

DATE: September 28, 2009

TO: All Members of CWA Local 1168 at
St. Joseph Campus (Registered Nurse)

FROM: Nancy Gugliuzza Sharon Schultz
Elaine Lopez Debbie Hayes

RE: Final Bargaining Report

The bargaining committee reached a tentative agreement on September 23, 2009.
Enclosed are the changes we have negotiated.

Contract Ratification
Wednesday, October 7, 2009
Board Room
6:00am – 6:00pm

The bargaining committee will be available to review / answer any questions you may have.

SAS:sb

**SISTERS OF CHARITY HOSPITAL, ST. JOSEPH CAMPUS
RN
FINAL BARGAINING REPORT**

The following changes have been tentatively agreed to:

Article 1. Agreement

Sisters of Charity Hospital is listed as the Employer.

Article 3. Recognition

Harlem Road address inserted which identifies St. Joseph Campus as the bargaining unit.

Article 4. Definitions

(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.

Article 10. Union Representation

Section 1. – Added

A Union steward must notify the manager if present when entering another work area to investigate a grievance or working condition.

Section 9.

The Employer will provide unpaid excused absence time for the Union Area Vice President three (3) days per week. The Area Vice President will have the responsibility to cover the Registered Nurse and Service Unit bargaining units.

Section 11 – Added

The Employer will provide the Union with a list of new hires prior to the orientation class.

Article 11. Bulletin Boards

The board will now be located near the physician / employee entrance doors in the rear of the hospital.

Article 13. Personnel Files

The Employer will provide an employee upon request ten (10) copies of documents from their file. Any balance over ten (10) pages shall be at the employee's expense.

Article 15. Past Probationary Discipline

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

Article 16. Grievance Procedures

We have increased the number of days to file a grievance from ten (10) days to thirteen (13).

Article 18. Per Diem Employees

Section 2. - Added

To change to per diem status, a position must be available.

Section 3. - Added

Operating room per diems are not exempt from weekend or holiday assignments. In areas where there are not requirements for weekend work, per diems will work a minimum of two (2) shifts per month.

(New) 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.

(New) 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 – Deleted

A per diem will not be required to assume on-call responsibilities more than four (4) times per year. They will now be part of regular on-call.

Article 21. Seniority

(New) Section 1. 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 employee's most recent date of hire.

(New) 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.

(New) 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 wages and all other purposes will be based upon the policy or contract language that governs the issue at the new site.

(New) 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 22. Vacancies, Job Bidding and Transfers

Inserted language to recognize electronic bidding

Article 23. Hours of Work and Work Schedules

(New) Section 6. Make up of weekend shifts will be scheduled out of the Nursing Office.

Article 27 Floating

(New) Section 3. If MOU # _____ 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.

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

Section 6. – Added

Staff that float will only be assigned to complete work that he / she has been trained / oriented to do.

(New) Section 9. Employees covered by this Agreement will not be required to float to the Sisters of Charity Hospital campus.

Article 29. Staffing Committee

- Added a fourth Union Representative from the ICU/CCU department.

- Added to standing agenda items:
RN turnover rates
Compliment of RN staffing (FT, PT, Per Diem)
Review of RN Workers' Comp. trends

(New) 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.

(New) Section 6. The Employer will create an organizational culture of retention that empowers and is respectful of its nursing staff. The Employer will analyze and correct problems related to the following

issues that affect nurse retention:

- a.) 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;
- f.) recruitment initiatives.

Section 7. - Added

The nurse manager/supervisor must review and investigate the unsafe incident and report to the committee.

Article 30. Health and Safety

Section 4 – added

If the unsafe condition or hazard is not addressed, it shall be brought to the attention of the Health and Safety Committee.

(New) 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 32 Leaves of Absence

Section 1 d. – Added

A leave of absence without pay may be granted for Union business.

Employees may not take a leave of absence to work in another capacity.

Section 3. – Added

Request for a lave 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.

(New) 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 44, Extended Sick Benefits (ESB).

(New) Section 8 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. 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 5.

Weekend employees will be paid:

First full pay period of July 2009 - \$46.32

First full pay period of July 2010 - \$48.18

First full pay period of July 2011 - \$50.10

Article 43. Paid Time Off

Section 9. – Added

For unscheduled absences evening and night shift employees must make every reasonable effort to call four (4) hours before the start of the shift by no less than two (2) hours before the start of the shift.

Section 10. – Added

Requests for PTO will be submitted two (2) time 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.

Section 10 c. – Added

Changed the time frame from when the maximum amount of PTO can be scheduled from July 1 up through Labor Day to June 1 up through September 15.

Article 44. Extended Sick Leave

Section 1.

ESB for full-time, regular part-time and flexible employees has been increased from six (6) days to nine (9) days.

Section 14.

Date changed to January 1, 2011 for employees who retire at age fifty-five (55) or older with twenty (20) years of credited service to utilize up to six months (975 hours) of accrued, unused long term sick time to extend their service credits in the retirement plan or CWA employees in the retirement plan of CHS (ORA) the six (6) month retirement benefit will be converted into pay credits.

Article 45. Health Insurance

(New) Section 3.

The Employer/Hospital shall contribute ninety percent (90%) of the cost of single coverage and eight percent (80%) of the cost of family coverage for full-time employees, based on Traditional Blue/POS 298 Plan 1 (core plan). The Employer/Hospital 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/Hospital 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).

Article 47. Hospital Discounts

Weekend, per diem and retired employees are now eligible for hospital discounts.

Article 49. 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 51. 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;

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 semi-annually or quarterly based on need and number of interested personnel.

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

Article 56. Parking

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

Article 57. Transitional Duty Program

Name changed from Restricted to Transitional

Section 3 (c) - Added

Each department, in conjunction with Integrated Disability Management and the Human Resource Department, will determine if there is work available for transitional duty.

Section 3 (f)

Workers' Compensation cases can now be considered for transitional duty.

Section 3 (h) – Added

If the employee elects to decline a transitional duty position, Extended Sick Leave payments from the employee's sick bank will be discontinued.

(New) 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.

(New) 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.

(New) Section 7.

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

Article 65. Duration

The agreement shall become effective on the 1st day of September 2009 through August 31, 2012. This is a three (3) year agreement.

Appendix A. – Entry Level Qualifications

Ambulatory Surgery Unit Nurse – ACLS within one (1) year of starting a position in ASU. For existing RN's achievement within two (2) years of the effective date of this agreement.

Critical Care Nurse and Emergency Department Nurse – Put a limit of two (2) graduate nurses in each department at any one time.

Stress Lab Nurse, Radiology Nurse and Interventional Radiology Nurse – current JACLS is required for starting a position in these areas.

Urology Unit Nurse – ACLS received within one (1) year of starting a position in this unit. For existing RN's achievement within two (2) years of the effective date of this agreement.

Memorandum of Understanding # 5 Joint Labor Management Committee

Added - The committee will meet monthly to educate each other on the critical business operating issues affecting St. Joseph Hospital's financial viability, welfare of our customers and associates.

Added - There shall be no more than four (4) union representatives for all CWA bargaining units on the committee.

Memorandum of Understanding #6 Attendance and Tardiness

Added the following to acceptable absences:

- 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
- Absences associated with infection control when the absence is documented by a physician (i.e. pink eye).

New Articles

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 her/his 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 __, Seniority, Section __.

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 __, Extended Sick Leave.

Layoff and Recall

This language is removed from Seniority, Layoff and Recall. No changes made in Layoff and Recall.

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.

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 Employer, part-timing of present employees, or any reduction in regular hours of work.
- c.) The Employer will not use independent contracts and/or agency employees to permanently fill vacant positions in the bargaining unit. While such persons are in use, the Employer will actively recruit to fill the position.

Section 2. 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.

Downstaffing / Temporary Reductions

Temporary reduction language removed from the Seniority article.

Deleted – “clusters of units” each department will be separate and reductions, if necessary, will be done within an individual unit.

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 if its intent to become a smoke free campus inclusive of the implantation date. A Union representative from the bargaining committee 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 (New York State Quit Site) and 1-866-NY-QUITS (1-866-697-8487).

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 their base compensation rate and shift differential. These hours shall not count as hours worked for purposes of calculating overtime unless the hours occur during the employee’s normally scheduled work hours.

Section 3. An employee who, due to an approved 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 their manager with the time excused noted there on and initialed by the Court Clerk or Attorney issuing the subpoena.

New Memorandums of Understanding

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 ~~all~~ 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.

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 up on 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 min-arbitration procedure.

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 23 Hours of Work and Work Schedules and Article 26 Rotation.

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.

Self Contained Unit for Staffing

The employees working in the Intensive Care Unit (ICU)/Coronary Care Unit (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, ~~sick-calls~~, unexcused PTO, pre-scheduled PTO).

The Employer and the Union have agreed that ICU/CCU may proceed with a “~~closed~~” “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 “~~closed~~” “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 “~~closed~~” “self contained unit for staffing” model should become final, eliminated or piloted in a revised capacity following the same trial template as above.

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

If downstaffing is necessary in a self contained unit the language outlined in Article ___, Downstaffing will be followed.

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 Sisters 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 # __
Retirement Plan

This Agreement is entered into this ^{22nd} day of September, 2009 by and between Catholic Health hereinafter referred to as the "Employer," and the Communications Workers of America, AFL-CIO, hereinafter referred to as the "Union." This agreement shall expire September 15, 2013 unless otherwise agreed upon, in writing by both parties.

The Retirement Plan of the Catholic Health System, hereinafter referred to as the "Retirement Plan," is a plan that was established effective January 1, 2001, for the purpose of providing uniform pension benefits for the employees working at the Employer's facility and other facilities of the Catholic Health System, hereinafter referred to as the "System."

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

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

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

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

Based upon discussions between the Employer and Union, it was agreed that:

- 1) it is important that improved communication exist between the Employer and Union;
- 2) there must be improved communication between the parties as to the Retirement Plan and the security of employee pension benefits;
- 3) the Employer will communicate the funding levels, obligations and contributions relating to the Retirement Plan in which CWA members participate; and

- 4) the Employer will inform the Union and participating employees of the funding strategies and projections as they relate to the security of the Retirement Plan.

Therefore, the Employer and Union agree to the following:

- 1) No later than January 15, 2010, the CWA and the Employer will establish a Retirement Plan Committee ("Retirement Committee") and hold an initial meeting. The Retirement Committee will be comprised of an Employer Committee and a Union Committee. The Employer Committee will include the Senior Executive of Human Resources (or designee) for the System and an actuary from a firm currently performing actuarial services for the Retirement Plan. The Employer Committee may also include other individuals as may be appropriate for conducting a productive meeting and conducive to the exchange of information with the Union. The Union will commit that a Research Economist, as well as the Upstate NY/NE/CT Area Director (or designee) and one (1) representative from each bargaining unit that it represents from within the System facilities will serve on the Union Committee.
- 2) The Retirement Committee will meet on an annual basis at a place and time that the parties mutually agree to. It is agreed that the Retirement Committee meetings will be scheduled during the month of March each year in order to ensure that the required pension information is available. If the required pension information is not available in time for a March meeting, such meeting will be held as soon as possible thereafter.
- 3) Prior to the annual meeting of the Retirement Committee, the Employer will provide to the Union:
 - a.) a copy of the most recent Actuarial Valuation available;
 - b.) a copy of the annual FASB-158 Disclosure by Entity;
 - c.) CHS Investment Program inclusive of fund manager and performance results; and
 - d.) The number of CWA employees that are covered by each of the plan options in each bargaining unit.

The Union will have the opportunity to have the above-referenced information analyzed by its Research Economist prior to the first meeting.

- 4) The agenda for the first Committee meeting will be established by mutual agreement of the parties, with the initial intent that it be considered as a follow-up to the meeting conducted on March 20, 2009, where the parties reviewed information for purposes of providing the Union with an update as to the current status of the Retirement Plan, including, but not limited to, its assets, liabilities, number of CWA participants, financial investments and

performance, the current level of funding and a detailed plan for funding the Retirement Plan.

- 5) The Retirement Committee will take the responsibility for developing and implementing an employee education program that will include on-site access and presentations. The content and frequency of the education program will be mutually agreed upon.

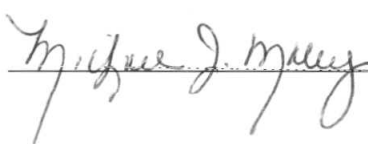
- 6) The System will increase its 2009 funding contribution to the Retirement Plan by 10% above its 2008 contribution. For purposes of this paragraph, the undersigned has been authorized to make this representation on behalf of the System.

- 7) If during the course of the year, the Employer becomes aware of a substantial change in the status of the plan (e.g., a drop of five percent [5%] or more to the level of funding) or if the Union has a reasonable, good faith belief that there is a substantial change in the status of the Retirement Plan, the parties will schedule a Retirement Committee meeting as soon as reasonably possible.

It is understood that this Memorandum is not the product of, and shall not be construed as consent to, joint bargaining between or among the System, the Employer or any System facilities, nor is it a concession by the Employer or System that that the funding levels and investment strategies of the Retirement Plan are bargainable.

For Catholic Health:

For the CWA :


Date 9/23/09


Date 9/24/09

The Following Committees Need Representation:

Staffing Committee:

The goal of the staffing committee is to continually improve within the resources available to the hospital the quality of patient care and the quality of work life for employees.

Standing agenda items:

- a. review current staffing needs
- b. review unsafe staffing reports
- c. RN vacancy and RN turnover rates
- d. employee satisfaction
- e. use of agency staff
- f. shift rotation, on-call utilization and floating

This committee also has the ability to make recommendation for adjustments in staffing plans / templates.

We need one (1) Registered Nurse from:

Med / Surg.(Hall 2, Hall 4, 5N / 5S

Emergency Department

ICU / CCU

Perioperative Services (OR, PARR, ASU, PAT)

The committee meets the first Tuesday of every month at 1:30pm in the Board Room.

Health and Safety Committee:

Unsafe conditions or hazards not addressed will be brought to this committee.

Agreed to at negotiations this committee will have the responsibility to 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.

We need two (2) Registered Nurses

Joint Labor Management Committee:

This committee meets on a monthly basis. There will be two (2) representatives from the RN bargaining unit and two (2) representatives from the service unit. Date, time and place to be determined.

Committee meetings will be held during the day shift. Committee members are to be excused from work to attend and will be paid by the Employer.