

# COLLECTIVE BARGAINING AGREEMENT

between

SISTERS of CHARITY HOSPITAL  
ST. JOSEPH CAMPUS

and

COMMUNICATIONS WORKERS  
OF AMERICA, AFL-CIO



## SERVICE BARGAINING UNIT

**Effective:**                    **August 25, 2014**                    **to**                    **August 15, 2018**

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## **Article 1 Agreement**

THIS AGREEMENT is made and entered into by and between SISTERS OF CHARITY HOSPITAL, St. Joseph Campus 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 ensure 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 ensure 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-11894.

Inclusions: This agreement covers all full-time, regular part-time and per diem employees currently unrepresented by a labor organization, employed by the Employer at its 2605 Harlem Road, Cheektowaga New York 14225, facility, including Administrative Assistant II, Ambassadors, Anesthesia Assistants, Chart Analysts, Correspondence Secretary, Cooks, Environmental Service Aides/Workers, Food Service Attendants, Concierge, Groundskeepers, Health Information Clerks, Imaging Service Attendants, Immediate Treatment Assistants, Lead Environmental Service Workers, Medical Transcriptionists, Monitor Technicians, Nurse Assistants, Nutrition Clerks, Pharmacy Clerks, Pharmacy Interns, Pharmacy Technicians, Pre-Surgery Test Liaisons, Radiology Office Clerks, Receiving Clerks, Rehabilitations Aides, Service Representatives, Staff Scheduling Coordinators, Sterile Procedure Technicians, Storeroom Clerks, Surgery Schedulers, Switchboard Operators, Transport Aides, and Unit Clerks.

Exclusions: All technical employees, business office clerical employees, skilled maintenance employees, any employees currently represented by a labor organization, any employees working at the Employer’s facility who are employed by Catholic Health System or any other employer, Laboratory Technologists, Patient Services Technician, Phlebotomists, Medical Transcriptionist-Lab,

Senior Medical Technologists-Lab, Senior Procedure Technologists-Lab, confidential employees and all guards and professional employees and supervisors as defined in the Act.

Section 2. The Employer shall provide to the Union on a quarterly basis an alphabetical list of all bargaining unit members listing their name, last four digits of social security number, address, department number, date of hire, job code, pay grade, current rate of pay 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. The list of new hires will include their social security number.

#### **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 or Hospital" means Sisters of Charity Hospital, St. Joseph Campus
- c.) "St. Joseph Campus" (SJC) in any article or MOU in this collective bargaining agreement shall mean Sisters of Charity Hospital, St. Joseph Campus;
- d.) "Union" means Communications Workers of America;
- e.) "Employee" means a member of the bargaining unit as defined in Article 3, Recognition;
- f.) "Article" means a whole numbered article of the Agreement;
- g.) "Section" means a principal subdivision of an article; and
- h.) "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, lay off, 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 subcontract 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 tasks. 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 foregoing 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 in 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 orientation, predisposing genetic characteristics, domestic violence victim status, or activity or lack of activity on behalf of the Union and in accordance with applicable State and Federal laws.

**Article 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 (1/2) 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 A). 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 Political Action Fund (PAF) 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 PAF deduction form, and forward the full amount thus deducted to the appropriate union's committee on political education. The request may be revoked by the employee at any time upon their written request to the Employer/Payroll Department, 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/supervisor and will not interfere with the performance of work or patient care.

Section 2. The Union may select from employees in the bargaining unit Union Stewards for the purpose of handling grievances and administering this Agreement. Local Union officers, executive board members and chief stewards shall be considered stewards for the union. There shall be no more than two representatives from any department.

Section 3. The Union shall furnish the Employer/Hospital with a list of designated Union Stewards inclusive of name, work area and shift on an annual basis. The Union will then give written notice to the employer/Hospital of any changes in Stewards as they occur.

Section 4. 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 5. 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 6. 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 7. 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 8. 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 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 9. Within ninety (90) days of the expiration of this Agreement and upon receipt of a bargaining demand, up to two (2) employees who are elected or appointed to the bargaining committee, for the purpose of negotiating a successor agreement, will be excused from work without pay for contract negotiations and union bargaining caucus.

Section 10. The Employer shall provide unpaid excused absence time for Union business to the Union’s Area Vice-President not to exceed three (3) days per week, unless approved by the manager. Employees using such excused absence time shall accrue seniority and all Employer paid benefits including pension accrual. For purposes of pension accrual, the Employer will credit the employee with earnings equal to the actual earnings reported on the W-2 from the Employer plus an amount equal to the employee’s hourly rate multiplied by the number of excused absence hours, used by the area vice-president in a calendar year. The actual day of absence each week will be pre-approved by the manager. The Employer shall also provide unpaid excused absence time to the Area Vice-President to attend Union leadership seminars, training sessions, conventions, district meetings and conferences. Such requests shall not be unreasonably denied. Written requests for such leave shall be made to the Employer at least two (2) weeks before the schedule is posted. Such absences shall not interfere with patient care-needs or the operation of the Employer and will be limited to fifteen (15) days per calendar year.

Section 11. Stewards, Chief Stewards, and Convention Delegates shall be permitted unpaid excused absence time to conduct Union business. Such requests shall not be unreasonably denied. It is understood that the union will not request to have more than one (1) steward off per unit, per shift on the same day. Written request for such leave shall be made to the Employer at least two (2) weeks before the schedule is posted. Such absences will be collectively limited to twenty-five (25) days per calendar year without loss of benefits. In addition, new stewards shall be allowed one (1) unpaid day without loss of benefits for steward training. This one (1) day of training shall not be included in the twenty five (25) day cap.

Section 12. 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 Manager 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 Manager 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 and advance approval obtained from the Director of Human Resources or his/her designated representative. Advance approval shall not apply to standing meetings. 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 a 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 expire for purposes of progressive corrective action . 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, the Employer retains the option to place the employee 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 up to a three (3) 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 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 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 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. The Employer/Hospital shall provide the Step 2 answer electronically to Local 1168 and to the CWA District office.

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 parties and attached to this Agreement as MOU# 2, and pursuant to those guidelines. Should the matter necessitate formal arbitration the party wishing to arbitrate must, within thirty (30) 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 notify the Federal Mediation and Conciliation Service and request that a panel of seven (7) arbitrators be submitted to the parties within thirty (30) days of the receipt of the step 2 answer. After receipt of the FMCS panel of arbitrators a representative of each party shall alternately strike a name until one name is left. The determination of who strikes first may be made by a coin toss with the loser making the first strike. The remaining name shall be the arbitrator for that grievance. Either party may reject the first panel of arbitrators and request one additional panel. Once the arbitrator has been selected and potential dates received, both parties must submit available dates to the arbitrator as soon as reasonably possible. Both parties will provide all available dates and will make every effort to schedule the arbitration as soon as possible. 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 mutual agreement in writing signed by the Employer and the Union.

Section 11. In the event that the internal CWA appeals process for arbitration is being utilized, the Union will promptly notify the employer in writing and indicate the date of convention that the final step would be considered. In such case, the time limits for requesting a panel of arbitrators will be extended beyond the time frame set forth in section 3 above as follows:

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

## **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 and budgeted to work at least thirty four and one half (34 ½) to thirty-seven and one-half (37½) hours 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 four and one-half (34 ½) 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 temporary employee shall be defined as provided in Article 21 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.

A change to per diem status requires two (2) weeks of advance notice, an available position and the agreement of the department head.

Section 2. Per diem employees must work one (1) full weekend per month and two (2) holidays each year (one in summer and one in winter) in order to maintain their per diem status. The holiday assignment will be done according to Article 41, Paid Time Off (PTO). The weekend commitment may, in the Employer 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 for a period of sixty (60) days.

Section 3. 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 4. Per diem employees will have seniority as defined in Article 22, Seniority.

Section 5. 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 6. Per diem employees will not be entitled to benefits except as follows:

- a.) Workers' Compensation;
- b.) New York State Disability;
- c.) Retirement Plan benefits, if any, as per the terms of the St. Joseph Hospital Retirement Plan;
- d.) Participate in the Employer's Group Medical Insurance Plan at their own expense, unless subsidized coverage is required by the Patient Protection and Affordable Care Act.

**Article 21**  
**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.

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 become permanent employees shall 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 25 Vacancies, Job Bidding and Transfers.

**Article 22**  
**Seniority**

Section 1. Definitions:

- a.) All non-probationary, non-temporary, full-time, regular part-time and per diem employees employed by the Employer, shall have as their date of hire their most recent date of hire with the Employer.
- b.) Seniority is defined as the length of time an employee has been continuously employed in any capacity with the Employer; and
- c.) 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.

- b.) Seniority shall accrue during a continuous authorized leave of absence provided that the employee returns to work immediately following the expiration of such leave of absence; and during a period of continuous layoff, as outlined in Section 3 (e), if the employee is recalled and returns to employment.

Section 3. Seniority shall be lost and an employee shall be terminated when 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;
- f.) fails to return to work on a recall from layoff, within five (5) business days after the Employer has sent notice. If the employee is required to give two (2) weeks notice to other employment, such employee shall have fourteen (14) calendar days to return to work; 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.
- h.) fails to return from an approved leave of absence when the approved leave time expires

Section 4. Application:

- a.) Seniority shall apply in vacation selection, layoffs, recalls, promotions and transfers, and the computation and determination of eligibility for all wages and benefits where length of service is a factor pursuant to this Agreement.
- b.) If an employee transfers into the bargaining unit from another CHS facility, his/her CHS seniority date will be utilized to determine eligibility for all wages and benefits where length of service is a factor pursuant to this agreement.
- c.) If a bargaining employee voluntarily transfers into a position at the St. Joseph Campus site the employee's CHS seniority date will be utilized to determine eligibility for all wages and benefits.

Section 5. An employee with at least twelve (12) months of seniority with the employer 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.

### **Article 23 Downsizing**

Section 1. From time to time it may become necessary to temporarily reduce the number of employees in a particular unit or department, the reduction outlined below will be completed as follows:

- Step 1. Any scheduled agency personnel will be canceled first.
- Step 2. Any scheduled overtime (time paid at time and one-half) will be canceled.
- Step 3. Per diem employees time in excess of commitment days will be canceled next.
- Step 4. Reduce the scheduled hours of regular part-time employees which are in excess of their budgeted hours.
- Step 5. Volunteers will be sought from employees on the affected unit.
- Step 6. Per diem commitment days will be cancelled.

Reductions made under Section 1 above shall not be counted towards the calculations made in Section 2 of this article.

Section 2. If the Steps 1 through 5 above do not result in the necessary reduction the Employer may then impose a temporary reduction in the normal work hours of regular full-time and regular part-time employees by inverse order of seniority. No individual full-time or regular part-time employee will be downsized more than:

Full-time	6 days (45.0 hours) per calendar year
Part-time 4	5 days (37.5 hours) per calendar year
Part-time 3	4 days (30.0 hours) per calendar year
Part-time 2	3 days (22.5 hours) per calendar year.

Section 3. A “temporary reduction” occurs when a regular full-time or regular part-time employee’s normal work hours are temporarily reduced in any pay period due to lack of work. “Normal work hours” for the purposes of this article shall be the number of hours reflected in the individual’s category of employment. An occurrence of “floating” shall not be deemed a “temporary reduction.”

Section 4. An employee on temporary reduction shall be permitted to take accrued PTO to which 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.

Section 5. If on a given day the Employer must impose a temporary reduction day and the least senior employee on the affected unit and shift has reached his/her maximum, the Employer will impose the day off on the next least senior employee scheduled to work the affected unit and shift.

Section 6. In the event of a temporary reduction, the Employer shall provide as much notice as practicable to the affected employees.

Section 7. A regular employee who is affected by a temporary reduction will be given the opportunity to work in the same job title and job code in an area where a per diem or agency employee is scheduled to work, provided that the regular employee is qualified to do the work.

Section 8. Temporary reductions are designed to address short-term rather than long-term down staffing needs on a particular unit and shift. Thus, Section 1 of this Article shall not be imposed in excess of thirty (30) continuous calendar days on a particular unit and shift. If the temporary reduction days exceed the thirty (30) day maximum set forth above, the Employer will declare a permanent layoff and provide the Union with appropriate notice.

## **Article 24 Layoff and Recall**

Section 1. In the event it is necessary to lay off employees covered by this Agreement or to eliminate a filled position covered by this Agreement, the Employer shall provide the Union with fourteen (14) calendar days notice in writing. The layoff or elimination will be done as follows:

- a.) by subjecting to layoff the least senior employee or employees in the unit, job classification, category of employment and shift as provided for in Section 10. below;
- b.) all probationary employees in the job title, in which a layoff is to occur will be terminated prior to any regular employee in that job title, unit, shift, and category of employment, being subject to layoff;
- c.) an employee subject to layoff will have the option of filling a vacancy in the bargaining unit provided that he/she has the entry level qualifications for hiring into the position;
- 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 1. above, the following procedure shall be implemented for the purpose of placing such affected employee in a position in the bargaining unit:

- a.) If reductions are required within the affected job classification, unit, shift and category of employment, non-probationary employees shall be laid off in the inverse order of seniority.
- b.) Employees shall have the option of being placed in an available vacancy within the bargaining unit subject to the following conditions and terms:
  - (i) the vacant position is in the same pay grade and shift;
  - (ii) the employee must have the entry level qualifications for hiring into the position;
  - (iii) the employee with the greatest bargaining unit seniority opting for the vacant position shall be placed in the position where qualifications and ability are relatively equal;
  - (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. If an employee chooses to bump rather than take layoff, they shall lose all recall rights to their previous position:
  - (i) the employee must have greater seniority than the person being bumped;
  - (ii) the employee must have the entry level qualifications for hiring into the position;
  - (iii) the employee being bumped must always be the least senior employee in the job classification, unit, shift and category of employment (i.e., an employee

cannot bump into the middle of the seniority list even if he/she has greater seniority than the person he/she intends to bump);

- (iv) the employee may bump into a higher category of employment or into the same or lower category (i.e., PT-3 to PT-2). If an employee chooses to bump into a higher category of employment, they are not eligible to bid for twelve (12) months;
  - (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. The employee must meet the minimum skill, education and experience for hiring into the position;
  - (ix) an employee may change shift in order to assume a position in the same or preferred category of employment.
- d.) Non-probationary employees subject to layoff who have bumping rights shall exercise their bumping rights in the following order:
- Step 1. The least senior employee in his/her job title, unit, category and shift; if not available go to:
  - Step 2. Offered to bump the least senior employee in his/her job title and unit, regardless of category and shift. (“Offered” means the employee will be given the option, but will not be forced,) if Employee does not wish to exercise this option, go to step 3.
  - Step 3. The least senior employee in his/her job title, category, and shift regardless of unit; if not available go to:
  - Step 4. The least senior employee in his/her job title; if not available:
  - Step 5. Different job classification within the same pay grade, same category of employment and shift; if not available go to:

- Step 6. Different job classifications within the next lower pay grade, same category of employment and shift if not available repeat Step 6 until placed or laid off:
- Step 7. When the least senior employee above is bumped he/she shall be placed as if he/she were subject to layoff.
- e.) Non-probationary employees within the affected classifications who are subject to layoff shall have preference over per diem or temporary employees for any available per diem or temporary work which they are able to perform. In the event an employee subject to layoff is performing per diem or temporary work 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 meet the minimum skill, education and experience for hiring into the position.
- b.) Recall from layoff shall be by certified mail to the employees' last known address and will give the employee five (5) business days to report for work after such notification. If the employee is required to give two (2) weeks notice to other employment, such employee shall have fourteen (14) calendar days to return to work; and
- 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. In the event it becomes necessary to permanently eliminate a vacant position, the Union shall be provided notice that the position is eliminated.

Section 6. All regular full-time and part-time employees working on the date of ratification will be entitled to a severance benefit at the time of lay-off or operational restructuring under the conditions outlined below:

- a.) employees who have satisfactorily completed their probationary period, but have less than one (1) year of service will received two (2) weeks severance pay;

- b.) employees with one (1) year to nine (9) years of service will receive four (4) weeks severance pay;
- c.) employees with ten (10) years to nineteen (19) years of service will receive five (5) weeks of severance pay; and
- d.) employees with twenty (20) years of service or more will receive six (6) weeks of severance pay.

Section 7. The severance compensation will consist of a bridge payment, paid on a biweekly basis. Severance will be paid according to the respective associate's normal payroll schedule (equal to the current rate) and will continue until the earliest of the following two dates:

- a.) The first date of employment (or first date working for pay as a consultant or in any venture for pay.)

OR

- b.) The end of the severance period as defined.

Section 8. Should an employee begin employment in a new position prior to the expiration of the severance payments at a base salary less than that which the employee was receiving prior to layoff, the payments will continue through the expiration date for the difference of the two base salaries.

Section 9. Should an employee accept and begin employment in a new position prior to the expiration date at a base salary equal to or above the base salary the employee was receiving prior to the layoff or reassignment, the severance payments will cease as of the start of the new position.

Section 10. The associate is obligated to make every reasonable effort to find gainful employment. If in the determination of the outplacement firm a diligent job search is not being conducted by the associate, benefits from the Severance Plan will be discontinued if, after reasonable notice to the associate, the situation is not corrected.

Section 11. Severance benefits will be suspended in the event that an associate, affected by a reduction in the workforce, rejects an offer of employment for a comparable position with the same salary and employment status.

Section 12. It is the responsibility of the terminated associate to keep Human Resources apprised of his/her employment status.

Section 13. Should an affected employee apply for unemployment compensation, disability benefits or workers compensation benefits, the severance payment will be reduced by the amount of the unemployment, disability or workers' compensation payments.

Section 14. Severance benefits for part-time employees will be based on the budgeted hours for which the employee was normally compensated prior to layoff.

## **Article 25**

### **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 and on the career section of 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 on the posting.

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

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

Section 5. An interested employee will apply for a posted position by completing the electronic application located on the career section of 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 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 of notification of the successful candidate.

Section 7. When qualifications and the ability to do the work are relatively equal, seniority will be the determining factor. The Employer retains the discretion to determine qualifications and ability to do the work. However, such discretion shall not be exercised in an arbitrary or capricious manner. Qualifications shall be required skills, education and ability to perform the position at an entry level. Qualifications for the position shall be defined in the job description.

Section 8. In the case of a transfer or promotion, the change shall take place within thirty (30) calendar days from the date the position is assigned.

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

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

Section 11. In either case instances referred to in Sections 9 and 10 above, if more than twenty-five (25) days have elapsed and the employee's original position is not available, the employee will be offered a vacant position of equal rank and pay. If no such vacancy exists, the employee will be considered laid off and will have recall rights as per Article 24, 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 24, Layoff and Recall.

Section 12. In order to be eligible for transfer, an incumbent employee must have a satisfactory work record including performance evaluations and the absence of written warnings in the last twelve (12) months and at least six (6) months of service in their current position. This paragraph shall not apply to unit/department shift changes to unit/department status changes.

Section 13. Employees on leave may bid on a vacant position provided the employee is able to return to work within thirty (30) days of the posting date of the position. In such cases, it is the employee's responsibility to provide the necessary return to work documentation.

Section 14. When a transfer occurs, the Employer will complete a change of status form and the form will be placed in the employee's personnel file.

## **Article 26**

### **Hours of Work and Work Schedules**

Section 1. The work week for all employees covered by this Agreement will begin on Sunday at 12:00 a.m. and end the following Saturday at 11:59 p.m..

Section 2. Except for those on special or extended shifts, the normal work day will be seven and one-half (7½) consecutive hours exclusive of an unpaid one-half (1/2) hour meal period and the normal work week will be thirty-seven and one-half (37.5) hours.

Section 3. Upon thirty (30) days written notice to the Union and the affected employees, the Employer may change the starting or ending time of any shift or the duration of any shift. 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. Unit/department final work schedules will be posted 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 request (paper or electronic) 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 or entered into the electronic scheduling system 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. 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 (paper or electronic) with the copy of the schedule and will remain posted for seven calendar (7) days prior to the post 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 will 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.

If extra shifts become available after the schedule is posted and the need to fill the shift is not urgent, the manager will make every effort to distribute the shifts equitably among the staff in the department or unit.

Section 7. Each employee will be given a paid fifteen (15) minute rest period during each work shift.

Section 8. Each employee that works six (6) or more hours per shift will 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 9. 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 10. Employees will be required to attend mandatory inservice programs in accordance with Employer policy. Full-time, regular part-time, and per diem employees will be paid for attendance at all mandatory inservice programs whether or not the program is scheduled during their scheduled work hours. Mandatory 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.

## **Article 27** **Attendance and Tardiness**

### **PURPOSE:**

To promote exemplary attendance, to communicate clearly and uniformly with associates regarding punctuality and absenteeism, and to balance the needs of associates with the needs of patients, mindful of our mission.

The purpose of this article is to ensure fair, impartial equitable and consistent treatment for all employees. The main objective of this article 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. The reason for each absence, tardy, or early departure does not excuse the occurrence. This is a no-fault policy since the supervisor/manager treats all occurrences the same without determining the significance of each occurrence.
- 2.) The policy of St. Joseph Campus 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 Campus 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 article, provided the absence meets the requirement for proper notification, prior approval, documentation and/or eligibility as set forth in this article 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;
- 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 Campus 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. 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 unless an off hours notification procedure exists. 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 (1/2) 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 calendar days equals one (1) absence occurrence. Absence of three (3) consecutive calendar days equals two (2) absence occurrences. Each day beyond the third day shall be counted as an additional absence occurrence.
- 4.) Absence from work without notifying supervisor (NO CALL/NO SHOW) – Failing to notify the supervisor regarding an inability to report for work as scheduled. Notice should be given as early as possible, unless a departmental notification procedure exists. The associate must notify the supervisor/manager as soon as the department is open.

**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
- 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. This is a no-fault policy. The supervisor/manager treats all occurrences the same without determining the significance of each occurrence. With the exception of the programs noted in #3 under the procedure section of this Article, a doctor's note does not waive or signify a difference from any other absence without a note.

- 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.

## **Article 28 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, all hours worked in excess of thirty seven and one half (37 ½) hours in a work week.
- b.) No employee shall be paid twice for the same overtime worked.
- c.) Overtime must be authorized by the nurse manager/supervisor.
- d.) 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.
- e.) Time spent attending any meeting which is required by the Employer as a condition of employment, and time spent in an Employer required inservice or training session/class, shall be considered "hours worked" for pay and overtime purposes.
- f.) No employee shall be required to work overtime, but may volunteer to do so. The supervisor shall notify the department once the need for a volunteer is recognized. Distribution of overtime will be in accordance with Article 26, Hours of Work.

## **Article 29 Floating**

Section 1. Employees within the Department of Nursing will float as outlined below.

- 1.) Nurse Assistants may float to any nursing unit.
- 2.) Unit Clerks may float to any unit except the Emergency Department.
- 3.) The Employer will make every attempt to float an employee no more than once during his/her scheduled shift.
- 4.) The Employer will make every attempt to provide adequate coverage for the home unit prior to assigning an employee to float.

- 5.) Employees shall be assigned to float on a rotating basis if there are no volunteers.
- 6.) An employee shall not be required to accept an assignment that would require that employee to perform work they have not been oriented/trained to or approved to perform.
- 7.) It is understood that if floating is required, it will be done as follows:
  - a.) any employee who has picked up time on an overstaffed unit, when there is a need for a float on their home unit, shall float back to their unit first,
  - b.) any float pool employee, assigned to the unit that shift, shall float first;
  - c.) any per diem employee assigned to the unit shall float next;
  - d.) a list of regular employees assigned to a unit shall be developed in inverse order of seniority;
  - e.) the least senior employee working on the unit will float first, with subsequent floating being assigned until all employees in that job classification have been floated; and
  - f.) if an employee volunteers to float, it shall be credited to that employee, and he/she shall not be required to float when the duty rotates to him/her.

### **Article 30 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 all necessary safety equipment, promote safe working conditions, and will 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 Area Vice President and Union committee representatives of the meeting schedule. The employer will make all reasonable efforts to schedule the meetings so that the designated committee members can attend. Employees who participate in the committee will be compensated for all time spent in traveling between sites and for attendance at committee meetings. Agenda items shall be sent by both parties one (1) week in advance, except that agenda items that are not known in advance may be brought to the meeting without notice.

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

### **Article 31 Joint Labor Management Committee**

St. Joseph Campus and CWA have established a formalized joint Labor Management Committee. The purpose will be to educate each other on the critical business operating issues affecting St. Joseph Campus' 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 respectful relationship and align itself to address the competitive challenges within the marketplace.

### **Article 32 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 via telephone to the Designated Third Party Administrator (TPA) with 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. The 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. The notification to employees will include a request for medical certification if required, benefit program information, the rights and responsibilities of the employee under the FMLA and the return to work process. Notification in writing will be made to the employee's last known address of record. It is the employee's responsibility to maintain a current address with the Employer;
- f.) If the leave is requested under the terms of the FMLA and the leave eligibility is met, the TPA will continue to follow up with the employee regarding medical certification and ongoing needs for information. If the certification information received from the employee is incomplete, the certification will be returned to the employee with written notification and the opportunity to correct the certification within fifteen (15) calendar days.
- g.) 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.
- h.) Requests for extensions of leave of absence are required thirty (30) days in advance of the approved leaves end date. It is understood that for any unforeseen circumstances, requests for extensions submitted in less than thirty (30) days before the end day will be considered.

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 Designated Third Party Administrator (TPA) 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 will obtain medical clearance from Associate Health prior to returning to work if the leave of absence is greater than thirty (30) days. Such medical clearance shall be at no cost to the employee.
- b.) 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.
- c.) The employee's original position is protected for ninety (90) days of leave.
- d.) 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 24, Layoff and Recall.
- e.) 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 24, Layoff and Recall.
- f.) Employees returning to work from an unpaid leave will notify the TPA/HR office, so entry of an "ACTIVE" status may be reestablished on the SJC 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 extended sick leave (ESL). 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 42, 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 extended sick leave (ESL) where applicable under Article 41, 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:

- (a.) 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
- (b.) 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 33 Disability and Workers’ Compensation**

Section 1. Time off the job for post-probationary associate absences related to New York State Disability and New York State Workers’ Compensation claims will be granted by the Employer upon submission of a claim to the Third Party Administrator accompanied by documentation from the employee's 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 claim and furnish the appropriate documentation in advance, a disability leave will be granted upon such submission at a later date. 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 for New York State Workers’ Compensation Leaves shall not exceed seventy eight (78) weeks. Time off for New York State Disability leaves shall not exceed fifty-four (54) weeks. There will be no loss of seniority while an employee is on disability or workers’ compensation leave.

Section 3. Employees on approved disability or workers' compensation shall continue to receive 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 twelve (12) weeks 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 twelve (12) weeks 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, except that they shall not be entitled to bump.
- g.) An employee's job may be posted prior to the end of the twelve (12) weeks 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 twelve (12) weeks.

Section 8. 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 9. Employees on approved disability or workers' compensation leave are eligible to be paid as outlined in Article 42, Extended Sick Leave.

**Article 34**  
**Leave for Jury Duty**

Section 1. After the successful completion of his/her probationary period, a regular full-time and regular part-time employee who is required to serve on jury duty shall be excused from his/her scheduled work days up to a maximum of thirty (30) days.

Section 2. The first three (3) days of jury duty which fall on scheduled work days will be paid in full by the Employer including appropriate shift differential.

Section 3. Beginning with day four (4) of jury duty service, employees will be reimbursed for the difference between their normal wages for each day of service less any fees (excluding travel and maintenance) received from the court.

Section 4. Employees are required to provide Payroll with a copy of documentation from the court indicating the dates of service and the amount of payment received.

Section 5. Per diem employees and employees still in their probationary period will receive forty dollars (\$40.00) per day for the first three (3) days of jury duty which falls on scheduled work days. After the first three (3) days, employees will receive the jury fee as provided by the State.

Section 6. 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 7. When an employee is on call or excused for specific days 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 8. Time spent on jury duty will be considered as the employee's regular schedule of hours for his/her work schedule commitment.

Section 9. Employee's scheduled to work the night shift will be excused from work on the night shift prior to the commencement of the jury duty obligation. An employee, who has served for five (5) days or more will have their weekend work commitment waived once during a seven (7) day period. An employee may be required to reschedule the missed weekend within thirty (30) days of completed jury duty, if staffing requires. 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 35**  
**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.

Employees will be required to follow the same process for leave applications as outlined in Article 32, Leave of Absence. Employees will be required to provide copies of military orders as part of the application process.

### **Article 36 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) scheduled working days within seven (7) days of the date of death of the member of the employee's immediate family. Bereavement leave, as provided for under this Article will not be charged against an employee's PTO balance. Proof of death and proof of the employee's relationship to the deceased may be requested.

Section 2. Additional time off without pay or additional PTO may be requested and shall not be unreasonably denied.

Section 3. "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, or life partner.

Section 4. 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 and spouse's grandparents. Additional time off without pay or additional Paid Time Off (PTO) may be requested and shall not be unreasonably denied.

Section 5. 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 6. 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 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 3. or 4. 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 37**  
**Wages**

Section 1. All current active employees will receive a two and one quarter percent (2.25%) increase on their base rate effective the first full pay period following ratification.

Section 2. The Employer will provide a two and one quarter percent (2.25%) general wage increase effective the first full pay period following the first anniversary of this contract.

Section 3. The Employer will provide a two and one half percent (2.50%) general wage increase effective the first full pay period following the second anniversary of this contract.

Section 4. The Employer will provide a two percent (2.0%) general wage increase effective the first full pay period following the third anniversary of this contract.

Section 5. The right to hire new employees, promote or demote employees from the minimum rate, up to the experience rate in the applicable grade, will be based upon the employee's prior experience and education and is reserved to the Employer. Employees may not be hired, promoted, or demoted above the Experience Rate or below the Minimum rate.

Section 6. The table below represents the minimum rate and the experience rate. It will be utilized for purposes of new hires rates, promotions and demotions and will become effective the first full pay period following ratification of this contract. This wage range includes a two and one quarter percent (2.25%) general increase from the previous year.

<b><u>Grade</u></b>	<b><u>Minimum Rate</u></b>	<b><u>Experience Rate</u></b>
<b>U06</b>	\$9.63	\$10.60
<b>U06A</b>	\$9.82	\$10.81
<b>U07</b>	\$10.40	\$11.43
<b>U07A</b>	\$10.60	\$11.66
<b>U08</b>	\$11.24	\$12.36
<b>U08A</b>	\$11.46	\$12.60
<b>U09</b>	\$12.12	\$13.32
<b>U09A</b>	\$12.35	\$13.58
<b>U10</b>	\$13.12	\$14.43
<b>U10A</b>	\$13.38	\$14.71
<b>U11</b>	\$14.15	\$15.57
<b>U12</b>	\$15.28	\$16.80
<b>U13</b>	\$17.01	----

Section 7. The table below represents the minimum rate and the experience rate. It will be utilized for purposes of new hire rates, promotions and demotions and will become effective the first full pay period following the first anniversary of the contract ratification. This wage range includes a two and one quarter percent (2.25%) general increase from the previous year.

<u>Grade</u>	<u>Minimum Rate</u>	<u>Experience Rate</u>
<b>U06</b>	\$9.85	\$10.84
<b>U06A</b>	\$10.24	\$11.27
<b>U07</b>	\$10.63	\$11.69
<b>U07A</b>	\$11.05	\$12.15
<b>U07B</b>	\$10.84	\$11.92
<b>U08</b>	\$11.49	\$12.64
<b>U08A</b>	\$11.94	\$13.14
<b>U08B</b>	\$11.71	\$12.89
<b>U09</b>	\$12.39	\$13.62
<b>U09A</b>	\$12.88	\$14.16
<b>U09B</b>	\$12.63	\$13.89
<b>U10</b>	\$13.41	\$14.75
<b>U10A</b>	\$13.94	\$15.33
<b>U10B</b>	\$13.68	\$15.04
<b>U11</b>	\$14.47	\$15.92
<b>U11B</b>	\$14.75	\$16.23
<b>U12</b>	\$15.62	\$17.18
<b>U13</b>	\$17.40	----

Section 8. The table below represents the minimum rate and the experience rate. It will be utilized for purposes of new hire rates, promotions and demotions and will become effective the first full pay period following the second anniversary of the contract ratification. This wage range includes a two and one half percent (2.50%) general increase from the previous year.

<u>Grade</u>	<u>Minimum Rate</u>	<u>Experience Rate</u>
<b>U06</b>	\$10.10	\$11.11
<b>U06A</b>	\$10.60	\$11.66
<b>U07</b>	\$10.90	\$11.98
<b>U07A</b>	\$11.44	\$12.58
<b>U07B</b>	\$11.33	\$12.46
<b>U08</b>	\$11.78	\$12.96
<b>U08A</b>	\$12.36	\$13.60
<b>U08B</b>	\$12.24	\$13.47
<b>U09</b>	\$12.70	\$13.96
<b>U09A</b>	\$13.33	\$14.66
<b>U09B</b>	\$13.20	\$14.52
<b>U10</b>	\$13.75	\$15.12
<b>U10A</b>	\$14.43	\$15.87
<b>U10B</b>	\$14.30	\$15.72
<b>U11</b>	\$14.83	\$16.32
<b>U11B</b>	\$15.41	\$16.96
<b>U12</b>	\$16.01	\$17.61

**U13**            \$17.84            -----

Section 9.        The table below represents the minimum rate and the experience rate. It will be utilized for purposes of new hire rates, promotions and demotions and will become effective the first full pay period following the third anniversary of the contract ratification. This wage scale includes a two percent (2.0%) general increase from the previous year.

<b><u>Grade</u></b>	<b><u>Minimum Rate</u></b>	<b><u>Experience Rate</u></b>
<b>U06</b>	\$10.30	\$11.33
<b>U06A</b>	\$10.81	\$11.89
<b>U07</b>	\$11.12	\$12.22
<b>U07A</b>	\$11.67	\$12.83
<b>U07B</b>	\$11.56	\$12.71
<b>U08</b>	\$12.02	\$13.22
<b>U08A</b>	\$12.61	\$13.87
<b>U08B</b>	\$12.48	\$13.74
<b>U09</b>	\$12.95	\$14.24
<b>U09A</b>	\$13.60	\$14.95
<b>U09B</b>	\$13.46	\$14.81
<b>U10</b>	\$14.03	\$15.42
<b>U10A</b>	\$14.72	\$16.19
<b>U10B</b>	\$14.59	\$16.03
<b>U11</b>	\$15.13	\$16.65
<b>U11B</b>	\$15.72	\$17.30
<b>U12</b>	\$16.33	\$17.96
<b>U13</b>	\$18.20	\$0.00

Section 10.      If an employee is floated to an area or is assigned and works in a job title which is at a higher grade than the position they are assigned from, the employees will be paid at the higher rate of pay.

Section 11.      Employees assigned to training responsibilities per Article # 50 Training Pay shall be paid an additional \$ 0.50 per hour.

Section 12.      Effective the first full pay period following ratification, shift differential shall be:

- a.) \$1.26 per hour for the evening shift (3:00 p.m. – 11:00 p.m.); and
- b.) \$1.37 per hour for the night shift (11:00 p.m. – 7:00 a.m.).

Section 13.      The intent of this section is to continue to provide shift differential for those job descriptions that are receiving shift differential at the time of ratification of this contract. The Employer has identified the following positions that are not eligible for this shift differential:

Medical Transcription Clerk  
Correspondence Secretary  
Administrative Assistant II  
Presurgical Testing Liaison  
Surgical Scheduler  
Staff Scheduling Coordinator

Section 16. Effective the first full pay period following ratification, the job titles in the bargaining unit by pay grade are as follows and shall not be changed unless mutually agreed upon:

**U06A**

Environmental Services Aide  
Food Service Attendant  
Health Information Clerk  
Medical Transcription Clerk

**U07**

Ambassador  
Concierge  
Expeditor  
Imaging Services Attendant  
Rehabilitation Aide  
Transport Aide

**U07A**

Lead Environmental Service Worker  
Nurse Assistant

**U08**

Correspondence Secretary  
Radiology Office Clerk  
Receiving Clerk  
Storeroom Clerk

**U08A**

Monitor Technician

**U09**

Groundskeeper  
Lead Storeroom Clerk

Nutrition Clerk

**U09A**

Immediate Treatment Assistant  
Sterile Processing Technician

**U10**

Administrative Assistant II  
Chart Analyst H/I  
Pre-Surgical Test Liaison  
Surgery Scheduler  
Switchboard Operator  
Unit Clerk Acute

**U10A**

Pharmacy Technician

**U11**

Anesthesia Assistant  
Cook  
Medical Transcriptionist

**U12**

Staff Scheduling Coordinator

**U13**

Pharmacy Interns

Section 17. Effective the first full pay period in August 2015, the job titles in the bargaining unit by pay grade are as follows and shall not be changed unless mutually agreed upon:

**U06A**

Environmental Services Aide  
Food Service Attendant  
Health Information Clerk  
Medical Transcription Clerk

**U07**

Concierge  
Expeditor  
Imaging Services Attendant  
Rehabilitation Aide

**U07A**

Lead Environmental Service Workers  
Nurse Assistant

**U07B**

Ambassador  
Transport Aide

**U08**

Correspondence Secretary

**U08A**

Monitor Technician

**U08B**

Radiology Office Clerk  
Receiving Clerk  
Storeroom Clerk

**U09**

Lead Storeroom Clerk

**U09A**

Immediate Treatment Assistant  
Sterile Processing Technician

**U09B**

Groundskeeper  
Nutrition Clerk

**U10**

Administrative Assistant II  
Chart Analyst H/I  
Pre-Surgical Test Liaison  
Switchboard Operator  
Unit Clerk Acute

**U10A**

Pharmacy Technician

**U10B**

Surgery Scheduler

**U11**

Anesthesia Assistant  
Medical Transcriptionist

**U11B**

Cook

**U12**

Staff Scheduling Coordinator

**U13**

Pharmacy Interns

**Article 38  
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.

Section 2. Evening shift differential hours are 3:00 pm to 11:00 pm and night shift differential hours are 11:00 pm to 7:00 am.

Section 3. An evening shift is defined as a shift with a majority of hours scheduled after 3:00 pm.

Section 4. A night shift is defined as a shift with a majority of hours scheduled after 11:00 pm.

Section 5. Shift differential shall be applied to all scheduled Paid Time Off (PTO) paid to employees who only regularly work the evening and night shift. Shift differentials will be reported with wages for Disability Insurance purposes.

Section 6. 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 7. There shall be no pyramiding of shift differential.

Section 8. Shift differentials shall be paid according to the rates set forth in Article 37, Wages.

### **Article 39 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. In addition, the employee seeking benefits from this program must have no active written corrective action documents on file.

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.
- d.) upon completion of the course, the employee shall submit the grade report and invoice to Corporate Human Resources.

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 required for the attainment of a certificate or degree in an academic, clinical or business area that would be beneficial within Catholic Health as determined by the employer;

- 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.) 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. In the event of resignation or termination for cause from Catholic Health, the employee will be responsible to reimburse St. Joseph Campus for courses taken in the following timeframes according to the schedule:

<u>Timeframe (based on anniversary date)</u>	<u>Reimbursement</u>
12 months or less after completion of the course	100%
12-18 months after completion of the course	75%
18-24 months after completion of the course	50%
More than 24 months after completion of the course	0%

Associates whose employment is terminated due to job elimination are exempt from the repayment provisions of this Section.

Section 5. 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 sixty (60) calendar days of course completion before receiving tuition reimbursement:

- 1.) submission of a grade report from the educational institution documenting a “C” or above, or evidence of a passing final grade if the course is deemed “pass/fail” only; 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 6. 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.

#### **Article 40 Life Insurance**

Section 1. The Employer shall provide basic life insurance and accidental death and dismemberment (AD&D) coverage in accordance with the provisions of a standard life insurance program, for all full-time and regular part-time employees, having completed the probationary period, at no cost to the employee.

Section 2. Both the basic life insurance and the accidental death and dismemberment benefit are equal to one (1) times the employees annual base pay (rounded to the nearest one thousand [\$1,000.00]) and subject to the underwriting requirements established by the insurance company.

Section 3. A newly hired employee must complete enrollment and assign beneficiary election within thirty-one (31) days from the date of hire.

Section 4. The amount of coverage will be calculated each October 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 5. 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 6. 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 7. 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 41  
Paid Time Off**

Section 1. All full-time employees other than those identified in MOU 4, PTO and ESL Grandfathering are eligible for PTO according to the following schedule:

Length of Service (Years)	PTO Accrual Rate	PTO Maximum Per Pay	PTO Maximum Annual Accrual	PTO Maximum Unused Balance
Date of Hire to completion of 3rd Year	0.087	6.50	165.0 Hours (22 Days)	217.50 Hours (29 Days)
3rd Anniversary to completion of 4 Years	0.089	6.70	172.5 Hours (23 Days)	225 Hours (30 Days)
4th Anniversary to completion of 9 Years	0.108	8.10	210.0 Hours (28 Days)	262.50 Hours (35 Days)
9th Anniversary to completion of 15 Years	0.128	9.60	247.5 Hours (33 Days)	300 Hours (40 Days)
15th Anniversary to completion of 24 Years	0.147	11.00	285.0 Hours (38 Days)	337.50 Hours (45 Days)
24th Anniversary and following	0.167	12.50	322.5 Hours (43 Days)	375 Hours (50 Days)

Section 2. All regular part-time employees other than those identified in MOU 4, PTO and ESL Grandfathering are eligible for PTO according to the following schedule:

Length of Service (Years)	PTO Accrual Rate	PTO Maximum Per Pay	PTO Maximum Annual Accrual	PTO Maximum Unused Balance
Date of hire to completion of 9 Years (0-107 mo)	.069	5.18	135.00	187.50
9th Anniversary and following (108 + mo)	.108	8.10	210.00	262.50

All full-time and regular part-time employees identified by name in MOU 6, PTO and ESL Grandfathering will have their PTO accruals grandfathered as outlined in Memorandum of Understanding # 6 titled Paid Time Off and Extended Sick Leave Grandfathering.

Section 3. Eligible employees accrue PTO from their most recent date of hire but cannot begin using their accumulated time until after completion of their first three (3) months of employment. Prior to completion of three (3) months of service an employee may take time off without pay if approved by the appropriate supervisor.

Section 4. An employee changing from an ineligible to an eligible status (e.g. per diem to full time) will begin accruing Paid Time Off the first full pay period from the date of the change providing they have satisfied their probationary period.

Section 5. If an employee changes from full-time to part-time benefit eligible status, there will be no change in benefit date. In addition, the part-time employee will be able to carry over up to fifty percent (50%) of the PTO maximum accrual based on his/her new part-time benefit accrual category. The remaining portion will be paid out to the employee.

Section 6. Employees hired after 10/1/2001 may roll over three (3) PTO days into their Extended Sick Bank at one hundred percent (100%) at their base rate of pay.

Section 7. PTO is accrued for every hour an eligible full-time or regular part time employee is paid, including hours worked as per Article 12, Section 9 and 10, Union Representation, but excluding the following (1) Article 12 Section 7, Union Representation time, (2) unscheduled paid time off, and (3) all leaves of absence time including New York State Disability and Workers' Compensation. All accruals are subject to the annual and total maximum caps.

Section 8. Paid Time Off Scheduling:

- a.) An employee's manager or designated supervisor must approve all PTO.
- b.) PTO should be scheduled in advance of the time block with routine time requests as noted in Article 26, Hours of Work and Work Schedules except for instances of illness or other unforeseeable emergencies when it will be considered.
- c.) At the time of the PTO use, there must be a balance supporting the associates request in the bank from the previous pay period. The associate cannot request or use PTO above their budgeted hours for any reason.
- d.) Unscheduled absences must be reported to the appropriate designee no later than two (2) hours before the start of a shift for the day shift. Evening and night shift employees must make every reasonable effort to call four (4) hours before the start of a shift, but no less than two (2) hours before the start of a shift.
- e.) When the department must remain open for the eight (8) major holidays employees working seven and one-half (7 1/2) hour shifts shall be required to work no more than one (1) holiday in each of the following groups of holidays:

Memorial Day	or	Independence Day
Labor Day	or	Thanksgiving Day

Christmas Day            or    New Years Day  
Christmas Eve            or    New Years Eve

Employees shall not be required to work Easter Sunday more than one (1) time every other year. Holiday commitments that occur during approved scheduled vacations shall be met.

f.) Selection of the Holiday:

- 1.) A preference list shall be posted prior to the scheduling of each holiday group to select the holiday off.
- 2.) Assignments to work a holiday in each group will be determined by the employee's preference and previous years holiday assignment.
- 3.) If scheduling permits an employee to have an extra holiday off on any of the holidays listed above in section e.), the holiday in question will first be offered to the most senior employee on that unit and thereafter that holiday will be offered on a rotational basis.

g.) The holidays and/or shifts referenced below shall be considered the holiday, and shall be paid at the rate of time and one half (1½) the employee's base rate for all hours worked:

- 1.) Christmas Eve from 3:00 p.m. on 12/24 through 11:59 p.m.
- 2.) Christmas Day from 12:00 a.m. through 11:59 p.m.;
- 3.) New Years Eve from 3:00 p.m. on 12/31 through 11:59 p.m.
- 4.) New Years Day from 12:00 a.m. through 11:59 p.m.;
- 5.) Easter Day from 12:00 a.m. through 11:59 p.m.;
- 6.) Memorial Day from 12:00 a.m. through 11:59 p.m.;
- 7.) Independence Day from 12:00 a.m. through 11:59 p.m.;
- 8.) Labor Day from 12:00 a.m. through 11:59 p.m.; and
- 9.) Thanksgiving Day from 12:00 a.m. through 11:59 p.m.

h.) Switching of shifts or partial shifts between employees may occur after the schedule is posted with the manager's approval. Written requests must have the signature of the affected employees. The initially scheduled holiday shall be considered the holiday commitment.

i.) If a department or work unit is closed or has limited staffing due to reduced services on a holiday listed in Section 8 e.), an employee must take a PTO day to keep them whole to budgeted hours if the schedule does not provide an opportunity to be scheduled another day within the week. Part time employees who are not scheduled to work on any of the above recognized holidays will be scheduled another shift if the time is available, or have the option to take PTO or time off without pay.

Section 9. Requests for PTO shall be submitted two (2) times a year on Form HR15 as outlined below:

- a.) by November 1 of the preceding year for the period of time from January 2 through April 30;
- b.) by March 1 for the period of time from May 1 through the end of the year.
- c.) PTO slips will be made available to employees no later than thirty (30) days prior to the deadline for PTO submission.
- d.) Approval or denial of such requests shall be indicated by no later than thirty (30) days after the deadline for each submission period. In case of conflict, seniority will be the determining factor.
- e.) Each employee who has available PTO time in their bank and who submits a request shall be able to schedule a maximum of thirty-seven and one-half (37.5) hours of PTO days for full time during the period of June 1, up through September 15. In case of conflict, seniority will be the determining factor. The manager or designee may make exceptions to these limits, by seniority, when staffing permits.
- f.) Should an employee desire to change an approved PTO and the schedule has not already been posted the employee may request the PTO request to be withdrawn. The employee must submit the change at least thirty (30) days prior to the first day of the scheduled PTO time. The employees' request shall be accommodated if possible provided such request does not interfere with department operations or previously approved request of other associates regardless of seniority.
- g.) Approved PTO may not be changed when personnel transfer without the consent of the employee, i.e.: in instance of layoff, unit closings or transfers because of an administrative decision. In each of the above instances, approved PTO requests will be honored.  
  
When a transfer to another department or change in status occurs, at the employee's request, approved vacation requests must be re-submitted. However, every attempt will be made to accommodate the employee's previously approved vacation schedule.
- h.) If a disability occurs during scheduled PTO and last for one (1) week or more, that portion of the PTO shall be rescheduled upon submission of valid medical certification to the Employer.
- i.) If a disability occurs prior to scheduled PTO and is expected to last into the PTO period, the PTO shall be rescheduled.

Section 10. The employee's paycheck stub should reflect the net balance of PTO as of the beginning of the current pay period.

Section 11. An eligible employee may voluntarily donate a portion of his/her 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 his/her own accrued balance of PTO. Donated hours shall be subtracted from the donors PTO accrual bank with no adjustment for his/her dollar value. Donated hours shall be paid to the recipient at the recipients' rate of pay. The recipient of the donated PTO has to be on the same payroll as the donor.

Section 12. Unscheduled absences are subject to the provisions of Article 27, Attendance and Tardiness.

Section 13. When an employee calls off for an unscheduled PTO day on a weekend or Holiday (as listed in Section 8e) the employee will be required to fulfill their weekend or Holiday obligation as follows:

- a.) A weekend absence will require the employee to work another weekend shift within the next two schedules that have not been posted as final.
- b.) A Holiday absence will require the employee to work another Holiday as determined by the department. This may result in working both days within a Holiday Grouping as listed in Section 8e.

In no event shall a posted as final schedule be changed in order for an employee to make up their weekend or holiday.

Section 14. PTO cannot be used for less than one (1) hour.

Section 15. Paid Time Off (PTO) at time of termination will be processed as follows.

- a.) Any PTO paid at termination will be paid at the employee's base rate.
- b.) Employees who fail to complete the probation period, for any reason, will receive no payout of any accrued PTO at time of termination.
- c.) Employees who successfully complete the probationary period, and are terminated by the Employer, will not receive a payout for any accrued unused PTO at time of termination.
- d.) PTO for employees who successfully complete the probationary period, and resign from their position will be processed as follows:
  - i.) If the employee fails to provide a minimum of two (2) weeks written notice or

who takes unscheduled time off without providing medical documentation or lacking extraordinary circumstances during the notification of resignation period, there will be no payout of any accrued PTO.

- ii.) If the employee provides a minimum of two (2) weeks written notice and works their normal schedule during the notice period or is away from work on approved PTO, then the employee will receive a payout of all accrued PTO at time of termination.
  
- e.) Upon the death of an associate with a PTO balance, accrued PTO will be paid to the associate’s estate.

**Article 42  
Extended Sick Leave**

Section 1. Employees will become eligible for use of accrued Extended Sick Leave (ESL) after successful completion of his/her probationary period in the accrual rates as follows:

Category of Employment	ESL Accrual Rate	ESL Max. Per Pay Period	ESL Max. Annual Accrual	ESL Max. Unused Balance
Regular Full Time	0.035	2.60	67.50 hours 9 days per year	Unlimited
Part Time	0.0194	1.45	37.50 hours 5 days per year	Unlimited

Section 2. All full-time employees and part-time employees may utilize accumulated ESL time in connection with an Employer-approved New York State Disability (NYSDBL) or New York State Workers’ Compensation (NYSWC) claim on a supplemental basis. All claims status will be reviewed and confirmed through the office of Integrated Disability Management (IDM).

Section 3. Employees are required to notify his/her clinical unit/department manager or designee of their inability to report for work. Patient Care Services employees must notify the Nursing Office .

Section 4. ESL time is payable to those with accrued bank hours and once deemed eligible, at the employee’s base rate plus any shift premium for those employees regularly scheduled to work other than 1<sup>st</sup> shift, not to exceed their budgeted hours.

Section 5. Administration of ESL will be as follows:

- a.) New York State Disability (NYSDBL)
  - 1.) An eligible employee will be paid from their accrued bank for the waiting week associated with NYSDBL in full day increments not to exceed budgeted hours.

- 2.) For ongoing periods beyond the waiting week associated with NYSDBL, employees will be paid from their accrued bank in ½ day increments not to exceed budgeted hours and up to the maximum duration of NYSDBL or bank hours exhaust.

b.) New York State Workers' Compensation (NYSWC)

- 1.) An eligible employee will be paid from their accrued bank for the waiting week associated with NYSWC when lost time does not exceed 14 days in full day increments not to exceed budgeted hours. Ongoing dates of disability associated with NYSWC between days 7 and 14 are payable at 1/3 day increments not to exceed budget hours.
- 2.) For eligible employees who exceed 14 days associated with NYSWC, accrued bank hours will be paid in 1/3 day increments, not to exceed budgeted hours, retroactive to the 1<sup>st</sup> approved date of disability and ongoing up to the maximum duration of NYSWC or until bank hours exhaust.

Section 6. An employee may use ESL when their period of Employer approved disability exceeds the statutory benefit and the following conditions are met:

- a.) the employee continues 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 6 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 ESL bank, the Employer may require the employee to submit to a medical exam, but not more frequently than once every thirty (30) calendar days.

Section 7. Those employee without eligible claims or accrued ESL bank hours may elect to use accrued PTO time.

Section 8. ESL bank hours are not payable upon termination of employment.

Section 9. Employees accrue ESL for every hour an eligible full-time or regular part time employee is paid including hours worked as per Article 12, Section 9 and 10, Union Representation, but excluding the following: (1) Article 12, Section 7, Union Representation time, (2) unscheduled paid time off, and (3) all leaves of absence time including New York State Disability and Workers' Compensation. All Accruals are subject to the annual and total maximum caps.

**Article 43**  
**Health Coverage**

Section 1. The Hospital shall offer all regular full time and regular part time employees who have successfully completed the probationary period, participation in the First Choice Health Care Plan, as set forth below.

Section 2. The Hospital shall contribute the following for all regular full time employees having successfully completed the probationary period:

- a.) For employees hired by the Employer as of the ratification of this agreement, a subsidy of ninety percent (90%) of the cost of single coverage or eighty (80%) of the cost of family coverage.
- b.) For employees hired at the Employer, including those who transfer into the Employer from another Catholic Health employer, a subsidy of eighty percent (80%) of the cost of single or family coverage.

Section 3. The Hospital shall also contribute the following for all regular part-time employees having completed the probationary period:

- a.) A subsidy of fifty five percent (55%) of the cost of single coverage or fifty percent (50%) of the cost of family coverage.

Section 4. New eligible employees shall be provided the opportunity to elect Employer/Hospital sponsored health plan coverage to commence on the ninetieth (90<sup>th</sup>) day of employment. Changes in coverage may be made during open enrollment each year or within thirty-one (31) days of a life qualifying event where the change made is consistent with the event (e.g., adding a dependent as a result of getting married).

Section 5. The Hospital shall continue its contributions toward medical coverage for eligible employees on disability or compensable leave of absence, up to six (6) months beyond the month in which such leave begins. Thereafter, the employee shall assume all cost of premiums for medical coverage. In all other situations, the employee assumes all cost of premiums under the employer's continuation of benefits coverage.

Section 6. Employees may be required to show proof of spouse and/or dependent relationship when selecting family coverage. Employees will not however be required to leave an original copy of any personal/legal document in the possession of the Employer. The Employer will retain copies of the original documents.

Section 7. The Employer may implement a spousal exclusion, where spouses of employees are not eligible for dependent coverage if they are employed with coverage available to them. Employees will be required to confirm whether their spouse is employed and has coverage available. The employer will provide the union with thirty (30) days notice prior to implementation of a spousal exclusion for the following plan year.

**Article 44**  
**Prescription Coverage**

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

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 43, Section 1 Health Coverage.

**Article 45**  
**Voluntary Flexible Spending Account**

Section 1. The Employer will make available to full-time and regular part-time employees, a voluntary flexible spending account (FSA) at the time of hire and during the open enrollment periods. Through the Flexible Spending Account (FSA) associates may elect an annual pre-tax contribution for use during the plan year.

Section 2. An employee's elected FSA contribution will be deducted from wages each pay period and banked until the need for reimbursement of expenses occurs, subject to applicable IRS reimbursement guidelines.

Section 3. All rules for participating in the plan will be outlined in the Benefit Enrollment packet provided at hire and during the annual open enrollment period.

Section 4. To provide additional flexibility and convenience to employees enrolled in the health care flexible spending account, the Employer will provide a debit card. Issuance of the card will be reviewed and provided at the Employer's discretion on an annual basis. The Employer will notify the Union if the issuance of a debit card will be cancelled.

**Article 46**  
**Hospital Discounts**

Section 1. The Employer Discount Program will apply to all full-time and regular part-time employees, per diem and retired employees who have elected and are receiving retirement benefits with the Catholic Health System, 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 who utilize a Catholic Health acute care facility as follows:

- a.) inpatient deductible will be 100% to a maximum of \$250 per occurrence;
- b.) hospital outpatient will have co-payments of up to \$20 waived;
- c.) outpatient services (non-covered) will have a 50% discount waived on non-covered charges allowable under Medical plan limits. Emergency Room visits will have 50% of ER co-pay up to a discounted maximum of \$25.00.
- d.) private room discount (subject to availability) 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 medical plan limits, cosmetic surgery, elective surgery, any dental work including orthodontia or dentures, experimental techniques, medical devices and durable medical equipment.

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

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

Section 6. Federal regulations prohibit transactions that could be construed as inducing a referral, or which could result in increased cost to the government under its programs. Therefore, 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 St. Joseph Campus.

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 Representative.

**Article 47  
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.

Section 2. The Employer shall make available to all employees covered by this Agreement the following dental plan options:

<b>Benefit Description</b>	<b>Basic Plan</b>	<b>Enhanced Plan</b>
Calendar Year Deductible	\$50.00 per individual \$100.00 per family	\$50.00 per individual \$100.00 per family
Plan Maximum	\$1,000 per person, per calendar year	\$2,000 per person, per calendar year
<b>Class 1 Preventive Services</b>	<b>Preventive services are not subject to calendar year deductible</b>	
Oral Examinations & Cleanings	100% PPO Allowance	100% PPO Allowance
Palliative (Emergency) Treatment	100% PPO Allowance	100% PPO Allowance
Bitewing X-Rays	100% PPO Allowance	100% PPO Allowance
Panoramic X-Rays	100% PPO Allowance	100% PPO Allowance
Fluoride Treatments	100% PPO Allowance	100% PPO Allowance
<b>Class 2 Basic Restorative Services</b>	<b>All basic restorative services are subject to calendar year deductible</b>	
Fillings	50% PPO Allowance	70% PPO Allowance
Simple Extractions	50% PPO Allowance	70% PPO Allowance
Root Canal Therapy	50% PPO Allowance	70% PPO Allowance
Oral Surgery	50% PPO Allowance	70% PPO Allowance
Periodontal Scaling and Root Planing	50% PPO Allowance	70% PPO Allowance
Adjustments	50% PPO Allowance	70% PPO Allowance
General Anesthesia	50% PPO Allowance	70% PPO Allowance
<b>Class 3 Major Restorative Services</b>	<b>All major restorative services are subject to calendar year deductible</b>	
Crowns	Not Covered	50% PPO Allowance
Fixed Bridgework	Not Covered	50% PPO Allowance
Repairs to Bridgework	Not Covered	50% PPO Allowance
Dentures, Repairs to Dentures	Not Covered	50% PPO Allowance
<b>Class 4 Orthodontic</b>		
Orthodontic (limited to dependent children up to 19 years old and limited to a lifetime of \$2,000)	Not Covered	50% PPO Allowance No deductible

Section 3. 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. This fee schedule will be provided annually during the open enrollment period. 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 4. 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 5. Employees in categories other than regular full time and regular part time are eligible to participate in the voluntary dental plan 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 6. The parties agree that there will not be a decrease in the benefit level during the life of the Agreement.

#### **Article 48 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 49 Retirement Plan**

Section 1. The Employer shall provide to all eligible employees in the bargaining unit the Catholic Health System Pension Plan as follows:

- a.) Employees who were employed by the Employer prior to January 1, 2001 will accrue benefits under the St. Joseph Hospital Retirement Plan option at no cost to the employee.
- b.) Employees who were employed by the Employer on or after January 1, 2001 and employees who have elected this option, will accrue benefits under the Personal Retirement Account at no cost to the employee.

Section 2. Employees hired prior to January 1, 2001 will not be required to move out of the current St. Joseph Hospital retirement option.

Section 3. Any changes in the plan shall be subject to mutual agreement between the parties.

**Article 50**  
**Training Pay**

Section 1. The Union and the Employer recognize that a period of structured training may be required for all newly hired employees and employees that transfer into a new position.

Section 2. Training will be part of an organized program where, at the Employer's discretion, bargaining unit employees are assigned to instruct and develop new or transferred employees to the responsibilities and competencies of their position. It is understood and agreed to by the parties that training as described above will include instruction by the Trainer of processes to be used, a demonstration of the processes by the new or transferred employee and the signing off by the Trainer that the new or transferred employee has demonstrated competency of the processes.

Section 3. It is further understood that the only positions eligible for Training Pay per this Article and under Article # 37 Wages, Section 11 are the following:

ITAs  
Monitor Technicians  
Nurse Assistants  
Pharmacy Technicians  
Sterile Processing Technicians  
Unit Clerks

Section 4. Individuals assigned to train new or transferred employees will be designated as Trainers.

Section 5. Trainers will be paid an hourly premium for all hours they are assigned the job responsibilities of training a new or transferred employee in accordance with Article 37, Wages.

**Article 51**  
**Bargaining Unit Work**

Section 1. Non-bargaining unit personnel shall not perform bargaining unit work except in the following situations:

- a.) in emergencies where undue delay would jeopardize a patient's life or in emergencies where patient care would be compromised;
- b.) to cover unscheduled absences where all attempts at using bargaining unit employees have failed;
- c.) to instruct and supervise employees with specific practice problems;
- d.) 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;

- e.) on an incidental, casual, isolated, or sporadic basis.

## **Article 52**

### **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 except as set forth in section 2 below.
- c.) The Employer will not use agency employees to permanently fill vacant positions in the bargaining unit. While such persons are in use, the Employer will actively recruit to fill the position.

Section 2. The Employer/Hospital may contract out bargaining unit work in the following circumstances:

- a.) In the event it is cost prohibitive, as determined by the employer, for the employer to maintain, upgrade, and/or purchase equipment, or significantly improve processes; the employer's determination shall not be arbitrary or without consideration of alternatives.
- b.) If bargaining unit employees do not have required certifications or expertise and it is not feasible to train the employees within a six (6) month time period.

In the situations set forth above in Section 2(a)-(b), the Employer will provide the Union with sixty (60) days advance notice 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. The Employer will meet and confer with the union to discuss alternatives. The Employer will make every effort to assist affected employees in finding alternate positions with the Employer or the subcontracting company. If no alternative position is identified or acceptable to the employee, impacted employees shall be eligible for severance benefits as identified in the Layoff and Recall Article.

Section 3. In the event the Employer decides to contract out work that is exclusively performed by the bargaining unit, but will not result in layoffs, part-timing, or reduction of regular hours, the Employer will notify the Union of their intent sixty (60) days prior to the proposed implementation date and provide an explanation of the proposed action, when it is proposed to take place and identification of the affected jobs/positions.

**Article 53**  
**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 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 54**  
**Weather Emergency**

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

- a.) An employee who reports for work during a weather emergency and who works at least one-half (1/2) of his/her shift will be paid for the hours that he/she usually work, even though the employee may have come to work late or was sent home before the end of the shift.
- b.) An employee who reports for work during a weather emergency and works less than one-half (1/2) of his/her shift will be paid only for the hours actually worked subject to state and federal wage and hour regulations.

Section 2. Any employee being paid a portion of a scheduled workday may request the remainder of the day be paid with accrued vacation, holiday or other paid time off to cover the absence. Accrued sick time may not be used. If no such time is available, the employee will be granted an excused absence from work without pay.

Section 3. An employee scheduled to work but who does not report for work may choose either to be paid unused, available Paid Time Off (PTO) or not to be paid.

**Article 55**  
**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 if applicable as set forth in Article 38, 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.

#### **Article 56 Parking**

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

#### **Article 57 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 employee shall not be put into a transitional duty position unless there is reasonable expectation the employee will be able to return to their former position without 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 restricted 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 restricted 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 58 Employee Assistance Program**

Section 1. An Employer sponsored Employee Assistance Program shall be maintained.

Section 2. A representative from the bargaining unit will participate in matters concerning the Employee Assistance Program through the current committee for the purpose of discussing issues pertaining to the effectiveness and operation of the Program.

#### **Article 59 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 site current address at 2605 Harlem Road, Cheektowaga, New York 14225.

#### **Article 60 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. The parties will meet to negotiate regarding that

portion of the Agreement which has been held invalid if that provision is a mandatory subject of bargaining.

### **Article 61 Amendment**

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

### **Article 62 Complete Agreement**

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

### **Article 63 Extended Shifts**

Section 1. Upon thirty (30) calendar days' notice to the Union and the affected employees, the Employer may establish new shifts or modify the duration of existing shifts and alter the starting and ending times of any shift in order to meet scheduling and patient care needs. Employees and the Union will be given an opportunity to present ideas, information and suggestions pertinent to the announced change prior to implementation of the proposed change. Such discussions shall not delay the implementation of the proposed change.

Section 2. Extended shifts shall be defined as those shifts that are more than the regularly scheduled eight (8) hour shift, inclusive of the thirty (30) minute unpaid meal period.

Section 3. 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 regularly scheduled to work three (3) twelve (12) hour shifts for a total of thirty-four and one-half (34½) hours per week;
- b.) a part-time four (4) employee will be defined as one working two (2) twelve (12) hour shifts and one (1) seven and one-half (7½) hour shift for a total of thirty and one-half (30½) hours per week;
- c.) a part-time three (3) employee will be defined as one working two (2) twelve (12) hour shifts for a total of twenty-three (23) hours per week;

Twelve (12) hour shift employees will not be scheduled to work more than two (2) consecutive twelve (12) hour shifts unless the employee agrees. To make up for reduced hours, employees may work extra hours and will be assigned according to staffing needs and at the discretion of the manager. Whenever possible employees may take PTO time in increments to total no more than

thirty-seven and one-half (37 ½) hours in a week. Requested PTO will be taken in eleven and one-half (11 ½) hour increments.

Section 4. Extended shift employees may have to work every other weekend, the Employer will attempt to schedule such employees less frequently where staffing permits. Extra weekend days off will be scheduled according to shift and bargaining unit seniority on a rotation basis.

Section 5. Paid time off will be accrued and scheduled according to Article 41, Paid Time Off.

Section 6. Shift differential shall be paid according to Article 38, Shift Differential.

Section 7. Overtime shall be paid according to Article 28, Overtime.

Section 8. Twelve (12) hour shift employees will be allowed two (2) bereavement days or twenty-three (23) hours.

Section 9. Extended shift vacancies will be posted according to Article 25, Vacancies, Job Bidding and Transfers.

Section 10. 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 11. Extended shift employees are entitled to all other provisions provided for in this Agreement.

**Article 64  
Duration**

This Agreement shall become effective on the Ratification Date and shall remain in full force and in effect up through 11:59 p.m. on August 15, 2018. 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: \_\_\_\_\_

\_\_\_\_\_  
Elisha Tomasello  
Vice President, Human Resource Services

\_\_\_\_\_  
Erin M. Bowie  
CWA Staff Representative

\_\_\_\_\_  
Dawn McDonald  
Manager, Human Resources  
Sisters of Charity Hospital  
St. Joseph Campus

\_\_\_\_\_  
Robert V. Andruszko  
Executive Vice President, CWA Local 1168

\_\_\_\_\_  
Tineka Pace  
Nurse Manager

\_\_\_\_\_  
Cori A. Gambini  
President, CWA Local 1168

\_\_\_\_\_  
Teresa Speck  
Manager, Food Service

\_\_\_\_\_  
Linda Marciniak  
Bargaining Unit Representative

\_\_\_\_\_  
Joan Rutkowski  
Bargaining Unit Representative

**APPENDIX A  
PAYROLL DEDUCTION AUTHORIZATION**



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 Understanding # 2 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.

**Memorandum of Understanding # 3  
Grandfathering of PTO Buyback**

Section 1. Any employee who at the time of ratification of this Agreement, is either a full-time or regular part-time employee and hired prior to 10/01/01, are eligible to participate in the PTO buyback program at a rate of seventy-five percent (75%) of the employee's current rate of pay up to a maximum of eight (8) days on a pro-rated basis according to the following schedule.

<b>Budgeted Pay Period Hours</b>	<b>Required Maximum Balance</b>	<b>Maximum Eligible Hours (Buy Back)</b>
.4 (30.0 Hours)	45.0 Hours	24.0 Hours
.5 (37.5 Hours)	56.0 Hours	30.0 Hours
.6 (45.0 Hours)	67.0 Hours	36.0 Hours
.8 (60.0 Hours)	90.0 Hours	48.0 Hours
1.0 (75 Hours)	113.0 Hours	60.0 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 the end of March 1 each year.

Section 2. In lieu of the PTO buyback eligible employees may choose to convert up to twenty-two and one-half (22.5) hours of PTO into their Extended Sick Bank.

**Memorandum of Understanding # 4  
Paid Time Off and Extended Sick Leave Grandfathering**

Section 1. The Employer and the Union agree that prior to the negotiation of this collective bargaining agreement, there existed a number of paid time off accrual schedules that cover grandfathered employees. The parties agree to continue the accrual rate for only the employees outlined as follows:

- a.) The following employees shall be entitled to accrue PTO and ESL according to the following schedule:

Length of Service (Years)	PTO Accrual Rate	PTO Maximum Per Pay	PTO Maximum Annual Accrual	PTO Maximum Unused Balance
4 years to less than 9 years (48-107 mo) LEVEL CODE: JB	.135	10.10	262.50 Hours 35 days per year	285.00 Hours 38 days
9 years to less than 24 years (108-287 mo) LEVEL CODE: JC	.154	11.54	300.00 Hours 40 days per year	322.50 Hours 43 days

Length of Service (years)	ESL Accrual Rate	ESL Max. Per Pay	ESL Max. Annual Accrual	ESL Max. Unused Balance
4 years to less than 9 years (48-107 mo) LEVEL CODE:JB	0.015	1.16	30.00 4 days per year	Unlimited
9 years to less than 24 years (108-287mo) LEVEL CODE:JC	0.015	1.16	30.00 4 days per year	Unlimited

Lynne Brucz  
Carolyn Hudson  
Lisa Smith  
Jennifer Sobolewski  
Tina Kohl

When the above employees reach their 15<sup>th</sup> anniversary, their PTO accrual rate shall be calculated according to Article 41, Paid Time Off and their ESL accrual rate shall be paid according to Article 42, Extended Sick Leave.

- b.) All current regular part time employees listed below, and hired prior to 10/1/01 shall be entitled to accrue PTO according to the following schedule. These employees shall not accrue ESL

Length of Service (Years)	PTO Accrual Rate	PTO Maximum Per Pay	PTO Maximum Annual Accrual	PTO Maximum Unused Balance
9 <sup>th</sup> anniversary to completion of 24 yrs (108-287 mo) LEVEL CODE: TT	.143	10.73	226.50 Hours 30.20 days per year	240.00 Hours 32 days
24 <sup>th</sup> anniversary and following (288+ mo) LEVEL CODE: TU	.154	11.55	240.00 Hours 32 days per year	253.50 Hours 33.80 days

Nancy Koterak  
Linda Marciniak  
Daniel Platts  
Kathleen Sherry  
Ann Marie Smith  
Susan Wartinger  
Lynn Bounds

**Memorandum of Agreement # 5  
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.) The maximum time allowed to receive monies is four (4) years from the date of the first reimbursement under this Program.
  - 2.) The maximum time allowed to receive monies for education toward an eligible position listed in Form HRF 82A 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).
- b.) Completed applications must be submitted to Corporate Human Resources at least thirty (30) calendar days prior to or within fourteen (14) calendar days after the first course begins to be considered for enhanced reimbursement.
- c.) 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.
- d.) 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.
- e.) 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>
3.00-4.00	100%
2.50-2.99	80%
2.00-2.49	60% (undergraduate only)
Below 2.00	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).

- a.) Regular Part Time Associates – Regular part time employees working at least fifteen (15) regularly scheduled hours per week receive pro-rated benefits based upon their budget hours. If the associate is a part time student, reimbursement will be based on each individual course.
- b.) Submission of an authorized grade report, or official transcript and invoice must be submitted within ninety (90) days of the completion date of the course in order to receive payment. Each receipt must include an itemized paid invoice or receipt from the educational institution detailing all coursework and costs at the end of the semester. This includes all details and offsets including tuition, fees, financial assistance, loans, payment, etc.
- c.) Employees must apply for financial aid, scholarships, and any tuition reduction programs available through the higher education institution. The amount reimbursed will be contingent upon the amount of financial assistance received through other sources, not limited to grants, TAP, PELL, Scholarship, and University/College Financial Aid.
- d.) Maximum payment to an individual is based on the cost per year times the number of years needed to attain each degree. For example, total payment for a four year undergraduate degree cannot exceed \$24,868 (\$6,217 \*4), in today's dollars. An associate will receive up to \$263.18 per undergraduate credit hour and up to \$394.25 per graduate credit hour each semester up to the annual maximum.
- e.) Employees approved for this enhanced tuition program may not receive additional payment from the regular CH Tuition Reimbursement program.

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. The current list of potential incentive eligible positions for enhanced tuition reimbursement are listed in Form HRF 82A. Approval is based on current business need. Careers/field listed on Form HRF 82A does not guarantee approval. The Employer retains the right to add to the above listed positions based upon business needs at St. Joseph Campus. Any modifications will be communicated to the Union prior to implementation.

### **Memorandum of Understanding # 6 Shift Rotation**

Section 1. The parties agree there is an existing practice of shift rotation in certain departments. Involuntary shift rotation, shall occur only after all other reasonable alternatives have been exhausted.

Section 2. If shift rotation becomes necessary, shift rotation will be assigned as follows:

- a.) request volunteers, for which it would not result in overtime;
- b.) assign the shift to the least senior employees, on a rotating basis, from employees in the same department or unit.