COLLECTIVE BARGAINING AGREEMENT
between
KENMORE MERCY HOSPITAL
KENMORE, NEW YORK
and
COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO

TECHNICAL UNIT
Local 1133

September 20, 2016 – June 30, 2020
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Article 1
Agreement

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

Article 2
Responsible Union Employer Relationship

Section 1. The Employer/Hospital is charged with the public trust of rendering uninterrupted attention and care to the patients of Kenmore 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 interests of both parties, the employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure 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-11983

**Included:** All full-time, regular part-time and per diem Certified Mammography Technologist, Cardiac Sonographers, CT Technologists, Electroneurondiagnostic Technicians, Licensed Practical Nurses, Operating Room Technicians, Radiology Technologists, Respiratory Therapists, Respiratory Therapy Technicians, Respiratory Therapy Sleep Technicians, Respiratory Therapy Sleep Technologists, Specials Procedures Technologists, and Ultrasound Technologists, employed by the employer at its acute care hospital located at 2950 Elmwood Avenue, Kenmore, New York 14217.

**Excluded:** All other employees, including professional employees, business office clerical employees, skilled maintenance employees and other nonprofessional employees, employees working at Specialty Clinic (2nd Floor, Kenmore Mercy Hospital, 2950 Elmwood Ave, Kenmore, NY 14217), employees working at Williamsville Primary Care Center and Diagnostic Center (400 International Drive, 1st floor, Williamsville, NY 14221), employees working at Ken-Ton Family Care Center (300 Two Mile Creek Road, Tonawanda NY), as well as confidential employees, managers, supervisors and guards as defined in the Act.

Section 2. The Employer/Hospital shall provide the Union on a monthly basis a list of all newly hired employees and additions to the bargaining unit, a list of terminations and deletions from the bargaining unit, a list of name and address changes and an alphabetical bargaining unit list with employee numbers.

**Article 4**

**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, genetic information or activity or lack of
activity on behalf of the Union in accordance with applicable State and Federal laws.

Article 5
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 6
Dues Deduction

Section 1. The Employer/Hospital agrees to make deductions of the percentage amount that has been given to the Employer in an official notice 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 over 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 their 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: 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. This shall be provided no later than the 15th of each month for the 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 7
Political Action Fund (PAF) 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 PAF deduction form, and forward the full amount thus deducted to the appropriate union’s committee on political education. The request may be revoked by the employee at any time upon their written request to the Employer/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 8
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. If a steward is not available to process a grievance, represent an employee in a disciplinary interview or otherwise
administer this contract, the Executive Board Member or another steward may identify themselves to the supervisor as the person who will be acting on behalf of the steward for the period of his/her absence. In the event an employee Union representative is not available to represent an employee in a grievance or disciplinary interview, a non-employee Union representative may represent such employee. A disciplinary interview shall not be delayed by the unavailability of the employee’s designated steward. It is understood that neither party shall record such interview without the consent of all parties.

Section 4. During regular work hours, stewards shall restrict their activities to the investigation or processing of grievances or arbitrations. Employees who participate in investigation or processing of grievances will be compensated only when they are regularly scheduled to work during such time. Before attending to a grievance or investigation on work time or in a work area, the steward must obtain authorization from his/her immediate supervisor.

Additional if it is necessary for the steward to enter the Employer’s premises during non-working hours to handle a grievance, the steward must obtain authorization from the designated management representative for that area. Authorization shall not be unreasonably denied.

No employee shall engage in any Union activity, including the distribution of literature, which could interfere with the performance of work during his/her working time or in working areas of the Employer at any time.

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

Section 6. An unpaid leave of absence for a period not to exceed one (1) year shall be granted to employees with one (1) or more years of seniority in order to accept a full-time position with the Union. During such leave the employee shall accrue seniority. No more than one (1) employee shall be on such leave at any one time.
Section 7. Within ninety (90) days of the expiration of this Agreement and upon receipt of a bargaining demand, up to three (3) employees who are elected or appointed to the bargaining committee, for the purpose of negotiating a successor agreement, will be excused from work without pay for contract negotiations and union bargaining caucus, not to exceed two (2) days per week.

Section 8. Local union officers and the Executive Board members shall be granted unpaid time as outlined below to perform the duties of their offices without loss of category of employment or benefits:

   a.) union officers up to six (6) days per pay period; and
   
   b.) executive board members, up to five (5) days per board member, per pay period non-cumulative. It is the intent of the Union that there will be one (1) Executive Board Member to represent both the Kenmore Mercy registered nurses and the technical employee bargaining units.

The local union shall provide notice of such time off prior to the posting of the schedule for the dates 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. Only under Section 8(b), employees using such excused absence time shall accrue seniority and all Employer paid benefits including pension accrual. For purposes of pension accrual, the Employer will credit the employee with earnings equal to the actual earnings reported on the W-2 from the Employer plus an amount equal to the employee’s hourly rate multiplied by the number of excused absence hours. The actual day of absence each week will be pre-approved by the manager. The Employer shall also provide unpaid excused absence time to the Executive Board Member to attend Union leadership seminars, training sessions, conventions, district meetings and conferences. Such requests shall not be unreasonably denied. Written request for such leave shall be made to the Employer at least two (2) weeks before the schedule is posted. Such absences shall not
interfere with patient care needs or the operation of the Employer and will be limited to fifteen (15) days per calendar year.

Section 9. The Employer may grant requests for unpaid excused absence time to bargaining unit employees to attend Union leadership seminars, training sessions, conventions, district meetings, conferences, and to administer the contract. Such request shall not be unreasonably denied. Written requests for such leave shall be made to the Employer at least two (2) weeks before the schedule is posted and will be collectively limited to thirty-five (35) days per calendar year without loss of benefits. Time spent by bargaining unit members attending the Union’s steward training shall be excluded from the thirty-five (35) day limit. No bargaining unit employee shall attend such steward training more than once.

Section 10. The Employer/Hospital will provide union representatives thirty (30) minutes of time to meet with new employees covered by the Agreement during the initial week of employment at a time and location that is mutually agreed to. The Employer will provide the Union with a list of new hires prior to the orientation class.

Section 11. 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) days calendar notice of such return.

Article 9
Access to Hospital – Union Representatives

Section 1. Accredited Union officers and representatives not employed by the Employer shall have reasonable access to the Employer’s premises for the purpose of conferring with management and meeting with bargaining unit members for the purpose of investigating grievances or addressing identified employee issues arising under the collective bargaining agreement. Advance notice shall be provided to the Site Director of Human Resources or his/her designated representative. Union representatives shall conduct such business in a prompt and orderly manner. Such visits shall not
interfere with the work of the employees and the operation of the Employer.

Article 10
Grievance Procedure

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

Section 2. All grievances must be submitted to the Employer in writing, on a form provided by the Union within twenty (20) calendar days after the event or events giving rise to the grievance occurred or within twenty (20) calendar days after those events reasonably should have been known.

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

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

Step 2. If no mutually acceptable conclusion is reached at the end of Step 1, it must be submitted to the designated Human Resources representative within ten (10)
calendar days after receipt of the Step 1 answer. Within ten (10) calendar days after receipt of this step, the designated Human Resources representative shall meet with not more than two (2) Union representatives, one of whom may be an outside Union representative. Representatives of the Employer may include a like number. The grievant may be present at the union’s option. The designated Human Resource representative shall give the written decision of the Employer regarding the grievance to the Local Union President or designee within seven (7) calendar days following such meeting. The Employer/Hospital shall provide the Step 2 answer electronically to Local 1133 and the CWA District Office.

Step 3. If no mutually acceptable conclusion is reached in Step 2, the grievance may be resolved by the Mini-Arbitration Procedure set forth below. Should the matter necessitate formal arbitration the party desiring arbitration must within sixty (60) calendar days after receipt of the Step 2 answer, notify the other party in writing of its intention to arbitrate the grievance and notify the Federal Mediation and Conciliation Service and request that a panel of seven (7) arbitrators be submitted to the parties. Within ten (10) days of the receipt of the FMCS panel, 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 (1) additional panel.

The parties, by mutual agreement, may also bypass the above procedure and mutually agree on an arbitrator. In all cases, the decisions of the arbitrator will be final and binding on all parties.

Section 4. The arbitrator shall have the authority only to interpret the terms and provisions of the Agreement and shall have no authority to add to, modify or change any of the provisions herein.
In the case of discharge or suspension, the arbitrator shall have the authority to uphold the discharge or suspension, to uphold the grievance, or to assess a less penalty, including in either case the authority to suspend the employee for any appropriate period or to reinstate the employee, with or without back pay and/or with or without restitution of full seniority and/or benefits. 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. Under no circumstances should either party have contact with the arbitrator post hearing; unless mutually agreed upon or otherwise directed by the arbitrator. Failure by the Union to comply with this provision will result in the dismissal and closure of the grievance.

Section 5. 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 6. Any grievance not answered within the specified time periods may be appealed to the next Step of the grievance procedure immediately. Grievances may be entertained at any Step by the mutual consent of the parties in writing. The time limits may be changed at any Step by the mutual consent of the parties in writing. Failure by the Union or the grievant to comply with any time limitations including those relating to an arbitration demand will close the grievance.

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

Section 8. A grievance involving discharge or improper layoff must be initiated in writing and submitted directly at Step 2 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 9. No individual employee may institute an arbitration proceeding.

Section 10. Any time limit imposed on the handling of grievances shall commence on the date of receipt.

Section 11. 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.

Section 12. In the event that the internal CWA appeals process for arbitration is being utilized, the Union will promptly notify the employer in writing and indicate the date of Convention that the final step would be considered. In such case, the time limits for requesting a panel of arbitrators will be extended beyond the timeframe set forth in Section 3 above as follows:

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

Section 13. Mini-Arbitration Procedure:

By mutual agreement, the Employer and the Union may elect to route appropriate grievances to the “mini arbitration” procedure for more expeditious resolutions if no mutually acceptable conclusion is reached in Step 2. 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 Employer, Union and employees involved.
1. GUIDELINES FOR MINI-ARBITRATION

The Employer and the 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 submitted grievances, the Union shall select fifty percent (50%) of those submitted, the Employer 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 or HR designee for the Employer.

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

2. INTRODUCTION OF CASES

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

3. **ARGUMENTS**

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

4. **REBUTTAL AND CLOSING**

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

5. **ARBITRATOR’S QUESTIONS**

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

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

6. **GENERAL**

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

Each party will have the right to request a written opinion of the Arbitrator concerning one of the cases to be answered.
No recesses may be called during the presentation of cases.

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

Decisions rendered in mini-arbitration shall not have precedent value.

Article 11
Corrective Action

Section 1. The purpose of this system of progressive corrective action is to assist employees to correct inappropriate behavior of work performance. It is meant to aid in the development of good work performance, rather than to be a solely punitive system to treat unsatisfactory behavior and work performance.

Section 2. A plan of correction, directed solely at work improvement will not be considered as discipline.

Section 3. No employee will be disciplined except for just cause.

Section 4. An employee called to a disciplinary conference shall be offered a Union representative to be present at said conference. A disciplinary conference is one which the Employer’s representative indicates the offense could result in discipline. Counseling sessions relating to professional performance which may result in anecdotal notes are not disciplinary conferences, if such anecdotal notes are not disciplinary in nature.

Section 5. The Employer has established a system of progressive corrective action measures that include:

   a.) verbal warning (in writing);
   b.) written warning;
   c.) final written warning (could include suspension without pay);
   d.) discharge.
Section 6. It is understood that any of the above levels of progressive corrective action should be reviewed and may be repeated rather than progressing to the next level depending on the seriousness of the offense, the repetitive nature of the offense, and time lapse between offenses. The Employer may advance the level of corrective action in proportion to the seriousness of any offense, which may include immediate discharge.

Section 7. Corrective Action should remain current for a period of six (6) months from the date the discipline is imposed for verbal warnings, twelve (12) months from the date the discipline is imposed for written warnings and eighteen (18) months for final written warnings from the date the discipline is imposed. After each specified time period with no additional disciplines, the employee shall revert to the first level (refer to Section 3). The time periods listed shall refer to actual time worked.

Section 8. In a case involving discharge or final written warning, the Employer will notify the Union, in writing, within two (2) working days after its action. Failure to timely provide said notice will not be a basis for vacating the discipline imposed, but will extend the time within which a written grievance must be presented for a period equal to the Employer’s delay in providing notice. If the Union desires to contest a discharge or final written warning, the dispute shall be submitted as determined under the grievance and arbitration procedure in this Agreement commencing, however, at Step 2 of the grievance procedure.

Section 9. In cases where the Employer determines an investigation is warranted, then the Employer retains the option to place the employee on a fully paid administrative leave until the investigation has been completed.

Article 12
Personnel File

Section 1. All non-probationary employees have the right, upon written request on a form provided by the Employer/Hospital to the Human Resources designee, 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 their personnel file, but any balance over ten (10) pages shall be at the employee’s expense.

Section 2. The employee shall have the right to respond in writing to any document in the file within ten (10) days of the employee’s review 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 13**

**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 absences 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.

Section 5. All employees that are rehired within six (6) months shall not be subject to probation provided they have previously completed the probationary period.
Article 14
Categories of Employees

Section 1. A regular full-time employee is one who is regularly scheduled to work thirty-seven and one-half (37.5) hours per week. The only exception should 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 one who is regularly scheduled to work less than thirty-seven and one-half (37.5) hours per week but fifteen (15) or more hours per week or thirty (30) hours or more per pay period.

Section 3. A per diem employee is one who works on an as needed basis.

Section 4. A weekend employee is one who is hired to work and is regularly scheduled to work two (2) shifts between the hours of 7:00 am to 11:00 pm on Saturday and 7:00 am to 11:00 pm on Sunday.

Article 16
Management Rights

Section 1. The Employer retains the exclusive right to manage the business, to direct, control and schedule its operations and work force and to make any and all decisions affecting the Hospital whether or not specifically mentioned herein, and whether or not heretofore exercised. Such prerogatives shall include but not be limited to the sole and exclusive rights to: hire, promote, lay off, assign, transfer employees, suspend, discharge and discipline employees; select and determine the number of its employees, including the number assigned to any particular work; to increase or decrease that number; direct and schedule the work force; determine the location and type of operation including the methods, procedures, materials and operation to be utilized or to discontinue their performance by employees of the Employer in whole or in part and/or to subcontract the same; determine and schedule when
overtime shall be worked; install or remove equipment; transfer or relocate any or all of the operations or business to any location or to discontinue such operations, by sale or otherwise, in whole or in part at any time; establish, increase or decrease the number of work shifts and their starting and ending times; determine the work duties of employees; post and enforce rules governing employee conduct; train employees; establish, change, combine or abolish job classifications and determine qualifications; determine reasonable work performance levels, and standards of performance of the employees, and in all respects carry out, in addition, the ordinary and customary functions of management except as specifically altered or modified by the express terms of this Agreement.

Section 2. Subject to the provisions of Article 48, Bargaining Unit Work, the Employer shall have the right to assign any of the work required by new technology, equipment, or processes to any department of the employer including departments not covered by this Agreement. The Employer shall have the sole right to determine what constitutes such new technology, equipment or processes.

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

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

Article 17
Job Descriptions

Section 1. There shall be a written job description covering each position in the bargaining unit which shall contain: a description of duties, requirements for the job, grade and responsibilities. The job description shall be reviewed with an employee during the orientation period and shall be provided to employees upon request.
Section 2. The Employer will provide the Union and the affected employees with copies of any new or revised job descriptions thirty (30) days in advance of implementation. The Union may request a meeting to discuss new or revised job descriptions. The parties agree to meet within fourteen (14) days of said request to give the union an opportunity to discuss the changes and to make a recommendation on issues surrounding the change.

Article 18
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 thirteen (13) hour shifts, including the thirty (30) minute unpaid meal period will be:

(1) Day Shift: Majority of hours worked between 7:00 a.m. to 8:00 p.m.;
(2) Night Shift: Majority of hours worked between 6:00 p.m. to 7:00 a.m.

b.) 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 6:00 a.m. to 8:00 p.m.;
(2) Evening Shift: Majority of hours worked between 11:00 a.m. to 11:00 p.m.; and
(3) Night Shift: Majority of hours worked between 6:00 p.m. to 7:00 a.m.

c.) 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 6:00 a.m. to 5:00 p.m.;
(2) Evening Shift: Majority of hours worked between 1:00 p.m. to 11:00 p.m.; and
(3) Night Shift: Majority of hours worked between 10:00 p.m. to 8:00 a.m.

d. 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 6:00 a.m. to 3:00 p.m.;
(2) Evening Shift: Majority of hours worked between 3:00 p.m. to 11:00 p.m.; and
(3) Night Shift: Majority of hours worked between 11:00 p.m. to 7:00 a.m.

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 schedule may also change.

Section 4. Upon thirty (30) calendar days’ notice to the Union and the affected employees, the Employer may establish new shifts or modify the duration of existing shifts and alter the starting and ending times of any shift in order to meet scheduling and patient care needs. Employees and the Union will be given an opportunity to present ideas, information and suggestions pertinent to the announced change prior to implementation of the proposed change. Such discussions shall not delay the implementation of the proposed change. The Employer/Hospital will request volunteers from within the job classification and department/Clinical unit affected. If there are insufficient volunteers, the position(s) occupied by the least senior employee shall be designated for the change.
Section 5. Should it be 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.

Section 6. One (1) week before the schedule is to take effect, the Employer/Hospital will provide at least a four (4) week advance work schedule, which encompasses the next calendar month. The posted schedule may not be changed without the written approval of the responsible manager or his/her designee and the affected employee.

Section 7. In preparation for the next work schedule, the Employer/Hospital recognizes that there may be occasions when employees may request a scheduling change they would want to be off. In such situations, employees shall submit requests as follows:

a.) request shall be submitted by the fifth (5th) day of the preceding month. The final schedule will continue to be posted one (1) week prior to the start of that schedule. PTO denials shall be returned to employee no later than posting of the preliminary schedule (14 days ahead).

b.) each request shall be limited to one (1) day;

c.) in cases where requests exceed approvals, approval shall be granted in the following order:

1.) paid time off shall be approved as per PTO Article 28;

2.) request for single PTO days, if more than one request in order of seniority; and

3.) requests not to be scheduled for a given day, if more than one request in order of seniority.

Section 8. 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 shall be approved
by the appropriate manager or his/her designee, and may not result in overtime.

Section 9. Flexible work plans involving one or more individuals in a specific department may be adopted or discontinued by the Employer/Hospital. The Employer/Hospital shall provide the Union with thirty (30) calendar days’ notice of such adoption or discontinuance. Such notice shall not delay the implementation of the proposed change.

Section 10. The Employer/Hospital will schedule no more than twenty-six (26) weekend shifts (Saturday/Sunday) per calendar year for full-time and part-time employees. An employee may volunteer for more than twenty-six (26) weekend shifts per calendar year.

Section 11. If an employee is absent, on a scheduled weekend of work, he/she will be required to make up the missed weekend unless:

   a.) the employee is on bereavement leave and the missed weekend duty occurs during such leave;

   b.) the employee is on a leave of absence due to disability, FMLA (excluding intermittent FMLA) or workers’ compensation in excess of seven (7) consecutive days;

   c.) the employee is not needed according to the staffing requirements of the unit within the next schedule following the missed weekend; and

   d.) the employee is hired for a specific weekend requirement or has requested and is regularly scheduled to work weekends.

Section 12. Meal and rest period will be scheduled as follows:

   a.) employees working at least five (5) or more consecutive hours in a normal work day shall be entitled to a fifteen (15) minute rest period;

   b.) 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;
c.) employees working at least eight (8) or more consecutive hours in a normal work day shall be entitled to a thirty (30) minute unpaid meal period and one fifteen (15) minute rest period;

d.) employees working a twelve (12) or thirteen (13) hour shift in a normal work day, shall be entitled to one thirty (30) minute unpaid meal period and two fifteen (15) minute rest periods.

Special assignments of meal periods and rest periods shall be made by the supervisor. The Employer/Hospital shall provide for relief from work duties during scheduled meal and rest periods. Should an employee be required, by virtue of workload, to work through a normal meal period, the meal period shall be treated as time worked.

Section 13. Employees shall record their time worked on an automated system designated by the Employer/Hospital. Employees shall be paid for all time worked.

Section 14. If necessary, it is agreed that extra available shifts will be distributed to qualified employees in the following way:

a.) A needs list with all extra shifts will be included with the posting of the preliminary schedule (14 days before) and will remain posted for seven (7) days, Friday to Friday for all full-time, part-time and per diem technicians.

b.) Extra available shifts will be offered to qualified employees in the following way:

1.) All extended shift employees who request extra hours and are entitled will be given an extra posted shift per week to compensate for the decrease in hours according to Article 57, Extended Shifts, Section A; and then

2.) All part-time and full-time employees for whom the extra hours will not amount to overtime,
starting with the most senior, shall be considered next based on seniority.

3.) Per Diem Employees, to meet their minimum commitment.

4.) All full-time, part-time and per diem employees based on seniority, on a rotating basis beginning with the most senior qualified employee.

5.) Any additional extra shifts that become available after the posting of the final schedule will be distributed in accordance with the above steps.

Article 19
Attendance and Tardiness

The purpose of this Article is to establish a uniform policy and set of procedures in order to maximize the regular attendance and punctuality of employees of Kenmore 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. The reason for each absence or tardy does not excuse the incident from application of this policy, including the issuance of correction action. This is a no-fault policy, since the supervisor/manager treats all incident the same without determining the significance of each incident.

This Article shall apply to all employees covered by this Agreement.

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

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 Kenmore 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. Kenmore 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.) Excused absence with pay for bereavement, jury duty, and military service;

d.) Emergency conditions, as determined by the Employer/Hospital, caused by natural disasters (i.e., snowstorm, flood, etc.);

e.) Employee is confined as an inpatient in a hospital;

f.) Outpatient surgery under anesthesia in hospital surgical suite, physician’s or dentist’s office; and
g.) Infection Control excused absence, documented by a physician (e.g. pink eye).

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, Kenmore 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:

Two (2) hours prior to their scheduled start time. If such notice is not possible due to the scheduled opening time of the department, the employee shall notify the department as soon as the department is open. 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.

Definition of Terms:

1. Absence - Failure to report to work more than two (2) hours after the start of the employee’s scheduled shift.

2. Tardiness - Failure to punch in by the start of the scheduled shift.

3. Occurrence - For the purposes of the issuance of disciplinary action as set forth in Section C below, three (3) instances of tardiness, as defined in Section 2 above, shall equal one Occurrence.

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 a counseling session must 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;
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 repeat employee absences and tardiness reach certain pre-selected points, management and supervisory personnel will take the following action.

C. Disciplinary Action for Absence and Tardiness:

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

1.) three (3) occurrences: verbal counseling;

2.) four (4) occurrences: verbal written warning;

3.) five (5) 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.) six (6) occurrences: final written warning;

5.) seven (7) occurrences: Managerial/Human Resources Review.

Review will include:
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 or tardiness shall not be construed to mean an employee’s absence or tardiness 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.

10.) Employees absent for three (3) days or more are required to bring a note from their primary physician with a recommendation to return to work and is required to be seen at the Corporate Associate Health Office for clearance to return to work.

11.) If an employee does not report to work at their scheduled time and has not notified their supervisor that they will be late, the supervisor may call in a replacement. This replacement may be called once the scheduled employee is more than sixty (60) minutes late. If the scheduled employee reports to work after their replacement has been called or has arrived they will be sent home, unless the manager determines that the employee is needed. This scheduled employee will not be eligible for PTO for this day.

12.) Employees are permitted to use up to a maximum of one regular work week (or equivalent hours [37.5 hours for 7.5 hour per day employees and 34.5 hours for extended shift employees]) per calendar year of PTO for unscheduled absences. Once the maximum hours have been reached, unscheduled absences will be unpaid.

13.) No occurrence of Absence (as defined in the definition of terms above, section 1) for period of ninety (90) days will result in the employee’s next one day of absence being a “free absence” (i.e., not counting toward the progressive counseling/discipline set forth above). Free absence days expire and may not be used past twelve (12) months from the date that the employee earned the free absences (i.e., the end of any ninety (90) day period of perfect attendance.)
14.) If an employee fails to report to work on their make-up weekend, each day of absence on the make-up weekend will be counted as a separate occurrence.

**Article 20**

**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 and flexible positions through the job bidding/posting process.

Section 4. A candidate for per diem status must have a minimum of qualification and/or licensure in the area they are hired.

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

a. Per diems shall communicate with the appropriate manager(s) one (1) week prior to the posting of the preliminary schedule to commit to their required shifts. If needed, a minimum of two (2) shifts per month including a minimum of one (1) weekend shifts, must be scheduled and worked in order to maintain per diem status. In addition, per diem employees may be required to work one holiday. This does not apply to departments that are not open on Holidays.

b. The manager of each department will develop a consistent method of notifying per diem employees of their schedule. The manager will then use that method to notify the per diem employee no later than at the time the final schedule is posted.
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.

Section 7. 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 8. 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 their 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 9. Per Diem employees will have seniority as defined in Article # 47, Seniority.

Section 10. Per Diem employees may be required to share in the on-call responsibilities for their designated unit/department.

Section 11. 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/Hospital is actively recruiting. This will be calculated from ratification of the contract.

**Article 21**

**Low Census**

Section 1. It if becomes necessary to reduce the number of employees in a particular department or unit, the reduction will be completed using the Low Census procedure as follows:
a.) Where low census reductions are needed, employees who are qualified will first be assigned to float to available assignments.

b.) Where low census reductions are needed on a shift to shift basis, voluntary low census hours or shift will be granted, if possible, following the guidelines under equitable rotation below.

c.) As assessed on a daily basis, employees in a specific department or unit will be required to take mandatory low census hours or shift on an equitable rotation. Equitable rotation shall be as follows:

1.) Volunteers will be solicited in descending seniority by calls to their homes, on a rotational basis.

2.) The first person contacted who volunteers shall be given the low census hours or shift.

3.) If there are sufficient volunteers, those returning the call and volunteering shall be selected on a first-come basis to the extent needed.

4.) If there are insufficient volunteers, then the following employees will be low censused in this order:

   a.) Any scheduled overtime (time paid at time and one-half) will be canceled;
   b.) Any scheduled per diem employees;
   c.) Any employees with hours in excess of budgeted weekly hours;
   d.) Regular employees shall be mandatorily excused from work in order of inverse 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.
Section 2. An employee taking low census hours or shift will be given credit toward benefits (accrual of paid time off, extended sick day accrual, health insurance and pension). The maximum number of mandatory low census hours will not exceed the number of hours equal to one (1) regularly scheduled shift per pay period, up to and including eight (8) shifts per year for any employee.

Section 3. Low Census of less than two (2) hours will not be counted in the tracking of time for equitable rotation. Low census paid time off and low census without paid time off only apply to instances of one (1) hour or more. An employee leaving less than two (2) hours prior to the end of their scheduled shift will still be required to obtain prior manager approval.

Section 4. The Employer/Hospital will make every reasonable effort to notify employees in advance of a cancellation of a shift due to low census, but not more than twenty-four (24) hours’ notice. It will be the responsibility of the employee to maintain a current telephone number listed with the Employer/Hospital.

Section 5. If such employee is assigned any work, he or she will be guaranteed a minimum of four (4) hours on that day. An employee who volunteers or is assigned to work such a temporarily reduced shift at the request of the Employer/Hospital will not have a reduction in benefits.

Section 6. Any employee returning from disability, workers’ compensation or an FMLA qualified leave of absence; and newly hired employees who have completed the probationary period, will have special consideration regarding low census. These employees will fall into the rotation equal with the person(s) on the unit who has the lowest amount of low census days for that calendar year adjusted for the number of instances of low census within that unit while the employee was out on leave.
Article 21a
Respiratory Low Census

Section 1. If it becomes necessary to reduce the number of employees in the Respiratory Department, the reduction will be completed using the Low Census procedure as follows:

a.) Any scheduled overtime (time paid at time and one-half) will be canceled;

b.) Per diem time in excess of commitment days will be canceled;

c.) Any scheduled hours in excess of an employee’s normal work week or in the case of a regular part-time employee 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 or taking PTO;

d.) Regular 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;

e.) Per Diem commitment days will be canceled;

f.) Regular employees shall be mandatorily excused from work in order of inverse 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.

Section 2. An employee taking low census hours or shift will be given credit toward benefits (accrual of paid time off, extended sick day accrual, health insurance and pension). The maximum number of mandatory low census hours will not exceed the number of hours equal to one (1) regularly scheduled shift per pay period, up to and including sixty (60) hours per year for any full time employee and thirty-six (36) hours for any part-time employee.
Section 3. Low Census of less than one (1) hour will not be counted in the tracking of time for equitable rotation. Low census paid time off and low census without paid time off only apply to instances of one (1) hour or more. An employee leaving less than one (1) hour prior to the end of their scheduled shift will still be required to obtain prior manager approval.

Section 4. The Employer/Hospital will make every reasonable effort to notify employees in advance of a cancellation of a shift due to low census with a minimum of two (2) hours but not more than twelve (12) hours’ notice. It will be the responsibility of the employee to maintain a current telephone number listed with the Employer/Hospital.

**Article 22**

**Salaries**

Section 1.

(A) All current active employees will receive a three percent (3%) increase on their base rate effective the first full pay period in July of 2016.

(B) All current active employees will receive a two and one half percent (2.5%) increase on their base rate effective the first full pay period in July of 2017.

(C) All current active employees will receive a two and one half percent (2.5%) increase on their base rate effective the first full pay period in July of 2018.

(D) All current active employees will receive a two and three quarters percent (2.75%) increase on their base rate effective the first full pay period in July of 2019.

Section 2. The tables in Sections 3-6 below represent the new hire and maximum experienced rates. They will be used for purposes of new hire rate, promotions and demotions. The hire rate for new employees to the bargaining unit will be based upon the employee’s prior relevant experience and education and is reserved to the Employer. The Employer may hire employees at rates higher
than the hire rate due to relevant experience, but not higher than the wage rate being paid to an employee in the same job classification with the same number of years of experience with the Employer. The Employer may not hire new employees or transfer employees into the bargaining unit at rates above the applicable Experienced Rate.

Section 3. The table below represents the hire rate and the experience rate. It will be utilized for purposes of new hire rates, promotions and demotions and will become effective the first full pay period following ratification of this contract. This wage range represents a three percent (3%) increase from the prior year.

<table>
<thead>
<tr>
<th>Grade/Job Title</th>
<th>Hire Rate</th>
<th>Experienced Rate</th>
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<tbody>
<tr>
<td>N13/LPN</td>
<td>$17.51</td>
<td>$21.01</td>
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<tr>
<td>N14/Respiratory Therapy Technician</td>
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<td>N16/ Radiologic Technologist</td>
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<td>N16/Mammography Radiologic Technologist</td>
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<td>N19/Certified Vascular Ultrasound Technologist</td>
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Section 4. The table below represents the hire rate and the experience rate. It will be utilized for purposes of new hire rates, promotions and demotions and will become effective the first full pay period in July of 2017. This wage range represents a two and one half percent (2.5%) increase from the prior year.

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</tr>
<tr>
<td>N14/Respiratory Therapy/Sleep Technician</td>
<td>$19.89</td>
<td>$24.86</td>
</tr>
<tr>
<td>N16/Respiratory Therapist</td>
<td>$23.19</td>
<td>$28.99</td>
</tr>
<tr>
<td>N16/Respiratory Therapist/Sleep Technologist</td>
<td>$23.19</td>
<td>$28.99</td>
</tr>
<tr>
<td>N16/Operating Room Technician</td>
<td>$23.19</td>
<td>$27.83</td>
</tr>
<tr>
<td>N16/Radiologic Technologist</td>
<td>$23.19</td>
<td>$27.83</td>
</tr>
<tr>
<td>N16/Mammography Radiologic Technologist</td>
<td>$23.19</td>
<td>$27.83</td>
</tr>
<tr>
<td>N17/Computed Tomography Technologist</td>
<td>$25.04</td>
<td>$31.30</td>
</tr>
<tr>
<td>N18/Special Procedures Technologist</td>
<td>$27.08</td>
<td>$32.49</td>
</tr>
<tr>
<td>N18/Ultrasound Technologist</td>
<td>$27.08</td>
<td>$32.49</td>
</tr>
<tr>
<td>N18/Cardiac Sonographer</td>
<td>$27.08</td>
<td>$32.49</td>
</tr>
<tr>
<td>N19/Credentialed Cardiac Sonographer</td>
<td>$29.22</td>
<td>$36.51</td>
</tr>
<tr>
<td>N19/Certified Vascular Ultrasound Technologist</td>
<td>$29.22</td>
<td>$36.51</td>
</tr>
</tbody>
</table>
Section 6. The table below represents the hire rate and the experience rate. It will be utilized for purposes of new hire rates, promotions and demotions and will become effective the first full pay period in July of 2019. This wage range represents a two and three quarters (2.75%) increase from the prior year.

<table>
<thead>
<tr>
<th>Grade/Job Title</th>
<th>Hire Rate</th>
<th>Experienced Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>N13/LPN</td>
<td>$18.90</td>
<td>$22.68</td>
</tr>
<tr>
<td>N14/Respiratory Therapy Technician</td>
<td>$20.44</td>
<td>$25.54</td>
</tr>
<tr>
<td>N14/Respiratory Therapy/Sleep Technician</td>
<td>$20.44</td>
<td>$25.54</td>
</tr>
<tr>
<td>N16/Respiratory Therapist</td>
<td>$23.83</td>
<td>$29.79</td>
</tr>
<tr>
<td>N16/Respiratory Therapist/Sleep Technologist</td>
<td>$23.83</td>
<td>$29.79</td>
</tr>
<tr>
<td>N16/Operating Room Technician</td>
<td>$23.83</td>
<td>$28.60</td>
</tr>
<tr>
<td>N16/Radiologic Technologist</td>
<td>$23.83</td>
<td>$28.60</td>
</tr>
<tr>
<td>N16/Mammography Radiologic Technologist</td>
<td>$23.83</td>
<td>$28.60</td>
</tr>
<tr>
<td>N17/Computed Tomography Technologist</td>
<td>$25.73</td>
<td>$32.16</td>
</tr>
<tr>
<td>N18/Special Procedures Technologist</td>
<td>$27.82</td>
<td>$33.38</td>
</tr>
<tr>
<td>N18/Ultrasound Technologist</td>
<td>$27.82</td>
<td>$33.38</td>
</tr>
<tr>
<td>N19/Credentialed Cardiac Sonographer</td>
<td>$30.02</td>
<td>$37.52</td>
</tr>
<tr>
<td>N19/Certified Vascular Ultrasound Technologist</td>
<td>$30.02</td>
<td>$37.52</td>
</tr>
</tbody>
</table>

Section 7.

a) All current active employees who have between two (2) and four (4) years of service on the ratification date of this Agreement will receive a seniority increase of one percent (1%) in addition to the general increase outlined in Section 1 above. Every employee who achieves two (2) years of service during the life of this Agreement will receive an additional one percent (1%)
increase when he/she marks his/her second anniversary period.

b) All current active employees who have between five (5) and six (6) years of service on the ratification date of this Agreement will receive a seniority increase of two percent (2%) in addition to the general increase outlined in Section 1 above. Every employee who achieves five (5) years of service during the life of this Agreement will receive an additional two percent (2%) increase when he/she marks his/her fifth anniversary period.

c) All current active employees who have between seven (7) and eight (8) years of service on the ratification date of this Agreement will receive a seniority increase of three percent (3%) in addition to the general increase outlined in Section 1 above. Every employee who achieves seven (7) years of service during the life of this Agreement will receive an additional three percent (3%) increase when he/she marks his/her eighth anniversary period.

Section 8. Effective the first full pay period following ratification of this Agreement, shift differential shall be: one dollar and twenty-six cents ($1.26) per hour for the evening shift; and one dollar and fifty cents ($1.50) per hour for the night shift.

Section 9. Employees assigned to training responsibilities, in accordance with Article 58 Training Pay, shall be paid an additional one dollar ($1.00) per hour for all hours worked while training.

Section 10. Employees assigned to charge responsibilities shall be paid an additional one dollar and five cents ($1.05) per hour for all hours worked while in charge.
Article 23
Overtime

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

Section 2. For all active employees as of the date of ratification of this contract, overtime shall be paid at one and one-half (1½) times an employee’s base hourly rate, including shift differential, for all hours worked in excess of thirty-eight (38) hours per week. No employee shall be paid twice for the same overtime worked. For all employees hired after the date of the ratification of this contract, overtime shall be paid at one and one-half (1 ½) times an employee’s base hourly rate, including shift differential, for all hours worked in excess of forty (40) hours per week.

Section 3. The Employer/Hospital and the Union agree that overtime shall be assigned on a voluntary basis in descending seniority order. As a prerequisite to prevent an unusual event or crisis in the coverage of health services, the following steps should be undertaken by the Employer/Hospital:
   a.) appropriate staffing complements shall be established and maintained;
   b.) schedules are posted complete and in accordance with appropriate staffing complements;
   c.) appropriate float pools, voluntary overtime lists, call-in lists, per-diem lists, etc., are established and utilized.

Section 4. All scheduled paid time off, inclusive of PTO, bereavement leave, union representative time, shall be considered as time worked for the purpose of computing overtime pay.

Section 5. No employee shall be required to work overtime, but may volunteer to do so. The manager/supervisor shall notify the department once the need for the volunteer is recognized. The exception will occur when there is a work in progress. Work in progress is defined for the purposes of this Article as an employee
being engaged in a procedure at the scheduled end of the employee’s shift. The time frame for work in progress will not exceed thirty (30) minutes. The following process will be followed to staff at the end of the employee’s work shift:

a.) Every effort will be made to solicit volunteers from the available staff at work, to stay to complete the care of the patient.

b.) 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.

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

**Article 24**

Supplemental Pay

*This article will be deleted pursuant to the language in Side Letter – Deletion of Supplemental Pay.*

Section 1. Supplemental Pay shall be paid at Five Dollars ($5.00) per hour for picking up a shift in addition to an employee’s regularly scheduled shifts. In order for Supplemental Pay to take effect, the following conditions must be met:

Employees agree to work a full additional shift in addition to their budgeted hours within that week; and

The additional hours must be worked on the evening or night shift Monday through Friday or any weekend shift; or

The employee agrees to come in from home short notice for a work assignment of any duration; or

The employee is asked to stay after his/her regular shift on short notice.
Section 2. Supplemental Pay will be paid when employees are called into work during scheduled PTO. Unscheduled PTO does not count towards supplemental.

Article 25
Shift Differential

Section 1. Shift differential will be paid to all employees scheduled to work evening (3:00 p.m. to 11:00 p.m.) or night (11:00 p.m. to 7:00 a.m.) shift hours.

Section 2. Evening shift differential will be paid for all hours worked where the majority of the scheduled hours are worked after 3:00 p.m.

Section 3. Night shift differential will be paid for all hours worked where the majority of the scheduled hours are worked after 11:00 p.m.

Section 4. When an employee is scheduled for a shift that would be eligible for shift differential and leaves before the scheduled end of the shift because of low census, shift-differential will be paid for all hours worked on that shift.

Section 5. If an employee works additional hours at the end of his/her regular shift and the additional hours would make an employee eligible for shift differential as outlined in Section 2. or Section 3. above, the employee will be paid shift differential for only hours worked, that are eligible for shift differential.

Section 6. Shift differential will be used in the computation of overtime. Shift differential shall be applied to all scheduled paid time off.

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

Section 8. Shift differential premiums shall be defined in Article 22, Salaries.
Article 26
On-Call

Section 1. An employee will be considered “on-call” and entitled to on-call pay when the employee must be accessible via phone for a specified period of time. An on-call employee must provide the Hospital/Employer with a primary phone number and optionally a backup telephone number.

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

Section 3. An employee shall be entitled to a minimum of three (3) hours pay or pay for time actually worked while on call, whichever is greater, plus any on-call he/she is entitled to.

Section 4. Pay for time worked on-call shall be at the rate of time and one-half plus appropriate shift differential.

Section 5. Only hours actually worked when the on-call employee is called in will be considered for the purpose of calculating overtime.

Section 6. 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 dollars ($20.00) for every eight (8) hours spent on-call. The rate paid will be prorated for hours less than eight (8) spent on-call: New Year’s Day, Christmas Eve (3:00 p.m. - 11:59 p.m.), Christmas Day, Thanksgiving Day, Independence Day, Memorial Day, Labor Day and Easter Sunday.

Section 7. Any employee may switch and/or give away his/her on-call to any other technician with the approval of the manager.

Section 8. On-call shall not be used to cover vacancies or for call ins. It is only to be utilized in situations where a tech 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.
Article 26a
On-Call Procedure Operating Room & Radiology

Section 1. All employees upon completion of probation and with the approval of their manager are required to take on-call. On-call shall be evenly distributed between qualified technicians on an assigned day basis. The call scheduled for weekdays is posted on a monthly schedule. On-call hours are defined as:

<table>
<thead>
<tr>
<th>Procedure</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>OR Weekday</td>
<td>8:00 p.m. – 7:00 a.m.</td>
</tr>
<tr>
<td>OR Weekend</td>
<td>Sat. 7:00 a.m. – Sun. 7:00 a.m.; and Sun. 7:00 a.m. – Monday 7:00 a.m.</td>
</tr>
<tr>
<td>Special Procedures Weekday</td>
<td>4:00 p.m. – 7:30 a.m.</td>
</tr>
<tr>
<td>Special Procedures Weekend</td>
<td>Sat. 7:30 a.m. – Sun. 7:30 a.m.; and Sun. 7:30 a.m. – Mon. 7:30 a.m.</td>
</tr>
<tr>
<td>Ultrasound Weekday</td>
<td>11:00 p.m. – 7:00 a.m.</td>
</tr>
<tr>
<td>Ultrasound Weekend</td>
<td>Sat. 3:00 p.m. – Sun. 7:00 a.m.; and Sun 3:00 p.m. – Mon. 7:00 a.m.</td>
</tr>
<tr>
<td>Non-Credentialed and Credentialed Cardiac Sonographers (ECHO)</td>
<td>Sunday into Monday (start of week): Midnight -Monday 7 a.m. Mon/Tues/Wed/Thurs: 5 p.m. – 7 a.m. Friday: 4:30 p.m. – midnight Saturday: Midnight – 7 a.m. and 3 p.m.-midnight Sunday: Midnight Saturday – mid Sunday (24 hours) Holidays: 24-hour coverage from end of last shift (e.g. Thanksgiving Wed 5 pm until Friday 7 a.m.)</td>
</tr>
</tbody>
</table>

Section 2. Weekend on-call shall be assigned on a rotating basis and may be changed with the mutual agreement of the technician and Manager/designee. If there are no volunteers, the Manager/designee will assign on-call on a rotating inverse seniority basis until the entire list of eligible technicians has been rotated through.

Section 3. Weekend on-call shall be assigned in January of each year by the Manager for the entire year. In the OR, a qualified scrub
technician will be scheduled. Call may be changed with mutual agreement of the technician and the Manager.

Section 4. Each January, all technicians shall choose which holiday they wish to be on-call. Assignment of holiday on-call shall be completed in order of seniority. If a technician wishes to volunteer, he/she may do so. If there are no volunteers, the Manager may assign on-call on a rotating inverse seniority basis. No technician shall be expected or assigned to take call the same holiday two (2) years in a row. Holiday on-call is for twenty-four (24) hours.

In the event that there are no scheduled elective cases during a regular workday, the on-call weekday will revert to a twenty-four (24) hour day.

Section 5. In the event that the scheduled on-call person is unable to meet his/her obligation, the on-call person shall seek volunteers. If there are no volunteers, the Manager may assign the on-call on a rotational inverse seniority basis, using technicians already working that day. No employee shall be expected to cover on-call if they are on a day off or scheduled PTO.

Section 6. In the event the scheduled on-call person calls off on unscheduled PTO, the call hours will be awarded to the most senior volunteer. If there are no volunteers, it will be assigned to the least senior technician scheduled that day.

Section 7. No technician shall be expected to take on-call if they are on vacation or a regularly scheduled day off, or take call the last day worked prior to scheduled PTO.

Section 8. If a technician is on New York State Disability, Workers’ Compensation, bereavement leave, or leave of absence, he/she shall not be expected to make up his/her missed call.

Section 9. If an additional technician is needed to assist with an on-call procedure, the assignment will be offered beginning with the most senior technician.
Section 10. The on-call schedule shall be posted at the same time as the monthly schedule and shall not be changed without the technician and Manager’s consent.

Section 11. In the OR when a long case(s) approximately four (4) hours or more in length are scheduled on Friday for Saturday, the call team will work for the long case that is scheduled. Volunteers will be solicited in descending order of seniority for a second call team for the hours on Saturday in which the first call team is doing a long case. The assigned call will be for a minimum of six (6) hours. After the case(s) is completed, the second call team will no longer be needed.

If on Friday there are insufficient volunteers for the second on-call team, and there is a need for a second call team, the lowest senior person working on that Friday will be assigned on an equitable rotation. This will be done on an inverse seniority basis.

Section 12. When taking call, if a technician 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 eight (8) hours after he/she punches out; or

b.) report to work at his/her scheduled time; The exception will be when a technician 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.

In each case, the technician must inform the Manager or Supervisor of his/her decision. Any employee who takes rest time shall have the option to take it as scheduled PTO.

Section 13. Technicians who accept low census prior to the start of the scheduled on-call for the department would be placed on-call. On-call would start at the beginning of low census and end with the start of the scheduled on-call hours as defined in Section 1. The technician on low census may contact the regular person on-call and ask them to accept on-call early. All technicians will be paid according to Article 26, On-call.
Section 14. A list of OR qualified radiologic technologists, who are interested in being called in, will be established. If there is an OR case requiring a radiologic technologist between the hours of 11 p.m. and 7 a.m., it shall be offered on a rotating basis to employees on the list, beginning with the most senior employee. The technologist will be paid a minimum of four (4) hours at their base hourly rate, plus a seventy-five dollar ($75) lump sum payment for each occasion they are called in. There will be no on-call pay for the OR qualified radiology technologist on the list. In the event that no one from the list is available or can be reached, the special procedures tech that is on-call will be required to report.

**Article 27**  
**Call In Pay**

Employees who are not scheduled for a shift but are called and report on duty shall be paid a minimum of four (4) hours at their regular rate of pay.
Article 28
Paid Time Off

Section 1. All regular full-time employees, hired at Kenmore Mercy Hospital before 10/1/01, are eligible for Paid Time Off (PTO) according to the following schedule:

Full Time (7.5 hr) employees hired prior to 10-1-01

<table>
<thead>
<tr>
<th>Length of Service (years)</th>
<th>Accrual Rate</th>
<th>Maximum Annual Accrual</th>
<th>Maximum Unused Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of hire to completion of 5 years (0-59 months)</td>
<td>.104</td>
<td>202.50</td>
<td>255.00</td>
</tr>
<tr>
<td>5th anniversary to completion of 10 years (60-119 months)</td>
<td>.124</td>
<td>240.00</td>
<td>292.50</td>
</tr>
<tr>
<td>10th anniversary to completion of 15 years (120-179 months)</td>
<td>.143</td>
<td>277.50</td>
<td>330.00</td>
</tr>
<tr>
<td>15th anniversary to completion of 16 years (180-191 months)</td>
<td>.147</td>
<td>285.00</td>
<td>337.50</td>
</tr>
<tr>
<td>16th anniversary to completion of 17 years (192-203 months)</td>
<td>.150</td>
<td>292.50</td>
<td>345.00</td>
</tr>
<tr>
<td>17th anniversary to completion of 18 years (204-215 months)</td>
<td>.154</td>
<td>300.00</td>
<td>352.50</td>
</tr>
<tr>
<td>18th anniversary to completion of 19 years (216-227 months)</td>
<td>.158</td>
<td>307.50</td>
<td>360.00</td>
</tr>
<tr>
<td>19th anniversary to completion of 24 years (228-287 months)</td>
<td>.162</td>
<td>315.00</td>
<td>367.50</td>
</tr>
<tr>
<td>24th anniversary and following (288 + months)</td>
<td>.166</td>
<td>322.50</td>
<td>375.00</td>
</tr>
</tbody>
</table>
Section 2. All regular full-time employees, and employees hired on or after 10/1/01, are eligible for Paid Time Off (PTO) according to the following schedule:

<table>
<thead>
<tr>
<th>Length of Service (years)</th>
<th>Accrual Rate</th>
<th>Maximum Annual Accrual</th>
<th>Maximum Unused Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of hire to less than 3 years (0-35 months)</td>
<td>.087</td>
<td>165.00</td>
<td>217.50</td>
</tr>
<tr>
<td>3 years to less than 4 years (36-47 months)</td>
<td>.090</td>
<td>172.50</td>
<td>225.00</td>
</tr>
<tr>
<td>4 years to less than 9 years (48-107 months)</td>
<td>.108</td>
<td>210.00</td>
<td>262.50</td>
</tr>
<tr>
<td>9 years to less than 15 years (108-179 months)</td>
<td>.128</td>
<td>247.50</td>
<td>300.00</td>
</tr>
<tr>
<td>15 years to less than 24 years (180-287 months)</td>
<td>.147</td>
<td>285.00</td>
<td>337.50</td>
</tr>
<tr>
<td>24 years and following (288 + months)</td>
<td>.167</td>
<td>322.50</td>
<td>375.00</td>
</tr>
</tbody>
</table>

Section 3. All regular part-time employees are eligible for Paid Time Off (PTO) according to the following schedule:

<table>
<thead>
<tr>
<th>Length of Service (years)</th>
<th>Accrual Rate</th>
<th>Maximum Annual Accrual</th>
<th>Maximum Unused Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of hire to completion of 9 years (0-107 months)</td>
<td>.069</td>
<td>135.00</td>
<td>187.50</td>
</tr>
<tr>
<td>9th anniversary and following (108 + months)</td>
<td>.108</td>
<td>210.00</td>
<td>262.50</td>
</tr>
</tbody>
</table>

Section 4. Eligible employees accrue PTO from their most recent date of hire but cannot begin using their accumulated time until completion of their first three (3) months of employment. Prior to completion of three (3) months of service an employee may take time off without pay if approved by the appropriate supervisor.
Section 5. An employee changing from an ineligible to an eligible status (e.g. per diem to full time) will begin accruing PTO the first full pay period from the date of the change providing they have satisfied their probationary period.

Section 6. If an employee changes from full-time to regular part-time benefit eligible status, there shall be no change in benefit date. In addition, the regular part-time employee will be able to carry over up to fifty percent (50%) of the Paid Time Off maximum accrual allowed based on his/her part-time benefit accrual category. The remaining portion will be paid out to the employee.

Section 7. PTO is accrued for every hour an eligible full-time or regular part-time employee is paid, including union representation time under Article 8 and paid benefit hours up to seventy-five. Employees under a LOA under Article 8, Section 6 shall not accrue PTO. All accruals are subject to the annual and total maximum caps. Upon request the union shall provide documentation to the employer reflecting the attendance of any employee using the provisions of Article 8 Union representation.

Section 8. Paid Time Off Scheduling:

a.) An employee's manager or designated supervisor must approve all PTO. PTO may be used for holidays.

b.) PTO should be scheduled in advance of the time block with routine time requests as noted in Article 18, Hours of Work except for instances of illness or other unforeseeable emergencies when it will be considered.

c.) Unscheduled absences must be reported to the appropriate designee no later than two (2) hours before the start of a shift for the day shift. Evening and night shift employees must make every reasonable effort to call four (4) hours before the start of a shift, but no less than two (2) hours before the start of a shift.

d.) Selection of the Holiday:
1.) When the department must remain open for the eight (8) major holidays, and when staffing requirements demand, employees working seven and one-half (7 1/2) hour shifts shall be required to work no more than one (1) holiday in each of the following groups of holidays:

- Memorial Day or Independence Day
- Labor Day or Thanksgiving Day
- Christmas Eve or New Year’s Eve
- Christmas Day or New Year’s Day

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

2.) In areas where employees are expected to take Holiday call, holidays will be covered on a voluntary basis. If there are no volunteers, then holidays will be assigned on a rotation 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 any one of the following holidays for two (2) consecutive years: Christmas (day and eve), Thanksgiving, or New Year’s unless done on a voluntary basis.

3.) Assignments to work a holiday in each group will be determined by the previous year’s holiday assignment, and will be done on an alternating basis.

4.) If scheduling permits an employee to have an extra holiday off on New Year’s Day, Thanksgiving Day, or Christmas Day, the holiday in question will first be offered to the most senior employee on that unit and thereafter that holiday will be offered on a rotational basis.
5.) Should there be a holiday shift that is not adequately staffed under these conditions, the holiday(s) will be posted on a needs list and awarded to the most senior employee who signs up. Should there be remaining holidays, the least senior employee on the unit shall be scheduled for an additional shift on a rotating basis.

6.) If there is low census on a holiday, the employee assigned a third holiday will be offered low census first

7.) If an employee leaves during the year and a new employee is hired in their place, the new employee shall fulfill their holiday commitment, once they have completed orientation.

e.) The holidays and/or shifts referenced below shall be considered the holiday, and shall be paid at the rate of time and one half (1 ½) the employee's base rate for all hours worked:

   a.) Christmas Eve from 3:00 p.m. through 11:59 p.m.;
   b.) Christmas Day from 12:00 a.m. through 11:59 p.m.;
   c.) New Year’s Eve from 3:00 p.m. through 11:59 p.m.;
   d.) New Year’s Day from 12:00 a.m. through 11:59 p.m.;
   e) Easter Day from 12:00 a.m. through 11:59 p.m.;
   f.) Memorial Day from 12:00 a.m. through 11:59 p.m.;
   g.) Independence Day from 12:00 a.m. through 11:59 p.m.;
   h) Labor Day from 12:00 a.m. through 11:59 p.m.; and
   i.) Thanksgiving Day from 12:00 a.m. through 11:59 p.m.
f.) 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 9. Requests for one week or more of PTO shall be submitted three (3) times a year on Form HR15 as outlined below:

a.) by October 1 of the preceding year for the period of time from January 2 through May 31.

b.) by February 1 for the period of time from June 1 through Labor Day.

c.) by June 1 for the Tuesday after Labor Day through January 1.

d.) Should an employee desire to request available time off outside the above deadline, if it remains, the request shall not be unreasonably denied.

e.) PTO slips will be made available to employees no later than thirty (30) days prior to the deadline for PTO submission.

f.) Approval or denial of such requests shall be indicated by no later than thirty (30) days after the deadline for each submission period. In case of conflict, seniority will be the determining factor.

g.) Each employee will be approved for a minimum of one (1) week of PTO during prime time summer (June 1 - Labor Day weekend). Additional weeks can be requested and are subject to management approval. Such request will not be unreasonably denied.

h.) Weekends requested in conjunction with approved vacation time shall be requested at the time of the initial vacation request and shall not be unreasonably denied.
i.) Should an employee desire to change an approved PTO and the schedule has not already been posted the employee may request the PTO request to be withdrawn. The employee must submit the change at least thirty (30) days prior to the first day of the scheduled PTO time. The employees' request shall be accommodated if possible provided such request does not interfere with department operations or previously approved request of other associates regardless of seniority.

j.) When a transfer to another department or change in status occurs, at the employee's request, approved vacation requests must be re-submitted. However, every attempt will be made to accommodate the employee's previously approved vacation schedule.

Section 10. The scheduling and payment of PTO shall be based on an employee’s normal work schedule and normal workdays in a work week. In the event an employee requests to reduce their scheduled hours or shifts in a workweek, the employee will be required to utilize PTO for the reduction in hours.

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. 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 may 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 have the option of taking PTO, but must work or take PTO up to their budgeted hours.
Section 13. For the purposes of accommodating requests for vacation, only staffing requirements for bargaining unit members in a given clinical unit may be considered.

Section 14. An eligible employee may voluntarily donate a portion of their own PTO benefit to an employee who is away from work on approved leave for disability, family medical leave, or personal leave of absence for hardship reasons. The employee will be eligible to give hours from his or her own accrued balance of PTO. Donated hours shall be subtracted for donor's PTO accrual bank with no adjustment for their dollar value. Donated hours shall be paid to the benefited employee at the benefited employee's rate of pay. The receipt of the donated PTO has to be on the same payroll as the donor.

Section 15. PTO cannot be used for less than one (1) hour, except for low census purposes.

Section 16. Paid Time Off (PTO) at time of termination will be processed as follows:

a.) Employees who fail to complete the probation period, for any reason, will receive no payout of any accrued PTO at time of termination.

b.) Employees who successfully complete the probationary period, and are terminated by the Employer/Hospital, will receive a payout for all accrued unused PTO following termination.

c.) PTO for employees who successfully complete the probationary period, and resign from their position will be processed as follows:

1. If the employee fails to provide a minimum of two (2) weeks written notice, there will be no payout of any accrued PTO.

2. If the employee provides a minimum of two (2) weeks written notice and works their normal schedule during the notice period or is away
from work on approved PTO, then the employee will receive a payout of all accrued PTO at time of termination.

3. If the employee provides a minimum of two (2) weeks written notice, and then takes unscheduled PTO during the notice period, the employee will not be paid for the hours away on unscheduled PTO. In addition, the hours the employee was off on unscheduled PTO will be deducted from the employee's PTO bank. Once the deduction is made, then the Employer/Hospital will pay the balance of accrued unused PTO. Extenuating circumstances will be evaluated on a case by case basis.

Section 17. Full-time and regular part-time employees are eligible to participate in the PTO buyback program up to a maximum of seventy-five (75) hours, as long as the employee has the accrued time in their bank. PTO buyout requests must be submitted by the employee to the Payroll Department no later than November 1. Employee’s PTO payouts will be made by the end of November.

**Article 29**

Extended Sick Leave

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

<table>
<thead>
<tr>
<th>Category of Employment</th>
<th>Maximum Days Accrued Annually</th>
<th>Maximum Hours Accrued Annually</th>
<th>Accrual Rate Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Time</td>
<td>9</td>
<td>67.5</td>
<td>.0347</td>
</tr>
<tr>
<td>Part Time</td>
<td>2</td>
<td>15.0</td>
<td>.01933</td>
</tr>
</tbody>
</table>
Section 2. 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. In order to be eligible to use ESL, an employee must have an approved New York State Disability claim or an approved New York State Workers Compensation claim through the Hospital. All claims status will be reviewed and confirmed through the office of Integrated Disability Management (IDM). ESL balances will appear on each employee’s pay-check stub.

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. ESL time is payable to those with accrued bank hours and once deemed eligible, at the employee’s base rate, plus any shift premium for those employees regularly scheduled to work other than first shift, not to exceed their budgeted hours. Administration of ESL will be as follows:

a.) New York State Disability (NYSDBL)

1. An eligible employee will be paid from their accrued bank for the waiting week associated with NYSDBL in full day increments not to exceed budgeted hours.

2. For ongoing periods beyond the waiting week associated with NYSDBL, employees will be paid from their accrued bank in .6 of a day increments not to exceed budgeted hours and up to the maximum duration of NYSDBL or bank hours exhaust.

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

1. An eligible employee will be paid from their accrued bank for the waiting week associated
with NYSWC when lost time does not exceed 7 days in full day increments not to exceed budgeted hours. Ongoing dates of disability associated with NYSWC between days 7 and 14 are payable at 1/3 day increments not to exceed budgeted hours.

2. For eligible employees who exceed 14 days associated with NYSWC, accrued bank hours will be paid in 1/3 day increments, not to exceed budgeted hours, retroactive to the 1st approved date of disability and ongoing up to the maximum duration of NYSWC or until bank hours exhaust.

Section 6. If an employee works in a transitional duty capacity and disability payments are reduced or eliminated, the employee will be entitled to banked time from their Extended Sick Leave Bank (ESLB) to ensure a full paycheck. If the ESLB has been depleted, the employee may elect to use Paid Time Off for the remaining hours.

Section 7. 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 8. 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.

Article 30
Leave of Absence

Section 1. A leave of absence without pay may be granted to all employees covered by this agreement after one (1) full year of continuous employment, for the following reasons:
a.) compelling personal reasons;
b.) educational purposes;
c.) per the Family Medical Leave Act; and
d.) union business.

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

Section 2. Applying for Leave:

a.) an employee’s application for a leave of absence must be made via telephone to the designated third party administrator (TPA) 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 personal leave of absence only. The third party administrator will review and issue final decisions in all leave applications;

e.) the third party administrator 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; and

g.) employees on unpaid leave of absence will earn no paid time off (PTO) or sick time.

The granting of a leave of absence will protect the employee’s 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 his/her department head and IDM, at least 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 Service 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; and
e.) if there is no such position, the employee shall then be directed to Human Resources. It is understood that once an employee is on layoff status, that employee will be entitled to all recall rights outlined in Article 53, 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 41, Disability and Workers’ Compensation, for receiving those benefits.

Section 5. A leave of absence shall not exceed six (6) months in duration. Employees may request a six (6) month extension before the end of the initial period of leave of absence. A request for a leave of absence or extension will not be unreasonably denied. Leaves of absence shall not be granted for less than seven (7) calendar days.

Section 6. Union Business: Any leave of absence for purposes of union business shall be covered by Article #8, Union Representation.

Section 7. 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 its amendments, 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.) Leave of absence will be granted under the provisions of the Family and Medical Leave Act of 1993 under the same terms and mechanisms outlined in Sections 1. and 2. and has reached one thousand, two hundred and fifty (1,250) hours of service, inclusive of Union Representation time and/or time spent on a leave of absence for Union business during the twelve (12) months preceding, exclusive of all paid time off, (e.g., sick leave, PTO, Jury Duty, etc.) 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 or three 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 occasion that results in a regiment of continuing treatment (e.g., antibiotics) or therapy requiring special equipment (e.g., oxygen) under the supervision of the health care provider.

ii.) Any period of incapacity due to pregnancy, or for prenatal care.

iii.) Any period of incapacity, or treatment for such incapacity, due to a chronic serious health condition, which is defined as one that:
(a.) requires periodic visits to a health care provider;

(b.) continues over an extended period of time; and

(c.) may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

iv.) A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. (Examples include Alzheimer’s, severe stroke, or the terminal stages of a disease.)

v.) Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider (or under orders of, or on referral by, a health care provider), either for restorative surgery after an accident or injury, or for a condition that if left untreated would likely result in a period of incapacity of more than three (3) consecutive calendar days, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), and kidney disease (dialysis).

d.) An eligible health care provider could be a doctor of medicine, an osteopathic doctor, a podiatrist, a dentist, a clinical psychologist, an optometrist, a chiropractor (for certain conditions), a nurse practitioner or nurse
midwife, or certain Christian Scientist practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

e.) An employee may take intermittent leave or may work a reduced leave schedule to reduce the usual number of hours per day or work week. Prior approval, for working a reduced leave schedule is required.

f.) The Employer/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 (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.
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. 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 by the employee 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 NYS Disability or Workers’ Compensation or a personal leave shall include and run concurrent with the time period for any leave allowed by the Family and Medical Leave Act.

m.) An employee may also be permitted to take periods of unpaid leave under the January 28, 2008 FMLA Amendments (National Defense Authorization Act for FY 2008-NDAA) – Public Law 110-181 Section 585 (a) for qualifying reasons for leave to include:

a.) Up to twelve (12) weeks because of “any qualifying exigency,” as defined in the FMLA for a spouse, son, daughter, or parent that has been notified of impending active duty or who is on active duty, in support of a “contingency operation”; or

b.) Up to twenty-six (26) weeks in a single twelve (12) month period for those who are a spouse, son,
daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty.

**Article 31**
**Military Leave**

The parties agree that the Catholic Health System Policy will apply to employees in the bargaining unit. The parties agree that the Employer has the right to modify the policy upon notice to the Union.

**Article 32**
**Jury Duty**

Section 1. All regular full-time and regular part-time employees, who have completed their probationary period and who are required to serve on jury duty shall be excused from work with pay for scheduled work days for a maximum of thirty (30) days served as a juror.

Section 2. Time spent on jury duty shall be counted as time worked for the days the employee was scheduled to work, and for all other purposes. Time spent on jury duty shall not be counted as time worked in the computation of overtime.

Section 3. If employees are excused from jury service for specific days, and the employee was originally scheduled to work, they will report to work. Employees scheduled on the night shift will be excused on the night shift prior to the jury duty and the night shift of the jury duty.

Section 4. Employees are required to provide payroll with a copy of documentation from the court indicating the date of service and amount of payment received. The amount will then be deducted from the next day.
Article 33
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 death of the family member outlined in Section 2. below. The seven (7) day period may be extended by mutual agreement. Bereavement leave notification shall be oral, but written notification may be requested by the Employer/Hospital. If written notice is requested, a death notice will constitute such notice.

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, or 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 Paid Time Off (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 Paid Time Off (PTO) balance, unless the absence extends beyond the three paid days and the employee elects to use PTO.

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 on the applicable days.

Section 6. Part-time and probationary employees shall be granted leave without pay upon request, and approval, in the event of a death in the family as covered in Section 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 34**
**Emergency Closure**

If the Employer/Hospital is forced to temporarily close or discontinue operations in a unit and/or department, for weather related or other emergency reasons, all employees shall have the option of utilizing either accrued paid time off or an absence without pay.

**Article 35**
**Health Coverage**

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

a.) CHS First Choice Plan

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

Section 2. A newly hired employee may initially select individual or family health plan coverage within thirty (30) days of the date of employment. Actual coverage will begin on the first day of the month following completion of ninety (90) calendar days of employment. Changes in coverage may be made during open enrollment each year or within thirty (30) days of a life status change 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 coverage and eighty percent (80%) of the cost of family coverage for full-time employees. The Employer/Hospital shall contribute fifty-five percent (55%) of the cost of single coverage for regular part-time employees and fifty percent (50%) of the cost of family coverage for regular part-time employees.

Section 4. The Employer/Hospital will offer to employees not eligible for the subsidy participation in the Employer’s/Hospital’s group health insurance plans with the responsibility for the full cost to the plan being the employee’s, provided premium costs are remitted to the Employer/Hospital on the first (1st) day of the month of coverage or no later than the thirty-first (31st) day of the month of coverage.

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

Section 6. Employees not eligible for Employer/Hospital contributions toward health insurance premiums will be eligible to participate in the group health plan at their own expense.

Section 7. Employees who retire from Kenmore Mercy Hospital will be eligible to participate in a retiree group health plan at their own expense, until they are eligible for medical coverage under Medicare.

**Article 36**

**Prescription Coverage**

Section 1. The Employer/Hospital shall make available to all employees covered by this Agreement, who are enrolled under one of the Employer/Hospital’s health coverage plans, a prescription drug coverage-plan. The Employer/Hospital has contracted with a managed pharmacy drug benefit program under the self-insured health care plans a three (3) tier prescription benefit at $7/$15/$35.

Section 2. An employee will be provided prescription coverage at the same time the health plan becomes effective.
Section 3. If the prescription drug benefit program referenced in Section 1 is no longer available, the Employer will offer an equivalent prescription drug program.

**Article 37**

**Dental Coverage**

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 coverage options:

<table>
<thead>
<tr>
<th>Description of services</th>
<th>Enhanced Plan</th>
<th>Basic Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class I Preventative &amp; Diagnostic</td>
<td>100% *</td>
<td>100% *</td>
</tr>
<tr>
<td>Class II Restorative/Oral Surgery** Subject to deductible</td>
<td>70% *</td>
<td>50% *</td>
</tr>
<tr>
<td>Class III Major Restorative** Subject to deductible</td>
<td>50% *</td>
<td>No Coverage</td>
</tr>
<tr>
<td>Class IV Orthodontia*** Lifetime maximum Subject to deductible</td>
<td>50% *</td>
<td>No Coverage</td>
</tr>
<tr>
<td>Annual Deductibles</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single</td>
<td>$ 50</td>
<td>$ 50</td>
</tr>
<tr>
<td>Family</td>
<td>$100</td>
<td>$100</td>
</tr>
<tr>
<td>Maximum Benefit per Calendar Year</td>
<td>$2,000</td>
<td>$1,000</td>
</tr>
</tbody>
</table>
* PPO Allowance
** After annual deductible
*** Dependent children to age 19, full-time students to age 25.

The program consists of a dental Preferred Provider Organization (PPO) in which participants will be charged less for service provided by a participating dentist in the PPO network. Employees may elect to utilize non-participating dentists in which case the employee will be liable for any balance owed the non-participating dentist. The plan will reimburse according to the contracted fee schedule for participating providers.

Section 2. A newly hired employee may initially elect dental plan coverage within thirty (30) days of the date of employment. Actual coverage will begin on the first day of the month following completion of ninety (90) calendar days of employment. Changes in coverage may be made during open enrollment each year, or within thirty (30) days of a life status change, where the change made is consistent with the event (e.g., 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 provided they meet the eligibility requirements detailed in Section 2 above. If premium payments are not received by the due date, coverage will be canceled effective the last day of the month in which the last premium was paid.

Section 4. In the event the Employer desires to make a change in coverage under the plan, the employer will notify the Union of any changes made to the plan in a timely fashion.

Section 5. If the dental benefit plan referenced in Section 1 is no longer available, the employer will offer an equivalent dental benefit plan. If an equivalent plan is not available, the Employer will meet with the Union to engage in bargaining regarding a new dental benefit plan.
Article 38  
Hospital Discounts

Section 1. The Employer/Hospital Discount Program will apply to all full-time employees, regular part-time employees, per diem employees, retirees who have elected and are receiving retirement benefits with the Catholic Health System, 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 sources and considered eligible participants under the employee’s medical insurance plan; or

b.) eligible dependents as defined above, not covered by medical insurance must qualify as dependents for federal income tax purposes.

Section 2. Discounts apply to employees and their eligible dependents, as defined in Section 1. above, who utilize a Catholic Health acute care facility as follows:

a.) inpatient deductible will be one-hundred percent (100%) to a maximum of two hundred and fifty dollars ($250.00) per occurrence;

b.) hospital billed coverage (including outpatient procedures) will have co-payments of up to twenty dollars ($20.00);

c.) outpatient services (non-covered) will have a discount of fifty percent (50%) waived on non-covered charges allowable under Medical plan limits. Emergency Room visits will have 50% of ER co-pay up to a discounted maximum of $25.00; and

d.) private room discount (subject to availability) will be one hundred percent (100%) for employees 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, elective surgery, orthodontia or dentures, experimental techniques, medical devices and durable medical equipment.

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

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

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

Section 7. Discounts for inpatient deductibles and outpatient co-pays will be reimbursed for pediatric services not provided at CHS facilities. To be eligible for reimbursement, discounted pediatric services must be delivered within the eight (8) counties of Western New York. Discounts for pediatric services not provided at CHS facilities are only available to employees, their spouse and children who are covered by medical coverage through Kenmore Mercy Hospital.

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

Article 39
Life Insurance

Section 1. All regular full-time and regular part-time employees, who complete their probationary period, are eligible for group term life insurance in the amount equal to one times their annual base
salary rounded to the nearest one thousand dollars ($1,000.00) at no cost to the employee.

Section 2. In addition to the term life insurance outlined in Section 1., employees shall be eligible for Accidental Death and Dismemberment Insurance in the amount equal to one times their annual base salary rounded to the nearest one thousand dollars ($1,000.00) at no cost to the employee.

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 October 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 a voluntary, optional life insurance program to employees who meet plan eligibility requirements. The premiums of such coverage shall be paid for by the employee.

Section 5. Employees who terminate their employment with the Employer/Hospital, may elect to convert their group term 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 with the former employee being fully responsible for the associated premiums.

**Article 40**

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 100% by the employees.
Article 41
Disability and Workers’ Compensation

Section 1. Time off the job for absence due 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 may be granted upon notice. Documentation from the employee’s physician shall normally be provided within three (3) days or as soon as available.

Section 2. Time off the job for an illness or injury shall not exceed eighteen (18) months. There will be no loss of seniority while an employee is on disability or workers’ compensation.

Section 3. Employees on disability or workers’ compensation shall continue to receive life insurance benefits at no cost to the employee. Employees shall continue to receive health insurance benefits on the same basis as prior to the leave for the remainder of the month of disability beyond the expiration of any paid leave time and for two (2) additional months. Thereafter the employee may continue to participate in group health insurance at their own expense.

Section 4. An employee returning from disability or workers’ compensation shall contact Human Resources at least seven (7) calendar days prior to the expected return date or as soon as their doctor releases them to return to work.

Section 5. Employees may return to work prior to the scheduled expiration date of their leave after complying with the notification requirements and upon clearance to return by Associate Health.

Section 6. The Employer/Hospital may require an employee returning from a disability or workers’ compensation 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 Employer/Hospital. The cost of the additional examination shall be borne by the Employer/Hospital.

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

a.) if an employee returns within five (5) months, from the effective date of the leave, such employee shall be returned to the position held prior to the effective date of the leave;

b.) if the employee returns after five (5) months, the employee will be returned to the position held prior to the effective date of the leave, if the position has not been posted or filled;

c.) if the employee’s position is not available, the employee shall be returned to a position of equal pay, category, and shift, if available;

d.) layoff and recall procedures of this agreement shall be followed if a position is not available;

e.) 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 he/she shall not be entitled to bump.

Section 8. After the expiration eighteen (18) months provided for in Section 2, employment shall terminate in accordance with Article 47, Seniority, Section 5(h).

Section 9. Employees collecting disability or workers’ compensation payments, for time lost as a result of an occupational or non-occupational injury or illness may be routinely requested to be evaluated by an Employee Health provider, but not more frequently than once every thirty (30) calendar days.
Article 42
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 as an employee 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 that 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 their bargaining unit, the employee will have the option of accepting a suitable position outside of their 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 when available. 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 payments are reduced or eliminated, the employee will be entitled to banked time from their Extended Sick Leave Bank (ESLB) to ensure a full paycheck. If the ESLB has been depleted, the employee may elect to use Paid Time Off for the remaining hours.

g.) Employees shall notify Human Resources following clearance to return to work on transitional duty. Human Resources will be allowed a reasonable amount of time to locate and arrange for a transitional duty assignment if one can be created.

h.) If an employee is classified for transitional duty and a 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 collective bargaining agreement will apply.
Section 3. In a situation 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; results of which will be the determining factor for return to work.

Section 5. An employee on a clerical transitional duty assignment will not be counted as staff until the employee is released to perform the essential functions of the assigned duties of that position.

Section 6. A review of transitional duty position opportunities will become a regular agenda item at the Workload and Staffing Committee.

Section 7. Time worked on transitional duty, excluding clerical transitional duty, shall count as return to work for the purposes of Article 41, Section 7.

Article 43
Retirement Plan

Section 1. The Employer will continue to offer the current retirement plans to the employees covered by this Agreement.

Section 2. The parties agree that within thirty (30) days of the annual actuarial valuation of the pension plans, either side may request that this article only be reopened for purposes of negotiating changes to the plan, consistent with financial goals discussed and with the purpose of addressing the structure of the current plans.
Article 44
403(b)

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

Employees may make voluntary contributions to a 403(b) plan.

Article 45
Tuition Assistance

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

Section 2. The following application process shall be followed:

a.) obtain application form from the Human Resources Department;
b.) complete the application, sign and date the form;
c.) submit the application form a minimum of thirty (30) days 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.) 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 employees will be reimbursed for the cost of the course up to a maximum of one thousand, two hundred dollars ($1,200.00) per calendar year or six hundred dollars ($600.00) per semester.

b.) Regular part-time 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 ($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.) 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.
f.) Upon approval, course work may be completed in the traditional method or through on-line/electronic classes.

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.

Any employee attending a conference or training session paid for by the Employer shall be paid the registration fees for the conference or training session and the employee’s regular rate of pay for all work hours while in attendance at such conference or training.

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

Section 7. The Employer reserves the right to modify or eliminate its tuition assistance policy with notice to the Union.

**Article 46**
**Bulletin Boards**

Section 1. The Employer has provided the union a glass enclosed, locked bulletin board for the posting of official Union business in a clearly visible location. The Executive Board Member for the Union and the Hospital Human Resource Director shall have a key.

Section 2. There shall be a bulletin board placed conspicuously in each department and in a place readily accessible to employees in the normal course of employment.

Section 3. A copy of all material or literature to be posted on the Union bulletin board will be provided in advance to the Director of Human Resources.
Section 4. All posted materials will be initialed by the Union representative prior to posting and shall include only factual and non-controversial material.

Article 47
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.

Section 2. An employee who accepts a non-bargaining unit position and returns to the bargaining unit within one (1) year, shall accrue seniority from his/her original date of hire. An employee who accepts a non-bargaining unit position and returns to a bargaining unit position after one (1) year, shall have a seniority date determined which will be for all years of service with the Employer/Hospital outside of management positions.

Section 3. An employee with at least twelve (12) months of seniority within Kenmore Mercy Hospital who terminates his or her employment and is rehired within one (1) year from the date of termination of service shall, after completing twelve (12) months of service, receive his or her original seniority date(s), adjusted for the period of separation.

Section 4. Any employee hired into the bargaining unit from within the Catholic Health System, shall carryover his/her Catholic Health System date of hire only for benefit programs. 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 he/she:

a.) resigns or quits;

b.) is discharged;

c.) retires, with or without qualifying for benefits under the Employer's retirement 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 accept the position per Article #53, Layoff & Recall, Section #16

g.) is absent without notice for two (2) consecutive scheduled work days; unless beyond the employee's control;

h.) is absent due to illness or injury for more than eighteen (18) months; and

i.) is laid off for a period exceeding eighteen (18) months.

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.

Section 7. It is agreed that when two (2) or more CWA members have the same seniority date, the last four digits of the employee's social security number shall be used to determine seniority. The most senior being the employee possessing the lowest four digits in the social security number.
Article 48
Bargaining Unit Work

Section 1. Bargaining unit work is that work which is exclusively performed by bargaining unit employees. Incidental performance of bargaining unit work by non-bargaining unit employees will not destroy the exclusivity of such work to the bargaining unit. Non-bargaining unit individuals shall not perform bargaining unit work except in the following situations:

a.) in situations where patient care or satisfaction may be compromised without the use of non-bargaining unit personnel;

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 and offers of extra time to full and part-time employees;

d.) to train, educate, supervise or instruct bargaining unit employees;

e.) to temporarily fill vacant positions, 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 and offers of extra time to full and part-time employees; and

f.) When existing bargaining unit employees lack the specialized skills necessary to perform bargaining unit work. If it is determined that there is an ongoing need for the specialized skills and a level of competency can be maintained by the bargaining unit employees, bargaining unit employees will assist in order to be trained to do such work.

Section 2. Bargaining unit employees may also be required to perform non-bargaining unit work, either at the Employer/Hospital,
or at another location, as necessary to train, educate, supervise or instruct bargaining unit employees.

**Article 49**  
**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 Employer/Hospital.

Section 2. The posting shall include the number of hours, shift, job title, department/clinical unit, 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) day posting period, may file an electronic application through the Employer’s applicant tracking system.

Section 3. During the posting period, the Employer/Hospital will determine if there are members of the bargaining unit who are on layoff and are eligible for recall to the posted position. If there are employees on layoff 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 posting period. If an employee in the bargaining unit is selected, the employee selected shall be given two (2) calendar days from the employee’s receipt of the notification of his/her selection to accept the position. Failure to respond within the time specified shall constitute a rejection of the position.

Section 5. Upon request by an unsuccessful candidate, the Employer/Hospital shall advise the unsuccessful candidate in writing as to why they did not qualify for the posted position. The Employer will also notify the Union of the successful bidder, including the posting number, budgeted hours, hourly wage, and hours of work/shift.
Section 6. The Employer/Hospital will first attempt to fill bargaining unit vacancies from within the bargaining unit. When qualifications and the ability to do the work are relatively equal, seniority will be the determining factor. The employer retains the discretion to determine qualifications and the ability to do the work. Such discretion shall not be exercised in an arbitrary or capricious manner. Qualifications shall be defined as the minimum education and experience and related job requirements set forth in the applicable job description. The eligible employee shall have a satisfactory work record including: performance evaluations and the absence of a written warning given within the last six (6) months and the absence of a final written warning given within the last twelve (12) months.

Section 7. If there are no qualified bidders within the bargaining unit, no employees eligible for recall, or no employees who accept recall for the position within the bargaining unit, the Employer/Hospital may seek qualified employees from any available source.

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. If the original position is not vacant, the employee may exercise any rights available pursuant to the layoff and recall procedure except that they shall not be allowed to bump.

b.) If an employee is denied a vacant position because he/she fails to possess the minimum training/education for the position, and the position remains unfilled, the individual may reapply for the position at such time as the employee achieves the minimum education/training required for the position.
c.) If a successful bidder is dissatisfied during the trial period, such employee may, within twenty-one (21) calendar days of being placed in the new position, return to his/her original position, if vacant. If the original position is not vacant, the employee may exercise any rights available pursuant to the layoff and recall procedure except that they shall not be allowed to bump.

Section 9. Unlicensed personnel may not be accepted for posted vacant positions requiring licenses.

Section 10. Probationary employees or employees who are in their job title less than ninety (90) days 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 status change. Status change for purposes of this article is intended to mean a change from part time to full time or full time to part time.

Section 11. A successful bidder may not bid on another posted vacant position for a minimum of six (6) months unless the position provides for an increase in hours or no other employee from within the bargaining unit has applied for the position.

Section 12. Any employee 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 layoff and recall procedure, except that they shall not be allowed to bump.

Section 13. 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 14. 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 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 50
Contracting Out Work

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

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

b.) Employer/Hospital will not contract out bargaining unit work if such contracting out will cause currently and directly, layoffs of bargaining unit employees, or any reduction in regular hours of work.

c.) Employer/Hospital will not use independent contractors and/or agency employees to permanently
fill vacant positions in the bargaining unit. While such persons are in use Employer/Hospital will actively recruit to fill the position.

Section 2. In the event the Employer/Hospital decides to contract out work that is exclusively performed by the bargaining unit, but will not result in layoffs or reduction of regular hours, the Employer/Hospital will notify the Union of its intent thirty (30) days prior to the proposed implementation date and provide an explanation of the proposed action, when it is proposed to take place and identification of the affected jobs/positions.

**Article 52**

**Health and Safety**

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

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

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

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

Section 5. There will be one (1) Union designated representative from the bargaining unit selected by the Union to be on the Employer’s Health & Safety Committee. The Employer will be responsible to notify the Union committee representatives of the meetings schedule. Employees who participate in the committee will
be compensated attendance at committee meetings only when they are regularly scheduled to work during the meeting times. The employer shall schedule the meetings on days that the bargaining unit representatives are scheduled to work, or shall compensate them for their time in the meeting.

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. Within thirty (30) days of ratification of this agreement, the Employer will meet with the Union to discuss implementation of the Safe Patient Handling equipment. The Employer will work in partnership with the designated Union representatives. The Union will have input into the rollout of the equipment and the training. It is understood that this shall be a standing topic of the Health & Safety Committee.

Section 8. All instrument trays in the OR shall be weighed prior to being brought into the OR.

Section 9. It is the Employer’s and the Union’s objective to establish and maintain an effective ergonomics program in order to help abate occupationally related cumulative trauma and/or musculoskeletal disorders. This shall be accomplished by implementation of the safe patient handling sub-committee requirements as set forth by the NYS Safe Patient Handling Law. The anticipation, recognition, evaluation, and abatement of ergonomic concerns outside of the scope of the safe patient handling shall be addressed by established processes and hospital safety committee. There shall be one (1) representative from the technical bargaining unit on the sub-committee.

Article 53
Layoff and Recall

Section 1. In the event it becomes necessary to layoff or permanently eliminate a filled position; the Employer shall provide the Union with ten (10) calendar days’ notice prior to layoff.
Section 2. The Union shall receive information including the number of positions to be reduced including the department/clinical units, categories and shifts 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 to layoff.

Section 4. Once the department(s)/clinical unit(s), category(ies) and shift(s) are determined, all probationary employees in such title(s) and category(ies) in the department(s)/clinical unit(s) and shift(s) affected shall be removed. Per diem employees will be reduced to the minimum hours required under Article 20, Per Diem Employees. No more than two (2) per diem employees per job title per shift will be included in each department’s schedule, except for the respiratory department where no more than two (2) per diems per shift will be included in the schedule for the entire department. The limitations on the use of per diems contained in this section will apply only where the job title at issue (or department, if referring to respiratory) is experiencing a layoff.

Section 5. If, after compliance with the provisions outlined 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:

Step 1. The employee subject to layoff will have the option of filling a vacant position in the bargaining unit, provided that he/she has the entry level qualification for hiring into the position.

Step 2. If no vacancy exists, he/she will be permitted to displace any probationary employee in his/her category of employment, and shift.

Step 3. If there are not probationary employees who may be displaced, then the employee subject to layoff may bump the least senior employee in his/her category of employment, and shift.
It is understood that in all placements under layoff and recall situations:

a.) the employee must meet the requirements of the job description;

b.) an employee may opt to drop shift or category of employment, they may do so at any step of this procedure; and

c.) regular part-time employees may not be placed in a regular full time position.

When the least senior employee above is bumped, they shall be placed as if they were originally subject to layoff as described above.

Section 6. The Employer/Hospital, when required by equipment installation or failure, acts of God, or other like unforeseen circumstances may reduce the workforce for a temporary period, not to exceed fourteen (14) calendar days without the application of seniority rights other than within the affected clinical unit on each shift. In such event, the following procedures shall be applicable:

1. Employees affected in such clinical unit shall be offered temporary transfers to vacancies in other clinical units, provided they are immediately qualified to perform the work. Bargaining unit positions filled by temporary employees shall be considered vacancies. Preference shall be on the basis of seniority.

2. The Employer/Hospital shall request voluntary layoffs or voluntary low-census days from within such affected clinical unit.

3. After three (3) calendar days’ notice, displaced employees shall be temporarily laid off by ascending order of seniority within the clinical unit affected. Any employee subject to such temporary layoff may take available unused paid time off benefits.
Section 7. In the event of a consolidation of units or the reduction of beds and reconfiguration of staff on a unit, the procedure for downsizing will be implemented as follows:

a.) the positions required to accomplish the revised staffing levels will be designated;

b.) the current staff in the department will be listed according to seniority;

c.) starting with the most senior, each employee will be assigned to the same position, that they previously held until matching new positions are exhausted;

d.) remaining staff, starting with the most senior may select from the remaining open positions, fill vacant positions elsewhere in the hospital or elect layoff; and

e.) when all positions are filled the layoff procedure will be followed for the remaining unassigned staff.

Section 8. If no vacancy exists, an 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 9. For employees who are laid off, payment for accrued Paid Time Off leave shall be made at the pay date next following the conclusion of the last severance payment.

Section 10. Employees on layoff shall not accrue seniority.

Section 11. Employees shall be considered for recall by seniority to vacancies, for which they possess the ability to perform the job, in accordance with the above paragraph and Article 49, Filling of Vacant Positions.

Section 12. 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.
Section 13. Regular part-time employees who are displaced shall be eligible for recall, until such time as they have been recalled to a position in the same category as the position from which they were originally displaced.

Section 14. 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 on layoff may continue to participate in the Employer/Hospital’s group life and group health insurance programs provided the employees pay the full premium for said programs. Time spent on layoff shall not constitute a “break in service” under the terms of the retirement plan.

Section 15. 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 insure 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 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 on their designated start date. Employees who decline recall to a position that is equal in category of employment and shift or fail to return on their start date, shall be processed as a voluntary resignation.

Section 16. All employees who have successfully completed the probationary period at the time of layoff shall have recall rights for a period not to exceed eighteen (18) months whenever a vacancy occurs in any bargaining unit position, laid off employees shall be recalled to such positions in the reverse order of layoff as long as the individual is able to meet the minimum skill, education and experience for hiring into the position. Employees shall be recalled to positions in their prior category of employment. An employee shall not be permitted to upgrade his/her category of employment at the expense of an employee on the recall list who has a higher category of employment. A part-time employee shall only be recalled to a position that requires an increase or decrease in hours if he/she is willing to work the required schedule of such position.
Article 54
No Strike – No Lockout

Section 1. 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.

Section 2. 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.

Section 3. Participation in any of the activities referred to in Section 1. above may result in corrective action.

Section 4. The Employer/Hospital agrees that it shall not take action during the term of this Agreement which would constitute a lockout of employees in the unit covered by this Agreement.

Article 55
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 56
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 57**

**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:

a.) shall be divided among employees assigned to a department or unit;

b.) the Employer/Hospital will schedule no more than twenty-six (26) weekends (Saturday and Sunday) which need not be alternate weekends, per calendar year, for all employees working the full year. Those working less than a full year shall be prorated;

c.) employees who are scheduled to work a weekend shift and fail to do so for any reason (except workers’ compensation or disability, or low census) shall make up such weekends within the next consecutive schedule, if required by the employee’s Manager;

d.) employees may work more than the above on a voluntary basis;

e.) 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 twelve (12) or thirteen (13) hour shifts unless voluntarily requested.

Section 5. Holiday Schedules:

a.) Each employee shall be required to work on a rotating basis at least one (1) extended shift on two (2) of the following holidays:

Christmas Day  New Year’s Day
Independence Day  Labor Day
Memorial Day  Thanksgiving Day.

An employee may volunteer to work more than two (2) holidays. The sign-up sheet shall go up on October 1st for holidays for the following year. All employees shall sign up by November 1st.

b.) No employee shall be required to work Christmas Eve and Christmas Day two years in a row, as long as sufficient staffing is available.

c.) Should there be a conflict with schedules on the holidays, it shall be granted according to seniority.

d.) Should there be a holiday shift that is not adequately staffed under these conditions, the least senior employee on the unit will be scheduled for an additional shift.

e.) Employees shall share equally in the coverage of Easter Sunday, on an alternating basis.

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

**Article 58**  
**Training Pay**

Section 1. The parties agree that there are job titles within the bargaining unit where training may be required for newly hired employees and employees who transfer to a new position.

Section 2. Training may be assigned when the new or transferred employee requires teaching, instruction or guidance in order to do the job. Training may also be required when new equipment or systems are implemented. Training is considered a process separate from orientation, which is defined as familiarizing employees or helping them adjust to a new unit.

Section 3. Job titles designated by the appropriate manager and in conjunction with the Workload and Staffing Committee are eligible for trainer pay. The job titles listed below will receive trainer pay, when assigned as a trainer:

- Cardiac Sonographers
- Certified Mammography Technologist
- CT Technologist
- Operating Room Technician
- Radiologic Technologist
- Respiratory Therapist
- Respiratory Therapy Sleep Technician
- Respiratory Therapy Sleep Technologist
- Respiratory Therapy Technician
- Special Procedure Technologist
- Ultrasound Technologist

Section 4. Training programs within the departments shall function as follows:

a.) Trainers shall be assigned on a one to one basis;
b.) during the period of training, the new or transferred employee shall not be counted in the staffing allotment for that unit and shift;

c.) trained employees shall share a work assignment with their trainer for the trained period;

d.) assignment as a trainer shall be on a voluntary basis;

e.) employees shall be assigned the same trainer for the length of the trained period;

f.) each department shall establish a specific length of time for the trained period consistent with the needs of the individual being trained.

Section 5. The period of time an employee is assigned to a trainer, shall be determined by the needs of the individual employee. The manager, in consultation with the trainer, instructor, and the employee involved shall determine such needs. During the period of time an employee is being trained, there will be a weekly meeting between the trainee, the trainer and the manager or designee for the purpose of evaluating the progress of the trainee.

Section 6. No employee shall be required to train a new or transferred employee if they will not be paid the trainer pay.

Article 59
Agency Personnel

Section 1. Agency personnel may be used when:

a.) All reasonable attempts to fill the position have failed including 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.

c.) When there is an extended leave of absence.
d.) When existing bargaining unit employees lack the specialized skills necessary to perform bargaining unit work.

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

Article 60
Cafeteria Discounts

The Employer/Hospital shall provide the hospital cafeteria discount to members of this bargaining unit.

Article 61
Workload and Staffing Committee

Section 1. One (1) representative from the technical bargaining unit will participate in the current Workload and Staffing Committee. It is understood that if there are specific issues that require additional bargaining unit employees in a department not represented to attend, the Employer will allow them to attend.

Section 2. The Employer will be responsible to notify the Union committee representatives of the meeting schedule. The employee who participates in the committee will be compensated for attendance at the committee meetings.

Section 3. The suggested agenda items shall be provided to the employer in advance to allow the employer preparation time for the issues to be discussed at the meetings. If the Union advises the Employer there are issues in a specific department, the manager shall attend the meeting.
Article 62
Employee Assistance Program

Section 1. An Employer sponsored 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 63
Dress Code

The parties agree that the Dress Code for Kenmore Mercy Hospital will apply to employees in the bargaining unit. The parties agree that the Employer has the right to modify the policy upon notice to the Union.

Article 64
Students

Section 1. When instructors are present they are responsible for their students.

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, if present, and to the manager/supervisor. Employees may assist students in the learning process when able, not to the detriment of their patient care responsibilities.
Article 65
Duration

This Agreement shall be effective as of the first full pay period following ratification and shall remain in full force until and including June 30, 2020, 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.

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VP HR Services
Catholic Health

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Andrea Nugent
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Jennifer Jacobs
Manager, Human Resources
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Lisa Jetter
Bargaining Committee
CWA Local 1133

Michelle Eichler
Bargaining Committee
CWA Local 1133
Memorandum of Understanding # 1  
Bargaining Unit Work

Kenmore Mercy Hospital (“the Hospital”) and the Communications Workers of America, Local 1133 (“CWA”), as collective bargaining representative for the Kenmore Mercy Technical Bargaining Unit, hereby agree as follows:

WHEREAS, the CWA has been certified as the bargaining representative for the Technical Bargaining Unit pursuant to a Stipulated Certification of Representation from the National Labor Relations Board dated October 8, 2010, and specifying the titles of the employees contained in the Technical Bargaining Unit.

WHEREAS, the CWA, Local 1133 also represents employees in the Registered Nurse Bargaining Unit at the Hospital.

WHEREAS, currently, and during recent years, both Registered Nurses in the Registered Nurse Bargaining Unit, and Operating Room Technicians, who are now in the Technical Bargaining Unit, have scrubbed into the Operating Room for surgical procedures.

WHEREAS, during the course of negotiations for the Technical Bargaining Unit, the Parties have discussed the issue of what constitutes exclusive bargaining unit work for the Technical Bargaining Unit. The Hospital recognizes that both Registered Nurses and Operating Room Technicians have scrubbed into surgical procedures in recent years, for various reasons, including the recent market shortage of Operating Room Technicians.

Now, therefore, the parties agree as follows:

1. During the term of this MOU, the Hospital may continue its current practice of using existing Registered Nurses and Operating Room Technicians to scrub into surgical procedures only when all reasonable attempts to use available Operating Room Technicians have been exhausted.

2. During the term of this MOU, the Hospital will not have any new Registered Nurses scrub into surgical procedures,
other than those Registered Nurses that currently do so as of the date of this MOU.

3. If the Hospital is unable to staff the surgical work with existing Registered Nurses and Operating Room Technicians, it will attempt to hire Operating Room Technicians rather than Registered Nurses to scrub into surgical procedures.

4. If at any time during the term of this agreement, the Hospital is unable to hire Operating Room Technicians to scrub into surgical procedures, including if there is a market shortage of Operating Room Technicians, and after a reasonable attempt to hire Operating Room Technicians, then the Hospital may train and use new Registered Nurses to perform such work. The Union will be notified if this occurs.

5. Operating Room Technicians that seek to trade call for the surgical procedures will first seek to give the call shift to an Operating Room Technician, and if there are no Operating Room Technicians available or willing to accept the call, then the shift may be given to any qualified Registered Nurse who is available and willing to accept the shift.

6. This MOU shall become effective upon ratification of the Technical Bargaining Unit collective bargaining agreement between the parties beginning 2011. This agreement shall be in effect from September 20th, 2016 – June 30th, 2020.
Memorandum of Understanding # 2
Radiologic Technologist Shift Rotation

Section 1. The Employer shall have all employees without set shifts fill out a preference sheet with their preferred shift.

Section 2. Evening and night shifts shall be scheduled in the following manner:

a) Those technologists who are exclusively hired to work evenings and nights shall be scheduled first, then varied shift technologists who prefer to work evenings and nights shall be scheduled next.

b) Every attempt will be made to assign evening and night shifts on a rotating basis in reverse seniority order amongst varied shift technologists. Exceptions to this methodology may be required, but shall not be done in an arbitrary or capricious manner.

c) The 11 a.m. – 7 p.m. shift shall be considered a day shift. The 3 p.m. – 11 p.m. and 12 p.m. – 8 p.m. shall be considered an evening shift.

d) Every effort will be made to schedule the remaining night shifts in two (2) day increments.

e) The parties shall meet quarterly to review Radiology scheduling and discuss staff concerns. The Union will select two (2) technical employees from the Radiology department to attend this meeting.
Memorandum of Understanding # 3
Weekend Employees in the CT Department

Section 1. A weekend employee will be defined as one who is hired to work and is regularly scheduled to work two (2) shifts between the hours for 7:00 a.m. and 11:00 p.m. Saturday and 7:00 a.m. to 11:00 p.m. Sunday. Weekend Employees will work the same shift duration that exists in the CT department.

Section 2. Employees hired to work in this capacity will be paid per Article 22, Salaries.

Section 3. Employees hired to work in this capacity shall be required to work every weekend. Weekend employees may request up to seven (7) weekend shifts off per calendar year. All reasonable efforts will be made to provide seven (7) weekend shifts off per rolling year, and requests shall not be arbitrarily denied.

Section 4. Time off requests will be approved as follows:

a) Requests for weekends off must be submitted to the manager as per Article 18, Section 7, Hours of Work.

b) An employee’s manager must approve requests for weekend shifts off.

c) No more than two (2) weekend shifts may be scheduled off per year during the week prior to the week in which a holiday (as defined under Article 28, PTO) occurs. 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 procedure in Article 18, Section 7, Hours of Work shall apply.
Section 5. Weekend employees will be required to attend mandatory in-service programs in accordance with the Employer/Hospital policies and shall be paid for such time.

Section 6. Weekend employees will be required to work holidays that fall on a weekend and will be compensated for all hours worked on the holiday as defined in Article 28.

Section 7. All provisions of the Collective Bargaining Agreement shall apply unless otherwise specified in this MOU.
Memorandum of Understanding # 4
Six Hour Shift Employees in Respiratory

Article 57, Extended Shifts, shall apply to employees who work six (6) hours shifts in the Respiratory Department.

Memorandum of Understanding # 5
Labor Management Initiative

Section 1. The CWA and Catholic Health, recognizing the importance of the labor management relationship as well as the need to significantly improve the labor relationship, agree to the launch of a joint labor management initiative.

Section 2. It is recognized that labor management issues are best resolved at the site level. As such, while all levels of the CWA, Kenmore Mercy Hospital and Catholic Health organizations may be involved in this initiative, the focus of the labor management initiative for the Kenmore Mercy Hospital contract will be on improving labor relations at Kenmore Mercy Hospital.

Section 3. The objectives of the initiative will be:

a) The primary and initial objective will be to improve the communication, trust and collaboration between the CWA and Catholic Health Human Resources.

b) To ensure the best future and security for the Kenmore Mercy employees and the ongoing highest level of patient care.

c) To work together to identify matters of importance that can support the improvement in operational and clinical performance at Kenmore Mercy Hospital.

d) To work together on matters that improve the relationship and trust between the parties.

Section 4. To accomplish the above, the parties mutually agree to use a third party facilitator. The facilitator now and going forward is
based on the mutual agreement of the parties. The current selected facilitator is John Beck from Michigan State University.

Section 5. Catholic Health agrees to pay for the cost of a program over the life of this Agreement, not to exceed $45,000 per year. This amount is inclusive of the costs for all CWA bargaining units including St. Joseph Campus and Mercy Hospital of Buffalo.

Section 6. When CWA Local 1133 representatives who are employed by Kenmore Mercy Hospital, are in meetings with Hospital representatives and the facilitator on agreed upon work initiatives during regular work time, such associates shall be paid by the Hospital at the employee's regular rate of pay for time spent working jointly with management.

Section 7. As part of the labor management initiative, the CWA shall have the opportunity to meet with the Hospital CEOs and CNOs, once per month at their request to discuss key issues under the labor management initiative.

Section 8. This initiative shall not be intended to address or circumvent the day to day operational issues that are covered by the grievance procedure.

Memorandum of Understanding # 6
Shift Rotation in the Operating Room

Section 1. Evening shifts shall be equally distributed among those required to work evenings.

Section 2. Operating Room Technician Judith Fratini will not be required to rotate to the evening shift.
Memorandum of Understanding #7
In Charge – Respiratory Therapy

Section 1. The Employer/Hospital shall provide duties the In Charge employee is responsible for.

Section 2. No employee shall be assigned In Charge responsibilities until he/she:

   a) has had at least one (1) year of experience

   b) must have met the minimum required standards on the most recent performance evaluation

Section 3. The In Charge assignment will be made by the manager, from among employees who meet the criteria in Section 2 above and who have notified their manager that they want to be included in the charge assignments.

Section 4. Employees assigned to In Charge duties shall be paid as referenced by Article 22, Salaries.

Section 5. This department shall have one (1) technician/therapist assigned to be In Charge for any timeframe the Lead Therapist is not in the building.

Memorandum of Understanding #8
Cardiac Sonographer Student Training Pay

Cardiac Sonographers shall receive Training Pay, as identified in Article 58, for all hours in which they are training a student who does not have an instructor.