.

Quarterly, the Employers/Hospitals will provide an update and report off to the full CSC from:

- i. Professional Practice Committee;
  - ii. Workload and Staffing/Nursing Practice Committee;
  - iii. STC Workload and Staffing Committee;
  - iv. Shared Governance;
  - v. Peer Review Committee;
  - vi. Unit Practice Council.
- i. CWA's designated Staffing Committee Directors will receive up to fifteen (15) 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. The days will be distributed as follows:
    - KMH Director 6 days per month;
    - MHB Director 8 days per month;
    - SJC Director 1 days per month.

Employees will not be denied the excused absence time required for the purpose of performing work related to the CSC, with creation of CSC agendas and review of short staffing forms taking priority.

j. The Committee's responsibilities, as part of its regularly scheduled meetings, 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;
- Review and determine the status of complaints filed related to staffing plans and ratio compliance;
- Development and implementation of a Plan to Resolve for staffing violations;
- Communicating the Management and frontline response to complaints, and the final complaint disposition, to complainants;
- Development of ratios not currently defined in Sections 9-11;
- Implementation and enforcement of the staffing ratios for all patient care and support staff regardless of inpatient or outpatient status;
- Resolve issues related to the implementation of ratios.

k. In addition to the responsibilities listed in j.) 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 Public Health Law § 2805-t;
  - xv. Coverage to enable Registered Nurses, Licensed Practical Nurses, Technical Employees, 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 Public Health Law § 2805-t;
  - 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. Furthermore, the Employers/Hospitals commit 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 (inclusive of hallway 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. Continue recruiting employees to fill the current vacancies.
- 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 pool to ten percent (10%) above the number of full-time equivalents (FTEs) to staff to the average daily census, as determined by the CSC. These increased staffing pools 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 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 if permitted under the terms of these Agreements), 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.
- h. Float pool positions will not impact or reduce the staffing plans/grids developed from the ratios outlined in Sections 9-11.
- i. 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.
- j. Any RN in the nursing float pool will receive a \$4.50/hour premium (\$6.00/hour for the night shift or Critical Care) for all hours paid. Any NA/ITA in the nursing float pool will receive a \$2.00/hour premium for all hours paid.
- k. Upon mutual agreement with the Union, extending invitations to CWA leaders and members to recruitment events. Invited frontline staff attending recruitment events will be paid at their base rate, inclusive of any applicable overtime.

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. “Technical Employee” (TE) shall mean the therapists, technicians, and technologists licensed by the New York State Department of Education and/or Department of Health covered by CT Article 50, Staffing/Clinical Staffing Committee and CT Article 51, Technical Employee Staffing.
- d. “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.
- e. “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/TE/AS from assisting with the specific tasks within the scope of their practice for a patient assigned to another RN/LPN/TE/AS. “Assist” means that an RN/LPN/TE/AS may provide patient care beyond their patient assignments if the tasks performed are specific and time-limited.

Section 8. Employees in direct patient care roles shall be fully relieved of patient care responsibilities during designated meal and break periods. “Fully relieved” shall mean the employee is not responsible for call bells, alarms, patient monitoring, or any aspect of clinical care during their designated meal and break periods.

A sub-committee of the CSC will be formed with an equal number of members of the front-line staff and management to develop a plan to ensure employees are fully relieved during their meal and break periods and their assignments are covered during meal and break periods. Current practices for meal and break period coverage will continue until an alternative method is agreed upon and implemented.

Section 9. Staffing Ratios for Mercy Hospital of Buffalo

- a. Emergency Department  
Charge Nurse 1 with no assignment

	RN	1:4 or 1:1 / 1:2 if critical patient
	*minimum RN staffing at 7 am and 7 pm	9 (inclusive of triage)
	Triage RN	2 (7a-11p, 2 <sup>nd</sup> RN to flex where needed 11p-7a)
	AS	1:5
	*minimum AS staffing at 7 am	4
	*minimum AS staffing at 11 am	8
	*minimum AS staffing at 7 pm	8
	Monitor Technician/ITA	1
	Clerical	1.5
	Respiratory Therapist	1
	ED Holds RN	Days 1:4/ Nights 1:5
	ED Holds AS	Days 1:6/ Nights 1:8
b.	ICU	
	Charge	1 with no assignment
	RN	1:1 or 1:2
	AS	1:5
	Clerical	1 (7:30a – 7:30p)
	Respiratory Therapist	2
c.	CVICU	
	Charge	1 with no assignment
	RN	1:1 or 1:2
	AS	1:4
d.	Neuro (7E)	
	Charge	1 with no assignment
	RN	1:4
	AS	1:6
	Clerical	1 (9a-9p)
e.	Step Down (7W)	
	Charge	1 with no assignment
	RN	1:3
	AS	1:6
	Clerical	1 (7a-7p)
f.	Medical/Surgical Telemetry - (4N and 8E)	
	Charge	1 with no assignment
	RN	Days 1:4 / Nights 1:4
	AS	Days 1:6 / Nights 1:6
g.	Medical/Surgical Telemetry (5N/C)	
	Charge	2 with no assignment
	RN	Days 1:4 / Nights 1:5
	AS	Days 1:6/ Nights 1:8
	Clerical	1 (9a-9p)
h.	Medical/Surgical Telemetry (5 East)	
	Charge	1 with no assignment

	RN	Days 1:4/ Nights 1:5
	AS	Days 1:6/ Nights 1:8
	Clerical	1 (9a-9p)
i.	Medical/ Surgical Telemetry (5 West)	
	Charge	1 with no assignment
	RN	Days 1:4/ Nights 1:5
	AS	Days 1:8/ Nights 1:10
	Clerical	1 (9a-9p)
j.	Medical/ Surgical Telemetry (6 East)	
	Charge	1 with no assignment
	RN	Days 1:4/ Nights 1:4
	AS	Days 1:6/ Nights 1:6
	Clerical	1 (9a-9p)
k.	Medical/ Surgical Telemetry (6 West)	
	Charge	1 with no assignment
	RN	Days 1:4/ Nights 1:5
	AS	Days 1:6/ Nights 1:8
	Clerical	1 (9a-9p)
l.	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
m.	Labor & Delivery	
	Charge RN	1 with no assignment
	RN - First Stage of Labor	1:2
	RN - Tolac Delivery	1:1
	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	1:1
	Clerical	1 per unit
n.	Mother Baby Unit/Post-Partum	
	Charge RN	1 (modified assignment for up to 2 couplets)
	RN	1:3 couplets
	Lactation Consultant	1:15
	Clerical	1 per unit (9a-9p)
	AS shared with NICU	1 per 15 mothers.
o.	Operating Room (incl. CVOR)	
	Charge RN	1 with no assignment
	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 (day shift Mon-Sat)
	EVS	3 (Days)
p.	PACU	
	Charge RN	1 with no assignment (day and evening shift)
	RN – Adult	1:2 or 1:3 if holding
	RN Critical Care/Craniotomy	1:1
	AS	1 (12 hours, Mon-Fri)
q.	Ambulatory Surgical Unit	
	Charge RN	1 with no assignment (day shift)
	Pre-Procedure RN	1:1 until patient prepped
	Post-Procedure RN	1:3
	AS	1- 2 on unit based on volume
	Clerical	1 (7a-3p)
r.	GI Lab	
	Charge RN	1 with no assignment
	RN Pre-Procedure	1:3
	RN Procedure	1:1 (2:1 if moderate sedation)
	RN Advanced Procedure	2:1
	RN Recovery	1:2
	NA for recovery beds	1
	Endoscopy Tech	1
s.	Dialysis	
	Charge RN	1 during normal hours of operation
	RN	1:2
	Dialysis Technician	1 (8a-6p, Monday - Saturday)
t.	Mercy Cath	
	Circulating RN	1:1
	Radiologic Technologist	1:1
	Scrub Tech or RN	1:1
	*minimum of 3 staff per case	
u.	IR	
	Charge RN	1
	RN	1:1
	Radiologic Technologist(C-Arm)	1:1
	Radiologic Technologist	1:1
	Scrub Tech or RN	1:1 (2nd RN only if conscious sedation)
	*minimum of 4 staff per case	
v.	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)
w.	Mercy Interventional Unit	
	Charge RN	1 with no assignment
	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
x.	Stress Lab	
	RN	1
	Echo Tech	1
y.	Mercy Ambulatory Care Center	
	Charge Nurse	1 with modified assignment
	Triage Nurse	1
	RN	1:4
	AS	1:5
	Fast Track/Internal Waiting RN	1 (10a-10p)
Section 10.	Staffing Ratios for Kenmore Mercy Hospital	
a.	Emergency Department	
	Charge Nurse	1 with no assignment
	RN	1:4 or 1:1 / 1:2 if critical patient
	Triage	1
	AS	4 days / 4 eves / 3 nights
	Fast Track/PIT RN	1:8
	Clinical Support RN	2 [assignment]
	Clerical	1
b.	ICU	
	Charge	1 with no assignment
	RN	1:1 or 1:2
	AS	1:8
c.	Telemetry (3 East)	
	Charge	1 with no assignment
	RN	Days 1:4 / Nights 1:5
	AS	Days 1:8 / Nights 1:8
	Unit clerk/Monitor tech	1
d.	Medical/Surgical (2 West, 2 East, 2 South)	
	Charge	1 with no assignment
	RN	Days 1:5 / Nights 1:5
	AS	Days 1:8 / Nights 1:8
	Clerical	1 (7a-7p)
		1 (7a-11p on 2 South)

e.	MRU	
	Charge RN	1 with no assignment
	RN	Days 1:5 / Nights 1:5
	AS	Days 1:6 / Nights 1:8
	Clerical	1 (7a-3p Mon-Fri)
f.	Operating Rooms	
	Charge RN	1 for all hours of operation
	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
	GI:	
	RN Pre-Procedure	1:3
	RN Procedure	2:1
	Scope Tech	1
g.	PACU	
	Charge RN	1:2 for all hours of operation
	RN	1:1 or 1:2
	RN	1:1 (Pediatric; Critical Care)
	AS	1 (2 at peak)
h.	Ambulatory Surgery Unit	
	Charge RN	1
	RN	1:4
	AS	1 (2 at peak)
	Clerical	1 (10a-6p)
i.	Interventional Radiology	
	Charge RN	1 with assignment
	RN	1
	RN Conscious Sedation	2:1
	Radiologic Technologist	1:1
j.	Stress Lab	
	RN	1
	Echo Tech	1
k.	Pre-Surgical Testing	
	RN	1:1
l.	Dialysis	
	RN	1:2

Section 10. Staffing Ratios for Sisters of Charity Hospital-St. Joseph Campus

a.	Emergency Department	
	Charge Nurse	1 with no assignment
	RN	1:4 or 1:1 / 1:2 if critical patient
	Triage	1 with no assignment
	AS	1 at 7a; 1 at 11a; 1 at 7p (includes Fast Track coverage when open)
	Fast Track RN 6 Pts	1
	Clerical	1 (11a-11p)
b.	Surgical – Hall 4	
	Charge RN	1 without assignment (7a - 7p)
	Charge RN overnight	1 with modified assignment (7p - 7a)
	RN	1:4
	AS	1 (9a-5p)
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	1:1
	RN – Adult	1:2 (Phase I patients)
	AS	1
e.	Ambulatory Surgery Unit	
	Charge RN	1 with modified assignment
	RN	1:4
	AS	1
	Clerical	1 (8:30a-4:30p)
f.	GI Lab	
	Charge RN	1 without assignment
	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)
g.	Clearview	
	Charge RN	1 without assignment (7a-7p Mon-Fri)
	RN	2
	LPN	1
	Treatment Aide	1 (11a-7p)
	Counselors	Per Oasas Guidelines (7:00 am to 11:00 p.m.)

Admission Coordinator  
Office Coordinator

7 days/week)  
Coverage appropriate for pt population  
1 (Monday through Friday)  
1 (Monday through Friday)

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. Enforcement (effective January 1, 2027).

- a. A staffing dispute may occur when:
  - i. The Union claims a pattern of violations of the staffing ratios in Sections 9-11 above and/or the staffing grids in CT Article 51, Technical Employee Staffing;
  - ii. The Union claims a pattern of failure to post open shifts or positions and/or to recruit for staff for the units/departments in Sections 9-11 above and/or CT Article 51, Technical Employee Staffing.
- b. If the Union claims a pattern as referenced in Section 14(a)(i) or 14(a)(ii) above, then it may file a grievance under CT Article 9, Grievance Procedure, subject to the expedited procedures below.
- c. The parties agree the average daily census, bed capacity, patient acuity, staffing mix, admissions, and discharges, availability of supplemental staff, unit/department schedule, unforeseen surges in census, daily staffing logs, daily staffing assignment sheets, efforts to fill vacant positions/shifts, unplanned absences that are not reasonably foreseeable (including tardiness and leaving early), and other relevant information may be used to determine whether a pattern of violations exists.
- d. To constitute a pattern of violations, the violations alleged must have persisted for a period of at least three (3) months.
- e. Grievances claiming a pattern of violations under this section shall be initiated in writing and submitted directly at Step 2 within thirty (30) calendar days after the alleged pattern of violations is alleged to have occurred or the grievance shall be deemed waived.
- f. A meeting will be held within seven (7) calendar days of the initiation of the grievance, unless mutually waived/extended. The Employers/Hospitals shall render a decision in writing to the appropriate Union representative within seven (7) calendar days of the Step 2 discussion, unless mutually waived/extended.
- g. If there is no resolution of the grievance, the Union may submit the matter to mediation and, if necessary, arbitration by sending written notice to the Employers/Hospitals within seven (7)

days of the Step 2 decision. The parties will mutually select five (5) mediators/arbitrators to serve on the panel on a rotating basis.

- h. A mediation session shall be scheduled within fourteen (14) calendar days of the written notice in Section 14(g) above. The arbitrator shall attempt to mediate the dispute, and if unsuccessful, will serve as arbitrator for the dispute.
- i. **If th**ere is no mutual agreement within seventy-two (72) hours from the start of mediation, an arbitration shall be scheduled by the parties as soon as possible with the arbitrator who mediated the dispute. If the arbitrator who served as the mediator is unable to confirm a mutual date within thirty (30) days after the written notice in Section 14(g) above, the next arbitrator in the rotation will be contacted to schedule the arbitration. If none of the arbitrators in the rotation can schedule an arbitration date within thirty (30) days after the written notice in Section 13(f) above, the parties will then meet to agree on another arbitrator.
- j. If the arbitrator finds the Employers/Hospitals are at fault and responsible for a staffing dispute (as defined above), then the arbitrator has the same authority as any arbitrator under CT Article 9, Grievance Procedure, including, but not limited to, Sections 7 and 15 of CT Article 9.
- k. Notwithstanding the process above, if the Department of Health (DOH) is actively investigating alleged staffing violations that are the subject of a grievance under this section, any arbitration will be held in abeyance pending resolution of the DOH investigation process, but processing of the grievance and mediation may proceed. “Actively investigating” for purposes of this article means the DOH conducting a site visit concerning alleged staffing violations that are the subject of a grievance under this section. The mere fact that employees have filed staffing violation forms with the DOH does not mean the DOH is “actively investigating” those alleged staffing violations.

**Article 51  
Technical Employee Staffing**

Section 1. The Employers/Hospitals agree to staff to the following minimum staffing guidelines in the departments/units specified, when such departments/units are open and operational, and subject to Section 10 below.

Section 2. **Kenmore Mercy Hospital**

<b>Ultrasound</b>			
<b>Monday - Friday</b>		<b>Saturday - Sunday</b>	
7:00 a.m. - 3:00 p.m.	1	7:00 a.m. - 8:00 p.m.	1
10:00 a.m. - 11:00 p.m.	1	8:00 a.m. - 4:00 p.m. (Saturday)	1
7:30 a.m. - 8:30 p.m.	1	Friday 11:00 p.m. - Saturday 7:00 a.m. (Call)	1
11:00 p.m. - 7:00 a.m. (Call)	1	Saturday 8:00 p.m. - Sunday 7:00 a.m. (Call)	1
		Sunday 8:00 p.m. - Monday 7:00 a.m. (Call)	1

<b>MRI</b>	
Monday - Friday 6:30 a.m. - 2:30 p.m.	1
Monday - Friday 9:00 a.m. - 5:00 p.m.	1
Monday - Friday 11:00 a.m. - 7:00 p.m.	1
Monday - Friday 7:00 p.m. - 6:30 a.m. (Call)	1
Friday 7:00 p.m. - Monday 6:30 a.m. (Call)	1
When a patient is in the MRI suite, there will be 2 MRI safety trained personnel in the MRI Suite. Personnel can consist of two (2) Level 2 MRI safety trained employees or one (1) Level 1 and one (1) Level 2 MRI safety trained employee.	

<b>Respiratory</b>	
Days	4
Nights	3
Dedicated PFT	1

<b>X-Ray</b>					
<b>Monday - Friday</b>		<b>Saturday</b>		<b>Sunday/Holidays</b>	
7:00 a.m. - 3:00 p.m.	3*	7:00 a.m. - 3:00 p.m.	2	7:00 a.m. - 3:00 p.m.	2
8:00 a.m. - 4:00 p.m.	4*	8:00 a.m. - 4:00 p.m.	1	3:00 p.m. - 11:00 p.m.	2
11:00 a.m. - 7:00 p.m.	1	3:00 p.m. - 11:00 p.m.	2	11:00 p.m. - 7:00 a.m.	1
12:00 p.m. - 8:00 p.m.	1	11:00 p.m. - 7:00 a.m.	1		
3:00 p.m. - 11:00 p.m.	2				
4:00 p.m. - 12:00 a.m.	1				
11:00 p.m. - 7:00 a.m.	1				
* Will include IR Techs assigned to work in X-Ray.					

<b>CT</b>					
<b>Monday - Friday</b>		<b>Saturday</b>		<b>Sunday/Holidays</b>	
7:00 a.m. - 7:00 p.m.	1	7:00 a.m. - 7:00 p.m.	1	7:00 a.m. - 7:00 p.m.	1
7:00 a.m. - 3:00 p.m.	1	7:00 a.m. - 3:00 p.m.	1	7:00 a.m. - 3:00 p.m.	1
8:00 a.m. - 4:00 p.m.	2	11:00 a.m. - 7:00 p.m.	1	3:00 p.m. - 11:00 p.m.	1
3:00 p.m. - 11:00 p.m.	2	3:00 p.m. - 11:00 p.m.	1	7:00 p.m. - 7:00 a.m.	1
7:00 p.m. - 7:00 a.m.	1	7:00 p.m. - 7:00 a.m.	1	11:00 p.m. - 7:00 a.m.	1
11:00 p.m. - 7:00 a.m.	1	11:00 p.m. - 7:00 a.m.	1		

From 11:00 p.m. to 7:00 a.m., a Level 1 MRI safety trained X-Ray or CT Tech will accompany the MRI Tech in the event of a call in during those hours.

<b>EKG</b>	
Days (Monday - Friday, coverage from 7:00 a.m. to 7:00 p.m.)	2
W/E and Holidays	1
Respiratory does EKGs at night (7:00 p.m. - 7:00 a.m. Monday - Friday and 3:00 p.m. - 7:00 a.m. Weekends and Holidays).	

<b>Mammography</b>	
Tuesday, Thursday, Friday	1
Monday, Wednesday	2

<b>Echo</b>					
<b>Monday - Thursday</b>		<b>Friday</b>		<b>Saturday</b>	
6:30 a.m. - 4:30 p.m.	2	6:30 a.m. - 4:00 p.m.	2	7:00 a.m. - 3:00 p.m.	1
Call (4:30 p.m. - 6:30 a.m.)	1	Call (Friday 4:00 p.m. - Saturday 7:00 a.m.)	1	Call (Saturday 3:00 p.m. - Monday 6:30 a.m.)	1

Section 3. **Mercy Hospital of Buffalo**

<b>Respiratory</b>	
<b>Days</b>	<b>Nights</b>
11*	9
*Includes 1 Dedicated PFT	

<b>CT</b>	
<b>Job Title</b>	<b>Number of Staff</b>
<b>RN</b>	1 (Monday - Friday for conscious sedation, monitoring, or medication administration)
<b>Tech</b>	2 CT Techs, or 1 CT Tech/1 CSA or Transport Aide per scanner when in use at all times.

<b>MRI</b>	
<b>Job Title</b>	<b>Number of Staff</b>
<b>RN</b>	1 (Monday - Friday for conscious sedation, monitoring, or medication administration)
<b>Tech</b>	2 techs per machine

<b>CSA (Imaging Only)</b>	
<b>First Shift</b>	2
<b>2nd Shift</b>	Transport
<b>3rd Shift</b>	1

<b>X-Ray</b>		
<b>Monday - Friday</b>	<b>Saturday</b>	<b>Sunday</b>
11	6	6
5	4	4
3	3	3
Total staffing complement, including leads.		

<b>EKG</b>	
<b>Shift</b>	<b>Staff</b>
Days	3
Evenings	2
ITAs or Respiratory covers nights.	

<b>Ultrasound</b>	
<b>Shift</b>	<b>Staff</b>
Monday through Friday (day shift)	3*
Saturday and Sunday (day shift)	2*
Evenings (11 a.m. - 11 p.m.)	1
Nights	1
*1 Tech = TCD.	

<b>Echo</b>			
<b>Monday - Friday</b>		<b>Saturday - Sunday</b>	
Days	5	Days	3

Section 4. **MACC**

<b>Respiratory</b>		
<b>Unit</b>	<b>Days</b>	<b>Nights</b>
PFT	1	0

CT	
Shifts	Techs
Day	2
Evening	2
Night	1.5*
*1/2 shift assisted by ITA from ED.	

X-Ray				
Monday - Friday			Saturday	Sunday
Shift	Tech	Lead Tech	Tech	Tech
1st	3	1	3*	2*
2nd	3	0	2	2
3rd (covered by CT)	0	0	0	0
* 1 Tech can be the Lead Tech.				

Ultrasound	
Shift	Tech
Monday through Friday (day shift)	2
Saturday (day shift)	1

Section 5. **Sisters of Charity Hospital, St. Joseph Campus**

CT/X-Ray						
	Monday-Thursday		Friday		Saturday-Sunday	
	CT	X-Ray	CT	X-Ray	CT	X-Ray
1st Shift	2*	3	2*	2	1*	1**
2nd Shift	1	1**	1	1**	1	1**
3rd Shift	1	1**	1	1**	1	1**
* 1 Lead CT Tech/1 Hybrid CT Tech or 2 Hybrid CT Techs.						
** Can be X-Ray Tech or Hybrid CT Tech.						

<b>Ultrasound*</b>		
<b>Shift</b>		<b>Tech</b>
Days (Monday - Saturday)		1 per machine in use
Evenings		0
Nights		0
*Non-staffed hours covered by call.		
<b>Sleep Lab</b>		
<b>Shift</b>	<b>Secretary</b>	<b>Tech</b>
Days	2	1:2
Evenings	0	
Nights	0	

Section 6. **East Aurora**

<b>Ultrasound</b>	
<b>Shift</b>	<b>Tech</b>
Days (3 days per week)	1
Nights	0

<b>Mammography/X-Ray</b>	
<b>Shift</b>	<b>Tech</b>
Days	1
Nights	0

Section 7. **MCCC**

<b>Ultrasound</b>	
<b>Shift</b>	<b>Tech</b>
Days (3 days per week)	1
Nights	0

<b>Mammography/X-Ray</b>	
<b>Shift</b>	<b>Tech</b>
Days	1
Nights	0

Section 8. **Med Park**

<b>Ultrasound</b>	
<b>Shift</b>	<b>Tech</b>
Days	1
Nights	0

<b>Mammography</b>	
<b>Shift</b>	<b>Tech</b>
Days	1.5
Nights	0

<b>X-Ray/Mammo</b>	
<b>Shift</b>	<b>Tech</b>
Days	2.5
Nights	0

Section 9. **Marian Building**

<b>Peri-Natal Ultrasound</b>	
<b>Shift</b>	<b>Tech</b>
Monday - Thursday (7:15 a.m. - 5:15 p.m. or 7:30 a.m. - 5:30 p.m.)	2

Section 10. Employees in direct patient care roles shall be fully relieved of patient care responsibilities during designated meal and break periods. “Fully relieved” shall mean the employee is not responsible for call bells, alarms, patient monitoring, or any aspect of clinical care during their designated meal and break periods.

A sub-committee of the CSC will be formed with an equal number of members of the front-line staff and management to develop a plan to ensure employees are fully relieved during their meal and break periods and their assignments are covered during meal and break periods. Current practices for meal and break period coverage will continue until an alternative method is agreed upon and implemented.

Section 11. This Article may be enforced pursuant to Section 14 of CT Article 50, Staffing/Clinical Staffing Committee (effective January 1, 2027).

**Article 52  
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 one thousand five hundred dollars (\$1,500.00) per calendar year or seven hundred fifty dollars (\$750.00) per semester.
- b. Part-time, part-time flexible, and weekend employees will be reimbursed for the cost of the course up to a maximum of seven hundred fifty dollars (\$750.00) per calendar year or three hundred seventy-five dollars (\$375.00) per semester.
- c. The program will base reimbursement only on the cost of tuition, laboratory fees, books, and registration. Other expenses such as 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 sixty-two thousand five hundred dollars (\$62,500.00) 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 4(f) above.

### **Article 53 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 fifteen (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 thirty (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, not to exceed seven thousand dollars (\$7,000) per year for undergraduate and nine thousand dollars (\$9,000) per year for graduate level studies.
- 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 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 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 54  
Extended Sick Leave**

Section 1. All full-time, part-time, and flexible employees are eligible for extended sick leave (ESL) time, which is intended to replace lost income, up to their full FTE, for employees during certain periods of absence for injury or illness, as provided below. ESL, which will be banked in the Extended Sick Leave Bank (ESLB), will be paid 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 ESL 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 ESL 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.
- e. Employees will not be paid ESL for the same period of time for which they are receiving payment from another source. This provision does not apply when an employee is collecting from their private supplemental disability insurance.

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 (5<sup>th</sup>) day of absence, provided the disability time period is less than or equal to seven (7) calendar days.

If an employee uses ESL under this Section 7 for three (3) or more consecutive days or for three (3) more days for the same injury or illness, the employee must also follow applicable short-term disability and/or FMLA procedures.

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 ESL for all benefit hours paid by the Employers/Hospitals.

Section 14. An employee who has accumulated more than one hundred twenty (120) ESL days may elect to receive cash payments of fifty percent (50%) of ESL 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 ESL (ESL in excess of one hundred twenty [120] days) is paid, the accumulated ESL 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 ESL 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 55 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 on or before 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 (PRA) benefit formula 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 hired prior to February 1, 2002, 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 (PRA) benefit formula 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 (PRA) benefit formula at no cost to the employee. Any employee in a grandfathered retirement plan shall not be required to move out of that plan.
- l. Employees employed in the Service/Clerical bargaining unit, by Kenmore Mercy Hospital, will accrue benefits under the Personal Retirement Account (PRA) benefit formula at no cost to the employee. Any employee in a grandfathered retirement plan shall not be required to move out of the plan.

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

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 (975) hours and vesting requirements under the plan. The interest crediting rate is applied each month up until the point when benefits are received.

Section 7. With respect to pension benefits for employees excused for Union business under CT Article 19, Leave of Absence, Section 7 or the Union Representation articles of the Side Table agreements, by 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's hourly rate, then the total of the excused hours multiplied by the hourly rate will be used, combined with W-2 earnings from the Employers/Hospitals, to get the 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 by May 15 of each year.

#### **Article 56 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 57**  
**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 to begin on the thirtieth (30<sup>th</sup>) day of employment. The Employers’/Hospitals’ subsidy toward health coverage for full-time and part-time employees shall commence on the thirtieth (30<sup>th</sup>) day of employment. 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 Kenmore Mercy Hospital Service and Clerical Employees:
  1. ninety percent (90%) of the cost of single coverage for full-time employees hired before December 17, 2025; or
  2. eighty percent (80%) of the cost of family coverage for full-time employees hired before December 17, 2025; and
  3. eighty percent (80%) of the cost of single or family coverage (at the employee’s choice)

for full-time employees hired after December 17, 2025;

4. fifty-five percent (55%) of the cost of single or family coverage (at the employee's choice) for part-time employees hired after December 17, 2025.

d. 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.

e. 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.

f. 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.

g. For Sisters of Charity Hospital-St. Joseph Campus Technical Employees:

1. ninety percent (90%) of the cost of single coverage for full-time employees 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 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 5. Employee contributions shall be made on the basis of twenty-six (26) pay periods.

Section 6. 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 7. 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 8. The benefit levels outlined in the First Choice Healthcare Plan outlined below will not be diminished over the life of these Agreement.

Effective through December 31, 2025:

## 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]</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	\$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 Care OnDemand	\$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]</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	\$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.

Effective January 1, 2026:

## 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]</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	\$60	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	\$2,500 individual / \$5,000 family
† <b>Out-of-Network Deductible: \$750 Individual Plan or \$1,250 family plan</b>		
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]</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	\$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 58**  
**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

Effective through December 31, 2025:

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

Effective January 1, 2026:

Specialty Drugs - Non-Catholic Health Pharmacy Non-Preferred Co-Pays		
	Tier 2	Tier 3
First Choice Comprehensive	\$60	\$125
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 2. 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 sametime 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 57, 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 59 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	100% PPO Allowance	100% PPO Allowance
*limited to children less than 19 years old	Preventative Services are NOT subject to calendar year deductible	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	70% PPO Allowance
	All Basic Restorative Services are subject to calendar year deductible	All Basic Restorative Services are subject to calendar year deductible
<b>Class 3 Major Restorative Services</b>		
Subject to 12 month waiting period*		
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	50% PPO Allowance
	All Major Restorative Services are subject to calendar year deductible	All Major Restorative Services are subject to calendar year deductible
<b>Class 4 Orthodontic</b>		
Orthodontia Care	Not Covered	50% PPO Allowance
(limited to dependent children up to 19 years old and limited to a lifetime of \$2,000)		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 60**  
**Voluntary Flexible Spending Account**

Section 1. The Employer/Hospital will make available to full-time and regular part-time employees, a voluntary flexible spending account at the time of hire and during the open enrollment periods. Through the Flexible Spending Account (FSA), employees 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 the time of 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/Hospital will provide a debit card. The Employer/Hospital will notify the Union if the issuance of a debit card will be cancelled.

**Article 61**  
**Service Salaries**

Section 1. a. This new base scale for service employees will be effective the first full pay period in June, 2025.

GRADE	HIRE	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
	1	2	3	4	5	6	7	8	9	10
S4.5	\$16.59	\$16.79	\$16.97	\$17.26	\$17.73	\$18.19	\$18.65	\$19.09	\$19.73	\$20.24
S5	\$16.87	\$17.15	\$17.50	\$17.93	\$18.56	\$19.02	\$19.41	\$20.03	\$20.67	\$21.17
S5.5	\$17.40	\$17.87	\$18.23	\$18.65	\$19.12	\$19.61	\$19.99	\$20.69	\$21.35	\$21.82
S6	\$18.00	\$18.59	\$18.95	\$19.36	\$19.69	\$20.18	\$20.58	\$21.33	\$22.05	\$22.46
S6.5	\$18.18	\$19.14	\$19.68	\$20.27	\$20.81	\$21.44	\$22.08	\$22.74	\$23.43	\$23.89
S6.5L	\$19.68	\$20.64	\$21.18	\$21.77	\$22.31	\$22.94	\$23.58	\$24.24	\$24.93	\$25.39

S7	\$18.45	\$19.26	\$19.72	\$20.38	\$21.41	\$21.95	\$22.52	\$23.16	\$23.85	\$24.39
S7.5	\$19.32	\$20.16	\$20.74	\$20.97	\$22.00	\$22.56	\$23.19	\$23.89	\$24.63	\$25.59
S8	\$20.20	\$21.04	\$21.75	\$22.51	\$23.44	\$24.18	\$24.82	\$25.59	\$26.36	\$27.00
S8.5	\$22.01	\$23.00	\$23.82	\$24.37	\$25.10	\$25.59	\$26.21	\$27.27	\$28.16	\$28.74
S9	\$22.19	\$23.10	\$23.90	\$24.50	\$25.20	\$26.34	\$26.92	\$28.25	\$29.23	\$29.74
S10	\$24.92	\$25.44	\$26.52	\$27.24	\$27.94	\$28.50	\$28.80	\$29.82	\$31.00	\$31.75

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.

- b. This schedule will be effective the first full pay period in June, 2026 and reflects a three percent (3%) general increase:

GRADE	HIRE	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
	1	2	3	4	5	6	7	8	9	10
S4.5	\$17.09	\$17.29	\$17.48	\$17.78	\$18.26	\$18.74	\$19.21	\$19.66	\$20.32	\$20.85
S5	\$17.38	\$17.66	\$18.03	\$18.47	\$19.12	\$19.59	\$19.99	\$20.63	\$21.29	\$21.81
S5.5	\$17.92	\$18.41	\$18.78	\$19.21	\$19.69	\$20.20	\$20.59	\$21.31	\$21.99	\$22.47
S6	\$18.54	\$19.15	\$19.52	\$19.94	\$20.28	\$20.79	\$21.20	\$21.97	\$22.71	\$23.13
S6.5	\$18.73	\$19.71	\$20.27	\$20.88	\$21.43	\$22.08	\$22.74	\$23.42	\$24.13	\$24.61
S6.5L	\$20.27	\$21.26	\$21.82	\$22.42	\$22.98	\$23.63	\$24.29	\$24.97	\$25.68	\$26.15
S7	\$19.00	\$19.84	\$20.31	\$20.99	\$22.05	\$22.61	\$23.20	\$23.85	\$24.57	\$25.12
S7.5	\$19.90	\$20.76	\$21.36	\$21.60	\$22.66	\$23.24	\$23.89	\$24.61	\$25.37	\$26.36
S8	\$20.81	\$21.67	\$22.40	\$23.19	\$24.14	\$24.91	\$25.56	\$26.36	\$27.15	\$27.81
S8.5	\$22.67	\$23.69	\$24.53	\$25.10	\$25.85	\$26.36	\$27.00	\$28.09	\$29.00	\$29.60
S9	\$22.86	\$23.79	\$24.62	\$25.24	\$25.96	\$27.13	\$27.73	\$29.10	\$30.11	\$30.63
S10	\$25.67	\$26.20	\$27.32	\$28.06	\$28.78	\$29.36	\$29.66	\$30.71	\$31.93	\$32.70

- c. This schedule will be effective the first full pay period in June, 2027 and reflects a three percent (3%) general increase:

GRADE	HIRE	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
	1	2	3	4	5	6	7	8	9	10
S4.5	\$17.60	\$17.81	\$18.00	\$18.31	\$18.81	\$19.30	\$19.79	\$20.25	\$20.93	\$21.48
S5	\$17.90	\$18.19	\$18.57	\$19.02	\$19.69	\$20.18	\$20.59	\$21.25	\$21.93	\$22.46
S5.5	\$18.46	\$18.96	\$19.34	\$19.79	\$20.28	\$20.81	\$21.21	\$21.95	\$22.65	\$23.14
S6	\$19.10	\$19.72	\$20.11	\$20.54	\$20.89	\$21.41	\$21.84	\$22.63	\$23.39	\$23.82
S6.5	\$19.29	\$20.30	\$20.88	\$21.51	\$22.07	\$22.74	\$23.42	\$24.12	\$24.85	\$25.35
S6.5L	\$20.88	\$21.90	\$22.47	\$23.09	\$23.67	\$24.34	\$25.02	\$25.72	\$26.45	\$26.45
S7	\$19.57	\$20.44	\$20.92	\$21.62	\$22.71	\$23.29	\$23.90	\$24.57	\$25.31	\$25.87
S7.5	\$20.50	\$21.38	\$22.00	\$22.25	\$23.34	\$23.94	\$24.61	\$25.35	\$26.13	\$27.15
S8	\$21.43	\$22.32	\$23.07	\$23.89	\$24.86	\$25.66	\$26.33	\$27.15	\$27.96	\$28.64
S8.5	\$23.35	\$24.40	\$25.27	\$25.85	\$26.63	\$27.15	\$27.81	\$28.93	\$29.87	\$30.49
S9	\$23.55	\$24.50	\$25.36	\$26.00	\$26.74	\$27.94	\$28.56	\$29.97	\$31.01	\$31.55
S10	\$26.44	\$26.99	\$28.14	\$28.90	\$29.64	\$30.24	\$30.55	\$31.63	\$32.89	\$33.68

- d. This schedule will be effective the first full pay period in June, 2028 and reflects a three percent (3%) general increase:

GRADE	HIRE	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	24 <sup>th</sup> Year Anniv
	1	2	3	4	5	6	7	8	9	10	11
S4.5	\$18.13	\$18.34	\$18.54	\$18.86	\$19.37	\$19.88	\$20.38	\$20.86	\$21.56	\$22.12	\$22.68
S5	\$18.44	\$18.74	\$19.13	\$19.59	\$20.28	\$20.79	\$21.21	\$21.89	\$22.59	\$23.13	\$23.71
S5.5	\$19.01	\$19.53	\$19.92	\$20.38	\$20.89	\$21.43	\$21.85	\$22.61	\$23.33	\$23.83	\$24.43
S6	\$19.67	\$20.31	\$20.71	\$21.16	\$21.52	\$22.05	\$22.50	\$23.31	\$24.09	\$24.53	\$25.15
S6.5	\$19.87	\$20.91	\$21.51	\$22.16	\$22.73	\$23.42	\$24.12	\$24.84	\$25.60	\$26.11	\$26.76

S6.5L	\$21.51	\$22.56	\$23.14	\$23.78	\$24.38	\$25.07	\$25.77	\$26.49	\$27.24	\$27.73	\$28.42
S7	\$20.16	\$21.05	\$21.55	\$22.27	\$23.39	\$23.99	\$24.62	\$25.31	\$26.07	\$26.65	\$27.32
S7.5	\$21.12	\$22.02	\$22.66	\$22.92	\$24.04	\$24.66	\$25.35	\$26.11	\$26.91	\$27.96	\$28.66
S8	\$22.07	\$22.99	\$23.76	\$24.61	\$25.61	\$26.43	\$27.12	\$27.96	\$28.80	\$29.50	\$30.24
S8.5	\$24.05	\$25.13	\$26.03	\$26.63	\$27.43	\$27.96	\$28.64	\$29.80	\$30.77	\$31.40	\$32.19
S9	\$24.26	\$25.24	\$26.12	\$26.78	\$27.54	\$28.78	\$29.42	\$30.87	\$31.94	\$32.50	\$33.31
S10	\$27.23	\$27.80	\$28.98	\$29.77	\$30.53	\$31.15	\$31.47	\$32.58	\$33.88	\$34.69	\$35.56

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. Any employee covered by these Agreements who transfers from one Employer/Hospital to another Employer/Hospital in the Catholic Health system and remains in the same job title (also covered by these Agreements), shall maintain the same rate of pay and the same salary review date from the prior Employer/Hospital. Any employee not covered by these Agreements who transfers from one Employer/Hospital to another Employer/Hospital in the Catholic Health system will be placed on the applicable wage scale above based on their job title and prior related experience.

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 an employee's position be downgraded, 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 7 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;
- Step 11 Twenty-four (24) years (commencing the first full pay period in June, 2028).

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 retreat from the position or do not survive the trial period associated with the new position, shall return to the pay grade and step they were in prior to the transfer (or the next step if the employee achieved a step advancement while in the higher grade).

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. Charge/Lead/Preceptor Pay and Shift Differential:

- a. Employees in other than lead titles, shall be paid an additional one dollar and fifty cents (\$1.50) per hour when assigned charge/lead responsibilities.
- b. All employees promoted to lead positions shall receive a minimum of a one dollar (\$1.50) per hour increase.
- c. Employees shall be paid an additional two dollars (\$2.00) per hour, when assigned preceptor responsibilities.
- d. Shift differential shall be:
  1. \$2.00 per hour for the evening shift (3:00 pm -11:00 pm); and
  2. \$2.75 per hour for the night shift (11:00 pm - 7:00 am).

Section 11. Should the Employers/Hospitals decide there is a need for weekend only positions, the rate of pay will be one and one-half (1.5) times the base rate at Step 5 of the appropriate grade.

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  
Linen Room Technician  
Parking Attendant  
Rehabilitation Aide  
Sterile Prep Assistant  
Stocking Aide  
Women's Service Greeter

Labor Grade S5

Clinical Support Aide  
Perioperative Attendant  
Receptionist Clerk/Office Operator Transport  
Transport

Labor Grade S5.5

Environmental Service Worker

Labor Grade S6

Cook's Assistant  
Food Service Attendant  
Homemaker  
Hospitality Associate  
Lead Parking Attendant  
Nurse Assistant  
Porter

Labor Grade S6.5

Anesthesia Assistant  
Anesthesia Technician  
Certified Nurse Assistant  
Equipment Technician  
Intern – Pharmacy Assistant  
Lead Environmental Service Worker  
Receiving/Storage Porter  
Rehabilitation Assistant  
Shift Leader  
Supply Clerk  
Treatment Aide

Labor Grade 6.5L

Lead Supply Clerk

Labor Grade S7.5

Endoscopy Technician  
Unit Clerk/Monitor Tech

Labor Grade S8

Dialysis Technician  
Groundskeeper  
Immediate Treatment Assistant

Sterile Processing Technician  
 Student Immediate Treatment Assistant

Labor Grade S8.5

Cook  
 Cook Hybrid  
 Immediate Treatment Monitor Assistant  
 Medical Assistant

Labor Grade S9

Lead Sterile Processing Technician  
 Respiratory Therapy Apprentice  
 Senior Sterile Processing Technician  
 Pharmacy Technician

Labor Grade S10

Cardiac Technician  
 EKG Technician  
 Pharmacy Technician Certified/Registered

**Article 62  
 Clerical Salaries**

Section 1. a. This new base scale for all clerical employees will be effective the first full pay period in June, 2025:

GRADE	HIRE	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
	1	2	3	4	5	6	7	8	9	10
C5	\$16.87	\$17.15	\$17.50	\$17.93	\$18.56	\$19.02	\$19.41	\$20.03	\$20.67	\$21.17
C6	\$18.00	\$18.59	\$18.95	\$19.36	\$19.69	\$20.18	\$20.58	\$21.33	\$22.05	\$22.46
C6.5	\$18.18	\$19.14	\$19.68	\$20.27	\$20.81	\$21.44	\$22.08	\$22.74	\$23.43	\$24.30
C6.5L	\$19.68	\$20.64	\$21.18	\$21.77	\$22.31	\$22.94	\$23.58	\$24.24	\$24.93	\$25.80
C7	\$18.45	\$19.26	\$19.72	\$20.38	\$21.41	\$21.95	\$22.52	\$23.16	\$23.85	\$24.95
C7L	\$19.95	\$20.76	\$21.22	\$21.88	\$22.91	\$23.45	\$24.02	\$24.66	\$25.35	\$26.45
C8	\$20.20	\$21.04	\$21.75	\$22.51	\$23.44	\$24.18	\$24.82	\$25.59	\$26.36	\$27.00
C8.5	\$21.20	\$22.07	\$23.00	\$24.15	\$25.00	\$26.12	\$26.73	\$27.95	\$29.00	\$29.50
C8.5L	\$22.70	\$23.57	\$24.50	\$25.65	\$26.50	\$27.62	\$28.23	\$29.45	\$30.50	\$31.00
C9	\$22.19	\$23.10	\$23.79	\$24.50	\$25.20	\$26.34	\$26.92	\$28.25	\$29.23	\$29.74
C10	\$24.92	\$25.44	\$26.52	\$27.24	\$27.94	\$29.07	\$29.65	\$30.97	\$31.96	\$32.46

C12	\$30.11	\$30.88	\$31.69	\$32.54	\$36.25	\$36.80	\$37.40	\$38.50	\$39.55	\$40.60
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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.

- b. This schedule will be effective the first full pay period in June, 2026 and reflects a three percent (3%) general increase:

GRADE	HIRE	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
	1	2	3	4	5	6	7	8	9	10
C5	\$17.38	\$17.66	\$18.03	\$18.47	\$19.12	\$19.59	\$19.99	\$20.63	\$21.29	\$21.81
C6	\$18.54	\$19.15	\$19.52	\$19.94	\$20.28	\$20.79	\$21.20	\$21.97	\$22.71	\$23.13
C6.5	\$18.73	\$19.71	\$20.27	\$20.88	\$21.43	\$22.08	\$22.74	\$23.42	\$24.13	\$25.03
C6.5L	\$20.27	\$21.26	\$21.82	\$22.42	\$22.98	\$23.63	\$24.29	\$24.97	\$25.68	\$26.57
C7	\$19.00	\$19.84	\$20.31	\$20.99	\$22.05	\$22.61	\$23.20	\$23.85	\$24.57	\$25.70
C7L	\$20.55	\$21.38	\$21.86	\$22.54	\$23.60	\$24.15	\$24.74	\$25.40	\$26.11	\$27.24
C8	\$20.81	\$21.67	\$22.40	\$23.19	\$24.14	\$24.91	\$25.56	\$26.36	\$27.15	\$27.81
C8.5	\$21.84	\$22.73	\$23.69	\$24.87	\$25.75	\$26.90	\$27.53	\$28.79	\$29.87	\$30.39
C8.5L	\$23.38	\$24.28	\$25.24	\$26.42	\$27.30	\$28.45	\$29.08	\$30.33	\$31.42	\$31.93
C9	\$22.86	\$23.79	\$24.50	\$25.24	\$25.96	\$27.13	\$27.73	\$29.10	\$30.11	\$30.63
C10	\$25.67	\$26.20	\$27.32	\$28.06	\$28.78	\$29.94	\$30.54	\$31.90	\$32.92	\$33.43
C12	\$31.01	\$31.81	\$32.64	\$33.52	\$37.34	\$37.90	\$38.52	\$39.66	\$40.74	\$41.82

- c. This schedule will be effective the first full pay period in June, 2027 and reflects a three percent (3%) general increase:

GRADE	HIRE	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
	1	2	3	4	5	6	7	8	9	10

C5	\$17.90	\$18.19	\$18.57	\$19.02	\$19.69	\$20.18	\$20.59	\$21.25	\$21.93	\$22.46
C6	\$19.10	\$19.72	\$20.11	\$20.54	\$20.89	\$21.41	\$21.84	\$22.63	\$23.39	\$23.82
C6.5	\$19.29	\$20.30	\$20.88	\$21.51	\$22.07	\$22.74	\$23.42	\$24.12	\$24.85	\$25.78
C6.5L	\$20.88	\$21.90	\$22.47	\$23.09	\$23.67	\$24.34	\$25.02	\$25.72	\$26.45	\$27.37
C7	\$19.57	\$20.44	\$20.92	\$21.62	\$22.71	\$23.29	\$23.90	\$24.57	\$25.31	\$26.47
C7L	\$21.17	\$22.02	\$22.52	\$23.22	\$24.31	\$24.87	\$25.48	\$26.16	\$26.89	\$28.06
C8	\$21.43	\$22.32	\$23.07	\$23.89	\$24.86	\$25.66	\$26.33	\$27.15	\$27.96	\$28.64
C8.5	\$22.50	\$23.41	\$24.40	\$25.62	\$26.52	\$27.71	\$28.36	\$29.65	\$30.77	\$31.30
C8.5L	\$24.08	\$25.01	\$26.00	\$27.21	\$28.12	\$29.30	\$29.95	\$31.24	\$32.36	\$32.89
C9	\$23.55	\$24.50	\$25.24	\$26.00	\$26.74	\$27.94	\$28.56	\$29.97	\$31.01	\$31.55
C10	\$26.44	\$26.99	\$28.14	\$28.90	\$29.64	\$30.84	\$31.46	\$32.86	\$33.91	\$34.43
C12	\$31.94	\$32.76	\$33.62	\$34.53	\$38.46	\$39.04	\$39.68	\$40.85	\$41.96	\$43.07

d. This schedule will be effective the first full pay period in June, 2028 and reflects a three percent (3%) general increase:

GRADE	HIRE	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	24 <sup>th</sup> Year Anniv
	1	2	3	4	5	6	7	8	9	10	11
C5	\$18.44	\$18.74	\$19.13	\$19.59	\$20.28	\$20.79	\$21.21	\$21.89	\$22.59	\$23.13	\$23.71
C6	\$19.67	\$20.31	\$20.71	\$21.16	\$21.52	\$22.05	\$22.50	\$23.31	\$24.09	\$24.53	\$25.15
C6.5	\$19.87	\$20.91	\$21.51	\$22.16	\$22.73	\$23.42	\$24.12	\$24.84	\$25.60	\$26.55	\$27.21
C6.5L	\$21.51	\$22.56	\$23.14	\$23.78	\$24.38	\$25.07	\$25.77	\$26.49	\$27.24	\$28.09	\$28.79
C7	\$20.16	\$21.05	\$21.55	\$22.27	\$23.39	\$23.99	\$24.62	\$25.31	\$26.07	\$27.26	\$27.94
C7L	\$21.81	\$22.68	\$23.20	\$23.92	\$25.04	\$25.62	\$26.24	\$26.94	\$27.70	\$28.90	\$29.62
C8	\$22.07	\$22.99	\$23.76	\$24.61	\$25.61	\$26.43	\$27.12	\$27.96	\$28.80	\$29.50	\$30.24
C8.5	\$23.18	\$24.11	\$25.13	\$26.39	\$27.32	\$28.54	\$29.21	\$30.54	\$31.69	\$32.24	\$33.04
C8.5L	\$24.80	\$25.76	\$26.78	\$28.03	\$28.96	\$30.18	\$30.85	\$32.18	\$33.33	\$33.88	\$34.72
C9	\$24.26	\$25.24	\$26.00	\$26.78	\$27.54	\$28.78	\$29.42	\$30.87	\$31.94	\$32.50	\$33.31

C10	\$27.23	\$27.80	\$28.98	\$29.77	\$30.53	\$31.77	\$32.40	\$33.85	\$34.93	\$35.46	\$36.35
C12	\$32.90	\$33.74	\$34.63	\$35.57	\$39.61	\$40.21	\$40.87	\$42.08	\$43.22	\$44.36	\$45.47

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. Any employee covered by these Agreements who transfers from one Employer/Hospital to another Employer/Hospital in the Catholic Health system and remains in the same job title (also covered by these Agreements), shall maintain the same rate of pay and the same salary review date from the prior Employer/Hospital. Any employee not covered by these Agreements who transfers from one Employer/Hospital to another Employer/Hospital in the Catholic Health system will be placed on the applicable wage scale above based on their job title and prior related experience.

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 an employee's position be downgraded, 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 7 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;
- Step 11 Twenty-four (24) years (commencing the first full pay period in June, 2028).

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 retreat from the position or do not survive the trial period associated with the new position, shall return to the pay grade and step they were in prior to the transfer (or the next step if the employee achieved a step advancement while in the higher grade).

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. Charge/Lead/Preceptor Pay and Shift Differential:

- a. Employees in other than lead titles, shall be paid an additional one dollar and fifty cents (\$1.50) per hour when assigned charge/lead responsibilities.
- b. All employees promoted to lead positions shall receive a minimum of a one dollar (\$1.50) per hour increase.
- c. Employees shall be paid an additional two dollars (\$2.00) per hour, when assigned preceptor responsibilities.
- d. Shift differential shall be:
  - 1. \$2.00 per hour for the evening shift (3:00 pm -11:00 pm); and
  - 2. \$2.75 per hour for the night shift (11:00 pm -7:00 am).

Section 11. Should the Employers/Hospitals decide there is a need for weekend only positions, the rate of pay will be one and one-half (1.5) times the base rate at Step 5 of the appropriate grade.

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  
Receptionist

Labor Grade C6

Nutrition Office Clerk

Labor Grade C6.5

Birth Registrar Correspondence Clerk  
Correspondence Secretary  
Health Information Clerk  
Ship & Receive Clerk  
Storeroom Clerk  
Switchboard Operator – Day and Evening Shift 75  
Switchboard Operator – Night Shift 80  
Unit Clerk  
Unit Clerk – ED

Labor Grade C6.5L

Lead Switchboard Operator

Labor Grade C7

Administrative Assistant II  
Chart Analyst  
Cashier  
Patient Service Specialist – PCC  
Pharmacy Purchasing Assistant  
Pre-Surgical Liaison  
Secretary – Patient Care Services  
Secretary – Perinatal  
Secretary – Rehab  
Staffing Clerk

Labor Grade C8

Billing Secretary  
Coordinator Surgical Scheduling  
Lead Storeroom Clerk  
Materials Coordinator  
Radiology Office Clerk  
Scheduling Secretary  
Scheduler Invasive – EP  
Scheduler Invasive – PST  
Secretary – Stress/Echo  
Service Representative EKG  
Surgical Post Case & Charging Clerk

Labor Grade C8.5

Patient Access Specialist

Labor Grade C8.5L

Lead Patient Access Specialist

Labor Grade C9

Registration Reimbursement Coordinator

Labor Grade C10

Pharmacy Purchaser

Labor Grade C12

Coder/Analyst

**Article 63  
Technical Salaries**

Section 1. a. This new base scale for all technical employees will be effective the first full pay period in June, 2025:

GRADE	HIRE	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
	1	2	3	4	5	6	7	8	9	10
T9	\$22.19	\$23.10	\$23.79	\$24.50	\$25.21	\$26.34	\$26.92	\$28.24	\$29.23	\$29.74
T9.5	\$24.33	\$24.96	\$25.62	\$26.32	\$27.04	\$27.74	\$28.47	\$29.18	\$29.89	\$30.63
T10	\$26.41	\$27.21	\$27.91	\$28.74	\$29.54	\$30.36	\$31.18	\$31.99	\$32.83	\$33.69
T10L	\$28.41	\$29.21	\$29.91	\$30.74	\$31.54	\$32.36	\$33.18	\$33.99	\$34.83	\$35.69
T11	\$27.57	\$28.29	\$28.98	\$29.68	\$30.35	\$31.09	\$31.78	\$32.46	\$33.20	\$33.93
T11B	\$30.46	\$31.18	\$31.90	\$32.62	\$33.36	\$34.15	\$35.45	\$36.27	\$37.09	\$37.96
T11BL	\$32.46	\$33.18	\$33.90	\$34.62	\$35.36	\$36.15	\$37.45	\$38.27	\$39.09	\$39.96
T11.5	\$31.73	\$32.47	\$33.23	\$33.98	\$34.75	\$35.57	\$36.93	\$37.78	\$38.64	\$39.54
T11.5L	\$33.73	\$34.47	\$35.23	\$35.98	\$36.75	\$37.57	\$38.93	\$39.78	\$40.64	\$41.54
T12	\$32.74	\$33.70	\$34.54	\$35.40	\$36.29	\$37.18	\$38.32	\$39.27	\$40.22	\$41.18
T12L	\$34.74	\$35.70	\$36.54	\$37.40	\$38.29	\$39.18	\$40.32	\$41.27	\$42.22	\$43.18
T12.5	\$33.74	\$34.89	\$35.82	\$36.80	\$37.80	\$38.77	\$39.71	\$40.76	\$41.78	\$42.83
T12.5L	\$35.74	\$36.89	\$37.82	\$38.80	\$39.80	\$40.77	\$41.71	\$42.76	\$43.78	\$44.83
T13	\$34.07	\$35.15	\$36.05	\$36.98	\$37.98	\$38.93	\$39.86	\$40.99	\$42.11	\$43.16
T13L	\$36.07	\$37.15	\$38.05	\$38.98	\$39.98	\$40.93	\$41.86	\$42.99	\$44.11	\$45.16
T13.5	\$34.96	\$35.93	\$36.92	\$37.88	\$38.91	\$39.93	\$40.93	\$41.92	\$43.03	\$44.88
T13.5L	\$36.96	\$37.93	\$38.92	\$39.88	\$40.91	\$41.93	\$42.93	\$43.92	\$45.03	\$46.88
T14	\$36.16	\$37.22	\$38.17	\$39.19	\$40.12	\$41.15	\$42.20	\$43.16	\$44.32	\$46.23
T14L	\$38.16	\$39.22	\$40.17	\$41.19	\$42.12	\$43.15	\$44.20	\$45.16	\$46.32	\$48.23
T14B	\$36.82	\$37.83	\$38.88	\$39.88	\$40.87	\$41.92	\$43.12	\$44.15	\$45.32	\$47.27
T14BL	\$38.82	\$39.83	\$40.88	\$41.88	\$42.87	\$43.92	\$45.12	\$46.15	\$47.32	\$49.27

T14C	\$37.05	\$38.08	\$39.17	\$40.46	\$41.65	\$42.17	\$43.12	\$44.15	\$45.32	\$47.27
T14CL	\$39.05	\$40.08	\$41.17	\$42.46	\$43.65	\$44.17	\$45.12	\$46.15	\$47.32	\$49.27
T14.5	\$38.20	\$39.22	\$40.32	\$41.33	\$42.41	\$43.48	\$44.63	\$45.68	\$46.93	\$48.19
T14.5L	\$40.20	\$41.22	\$42.32	\$43.33	\$44.41	\$45.48	\$46.63	\$47.68	\$48.93	\$50.19
T15	\$39.58	\$40.62	\$41.69	\$42.82	\$43.91	\$45.04	\$46.13	\$47.24	\$48.51	\$49.81
T15L	\$41.58	\$42.62	\$43.69	\$44.82	\$45.91	\$47.04	\$48.13	\$49.24	\$50.51	\$51.81
T15B	\$40.41	\$41.50	\$42.62	\$43.79	\$44.95	\$46.01	\$47.05	\$48.25	\$49.55	\$50.91
T15BL	\$42.41	\$43.50	\$44.62	\$45.79	\$46.95	\$48.01	\$49.05	\$50.25	\$51.55	\$52.91
T15C	\$41.24	\$42.38	\$43.54	\$44.76	\$45.98	\$46.99	\$47.97	\$49.23	\$50.60	\$52.02
T15CL	\$43.24	\$44.38	\$45.54	\$46.76	\$47.98	\$48.99	\$49.97	\$51.23	\$52.60	\$54.02
T15.5	\$42.08	\$43.26	\$44.47	\$45.74	\$47.02	\$47.96	\$48.89	\$50.23	\$51.64	\$53.11
T15.5L	\$44.08	\$45.26	\$46.47	\$47.74	\$49.02	\$49.96	\$50.89	\$52.23	\$53.64	\$55.11
T15.5B	\$43.62	\$44.81	\$46.27	\$47.54	\$48.82	\$49.76	\$50.70	\$52.04	\$53.45	\$54.91
T15.5BL	\$45.62	\$46.81	\$48.27	\$49.54	\$50.82	\$51.76	\$52.70	\$54.04	\$55.45	\$56.91
T16	\$44.57	\$45.89	\$47.24	\$48.65	\$50.13	\$50.88	\$51.64	\$53.21	\$54.77	\$56.41
T16L	\$46.57	\$47.89	\$49.24	\$50.65	\$52.13	\$52.88	\$53.64	\$55.21	\$56.77	\$58.41

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.

- b. This schedule will be effective the first full pay period in June 2026 and reflects a three percent (3%) general increase:

GRADE	HIRE	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
	1	2	3	4	5	6	7	8	9	10
T9	\$22.86	\$23.79	\$24.50	\$25.24	\$25.97	\$27.13	\$27.73	\$29.09	\$30.11	\$30.63
T9.5	\$25.06	\$25.71	\$26.39	\$27.11	\$27.85	\$28.57	\$29.32	\$30.06	\$30.79	\$31.55

T10	\$27.20	\$28.03	\$28.75	\$29.60	\$30.43	\$31.27	\$32.12	\$32.95	\$33.81	\$34.70
T10L	\$29.26	\$30.09	\$30.81	\$31.66	\$32.49	\$33.33	\$34.18	\$35.01	\$35.87	\$36.76
T11	\$28.40	\$29.14	\$29.85	\$30.57	\$31.26	\$32.02	\$32.73	\$33.43	\$34.20	\$34.95
T11B	\$31.37	\$32.12	\$32.86	\$33.60	\$34.36	\$35.17	\$36.51	\$37.36	\$38.20	\$39.10
T11BL	\$33.43	\$34.18	\$34.92	\$35.66	\$36.42	\$37.23	\$38.57	\$39.42	\$40.26	\$41.16
T11.5	\$32.68	\$33.44	\$34.23	\$35.00	\$35.79	\$36.64	\$38.04	\$38.91	\$39.80	\$40.73
T11.5L	\$34.74	\$35.50	\$36.29	\$37.06	\$37.85	\$38.70	\$40.10	\$40.97	\$41.86	\$42.79
T12	\$33.72	\$34.71	\$35.58	\$36.46	\$37.38	\$38.30	\$39.47	\$40.45	\$41.43	\$42.42
T12L	\$35.78	\$36.77	\$37.64	\$38.52	\$39.44	\$40.36	\$41.53	\$42.51	\$43.49	\$44.48
T12.5	\$34.75	\$35.94	\$36.89	\$37.90	\$38.93	\$39.93	\$40.90	\$41.98	\$43.03	\$44.11
T12.5L	\$36.81	\$38.00	\$38.95	\$39.96	\$40.99	\$41.99	\$42.96	\$44.04	\$45.09	\$46.17
T13	\$35.09	\$36.20	\$37.13	\$38.09	\$39.12	\$40.10	\$41.06	\$42.22	\$43.37	\$44.45
T13L	\$37.15	\$38.26	\$39.19	\$40.15	\$41.18	\$42.16	\$43.12	\$44.28	\$45.43	\$46.51
T13.5	\$36.01	\$37.01	\$38.03	\$39.02	\$40.08	\$41.13	\$42.16	\$43.18	\$44.32	\$46.23
T13.5L	\$38.07	\$39.07	\$40.09	\$41.08	\$42.14	\$43.19	\$44.22	\$45.24	\$46.38	\$48.29
T14	\$37.24	\$38.34	\$39.32	\$40.37	\$41.32	\$42.38	\$43.47	\$44.45	\$45.65	\$47.62
T14L	\$39.30	\$40.40	\$41.38	\$42.43	\$43.38	\$44.44	\$45.53	\$46.51	\$47.71	\$49.68
T14B	\$37.92	\$38.96	\$40.05	\$41.08	\$42.10	\$43.18	\$44.41	\$45.47	\$46.68	\$48.69
T14BL	\$39.98	\$41.02	\$42.11	\$43.14	\$44.16	\$45.24	\$46.47	\$47.53	\$48.74	\$50.75
T14C	\$38.16	\$39.22	\$40.35	\$41.67	\$42.90	\$43.44	\$44.41	\$45.47	\$46.68	\$48.69
T14CL	\$40.22	\$41.28	\$42.41	\$43.73	\$44.96	\$45.50	\$46.47	\$47.53	\$48.74	\$50.75
T14.5	\$39.35	\$40.40	\$41.53	\$42.57	\$43.68	\$44.78	\$45.97	\$47.05	\$48.34	\$49.64
T14.5L	\$41.41	\$42.46	\$43.59	\$44.63	\$45.74	\$46.84	\$48.03	\$49.11	\$50.40	\$51.70
T15	\$40.77	\$41.84	\$42.94	\$44.10	\$45.23	\$46.39	\$47.51	\$48.66	\$49.97	\$51.30
T15L	\$42.83	\$43.90	\$45.00	\$46.16	\$47.29	\$48.45	\$49.57	\$50.72	\$52.03	\$53.36
T15B	\$41.62	\$42.75	\$43.90	\$45.10	\$46.30	\$47.39	\$48.46	\$49.70	\$51.04	\$52.44
T15BL	\$43.68	\$44.81	\$45.96	\$47.16	\$48.36	\$49.45	\$50.52	\$51.76	\$53.10	\$54.50

T15C	\$42.48	\$43.65	\$44.85	\$46.10	\$47.36	\$48.40	\$49.41	\$50.71	\$52.12	\$53.58
T15CL	\$44.54	\$45.71	\$46.91	\$48.16	\$49.42	\$50.46	\$51.47	\$52.77	\$54.18	\$55.64
T15.5	\$43.34	\$44.56	\$45.80	\$47.11	\$48.43	\$49.40	\$50.36	\$51.74	\$53.19	\$54.70
T15.5L	\$45.40	\$46.62	\$47.86	\$49.17	\$50.49	\$51.46	\$52.42	\$53.80	\$55.25	\$56.76
T15.5B	\$44.93	\$46.15	\$47.66	\$48.97	\$50.28	\$51.25	\$52.22	\$53.60	\$55.05	\$56.56
T15.5BL	\$46.93	\$48.15	\$49.66	\$50.97	\$52.28	\$53.25	\$54.22	\$55.60	\$57.05	\$58.56
T16	\$45.91	\$47.27	\$48.66	\$50.11	\$51.63	\$52.41	\$53.19	\$54.81	\$56.41	\$58.10
T16L	\$47.97	\$49.33	\$50.72	\$52.17	\$53.69	\$54.47	\$55.25	\$56.87	\$58.47	\$60.16

c. This schedule will be effective the first full pay period in June, 2027 and reflects a three percent (3%) general increase:

GRADE	HIRE	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
	1	2	3	4	5	6	7	8	9	10
T9	\$23.55	\$24.50	\$25.24	\$26.00	\$26.75	\$27.94	\$28.56	\$29.96	\$31.01	\$31.55
T9.5	\$25.81	\$26.48	\$27.18	\$27.92	\$28.69	\$29.43	\$30.20	\$30.96	\$31.71	\$32.50
T10	\$28.02	\$28.87	\$29.61	\$30.49	\$31.34	\$32.21	\$33.08	\$33.94	\$34.82	\$35.74
T10L	\$30.14	\$30.99	\$31.73	\$32.61	\$33.46	\$34.33	\$35.21	\$36.06	\$36.95	\$37.86
T11	\$29.25	\$30.01	\$30.75	\$31.49	\$32.20	\$32.98	\$33.71	\$34.43	\$35.23	\$36.00
T11B	\$32.31	\$33.08	\$33.85	\$34.61	\$35.39	\$36.23	\$37.61	\$38.48	\$39.35	\$40.27
T11BL	\$34.43	\$35.21	\$35.97	\$36.73	\$37.51	\$38.35	\$39.73	\$40.60	\$41.47	\$42.39
T11.5	\$33.66	\$34.44	\$35.26	\$36.05	\$36.86	\$37.74	\$39.18	\$40.08	\$40.99	\$41.95
T11.5L	\$35.78	\$36.57	\$37.38	\$38.17	\$38.99	\$39.86	\$41.30	\$42.20	\$43.12	\$44.07
T12	\$34.73	\$35.75	\$36.65	\$37.55	\$38.50	\$39.45	\$40.65	\$41.66	\$42.67	\$43.69
T12L	\$36.85	\$37.87	\$38.77	\$39.68	\$40.62	\$41.57	\$42.78	\$43.79	\$44.79	\$45.81
T12.5	\$35.79	\$37.02	\$38.00	\$39.04	\$40.10	\$41.13	\$42.13	\$43.24	\$44.32	\$45.43
T12.5L	\$37.91	\$39.14	\$40.12	\$41.16	\$42.22	\$43.25	\$44.25	\$45.36	\$46.44	\$47.56
T13	\$36.14	\$37.29	\$38.24	\$39.23	\$40.29	\$41.30	\$42.29	\$43.49	\$44.67	\$45.78

T13L	\$38.26	\$39.41	\$40.37	\$41.35	\$42.42	\$43.42	\$44.41	\$45.61	\$46.79	\$47.91
T13.5	\$37.09	\$38.12	\$39.17	\$40.19	\$41.28	\$42.36	\$43.42	\$44.48	\$45.65	\$47.62
T13.5L	\$39.21	\$40.24	\$41.29	\$42.31	\$43.40	\$44.49	\$45.55	\$46.60	\$47.77	\$49.74
T14	\$38.36	\$39.49	\$40.50	\$41.58	\$42.56	\$43.65	\$44.77	\$45.78	\$47.02	\$49.05
T14L	\$40.48	\$41.61	\$42.62	\$43.70	\$44.68	\$45.77	\$46.90	\$47.91	\$49.14	\$51.17
T14B	\$39.06	\$40.13	\$41.25	\$42.31	\$43.36	\$44.48	\$45.74	\$46.83	\$48.08	\$50.15
T14BL	\$41.18	\$42.25	\$43.37	\$44.43	\$45.48	\$46.60	\$47.86	\$48.96	\$50.20	\$52.27
T14C	\$39.30	\$40.40	\$41.56	\$42.92	\$44.19	\$44.74	\$45.74	\$46.83	\$48.08	\$50.15
T14CL	\$41.43	\$42.52	\$43.68	\$45.04	\$46.31	\$46.87	\$47.86	\$48.96	\$50.20	\$52.27
T14.5	\$40.53	\$41.61	\$42.78	\$43.85	\$44.99	\$46.12	\$47.35	\$48.46	\$49.79	\$51.13
T14.5L	\$42.65	\$43.73	\$44.90	\$45.97	\$47.11	\$48.25	\$49.47	\$50.58	\$51.91	\$53.25
T15	\$41.99	\$43.10	\$44.23	\$45.42	\$46.59	\$47.78	\$48.94	\$50.12	\$51.47	\$52.84
T15L	\$44.11	\$45.22	\$46.35	\$47.54	\$48.71	\$49.90	\$51.06	\$52.24	\$53.59	\$54.96
T15B	\$42.87	\$44.03	\$45.22	\$46.45	\$47.69	\$48.81	\$49.91	\$51.19	\$52.57	\$54.01
T15BL	\$44.99	\$46.15	\$47.34	\$48.57	\$49.81	\$50.93	\$52.04	\$53.31	\$54.69	\$56.14
T15C	\$43.75	\$44.96	\$46.20	\$47.48	\$48.78	\$49.85	\$50.89	\$52.23	\$53.68	\$55.19
T15CL	\$45.88	\$47.08	\$48.32	\$49.60	\$50.90	\$51.97	\$53.01	\$54.35	\$55.81	\$57.31
T15.5	\$44.64	\$45.90	\$47.17	\$48.52	\$49.88	\$50.88	\$51.87	\$53.29	\$54.79	\$56.34
T15.5L	\$46.76	\$48.02	\$49.30	\$50.65	\$52.00	\$53.00	\$53.99	\$55.41	\$56.91	\$58.46
T15.5B	\$46.28	\$47.53	\$49.09	\$50.44	\$51.79	\$52.79	\$53.79	\$55.21	\$56.70	\$58.26
T15.5BL	\$48.28	\$49.53	\$51.09	\$52.44	\$53.79	\$54.79	\$55.79	\$57.21	\$58.70	\$60.26
T16	\$47.29	\$48.69	\$50.12	\$51.61	\$53.18	\$53.98	\$54.79	\$56.45	\$58.10	\$59.84
T16L	\$49.41	\$50.81	\$52.24	\$53.74	\$55.30	\$56.10	\$56.91	\$58.58	\$60.22	\$61.96

d. This schedule will be effective the first full pay period in June, 2028 and reflects a three percent (3%) general increase:

GRADE	HIRE	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	24 <sup>th</sup> Year Anniv
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	1	2	3	4	5	6	7	8	9	10	11
T9	\$24.26	\$25.24	\$26.00	\$26.78	\$27.55	\$28.78	\$29.42	\$30.86	\$31.94	\$32.50	\$33.31
T9.5	\$26.58	\$27.27	\$28.00	\$28.76	\$29.55	\$30.31	\$31.11	\$31.89	\$32.66	\$33.48	\$34.32
T10	\$28.86	\$29.74	\$30.50	\$31.40	\$32.28	\$33.18	\$34.07	\$34.96	\$35.86	\$36.81	\$37.73
T10L	\$31.04	\$31.92	\$32.68	\$33.59	\$34.46	\$35.36	\$36.27	\$37.14	\$38.06	\$39.00	\$39.98
T11	\$30.13	\$30.91	\$31.67	\$32.43	\$33.17	\$33.97	\$34.72	\$35.46	\$36.29	\$37.08	\$38.01
T11B	\$33.28	\$34.07	\$34.87	\$35.65	\$36.45	\$37.32	\$38.74	\$39.63	\$40.53	\$41.48	\$42.52
T11BL	\$35.46	\$36.27	\$37.05	\$37.83	\$38.64	\$39.50	\$40.92	\$41.82	\$42.71	\$43.66	\$44.75
T11.5	\$34.67	\$35.47	\$36.32	\$37.13	\$37.97	\$38.87	\$40.36	\$41.28	\$42.22	\$43.21	\$44.29
T11.5L	\$36.85	\$37.67	\$38.50	\$39.32	\$40.16	\$41.06	\$42.54	\$43.47	\$44.41	\$45.39	\$46.52
T12	\$35.77	\$36.82	\$37.75	\$38.68	\$39.66	\$40.63	\$41.87	\$42.91	\$43.95	\$45.00	\$46.13
T12L	\$37.96	\$39.01	\$39.93	\$40.87	\$41.84	\$42.82	\$44.06	\$45.10	\$46.13	\$47.18	\$48.36
T12.5	\$36.86	\$38.13	\$39.14	\$40.21	\$41.30	\$42.36	\$43.39	\$44.54	\$45.65	\$46.79	\$47.96
T12.5L	\$39.05	\$40.31	\$41.32	\$42.39	\$43.49	\$44.55	\$45.58	\$46.72	\$47.83	\$48.99	\$50.21
T13	\$37.22	\$38.41	\$39.39	\$40.41	\$41.50	\$42.54	\$43.56	\$44.79	\$46.01	\$47.15	\$48.33
T13L	\$39.41	\$40.59	\$41.58	\$42.59	\$43.69	\$44.72	\$45.74	\$46.98	\$48.19	\$49.35	\$50.58
T13.5	\$38.20	\$39.26	\$40.35	\$41.40	\$42.52	\$43.63	\$44.72	\$45.81	\$47.02	\$49.05	\$50.28
T13.5L	\$40.39	\$41.45	\$42.53	\$43.58	\$44.70	\$45.82	\$46.92	\$48.00	\$49.20	\$51.23	\$52.51
T14	\$39.51	\$40.67	\$41.72	\$42.83	\$43.84	\$44.96	\$46.11	\$47.15	\$48.43	\$50.52	\$51.78
T14L	\$41.69	\$42.86	\$43.90	\$45.01	\$46.02	\$47.14	\$48.31	\$49.35	\$50.61	\$52.71	\$54.03
T14B	\$40.23	\$41.33	\$42.49	\$43.58	\$44.66	\$45.81	\$47.11	\$48.23	\$49.52	\$51.65	\$52.94
T14BL	\$42.42	\$43.52	\$44.67	\$45.76	\$46.84	\$48.00	\$49.30	\$50.43	\$51.71	\$53.84	\$55.19
T14C	\$40.48	\$41.61	\$42.81	\$44.21	\$45.52	\$46.08	\$47.11	\$48.23	\$49.52	\$51.65	\$52.94
T14CL	\$42.67	\$43.80	\$44.99	\$46.39	\$47.70	\$48.28	\$49.30	\$50.43	\$51.71	\$53.84	\$55.19
T14.5	\$41.75	\$42.86	\$44.06	\$45.17	\$46.34	\$47.50	\$48.77	\$49.91	\$51.28	\$52.66	\$53.98
T14.5L	\$43.93	\$45.04	\$46.25	\$47.35	\$48.52	\$49.70	\$50.95	\$52.10	\$53.47	\$54.85	\$56.22
T15	\$43.25	\$44.39	\$45.56	\$46.78	\$47.99	\$49.21	\$50.41	\$51.62	\$53.01	\$54.43	\$55.79

T15L	\$45.43	\$46.58	\$47.74	\$48.97	\$50.17	\$51.40	\$52.59	\$53.81	\$55.20	\$56.61	\$58.03
T15B	\$44.16	\$45.35	\$46.58	\$47.84	\$49.12	\$50.27	\$51.41	\$52.73	\$54.15	\$55.63	\$57.02
T15BL	\$46.34	\$47.53	\$48.76	\$50.03	\$51.30	\$52.46	\$53.60	\$54.91	\$56.33	\$57.82	\$59.27
T15C	\$45.06	\$46.31	\$47.59	\$48.90	\$50.24	\$51.35	\$52.42	\$53.80	\$55.29	\$56.85	\$58.27
T15CL	\$47.26	\$48.49	\$49.77	\$51.09	\$52.43	\$53.53	\$54.60	\$55.98	\$57.48	\$59.03	\$60.51
T15.5	\$45.98	\$47.28	\$48.59	\$49.98	\$51.38	\$52.41	\$53.43	\$54.89	\$56.43	\$58.03	\$59.48
T15.5L	\$48.16	\$49.46	\$50.78	\$52.17	\$53.56	\$54.59	\$55.61	\$57.07	\$58.62	\$60.21	\$61.72
T15.5B	\$47.67	\$48.96	\$50.56	\$51.95	\$53.34	\$54.37	\$55.40	\$56.87	\$58.40	\$60.01	\$61.51
T15.5BL	\$49.67	\$50.96	\$52.56	\$53.95	\$55.34	\$56.37	\$57.40	\$58.87	\$60.40	\$62.01	\$63.56
T16	\$48.71	\$50.15	\$51.62	\$53.16	\$54.78	\$55.60	\$56.43	\$58.14	\$59.84	\$61.64	\$63.18
T16L	\$50.89	\$52.33	\$53.81	\$55.35	\$56.96	\$57.78	\$58.62	\$60.34	\$62.03	\$63.82	\$65.42

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. Any employee covered by these Agreements who transfers from one Employer/Hospital to another Employer/Hospital in the Catholic Health system and remains in the same job title (also covered by these Agreements), shall maintain the same rate of pay and the same salary review date from the prior Employer/Hospital. Any employee not covered by these Agreements who transfers from one Employer/Hospital to another Employer/Hospital in the Catholic Health system will be placed on the applicable wage scale above based on their job title and prior related experience.

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 an employee's position be downgraded, 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. Employees will be started in the above Step 1 through 7 based on their prior related experience.

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;
- Step 11 Twenty-four (24) years (commencing the first full pay period in June, 2028).

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.

The following promotion language will apply to employees in the Imaging Department:

- a. Employees who are promoted from a Radiology Technologist to a Mammography Technologist shall be placed in the same step in the higher grade. Such employee shall progress through the steps based on the date they began their first technical Imaging position.
- b. Employees who are promoted from a Radiology Technologist or a Mammography Technologist to a CT Technologist, a Certified CT Technologist, MRI Technologist, Certified MRI Technologist, Special Procedure Technologist - Interventional Radiology, or an Invasive Interventional Radiology Technologist shall be placed in the same step in the higher grade. Such employee shall progress through the steps based on the date they began their first technical Imaging position.

Section 8. Employees who bid on and are accepted into a position that commands a higher grade and who retreat from the position or do not survive the trial period associated with the new position, shall return to the pay grade and step they were in prior to the transfer (or the next step if the employee achieved a step advancement while in the higher grade).

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. Charge/Lead/Preceptor Pay and Shift Differential:

- a. Employees in other than lead titles, shall be paid an additional one dollar and fifty cents (\$1.50) per hour when assigned charge/lead responsibilities.
- b. Employees shall be paid an additional two dollars and seventy-five cents (\$2.75) per hour, when assigned preceptor responsibilities.
- c. Shift differential shall be:

1. \$2.00 per hour for the evening shift (3:00 pm – 11:00 pm); and
2. \$3.25 per hour for the night shift (11:00 pm – 7:00 am).

Section 11. Should the Employers/Hospitals decide there is a need for weekend only positions, the rate of pay will be one and one-half (1.5) times the base rate at Step 5 of the appropriate grade.

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 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 13. 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 T11

Respiratory Therapy Technician/Sleep  
Respiratory Therapy Technicians  
Sleep Technician

Labor Grade T11B

Licensed Practical Nurse

*\*Graduate Licensed Practice Nurses will be paid at a rate of \$1.00 less than the Step 1 rate for Licensed Practice Nurses until they pass their boards, at which time they will move into the Step 1 rate. This change shall be effective the first full pay period following the exam.*

Labor Grade T11BL

Licensed Practical Nurse - Team Leader

Labor Grade T12

Materials Clerk (OR)  
Surgical Technologist

Labor Grade T12L

Center Core Lead Surgical Technologist  
Lead Surgical Technologist Service Line

Labor Grade T13

Surgical Technologist – Cardiac OR

Labor Grade T13.5

Radiology Technologist

Labor Grade 13.5L

Lead Radiology Technologist

Labor Grade T14

Mammography Technologist

Labor Grade T14L

Lead Mammography Technologist

Labor Grade T14.5

CT Technologist

MRI Technologist

Respiratory Therapist

Sleep Respiratory Therapist

Sleep Technologist

Special Procedure Technologist

Special Procedure Technologist: Interventional Radiology

Labor Grade T14.5L

Lead Sleep Technologist

Labor Grade T15

Certified CT Technologist

Certified MRI Technologist

Labor Grade T15L

Lead Certified CT Technologist

Lead Certified MRI Technologist

Labor Grade T15B

Certified Ultrasound Technologist

Invasive Interventional Radiology Technologist

Labor Grade T15BL

Lead Certified Ultrasound Technologist

Lead Invasive Interventional Radiology Technologist

Labor Grade T15.5

Echo Technologist – Certified Cardiac Sonographer

Perinatal Ultrasound Technologist

Labor Grade 15.5B

Registered Vascular Technologist

Labor Grade 15.5BL

Lead Registered Vascular Technologist

Labor Grade T16

Transcranial Ultrasound

Labor Grade T16L

Lead RVT/Transcranial Ultrasound Technologist

**Article 64  
Registered Nurse Salaries**

Section 1. a. This new base scale for registered nurses will be effective the first full pay period in June, 2025:

GRADE	HIRE	1st Year Anniv	2nd Year Anniv	3rd Year Anniv	4th Year Anniv	5th Year Anniv	8th Year Anniv	12th Year Anniv	16th Year Anniv	20th Year Anniv
	1	2	3	4	5	6	7	8	9	10
RN1	\$41.79	\$43.62	\$44.32	\$45.10	\$48.99	\$50.00	\$54.43	\$55.20	\$56.22	\$57.84
RN2	\$43.83	\$45.93	\$47.28	\$48.76	\$50.50	\$51.50	\$56.05	\$56.85	\$57.90	\$59.50

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.

b. This schedule will be effective the first full pay period in June, 2026 and reflects a three percent (3%) general increase:

GRADE	HIRE	1st Year Anniv	2nd Year Anniv	3rd Year Anniv	4th Year Anniv	5th Year Anniv	8th Year Anniv	12th Year Anniv	16th Year Anniv	20th Year Anniv
	1	2	3	4	5	6	7	8	9	10
RN1	\$43.04	\$44.93	\$45.65	\$46.45	\$50.46	\$51.50	\$56.06	\$56.86	\$57.91	\$59.58
RN2	\$45.14	\$47.31	\$48.70	\$50.22	\$52.02	\$53.05	\$57.73	\$58.56	\$59.64	\$61.29

c. This schedule will be effective the first full pay period in June, 2027 and reflects a three percent (3%) general increase:

GRADE	HIRE	1st Year Anniv	2nd Year Anniv	3rd Year Anniv	4th Year Anniv	5th Year Anniv	8th Year Anniv	12th Year Anniv	16th Year Anniv	20th Year Anniv
	1	2	3	4	5	6	7	8	9	10
RN1	\$44.33	\$46.28	\$47.02	\$47.84	\$51.97	\$53.05	\$57.74	\$58.57	\$59.65	\$61.37
RN2	\$46.49	\$48.73	\$50.16	\$51.73	\$53.58	\$54.64	\$59.46	\$60.32	\$61.43	\$63.13

d. This schedule will be effective the first full pay period in June, 2028 and reflects a three percent

(3%) general increase:

GRADE	HIRE	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	24 <sup>th</sup> Year Anniv
	1	2	3	4	5	6	7	8	9	10	11
RN1	\$45.66	\$47.67	\$48.43	\$49.28	\$53.53	\$54.64	\$59.47	\$60.33	\$61.44	\$63.21	\$64.79
RN2	\$47.88	\$50.19	\$51.66	\$53.28	\$55.19	\$56.28	\$61.24	\$62.13	\$63.27	\$65.02	\$66.65

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. Any employee covered by these Agreements who transfers from one Employer/Hospital to another Employer/Hospital in the Catholic Health system and remains in the same job title (also covered by these Agreements), shall maintain the same rate of pay and the same salary review date from the prior Employer/Hospital. Any employee not covered by these Agreements who transfers from one Employer/Hospital to another Employer/Hospital in the Catholic Health system will be placed on the applicable wage scale above based on their job title and prior related experience.

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 an employee's position be downgraded, 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. Employees will be started in the above Step 1 through Step 7 based on their prior related experience.

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;
- Step 11 Twenty-four (24) years (commencing the first full pay period in June, 2028).

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. Charge/Preceptor Pay and Shift Differential:

- a. Employees assigned to charge duties shall be paid an additional three dollars (\$3.00) per hour for all hours worked in that assignment.
- b. Employees shall be paid an additional three dollars (\$3.00) per hour for all hours worked as a preceptor.
- c. Shift differential shall be:
  1. Two dollars (\$2.00) per hour for the evening shift (3:00 pm -11:00 pm); and
  2. Four dollars and fifty cents (\$4.50) per hour for the night shift (11:00 pm - 7:00 am).
  3. Four dollars and seventy-five cents (\$4.75) per hour for the night shift (11:00 pm - 7:00 am) for hard to fill night shift units/departments. Such units/departments will include the Emergency Department, Intensive Care Unit, Cardio-Vascular Intensive Care Unit and/or the Critical Care Float Pool.

Section 9. 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 10. For all hours worked on the weekend, weekend employees shall be paid the weekend rate of:

- a. \$71.03 per hour effective the first full pay period of June 2025;
- b. \$73.16 per hour effective the first full pay period of June 2026;
- c. \$75.35 per hour effective the first full pay period of June 2027;

- d. \$77.61 per hour effective the first full pay period of June 2028.

Section 11. 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 12. 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 65**  
**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 61, 62, 63, and 64 Salaries.

### **Article 66 Staffing Incentive Program**

Section 1. Any employee who picks up extra hours or shifts, or at the request of management works extra hours or shifts, above their weekly budgeted hours will be entitled to bonus payments as outlined below. Bonus payments are in addition to the employees' regular pay (or overtime rate, if applicable) as follows:

- a. twenty-one dollars (\$21.00) per hour for each extra hour picked up or worked at the request of management for Registered Nurses;
- b. sixteen dollars (\$16.00) per hour, for each extra hour picked up or worked at the request of management for Technical employees; and
- c. eleven dollars (\$11.00) per hour, for each extra hour picked up or worked at the request of management 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. Bonus payments will be paid to an employee for on-call hours paid when an employee is assigned on-call hours beyond their normally scheduled on-call requirements. Bonus will not be paid for "called in while on call" hours paid.

Section 5. 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, except for absences covered by NYS PSL, NYS Prenatal Leave, or when Section 5 of CT Article 49 (Weather Emergency) applies. The attendance policy will apply to call offs for shifts previously committed to.

Section 6. 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.

Section 7. For per diem employees, "working above budgeted hours" shall be defined as working above their minimum monthly commitment.

### **Article 67 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. 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/Hospitals as a condition of employment, at Employer/Hospital-sponsored committee meetings related to hospital practices or operations, and time spent in an Employer/Hospital 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 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 68 Registered Nurse/Preceptor**

Section 1. 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.

Section 2. 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 3. Part-time employees will be offered the option to orient on a full-time basis but shall not be required to do so. Orientation for employees working on a part-time basis will be extended until all requirements of orientation are met, but in no event less than sixteen (16) weeks.

Section 4. Preceptors shall be assigned on a one (1) to one (1) ratio. Employees who are precepting will not be assigned a student.

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. Preceptors will not be required to precept in other units unless they volunteer to do so or they float with their preceptee.

Section 5. GNs or RNs with no experience shall have a minimum twelve (12) week period of orientation on the unit or in the department. Time spent in classes will not count as part of unit orientation. This orientation period may be shortened by mutual agreement of the RN, management and the Union. During the period of time a nurse is being precepted, there will be regularly scheduled meetings, at least biweekly, between the preceptee, the preceptor, the nurse educator, and the nurse manager or designee for the purpose of evaluating the progress of the preceptee. The biweekly meeting may proceed even if the nurse educator is not available. The date, time, attendees, and a brief summary of the meeting will be documented in HealthStream. A Union representative will be offered to preceptees if, during these meetings, the Employers/Hospitals will raise:

- a. the possibility of requiring extended orientation; or
- b. that the orientee may not successfully complete orientation by failure to progress through competencies.

Section 6. The period of time an experienced 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 regularly scheduled meetings, at least bi-weekly, between the preceptee, the preceptor, the nurse educator, and the nurse manager or designee for the purpose of evaluating the progress of the preceptee. The meetings may proceed even if the nurse educator is not available. The date, time, attendees, and a brief summary of the meeting will be documented in HealthStream. A Union representative will be offered to preceptees if, during these meetings, the Employers/Hospitals will raise:

- a. the possibility of requiring extended orientation; or
- b. that the orientee may not successfully complete orientation by failure to progress through competencies.

Section 7. No GN shall be permitted to work without an RN present on the clinical unit at all times.

Section 8. Preceptors shall not be assigned as charge nurse or team leader, unless it is part of the training program. Preceptees will not be floated unless their preceptor is floated and the preceptee is floated to work with the preceptor.

Section 9. RN members of the bargaining unit may volunteer to become designated as a preceptor but will not be required to do so. Individuals will be eligible to attend preceptor training and act as a preceptor based on the following criteria:

- a. must have met the minimum acceptable 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) year, exclusive of orientation, of recent, appropriate, clinical experience in that specialty;
- e. successful completion of the Preceptor Training Program.

Section 10. In the event there are an insufficient number of volunteers meeting the eligibility requirements outlined in Section 9 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 and/or the Clinical Staffing Committee.

Section 11. 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 12. 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 13 Assignment to charge or team leader observation will be based on the recommendation of

the preceptor, nurse educator and nurse manager.

Section 15. Status of the preceptor program shall be a standing agenda item of the Workload and Staffing Committee and/or Clinical Staffing Committee at each site.

Section 16. Preceptors will be surveyed on an annual basis related to the effectiveness of the program including, but not limited to:

- a. the preceptors preparedness for their preceptor role;
- b. the need for additional information and/or support;
- c. the likelihood of the preceptor recommending another employee become a preceptor.

Section 17. Preceptor pay shall be defined in CT Article 64, Salaries.

### **Article 69 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. Individuals will be eligible to attend preceptor training and act as a preceptor based on the following criteria:

- a. Must have met the minimum acceptable standards on the most recent performance evaluation;
- b. No active Corrective Action Reports for practice errors and/or misconduct;
- c. Have successfully completed all competences and certifications as appropriate; and
- d. Have a minimum on one (1) year of recent, appropriate, clinical experience in that specialty/modality.

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 and/or the Clinical Staffing Committee.

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. Orientation for employees working on a part-time basis will be extended until all requirements of orientation are met, but in no event less than fourteen (14) weeks, with the exception of X-ray employees, for which a minimum of six (6) weeks shall apply.

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. Employees who

are precepting will not be assigned a student.

Section 6. Technical employees with no experience shall have a minimum ten (10) week period of orientation on the unit or in the department, with the following exceptions:

- a. Radiologic Technologists with no experience will have a minimum six (6) week period of orientation, long enough to become comfortable in all areas, including the OR.
- b. Respiratory Therapists and Mammography Technologists with no experience will have a minimum of six (6) week period of orientation.
- c. All other advanced technical modalities with no experience will have a minimum twelve (12) week period of orientation.
- d. Graduate practical nurses with no experience will have a minimum twelve (12) week orientation.

Section 7. The period of time an experienced 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. Time spent in classes will not count as part of the unit/department orientation. The orientation period may be shortened by mutual agreement of the Union, Management, and the employee. Evening and night orientees will be allowed to orient on day shift, at the manager's discretion.

Section 8. During the period of time an employee is being precepted, there will be regularly scheduled meetings, at least biweekly, between the preceptee, the preceptor and the manager or designee for the purpose of evaluating the progress of the preceptee. There will be evaluations completed at the thirty (30), sixty (60) and ninety (90) day marks of orientation, if applicable.

A Union representative will be offered if, during these meetings, the Employers/Hospitals will raise:

- a. the possibility of requiring extended orientation: or
- b. that the orientee may not successfully complete orientation by failure to progress through competencies.

Section 9. Each orientee will be provided with an orientation packet, which includes specific competency sign off records.

Section 10. Employees must be certified in CT and/or MRI and sit for and successfully pass the exam within eighteen (18) months after the end of their orientation period.

Section 11. Status of the preceptor program shall be a standing agenda item of the Workload and Staffing Committee and/or the Clinical Staffing Committee at each site.

Section 12. Preceptors will be surveyed on an annual basis related to the effectiveness of the program including, but not limited to:

- a. the preceptors perceived preparedness for their preceptor role;
- b. the need for additional information and/or support;
- c. the likelihood of the preceptor recommending another employee become a preceptor.

Section 13. Preceptor pay shall be defined in CT Article 63, Salaries. No employee shall be

required to precept a new or transferred employee if they will not be paid the preceptor pay.

**Article 70**  
**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. Individuals will be eligible to attend preceptor training and act as a preceptor based on the following criteria:

- a. must have met the minimum acceptable 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; and
- d. have a minimum of one (1) year of recent, appropriate, clinical experience in that specialty/modality.

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. Orientation for employees, working on a part-time basis will be extended until the full number of orientation days are worked and/or all requirements of orientation are met.

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 and/or Clinical Staffing Committee.

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

- a. preceptors shall be assigned on a one to one basis;
- b. employees who are precepting will not be assigned a student;
- c. during the period of precepting, the new or transferred employee shall not be counted in the staffing allotment for that unit and shift;
- d. precepted employees shall share a work assignment with their preceptor for the precepted period;
- e. every effort will be made for employees to be assigned the same preceptor for the length of the precepted period;
- f. 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. Time spent in classes will not count as part of the unit orientation. 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 regularly scheduled meetings - at least biweekly in the first half of the orientation period and at least monthly in the second half of

the orientation period - between the preceptee, the preceptor and the manager or designee for the purpose of evaluating the progress of the preceptee. A Union representative will be offered if, during these meetings, the Employers/Hospitals will raise:

- a. the possibility of requiring extended orientation; or
- b. that the orientee may not successfully complete orientation by failure in progress through competencies or orientation/training requirements.

Section 6. Status of the preceptor program shall be a standing agenda item of the Workload and Staffing Committee and/or the Clinical Staffing Committee at each site.

Section 7. Preceptor pay shall be defined in CT Article 61 and 62, Salaries. No employee shall be required to precept a new or transferred employee if they will not be paid the preceptor pay.

### **Article 71 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/Nursery
- f. MIU
- g. Radiology (sterile procedures)
- h. GI
  1. At St. Joseph Campus, only in the procedure rooms

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. If a changing room is not located in, adjacent to, or in close proximity to the department, or there are no scrubs available, employees will be provided with up to ten (10) minutes of paid time for the purpose of changing into their scrub apparel.

### **Article 72 Uniforms**

Section 1. All employees are subject to the Catholic Health Dress and Appearance Guidelines.

Section 2. The Employers/Hospitals shall continue their current uniforms. Should either party desire to modify existing uniforms, such party shall notify the other party of its desire to negotiate modifications to the existing uniforms.

Section 3. Employees may wear holiday-themed tops that comply with the Dress and Appearance

Guidelines for one (1) week before and one (1) week after the following holidays:

- a. St. Patrick's Day;
- b. Easter;
- c. Memorial Day;
- d. 4<sup>th</sup> of July;
- e. Labor Day;
- f. Halloween;
- g. Thanksgiving;
- h. Christmas.

**Article 73  
Staff Lounge**

The Employer shall provide a break room for employee breaks and lunch periods.

**Article 74  
Surveillance Cameras**

Section 1. The parties agree to the following:

- a. The Employers/Hospitals agree to provide the Union with notification any time a camera is relocated or added.
- b. The Employers/Hospitals will not install surveillance cameras in any restroom, locker room areas, room designated by the Employers/Hospitals for employees to change their clothes, or any other area that an employee has a legal right to privacy. The only exceptions shall be:
  - i. Cameras authorized by a court order;
  - ii. Cameras authorized by mutual agreement of the Union and the Employers/Hospitals for investigative purposes of theft, harassment, and workplace violence, which will be of limited duration not to exceed the length of the investigation
- c. The Employers/Hospitals will not install or utilize surveillance cameras solely for the purpose of monitoring employee actions in real time.

Section 2. If the Employers/Hospitals use surveillance camera video as evidence to support employee discipline, a copy of the video will be provided to the Union.

**Article 75  
Workplace Violence and Workplace Security**

Section 1. Workplace violence presents a serious health and safety issue for all Catholic Health employees, including those covered by this Agreement. Health care workers are at a greater risk to

experience workplace violence than other workers.

Section 2. Workplace violence includes threatening or violent actions, either physical or verbal, by patients, family members, visitors, volunteers, contractors, physicians, or associates, as well as other employees, supervisors, and managers.

Section 3. In an effort to minimize that risk and increase the wellbeing of employees, the Employers/Hospitals and the Union agree the joint Health and Safety Committee at each site will address workplace violence and security issues as provided herein.

Section 4. In addition to, and to supplement the existing Employer policies that address sexual harassment, harassment, workplace violence, physical violence, bullying and threats, the parties will maintain, develop, and implement strong violence and abuse prevention programs, which will:

- a. identify employees who are most at risk of violence;
- b. identify where in the facilities violence is most likely to occur including all off site locations (*i.e.*, clinics, draw stations);
- c. identify the effects of violence on workers, the risk factors for violence, prevention strategies and the consequences of violence;
- d. make recommendations concerning policies, programs, and procedures for the prevention of violence or potential violence;
- e. make recommendations concerning training programs on violence prevention and verbal de-escalation;
- f. make recommendations concerning procedures to permit interested employees to make a written request for a badge that does not contain their last name, at no cost to the employer;
- g. make recommendations concerning policies and procedures relating to the removal, storage, and disposition of any weapons found on patients, family members, visitors, or others;
- h. make recommendations concerning security as well as surveillance of hospital grounds and well-lit parking areas, including escorts to cars and physical protection to workers if necessary;
- i. make recommendations concerning a process to educate employees as to their right to police protection (call 911) if an assault is being/has been committed as well as the employee's right to press charges against the assailant;
- j. make recommendations concerning a process to ensure that those involved in an incident of violence receive appropriate information and follow up after the event, including an after-action report, when appropriate;
- k. make recommendations concerning a process to ensure all incidents of violence/harassment will be reported in accordance with the relevant policy. The Health and Safety Committee will review the status of claims of workplace violence in order to make appropriate recommendations. Patient and employee confidentiality will be respected;
- l. 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 into contact during the course of performing their job.

The Employers/Hospitals and the Union will work collaboratively through the Health and Safety Committee to oversee compliance of the above list of items.

Section 5. In addition to the items listed in Section 4 above, the Employers/Hospitals and the Union will develop a program to help address worker on worker hostilities and violence in the workplace.

Section 6. The Union and the Employers/Hospitals further agree that:

- a. Employees involved in an incident of violence should report the injury or illness to the appropriate bodies both internally and externally, i.e., police, MIDAS, etc.;
- b. Employees who are affected by workplace violence will be entitled to appropriate support services, including EAP, Crisis Services, Spiritual Care services, and/or provisions for psychological services;
- c. Any employee who, during the performance of their work, is directly involved in an incident of on-duty violence, will upon request be excused from work with pay for the remainder of their shift.
  - Directly involved means being subjected to physical violence, physically intervening in an attack of another staff member, or being subjected to threats of physical violence when there is reason to believe the threat is serious and harmful to self or others (*e.g.*, confronted with a weapon).
  - Additional time off will not be unreasonably denied. Such time off may be taken as excused absence time, PTO (if available), or workers' compensation (if eligible).

Section 7. The Acute Security Work Group will meet with Union representatives from each Employer/Hospital on a quarterly basis to update the Union on security initiatives and processes, and to receive input from the Union concerning workplace violence and security matters.

**Article 76**

**Duration**

These Agreements shall be effective as of August 1, 2025 and shall remain in full force and effect until and including June 30, 2029 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.

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Diane M. Pietraszewski  
Vice President HR Services and Legal Counsel  
Mercy Hospital of Buffalo, Kenmore Mercy  
Hospital, and SOCH – St. Joseph Campus

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Sammie Schopf RN  
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Vanessa Quinn RN, Executive Board Member  
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Jennifer Jacobs  
Senior Director of Human Resources  
Sisters of Charity Hospital – St. Joseph Campus

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Heather Lawrence RN, Area Vice President  
Local 1168  
Communications Workers of America, AFL-CIO

## **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 eight (8) collective bargaining agreements covering employees in eight (8) bargaining units:

1. Kenmore Mercy Hospital (Registered Nurses)
2. Kenmore Mercy Hospital (Technical Employees)
3. Kenmore Mercy Hospital (Service/Clerical Employees)
4. Mercy Hospital of Buffalo (Registered Nurses)
5. Mercy Hospital of Buffalo (Technical/Clerical/Service Employees)
6. Sisters of Charity Hospital - St. Joseph Campus (Registered Nurses)
7. Sisters of Charity Hospital - St. Joseph Campus (Service Employees)
8. 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.

In 2025, the KMH Service & Clerical bargaining unit was certified and 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 eight (8) 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 2025 negotiations will be printed in one (1) book. The book will consist of a Common Language Section and eight (8) bargaining unit specific sections.
  - a. The Common Language Section will contain wages and terms and conditions of employment applicable to all eight (8) bargaining units.
  - b. eight (8) separate 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 eight (8) collective bargaining agreements resulting from 2025 negotiations will remain eight (8) separate collective bargaining agreements.
5. The eight (8) collective bargaining agreements resulting from 2025 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. Negotiations will commence no later than one hundred twenty (120) days prior to the expiration of the collective bargaining agreements referenced above.
  - b. All issues common to the eight (8) 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 eight (8) collective bargaining agreements that the parties have agreed to include in Common Table negotiations.
  - c. The parties will also bargain issues specific to each bargaining unit at Side Tables, one (1) Side Table for each of the eight (8) bargaining units.
7. If the parties do not come to an agreement on terms for successor collective bargaining agreements and have such 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 eight (8) 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.
8. 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 date, the agreements for one of the following three groups will expire at the end of the Mediation Period:
  - a. Two (2) Mercy Bargaining Units;
  - b. Three (3) 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 at

the end of the Mediation Period. 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. The Employer will place a hire freeze for all positions the affected employees will have available to them until all affected employees have been optioned.
  - g. 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.
  - h. 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.
  - i. 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.

**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. When CWA local representatives who are employed by the Employers/Hospitals, are in meetings with Employers/Hospitals representatives 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 6. 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 7. 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 Retention and Recruitment Initiative**

In an effort to fill vacancies and retain staff, the Employers/Hospitals may offer competitive payment incentives to full and part-time employees.

1. All eligible new hires and existing employees must sign a Recruitment and Retention Agreement to receive Sign On and Retention bonuses.

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

2. Retention bonuses will be paid to eligible employees the first full pay period after achieving each anniversary set forth in the Recruitment and Retention Agreement. Employees must be actively employed in the job position to which their Recruitment and Retention Agreement applies 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 employee 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 Employer/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. All existing recruitment and retention bonuses will remain in effect, but additional recruitment and retention bonuses will be negotiated with the Union, including the timing and scope of any communication to employees regarding the bonuses. The Employers/Hospitals reserve the right to stop offering recruitment and retention bonuses 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 Employers/Hospitals will continue to fulfill any prior bonus commitments made to employees.

### **Memorandum of Understanding 5 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 Service/Clerical Employees;
3. Kenmore Mercy Hospital Technical Employees;
4. Mercy Hospital of Buffalo Registered Nurses;
5. Mercy Hospital of Buffalo Service/Technical/Clerical Employees;
6. Sisters of Charity Hospital – St. Joseph Campus Registered Nurses;
7. Sisters of Charity Hospital – St. Joseph Campus Service Employees;
8. 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 in accordance with the Catholic Health’s current funding policy using a formula of anticipated service cost, interest cost, a 15-year amortization of the Plan’s initial unfunded obligation as of January 1, 2016, and a 10-year amortization of subsequent (gains) and losses, offset by the Plan’s expected return on assets. Catholic Health further agrees that it will fund the plan on an annual basis as recommended by the Actuarial Valuation Report. For the years 2026, 2027, 2028, and 2029, Catholic Health will fund the Plan the greater of the funding amount calculated per the funding policy formula or the applicable minimum annual amount below:

Plan Funding Ratio	Minimum Annual Funding Amount
Below 60%	\$34,000,000
60% to 64%	\$33,000,000
65% to 69%	\$32,000,000
70% to 74%	\$31,000,000
75% to 79%	\$30,000,000
80% to 84%	\$29,000,000
85% or greater	\$28,000,000

Each January, the Plan Funding Ratio will be calculated using the Accumulated Benefit Obligation (ABO) as of January 1, at the accounting discount rate. The calculated Plan Funding Ratio will be used to determine the Minimum Annual Funding Amount for that year.

- 6. If during the course of the year, Catholic Health becomes aware of a substantial change in the status of the plan (e.g. 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 6  
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 7 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 8 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. The topic of epidemics, pandemics, and infectious disease states of emergency, and responses thereto, will be an agenda item, when warranted, for the Health and Safety Committee.

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. Upon notice of a potential epidemic/pandemic or infectious disease state of emergency, the parties will meet within forty-eight (48) hours to:

- a. Form a subcommittee of the Health and Safety Committee called the Epidemic/Pandemic/Infectious Disease Response and Resource Committee (EPIDRRC). The EPIDRRC will be comprised of an equal number of administrative/management and bargaining unit employees. Representatives from Patient Care Services will be on the EPIDRRC. The EPIDRRC will have responsibility for oversight and implementation of protocols related to the new incident of a disease/pandemic or infectious disease state of emergency.
- b. Bargain the known effects at that time of an 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.
- c. The parties agree to a regular daily check-in during the epidemic/pandemic and/or State of Emergency.

Section 5. The Employers/Hospitals agree that they 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 Employers 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.

### **Memorandum of Understanding 9 Implementation of Workforce Management**

Section 1. During the 2025 contract negotiations, the Union and the Employers/Hospitals discussed issues related to the implementation of a new timekeeping system, Workforce Management ("WFM") to anticipate potential operational issues and impacts on employees.

Section 2. Within four (4) weeks after ratification of these Agreements, the parties will establish a WFM Implementation Committee. The parties will agree on a meeting schedule, committee composition, the agenda/format for meetings, and the end date for the committee, with the understanding that the committee will continue to meet and confer as needed to address implementation-related issues. The WFM Implementation Committee will be comprised of up to five (5) representatives from the Employers/Hospitals and up to five (5) Union representatives (2 from Mercy Hospital, 2 from Kenmore Mercy Hospital, and 1 from St. Joseph Campus). The Union representatives will be paid for all time spent in such meetings.

Section 3. The parties will also meet and bargain regarding any mandatory subjects of bargaining associated with the implementation of WFM, including any changes to these Agreements necessitated by such implementation.

### **Memorandum of Understanding 10 Just Culture**

During the 2025 contract negotiations, CWA and the Employers/Hospitals discussed the importance of having an approach when investigating alleged misconduct. Just Culture aims to create a workplace where individuals feel safe to report errors, where organizations learn from mistakes, and where both individuals and the organization are accountable for safety and equality. It is a model of workplace accountability that balances the individual's responsibility for their actions with the organization's responsibility for system design and improvement. It emphasizes reporting of errors and near-misses, without fear, to support learning and mitigation, thus preventing future occurrences and improved systems.

In order to foster a safe, transparent environment where errors are reported and learned from, promoting shared accountability and continuous improvement in patient safety, the Employers/Hospitals and the Union have agreed to implement Just Culture within eighteen (18) months of ratification of these Agreements.

Within four (4) weeks after ratification of these Agreements, the parties will begin meeting for the purpose of working collaboratively on implementing a Just Culture approach, and to bargain regarding any mandatory subjects of bargaining associated with implementing that approach.

### **Memorandum of Understanding 11 Offer Letters**

During the negotiations that resulted in these Agreements, the Parties discussed the contents of the Offer Letter that is sent to new employees at the time of hire and employees that transfer into a new position, as it relates to CT Articles 61, 62, 63, and 64 Salaries. The Parties have agreed that with the effective date of these Agreements, the current Offer Letter will be amended to include the new/transferred employee's hire rate inclusive of grade and step, credited years of experience, budgeted hours, shift, and salary review date.

### **Memorandum of Understanding 12 Quarterly Job Review Committee**

The Employers/Hospitals and the Union do hereby agree to establish a committee with the goal of beginning a quarterly review of identified job titles covered by this Agreement that may require an upgrade in wages. The Union or the Employers/Hospitals may bring to the committee their respective requests for changes in the appropriate placement of job titles on the wage scale, that are the subject of the request for review. This group will review rolling turnover data, market compensation data, vacancy rates, recruiting metrics as well as job descriptions and additional job responsibilities. The committee will be comprised of representatives from Human Resources, including compensation, members of the recruitment team, and an equal number of union representatives. Other representatives will be invited as necessary.

### **Memorandum of Understanding 13 Radiation Protection Equipment**

Section 1. The use, care, storage, and inspection of lead aprons, thyroid shields, and associated radiation protection equipment is governed by Policy Number RS-CHS-10, Integrity of Radiation Protection Equipment. Any changes to the existing policy will be communicated to the Union.

Section 2. Employees working in departments using radiation and/or radioactive materials will be provided lead aprons, thyroid shields, and associated radiation protection equipment.

Section 3. The Employers/Hospitals will continue to provide a variety of sizes of lead. If at any point proper fitting lead is not available in the department, or existing lead is compromised and removed from service, the employee will provide notice to their manager. If a proper fitting piece of lead cannot be located, a new set of lead in the proper size will be ordered within thirty (30) calendar days from the date of receipt of the request. Maternity lead will be available at all times.

Section 4. Radiation protective eyewear will be stored in a secure, yet accessible, place for staff use. Several sizes will be available, including sizes for coverage of corrective eyewear.

Section 5. Thyroid shields will be provided for individual, rather than shared, use by employees.

### **Memorandum of Understanding 14 Scheduling of Committee Meetings**

Within thirty (30) days of the ratification of this Agreement, the Employers/Hospitals and the Union will meet to develop a calendar of all contractual and standing meetings that must be scheduled for the remainder of the calendar year.

By November 1 of each year, the parties will meet to develop the schedule for the following year to be effect January 1 of that year.

## **Memorandum of Understanding 15 Workplace Violence Prevention**

During the negotiations that resulted in the collective bargaining agreements between the Employers/Hospitals and the Union, Catholic Health retained a security consultant, Corporate Security Advisors, to conduct an assessment of the security situation at Catholic Health facilities. The Union and the Employers/Hospitals agree that the safety and security of all employees is of utmost importance and that a long-term plan to improve the security situation at Catholic Health must be developed and implemented. The Employers/Hospitals and the Union confirm that the following actions have been taken or are in the process of being completed:

- a. Complete staffing of armed security at all Emergency Departments;
- b. Weapons screening: bag/property checks at all Emergency Departments;
- c. Enhanced training of security personnel on weapons policy;
- d. Establish a System Physical Security Steering Committee;
- e. Weapons free signage at all Catholic Health locations;
- f. Notification to all outpatients of the weapons policy upon scheduling appointments;
- g. Minimize points of entry and control building access and traffic;
- h. Study of current state of CCTV devices and equipment;
- i. Appointment of interim System Security Leader and hiring of a permanent System Security Leader;
- j. Transition from Mueller to Tarian for security services;
- k. Centralization of Security Services for standardization and consistency;
- l. Investigation for wearable panic alarm technologies and applications within Catholic Health;
- m. Enhancing communication procedures for security-related events;
- n. Establishing incident reporting protocols for security;
- o. Longer-term strategies (still being assessed):
  - Weapon detection technology utilizing focused, data driven decision making;
  - Creation of a 24/7 Security Operation Center to increase response and reliability to calls for security assistance;
  - Development of a Security Technology roadmap that details and prioritizes all required repairs, upgrades, and modifications, which should lead to a strategic plan with lifecycle management and appropriate allocation of resources; and
  - Assessment and adoption of industry specific standards for offsite locations.

**MERCY HOSPITAL OF BUFFALO  
REGISTERED NURSES**

## **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, and an alphabetical bargaining unit list with name, address, telephone number, 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 shall restrict their activities to the handling of grievances and administration of this Agreement. Such time shall be without pay (except as provided below) and shall be reflected on the employee's time card. The Employer/Hospital will not pay stewards for union activities that are not requested or required by the Employer/Hospital.

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. A steward attending a grievance or investigatory meeting during the steward's shift, immediately prior to the beginning of the steward's shift, or immediately after the completion of the steward's shift, will be paid for all time spent in the grievance or investigatory meeting, and such paid time will not be charged against the bank of "non-productive" time provided for in Sections 5 and 6.

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 two hundred and twenty thousand dollars (\$220,000.00) for the 2025-2026 contract year and will increase each of the next three contract years thereafter by a percentage equal to the general wage increase for that contract year, as reflected in CT Articles 61, 62, 63, and 64 Salaries.

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. During work hours, the Union stewards shall obtain the approval of their supervisors, where appropriate, before attending to grievance matters or administration of this Agreement. Such approval shall not be unreasonably withheld. If the Employer/Hospital knows pulling a Steward or Officer off their unit will cause staffing concerns, it will contact the Local.

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.

A Local Union officer or Executive Board member employed by the Employer/Hospital who is attending a grievance or investigatory meeting during the officer's or board member's shift, immediately prior to the beginning of the officer's or board member's shift, or immediately after the completion of the officer's or board member's shift, will be paid for all time spent in the grievance or investigatory meeting, and such paid time will not be charged against the bank of "non-productive" time provided for in Sections 5. and 6. above.

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. The orientation or certification timeline for any employee who has been appointed or elected to the Bargaining Committee may be extended by mutual agreement, which will not be unreasonably denied.

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 any loss in seniority, category of employment, wages, grade/step, pension or any other benefits related to Union business. 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.

The Employer/Hospital will provide Union representatives thirty (30) minutes of time to meet with new employees covered by this Agreement who did not attend General Orientation at a reasonable time and location to be determined by the Employer/Hospital.

Section 13. 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,

Section 14. 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 this Agreement. Employer/Hospital

meetings and use of its conference rooms will take priority over Union use of such conference rooms, the Employer/Hospital will make all reasonable attempts to find alternative space in such situation.

### **Article 3 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 workload 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 that is part of the Patient Care Service Division. This category of employee is only authorized for the Patient Care Services Division inclusive of ASU, PACU, MAPU, Dialysis, MIU, Mother/Baby, Labor and Delivery, and NICU. It is further understood that the number of flexible employees will not exceed six (6%) percent of the RN bargaining unit and for any individual department, will not exceed twenty (20%) percent of the employees in that department. The Dialysis department will be the exception and will have an individual department percentage limit of sixty percent (60%). 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.

Upon ratification of this Agreement, current flexible employees will be offered the one-time opportunity to voluntarily convert to a regular position with the same category of employment (i.e., full-time or part-time). Flexible employees will have forty-eight (48) hours to accept or reject the offer. If the voluntary conversion process does not result in the achievement of the percentages above, the Employer/Hospital will reduce flexible positions via attrition until the percentages above are achieved.

Section 4. If staffing levels exceed work load requirements as determined by an appropriate manager and the downstaffing language in Article 6, Floating, Resourcing, and Downstaffing 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. A flexible employee who is scheduled their budgeted hours will remain eligible for a pick-up bonus payment if they actually work the picked up shift, even if they were flexed down on a regularly scheduled shift.

Section 6. All provisions of this Agreement shall apply unless otherwise specified in this article.

Section 7. If a Flex employee is not flexed for a period of nine (9) months or more, the position will be converted to a regular position with the same category of employment (*i.e.* full-time or part-time).

#### **Article 4 Hours of Work**

Section 1. The work week for all employees covered by this Agreement will begin on Sunday morning at 12:00 am and ends the following Saturday at 11:59 pm.

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;  
9:00 am to 9:00 pm is an evening shift.
  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 37, 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 in advance of the time reflected on the schedule and will cover a minimum four (4) week period. If balancing of the schedule prior to posting is required, agency will be moved first. If further balancing is required, it will be done in inverse seniority order. The only adjustments to the posted schedule shall be the addition of shifts picked up on the needs list. A paper copy of the schedule will be posted in units/departments once the needs list shifts have been posted in the schedule. Work schedules may not be changed without the knowledge and agreement of the responsible supervisor, and the affected employee. Requests for time off shall be made at least four (4) weeks prior to the posting of the schedule.

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 school semester). 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 submitted electronically and may be approved by the appropriate manager. 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 14, Section 5., Per Diem Employees.

Section 10. Bedside patient handoff will be required of all nurses on inpatient units/departments.

Section 11. Scheduled weekend work shall be evenly divided among employees assigned to a department/unit. Except as otherwise provided in Article 16, Extended Shifts, employees shall be entitled to as 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 and such employee shall not be required to take PTO for such weekends; and such employee shall not be required to take PTO for such weekends;
- 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 weekend shift to work.
- g. the employee is on continuous FMLA or NYS PFL and the missed weekend duty occurs during such leave. Any employee with intermittent FMLA leave or intermittent NYS PFL leave may be required to make up the weekend.
- h. the employee uses New York State Paid Sick Leave (PSL) or New York State Paid Prenatal Leave (PNL):
- i. the employee is precluded from working due to an infectious disease per policy HRF118.

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 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 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 timeworked.

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. Such cancellation must be made by 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. Full shifts shall be awarded before partial shifts.
- b. All department per diem employees who have not met their monthly commitment will be considered first.
- c. All department 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 department per diem who have met their monthly commitment for whom the extra hours will not amount to overtime will be considered next.
- f. If vacant shifts still remain, department full-time employees will be considered next and will not be denied.
- g. 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.
- h. Agency personnel will be considered last, after all bargaining unit members have been offered and awarded extra time and/or overtime.
- i. 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.

- j. 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.
- k. 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 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. 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;
- c. agency will be rotated first.

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 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:

1. Employees shall be asked to float, to the following sister units only:
  - a. ED and MACC ED;
  - b. ICU, CVICU and ED Holding (critical care patients and 7W patients who meet the criteria in policy CARD-57 only);
  - c. Critical Care floats: CVICU, ICU, ED Holding (critical care patients and 7W patients who meet the criteria in policy CARD-57 only);
  - d. Med/Surg floats: 5ME, 5MW, 5NC, 6ME, 6MW, 4N, 7E, 7W, 8E, and ED Holding.
    - i. Med/Surg floats will receive competency-based training for 7W patients who meet the criteria in policy CARD-57 before taking such 7W patients on 7W or ED Holding, but may float to 7W or ED Holding and take Med/Surg patients.
    - ii. Nurses designated in section d above may be floated to a critical care area to care for patient(s) whose status has been changed to medical/surgical (*i.e.*, non-critical) and are being held waiting for a bed on a medical/surgical unit in the event the downgraded patient would triple the Critical Care nurse.
  - e. 5ME, 5MW, 5NC, 6ME, 6MW, 4N, 7E, 7W, 8E:
    - i. RNs who float to 7W will not be given 7W patients who meet the criteria in policy CARD-57.
  - f. Mother Baby, Nursery, and NICU and L&D;
    - i. When a Mother Baby nurse floats to L&D, they will be responsible for the care of one (1) postpartum mother at a time.
    - ii. When an L&D nurse floats to Mother Baby, they will be responsible for the care of up to five (5) postpartum mothers or 2 C-section postpartum mothers at a time.
  - g. ASU, PACU and MAPU;
  - h. MCCC 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 waiting for a bed.
  - j. In case the MIU cannot maintain a closed unit status, both parties agree to meet to develop a mutually agreeable solution.

Newly created medical and/or surgical units are subject to CT Article 50, Staffing/Clinical

Staffing Committee and the appropriate sister unit will be determined with mutual agreement between the parties.

2. Employees who are floated shall not be required to take charge.
3. Dedicated charge nurses shall not be floated. If their unit closes, such dedicated charge nurse will have the option of utilizing accrued, unused PTO or to resource. An employee who is assigned as the charge nurse for a scheduled work day shall not be floated on that particular shift.
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. Employees may be returned to their “home” unit to complete their shift; which, will not be considered a second float.
5. The Employer/Hospital shall provide for adequate coverage for the “home” unit prior to assigning an employee to float. No floating will occur if the floating will short staff one unit to make the other whole.
6. Graduate nurses and newly hired RNs will not float for the first six (6) months following their date of hire/transfer, exclusive of classroom time. Critical Care Nurses will not be required to float for the first nine (9) months from their hire or transfer date, exclusive of classroom time.
7. Preceptees will not be floated unless their preceptor is floated and the preceptee is floated with the preceptor.
8. It is understood that if floating is required, it will be done in inverse seniority order on a rotating wheel 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 employee who volunteers shall float next;
  - d. any flexible employee assigned to the unit that shift shall float next;
  - e. any employees who volunteer to and are scheduled for an extra shift shall float next including any new hire that picks up on the needs list;
  - f. any per diem employee assigned to the unit shall float next;
  - g. a list of regular employees assigned to a unit shall be developed in inverse order of seniority;
  - h. the least senior employee will float first, with subsequent floating being assigned until all employees in that job classification have been floated;
  - i. 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.

9. 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.
10. 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 staffing issue remains unresolved, the employee should complete an electronic NYS Staffing/Protest of Assignment form. The staffing issue will be placed on the agenda for the Clinical Staffing Committee for review and resolution.
11. 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.
12. Employees with fifteen (15) or more years of service will be excused from floating. However, in a department where all employees have fifteen (15) years of service or greater, on the date that floating is to occur, the least senior employee will float with subsequent floating being assigned on a rotational basis until all employees have been floated.

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. The employee shall not be given a direct patient care assignment but may be assigned to assist other employees in the performance of their patient care activities as determined by the appropriate manager. Employees who must resource may be assigned to a clinical unit/department for less than an entire shift. An employee may only be resourced once during their scheduled shift. The employee may be returned to their home unit for the completion of their shift.
3. NICU will only resource on the Mother Baby unit, and the resourced staff will return to the NICU immediately upon any NICU emergency or admission to the unit which requires the employee to return. In the event that the Mother Baby unit is over ratio and the NICU has a census of two or less, the NICU RN may take an assignment of only babies on the Mother Baby unit.

- 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, if it is one of their two (2) allowed contracted cancellations;
  2. any scheduled overtime (time paid at time and one-half) will be canceled;
  3. per diem time in excess of commitment days will be canceled;
  4. 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;
  5. 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;
  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 8, On-Call Pay. A Registered Nurse who is placed on-call will remain on-call for the entire shift.

### **Article 7 Workload, Staffing, and Nursing Practice 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, Staffing, and Nursing Practice Committee (the "Committee") has been formed. The Committee shall consist of up to five (5) Employer/Hospital representatives, plus the Vice-President of Patient Care Services or their designee, and up to five (5) Union representatives from the RN bargaining unit, plus the President of the Local Union or their designee. The Committee will be co-chaired by the Vice-President of Patient Care Services, or designee, and one of the Union representatives. Minutes will be kept for each meeting of the Committee.

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.

The Committee will meet monthly or as otherwise mutually agreed by the Committee members. 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 Committee's goal is to continually improve the quality of patient care and the quality of work life for the employees. The Employer/Hospital and the Union will create an organizational culture

of retention that empowers and is respectful of the nursing staff. The Committee will address the following issues on a frequency specified in the Committee's charter and/or as mutually agreed:

- a. patient safety, inclusive of coordination of care, ability to provide continuity of care, patient education and proper discharge education;
- b. staff mix;
- c. teamwork issues and employee satisfaction;
- d. hours of work, workloads, shift assignments, shift rotation, on-call utilization, and floating;
- e. patient care delivery models inclusive of the role of the charge nurse and hours of care;
- f. facility characteristics (geography of department/unit, square footage, etc.);
- g. analysis of current nurse practice issues for all inpatient clinical areas;
- h. analysis of current nurse practice issues for all outpatient clinical areas;
- i. analysis of current nurse practice issues for all long-term/alternative level of care clinical areas;
- j. professional development opportunities;
- k. RN orientation and education;
- l. mentor program;
- m. preceptor program;
- n. EMR issues;
- o. exit interviews;
- p. utilization and review of LPNs on units as part of the Team approach to patient care delivery;
- q. review of current staffing needs inclusive of scheduling and absences; and
- r. use of agency/supplemental staff.

Section 3. 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 4. The 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/Hospital shall have the appropriate people with financial authority attend the 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 50) shall supersede this Article where any language is duplicated or inconsistent.*

## **Article 8 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 13, On-Call and Work in Progress of this Agreement.

**Article 9  
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)	Maximum Balance in Employee Bank (Hours)
Date of Hire to less than three years (0-35 months)	0.085 X each hour paid	165.0 Hours	217.5 Hours
3 years to less than 4 years (36-47 months)	0.089 X each hour paid	172.5 Hours	225.0 Hours
4 years to less than 9 years (48-107 months)	0.108 X each hour paid	210.0 Hours	262.5 Hours
9 years to less than 15 years (108-179 months)	0.135 X each hour paid	262.5 Hours	315.0 Hours
15 years to less than 24 years (180-287 months)	0.154 X each hour paid	300.0 Hours	352.5 Hours
24 years and following (288 + months)	0.173 X each hour paid	337.5 Hours	390.0 Hours

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)	Maximum Balance in Employee Bank (Hours)
Date of hire to less than 9 years (0-107 months)	0.069 X each hour paid	150.0 Hours	202.5 Hours
9 Years to less than 24 years (108-287 months)	0.108 X each hour paid	225.0 Hours	277.5 Hours
24 years and Following (288+ months)	0.154 X each hour paid	270.0 Hours	288.0 Hours

Section 3. Eligible employees accrue PTO from their date of hire but cannot begin using their accumulated time until after completion of ninety (90) calendar days of continuous service. Prior to completion of ninety (90) calendar days of continuous service, an employee may take time off without pay. During their probationary period, 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 accrue but will not be eligible to use PTO unless they have satisfied their probationary period.

Section 6. 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 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 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 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.

When it is an employee's turn to select vacation, 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.

1. First Selection: The manager or their designee will contact each employee, starting with the most senior to select their vacation week, either in person or electronically. In the first selection, they will select one (1) week. Their selection may be for a prime or non-prime week. This process will continue in order of seniority until all employees have selected one (1) week. Once an employee elects time during this first round, that employee may not bump another employee out of a vacation slot on subsequent selections.
  2. Subsequent Selections: The manager or their designee will contact each employee, starting with the most senior, to select their vacation week, either in person or electronically. Employees will select one (1) week, which may be from prime or non-prime weeks that are available. This process will continue in order of seniority until all employees have selected one (1) week.
  3. The process described in subsequent selections will continue until all employees have selected their vacations as per Section h below.
- 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 (hours = to employees' FTE commitment)
4th Anniversary to completion 9th year	2 Weeks (hours = to employees' FTE commitment)
9th Anniversary to completion 15th year	3 Weeks (hours = to employees' FTE commitment)
15th Anniversary to completion 24th year	4 Weeks (hours = to employees' FTE commitment)

24th Anniversary and following	5 Weeks (hours = to employees' FTE commitment)
Part-time Employees Length of Service	January 1 - December 31
Date of hire to completion of 9th year	1 Week (hours = to employees' FTE commitment)
9th Anniversary and following	2 Weeks (hours = 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, per Subsection g. 1., between June 1 and September 15. If there are additional weeks after a week in that time period has been approved for each employee, 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 week, 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 (1) week during "prime" time during the first selection process beginning 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.
- m. Full vacation weeks will be granted before single PTO days. Single PTO days will not count towards the maximum prime time limit. Single PTO days will not be unreasonably denied.

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 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, as outlined in Section 13 below, 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 regularly scheduled to work on any 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 6:00 am on 12/24 through 7:00 am on 12/25;
- b. Christmas Day from 6:00 am on 12/25 through 7:00 am on 12/26;
- c. New Year's Eve from 6:00 am on 12/31 through 7:00 am on 1/1;
- d. New Year's Day from 6:00 am on 1/1 through 7:00 am on 1/2;
- e. Easter Sunday from 6:00 am Easter through 7:00 am on the Monday after;
- f. Memorial Day from 6:00 am through 7:00 am the next day;
- g. Independence Day from 6:00 am on 7/4 through 7:00 am on 7/5;
- h. Labor Day from 6:00 am through 7:00 am the next day; and
- i. Thanksgiving Day from 6:00 am through 7:00 am the next day.

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 4, Hours of Work, Section 12.

Section 23. In accordance with the Leave Time Donation policy (HR-044-BE), an eligible employee may voluntarily donate a portion of their own PTO benefit to an employee who is away from work on approved continuous leave greater than seven (7) days for NYS Disability, FMLA, NYS PFL, workers' compensation, 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 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.

## **Article 10**

### **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 Employer/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;

- d. to promote greater employee awareness of health and safety issues, inclusive of group safety department or unit meetings conducted as deemed necessary; and
- e. to ensure employee safety when dealing with violent and potentially violent individuals with whom they may come in contact during the course of performing their job, including appropriate training.

Section 2. The Employer/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 Employer/Hospital will provide employees with information and training in the safety and health program;
- b. The Employer/Hospital will ensure that employees potentially exposed to a hazard are provided with information and training in that hazard;
- c. The Employer/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/Hospital will provide all necessary personal protective equipment at no cost to employees. The Employer/Hospital 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 at 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/Hospital 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/Hospital 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. The Health and Safety Director shall participate in any site committee and/or activities as mutually agreed upon by members of the Committee.

Section 10. It is the Employer/Hospital'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; included but not limited to a "minimal lift" and "no lift" work environment. 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. Workplace Violence is addressed in CT Article 75, Workplace Violence.

Section 12. Epidemic/Pandemic/Infectious Disease State of Emergency Preparedness is addressed in CT MOU 8.

## **Article 11 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.

Section 7. The parties acknowledge that during the life of this Agreement, significant repairs must be made to the existing parking ramp that is utilized by employees, and that parking ramp will ultimately be demolished and a new parking ramp constructed. Notwithstanding the other provisions of this Article, as a means to complete these parking ramp repairs and subsequent demolition/construction, the number of allotted CWA, day shift, employee parking spaces must be reduced from time to time based on construction needs.

- a. The Employer/Hospital agrees to remove daytime monthly parking passes from agency, contractors, and vendors first.
- b. The employer agrees to pause parking ramp payroll deductions for those employees who are removed from the parking ramp during these repairs.
- c. Employees who are removed from the parking ramp under this Agreement will be allotted

a grace period as it relates to tardiness under CT Article 47, Attendance and Tardiness. Specifically, the employee will not be considered tardy until twenty-one (21) minutes past the start of their shift. This grace period is for two (2) weeks following the employee's date of removal.

- d. Associates who have been removed from the parking ramp will be assigned to a designated lot during these repairs.
- e. On-call employees who are called in while on-call will have badge access to the ramp on those days.
- f. The parties agree to meet and discuss revisions to this Section 7 relating to the repair of the existing parking ramp and/or demolition of such parking ramp and construction of a new parking ramp.

Section 8. All associates, including those who have been removed from the garage under Section 7, will have access to the ramp on weekends and holidays recognized under this Agreement.

### **Article 12 Cafeteria Discounts**

The Employer/Hospital shall provide a discount to members of the bargaining unit that is twenty-five percent (25%) less than the posted price.

### **Article 13 On-Call and Work in Progress**

The following is the procedure(s) that will be followed in assigning employees to be on-call, as agreed to in Article 8, On-Call Pay.

#### **A. Work In Progress:**

Work in progress is defined 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 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.
- 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 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 second week of the schedule period; 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 their on-call assignment within two (2) hours prior to the beginning of their shift.

If an employee chooses the option in Section 3(a), up to eight (8) hours of the hours not worked during the employee's shift will count as hours worked for the purposes of overtime or the employee may choose to use PTO to cover all or part of the hours not worked.

Section 4. If an employee is unable to cover their on-call time on a posted schedule, it is their responsibility to get coverage.

However, if an employee is unable to cover their call due to disability, workers' compensation or any other unexpected leave of absence, the manager will:

- a. ask for volunteers; and

- b. 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.

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 third week of the schedule period, 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 eight (8) 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.

The exception will be when an employee is called in only once during the period of their on-call assignment within two (2) hours prior to the beginning of their shift.

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.

If an employee chooses the option in Section 2(a), up to eight (8) hours of the hours not worked during the employee's shift will count as hours worked for the purposes of overtime or the employee may choose to use PTO to cover all or part of the hours not worked.

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 14, Section 5, Per Diem. A per diem employee may voluntarily pick-up extra on-call at any time.

**D. On-Call Procedure Invasive Interventional Services to include:  
Cardiac Catheterization 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. Cases will be scheduled Monday through Friday with the last case of the day scheduled to start no later than 5:30 pm.

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 per the holiday on-call rotation schedule. An RN will not work the same holiday the next year unless they volunteer to do so.

No cases will be scheduled on recognized holidays of this Agreement unless it is urgent or emergent. This does not apply to Christmas Eve or New Years' Eve. When the department remains open on Christmas Eve and/or New Years Eve, employees will not be required to work or be on call both Christmas Eve and Christmas Day or both New Years Eve and New Years Day. Employees will not be required to work Christmas Eve more than once every third year and will not be required to work New Years Eve more than once every third year. Employees will also not be required to work both Christmas Eve and New Years Eve in the same year.

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.

The exception will be when an employee is called in only once during the period of their on-call assignment within two (2) hours prior to the beginning of their shift.

If an employee chooses the option in Section 6(b), up to eight (8) hours of the hours not worked during the employee's shift will count as hours worked for the purposes of overtime or the employee may choose to use PTO to cover all or part of the hours not worked.

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.

#### **E. 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.

No cases will be scheduled on recognized holidays of this Agreement unless it is urgent or emergent. This does not apply to Christmas Eve or New Years' Eve. When the department remains open on Christmas Eve and/or New Years Eve, employees will not be required to work or be on call both Christmas Eve and Christmas Day or both New Years Eve and New Years Day. Employees will not be required to work Christmas Eve more than once every third year and will not be required to work New Years Eve more than once every third year. Employees will also not be required to work both Christmas Eve and New Years Eve on the same year.

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.

The exception will be when an employee is called in only once during the period of their on-call assignment within two (2) hours prior to the beginning of their shift.

If an employee chooses the option in Section 4(a), up to eight (8) hours of the hours not worked during the employee's shift will count as hours worked for the purposes of overtime or the employee may choose to use PTO to cover all or part of the hours not worked.

## **F. 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's 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.

The exception will be when an employee is called in only once during the period of their on-call assignment within two (2) hours prior to the beginning of their shift.

If an employee chooses the option in Section 3(b), up to eight (8) hours of the hours not worked during the employee's shift will count as hours worked for the purposes of overtime or the employee may choose to use PTO to cover all or part of the hours not worked.

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 (4), eight (8) or twelve (12) 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.

## **G. 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 manager 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.

## **H. 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.

No cases will be scheduled on recognized holidays of this Agreement unless it is urgent or emergent. This does not apply to Christmas Eve or New Years' Eve. When the department remains open on Christmas Eve and/or New Years Eve, employees will not be required to work or be on call both Christmas Eve and

Christmas Day or both New Years Eve and New Years Day. Employees will also not be required to work both Christmas Eve and New Years Eve on the same year.

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.

## **I. On Call Procedures: CVICU/ECMO**

Section 1. The on-call procedure is not to be used to cover vacancies in a posted schedule, for call-ins or to support other care areas. It is only to be utilized when an ECMO patient(s) is arriving/in the CVICU and there is a staffing need. The charge nurse, in agreement with the nurse manager, will contact the RN who is on-call to report for work.

Section 2. All Registered Nurses, upon completion of orientation, and with the approval of the Clinical Resource Coordinator and nurse manager are required to take a minimum of two (2) shifts of on-call per month, as needed. Call shall be evenly distributed between qualified staff. Day shift RNs take call for the day shift and night shift RNs take call for night shift, unless there is a 50% or more vacancy rate on the night shift. In that case, ECMO specialist volunteers will be sought first and then, if necessary, ECMO specialists will rotate on call in inverse order of seniority. Per Diem employees shall be required to share in the on-call responsibilities of the CVICU with the understanding that the per diem employee shall not be required to take call more than six (6) times per calendar year. On call scheduling will be a standing agenda item on the ECMO Committee agenda.

Section 3. Requirements for On-Call

- a. All RNs hired into a CVICU RN Position shall be advised that on-call is a condition of employment.
- b. All CVICU RNs currently taking ECMO on-call shall continue to participate in the program as an ECMO Specialist.
- c. All CVICU RNs will train as an ECMO Specialist following Extracorporeal Life Support Organization (ELSO) guidelines, and maintain their competency.
- d. Newly hired nurses shall be assigned a current ECMO Specialist mentor. ECMO Specialist training will begin with the consultation of the mentor, nurse manager, and clinical resource coordinator.
- e. If an ECMO-Specialist is on call, they will be brought in to run the ECMO circuit(s). If the RN on call is not an ECMO Specialist, they will be required to take a scheduled/working ECMO specialist's patient assignment, at the discretion of the charge nurse.

Section 4. 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.

Section 5. The Charge RN will not be required to take an ECMO pump and/or ECMO patient assignment.

Section 6. The ECMO Specialist will not be required to watch more than two (2) circuits at any given time based on acuity.

Section 7. A CVICU RN will not be required to take call on vacation or any approved PTO days.

Section 8. If an RN is unable to cover their on-call time on a posted schedule, it is their responsibility to get coverage. An ECMO specialist must get coverage from another ECMO specialist. If there are no volunteers available, then on-call will be assigned to qualified RNs in inverse order of seniority on a rotating basis.

Section 9. Sign Up for Call.

- a. A blank 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.
- c. Volunteers will be asked to sign up for on-call shifts first. Remaining shifts will be evenly distributed among qualified staff by the manager on a rotating basis in inverse order of seniority until the complete list has been rotated through.
- d. After the on-call schedule has been completed under Section c, it will become part of the posted schedule.

Section 10. 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 11. RNs covering the pump will not be included in the staffing grid. They shall not have the care of the patient.

Section 12. 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 13. Pay for all hours on call shall be per Article 8, On Call. ECMO Specialists will receive an additional differential of ten dollars (\$10.00) per hour for all hours spent covering the ECMO pump.

Section 14. The parties agree to maintain an ECMO Committee following ratification of the agreement.

Section 15. ECMO specialist orientation and continued education will be as follows:

- a. RNs will begin didactic (minimum eight [8] hours) and hands on (minimum twenty-four [24] hours) training when readiness is determined by the CVICU manager and clinical educator;

- b. RNs training as ECMO specialists must be signed off by the clinical educator or the clinical resource coordinator to begin covering the pump independently;
- c. Annual education is expected for the current ECMO specialists and will include a four (4)-hour didactic class including review of initial education as well as an advanced user deep dive;
- d. Nursing case review will occur quarterly and be led by the clinical educator or clinical resource coordinator.

**Article 14**  
**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:

Per diems shall communicate with the appropriate manager(s) at least four (4) weeks prior to the start of the next schedule to commit to their required shifts. A minimum of three (3) shifts per schedule period, including a minimum of two (2) weekend shifts, must be scheduled and worked in order to maintain per diem status. In addition, per diem employees must work one (1) winter and one (1) summer of the following holidays on a rotational basis:

<u>Winter Holidays</u>	<u>Summer Holidays</u>
Thanksgiving Day	Easter Sunday
Christmas Day	Memorial Day
New Years' Day	Independence Day
	Labor Day

- a. **Hol**idays will begin at 6:00 am and continue until 7:00 am the next day.
- b. A per diem employee will not be permitted to work more than four (4) day shifts per schedule period, 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 64, Salaries.

Section 8. Employees who transfer to a per diem position shall not lose any paid time off prior to the transfer. Up to fifty-six (56) hours of unused paid time off will be transferred to a Paid Sick Leave Bank for use after the transfer, and any additional accrued, unused paid time off will be paid.

Section 9. A per diem employee who fails to meet the minimum schedule period 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 schedule period requirement within twelve (12) schedule periods 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 CT Article 18, 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 13, 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.

Section 14. Per diem employees will not be entitled to wage adjustments or benefits except as follows:

- a. Wage increases specified in CT Article 64 Salaries;
- b. Shift differential as specified in CT Article 64 Salaries, and Article 9, Shift Differential;

- c. Overtime as per CT Article 67 Overtime;
- d. Workers' Compensation;
- e. New York State Disability;
- f. New York State Paid Sick Leave and New York State Paid Prenatal Leave;
- g. Retirement Plan benefits, if any, as per the terms of the Retirement Plan;
- h. Holiday differential for all hours worked on designated holiday(s);
- i. Participate in the Employers Group Medical Insurance Plan at their own expense; and
- j. Any other legally required benefits.

**Article 15  
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 16  
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, in Groups A, B, and C. For employees in any department/unit not following a Group A, B, C weekend rotation, the following will apply:

- 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 6:00 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 6:00 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.

An employee's holiday rotation will change each year January 2nd, so that they will be in each of the holiday rotations over a three (3) year period.

Any employee may volunteer to work more than their required holidays.

- c. Employees shall not be required to work more than one of Christmas and/or New Year's Eve per year.

- d. In the event that staffing remains insufficient for holiday coverage, the shifts will be posted on the needs list to solicit volunteers. If the staffing remains insufficient after posting the shifts, 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 9, Paid Time Off, Section 9 (1) or
- 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; or
- 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.

### **Memorandum of Understanding 1 Nursing Education**

Mercy Hospital is committed to adding additional nursing education opportunities and resources, including providing at least two (2) educator positions assigned to Mercy Hospital. For this to be successful, the nurses are committed to attending education classes when scheduled.

**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, and an alphabetical bargaining unit list with name, address, telephone number, 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 shall restrict their activities to the handling of grievances and administration of this Agreement. Such time shall be without pay (except as provided below) and shall be reflected on the employee's time card. The Employer/Hospital will not pay stewards for union activities that are not requested or required by the Employer/Hospital.

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. A steward attending a grievance or investigatory meeting during the steward's shift. immediately prior to the beginning of the steward's shift, or immediately after the completion of the steward's shift, will be paid for all time spent in the grievance or investigatory meeting, and such paid time will not be charged against the bank of "non-productive" time provided for in Sections 5 and 6.

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 two hundred twenty thousand dollars (\$220,000.00) for the 2025-2026 contract year and will increase each of the next three (3) contract years thereafter by a percentage equal to the general wage increase for that contract year, as reflected in CT Articles 61, 62, 63, and 64, Salaries.

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. During work hours, the Union stewards shall obtain the approval of their supervisors, where appropriate before attending to grievance matters or administration of this Agreement. Such approval shall not be unreasonably withheld. If the Employer/Hospital knows pulling a Steward or Officer off their unit will cause staffing concerns, it will contact the Local.

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.

A Local Union officer or Executive Board member employed by the Employer/Hospital who is attending a grievance or investigatory meeting during the officer's or board member's shift, immediately prior to the beginning of the officer's or board member's shift or immediately after the completion of the officer's or board member's shift, will be paid for all time spent in the grievance or investigatory meeting, and such paid time will not be charged against the bank of "non-productive" time provided for in Sections 5. and 6. above.

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. The orientation or certification timeline for any employee who has been appointed or elected to the Bargaining Committee may be extended by mutual agreement, which will not be unreasonably denied.

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 any loss in seniority, wages, grade/step, pension or any other benefits related to Union business. 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.

The Employer/Hospital will provide Union representatives thirty (30) minutes of time to meet with new employees covered by this Agreement who did not attend General Orientation at a reasonable time and location to be determined by the Employer/Hospital.

Section 13. 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.

Section 14. 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 this Agreement. Employer/Hospital meetings and use of its conference rooms will take priority over Union use of such conference rooms, and the Employer/Hospital will make all reasonable attempts to find alternative space in such situations.

### **Article 3 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. A flexible employee who is scheduled their budgeted hours will remain eligible for a pick-up bonus payment if they actually work the picked up shift, even if they were flexed down on a regularly scheduled shift.

Section 4. The number of flexible employees will not exceed six percent (6%) of the STC Bargaining Unit and for any individual department, will not exceed twenty percent (20%) of the employees in the department.

Upon ratification of this Agreement, current flexible employees will be offered the one-time opportunity to voluntarily convert to a regular position with the same category of employment (i.e., full-time or part-time). Flexible employees will have forty-eight (48) hours to accept or reject the offer. If the voluntary conversion process does not result in the achievement of the percentages above, the Employer/Hospital will reduce flexible positions via attrition until the percentages above are achieved.

Section 5. If a Flex employee is not flexed for a period of nine (9) months or more, the position will be converted to a regular position with the same category of employment (i.e., full-time or part-time.)

Section 6. 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 12:00 am and ends the following Saturday at 11:59 pm.

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 will 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.
- e. The regular evening work shift for Radiology, including the thirty (30) minute unpaid meal period will be:
1. 11:00 am to 7:00 pm.

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 37, 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 in advance of the time reflected on the schedule and will cover a minimum four (4) week period. If balancing of the schedule prior to posting is required, it will be done in inverse seniority order. The only adjustments to the posted schedule shall be the addition of shifts picked up on the needs list. Work schedules may not be changed without the knowledge and agreement of the responsible supervisor and the affected employee. Requests for time off shall be made at least four(4) weeks prior to the posting of the schedule.

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 school semester ). 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 submitted electronically and may be approved by the appropriate manager. 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 13, Section 5., Per Diem Employees.

Section 10. Scheduled weekend work shall be evenly divided among employees assigned to a department/unit. Except as otherwise provided in Article 15, Extended Shifts, 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 as 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 11. 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 scheduled off the weekend immediately prior to the start of their vacation and the weekend immediately following a vacation and such employee shall not be required to take PTO for such weekends;
- 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 weekend shift to work.
- g. the employee is on continuous FMLA or NYS PFL and the missed weekend duty occurs during such leave. Any employee with intermittent FMLA leave or intermittent NYS PFL leave may be required to make up the weekend.
- h. the employee uses New York State Paid Sick Leave (PSL) or New York State Paid

Prenatal Leave (PNL):

- i. the employee is precluded from working due to an infectious disease per policy HRF118.

Section 12. 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 13. 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 14. 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 15. 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 16. 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 timeworked.
- g. Night shift employees who work alone 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 the Employer/Hospital.

Section 17. Employees shall record their time worked on an automated system designated by the Employer/Hospital. Employees shall be paid for all time worked.

Section 18. 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 19. 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. Such cancellation must be made by notification to the employee's respective department.

Section 20. 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. Full shifts shall be awarded before partial shifts.
- b. All department per diem employees who have not met their monthly schedule period commitment will be considered first.
- c. All department 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 department per diem employees who have met their schedule period commitment for whom the extra hours will not amount to overtime will be considered next.
- f. If vacant shifts still remain, department full-time employees will be considered next and will not be denied.
- g. 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.
- h. Agency personnel will be considered last, after all bargaining unit members have been offered and awarded extra time and/or overtime.
- i. 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.
- j. 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.

- k. 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;
- c. agency will be rotated first.

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 and MNF.

2. Nurse Assistants and Immediate Treatment Assistants will float to any nursing unit.
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. Employees may be returned to their “home” unit to complete their shift; which, will not be considered a second float.
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.
10. Preceptees will not be floated unless their preceptor is floated and the preceptee is floated with the preceptor.

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. any scheduled hours for agency personnel above and beyond their contracted hours for the week;
2. agency personnel will be canceled if it is one of their two (2) allowed contracted cancellations;
3. any scheduled overtime (time paid at time and one-half) will be canceled;
4. 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;
5. 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;
6. per diem time in excess of commitment days will be canceled;
7. per diem commitment days will be canceled; and then
8. any flex employee assigned to that unit on that shift shall be canceled.

**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 NYS Staffing 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/CSC 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;

- f. available financial resources;
- g. exit interviews; and
- h. tech safety protocols.

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 or CSC (if applicable) for Mercy Hospital for review and consideration.

*\*The Staffing/Clinical Staffing Committee Article (CT Article 50) and Technical and Ancillary Employee Staffing Article (CT Article 51) shall supersede this Article where any language is duplicated or inconsistent.*

## **Article 8 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 16, On-Call and Work in Progress of this Agreement.

**Article 9  
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)	Maximum Balance in Employee Bank (Hours)
Date of Hire to less than three years (0-35 months)	0.085 X each hour paid	165.0 Hours	217.50 Hours
3 years to less than 4 years (36-47 months)	0.089 X each hour paid	172.5 Hours	225.0 Hours
4 years to less than 9 years (48-107 months)	0.108 X each hour paid	210.0 Hours	262.50 Hours
9 years to less than 15 years (108-179 months)	0.135 X each hour paid	262.5 Hours	315.0 Hours
15 years to less than 24 years (180-287 months)	0.154 X each hour paid	300.0 Hours	352.5 Hours
24 years and following (288 + months)	0.173 X each hour paid	337.5 Hours	390 Hours

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)	Maximum Balance in Employee Bank (Hours)
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Date of hire to less than 9 years (0-107 months)	.069 X each hour paid	150.0 Hours	202.50 Hours
9 Years to less than 24 years (108-287 months)	.108 X each hour paid	225.00 Hours	277.50 Hours
24 years and Following (288+ months)	0.154 X each hour paid	270.0 Hours	288.0 Hours

Section 3. Eligible employees accrue PTO from their date of hire but cannot begin using their accumulated time until after completion of ninety (90) days of continuous service. Prior to completion of ninety (90) days of continuous service an employee may take time off without pay. During their probationary period, 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 accrue but will not be eligible to use PTO unless they have satisfied their probationary period.

Section 6. 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 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 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 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. When it is an employee's turn to select vacation, 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.
  1. First Selection: The manager or their designee will contact each employee, starting with the most senior to select their vacation week, either in person or electronically. In the first selection, they will select one (1) week. Their selection may be for a prime or non-prime week. This process will continue in order of seniority until all employees have selected one (1) week. Once an employee elects time during this first round, that employee may not bump another employee out of a vacation slot on subsequent selections.
  2. Subsequent Selections: The manager or their designee will contact each employee, starting with the most senior to select their vacation week, either in person or electronically. Employees will select one (1) week, which may be from prime or non-prime weeks that are available. This process will continue in order of seniority until all employees have selected one (1) week.
  3. The process described in subsequent selections will continue until all employees have selected their vacations as per Section h below.
- 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 (hours = to employees' FTE)

	commitment)
4th Anniversary to completion 9th year	2 Weeks (hours = to employees' FTE commitment)
9th Anniversary to completion 15th year	3 Weeks (hours = to employees' FTE commitment)
15th Anniversary to completion 24th year	4 Weeks (hours = to employees' FTE commitment)
24th Anniversary and following	5 Weeks (hours = to employees' FTE commitment)

Part-time Employees:

Length of Service	January 1 – December 31
Date of Hire to completion of 9th year	1 Week (hours = to employees' FTE commitment)
9th Anniversary and following	2 Weeks (hours = 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, per Subsection g. 1., between June 1 and September 15. If there are additional weeks after a week in that time period has been approved for each employee, 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 week, 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 (1) week during “prime” time during the first selection process beginning 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.

Full vacation weeks will be granted before single PTO days. Single PTO days will not count towards the maximum prime time limit. Single PTO days will not be unreasonably denied.

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 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, as outlined in Section 13 below, as outlined in Section 13 below, 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 regularly scheduled to work on any of the below 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 6:00 am on 12/24 through 7:00 am on 12/25;
- b. Christmas Day from 6:00 am on 12/25 through 7:00 am on 12/26;
- c. New Year's Eve from 6:00 am on 12/31 through 7:00 am on 1/1;
- d. New Year's Day from 6:00 am on 1/1 through 7:00 am on 1/2;
- e. Easter Sunday from 6:00 am Easter through 7:00 am on the Monday after;
- f. Memorial Day from 6:00 am through 7:00 am the next day;
- g. Independence Day from 6:00 am on 7/4 through 7:00 am on 7/5;
- h. Labor Day from 6:00 am through 7:00 am the next day; and
- i. Thanksgiving Day from 6:00 am through 7:00 am the next day.

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](mailto: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.

Section 23. In accordance with the Leave Time Donation policy (HR-044-BE), an eligible employee may voluntarily donate a portion of their own PTO benefit to an employee who is away from work on approved continuous leave greater than seven (7) days for NYS Disability, FMLA, NYS PFL, workers' compensation, 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 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.

## **Article 10**

### **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

Employer/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;
- d. to promote greater employee awareness of health and safety issues, inclusive of group safety department or unit meetings conducted as deemed necessary; and
- e. to ensure employee safety when dealing with violent and potentially violent individuals with whom they may come in contact during the course of performing their job, including appropriate training.

Section 2. The Employer/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 Employer/Hospital will provide employees with information and training in the safety and health program;
- b. The Employer/Hospital will ensure that employees potentially exposed to a hazard are provided with information and training in that hazard;
- c. The Employer/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/Hospital will provide all necessary personal protective equipment at no cost to employees. The Employer/Hospital 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/Hospital 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/Hospital 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. The Health and Safety Director shall participate in any site committee and/or activities as mutually agreed upon by members of the Committee.

Section 10. It is the Employer/Hospital'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; included but not limited to a "minimal lift" and "no lift" work environment. 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. Workplace Violence is addressed in CT Article 75, Workplace Violence.

Section 12. Epidemic/Pandemic/Infectious Disease State of Emergency Preparedness is addressed in CT MOU 8.

## **Article 11 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.

Section 7. The parties acknowledge that during the life of this Agreement, significant repairs must be made to the existing parking ramp that is utilized by employees, and that parking ramp will ultimately be demolished and a new parking ramp constructed. Notwithstanding the other provisions of this Article, as a means to complete these parking ramp repairs and subsequent

demolition/construction, the number of allotted CWA, day shift, employee parking spaces must be reduced from time to time based on construction needs.

- a. The Employer/Hospital agrees to remove daytime monthly parking passes from agency, contractors, and vendors first.
- b. The employer agrees to pause parking ramp payroll deductions for those employees who are removed from the parking ramp during these repairs.
- c. Employees who are removed from the parking ramp under this Agreement will be allotted a grace period as it relates to tardiness under CT Article 47, Attendance and Tardiness. Specifically, the employee will not be considered tardy until twenty-one (21) minutes past the start of their shift. This grace period is for two (2) weeks following the employee's date of removal.
- d. Associates who have been removed from the parking ramp will be assigned to a designated lot during these repairs.
- e. On-call employees who are called in while on-call will have badge access to the ramp on those days.
- f. The parties agree to meet and discuss revisions to this Section 7 relating to the repair of the existing parking ramp and/or demolition of such parking ramp and construction of a new parking ramp.

Section 8. All associates, including those who have been removed from the garage under Section 7, will have access to the ramp on weekends and holidays recognized under this Agreement.

## **Article 12 Cafeteria Discounts**

The Employer/Hospital shall provide a discount to members of the bargaining unit that is twenty-five percent (25%) less than the posted price.

## **Article 13 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. The following experience requirements will be in place for Imaging, Respiratory Therapists, Sterile Processing Technicians, and Surgical Technologists:

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 a full-time employee or

one (1) year as a 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.

This section does not apply to students or recent graduates who work under the supervision of a licensed technologist.

Section 5. 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 6. Scheduling for per diems shall proceed as follows:

- a. Per diems shall communicate with the appropriate manager(s) at least four (4) weeks prior to the start of the next schedule to commit to their required shifts. A minimum of three (3) shifts per schedule period 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 schedule period, 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 be hired for either the day shift, evening shift, or night shift. Per diem employees may pick up any shift in accordance with their stated availability: however, their hired shift will take precedence over the other shifts.

Section 7. 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 8. 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 61, 62, 63, and 64 Salaries.

Section 9. 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. Up to fifty-six (56) hours of unused paid time off will be transferred to a Paid Sick Leave Bank for use after the transfer, and any additional accrued unused paid time off will be paid.

Section 10. A per diem employee who fails to meet the minimum schedule period 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 schedule period requirement within twelve (12) schedule period 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 11. Per diem employees may not be required to take charge responsibility but may do so voluntarily.

Section 12. Per diem employees will have seniority as defined in CT Article 18, Seniority.

Section 13. Per diem employees shall be required to share in the on-call responsibilities for their designated unit/department as outlined in Article 16, On-Call and Work In Progress. and such on-call shifts will count towards the minimum shifts required under Section 6(a) above if no other shifts were available in that schedule period.

Section 14. If a per diem employee is regularly scheduled to work fifteen (15) or more hours per week, for a period of six (6) schedule periods 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.

Section 15. Per diem employees will not be entitled to wage adjustments or benefits except as follows:

- a. Wage increases specified in CT Articles 61, 62, 63, and 64 Salaries;
- b. Shift differential as specified in CT Articles 61, 62, 63, and 64 Salaries, and CT Article 65, Shift Differential;
- c. Overtime as per CT Article 67 Overtime;
- d. Workers' Compensation;
- e. New York State Disability;
- f. New York State Paid Sick Leave and New York State Paid Prenatal Leave;
- g. Holiday differential for all hours worked on designated holiday(s);
- h. Retirement Plan benefits, if any, as per the terms of the applicable Retirement Plan;
- i. Participate in the Employer's Group Medical Insurance Plan at their own expense; and
- j. Any other legally required benefits.

#### **Article 14 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 purpose of computing overtime pay.

## **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.

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 in Groups A, B, and C. For employees in any department/unit not following a Group A, B, C weekend rotation, the following will apply:

- 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 6:00 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 6:00 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 6:00am 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.

An employee's holiday rotation will change each year January 2nd, so that they will be in each of the holiday rotations over a three-year period.

Any employee may volunteer to work more holidays.

- c. Employees shall not be required to work more than one of Christmas and/or New Year's Eve per year.
- d. In the event that staffing remains insufficient for holiday coverage, the shifts will be posted on the needs list to solicit volunteers. If the staffing remains insufficient after posting the shifts, 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 9, Paid Time Off, Section 9 (1); or
- 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; or
- 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 16 On-Call and Work in Progress**

The following is the procedure(s) that will be followed in assigning employees to be on-call, as agreed to Article 8, On-Call Pay.

### **A. Work In Progress:**

Work in progress is defined 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 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.
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 second week of the schedule period; 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.

If an employee chooses the option in Section 3(a), up to eight (8) hours of the hours not worked during the employee's shift will count as hours worked for the purposes of overtime or the employee may choose to use PTO to cover all or part of the hours not worked.

Section 4. If an employee is unable to cover their on-call time on a posted schedule, it is their responsibility to get coverage.

However, if an employee is unable to cover their call due to disability, workers' compensation, or any other unexpected leave of absence, the manager will:

- a. ask for volunteers; and
- b. 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.

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 third week of the schedule period, 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. Cases will be scheduled Monday through Friday with the last case of the day scheduled to start no later than 5:30 pm.

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 per the holiday on-call rotation schedule each year.

No cases will be scheduled on recognized holidays of this Agreement unless it is urgent or emergent. This does not apply to Christmas Eve or New Years' Eve. When the department remains open on Christmas Eve and/or New Years Eve, employees will not be required to work or be on call both Christmas Eve and Christmas Day or both New Years Eve and New Years Day. Employees will not be required to work Christmas Eve more than once every third year and will not be required to work New Years Eve more than once every third year. Employees will also not be required to work both Christmas Eve and New Years Eve in the same year.

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.

The exception will be when an employee is called in only once during the period of their on-call assignment within two (2) hours prior to the beginning of their shift.

If an employee chooses the option in Section 7(b), up to eight (8) hours of the hours not worked during the employee's shift will count as hours worked for the purposes of overtime or the employee may choose to use PTO to cover all or part of the hours not worked.

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. If an employee is unable to cover their on-call time on a posted schedule, it is their responsibility to get coverage. However, if an employee is unable to cover their call due to disability, workers' compensation, or any other unexpected leave of absence, the manager will:

- a. ask for volunteers; and
- b. 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.

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 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.

The exception will be when an employee is called in only once during the period of their on-call assignment within two (2) hours prior to the beginning of their shift.

If an employee chooses the option in Section 5(c), up to eight (8) hours of the hours not worked during the employee's shift will count as hours worked for the purposes of overtime or the employee may choose to use PTO to cover all or part of the hours not worked.

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 I. 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 and with at least two (2) consecutive days in the same location, if possible, and subject to available staff. 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 CT Article 17, 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 41, 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 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 four (4) hour 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/IR 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 vacation will be allowed for employees who work at Mercy's offsite locations. For Interventional Radiology, only one (1.0) FTE can be allowed vacation at a time.

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 that are available. 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.

Section 4. A plan to transition Interventional Radiology from a hybrid dual specialty model to a single specialty model through attrition will be discussed in Workload and Staffing Committee. Through attrition the hybrid positions will be converted allowing for gradual consolidation of each department.

### **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 CT Article 67, 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. Mandatory overtime shall be assigned on a rotating basis by inverse seniority, starting with the least senior qualified employee. Employees will not be mandated more than once per pay period.
  - b. Mandated employee shall be paid for all hours worked on such assignment at a rate double the employee's regular rate of pay. Such employees will also be entitled to the holiday premium pay if mandated on a holiday.
  - c. Refusal of a mandatory overtime assignment shall not be just cause for termination.

4. The parties agree that the subject of mandatory overtime and how to reduce its utilization will be a topic for the Service, Technical and Clerical Workload and Staffing Committee.

**KENMORE MERCY HOSPITAL  
REGISTERED NURSES**

## **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 Registered Nurses employed by the Employer/Hospital at its Elmwood Avenue Kenmore facility.

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 biweekly 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, and an alphabetical bargaining unit list with name, address, telephone number and 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/Hospital 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/Hospital will not pay stewards for union activities that are not requested or required by the Employer/Hospital.

If the Employer/Hospital 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. If the Employer/Hospital knows pulling a Steward or Officer off their unit will cause staffing concerns, it will contact the Local.

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 seven (7) 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 up to two (2) Executive Board members to represent the Kenmore Mercy Registered Nurses, Technical, and Service/Clerical 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 fifteen (15) hours/week between the CWA bargaining units at the Employer/Hospital.

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.

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. The orientation or certification timeline for any employee who has been appointed or elected to the Bargaining Committee may be extended by mutual agreement, which will not be unreasonably denied.

Section 9. The Employer/Hospital 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/Hospital at least two (2) weeks before the schedule is posted and will be collectively limited between the CWA bargaining units at the Employer/Hospital to two hundred (200) 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 two hundred (200) 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.

The Employer/Hospital will provide Union representatives thirty (30) minutes of time to meet with new employees covered by this Agreement who did not attend General Orientation at the reasonable time and location to be determined by the Employer/Hospital.

Section 11. 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. Arrangement 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.

Section 12. 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 Hours of Work**

Section 1. The work week for all employees covered by this Agreement will begin on Sunday morning at 12:00 am and ends the following Saturday at 11:59 pm.

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 CT Article 65, 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.  
A 3:00 am – 3:00 pm shift is designated as a day shift.
  2. Evening Shift: Majority of hours worked between 11:00 am and 11:00 pm;  
A 3:00 pm – 3:00 am shift is designated as an evening shift; 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;  
A 3:00 am – 11:00 am shift is designated as a day shift;
  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; A 7:00 pm – 3:00 am shift is designated as a night shift.

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. Two (2) weeks before the final schedule is to take effect, the Employer/Hospital will provide at least a four (4) week advance work schedule. The posted schedule may not be changed without the electronic approvals of the responsible nurse manager or their designee and the consent of the affected employee. The Union will be provided with a copy of the final 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 submitted electronically at least four (4) weeks prior to the start of the next schedule. 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. PTO 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. Fifteen (15) minute bedside patient handoff will be required of all nurses on inpatient units. The Emergency Department and outpatient units/departments will continue their current bedside patient handoff process.

Section 10. The Employer/Hospital will schedule at least eighteen (18) weekends for full-time and part-time employees. Weekends are defined as Saturday and Sunday. Employees will be scheduled off at least twenty-six weekends per calendar year. Employees are not required to own their weekends.

Section 11. 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 within the next two (2) schedules 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 on continuous FMLA or NYS PFL and the missed weekend duty occurs during such leave. Any employee with intermittent FMLA leave or intermittent NYS PFL leave may be required to make up the weekend;
- e. the employee is not needed according to staffing requirements of the unit within the next two (2) schedules following the missed weekend;
- f. the employee is hired for a specific weekend requirement or has requested and is regularly scheduled to work weekends;
- g. the employee is scheduled off due to a major holiday on what would have normally been a scheduled Saturday or Sunday to work;
- h. the employee uses New York State Paid Sick Leave (PSL) or New York State Paid Prenatal Leave (PNL);
- i. the employee is precluded from working due to an infectious disease per policy HRF118.

Section 12. All employees working seven and one-half (7.5) hour shifts and extended 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.
- e. 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. 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.

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 order by seniority within each category:
  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 11, Extended Shifts.
  2. All part-time and full-time employees for whom the extra hours will not amount to overtime shall be considered next.
  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, if those hours will not incur overtime.
6. All full-time, part-time, per diem and weekend employees based on seniority, even if the extra hours will incur overtime.
7. Cross-trained RNs will sign up for extra shifts on the units which they are qualified to work.
8. Agency personnel will be considered last, after all bargaining unit members have been offered and awarded extra time and/or overtime.

#### **Article 4 Weekend Assignment in the ED**

The following language will apply to RNs in the ED and shall supersede Article 3, 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 on continuous FMLA or NYS PFL and the missed weekend duty occurs during such leave. Any employee with intermittent FMLA leave or intermittent NYS PFL leave may be required to make up the weekend;
- e. the employee is not needed according to staffing requirements of the unit within the next two (2) schedules following the missed weekend;
- f. the employee is hired for a specific weekend requirement or has requested and is regularly scheduled to work weekends;

- g. the employee is scheduled off due to a major holiday on what would have normally been a scheduled Saturday or Sunday to work.
- h. the employee uses New York State Paid Sick Leave (PSL) or New York State Paid Prenatal Leave (PNL):
- i. the employee is precluded from working due to an infectious disease per policy HRF 118.

**Article 5  
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 (20) or more years of seniority, shall not rotate to the evening or night shifts unless they specifically request to do so.

**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 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. Float staff will be reassigned based on Hospital needs.
- 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 from the department and float staff will be solicited in descending seniority by calls to their phone, 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 a half (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. A split shift, for purposes of this Article, means a shift where the employee works a portion of the shift, is off the clock for another portion of the shift (except for a meal/rest period or use of leave time), and then returns to finish the remainder of the same shift.

Section 6. If employees are low censused prior to the start of their shift, they will be told at that time whether or when to report for the rest of their shift. Any low census between the hours of 11 pm and 7 am will be for the entire block of time. Low censused employees will not be on call during the hours they are low censused.

Section 7. 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 8. 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 9. 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 10. 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 11. Any RN who transfers to another department/unit shall bring their voluntary/mandatory low census turns with them to their new department.

**Article 7**  
**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. Dialysis Mon-Sat call will be 7:00 pm - 7:00 am;  
Dialysis Sunday call will be 7:00 am - Mon. 7:00 am

*\*In the event Radiology resumes on-call, it will be negotiation with the Union.*

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/Sunday, the call team will work for the long case that is scheduled. Volunteers will be solicited in descending order of seniority, on an equitable rotating basis, 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 16, 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, relief will be offered, and if requested, 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 one hundred dollar (\$100.00) lump sum payment for each occasion they are called in when not on an on-call shift.

**Article 8  
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)	Maximum Balance in Employee Bank (Hours)
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19 years to less than 24 years (228-287 months)	0.162 X each hour paid	12.15 hours	315 Hours	367.50 Hours
24 years and following (288+ months)	0.165 X each hour paid	12.41 hours	322.5 Hours	375.00 Hours

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)	Maximum Balance in Employee Bank (Hours)
Date of hire to less than 3 years (0-35 months)	0.085 X each hour paid	165.0 Hours	217.0 Hours
3 years to less than 4 years (36-47 months)	0.089 X each hour paid	172.5 Hours	225.00 Hours
4 years to less than 9 years (48-107 months)	0.108 X each hour paid	210.0 Hours	262.50 Hours
9 years to less than 15 years (108-179 months)	0.127 X each hour paid	247.50 Hours	300.00 Hours
15 years to less than 24 years (180-287 months)	0.147 X each hour paid	285.00 Hours	337.50 Hours
24 years and following (288 + months)	0.166 X each hour paid	322.50 Hours	375.00 Hours

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)	Maximum Balance in Employee Bank (Hours)
Date of hire to less than 9 years (0-107 months)	0.069 X each hour paid	135.00 Hours	187.50 Hours
9 years to less than 24 years (108-287 months)	0.108 X each hour paid	210.0 Hours	262.50 Hours
24 years and following (288 + months)	0.154 X each hour paid	270.0 Hours	288.0 Hours

Section 4. Eligible employees accrue PTO from their date of hire but cannot begin using their accumulated time until completion of ninety (90) calendar days of continuous service. Prior to completion of ninety (90) calendar days of continuous service an employee may take time off without pay. During their probationary period, 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 provided they have satisfied their probationary period.

Section 6. A former employee who is rehired shall accrue but will not be eligible to use 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. 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" (i.e. 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 electronically 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 electronically 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 submitted electronically 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 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 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 regularly scheduled to work on any of the above recognized holidays have the option of taking PTO or time off without pay.

Section 13. 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 14. 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 15. 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 16. 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 17. 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 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](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 19. In accordance with the Leave Time Donation Policy (HR-044-BE), an eligible employee may voluntarily donate a portion of their own PTO benefit to an employee who is away from work on approved continuous leave greater than seven (7) days for NYS Disability, FMLA, NYS PFL, workers' compensation, 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 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 20. Unscheduled absences are subject to the provisions of CT Article 47, Attendance and Tardiness.

Section 21. 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, unused 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, unused 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, unused 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.
- d. Payment of accrued, unused PTO at the time of termination will be made on the next regular payday for the pay period in which the termination occurred. Upon the death of an employee with a PTO balance, accrued, unused PTO will be paid to the employee's estate.

**Article 9**  
**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 8 Paid Time Off, Section 14, and Article 11 Extended Shifts, Section 5, 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 10 Health and Safety/Workplace Violence**

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 monthly 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; including, 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 11**  
**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 at least eighteen weekends for full-time and part-time employees. Weekends are defined as Saturday and Sunday. Employees will be scheduled off at least twenty-six weekends per calendar year. Employees are not required to own their weekends;
- b. employees who are scheduled to work a weekend shift and fail to do so shall make up such weekends per Article 3, Hours of Work, Section 11, 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; or
- 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 CT Article 65, 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 12 Workload and Staffing/Nurse Practice Committee**

Section 1. A Workload Staffing/Nurse Practice Committee shall be formed consisting of not more than three (3) representatives from the Employer/Hospital plus the Vice- President of Patient Care Services or their designee, and not more than three (3) representatives on behalf of the union. 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 Employer/Hospital 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 4. The Employer/Hospital /Hospital will create an organizational culture of retention that empowers and is respectful of its nursing staff.

Section 5. 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 6. Committee meetings shall not be utilized to take up grievances or for negotiating purposes.

Section 7. Union committee members shall be compensated as time worked for time spent in committee meetings, as long as it does not incur overtime.

Section 8. 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 9. 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 10. Nursing Practice inclusive of the role of the charge nurse shall be an agenda item at the monthly Workload and Staffing/Nurse Practice Committee.

*\*The Staffing/Clinical Staffing Committee Article (CT Article 50) shall supersede this Article where any language is duplicated or inconsistent.*

### **Article 13 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 where 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 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 CT Article 18, 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 14 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 15 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 (20) years of seniority shall be developed in inverse seniority;
  - b. agency RNs will always float first;
  - c. volunteers from that unit will float next;
  - d. any float RN currently working on the unit shall be floated next;
  - e. per diem RNs will float next;
  - f. the least senior employee will then float, with subsequent floating being assigned in rotation until all employees with less than twenty (20) years of seniority in that job classification have been floated. An RN may be assigned to float for their entire scheduled shift.
  - g. when all RNs have floated as described in (f.) above, then the RN who has not floated most recently will float;
  - h. if an employee volunteers to float, that date shall be credited to the employee;
  - i. no floating will occur if the floating will short staff one unit to make the other whole.
- Section 2. Newly hired employees shall not be required to float until they have completed their probationary period and/or orientation period and have been off orientation for three (3) months. 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 a shift unless the RN agrees or under an emergent situation. The exception shall be that employees may be returned to their “home” unit to complete their shift. Nurses will not float on a Holiday to cover staff shortages on the schedule but may be floated to cover unanticipated 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. In the event the emergency department has patients experiencing significant delays in

awaiting bed assignments, Med Surg RNs may be floated to the ED to care for those patients.

## **Article 16 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 Labor Day, and 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 17 On-Call Procedure GI OR**

Section 1. On-call shall be evenly distributed between all qualified GI staff. GI on-call shifts are Monday – Friday 4:00 pm to 8:00 pm.

Section 2. On-call shall be equitably rotated between all per diem GI RNs in the OR as follows:

- a.. an employee may voluntarily pick up extra GI call time in addition to their required call subject to the pre-approval of the nurse manager.

Section 3. At no time will there be more than six (6) per diem GI RNs.

Section 4. In the event the scheduled on-call person called in ill for the day, the Employer shall seek volunteers from the GI per diem list to take call.

Section 5. 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 from the GI per diem list.

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. If an additional RN is needed to assist with an on-call GI procedure it shall be offered on a rotating basis beginning with the most senior per diem GI employee. GI per diem 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 7. Per diem GI 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.

### **Article 18 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 19 Cafeteria Discounts**

The Employer/Hospital shall provide the hospital cafeteria discount of thirty percent (30%) to members of this bargaining unit.

### **Article 20 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 maintain a charge nurse education program. The program shall include classroom and at least one (1) day of unit orientation.

Section 3. No employee shall be assigned charge nurse responsibilities until they:

- a. have at least one (1) year of Registered Nurse experience;
- b. have 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, excluding the OR.

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 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. have 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 6. 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 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 (4th 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 and an alphabetical bargaining unit list with name, address, telephone number 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/Hospital 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/Hospital will not pay stewards for union activities that are not requested or required by the Employer/Hospital.

If the Employer/Hospital 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. If the Employer/Hospital knows pulling a Steward or Officer off their unit will cause staffing concerns, it will contact the Local.

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 seven (7) 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 up to two (2) Executive Board members to represent the Kenmore Mercy Registered Nurses, Technical, and Service/Clerical 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, or designee, 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 fifteen (15) hours/week between the CWA bargaining units at the Employer/Hospital.

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.

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. The orientation or certification timeline for any employee who has been appointed or elected to the Bargaining Committee may be extended by mutual agreement, which will not be unreasonably denied.

Section 9. The Employer/Hospital 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/Hospital at least two (2) weeks before the schedule is posted and will be collectively limited between the CWA bargaining units at the Employer/Hospital to two hundred (200) 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 two hundred (200) 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.

The Employer/Hospital will provide Union representatives thirty (30) minutes of time to meet with new employees covered by this Agreement who did not attend General Orientation at the reasonable time and location to be determined by the Employer/Hospital.

Section 11. 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. Arrangement 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.

Section 12. 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 Hours of Work**

Section 1. The work week for all employees covered by this Agreement will begin on Sunday morning at 12:00 am and ends the following Saturday at 11:59 pm.

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 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
- 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 6:00 am and 8:00 pm;
  2. Evening Shift: Majority of hours worked between 11:00 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 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;
  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 6:00 am and 3:00 pm; A 11:00 am – 7:00 pm shift is designated as a day shift;
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; A 7:00 pm – 3:00 am shift is designated as a night shift.

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/Hospital 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 announcement 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 an 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. Two (2) weeks before the final schedule is to take effect, the Employer/Hospital will provide at least a four (4) week advance work schedule. The posted schedule may not be changed without the approval of the responsible manager or their designee and the consent of the affected employee. Needs may be added to the posted schedule; however, those scheduled will not have changes made to their schedule. The responsibility for scheduling employees rests with the department head/designee. Bargaining unit members will not be responsible for any final work schedule posting. In the case of a variable start position, seniority will be the determining factor on shift preference.

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 electronically at least four (4) weeks prior to the start of the next schedule. The final schedule will continue to be posted one (1) week prior to the start of that schedule. PTO denials shall be returned to the employee no later than the posting of the preliminary schedule (14 days ahead);
- b. in cases where requests exceed approvals, approval shall be granted in the following order:

1. PTO shall be approved as per Paid Time Off, Article 9;
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 nurse manager or their designee, and may not result in overtime.

Section 9. The Employer/Hospital will schedule at least twenty-six (26) weekends shifts (Saturday/Sunday) off per calendar year for full-time and part-time employees. Any employee may volunteer for more than twenty-six (26) weekend shift per calendar year. Employees are not required to own their weekends.

Section 10. If any employee is absent on any 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 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 on continuous FMLA or NYS PFL and missed weekend duty occurs during such leave. Any employee with intermittent FMLA leave or intermittent NYS PFL leave may be required to make up the weekend.
- e. the employee is not needed according to staffing requirements of the unit within the next two (2) schedules following the missed weekend;
- f. the employee is hired for a specific weekend requirement or has requested and is regularly scheduled to work weekends;
- g. the employee is scheduled off due to a major holiday on what would have normally been a scheduled Saturday or Sunday to work;
- h. the employee uses New York State Paid Sick Leave (PSL) or New York State Paid Prenatal Leave (PNL);
- i. the employee is precluded from working due to an infectious disease per policy

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Section 11. 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 (2) fifteen (15) minute rest periods.
- e. 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. 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.

Section 12. Employees shall record their time worked on an automated system designated by the Employer/Hospital. Employees shall be paid for all time worked.

Section 13. 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 (fourteen [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 distributed to qualified employees in the following order by seniority within each category. Except with respect to subsection (b)(1) below, full shifts will be awarded before partial shifts.
  1. All extended shift employees who request extra hours and are entitled will be given an extra posted hours 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 shall be considered next
  3. All per diem employees for whom the extra hours will not amount to overtime shall be considered next.
  4. All full-time, part-time, and per diem employees based on seniority, on a rotating basis..

5. Cross-trained employees who will sign up for extra shifts on the units which they are qualified/certified 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.
  7. Agency personnel will be considered last, after all bargaining unit members have been offered and awarded extra time and/or overtime.
  8. When an employee is awarded a needs shift and no longer wants the shift, the manager must approve any substitute. Substitutes shall be chosen in order of seniority of those who signed up on the needs list for that shift. In the event no other employee was signed up on the needs list for the shift in question, substitutes will be chosen per this Section. If the employee cannot find a substitute or the substitute is not approved, the employee remains responsible for the shift.
- c. 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 picking up extra shifts for a period of four (4) pay periods starting with the pay period beginning after the second cancellation. However, this will not apply in an emergency situation when no other person is available to pick up the extra shift.

Section 14. When there is a last-minute need for staff, notification will be sent to all department employees. They will be provided up to fifteen (15) minutes to respond. Shifts will be awarded according to Section 13b, above. After the fifteen (15) minutes have passed, shifts will be awarded on a first come, first served basis. A last-minute need will be defined as a filled shift that becomes available within seventy-two (72) hours of the beginning of the shift. Shifts that do not meet the definition of a last-minute need will be posted on a needs list for at least forty-eight (48) hours before the shifts are awarded according to Section 13b above.

#### **Article 4 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. No department will have greater than 40% per diem employees, except MRI will be subject to a 60% cap on per diem employees. The Employer will reduce the number of per diem positions via attrition until the required percentage above is met.

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 where they are hired. Per diems hired into positions requiring certification in a modality must obtain such certification prior to their start date.

Section 5. Scheduling for per diems shall proceed as follows:

- a. Per diems shall communicate their availability, a minimum of four (4) shifts per schedule period, with the appropriate manager(s) one (1) week prior to the posting of the preliminary schedule to commit to their required shifts. The four (4) shifts of availability must include one (1) evening shift, one (1) overnight shift, and one (1) weekend shift. However, extended shift employees must communicate a minimum availability of four (4) shifts per schedule period, including one (1) weekend shift. Multiple shifts on the same day only count as one (1) shift towards the required four (4) shifts of availability.
  - i. For employees hired on or before ratification of these Agreements: If needed, a minimum of two (2) shifts per schedule period, including a minimum of one (1) weekend shift, must be scheduled and worked in order to maintain per diem status.
  - ii. For employees hired after ratification of these Agreements: If needed, a minimum of three (3) shifts per schedule period, including a minimum of one (1) weekend shift, must be scheduled and worked in order to maintain per diem status.
  - iii. A per diem employee must also work a minimum of four (4) shifts in the Hospital per year to maintain per diem status.
  - iv. No more than four (4) shifts will be scheduled per schedule period for a per diem employee.
  - v. 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 may be scheduled for any shift, in accordance with their stated availability.

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 transfer to a per diem position shall not lose any paid time off prior to the transfer. Up to fifty-six (56) hours of unused paid time off will be transferred to a Paid Sick Leave Bank for use after the transfer, and any additional accrued, unused paid time off will be paid.

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 CT Article 18, Seniority.

Section 10. Per Diem employees may be required to share in the on-call responsibilities for their designated unit/department, and such on call shifts will count towards the minimum shifts required under Section 5a above, if no other shifts were available in that schedule period matching the per diem employee's

stated availability.

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.

Section 12. Per diem employees will not be entitled to wage adjustments or benefits except as follows:

- a. Wage increases specified in CT Article 63 Wages;
- b. Shift differential as specified in CT Article 63 Wages, and CT Article 65 Shift Differential;
- c. Overtime as per CT Article 67 Overtime;
- d. Workers' Compensation;
- e. New York State Disability;
- f. New York State Paid Sick Leave and New York State Paid Prenatal Leave;
- g. Retirement Plan benefits, if any, as per the terms of the applicable 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 OR and Imaging 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. Radiology employees will not be low censused in advance of their shift, except in the case of equipment failure or unexpected OR cancellations. Low census will not be done if it causes the department to fall below the ratios in CT Article 50, Staffing/Clinical Staffing Committee or the established grids in CT Article 51 Technical Employee Staffing.

- 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 [1.5]) 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.
    - e. There will be no mandatory low censusing when agency personnel are working in the department.

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 sixty hours 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 6 Respiratory Low Census**

Section 1. If it becomes necessary to reduce the number of employees in the Respiratory Department, 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. Low census reductions will not cause staffing to fall below the established grids in CT Article 51, Technical Employee Staffing.

**Article 7  
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 8  
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 (for OR procedures)	10:00 pm - 7:00 am
Special Procedures Weekend/Holiday (for OR procedures)	Sat. 7:00 am - Sun. -7:00 am; and Sun. 7:00 am - Mon. 7:00 am
Ultrasound Weekday	11:00 pm - 7:00 am
Ultrasound Weekend	Sat. 8:00 pm - Sun. 7:00 am; and Sun 8:00 pm - Mon. 7:00 am
Non-Credentialed and Credentialed Cardiac Sonographers (ECHO)	Mon/Tues/Wed/Thurs: 4:30 pm – 6:30 am the following day; Friday: 4:00 pm - 7:00 am Saturday; Saturday: 3 pm-7:00 am Sunday; Sunday: 7:00 am to 6:30 am Monday Holidays: 24-hour coverage from end of last shift (e.g., Thanksgiving Wed 4:30 pm until Friday 7:00 am)
MRI Tech Weekday	7:00 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/Sunday, the call team will work for the long case that is scheduled. Volunteers will be solicited in descending order of seniority on an equitable rotating basis for a second call team for the hours on Saturday/Sunday 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.

If an employee chooses the option in Section 12(a), up to eight (8) hours of the hours not worked during the employee's shift will count as hours worked for the purposes of overtime.

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 7, On Call.

Section 14. If there is an IR case requiring a Special Procedures Technologist that extends past work in progress, it shall be offered to the Special Procedures Technologists working in the IR Department, in seniority order. In the event there are no volunteers to stay, it will be assigned to the least senior Special Procedures Technologist working in the IR Department. The Special Procedures Technologist will be paid a minimum of four (4) hours at their base hourly rate, plus a seventy-five dollar (\$75.00) lump sum payment for the assignment.

Section 15. In the event a Special Procedures Technologist is required to report for an on-call OR procedure, the Nursing Supervisor will notify the on-call technologist at the same time they are notifying

the other OR staff.

**Article 9  
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)	Maximum Balance in Employee Bank (Hours)
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)	Maximum Balance in Employee Bank (Hours)
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)	Maximum Balance in Employee Bank (Hours)
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 ninety (90) calendar days of continuous service. Prior to completion of ninety (90) calendar days of continuous service an employee may take time off without pay if approved by the appropriate supervisor. During their probationary period, 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 on a Leave of Absence under, CT Article 19, 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. 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 3, Hours of Work except for instances of illness or other unforeseeable emergencies when it will be considered.

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 two (2) holidays in the following holidays on a rotating basis: Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Years' Eve, New Years' Day.

Employees shall not be required to work the same holiday more than one (1) time every other year.

The Imaging Departments 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.
7. Except when NYS PSL or NYS Prenatal Leave is used, when an employee calls in for an unscheduled PTO day on a holiday, the employee may be required to make up their holiday commitment by working another holiday as determined by the department, if there is a need on their shift. If an employee has been involuntarily assigned an additional holiday, they may give up that holiday to the employee that must make up their holiday commitment. In the event more than one (1) employee is assigned, they may give up that holiday in seniority order.

c. 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
- d. Switching of shifts or partial shifts between employees may occur after the schedule is posted with the manager's approval. Requests must have the consent of the affected employees. The initially scheduled holiday shall be considered the holiday commitment.

Section 9. 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. For Imaging and OR, each department will allow one (1) full FTE off per week per shift for vacation. Single PTO days will not be unreasonably denied.
- i. Weekends in conjunction with approved vacation time shall be granted at the time of the initial vacation request. Should an employee request a PTO day, it will not be converted to a request off.
- j. 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.

- k. 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 10. 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 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 any portion for their regularly scheduled hours, as needed.

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 regularly 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 13. For the purposes of accommodating requests for vacation, only staffing requirements for bargaining unit members in a given clinical unit may be considered.

Section 14. In accordance with the Leave Time Donation policy (HR-044-BE), an eligible employee may voluntarily donate a portion of their own PTO benefit to an employee who is away from work on approved continuous leave greater than seven (7) days for NYS Disability, FMLA, NYS PFL, worker's compensation, 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 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 15. PTO cannot be used for less than one (1) hour, except for low census purposes.

Section 16. 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, unused 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, unused 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, unused 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.
4. The payment will be made on the next regular payday for the pay period in which the termination occurred.
5. Upon the death of an employee with a PTO balance, accrued, unused PTO will be paid to the employee's estate.

Section 17. 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 10**

### **Health and Safety/Workplace Violence**

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 monthly 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 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 Safety Committee at such time as deemed appropriate by the Employer/ Hospital and the Union.

## **Article 11 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. shall be divided among employees assigned to a department or unit;
- b. the Employer/Hospital will schedule at least 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. Employees will not be required to "own" their weekend. 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. Respiratory Holiday Schedules will be as follows:

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.

Other departments will follow the Holiday Schedules outlined in Article 9, Paid Time Off.

- 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. Such request must be submitted electronically. 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 12 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. These committees 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, recruitment and retention, and technical education.

Section 3. The Workload and Staffing Committees will strive to improve the current technical grids through:

- a. analysis of current staffing templates for all inpatient/surgical areas:
- b. analysis of current staffing templates for all outpatient/ED areas:
- c. analysis of the appropriate number of full-time equivalents required to cover call-ins, Disabilities, workers' compensation absences, and other leaves of absence, as well as alternate methods for covering such absences.

These committees will jointly review and recommend the technical grids 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 technical staff in Western New York. The committee co-chairs will present their recommendations on such technical grids to the Senior Administrative Team and CSC for Kenmore Mercy Hospital for review and consideration.

Section 4. The Employer/Hospital is committed to providing new employees with an orientation experience that supports their clinical growth and development.

Section 5. The Employer/Hospital will create an organizational culture of retention that empowers and is respectful of its technical staff.

Section 6. Proposed agenda items will be exchanged 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. An employee questioning the staffing level on a specific shift on their unit/clinic/department shall notify the Manager/Supervisor. The Manager/Supervisor will attempt to resolve the issue. If the issue is unresolved, the employee will so indicate on a NYS Staffing Form. A copy of the form will be sent to the appropriate Manager/Supervisor for review.

*\*The Staffing/Clinical Staffing Committee Article (CT Article 50) and Technical and Ancillary*

Employee Staffing *Article (CT Article 51) shall supersede this Article where any language is duplicated or inconsistent.*

**Article 13**  
**Imaging and Surgical Technologist 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.

**Article 14**  
**Call-In Pay**

Employees who are not scheduled for a shift but are called and report to duty shall be paid a minimum of four (4) hours at their regular rate of pay.

**Article 15**  
**Cafeteria Discounts**

The Employer/Hospital shall provide the hospital cafeteria discount of thirty percent (30%) to members of this bargaining unit.

## **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 In Charge - Respiratory Therapy**

Section 1. The Employer/Hospital shall provide duties that 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 63, Technical Salaries.

Section 5. This department shall have one (1) Therapist assigned to be In Charge at all times.

### **Memorandum of Understanding 3 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.

Section 3. A Mammography Lead should be scheduled in Mammography at least four (4) shifts per week contingent upon all Mammography Technologists meeting minimum requirements contained in MQSA regulations, in which case a Mammography Lead may be scheduled in Mammography less than four (4) shifts per week.

### **Memorandum of Understanding 4 Dual CT Technologists**

Section 1. Staff CT Technologists will not 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 3, Hours of Work, Section 13.

**Memorandum of Understanding 5  
Respiratory Work Hours**

Effective following the first full month after ratification of the contract, all full-time employees in the Respiratory Department shall remain twelve (12) hour shifts. The only exception shall be employees in the PFT lab who shall remain eight (8) hour shifts.

**Memorandum of Understanding 6  
Part-Time Non-Benefitted Positions**

The parties agree that the following individual is a non-benefitted part-time employee:

1. Barbara Merhige-Francis

They shall remain in this position until such time as the position becomes vacant. Once vacated, the position will be filled pursuant to CT Article 14, Categories of Employees.

**KENMMORE MERCY HOSPITAL  
SERVICE 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 03-RC-366277.

Inclusions: This agreement covers all full-time, part-time, weekend, and per diem employees, employed by the Employer in the following job titles: Administrative Assistant II Environmental Services, Cardiac Stress Technician EKG, Certified Occupational Therapist Assistant MRU, Chart Analyst Health Information, Correspondence Secretary Health Information, Health Information Clerk Acute, Lead Patient Access Specialist, Lead Sterile Processing Technician, Lead Supply Services Clerk, Lead Switchboard Operator, OR Resource Assistant, Patient Access Specialist Patient Registration, Physical Therapist Assistant AthletiCare, Physical Therapist Assistant Inpatient Therapy, Physical Therapist Assistant Medical Rehabilitation Unit, Radiology Office Clerk Support & Admin, Services Representative EKG, Sterile Processing Technician, Supply Services Clerk Central Supply, Surgical Post Case & Charging Clerk OR, Switchboard Operator, Transport Assistant, Unit Clerk, Unit Clerk/Monitor Tech, and Rehabilitation Aide Medical Rehabilitation Unit, at the Employer's 2950 Elmwood Avenue, Kenmore, New York 14217 and AthletiCare, 1495 Military Rd, Kenmore, NY 14217 facilities.

Exclusions: All other employees, including professional employees, skilled maintenance employees, employees working at Specialty Clinic (4<sup>th</sup> 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 to 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; and an alphabetical bargaining unit list with name, address, telephone number 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/Hospital 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/Hospital will not pay stewards for union activities that are not requested or required by the Employer/Hospital.

If the Employer/Hospital 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. If the Employer/Hospital knows pulling a Steward or Officer off their unit will cause staffing concerns, it will contact the Local.

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 seven (7) 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 up to two (2) Executive Board members to represent the Kenmore Mercy Registered Nurses, Technical, and Service/Clerical 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, or designee, 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 fifteen (15) hours/week between the CWA bargaining units at the Employer/Hospital.

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.

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. The orientation or certification timeline for any employee who has been appointed or elected to the Bargaining Committee may be extended by mutual agreement, which will not be unreasonably denied.

Section 9. The Employer/Hospital 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/Hospital at least two (2) weeks before the schedule is posted and will be collectively limited between the CWA bargaining units at the Employer/Hospital to two hundred (200) 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 two hundred (200) 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.

The Employer/Hospital will provide Union representatives thirty (30) minutes of time to meet with new employees covered by this Agreement who did not attend General Orientation at a reasonable time and location to be determined by the Employer/Hospital.

Section 11. 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.

Section 12. 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 Hours of Work**

Section 1. The work week for all employees covered by this Agreement will begin on Sunday morning at 12:00 am and ends the following Saturday at 11:59 pm.

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 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
- 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 6:00 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
- 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 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
- 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 6:00 am and 3:00 pm; A 11:00 am - 7:00 pm shift is designated as a day shift; and
  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; A 7:00 pm - 3:00 am shift is designated as a night shift.

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. Two (2) weeks before the schedule is to take effect, the Employer/Hospital will provide at least a four (4) week advance work schedule. The posted schedule may not be changed without the approval of the responsible manager or their designee and the consent of the affected employee. Needs may be added to the posted schedule; however, those scheduled will not have changes made to their schedule. If balancing of the schedule is required, it will be done by inverse seniority order. The responsibility for scheduling employees rests with the department head/designee. Bargaining unit members will not be responsible for any final work schedule posting. In the case of a variable start position, seniority will be the determining factor on shift preference.

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 electronically at least four (4) weeks prior to the start of the next schedule. The final schedule will continue to be posted one (1) week prior to the start of that schedule. PTO denials shall be returned to the employee no later than the posting of the preliminary schedule (14 days ahead);
- b. in cases where requests exceed approvals, approval shall be granted in the following order:
  1. PTO shall be approved as per Paid Time Off, Article 6;
  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. 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. Employees are not required to own their weekends.

Section 10. 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 within the next two (2) unposted schedules 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, 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 on continuous FMLA or NYS PFL and the missed weekend duty occurs during such leave. Any employee with intermittent FMLA leave or intermittent NYS PFL leave may be required to make up the weekend;
- e. the employee is not needed according to staffing requirements of the unit within the next two (2) schedules following the missed weekend;
- f. the employee is hired for a specific weekend requirement or has requested and is

regularly scheduled to work weekends;

- g. the employee is scheduled off due to a major holiday on what would have normally been a scheduled Saturday or Sunday to work;
- h. The employee uses New York State Paid Sick Leave (PSL) or New York State Paid Prenatal Leave (PNL);
- i. the employee is precluded from working due to an infectious disease per policy HRF 118.

Section 11. 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. 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. 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.
- f. Employees scheduled to work Switchboard alone and Patient Access Specialists in the Emergency Department working alone will continue to work and be paid for a regular work shift of eight (8) hours, inclusive of thirty (30) minute paid meal period.

Section 12. Employees shall record their time worked on an automated system designated by the Employer/Hospital. Employees shall be paid for all time worked.

Section 13. 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 order by seniority within each category. Except with respect to subsection (b)(1) below, full shifts will be awarded before partial shifts.

1. All extended shift employees who request extra hours and are entitled will be given extra posted hours 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.
  3. All per diem employees for whom the extra hours will not amount to overtime, starting with the most senior, shall be considered next.
  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/certified 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.
  7. Agency personnel will be considered last, after all bargaining unit members have been offered and awarded extra time and/or overtime.
  8. When an employee is awarded a needs shift and no longer wants the shift, the manager must approve any substitute. Substitutes shall be chosen in order of seniority of those who signed up on the needs list for that shift. In the event no other employee was signed up on the needs list for the shift in question, substitutes will be chosen per this Section. If the employee cannot find a substitute or the substitute is not approved, the employee remains responsible for the shift.
- c. 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 picking up extra shifts for a period of four (4) pay periods starting with the pay period beginning after the second cancellation. However, this will not apply in an emergency situation when no other person is available to pick up the extra shift.

Section 14. When there is a last-minute need for staff, notification will be sent to all department employees. They will be provided up to fifteen (15) minutes to respond. Shifts will be awarded according to Section 13b, above. After the fifteen (15) minutes has passed, shifts will be awarded on a first come, first served basis. A last-minute need will be defined as a filled shift that becomes available within seventy-two (72) hours of the beginning of the shift. Shifts that do not meet the definition of a last-minute need will be posted on a needs list for at least forty-eight (48) hours before the shifts are awarded according to Section 13b above.

#### **Article 4 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. Departments/units with fifteen (15) or more employees will have no more than 40% per diem employees, and departments/units with less than fifteen (15) employees will have no more than 60% per diem employees. The Employer will reduce the number of per diem positions via attrition until the required percentage above is met.

Section 4. A candidate for per diem status must meet the minimum of qualifications (including licensure/certification if applicable) and one (1) year of previous experience in the area they are hired. This section does not apply to students or recent graduates working under the supervision of a licensure/certification employee.

Section 5. Scheduling for per diems shall proceed as follows:

- a. Per diems shall communicate their availability, a minimum of four (4) shifts per schedule period, 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 schedule period must be scheduled in order to maintain per diem status. The four (4) shifts of availability must include one (1) evening shift, one (1) overnight shift, and one (1) weekend shift. However, extended shift employees must communicate a minimum availability of four (4) shifts per schedule period, including one (1) weekend shift. Multiple shifts on the same day only count as one (1) shift towards the required four (4) shifts of availability. 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. 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 transfer to a per diem position shall not lose any paid time off prior to the transfer. Up to fifty-six (56) hours of unused paid time off will be transferred to a Paid Sick Leave Bank for use after the transfer, and any additional accrued, unused paid time off will be paid.

Section 8. A per diem employee who fails to meet the minimum schedule period 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 schedule period 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 CT Article 18, 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.

Section 12. Per diem employees will not be entitled to wage adjustments or benefits except as follows:

- a. Wage increases specified in CT Articles 61, 62, and 63 Salaries;
- b. Shift differential as specified in CT Articles 61, 62, and 63 Salaries, and CT Article 65, Shift Differential;
- c. Overtime as per CT Article 67 Overtime;
- d. Workers' Compensation;
- e. New York State Disability;
- f. New York State Paid Sick Leave and New York State Paid Prenatal Leave;
- g. Retirement Plan Benefits, if any, as per the terms of the applicable 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 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 personnel will always float first;
- c. volunteers will float next;
- d. per diem employees will float 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 employee may be assigned to float for their entire scheduled shift.
- f. when all employees have floated as described in (e.) above, then the employee who has not floated most recently will float;
- g. if an employee volunteers to float, that date shall be credited to the employee.

- h. there will be no shorting of one unit to make the other unit whole unless there is not an operational need on the shorted unit.

Section 2. Newly hired employees shall not be required to float until they have completed their probationary period and/or orientation period and have been off orientation for at least four (4) weeks. 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 employee.

Section 3. The reassigned employee 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 4. The reassigned employee will be given a brief orientation by the charge RN to the physical layout, routine of the unit, and required expectations. The charge RN will ensure the assignment given to the float is consistent with their competencies.

**Article 6  
Paid Time Off**

Section 1. All full-time employees are eligible for Paid Time Off (PTO) according to the following schedule:

Length of Service	Accrual Rate	Maximum Accrual (Hours)	Maximum Balance in Employee Bank (Hours)
Date of hire to less than 3 years (0-35 months)	0.085 X each hour paid	165.0 Hours	217.0 Hours
3 years to less than 4 years (36-47 months)	0.089 X each hour paid	172.5 Hours	225.00 Hours
4 years to less than 9 years (48-107 months)	0.108 X each hour paid	210.0 Hours	262.50 Hours
9 years to less than 15 years (108-179 months)	0.127 X each hour paid	247.50 Hours	300.00 Hours
15 years to less than 24 years (180-287 months)	0.147 X each hour paid	285.00 Hours	337.50 Hours
24 years and following (288 +months)	0.166 X each hour paid	322.50 Hours	375.00 Hours

Section 2. All part-time employees are eligible for Paid Time Off (PTO) according to the following schedule:

Length of Service	Accrual Rate	Maximum Accrual (Hours)	Maximum Balance in Employee Bank (Hours)
Date of hire to less than 9 years 0-107 months	0.069 X each hour paid	135.00 Hours	187.50 Hours
9 years to less than 24 years 108-287 months	0.108 X each hour paid	210.0 Hours	262.50 Hours

Section 3. Eligible employees accrue PTO from their date of hire but cannot begin using their accumulated time until completion of ninety (90) calendar days of continuous service. Prior to completion of ninety (90) calendar days of continuous service an employee may take time off without pay. During their probationary period, 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 first full pay period from the date of the change providing they have satisfied their probationary period.

Section 5. A former employee who is rehired shall accrue but will not be eligible to use PTO unless they have satisfied their probationary period.

Section 6. 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 7. 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 8. 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" (i.e. RO).

- a. an employee's 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. 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;
- d. requests for scheduling PTO vacation requests for one or more non-prime calendar weeks must be submitted electronically to the 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 electronically to the 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 submitted electronically within fourteen (14) days of the last date such requests must be filed.

- e. 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 9. 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 their regularly scheduled hours, as needed.

Section 10. 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 11. 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 regularly scheduled to work on any of the above recognized holidays have the option of taking PTO or time off without pay.

Section 12. Selection of Holidays

- a. Where the department/unit must remain open for a recognized holidays and when staffing requirements demand, employees shall be required to work one shift on one (1) of the following paid holidays:

Independence Day	Labor Day	Easter
Memorial Day	Thanksgiving Day	

- i. In addition, each employee working seven and one-half (7 ½) 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 am – 3:00 pm	December 31	7:00 am – 3:00 pm
December 24	3:00 pm – 11:00 pm	December 31	3:00 pm – 11:00 pm
December 24	11:00 pm – 7:00 am	December 31	11:00 pm – 7:00 am
December 25	7:00 am – 3:00 pm	January 1	7:00 am – 3:00 pm
December 25	3:00 pm – 11:00 pm	January 1	3:00 pm – 11:00 pm
December 25	11:00 pm – 7:00 am	January 1	11:00 pm – 7:00 am

- ii. 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 schedule for Christmas Eve and Christmas Day, the least senior employee who has not selected a shift on Christmas Eve or Day will be schedule on one of those days.
- iii. Should there be a conflict with scheduling on the holidays, it shall be granted according to seniority.
- iv. 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 based on job category.
- v. No employee will be required to work any holiday two years in a row unless they request to do so.
- vi. 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 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
- b. The Patient Access department will continue to follow their current Holiday rotation calendar.

Section 13. 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 vacation shall be met.

Section 14. For the purposes of accommodating requests for vacation, only staffing requirements for bargaining unit members in a given 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 15. 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 16 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 17. In accordance with the Leave Time Donation policy (HR-044-BE), an eligible employee may voluntarily donate a portion of their own PTO benefit to an employee who is away from work on approved continuous leave greater than seven (7) days for NYS Disability, FMLA, NYS PFL, worker' compensation, 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 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 18. Unscheduled absences are subject to the provisions of CT Article 47, Attendance and Tardiness.

Section 19. 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, unused 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, unused 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, unused 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.
- d. Payment of accrued, unused PTO at the time of termination will be made on the next regular payday for the pay period in which the termination occurred. Upon the death of an employee with a PTO balance, accrued, unused PTO will be paid to the employee's estate.

## **Article 7 Health and Safety/Workplace Violence**

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 (1) 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 monthly 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; including 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 8**

### **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. Where low census reductions are needed, employees who are qualified will first be assigned to float to available assignments.

- a. 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.
- b. 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 [1.5]) 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 sixty (60) hours 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 voluntary low census. At the time the employee's leave begins, the voluntary low census turns will be frozen. When the employee returns, the highest number of voluntary low census turns taken by any one employee on their unit during the leave of absence will be added to the frozen number and a new number awarded (e.g., before disability Employee "A" had four (4) voluntary low census turns. During the leave, Employee "B" had the highest number of turns, with three (3). Employee "A" will have an adjusted number of seven (7) upon return to duty). A newly hired employee will, upon completion of the probationary period, receive the same number of voluntary low census turns as the employee with the highest number of voluntary low census turns in the unit for that low census year.

## **Article 9 Workload and Staffing Committee**

Section 1. There will be a Workload and Staffing Committee. The co-chairs of the 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. This committees 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.

Section 3. The Workload and Staffing Committee will strive to improve the current clerical and service grids through:

- a. analysis of current staffing templates for all inpatient/surgical areas;
- b. analysis of current staffing templates for all outpatient/ED areas; and
- c. analysis 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.

These committees will jointly review and recommend the grids/plans 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 staff in Western New York. The committee co-chairs will present their recommendations on such grids to the Senior Administrative Team and CSC for review and consideration.

Section 4. The Employer is committed to providing new employees with a formally structured orientation experience that supports their clinical growth and development. This will include assistance in necessary certification preparation.

Section 5. The Employer will create an organizational culture of retention that empowers and is respectful of its clerical and service staff.

Section 6. Proposed agenda items will be exchanged in writing at least seven (7) calendar days prior to a scheduled meeting.

Section 7. Union committee members shall be compensated as time worked for time spent in committee meetings, as long as it does not incur overtime.

Section 8. Committee meetings shall not be utilized to take up grievances or for negotiations purposes.

Section 9. An employee questioning the staffing level on a specific shift on their unit, shall notify the Manager/Supervisor. The Manager/Supervisor will attempt to resolve the issue. If the issue is unresolved, the employee will indicate so on the NYS Staffing form. A copy of the form will be sent to the appropriate Manager to review.

*\*The Staffing/ Clinical Staffing Committee Article (CT Article 50) shall supersede this Article where any language is duplicated or inconsistent.*

## **Article 10 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. voluntary overtime lists, per-diem lists, etc., are established and utilized.

Section 3. All scheduled paid time off, inclusive of PTO, bereavement leave, and 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 supervisor/manager shall notify the department once the need for the volunteer is recognized. The exceptions will be when there is (a) a last minute call off resulting in no relief for an employee at work, or (b) there is a work in progress in the OR. 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.

Section 5. The following process will be followed to staff Switchboard, SPD, and Patient Access while staff are working alone at the end of the employee's work shift:

- a. Every effort will be made to solicit volunteers from the available staff at work.
- b. If there are no volunteers, department staff not currently working, will be solicited to voluntarily report to work.
- c. If there are no volunteers after following the above steps, coverage from outside of the department will be solicited.
  - i. It is understood that the scheduled employee may be required to remain at work until their relief reports to work, which will not exceed three (3) hours.

Section 6. Unscheduled overtime pursuant to Sections 4 and 5 above will be a standing agenda item at the Workload and Staffing Committee meeting.

### **Article 11 Cafeteria Discounts**

The Employer/Hospital shall provide the hospital cafeteria discount of thirty percent (30%) to members of this bargaining unit.

### **Article 12 Shift Rotation**

Section 1. The Employer shall have all employees without set shifts fill out a preference sheet with their preferred shift.

Section 2. Evening and night shifts shall be scheduled in the following manner:

- a. Those employees who are exclusively hired to work evenings and nights shall be scheduled first, then varied shift employees who prefer to work evenings and nights shall be scheduled next;
- b. Every attempt will be made to assign evening and night shifts on a rotating basis in reverse seniority order amongst varied shift employees;

- c. Where additional evening shifts are required, the least senior employee on the unit/department will be scheduled on a rotating basis for such evening/night 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.

**SISTERS OF CHARITY HOSPITAL, ST. JOSEPH CAMPUS  
REGISTERED NURSE**

## **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 including all staff registered nurses, critical care nurses, charge nurses, team leaders, and registered nurse permittees.

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 biweekly basis, an alphabetical list of all bargaining unit members including, but not limited to: name, address, last four digits of employees social security number, employee identification number, department number, date of hire, job code, current rate of pay, shift, telephone number (if available), email address (if available), a list of new hires, terminations/resignations and status changes, and offer letters.

Section 3. 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. If the Employer/Hospital knows pulling a Steward or Officer off their unit will cause staffing concerns. it will contact the Local.

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 the RN Bargaining Unit, 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. No more than one (1) person in any given unit/department 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 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.

Section 11. 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.

Section 12. 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 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 12, 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 CT Article 17 Filling of Vacant Positions.

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 four (4) 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 12, 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 by the close of

the self-scheduling period. 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 CT Article 18, Seniority, Sections 1 and 2.

Section 9. Employees who transfer to a per diem position shall not lose any paid time off prior to the transfer. Up to fifty-six (56) hours of unused paid time off will be transferred to a Paid Sick Leave Bank for use after the transfer, and any additional accrued, unused paid time off will be paid.

Section 10. Per diem employees may bid on a full-time or part-time position as outlined in CT Article 17 Filling of Vacant Positions. 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 11. 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 12. Per diem employees will not be entitled to wage adjustments or benefits except as follows:
- a. Wage increases specified in CT Article 64 Wages;
  - b. Shift differential as specified in CT Article 64 Wages, and CT Article 65, Shift Differential;
  - c. Overtime as per CT Article 67 Overtime;
  - d. Workers' Compensation;
  - e. New York State Disability;
  - f. New York State Paid Sick Leave and New York State Prenatal 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 4**  
**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. Where temporary reductions are needed, employees will be first assigned to float to available assignments as per Article 8 Floating/Resourcing, however such floating will not result in the downstaffing of an employee in another unit.
- Step 2. Overtime. Before temporarily reducing the normal work hours of any employees, the Employer shall first reduce scheduled "overtime" hours to be worked by employees on the affected shift, in the affected department.
- Step 3. 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. An employee who volunteers to take a temporary reduction shall have the option to take accrued PTO to which they are entitled.
- Step 4. Agency Employees. All agency employees will be downstaffed next.
- Step 5. 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 6. 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 7. 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 CT Article 32, 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 four (4) nurses, including the Charge Nurse will be on duty at all times);
- b. Operating Room;
- c. GI Unit;
- d. Ambulatory Surgery Unit;
- e. PACU;
- f. Hall 4;
- g. Clearview.

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)	(37.5 hours) per calendar year
Full-time (12 hour shifts)	(34.5 hours) per calendar year
Full-time (10 hour shifts)	(38 hours) per calendar year
Part-time (12 hour shifts)	(23 hours) per calendar year
Part-time (10 hour shifts)	(28.5 hours) per calendar year
Part-time (10 hour shifts)	(19 hours) per calendar year
Part-time 4	(30 hours) per calendar year
Part-time 3	(22.5 hours) per calendar year

Part-time 2

(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 hours.

- 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. In the peri-op departments, the Employer may notify employees up to the day before. 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 5 Hours of Work**

Section 1. The work week for all employees covered by this Agreement will begin at 12:00 am on Sunday and end the following Saturday at 11:59 pm.

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. In the case of a variable start position, seniority will be the determining factor on shift preference.

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 will post final work schedules at least four (4) weeks in advance of the time the employee is expected to work. Work schedules will be posted electronically. Final work schedules may only be changed (a) with the knowledge and agreement of the responsible supervisor and the affected employees; or (b) to fill open shifts. If balancing of the schedule prior to posting is required, agency will

be moved first. If further balancing is required, it will be done in inverse seniority order. Employees who wish to alter their scheduled time once the schedule is posted must obtain a replacement, submit a schedule change request electronically and also obtain approval from the responsible manager/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 will be based on seniority and 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 7, Shift Rotation and Article 6, 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 within a maximum of two (2) time blocks, 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 Employers/Hospitals will make every effort to schedule employees 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 on continuous FMLA or NYS PFL and the missed weekend duty occurs during such leave. Any employee with intermittent FMLA leave or intermittent NYS PFL leave may be required to make up the weekend;
- e. the employee is not needed according to staffing requirements of the unit within the next two (2) time blocks following the missed weekend;
- f. the employee is hired for a specific weekend requirement or has requested and is regularly scheduled to work weekends;
- g. the employee is scheduled off due to a major holiday on what would have normally been a scheduled weekend shift to work;
- h. the employee uses New York State Paid Sick Leave (PSL) or New York State Prenatal Leave (PNL)

- i. the employee is precluded from working due to an infectious disease per policy HRF 118.

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 required shifts, as set forth in Article 3, 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. Full shifts shall be awarded before partial shifts.

- a. After the seven (7) day period ends and not before, 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 shifts per month, inclusive of their 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.
  4. Agency personnel will be considered last, after all bargaining unit members have been offered and awarded extra time and/or overtime.

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.

Needs list shifts will then be made available for employees to pick up extra time. Needs list shifts will not be added to the schedule until the seven (7) day period closes. Extra time shall be approved by the Nurse Manager in seniority order will be placed on the schedule.

Section 10. Each employee will be given a paid fifteen (15) minute rest period during each work shift and it will not be used within the last hour of the 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 paid for attendance at all mandatory in-service programs whether or not the program is scheduled during their scheduled working hours. Employees will be paid for all scheduled hours of mandatory in service. Employees will also be allowed to pick up extra hours to make up the difference between the hours in their regular shift and hours in a mandatory in-service program, or they may use accrued and unused PTO to cover the difference in 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. It is expected that employees will make every effort to complete CBLs during hours of work, but those who complete CBLs on their own time will be paid for their time in accordance with the terms of these Agreements. Employees will obtain prior approval from the manager/supervisor to complete CBLs on their own time.

## **Article 6 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. Extended shifts beginning before 11 a.m. and continuing after 7 p.m. will also include an additional twenty (20) minute paid meal period between 5 p.m. and 7 a.m.

Section 3. Ten (10) hour shifts will be defined as those shifts that are ten (10) hours inclusive of a one-half (1/2) hour unpaid break and one (1) paid fifteen (15) minute break. For purposes of benefits:

- 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 (9½) hour shifts per week, or two (2) nine and one-half (9½) hour shifts per week.

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, except there will be only one (1) paid fifteen (15) minute break in cases when an employee receives an additional 20-minute paid meal period per Section 2 above. 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 7, Shift Rotation.

Section 7. Paid time off will be accrued and scheduled according to Article 12, Paid Time Off.

Section 8. Shift differential shall be paid according to CT Article 65, Shift Differential.

Section 9. Overtime shall be paid according to CT Article 67 Overtime.

Section 10. Extended shift vacancies will be posted according to CT Article 17, Filling of Vacant Positions.

Section 11. Extended shift employees are entitled to all other provisions provided for in this Agreement.

## **Article 7 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 Agency personnel will rotate first.
- Step 2 The Employer will seek to fill off shift positions with per diem nurses.
- Step 3. If there are no per diem nurses available, the Employer will request volunteers from regular employees.
- Step 4 If volunteers are not available, the Employer shall rotate day shift nurses according to inverse bargaining unit seniority, but only after the off shift has been posted to the needs list. The least senior nurse shall complete the maximum number of

rotation shifts under Section 2 before moving to the next least senior nurse.

However, the current shift rotation procedures for Hall 4 that meet the needs of the department shall continue. If the Employer/Hospital desires to make changes to the current shift rotation procedure for Hall 4, it will immediately notify the Union.

Section 2. The maximum number of rotation shifts worked per month according to bargaining unit seniority shall be:

0-14 years	three (3) days schedule period
15 years or more	zero (0) days schedule period

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, they will not be required to rotate more than three (3) days per month regardless of their seniority. Shift rotation will not occur if it leaves the day shift short staffed.

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 8 Floating/Resourcing**

Section 1. It is understood that if Floating/Resourcing is required, it will be done in the following order:

- A. Floating:
  - i. Agency personnel;
  - ii. Volunteers;

- iii. Per diem employees;
  - iv. Regular employees in inverse order of Hospital seniority;
- B. Resourcing:
- i. When there is a need to float to a unit that the employee is not competent in and staffing needs exist elsewhere in the facility, an employee will be offered the opportunity to be resourced.
  - ii. Staff that resource 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. Employees have the option to complete full orientation.

Section 2. An employee will not be required to float/resource more than once per shift. The exception shall be that employees may be returned to their "home" unit to complete their shift.

Section 3. Employees who are floated or resourced shall not be required to take charge.

Section 4. The Employer will attempt to provide coverage for the home unit by soliciting volunteers who are not scheduled prior to assigning an employee to float. Employees picking up extra time/overtime on their home unit will not be floated. No floating will occur if the floating will short staff one unit to make the other whole.

Employees will not be preassigned to float.

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/resource first, with subsequent floating/resourcing being assigned until all employees have been floated/resourced. Charge nurses shall not be subject to floating/resourcing except as provided for in Article 7, Section 3, Shift Rotation. If an employee volunteers to float/resource, it shall be credited to them so that they shall not be required to float/resource when the duty rotates to them.

Section 6. Graduate nurses and newly hired RNs will not float/resource for the first six (6) months following their date of hire (exclusive of orientation and classroom time) 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 9 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 for recommendation.

Section 5. There will be up to two (2) 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 Health and Safety Committees shall meet at least once every month or as mutually agreed by the members of the Committee. 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 7. 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 8. It is the Employers/Hospitals and the Union's objective to maintain an effective ergonomic program in order to help prevent and minimize occupationally related cumulative trauma and/or musculoskeletal disorders, including but not limited to a "minimal lift" and "no lift" work environment.

Section 9. The Safe Patient Handling (SPH) will become a standing agenda item.

### **Article 10 Parking**

The Employer also 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 Cafeteria Discounts**

Employees will be entitled to no less than twenty percent (20%) discount of the posted price of discount eligible items.

### **Article 12 Paid Time Off (PTO) and Holiday Scheduling**

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)	Maximum Balance in Employee Bank (Hours)
Date of Hire to less than 3 years (0-35 months)	.085 X each hour paid	165.00 Hours	217.50 Hours
3 years to less than 4 years (36-47 months)	.089 X each hour paid	172.50 Hours	225.00 Hours
4 years to less than 9 years (48-107 months)	.108 X each hour paid	210.00 Hours	262.50 Hours
9 years to less than 15 years (108-179 months)	.127 X each hour paid	247.50 Hours	300.00 Hours
15 years to less than 24 years (180-287 months)	.147 X each hour paid	285.00 Hours	337.50 Hours
24 years and following (288+ months)	.166 X each hour paid	322.50 Hours	375.00 Hours

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)	Maximum Balance in Employee Bank (Hours)
Date of hire to less than 9 Years (0-107 months)	.069 X each hour paid	135.00 Hours	150.00 Hours
9 years to less than 24 years (108 months–287 months)	.108 X each hour paid	210.00 Hours	225.00 Hours
24 years and following (288+ months)	.154 X each hour paid	270.00 Hours	288.00 Hours

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)	Maximum Balance in Employee Bank (Hours)
9 years to less than 24 years (108-287 months)	.154 X each hour paid	300.00 Hours	322.50 Hours
24 years and following (288+ months)	.172 X each hour paid	322.50 Hours	375.00 Hours

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)	Maximum Balance in Employee Bank (Hours)
9 years to less than 24 years (108-287 months)	.143 X each hour paid	252.00 Hours	270.00 Hours
24 years and following (288+ months)	.154 X each hour paid	270.00 Hours	288.00 Hours

Section 5. Eligible employees accrue PTO from their date of hire but cannot begin using their accumulated time until after completion of ninety (90) calendar days of continuous service. Prior to completion of ninety (90) calendar days of continuous service an employee may take time off without pay if approved by the appropriate supervisor. During their probationary period, 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 schedule period with routine time requests as noted in Article 5, 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. 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.

d. Selection of the Holiday:

1. Current holiday rotation procedures in departments/units that meet the needs of the department/unit shall continue (i.e., A, B, C rotation procedures).
2. A preference list shall be posted prior to the scheduling of each holiday group to select the holiday off.
3. Assignments to work a holiday in each group will be determined by the employee's preference and previous year's holiday assignment.
4. 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.

e. 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.

Should a department/unit be closed on a holiday, the employee may take the day with or without PTO.

f. 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.

Employees whose day shifts begin earlier than 7:00 am will continue to receive holiday premium pay for their entire shift.

- g. 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 consent of the affected employees. The initially scheduled holiday shall be considered the holiday commitment.
- h. 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 vacation 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. In case of conflict, seniority will be the determining factor. Full vacation weeks will be granted before single PTO days. Single PTO days will not count towards the maximum prime time limit.
- 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. Should there be remaining weeks during prime time, the manager/supervisor will offer additional prime week to staff beginning with the most senior employee per Section 10(b) above.
- 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 electronically three (3) weeks in advance of the start of the employees' PTO.

- i. 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 their regularly scheduled hours, as needed.

Section 11. Employees will be able to view their PTO balance by accessing their Employee Space portal.

Section 12. In accordance with the Leave Time Donation policy (HR-044-BE), an eligible employee may voluntarily donate a portion of their own PTO benefit hours to another benefitted employee who is away from work on approved continuous leave greater than seven (7) days for NYS Disability, FMLA, NYS PFL, worker' compensation, 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 recipient's rate of pay. The receipt of the donated PTO has to be on the same payroll as the donor.

Section 13. Unscheduled absences are subject to the provisions of CT Article 47, 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, unused 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, unused 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, unused 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
  4. The Employer will pay the balance of accrued, unused PTO on the next regular payday for the pay period in which the termination occurred.

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 13 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 15, 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 the CSC to monitor the number of any occurrences each month.

### **Article 14 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. 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 3. 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

Section 4. 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 5. 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. 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;
- c. current RN turnover and RN vacancy rates;
- d. employee satisfaction/feedback opportunities for improvement will be considered; and
- e. recruitment initiatives.

*\*The Staffing/Clinical Staffing Committee Article (CT Article 50) shall supersede this Article where any language is duplicated or inconsistent.*

### **Article 15 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 16 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, dialysis nurse, team leaders, the PAT nurse 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, dialysis nurse, team leaders, the PAT nurse 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 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 shift s.
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.

**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, Anesthesia Assistants, Correspondence Secretary, Cooks, Cook/Food Service Attendants Hybrid, Environmental Service Aides/Workers, Food Service Attendants, Groundskeepers, Imaging Service Attendants, Immediate Treatment Assistants, Lead Environmental Service Workers, Lead Sterile Processing Technicians, Nurse Assistants, Nutrition Clerks, Pharmacy Technicians, Radiology Office Clerks, Receiving Clerks, Sterile Processing Technicians, Storeroom Clerks, Surgery Schedulers, Treatment 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, Phlebotomist, 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 bi-weekly 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, (if available), email address (if available), a list of new hires, terminations/resignations and status 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. If the Employer/Hospital knows pulling a Steward or Officer off their unit will cause staffing concerns, it will contact the Local.

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 the 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) Service members shall be excused without pay for contract negotiations. No more than one (1) person in any given unit/department will be released for this purpose. Bargaining Committee members will be excused from work without pay for 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 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 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.

Section 11. 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.

Section 12. The Union will be granted access to Hospital conference rooms when requested and if approved in advance, based on availability, for the purpose of conferring with bargaining unit employees regarding grievances and administration of the contract.

### **Article 3 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 11, 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. A per diem employee will not be permitted to work more than four (4) 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 11, 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.

Section 4. 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 5. 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 4, Downstaffing.

Section 6. Per diem employees will have seniority as defined in CT Article 18, Seniority.

Section 7. Employees who transfer to a per diem position shall not lose any paid time off prior to the transfer. Up to fifty-six (56) hours of unused paid time off will be transferred to a Paid Sick Leave Bank for use after the transfer, and any additional accrued, unused paid time off will be paid.

Section 8. 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 9. Per diem employees will not be entitled to wage adjustment or benefits except as follows:

- a. wage increases as specified in CT Article 61, Service Salaries;
- b. shift differential as specified in CT Article 61, Service Salaries and CT Article 65 Shift Differential;
- c. overtime as per CT Article 67, Overtime;
- d. Workers' Compensation;
- e. New York State Disability;
- f. New York State Paid Sick Leave and New York State Paid Prenatal Leave;
- g. Retirement Plan benefits, if any, as per the terms of the St. Joseph Hospital Retirement Plan;
- h. holiday differential for all hours worked on designated holiday(s);
- i. 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;

- j. any other legally required benefits.

**Article 4  
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. Where temporary reductions are needed, employees will be first offered the opportunity to float to an available assignment per Article 7, Floating.
- Step 2. Any scheduled agency personnel will be canceled first.
- Step 3. Any scheduled overtime (time paid at time and one-half) will be canceled.
- Step 4. Volunteers will be sought from employees on the affected unit, by seniority on a rotational basis.
- Step 5. Per diem employees' time in excess of commitment days will be canceled next.
- Step 6. Reduce the scheduled hours of regular part-time employees which are in excess of their budgeted hours.
- Step 7. 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)	37.5 hours per calendar year
Full-time (12 hour shifts)	34.5 hours per calendar year
Full-time (10 hour shifts)	38.0 hours per calendar year
Part-Time (12 hour shifts)	23.0 hours per calendar year
Part-time (10 hour shifts)	28.5 hours per calendar year
Part-time (10 hour shifts)	19.0 hours per calendar year
Part-time 4	30.0 hours per calendar year
Part-time 3	22.5 hours per calendar year
Part-time 2	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 hours.

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 5 Hours of Work**

Section 1. The work week for all employees covered by this Agreement will begin at 12:00 am on Sunday and end the following Saturday at 11:59 pm.

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. In the case of a variable start position, seniority will be the determining factor on shift preference.

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 will post 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. Final work schedules may only be changed (a) with the knowledge and agreement of the responsible supervisor and the affected

employees: or (b) to fill open shifts. If balancing of the schedule prior to posting is required, agency will be moved first. If further balancing is required, it will be done in inverse seniority order. Employees who wish to alter their scheduled time once the schedule is posted must obtain a replacement, submit a schedule change request electronically-and also obtain approval from the responsible manager/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 will be based on seniority 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 #2, Shift Rotation and Article 6, 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 within a maximum of two (2) time blocks, 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 Employers/Hospitals will make every effort to schedule employees 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 on continuous FMLA or NYS PFL and the missed weekend duty occurs during such leave. Any employee with intermittent FMLA leave or intermittent NYS PFL leave may be required to make up the weekend;
- e. the employee is not needed according to staffing requirements of the unit within the next two (2) time blocks following the missed weekend;
- f. the employee is hired for a specific weekend requirement or has requested and is regularly scheduled to work weekends;
- g. the employee is scheduled off due to a major holiday on what would have normally been a scheduled weekend shift to work;
- h. the employee uses New York State Paid Sick Leave (PSL) or New York State Prenatal Leave (PNL);

- i. the employee is precluded from working due to an infectious disease per policy HRF 118.

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 required shifts, as set forth in Article 3, 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. Full shifts shall be awarded before partial shifts.

After the seven (7) day period ends and not before, 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 4 shifts per month, inclusive of their 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.
- d. Agency personnel will be considered last, after all bargaining unit members have been offered and awarded extra time and/or overtime.

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 and it will not be used within the last hour of the 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 paid for attendance at all mandatory

in-service programs whether or not the program is scheduled during their scheduled working hours. Employees will be paid for all scheduled hours of mandatory in service. Employees will also be allowed to pick up extra hours to make up the difference between the hours in their regular shift and hours in a mandatory in-service program, or they may use accrued and unused PTO to cover the difference in 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. It is expected that employees will make every effort to complete CBLs during hours of work, but those who complete CBLs on their own time will be paid for their time in accordance with the terms of these Agreements. Employees will obtain prior approval from the manager/supervisor to complete CBLs on their own time.

## **Article 6 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. Extended shifts beginning before 11 a.m. and continuing after 7 p.m. will also include an additional twenty (20) minute paid meal period between 5 p.m. and 7 a.m.

Section 3. Ten (10) hour shifts will be defined as those shifts that are then (10) hours inclusive of a one-half (1/2) hour unpaid break and one (1) paid fifteen (15) minute break. For purposes of benefits:

- 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.

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, except there will be only one (1) paid fifteen (15) minute break in cases when an employee receives an additional 20-minute paid meal period per Section 2 above. 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#2, Shift Rotation.

Section 7. Paid time off will be accrued and scheduled according to Article 11, Paid Time Off.

Section 8. Shift differential shall be paid according to CT Article 65, Shift Differential.

Section 9. Overtime shall be paid according to CT Article 67, Overtime.

Section 10. Extended shift vacancies will be posted according to CT Article 17, Filling of Vacant Positions.

Section 11. Extended shift employees are entitled to all other provisions provided for in this Agreement.

## **Article 7 Floating**

Section 1. Employees within the Department of Nursing will float as outlined below.

- a. Nurse Assistants may float to any nursing unit.
- b. An employee will not be required to float more than once during their scheduled shift.
- c. Employees who are assigned to float as a resource (e.g., not required to accept a specific assignment/designated patient assignment, but 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.
- d. The Employer will make every attempt to provide adequate coverage for the home unit prior to assigning an employee to float. Employees picking up extra time/overtime on their home unit will not be floated.
- e. 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. volunteers who have offered to float;
  - b. 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 their home unit first;
  - 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.
- Section 3. No floating will occur if the floating will short staff one unit to make the other whole.

### **Article 8 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 for recommendation.

Section 5. There will be up to one (1) 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 Health and Safety Committees shall meet at least once every month or as mutually agreed by the members of the Committee. 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 7. 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 8. It is the Employers/Hospitals and the Union's objective to maintain an effective ergonomic program in order to help prevent and minimize occupationally related cumulative trauma and/or musculoskeletal disorders, including but not limited to a "minimal lift" and "no lift" work environment.

Section 9. The Safe Patient Handling (SPH) will become a standing agenda item.

**Article 9  
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 10  
Cafeteria Discounts**

Employees will be entitled to no less than twenty percent (20%) discount of the posted price of discount eligible items.

**Article 11  
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)	Maximum Balance in Employee Bank (Hours)
Date of hire to less than 3 years (0-35 months)	0.087	6.50	165.0 Hours	217.50 Hours
3 years to less than 4 years (36-47 months)	0.089	6.70	172.5 Hours	225 Hours
4 years to less than 9 years (48-107 months)	0.108	8.10	210.0 Hours	262.50 Hours
9 years to less than 15 years (108-179 months)	0.128	9.60	247.5 Hours	300 Hours
15 years to less than 24 years (180-287 months)	0.147	11.00	285.0 Hours	337.50 Hours
24 years and following (288 + months)	0.167	12.50	322.5 Hours	337.50 Hours

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)	Maximum Balance in Employee Bank (Hours)
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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 ninety (90) calendar days of continuous service. Prior to completion of ninety (90) calendar days of continuous service an employee may take time off without pay if approved by the appropriate supervisor. During their probationary period, 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 Union Representation, Sections 6, 7, and 8, but excluding the following (1) CT Article 19 Leave of Absence, 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 schedule period with routine time requests as noted in Article 5, Hours of Work and Work Schedules except for instances of illness or other unforeseeable emergencies when it will be considered.
- c. 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.

- d. Selection of the Holiday:

1. Current holiday rotation procedures in departments/units that meet the needs of the department/unit shall continue (i.e., A, B, C rotation procedures).
  2. A preference list shall be posted prior to the scheduling of each holiday group to select the holiday off.
  3. Assignments to work a holiday in each group will be determined by the employee's preference and previous year's holiday assignment.
  4. 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.
- 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 (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
- f. Switching of shifts or partial shifts between employees may occur after the schedule is posted with the manager's approval. Requests must have the consent of the affected employees. The initially scheduled holiday shall be considered the holiday commitment.
- g. 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 may take a PTO day to keep them whole to budgeted hours, or take the day unpaid, if the schedule does not provide an opportunity to be scheduled another day within the week.

Section 8. Requests for Vacation PTO shall be submitted two (2) times a year electronically 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. 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. Full vacation weeks will be granted before single PTO days. Single PTO days will not count towards the maximum prime time limit.
- d. 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. Should there be remaining weeks during prime time, the manager/supervisor will offer additional prime week to staff beginning with the most senior employee per Section 10(b) above.
- e. 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.
- f. 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.
- g. 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.
- h. If a disability occurs prior to scheduled PTO and is expected to last into the PTO period, the PTO shall be rescheduled.
- i. 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 their regularly scheduled hours, as needed.

Section 9. Employees will be able to view their PTO balance by accessing their Employee Space portal.

Section 10. In accordance with the Leave Time Donation policy (HR-044-BE), 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 continuous leave greater than seven (7) days for NYS Disability, FMLA, NYS PFL, workers' compensation, 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 donor's PTO accrual bank with no adjustment for their dollar value. Donated hours shall be paid to the recipient at the recipient's 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 CT Article 47, 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, unused 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, unused 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, unused PTO at time of termination.
  - iii. 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.
  - iv. The payment will be made the next regular payday for the pay period in which the termination occurred.
- e. Upon the death of an employee with a PTO balance, accrued, unused 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 12 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 13 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 ambassadors, chart analysts, health information clerk, intern pharmacy assistants, monitor technicians, pharmacy clerks, pharmacy interns, pre-surgery test liaisons, rehabilitation aides, service representatives, switchboard operators, transport aides 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 ambassadors, chart analysts, health information clerk, intern pharmacy assistants, monitor technicians, pharmacy clerks, pharmacy interns, pre-surgery test liaisons, rehabilitation aides, service representatives, switchboard operators, transport aides the job titles and the employees hired to work in those job titles would return to the bargaining unit.

### **Memorandum of Understanding 2 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.

Section 3. Shift rotation will not occur if the rotation leaves day shift short staffed.

**Memorandum of Understanding 3**  
**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
- b. Pharmacy
- c. Distribution

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 Therapy Sleep Technologist, Respiratory Therapy Sleep Technologist, Respiratory Therapy Sleep Technician, 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 biweekly 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 (if available), email address (if available), a list of new hires, terminations/resignations and status 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. If the Employer/Hospital knows pulling a Steward or Officer off their unit will cause staffing concerns, it will contact the Local.

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, one (1) employee who is 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 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.

Section 11. 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.

Section 12. 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 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 any employees, the Employer shall first reduce scheduled "overtime" hours to be worked by 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 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 CT Article 32, 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)	(37.5 hours) per calendar year
Full-time (12 hour shifts)	(34.5 hours) per calendar year
Full-time (10 hour shifts)	(38 hours) per calendar year
Part-time	(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 hours.

- 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.

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 4  
Hours of Work**

Section 1. The work week for all employees covered by this Agreement will begin at 12:00 am on Sunday and end the following Saturday at 11:59 pm.

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. In the case of a variable start position, seniority will be the determining factor on shift preference.

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 will post 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. Final work schedules may only be changed: (a) with the knowledge and agreement of the responsible supervisor and the affected employees, or (b) to fill open shifts. If balancing of the schedule prior to posting is required, agency will be moved first. If further balancing is required, it will be done in inverse seniority order. Employees who wish to alter their scheduled time once the schedule is posted must obtain a replacement, submit a schedule change request electronically and also obtain approval from the responsible manager/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 will be based on seniority 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 16, Shift Rotation and Article 5, 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 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. 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 within a maximum of two (2) time blocks, 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 Employers/Hospitals will make every effort to schedule employees 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 on continuous FMLA or NYS PFL and the missed weekend duty occurs during such leave. Any employee with intermittent FMLA leave or intermittent NYS PFL leave may be required to make up the weekend.

- e. the employee is not needed according to staffing requirements of the unit within the next two (2) time blocks following the missed weekend;
- f. the employee is hired for a specific weekend requirement or has requested and is regularly scheduled to work weekends;
- g. the employee is scheduled off due to a major holiday on what would have normally been a scheduled weekend shift to work;
- h. the employee uses New York State Paid Sick Leave (PSL) or New York State Prenatal Leave (PNL);
- i. the employee is precluded from working due to an infectious disease per policy HRF 118.

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 required shifts, as set forth in Article 10, 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. Full shifts shall be awarded before partial shifts.

- a. After the seven (7) day period ends and not before, 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 four (4) shifts per month, inclusive of their 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.
  - 4. Agency personnel will be considered last, after all bargaining unit members have been offered and awarded extra time and/or overtime.

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, and it will not be used within the last hour of the 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 will be paid for missed lunch breaks. It is understood that all employees are expected to take their required meal period. Employees cannot refuse to take their mealtime. 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.

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 paid for attendance at all mandatory in-service programs whether or not the program is scheduled during their scheduled working hours. Employees will be paid for all scheduled hours of mandatory in service. Employees will also be allowed to pick up extra hours to make up the difference between the hours in their regular shift and hours in a mandatory in-service program, or they may use accrued and unused PTO to cover the difference in 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. It is expected that employees will make every effort to complete CBLs during hours of work, but those who complete CBLs on their own time will be paid for their time in accordance with the terms of these Agreements. Employees will obtain prior approval from the manager/supervisor to complete CBLs on their own time.

## **Article 5 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. Extended shifts beginning before 11 a.m. and continuing after 7 p.m. will also include an additional twenty (20) minute paid meal period between 5 p.m. and 7 a.m.

Section 3. Ten (10) hour shifts will be defined as those shifts that are then (10) hours inclusive of a one-half (1/2) hour unpaid break and one (1) paid fifteen (15) minute break. For purposes of benefits:

- 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.

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, except there will be only one (1) paid fifteen (15) minute break in cases when an employee receives an additional 20-minute paid meal period per Section 2 above. 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;

Section 5. Employees working extended shift must take all paid time off benefits in amounts equal to their regular extended shift.

Section 6. 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 reduction 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 7. 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 8. Paid time off will be accrued and scheduled according to Article 15, Paid Time Off.

Section 9. Shift differential shall be paid according to CT Article 65, Shift Differential.

Section 10. Overtime shall be paid according to CT Article 67, Overtime.

Section 11. Extended shift vacancies will be posted according to CT Article 17, Filling of Vacant Positions.

Section 12. Extended shift employees are entitled to all other provisions provided for in this Agreement.

**Article 6  
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 7  
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 8  
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 for recommendation.

Section 5. There will be up to one (1) 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 Health and Safety Committees shall meet at least once every month or as mutually agreed by the members of the Committee. Union representatives shall be compensated as time worked for time spent in committee meetings and for time spent on mutually approved assignments to projects as may be determined by the Committee.

Section 7. 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 8. It is the Employers/Hospitals and the Union's objective to maintain an effective ergonomic program in order to help prevent and minimize occupationally related cumulative trauma and/or musculoskeletal disorders, including, but not limited to, a "minimal lift" and "no lift" work environment.

Section 9. The Safe Patient Handling (SPH) will become a standing agenda item.

### **Article 9 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 10 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 (1) year of previous experience in the area where 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.
- c. A per diem employee will not be permitted to work more than four (4) shifts per scheduled month except to cover absences which are related to vacancies, 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 15, 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.

Section 6. Employees who change to per diem status within the same salary grade will continue to be paid in accordance with CT Article 63, Salaries.

Section 7. Employees who transfer to a per diem position shall not lose any paid time off prior to the transfer. Up to fifty-six (56) hours of unused paid time off will be transferred to a Paid Sick Leave Bank for use after the transfer, and any additional accrued, unused paid time off will be paid.

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 CT Article 18, Seniority.

Section 10. Per Diem employees may be required to share in the on-call responsibilities for their designated unit/department, and such on-call shifts will count towards the minimum shifts required under Section 5(a) above.

Section 11. Per diem employees will not be entitled to wage adjustments or benefits except as follows:

- a. Wage increases specified in CT Article 63 Wages;
- b. Shift differential as specified in CT Article 63 Wages, and CT Article 65, Shift Differential;
- c. Overtime as per CT Article 67 Overtime;
- d. Workers' Compensation;
- e. New York State Disability;
- f. New York State Paid Sick Leave and New York State Paid Prenatal 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 11 Cafeteria Discounts**

Section 1. Employees will be entitled to no less than twenty percent (20%) discount of the posted price of discount eligible items.

#### **Article 12 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 for notifying 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.

*\*The Staffing/Clinical Staffing Committee Article CT Article 50 & Technical Staffing Committee CT Article 51) shall supersede this Article where any language is duplicated or inconsistent.*

### **Article 13 On-Call Procedure Ultrasound**

Section 1. For the betterment of the Ultrasound Department and Catholic Health, the scheduling of associates required to take department call hours will be determined using the following methodology.

Section 2. All employees upon completion of probation and with the approval of their manager are required to take on-call. Call hours will be evenly distributed to qualified technologists. The call schedule will be signed by and provided to the department by imaging leadership. Individual changes to the call schedule can be made by mutual agreement of employee and management. This will be done through a Schedule Change request and must be approved by the Imaging Supervisor.

Section 3. Schedules are completed and posted two weeks in advance. Associates' availability is to be submitted to the Imaging Supervisor by the Monday prior to the posting. Any change to the posted shifts need to be submitted on the Schedule Change Request and approved by the Imaging Supervisor.

Section 4. On Call hour shifts are defined as:

Monday-Friday	Midnight-7:00 am (00:00-07:00) 5:00 pm – Midnight (17:00-00:00)
Saturday	Midnight-7:00am (00:00-7:00) 3:00 pm-Midnight (15:00-00:00)
Sunday	Midnight-8:00 am (00:00-8:00) 8:00 am-4:00 pm (8:00-16:00) 4:00 pm-Midnight (16:00-00:00)

Section 5. Weekend on-call shall be assigned with the monthly schedule.

Section 6. 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 7. In the event that the scheduled on-call person is unable to meet their obligation, the on-call person shall seek volunteers.

Section 8. In the event the scheduled on-call person calls off, the call hours will be awarded to the most senior volunteer per Article 4 Hours of Work, Section 9.

Section 9. No technologist shall be expected to take on-call if they are on vacation.

Section 10. 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.

#### **Article 14 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 CT Article 67, Overtime, plus the appropriate shift differential for all hours worked between 3:00 p.m. and 7:00 a.m.

Section 4. 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 5. Hours spent on 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. If an employee is scheduled on-call, is called into work, and is on the posted schedule 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 8. 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 9. The Employer shall not change scheduled on-call without the agreement of the employee.

**Article 15  
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 Accrual (Hours)	Maximum Balance in Employee Bank (Hours)
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 2. All part-time employees are eligible for PTO according to the following schedule:

Length of Service	Accrual Rate	Maximum Accrual (Hours)	Maximum Balance in Employee Bank (Hours)
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 ninety (90) calendar days of continuous service. Prior to completion of ninety (90) calendar days of continuous service an employee may take time off without pay if approved by the appropriate supervisor. During their probationary period, 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 schedule period with routine time requests as noted in Article 4, Hours of Work and Work Schedules except in extraordinary circumstances when it will be considered.
- c. 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.
- d. 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.
- e. 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.

Should a department/unit be closed on a holiday, the employee may take the day with or without PTO.

- f. 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.

Employees whose day shifts begin earlier than 7:00 am will continue to receive holiday premium pay for their entire shift.

- g. 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 consent of affected employees. The initially scheduled holiday shall be considered the holiday commitment.

#### Section 8. PTO Vacation Requests:

- a. Requests for PTO vacation 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 deadline for each submission period. In case of conflict, seniority will be the determining factor. Full vacation weeks will be granted before single PTO days. Single PTO days will not count towards the maximum prime time limit.
- 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. Should there be remaining weeks during prime time, the manager/supervisor will approve additional prime week to staff per Section 8(b) above.
- 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.
- h. 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 their regularly scheduled hours, as needed.

Section 9. Employees will be able to view their PTO balance by accessing their Employee Space portal.

Section 10. In accordance with the Leave Time Donation policy (HR-044-BE), 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 continuous leave greater than seven (7) days for NYS Disability, FMLA, NYS PFL, workers' compensation, 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 donor's PTO accrual bank with no adjustment for their dollar value. Donated hours shall be paid to the recipient at recipient's rate of pay. The receipt of the donated PTO has to be on the same payroll as the donor.

Section 11. Unscheduled absences are subject to the provisions of CT Article 47, 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, unused 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, unused 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, unused 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.
4. The payment will be made the next regular payday for the pay period in which the termination occurred.

Section 13 Upon the death of an employee with a PTO balance, accrued, unused 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 16 Shift Rotation**

Section 1. All employees may be required to rotate to a different shift on their assigned unit according to the following procedure:

- Step 1 Agency personnel will rotate first.
- Step 2 The Employer will then seek to fill shifts with per diem Technologists.
- Step 3 If there are no per diem Technologists available, the Employer will request volunteers.
- Step 4 If volunteers are not available, the Employer shall rotate Technologists according to inverse bargaining unit seniority, but only after the off shift has been posted to the needs list. The least senior employee shall complete the maximum number of rotation shifts under Section 2 before moving to the next least senior employee.

Section 2. The maximum number of rotation shifts worked per month according to seniority shall be:

0-14 years	five (5) days/schedule period
15 years or more	zero (0) days/schedule period

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, they will not be required to rotate more than three (3) days per month regardless of their seniority. Shift rotation will not occur if it leaves the shift rotated from short staffed.

Section 3. The Employer shall take into account an employee's shift preferences, but the Employer retains the discretion to assign rotation based upon its assessment of staffing needs.

**Article 17**  
**Complete Agreement**

This Agreement may not be amended, modified, waived, or otherwise revised except by written agreement by both parties.