

Agreement

between

Sheehan Health Network

and

**Communications Workers of
America, AFL – CIO
Local 1168**



Effective: July 1, 2010

Through: December 31, 2012

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ARTICLE 1
AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of **July, 2010** by and between the SHEEHAN HEALTH NETWORK, hereinafter referred to as the "Employer" and the COMMUNICATIONS WORKERS OF AMERICA, hereinafter referred to as the "Union."

ARTICLE 2
RECOGNITION

The Employer hereby recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment, for all of its employees in the collective bargaining unit certified by the National Labor Relations Board in Case 3-RC-8811.

Inclusions: This Agreement covers all full-time, part-time and per diem registered professional nurses and all persons authorized by permit to practice as registered professional nurses, employed by the Employer to perform registered professional nursing in positions demonstrated by the Employer as full-time, part-time and per diem.

Exclusion: All other employees; business office employees, technical employees, service and maintenance employees, Patient Discharge Planner, Coordinator Nursing Education, Nursing Education Instructor, Patient Health Teacher, Special Care Facilitator (skin nurse), Utilization Review Supervisor, and all guards and supervisors as defined in the Act.

ARTICLE 3
DEFINITIONS

As used in this Agreement and except as otherwise clearly required by its context:

- a.) "Agreement" means this Agreement and each appendix, schedule, amendment or supplement thereto;
- b.) "Employer" means the Sheehan Health Network;
- c.) " Union " means Communications Workers of America;
- d.) "Employee" means a member of the bargaining unit as defined in Article 2;
- e.) "Article" means a whole numbered article of the Agreement, "section" means a principal subdivision of an article, "paragraph" means a separately lettered subdivision of a section.

ARTICLE 4
NON-DISCRIMINATION

It is the policy of the Employer and of the Union not to discriminate in terms of employment or membership, respectively, on the basis of race, color, religion, sex, age, national origin, disability, ~~or~~ sexual orientation, **military status or marital status as defined by state or Federal laws.**

ARTICLE 5
AGENCY SHOP

Section 1. It shall be a condition of employment that every employee who is a member of the Union as of the effective date of this Agreement shall remain a member, and those who are not members on the effective date of this Agreement shall, no later than thirty (30) days following the effective date of this Agreement, become and remain members of the Union. Every employee hired after the effective date will become a member of the Union within thirty (30) days after the date of employment and thereafter remain a member. The Union shall notify the Employer in writing of any employee who has failed to join the Union and shall demand that the Employer terminate employment of said employee within thirty (30) days of said notification. If, during said thirty (30) day period, the employee joins the Union, the Employer shall not be required to discharge such employee.

Section 2. Each month the Employer will provide the local union with a list of additions to and deletions from the bargaining unit during the preceding month, to include the name, address and social security number of all such persons. The list shall also include all name and address changes received from members of the bargaining unit during the preceding month. Twice each year, on or about the anniversary of this agreement and six months thereafter, the Employer will provide the union with an alphabetized list of all members of the bargaining unit, with their addresses and social security numbers. The employer shall immediately notify the Union when a member of the bargaining unit retires from active employment. For purposes of this section, an employee retires when he or she is eligible for a benefit under the employer's retirement plan or would be eligible for such a benefit if he or she had participated in said plan.

ARTICLE 6
DUES DEDUCTION

Section 1. Upon receipt of a written authorization from an employee, the Employer shall, pursuant to such authorization, deduct from the wages due the employee each pay period and pay to the Union these dues in accordance with the following formulas:

Full-Time Employees	Hourly rate x 75 hours x 1.41 %
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Regular Part-Time Employees	Hourly rate x hours hired x 1.41% (the dues paid shall be reviewed periodically and adjusted as needed)
Per Diem Employees	Hourly rate x hours worked x 1.41% (this classification will be adjusted bi-weekly)

Section 2. The Employer shall deduct twenty-six (26) times per year from such employees' wages in accordance with the above formulas. The Employer shall also deduct an initiation fee of not more than \$25.00 for all new employees in a single deduction.

Section 3. The Employer shall not be obliged to make dues deduction of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient salary to equal the dues deduction. Upon the return of an employee to work from any leave of absence or layoff, the Employer will immediately resume the obligation of making such deduction.

Section 4. By the 20th of each month the Employer shall remit to the Union all deductions for dues made from the salaries of employees for the preceding month, together with a list of all employees, including social security numbers, from whom dues have been deducted.

Section 5. The Employer assumes no obligation, financial or otherwise, arising out of the provisions of this section and the Union hereby agrees that it will indemnify and hold the Employer harmless for any claims, actions or proceedings by an employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 7 COPE DEDUCTION

Section 1. The Employer agrees that, upon receipt of an individual written request in a form approved by the Employer and signed by an employee covered by this Agreement, the Employer will deduct twenty-six (26) times per year from such employee's wages the amount indicated by the employee on the COPE deduction form, and forward the full amount thus deducted to the Local. The request may be revoked by the employee at any time upon their written request to the Employer.

Section 2. The Employer assumes 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 Employer harmless for any and all claims arising out of claims under this Article.

ARTICLE 8
UNION REPRESENTATION

Section 1. The Union may select from employees in the bargaining unit, Union Stewards for the purpose of handling grievances. The Union shall furnish the Employer a listing of Stewards and the Departments which they are assigned to represent. Whenever there is a change in Stewards, the Union shall give written notice to the Employer and such notice shall be executed by the Secretary-Treasurer of the Local Union, the Union's Local President, or such other Union official designated by the Union.

Section 2. Stewards shall be given a maximum of two (2) hours per week during working time for the purpose of investigating grievances, representing employees at the various steps of the grievance procedure, or for attending to other legitimate Union business on Employer premises. For the purpose of this article, there shall be a maximum of four (4) stewards.

The Union Stewards shall receive approval from their supervisor before attending to grievance matters or other legitimate Union business, which shall not be unreasonably denied.

Section 3. The Employer will not be responsible to pay stewards who investigate or adjust grievances during other than working hours. However, should the Employer schedule a meeting relative to an employee grievance immediately before or after the end of the steward's regular shift, the steward shall be compensated at his/her regular compensation rate. Should the Employer schedule such a meeting when the steward is not scheduled to work, the steward shall be compensated at his/her base compensation rate.

Section 4. When an employee covered by this Agreement is interviewed by any representative of the Employer when the result of such interview could be discipline, or in connection with a reportable incident within the meaning of Department of Health regulations, the employee will be so informed and shall be offered Union representation. The Union representative may be an Area Vice-President or Officer of the Local Union.

Section 5. Within ninety (90) days of the expiration of this Agreement and upon receipt of a bargaining demand, the Employer shall provide up to two (2) days per month of excused, unpaid absence time for a two (2) month maximum for the Union bargaining committee, which may consist of two (2) bargaining unit employees. Such time shall be used to prepare for negotiations. This time must be requested in writing to the Human Resources Manager and Vice President of Nursing ten (10) days prior to the monthly schedule.

Joint negotiation dates between the Employer and Union will be mutually agreed upon.

Section 6. The Employer shall provide a maximum of fifty (50) days of unpaid excused time in total during each contract year, to members of the bargaining unit who are elected or appointed to serve as Local Union Officers, Union Stewards, Convention Delegates and Committee members to perform Union business on the following conditions:

- a.) This time shall be utilized in increments of no less than one (1) full day; and
- b.) Whenever possible, requests for this time shall be submitted in no event less than two (2) weeks prior to the requested time off, and such requests shall not be unreasonably denied.

Section 7. One (1) hour of orientation time shall be allotted for Union business.

ARTICLE 9 ACCESS TO EMPLOYER-UNION REPRESENTATIVES

Accredited Union Officers and Representatives not employed by Sheehan Health Network who must visit the premises to discharge the Union's duties as the employees' collective bargaining representative may do so at reasonable times by prearrangement with the Human Resource Manager or his/her designee so long as said officers or representatives do not interfere with the work of the employees and the operation of Sheehan Health Network.

ARTICLE 10 GRIEVANCE PROCEDURE

Section 1. A difference, dispute or complaint regarding the interpretation or application of this Agreement shall be brought to the attention of the affected employee's immediate supervisor by the employee or by the employee's union representative. Said individuals will discuss the matter and attempt to resolve it.

Section 2. A grievance shall be defined as any difference, dispute or complaint arising over the interpretation or application of this Agreement which has not been resolved in accordance with the informal procedure set forth in Section 1 above.

Section 3. A grievance shall be filed and processed as follows:

Step 1: The grievance shall be reduced to writing on a form provided by the Union and presented to the Vice President of Nursing Services or designee within fifteen (15) working days (Monday through Friday excluding holidays) of the occurrence of the event leading to the grievance, or the date on which the employee reasonably should have known of the circumstances leading to the grievance. The grievance shall clearly and concisely state all facts which constitute the basis for the grievance and shall specify the Article and Section of the Agreement claimed to have been violated. A meeting will be scheduled within ten (10) working days to be attended by the grievant, a union representative, the Vice President of Nursing Services, or designee, and the responsible nurse manager. The Vice President or designee shall issue a written response within ten (10) working days of the meeting, either resolving or denying the grievance. (A copy of the written

grievance shall be provided by the Union to the Human Resources Manager on forms to be supplied by the Union).

Step 2: If the decision of the Vice President of Nursing Services or designee is not satisfactory, it may be appealed within **seven (7)** working days after receipt of the above answer. A meeting between a Union Representative and the Human Resources Manager or designee of Sheehan Health Network will be held within five (5) working days of the request unless schedules do not permit and the time limits are waived by both parties. In this instance, the meeting will be held as soon as all parties to the grievance can be available. The Human Resources Manager or his/her designated representative will issue his/her written decision regarding the grievance within five (5) working days following the above meeting.

Step 3: If the grievance is not resolved at Step 2, then the aggrieved party has thirty (30) calendar days to notify the Employer, in writing, of its intent to refer the matter to arbitration. The grieving party will request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties will alternately strike names on the list until one name remains. That person shall be designated to arbitrate the dispute. Each party has the right to reject one entire panel.

Section 4. The arbitrator is hereby authorized to interpret and apply, but not to modify, enlarge, set aside, amend or restrict, the provisions expressed in this Agreement. The decision of the arbitrator will be rendered without undue delay and will be final and binding on all parties. The fees and expenses of the arbitrator will be paid jointly by the parties, including the cost of a neutral location if agreement is not reached to utilize the premises of either party. All other expenses of arbitration will be paid by the party who incurs them.

Section 5. Failure by the grievant to comply with the stated time limitations will constitute a bar to further steps in the grievance procedure and arbitration, and such grievance will be deemed abandoned. Should the Employer not timely respond at any step in the procedure, the grievance shall automatically be advanced to the next step. The stated time limitations may be extended by written agreement of both parties.

If the grievance involves a monetary claim, e.g., one for compensation, holiday pay, vacation pay or similar benefit, and the grievant is asked to await receipt of a future paycheck, the time between notice to the Employer and receipt of the paycheck shall toll the applicable time limitation.

Section 6. Individual grievances must be brought by the grieving employee. The Union or the Employer may file a grievance which affects either of the parties, a class of employees or a substantial number of individuals. Employer and Union grievances may be commenced at Step 2 of the grievance procedure.

Section 7. It is agreed that Step 1 and 2 of this dispute procedure may be waived if acceptable to both the Employer and the Union.

ARTICLE 11
BULLETIN BOARDS

Section 1. The Employer will maintain a glass-encased bulletin board, in the basement by the cafeteria, which will be reserved for official union notices. The Employer also maintains bulletin boards at off site clinics on which other union announcements may be posted.

Section 2. The Union shall have access to the bulletin board key. A copy of all material or literature posted on these bulletin boards will be provided to the Human Resources Manager for review.

Section 3. Bulletin boards shall be used for factual and non-controversial materials. The posting of material of a political nature (other than union elections) of any kind is strictly prohibited.

ARTICLE 12
PROBATIONARY PERIOD

Section 1. All full-time, regular part-time and part-time employees shall be probationary for a period of ninety (90) days following their date of hire (first work day).

Section 2. All per diem employees shall be probationary for a period of one hundred twenty (120) days following their date of hire (first work day).

Section 3. Time lost from work in excess of five (5) consecutive working days will not be included in computing the probationary period.

Section 4. The Employer may at its option extend the probationary period one (1) month by giving notice of extension in writing to the employee ten (10) days prior to the expiration of the probationary period.

Section 5. During the probationary period or any extension thereof, the Employer may discipline or discharge a probationary employee without recourse under this Agreement.

ARTICLE 13
POST-PROBATIONARY DISCIPLINE

Section 1. An employee will be disciplined or discharged only for just cause. An employee called to a disciplinary conference shall be offered Union representation at said conference. A disciplinary conference is one where discipline is anticipated. Counseling sessions relating to professional performance which may result in anecdotal notes are not disciplinary conferences.

However, an employee shall be provided with copies of all anecdotal notes, which notes shall not be maintained in the employee's regular personnel file.

Furthermore, such anecdotal notes will be removed from the nursing office file after a period of six (6) months from the incident.

Section 2. An employee will receive reasonable notice of a disciplinary conference, except in cases of serious improper conduct where the Employer must take immediate action. The Union recognizes that, depending upon the circumstances, notice of a disciplinary conference may be received shortly before the conference takes place. In a case involving discharge or suspension, the Employer will notify the Union, in writing, within forty-eight (48) hours after its action. Failure to timely provide said notice will not be a basis for vacating the discipline imposed, but will extend the time within which a written grievance must be presented for a period equal to the Employer's delay in providing notice. If the Union desires to contest a discharge or suspension, the dispute shall be submitted as determined under the grievance and arbitration procedure in this Agreement commencing, however, at Step Two of the grievance procedure.

Section 3. The Employer will utilize its Disciplinary Report form to record all disciplinary actions, including verbal warnings, written warnings, suspensions and terminations.

<u>Disciplinary Report</u>	<u>Duration</u>
Verbal Warnings	6 months
Written Warnings	9 months
Suspension	12 months

All time frames shall be based on actual time worked and employee's file will be updated and the infraction removed.

Section 4. The subject of a Disciplinary Report is the only portion of the report which may be included on the employee's annual evaluation report which will remain part of the employee's file. However, only Disciplinary Reports not destroyed in accordance with the above schedule will be used on the basis for progressive discipline.

ARTICLE 14 PERSONNEL FILES

Section 1. An employee who has completed his/her probationary period may review his/her personnel file (excluding pre-employment reference material) by prearrangement with the Human Resources Manager and may respond in writing to any written material in the file which he/she deems adverse to himself/herself.

Section 2. A Disciplinary Report or written complaint will be reviewed with an employee

before it is placed in the employee's **Personnel** file and will be signed and dated by the employee. A copy of any such document shall be provided. If the employee declines to sign, the report or complaint will be so annotated and placed in the file.

ARTICLE 15 EMPLOYEE CLASSIFICATIONS

Section 1. Full-time Employees. Those employees who are regularly scheduled to work seventy-five (75) hours per pay period. Such employees are eligible for full benefits under this Agreement.

Section 2. Regular Part-time Employees. Employees who are regularly scheduled to work thirty-seven and one-half (37½) or more hours in a pay period, but fewer than seventy-five (75) hours. Such employees are eligible for half benefits in accordance with other provisions of this Agreement.

Section 3. Per Diem Employees. A per diem employee is defined as provided in Article 16 of this agreement, which is entitled "Per Diem Employees".

Section 4. Temporary Employees. Employees who are hired for a specific job of limited duration not to exceed six (6) months.

(Other provisions pertaining to Temporary employees are contained in Article 17, entitled "Temporary Employees").

Section 5. Reclassification. Employees shall not be reclassified because they are temporarily scheduled to work more hours than normally required in their regular classification. However, should a regular part-time employee be scheduled to work seventy-five (75) or more hours per pay period for three (3) or more months, and said schedule shall not be the result of a temporary assignment resulting from a leave of absence, the regular part-time employee shall, after the third month, be entitled to receive the benefits of a full-time employee, except that entitlement to paid vacation and paid sick leave shall be retroactive to the date on which the employee commenced the three (3) month period of full-time employment.

Section 6. Appointment to a Position. Appointment to a position shall be in writing with a salary and differential(s) stated. A copy and review of Human Resources Department policies, position description, membership application, and the contract will be given, with application and contract to be provided by the Union.

ARTICLE 16
PER DIEM EMPLOYEES

Section 1. A per diem employee is one who works on a day-to-day basis in accordance with the provisions of this Article. An employee who wishes to transfer to per diem status shall submit a request in writing to the Vice President of Nursing Service or designee, which request shall be considered in the discretion of the Employer. All requests for transfer to per diem status shall be reviewed by the Vice President of Nursing Service or designee and the decision made will be based upon staffing needs of the department.

Section 2. Orientation of per diem employees shall be in accordance with Article 20, "Professional Practitioner Status."

Section 3. When schedules permit, the work requirement will be a minimum of three (3) days or twenty-two and one-half (22½) hours per schedule, which must include a minimum of one (1) weekend shift. Per diem employees will work one major holiday in summer (Memorial Day, Independence Day, Labor Day), and one in winter (Thanksgiving Day, Christmas Day, New Years Day) **on a rotational basis**. Per diem employees shall notify the Vice President of Nursing or designee at least two (2) weeks prior to the commencement of a schedule of those days on which the employee is available to work.

Section 4. A per diem nurse shall receive a minimum of one and one-half (1½) hours notice of cancellation of a scheduled shift.

Section 5. A per diem nurse shall provide a minimum of four (4) hours notice for cancellation of a scheduled shift, except where cancellation is due to illness, in which case the employee shall notify his or her supervisor at least two (2) hours (one [1] hour **before the starting time for any shift starting before ten (10) am.**

Section 6. On the anniversary of their date of employment, per diem employees who met the requirements of Section 3 (or has worked a minimum of 200 hours) shall receive one-tenth (1/10) of the vacation, holiday and personal leave benefits to which a regular full-time employee with similar service will be entitled in accordance with the provisions of this Agreement which cover those benefits. Said benefits will be paid in a separate check and, provided the employee worked a minimum of six (6) months following date of hire, will be prorated upon termination.

Section 7. Per diem employees are entitled to Workers' Compensation Liability Coverage and **New York State** disability benefits.

Section 8. Sick time accrued and banked by per diem employees who transfer from full-time or regular part-time positions shall be restored to them in the event they return to regular part-time or full-time status.

Section 9. A per diem employee called to work non-scheduled hours will be advised of the shift and unit to which the employee will be assigned. If such employee reports to the assigned

shift and unit, but is not needed, he or she will have the option of canceling the assignment or accepting reassignment to another unit.

ARTICLE 17
TEMPORARY EMPLOYEES

Section 1. Temporary employees will not be utilized to do bargaining unit work which can be performed by available laid off employees.

Section 2. If a temporary employee is selected to fill a regular position, the employee's original date of hire will be maintained but the employee's probationary period will begin on the date he or she begins work in the regular position.

Section 3. If a temporary employee is selected to fill a permanent position, the employee's original date of hire will be maintained. Temporary employees who actually work six (6) months on a temporary basis and thereafter become permanent employees shall not be subject to the probationary period.

ARTICLE 18
WORK TIME

Section 1. The employee's normal workday will be seven and one-half (7½) consecutive hours excluding scheduled meal periods.

Section 2. The normal workweek of employees will be thirty-seven and one-half (37½) hours in five (5) work days in a weekly period. The normal work week begins at 11:00 p.m. on Saturday and concludes at 11:00 p.m. the following Saturday.

Section 3.

a.) Following are the normal work shifts for employees in the bargaining unit, **other than charge nurses**:

Day Shift:	7:00 a.m. to 3:00 p.m.
Mid-day Shift:	11:00 a.m. to 7:00 p.m.
Afternoon Shift:	3:00 p.m. to 11:00 p.m.
Night Shift:	11:00 p.m. to 7:00 a.m.

b.) Bargaining unit employees assigned to the Out-Patient Departments or satellite clinics will work variable hours between 8:00 a.m. to 6:00 p.m. on five (5) days each week between Monday and Saturday. In the event the Employer schedules evening clinic hours, employees will be assigned evening hours first by seeking

volunteers and if there are no volunteers by seniority beginning with the least senior employee and rotating through the list.

- c.) The Employer may change the shift starting time for any unit for up to one (1) hour without the consent of the Union. Any such change shall be upon notice of at least one (1) week.
- d.) If the Employer determines that there is a need for an additional shift in the Ambulatory Clinic, it will establish such shift and negotiate with CWA as to the effect on the employee's covered by this agreement and its impact on staffing.

Section 4. The Employer will post a four (4) week schedule of each employee's assignment not less than one (1) week in advance of the start of each four (4) week schedule. The posted schedule shall not be changed except by agreement between the Employer and the involved employees. This schedule will remain in effect until it is superseded by a new schedule.

Section 5. Employees shall have every other weekend off. Should an employee not be able to work a scheduled weekend day for any reason, except where the absence is occasioned by vacation, an active duty military assignment of two (2) weeks or more in duration, funeral leave or long term disability, he or she will be required to work an additional weekend day within the next four (4) months as scheduled by the Employer. This provision is not intended to prevent employees from switching scheduled weekends with the approval of their supervisors. If staffing and operational needs allow, an employee may be permitted to utilize more than one (1) paid benefit day, whether holiday or personal, to extend a weekend on which the employee is not scheduled to work.

Section 6. All employees working a full shift shall be entitled to thirty (30) minutes of break time and a thirty (30) minute meal period without work responsibility during their normal work day. This time must be taken at the discretion of the department head or supervisor according to the work load schedule.

Any employee who, with prior notice to his/her supervisor, is unable to take a rest or meal period due to patient care needs, will be compensated for said period at the employee's applicable rate.

Section 7. An employee's overtime compensation rate will be one and one-half times the employee's regular compensation rate and will be paid for the following time:

- a.) Hours worked in excess of seventy-five (75) hours during a pay period, excluding the meal period.
- b.) Hours worked in excess of seven and one-half (7½) hours in a regularly scheduled work day, excluding the meal period.
- c.) For persons working special shifts (e.g., 10 hours, 13 hours) under Article 19, **Special Shifts** hours worked in excess of the regularly scheduled work day.

- d.) Hours worked on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. (For overtime pay purposes the holiday will begin with the 11:00 p.m. shift on the preceding day.)

Paid time off shall not be considered as time worked for the purpose of computing overtime hours worked except in the case of scheduled vacation, holidays and personal days.

Section 8. When overtime is required, qualified personnel shall be offered the overtime in the order as noted below:

- 1.) Per Diems not scheduled to work;**
- 2.) Part-time employees not scheduled to work;**
- 3.) Volunteers;**
- 4.) RN Agency staff.**

If coverage is not obtained, the employer may mandate the RN who is currently working by inverse seniority.

Section 9. A nurse floated to another unit will be the last to be mandated for overtime.

Section 10. Employees may be required to rotate shifts only in an emergency situation. Assignments will be made in a fair and equitable fashion.

Employees hired after January 1, 1987 may be required to rotate shifts for coverage purposes. However, the Employer will provide the Union with fourteen (14) days notice before implementing shift rotation.

Section 11. A request for a scheduled day off, holiday, personal leave or vacation day, other than those scheduled in accordance with the appropriate article, must be in writing, on the form provided by the Employer and must be submitted to the scheduling coordinator no later than the first Wednesday of the current schedule. An employee will be informed in writing of the decision on his/her request within two (2) weeks following the submission of said request. Requests for scheduled days off shall not be unreasonably denied.

ARTICLE 19 SPECIAL SHIFTS

Section 1. The Employer may establish voluntary shifts of ten, twelve or thirteen hours in units upon mutual agreement between the Employer and the staff employed in the unit, subject to approval by the Union upon notification prior to implementation.

Section 2. Positions on such shifts will be filled pursuant to Article 42, Transfers and Promotions of the Agreement.

Section 3. The workday of employees normally working thirteen hours will be twelve and one-half (12½) consecutive hours, excluding scheduled meal periods. Employees working these shifts shall have an additional fifteen (15) minutes of break time.

Section 4. The work week of employees normally working thirteen hour shifts will be thirty-seven and one-half (37½) hours in three (3) shifts during a work week. Regular part-time employees working such shifts will normally work either two (2) shifts in a work week, or three (3) shifts in a pay period. Employees will not be scheduled more than two (2) days in a row, unless agreed to by the employee.

Section 5. Employees normally working thirteen (13) hour shifts will receive every other weekend off.

Section 6. Employees working thirteen (13) hour shifts will receive premium compensation at the rate of one and one-half times the employee's regular compensation rate of hours worked in excess of seventy-five (75) hours during a pay period, and for hours worked in excess of twelve and one-half (12½) hours in a regularly scheduled day.

Section 7. The following shift differentials will be paid:

3:00 p.m. – 11:00 p.m.	6%
11:00 p.m. – 7:00 a.m.	8%

Section 8. Employees normally working thirteen (13) hour shifts will receive the following paid holidays:

- New Year's Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Birthday (Float)
- Floating Holiday

The employees will receive twelve and one-half (12½) hours pay for each holiday. All other terms of Article 28, **Holidays** of this Agreement shall remain the same.

Section 9. Employees normally working thirteen (13) hour shifts shall be entitled to two (2) personal days per calendar year and will receive twelve and one-half (12½) hours pay for each such day. The days will be prorated on the basis of one day for each six (6) month period or portion of a six (6) month period worked in a calendar year. All other terms of Article 30, Personal Days of the Agreement shall remain the same.

Section 10. Employees normally working ten (10) hour shifts will receive the following paid holidays:

New Year's Day

Labor Day

Martin Luther King Day (Float)
Washington's Birthday (Float)
Memorial Day
Independence Day
Good Friday

Columbus Day
Thanksgiving Day
Christmas Day
Employee's Birthday (Float)

Section 11. The employees will receive paid time off for a holiday at eleven (11) days, seven and one-half (7½) hours for a total of eighty-two and one-half (82½) hours. Holiday pay shall be at an employee's regular compensation rate, unless stated otherwise in 25, Salaries. All other terms of Article 28, Holidays, shall remain the same.

- a.) Employees normally working ten (10) hour shifts shall be entitled to three (3) personal days per calendar year. The employees will be paid seven and one-half (7½) hours at their regular compensation rate of pay for a total of 22.5 hours. All other terms of Article 30, Personal Days, shall remain the same.
- b.) Employees normally working ten (10) hour shifts shall receive an additional ten (10) minutes of break time per shift.

Section 12. All terms of Article 28, Holidays, of the Agreement shall be applied to employees working such shifts, including the definition of "day" as set forth in that Article.

Section 13. All other terms of this Agreement shall apply to employees working special shifts.

ARTICLE 20 PROFESSIONAL PRACTITIONER STATUS

Section 1. Staff Development

a.) Orientation

- (i) A new graduate or new hire with less than one (1) year of full-time experience or its equivalent shall receive a minimum of four (4) weeks of orientation, the last two (2) weeks of which shall be on the shift and **unit/department** to which the individual will be assigned. Where practicable, these final two (2) weeks of orientation shall be by one person who is familiar with the operations of the unit.
- (ii) A new hire with more than one (1) year of full-time experience or its equivalent shall receive a minimum of two (2) weeks of orientation, the last week of which shall be on the shift and unit to which the individual will be assigned and, where practicable, shall be one person who is familiar with the operations of the **unit/department**.
- (iii) Persons referred to in subparagraphs (i) **and** (ii) shall not be counted as staff during their operations.

- (iv) The nature and duration of orientation for transferees will be within the discretion of the **Director of Nursing or his / her designee** which will consider the qualifications and experience of the individual transferee, but will consist of at least one (1) week of orientation on the unit/**department** and shift to which the transferee is to be assigned.
- (v) Persons referred to in subparagraph (iv) shall not be counted as staff during their first week in their new position.

b.) Continuing Education

- (i) The Employer will continue its program of in-service education and provide inservicing on new equipment and procedures. The Employer shall also provide periodic updates of nursing practice to accommodate the needs of the staff.
- (ii) The Employer shall continue its present practice of compensating employees who must attend mandatory in-service programs outside of their regularly scheduled shift.
- (iii) Upon the prior approval of the Employer, which shall be granted in its discretion, an employee may be excused from a regularly scheduled shift to attend an education or training session without loss of pay. In such a case, the Employer will pay one-half of the registration fee.

- c.) Speakers. When a member of the bargaining unit speaks at a special event, with the approval of the Vice President of Nursing Service, the employee shall receive a stipend equal to his/her base compensation rate for the hours involved. If the employee speaks at the request of the Employer, the employee shall be compensated at his/her regular compensation rate.

Section 2. Evaluations

The **Unit/Department Manager** will evaluate employees in the bargaining unit at the completion of the probationary period and at least annually thereafter. Evaluations will be completed within ten (10) days of the end of the probationary period or of the employee's anniversary date. A written report will be prepared, a copy of which will be provided to the employee. In the absence of timely anecdotal and/or disciplinary action and documentation, negative ratings of performance standards shall not be included in the employee's annual performance evaluation.

The **Unit/Department Manager** will review the evaluation with the employee. The employee may submit a written response or comment to matters contained in the evaluation which will be maintained with the evaluation report in the employee's **Personnel** file. The contents of the evaluation report will not be subject to the arbitration procedure.

ARTICLE 21
PRECEPTOR PROGRAM

Individuals designated as preceptors by the Employer will be paid in accordance with Article 25, Salaries.

ARTICLE 22
IN-CHARGE

Section 1. An employee shall not be assigned as charge nurse without a minimum of **two (2)** weeks orientation on the unit/**department** and shift to which the individual will be assigned, which orientation shall be by a person familiar with the responsibilities of the charge nurse position on said unit **or department**.

Section 2. Charge responsibility will be equitably distributed among RN's who are qualified and, in the judgment of nursing administration, are able to assume such responsibility.

ARTICLE 23
FLOATING

Assuming satisfactory qualifications and orientation, nurses shall be floated in the following order:

- a.) agency personnel;
- b.) volunteers;
- c.) bargaining unit employees scheduled to work overtime;
- d.) **per diem** employees in inverse order of seniority;
- e.) regular employees in inverse order of seniority.

ARTICLE 24
HEALTH-SAFETY

Section 1. The Employer will provide a work place free from recognized hazards within the meaning of the Occupational Safety and Health Act.

Section 2. The Union shall designate one employee from the bargaining unit to serve as a member of the Safety Committee. This Committee shall meet at least **quarterly**.

Section 3. If the Committee meets during the employee's regularly scheduled shift, the employee shall be excused from normal work assignments without loss of pay. However, should the Committee meet at a time when the employee is not scheduled to work, the employee shall be compensated at his/her base compensation rate.

Section 4. An employee shall notify his or her immediate supervisor of conditions which the employee believes to be hazardous. If the supervisor does not agree that the condition is hazardous, or does not take appropriate steps to remedy a recognized hazard, the employee may report the condition to the bargaining unit member of the Safety Committee.

ARTICLE 25
SALARIES

Section 1. a). The salary schedule **will be effective March 1, 2010 and represents a 3% increase:**

START RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	1 year	2 years	3 years	5 years	8 years	12 years
21.41	22.34	24.36	25.13	25.75	26.53	27.34

b.) The following schedule will become effective **January 1, 2011 and represents a 3% increase:**

START RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	1 year	2 years	3 years	5 years	8 years	12 years
22.05	23.01	25.09	25.88	26.52	27.35	28.16

c.) The following schedule will become effective **January 1, 2012 and represents a 3% increase.**

START RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	1 year	2 years	3 years	5 years	8 years	12 years
22.71	23.70	25.84	26.66	27.32	28.17	29.00

Section 2. Eligible employees shall automatically move to a new step 4, 5, or 6 on the wage scale upon anniversary of their employment.

Section 3. A new employee with relevant experience, following probation, will be placed in

the step consistent with the employee's years of experience. Such employees will be placed in the next lower step during their probationary period. In no event will a new employee be placed higher than Step 5 following their probationary period.

Section 4. An employee's base compensation rate is an employee's salary exclusive of all differentials.

Section 5. An employee's regular compensation rate will be employee's base compensation rate plus any differential to which the employee may be entitled. The regular compensation rate will apply to all work time up to and including seventy-five (75) hours in a two (2) week pay period.

Section 6. Employees will be paid every two (2) weeks on Thursday or Friday. Paychecks will be available between 2:00 p.m. and 4:00 p.m. on Thursday and between 11:00 a.m. and noon and 3:00 p.m. and 4:00 p.m. on Friday. The Employer will continue its present practice of having paychecks for the night shift on Thursday available through the Nursing Supervisor, as well as those for other unit employees who request same from payroll prior to 4:00 p.m.

Section 7. A shortage of four (4) or more hours pay due to Employer error will be corrected with a supplemental check upon request. Other pay errors will be correctly in the payroll for the following pay period.

Section 8. The following differentials will be paid for hours worked on the second (afternoon) and third (night) shifts:

Second Shift: 6%

Third Shift: 8%

Section 9. A staff nurse who is scheduled to be in charge of a unit on any shift will receive a differential of seven percent (7%) for each hour so worked.

Section 10. A staff nurse assigned to precept an employee will be paid \$.75 per hour for all hours scheduled as a preceptor.

Section 11. A \$250 bonus will be paid to newly hired full-time employees who hold a master's degree after one (1) year of service. A \$250 bonus will be paid to present full-time employees one year after degree is obtained.

Section 12. If the Employer experiences difficulty in hiring registered nurses that would be members of the bargaining unit, notice will be sent to the Union. Upon receipt of such notice, the parties will meet for the purpose of discussing hiring practices including but not limited to registered nurse salaries and the existing wage scale. Any agreement to increase wages or change hiring practices will only be implemented only by the mutual consent of the Employer and the Union in writing.

ARTICLE 26
CALL-IN

Section 1. When an employee is called in to work outside his/her regularly scheduled hours and reports to work within one (1) hour of the call, the employee will be paid at his/her applicable rate from the time of the call. Such an employee shall receive a minimum of four (4) hours of work.

Section 2. The Employer shall advise the employee of the assignment for which they are being called to work.

ARTICLE 27
VACATIONS

Section 1. An eligible full-time employee is entitled to the number of weeks with pay for vacation listed below if, as of the anniversary date of his/her hire, he or she had the number of full years of continuous service with the Employer shown below:

<u>YEARS OF SERVICE</u>	<u>VACATION ENTITLEMENT</u>
1 year, but less than 5 years	2
5 years, but less than 10 years	3
10 years, but less than 15 years	4
15 years or more	5

An employee with six (6) months of service may take an advance of one (1) week against the vacation to which he/she would otherwise be entitled after one (1) year of service.

A "Year of Service" means the twelve month period between anniversary dates, and includes unbroken service as a Employer employee in positions outside the bargaining unit.

Section 2. A regular part-time employee will receive one-half of the vacation to which a full-time employee is entitled under this paragraph.

Section 3. An eligible employee will be paid for vacation at the employee's regular compensation rate. Upon thirty (30) days prior written notice an employee will receive his/her vacation pay on the payday immediately preceding the employee's vacation.

Section 4. Vacation entitlement shall be based upon the employee's anniversary date. No unpaid leave of absence shall be deemed or considered time worked in the computation of vacation entitlement. (An employee is not considered to be on an unpaid leave of absence while receiving New York State disability or Workers' Compensation benefits.) When an employee has been absent without pay, vacation entitlement shall be prorated on a percentage basis, i.e.,

the employee shall receive prorated vacation time off with pay, based on the percentage of actual time worked during the applicable year to regularly scheduled working time.

Section 5. The vacation period will be the entire year subsequent to an employee's anniversary date. An employee will not ordinarily be allowed to schedule more than two (2) weeks of vacation between June 15 and the first full week in September or one (1) week of vacation between December 17 and January 1. If staffing requirements permit, an employee may be allowed a third week of vacation between June 15 and September, but such an employee shall not be entitled, on the basis of seniority, to preempt one of the two weeks of prime time vacation requested by a less senior employee in accordance with the provisions of Section 6.

Section 6. Employees must submit requests for vacation periods no later than March 1 for the period June 15 through December 31, and no later than November 1 of the preceding year for the period January 1 through June 14. Vacations will be scheduled by agreement between the supervisor and the employee so as not to cause a serious interruption with the operations of the Employer. Employees will be notified of decisions relative to vacation requests no later than one (1) month after they are submitted. Requests for vacation submitted after March 1 or November 1 will not be unreasonably denied, but an employee submitting such request shall not be entitled, on the basis of seniority, to preempt one of the two weeks of prime time vacation requested by a less senior employee in accordance with the provisions of this paragraph.

Section 7. In the event two or more employees request the same vacation period, seniority shall control.

ARTICLE 28 HOLIDAYS

Section 1. The Employer recognizes the following as paid holidays in accordance with the provisions of this Article:

New Year's Day	Labor Day
Martin Luther King	Columbus Day
Washington's Birthday (Float)	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Employee's Birthday (Float)
Good Friday	

Section 2. Regular full-time employees who have completed their probationary period shall be entitled to this benefit as follows:

- a.) An employee who works on a holiday shall receive a normal day (seven and one-half [7½] hours) off at his or her regular compensation rate within thirty (30) days before or after the holiday. If an employee fails to report when scheduled to work on a holiday, he or she will not be entitled to a day off with pay.

- b.) An employee who is not scheduled to work on a holiday and does not work, will receive a normal day's pay of seven and one-half (7½) hours at his/her regular compensation rate.
- c.) If a holiday falls during an employee's vacation the employee shall receive a normal day off at his/her regular compensation rate within thirty (30) days before or after the vacation.

Section 3. Regular part-time employees who have completed their probationary period and who work at least thirty seven and one-half (37½) hours each pay period shall be entitled to one-half of the holiday pay received by full-time employees (5.5 days or 41.25 hours).

Section 4. All bargaining unit employees who work New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day shall be paid for work performed at one and one-half times the employee's regular compensation rate. Employees who work on other holidays shall receive their regular compensation rate.

Section 5. Each regular, full-time employee is entitled to two floating holidays with a normal day's pay (seven and one-half (7½) hours) per calendar year). This holiday shall be arranged by the employee with his or her supervisor at least fourteen (14) days prior to the requested holiday. In cases of duplicate requests accumulated seniority shall govern.

Section 6. Regular part-time employees shall be entitled to the floating holiday as in Section 5 above on a one-half basis; that is, the part-time employee shall be entitled to three and three quarters (3¾) hours holiday pay for the floating holiday.

Section 7. The floating holidays cannot be carried over from year to year unless scheduling needs prevent its use.

Section 8. No employee shall receive holiday pay unless the employee works his or her scheduled day before and after the holiday, unless excused in advance or in case of an emergency, as determined by the Vice President of Nursing Services. Where an employee works on the holiday, he or she must work the days before and after the day scheduled off in lieu of the holiday in order to receive holiday pay.

Section 9. The employee's birthday date shall be that as established by the Human Resources Department records. The birthday holiday shall be requested in accordance with Article 18, **Work Time** Section 10 of this Agreement.

Section 10. Requests for holiday time off shall be made with routine time requests as outlined in Article 18, Work Time. Requests for holiday time off will be approved in seniority order.

ARTICLE 29 SICK LEAVE

Section 1. All regular full-time employees will earn one (1) sick day at their regular compensation rate for every month worked up to a maximum of twelve (12) sick days per calendar year. Employees may accumulate up to one hundred thirty (130) days. No payment will be made of credit given for days earned over one hundred thirty (130). Employees will not earn sick days for months during which they receive Workers' Compensation payments or New York State disability benefits or while on a voluntary leave of absence.

Section 2. Sick days may not be used for more than eight (8) days during any twelve (12) month period for days of illness on which New York State disability benefits are not paid, except that sick leave days expended in connection with any statutory waiting period shall not be included in the eight (8) days.

Section 3. The Employer will buy back sick leave days available but unused for such short term illnesses to a maximum of two (2) days per year.

Section 4. The word "day" in this article refers to a work day of seven and one-half (7½) hours.

Section 5. For days of illness on which New York State disability benefits are paid, the Employer will supplement statutory disability benefits from an employee's earned sick days by paying an amount equal to the difference between the statutory benefit and the employee's regular compensation rate. In such cases, an employee's earned but unused sick days will be charged to the nearest hour with the amount of the supplement.

Section 6. To be ensured of sick leave benefits, an employee must notify his or her supervisor two (2) hours before the start of his or her regularly scheduled shift (one (1) hour for shifts starting **before ten (10) am**).

Section 7. Utilization of sick days will be permitted only for illness or injury and the Employer reserves the right to require an employee to procure medical verification of a disabling illness or injury for any such absence, regardless of duration, where such an absence is for three (3) consecutive days or more, the employee must present a physician's certificate, excluding Sheehan Health Network house physician's, prior to returning to work. Any eligible employee who does not promptly apply for New York State disability benefits will also be denied earned sick days.

Section 8. Unused earned sick days will not be paid for upon termination of employment, except in connection with a normal retirement (age 65). At the time of such a retirement, an employee will be paid for unused earned sick days up to sixty (60) days.

ARTICLE 30 PERSONAL DAYS

Section 1. A full-time employee shall be entitled to three (3) personal days per calendar year at the employee's regular compensation rate. Regular part-time employees shall receive a proportionate benefit.

Section 2. Personal days shall be scheduled in accordance with Article 18, **Work Time** Section 10, except in those cases where the notice required by said section cannot be given, in which event the employee shall submit his/her written request a minimum of 48 hours in advance, and include therein a statement as to the need for the personal day and the reason regular notice could not be provided. When an employee is unable to reach the work location due to an emergency situation, an employee may elect to take a personal day for this day.

Section 3. Personal Days must be taken within the calendar year.

Section 4. Personal leave days will be granted to new employees on a prorated basis determined by the date of hire. The days will be prorated on the basis of one day for each four (4) month period or portion of a four (4) month period worked in the calendar year.

ARTICLE 31 BEREAVEMENT LEAVE

Section 1. Regular full-time employees who have completed their probationary period shall be granted three (3) scheduled work days leave in the event of the death of a member of the employee's family. Family is defined as spouse, parent, child, grandparent, grandchild, brother, sister, mother-in-law, father-in-law, step-parent, step-child, legal guardian, **foster child** and significant other who has resided in the employee's household for a minimum twelve (12) month period prior to the date of death. Regular part-time employees who have completed their probationary period shall be granted two (2) consecutive days leave under this policy. Additional days of funeral leave without pay may be granted if the funeral is more than four hundred (400) miles away.

Section 2. These funeral days shall be paid to a maximum of twenty two and one-half (22½) hours at the employee's regular compensation rate provided the employee was scheduled to work on the days taken. The Employer has the right to require the employee to provide proof of death before granting funeral pay.

Section 3. One (1) bereavement day will be granted in the death of a sister-in-law or brother-in-law, **son-in-law, daughter-in-law, grandparents of spouse and domestic partner.**

ARTICLE 32

LEAVE FOR JURY DUTY AND COURT APPEARANCES

Section 1. A full-time or regular part-time employee on any shift will be granted leave for jury duty. An employee will be paid for such leaves the difference between the pay actually received from such jury duty and the employee's regular compensation. An employee will receive payment under this section only for jury service performed during days on which the employee was scheduled to work.

Section 2. To be eligible for this benefit, an employee must:

- a.) Notify his or her supervisor five (5) days, but not less than forty-eight (48) hours, before the day he or she is required to report for jury service.
- b.) Return to his or her supervisor a completed form certified by the Court Clerk.
- c.) Cooperate with the Employer in requesting excuse or delay from jury service where the employee's absence will adversely affect the Employer's operations.
- d.) It is understood that employees will report for work any full day they are free from the responsibilities of jury duty and on which they are scheduled to work.

Section 3. An employee will be excused from work without loss of pay when subpoenaed to attend a judicial proceeding arising from the duties of his or her employment at Sheehan. If the employee is not scheduled to work when required to appear, he or she will be compensated for the hours of required attendance. All compensation hereunder will be at an employee's base compensation rate; provided, however, that employees who regularly work the evening or night shift and who do not work such a shift because of a qualifying court appearance will receive regular compensation. To be eligible for compensation, an employee must:

- a.) be served with a subpoena;
- b.) provide a copy of that subpoena to his or her supervisor as soon as possible prior to the scheduled appearance, but in no event less than twenty-four (24) hours prior thereto, unless the subpoena is served fewer than twenty-four (24) hours prior to the scheduled appearance, in which event a copy will be provided as soon as possible;
- c.) upon being provided with a copy of the subpoena, the supervisor shall make scheduling arrangements with the employee to provide for the court appearance and appropriate time off; and
- d.) return the original subpoena to the Employer with the time excused noted thereon and initialed by the Court Clerk or attorney issuing the subpoena.

ARTICLE 33

MILITARY LEAVE

Section 1. Leave of absence for the performance of duty with the United States Armed Forces or with a reserve component thereof shall be granted in accordance with applicable law. The employee shall provide the scheduling coordinator with his/her schedule of military responsibilities as soon it becomes available.

ARTICLE 34 PERSONAL LEAVE

Section 1. An employee may, in the discretion of the Vice President of Nursing Services, receive an unpaid leave of absence for reasons such as the following:

- a.) Following the completion of six (6) months of continuous service, up to six (6) months after the birth of a natural child or the placement in the employee's home of an adoptive child;
- b.) Following completion of one (1) year of continuous service, up to twelve (12) months for education in an accredited institution for courses or programs related to an employee's job responsibilities; and
- c.) Following completion of probation, up to six (6) months for personal illness or illness in the employee's immediate family, which includes spouse, children, parents, grandparents, brothers, and sisters.
- d.) Circumstances covered by the Family Medical Leave Act (FMLA) which may not be covered in a) through c) above.

Section 2. Employees shall be required to use all available, accrued, paid benefit time, i.e. vacation, sick time, personal time, during a leave of absence under this Article. Employees on unpaid leave of absence shall not accrue benefits during their absence, but will not lose accrued unused benefits and will retain their seniority date if they return upon the expiration of the approved leave. The Employer will continue to contribute its share of an employee's health care coverage pursuant to Article 36, **Health Insurance** of this Agreement for twelve (12) weeks of a leave taken under this Article in a twelve (12) month period for the birth of the employee's son or daughter, the placement of a son or daughter with the employee for adoption or foster care, the personal illness of the employee, or a serious health condition of the employee's spouse, son, daughter, or parent. If the employee fails to return to work upon completion of a leave under this Article for which the Employer has contributed to the employee's health care coverage, the employee must reimburse the Employer for any amounts contributed on behalf of the employee, unless the employee can prove that failure to return was caused by circumstances beyond the control of the employee.

Section 3. An employee on unpaid leave of absence shall notify the Employer two (2) weeks in advance of the date on which he or she will be available to return to work. Where the

employee returns to work within three (3) months of the commencement of an excused absence, including both paid and unpaid leaves of all types, the employee will be entitled to return to the same unit, shift and position he or she had prior to the absence. Where the employee returns to work more than three (3) months following the commencement of an excused absence as defined above, and neither the employee's former position nor any other position for which the employee is qualified in the same classification is available, he or she will be placed on the list of per diem employees in accordance with the employee's accumulated seniority and must return to work in the first vacancy for which he or she is qualified in the same classification.

Section 4. An eligible employee, where possible, will apply for an unpaid leave in writing to the Vice President of Nursing Services at least four (4) weeks prior to the proposed commencement of such leave.

Section 5. A leave will not be approved for the purpose of working elsewhere.

ARTICLE 35 SERVICE DISCOUNTS

Section 1. The Employer will discount charges for all employees and members of their immediate families in accordance with the following schedule:

IN-PATIENT SERVICES:

Where an employee has private insurance or is entitled to benefits from a third party payor, 50 percent of uncovered charges, including private room charges but excluding telephone and television. Where there is no insurance or third party payor, 25 percent of such charges.

OUT-PATIENT SERVICES:

50% percent of uncovered charges.

Section 2. No discounts will be granted until all patient insurances are utilized including major medical. Discounts are forfeited on accounts referred to a collection service.

Section 3. Immediate family includes spouse, child, parent, brother or sister of an employee.

ARTICLE 36 HEALTH INSURANCE

Section 1. The Employer agrees to offer, to all eligible employees covered by this Agreement the following health insurance option:

- a.) Independent /Encompass B

The minimum benefit level will include a \$10.00 office visit co-pay and three (3) tier prescription drug coverage with co-pays at \$5.00/\$15.00/\$30.00 and dependent rider to age 23.

Section 2. If the Employer opts to contract for a health insurance plan with a lower benefit level than outlined in Section 1. above, the Employer will meet with the Union. There will be no change in health insurance provider or plan benefits without the agreement of the Union in writing.

Section 3.

- A.) In addition, the Employer agrees that it will reimburse any employee who incurs an out of pocket expense related to utilization of plan benefits that is greater than what the employee would have paid under the Encompass B Plan as outlined in Appendix A of this Agreement, including but not limited to:
 - a.) doctor office visits;
 - b.) specialty visits;
 - c.) chiropractic care;
 - d.) hospitalization;
 - e.) outpatient surgery;
 - f.) ambulance; and
 - g.) out-of-network hospitalization deductibles or co-insurance.
- B.) The Employer agrees that they will pay the service provider directly, on all in-patient deductibles.
- C.) **To recover other out-of-pocket expenses, CWA members will be responsible for faxing or mailing a copy of the invoice depicting the co-payment/deductible charge that was paid by the member to:**

**Sheehan Health Network
ATTN: Human resource Department
425 Michigan Avenue
Buffalo, NY 14203
Fax - 716-848-2190**

The Human Resource Department will reimburse CWA members for their out-of-pocket co-payment/deductible charges within seven (7) business days of receiving a claim.

Section 4. The Employer will contribute 100% of the premium for single coverage and 85% of the premium for family coverage.

The parties also agree that the dependent care rider to 23 will be added to the Encompass B plan and the employees will pay the difference in the premium

between the premium without the rider and the premium with the new rider.

Section 5. Coverage selected by new employees will be effective on the first day of the month following the completion of ninety (90) days of employment. Employees who have not previously been enrolled in one of the health care plans, may select a plan at the annual open enrollment. Such coverage will be effective on the first day of the following month.

ARTICLE 37
DENTAL INSURANCE

Section 1. The Employer will make available to all full-time and regular part-time employees the following Guardian Dental Plan:

		PLAN PAYS	
<u>Category</u>	<u>Plan Details</u>	<u>In-Network</u>	<u>Out-of-Network</u>
a.) Preventive Care:	Cleaning	100%	100%
	Oral Exams	100%	100%
	Sealants (per tooth)	100%	100%
	X-rays	100%	100%
b.) Basic Care:	Anesthesia	80%	50%
	Complex Extractions	80%	50%
	Fillings (one surface)	80%	50%
	Perio Surgery	80%	50%
	Repair & Maintenance of Crowns, Bridges & Dentures	80%	50%
	Root Canal	80%	50%
	Scaling & Root Planning (per quadrant)	80%	50%
	Simple Extractions	80%	50%
	c.) Major Care:	Bridges & Dentures	50%
Inlays, Onlays, Veneers		50%	25%
Single Crowns		50%	25%
d.) Orthodontia:		0%	0%
e.) Annual Deductible:	Individual	\$0	\$50
	Family Limit	3 Per Family	
	Waived For Preventative		
f.) Maximum Annual Benefit:		\$1,000	\$1,000

Section 2. Eligible employees may apply for coverage at the time of employment, when they transfer to an eligible status, within thirty (30) days of a qualified family status change, or during the annual open enrolment period held each Fall with coverage becoming effective January 1. An eligible employee may select single or family coverage.

Section 3. Coverage will begin on the first day of the month following application.

Section 4. For employees who transfer to an eligible status, eligibility for coverage begins on the first day of the month following the status change.

Section 5. The Employer will pay nothing towards the premium for single or family coverage.

ARTICLE 38 HEALTH EXAMINATIONS

The Employer will, at its expense, give each employee a general health examination when employee enters Employer's employment. Thereafter, the Employer will, at its expense, provide for each employee an annual health examination. The employee must submit to and schedule the annual health examination.

ARTICLE 39 LIFE INSURANCE

Section 1. The Employer will continue in accordance with present policy to provide to all full-time and regular part-time employees the following fully paid life insurance:

<u>LENGTH OF SERVICE</u>	<u>LIFE INSURANCE</u>	<u>ACCIDENT DEATH AND DISMEMBERMENT INSURANCE</u>
Two or more years	100% of Basic Annual Earnings rounded to the nearest \$100.	100% of Basic Annual Earnings rounded to the nearest \$100.
One but less than two years	75% of Basic Annual Earnings rounded to the nearest \$100.	75% of Basic Annual Earnings rounded to the nearest \$100.

Section 2. All coverages listed above are subject to a maximum of \$25,000 and a minimum of \$2,500.

Section 3. The Employer reserves the right to change life insurance policies.

Section 4. The employee may increase the amount of insurance coverage through payroll deduction.

ARTICLE 40
TAX-SHELTERED ANNUITY

Section 1. The Employer will continue to make available through payroll deduction a tax sheltered annuity (TSA) program.

Section 2. The Employer will contribute three percent (3%) of an employee's annual salary and not less than eleven dollars and twenty-five cents (\$11.25) per week into an appropriate annuity program for each employee covered by this Agreement.

ARTICLE 41
TUITION ASSISTANCE

Section 1. Full-time employees with at least one year of continuous service will be eligible for reimbursement of tuition costs for courses leading to associate, bachelor's or master's degrees in nursing or a health related field offered by an accredited college or university. Eligible employees may apply at the Human Resources Department. Application for tuition assistance will only be accepted up to one (1) month prior to the start of the course. In order to be eligible for reimbursement, you must remain actively employed full-time during the term of the course and at the time of course completion. An employee has to work twelve (12) months after completion of degree before he or she can voluntarily terminate employment. If the employee terminates his or her employment prior to twelve (12) months, he or she shall be required to refund any tuition assistance payments immediately preceding the effective date of termination. Employees who are enrolled in a qualifying program in which they are currently enrolled for a maximum of nine (9) credit hours per semester, at the successful completion of the course as follows:

- 100% reimbursement for A grade;
- 85% reimbursement for B grade; and
- 70% reimbursement for C grade, pass or satisfactory.

Other employees who meet all the requirements contained in the tuition refund policy will be reimbursed the cost of tuition as follows:

Length of Service	1-4 years	Upon completion of four (4) years of service
Satisfactory/pass	75%	100%
Unsatisfactory/fail	0%	0%

Maximum per year \$900.00 \$1,000.00

Section 2. The tuition refund policy includes reimbursement for laboratory fees that correspond with the courses taken. It does not include reimbursement for registration fees and books.

ARTICLE 42
TRANSFERS AND PROMOTIONS

Section 1. In the event of a vacancy in a bargaining unit position, which the Employer elects to fill, the following steps shall be taken:

- a.) the Employer shall post the position for seven (7) calendar days on the Employee Bulletin Board;
- b.) nurses who wish to be considered for posted vacancies shall apply in writing to the Employer's Human Resources Department before the end of the posting period;
- c.) all applications filed within the time limits set forth above shall be reviewed by the Vice President of Nursing Services or Designee and the successful applicant selected within seven (7) calendar days after the posting period has closed; and
- d.) vacancies will be filled according to seniority when the skill, ability, qualifications and previous job performance of the applicants are approximately equal.

Section 2. The Employer shall post the name of the successful candidate for a posted position for a period of seven (7) calendar days and shall advise all unsuccessful candidates in writing of the reason they were not selected within said seven (7) day period.

Section 3. In event no employee bids, or no bidder has the skill, ability and qualifications to perform the job, the Employer may hire from the outside. Following the initial posting, the vacancy shall continue to be posted, until the position is filled by either an internal or external candidate. Until the position is filled, either by the award of a bid or the employment of a new hire, the Employer has the right to temporarily transfer an employee to fill the vacancy. Such a transfer shall not be for a period in excess of eight (8) weeks.

Section 4. All newly awarded positions shall be for a trial period of thirty (30) calendar days and the Employer shall have the right to return the employee to his or her old position before the end of this period in the event the employee is unable to satisfactorily perform the duties of the new position. Additionally, if the employee finds that he or she is not able to fulfill the duties of the newly accepted position, he or she may elect to return to his/her former position, provided that no more than thirty (30) calendar days have elapsed since beginning in the new position.

Section 5. The position to be vacated by a successful bidder will immediately be posted in accordance with this provision. The incumbent will remain in the position until it is filled, but in no event for a period in excess of eight (8) weeks. It is understood that a person filling such a position does so pending completion of the thirty (30) calendar day trial period of the former incumbent in his or her new position.

Section 6. Promotion to a position outside the bargaining unit shall be for a trial period of thirty (30) calendar days and the Employer shall have the right to return the employee to his/her former position before the end of this period. Additionally, if the promoted employee finds that she or he is not able to fulfill the duties of the new position, the employee may elect to return to his or her former position within thirty (30) calendar days of the effective date of the promotion.

The position to be vacated by the person promoted will immediately be posted in accordance with this provision. The incumbent will remain in the position until it is filled. It is understood that a person filling such a position does so pending completion of the thirty (30) calendar day trial period of the former incumbent in his or her new position.

ARTICLE 43 TEMPORARY POSITIONS

Section 1. A temporary position is one which is approved for a limited duration to cover absences occasioned by Disability, Workers' Compensation or Leave of Absence.

Section 2. In order to be considered a temporary position it must be of at least thirty (30) days in duration. All temporary positions must be posted according to Article 42, Transfers and Promotions.

Section 3. An employee filling a temporary position will remain in that position until the permanent employee returns to work. Upon return of the permanent employee, the employee filling the temporary position will return to his/her original position immediately and assume the current posted schedule.

Section 4. An employee who fills a temporary position will be eligible to receive the benefits outlined in this Agreement.

ARTICLE 44 SENIORITY

Section 1. Seniority shall be defined as continuous service with the Employer in a position covered by this Agreement from the most recent date of hire. When two (2) or more employees are hired on the same day, the first to have completed an application will be deemed to have greater seniority.

Section 2. An employee shall lose all seniority rights when any one of the following events

occur.

- a.) The employee voluntarily terminates or retires under any provision of an applicable retirement plan.
- b.) The employee is discharged for just cause.
- c.) The employee is not actively working due to illness or injury for a period in excess of twelve (12) consecutive months, unless the injury or illness arises out of or in the course of employment in which event the period shall be twenty-four (24) consecutive months.
- d.) The employee is laid off for twelve (12) consecutive months or a period equal to his/her length of service whichever is greater.
- e.) After layoff, the employee fails to report for work within fifteen (15) calendar days following actual notification of recall. If notice is sent by first-class mail to the employee's latest address appearing in the Employer's records, it will be assumed to have been received on the third day after the mailing. A copy of such notice shall be simultaneously mailed to the Union. Each employee shall be responsible for notifying the Employer of changes of address and telephone number.
- f.) The employee's absence for three (3) consecutive work days without notification to the Employer of the reason for the absence, unless failure to notify was due to conditions beyond the employee's control.
- g.) The employee fails to return to work upon the expiration of an excused leave, including both paid and unpaid leaves of absence, or, following the termination of such an excused absence fails to return to work in the first vacancy for which he or she is qualified in the same classification.

Section 3. An employee who is promoted or transferred out of the bargaining unit will retain seniority attained up to the time of the promotion or transfer for a maximum of six (6) months only. Such an employee will not accumulate seniority subsequent to the transfer or promotion. Retention of seniority is not an assurance that there will be a position in the bargaining unit for the employee during the six (6) month period except as provided in Section 6 of Article 42, entitled "Transfers and Promotions."

Section 4. The Employer shall maintain a single integrated seniority list of all full-time, regular part-time and per diem employees ranked by most recent date of hire into a bargaining unit position. A copy of said list shall be provided to the Union every six (6) months.

Section 5. Should the Employer determine that a reduction in the nursing force is necessary, persons on the seniority list shall be laid off as follows, provided in all cases that the remaining nurses shall have the skill, ability and qualifications to perform the work required satisfactorily

and efficiently, and provided further that the nurses who remain shall be required to work as scheduled by the Employer, so that the Employer's staffing patterns and needs, as determined by the Employer, shall be fully met.

- a.) The least senior employee or employees in the department, classification, and shift shall be subject to layoff in accordance with Section 6 below.
- b.) All probationary and temporary employees in the department, shift and classification, in which a layoff is to occur will be terminated before any regular employee in that department, shift and classification, is subject to layoff.
- c.) Vacancies filled by employees subject to layoff need not be posted under the Transfers and Promotions Article of this Agreement, and posted positions for which no employee has been selected and officially informed of the selection may be used by the Employer as a vacant position under this Article.

Section 6. For the purpose of a reduction in the nursing force, the department will be considered as follows:

- a.) Ambulatory Center (Employee Health Center, Family Care Center, Specialty Clinics, Emerson/Young) and any other satellite clinics owned and operated by the Employer.
- b.) City View Treatment Center (Detox. And Rehab.).

Section 7. When an employee with seniority is subject to layoff, or has their position eliminated, such affected employee shall be placed in a position in the bargaining unit in the following sequence, provided in all cases that the employee has the skill, ability and qualifications to perform the required work satisfactorily and efficiently:

Step 1: First, the employee shall be assigned to any vacant position in the bargaining unit which is in their classification and on the same shift. However, a full-time employee may elect to drop classification and bump the least senior employee in his/her department in a lower classification. At any step in this process, the employee can opt to drop shift.

Step 2: Second, if no such vacancy exists, the employee will be permitted to bump any probationary employee in his/her classification on the same shift.

Step 3: Third, if there are no probationary employees who may be bumped, then the employee subject to layoff may bump the least senior employee in his/her classification on the same shift.

Step 4: Fourth, an employee who cannot be placed within a position in his/her classification and shift shall be assigned to any vacant position in their classification.

Step 5: Fifth, if no such vacancy exists, the employee shall bump any probationary employee in their classification.

Step 6: Sixth, if there are no probationary employees who may be bumped in Step 5 above, the employee may bump the least senior employee in their classification provided the employee has more seniority than the least senior employee.

Step 7: Seventh, if the employee cannot be placed within a position in his/her classification the employee shall be laid off.

At any step in the above sequence, an employee subject to layoff may elect to take a layoff. A regular employee on layoff as a result of this procedure shall remain on layoff notwithstanding the fact that he or she accepts a call-in or substitutes for another regular employee who schedules vacation or holiday time.

When the least senior employee above is bumped, he/she shall be placed as if they were originally subject to lay-off.

Section 8. When more than one (1) employee is subject to lay-off or has their position eliminated, such affected employees shall be placed in a position in the bargaining unit by allowing the most senior to begin in the sequence outlined in Section 6. Additional employees will then be offered their position in order of descending seniority.

Section 9. The Employer shall give to the Vice-President of the Union and employee a minimum of seven (7) calendar days notice of lay-off.

Section 10. For employees who are laid off, payment for vacation due for a holiday or holidays earned but not received and unused personal days shall be made within four (4) weeks from date of layoff or by the end of the calendar year at the employee's discretion.

Section 11. Should an increase in the nursing force be required following a layoff, persons on layoff with seniority rights shall be recalled in the reverse order of layoff, i.e., the person with the greatest seniority shall be recalled first.

Section 12. A "budget day" is a day off without pay occasioned by a sudden decline in patient census resulting in a reduced need for personnel. Budget days will be assigned, in order, to volunteers, per diem employees and regular employees as follows:

Step 1: Volunteers - Budget days will first be assigned to volunteers on the affected shift. If there are insufficient volunteers on said shift, budget days will next be assigned to volunteers on the other shifts, provided the least senior per diem or regular employee, whichever is applicable, on the affected shift agrees to work in place of such volunteer and is qualified to perform the available work.

Step 2: Per Diems - If there are insufficient volunteers, budget days will next be assigned, in inverse order of seniority, to such per diem employees who are scheduled to work on the affected shift and department, thereafter to per diem employees who are scheduled to work on other shifts.

Step 3: Regulars - In the event additional staff reductions are necessary following the assignment of budget days to volunteers and per diem employees, the Employer will effect a normal layoff in accordance with this Article.

An employee assigned a budget day will receive as much notice as possible that he or she is being assigned a budget day, but in no event should said notice be less than one (1) hour prior to the scheduled commencement of the employee's shift. Should an employee receive less than one (1) hour notice, he or she will not report for work, but will receive (1) hour regular straight time pay. In the event an employee is assigned a budget day without prior notice, after having reported to work, the employee will be guaranteed two (2) hours work or pay in lieu thereof.

In the discretion of the Employer, An employee assigned a budget day may be permitted to take a personal leave day, vacation day or a holiday to which he or she is then entitled in lieu of the budget day.

Section 13. Employees on lay-off shall be permitted to continue participation in the Employer's group health and life insurance programs, provided the employees pay the full premium for said programs. Time spent on lay-off shall not constitute a "break in service" under the terms of the retirement plan.

ARTICLE 45 REINSTATEMENT

An employee who was employed by the Employer for an uninterrupted period of at least twelve (12) months whose employment with the Employer terminates and who in the Employer's sole discretion, is rehired within one (1) year from the date of termination of service shall, after completing twelve (12) months of service, receive their original date of hire, adjusted for the period of separation from employment, for the purpose of calculating compensation at the applicable step and entitlement to all other benefits in this Agreement.

ARTICLE 46 TERMINATION

Section 1. An employee whose employment is terminated by resignation is encouraged to give the Employer a minimum of four (4) weeks notice and is required to give two (2) weeks written notice. Such employees will be paid all earned (accrued) but unused vacation, holidays and unused personal days to which the employee would have been entitled under Article 30, Personal Days on a prorated basis.

Section 2. An employee who fails to give the required written notice shall not be paid said benefits.

ARTICLE 47
BARGAINING UNIT WORK

Except as set forth in Article 48 entitled, Subcontracting, non-bargaining unit employees shall not perform work normally assigned to members of the bargaining unit except for instructional purposes, including orientation, training and proper fulfillment of supervisory responsibilities, and in cases of emergency, including those related to patient care and staffing shortages caused by illness or other leaves of absence and to relieve where necessary for meal periods and breaks.

ARTICLE 48
SUBCONTRACTING

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

- a.) Contracting out of bargaining unit work will not occur if such contracting out will cause, currently and directly, layoffs from employment or any reduction in regular hours of work.
- b.) The Employer will not employ agency personnel until it has made a reasonable effort to utilize regular part-time and per diem employees.
- c.) The Employer will orient agency personnel.

ARTICLE 49
EMPLOYER POLICIES

Section 1. The Employer shall notify the Union two (2) weeks prior to implementing a new or revised policy and/or procedure which is not inconsistent with this Agreement, provided said policy and/or procedure is not required by a regulatory agency to be implemented immediately.

Section 2. During said two (2) week period, the Employer will post the proposed policy on those bulletin boards maintained in accordance with Article 11, **Bulletin Boards** of this Agreement.

ARTICLE 50
MANAGEMENT RIGHTS

Except as expressly limited by a provision of this Agreement, the Employer reserves and retains solely and exclusively all of its inherent rights to manage Sheehan Health Network and direct the nursing staff as such rights existed prior to the execution of this Agreement. These rights include, but are not limited to: the Employer's right to establish, continue, change or abolish those policies, practices, rules, regulations and procedures not limited by this Agreement; to discontinue processes or operations or to discontinue their performance by employees of the Employer; to determine the number and duties of employees; to hire, direct and assign employees; to establish and change work assignments, including, but not limited to, the determination of staffing patterns, the number of nurses employed and assigned, the duties to be performed by them, and the qualifications required; to transfer and promote employees; to layoff; and otherwise to relieve employees from duty for lack of work and to establish and change and to enforce rules for the conduct of employees.

ARTICLE 51 SUCCESSION

This Agreement will bind the parties and their corporate or operational successors or assigns.

ARTICLE 52 SEPARABILITY

Should any part or any provision of this contract be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect. The parties will meet to negotiate regarding that portion of the Agreement which has been held invalid.

ARTICLE 53 AMENDMENT

This Agreement may be amended or supplemented only by the mutual agreement of the parties in writing.

ARTICLE 54 NOTICES TO PARTIES

Any notices required under this Agreement shall be sent by registered or certified mail. Notices to the Union will be so mailed to Nurses United, CWA Local 1168, 505 Delaware Avenue, Suite 201, Buffalo, NY 14202.

ARTICLE 55
NO STRIKE/NO LOCKOUT

It is agreed that there will be no strikes, work stoppages, slow downs, interruptions or delays of work, picketing or lockout during the term of this Agreement. It is further agreed that should a strike, slow down, work stoppage, interruption, delay, picket line or other similar activity be engaged in by any member of the bargaining unit, the union stewards and officers have a duty to and will undertake specific and immediate action to assure compliance with this clause.

ARTICLE 56
DURATION

This Agreement shall become effective on **July 1, 2010** and shall continue in full force and effect through December 31, **2012**.

Thereafter, this Agreement continues for successive periods of twelve (12) months each unless either party gives ninety (90) days notice in writing to the other party prior to the expiration date of its desire to terminate, amend or modify this Agreement. Within thirty (30) days of the receipt of such notice the Union and the Employer shall commence collective bargaining with respect to a new Agreement.

Sheehan Health Network:

Communications Workers of America,
AFL-CIO:

Lucille Sheedy, Interim President & CEO
Sheehan Health Network

Debra M. Hayes, Staff Representative
Communications Workers of America

Lauera Johnson, Chairperson
Board of Directors
Sheehan Health Network

Sharon A. Schultz, Vice President
CWA Local 1168

Marilyn Chapman, Director of Human Resources
Sheehan Health Network

Tara Vickers, Member
CWA Bargaining Committee

**Appendix A
Sheehan Health Network**

Benefits	Independent Health Encompass C	Difference Between B & C
Office Visits	\$15 Copay	\$5
Special Visits	\$15 Copay	\$5
Chiropractic Care	\$15 Copay	\$5
Well Child Care	Covered in Full	
Hospitalization	\$500 Copay	\$500 (excludes maternity)
Outpatient Surgery	\$75 Copay	\$65
Emergency Care	\$50 Copay	
Ambulance	\$25 Copay	
Dependent Coverage	Dependent children covered to age 23	
Prescription	\$5/\$15/\$30	
Durable Medical Equipment	50% coinsurance up to \$1,000 maximum	
Prosthetic & Appliance	50% Copay	Annual allowance
Mental Health (Outpatient)	50% Copay for up to 20 visits per member per calendar year	
Xray	\$20	\$5
Rehab (PT, OT, Speech)	\$15	
Medical Eye Exam	\$15 Copay	\$5
Refractive Eye Exam	\$10 Copay	
Vision Allowance	Preferred Vision Plan	
Out of Network	Deductible: \$500/\$1000 Coinsurance: 75%/25% Out of pocket max: \$2,000/\$4,000	\$250/\$500 5% co-ins.
Single Cost	\$497.81	
Family Cost	\$1,275.64	