

COLLECTIVE BARGAINING AGREEMENT

FOR

MERCY HOSPITAL OF BUFFALO

AND

**COMMUNICATIONS WORKERS OF AMERICA,
AFL-CIO**

REGISTERED NURSE



June 4, 2008 - June 3, 2012

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Article 1 Agreement

This Agreement made and entered into this 4th day of June, 2008 by and between Mercy Hospital of Buffalo, hereinafter referred to as the "Employer/Hospital" and the Communications Workers of America, AFL-CIO hereinafter referred to as the "Union."

Article 2 Responsible Union Employer Relationship

Section 1. The Employer/Hospital is charged with the public trust of rendering uninterrupted attention and care to the patients of Mercy Hospital. The parties agree to promote and improve the mutual interests of patient care as well as of employees and to set forth herein the Agreement of the parties covering rates of pay, hours of work and conditions of employment.

Section 2. The Employer/Hospital and the Union recognize that it is in the best interest of both parties, the employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Employer/Hospital and the Union and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning and consistent with the Union's status as the exclusive bargaining representative of all employees covered by this contract. Each party shall bring to the attention of all employees in the units covered by this contract, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to insure adherence to this purpose.

Article 3 Recognition

Section 1. The Employer/Hospital hereby recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees in the collective bargaining unit certified by the National Labor Relations Board in case No. 3-RC-9506.

Included:

All registered nurses employed by the Employer/Hospital at its Abbott Road, Buffalo; Southwestern Boulevard, Orchard Park; and Orchard Park Road, West Seneca; New York facilities, including nurses employed at the Employer/Hospital's Skilled Care Nursing Facility, the Mercy Ambulatory Care Center, Orchard Park, Mercy Health Center, Mercy Ambulatory Care Center-Western New York Medical Park, and Long Term Home Health Care Programs facilities.

Excluded:

All other professional employees, office clerical employees, technical employees, service and maintenance employees, guards and supervisors as defined in the Act.

Section 2. The Employer/Hospital shall provide the Union on a bi-monthly basis a list of all newly hired employees and additions to the bargaining unit, a list of employees who have changed category or status, a list of terminations and deletions from the bargaining unit, a list of name and address changes and an alphabetical bargaining unit list with social security numbers.

Article 4

Access to Hospital-Union Representatives

Section 1. Accredited Union officers and representatives not employed by the Employer/Hospital, who must visit the Employer/Hospital to discharge the Union's duties as the employees' collective bargaining representative, may do so at reasonable times by advance notice to the Director of Human Resources or his designee, so long as said officers or representatives do not interfere with the work of the employees in patient care areas and the orderly operation of the Employer/Hospital.

Section 2. Advance notice of at least twenty-four (24) hours shall be provided.

Section 3. The Union will furnish the Employer/Hospital with a list of accredited officers and representatives as changes occur.

Article 5

Non-Discrimination

Neither the Employer/Hospital nor the Union shall discriminate against any employee, in any matter relating to wages and conditions of employment, because of race, color, creed, religion, national origin, sex, age, marital status, veteran status, citizenship, disability status, sexual preference, or activity or lack of activity on behalf of the Union in accordance with applicable State and Federal laws.

Article 6

Union Membership

Section 1. Each employee who is a member of the Union on the execution date of this Agreement shall remain a member thereof as a condition of his/her continued employment. Each employee hired on or after the date of this Agreement may elect to join the Union not later than the thirty-first (31st)

consecutive day following his/her date of hire. If the employee elects to join the Union, he/she shall remain a member thereof as condition of his/her continued employment. Any member of the Union may act on his/her membership on the anniversary date of this Agreement or within thirty (30) days thereafter.

Section 2. An employee hired after the date of this Agreement not wishing to join the Union shall be required to pay to the Union an agency fee equal to the amount of Union dues as a condition of his/her continued employment. An employee of the Employer/Hospital prior to the signing of this Agreement, may elect not to join the Union and shall be required to pay an agency fee as a condition of employment.

Article 7 Dues Deduction

Section 1. The Employer/Hospital agrees to make deductions of proportionate amounts of Union membership dues or agency fees, hereinafter referenced to as "dues or fees," each payroll period and initiation fees from the pay of an employee, upon receipt of a dues or fees deduction authorization card, signed by such employee, and to pay to the Union the amounts thus deducted no later than ten (10) days after the end of the preceding month during which deductions were made. Dues or fees deductions will begin as soon as possible after receipt of the signed authorization card in accordance with the Employer's/Hospital's normal payroll procedures. The request for dues or fees deduction may be revoked by the employee at any time upon his/her written request to the Employer/Hospital.

Section 2. The Employer/Hospital agrees to make payroll deductions of Union dues and one (1) initiation fee or agency fees when authorized to do so by the employee on the appropriate form in an amount certified to the Employer/Hospital by the Secretary-Treasurer of the Union and to pay over to the Secretary-Treasurer of the Union any amounts so deducted. Changes in the amount of the initiation fee, dues and agency fees will be certified to the Employer/Hospital thirty (30) calendar days prior to the effective date of the change.

Section 3. The Employer/Hospital agrees to furnish the Union the following information about each employee covered by this Agreement on a monthly basis and on a computer report or in some other manner agreeable to both Employer/Hospital and Union: Social Security number, payroll/employee number, name, sex, category of employee, Union Local number, authorized dues or fees deduction, department code, title code, hourly rate, seniority date, residence address (including zip code), birth date, amount of dues deducted,

amount of initiation fees deducted by the Employer/Hospital in a prior month. The following information will also be provided: employer name, mailing address, contact person and telephone number, dues month and year and dues deduction frequency, bi-weekly.

The information listed above will be taken from Employer/Hospital records and will be sent to the Union with the dues and fees collected no later than ten (10) days after the end of the preceding month during which deductions were made.

Section 4. The Employer/Hospital assumes no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions, but will correct any errors made in making such deductions in the payroll period following notice of such errors. The Union further agrees to hold the Employer/Hospital harmless for any and all claims arising out of claims under this article.

Article 8 COPE Deductions

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

Section 2. The Employer/Hospital assumes no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions, but will correct any errors made in making such deductions in the payroll period following notice of such errors. The Union further agrees to hold the Employer/Hospital harmless for any and all claims arising out of claims under this article.

Article 9 Union Representation

Section 1. The Union may select from employees in the bargaining unit union stewards for the purpose of handling grievances or for any other legitimate union business. Union officers, executive board members and chief stewards shall be considered to be stewards for the Union.

Section 2. The Union shall furnish the Employer/Hospital with a list of designated union stewards inclusive of name, work area and shift on an annual basis. The Union will then give written notice to the Employer/Hospital of any change in stewards as they occur.

Section 3. Stewards shall restrict their activities to the handling of grievances and other legitimate Union business. In this connection, stewards shall be provided a reasonable amount of time. Such time shall be without pay and shall be reflected on the employee's time card.

Section 4. The following represents examples for which Union business will be paid by the Employer/Hospital:

- a.) time spent in meetings mutually agreed upon between the Union and the Employer/Hospital;
- b.) time spent in processing grievances;
- c.) time spent in grievance meetings or arbitration hearings where the steward's presence is required by the Union;
- d.) time spent in representing employees at corrective action investigations and/or meetings;
- e.) time spent in the preparation for and/or conduct of negotiations between the Union and the Employer/Hospital for a successor to this Agreement.

Section 5. Such paid time shall be dealt with in a bank of "non-productive" time available to the union for the purposes set forth above and shall be administered by the Union. In all cases, the time shall be arranged by reasonable prior notice, and accounted for through the appropriate time recording system, and shall not exceed the dollar amount outlined in Section 6. below, except that the amounts do not preclude the payment of any additional sums, as determined in the discretion of the Employer/Hospital President for the payment of time spent by union stewards and/or officers meeting with the Employer/Hospital at mutually agreed upon times for matters of mutual interest.

Section 6. The union business fund shall be non-cumulative and is available as a joint pool of dollars for the Registered Nurse (RN) and the Service, Technical and Clerical (STC) bargaining units. The amount of the union business fund shall be seventy-five thousand dollars (\$75,000.00) per contract year.

The parties are encouraged to resolve any disputes resulting from the administration of the fund outlined in Sections 4., 5. and 6. above. Where any

such resolution is not possible, the matter shall be referred to a joint committee of six (6) members (three [3] Union and three [3] Employer/Hospital) who shall convene upon notice by either party for the purpose of resolving the dispute. The decision of the committee shall be binding upon all parties involved.

Section 7. The union stewards shall obtain the approval of their supervisors where appropriate before attending to grievance matters or other legitimate Union business. Such approval shall not be unreasonably withheld.

Section 8. Local union officers and executive board members shall be granted unpaid time as outlined below to perform the duties of their offices:

- a.) union officers up to seven (7) days per pay period; and
- b.) executive board members, up to five (5) days per board member per pay period, non-cumulative, is available as a joint pool to represent both the registered nurse and the service, technical and clerical bargaining units each contract year.

The local union shall provide notice of such time off prior to the posting of the schedule for the date(s) requested. Should notice not be provided prior to the posting of the schedule it will be the responsibility of the Union to obtain a replacement for the individual. The replacement may not result in an overtime situation unless approval is obtained from the appropriate manager.

Section 9. The Employer/Hospital may create vacant regular positions for the hours scheduled off for the executive board member. The Union shall provide the Employer/Hospital at least thirty (30) calendar days notice of such return.

However, if such Local Union officers and executive board members are granted unpaid time for grievance handling or processing they shall be paid out of the Union business fund as provided for in Sections 4., 5. and 6. above.

Section 10. Employees who are elected or appointed to a bargaining committee, for the purpose of negotiating a successor to this Agreement, will be excused from work for contract negotiations and union bargaining caucus.

Section 11. Employees who are elected or appointed to positions within or on behalf of the Union shall be granted a total of ninety (90) unpaid (90) days under the same conditions as outlined in Section 8. above. The cumulative amount of time for the bargaining unit to be provided under this section shall not exceed one hundred twenty-(120) days in any given contract year.

Section 12. The Employer/Hospital will provide union representatives twenty (20) minutes of time to meet with new employees covered by this Agreement

during the initial week of employment at a time and location to be determined by the Employer/Hospital.

Section 13. Any local union officers and executive board members that are excused from work for union business under this Article of this collective bargaining agreement, will not experience any loss in seniority, category of employment, wages, grade/step or benefits (e.g. retirement) related to Union business.

Definitions and procedures relating to this Section are outlined and shall be followed according to Memorandum of Understanding #10, entitled Union Representation.

If circumstances exist, where an officer or executive board member is replaced, either temporarily or permanently, with another union representative, the Union shall notify the Director of Human Resources. Arrangements shall be determined between the parties to allow the member who replaces an officer or executive board member to ensure that there will be no reduction in benefit accrual.

Any union representative that is requested to participate in a joint Employer/Union committee, will receive time off from work and pay to attend such meetings.

Article 10 Access to Union Representation

Section 1. Where an investigative interview of an employee by a Employer/Hospital representative could lead to discipline for such employee, the employee is entitled to and shall be offered Union representation during such interview.

Section 2. At any meeting between an employee and any representative(s) of the Employer/Hospital at which discipline is to be administered, the employee is entitled to and shall be offered Union representation.

Article 11 Grievance Procedure

Section 1. A grievance, under this Agreement, shall be defined as a claim of an employee, the Union or the Employer/Hospital covered by this Agreement, which involves the interpretation of, administration of, or compliance with a specific provision of this Agreement.

Section 2. In the event of any grievance the aggrieved employee may, at the employee's option first discuss the grievance informally with the employee's immediate supervisor. If the grievance is not resolved informally or if the employee elects not to discuss the grievance informally, such grievance shall be presented in writing to the Employer/Hospital as provided below:

- Step 1. a.) The grievance shall be reduced to writing on forms provided by the Union, signed by the employee and/or Union representative and presented to the immediate supervisor. The written grievance shall include the name and position of the grievant, the date, the basis of the grievance and relief requested, and the clauses or provisions of the Agreement involved.
- b.) Such written grievance must be submitted within twenty-five (25) calendar days after the event or events giving rise to the grievance occurred or within twenty-five (25) calendar days after those events should reasonably have been known or the grievance shall be deemed waived however, if the grievance is for any claim, for which the arbitrator directs the payment of overtime, wages and fringe reimbursement to an employee, such period shall not limit the period of time for which recovery may be had.
- c.) The grievance will be taken up in a meeting within seven (7) calendar days after the grievance is filed, between the employee, the Union representative and the immediate supervisor. A written response to the grievance shall be given to the Union representative and the Union within five (5) calendar days after the meeting.

Step 2. If the grievance is not resolved at Step 1., the Union may submit the grievance to the appropriate Director/designee within seven (7) calendar days after receipt of the Step 1. written answer. Within seven (7) calendar days from the receipt of the written grievance, the appropriate Director/designee shall meet at a mutually agreeable time and place with the Union representative(s), to a maximum of two (2), in an attempt to resolve the grievance. The grievant may be present at the Union's option. A second management representative may be present at the Employer/Hospital's option. The Director/designee shall respond in writing to the Union representative and the Union within five (5) calendar days after the Step 2. meeting.

Step 3. If no mutually satisfactory conclusion is reached at the end of Step 2, the grievance may be appealed to the designated Human Resources representative within ten (10) calendar days of receipt by the Union of the Step 2 answer. A meeting at a mutually agreeable time and place shall be held within seven (7) calendar days with Union representatives, the Director for the department/clinical area and the designated Human Resources representative. The Employer/Hospital shall render a written answer to the Union within seven (7) calendar days of the Step 3. grievance.

Step 4. If the grievance is not resolved at Step 3., either party to this Agreement desiring to move the grievance to arbitration, must give notice of intention to arbitrate to the other party (designated Human Resources representative or CWA Representative). The grievance may be resolved by the Mini-Arbitration Procedure if mutually agreed to by the Employer and the Union as agreed upon by the parties and attached to this agreement as MOU #7 and pursuant to those guidelines. Should the matter necessitate formal arbitration, the party desiring arbitration shall send a letter to the Federal Mediation and Conciliation Service requesting arbitration identifying the grievance and including whatever forms are required by the mediation service and requesting the mediation service to send to each party a list of seven (7) names of arbitrators, within forty-five (45) calendar days of receipt of the Step 3 written answer or the grievance shall be considered to be discontinued.

Section 3. 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.

Section 4. The arbitrator shall render his/her decision in writing to the Employer/Hospital and the Union, which decision shall be binding upon both parties and employees covered by this Agreement. The arbitrator shall render a decision within thirty (30) calendar days following the close of the arbitration proceeding unless otherwise authorized by mutual agreement of the Employer/Hospital and the Union.

Authorization to extend time limits on the arbitrator's decision shall not be unreasonably withheld by either party.

Section 5. The arbitrator shall have no authority to add to, to alter, amend or change in any way the terms and conditions of this Agreement and shall confine

his/her decision to a determination of the facts and interpretation of, administration of, and compliance with the provisions of this Agreement. The arbitrator shall have the authority to modify corrective action, inclusive of an award to reinstate a discharged employee, with some or all of the time the employee had been terminated being considered as a suspension.

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

Section 7. The cost and expense of the arbitrator and the arbitration hearing room shall be shared equally by the incurring parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the costs of the other.

Section 8. It is the intent of the Employer/Hospital and the Union that grievances be resolved at the lowest possible Step and be processed as rapidly as possible. The number of days indicated at each Step of the procedure should be considered as maximum and every effort should be made to expedite the process. However, when mutually agreed in writing, the time limits may be extended at any Step.

Section 9. A grievance involving discharge or improper layoff must be initiated in writing and submitted directly at Step 3. within five (5) calendar days of written notice to the Union of the occurrence. Failure to initiate and submit such grievance in accordance with this provision shall be deemed a waiver of the grievance.

Section 10. Any grievance not answered within the specified time periods may be appealed to the next Step of the grievance procedure immediately. Grievances may be entertained at any Step by the mutual consent of the parties in writing.

Section 11. Union group or general grievances and Employer/Hospital grievances may be filed in writing by the Union or the Employer/Hospital directly at Step 3. of the grievance procedure provided, however, the twenty-five (25) day provision in Step 1. shall continue to apply.

Section 12. 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/Hospital and the Union.

Section 13. The decision of the arbitrator may or may not include "make whole" decisions with respect to lost wages, benefits and other terms of employment. If an arbitrator shall award back wages covering the period of an

employee's separation from the Employer/Hospital's payroll, the amount as awarded shall be less any unemployment compensation received.

In addition, the arbitrator shall have the authority to determine what if any other interim earnings or other deduction(s) should be appropriately deducted from such back pay awarded.

Article 12

Corrective Action

Section 1. No employee shall be discharged or issued corrective action without just cause. Copies of all written notices of discharge and warnings shall be furnished to the involved employee and the Union.

Section 2. Any dispute involving the administration of corrective action may be processed in accordance with the grievance and arbitration procedure set forth herein.

Section 3. The Employer/Hospital 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 and time lapse between offenses. In cases of serious misconduct the step may be accelerated 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 work behavior and/or work performance. It is meant to aid in improvement of behavior and/or job performance. At the written warning or administrative leave step, corrective actions that are needed will be identified, reduced to writing and a copy will be provided to the employee.

Counseling directed solely at work improvement will not be considered as corrective action. Counseling, whether directed at work improvement or changes in behavior shall not be included in the personnel file.

Section 6. The documentation of current corrective action measures shall

remain in the employee's personnel file for a period of eight (8) months for verbal warnings, twelve (12) months for written warnings and eighteen (18) months for final written warnings after which time such documents shall be removed.

Section 7. If no infraction or performance/behavior problem of the same or similar nature occurs within eight (8) months for verbal warnings, twelve (12) months for written warnings or eighteen (18) months for final written warning from the last imposition of corrective action, future corrective action measures for such infractions shall commence at the beginning of the corrective action process subject to Section 4. above.

Section 8. It is agreed to and understood by the parties that an employee with an active verbal warning (in writing) in their personnel file shall be considered as an eligible bidder on a new position or when applying for tuition assistance.

Section 9. An employee with an active written warning in his/her personnel file who has had no further corrective action within six (6) months of receipt of the written warning will be considered to be an eligible bidder on a new position or when applying for tuition assistance.

Section 10. In cases where serious misconduct is alleged and an investigation is warranted, the employee will be placed on a fully paid administrative leave until the investigation has been completed. If as a result of the investigation, the Employer alleges that serious misconduct has occurred, the Employer will have the option to impose a one (1) day suspension without pay as an alternative to termination.

Article 13 Personnel Files

Section 1. All non-probationary employees have the right, upon written request on a form provided by the Employer/Hospital to the Human Resources representative to inspect and receive copies of documentation from their personnel files. The Employer/Hospital shall provide an employee copies of up to ten (10) pages of documents from his/her personnel file, but any balance over ten (10) pages shall be at the employee's expense.

Section 2. All documents placed in the employee's file shall be initialed and dated by the employee at the time of examination. Initialing does not constitute agreement with the contents of any document. The employee shall have the right to respond in writing to any document in the file within ten (10) days of learning of the documents. Such response shall become part of the employee's personnel file.

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

Section 4. Employee files are the property of the Employer/Hospital.

Article 14 Probationary Period

Section 1. All employees shall be probationary for a period of ninety (90) calendar days following their date of hire inclusive of the orientation period. Periods of leaves of absence shall not be counted as days toward the completion of the probationary period.

Section 2. During this probationary period, the Employer/Hospital may discipline or discharge a probationary employee without recourse to this Agreement.

Section 3. The probationary period may be extended by thirty (30) calendar days, at the Employer/Hospital's option, by giving notice of extension in writing to the employee seven (7) days prior to the expiration of the ninety (90) day probationary period. A copy of such notice shall be furnished to the Union.

Section 4. After successful completion of the probationary period employees shall have their seniority computed from their last date of hire.

Article 15 Categories of Employees

Section 1. A regular full-time employee is defined as one who is regularly scheduled to work thirty-seven and one-half (37.5) hours per week. The only exception shall be extended shift employees, where a regular full-time employee is defined as one who is regularly scheduled to work a minimum of thirty-four and one-half (34.5) hours per week.

Section 2. A regular part-time employee is defined as one who is regularly scheduled to work less than thirty-seven and one-half (37.5) hours per week but fifteen (15) hours or more per week or thirty (30) hours or more per pay period.

Section 3. A flexible employee is defined under Article 17 of this Agreement.

Section 4. A weekend employee is defined under Article 16 of this Agreement.

Section 5. A per diem employee is defined as one who works on a day to day basis in accordance with the provisions of Article 18, Per Diem Employees.

Section 6. A temporary employee is defined as one who is hired for a specific job of limited duration in accordance with the provisions of Article 19, Temporary Employees.

Article 16 Weekend Employees

Section 1. A weekend employee is defined as one who is hired to work and is regularly scheduled to work every Saturday and Sunday or every Friday and Saturday night. Weekend employees will be required to work the same shift duration as the unit/department to which they are assigned.

Section 2. Employees hired to work in this capacity shall be paid in accordance with Article 24, Salaries.

Section 3. Weekend employees that work during the week will be compensated in accordance with the wage schedule contained in Article 24, Salaries based on the provisions of that article.

Section 4. Employees in this category of employment are eligible for shift differential in accordance with Article 27, Shift Differential and Article 24, Salaries.

Section 5. An employee hired to work in this capacity shall be eligible for legally required benefits.

Section 6. Employees hired to work in this capacity shall be required to work every weekend. Employees in this category of employment shall be scheduled a maximum of ten (10) shifts off per calendar year without pay. In the event a weekend employee experiences a loss addressed in Article 35, Bereavement Leave, he/she shall be approved for up to a maximum of an additional two (2) shifts off without pay according to the conditions set forth in that article. Time off requests will be approved as follows:

- a.) Requests for weekends off must be submitted to the manager one (1) week prior to the posting of the schedule.
- b.) An employee's manager must approve requests for weekend days off.
- c.) No more than two (2) weekend shifts may be scheduled off per year, during the week prior to President's Holiday week, the week prior to Easter, the week following Easter, Independence Day week,

Thanksgiving week, and Christmas week. Weekend employees may take two (2) weekend days off in the period between June 1 and September 15. If no other employee has requested and has been approved for the time, the weekend employee may request the additional time off in the above referenced time frames.

- d.) When there are requests from more than one (1) employee for the same time off, the employee with the highest seniority date, regardless of his/her category of employment, shall be given preference.

Section 7. Weekend employees will be required to attend mandatory in-service programs in accordance with Employer/Hospital policies and shall be paid for such time.

Section 8. Employees in this category of employment may volunteer to work additional shifts after employees have had their schedules determined, and as outlined in Article 21, Hours of Work. If an employee in this category works an extra shift(s) during a work week (Monday through Friday or Sunday through Thursday), he/she shall accrue PTO for those shifts up to a maximum of two (2) full shifts per year.

Section 9. Weekend employees will accrue seniority as per Article 48, Seniority.

Section 10. Employees in this category of employment will not be required to participate in the on-call rotation.

Section 11. Employees in this category of employment will be required to work holidays that fall on a weekend and will be compensated at the rate of one and one-half (1.5) times their rate for all hours worked on the holiday as defined in Article 30, Paid Time Off, Section 13.

Section 12. If a regular full-time, regular part-time or flexible employee transfers into a weekend position, the employee's accrued unused PTO will be paid within four (4) weeks from the date of transfer.

Section 13. Regular employees that transfer into a weekend position will have all accrued unused extended sick time frozen in their Extended Sick Leave Bank (ESLB) for the duration of their time as a weekend employee. If a weekend employee transfers into a regular full-time, regular part-time or flexible employee position his/her ESLB will be available for use as per Article 31, Extended Sick Leave.

Section 14. If a weekend employee is subject to layoff he/she will be entitled to pursue

a position in the bargaining unit in the weekend employee category of employment and in the sequence outlined in Article 54, Layoff and Recall. If the weekend employee category of employment is eliminated or if the least senior weekend employee is subject to layoff, the weekend employee shall be entitled to pursue a position in the bargaining unit in the regular part-time and flexible part-time categories of employment.

Section 15. Employees in this category of employment will be floated, resourced, and downstaffed in accordance with Article 23, Floating, Resourcing and Downstaffing.

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

Article 17 Flexible Employees

Section 1. A flexible employee is one who is hired to work full-time or regular part-time and will be considered full-time or regular part-time for the purposes of benefit calculation. Flexible employees respond to variations in work load created by decreases in census and/or acuity.

Section 2. DEFINITIONS :

- a.) A flexible full-time employee is defined as an individual regularly scheduled to work thirty-seven and one-half (37.5) hours per week, who receives full-time benefits for his/her scheduled hours of work. A flexible full-time employee will not be flexed down below thirty-four and one-half (34.5) hours per pay period.
- b.) A flexible regular part-time employee is defined as an individual regularly scheduled to work less than thirty-seven and one-half (37.5) hours per week, who receives benefits for his/her scheduled hours of work. Flexible regular part-time employees will not be flexed down below fifteen (15) hours per pay period.

Section 3. Flexible employees will be hired onto a unit or float pool that is part of the Patient Care Service Division.

This category of employee is only authorized for the Patient Care Services Division.

Section 4. If staffing levels exceed work load requirements as determined by an appropriate manager and the downstaffing language has been exhausted, flexible employees will be canceled or reassigned, as deemed appropriate.

Flexible employees will be given priority for work over per diem employees.

Section 5. Flexible employees may be used to cover both full and partial shifts. Flexible employees may be assigned to a clinical unit/department for less than an entire shift.

Section 6. When an appropriate manager determines that a clinical unit/department has an excess of flexible personnel, the appropriate management staff will be notified to determine if there is an opportunity for an alternative assignment. If there is no alternate assignment, the flexible employee will be notified by the appropriate manager of the shift cancellation. Reasonable effort will be made to contact the flexible employee prior to the start of his/her scheduled shift.

Section 7. An individual may be placed into a full-time position which combines a regular part-time vacancy and a flexible regular part-time vacancy through the layoff and recall procedure or through the job posting procedure. Should an employee hold such a position the individual will be eligible for full-time benefits. The number of such positions will be determined by management.

Section 8. The number of flexible employees will not exceed five percent (5%) of the RN Bargaining Unit.

Section 9. All provisions of this Agreement shall apply unless otherwise specified in this article.

Article 18 Per Diem Employees

Section 1. A per diem employee is one who works on a day-to-day, as needed basis, without a guarantee of set hours per week.

Section 2. Per diem employees will be required to attend mandatory in-service programs in accordance with Employer/Hospital policy and shall be paid for such time.

Section 3. A per diem employee can bid on regular full-time, regular part-time, weekend and flexible positions through the job bidding/posting process.

Section 4. A candidate for per diem status must have a minimum of one (1) year experience in the area they are hired for or must have completed six (6) months of employment as full-time employee or one (1) year as regular part-time employee. An outside candidate for per diem status must have a minimum

of one (1) year experience in the area they are hired for. A change to per diem status requires two (2) weeks of advance notice and agreement by the department head. Agreement shall not be unreasonably denied.

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

- a.) Per diems shall communicate with the appropriate manager(s) one week prior to the posting of the schedule to commit to their required shifts. A minimum of three (3) shifts per month including a minimum of two (2) weekend shifts, must be scheduled and worked in order to maintain per diem status. In addition, per diem employees must work one of the following holidays: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day each calendar year.
- b.) A per diem employee will not be permitted to work more than three (3) day shifts per month, except to cover absences which are related to disabilities, workers' compensation, leaves of absence, when the per diem employee is willing to accept the shift and hours of the employee who is on leave.
- c.) An employee who is currently a per diem employee, shall work either the evening shift or night shift; or the day shift coupled with either the evening shift or the night shift, at the employee's discretion.
- d.) An employee who moves into per diem status may request to work either evenings or nights, except to cover absences which are related to disabilities, workers' compensation, leaves of absence, when the per diem employee is willing to accept the shift and hours of the employee who is on leave. The only exception will be when a department is regularly closed on the evening and night shifts.

Section 6. An employee who is accepted into a per diem position must work the shift length scheduled in that department for all of his/her commitment days. An employee shall also indicate at the time of change to per diem status what unit(s) they are available for.

Section 7. Employees who change to per diem status shall remain in the salary grade and step they were in as a regular employee and shall advance on the wage progression scale as outlined in Article 24, Salaries.

Section 8. Per diem employees are not entitled to paid time off benefits.

Employees who transfer to a per diem position shall not lose any paid time off prior to the transfer. The employee shall be paid all accrued, unused paid time off.

Section 9. A per diem employee who fails to meet the minimum monthly requirements or the holiday commitment as specified above, where opportunities have been offered, such employee shall receive a written notice of their failure to meet their commitment. Should a per diem employee again fail to meet his/her minimum monthly requirement within twelve (12) months of written notice, such per diem employee shall receive a written termination notice. Copies of written notice sent to per diem employees shall be furnished to the Union.

Section 10. Per diem employees may not be required to take charge responsibility but may do so voluntarily.

Section 11. Per diem employees will have seniority as defined in Article 48, Seniority.

Section 12. Per diem employees shall be required to share in the on-call responsibilities for their designated unit/department. A per diem employee shall not be required to assume on-call responsibility more than six (6) times per year.

Section 13. If a per diem employee is regularly scheduled to work fifteen (15) or more hours per week, for a period of six (6) months or more, the position will be converted to a regular position, with the category of employment equal to the hours worked per week. The only exceptions will be per diem employees who are working to cover leaves of absence, workers' compensation, disability or a position for which the Employer/Hospitals actively recruiting.

Article 19 Temporary Employees

Section 1. A temporary employee is an employee designated as such, hired for a specific job of limited duration not exceeding six (6) months. This period may be extended for up to another six (6) months by mutual agreement of the Employer/Hospital and the Union.

Section 2. Temporary employees will not be utilized to do bargaining unit work which can be performed by available qualified laid off employees.

Section 3. If a temporary employee is selected to fill a regular position, the employee's original date of hire will be maintained, but the employee's probationary period will begin on the date he/she begins work in the regular position.

Section 4. If the Employer/Hospital desires to permanently fill a position that has been filled by a temporary employee, the position shall be filled through the normal process as outlined in Article 50, Filling of Vacant Positions.

Article 20 Job Description

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. If the Employer/Hospital is considering a change(s) in an existing job description within the bargaining unit, the Employer/Hospital will provide the change(s) to the Union in writing thirty (30) days prior to the proposed implementation of the change(s) for the purpose of giving the Union an opportunity to discuss the change(s).

If the Union disagrees with the rate of pay as proposed by the Employer/Hospital, they may proceed directly to arbitration under Article 11, Grievance Procedure, provided it does so within twenty (20) calendar days from the date in which the revision or rate is set and announced.

Article 21 Hours of Work

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

Section 2. The regular work shifts shall be:

a.) The regular work shifts for employees working twelve (12) hour shifts, including the thirty (30) minute unpaid meal period will be:

- (1) Day Shift: Majority of hours worked between 6:30 am to 7:00 pm;
- (2) Evening Shift: Majority of hours worked between 10:30 am to 11:00 pm; and
- (3) Night Shift: Majority of hours worked between 6:30 pm to 7:00 am.

b.) The regular work shifts for employees working ten (10) hour shifts, including the thirty (30) minute unpaid meal period will be:

- (1) Day Shift: Majority of hours worked between 7:00 am to 5:00 pm;
- (2) Evening Shift: Majority of hours worked between 1:00 pm to 11:00 pm; and
- (3) Night Shift: Majority of hours worked between 10:00 pm to 8:00 am.

c.) The regular work shifts for employees working eight (8) hour shifts, including the thirty (30) minute unpaid meal period shall be:

- (1) Day Shift: Majority of hours worked between 7:00 am to 3:00 pm;
- (2) Evening Shift: Majority of hours worked between 3:00 pm to 11:00 pm; and

(3) Night Shift: Majority of hours worked between 11:00 pm to 7:00 am.

The Employer/Hospital reserves the right to determine the hours of work for any vacant position.

Section 3. Due to the nature of the work performed by the Employer/Hospital as an institution which provides around the clock care of patients, all work schedules will be established in the best interest of meeting patient care needs. It is understood that as department needs change, the work schedules may also change.

Section 4. Should it become necessary to make a change in the work days or hours of an occupied position(s), including the establishment of varying starting and ending times, the Employer/Hospital will request volunteers from within the job classification and department/clinical unit affected. If there are insufficient volunteers, then the position(s) occupied by the least senior employee(s) shall be designated for the change. The Employer/Hospital will provide at least thirty (30) calendar days notice to the affected employee(s) and to the Union prior to the implementation date.

- a.) If the change in hours varies by one (1) hour or less and if the employee(s) chooses not to accept the position, then the employee(s) shall be processed according to the layoff and recall procedure, except that they shall not be allowed to bump.
- b.) If the change in hours varies by more than one (1) hour and the employee(s) chooses not to accept the position, the employee(s) shall be placed according to the layoff and recall procedure.

It is further agreed that should an individual employee's hours be changed in accordance with the preceding paragraph, such employee will not be subject to another change in hours for a twelve (12) month period from the actual date of movement into the changed hours. Nothing in this section is to be construed to limit the rights of the Employer/Hospital provided in Article 52, Management Rights, of this Agreement.

Section 5. Should it become necessary to make a change in the hours of operation in any clinical unit or department, the Employer/Hospital will produce a suggested change in writing at least thirty (30) calendar days prior to its proposed implementation and give the Union an opportunity to write and present a proposal within seven (7) calendar days for discussion regarding the change prior to the date of implementation.

Section 6. The responsibility for scheduling employees rests with the supervisor and department head. Notice of work schedules shall be given to

employees at least two (2) weeks in advance of the time reflected on the schedule and will cover a minimum two (2) week period. Work schedules may not be changed without the knowledge and agreement of the responsible supervisor, and the affected employee.

Section 7. An employee may request to have his/her regular scheduled day off routinely scheduled for a specified period of time under specific circumstances (e.g. attending school every Tuesday for a ten [10] week period). Such routine time requests shall be made at least two (2) weeks prior to the posting of the time schedule. The approval or denial of these routine requests shall be communicated to the employee within one (1) week of receipt of the request by the manager. Such requests shall not be unreasonably denied. A full-time employee may request and shall receive either the Friday before or the Monday after a scheduled weekend of work as a day off. The employee's preference will be honored if possible.

Section 8. An employee may make a special request to have his/her regular day off scheduled on a specific day for a particular special occasion (e.g. child's college graduation or wedding). Such special requests for a regular day off shall be made between six (6) months and three (3) months prior to the posting of the time schedule. The approval or denial of these special requests shall be communicated to the employee within one (1) week of receipt of the request by the manager. Such requests shall not be unreasonably denied.

Section 9. Any employee desiring to schedule a day off during the period of the posted schedule must find a qualified employee replacement. Such request must be in writing and may be approved by the appropriate manager. Such requests shall not be unreasonably denied. The employee desiring the time off must utilize available PTO hours for the absence. It is agreed and understood that the employee who has agreed to work to allow the other employee to have off a scheduled day cannot cancel this extra shift.

An employee may switch/trade scheduled shifts on an equal basis with another qualified employee with approval from the appropriate manager. A per diem employee who agrees to work for another employee as provided in this section shall not have that shift counted toward meeting his/her minimum work requirement as specified in Article 18, Section 5., Per Diem Employees.

Section 10. Flexible work plans involving one or more individuals or extended shift arrangements (e.g., ten [10] or twelve [12] hours) involving individuals in a specific clinical unit/department may be adopted or discontinued by the Employer/Hospital. The Employer/Hospital shall provide the Union with forty-five (45) calendar days notice of such adoption or discontinuance. The terms and conditions relative to such plans that are

adopted shall be in accordance with Article 58, Extended Shifts. The Employer/Hospital and the Union agree to negotiate with regards to the impact of the Employer/Hospital's decision to discontinue extended shifts of one or more employees. Such negotiations shall not delay the implementation of the Employer/Hospital's decision.

Section 11. Scheduled weekend work shall be evenly divided among employees assigned to a department/unit. Each department/unit will have the option of determining weekend scheduling preference no later than October 15th of each year for the following calendar year. Options will include:

- a.) not being required to work more than twenty-six (26) weekends (consecutive days) per calendar year; or
- b.) shall be entitled to at least every other weekend off.

Any employee who accepts a position on another department/unit must adhere to the weekend work schedule of that department/unit regardless of the number of previous weekends worked prior to the effective start date on the new department/unit.

Section 12. If an employee is absent, on any scheduled weekend shift of work, he/she will be required to make up the missed weekend duty according to the staffing needs of the unit or department unless:

- a.) the employee, in accordance with established practice, is not scheduled to work weekend duty for which the employee would otherwise be scheduled to work because the employee is taking vacation week(s) immediately prior to or following such weekend duty. It is understood by the parties that employees may be off the weekend shift immediately prior to the start of their vacation and the shift immediately following a vacation;
- b.) the employee is on bereavement leave and the missed weekend duty occurs during such leave;
- c.) the employee is on disability or workers' compensation in excess of seven (7) consecutive days;
- d.) the employee is not needed according to the staffing requirements of the unit within the next twelve (12) consecutive weekends following the missed weekend;
- e.) the employee is hired for a specific weekend requirement or has requested and is regularly scheduled to work weekends;

- f.) the employee is scheduled off due to a major holiday on what would have normally been a scheduled Sunday to work.

Section 13. Weekend coverage in the operating room shall be done on a voluntary basis. If there are no volunteers, then the weekend will be assigned on a rotating basis according to inverse seniority. Any RNs regularly working weekends shall be exempt from weekend rotation.

Section 14. Should the Employer/Hospital decide to require positions that do not currently have a weekend commitment to work weekends, the Employer/Hospital will provide thirty (30) calendar days notice to the affected employee(s) and to the Union prior to the implementation date, if the position is occupied. The weekend commitment for these employee(s) shall be governed by the applicable terms of this Agreement.

Section 15. Any employee who has agreed to work an additional consecutive shift may request her/his next scheduled shift off if such shift begins less than ten (10) hours from completion of the additional consecutive shift. Such request may not be unreasonably denied.

Section 16. Employees shall not be scheduled for a shift beginning less than ten (10) hours from the end of their last scheduled shift except on a voluntary basis.

Section 17. Meal and rest period will be scheduled as follows:

- a.) employees working at least six (6) or more consecutive hours in a normal work day shall be entitled to a thirty (30) minute unpaid meal period. The meal period shall not be counted as time worked, and if necessary, the Employer/Hospital shall provide for relief from work duties during such time;
- b.) employees working at least five (5) or more consecutive hours in a normal work day shall be entitled to a twenty (20) minute rest period;
- c.) specific assignments of meal periods and rest periods shall be made by the immediate supervisor;
- d.) employees working a twelve (12) hour shift in a normal work day, shall be entitled to one twenty (20) minute and one fifteen (15) minute rest period;
- e.) should an employee be required, by virtue of workload, to work through a normal meal period, the meal period shall be treated as work time; and

- f.) employees who are required to carry a pager and respond to pages during their meal period shall be paid for their meal period as time worked.

Section 18. Employees shall record their time worked on an automated system designated by the Employer/Hospital. Employees shall be paid for all time worked.

Section 19. Employees scheduled for an extra shift may be canceled upon notice of two (2) hours prior to the start of the agreed upon shift (ninety [90] minutes for day shift employees). If less than two (2) hours (ninety [90] minutes for day shift employees) notice is provided, the shift may be canceled and the affected employee is to be compensated the equivalent of two (2) hours pay at the employee's base rate. Such time will not be considered as time worked for the computation of overtime.

Section 20. An employee may be requested to work an extra shift during the period of the posted schedule with short notice. When an employee is requested to work an extra shift for the subsequent day and verbally agrees to work, such employee may cancel the extra shift not later than two (2) hours prior to the start of the agreed upon shift (ninety [90] minutes for day shift employees). Such cancellation must be made by verbal notification to the employee's respective department.

Section 21. It is agreed to and understood by the parties that extra available shifts will be distributed to qualified employees in the following way:

- a.) A needs list with all extra available shifts will be included with the posting of the schedule and will remain posted for seven (7) days.
- b.) All department per diem employees who have not met their monthly commitment will be considered first.
- c.) All regular part-time and full-time employees for whom the extra hours will not amount to overtime shall be considered next.
- d.) All department weekend employees for whom the extra hours will not amount to overtime will be considered next.
- e.) All qualified regular part-time, full-time and weekend employees who work outside of the department for whom the extra hours will not amount to overtime, will be considered next.
- f.) All department per diem employees for whom the extra hours will not amount to overtime will be considered next.
- g.) If vacant shifts still remain, full-time employees will be considered next and will not be denied.

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

Article 22 Shift Rotation

Section 1. Employees on the first shift who were hired with a requirement for rotation, hold their positions subject to being rotated to cover vacancies on the second and third shifts (Patient Care Services and MNF). Such rotation shall be on an inverse seniority basis from among qualified employees in the same clinical units. No employee shall be rotated to more than two (2) different shifts (not days) per pay period. Shift rotation shall occur after reasonable alternatives have been considered. Employees holding regular positions on the second and third shifts shall not rotate.

Section 2. The following are guidelines for scheduling employees to shift rotation:

- a.) to fill posted but unfilled vacancies for which the Employer/Hospital is actively recruiting;
- b.) to replace an employee who is on an unanticipated disability or leave due to workers' compensation.

Employees shall rotate shifts only after all other alternatives have been exhausted, such as use of per diems or offering extra time to part-timers.

Section 3. Charge nurses shall not be rotated.

Section 4. Employees with ten (10) to fifteen (15) years of seniority shall not be required to rotate more than two shifts: first and second shift or first and third shift. Such employees will be permanently assigned to either the first and second or first and third shift combination based upon seniority and available shift work.

Section 5. Employees with fifteen (15) years of service shall not be required to rotate except on a voluntary basis.

Article 23 Floating, Resourcing and Downsizing

Section 1. The Employer/Hospital and the Union recognize the need for a system to temporarily downsize the staff if the census/workload drops in a unit/department where members covered by this Agreement are employed. If it becomes necessary to temporarily reduce the number of employees in a particular department or unit, the reduction will be completed as follows:

A. Floating:

- 1.) Employees shall be asked to float, to the following sister units only:
 - a.) ED, ED Holding, MACC-IT;
 - b.) OHU, ICU, CCU, ED Holding;
 - c.) 5ME, 6ME, 6MW, Medical Rehabilitation Unit, and any newly created medical or surgical units;
 - d.) 5MW, 7ME, 7MW, 8ME and the Admissions Unit;
 - e.) Maternal Child, L&D, Nursery, NICU, Pediatrics and Perinatal Testing;
 - f.) ASU, OPD, PACU and GI Lab; and
 - g.) Adult Medical Clinic, Imaging, Pediatric Clinic, OB Clinic and Mercy Health Center.
- 2.) Employees who are floated shall not be required to take charge unless they are the only RN assigned to that unit.
- 3.) Employees holding a dedicated charge nurse assignment shall not be floated. An employee who is designated as the charge nurse for a scheduled work day shall not be floated on that particular shift. However, such employee will be required to float prior to any other employee when floating is next necessary on his/her unit when the employee is scheduled to work and is not designated as the charge nurse.
- 4.) Employees who must float may be assigned to a clinical unit/department for less than an entire shift. An employee may only be floated once during their scheduled shift. The exception shall be that extended shift employees may be returned to their "home" unit to complete their extended shift. All other employees may be returned to their "home" unit to take a reasonable assignment, dependent on the time remaining in their shift.
- 5.) The Employer/Hospital shall provide for adequate coverage for the "home" unit prior to assigning an employee to float.
- 6.) Newly hired employees shall not be required to float for three (3) months past the completion of their orientation period.
- 7.) It is understood that if floating is required, it will be done as follows:

- a.) agency employees assigned to the unit shall float first;
- b.) any float employee assigned to the unit that shift shall float next;
- c.) any flexible employee assigned to the unit that shift shall float next;
- d.) any employees who volunteer to and are scheduled for an extra shift shall float next;
- e.) any per diem employee assigned to the unit shall float next;
- f.) a list of regular employees assigned to a unit shall be developed in inverse order of seniority;
- g.) the least senior employee will float first, with subsequent floating being assigned until all employees in that job classification have been floated;
- h.) 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;
- i.) staff who float will work to their level of competence. It is understood that an employee will not be given the sole accountability for a patient and/or assignment if floated to a unit which is outside of his/her area of practice.

B. Resourcing:

- 1.) When the opportunity to float to a sister unit is unavailable and staffing needs exist elsewhere in the facility, an employee may be resourced.
- 2.) If resourced, the employee may be assigned to various clinical units/departments during a scheduled shift. The employee shall not be required to accept a specific assignment that would include a designated patient assignment but may be assigned to assist other employees in the performance of their patient care activities as determined by the appropriate manager.

C. Downstaffing: If it becomes necessary to further reduce the number of employees in a particular department or unit, the above process on floating, and resourcing will be followed. If that fails to adequately reduce the staff on the unit/department, further reduction will be completed as follows:

- 1.) any scheduled overtime (time paid at time and one-half) will be canceled;
- 2.) per diem time in excess of commitment days will be canceled;
- 3.) any scheduled hours in excess of an employee's normal work week or in the case of regular part-time employees in excess of the weekly hours for which they were hired, will be canceled in inverse order of seniority, with the understanding that regular part-time employees shall have the option of utilizing PTO;
- 4.) employees shall be provided the opportunity to be excused from work in order of seniority on a rotating basis with the understanding that the employee accepting this opportunity shall have the option of utilizing PTO or taking the time without pay;
- 5.) per diem commitment days will be canceled;
- 6.) any flex employee assigned to that unit on that shift shall be canceled.

Article 24 Salaries

Section 1.(A) This schedule will be effective the first full pay period in June, 2008 and reflects a four percent (4 %) general increase:

Grade	Hire Rate	1 st Year Anniv.	2 nd Year Anniv.	3 rd Year Anniv.	4 th Year Anniv.	5 th Year Anniv.	8 th Year Anniv.	12 th Year Anniv.	16 th Year Anniv.
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
RN 1	\$25.32	\$26.58	\$27.30	\$27.95	\$28.64	\$29.28	\$31.29	\$32.11	\$32.56
RN 2	\$29.62	\$31.05	\$31.97	\$32.95	\$33.91	\$34.77	\$35.46	\$36.17	\$36.86

Section 1.(B) This schedule will be effective the first full pay period in June, 2009 and reflects a four percent (4 %) general increase.

Grade	Hire Rate	1 st Year Anniv.	2 nd Year Anniv.	3 rd Year Anniv.	4 th Year Anniv.	5 th Year Anniv.	8 th Year Anniv.	12 th Year Anniv.	16 th Year Anniv.
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
RN 1	\$26.33	\$27.64	\$28.39	\$29.07	\$29.79	\$30.45	\$32.54	\$33.39	\$33.87
RN 2	\$30.81	\$32.29	\$33.25	\$34.27	\$35.27	\$36.16	\$36.88	\$37.62	\$38.33

Section 1.(C) This schedule will be effective the first full pay period in June, 2010 and reflects a four percent (4 %) general increase.

Grade	Hire Rate	1 st Year Anniv.	2 nd Year Anniv.	3 rd Year Anniv.	4 th Year Anniv.	5 th Year Anniv.	8 th Year Anniv.	12 th Year Anniv.	16 th Year Anniv.
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
RN 1	\$27.38	\$28.75	\$29.53	\$30.23	\$30.98	\$31.67	\$33.84	\$34.73	\$35.23
RN 2	\$32.04	\$33.58	\$34.58	\$35.64	\$36.68	\$37.61	\$38.36	\$39.13	\$39.86

Section 1.(D) This schedule will be effective the first full pay period in June, 2011 and reflects a four percent (4 %) general increase.

Grade	Hire Rate	1 st Year Anniv.	2 nd Year Anniv.	3 rd Year Anniv.	4 th Year Anniv.	5 th Year Anniv.	8 th Year Anniv.	12 th Year Anniv.	16 th Year Anniv.
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
RN 1	\$28.48	\$29.90	\$30.71	\$31.44	\$32.22	\$32.94	\$35.19	\$36.11	\$36.64
RN 2	\$33.32	\$34.92	\$35.96	\$37.07	\$38.15	\$39.11	\$39.89	\$40.70	\$41.45

Section 2. Progression through the steps of the salary scale shall be automatic and shall become effective on the first day of the next payroll period following the achievement of the time requirement.

Section 3. Should an employee's position be upgraded, he/she shall be placed in the same step in the higher grade. Such employee shall maintain his/her previous anniversary date and shall move to the next step based on that date.

Section 4. Should an employee suffer a downgrade, he/she shall be placed on the same step in the lower grade. Such employee shall maintain his/her previous anniversary date and shall move to the next step on that date.

Section 5. For the purpose of determining a hire rate for new employees, the Employer/Hospital shall credit employees with prior service as a registered nurse at this or another acute care institution as follows:

Completed Years of Service	Credited Service
1	1
2-3	2
4-5	3
6-10	4
More than 10	5

Section 6. All employees shall progress through the steps of the salary scale according to the following time requirements as noted below:

Step 1	Hire Rate;
Step 2	one (1) year;
Step 3	two (2) years;
Step 4	three (3) years;
Step 5	four (4) years;
Step 6	five (5) years;
Step 7	eight (8) years;
Step 8	twelve (12) years.
Step 9	sixteen (16) years.

Section 7. Employees promoted to a higher grade shall be placed in the new grade at a step representing at least three percent (3%) increase in pay and shall advance to the next step in that grade after one (1) year.

Section 8. Employees assigned to charge duties shall be paid an additional one dollar and twenty-five cents (\$1.25) per hour for all hours worked in that assignment.

Section 9. Employees assigned to preceptor responsibilities shall be paid an additional one dollar and twenty-five cents (\$1.25) per hour.

Section 10. Shift differential shall be:

- a.) \$1.75 per hour for the evening shift (3:00 p.m. - 11:00 p.m.); and
- b.) \$2.50 per hour for the night shift (11:00 p.m. - 7:00 a.m.).

Section 11. For all hours worked on the weekend, weekend employees shall be paid the weekend rate of:

- a.) \$45.73 per hour effective the first full pay period of June 2008;
- b.) \$47.56 per hour effective the first full pay period of June 2009;
- c.) \$49.46 per hour effective the first full pay period of June 2010; and
- d.) \$51.44 per hour effective the first full pay period of June, 2011.

For all other hours worked, Weekend Employees shall receive their base wages in accordance with Section 5. and Section 6. above.

Section 12. Job titles in the bargaining unit are as follows:

RN₁

Resident Care Coordinator

Registered Nurse

Radiology Registered Nurse

Case Managers (All Case Managers with a seniority date prior to June 1, 2008 will remain in their current wage scale and progress accordingly)

Discharge Coordinators (All Discharge Coordinators with a seniority date prior to June 1, 2008 will be in the RN₂ scale. Any Discharge Coordinator hired after June 1, 2008 will be in RN₁)

RN₂

Registered Nurse First Assistant

Article 25

Overtime

Section 1. Overtime shall be paid to all employees covered by this Agreement.

Section 2. Paid time off for jury duty, bereavement leave, all union representation time and scheduled PTO days shall be considered as time worked for the purpose of computing overtime pay.

Section 3. Overtime shall be paid at one and one-half (1.5) times an employee's base hourly rate including shift differential, for all hours worked in excess of an employee's regularly scheduled shift or thirty-seven and one half (37.5) hours per week. Notwithstanding the preceding sentence, the employee shall not be paid the overtime rate for the first thirty (30) minutes beyond the end of an employee's regularly scheduled shift to complete work in progress that has been authorized by the employee's supervisor. An employee will be entitled to overtime pay for all hours worked in excess of the employee's regularly scheduled shift where the employee's supervisor has asked the employee to work an additional shift or portion of an additional shift.

Section 4. No employee shall be required to work overtime, but may volunteer to do so.

Section 5. Overtime shall not be paid in addition to supplemental pay unless an employee has worked over forty (40) hours in a work week.

Section 6. Overtime must be authorized in advance by the appropriate supervisor or designee.

Employees shall not receive daily overtime for working less than seven and one-half (7.5) hours per day.

Article 26 Supplemental Pay

Section 1. Supplemental pay shall be paid to all employees covered by this Agreement.

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

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

- a.) the employee agrees to work a full additional shift in addition to having worked his/her budgeted hours within that workweek; and
- b.) the additional hours will be worked on the evening or night shift Monday through Friday or any weekend shift;
- c.) the employee agrees to come in from home on short notice for a work assignment of any duration; or
- d.) the employee is asked to stay after his/her regular scheduled shift on short notice.

The time referred to in d.) above will be offered to the most senior employee who is working and will be rotated on an inverse seniority basis among employees volunteering for the hours. All other extra hours will be assigned as per the collective bargaining agreement.

Section 4. Supplemental pay will be paid to an employee that is receiving overtime pay for hours worked over forty (40) hours in a work week.

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

Section 6. If there is a twelve (12) hour shift open and there is no qualified employee willing to work this shift, or two (2) qualified employees to split the entire shift, an employee can sign up for six (6) hours and will receive supplemental pay.

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

Section 8. Unscheduled PTO will not count toward supplemental pay on a weekly basis.

Article 27 Shift Differential

Section 1. Shift differential will be paid to all employees for hours worked on a premium shift (evening and night shifts) in accordance with the provisions of this article.

Section 2. Shift differential will be used in the computation of overtime. Shift differential shall be applied to all scheduled paid time off.

Section 3. Evening shift differential hours are 3:00 p.m. to 11:00 p.m. and night shift differential hours are 11:00 p.m. to 7:00 a.m., or any permanent partial shifts scheduled during those hours (4:00 p.m. to 8:00 p.m.).

Section 4. Shift differential will be paid when an employee works at least four (4) or more hours on the premium shift. Current employees in the Operating Room (OR) and Post Anesthesia Care Unit (PACU) where the employee's regularly scheduled shift overlaps the evening shift, shall receive shift differential for time worked in the second shift.

Section 5. 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 6. There shall be no pyramiding of shift differential.

Section 7. Shift differential premiums shall be defined in Article 24, Salaries.

Article 28 On-Call Pay

Section 1. An employee who is required to be available to receive a call to report to work shall be considered "on-call". Such employees shall be issued a pager during all such periods of call.

Section 2. An employee required to be on-call will be entitled to one (1) hour of pay at the employee's base rate for every four (4) hours spent on-call. The rate paid will be prorated for hours less than four (4) spent on call.

Section 3. An employee shall be entitled to a minimum of three (3) hours pay or pay for time actually worked, whichever is greater, plus the on-call pay outlined in Section 2. above.

Section 4. Pay for time worked when on-call shall be at the rate of time and one-half plus the appropriate shift differential for all hours worked between 3:00 p.m. and 7:00 a.m.

Section 5. Hours spent or paid on-call shall not be considered as hours worked for the purpose of computing overtime.

Section 6. Only hours actually worked when the employee is called in will be considered for the purpose of calculating overtime.

Section 7. Employees who are scheduled on-call on the following holidays will be entitled to the on-call pay outlined in Section 2. above, plus an additional twenty-five dollars (\$25.00) for every eight (8) hours spent on-call. The rate paid will be prorated for hours less than eight (8) spent on-call:

- a.) New Year's Day;
- b.) Easter Sunday;
- c.) Memorial Day;
- d.) Independence Day;
- e.) Labor Day;
- f.) Thanksgiving Day;
- g.) Christmas Eve (3:00 p.m. - 11:00 p.m.);
- h.) Christmas Day; and
- i.) New Year's Eve (3:00 p.m. - 11:00 p.m.).

Section 8. The on-call procedures for the Operating Room, Post Anesthesia Care Unit, Labor and Delivery, Imaging Services, the Cardiac Catheter Laboratory, Dialysis, and the Neuro-Vascular Laboratory are in MOU #2, On-Call and Work in Progress of this Agreement.

Article 29 Call-in Pay

Employees who are not on-call and are not on the schedule to work may be contacted and requested to work. Any employee who reports to work shall be paid a minimum of three (3) hours pay at straight time or for all time actually worked, whichever is greater. All hours actually worked shall be considered as time worked for the purposes of computing overtime pay.

Article 30 Paid Time Off

Section 1. All full-time and full-time flexible employees are eligible for Paid Time Off (PTO) according to the following schedule, and will be effective the

first full pay period following ratification and up to and including the last full pay period of December, 2011:

Length of Service	Accrual Rate	Maximum Accrual (Hours/Days)	Maximum Balance in employees' bank (Hours/Days)
Date of Hire to Completion of Third Year	0.085 X each hour paid	165.0 Hours (22 Days)	217.50 Hours (29 Days)
Third Anniversary to Completion of Fourth Year	0.089 X each hour paid	172.5 Hours (23 Days)	225 Hours (30 Days)
Fourth Anniversary to Completion of Ninth Year	0.108 X each hour paid	210.0 Hours (28 Days)	262.50 Hours (35 Days)
Ninth Anniversary to Completion of Fifteenth Year	0.127 X each hour paid	247.5 Hours (33 Days)	300.0 Hours (40 Days)
Fifteenth Anniversary to Completion of Twenty-Fourth Year	0.147 X each hour paid	285.0 Hours (38 Days)	337.50 Hours (45 Days)
Twenty-Fourth Anniversary and Following	0.166 X each hour paid	322.5 Hours (43 Days)	375 Hours (50 Days)

Section 2. The following schedule will be effective the first full pay period of January, 2012 for all full-time and full-time flexible employees eligible for PTO:

Length of Service	Accrual Rate	Maximum Accrual (Hours/Days)	Maximum Balance in employees' bank (Hours/Days)
Date of Hire to Completion of Third Year	0.085 X each hour paid	165.0 Hours (22 Days)	217.50 Hours (29 Days)
Third Anniversary to Completion of Fourth Year	0.089 X each hour paid	172.5 Hours (23 Days)	225 Hours (30 Days)
Fourth Anniversary to Completion of Ninth Year	0.108 X each hour paid	210.0 Hours (28 Days)	262.50 Hours (35 Days)
Ninth Anniversary to Completion of Fifteenth Year	0.135 X each hour paid	262.5 Hours (35 Days)	315.0 Hours (42 Days)
Fifteenth Anniversary to Completion of Twenty-Fourth Year	0.154 X each hour paid	300.0 Hours (40 Days)	352.5 Hours (47 Days)
Twenty-Fourth Anniversary and Following	0.173 X each hour paid	337.5 Hours (45 Days)	390 Hours (52 Days)

Section 3. All regular part-time and regular part-time flexible employees are eligible for PTO according to the following schedule:

Length of Service	Accrual Rate	Maximum Accrual (Hours/Days)	Maximum Balance in employees' bank (Hours/Days)
Date of Hire to Completion of Ninth Year	.069 X each hour paid	150.0 Hours (20 Days)	202.50 Hours (27 Days)
Ninth Anniversary and Following	.108 X each hour paid	225.00 Hours (30 Days)	277.50 Hours (37 Days)

Section 4. Eligible employees accrue PTO from their date of hire but cannot begin using their accumulated time until after completion of three (3) months of continuous service. Prior to completion of three (3) months of service an employee may take time off without pay.

Section 5. An employee changing from an ineligible to an eligible status will begin accruing PTO from the date of the change as long as they have met the service requirements mentioned in Section 4. above.

Section 6. A former employee who is rehired shall not be eligible for PTO unless he/she has met the service requirements mentioned in Section 4. above.

Section 7. If an employee changes from full-time to regular part-time status, the regular part-time employee is able to carry over up to fifty percent (50%) of the PTO maximum accrual. The remaining portion will be paid out to the employee.

Section 8. PTO is accrued for every hour a full-time or regular part-time employee is paid, including worked hours, Union Representation time under Article 9, Union Representation and paid benefit hours up to a maximum of seventy-five (75) or eighty (80) hours per payroll period but excluding on-call hours.

Section 9. All PTO is paid as a terminal benefit, provided proper notice has been given and employees have met minimum service requirements. The payment will be made on the pay date following the employee's last day of employment.

Section 10. To the extent possible and consistent with Employer/Hospital needs and requirements, managers will attempt to recognize the personal preferences of employees with respect to the length and timing of PTO requests. In order to maintain an equitable system of scheduling PTO, the following guidelines must be followed:

- a.) An employee's supervisor must approve the use of all PTO.
- b.) All PTO must be requested in advance of the time needed except for instances of illness or other unforeseeable emergencies. One (1) shift of paid time off will be designated for use in instances of compelling personal reasons and will be granted with twenty-four (24) hours notice, in the time period between January 2 and November 15, except on a holiday or before or after a holiday or before or after scheduled PTO.

- c.) Unscheduled tardiness of less than one (1) hour will not be paid as PTO.
 - d.) PTO may be requested as single days or in blocks of time.
 - e.) When there is a conflict in PTO selection between two (2) or more employees, the employee with the highest seniority date shall be given preference.
 - f.) Requests for PTO weeks shall be submitted two (2) times a year as follows:
 - (1.) A calendar will be posted by October 1 for the period of time from January 1 to May 31 with the understanding that employees will have the month of October to complete PTO scheduling. The approval process will be completed from January 1 to May 31 with the understanding that employees will have the month of October to complete PTO scheduling. The approval process will be completed no later than November 1 and the final schedule will be posted no later than December 1.
 - (2) A calendar will be posted by February 1 for the period of time from June 1 to December 31 with the understanding that employees will have the month of February to complete PTO scheduling. The approval process will be completed no later than March 1 and the final schedule will be posted no later than April 1.
- Requests for PTO after these dates will be considered last.
- g.) Each employee shall select his/her vacation weeks from a master calendar that will be available in the department/clinical unit for vacation scheduling on October 1 and February 1. Accompanying the calendar will be a current seniority list and the number of FTEs allowed off, by shift in each given week. An employee shall select vacation weeks by order of seniority and based upon the availability of time in the above time periods. When it is an employee's turn to select vacation weeks, that employee will be given no more than twenty-four (24) hours to make his/her selection. If an employee is on vacation during the period of vacation selection, that employee must leave a contact number for the purpose of receiving a call to schedule. A calendar of selected and available PTO shall be maintained within each department/clinical unit.

- h.) Due to the nature of the work performed it will be necessary for employees to take time off during other than peak vacation periods.

Employees must schedule their PTO in blocks of time as indicated below for the entire year in accordance with the following:

Full-time Employees

Length of Service	January 1 - December 31
Date of Hire to 4th Anniversary	1 Week (5 days)
4th Anniversary to completion 9th year	2 Weeks (10 days)
9th Anniversary to completion 15 years	3 Weeks (15 days)
15th Anniversary to completion 24 years	4 Weeks (20 days)
24th Anniversary and following	5 Weeks (25 days)

Part-time Employees

Length of Service	January 1 - December 31
Date of hire to completion of 9 years	1 Week (days = to employees' FTE commitment)
9th Anniversary and following	2 Weeks (days = to employees' FTE commitment).

- i.) PTO cannot be used for less than one (1) hour.
- j.) Each employee shall be guaranteed at least one (1) week of PTO between June 1 and September 15. If there are additional weeks after each employee has selected his/her time the remaining weeks may be offered to employees in the department in order of seniority.
- k.) The following time periods shall be considered “prime” vacation time: President’s Week, the week prior to Easter, the week following Easter, Independence Day, Thanksgiving week, and Christmas week. Employees in a department/clinical unit may select vacation time for these weeks on a rotating basis within the department/clinical unit based on seniority. The senior employee on the list may opt to select one week during “prime” time or may pass the current year’s selection on to the next employee on the list. At the beginning of each scheduling period the rotation will begin with the most senior employee.
- l.) The scheduling and payment of PTO shall be based on an employee’s normal work schedule and normal workdays in a work week.

Section 11. In all cases, sufficient PTO time must be available when the approved period of time off arrives. If the employee does not have sufficient time available then he/she may be required to work all or part of a portion for their regularly scheduled hours, as needed.

Section 12. Approved vacations 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), approved vacation requests will be honored. When a transfer to another department/clinical unit or change in status occurs, at the employee's request, approved vacation requests must be resubmitted. However, every attempt will be made to accommodate the employee's previously approved vacation schedule.

Section 13. If a department or work unit is closed as a result of an Employer/Hospital recognized holiday, namely New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day, an employee must take a PTO day. If an employee is scheduled to work when his/her department or work unit is open, another PTO day can be scheduled at a more appropriate time depending on Employer/Hospital needs. Regular part-time employees scheduled to work on any of the above recognized holidays will have the option to take PTO, to take time off without pay or to work another shift if the time is available.

Section 14.

The holidays and/or shifts referenced below shall be paid at the rate of time and one-half (1.5) the employee's base rate for all hours worked:

- a.) Christmas Eve from 3:00 p.m. on 12/24 through 7:00 a.m. on 12/25;
- b.) Christmas Day from 7:00 a.m. on 12/25 through 7:00 a.m. on 12/26;
- c.) New Years Eve from 3:00 p.m. on 12/31 through 7:00 a.m. on 1/1;
- d.) New Years Day from 7:00 a.m. on 1/1 through 7:00 a.m. on 1/2;
- e.) Easter Sunday from 7:00 a.m. Easter through 7:00 a.m. on the Monday after;
- f.) Memorial Day from 7:00 a.m. through 7:00 a.m. the next day;
- g.) Independence Day from 7:00 a.m. on 7/4 through 7:00 a.m. on 7/5;
- h.) Labor Day from 7:00 a.m. through 7:00 a.m. the next day; and
- i.) Thanksgiving Day from 7:00 a.m. through 7:00 a.m. the next day.

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

Section 15. Night shift employees shall observe holidays (New Years Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) on the actual day the holiday is observed.

Section 16. Where the department/clinical unit must remain open for recognized holidays and when staffing requirements demand, employees shall be required to work no more than one (1) holiday in each of the following groups of holidays on a rotating basis:

- a.) Christmas Eve or New Years Eve;
- b.) Christmas Day or New Years Day;
- c.) Memorial Day or Independence Day;
- d.) Labor Day or Thanksgiving Day.

Section 17. The above requirement to work a holiday is based upon staffing needs. Should all staff not be required employees may be granted time off on a rotating basis by seniority. Holiday commitments occurring during scheduled vacations shall be met.

Section 18. In the operating rooms, holidays will be covered on a voluntary basis. If there are no volunteers, then holidays will be assigned on a rotating basis according to inverse seniority. If an employee already volunteered for a holiday in a calendar year, he/she would be exempt from the rotation. No employee will be expected to work Easter, Christmas, Thanksgiving, or New Year's for two (2) consecutive years, unless done on a voluntary basis.

Section 19. For the purposes of accommodating requests for vacation, only staffing requirements for bargaining unit members in a given clinical unit may be considered. Vacation schedules for other employees including management employees may not interfere with the scheduling of bargaining unit personnel. Except that those non-bargaining unit employees who are listed as exceptions in the bargaining unit work may be considered in scheduling vacations. Requests for vacation shall not be unreasonably denied.

Section 20. Should an employee desire to change an approved vacation, the employee may submit the change at least thirty (30) days prior to the first day of the month in which the vacation is requested. The employee's request shall be accommodated if possible.

Section 21. Full-time and regular part-time employees are eligible to participate in the PTO buy back program on a pro-rated basis according to the following schedule:

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

PTO buy out requests must be submitted by the employee to the Payroll Department no later than March 1. Employees PTO pay out will be made by the end of March.

Section 22. When an employee calls off for an unscheduled PTO on the day before, the day after, or on the holiday, the absence will be treated as an absence on a scheduled weekend shift and will be scheduled as a weekend make-up, per Article 21, Hours of Work, Section 12.

Article 31 Extended Sick Leave (ESL)

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

ESLB			
Category of Employment	Maximum Days Accrued Annually	Maximum Hours Accrued Annually	Accrual Rate Per Hour
Full Time	9	67.5	.03466
Part Time	5	37.5	.01933

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

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

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

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

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

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

Section 7. An employee will be paid from their ESLB from his/her first day of absence when the employee does not qualify for New York State Disability or New York State Workers' Compensation payments but:

- a.) is confined as an in-patient in a hospital;
- b.) has outpatient surgery under anesthesia in a hospital surgical suite, free standing surgical center, or in a physician or dental office (excluding routine tooth extractions or dental work);
- c.) suffers an injury or illness which requires treatment by a physician

with a written statement verifying the injury or illness and circumstances; or

- d.) is sent home or is banned from working as the result of an infection which is verified to have been contracted at work such as pink eye, scabies, chicken pox, etc.

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

Section 8. An employee's ESL accumulation shall be reduced as follows as a result of payment to the employee:

- a.) one (1) day (including shift differential) for each day paid for by the Employer/Hospital where the illness or injury is not covered by New York State Disability Insurance or New York State Workers' Compensation due to the waiting period;
- b.) the difference between the employee's regular basic rate of pay/budgeted hours (including shift differential) and the actual amount paid to the employee under New York State Disability or New York State Workers' Compensation, up to the limit of the employee's ESLB;
- c.) the difference between the employee's regular basic rate of pay and the amount paid to the employee while working in a Transitional Duty Program, whose restrictions requires that he/she work less than the normal category of employment requirements; and
- d.) one (1) day for each day paid (including shift differential) for by the Employer where the employee's entitlement to disability or compensation benefits have expired but the employee continues to be certified as disabled by his/her physician and there is still time remaining in the employee's ESLB.

Section 9. An employee may use ESL when their period of disability exceeds the statutory benefit and the following conditions are met:

- a.) the employee will continue to be classified as disabled as long as the disability continues to be certified by the employee's medical provider;
- b.) provided the terms stated in a.) in this Section 9 are met, the employee may continue to receive ESL payments equal to their budgeted hours multiplied by their regular base rate of pay

(including shift differential) until they return to work or until their benefits are exhausted, whichever comes first;

- c.) while the employee continues to be paid his/her ESLB, the Employer may require the employee to submit to a medical exam, but not more frequently than once every thirty (30) calendar days.

Section 10. Employees are required to notify his/her clinical unit/department manager or designee, (Patient Care Services employees must notify the Patient Care Services Office) of their inability to report for work.

Section 11. Employees shall be permitted to use ESL in increments equal to the number of hours in the employee's regularly scheduled shift.

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

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

Section 14. An employee who has accumulated more than one hundred twenty (120) sick leave days may elect to receive cash payments of fifty percent (50%) of sick leave days/hours accumulated in excess of one hundred twenty (120) days. The amount of the excess will be calculated at the conclusion of the payroll year and those days/hours if any, will be paid the following February in a separate check. When the excess sick leave (sick leave in excess of one hundred twenty [120] days) is paid, the accumulated sick leave will be reduced to one hundred twenty (120) days and the accumulation process will begin for the following year.

Section 15. Employees who retire at age fifty-five (55) or older, with twenty (20) years of credited service on or after January 1, 2009 will be:

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

Article 32 Leave of Absence

Section 1. A leave of absence without pay may be granted to all employees covered by this Agreement after twelve (12) months of continuous employment for the following reasons:

- a.) compelling personal reasons;
- b.) education purposes;
- c.) union business and
- d.) per the Family Medical Leave Act.

Employees may not take a leave of absence to work in another capacity. A leave of absence will not be denied arbitrarily.

Section 2. When an employee requests a leave of absence the following process will apply:

- a.) An employee's application for a leave of absence must be made in writing to Integrated Disability Management (IDM) or designated third party administrator 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 supervisor for recommendations on the approval or disapproval for a personal leave of absence only. IDM will review and issue final decisions in all leave applications.
- e.) The Employer/Hospital will respond in writing to applications for leave within five (5) business days. 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/Hospital.
- f.) Following approval, it is the employee's responsibility to arrange

for coverage of any deductions usually taken for employee benefit programs and the full premium of health insurance. Failure to arrange those deductions in advance of the leave will be cause for the Employer/Hospital to terminate the benefits during the leave.

The granting of a leave of absence will protect the employees hire date for all purposes for which a hire date is used.

Section 3. When an employee is preparing to return from a leave of absence, the following process will apply:

- a.) An employee returning from a leave of absence should contact their department head and Human Resources within seven (7) calendar days prior to the expected return to work date to determine whether a suitable position is available.
- b.) The employee will obtain medical clearance from Associate Health prior to returning to work if the leave of absence is greater than thirty (30) days. Such medical clearance shall be at no cost to the employee.
- c.) If an employee returns from a personal or educational leave of absence within sixty (60) days, from the effective date of the leave, then he/she will be returned to his/her original position.
- d.) If an employee returns from a personal or educational leave of absence after sixty (60) days, from the effective date of the leave, then he/she will be returned to a position of equal pay, category and shift, if his/her original position is not available. Every reasonable effort will be made for an employee to return to the position held when the leave began.
- e.) Temporary positions may be established until permanent vacancies become available on a shift. Employees returning from leave of absence placed in such temporary positions shall be transferred to permanent positions as they arise, without need to post such vacancies. If there is no such position, the employee would then be placed on layoff status. It is understood that once an employee is on layoff status, that employee will be entitled to all recall rights outlined in Article 54, Layoff and Recall, except employees on educational leave shall not be allowed to bump.

Section 4. Failure to return to work on the first work day following expiration of a leave of absence or an extension thereof, will be considered as a voluntary termination of employment, except in instances when the expiration

date of an approved leave of absence falls within a period for which the employee is receiving New York State Disability benefits and has followed the process outlined in Article 42, Disability and Workers' Compensation, for receiving those benefits.

Section 5. Personal Leave:

- a.) Personal leave of absence shall not exceed six (6) months in duration. Employees may request a three (3) month extension before the end of the initial period of leave of absence. A request for a leave of absence extension will not be unreasonably denied. Personal leaves of absence shall not be granted for less than seven (7) calendar days and shall be granted for the following reasons:
 - 1.) paternity;
 - 2.) child care - granted for that period after delivery during which the employee is no longer disabled;
 - 3.) care of an adopted child by employee(s); or
 - 4.) to provide care in the event of an illness or injury of an immediate family member or significant other.
- b.) It is understood by the parties that requests for a personal leave of absence, other than the reasons listed above, may be requested. Such requests will not be unreasonably denied.

Section 6. Educational Leave:

- a.) The Employer/Hospital may grant an employee an educational leave of absence for up to one (1) year where such leave is related to Employer/Hospital business, or qualifying an employee for opportunities and advancement within the Employer/Hospital.
- b.) Employees on an educational leave shall suffer no loss of seniority but shall not accumulate additional seniority while on such leave.

Section 7. Union Business:

- a.) A leave for Union business of up to twelve (12) months shall be granted upon written request from the Union. Such leaves shall be extended for additional periods of twelve (12) months without limitation upon request of the Union. Such leaves shall be limited to no more than five (5) individuals at any one time.
- b.) The Union leaves shall be without pay, however, employees shall

continue to accumulate seniority and shall continue to receive pension benefits under the same employment status as prior to the leave. Date of hire or time spent in the job title held upon the granting of such leave plus all leave time shall determine rate of pay for determination of pension benefits and grade and step assignment at the end of such leaves. Date of hire shall be preserved for all purposes. Employees may continue to participate in all group health insurance plans at the employee's expense and may continue to participate in all other employee benefit programs under the same terms as prior to the leave.

- c.) An employee who is returning from a Union leave under this section shall return to his/her previous position if the leave is for six (6) months or less. If the leave is for six (6) months and the employee's previous position is not vacant, such employee shall be placed by layoff and recall.

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 to employees under the provisions of the Family and Medical Leave Act of 1993, under the same terms and mechanisms outlined in Sections 1. and 2. and the employee has accumulated one thousand, two hundred fifty hours (1,250) of service, exclusive of all paid time off, (e.g. sick leave, PTO, Jury Duty, etc.), but inclusive of union representation time and/or time spent on a leave of absence for union business during the twelve (12) month period preceding the leave. 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 (2) or more times by a health care provider (or by others, under the supervision of or on orders of or referral by a health care provider); or
 - (b.) treatment by a health care provider on at least one (1) occasion that results in a regimen of continuing treatment (e.g., antibiotics) or therapy requiring special equipment (e.g. oxygen) under the supervision of the health care provider.
 - (ii.) Any period of incapacity due to pregnancy, or for prenatal care.
 - (iii.) Any period of incapacity, or treatment for such incapacity, due to a chronic serious health condition, which is defined as one that:

- (a.) requires periodic visits to a health care provider;
 - (b) continues over an extended period of time; and
 - (c) may cause episodic rather than a continuing period of incapacity (e.g. asthma, diabetes, epilepsy, etc.).
- (iv.) A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. (e.g. Alzheimer's, severe stroke, or the terminal stages of a disease).
- (v) Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider (or under orders of, or on referral by, a health care provider), either for restorative surgery after an accident or injury, or for a condition that if left untreated would likely result in a period of incapacity of more than three (3) consecutive calendar days, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), and kidney disease (dialysis).
- 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/Hospital 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 twelve (12) month period beginning on

the date of birth or placement. A “rolling” twelve (12) month period measured backward from the date an employee uses any FMLA leave is used to determine the “twelve (12) month period” in which the twelve (12) weeks of leave entitlement occurs.

- h.) In cases where the leave is foreseeable, the employee must provide the Employer/Hospital 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/Hospital 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 other accrued benefit time 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/Hospital will maintain any group health plan under the same conditions as if the employee had continued employment during the leave of absence, provided the employee is a participant of one of the plans at the start of the leave, until the expiration of any paid leave time or for a period of twelve (12) months, whichever is shorter. The Employer/Hospital and the employee will continue to contribute their respective portions of the premium as if the employee were not on leave. Failure to submit payment of the employee’s part in excess of thirty (30) calendar days may result in the cancellation of insurance, provided the Employer/Hospital has given written notice of the intent to cancel at least fifteen (15) calendar days in advance of the cancellation.
- 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 New York State 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.

Article 33 Military Leave

Section 1. Military leave shall be governed by existing State and Federal laws.

Section 2. Military Reserve Duty - Full-time employees called for military reserve duty shall be paid the difference between the military pay and the regular pay actually lost because of such service. The amount to be reimbursed shall not exceed two (2) weeks or ten (10) days of service and the responsibility rests with the employee to produce the military pay voucher for examination and approval.

Article 34 Jury Duty

Section 1. Full-time and regular part-time employees who are summoned and are required to serve on jury duty will be paid the amount of pay for normal hours actually lost due to the performance of such jury duty for a period not to exceed four (4) weeks or twenty (20) days as a juror. It is the responsibility of the employee to supply verification of the dates served and the amount of pay received.

Section 2. Time spent on jury duty shall be counted as time worked for the employee's work schedule commitment and for all other purposes.

Section 3. An employee shall report to work on any day they are not required to report for jury duty.

Section 4. Employees assigned to work a night shift (7 p.m. to 7 a.m. or 11 p.m. to 7 a.m.) shall be excused from the shift on the evening before the jury duty assignment begins.

Article 35 Bereavement Leave

Section 1. All regular full-time and regular part-time employees will be excused from work with pay for up to three (3) scheduled working days within seven (7) days beginning with the date of the death. The seven (7) day period may be extended by mutual agreement.

Section 2. This leave may be exercised in conjunction with the death of a spouse, child, step-parent, step-child, brother, step-brother, sister, step-sister, parent, legal guardian, grandparent, grandchild, mother-in-law, father-in-law, life

partner, and person who takes the place of a parent.

Section 3. One (1) day off with pay, under the same conditions as above, will be provided in the event of a death of a brother-in-law, sister-in-law, daughter-in-law or son-in-law. Additional time off without pay or available PTO may be requested and shall not be unreasonably denied.

Section 4. Unless otherwise provided, paid time off under this article will not be charged against an employee's PTO balance.

Section 5. Payment for each day of bereavement leave under Sections 1. and 3. above will be equivalent to the regular hours that the employee was scheduled to work.

Section 6. Part-time and probationary employees shall be granted leave without pay upon request, in the event of a death in the family as covered in Sections 1. and 3. above.

Section 7. An employee covered by this article that is on an approved Family Medical Leave or a Personal Leave of Absence granted to provide care for an individual, as defined by the Family Medical Leave Act, and the person for whom the leave was granted to provide care passes away, the employee will be eligible to receive bereavement leave in accordance with this article beginning with the date of death.

Section 8. In the event a family member is not defined in Section 2. or 3. above, the Employer/Hospital and employee may mutually arrange coverage for the absence on the day of the funeral. The employee shall use available PTO. If the employee lacks available PTO, the absence may be granted without pay.

Article 36 Health Insurance

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

- a.) Traditional Blue/POS 298 Plan 5; and
- b.) Traditional Blue/POS 298 Plan 2.

Discussion on the CHS First Choice Health Care Plan and the deletion of Plan 5 above shall be in accordance with MOU #11, Health Insurance. Any changes in the plan, including coverage, co-pays, administration, accessibility, etc. by the Employer/Hospital shall only be by mutual agreement.

Section 2. An employee may initially select individual or family health plan

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

Section 3. The Employer/Hospital shall contribute ninety percent (90%) of the cost of single or family coverage (at the employee's choice) for any health plan for full-time employees. The Employer/Hospital shall contribute sixty-five percent (65%) of the cost of single or family coverage (at the employee's choice) for any health plan for regular part-time employees.

The Employer/Hospital subsidy toward health insurance for full-time and regular part-time employees shall commence on the first day of the month following ninety (90) days of employment.

Section 4. The Employer/Hospital will offer to employees not eligible for the subsidy, participation in the Employer/Hospital's group health insurance plans, with the responsibility for the full cost of the plan, being the employee's, provided premium costs are remitted to the Employer/Hospital in a timely fashion.

Section 5. Employee contributions shall be made on the basis of twenty-six (26) pay periods.

Section 6. Employees who retire from Mercy Hospital of Buffalo will be eligible to participate in the group health plan, at their own expense, until they are eligible for medical coverage under Medicare.

Section 7. The Employer/Hospital and the Union agree to form a Health Insurance Workgroup, to investigate, research and develop health insurance, dental insurance and prescription drug coverage options.

- a.) The Committee shall include four (4) representatives from the leadership of the Union and four (4) representatives from the leadership of the Employer/Hospital.
- b.) The health, dental and prescription drug coverage developed by the Workgroup must meet the needs of both the Employer/Hospital and the Union.

Article 37

Prescription Drug Insurance

Section 1. The Employer/Hospital shall make available to all employees covered by this Agreement, who are currently enrolled under one of the

Employers health insurance plans, a five dollar (\$5.00) co-pay for prescription drugs. The Employer/Hospital has contracted with a managed pharmacy drug benefit program three (3) tier prescription benefit at \$7/\$15/\$35.

Section 2. The Employer/Hospital will reimburse employees, the difference between the five dollar (\$5.00) co-pay referred to in Section 1. above and the first, second or third tier co-pay when:

- a.) there is verification from a valid formulary or a licensed pharmacy that generic drugs are not available; or
- b.) employees have their physician document that they cannot tolerate the generic alternative or the generic alternative is ineffective and only a second or third tier drug is appropriate.

Reimbursement forms must be submitted within ninety (90) days of purchase.

Section 3. An employee will be provided prescription coverage at the same time the health plan is selected.

Section 4. The Employer/Hospital shall contribute ninety percent (90%) of the cost of single or family coverage for full-time employees. The Employer/Hospital shall contribute fifty-five percent (55%) of the cost of single or family coverage for regular part-time employees.

Section 5. The Employer and the Union agree to form a Health Insurance Workgroup. The committee will review and discuss issues related to:

- a.) formulary;
- b.) pre-authorization;
- c.) quantity limits;
- d.) plan volume; and
- e.) the monitoring of the plan savings/cost effectiveness of the plans.

The Union will be provided an accurate financial analysis of the costs of this program.

Article 38 Dental Insurance

Section 1. All employees will be eligible to participate in a voluntary dental program according to the terms and conditions offered by the Employer/Hospital. Employees are responsible for one hundred percent (100%) of the premium associated with this voluntary plan. Premiums will be deducted on

the basis of twenty-six (26) pay periods based on the benefit level and the number and type of dependents for which coverage is elected.

The Employer/Hospital shall make available to all employees covered by this Agreement the following dental insurance options:

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

*Based Upon "Reasonable and Customary" Charges.

The program consists of a dental Preferred Provider Organization (PPO) in which participants will be charged less for service provided by a participating dentist in the PPO network. Employees may elect to utilize non-participating dentists.

Section 2. An employee may initially select individual or family dental plan coverage within thirty (30) days of the date of employment. Changes in coverage may be made during open enrollment each year, or within thirty (30) days of a life qualifying event, where the change made is consistent with the event (i.e., adding a dependent as a result of getting married).

Section 3. Employees in categories other than regular full time and regular part time are eligible to participate in the voluntary dental plan effective January 1, 2005. Premium payments will be billed by a third party administrator, which will collect a \$2.00 per month processing fee from the employee.

Article 39 Hospital Discounts

Section 1. The Employer/Hospital Discount Program will apply to all full-time employees, regular part-time employees, flexible employees, weekend

employees, per diem employees, retirees, and laid-off employees and their spouses and eligible dependents that meet the following criteria:

- a.) eligible dependents as defined above must be covered by medical insurance through the Employer/Hospital or any other source and considered eligible participants under the employee's medical insurance plan; or
- b.) eligible dependents as defined above, not covered by medical insurance must qualify as dependents for federal income tax purposes.

Section 2. Discounts apply to employees and their eligible dependents, as defined in Section 1. above, as follows:

- a.) inpatient deductible will be one hundred percent (100%) to a maximum of \$250.00 per occurrence;
- b.) hospital billed coverage (including outpatient procedures) will have co-payments of up to fifteen dollars (\$15.00) waived, and a fifty percent (50%) discount on the balance of the co-payment in excess of fifteen dollars (\$15.00) will be applied;
- c.) outpatient services (non-covered) will have a discount of fifty percent (50%) exclusive of Emergency Room visits;
- d.) private room discount will be one hundred percent (100%) for employee or spouse and a fifty percent (50%) discount for dependents.

Section 3. Discounts apply to authorized services only. Discounts do not apply to charges in excess of plan limits, cosmetic surgery, orthodontia or dentures, experimental techniques and medical devices.

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 Medicare co-payments, deductibles or other patient payment portions of a Medicare beneficiary claim.

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, Employer/Hospital employees are prohibited from accepting professional fee waivers and discounts from physicians or other healthcare providers that are in excess of any waiver or discount offered to the general public.

Article 40 Life Insurance

Section 1. All regular full-time, regular part-time and flexible employees, who complete their probationary period, are eligible for one hundred percent (100%) Employer/Hospital paid group life insurance in an amount equal to one time their basic annual earnings to the nearest one thousand dollars (\$1,000.00).

Section 2. In addition to the group life insurance outlined in Section 1., all regular full-time, regular part-time employees and flexible employees are eligible for one hundred percent (100%) Employer/Hospital paid Accidental Death and Dismemberment Insurance in an amount equal to one time their annual earnings to the nearest one thousand dollars (\$1,000.00).

Section 3. For purposes of calculating the annual benefit amount for the benefits outlined in Section 1. and 2. above, the calculation for each eligible employee shall be based upon the employees regularly scheduled hours and wage rate as of November of the previous year. Minimum benefit amount shall be equal to ten thousand dollars (\$10,000.00).

Section 4. The Employer/Hospital will continue to offer voluntary optional life insurance to employees who meet plan eligibility requirements. The premiums for such coverage shall be paid for by the employee.

Section 5. Employees who terminate his/her employment with the Employer/Hospital, may elect to convert their group life insurance coverage to an individual policy as provided by the carrier, based on the terms and conditions of the policy within thirty-one (31) days of termination. The former employee is fully responsible for the associated premiums.

Article 41 Long Term Disability Insurance

All full-time and regular part-time employees will be eligible to participate in the voluntary long-term disability insurance program according to the terms and conditions offered by the Employer/Hospital. The premiums of such program will be paid one hundred percent (100%) by the employees.

Article 42 Disability and Workers' Compensation

Section 1. Time off the job for absences related to an illness or injury will be granted by the Employer/Hospital upon completion of the appropriate form accompanied by documentation from the employee's personal physician, which confirms that the employee's medical condition prevents him/her from performing his/her job. In situations where an employee, because of an

unexpected medical condition, is unable to complete the proper form and furnish the appropriate documentation in advance, a disability leave will be granted upon notice. Documentation from the employee's physician shall normally be provided within three (3) weeks or as soon as available.

Section 2. Time off the job for an illness or injury shall not exceed twenty-four (24) months. There will be no loss of seniority while an employee is on disability or workers' compensation leave.

Section 3. Employees on disability or workers' compensation shall continue to receive life insurance benefits at no cost to the employee and shall continue to receive health insurance benefits on the same basis as prior to the leave until the expiration of any paid leave time or for a period of twelve (12) months, whichever is shorter. Thereafter, the employee may continue to participate in group health insurance at his/her own expense (COBRA). Employees who remain disabled after twelve (12) months will be placed on an inactive employment list and all accrued PTO will be paid out.

Section 4. An employee returning from disability or workers' compensation shall contact IDM at least seven (7) calendar days prior to the expected return date. The notice period shall be reduced when an employee is released by his/her physician on short notice.

Section 5. Employees may return to work prior to the scheduled expiration date of their leave after complying with the notification requirements and upon producing medical attestation, if applicable.

Section 6. The Employer/Hospital may require an employee returning from a disability or workers' compensation leave, to submit to a medical examination, at no expense to the employee, before returning to work. Should there be a difference of medical opinion between the employee's physician and the Employer/Hospital's physician regarding the ability of the employee to return to work, a third medical opinion shall be solicited from a physician chosen by the mutual agreement of the employee's physician and the Employer/Hospital's physician. The cost of the additional examination shall be borne by the Employer/Hospital.

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

- a.) If an employee returns within six (6) months from the effective date of the leave, such employee shall be returned to the position held prior to the effective date of the leave.

- b.) If the employee returns after six (6) months from the effective date of the leave, such employee shall be returned to the position held prior to the effective date of the leave, if available.
- c.) If the employee's position is not available, efforts will be made to return the employee to a position of equal pay, category, and shift.
- d.) Temporary positions may be established until regular vacancies become available on a shift.
- e.) Layoff and recall procedures of 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 lay-off and recall provision of this Agreement, except that they shall not be entitled to bump.
- g.) If the employee has not returned within five (5) months and it is uncertain whether the employee will be able to return at the end of the six (6) months, the job shall be posted on a contingency basis. Should the employee not return after six (6) months, the contingency posting may be filled.
- h.) An employee's job may be posted on a non-contingency basis prior to the end of the six (6) months if the employee, in consultation with his/her physician and the Union, determines that he/she will not be able to return to work prior to the end of six (6) months.

Section 8. After the expiration of twenty-four (24) months provided in Section 2. above, seniority and employment shall terminate in accordance with Article 48, Seniority, Section 5. h).

Section 9. Employees collecting disability or workers' compensation payments, for lost time as a result of an occupational or non-occupational injury or illness may be routinely requested to be evaluated by an Associate Health provider, but not more frequently than once every thirty (30) calendar days.

Article 43 **Transitional Duty Program**

Section 1. A return to work program has been established and shall be available for those employees who become physically unable to perform the full scope of their current job for a specified amount of time due to an occupational or non-occupational illness or injury. It is understood, that employees shall not be put into a transitional duty position unless there is reasonable expectation the employee will be able to return to their former

position without restrictions at the end of the transitional duty assignment.

Section 2. If an employee's attending physician and the Associate Health Service provider agree that the employee can be placed in a transitional duty assignment, the following procedure shall be applied:

- a.) Based on the medical documentation provided, the Employer/Hospital may request a return to work physical and the employee must comply.
- b.) The Associate Health Service provider will perform the return to work physical, the purpose of which is to determine the appropriateness for placement of the employee into transitional duty or full duty.
- c.) Each department, in conjunction with Integrated Disability Management and the Human Resource Department, will evaluate and determine the work available that will be considered appropriate for transitional duty. An employee who is classified for transitional duty work will be provided such work, which is suitable to his/her physical condition when it is available. If a transitional duty assignment is not available in the employee's department, an assignment within his/her bargaining unit will be provided if available. If a transitional duty assignment is not available within his/her bargaining unit, the employee will have the option of accepting a suitable position outside of his/her bargaining unit, if available.
- 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 employee's 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/Hospital may mutually agree to waive the shift requirement.
- f.) It is understood that an employee's restriction may require that he/she work less hours than the normal category of employment requirements. In that instance, the category of employment requirements will be waived. If an employee works in a transitional duty capacity and disability or workers' compensation payments

are reduced or eliminated, the employee will be entitled to banked time from their ESLB to ensure a full pay check.

- g.) The Employer/Hospital 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 written 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, ESL payments from the employee's bank will be discontinued.
- i.) Regardless of the work assignment all benefits and provisions of the employee's collective bargaining agreement will apply.

Section 3. 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 4. If there is disagreement between the employee's attending physician and the Associate Health Service Provider in regard to capacity to return to work an independent medical exam may be ordered by the insurance carrier the results of which will be the determining factor for return to work. Such exam shall be paid for the Employer/Hospital.

Section 5. 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 6. A review of transitional duty positions/opportunities will become a regular agenda item at the Health and Safety Committee.

Article 44 Retirement Plan

Section 1. The Employer/Hospital 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/Hospital prior to June 4, 2001 will accrue benefits under the Mercy Hospital of

Buffalo Retirement Plan option at no cost to the employee.

- b.) Employees who were employed by the Employer/Hospital on or after June 4, 2001 and employees who have elected this option, will accrue benefits under the cash balance option at no cost to the employee.
- c.) Employees who are currently covered by the Our Lady of Victory Retirement Plan option will continue to accrue benefits under this option, at no cost to the employee.

Section 2. Employees hired prior to June 4, 2001 will never be required to move out of the current Mercy Hospital or Our Lady of Victory retirement option.

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

Section 4. The following changes have been made to the Mercy Hospital of Buffalo Retirement Plan as a result of previous contract negotiations:

- a.) Improve the plan formula from one and one-half percent (1.5%) of pay per year of service to one and sixty-five hundredths percent (1.65%) of pay, effective June 4, 1992.
- b.) The thirty-five (35) year limit on years of service is eliminated, thereby increasing pension benefits for employees with more than thirty-five (35) years of service.
- c.) The early retirement reduction is changed from actuarial equivalence to one-half (.5) of one percent (1%) per month for each month commencement of payments precedes normal retirement. This increases pension benefits for employees who are eligible for and elect early retirement.
- d.) Hours of service required for a year of vesting and benefit service is changed from one thousand hours (1,000) to seven hundred eighty hours (780). This increased vesting years and retirement benefits for employees who work at least seven hundred eighty hours (780), but less than one thousand hours (1,000) per year. This improvement was granted retroactively for all years of service with the Employer/Hospital.
- e.) Effective January 1, 1993, the penalty for early retirement shall be reduced from six (6) percent to three (3) percent per year between

age fifty-five (55) and age sixty-five (65).

- f.) The eligibility for the early retirement at age fifty-five (55) is reduced from the current fifteen (15) years of required service to five (5) years of required service effective with ratification of the 1998 collective bargaining agreement.

Section 5. The Mercy Hospital of Buffalo Retirement Plan option and the Our Lady of Victory option will be amended by reducing the early retirement penalty from three percent (3%) to one and one-half percent (1.5%) per year between the ages of fifty-five (55) to age sixty-five (65), and will be implemented on January 1, 2006.

Section 6. Effective January 1, 2010 employees covered by the Mercy Hospital of Buffalo Retirement Plan provisions and the Our Lady of Victory provisions will have their plan formula increased from one and sixty-five hundredths percent (1.65%) of pay per year of service to one and eight tenths percent (1.8%) of pay per year of service.

Section 7. Effective January 1, 2010 employees covered by the Retirement Plan of the Catholic Health System, personal retirement account benefit will have their pay credit portion of the benefit amended as follows:

<u>Your age on the First Day of the Plan Year</u>	<u>Applicable Pay Credit Rate</u>
Less than 30	2.25%
30-39	3.25%
40-49	5.50%
50-54	6.75%
55 or greater	8.00%

Section 8. Employees who at retirement would have had a higher level of benefit under the former pension formula than under the terms described in Sections 4. and 5. above, will receive benefits calculated under that former retirement formula.

Section 9. Recognizing that the Mercy Hospital of Buffalo Retirement Plan has now been determined by the IRS to be a "Church Plan", the Employer/Hospital will supply to the Union annual updates as to the financial health of the trust funds, copies of actuarial valuations as soon as they are available, and make available to the Union contacts with any financial or actuarial consultant to insure that the Union has no unanswered questions about the financial health of the plan.

Section 10. The Employer/Hospital shall also provide to the Union on an annual basis the financial performance of the co-mingled retirement assets for

all of the retirement plan options in the Catholic Health System Retirement Plan as well as a financial performance report of the portion which is the Mercy Hospital of Buffalo Retirement Plan option.

Article 45
Tax Sheltered Annuity/403(b)

Section 1. The Employer/Hospital 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 a 403(b) plan.

Section 3. If the Employer/Hospital is actively seeking changes in the vendor that will provide a tax shelter annuity/403(b) plan, the Union will be provided notice and updated periodically.

Article 46
Tuition Assistance

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

Section 2. The following application process shall be followed:

- a.) obtain application form from the Human Resources Department;
- b.) complete the application, sign and date the form;
- c.) submit the application form at least thirty (30) days prior to and no less than two (2) weeks from the commencement of the course to the Human Resources Department.

Section 3. Course must meet one of the following criteria to be eligible for reimbursement:

- a.) the course must be of mutual value to the employee and the Employer/Hospital and should reasonably be expected to enhance employee job performance;
- b.) the course will prepare the employee to qualify for advancement and opportunities within the Employer/Hospital facilities that are in line with the employee's abilities and interest and needs of the Employer/Hospital;
- c.) the course is prescribed for the attainment of a certificate or degree in an academic or business area that is compatible to the

interest of the Employer/Hospital and the employee;

- d.) the institution attended must be accredited for the subject being taught by the appropriate regional or professional accrediting body;
- e.) educational programs offered through Cornell School of Industrial Relations shall be eligible for reimbursement under this program provided all the conditions have been met; and
- f.) continuing education units required to receive or maintain certifications up to a maximum of fifteen (15) units per calendar year, not to exceed the dollar limits provided in Section 4. below.

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

- a.) Regular full-time and full-time flexible employees will be reimbursed for the cost of the course up to a maximum of twelve hundred dollars (\$1,200.00) per calendar year or six hundred dollars (\$600.00) per semester.
- b.) Regular part-time and regular part-time flexible and weekend employees will be reimbursed for the cost of the course up to a maximum of six hundred dollars (\$600.00) per calendar year or three hundred dollars (\$300.00) per semester.
- c.) 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.
- d.) Employees must successfully complete the course and submit the following information within ninety (90) calendar days of course completion before receiving tuition reimbursement:
 - 1.) evidence of a passing final grade is required; and
 - 2.) a verified statement of cost from the educational institution.
- e.) Upon prior approval, course work may be completed in the traditional classroom method or through on-line/electronic classes.
- f.) Each year the Employer/Hospital will prepare a budget for tuition assistance. Tuition Assistance will be granted on a first come, first serve basis. All tuition assistance requests are subject to available funding. The Employer/Hospital agrees to budget fifty thousand dollars (\$50,000.00) for each fiscal year of this Agreement, to be

available for tuition assistance, for employees represented by the Union in both bargaining units.

- g.) An employee on the active payroll at the time a request for reimbursement is approved, who is later involuntarily terminated or placed on layoff due to a workforce reduction, will retain eligibility for reimbursement for previously approved courses.

Section 5. If a continuing education program, training program, or recertification program is mandated by the Employer/Hospital, the Employer/Hospital shall be responsible for all costs associated with that program. It is understood that the Employer/Hospital has the right to send employees to such training programs offered by the Catholic Health System before an employee will be sent outside of the system. The costs associated with these programs shall not be deducted from the bank of dollars referred to in Section 4. f.) above.

Article 47 **Bulletin Boards**

Section 1. The Employer/Hospital shall provide a glass enclosed bulletin board for the posting of official Union business in a mutually agreed to, clearly visible location.

Section 2. All current unit/department bulletin boards shall be mounted in a mutually agreeable location.

Section 3. A bulletin board in a clearly visible location shall be provided for the Union's use in each off-site facility where represented employees are assigned.

Section 4. The specific size and location of each bulletin board in Section 2. and 3. shall be subject to agreement with the Union.

Section 5. The Union will provide Human Resources with an advance copy of all official Union business postings.

Section 6. Bulletin boards shall be used for factual and non-controversial materials. The posting of material of a political nature (other than union elections) of any kind is strictly prohibited.

Article 48 **Seniority**

Section 1. Seniority shall mean the length of unbroken service of an employee covered by this Agreement beginning with their most recent date of hire by the Employer/Hospital in any job title whether or not it is or was in the

bargaining unit. Temporary employees shall not have seniority unless they transfer into another category of employment.

Section 2. An employee who accepts a non-bargaining unit position and returns to a bargaining unit position shall not accrue seniority for the period of time that he/she is out of the bargaining unit. The Employer/Hospital retains the sole discretion as to whether or not an employee shall be returned to the bargaining unit.

Section 3. An employee who was employed by the Employer/Hospital for an uninterrupted period of at least twelve (12) months whose employment with the Employer/Hospital terminates for reasons other than those constituting just cause and is rehired within twelve (12) months from the date of termination shall after completing twelve (12) months of service, receive their most recent date of hire, prior to the termination, adjusted by moving the employee's most recent date of hire forward for the period of separation from employment, for the purpose of calculating compensation at the applicable step and entitlement to all other benefits in this Agreement.

Section 4. Any employee hired into the bargaining unit from within the Catholic Health System, Catholic Health East or another Mercy Health System shall receive prior service credit applicable only to benefit programs and wage assignment from their most recent date of hire in the system. For purposes of this section service may be bridged for up to twelve (12) months.

Section 5. Seniority shall be lost and an employee shall be terminated when the employee:

- a.) resigns or quits;
- b.) is discharged for just cause;
- c.) retires with or without qualifying for benefits under a pension plan or Social Security;
- d.) fails to return to work upon expiration of a leave of absence;
- e.) engages in gainful employment while on leave of absence without approval of the Employer/Hospital unless the employee is out of the immediate area of Western New York; approval shall not be unreasonably denied;
- f.) fails to report to work as directed after being recalled as outlined in Article 54, Layoff & Recall;
- g.) is absent for two (2) consecutive scheduled work days without

notifying his/her supervisor or obtaining permission for such absences, unless beyond the employee's control;

- h.) does not return from a leave of absence due to illness or injury as provided for in Article 32, Leave of Absence;
- i.) has exhausted the period of time for which they have recall rights as provided for in Article 54, Layoff and Recall.

Quarterly, the Employer/Hospital shall post and furnish to the Union a seniority list and shall correct such list from time to time as may be necessary.

Section 6. Employees are asked to give at least four (4) weeks notice of resignation, however, employees must give at least two (2) weeks notice of resignation. Resignation notices should be submitted in writing and specify the last day the employee is to be at work. This notice period may be reduced or waived at the discretion of management. An employee may not extend their employment through the utilization of benefit hours or to meet the period of notice.

Article 49 Bargaining Unit Work

Section 1. Non-bargaining unit personnel (except Agency employees as discussed in Article 62, Agency Personnel) shall not perform bargaining unit work except in the following situations:

- a.) in emergencies where undue delay would jeopardize a patient's life or in emergencies where patient care would be compromised;
- b.) to maintain minimum certification;
- c.) to cover unscheduled absences where all attempts at using bargaining unit employees have failed to fill the position including voluntary overtime, use of per diem employees and offers of extra time to full and part time employees;
- d.) to instruct and supervise employees with specific practice problems;
- e.) to cover vacancies, which are in the process of being filled and after all attempts to use bargaining unit employees to fill the position have failed including voluntary overtime, use of per diem employees and offers of extra time to full and part time employees;
- f.) bargaining unit work performed on an incidental, casual, isolated or sporadic basis.

Article 50

Filling of Vacant Positions

Section 1. When a position in the bargaining unit is vacant, the position shall be posted in an agreed upon location in the main Employer/Hospital and at each location where bargaining unit employees work.

Section 2. The posting shall include the number of hours, shift, job title, department/clinical unit, pay grade and qualifications for the position and sufficient information to adequately describe the vacancy. The notice shall remain posted for a period of seven (7) calendar days. An employee, within the seven (7) days posting period, may file a written request on a form provided by the Employer/Hospital, for the job vacancy in the Human Resources department.

Section 3. During the posting period, the Employer/Hospital will determine if there are members of the bargaining unit who are on lay off and are eligible for recall to the posted position. If there are employees on lay off who are eligible for recall (e.g. to a position which is in their job title, category of employment, salary grade and shift) to the posted position, the individual(s) shall be added to the list of bidders, as though they applied for the position.

Section 4. Selection of the successful bidder shall be completed by the appropriate manager within fourteen (14) days of the close of bidding. The employee selected shall be given two (2) calendar days from the notification of his/her selection to accept the new position. Failure to respond within the time specified shall constitute a rejection of the new position. Should the selected employee be unavailable for notification, the fourteen (14) day selection period shall be extended until the second (2nd) day after such employee is available.

Section 5. The transfer date for employees selected for a new position will be established no later than thirty (30) days from the date of selection and as close to the beginning of a pay period as practicable. If the position filled by a successful bidder becomes vacant within forty-five (45) days of the original posting, the job will be offered to the next eligible bidder. If the position becomes vacant after forty-five (45) days, it shall be reposted.

Section 6. The vacancy shall be filled from within the bargaining unit by seniority from among qualified bidders. Any successful employee must satisfactorily complete the critical care courses within ninety (90) days of entry into the specialty units (ICU, CCU) if such courses have not been previously completed within the previous twenty-four (24) months. If during the first seven (7) days a position is posted and there are no bidders, no qualified bidders, no employees eligible for recall, or no employees who accept recall for the position within the bargaining unit, the employer may seek qualified bidders

from any available source. If after the first seven (7) days of posting the Employer/Hospital has both late internal bidders and external applicants, hiring preference will be given to the most senior, qualified late internal bidder.

Section 7. In the event that the staff mix level is inexperienced, as determined by the Vice-President of Patient Care Services, the parties agree to meet to discuss a mutually agreeable solution. Mutual agreement shall not be unreasonably denied.

Section 8. The successful bidder shall be required to serve a trial period of sixty (60) days in the new position during which the employee is actually at work.

- a.) If at any time during the trial period the successful bidder does not meet satisfactory performance requirements, he/she will be returned to his/her original position or one of the same category and shift if such a vacancy exists. Employees displaced under this section shall be placed in a position according to Article 54, Layoff and Recall.
- b.) If the employee fails to successfully complete the training/education for the new position, the individual will be eligible to reapply for a position with the same requirements after twelve (12) months.
- c.) If a successful bidder is dissatisfied during the trial period, such employee may, within twenty-one (21) calendar days, return to his/her original position if vacant, to a vacant position in the same category, and shift within their original department, or shall be placed according to the layoff and recall procedure except that they shall not be allowed to bump.

Section 9. A list of successful bidders for positions that have been filled through the process provided for in this article, shall be available on the Human Resources Department bulletin board. The list shall be updated on a biweekly basis.

Section 10. Nursing personnel may not be accepted for posted vacant positions until they are licensed. However, permit eligible employees may bid and be accepted in the absence of licensed employees bidding.

Section 11. Probationary employees shall not be permitted to bid except for positions within their job classification and department/clinical unit, or a position that would provide for a change in their category of employment. For purposes of this section, probationary employees hired from any position

within the Employer/Hospital shall have their seniority determined from their most recent date of hire with the Employer/Hospital.

Section 12. A successful bidder may not bid on another posted vacant position for a minimum of nine (9) months unless the position provides for a change in hours or wage grade.

Section 13. Any employee with seniority, who applies for and is placed in a temporary position, shall continue to accrue seniority and all benefits and shall maintain his/her category of employment. At the expiration of the temporary position, such employee shall return to his/her previous position, if vacant, or be placed in accordance with the recall procedure.

Section 14. Should an employee in a regular position be selected to fill a temporary position in his/her same department, that individuals' regular position may then be filled by the Employer/Hospital on a temporary basis from any available source. Should an employee in a regular position be selected to fill a temporary position in another department, the manager of the employee shall have the option of filling the vacated position on a temporary basis from any available source or filling the position as outlined in Sections 1. - 11. above.

Section 15. The process provided below shall be utilized when temporary positions become available that are expected to last thirty (30) calendar days or more:

- a.) Postings for temporary position(s) to be filled shall be made in designated areas near regular postings.
- b.) Postings shall be made for temporary positions of thirty (30) days or more provided the temporary position is vacant.
- c.) Positions will be posted for a minimum of three (3) calendar days.
- d.) The Employer/Hospital may select from among qualified regular employees who have expressed interest.
- e.) In order to be eligible for selection an employee must be available to begin in the position on the date needed.

Article 51 Contracting Out Work

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

- a.) Contracting out work is defined as the use of another employer to perform the work as described above.

- b.) The Employer will not contract out bargaining unit work if such contracting out will cause, currently and directly, layoffs from employment with Employer, part-timing of present employees, or any reduction in regular hours of work.
- c.) The Employer will not use independent contracts and/or agency employees to permanently fill vacant positions in the bargaining unit. While such persons are in use, the Employer will actively recruit to fill the position.

Section 2. In the event the Employer decides to contract out work that is normally and customarily performed by the bargaining unit, but will not result in lay offs, part-timing, or reduction of regular hours, the Employer will notify the Union of their intent three (3) months prior to the proposed implementation date and provide an explanation of the proposed action, when it is proposed to take place and identification of the affected jobs/positions.

Article 52

Management Rights

Section 1. Except to the extent expressly abridged by a specific provision of this Agreement, the Employer/Hospital reserves and retains, solely and exclusively, all of its rights to manage its business in an efficient and orderly manner. These rights include, but are not limited to, the right to hire, to promote and demote, to layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons. The Employer/Hospital maintains the right to maintain, change or discontinue the hours of work; to establish work schedules and assignments and to make changes therein; and to make and enforce reasonable rules and regulations.

Section 2. The Employer/Hospital maintains the right to decide the number and location of its business and service operations, the business and service operations conducted and rendered, the method, process and means used in operating its business and service, and to control buildings, real estate, materials, parts, tools, machinery, and all equipment which may be used in the operations of its business and supplying services. The Employer/Hospital also maintains the right to determine whether, and to what extent, its business and operations will continue or be discontinued, temporarily or permanently, in whole or in part.

Section 3. It is recognized that the foregoing rights as stated within this section are not all inclusive, but indicate the types and matters or rights, which are inherent to the Employer/Hospital.

Article 53 Health and Safety

Section 1. The Employer/Hospital will observe all applicable health and safety laws and regulations, and will provide and maintain safe working conditions and a safe and healthful work environment.

Section 2. The Employer/Hospital agrees to maintain a joint Health and Safety Committee composed of eight (8) employees selected by the Union from among all of the units of the employees represented by the Union, and an equal number of individuals selected by the Employer/Hospital.

Section 3. The Health and Safety Committee shall meet at least once every other month or as mutually agreed by the members of the Committee. The Committee shall determine the nature of all projects and assignments and the amount of time and individuals to be involved with such projects and assignments. Union representatives shall be compensated as time worked for time spent in committee meetings and for time spent on assignment to projects as may be determined by the Committee.

Section 4. All employees are encouraged to identify and report unsafe conditions or potential health hazards to their immediate supervisor. If the supervisor does not respond, or is not able to address and/or correct the condition within a reasonable period of time or immediately as conditions warrant, the employee may direct this concern to the Health and Safety Committee.

Section 5. Any employee may address health and safety concerns to the Committee. The Committee shall investigate any health or safety issue brought to its attention. The Committee shall make recommendations for action by the Employer/Hospital.

Section 6. No employee shall be expected or permitted to work under conditions which will create an immediate and unduly hazardous threat to his/her safety or health.

Section 7. The Local Union's designated Health and Safety Director, or qualified designee, shall receive seven hundred and eighty (780) hours or six thousand dollars (\$6,000.00) per contract year (for both contracts) as an Employer/Hospital paid excused absence for activities related to that position. The Health Safety Director shall investigate grant options, write grant proposals individually or as part of a group grant application, and shall provide additional safety training to employees of Mercy Hospital.

Article 54 Layoff and Recall

Section 1. In the event it becomes necessary to layoff or permanently eliminate a filled position; the Employer/Hospital will give the Union advance notice of its intention to layoff or to eliminate a filled position at least fourteen (14) days prior to layoff. The Union shall be afforded reasonable opportunity to discuss the matter including a meeting with the Vice-President/designee responsible for the affected department/clinical unit(s). Only the Employer/Hospital shall advise employees selected for layoff in accordance with Section 3. below.

Section 2. The Union shall receive information including the number of positions to be reduced, the department/clinical units affected, the job titles, categories and shifts to be affected by the layoff and/or elimination of positions.

Section 3. Employees selected for layoff shall be given at least seven (7) calendar days notice of layoff.

Section 4. Once the department(s)/clinical unit(s), job title of position(s), category(ies) and shift(s) are determined, the procedure for layoff shall be accomplished in the following order:

- a.) all probationary and temporary employees in such job title(s) category(ies) and shifts, in the department(s)/clinical unit(s) affected shall be removed;
- b.) per diem employees shall not be included in the schedule in the job title(s), category(ies) and shift(s) in the department(s)/clinical unit(s) affected;
- c.) the vacancy list that will be used during the layoff process, will be comprised of all positions in the bargaining unit that have been posted and not filled or that are open to the outside;
- d.) it is understood that the placement of employees identified for layoff into vacancies under the provisions of this article shall not constitute a violation of this Agreement;
- e.) when it is necessary to permanently change the number of employees on a shift within a department/clinical unit, such change shall be made first by requesting volunteers from within the department/clinical unit. Absent volunteers, the layoff and recall provisions of this agreement shall be applicable.

Section 5. If, after compliance with the provisions in Section 4. above, an

employee with seniority is subject to layoff, such employee, in accordance with his/her seniority rights, shall be entitled to pursue a position in the bargaining unit in the following sequence. It is understood that in all placements under layoff and recall situations, the employees must meet the requirements of the job description. Should unusual circumstances produce a staffing mix level that could negatively impact on patient care, the parties agree to meet to discuss a mutually agreeable solution. Mutual agreement shall not be unreasonably withheld. In the event that more than one employee is subject to layoff, a committee of equal representatives from each party will be formed for the purpose of administering the provisions of this article. The committee shall determine the appropriate way to develop the pool of employees, taking into account grade, job title, category and shift. The committee shall also determine the available options using the steps provided in this Section.

Step 1. The employee subject to layoff may select any vacant position in the bargaining unit, which is in their category of employment, job title and shift. If the employee opts to drop shift, category and/or job title and maintain grade as requirement for placement, they may do so at any step. However, a part-time employee may not be placed in a full-time position.

Step 2. If no such vacancy exists, they will be permitted to displace any probationary employee in their category of employment, job title and shift.

Step 3. If there are no probationary employees who may be displaced, then the employee subject to layoff may bump the least senior employee in their category of employment, job title and shift.

Step 4. If the employee cannot be placed in a position within their job title, they may select any vacant position in their category of employment, grade and shift.

Step 5. If no such vacancy exists, the employee may displace any probationary employee in their category of employment, grade and shift.

Step 6. If there are no probationary employees who may be displaced in Step 5. above, then the employee may bump the least senior employee in their category of employment, grade and shift provided the employee has more seniority than the less senior employee.

Step 7. If the employee cannot be placed in a position in their category of employment, grade and shift, they may select any vacant position

in their category of employment and grade.

Step 8. If no such vacancy exists, the employee may displace any probationary employee in their category of employment and grade.

Step 9. If there are no probationary employees who may be displaced in Step 8. above, the employee may bump the least senior employee in their category of employment and grade provided the employee has more seniority than the least senior employee.

Step 10. If the employee cannot be placed within a position in their category of employment and grade by Step 9. above, then the above Steps 4. through 9. shall be repeated in the next lower grade and then to subsequent lower grades until placed into a position or laid off.

Employees who have been given notice of layoff and are in the process of being placed shall be given up to four (4) hours to make a decision regarding their placement.

Section 6. In all placements under layoff and recall situations the employees must meet the requirements of the job description. However, in specialty units (ICU, CCU, ER & L & D), if a staff mix level is inexperienced, as determined by the Vice-President of Patient Care Services, the parties agree to meet to discuss a mutually agreeable solution. Mutual agreement shall not be unreasonably withheld. When the least senior employee above is bumped, they shall be placed as if they were originally subject to layoff as described above.

Section 7. If no vacancy exists, such employee targeted for layoff may elect a layoff instead of bumping a less senior employee without jeopardizing unemployment benefits, subject to New York State regulations and where the cost of unemployment to the Employer/Hospital would not differ.

Section 8. For employees who are laid off, payment for accrued PTO leave shall be made at the pay date next following the conclusion of the last severance payment.

Section 9. Employees on layoff shall not accrue seniority.

Section 10. Employees shall be considered for recall by seniority to vacancies,

for which they possess the ability to perform the job, in accordance with Article 50, Filling of Vacant Positions. Regular full-time employees, at their option, may accept recall to a regular part-time position and remain on recall to a regular full-time position. Regular part-time employees who are displaced shall be eligible for recall, during such period of recall under Section 13., until such time as they have been recalled to a position equal in FTE hours to the position from which they were originally displaced.

Section 11. Employees on layoff shall be entitled to two (2) weeks of severance pay. In the event the employee is recalled to work within the two (2) week severance period, severance pay shall be reduced by hours actually worked. Employees may continue to participate in the Employer/Hospital's group life and group health insurance programs until the end of the month in which the layoff occurred and for an additional two (2) months with the employee paying only his/her share of the cost. After this point, employees may continue in the Employer/Hospital's group life and group health insurance program but at their own expense.

Section 12. Recalls from layoff will be by certified mail to the employee's last known address on file with the Employer/Hospital. It shall be the employee's responsibility to ensure the Employer/Hospital has a current address. Any employee recalled must notify the Employer/Hospital of intent to return within three (3) working days after receipt of due certified notice unless prevented from doing so by verifiable illness or death in the family or current employment where notice is required, in which case the employee must report within fifteen (15) days of recall notice.

Section 13. Non-probationary employees who are laid off shall be subject to recall as follows:

- a.) employees having less than one (1) year of seniority, shall have recall rights for a period of twelve (12) months;
- b.) employees having one (1) or more years of seniority, shall have recall rights for a period of twenty-four (24) months.

Section 14. An employee placed into a position through the layoff and recall process, whether by filling a vacant position or displacing another employee, will serve a job trial period as defined in Article 50, Filling of Vacant Positions, Section 7.

The placed employee shall have twenty-one (21) calendar days in which to decide whether to remain in the position. Should the employee choose not to remain in the position the employee will be placed on layoff on the recall list.

The employee will be eligible for recall in accordance with this article but shall not have additional bumping rights.

Should the Employer/Hospital decide within the job trial period that the employee is not performing at a satisfactory level, the employee will be placed through the layoff and recall process. The employee will be allowed one (1) additional bumping option if necessary.

Article 55 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 strike action (sympathy or otherwise) while this Agreement is in effect.

The Union, its officers, agents and representatives, shall refuse to aid or assist in any way, employees participating in any of the foregoing prohibited practices, and shall, in good faith, use reasonable efforts to have such practices terminated.

The Employer/Hospital 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 56 Successorship

This Agreement shall be binding upon the parties hereto, their successors and assigns. In the event the Employer/Hospital facilities are sold or assigned the Employer/Hospital will give notice to the purchaser or assignee of the existence of, and operations covered by this Agreement. The Employer/Hospital 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 57 Savings Clause

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by an administrative agency or court of competent jurisdiction, such decision shall only apply to the specific article, Section or portion thereof directly specified in the decision.

All remaining provisions of this Agreement shall be maintained in full force and effect to the extent not invalidated by such determination.

Article 58 Extended Shifts

Section 1. Extended shifts shall be defined as those shifts that are more than the regularly scheduled eight (8) hour shift, inclusive of the thirty (30) minute unpaid meal period.

Section 2. Employees working extended shifts must take all paid time off benefits in amounts equal to their regular extended shifts.

Section 3 Scheduled weekend work shall be evenly divided among employees assigned to a department or unit. Each department/unit will have the option of determining weekend scheduling preference no later than October 15 of each year for the following calendar year. Options will include:

- a.) for shifts up to ten (10) hours:
 - (1.) not being required to work more than twenty-six (26) weekends (consecutive days) space per calendar year; or
 - (2.) shall not be required to work more than every other weekend;
- b.) for shifts greater than ten (10) hours:
 - (1.) not being required to work more than eighteen (18) weekends (consecutive days) per calendar year; or
 - (2.) shall not be required to work more than every third weekend.

Employees may work more than the above on a voluntary basis.

Any employee who accepts a position on another unit must adhere to the weekend work schedule of that unit regardless of the number of previous weekends worked prior to the effective start date on the new unit.

Section 4. A manager will not schedule an employee for more than two (2) consecutive days unless voluntarily requested, exclusive of on-call requirements.

Section 5. A holiday commitment shall be established for the nine (9) major holidays defined as: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Christmas Eve and New Year's Eve.

- a.) The holidays and/or shifts referenced below shall be paid at

the rate of time and one-half (1.5) the employee's base rate for all hours worked:

- (1.) Christmas Eve from 3:00 p.m. on 12/24 through 7:00 a.m. on 12/25;
 - (2.) Christmas Day from 6:00 a.m. on 12/25 through 7:00 a.m. on 12/26;
 - (3.) New Years Eve from 3:00 p.m. on 12/31 through 7:00 a.m. on 1/1;
 - (4.) New Years Day from 6:00 a.m. on 1/1 through 7:00 a.m. on 1/2;
 - (5.) Easter Sunday from 6:00 a.m. through 7:00 a.m. the next day;
 - (6.) Memorial Day from 6:00 a.m. through 7:00 a.m. the next day;
 - (7.) Independence Day from 6:00 a.m. on 7/4 through 7:00 a.m. on 7/5;
 - (8.) Labor Day from 6:00 a.m. through 7:00 a.m. the next day; and
 - (9.) Thanksgiving Day from 6:00 a.m. through 7:00 a.m. the next day.
- b.) For scheduling purposes only, each employee will be assigned to one (1) of the following holiday rotations:
- (1.) "A" weekend/holiday rotation - New Year's Eve, Christmas Day and Memorial Day;
 - (2.) "B" weekend/holiday rotation - Christmas Eve, New Year's Day and Independence Day; or
 - (3.) "C" weekend/holiday rotation - Easter Sunday, Labor Day and Thanksgiving Day.

Any employee may volunteer to work more than two (2) holidays.

- c.) Employees shall not be required to work more than one of Christmas and/or New Year's Eve per year. Assignments to work these days shall be made on a rotating basis as needed to meet staffing requirements.
- d.) In the event that staffing remains insufficient for holiday coverage, volunteers will be requested. If the staffing remains insufficient, it shall be provided from a seniority list with the least senior employee being utilized first. Once the list has been rotated through, the process will then begin again with the least senior employee.
- e.) Switching of shifts or partial shifts between employees may occur after the schedule is posted with the manager's approval. Written requests must have the signature of the affected employees. The initially

scheduled holiday shall be considered the holiday commitment.

Section 6. Employees occupying a position comprised of twelve (12) hour shifts exclusive of a one-half (.5) hour unpaid meal period may address the reduced hours in one of the three (3) following ways:

- a.) The employee may utilize available PTO for the reduced hours on a pay period basis. This use would be an exception to Article 30, Paid Time Off, Section 10. (1.).
- b.) The employee may choose to request to work an extra shift to compensate for the lost time once in every two (2) pay periods and such requests shall not be unreasonably denied. Should the employee make such a request and a need exists, as determined by Management, the employee shall be scheduled to work an extra shift every other pay period until such request is rescinded by the employee. Such employee(s) shall have preference for the extra hours over other employees requesting additional hours.
- c.) The employee may choose not to be compensated for the time.

Section 7. Shift differential will be paid as follows:

- a.) for the day shift, evening shift differential for all hours worked after 3:00 p.m.;
- b.) for the evening shift, evening shift differential for all hours worked after 3:00 p.m.; and
- c.) for the night shift, evening shift differential for all hours worked before 11:00 p.m. and night shift differential for all hours worked after 11:00 p.m.

Section 8. An employee assigned to an extended shift as of June 4, 1998 shall not have their extended shift involuntarily modified or discontinued for the purpose of creating a non-extended shift for the duration of this Agreement, so long as the same individual occupies the position.

Section 9. All provisions of this Agreement shall apply unless specified in this article.

Article 59 Parking

Section 1. The Employer/Hospital shall maintain its current parking discount program for employees covered by this Agreement which is as follows:

- a.) full-time employees shall pay \$7.75 per payroll period, not to exceed \$186.00 per year; and
- b.) all other categories of employees are charged \$3.90 per payroll period, not to exceed \$95.00.

Section 2. Full-time employees, who work at off sites, shall pay the parking rate outlined in Section 1. b.) above.

Article 60 Travel

Section 1. Employees who are required to travel in their personal vehicle, in the performance of routine duties, or between sites within a scheduled shift will be fully reimbursed for:

- a) parking;
- b) tolls; and
- c) automobile mileage at the existing IRS rate.

Article 61 Preceptor

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

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

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

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

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

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

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

Section 8. Preceptors shall not be assigned as charge nurse or team leader, unless it is part of the training program.

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

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

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

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

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

Section 13. Preceptor training classes shall be offered semi-annually or quarterly based on need and number of interested personnel.

Section 14. Preceptor pay shall be defined in Article 24, Salaries.

Article 62 Agency Personnel

Section 1. Agency personnel may be used when:

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

Section 2. On a quarterly basis, the Employer/Hospital and the Union shall review the use of Agency personnel.

Article 63 Cafeteria Discounts

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

Article 64 Workload and Staffing Committee

Section 1. High quality patient care and achieving optimal nurse-to-patient ratios are the mutual goals of the Employer/Hospital and the Union. The Employer/Hospital and the Union also recognize that staff Registered Nurses should participate in decisions affecting the delivery of care. To that end a Workload and Staffing Committee has been formed to address and to resolve staffing issues. The Committee shall consist of five (5) Employer/Hospital representatives, plus the Vice-President of Patient Care Services or his/her designee, and five (5) Union representatives, plus the President of the Local Union or his/her designee. The Committee representatives for both the Employer/Hospital and the Union shall have one representative from each of the following areas:

- a.) Critical Care;
- b.) Maternal Child (inclusive of Labor and Delivery);
- c.) Medical-Surgical;
- d.) Perioperative Services; and
- e.) Acute Ancillary Services.

Other individuals may be invited to meetings as needed for information purposes. Agenda items for regular committee meetings will be submitted to the Vice-President of Patient Care Services at least one (1) week prior to the scheduled meeting.

Section 2. The Workload and Staffing Committee will strive to improve the current nurse-to-patient ratios through:

- a.) analysis of current staffing templates for all inpatient clinical areas;
- b.) analysis of current staffing templates for all outpatient clinical areas;
- c.) analysis of current staffing templates for all long term/alternate level of care areas;
- d.) determination of the appropriate number of full-time equivalents required to cover call-ins, disabilities, workers' compensation absences and leaves of absence as well as alternate methods for covering such absences; and
- e.) research available patient acuity measurement tools.

The committee will jointly determine the nurse-to-patient ratios that will set the standard for high quality patient care in Western New York and will ensure that Mercy Hospital of Buffalo becomes the "employer of choice" among nurses in Western New York. The committee co-chairs will present their recommendations on such nurse-to-patient ratios to the Senior Administrative Team for Mercy Hospital for review and consideration.

Section 3. In addition to the template and acuity assessments identified in Section 2. above, the Workload and Staffing Committee will also assess the following issues that have a direct impact on daily staffing:

- a.) average daily census inclusive of admissions, discharges and transfers;
- b.) patient safety , inclusive of coordination of care, ability to provide continuity of care, patient education and proper discharge education;
- c.) staff mix;
- d.) use of agency/supplemental staff;
- e.) hours of work, workloads, shift assignments, shift rotation, on-call utilization, and floating;
- f.) patient care delivery models inclusive of the role of the charge nurse and hours of care;
- g.) facility characteristics (geography of department/unit, square footage, etc.); and
- h.) available financial resources.

Section 4. The Employer agrees that the Workload and Staffing Committee will conduct a full-scale review of the utilization and licensure allowances for Licensed practical nurses and will commit to utilize existing LPNs as part of the team approach to patient care delivery.

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

Section 6. The Workload and Staffing Committee will research and evaluate ergonomic technologies designed to improved workflow and risk reduction associated with errors and injuries; including but not limited to a “minimal lift” and “no lift” work environment.

Section 7. The Employer will create an organizational culture of retention that empowers and is respectful of its nursing staff. The Employer will analyze and correct problems related to the following issues that affect nurse retention:

- a.) the paperwork and administrative burden that takes nursing time away from patient care;
- b.) the peer support network;
- c.) registered nurse exit interviews;
- d.) turnover and vacancy rates;
- e.) employee satisfaction;
- f.) recruitment initiatives.

Section 8. An employee questioning the staffing level on a specific shift, on their unit/clinic/department shall notify the charge nurse who will contact the designated manager/supervisor on duty. The manager/supervisor will attempt to resolve the problem. If the employee’s concern is unresolved the employee will so indicate on a form mutually agreed to by the Employer/Hospital and the Union. A copy of the form will be sent to the appropriate manager/supervisor and to the Union for review. The manager/supervisor will forward the form to the Workload and Staffing Committee who will review and investigate the incident documented on the form.

Section 9. If over a six (6) month period a shortfall in budgeted staffing exists and results in hours paid over budget for a job title, and the shortfall is not a result of vacancies or unusual circumstances, the Employer /Hospital or the Union shall submit the shortfall in staffing to the Committee as an agenda item for review at the next scheduled meeting. This review will include the use

of per diem and part-time employees.

Section 10. The Workload and Staffing Committee shall have the authority to carry out the work outlined in this Article, and to implement the recommendations of a majority of the Committee members. The only exceptions shall be that if there is a financial and/or organizational wide impact associated with the recommendations, a proposal will be drafted by the Committee and presented to the Senior Administrative Team for Mercy Hospital for review and consideration.

Article 65 Nursing Practice Committee

Section 1. The Union and the Employer/Hospital agree to a Nursing Practice Committee. The Committee shall consider all matters relative to nursing practice.

Section 2. The Committee will consist of ten (10) permanent members, five (5) appointed by the Union and five (5) appointed by the Employer. The selected members must be a cross section representative of the diverse clinical areas where nursing is practiced. Additional representatives from specific clinical areas will be invited at the discretion of the Hospital/Union.

Section 3. The committee may be comprised of both registered nurses and licensed practical nurses. The Employer/Hospital representatives will include at least one (1) director and one (1) representative from Clinical Education.

Section 4. Union representatives shall be compensated as time worked for all time spent in Committee meetings, and for time spent on assignment as designated by the committee.

Section 5. The Committee shall meet once each month with the responsibility for the meetings being shared by the chair, one (1) for each side. Either party may submit agenda items for the monthly meeting at least seven (7) calendar days prior to the scheduled meeting date. Monthly minutes shall be published for distribution to all clinical units. The chair shall assign a Committee person to take minutes. Minutes shall be approved by the committee prior to distribution.

Section 6. The Committee shall make formal recommendations for administrative action.

Article 66 Employee Assistance

Section 1. The current Employee Assistance Program shall be maintained.

Section 2. The parties agree to meet to discuss improvements in the program including improved services and availability.

Article 67
Uniform Policy

Section 1. The Employer/Hospital shall maintain a Uniform Policy.

Section 2. Should either party desire to modify the existing Uniform Policy, such party shall notify the other party of its desire to negotiate modifications to the existing Uniform Policy.

If the request to modify the Policy is made by the Employer/Hospital and the parties are not able to reach agreement, the Employer/Hospital may implement its last proposal. Should the Employer/Hospital implement its last proposal, the Union may challenge the reasonableness of the Policy by proceeding directly to arbitration under the Grievance and Arbitration article of this Agreement, provided it does so within twenty (20) calendar days from the date in which the revised Policy is implemented.

If the request to modify the Policy is made by the Union and the parties are not able to reach agreement, the Union may challenge the reasonableness of the Employer/Hospital's refusal by proceeding directly to arbitration under the Grievance and Arbitration article of this Agreement, provided it does so within twenty (20) calendar days from the Employer/Hospital's final response.

Article 68
Students

Section 1. Instructors are responsible for patient care delivered by students. Students shall not be left in a department/clinical unit without an instructor present unless they (the students) are only observing as their clinical experience.

Section 2. Employees are responsible in their department/clinical unit when directly observing the delivery of patient care. In the event of an alteration from the standard of care, the employee shall report such to the instructor first and to the manager/supervisor second. Employees may assist students in the learning process when able, not to the detriment of their patient care responsibilities.

Article 69
Union Printing

The Employer/Hospital and the Union will share equally in the cost of printing the Union contracts.

Article 70
Duration

This agreement shall be effective as of June 4, 2008 and shall remain in full force until and including June 3, 2012, and shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing on or before ninety (90) days prior to the termination date of this Agreement of its desire to terminate or modify this Agreement. In the event such notice is given, within thirty (30) days after the receipt of such notice to terminate or modify, the Employer/Hospital and the Union shall commence collective bargaining with respect to a succeeding agreement.

Executed at Buffalo, New York
This 4th day of June, 2008.

Mercy Hospital of Buffalo

Communication Workers of America, AFL-CIO

Joseph T. Giglia, II
Director, Human Resources Legal

Margaret Chadwick-Ledwon, R.N.
President, CWA Local 1133

Joseph A. Scrivo, Jr.
Director Human Resources

Debora M. Hayes
CWA Staff Representative

Christine Harroun, R. N.
Bargaining Committee Member

Jacqueline Zasowski, R.N.
Bargaining Committee Member

Julie Galley, R.N. Discharge Coordinator
Bargaining Committee Member

Memorandum of Understanding #1 Joint Labor Management Committee

During the course of negotiations, the parties discussed, at length, the desire to establish a new relationship between CWA Local 1133 and the management of Mercy Hospital of Buffalo.

To this end, Mercy Hospital of Buffalo and CWA Local 1133 agree, subsequent to ratification of the Agreement to launch a new cooperative business partnership. The parties will begin dialog on the establishment of a formalized joint Labor Management Committee. The purpose will be to educate each other on the critical business operating issues affecting Mercy Hospital's financial viability, welfare of our customers, and associates.

The committee shall mutually agree to the agendas to be covered and the frequency of meetings. The committee shall also be charged with the formation of sub committee as necessary, to address specific issues.

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

Memorandum of Understanding #2 On-Call and Work in Progress

During the negotiations that resulted in this collective bargaining agreement, the Employer/Hospital and the Union agreed to contract language regarding on-call. The following attachment is the procedure(s) that will be followed in assigning employees to be on-call, as agreed to Article 28, On-Call Pay.

A.) Work In Progress:

Work in progress is defined for the purposes of this Memorandum of Understanding as an employee being engaged in a surgical or non-surgical, procedure or the care of a post-surgical patient at the scheduled end of the employee's shift. The following process will be followed to staff at the end of the employee's work shift:

- 1.) Every effort will be made to solicit volunteers from the available staff at work, to stay to complete the care of the patient.
- 2.) If there are no volunteers, the individual on-call will be contacted and required to report to work or remain at work to perform the assignment.
- 3.) The scheduled employee may be required to remain at work until the individual on-call reports to work.

B.) On-Call Procedure: Operating Room

Section 1. All registered nurses, upon completion of orientation, and with the approval of Staff Development and the Director of Perioperative Services are required to take a minimum of two (2) shifts of on-call per month subject to the procedures outlined below. Call shall be evenly distributed between qualified staff. Weekend shift hours are defined as 7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m. Weekday shift hours are defined as 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m. Per diem employees shall be required to share in the on-call responsibilities of the operating room with the understanding that the per diem employee shall not be required to take call more than six (6) times per calendar year.

Section 2. The RN assigned on-call will begin call at the conclusion of their weekday shift (i.e., 6:00 p.m., etc.). In the event that a nurse signs for call and is scheduled to work after the hour of 3:00 p.m. the hours after 3:00 p.m. until the end of the employee's assigned shift may be covered as extra call time, by employees already fulfilling his/her required call obligation.

Section 3. Sign up for call:

- a.) on a voluntary basis, any volunteer signing for a weekend call shift will not be required to take call another weekend shift that month;
- b.) any work involving open-heart procedures will be covered by the open-heart team; including call for open-heart procedures;
- c.) the scheduling employee or management will post a blank monthly on-call sign up calendar on the first weekday of the preceding month at 7:00 a.m. (e.g., the March on-call sign up list will be posted the first weekday of February);
- d.) employees who are not able to be physically present at the time of posting may give on-call preference to another peer to sign them up for call when the list is posted; employees may sign for two (2) on-call shifts up to and including the fifteenth (15th) of the month; after that, extra time may be signed for and no bumping will be allowed.

Section 4. If an employee is unable to cover his/her on-call time on a posted schedule, it is his/her responsibility to get coverage. The only exceptions shall be a death in the family, workers' compensation leave, disability leave, and extenuating circumstances beyond his/her control. In these circumstances, the manager is responsible to find coverage for the call. The employee agreeing to cover call at that time will then assume all responsibility for that call. In the event an employee calls in for his/her scheduled shift and is on-call that day, the employee will indicate whether he/she is calling in for the on-call as well.

Section 5. In the event that there remains vacant shifts on the on-call list by the twentieth (20th) of the month, (i.e. February 20, for the March on-call sign up) call will be assigned according to the following guidelines:

- a.) first to the employee or employees who have not fulfilled their commitment of two (2) shifts as in Section 1. above;
- b.) per diem employees shall be required to share in the on-call responsibilities in the operating room with the understanding that the per diem employee shall not be required to take call more than six (6) times per year;
- c.) on-call vacancies will be assigned by rotation on an inverse seniority basis, designated by an (a) symbolizing "on-call assigned" on the posted schedule; when an employee is scheduled to work

the 7:00 a.m.-3:00 p.m. shift on a Saturday or Sunday they cannot be assigned on-call the preceding shift (11:00 p.m.-7:00 a.m.).

Section 6. In the event that an employee calls in for a scheduled weekend shift, the on-call person will cover their shift and the secretary or management will call for volunteers to cover the on-call vacancy for emergency surgeries.

Section 7. If an employee signs for call on a particular shift and the schedule is then posted with the employee on a regular shift that day, it is the management's responsibility to replace the on-call shift.

In order to provide a complete record and maintain fairness among the employees, the following symbols will be used on the posted schedule:

- a.) Assigned on-call (a);
- b.) Down staffed, (ds) which is defined as completing less than four (4) hours of the shift;
- c.) Early out, (eo) which is defined as completing four (4) or more hours of the shift.

These symbols will be placed beside the employee's name designating the status of their call if applicable.

Section 8. Holiday on-call shall be assigned on a voluntary basis. If there are no volunteers to cover the holiday it will be assigned on a rotating basis, in inverse order of seniority until the complete list has been rotated through. Employees will be notified two (2) weeks prior to the holiday they have been assigned to cover.

Section 9. If an employee is scheduled to work the eve or the day of a holiday, they shall not be assigned on-call for that holiday.

Employees working the holiday have the option to request the day after a holiday off, and shall be given preference to any other employee requesting off.

Section 10. If an employee is assigned to work during one holiday weekend shift that

employee is not to be assigned another weekend holiday shift that year. (i.e. if the employee is assigned to work the Saturday prior to Easter, that employee cannot be assigned the preceding Saturday or Sunday when Monday is the Holiday such as Fourth of July, Memorial Day, etc.)

C.) On Call Procedure: Post Anesthesia Care Unit

Section 1. All registered nurses, upon completion of orientation, and with approval of Staff Development and Director of Perioperative Services are required to take a minimum of two (2) shifts of on-call per month subject to the procedures outlined below. Call shall be evenly distributed among qualified staff. Weekend shift hours are defined as 7:00 a.m. on Saturday to 7:00 a.m. on Monday. Weekday shift hours are defined as 11:00 p.m. to 7:00 a.m. Per diem employees shall be required to share in the on-call responsibilities in the Post Anesthesia Care Unit with the understanding that the per diem employee shall not be required to take call more than six (6) times per calendar year.

Section 2. When taking call, if an RN is called into work and is on the posted schedule for the next morning, the following options will be available:

- a.) report for duty up to a maximum of eight (8) hours after they punch out; or
- b.) report to work at his/her scheduled time.

In each case the RN must inform the nurse manager by leaving a written notice at the nurse's station and inform the on duty house supervisor.

Section 3. An employee who is scheduled for weekend call and is called into work may request to take one (1) shift off during the following week. This request may not be unreasonably denied. If the employee is denied time off during the week, the employee shall be considered first for other early out or late start options that week.

Section 4. For Saturday schedule, the 7:00 am. to 3:00 pm on-call person will be used for morning cases. The Saturday twenty-four (24) hour on-call person may be utilized in the event of increased acuity, operating room volume or to cover unscheduled paid time off.

Section 5. Holiday call, Night Call (11:00 pm - 7:00 am) and weekend call (Saturday 7:00 am - 7:00 am on Sunday and Sunday 7:00 am - 7:00 am on Monday) for the Surgical PACU Holiday Call will be scheduled as outlined below:

- a.) Holiday Call will be divided into eight (8) hour shift assignments.
- b.) From October 1 - 31, employees will be expected to pick their holiday assignments for the following year.
- c.) Holidays will be grouped into Group A, Group B, Group C (see Section 6 below).
- d.) Each full-time and part-time employee will be expected to pick one

(1) holiday in Group A and two (2) holidays in either Group B or C by seniority. Per diems will pick only one (1) holiday in A, B or C.

- e.) Employees will pick their holiday assignment according to seniority in their assigned group.
- f.) A holiday list will be kept on an on going basis beginning with 2007.
- g.) New staff will take the holiday assignment of the employee they are replacing provided they are trained.
- h.) If a holiday shift becomes vacant unexpectedly it will be filled by the assignment system. If the employee whose turn it is to be assigned is on vacation they will be excused and the next employee on the list will be assigned. The excused employee will take the next turn.
- i.) Any employee whose holiday obligation will only be limited to one (1) for that year, will not automatically be assigned if a vacancy becomes available unexpectedly.
- j.) Staff may trade holidays but will be credited for the holiday originally assigned.
- k.) Rotation for being assigned one (1) or two (2) holidays will be done in turn accordingly to number of staff, and is understood that this may vary from year-to-year.

Section 6. Holiday groups will be defined as follows:

<u>A</u>	<u>B</u>	<u>C</u>
Christmas Eve: 3:00 pm - 11:00 pm 11:00 pm - 7:00 am	Easter Sunday: 7:00 am - 3:00 pm 11:00 pm - 7:00 am	Memorial Day: 7:00 am - 3:00 pm 11:00 pm - 7:00 am
Christmas Day: 7:00 am - 3:00 pm 3:00 pm - 11:00 pm	Memorial Day: 3:00 pm - 11:00 pm	Easter Sunday: 3:00 pm - 11:00 pm
	Independence Day: 7:00 am - 3:00 pm 11:00 pm - 7:00 am	Independence Day: 3:00 pm - 11:00 pm
	Labor Day: 3:00 pm - 11:00 am	Labor Day: 7:00 am - 3:00 pm 11:00 pm - 7:00 am

Thanksgiving Day: 7:00 am - 3:00 pm	Thanksgiving Day: 3:00 pm - 11:00 pm
New Years Day: 3:00 pm - 11:00 pm	New Years Day: 7:00 am - 3:00 pm 11:00 pm - 7:00 am
New Years Eve: 3:00 pm - 11:00 pm	New Years Eve: 11:00 pm - 7:00 am

Section 7. Assignment System for all Registered Nurses working in PACU:

- a.) Separate lists will be kept for both holiday call, night call and weekend call. All extra call assignments will be divided into eight (8) hour shifts: 7:00 am - 3:00 pm, 3:00 pm - 11:00 pm and 11:00 am - 7:00 am.
- b.) Extra on-call will be assigned on a rotating basis.
- c.) If an employee is unable to cover his/her call due to disability, workers' compensation or any other unexpected leave of absence, the manager will:
 - 1.) ask for volunteers; and
 - 2.) if there are no volunteers available, then the on-call assignment will be assigned starting with the least senior employee and rotating until all employees have taken their turn. A separate list will be kept for all extra on-call that was assigned.
- d.) If an employee's regular on-call assignment falls during his/her vacation, the employee will attempt to switch or solicit volunteers to cover the shift(s). If there are no volunteers then the manager will assign the on-call. The only exception to this will be holiday call. It is the employee's responsibility to cover his/her holiday obligation if he/she schedules his/her vacation at that time.
- e.) A per diem employee can be assigned to cover on-call if they have not met their call obligations inclusive of the holiday according to Article 18, Section 12. A per diem employee may voluntarily pick-up extra on-call at any time.

D.) On-Call Procedure: Labor and Delivery

Section 1. The on-call procedure is not to be used to cover vacancies in a posted schedule or for call-ins. It is only to be utilized in situations where there is an increase in patient volume or acuity that justifies the individual on-call

being called in.

Section 2. The following process will be utilized for the utilization of on-call:

- a.) A calendar for on call will be posted with each new schedule
- b.) Every RN, who has completed orientation, is obligated to cover eight (8) hours of call per month. Per diem employees shall be required to share the on-call responsibilities in Labor and Delivery with the understanding that the per diem employee shall not be required to take call more than six (6) times per calendar year.
- c.) The on-call obligation may be split into two (2) four (4) hour shifts per month.
- d.) After the employees have voluntarily filled in their on-call obligation, on-call will become a part of the posted schedule.
- e.) If there are vacancies remaining on the on-call sign up sheet, management may assign employees who have not fulfilled their commitment.

If more than two (2) employees have not met their commitment then assignment will be done by inverse seniority on a rotating basis.

E.) On-Call Procedure: Imaging Services

Section 1. RN call shall be evenly distributed between qualified staff.

Section 2. On-call shall not be used to cover vacancies or for call ins. It is only to be utilized in situations where a RN is needed to assist in the treatment of an unscheduled patient or when follow-up is required as part of the continuation of a procedure.

Section 3. When taking call, if a RN is called into work and is on the posted schedule for the next morning, the following options will be available:

- a.) report for duty up to a maximum of eight (8) hours after they punch out; or
- b.) report to work at his/her schedule time. The exception will be when an employee is called in only once during the period of an eight (8) hour on-call assignment within two (2) hours prior to the beginning of their shift.

F) On-Call Procedure: Cardiac Catherization Lab

Section 1. All registered nurses, upon completion of orientation and with the approval of the nurse manager are required to take part on the on-call team subject to the procedures outlined below. Weekday shift hours are defined as 6:00 p.m. to 6:00 a.m. Weekend shift hours are defined as 6:00 a.m. Saturday to 6:00 a.m. Monday. Per Diem employees shall not be required to assume on-call responsibility more than six (6) times per year.

Section 2. In the event an employee calls in on a scheduled on-call shift, management will ask for volunteers to cover that shift. If there are no volunteers, on-call will be assigned in inverse order of seniority on a rotating basis.

- a.) A calendar for on-call will be posted with each new schedule.
- b.) On-call may be split between two (2) or more RNs as long as on-call hours are covered accordingly.

Section 3. Holiday on-call shall be assigned on a volunteer basis. If there are no volunteers to cover the holiday it will be assigned on a rotating basis in inverse order of seniority until the complete list has been rotated through. Employees may volunteer for multiple holidays. In the case that two (2) or more RN's want the same holiday off, it will be awarded to the highest senior employee on a rotating basis. A RN will not work that same holiday the next year unless they volunteer to do so.

Section 4. When taking call, if a RN is called into work and is on the posted schedule for the next morning, the following options will be available:

- a.) report to work at his/her scheduled time;
- b.) report for duty up to six (6) hours after he/she punches out.

In each case, the RN must inform the nurse manager by leaving a voice mail at the nurses station in the holding room.

Section 5. When taking call, if a RN is called into work and is on the posted schedule for the next morning, that employee shall be considered first for early out/downstaffing considerations for that day.

Section 6. An employee may be engaged in a case or the care of a post-intervention patient at the end of the employees scheduled shift. Volunteers will be asked to cover the case until the time the RN can complete his/her assignment and the lab can function with the remaining call team only.

G.) On-Call Procedure: Neurology/Peripheral Vascular

Section 1. All registered nurses, upon completion of orientation and with

the approval of the nurse manager are required to take part in the on-call team subject to the procedures outlined below. Weekday shift hours are defined as 6:00 p.m. to 6:00 a.m. Weekend shift hours are defined as 6:00 a.m. Saturday to 6:00 a.m. Monday. Per Diem employees shall not be required to assume on-call responsibility more than six (6) times per year.

Section 2. In the event an employee calls in on a scheduled on-call shift, the manager will ask for a volunteer to cover that shift and all such shifts will be evenly rotated. If there is no volunteer, the on-call shift will be assigned in inverse order of seniority on a rotating basis.

Section 3. A calendar for on-call will be posted with each new schedule. On-call may be split between two (2) or more RNs as long as on-call hours are covered.

Section 4. Holiday on-call shall be assigned on a volunteer basis. If there are no volunteers to cover the holiday it will be assigned on a rotating basis in inverse order of seniority until the complete list has been rotated through. Employees may volunteer for multiple holidays. In the case that two (2) or more RNs want the same holiday off, the employee with the highest seniority will be given off. An RN will not work that same holiday the next year unless he/she volunteers to do so.

Section 5. When taking call, if a RN is called into work and is on the posted schedule for the next morning, the following options will be available:

- a.) report to work at his/her scheduled time; or
- b.) report for duty up to eight (8) hours after he/she punches out.

In each case the employee must inform the manager by leaving a voice mail at the nurses station in the holding room.

Section 6. When taking call, if an RN is called into work and is on the posted schedule for the next morning, that employee shall be considered first for early out/downstaffing considerations for that day.

Section 7. An employee may be engaged in a case or the care of a post-intervention patient at the end of the employees scheduled shift. Volunteers will be asked to cover the case until the time the RN can complete his/her assignment and the lab can function with the remaining call team only.

H. On-Call Procedure: Dialysis Unit

Section 1. RN call shall be evenly distributed between qualified staff.

Section 2. On-call shall not be used to cover vacancies or for call-ins. It is only to be utilized in situations where a RN is needed to assist in the treatment of an unscheduled patient or when follow-up is required as part of the continuation of a procedure.

Section 3. In the event an employee calls in on a scheduled on-call shift management will ask for volunteers to cover that shift. If there are no volunteers, on-call will be assigned in inverse order of seniority on a rotating basis.

- a.) A calendar for on-call will be posted with each new schedule.
- b.) On-call may be split between two (2) or more RNs as long as on-call hours are covered accordingly.

Memorandum of Understanding #3 Attendance and Tardiness

During the negotiations that resulted in this Collective Bargaining Agreement, the Employer/Hospital provided the Union with a copy of the Human Resources Policy and Procedure, Attendance and Tardiness.

The Union and the Employer/Hospital agree that the Attendance and Tardiness policy revised on June 6, 2004 and attached to this Agreement will remain in effect for the life of this Agreement.

PURPOSE:

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

SCOPE:

All regular full-time, regular part-time, part-time, flex full-time, flex part-time, weekend and per diem employees of Mercy Hospital with the exception of employed physicians.

GENERAL STATEMENT OF POLICY:

To ensure fair, impartial equitable and consistent treatment for all employees, an attendance and tardiness policy has been developed. The main objective of this policy is to improve overall attendance and punctuality in a constructive manner. Reducing absenteeism and tardiness will decrease unnecessary costs, increase efficiency and contribute toward higher standards of quality patient care.

PROCEDURE:

1. Employees are expected and required to be in regular attendance and be prepared to commence work activities at designated work locations, days and assigned hours. Employees are also expected to remain at work for the entire period excluding rest and meal periods. Late arrival, early departure and other personal absences are disruptive and should be avoided whenever possible.
2. The policy of Mercy Hospital is to make a fair and reasonable allowance for employees' absences, recognizing that a reasonable amount of absence due to bona fide sickness or emergency situations is often beyond the control of the employee. Conversely, our Hospital and its patients are entitled to a

reasonable degree of regularity in the attention of our employees to their responsibilities.

3. Mercy has established and/or recognizes a number of programs to provide for both regularly scheduled time off from work, and for certain other types of absences which may reasonably be expected to occur. The absences related to the programs below are not applicable under this policy, provided the absence meets the requirement for proper notification, prior approval, documentation and/or eligibility as set forth in this policy or in the applicable programs noted. These programs are:
 - a.) Scheduled Paid Time Off (PTO);
 - b.) Approved Leave of Absence pursuant to applicable hospital policy or collective bargaining agreements;
 - c.) Absences associated with workers' compensation claims;
 - d.) Excused absence with pay for bereavement, jury duty, and military service;
 - e.) Low census days/lack of work (e.g., down staffing);
 - f.) Holiday;
 - g.) Emergency conditions, as determined by the Hospital, caused by natural disasters (i.e., snowstorm, flood, etc.);
 - h.) Absences covered by the Family & Medical Leave Act;
 - i.) Absences associated with New York State (NYS) Disability;
 - j.) Employee is confined as an inpatient in a hospital;
 - k.) Outpatient surgery under anesthesia in hospital surgical suite, physician's or dentist's office; and
 - l.) Infection Control excused absence, documented by a physician (e.g., 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, Mercy Hospital may find it necessary to attempt correction by counseling, corrective action measures or termination.
5. In the event an employee cannot report to work as scheduled, the employee must personally notify their supervisor as early as possible. Employees are expected to notify their supervisor/manager, or designee, of their inability to report to work according to the following:

Ninety (90) minutes prior to their scheduled starting time for day shift, four (4) hours for evening shift and four (4) hours for night shift. If such notice is not possible due to the scheduled opening time of the department, the employee shall notify the department as soon as the department is open. The exceptions to the above shall be the inability of the employee to make the telephone call.

6. In all cases of an employee's absence or tardiness, the employee shall provide management personnel with a truthful reason for the absence and, if applicable, the probable duration of absence. If circumstances render the absence duration speculative or unknown, the absent employee will be required to notify management personnel to report on the status of his/her absence on a daily basis.
7. Management and supervisory personnel have the ultimate responsibility for monitoring employee attendance and managing absenteeism and tardiness through appropriate action. The supervisor's attitude and actions toward absenteeism and tardiness will directly affect the attitudes of employees regarding regular and timely attendance.

Definition of Terms:

1. Absence - Failure to report to work as scheduled or to work less than one-half 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 equals one (1) absence occurrence. Absence of two (2) or more consecutive scheduled work days equals two (2) absence occurrences.

A. Attendance - Counseling

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

Counseling is not part of the formal corrective action process. Counseling sessions should be informative in nature and used for the following purposes:

- a.) to bring to the employee's attention that a potential problem exists regarding his/her attendance or punctuality record;
 - b.) to demonstrate that you take an active interest in your employee's health and well being and are willing to listen to any problems adversely affecting attendance or punctuality;
 - c.) to let the employee know what is expected of him/her in the future with respect to attendance and punctual attendance;
 - d.) to support any future corrective action, if necessary.
3. Management and supervisory personnel have discretion and latitude in deciding when a counseling session is necessary.

B. Attendance - Formal Disciplinary Action

When attempts at counseling have failed and repeated employee absences reach certain pre-selected points, management and supervisory personnel will take the following action.

C. Absenteeism:

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

- 1.) five (5) occurrences: verbal counseling;
- 2.) six (6) occurrences: verbal warning;
- 3.) seven (7) occurrences: written warning; at this point, the employee will also participate in mandatory counseling sessions outside of

work hours with a Hospital Employee Assistance Program counselor; this option may be utilized once within an eighteen (18) month period;

- 4.) eight (8) occurrences: final written warning;
- 5.) nine (9) occurrences: Managerial/Human Resources review will include:
 - a.) attendance record for the prior calendar years;
 - b.) other outstanding corrective actions;
 - c.) overall performance;
 - d.) extenuating circumstances and ability to make accommodations for such circumstances.

Managerial/Human Resources review will recommend termination absent strong evidence of factors which would support continued employment. Should managerial administrative review result in continued employment, further incidence of absence within the next ninety (90) calendar days will result in automatic termination (with no further warning).

- 6.) An employee's use of unscheduled PTO, including the production of a doctor's note, for any absences shall not be construed to mean an employee's absence has been excused from the provisions of this policy.
- 7.) An employee in his/her 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 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 preselected 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 Coordinator.
- 5.) After an employee receives a final written warning, he/she will be placed on Administrative Leave to consider termination, when tardiness occurrences reach eighteen (18) within a rolling twelve (12) month period or less.
- 6.) Any tardiness that has been excused in advance by an employee's supervisor shall not be counted as an occurrence.

Memorandum of Understanding #4 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 Mercy Hospital of Buffalo.

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

Section 3. An employee who, due to an approved 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.

**Memorandum of Understanding #5
Recognition**

It is agreed to by the parties, that the Registered Nurses with the job title Case Manager, certified by the National Labor Relations Board in Case No. 3-RC-11334, and the Pre-Admission Coordinator will be included in the existing RN bargaining unit at Mercy Hospital of Buffalo.

It is agreed to by the parties that the Registered Nurses with the job title Discharge Coordinators, certified by the National Labor Relations board in Case No. RC-11703 will be included in the existing RN bargaining unit at Mercy Hospital of Buffalo.

It is further agreed that the wages, benefits, hours and other conditions of employment will be governed by this Collective Bargaining Agreement.

**Memorandum of Understanding #6
Paid Time Off (PTO)**

Effective the last full pay period in June, 2005, all employees covered by this Agreement, will use the date of hire with the Employer/Hospital, as outlined in accordance with Article 47, Section 1., in determining their PTO accrual rate.

Any employee who is accruing PTO based upon a date other than his/her most recent date of hire with the Employer/Hospital, shall have the most recent date of hire with the Employer/Hospital restored, and will begin accruing PTO based upon his/her most recent date of hire, with the Employer/Hospital.

Memorandum of Understanding # 7

Mini-Arbitration Procedure

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

1. GUIDELINES FOR MINI-ARBITRATION

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

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

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

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

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

2. INTRODUCTION OF CASES

The parties will present jointly to the Arbitrator at the start of each case, a written statement as to the issue and the 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 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 the 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 5. and Section 7. of the Grievance Procedure language in the contract will apply to the mini-arbitration procedure.

Memorandum of Understanding # 8 Seasonal Employees

The following is the agreement reached between Mercy Hospital of Buffalo (hereinafter "Employer") and the Communications Workers of America (hereinafter "CWA") as it relates to the development and implementation of Seasonal Employees at Mercy Hospital of Buffalo.

The Employer and the Union agree to meet and discuss the need for Seasonal Employees to meet the changing demands on staffing and employment retention. Seasonal Employees shall be an agenda item for the Workload and Staffing Committee and the guidelines of a Seasonal Employee shall include but not be limited to the following:

- 1.) A seasonal employee is an employee that is hired to work a minimum of three (3) consecutive months to a maximum of six (6) consecutive months with a minimum commitment of fifteen hours per week.
- 2.) An employee who is accepted into a seasonal position must work the shift length scheduled in that department for all his/her commitment days.
- 3.) The weekend requirement will be consistent with the department they are assigned and/or scheduled to work.
- 4.) Employees who change to seasonal status shall remain in the salary grade and step they were in as a regular employee and shall advance on the wage progression scale as out lined in Article 24, Salaries.
- 5.) If it is agreed by the Employer and the Union that a Seasonal Employee category shall be offered at the Hospital, such terms and conditions will be reduced to writing and supplement the collective bargaining agreement "categories of employees" Section.

This MOU is the entire agreement and no other agreements have been made.

Memorandum of Agreement # 9 Enhanced Tuition Reimbursement Program

The following is the agreement reached between Mercy Hospital of Buffalo (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 Mercy Hospital of Buffalo 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, a part-time, flexible or weekend position consisting of at least 15 regularly scheduled hours per week and who have completed one (1) year of employment with the Employer and who have complied with all Employer policies and procedures.

B. **TIME LIMITATIONS:** In order to qualify for reimbursement from the Program described herein, an employee must meet the following time limitations in completing his/her education:

- 1.) For all employees in a position currently listed in Section 5. the maximum time allowed to receive monies is four (4) years from the date of the first reimbursement under this Program.
- 2.) For all employees not currently in a position described in Section 5. the maximum time allowed to receive monies for education toward a job listed in Section 5. is six (6) years from the date of the first reimbursement under this Program.

Under the Enhanced Tuition Reimbursement Program the following agreements will be reduced to writing and mutually signed by each party:

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

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

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

C. In return for the reimbursement monies described herein, the employee will agree to work at an Employer health care facility full or regular part-time (for a minimum of 15 hours per week) for the Employer following the completion of his/her final semester of accredited course work to commence on a specified date. The employee understands he/she may or may not receive his/her first choice of department and/or shift upon graduation in his/her field. The employee will consult with Human Resources on all open positions, and will be placed according to grades, experience and interview and/or seniority if applicable under the existing collective bargaining agreement.

D. Payment of tuition will be based on a percentage in correlation with the employee's Grade point Average (GPA) for each Semester as follows:

<u>GPA</u>	<u>Percentage of Tuition Employer to Pay</u>
3.0-4.0	100%
2.5-2.9	80%
2.0-2.4	60% (undergraduate only)
Below 2.0	0% unless otherwise approved by Mercy Hospital of Buffalo

Section 3.

FAILURE TO MEET REQUIREMENTS: The employee understands that the purpose of this Program is to help fill a national shortage of qualified staff into high need positions through training or re-training (see Section 5. for qualified positions.)

If the employee does not work the minimum schedule, he/she understands that he/she will agree to be responsible to pay back in bi-weekly installments over the course of (1) one year, the cost of all monies paid, minus what he/she has worked after graduation. All such costs will be pro-rated and according to the terms in the Repayment Schedule in Section 4.

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

*All monies paid will be subject to applicable taxes.

Repayment Schedule:

<u>Time Worked Scheduled Hours</u>	<u>Required Employee Reimbursement</u>
12 months or less after course completion	100%
12-24 months after course completion	75%
24-36 months after course completion	50%
36-40 months after course completion	25%
40-48 months after course completion	15%
Over 48 months after course completion	0%

A. If the employee is subject to a lay-off or if there are no available qualified positions in the Employer (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 has paid, regardless of the work performed in a lower level occupation.

Section 5. The following list represents the positions designated as critical need:

- Registered Nurse Degrees - Individuals pursuing an RN degree (ADN or AAS) that when completed, will fill a clinical RN position
- LPN (that will fill clinical LTC positions only, including hospital based Skilled Nursing Facilities)
- Pharmacists
- Technician/Technologists:
 - Surgical/OR
 - Radiology
 - Special Procedures

- Ultrasonographers
- Nuclear Med
- MRI Tech
- CT
- Respiratory
- Medical Technologists
- Histotechnicians
- Nurse Practitioners (neo natal only)
- Cardiac Sonographers
- Physical Therapists
- Occupational Therapists
- Speech Therapists
- CNA
- Registered Vascular Ultrasonographer
- Physical Therapist Assistant
- Occupational Therapist Assistant

The Employer retains the right to add to the above listed positions based upon business needs at Mercy Hospital of Buffalo. Any modifications shall be communicated to the Union prior to implementation.

Memorandum of Understanding # 10

Union Representation

During the negotiations that resulted in this Agreement, the Employer and the Union discussed the intention of Article 9, Union Representation, Section 13., specifically that any local union officers and executive board members that are excused from work for union business under Article 9 will not experience any loss in seniority, category of employment, wages, grade/step determinations or any benefits (e.g. retirement) related to Union business. The following language has been agreed to as the method for calculation of retirement benefits.

1. In order for the Hospital to determine the number of hours of unpaid union representation time to be counted towards Hours of Service under the Plan, officers and executive board members taking unpaid union representation time as defined and limited by this Memorandum of Understanding are responsible for providing weekly time sheets to Mercy Hospital's Payroll Department on a biweekly basis. The maximum number of hours upon which an officer or executive board member can accrue additional MHB Compensation is based on the maximum hours in the CBA at Article 9, Section 8 a.) and b.) and currently is 1,365 for officers and 975 for executive board members (the "Maximum Hours"). These hours will be calculated based on a calendar year. Any such unpaid union representation time in excess of those hours as defined and limited by the CBA and this Memorandum of Understanding shall not be counted in any respect for any purpose.

2. To determine the amount of additional compensation to be included in MHB Compensation, the Hospital will calculate the product of the Maximum Hours (as defined in paragraph 2) and the individual officer's or Executive Board member's Hospital average hourly base rate of pay for the same period. The Hospital will compare this product to the W-2 compensation contained on the officer's or Executive Board member's W-2 issued by the Union (the "Union W-2") for that same year. Whichever of these two numbers is lower will be added to the individual's Hospital W-2 compensation to calculate total MHB Compensation. The Union is responsible for providing the Hospital with the Union W-2 forms for its officers and Executive Board members annually, and must do so no later than February 15 of the year after the year for which the W-2 is issued. If the Union does not do so, the Hospital has the sole discretion to determine whether to count any of the earnings attributable to unpaid union representation time towards pension benefits for that individual.

3. This interpretation will only be applied to local union officers and executive board members. Local union officers are those individuals holding the title of President, Vice-President, Secretary and Treasurer. Executive board members are those individuals representing the Registered Nurses and Service, Technical and Clerical workers bargaining units for the contract year. The total number of executive board members for which the Hospital is obligated to make the Hours of Service and MHB Compensation adjustments described in paragraphs 2 and 3 will not exceed six (6).

Memorandum of Understanding #11 Health Insurance

This Memorandum of Understanding between Mercy Hospital of Buffalo (“Employer”) and the Communications Workers of America, AFL-CIO (“Union”) relates to the health insurance provisions of Article 36 Health Insurance.

The Union and the Employer agree that no later than September 15, 2008 the parties will implement the Health Insurance Workgroup as required in the above captioned Articles of the contract. The committee will be comprised of the appropriate representatives from the Catholic Health System and the Employer to ensure that the task charged to the committee can be accomplished. The Union will appoint a representative cross-section of the units to serve on the committee. The committee will meet monthly, or more if required. The committee will work jointly to develop a new health plan(s).

If the parties reach an agreement on a plan prior to the 2009 open enrollment and the Union is able to endorse the plan, the Union may implement the language in Section 1. of the above captioned articles that states, “Any changes in the plan, including coverage, co-pays, administration, accessibility, etc. by the Employer/Hospital shall only be by mutual agreement” and the new plan will be offered as one of the two (2) options available in the contract. The other plan option will continue to be Plan 2.

The Employer further agrees that before any new health plan is implemented, there will be a thorough and complete education process for the employees covered by the agreements. Such education process will include the existence and terms of the Employer’s Flexible Medical Spending program.

The parties agree that Plan 5 will no longer be available as of January 1, 2009 and will not be offered as a health insurance option during the October, 2008 open enrollment period.

Finally, during the negotiations that resulted in this Agreement, the parties discussed and acknowledged that it is in the best interest of the Employer and the Union to provide incentives for individual employees to utilize Mercy facilities. Accordingly, the parties agree that they will work together through the Health Insurance Workgroup to explore the feasibility of expanding the groups of individuals eligible to receive hospital discounts as well as the number of and value of the discounts.