

# COLLECTIVE BARGAINING AGREEMENT

between

SISTERS of CHARITY HOSPITAL

and

COMMUNICATIONS WORKERS  
OF AMERICA, AFL-CIO



Effective: September 1, 2009

To: August 31, 2012

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**Article 1  
Agreement**

THIS AGREEMENT is made and entered into by and between SISTERS OF CHARITY HOSPITAL hereinafter referred to as the “Employer” and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, hereinafter referred to as the “Union.”

**Article 2  
Responsible Union – Employer Relationship**

The Employer and the Union recognize that it is in the best interest of both parties, and the employees, that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Employer and the Union and their respective representatives at all levels will apply the terms of this contract in accord with its intent and meaning and consistent with the Employer’s interest in maintaining uninterrupted, efficient and quality patient care services and the Union’s status as exclusive bargaining representative of all employees covered by this contract. Each party shall bring to the attention of all employees in the unit covered by this contract, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to insure adherence to this purpose.

**Article 3  
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, regular part-time and per diem registered nurses employed by the Employer at its 2605 Harlem Road, Cheektowaga, New York 14225, facility and its primary care centers, including all staff registered nurses, critical care nurses, dialysis nurses, charge nurses, team leaders, registered nurse permittees and the PAT nurse.

Exclusions: All other employees, including employees who are members of any religious order, nursing quality assurance coordinators, patient representative, physician assistants, clinical analysts, staff development-patient educator, case manager, directors, patient care coordinators, head nurses, assistant head nurses, utilization review manager, infection control manager, quality assurance manager, vice president of patient care services, assistant vice president – nurses, coordinator of surgical services, coordinator of emergency and ambulatory services, coordinator of educational services, director of social work and discharge planning, director of pharmacy, discharge planning supervisor, director of quality management, director of volunteers, nursing (shift) supervisors, managerial employees, confidential employees, temporary employees, students whose performance at the Employer is part of the educational course of study such students are pursuing, business office

employees, technical employees, physicians, other professional employees, and other nonprofessional employees, guards and supervisors as defined in the Act.

Section 2. The Employer shall provide to the Union on a quarterly basis an alphabetical list of all bargaining unit members listing their name, social security number, address, department number, date of hire, job code and telephone number and a list of any name and address changes.

Section 3. The Employer shall provide to the Union on a monthly basis a list of new hires, terminations/resignations, disability cases, compensation cases, leave of absence, status changes and address changes on a form provided by the Union.

Section 4. If the Employer eliminated an RN position or decides not to fill a vacant RN position at one of its primary care centers, the Union agrees that this decision will not be viewed as a violation of the contract.

#### **Article 4 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 Sisters of Charity Hospital. In any Article or MOU, in this collective bargaining agreement where St. Joseph Hospital is referenced, it shall mean, Sisters of Charity Hospital, St. Joseph Campus.
- c.) “Union” means Communications Workers of America;
- d.) “Employee” means a member of the bargaining unit as defined in Article 3, Recognition;
- e.) “Article” means a whole numbered article of the Agreement;
- f.) “Section” means a principal subdivision of an article; and
- g.) “Paragraph” means a separately lettered subdivision of a section.

#### **Article 5 Management Rights**

Section 1. The Employer retains the exclusive right to manage the business, to direct, control and schedule its operations and work force and to make any and all decisions affecting the Hospital, whether or not specifically mentioned herein and whether or not heretofore exercised. Such prerogatives shall include but not be limited to, the sole and exclusive rights to: hire, promote, layoff, assign, transfer employees; suspend, discharge and discipline employees for just cause;

select and determine the number of its employees, including the number assigned to any particular work; to increase or decrease that number; direct and schedule the work force; determine the location and type of operation including the methods, procedures, materials and operation to be utilized or to discontinue their performance by employees of the Employer in whole or in part and/or to sub-contract the same; determine and schedule when overtime shall be worked; install or remove equipment; transfer or relocate any or all of the operations or business to any location or to discontinue such operations, by sale or otherwise, in whole or in part at any time; establish, increase or decrease the number of work shifts and their starting and ending times; determine the work duties of employees; post and enforce rules governing employee conduct; train employees; establish, change, combine or abolish job classifications and determine qualifications; determine reasonable work performance levels and standards of performance of the employees, and in all respects carry out, in addition, the ordinary and customary functions of management except as specifically altered or modified by the express terms of this Agreement.

Section 2. The Employer shall have the right to assign any of the work required by new technology, equipment or processes to any department of the employer including departments not covered by this Agreement. The Employer shall have the sole right to determine what constitutes such new technology, equipment or processes.

Section 3. Failure to exercise any of the functions, whether or not expressly stated herein, shall not constitute a waiver thereof.

Section 4. The provisions of the Agreement do not prohibit the Employer from directing any person not covered by this Agreement from performing any task. The Employer, therefore, has the right to schedule its management and supervisory personnel at any time. The selection of supervisory personnel shall be the sole responsibility of the Employer and shall not be subject to the grievance and arbitration provision of this Agreement.

Section 5. The forgoing statement of the rights of management and of Employer functions are not all inclusive, but indicate the type of matters or rights which belong to and are inherent in management, and shall not be construed in any way to exclude other Employer functions not specifically enumerated.

## **Article 6**

### **No Strike – No Lockout**

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 this Agreement is in effect.

The Union, its officials, 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.

The Employer agrees that it shall not take any action during the term of this Agreement, which would constitute a lockout of employees in the unit covered by this Agreement.

### **Article 7 Successorship**

This Agreement shall be binding upon the parties hereto, their successors and assigns. In the event the Employer facilities are sold or assigned the Employer will give notice to the purchaser or assignee of the existence of, and operations covered by this Agreement. The Employer agrees not to sell or assign its 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 Agreement.

### **Article 8 Non-Discrimination**

Neither the Employer 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 preference, or activity or lack of activity on behalf of the Union in accordance with applicable State and Federal laws.

### **Article 9 Union Membership**

Section 1. All employees who are members of the Union on the effective date of this Agreement, shall as a condition of employment remain members for the term of this Agreement. All employees who wish to join the Union and do so after the effective date of this Agreement, shall as a condition of employment, remain members of the Union for the term of this Agreement.

Section 2. Employees who have not joined and do not wish to join the Union must, after they have completed thirty (30) calendar days of continued employment or on the execution date of this Agreement if on that date they have been employed for thirty (30) calendar days' pay to the Union an amount equal to the then current dues applicable to members as a contribution toward the administration of this Agreement. Employees who choose not to join the Union may authorize the payment of the Agency fee on a form which is the same as that shown in this Agreement.

### **Article 10 Dues 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 one-half (½) of the amount of monthly Union dues or an equivalent Agency fee specified in such request, plus an initiation fee not to exceed \$25.00 in a single deduction, and forward the full amount thus deducted to the Secretary-treasurer of the Union or his/her authorized agent as directed (a copy of the approved form is contained in Appendix B). The request may be revoked by the employee at any time upon

their written request to the Employer, and such request should be directed to the appropriate Employer representative.

Section 2. Deductions will be made or revoked in designated pay periods in the current payroll for properly executed dues/fee deduction authorizations or revocations received by the appropriate Employer representative on or before the last day of the previous payroll period. The Employer will correct any errors made in making such deductions in the payroll period following notice of such errors.

Section 3. The Employer agrees to make payroll deductions of the dues/fee and one (1) initiation fee when authorized to do so by the employee on a form as set forth below in an amount as certified to the Employer by the Secretary-Treasurer of the Union and to pay over to the Secretary-Treasurer of the Union by the 20<sup>th</sup> of each month any amounts so deducted. Changes in the amount of monthly dues or the amount of the initiation fee will be certified to the Employer at least thirty (30) calendar days prior to the requested change.

Section 4. The Employer assumes no obligations, financial or otherwise, to the employee or the Union 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 11 COPE Deductions**

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 appropriate union's committee on political education. The request may be revoked by the employee at any time upon their written request to the Employer, and such request should be directed to the appropriate Employer representative.

Section 2. The Employer assumes no responsibility either to the employee or 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 12 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 his/her 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 from each of the following departments to act as a Steward for the purpose of handling grievances and administering this Agreement:

- a.) GI Lab (1);
- b.) Interventional Radiology, Radiology Nurse, Clinic(s) (1);
- c.) Ambulatory Recovery Room, PACU and PAT (1);
- d.) OR, Urology (1)
- e.) H4 (1);
- f.) 5N, 5S (1);
- g.) Hall 2(1);
- h.) ICU/CCU, Stress Lab, Dialysis (2);
- i.) ED (1).

In addition, the Union shall appoint two (2) evening and two (2) night shift stewards to represent employees on their respective shifts.

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 his/her 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 his/her 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 his/her immediate supervisor.

Additionally, if it is necessary for the steward to enter another work area to handle a grievance, the steward must obtain authorization from the designated management representative for that area. Authorization shall not be unreasonably denied. Grievances shall be investigated and processed in a prompt and orderly fashion and in no event shall such activity interfere with the delivery of patient care.

Section 5. The Employer will not be responsible for paying stewards or employees who participate in grievance meetings which are scheduled during their off duty hours except if requested by the Employer. Grievance meetings will not be scheduled for other than work time except by mutual agreement.

Section 6. When an employee covered by this Agreement is interviewed by any representative of the Employer when the result of such interview could be discipline, the employee will be so informed and shall be offered a Union representative. A disciplinary interview shall not be delayed by the unavailability of the employee's designated steward. It is understood that the Union representative shall not interfere with the Employer representative's interview or investigation.

Section 7. An unpaid leave of absence for a period not to exceed three (3) years shall be granted to employees with one (1) or more years of bargaining unit seniority in order to accept a full-time position with the Union provided such leaves will not interfere with patient care needs and the operation of the Employer. During such leave, the employee shall accrue seniority and shall continue to accrue his/her pension benefit. For purposes of calculating the pension benefit, the employee will provide the Employer with the W-2 received from the Union on an annual basis. The W-2 amount will be used in the pension calculation. Such time shall not be considered as "time worked" for the purpose of accruing all other benefit payments. No more than one (1) employee shall be on such leave at any one time.

Section 8. Within ninety (90) days of the expiration of this Agreement and upon receipt of a bargaining demand, up to two (2) employees who are elected or appointed to the bargaining committee, for the purpose of negotiating a successor agreement, will be excused from work with pay for contract negotiations and union bargaining caucus.

Section 9. The Employer shall provide unpaid excused absence time for Union business to the Union's Area Vice-President not to exceed three (3) days per week, unless approved by the nurse manager. Employees using such excused absence time shall accrue seniority and all Employer paid benefits including pension accrual. For purposes of pension accrual, the Employer will credit the employee with earnings equal to the actual earnings reported on the W-2 from the Employer plus an amount equal to the employee's hourly rate multiplied by the number of excused absence hours, used by the area vice-president in a calendar year. The actual days of absence each week will be pre-approved by the nurse manager. The Employer shall also provide unpaid excused absence time to the Area Vice-President to attend Union leadership seminars, training sessions, conventions, district meetings and conferences. Such requests shall not be unreasonably denied. Written requests for such leave shall be made to the Employer at least two (2) weeks before the schedule is posted. Such absences shall not interfere with patient care-needs or the operation of the Employer and will be limited to fifteen (15) days per calendar year without loss of benefits.

Section 10. 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 without loss of benefits.

Section 11. The Employer will provide Union representatives twenty (20) 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.

### **Article 13 Bulletin Boards**

Section 1. The Employer will provide a glass enclosed, locked bulletin board for the posting of official Union business in a clearly visible location near the physician/employee entrance doors in the rear of the hospital. The Area Vice-President for the Union and the Hospital Human Resource Director shall have a key.

Section 2. The bulletin board will be placed conspicuously and in a place readily accessible to employees in the normal course of employment.

Section 3. A copy of all material or literature to be posted on the Union bulletin board will be provided in advance to the Director of Human Resources for review.

Section 4. All posted materials will be initialed by a Union representative prior to posting and shall include only factual and non-controversial material.

### **Article 14 Access to Hospital-Union Representatives**

Accredited Union officers and representatives not employed by the Employer shall have reasonable access to the Employer's premises for the purpose of conferring with management. Advance notice shall be provided to the Director of Human Resources or his/her designated representative. Union representatives shall conduct such business in a prompt and orderly manner. Such visits shall not interfere with the work of the employees and the operation of the Employer.

### **Article 15 Personnel Files**

Section 1. All employees will have reasonable access to their own personnel file at the time of their annual performance evaluation and at any time employment action has been taken. Notwithstanding the foregoing, no employee will have access to his/her file unless advance arrangements are made with the Human Resources office to schedule such inspection during regular business hours. Employees shall be permitted to take notes of items in the file but shall not remove any item from the record. Additionally, the Employer will provide an employee copies of documents of up to ten (10) pages from his/her personnel file but any balance over ten (10) pages shall be at the employee's expense.

Section 2. Employees shall have the right to respond in writing to any document in the file and such response shall become a part of the file.

Section 3. Requests for examinations of personnel files shall be reasonable as to frequency.

**Article 16**  
**Probationary Period**

Section 1. All new employees shall be probationary for a period of ninety (90) calendar days following their most recent date of hire.

Section 2. The Employer has the discretion to extend the probationary period up to thirty (30) calendar days upon written notice to the Union and the employee.

Section 3. During the probationary period or any extension thereof, the Employer may discipline or discharge a probationary employee without recourse under this Agreement.

**Article 17**  
**Post-Probationary Discipline**

Section 1. No employee will be disciplined except for just cause.

Section 2. An employee called to a disciplinary conference shall be offered a Union representative to be present at said conference. A disciplinary conference is one which the Employer's representative indicates the offense could result in discipline. Counseling sessions relating to professional performance which may result in anecdotal notes are not disciplinary conferences, if such anecdotal notes are not disciplinary in nature.

Section 3. The Employer has 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 4. 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, the repetitive nature of the offense, and time lapse between offenses. In cases of serious misconduct the Employer may advance the level of corrective action in proportion to the seriousness of the offense.

Section 5. The purpose of this system of progressive corrective action is to assist employees to correct inappropriate work behavior and/or work related performance. It is meant to aid in the development of professional work behaviors and improved "work related performance," rather than be a solely punitive system. In all cases (other than serious misconduct) where a corrective process is anticipated, counseling shall be used as a preliminary approach where possible and appropriate. The employee will be provided a copy of all disciplinary actions.

Section 6. The documentation of current corrective action measures shall remain in the employee's personnel file for a period of six (6) months from the date the discipline is imposed for

verbal warnings, twelve (12) months from the date the discipline is imposed for written warnings and eighteen (18) months for final written warnings from the date the discipline is imposed after which time provided the behavior/performance in question does not recur such documents will be removed. The time periods listed shall refer to actual time worked.

Section 7. In a case involving discharge or final written warning, the Employer will notify the Union, in writing, within two (2) working days 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 final written warning, 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 8. In cases where serious misconduct is alleged and the Employer determines an investigation is warranted, then the Employer retains the option to;

- 1.) place the employee on a fully paid administrative leave until the investigation has been completed, or
- 2.) assign the employee an RN assignment on the same shift and duration as their current position until the investigation has been completed.

Section 9. 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 alleged that serious misconduct has occurred, the Employer will have the option to impose one (1) day suspension without pay as an alternative to termination.

## **Article 18 Grievance Procedure**

Section 1. A grievance shall be defined as a claim of an employee, or the local Union, covered by the Agreement, which involves the interpretation, administration of, or compliance with a specific provision of this Agreement. An earnest effort shall be made to settle such grievances in accordance with the provisions of this Article.

Section 2. All grievances must be submitted to the Employer in writing, on a form provided by the Union within thirteen (13) calendar days after the event or events giving rise to the grievance occurred or within thirteen (13) calendar days after those events reasonably should have been known.

Section 3. At any time a Union representative or an aggrieved employee may elect to resolve a problem by first discussing it with a supervisor. If the problem is not mutually resolved, whether or not a discussion is held, a grievance shall be presented in writing to the Employer and it shall be processed in the following manner:

Step 1 Grievances shall be presented in writing to the employee's Nurse Manager or supervisor, for discussion with the aggrieved employee and his/her Union steward. The grievance shall identify the section of the contract allegedly violated and set forth a statement of the facts on which the employee is relying. The Nurse Manager or supervisor, shall schedule a discussion with the aggrieved employee and his/her Union steward within seven (7) calendar days after receiving the grievance. The Nurse Manager or supervisor's written answer shall be made available to the Union within fourteen (14) calendar days after the Step 1 discussion.

Step 2 If no mutually acceptable conclusion is reached in Step 1., it must be submitted to the designated Human Resources representative within seven (7) calendar days after receipt of the Step 1 answer. Within seven (7) calendar days after receipt of this step, the designated Human Resources representative shall meet with not more than two (2) Union representatives, one of whom may be an outside Union representative. Representatives of the Employer may include a like number. The designated Human Resource representative shall give the written decision of the Employer regarding the grievance to the Local Union President or designee within fourteen (14) calendar days following such meeting.

Step 3 If no mutually acceptable conclusion is reached in Step 2, the grievance may be resolved by the Mini-Arbitration Procedure if mutually agreed to by the Employer and the Union as agreed upon by the parties and attached to this agreement as MOU #7, and pursuant to those guidelines. Should the matter necessitate formal arbitration the party wishing to arbitrate must, within forty-five (45) calendar days after receipt of the Step 2 answer, notify the other party in writing of its intention to arbitrate the grievance. After notification to the other party has been given, the party wishing to arbitrate shall promptly notify the Federal Mediation and Conciliation Service and request that a panel of seven (7) arbitrators be submitted to the parties. Each party shall cross off from such list the names(s) of any arbitrator or arbitrators not acceptable and shall forward its list to FMCS. From the combined lists, FMCS will select the arbitrator commonly indicated as the greatest preference of the parties. In the event this procedure results in no common choice, either party may request FMCS for a second list of seven (7) names. If no mutual selection results from the second list, either party may request FMCS to name an arbitrator. The parties, by mutual agreement, may also bypass the above procedure and mutually agree on an arbitrator. In all cases, the decisions of the arbitrator will be final and binding on all parties.

Section 4. The arbitrator shall have the authority only to interpret the terms and provisions of the Agreement and shall have no authority to add to, modify or change any of the provisions herein. In the case of discharge or suspension, the arbitrator shall have the authority to uphold the discharge or suspension, to uphold the grievance, or to assess a lesser penalty, including in either case the authority to suspend the employee for any appropriate period or to reinstate the employee, with or without back pay and/or with or without restitution of full seniority and/or benefits.

Section 5. The cost and the expense of the arbitrator and the hearing room shall be shared equally by the 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 6. 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. The time limits may be changed at any Step by the mutual consent of the parties in writing. Failure by the Union or the grievant to comply with any time limitations including those relating to an arbitration demand, will close the grievance.

Section 7. Any grievance concerning disciplinary action, including discharge or suspension shall be reduced to writing and received by the Human Resources office within seven (7) calendar days after the action has been taken. Grievances concerning disciplinary action shall be processed beginning with Step 2 of the grievance procedure.

Section 8. No individual employee may institute an arbitration proceeding.

Section 9. Any time limit imposed upon the handling of grievances shall commence on the date of receipt.

Section 10. Not more than a single grievance arising under this Agreement may be arbitrated in a single proceeding before an arbitrator except by the mutual agreement in writing signed by the Employer and the Union.

## **Article 19 Categories of Employees**

Section 1. A full-time employee shall be defined as an employee having successfully completed the probationary period who is regularly scheduled to work thirty-seven and one-half (37½) hours or more per week exclusive of meal time.

Section 2. A regular part-time employee shall be defined as an employee having successfully completed the probationary period who is regularly scheduled to work less than thirty-seven and one-half (37½) but not less than fifteen (15) hours per week.

Section 3. A per diem employee shall be defined as provided in Article 20 of this Agreement, which is entitled "Per Diem Employees".

Section 4. A weekend employee shall be defined as provided in Article 21 of this Agreement, which is entitled "Weekend Employees".

Section 5. A temporary employee shall be defined as provided in Article 22 of this Agreement, which is entitled "Temporary Employees".

## **Article 20 Per Diem Employees**

Section 1. A per diem employee is neither a regular full-time nor regular 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.

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 or must have completed six (6) months of employment as a full-time employee or one (1) year as a regular part-time employee. An outside candidate for per diem status must have a minimum of one (1) year current experience in the area they are hired for. A change to per diem status requires two (2) weeks of advance notice, an available position and the agreement of the department head.

Section 3. Per diem employees must work one (1) full weekend per month if required by the Employer, and two (2) holidays each year (one in summer and one in winter) 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.

Section 4. Effective January 1, 2010 a per diem employee will not be permitted to work more than eight (8) shifts per 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 47, Paid Time Off (PTO). The weekend commitment may, in the Hospital's discretion, be a split weekend (i.e., two Saturdays, two Sundays or a Saturday and Sunday) or a full weekend. Per diem employees shall be deemed terminated if they are not available to work the commitment outlined above for a period of sixty (60) days.

Section 5. Per diem employees will make their availability known to their supervisors when routine time requests are due. Per diems will not, however, have their schedules finalized before regular employees.

Section 6. Per diem employees shall be required 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 regular full-time or regular part-time employees and will earn wage and benefit increases appropriate to his/her seniority date as per Article 23, Seniority, Sections 1 and 2.

Section 9. Per diem employee may bid on a regular full-time or regular part-time position as outlined in Article 26, Vacancies, Job Bidding and Transfers. For the purposes solely of bidding on vacant regular full-time or regular 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 regular full-time or regular part-time employee for two (2) years or more and immediately thereafter becomes a per diem employee, he/she shall retain such previously accrued seniority and shall be credited for all hours worked as a per diem for the purpose of determining his/her 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 his/her seniority for job bidding purposes.

For purposes of applying 9 a.) and 9 b.), seven hundred eighty (780) hours worked as a per diem shall equal one year of service. It is understood that no employee may receive credit for more than one (1) year of service in any calendar year.

Section 10. Regular employees who wish to transfer to per diem status shall submit a written request to the Nursing Office. If the department head approves the transfer request, the transfer shall occur within sixty (60) calendar days.

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 Article 40, Wages;
- b.) shift differential as specified in Article 40, Wages, and Article 41, Shift Differential;
- c.) overtime as per Article 29, Overtime;

- d.) Workers' Compensation;
- e.) New York State Disability;
- f.) Retirement Plan benefits, if any, as per the terms of the St. Joseph Hospital Retirement Plan;
- h.) holiday differential for all hours worked on designated holiday(s); and to
- i.) participate in the Employer's Group Medical Insurance Plan at their own expense.

**Article 21**  
**Weekend Employees**

Section 1. A weekend employee is defined as one who is regularly scheduled to work two (2) shifts per weekend between the hours of 11:00 p.m. Friday and 7:00 a.m. Monday. Weekend employees will be required to work the same shift duration as the Unit/Department to which they are assigned.

Section 2. Except for those issues specifically addressed in this Article, Weekend Employees will be administered as are Per Diem Employees, under Article 20 of this Agreement.

Section 3. Employees hired to work as a weekend employee are required to work every weekend. Weekend employees may schedule up to ten (10) weekend shifts off per calendar year subject to the approval of the manager. Weekend employees will be required to work holidays that fall on a weekend and will be compensated for holidays in accordance with Article 47, PTO.

Section 4. Employees classified as weekend employees will be paid in accordance with Article 40, Wages, Section 5 for all hours worked between 11:00 p.m. Friday and 7:00 a.m. Monday. Hours worked between 7:00 a.m. Monday and 11:00 p.m. Friday will be paid in accordance with the wage schedules in Article 40, Wages.

**Article 22**  
**Temporary Employees**

Section 1. A temporary employee is one who has been hired for a specified period of time not to exceed six (6) months and is so informed at the time of hire. The initial six (6) month period may be extended an additional three (3) months at the option of the Employer.

Section 2. Nothing herein, shall preclude the Employer from hiring temporary employees. However, before hiring additional temporary employees, the Employer shall first offer such temporary positions to employees on lay-off and secondly to employees who are on the per diem list. However, such laid off or per diem employees must commit to work the schedule of the temporary position. No benefits shall accrue or be paid for temporary work.

Section 3. Temporary employees are not entitled to any of the benefits outlined in this contract and are not “employees” covered by the contract.

Section 4. If a temporary employee is selected to fill a permanent position, the employee’s original date of hire will be maintained. Temporary employees who actually work six (6) months or more on a temporary basis and thereafter become permanent employees shall not be subject to the probationary period outlined herein.

Section 5. If the Employer decides to permanently fill a position that has been filled by a temporary employee, the position shall be posted and filled through the normal process as outlined in Article 26 Vacancies, Job Bidding and Transfers.

### **Article 23 Seniority**

Section 1. Definitions:

- a.) All non-probationary, non-temporary, regular full-time, and regular part-time employees employed by the Employer, shall have as their date of hire their most recent date of hire with the Employer.
- b.) Seniority is defined as the length of time an employee has been continuously employed in any capacity with the Employer.
- c.) Bargaining unit seniority shall be defined as the length of time an employee has worked continuously as an RN in any bargaining unit position.
- d.) Catholic Health seniority shall be defined as the length of an employee’s most recent continuous and uninterrupted employment in a Catholic Health System facility beginning with the employees most recent date of hire.

Section 2. Accrual:

- a.) An employee’s seniority shall commence after the completion of his/her most recent probationary period and shall be retroactive to the most recent date of hire. An employee’s “bargaining unit” seniority shall commence after the completion of his/her probationary period in any RN capacity in the Hospital and shall be retroactive to the most recent date of hire in such position. If an employee is promoted out of the bargaining unit, he/she shall not lose his/her previously accrued bargaining unit seniority.
- b.) Seniority shall accrue during a continuous authorized leave of absence provided that the employee returns to work immediately following the expiration of such leave of absence; and during a period of continuous layoff, as outlined in Section 3 (e), if the employee is recalled and returns to employment.

- c.) Bargaining unit seniority shall accrue during the periods specified in b) above.

Section 3. Seniority shall be lost and an employee shall be terminated when he/she:

- a.) resigns;
- b.) is discharged for cause;
- c.) retires, with or without qualifying for benefits under the Employer's retirement plan or Social Security;
- d.) is absent without notice for two (2) consecutive scheduled work days;
- e.) is laid off for a period of more than seventy-eight (78) consecutive weeks or the length of continuous service, whichever is less; and
- f.) fails to return to work on a recall from layoff, within fourteen (14) calendar days after the Employer has sent notice; and
- g.) is absent due to illness or injury for more than fifty-four (54) consecutive weeks, or is absent due to hospital connected illness or injury, covered by Workers' Compensation for more than seventy-eight (78) consecutive weeks.

Section 4. Application:

- a.) Seniority shall apply in vacation selection, layoffs, recalls, temporary reductions-in-force and the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement; and
- b.) bargaining unit seniority shall apply to promotions and transfers.

Section 5. An employee with at least twelve (12) months of seniority within St. Joseph Campus who terminates his or her employment for reasons other than those constituting just cause and is rehired within one (1) year from the date of termination of service shall, after completing twelve (12) months of service, receive his or her original seniority date(s), adjusted for the period of separation.

Section 6. If an employee covered by this Agreement applies for and is accepted into a position at another CHS facility, the employee shall carryover his/her Catholic Health System date for benefit programs. The employee's seniority date for all other purposes will be based upon the policy or contract language that governs the issue at the site.

Section 7. Any employee hired into the bargaining unit from within the Catholic Health System or Catholic Health East shall receive prior service credit applicable only to benefit programs and wage assignment from their most recent date of hire in the system. For purposes of this section service may be bridged for up to twelve (12) months.

**Article 24**  
**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 regular full-time or regular part-time employees, the Employer shall first reduce any scheduled “overtime” hours to be worked by such employees (or per diem employees) on the affected shift.
- Step 2 Volunteers. Before mandating a temporary reduction in the normal work hours of any regular full-time or regular 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.
- Step 3 Excess Hours. Before temporarily reducing the normal work hours of regular full-time or regular part-time employees, the Employer shall next reduce the scheduled hours of regular part-time employees which are in excess of their normal work hours on the affected shift.
- Step 4 Per diems. Before temporarily reducing the normal work hours of regular 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 5 Regular Hours. The Employer shall finally impose a temporary reduction in the normal work hours of regular 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 5 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 3 and 5 of Section 4 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 5 temporary reduction days exceed the thirty (30) day maximum set forth above, the Employer will declare a permanent layoff and provide the Union with the appropriate notice in accordance with Article 25, Layoff and Recall. Floating personnel in accordance with Article 31 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 the terms of this Article, the following are recognized as existing/specific units:

- a.) ED, (with a minimum of three (3) ED nurses will be on duty on days and evenings);

- b.) Operating Room, and Urology Department;
- c.) GI Unit;
- d.) Ambulatory Surgery Unit;
- e.) PAT;
- f.) PACU;
- g.) 5N
- h.) 5S
- i.) Hall 4
- j.) Hall 2
- k.) Interventional Radiology;
- l.) Clinics;
- m.) Radiology Department;
- n.) ICU/CCU;
- o.) Stress Lab;
- p.) Primary Care;
- q.) Dialysis.

Section 4. No individual regular full-time or regular part-time employee shall be subject to a temporary reduction with respect to their normal work hours in excess of:

<u>Full-time</u>	5 days (37.5 hours) per calendar year
<u>Part-time 4</u>	4 days (30 hours) per calendar year
<u>Part-time 3</u>	3 days (22.5 hours) per calendar year
<u>Part-time 2</u>	2 days (15 hours) per calendar year

- a.) 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.”
- b.) An employee on temporary reduction shall be permitted to take accrued PTO to which he/she is 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 his/her 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 two (2) hours notice to the affected employees.
- 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 25  
Layoff and Recall**

Section 1. In the event it is necessary to lay off employees covered by this Agreement or to eliminate a filled position covered by this Agreement, the Employer shall provide the Union with ten (10) calendar days' notice. The layoff or elimination will be done as follows:

- a.) by subjecting to layoff the least senior employee or employees in the unit, job classification, category of employment and shift as provided for in Section 10 below;
- b.) all probationary employees in the job title, unit, shift and category of employment, in which a layoff is to occur will be terminated prior to any regular employee in that job title, unit, shift, and category of employment, being subject to layoff;
- c.) an employee subject to layoff will have the option of filling an RN vacancy at the time of the layoff according to Section 10 (b) below;
- d.) an employee subject to layoff will have the option of taking the layoff if he/she is otherwise required to assume a position on a different shift or one providing fewer hours or less pay;
- e.) vacancies filled by employees subject to layoff need not be posted under the Vacancies, Job Bidding and Transfers Article of the Agreement; and
- f.) when it is necessary to permanently change the number of employees on a shift within a unit, such a change will be made first by requesting volunteers to transfer to a shift within a unit where additional staffing is needed. If an insufficient number of employees volunteer, the least senior employee on the shift and unit to be reduced will be transferred to a shift and/or unit where additional staffing is needed. If the transfer involves a different shift or reduction in pay, the affected employee may opt for a layoff.

Section 2. When an employee with seniority is subject to layoff, or has his/her position eliminated under Section above, the following procedure shall be implemented for the purpose of placing such affected employee in a position in the bargaining unit:

- a.) If reductions are required within the affected job classification, unit, shift and category of employment, non-probationary employees shall be laid off in the inverse order of seniority.
- b.) Employees shall have the option of being placed in an available vacancy within the bargaining unit subject to the following conditions and terms:
  - (i) the vacant position is in the same pay grade and shift;
  - (ii) the employee must be able to do the work;
  - (iii) the employee with the greatest Hospital seniority opting for the vacant position shall be placed in the position where qualifications and ability are relatively equal;
  - (iv) if an insufficient number of employees in the affected job classification, unit, shift and category of employment do not opt for available vacancies, such employees shall be placed in available vacancies in the inverse order of seniority as long as such vacancies are in the same job classification, shift and category of employment.
- c.) Non-probationary employees subject to layoff shall have a one-time bumping right which must be exercised simultaneously with the layoff under the following conditions:
  - (i) the employee must have greater seniority than the person being bumped;
  - (ii) the employee must be able to do the work;
  - (iii) the employee being bumped must always be the least senior nurse in the job classification, unit, shift and category of employment (i.e., an employee cannot bump into the middle of the seniority list even if he/she has greater seniority than the person he/she intends to bump);
  - (iv) the employee may not bump into a higher category of employment but may bump into the same or lower category (i.e., PT-3 to PT-2);
  - (v) the employee may not bump into a higher pay grade, but may bump into a lower pay grade in order to maintain his/her category of employment;
  - (vi) the employee must be willing to work the hours and schedule of the position into which he/she bumps;

- (vii) the employee must be willing to accept the pay for the position into which he/she bumps;
  - (viii) no employee may bump a non-probationary employee in a particular job classification, shift and category of employment wherein there is an available vacancy; such an employee must accept an assignment into that vacancy (rather than bump) as long as the Employer determines that he/she is able to do the work;
  - (ix) an employee may drop shift as a requirement in order to assume a position in the same unit or in the same or preferred category of employment.
- d.) Non-probationary employees subject to layoff who have bumping rights shall exercise their bumping rights in the following order:
- Step 1 Different unit, same shift, same job classification, same category of employment; if not available go to:
  - Step 2 Different job classification within the same pay grade, same category of employment and shift; if not available go to:
  - Step 3 Different job classifications within the next lower pay grade, same category of employment and shift if not available repeat step three until placed or laid off:
  - Step 4 When the least senior employee above is bumped he/she shall be placed as if he/she were subject to layoff.
- e.) The term “able to do the work” shall mean having the requisite skills, education and experience to immediately take a position within the staffing pattern and competently perform the job after five work days under the direction of a designated RN or RNs.
- f.) 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 he/she shall accrue only those benefits to which a per diem or temporary would be entitled.

Section 3. Recall:

- a.) Whenever a vacancy occurs in any bargaining unit position, laid off employees shall be recalled to such positions in the reverse order of layoff as long as the individual is able to perform the work.

- b.) Recall from layoff shall be by certified mail to the employees' last known address and will give the employee fourteen (14) calendar days to report for work after such notification.
- c.) Probationary employees who have been laid off have no recall privileges.
- d.) Employees shall be recalled to positions in their prior category of employment. An employee shall not be permitted to upgrade his/her 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 he/she is willing to work the required schedule of such position.

Section 4. Employees on layoff shall be permitted to continue participation in the Employer's group health and life insurance programs, provided the employees pay the full premium for said programs. Time spent on layoff shall not constitute a "break in service" under the terms of the retirement plan.

Section 5. For the purpose of applying this Article, the following are the job classifications within the bargaining unit:

- Ambulatory Surgery Registered Nurse
- Dialysis Registered Nurse
- Emergency Department Registered Nurse
- GI Registered Nurse
- ICU/CCU Registered Nurse
- Interventional Radiology Nurse
- PACU Registered Nurse
- PAT Registered Nurse
- Perioperative Registered Nurse
- Radiology Registered Nurse
- Registered Nurse
- Stress Lab Registered Nurse
- Urology Registered Nurse.

## **Article 26 Vacancies, Job Bidding and Transfers**

Section 1. When the Employer seeks to permanently fill a bargaining unit vacancy, it shall post a notice to this effect prominently on the enclosed job posting bulletin board, as well as the postings located on the Catholic Health website ([www.chsbuffalo.org](http://www.chsbuffalo.org)).

Section 2. A vacancy is defined as an opening in a bargaining unit position which the Employer has decided to fill on a permanent basis. The Employer retains the discretion to not fill an open position. If the Employer decides to fill a position on a temporary basis and that position is expected to last more than thirty (30) days, the position will be posted per Section 1, above and will be described as a temporary position in the posting.

Section 3. All job postings shall include the position, unit, shift, current starting and ending time, pay grade, employment classification, and the qualifications for hiring into that position.

Section 4. Job postings shall remain posted for a period of seven (7) calendar days.

Section 5. An interested employee will apply for a posted position by completing the electronic job application located on the Catholic Health website ([www.chsbuffalo.org](http://www.chsbuffalo.org)). An application must be made during the period of the posting.

Section 6. Selection of the successful candidate shall be completed by the appropriate Nurse Manager within fifteen (15) calendar days of the end of the posting. The Employer shall advise all unsuccessful candidates in writing within seven (7) days or the posting end date.

Section 7. When qualifications and the ability to do the work are relatively equal, bargaining unit seniority will be the determining factor. The Employer retains the discretion to determine qualifications and ability to do the work. However, such discretion shall not be exercised in an arbitrary or capricious manner. Qualifications shall be required skills, license, certifications (if any), education and abilities to perform the position at an entry level. Ability to do the work shall be the individual's demonstrated level of performance in the job or in a related job. In the event the Employer is seeking to fill a position outside of the medical surgical units and the Employer determines that none of the employees bidding on the position meets the entry level qualifications for the position, the Employer shall have the option of hiring from outside of the bargaining unit, as long as the candidate meets all of the qualifications for hiring into the position.

Qualifications for the position shall be defined in the job description.

Section 8. In the case of a transfer or promotion, the change shall take place within sixty (60) calendar days from the date the position is assigned.

Section 9. An employee filling a position has up to twenty-five (25) working days within which to adapt to the new position, if within twenty-five (25) working days the employee has not adapted to the position, the employee will be permitted to return to their previous position.

Section 10. An employee found to be unsatisfactory will be counseled regarding performance and a documented plan of correction will be implemented with the employee. Without regard to the employees' option discussed above, the employer has up to sixty (60) working days to return an employee if they do not meet satisfactory performance requirements.

Section 11. In either case above, if more than twenty-five (25) days have elapsed and the employee's original position is not available, the employee will be offered a vacant position of equal rank and pay. If no such vacancy exists, the employee will be considered laid off and will have recall rights as per Article 25, Layoff and Recall.

If the employee's original position is eliminated within the first twenty-five (25) days in their new position, the employee shall be placed according to Article 25, Layoff and Recall.

Section 12. In order to be eligible for transfer, an incumbent employee must have a satisfactory work record and at least one (1) year of service in his/her present RN position. This paragraph shall not apply to unit shift changes or unit status changes.

Section 13. When a transfer occurs, the Employer shall note the unit, shift, category of employment, and date of change in the employee's personnel file.

## **Article 27 Hours of Work and Work Schedules**

Section 1. The work week for all employees covered by this Agreement will begin at 12:01 a.m. on Sunday and end the following Saturday at 12:00 midnight.

Section 2. Except for those on special shifts, the normal work day will be seven and one-half (7½) consecutive hours exclusive of an unpaid, half hour meal period.

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 give the Union an opportunity to present ideas, information and suggestions relative to the proposed change. Such discussions shall not delay the implementation of the proposed change.

Section 4. The Employer shall post unit assignments and final work schedules at least two (2) weeks in advance of the time the employee is expected to work. Except in emergency circumstances, final work schedules may not be changed without the knowledge and agreement of the responsible supervisor and the affected employees. Employees who wish to alter their scheduled time must obtain a replacement, complete a schedule change form and also obtain approval from the responsible supervisor.

Section 5. Routine time requests shall be placed in a request book in a designated location in each department and such requests shall be submitted at least six (6) weeks before the final schedule is posted. The approval or disapproval of these shall be indicated on the posted schedule. Time requests may be granted consistent with patient care and staffing needs.

Section 6. If it is necessary to rotate employees to the evening or night shift, it will be done as outlined in Article 30, Shift Rotation. The Employer will schedule employees every other weekend off, unless the employee has volunteered to work additional weekends. When an employee fails to report to work on any weekend day, he or she must work a make-up weekend day(s) on another weekend in which they would not be otherwise scheduled to work. The make-up shifts will be scheduled out of the nursing office and will be scheduled within a maximum of sixty (60) days.

Section 7. 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 posted with the penciled copy of the schedule and will remain posted for seven calendar (7) days prior to the posting of the final schedule.
- b.) After the needs list is taken down, volunteers will be scheduled by:
  - 1.) All department per diem employees who have not met their monthly commitment will be considered first.
  - 2.) All regular part-time and full-time employees for whom the extra hours will not amount to overtime shall be considered next.
  - 3.) All department per diem employees for whom the extra hours will not amount to overtime will be considered next.
  - 4.) If vacant shifts still remain, full-time employees will be considered next and will not be denied.

Posted extra time will be distributed evenly on a rotating basis, beginning with the most senior qualified employee, in accordance with the above steps.

Section 8. Each employee will be given a paid fifteen (15) minute rest period during each work shift.

Section 9. Each employee shall have an unpaid thirty (30) minute break for mealtime. The Hospital will make a good faith effort, consistent with patient needs, to schedule this break at a reasonable time during the shift. Employees will be paid for missed lunch breaks.

Section 10. 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 11. Employees will be required to attend mandatory inservice programs in accordance with Employer policy. Regular full-time, regular part-time, and per diem employees will be reimbursed for attendance at all mandatory inservice programs during their scheduled working hours. Mandatory inservices are inservices 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 inservices 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 inservice on its premises, the Employer will not pay an employee to attend an off premises seminar, course or program on the same subject.

## **Article 28 Special 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. Special shifts shall be defined as those shifts that are more than the regularly scheduled eight (8) hour shift, inclusive of the thirty (30) minute unpaid meal period.

Section 3. Ten (10) hour shifts will be defined as:

- a.) 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.) such shift shall be exclusive of a one-half (½) hour unpaid lunch period and inclusive of a one (1) paid fifteen (15) minute break.

Section 4. Twelve (12) hour shifts will be defined as those shifts that are twelve (12) hours inclusive of a one-half (½) hour unpaid lunch break and two (2) fifteen minute breaks. For purposes of benefits:

- a.) a full-time employee will be defined as one working 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 eleven and one-half (11.5) hour increments.

Section 5. While special shift employees may have to work every other weekend, the Employer will attempt to schedule such employee less frequently where staffing permits. Extra weekend days off will be scheduled according to shift and bargaining unit seniority on a rotation basis.

Section 6. Special shift employees shall rotate according to Article 30, Shift Rotation. However, full-time twelve (12) hour shift employees may be required to rotate three (3) 12-hour shifts per month and part-time special shift employees may be required to rotate two (2) 12-hour shifts per month.

Section 7. Paid time off will be accrued and scheduled according to Article 47, Paid Time Off.

Section 8. Shift differential shall be paid according to Article 41, Shift Differential.

Section 9. Overtime shall be paid according to Article 29, Overtime.

Section 10. Twelve (12) hour shift employees, will be allowed two (2) bereavement days or twenty-three (23) hours, as per Article 39, Bereavement Leave.

Section 11. Special shift vacancies will be posted according to Article 26, Vacancies, Job Bidding and Transfers.

Section 12. For employees who are scheduled the day shift of a holiday, the manager shall make every reasonable effort to schedule the employee off the eve of the holiday. For employees who are scheduled on the night shift the eve of a holiday, the manager shall make every reasonable effort to schedule the employee off the following day.

Section 13. Special shift employees are entitled to all other provisions provided for in this Agreement.

## **Article 29 Overtime**

Section 1. Overtime shall be paid to all employees covered by this Agreement, at time and one-half an employee's applicable rate of pay as follows:

- a.) For employees normally scheduled and who work a regular shift of seven and one-half (7½) or eight (8) hours in a work day, all hours worked beyond their normally scheduled hours on such work day.
- b.) For employees normally scheduled and who work a special shift, all hours worked beyond their normally scheduled hours on such day. Notwithstanding the foregoing, no employee shall receive daily overtime for working seven and one-half (7.5) hours or less on a given day.
- c.) For employees normally scheduled and who work a regular work week of thirty-seven and one-half (37½) hours, all hours worked beyond their normally scheduled hours in such work week.

- d.) Notwithstanding the provisions of Article 29.1.a.), b.) and c.) employees shall not be paid the overtime rate for the first 30 minutes beyond the end of their regularly scheduled shift unless:
  - 1.) the employee's supervisor has asked the employee to work an additional shift or portion of an additional shift;
  - 2.) the employee is involved in the continuation of the clinical treatment of a patient; or
  - 3.) the employee is conducting shift reporting as required by the Employer.
- e.) No employee shall be paid twice for the same overtime worked.
- f.) Overtime must be authorized by the nurse manager/supervisor.
- g.) Scheduled paid time off and union representative time, shall be considered as "time worked" for the purpose of computing overtime. Unscheduled paid time off will not be considered as time worked for the purpose of computing overtime.
- h.) Time spent attending any meeting which is required by the Employer as a condition of employment, at Employer-sponsored committee meetings related to nursing practices or operations, and time spent in an Employer required inservice or training session/class, shall be considered "hours worked" for pay and overtime purposes.
- i.) No employee shall be required to work overtime, but may volunteer to do so. The nurse manager/supervisor shall notify the department once the need for a volunteer is recognized. The exception will occur when there is a work in progress:

Section 2. 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. 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.
- 3.) The scheduled employee may be required to remain at work until the individual on-call reports to work.

**Article 30**  
**Shift Rotation**

Section 1. All employees hired for the day shift will be required to rotate to an off shift (evenings/nights) on their assigned unit according to the following procedure:

- Step 1 The Employer will first seek to fill off shift positions with float or per diem nurses.
- Step 2 If there are no float or per diem nurses available, the Employer will request volunteers from regular employees.
- Step 3 If volunteers are not available, the Employer shall rotate day shift nurses according to bargaining unit seniority.

Section 2. The maximum number of rotation shifts worked per month according to bargaining unit seniority shall be:

0-15 years	five (5) days/month;
16 years or more	zero (0) days/month.

In any event, regular full-time and part-time employees will not be asked to rotate more shifts per month than the normal number of days they work each week. For example, if an employee is hired to work three (3) days a week, he or she will not be required to rotate more than three (3) days per month regardless of their seniority.

Section 3. If employees subject to rotation from within a particular unit have reached their maximum tour of duty rotations outlined in Section 2 above, and additional rotations are necessary on that unit, employees who are otherwise exempt from rotation shall be subject to rotation by inverse order of seniority except that employees with twenty-five (25) years of service or more shall not ever be required to rotate.

On a quarterly basis (January 1, April 1, July 1 and October 1) the Employer will provide the Union with the name and date of hire of each RN on the day shift of each unit. If fifty percent (50%) or more of the total number of RNs on the day shift of the unit have service less than twenty (20) years, then those nurses with twenty (20) or more years of service shall not be required to rotate for that particular quarter.

Section 4. The Employer shall take into account an employee's off shift preference (whether evenings or nights) but the Employer retains the discretion to assign rotation based upon its assessment of staffing needs.

Section 5. Per diem employees may be required to rotate up to two (2) off shifts per month.

Section 6. Employees who are required to rotate to an off shift shall not be floated to another unit. In this case, a charge nurse may be required to float.

## **Article 31 Floating**

Section 1. Assuming satisfactory qualifications and orientation, if a nurse is to float to a Medical/Surgical unit, the first priority for reassignment will be a nurse from another Medical/Surgical unit (H4, 5N, 5S, H2).

Section 2. The order in which nurses will be floated from the appropriate unit will be:

- a.) agency personnel;
- b.) volunteers;
- c.) per diem employees;
- d.) regular employees in inverse order of Hospital seniority;

Section 3. If MOU # 12 on self contained units expires, or if the trial period ends and the program is not made permanent, floating may occur as needed between the ICU/CCU and the Emergency Department.

Section 4. An employee will not be required to float more than once per shift.

Section 5. Employees who are floated shall not be required to take charge unless they are the only RN assigned to that unit.

Section 6. Staff that float will only be assigned to complete work that he/she has 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 floated to a unit which is outside of his/her area of practice.

Section 7. A list of regular employees assigned to a unit shall be developed in inverse order of seniority. The least senior employee will float first, with subsequent floating being assigned until all employees have been floated. Charge nurses shall not be subject to float duty except as provided for in Article 30, Section 6, Shift Rotation. If an employee volunteers to float, it shall be credited to him/her so that he/she shall not be required to float when the duty rotates to him/her.

Section 8. Graduate nurses and newly hired RNs will not float for the first six (6) months following their date of hire unless the preceptor they are assigned to, is assigned to float

Section 9. Employees covered by this Agreement will not be required to float to the Sister of Charity Hospital Campus.

## **Article 32 Staffing Committee**

Section 1. High quality patient care and achieving optimal staffing within the financial 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.

Section 2. A joint Employer-Union Committee will meet to address the above stated mutual goals. The Committee shall consist of four (4) Employer representatives, plus the Vice-President of Patient Care Services or his/her designee and four (4) Union representatives, plus the President of the Local Union or his/her 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 of the following areas:

- a.) Emergency Department;
- b.) ICU/CCU;
- c.) Medical-Surgical; and
- d.) Perioperative Services.

Other individuals with prior approval from the Employer, may be invited to meetings as needed for information purposes.

Section 3. The goal of the Committee is to continually improve, within the financial resources available to the Hospital, the quality of patient care and the quality of worklife 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. 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.) RN vacancy rates and RN turnover rates;
- d.) employee satisfaction;
- e.) use of agency/supplemental staff; and
- f.) shift rotation, on-call utilization, and floating.

Section 4. The Committee shall review staffing plans/templates and will make recommendations for adjustments. The staffing plans/templates will be developed with consideration of the following:

- a.) average daily census inclusive of admissions, discharges and transfers;
- b.) review of patient acuity (i.e., patient care requirements/scope of services);
- c.) patient safety, inclusive of coordination of care, ability to provide continuity of care, patient education and proper discharge education;

- d.) staff mix;
- e.) compliment of RN staffing (full-time, part-time, per diem);
- f.) available support systems;
- g.) patient care delivery models and hours of care;
- h.) internal standard compliance/benchmark;
- i.) facility characteristics (geography of department/unit, square footage, etc.);
- j.) patient satisfaction and compliant summary;
- k.) review of RN Workers' Compensation trends; and
- l.) patient length of stay initiatives.

Section 5. The Employer is committed to providing new employees a formally structured orientation experience that supports their clinical growth and development. This may include the use of preceptors, mentors, clinical educators and nurse managers on the assigned shift of the orientees.

Section 6. The Employer will create an organizational culture of retention that empowers and is respectful of its nursing staff. The Employer will analyze, discuss and correct where necessary, problems related to the following issues that affect nurse retention:

- a.) documentation requirements and other administrative tasks that affect patient care;
- b.) mentoring program;
- c.) registered nurse exit interviews;
- d.) RN turnover and RN vacancy rates;
- e.) employee satisfaction/feedback; and
- f.) recruitment initiatives.

Section 7. An employee questioning the staffing level on a specific shift, on their unit/clinic/department shall notify the charge nurse who will contact the designated nurse manager/supervisor on duty. The charge nurse/supervisor will attempt to resolve the problem. If the employee's concern is unresolved the employee will so indicate on the St. Joseph Campus unsafe practice form. A copy of the form will be sent to the appropriate nurse manager and to the

Union for review. The nurse manager/supervisor will review and investigate the incident documented on the form and present his/her findings to the staffing committee.

Section 8. If over a six (6) month period a consistent shortfall in budgeted staffing exists and results in hours paid over budget, and the shortfall is not a result of vacancies or unusual circumstances (to include workers' compensation, disabilities, FMLA), the Employer or the Union shall submit the shortfall in staffing to the Committee as an agenda item for review at the next scheduled meeting. This review will include the use of per diem and part-time employees.

Section 9. The Committee shall have the authority to carry out the work outlined in Section 3. and 4. above, and to implement the recommendations of a majority of the Committee members. 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 St. Joseph Campus for review and consideration.

### **Article 33 Health and Safety**

Section 1. It is a basic objective of both parties to this Agreement that safe working conditions shall be maintained. Toward that end, the Employer will observe all applicable health and safety rules and regulations. The Employer also will provide and maintain safe working conditions.

Section 2. The Employer agrees to make available necessary safety equipment, promote safe working conditions, and make other reasonable provisions for the safety and health of employees.

Section 3. The Employer will annually provide health and safety training.

Section 4. The Union and the employees agree that they will cooperate in promoting safety and will comply with all safety rules. An unsafe condition or hazard should be immediately brought to the attention of a supervisor, so that the condition can be investigated and dealt with appropriately. If the unsafe condition or hazard is not addressed, it shall be brought to the attention of the Health and Safety Committee.

Section 5. There will be three (3) Union designated representatives from the bargaining unit selected by the Union to be on the Employer's Health & Safety Committee. The Employer will be responsible to notify the Union committee representatives of the meeting schedule. Employees who participate in the committee will be compensated for all time spent in traveling between sites and for attendance at committee meetings.

Section 6. The Health and Safety committee will research and evaluate ergonomic technologies designed to improve workflow and risk education associated with errors and injuries, including but not limited to a "minimal lift" and "no lift" work environment.

**Article 34**  
**Clinical Practice Council**

Section 1. The Employer shall continue to provide bargaining unit representation on the unit Clinical Practice Council. There shall be a minimum of three (3) bargaining unit positions on the Clinical Practice Council which will include one (1) representative from each unit.

Section 2. Each unit's Clinical Practice Council will make every effort to meet on a monthly basis, except for July and August. Clinical Practice Councils may choose to meet in July and August.

Section 3. Employees on the Clinical Practice Council shall be compensated for the time spent in attendance at committee meetings. A bargaining unit vacancy on the unit Clinical Practice Council shall be posted on the unit's bulletin board.

**Article 35**  
**Leaves of Absence**

Section 1. A leave of absence without pay may be granted to all employees covered by this Agreement after one (1) year of continuous employment for the following reasons:

- a.) compelling personal reasons;
- b.) educational purposes;
- c.) per the Family Medical Leave Act; and
- d.) union business in accordance with Article 12, Union Representation (Section 7) and the provisions of this Article.

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

Section 2. Applying for Leave:

- a.) an employee's application for a leave of absence must be made in writing to Integrated Disability Management (IDM) thirty (30) calendar days in advance of the leave, except in cases of emergency;
- b.) in cases of emergency, the employee shall contact his/her manager and explain the circumstances requiring emergency 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 manager for recommendations on the approval or disapproval for a personal or educational leave of absence only. IDM will review and issue final decisions in all leave applications;
- e.) the Employer will respond in writing to applications for leave within five (5) business days. 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 the Employer;
- 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 to terminate the benefits during the leave.

Section 3. A leave of absence without pay may be granted to employees for a period not to exceed six (6) months' duration on initial request. Such leaves may be extended an additional six (6) months, upon the written request of the employee. The written request for extensions must be received in the Integrated Disability Management (IDM) Division of Human Resources (HR) thirty (30) days prior to the expiration of the initial leave. Requests for a leave of absence will not be approved for an employee who is working for another employer unless the second job was held prior to the leave request, or in a business owned by the employee during the course of the leave of absence.

Section 4. Return to work from leave:

- a.) The employee is required to be seen by employee health for clearance to return-to-work within seventy-two (72) hours of the actual anticipated return date.
- b.) The employee's original position is protected for ninety (90) days of leave.
- c.) Employees on non-medical leave greater than ninety (90) days but less than one hundred and eighty (180) days will be returned to their same position if it exists. If unavailable, the employee will be offered vacancies within their job title, hours and shift. If no such vacancies exist, the employee will be placed on the recall list per Article 25, Layoff and Recall.
- d.) Employees on leave greater than one hundred and eighty (180) days will be offered available vacancies. If the employee elects not to fill an available vacancy, they will be placed on the recall list as per Article 25, Layoff and Recall.
- e.) Employees returning to work from an unpaid leave will notify the IDM/HR office, so entry of an "ACTIVE" status may be reestablished on the SJH computer system.

Section 5. The granting of a leave of absence will protect the employee's hire date for all purposes for which hire date is used.

Section 6. Employees on unpaid leave of absence will earn no Paid Time Off (PTO) or long term sick (LTS). Accrued time off will be made available to the employee on his/her return to work.

Reinstatement of health insurance benefits on return-to-work may be accomplished through a visit to the Benefits Division of Human Resources.

Section 7. 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 Article 48, Extended Sick Benefits (ESB).

Section 8. Family and Medical Leave Act (FMLA):

- a.) FMLA leave of up to twelve (12) weeks during any twelve (12) month period related to a family medical necessity, for employees covered by this Agreement, will be granted under the provisions of the Family and Medical Leave Act of 1993 and this collective bargaining agreement. Medical necessity will be defined as:
  - 1.) For a birth, or placement of a child with the employee for adoption or foster care and to care for such new child.
  - 2.) In order to provide care for a son, daughter, spouse or parent who has been diagnosed with a serious health condition.
  - 3.) For a leave for the employee's own "serious health condition", if the condition makes the employee unable to perform the daily functions of his/her position.
- b.) Leaves of absence will be granted under the provisions of the Family and Medical Leave Act of 1993 under the same terms and mechanisms outlined in Sections 1, 2 and 3 of Section 8. An employee must have reached 1,250 hours of service, inclusive of all paid time off, (e.g., PTO, Jury Duty, union representation time and/or time spent on a leave of absence for union business) during the twelve (12) month period preceding the leave with the exception will be of supplementary sick time paid for NYS Disability or Workers' Compensation claims. The form to be utilized in applying for all leaves should be obtained from Human Resources.
- c.) The following definitions shall be applicable:
  - 1.) Son or daughter - a biological, adopted or foster child, stepchild, legal ward or child of a person standing in "loco parentis."
  - 2.) Serious health condition - an illness, injury, impairment or physical or mental condition involving either:
    - A.) 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.

- B.) 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 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. (Examples include 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).
- d.) 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.
- e.) An employee may take 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.
- f.) The Employer will require medical certification of a serious health condition from the employee's physician. Failure to provide medical certification may 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 rolling twelve (12) month period that began on the date of birth or placement.
- h.) In cases where the leave is foreseeable, the employee must provide the Employer with at least thirty calendar (30) days advance notice of the leave. In the event FMLA leave is not foreseeable, the employee is required to provide medical certification within fifteen (15) calendar days from the initial notification to the Employer or as soon as reasonably possible under the particular facts and circumstances. 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.
- i.) For any FMLA leave, employees may substitute any earned PTO or long term sick (LTS) where applicable under Article \_\_, as part of the FMLA leave, whether the FMLA leave is consecutive or intermittent nature. Following exhaustion of accrued benefit time while on leave, it is understood the employee may request additional weeks up to a total of twelve (12).
- j.) Employer 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. The Employer and the employee will continue to contribute their respective portions of the

premium as if the employee were not on leave for a period not to exceed twelve (12) weeks. Failure to submit payment of the employees part in excess of thirty (30) calendar days may result in the cancellation of insurance, provided the Employer has given written notice of the intent to cancel at least fifteen (15) calendar days in advance of the cancellation. Following the first twelve (12) weeks of leave, the employee will assume full costs for health insurance premiums and is responsible to make arrangements for continuance of health insurance payments.

- k.) 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 his/her job at the end of the leave.
- l.) The time period for any period of absence which can be covered by FMLA, including NYS Disability or Workers' Compensation or a personal leave shall include and run concurrent with the time period for any leave required by the Family and Medical Leave Act.
- m.) An employee may also be permitted to take periods of unpaid leave under the January 28, 2008 FMLA Amendments (National Defense Authorization Act for FY 2008-NDAA) – Public Law 110-181 Section 585 (a) for qualifying reasons for leave to include:
  - i. up to twelve (12) weeks because of “any qualifying exigency” for a spouse, son, daughter or parent that has been notified of impending active duty or who is on active duty, in support of an “contingency operation”; or
  - ii. up to twenty-six (26) weeks in a single twelve (12) month period for those who are a spouse, son, daughter, parent or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty.

### **Article 36 Disability and Workers' Compensation**

Section 1. Time off the job for absences related to an illness or injury will be granted by the Employer upon completion of the appropriate form accompanied by documentation from the employee's personal physician, which confirms that the employee's medical condition prevents him/her from performing his/her 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 will be granted upon notice. Documentation from the employee's physician shall normally be provided within three (3) weeks or as soon as available.

Section 2. Time off the job for an illness or injury shall not exceed eighteen (18) months. 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 CHS provided base 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 six (6) months, whichever is shorter. Thereafter, the employee may continue to participate in group health insurance at his/her own expense (COBRA). Employees who remain disabled after six (6) months will be placed on an inactive employment list and all accrued PTO will be paid out.

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 his/her 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 producing medical attestation, if applicable.

Section 6. The Employer may require an employee returning from a disability or workers' compensation leave to submit to a medical examination within seventy-two (72) hours of the anticipated return –to-work, 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 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 physician. The cost of the additional examination shall be borne by the Employer.

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

- a.) If an employee returns within five (5) 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 five (5) 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.) The layoff and recall procedures of this Agreement 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 this Agreement, except that they shall not be entitled to bump.
- g.) If the employee has not returned within four (4) months and it is uncertain whether the employee will be able to return at the end of the five (5) 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 his/her physician and the Union, determines that he/she will not be able to return to work prior to the end of five (5) months.

Section 8. After the expiration of the eighteen (18) months provided in Section 2. above, seniority and employment shall terminate in accordance with Article 23, Seniority, Section 3.

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 Employee Health provider, but not more frequently than once every thirty (30) calendar days.

Section 10. Employees on disability or workers' compensation will be paid as outlined in Article 48, Extended Sick Leave.

### **Article 37 Leave for Jury Duty**

Section 1. A regular full-time, regular part-time, or per diem employee who is required to serve on jury duty shall be granted an unpaid leave for the duration of such duty. Upon submission of proof of jury duty service, the Employer shall pay the difference between the employee's normal pay and his/her jury duty pay for a period no greater than thirty (30) calendar days.

Section 2. To qualify for jury duty leave, the employee must notify the employee's department head or supervisor as soon as the employee receives notice that the employee has been called for jury service.

Section 3. When an employee is on call for jury duty, he or she shall report to work on any day in which they are not required to report for jury duty.

Section 4. Time spent on jury duty will be considered as the employee's regular schedule of hours for his/her work schedule commitment. An employee, who has served for five (5) days or more will have their weekend work commitment waved once during a seven (7) year period. If two or more employees in a unit are serving on jury duty at the same time, only the senior employee will be excused from his/her weekend commitment.

**Article 38**  
**Military Leave**

Leaves of absence shall be granted in accordance with applicable law to all employees entering active military duty, reporting to annual active duty training in the National Guard or Reserves or reporting to training duty or emergency service in the Armed Services of the United States. An employee's monthly obligation for reserve duty will not negate their weekend commitment.

**Article 39**  
**Bereavement Leave**

Section 1. A regular full-time employee or regular part-time employee who has completed the probationary period and who loses time from work as a result of death in the employee's immediate family shall be allowed up to three (3) days off with pay ending on the date of burial, or a reasonable mourning period not to exceed seven (7) days from the day of death to attend the funeral and make burial arrangements, provided proof of death and proof of the employee's relationship to the deceased can be established. Up to five (5) calendar days of additional unpaid personal leave or benefit time may be granted where in the Employer's judgment extenuating circumstances exist.

Section 2. "Immediate family" shall include mother, father, legal guardian, step-parent, brother, step-brother, sister, step-sister, spouse, children, step-children, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, spouse's grandparents, or life partner and a person who takes the place of a parent.

Section 3. One (1) day of paid bereavement leave shall be provided in the event of the death of a brother-in-law, sister-in-law, daughter-in-law and son-in-law. Additional time off without pay or additional Paid Time Off (PTO) may be requested and shall not be unreasonably denied.

Section 4. Payment for each day of paid bereavement leave shall be equivalent to the regular hours the employee was scheduled to work up to a maximum of twenty-two and one-half (22½) hours.

Section 5. If a death occurs during approved PTO time, bereavement leave of up to three (3) days shall be substituted for the PTO time lost. Those PTO days will be rescheduled at a mutually agreed time.

Section 6. Additional time off without pay, or additional PTO may be requested and shall not be unreasonably denied. Bereavement leave, as provided for under this Article will not be charged against an employee's PTO balance.

Section 7. An employee covered by this Article that is on an approved Family Medical Leave 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 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.

**Article 40  
Wages**

Section 1. a.) This schedule reflects a four percent (4%) wage increase and will be effective in the first payroll period of July 2009:

hire	1 yr.	2 yrs.	3 yrs.	4 yrs.	5 yrs.	6 yrs.	7 yrs.	8 yrs.	10 yrs.	15 yrs.
26.18	27.51	28.22	28.92	29.60	30.29	31.01	31.71	32.39	33.07	33.72

b.) This schedule reflects a four percent (4%) wage increase and will be effective in the first payroll period of July 2010:

hire	1 yr.	2 yrs.	3 yrs.	4 yrs.	5 yrs.	6 yrs.	7 yrs.	8 yrs.	10 yrs.	15 yrs.
27.23	28.61	29.35	30.08	30.78	31.50	32.25	32.98	33.69	34.39	35.07

c.) This schedule reflects a four (4%) wage increase and will be effective in the first payroll period of July 2011:

hire	1 yr.	2 yrs.	3 yrs.	4 yrs.	5 yrs.	6 yrs.	7 yrs.	8 yrs.	10 yrs.	15 yrs.
28.32	29.75	30.52	31.28	32.02	32.76	33.54	34.30	35.03	35.77	36.47

Section 2. The charge pay differential shall be one dollar and twenty-five cents (\$1.25).

Section 3. The shift differential shall be:

- a.) \$1.75 per hour for all hours worked on the evening shift by an evening shift employee.
- b.) \$2.50 per hour for all hours worked on the night shift by a night shift employee.

Section 4. The preceptor differential shall be one dollar and twenty five cents (\$1.25) per hour for all hours spent precepting an employee.

Section 5. For all hours worked on the weekend Friday (11:00 p.m. to Monday 7:00 a.m.) Weekend Employees shall be paid the weekend rate of:

- a.) \$46.32 per hour effective the first full pay period of July, 2009;

- b.) \$48.18 per hour effective the first full pay period of July, 2010;
- c.) \$50.10 per hour effective the first full pay period of July, 2011.

Section 6. Increases from the Hire Step through Step 10 shall occur on the first day of the payroll period immediately following the employee's date of hire as a registered nurse.

Section 7. Paycheck errors shall be corrected in the next paycheck following the employee's request, unless the amount of the error equals or exceeds fifty dollars (\$50.00), in which case a separate check for the amount shall be issued before the end of the next regular business day following the employee's request.

Section 8. Job titles within the bargaining unit are as follows:

- Ambulatory Surgery Registered Nurse
- Critical Care Registered Nurse
- Dialysis Registered Nurse
- Emergency Department Registered Nurse
- GI Registered Nurse
- Interventional Radiology Registered Nurse
- PACU Registered Nurse
- PAT Registered Nurse
- Perioperative Registered Nurse
- Radiology Registered Nurse
- Registered Nurse
- Stress Lab Registered Nurse
- Urology Registered Nurse.

Section 9. For the purposes of calculating bargaining unit seniority for wage rates only, the Employer shall credit employees hired after the date of this Agreement with prior service as a registered nurse at this or another acute care institution as follows:

Completed Years of Acute Service	Subacute	Credited Service
1	2	1
2-3	3-5	2
4-5	6-9	3
6-10	10-14	4
11-14	15 or more	5
15 or more		8.

Employees shall not be credited with prior years of service for other purposes such as layoffs, paid time off or job bidding.

In the event an employee hired before the date of this agreement was credited with a different seniority date than that shown above for the purpose of computing their wage rates, he/she shall

retain such credited service for this purpose only.

Section 10. The Employer may create new jobs, combine existing jobs and eliminate existing jobs. When the Employer creates a new bargaining unit job the essential duties of which differ substantially from an existing job, it will assign a pay grade to that position. If the Union disagrees with the designated pay grade, it must file a written request to bargain over the matter with the designated Human Resources Representative within seven (7) days. The Employer will meet with the Union at a mutually agreed time and place to discuss the matter. Negotiations over the new rate shall not delay the implementation of the new job and until or unless a new agreement is reached on the matter, the individuals employed in such classification shall be paid in accordance with designated pay grade set forth by the Employer in the new job description. If an agreement is not otherwise reached within thirty (30) days of the notice, the Employer will advise the Union in writing of its decision. This decision shall not be subject to the grievance and arbitration provision of this agreement and the no strike-no lockout provision shall remain in effect.

#### **Article 41 Shift Differential**

Section 1. Shift differential shall be paid to all evening and night shift employees or to employees who replace evening or night shift employees for all hours worked on the evening and night shift.

- a.) An evening shift is defined as a shift with a majority of hours scheduled after 3:00 p.m.
- b.) A night shift is defined as a shift with a majority of hours scheduled after 11:00 p.m.

Section 2. Shift differential shall be applied to all scheduled Paid Time Off (PTO) paid to employees who only work the evening and night shift. Shift differentials will be reported with wages for Disability Insurance purposes.

Section 3. An employee who works the night shift, and who is authorized to work into the day shift, will get shift differential for all hours worked.

Section 4. There shall be no pyramiding of shift differential.

Section 5. Shift differentials shall be paid according to the rates set forth in Article 40, Wages.

#### **Article 42 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 in to work for the purpose of this Article does not include being held over or starting early.

## **Article 43 On-Call Pay**

Section 1. An employee shall be considered on-call and entitled to on-call pay when the employee must carry a beeper for a specified period of time and must remain within beeper 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 must also provide the Employer with a back up telephone number. If an on-call employee will be accessible only by beeper, he or she shall notify the Nursing Supervisor.

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 must complete one (1) hour of on-call immediately following or immediately prior to his/her regular shift in order to 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 when on-call shall be at the employees base rate or at the rate of time and one-half as appropriate for hours worked over the normal shift as per Article 29, Overtime, plus the appropriate shift differential for all hours worked between 3:00 p.m. and 7:00 a.m.

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 RN is scheduled on-call, is called into work, and is on the posted schedule for the next morning, the nurse 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 he/she punches out;
- b.) report to work at his/her scheduled time and complete the shift; or
- c.) continue working from his/her on-call shift, into his/her 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 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 p.m. – 7:00 a.m.);
- h.) Christmas Day; and
- i.) New Year's Eve (3:00 p.m. – 7:00 a.m.).

#### **Article 44 Supplemental Pay**

Section 1. Supplemental pay shall be paid to regular part-time, per diem and weekend employees covered by this Agreement.

Section 2. Supplemental pay will be paid at the rate of ten dollars (\$10.00) per hour, per each hour worked in addition to the employees' regular pay.

Section 3. To be eligible to receive the supplemental pay the employee must meet one or more of the following conditions:

- a.) the employee agrees to work a full additional shift on a day they are not regularly scheduled in addition to having worked his/her budgeted hours within that workweek;
- b.) the additional hours will be worked on the evening or night shift Monday through Friday or any weekend shift or, if the additional shift is worked in surgery, PACU, ambulatory surgery, digestive health, PAT, interventional radiology, radiology, the additional hours are worked in the day shift; and
- c.) the employee agrees to come in from home on short notice for a work assignment of any duration to cover an unscheduled PTO day or other unexpected absence.

Section 4. Supplemental pay will be paid to an employee, including a full-time employee, that is receiving overtime pay for hours worked over forty (40) hours in a workweek.

Section 5. If two (2) eligible qualified employees agree to cover a full additional shift they will be eligible for supplemental pay. The shift can be divided in any division of hours as long as the full shift is covered and meets the provisions of Section 3. and 4. above.

Section 6. If there is a twelve (12) hour shift open and there is no qualified employee willing to work this shift, or two (2) qualified employee's to split the entire shift, an employee can sign up for six (6) hours and will receive supplemental pay. This section excludes those twelve (12) hour shift employees who are working extra time in order to achieve seventy-five (75) hours pay in a pay period.

Section 7. Employees scheduled for training, orientation, and mandatory inservices will not be paid supplemental pay for the hours in such training.

Section 8. Unscheduled PTO will not count toward Supplemental Pay on a weekly basis.

Section 9. Per diem employees (excluding weekend employees) assigned to units that have a weekend obligation, are eligible to earn supplemental pay for all hours worked in excess of fifteen (15) hours per pay period and at least two (2) weekend days per month. Payments will be made in the first full pay period of the month immediately following the month in which the hours were worked.

Section 10. Per diem employees assigned to units that do not have a weekend obligation are eligible to earn supplemental pay for all hours worked in excess of thirty (30) hours per pay period.

Section 11. Weekend employees will begin to earn supplement pay once they have completed four (4) weekends of work in a month and fifteen (15) hours more than original requirement.

#### **Article 45 Tuition Assistance**

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

Section 2. The following application process shall be followed:

- a.) obtain application form from 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 or within a minimum of two (2) weeks from the commencement of the course to the Human Resources Department.

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 the 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 the Employer/Hospital facilities that are in line with the employee's abilities and interest and needs of the 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.) upon approval course work may be completed in the traditional method or through online/electronic classes;
- f.) 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
- g.) continuing education units required to receive or maintain certifications up to a maximum of fifteen (15) units per calendar year, not to exceed dollar limits provided in Section 4. below.

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

- a.) Regular full-time employees will be reimbursed for the cost of the course up to a maximum of \$1,200.00 per calendar year or \$600.00 per semester.
- b.) Regular part-time employees will be reimbursed for the cost of the course up to a maximum of \$600.00 per calendar year or \$300.00 per semester.
- c.) Semesters are defined as follows:
  - 1.) Spring – January 1 to May 31;
  - 2.) Summer – June 1 to August 31; and
  - 3.) Fall – September 1 to December 31.
- d.) The program will base reimbursement only on the cost of tuition, laboratory fees and registration. Other expenses such as books, student fees, etc. will not be included.
- e.) 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.
- f.) An employee on the active payroll at the time a request for reimbursement is approved, who is later 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 Employer, the Employer shall be responsible for all costs associated with that

program. It is understood that the Employer has 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 4 f.) above.

Section 6. Any employee who receives tuition reimbursement shall be obligated to work for the Employer at least one (1) full year after a semester for which they received reimbursement.

**Article 46  
Life Insurance**

Section 1. The Employer shall provide, without cost to the employee and in accordance with the provisions of a standard life insurance program, coverage under a group life insurance policy and coverage under a group accidental death and dismemberment (AD&D) insurance policy. Each policy will provide coverage that is equal to one (1) times annual base salary (rounded to the nearest one thousand dollars (\$1,000) for all active full-time and regular part-time employees having ninety (90) or more days of employment.

Section 2. The amount of coverage will be calculated each November 1 by multiplying the employee's annual budgeted hours times the employee's hourly base rate and then rounding the sum to the nearest one thousand dollars (\$1,000).

Section 3. Upon termination or retirement the employee has the right to convert the group life insurance plan and or the group AD&D to individual policies in accordance with the provisions of each respective policy and subject to the underwriting requirements established by the insurance company.

Section 4. Life insurance coverage and AD&D coverage is continued during a leave of absence in accordance with the provisions of each respective policy and subject to the underwriting requirements established by the insurance company.

Section 5. The Employer reserves the right to change carriers at any time subject to reasonable notice to the union provided such change does not result in a decrease of benefits.

**Article 47  
Paid Time Off (PTO)**

Section 1. All full-time and regular part-time employees, hired after 04/01/01 are eligible for PTO according to the following schedule:

Length of Service	Accrual Rate	Maximum Accrual (Hours/Days)	Maximum Balance in employee's bank (Hours/Days)
Date of Hire to completion of Second Year	.085 X each hour paid	165.0 Hours (22 Days)	217.50 Hours (29 Days)

Third Anniversary to completion of Fourth Year	.089 X each hour paid	172.5 Hours (23 Days)	225 Hours (30 Days)
Fourth Anniversary to completion of Ninth Year	.108 X each hour paid	210.0 Hours (28 Days)	262.50 Hours (35 Days)
Ninth Anniversary to completion of Fifteenth Year	.127 X each hour paid	247.5 Hours (33 Days)	300 Hours (40 Days)
Fifteenth Anniversary to completion of Twenty-four Years	.147 X each hour paid	285.0 Hours (38 Days)	337.50 Hours (45 Days)
Twenty-fifth Anniversary and following	.166 X each hour paid	322.5 Hours (43 Days)	375 Hours (50 Days)

Section 2. All regular part-time employees hired after 04/01/01 are eligible for PTO according to the following schedule:

Length of Service	Accrual Rate	Maximum Accrual (Hours/Days)	Maximum Balance in employee's bank (Hours/Days)
Date of hire to completion of Nine Years	.069 X each hour paid	135.00 Hours (18 Days)	150.00 Hours (20 Days)
Ninth Anniversary and following	.108 X each hour paid	210.00 Hours (28 Days)	225.00 Hours (30 Days)
Twenty-fifth Anniversary and following	.154 X each hour paid	270.00 Hours (36 Days)	288.00 Hours (38.4 Days)

Section 3. All full-time employees hired prior to 04/01/01 shall be entitled to accrue PTO according to the following schedule:

Length of Service	Accrual Rate	Maximum Accrual (Hours/Days)	Maximum Balance in employee's bank (Hours/Days)
Date of hire to completion of First Year	.116 X each hour paid	225.00 Hours (30.00 Days)	247.50 Hours (33.00 Days)
Second Anniversary to completion of Second Year	.135 X each hour paid	262.50 Hours (35.00 Days)	285.00 Hours (38.00 Days)

Third Anniversary to completion of Twenty-fourth year	.154 X each hour paid	300.00 Hours (40.00 Days)	322.50 Hours (43.00 Days)
Twenty-fifth Anniversary and following	.172 X each hour paid	322.50 Hours (43.00 Days)	375.00 Hours (50.00 Days)

Section 4. All regular part-time employees hired prior to 04/01/01 shall be entitled to accrue PTO according to the following schedule:

Length of Service	Accrual Rate	Maximum Accrual (Hours/Days)	Maximum Balance in employee's bank (Hours/Days)
Date of Hire to completion of First Year	.104 X each hour paid	177.00 Hours (23.60 Days)	195.00 Hours (26.00 Days)
Second Anniversary to completion of Second Year	.124 X each hour paid	214.50 Hours (28.60 Days)	232.50 Hours (31.00 Days)
Third Anniversary to Completion of Third Year	.143 X each hour paid	252.00 Hours (33.60 Days)	270.00 Hours (36.00 Days)
Twenty-fifth Anniversary and following	.154 X each hour paid	270.00 Hours (36.00 Days)	288.00 Hours (38.40 Days)

Section 5. Eligible employees accrue PTO from their date of hire but cannot begin using their accumulated time until after completion of three (3) months of continuous service. Prior to completion of three (3) months of service an employee may take time off without pay.

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 his/her part time service category. The remaining portion will be paid out to the employee.

Section 7. Full-time and regular part-time employees are eligible to participate in the PTO buy back program at a rate of one-hundred percent (100%) of the employee's current rate of pay on a pro rated basis according to the following schedule:

<b>Budgeted Pay Period Hours</b>	<b>Required Minimum Balance as of March 1st</b>	<b>Maximum Eligible Hours (Buy Back)</b>
.4 (30.0 Hours)	45.0 Hours	15.0 Hours
.46 (34.5 Hours)	52.0 Hours	17.25 Hours
.5 (37.5 Hours)	56.0 Hours	18.75 Hours
.6 (45.0 Hours)	67.0 Hours	22.5 Hours
.61 (45.75 Hours)	69.0 Hours	23.0 Hours
.8 (60.0 Hours)	90.0 Hours	30.0 Hours
.92 (69.0 Hours)	104.0 Hours	34.5 Hours
1.0 (75 Hours)	113.0 Hours	37.5 Hours

PTO buy out requests must be submitted by the employee to the Payroll Department no later than February 1. An employee's PTO pay out will be made by March 1 each year. Employees may also choose to convert up to twenty-two and one-half (22.5) hours of PTO into their Extended Sick Bank.

Section 8. PTO is accrued for every hour a full-time or regular part-time employee is paid, including hours worked as per Article 12, Union Representation, exclusive of 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 9. Paid Time Off Scheduling:

- a.) An employee's nurse manager must approve all PTO.
- b.) PTO should be scheduled in advance of the time block with routine time requests as noted in Article 27, Hours of Work and Work Schedules except in extraordinary circumstances when it will be considered. Up to three (3) shifts of Paid Time Off will be designed for use with at least two (2) weeks advance notice of the requested day, except in extraordinary circumstances. The request should be submitted to the appropriate manager or designee.
- c.) Unscheduled absences must be reported to the appropriate designee two (2) hours before the start of a shift for the day shift. Evening and night shift employees must make every reasonable effort to call four (4) hours before the start of a shift, but less than two (2) hours before the start of a shift.
- d.) When the department must remain open for the eight (8) major holidays employees working seven and one-half (7½) hour shifts shall be required to work no more than one (1) holiday in each of the following groups of holidays:

Memorial Day	or	Independence Day
Labor Day	or	Thanksgiving Day
Christmas Day	or	New Years Day
Christmas Eve	or	New Years Eve.

Employees shall not be required to work Easter Sunday more than one time every other year. Holiday commitments that occur during approved scheduled vacations shall be met.

- e.) Selection of the Holiday:
  - 1.) A preference list shall be posted prior to the scheduling of each holiday group to select the holiday off.
  - 2.) Assignments to work a holiday in each group will be determined by the employee's preference and previous years holiday assignment.
  - 3.) If scheduling permits an employee to have an extra holiday off the July 4, Thanksgiving, Christmas Eve, or Christmas Day, the holiday in question will first be offered to the most senior employee on that unit and thereafter that holiday will be offered on a rotation basis.
- f.) In areas where an employee is expected to be on call, a holiday commitment shall be established for the six (6) major holidays which are:

New Years Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Labor Day.
- g.) The holidays and/or shifts referenced below shall be considered the holiday, and shall be paid at the rate of time and one half (1½) the employee's base rate for all hours worked:
  - a.) Christmas Eve from 3:00 p.m. on 12/24 through 7:00 a.m. on 12/25;
  - b.) Christmas Day from 7:00 a.m. on 12/25 through 7:00 a.m. on 12/26;
  - c.) New Years Eve from 3:00 p.m. on 12/31 through 7:00 a.m. on 1/1;
  - d.) New Years Day from 7:00 a.m. on 1/1 through 7:00 a.m. on 1/2;
  - e.) Easter Sunday from 7:00 a.m. through 7:00 a.m. the Monday after;
  - f.) Memorial Day from 7:00 a.m. through 7:00 a.m. the next day;
  - g.) Independence Day from 7:00 a.m. on 7/4 through 7:00 a.m. on 7/5;
  - h.) Labor Day from 7:00 a.m. through 7:00 a.m. the next day; and
  - i.) Thanksgiving Day from 7:00 a.m. through 7:00 a.m. the next day.

Employee's whose day shifts begin earlier than 7:00 a.m. will continue to receive holiday premium pay for their entire shift.

- h.) Switching of shifts or partial shifts between employees may occur after the schedule is posted with the manager's approval. Written requests must have signature of the affected employees. The initially scheduled holiday shall be considered the holiday commitment.
- i.) When an employee calls off for an unscheduled PTO day on a holiday, the absence

will be treated as an absence on a scheduled weekend shift and rescheduled as a weekend makeup.

Section 10. PTO Requests:

- a.) Requests for PTO will be submitted two (2) times per year as follows:
  - 1.) by November 1 of the preceding year for the period of time from January 2 through April 30;
  - 2.) by March 1 for the period of time from May 1 through the end of the year.
- b.) Approval or denial of such requests shall be indicated by no later than thirty (30) days after the request is made.
- c.) A maximum of seventy-five (75) hours of PTO days for full-time, sixty (60) hours for PT4, forty-five (45) hours for PT3 and thirty (30) hours for PT2 can be scheduled during the period of June 1, up through September 15 and the period from December 15 through New Years Day. In case of conflict, seniority will be the determining factor. The manager or designee may make exceptions to these limits, by seniority, when staffing permits.
- d.) Should an employee desire to change an approved PTO, the employee must submit the change at least thirty (30) days prior to the first day of the scheduled PTO time. The employees' request shall be accommodated if possible.
- e.) Approved PTO may not be changed when personnel must transfer without the consent of the employee, in instance of lay off, unit closings or transfers because of an administrative decision or due to a CHS partial or full consolidation. In each of the above instances, approved PTO requests will be honored.
- f.) If a disability occurs during scheduled PTO and last for one (1) week or more, that portion of the PTO shall be rescheduled upon submission of medical certification to the Employer.
- g.) If a disability occurs prior to scheduled PTO and is expected to last into the PTO period, the PTO shall be rescheduled.
- h.) An employee may request PTO pay in advance of taking PTO. These requests must be submitted to Payroll in writing three (3) weeks in advance of the start of the employees' PTO.

Section 11. The employee's paycheck stub should reflect the net balance of PTO as of the beginning of the current pay period.

Section 12. An eligible employee may voluntarily donate a portion of their own PTO benefit

hours to another benefited employee who is away from work on approved leave for disability, family medical leave, or personal leave of absence for hardship reasons. The employee will be eligible to give hours from their own accrued balance of PTO. Donated hours shall be subtracted from donors' PTO accrual bank with no adjustment for their dollar value. Donated hours shall be paid to the recipient at recipients' rate of pay.

Section 13. Unscheduled absences are subject to the provisions of the St. Joseph Hospital attendance policy.

Section 14. Paid Time Off (PTO) at time of termination will be processed as follows:

- a.) Employees who fail to complete the probation period, for any reason, will receive no payout of any accrued PTO at time of termination.
- b.) Employees who successfully complete the probationary period, and are terminated by the Employer, will receive a payout for all accrued unused PTO at time of termination.
- c.) PTO for employees who successfully complete the probationary period, and resign from their position will be processed as follows;
  - 1.) If the employee fails to provide a minimum of two (2) weeks written notice, there will be no payout of any accrued PTO.
  - 2.) If the employee provides a minimum of two (2) weeks written notice and works their normal schedule during the notice period or is away from work on approved PTO, then the employee will receive a payout of all accrued PTO 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 will pay the balance of accrued unused PTO at time of termination.

**Article 48**  
**Extended Sick Benefits**  
**(ESB)**

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

<b>ESLB</b>			
<b>Category of Employment</b>	<b>Maximum Days Accrued Annually</b>	<b>Maximum Hours Accrued Annually</b>	<b>Accrual Rate Per Hour</b>
Full Time	9	67.5	.03466
Part Time	4	30.0	1.160

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

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

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

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

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

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

Section 7. An employee will be paid from his/her ESLB, from his/her 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; or
- d.) is sent home or is banned from working as the result of an infection which is verified to have been contracted at work such as pink eye, scabies, chicken pox, etc.

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

Section 8. An employee's ESL 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 the Employer 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 he/she work less than the normal category of employment requirements; and
- d.) one (1) day for each day paid (including shift differential) for by the Employer where the employee's entitlement to disability or compensation benefits have expired but the employee continues to be certified as disabled by his/her 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 9 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 his/her ESLB, the 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 his/her 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 hours in the employee's regularly scheduled shift.

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

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

Section 14. Employees who retire at age fifty-five (55) or older, with twenty (20) years of credited service on or after January 1, 2011 will be:

- a.) eligible to utilize up to six (6) months (975 hours) of accrued, unused long term sick time to extend their service credits in the retirement plan;
- b.) in the case of employees that are provided retirement benefits for CWA employees under the Retirement Plan of the Catholic Health System (PRA), the six (6) month retirement benefit referred to in a.) above will be converted into Pay Credits.

## **Article 49**

### **Health Insurance**

Section 1. The Employer shall make available to all employees covered by this Agreement the following health insurance options:

- a.) CHS Plan 4 (previously titled "Traditional Blue/POS 298 Plan 4");
- b.) CHS Plan 1 (previously titled "Traditional Blue/POS 298 Plan 1"); and
- c.) CHS First Choice Plan.

Any changes in the plan, including coverage, co-pays, administration, accessibility, etc. by the Employer shall only be by mutual agreement.

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

Section 3. The Employer shall contribute ninety percent (90%) of the cost of single coverage and eighty percent (80%) of the cost of family coverage for full-time employees, based on Traditional Blue/POS 298 Plan 1 (core plan). The Employer shall contribute fifty-five percent (55%) of the cost of single coverage for regular part-time employees and fifty-five (55%) of the cost of family coverage for regular part-time employees based on Traditional Blue/POS 298 Plan 1 (core plan). Effective for Open Enrollment 2012, the Employer shall contribute sixty-five (65%) of the cost of the single coverage for regular part-time employees and sixty-five (65%) of the cost of the family coverage for regular part-time employees based on Traditional Blue/POS 298 Plan 1 (core plan).

Section 4. The Employer shall contribute for all regular full-time and current PT4 employees hired prior to April 1, 2001, having successfully completed the probationary period, ninety percent (90%) of the cost of single coverage or eighty percent (80%) of the cost of family coverage based on the CHS Plan 1 (the core plan, previously titled "Traditional-Blue/POS 298 Plan 1"). New eligible employees shall be eligible for the health plan on the first enrollment period following completion of the probationary period.

Employees electing coverage under any health plan other than the lowest cost health care plan will be entitled to an Employer contribution equal to the amount that would have been paid if the employee were covered under the Employer's core plan.

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

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

Section 7. For employees who enroll in the CHS Plan 1 and 4, the Employer shall deposit yearly into a Medical Flexible Spending Account the following:

- a.) \$50.00 for employee's with single coverage; or
- b.) \$100.00 for employee's with family coverage.

Section 8. CHS Plan 1 and 4 products include a \$250.00 inpatient deductible. Employees and eligible family members enrolled in these products, who receive services within Catholic Health System (CHS), shall have this deductible waived. The deductible will also be waived in the case of an emergency (deemed as necessary to receive immediate medical treatment at the closest facility or life-threatening situation, or a situation where the determination of where treatment is to be provided cannot be provided by the employee or eligible family member), or if the services required are not available within a CHS facility.

Section 9. Employees who retire from St. Joseph Campus will be eligible to participate in a retiree group health plan, at their own expense, until they are eligible for medical coverage under Medicare.

### **Article 50 Prescription Insurance**

Section 1. The Employer shall make available to all employees covered by this Agreement, who are enrolled under one of the Employer's health insurance plans, a \$7.00 co-pay for prescription drugs. The Employer has contracted with a managed pharmacy drug benefit program for a three tier prescription benefit at \$7/\$15/\$35.

- a.) The Employer will reimburse employees, the difference between \$7.00 co-pay referred to in Section 1. above and the second or third tier co-pay when:
  - 1.) there is verification from a valid formulary or a licensed pharmacy that there is no generic drugs available; or
  - 2.) 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 2. An employee will be provided prescription coverage at the same time the health plan becomes effective.

Section 3. The Employer shall contribute to the cost of the prescription coverage the same percentages as contributed under Article 49, Section 3. Health Insurance.

### **Article 51 Hospital Discounts**

Section 1. The Employer Discount Program will apply to all full-time, regular part-time, weekend, per diem, laid off and retired employees and their spouses and eligible dependents that meet the following criteria:

- a.) eligible dependents as defined above must be covered by medical insurance through the Employer 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 100% to a maximum of \$250 per occurrence;
- b.) hospital billed coverage (including outpatient procedures) will have co-payments of up to \$15 waived, and a fifty percent (50%) discount on the balance of the co-payment in excess of \$15 will be applied;
- c.) outpatient services (non-covered) will have a discount of 50% exclusive of Emergency Room visits, except that employees at St. Joseph Hospital Campus shall receive a 100% discount on the ER co-pay if they use the St. Joseph Hospital ER;
- d.) private room discount will be 100% for employee or spouse and a 50% discount for dependents.

Section 3. Discounts apply to authorized services only. Discounts do not apply to charges in excess of plan limits, cosmetic surgery, 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 other patient payment portions of a 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, Hospital employees are prohibited for 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 pediatric services not provided at CHS facilities. To be eligible for reimbursement, discounted pediatric services must be delivered within the eight (8) counties of Western New York. Discounts for pediatric services not provided at CHS facilities are only available to employees, their spouse and children who are covered by medical insurance through the Catholic Health System.

Section 8. To receive the benefits outlined under this Article, eligible employees must complete the "Hospital Discount Form for Approved Unreimbursed Medical Expenses" and submit to the HR benefits specialist.

## **Article 52 Dental Coverage**

Section 1. All full time and regular part time employees will be eligible to participate in a voluntary dental program according to the terms and conditions offered by the Employer. Employees are responsible for 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 Employer shall make available to all employees covered by this Agreement the following dental coverage options:

<b>Description of services</b>	<b>Enhanced Plan</b>	<b>Basic Plan</b>
Class I Preventative & Diagnostic	100% *	100% *
Class II Restorative/Oral Surgery**	70% *	50% *
Class III Major Restorative**	50% *	No Coverage
Class IV Orthodontia*** Lifetime maximum	50% * \$2,000	No Coverage
Deductibles		
Single	\$ 50	\$ 50
Family	\$100	\$100
Maximum Benefit per Calendar Year	\$2,000	\$1,000

\* PPO allowance.

\*\*After annual deductible.

\*\*\*Dependent children to age 19, full-time students to age 25.

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. The plan will reimburse according to the contracted fee schedule for participating providers. Employees may elect to utilize non-participating dentists in which case the employee will be liable for any balance owed the non-participating dentist.

Section 2. A newly hired employee may initially select individual or family dental plan coverage within thirty (30) days of the date of employment. Actual coverage will begin on the first day of the month following completion of ninety (90) calendar days 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.

Section 3. Employees in categories other than regular full time and regular part time are eligible to participate in the voluntary dental plan effective January 1, 2005 provided they meet the eligibility requirements detailed in Section 2. above. Premium payments will be billed by a third party administrator, which will collect the monthly premium plus two percent (2%) processing fee from the employee. If premium payments are not received by the due date, coverage will be canceled effective the last day of the month in which the last premium was paid.

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

**Article 53**  
**Tax Sheltered Annuity**

Section 1. The Employer will make available to all employees covered by this Agreement a tax sheltered annuity/403(b) plan.

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

Section 3. If the Employer is 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.

**Article 54**  
**Retirement Plan**

Section 1. The Employer shall provide at no cost to eligible employees, the “St. Joseph Hospital Retirement Income Plan” inclusive of the following.

- a.) All active employees working thirty (30) hours per week who have been actively at work for ninety (90) days shall be eligible to participate in the Employer’s long term disability plan prior to the normal retirement age of sixty-five (65).

Disability benefits provided under the terms of the plan shall commence for eligible retirement plan participants when they reach normal retirement age as defined in the plan.

- b.) The early retirement penalty is one and one-half percent (1.5%) per year between the age of fifty-five (55) and the age of sixty-five (65).

**Article 55**  
**Preceptor**

Section 1. Newly hired Graduate Nurses (GNs), Registered Nurses (RNs) and RNs who transfer to a new position shall be precepted.

Section 2. Preceptors shall be assigned on a one (1) to one (1) ratio. During the period of precepting, the new or transferred employee shall not be counted in staffing allotment for that unit and shift and shall share the same patient assignment with the preceptor.

Section 3. GNs shall have a minimum ten (10) week period of orientation. Experienced RN’s will have individualized orientation based on needs assessment.

Section 4. The period of time a nurse is assigned to a preceptor shall be determined by the needs of the individual registered nurse. The nurse manager in consultation with the preceptor, nurse educator and the registered nurse involved shall determine such needs. During the period of time a nurse is being precepted, there will be a weekly meeting between the preceptee, the preceptor and the nurse manager or designee for the purpose of evaluating the progress of the preceptee.

Section 5. Where possible a precepted employee shall be assigned to the same preceptor for each shift throughout his/her precepted period and shall be assigned the same work schedule as his/her preceptor.

Section 6. In the event an assigned preceptor is absent, the precepted employee shall be assigned to another RN for that shift and shall share that RN's patient assignment.

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

Section 8. Every effort shall be made not to assign a preceptor as a charge nurse or team leader.

Section 9. Individuals will be eligible to attend preceptor training and act as a preceptor based on the following criteria:

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

Section 10. Preceptors will be evaluated on an annual basis. Such evaluation shall include, but not be limited to, the criteria contained in Section 9 a.), b.) and c.) above and preceptee evaluations from the previous year for continued selection as a preceptor.

Section 11. Preceptors shall receive training prior to their first assignment. If the trained preceptor is not available, volunteers will be asked to assume this role.

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

Section 13. Preceptor training classes shall be offered based on need.

Section 14. Preceptor pay shall be defined in Article 40, Wages.

**Article 56**  
**Agency Personnel**

Section 1. Agency personnel may be used when:

- a.) all reasonable attempts to fill the position have failed including voluntary overtime, use of per diem employees or offering extra time to full and part-time employees; or
- b.) there is an open position for which the Employer has posted a vacancy or is actively recruiting.

Section 2. Agency personnel will not be assigned in charge, unless there is no regular, qualified staff scheduled.

**Article 57**  
**Bargaining Unit Work**

Section 1. Non-bargaining unit personnel (except Agency employees as discussed in Article 56, Agency Personnel) shall not perform bargaining unit work except in the following situation:

- 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.

**Article 58**  
**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 will not contract out bargaining unit work if such contracting out will cause, currently and directly, layoffs from employment with the Employer, part-timing of present employees, or any reduction in regular hours of work.
- c.) The Employer will not use independent contractors 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. 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 lay-offs, part-timing, or reduction of regular hours, the Employer will notify the Union of their intent three (3) months 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 59**  
**Job Descriptions**

Section 1. There shall be a written job description covering each position in the bargaining unit which shall contain: a description of duties, 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.

Section 2. The Employer will provide the Union and the affected employees with copies of any new or revised job descriptions fourteen (14) days in advance of implementation. The Union shall not have the right to demand negotiations over the content of any job description, but may request a meeting to discuss new or revised job descriptions. Such discussion shall not delay the implementation of a new or revised job description.

**Article 60**  
**Snow Days**

When severe winter storms, as declared by the Employer, result in a “snow day,” the following guidelines will be followed concerning employee compensation:

- a.) Employees who make a reasonable effort and come to work will not have their pay docked for necessary tardiness for a period not to exceed three (3) hours. Employees shall not be paid for scheduled hours if they leave early.
- b.) Employees unable to report for work for an entire shift, shall not be paid, but shall be permitted to substitute another paid day off.

**Article 61**  
**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 St. Joseph Campus.

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

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

Section 4. To be eligible an employee must:

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

**Article 62**  
**Parking**

The Employer will provide free parking to all employees covered by this Agreement in employee designated areas.

## **Article 63**

### **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 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 his/her former position without restriction at the end of the transitional duty assignment.

Section 2. Employees collecting payments for lost time as a result of an occupational or non-occupational injury, may be routinely requested to be evaluated by an Associate Health provider, but not more than once per month.

Section 3. 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.) Based on the medical documentation provided, the Employer may request a return to work physical and the employee must comply.
- b.) 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.
- c.) Each department, in conjunction with Integrated Disability Management and the Human Resource Department, will evaluate and determine the work available that will be considered appropriate for transitional duty. An employee who is classified for transitional duty work will be provided such work which is suitable to his/her physical condition, when it is available. If a transitional duty assignment is not available in the employee's department, an assignment within his/her site and 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. If the employee elects to decline a position in either instance, supplementary payments from the employees' sick bank will be discontinued.
- d.) 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 employees' attending physician and the Associate Health Service provider.
- e.) Assignment to a transitional duty position will be at the employee's current rate of pay, category of employment and in his/her former shift. The employee and the Employer may mutually agree to waive the shift requirement.

- f.) It is understood that an employee's restriction may require that he/she work less 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 NYS Disability or Workers' Compensation payments are reduced or eliminated, supplemental hours will be deducted from their extended sick bank and paid to them in an amount which, when added to transitional duty hours equals normally budgeted hours.
- g.) The Employer shall provide a 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 notice may be personally given to the employee.
- h.) If an employee is classified for transitional duty and the work assignment is made suitable to his/her physical condition, skill and qualification, that employee must report to work in that position. If the employee elects to decline a transitional duty position, Extended Sick Leave payments from the employee's sick bank will be discontinued.
- i.) Regardless of the work assignment all benefits and provisions of the employee's collective bargaining agreement will apply.

Section 4. In situations 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 5. 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.

Section 6. An employee on transitional duty will not be counted as staff unless the employee is released to perform all of the assigned duties of that position.

Section 7. A review of transitional duty positions/opportunities will become a regular agenda item at the Health and Safety Committee.

#### **Article 64**

#### **Employee Assistance Program**

Section 1. An Employee Assistance Program shall be implemented and maintained by Quality Behavioral Health or a comparable provider.

Section 2. An Employee Assistance Program Committee will consist of one (1) representative from CWA represented employees, one (1) representative from SEIU/1199/Upstate represented

employees, two (2) representatives from employees not represented by these unions and four (4) Employer management representatives. The Committee will meet on an as needed basis, but no more than semi-annually to discuss matters pertaining to the effectiveness and operation of the Employee Assistance Program and to draft recommendations, where appropriate, to the Employer concerning:

- a.) generating a climate to eliminate the effects of the social stigma associated with mental disorder, alcoholism and drug dependency and other personal problems which act as a barrier to employees and their family members seeking help;
- b.) assuring confidentiality in working with employees and families;
- c.) assisting in the development of educational and informational materials;
- d.) developing an internal advocacy program and reviewing and modifying, if appropriate, the current Employee Assistance Program; and
- e.) reviewing usage patterns and policy reinforcement.

Section 3. The decision to participate in the EAP is voluntary and the personal responsibility of the employee.

Section 4. Employees who are told by the Employer, in writing, that they are terminated due to alcohol or drug abuse shall continue to receive the benefits provided in this Article for a period of two (2) months following such termination.

#### **Article 65 Contract Printing**

The parties will share equally the costs associated with the printing of this Agreement.

#### **Article 66 Notice to Parties**

Any notice required under this Agreement shall be sent by registered or certified mail to the Local Union's or Employer's current address.

#### **Article 67 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 Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect and the parties will meet to negotiate regarding that portion of the Agreement which has been held invalid.

**Article 68  
Amendment**

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

**Article 69  
Staff Lounge**

The Employer shall provide for members of the bargaining unit a break room for employee breaks and lunch periods.

**Article 70  
Complete Agreement**

This Agreement may not be amended, modified, waived, or otherwise revised except by written agreement by both parties.

**Article 71**  
**Duration**

This Agreement shall become effective on the 1st day of September 2009 and shall remain in full force and in effect up through 11:59 p.m. on August 31, 2012. Any party desiring to renew or renegotiate this Agreement shall notify the other party in writing ninety (90) days prior to the termination date. In the event that such notice is given, negotiations shall commence not later than sixty (60) days prior to the termination date.

Date of Execution: \_\_\_\_\_, 2009

\_\_\_\_\_  
Peter U. Bergmann  
President and CEO

\_\_\_\_\_  
Debora M. Hayes, Staff Representative  
Communications Workers of America, AFL-CIO

\_\_\_\_\_  
Sharon A. Schultz, Vice President  
CWA Local 1168

\_\_\_\_\_  
Elaine Lopez, Area Vice President  
CWA Local 1168

\_\_\_\_\_  
Nancy Gugliuzza, Bargaining Committee  
Representative, CWA Local 1168

**APPENDIX A**  
**ENTRY LEVEL QUALIFICATIONS**

In these negotiations the parties have discussed the meaning of the word “qualifications” as it pertains to the Article on “Vacancies, Job Bidding and Transfers.” All RNs must have completed BLS Training within ninety (90) days. The following are the current “entry level” qualifications for certain bargaining unit positions:

**A. Registered Nurse:**

1. Hall 2/Telemetry
2. Hall 4
3. 5N
4. 5S
5. Nursing Office Floats

**Qualifications**

1. Current registration or Permit as a Registered Professional Nurse in the State of New York or a permit as a graduate in the State of New York
2. Within ninety (90) days of beginning a job on Hall 2/Nursing Office floats, the employee will complete the Arrhythmia Interpretation course.
- 3.\* ACLS received within one (1) year of starting a position on Hall 2/Nursing Office floats.
- \* For existing RN’s achievement within two (2) years of the effective date of this Agreement.

**B. Ambulatory Surgery Unit Registered Nurse:**

**Qualifications**

1. Current registration as a Registered Professional Nurse in the State of New York.
2. One (1) year of previous RN experience required.
3. One (1) year of previous ambulatory surgery, PACU experience preferred
4. Within ninety (90) days of beginning a job in Ambulatory Surgery Unit, the employee will complete the Arrhythmia Interpretation course.
5. ACLS received within one (1) year of starting a position in the Ambulatory Surgery Unit. For existing RN’s achievement within two (2) years of the effective date of this agreement.
6. PALS preferred and recommended.

**C. Critical Care Unit Registered Nurse:**

1. Current registration as a Registered Professional Nurse in the State of New York or permit as a graduate nurse in the State of New York (limited to no more than two (2) Graduate Nurse’s on the unit at any given point in time.)

2. Within ninety (90) days of beginning a job in the Critical Care Unit, the employee will complete the Arrhythmia Interpretation Course.
3. Within six (6) months of beginning the job in the Critical Care Unit, the employee will complete the Critical Care Class /ECCO.
4. ACLS received within one (1) year of starting a position in the Critical Care Unit.

**D. Emergency Department Registered Nurse:**

Qualifications

1. Current registration as a Registered Professional Nurse in the State of New York with a minimum of one (1) year of acute care experience. A graduate nurse may be considered if a New York State Emergency Department Residency program is in effect (limited to no more than two (2) Graduate Nurse's in the Emergency Department at any given point in time).
2. Within ninety (90) days of beginning a job in Emergency Department, the employee will complete the Arrhythmia Interpretation Course.
3. Within six (6) months of beginning the job all introductory educational requirements must be fulfilled.
4. ACLS received within one (1) year of starting a position in the Emergency Department.
5. PALS preferred and recommended.

**E. Dialysis Registered Nurse**

Qualifications

1. Current registration as a Registered Professional Nurse in the State of New York with a minimum of one (1) year of acute care experience.
2. Previous dialysis experience preferred.
3. Within ninety (90) days of beginning a job in the Dialysis Department, the employee will complete the Arrhythmia Interpretation Course.
4. ACLS received within one (1) year of starting a position in the Dialysis Department.

**F. Stress Lab Registered Nurse:**

Qualifications

1. Current registration as a Registered Professional Nurse in the State of New York.
2. Two (2) years of previous critical care (ICU/CCU/Telemetry) experience is required or stress lab experience.
3. ACLS is required to start a position in the Stress Lab Department.

**G. Post Anesthesia Care Unit Registered Nurse:**

### Qualifications

1. Current registration as a Registered Professional Nurse in the State of New York.
2. One (1) year of previous acute RN experience is required.
3. One (1) year previous PACU experience or at least one (1) year of critical care experience preferred.
4. Within six (6) months of beginning a job in PACU, the employee must complete the Critical Care Class/ECCO if not prior PACU or Critical Care experience.
5. Within ninety (90) days of beginning a job in the PACU Department, the employee will complete the Arrhythmia Interpretation Course.
6. \* ACLS received within one (1) year of starting a position in the PACU Department.
7. PALS preferred and recommended.

### **H. Perioperative Registered Nurse:**

#### Qualifications

1. Current registration as a Registered Professional Nurse in the State of New York with a minimum of one (1) year of acute care experience.
2. One (1) year of operating room experience or completion of a post graduate perioperative program preferred.

### **I. G.I. Unit Registered Nurse:**

#### Qualifications

1. Current registration as a Registered Professional Nurse in the State of New York.
2. One (1) year of acute care experience required.
3. One (1) year of G.I. experience or one (1) year of operating room experience preferred.
4. Within ninety (90) days of beginning a job in the GI Department, the employee will complete the Arrhythmia Interpretation Course.
5. \* ACLS received within one (1) year of starting a position in the GI Department.

\* For existing RN's achievement within two (2) years of effective date of this Agreement.

### **J. Urology Unit Registered Nurse:**

#### Qualifications

1. Current registration as a Registered Professional Nurse in the State of New York.
2. One (1) year of acute care experience required.
3. One (1) year of cystology experience or one (1) year operating room experience preferred or completion of a post-graduate perioperative program preferred.
4. Within ninety (90) days of beginning a job in the Urology Department, the employee will complete the Arrhythmia Interpretation Course.

5. \* ACLS received within one (1) year of starting a position in the GI Department.

\* For existing RN's achievement within two (2) years of effective date of this Agreement.

**K. Pre-Surgical Testing Registered Nurse:**

Qualifications

1. Current registration as a Registered Professional Nurse in the State of New York.
2. Two (2) years Medical/Surgical experience required.
3. One (1) year of previous ambulatory surgery experience preferred.

**L. Radiology Registered Nurse:**

Qualifications

1. Current registration as a Registered Professional Nurse in the State of New York.
2. Two (2) years minimum acute care experience is required.
3. Two (2) years critical care experience preferred.
4. Current ACLS is required for starting a position in the Radiology Department.

**M. Interventional Radiology Registered Nurse:**

Qualifications

1. Current registration as a Registered Professional Nurse in the State of New York.
2. Two (2) years minimum acute care experience is required.
3. Two (2) years of previous PACU/Critical Care/ED experience preferred.
4. Current ACLS is required for starting a position in the Radiology Department

**N. Primary Care Registered Nurse:**

1. Current registration as a Registered Professional Nurse in the State of New York.
2. Three (3) years of previous Medical/Surgical experience required.
3. Private Medical Staff Office experience in RN capacity preferred.

Thus, while qualifications may change as technology or job requirements change, they would be of the type and kind illustrated above. The parties agree that if and when the Employer modifies job qualifications in the employee's job descriptions, copies thereof shall be provided to the union and affected employees.

**APPENDIX B  
PAYROLL DEDUCTION AUTHORIZATION**

NAME \_\_\_\_\_ JOB TITLE \_\_\_\_\_

The undersigned hereby authorizes Sisters of Charity Hospital to deduct from my wages:

CHECK EITHER:

\_\_\_\_\_ **MEMBER** The monthly dues and one initiation fee as certified to the Employer from time to time by the Secretary-treasurer of the Communications Workers of America, and remit same to the Secretary-treasurer of the Communications Workers of America as his/her duly authorized agent. This authorization may be revoked by me at any time by written request to the Employer and by sending a copy of such request to the Secretary-treasurer of the Union, or

\_\_\_\_\_ **AGENCY FEE PAYER** A service charge equal to the monthly dues as certified to the Employer from time to time by the Secretary-treasurer of the Communications Workers of America as his/her duly authorized agent. This authorization may be revoked by me at any time by written request to the Employer and by sending a copy of such request to the Secretary-treasurer of the Union.

Union membership dues and agency fees are not deductible as charitable contributions for Federal income tax purposes.

Dues and agency fees, however, may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

\_\_\_\_\_  
Resident Address

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
City/Town

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

Social Security Number \_\_\_\_\_ Date of Birth \_\_\_\_\_

Date Received by Company \_\_\_\_\_ Date Effective \_\_\_\_\_

**Memorandum of Understanding # 1  
Recognition**

During the negotiations that resulted in this Agreement, the parties agreed to delete the job titles of staff development/patient educator and case manager from the inclusion language outlined in Article 3, Section 1., and to include those same job titles under the exclusion language in Article 3, 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 Hospital were to re-employ nurse educators or case managers, the job titles and the employees hired to work in those job titles would return to the bargaining unit.

**Memorandum of Understanding # 2  
On-Call Digestive Health Unit**

Section 1. Registered Nurses who presently do not receive on-call pay and are called into work outside of their regular scheduled work hours, will receive four (4) hours call-in pay or will be paid for hours worked whichever is greater.

Section 2. From 4:00 p.m. on Friday until 7:00 a.m. on Monday and on all designated holidays as defined in Article 47, Paid Time Off (PTO), one GI Unit nurse will be on-call according to Article 43, On-Call Pay.

Section 3. The necessity to call in GI Unit nurses during non-working hours will be determined by the physician in conjunction with the GI Unit nurse manager and/or nursing supervisor. The GI Unit nurses will only be called in for emergency cases that require immediate endoscopic management.

Section 4. All other issues related to on-call will be according to Article 43, On-Call Pay.

**Memorandum of Understanding # 3  
Nurse Interns**

Section 1. The Employer and the Union agree that there is now and will continue to be a chronic shortage of Registered Nurses in Western New York, and innovative programs must be immediately implemented to attract and retain qualified nurses.

Section 2. The Employer and the Union agree that the following program for Nurse Interns will be implemented upon the ratification of this Agreement.

- a.) Nursing Interns (“Interns”) will work with St. Joseph Hospital Registered Nurses who are members of the bargaining unit to assist the RN in providing nursing services. The intern will not be considered part of the collective bargaining unit and will not be required to join the union nor be required to pay union dues while in intern status.
- b.) An RN who is assigned to work with an intern, will receive preceptor pay, as per Article 40 Wages, for all hours assigned to work with the intern.
- c.) The Employer may elect to enter into an agreement with each intern and their respective school to provide partial or total scholarship assistance towards completion of a degree in Nursing. In exchange for this scholarship assistance, the intern will provide the Employer with a commitment to a pre-specific length of service as an RN with St. Joseph Hospital.
- d.) This internship program will not cause a reduction in the number of positions within the bargaining unit at St. Joseph Hospital.
- e.) The movement of an intern from intern status to employment in an RN position at St. Joseph Hospital will not supercede the contractual obligation of the Employer to post any position.
- f.) During the internship period, St. Joseph Hospital will continue to recruit to fill open positions regardless of whether or not an intern is in place within that particular unit.
- g.) An intern who completes two (2) successive internships of not less than nine (9) weeks each in the same department or specialty area that has vacancies may be considered for any open position in the area where the internship was completed. The intern candidate will be considered an external applicant with no seniority rights to the position. The intern candidate must bid on the open position in accordance with the Employer’s policy and procedure and Article 26, Vacancies, Job Bidding and Transfers.
- h.) In order to accept the position, the successful intern candidate must also be a graduate of an accredited nursing school and possess current registration as an RN in New York State.

**Memorandum of Understanding # 4  
Joint Labor Management Committee**

St. Joseph Hospital and CWA agree, subsequent to ratification of the Agreement to establish a formalized joint Labor Management Committee. The purpose will be to educate each other on the

critical business operating issues affecting St. Joseph Hospital's financial viability, welfare of our customers and associates.

The committee will meet on a monthly basis and shall mutually agree to the agenda to be covered. There shall be no more than four (4) union representatives, for all CWA bargaining units, on the committee. The committee shall also be charged with the formation of sub-committees as necessary, to address specific issues.

This committee shall endeavor to support the core values of the Catholic Health System, strive towards a mutually respectable relationship and align itself to address the competitive challenges with the marketplace.

### **Memorandum of Understanding # 5 Attendance and Tardiness**

During the negotiations that resulted in this collective bargaining agreement, the Employer and the Union reached agreement on a policy for attendance and tardiness which will remain in effect for the life of this Agreement.

#### **PURPOSE:**

To establish a uniform policy and set of procedures in order to maximize the regular attendance and punctuality of employees. Regular attendance and punctuality are considered essential ingredients in the continuity of the Employer's operation and, ultimately, in providing the highest standards of care to our patients.

#### **SCOPE:**

This policy applies to all employees covered by this collective bargaining agreement.

#### **GENERAL STATEMENT OF POLICY:**

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 St. Joseph Hospital 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 Employer and its patients are entitled to a reasonable degree of regularity in the attention of our employees to their responsibilities.
  
- 3.) St. Joseph Hospital has established and/or recognizes 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:
  - Scheduled Paid Time Off (PTO);
  - Approved leave of absence pursuant to applicable Employer policy or collective bargaining agreement;
  - Absences associated with workers' compensation claims;
  - Excused absence with pay for bereavement, jury duty, and military service;
  - Low census days/lack of work (e.g., down staffing);
  - Holiday;
  - Emergency conditions, as determined by the Employer, caused by natural disasters (e.g., snowstorm, flood, etc.);
  - Absences covered by the Family & Medical Leave Act;
  - Absences associated with New York State (NYS) Disability;
  - Absences due to an employee's confinement as an inpatient in a hospital;
  - Absences associated with outpatient surgery performed under anesthesia in a hospital surgical suite, physician's or dentist's office; and
  - Absences associated with infection control when the absence is documented by a physician (i.e. pink eye).

**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 his/her attendance, will result in disciplinary action even if the absences are largely or entirely the result of illness or injury.

- 4.) In instances of tardiness, absences, failure to report to work as scheduled or where employees are found to abuse benefit time from work, St. Joseph Hospital may find it necessary to attempt correction by counseling, corrective action measures or termination.

- 5.) In the event an employee cannot report to work as scheduled, the employee must personally notify, their supervisor as early as possible. Employees are expected to notify their supervisor/manager, or designee, of their inability to report to work according to the following:

Two (2) hours prior to their scheduled starting time for day shift, four (4) hours for evening shift and four (4) hours for night shift. If such notice is not possible due to the scheduled opening time of the department, the employee shall notify the department as soon as the department is open. The exceptions to the above shall be the inability of the employee to make the telephone call.

- 6.) In all cases of an employee's absence or tardiness, the employee shall provide management personnel with a truthful reason for the absence and, if applicable, 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 his/her absence on a daily basis.
- 7.) Management and supervisory personnel have the ultimate responsibility for monitoring employee attendance and managing absenteeism and tardiness through appropriate action. The supervisor's attitude and actions toward absenteeism and tardiness will directly affect the attitudes of employees regarding regular and timely attendance.

#### **Definition of Terms:**

- 1.) Absence - Failure to report to work as scheduled or to work less than one-half (½) of the scheduled work shift.
- 2.) Tardiness - Failure to punch in by the start of the scheduled shift or failure to complete your assigned shift but having worked at least half the scheduled shift.
- 3.) Consecutive Days of Absence - One (1) day of absence or two (2) consecutive days is equal to one (1) absence occurrence. Absence of three (3) or more consecutive scheduled work days equals two (2) absence occurrences.

#### **A. Attendance - Counseling**

- 1.) Attendance and punctuality patterns are established early and tend to persist, therefore, orientation of new employees concerning their responsibility for regular and timely attendance is a vital obligation of each supervisor. Each employee must understand what is expected of him/her in this regard from the very first day on the job.
- 2.) Supervisors are encouraged to promptly handle all absenteeism and tardiness problems at their earliest stages. Toward this end it is suggested that, regarding

absenteeism and tardiness, a Counseling Session be initiated. Counseling is not part of the formal corrective action process. Counseling sessions should be informative in nature and used for the following purposes:

- a.) to bring to the employee's attention that a potential problem exists regarding his/her 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 him/her in the future with respect to attendance and punctual attendance;
  - d.) to support any future corrective action, if necessary.
- 3.) Management and supervisory personnel have discretion and latitude in deciding when a counseling session is necessary.

**B. Attendance - Formal Disciplinary Action**

Post-Probationary Discipline, Article 17 will not apply to discipline for absence or tardiness. When attempts at counseling have failed and repeated employee absences reach certain pre-selected points, management and supervisory personnel will follow the actions outlined below;

**C. Absenteeism:**

The following progressive counseling will occur for instances of absenteeism in any rolling twelve (12) month period at each step below the employee may be advised of the availability of EAP counseling;

- 1.) five (5) occurrences: verbal counseling;
- 2.) six (6) occurrences: verbal warning;
- 3.) seven (7) occurrences: written warning (at this point, the employee will also participate in mandatory counseling sessions outside of work hours with a Hospital Employee Assistance Program counselor; this option may be utilized once within an eighteen [18] month period;
- 4.) eight (8) occurrences: final written warning;
- 5.) nine (9) occurrences: 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.

Managerial/Human Resource 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).

- 6.) 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.
- 7.) 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.
- 8.) An employee absent from work without notifying his/her 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 (EAP) 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.
- 9.) If an employee is absent from work without notifying his/her supervisor for two (2) consecutive scheduled work shifts without an explanation satisfactory to the organization, the employee will be considered to have voluntarily abandoned his/her job and will be automatically terminated.

**D. 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 pre-selected levels, management and supervisory personnel will take the following action:

- 1.) A counseling session may be initiated with an employee by the manager on or before tardiness reaches twelve (12) occurrences in any rolling twelve (12) month period.
- 2.) A verbal written warning will be issued when tardiness occurrences reach thirteen (13) 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 fourteen (14) 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 sixteen (16) in any rolling twelve (12) month period or less. At this stage, the employee will be required to attend mandatory counseling with the hospital Employee Assistance Program (EAP) Coordinator.
- 5.) After an employee receives a final written warning, he/she will be placed on administrative leave to consider termination, when tardiness occurrences reach eighteen (18) within a rolling twelve (12) month period or less.
- 6.) Any tardiness that has been excused in advance by an employee's supervisor shall not be counted as an occurrence.

### **Memorandum of Understanding # 6 Smoking Areas**

The following accurately reflects the agreement reached by Sisters of Charity Hospital and the Communications Workers of America, AFL-CIO, as it relates to Smoking. Pursuant to Joint Commission standards, smoking by employees shall not be permitted anywhere in the Employer's buildings.

The Employer will designate the courtyard as a smoking area for employees on a twenty-four (24) hour basis.

The Employer will provide at least one-hundred and eighty (180) days of notice to employees of its intent to become a smoke free campus inclusive of the implantation date. A Union representative from the bargaining unit will sit on the planning and implementation committee.

In the event a sufficient number of employees request assistance with smoking cessation, the Employer will assist with communication programs available through [www.nysmokefree.com](http://www.nysmokefree.com) (New York State Quit Site) and 1-866-NY-QUITS (1-866-697-8487).

**MOU # 7**  
**Mini-Arbitration Procedure**

By mutual agreement, the Hospital and the Union may elect to route appropriate grievances to the "mini arbitration" procedure for more expeditious resolutions. If the matter involves formal disciplinary action, the employee involved must sign written approval of the mini-arbitration procedure. The decision reached in the mini-arbitration procedure shall be fully binding upon the Hospital, Union and employees involved.

**1. GUIDELINES FOR MINI-ARBITRATION**

The Hospital and Union agree to attempt to utilize the mini-arbitration procedure to the greatest extent possible. The parties agree the mini-arbitration procedure will apply primarily to disciplinary actions and some monetary grievances.

In the case of monetary grievances, mutual agreement must be reached by the parties before they can be submitted through the mini-arbitration process. Awards by the arbitrator for monetary grievances are limited to no more than one thousand dollars (\$1,000.00) for each grievance presented.

A maximum of two (2) grievances per hearing will be presented by the parties unless the parties mutually agree to present more. In submitting grievances, the Union shall select fifty percent (50%) of those submitted, the Hospital fifty percent (50%) within the scope described above.

The parties agree that presentation of these cases shall be made, where possible, by those closest to the dispute, normally by a steward, local executive board member, or representative for the Union, and a supervisor of HR designee for the Hospital.

This mini-arbitration procedure shall occur on a quarterly basis or as mutually agreed to by the parties. If there are insufficient grievances eligible for this procedure, a quarterly mini-arbitration shall be canceled.

**2. INTRODUCTION OF CASES**

The parties will present jointly to the Arbitrator at the start of each case, a written statement as to the issue and facts involved. This statement will include a brief description of the disputed positions of the parties as well as a list of evidence/exhibits that have been previously stipulated. It is understood and agreed that the parties will make every effort to clearly define and agree upon the "issue" before presenting the grievance to the Arbitrator. No facts can be presented that are not a referenced part of this written statement and thus jointly stipulated as evidence. No arguments may be included in this written statement. A brief opening statement may be made during the introduction of cases.

**3. ARGUMENTS**

Each advocate will be allowed approximately ten (10) minutes to present argument(s) supporting their position. In hearing disciplinary grievances, the Hospital will present first. In all other grievances, the Union will present first. There can be only one (1) spokesperson for each party, in each case.

#### **4. REBUTTAL AND CLOSING**

Each advocate will be allowed approximately five (5) minutes to present any rebuttal and their respective closing statements. This rebuttal will be in the same order as the main arguments.

#### **5. ARBITRATOR'S QUESTIONS**

The Arbitrator shall have the right to ask questions concerning the facts of the case not in evidence as part of the written statement. The questions (if asked) will be addressed to each advocate so that each advocate may have a chance to answer. If there is a dispute between the advocates as to the fact's existence then the "fact" must be discarded by the Arbitrator and cannot be considered in making a decision.

The Arbitrator cannot ask such questions until both advocates have rested their case. The Arbitrator cannot ask either advocate for a clarification of his/her arguments.

#### **6. GENERAL**

The Arbitrator will answer each case with a written answer of either "Grievance Sustained Remedy is (Specify)" or "Grievance Denied" within thirty (30) days of the hearing. The parties may request that the arbitrator render a decision on the day of the hearing.

Each party will have the right to request a written opinion of the Arbitrator concerning one of the cases to be answered.

No recesses may be called during the presentation of cases.

Each advocate will be allowed an assistant for note taking during the presentation of the cases. The grievant may be present.

Decisions rendered in mini-arbitration shall not have precedent value. Provisions of Section 4 and Section 5 of the Grievance Procedure language in the contract will apply to the mini-arbitration procedure.

### **New Memorandum of Understanding # 8 Self Scheduling**

Self Scheduling may be implemented in any department with the agreement of the Nurse Manager.

Scheduling will be done as follows:

- 1.) The pencil schedule with approved PTO will be posted for Employees six (6) weeks in advance of the final schedule being posted. (PTO requests must be approved by the Nurse Manager).
- 2.) Full-time, Regular Part-time and Weekend Employees will have two (2) weeks to schedule their preferences.
- 3.) Scheduling of Per Diem and Agency personnel will be done by the Nurse Manager. Preferences should be submitted to the Nurse Manager.
- 4.) The pencil schedule will be removed after this two (2) week period for the Nurse Manager to review and make adjustments based on departmental needs.
- 5.) A needs list will then be posted for Employees to schedule extra time. Extra time approved by the Nurse Manager will be placed on the schedule.
- 6.) The final schedule will be posted two (2) weeks prior to the Employee being scheduled to work.
- 7.) Weekend commitments and rotation to cover the off shifts must be met per contract language in Article 27 Hours of Work and Work Schedules and Article 30 Shift Rotation.

**New Memorandum of Understanding # 9  
Dual Status Employees**

Section 1. Employees covered by this Agreement will not be entitled to hold a position at both the Sisters of Charity Hospital campus and the St. Joseph Hospital campus at the same time.

Section 2. The only exception to the language included in Section 1. above will be Debra Smietana as outlined in the Non-Board Settlement Agreement dated August 24, 2009.

Section 3. If at a later date the parties agree that a dual status category of employment is warranted, they will meet and negotiate the terms.

**New Memorandum of Understanding # 10  
Merger/Consolidation Notice**

In the event the Employer determines that it will establish, merge, consolidate or transfer services and/or programs in whole or in part, at or between the St. Joseph Campus of Sisters of Charity Hospital and such action will affect bargaining unit employees covered under this collective bargaining agreement, the following steps will be taken.

- a.) The Employer will make every reasonable effort to provide sixty (60) days prior to the Action, provide the Union with notice and the preliminary information regarding the Employer's plan. Such information 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 covered under this collective bargaining agreement at the affected sites. The employee list shall include the employee's wage rate, seniority date, job title, shift, category of employment, actual work hours per week, paid time off accrual and health insurance option.
- b.) Once the information outlined in a.) above has been provided to the Union, the parties agree to meet and review the plan details and to insure adequate understanding of the proposal.
  - c.) The Union will convene the bargaining committee and the parties will meet to negotiate on effects to members covered under this collective bargaining agreement.

This provision does not require either party to amend contract language on issues that are already covered by the collective bargaining agreement or to make changes that would violate the contract.

### **Memorandum of Agreement # 11 Enhanced Tuition Reimbursement Program**

The following is the agreement reached between Sisters of Charity Hospital/St. Joseph Campus (hereinafter "Employer") and the Communications Workers of America, AFL-CIO (hereinafter "CWA") as it relates to an Enhanced Tuition Reimbursement Program (hereinafter "Program") that will be paid to eligible employees over the life of this agreement. CWA understands the climate of Sisters of Charity Hospital/St. Joseph Campus in that it has 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 regular part time 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 his/her 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.

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

A. The Employer will reimburse the employee pursuant to the terms of this Program for each semester the employee attends an Employer approved and accredited College or University (amount to be calculated at the State University of New York U.S. dollar rate and not to exceed \$6,200 per year for undergraduate and \$8,200 per year for graduate level studies) based on 2007 tuition rates.

B. The employee will agree to continuously attend this Program (based on the Program's academic standards) with no more than one (1) semester break during the entire course of study.

C. In return for the reimbursement monies described herein, the employee will agree to work at an Employer health care facility full or regular part time (for a minimum of fifteen (15) hours per week) for the Employer following the completion of his/her final semester of accredited course work to commence on a specified date. The employee understands he/she may or may not receive his/her first choice of department and/or shift upon graduation in his/her 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 agreement.

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:

<u>GPA</u>	<u>Percentage of Tuition Sisters of Charity Hospital St. Joseph Campus to Pay</u>
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 Employer

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, he/she understands that he/she will agree to be responsible to pay back in bi-weekly installments over the course of (1) one year, the cost of all monies paid, minus what he/she has worked after graduation. All such costs will be pro-rated and according to the terms in the Repayment Schedule in Section 4.

Section 4. The employee will agree to the following repayment schedule should he/she resign, be terminated or fail to work his/her scheduled hours as described in Section 2:

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

REPAYMENT SCHEDULE:

<u>Time Worked Scheduled Hours</u>	<u>Required Employee Reimbursement</u>
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 in St. Joseph Campus (listed in Section 5.), no repayment penalty will occur. During a termination all monies will be demanded on a bi-weekly basis over the course of (1) 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, he/she will be required to pay back a pro-rated portion of tuition and fees, if his/her absence is (1) one year or greater.

B. The employee will further authorize, that the Employer may withhold funds from his/her final work paycheck, and from his/her payout of PTO, should he/she 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 his/her degreed program or does not receive licensure/certification and/or degree, he/she 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 his/her licensure exams, he/she will be required to take any open, lower level/paid position until they pass the exam. If after (2) two attempts, the employee still fails to pass, he/she 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.

Section 5. To obtain a copy of the most updated list of the positions designated as critical need, see Human Resources.

The Employer retains the right to add to the list of positions based upon business needs at St. Joseph Campus. Any modifications shall be communicated to the Union prior to implementation.

### **Memorandum of Understanding # 12 Self Contained Unit for Staffing**

The employees working in the Intensive Care Unit/Coronary Care Unit (ICU/CCU) have expressed a desire to become a self contained unit for staffing. That is, the employees working in ICU/CCU will not be required to float out of the unit to cover absences in any other department or unit and employees from other departments or units will not be required to float into ICU/CCU to cover absences.

ICU/CCU employees will become responsible for covering staffing in their department on a day to day basis (e.g.; vacancies, unexcused PTO, pre-scheduled PTO).

The Employer and the Union have agreed that ICU/CCU may proceed with a self contained unit for staffing model on a trial basis. The manager will meet with the staff and draft guidelines and a process for covering vacancies in the schedule.

The self contained unit for staffing model will then be implemented on a six (6) month trial basis. As problems or issues arise throughout the trial period, the guidelines may be amended.

Upon the completion of the trial period the manager and the staff will again meet to analyze how the process worked during the trial period and to decide if the self contained unit for staffing model should become final, eliminated or piloted in a revised capacity following the same trial template as above.

RNs can float outside of ICU/CCU if he/she desires and the opportunity presents. Dialysis RNs may be utilized to fill vacant shifts in the ICU/CCU based on previous critical care experience and demonstrated competence.

If downstaffing is necessary in a self contained unit, the language outlined in Article 24, Downstaffing/Temporary Reductions will be followed.

