

Collective Bargaining Agreement

between

Rochester General Hospital

and

Rochester Union of Nurses and Allied Professionals

October 25, 2023 – April 24, 2027

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PREAMBLE

AGREEMENT made and entered into effective the 25th day of October, 2023 by and between Rochester General Hospital (“RGH” or “Employer”) and Rochester Union of Nurses and Allied Professionals (“Union” or “RUNAP”).

PART I: UNION STATUS AND MANAGEMENT RIGHTS

ARTICLE 1: AGREEMENT SCOPE AND RECOGNITION

The Union was certified by the National Labor Relations Board in Case Number 3-RC-296740 as the exclusive representative for the purpose of collective bargaining of, and hence covered by this Agreement are, the following employees in the following unit:

All full-time, regular part-time and per diem Registered Nurses employed by the Employer at its acute care hospital located at 1425 Portland Avenue, Rochester, New York, including Registered Nurse I, Registered Nurse II, Registered Nurse III, Registered Nurse IV, Care Manager-RN, Senior Care Manager, Clinical Research Nurse-RN, Clinical Resource RN, Clinician Navigator, Educator-RN, ECMO Coordinator, Lactation Consultant-RN, Program Coordinator, Utilization Review Specialist - RN, Utilization Management Nurse – RN, Wound Care – RN, Wound Care RN – Certified, Robotics Coordinator, RN First Assistant, and Clinical Nurse Leaders on the following units: Operating Room, Women’s Care, 5800, G-1.

Excluded from this unit are: APPs (including Certified Nurse Midwife, Certified Nurse Midwife-Lead, Clinical Nurse Specialist, Clinical Nurse Leaders on all units not listed in the above paragraph, CRNA, Lead CRNA, Perfusionist), Nurse Practitioners, ambulatory practices and clinics including Employee Health and Workready and non-acute care Registered Nurses, office clerical employees, guards, and professional employees and supervisors as defined in the Act, and all other employees.

Whenever the terms “employee,” “employees,” “bargaining unit employee” or “bargaining unit employees” are used in this Agreement, it shall mean only those employees in the bargaining unit as set forth above.

ARTICLE 2: UNION SECURITY

Section 1. All Employees covered by this Agreement on the active payroll as of the effective date of this Agreement, who are members of the Union shall maintain their membership in the Union in good standing as a condition of continued employment.

All Employees covered by this Agreement on the active payroll as of the effective date of this Agreement who are not members of the Union shall become members of the Union thirty (30) days after the effective day of this agreement.

All Employees covered by this Agreement hired after the effective date of this Agreement shall become members of the Union no later than the ninetieth (90th) day following the beginning of such employment and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

Section 2. For the purposes of this Article, an Employee shall be considered a member of the Union in good standing if she/he (i) becomes a member of the Union and tenders his/her periodic dues as uniformly required as a condition of continued employment; or (ii) pays a fee equal to the amount of the regular dues as uniformly required as a condition of continued employment, which reflects the cost of employee representation.

Section 3. Effective the first pay period in 2024, the Employer agrees that upon receipt of an individual written request in a form approved by the Union and signed by an employee covered by this Agreement, the Employer will deduct twenty-six (26) times per year (so long as the employee has earned sufficient wages) from such employee's wages union dues or agency fees specified in such request, and forward the full amount thus deducted to the Treasurer of the Union or his/her authorized agent as directed within 30 days of collection. The request may be revoked by the employee at any time upon their written request of 60 days notice to the Union Treasurer, and such request shall be communicated by the Union to the Employer within 30 days.

Section 4. An Employee who has failed to maintain membership in good standing as required by this Article, shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting his/her discharge, be discharged by RGH if, during such period, the required dues have not been tendered.

Section 5. The union shall indemnify and save the Hospital harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Hospital for the purpose of complying with any provisions of this Article or any other provisions of this Agreement relating to any requirements of membership in the Union, or obligations of Union members or by reason of the Hospital's reliance upon any list, notice, request of assignment furnished under any such provisions or any reason of any action taken or not taken by the Union.

ARTICLE 3: UNION ACTIVITY

Section 1: Union Nurse Representatives shall be permitted to monitor the terms of this Agreement, process grievances and perform related duties concerning the application or interpretation of this Agreement, provided such activities do not interfere with the performance of their duties and do not interfere with patient care.

Section 2: Staff employed by RUNAP (“Union Representative” and “Union staff”) may visit RGH premises, by pre-arrangement with the HR Office at any reasonable time to discharge union duties. The Union Representative will provide notice to HR in advance of any visit and/or meeting. Visitation with employees will be conducted only during non-paid time, in non-working and non-patient care areas of the hospital, and shall not interfere with normal hospital operations or with patient care.

Section 3: The Union shall provide written notification to RGH of the names of, and appointment of, Union Nurse Representatives.

Section 4: Union staff, at all times while on RGH property, shall comply with all RGH policies and procedures and shall not engage with or contact any non-bargaining unit employees (with the exception of RGH management for the purpose of administering this Agreement). No more than two (2) Union Staff Representatives shall be on RGH property at any one time unless prior approval has been obtained.

Section 5: Elected or appointed Union Officers or Union Nurse Representatives may request planned release time for official Union business six (6) weeks in advance. Such leave days shall not exceed six (6) days per year, will be granted or approved in accordance with RGH’s time off request process, and shall not be unreasonably denied; however, such leave time may not exceed a cumulative total of thirty (30) days per calendar year for the entire bargaining unit. The nurse may take the day without pay or use her/his vacation time.

Section 7: A Union Nurse Representative shall be granted an uninterrupted thirty (30) minute period to address new hires at a day designated by RGH during the RGH RN orientation.

Section 8: By agreeing to the provisions of this Article RGH has agreed to allow the Union reasonable access to the RGH facility to conduct union business.

ARTICLE 4: COMMITTEES

Section 1. There shall be a Labor-Management Committee which will meet at least once per month during at least ten (10) months out of the calendar year at mutually agreeable times. However, meetings may be held more frequently by agreement of the parties. The Labor-Management Committee shall be the forum where issues and/or concerns not covered by other committees will be addressed. RGH representatives shall include: CNO and up to five (5) members of management. The Union representatives shall include up to five (5) staff RNs selected by RUNAP, from the units about which items on the agenda relate, and (1) RUNAP Executive Board Member. Staff RNs who attend Labor-Management Committee meetings will be compensated for such time, to avoid loss of pay, if the RN is otherwise scheduled to be working during the meeting. Such meetings will be scheduled for one (1) hour, absent agreement of the parties to meet for a different duration.

Section 2: The Labor-Management Committee shall not be utilized as a forum for discussion of formal grievances. Either RGH or the Union may place subjects on the meeting agenda of such Committee. In order to foster an environment of free discussion to help resolve issues, neither party may use anything said at a meeting of the Committee as the basis for, or as evidence, to support a grievance, unfair labor practice charge or other legal proceedings. The parties shall exchange, in writing, no later than ten (10) calendar days before a meeting is held, issues to be placed on the agenda that they wish to discuss. If no agenda items are identified and sent by the parties, as outlined above, the meeting shall be cancelled.

Section 3. Both parties agree that nurse retention is beneficial to the delivery of quality patient care. There shall be a Retention Committee which will meet quarterly for the purpose of discussing and suggesting potential ways of reducing turnover rate for bargaining unit nurses. Examples of items for discussion by the Retention Committee include, but are not limited to, wellness initiatives, onboarding processes, mentorship, professional development, and engagement activities. RGH representatives shall include: CNO or designee and up to three (3) appropriate managers. The Union representatives shall include: one (1) RUNAP Executive Board Member and up to (3) staff RNs selected by RUNAP. Staff RNs who attend Retention Committee meetings will be compensated for such time, to avoid loss of pay, if the RN is otherwise scheduled to be working during the meeting. Such meetings will be scheduled for one (1) hour, absent agreement of the parties to meet for a different duration.

Section 4. The parties support the proposition to continue unit-based councils to address unit specific issues such as improved patient outcomes, improved retention rate and improved nurse satisfaction. Among other attributes that may be established by the parties, RGH and RUNAP envision unit-based councils composed of staff RNs from each shift on the unit. Additional or separate meetings may be scheduled with the nurse manager and other RGH representatives as may be appropriate with regular meetings throughout the year. Staff RNs who attend unit-based council meetings will be compensated for such time.

ARTICLE 5: MANAGEMENT RIGHTS

Section 1. Except as expressly restricted by a specific provision of this Agreement, RGH retains the exclusive right, function and prerogative to manage the business, to direct and control the Rochester General Hospital facility and its workforce, and to make any and all decisions affecting the business, the facility, and the patients, whether or not specifically mentioned herein and whether or not heretofore exercised, including but not limited to, and by way of illustration, the sole and exclusive right to: establish, publish, modify and enforce rules and regulations of the employee conduct and safety, and manuals of operating procedure; hire, promote, demote, train, layoff and assign; direct, designate, schedule and assign duties to the workforce; determine and direct the policies, modes and methods of providing patient care; discipline, suspend and discharge for just cause; decide on qualifications for jobs and to discontinue/abolish jobs; add new job classifications; require a reasonable standard of performance and maintenance of order and efficiency; plan, direct and control the entire operation of the Employer, including the establishment, planning, direction and control of the Employer's missions, programs, objectives, activities, resources, assets and priorities; determine, control and change work practices, job

descriptions, shift starting and ending times, schedules, work and shift assignments, hours of work, staffing levels, the organization of workforce, job content and standards, and employee performance and evaluation standards; float employees from one working area to another working area in which they are qualified to work; select, train and determine the ability and the qualifications of employees, including the right to determine which outside or internal applicant or bidder for an open position is most qualified for the position (subject to any terms of this Agreement that address job bidding and awards); determine whether and to what extent the work required in its business shall be performed by employees covered by this Agreement; contract and subcontract for materials, supplies and equipment; employ or contract for registry, agency or traveling nurses consistent with the terms of this Agreement; affiliate with any other institution or entity; discontinue, consolidate or reorganize all or any department, program, operation or location; transfer any or all operation, functions or services to any other location or to discontinue any department, program, operation or function in whole or in part; merge or sell its business in whole or in part; select and determine the number of its employees; determine when overtime shall be worked; discontinue the operation of the facility and/or business by sale, transfer or otherwise; control, determine and change the manner and the extent to which the Employer's equipment, facilities and properties shall be operated, laid out, increased, decreased and located; introduce new or improved methods, equipment, facilities, techniques and processes; install or remove equipment; establish, change or discontinue any employee benefits not specifically provided for in this Agreement (the Employer will notify the Union prior to the change); and carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of this Agreement.

A modification by the Employer of additional or different duties, work practices, job descriptions, shift starting and ending times, schedules, work and shift assignments, hours of work, staffing levels, shall be within the scope of collective bargaining provided that such assignment results in an unreasonable increase or unreasonable change in the duties within the scope of NYS license of bargaining unit employees; any dispute over where such modification resulted in an unreasonable increase in duties may be treated as a grievance.

This Article shall continue to apply during any hiatus period between contracts.

The above rights of management are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to management. To the extent that there is any ambiguity in this Agreement with regard to whether another clause in the Agreement limits the above rights of management, the Agreement shall be interpreted in favor of this Article and the Employer's sole and exclusive right to manage its business and programs.

The failure to exercise a particular management right or function, or the exercising of such right or function in a particular manner, shall not constitute a waiver of the Employer's right to exercise such management right or function in any manner not in conflict with a specific provision of the Agreement.

Section 2. All of the rights, powers and authority that RGH had prior to entering into this Agreement are retained by RGH unless expressly limited by the terms of this Agreement, and

RGH reserves and retains solely and exclusively all the rights privileges and prerogatives which it would have in the absence of this Agreement except to the extent that such rights, privileges and prerogatives are specifically abridged by express provisions of this Agreement.

Section 3. Because of rapid technological changes and constant changing trends, RGH reserves the right to exercise control over all RGH premises and equipment and also has a right, because of expected rapid technological and system changes, to determine and change the methods and means by which RGH patient care will be provided, exclusively, at any time necessary, except as specifically abridged, altered or modified by the terms of this Agreement.

Section 4. RGH reserves the right to continue to use non-bargaining unit RGH/RRH employees and agency RN personnel in situations that call for additional RN staffing that cannot be met by bargaining unit nurses. However, work regularly and customarily performed by a bargaining unit employee shall not be performed by a supervisor or non-bargaining unit employee to the extent that it results in the layoff of a bargaining unit employee or the elimination of a bargaining unit position.

PART II – EMPLOYEE STATUS, WORKING TIME & STAFFING

ARTICLE 6: CLASSIFICATION OF EMPLOYEES

Section 1. Full-time Employees. A full-time employee is an employee who is hired for, and works, a regular schedule of at least thirty six (36) hours per week. Full-time employees are eligible for RGH benefits to the extent applicable per the terms of RRH plans.

Section 2. Regular Part-time Employees. A regular part-time employee is an employee who is hired for, and works, a regular schedule between twenty (20) to thirty-five (35) hours per week. Regular part-time employees are eligible for RGH benefits to the extent applicable per the terms of RRH plans.

Section 3. Per diem employees work on an as needed basis and are employed to perform a specific function and/or for a specified period of time, and their employment is limited due to the nature of the job or availability of the individual. Per diem employees receive statutory benefits only. Per-diem employees who work at least thirty (30) hours per week on average in a calendar year shall have the option to be converted and transferred to a vacant benefitted position for which the per diem employee is qualified.

ARTICLE 7: PROBATIONARY PERIOD

Section 1. All new employees, hired, promoted or transferred into the bargaining unit will be considered probationary employees for a period of ninety (90) calendar days from the date of hire, promotion or transfer. Nurses in the Explorer Program will be

considered probationary for a period of ninety (90) calendar days from the date of placement into their permanent unit.

Section 2. During the probationary period, RGH may discipline or discharge any such probationary employee at will and in its discretion, and such discipline or discharge shall not be considered a violation of this Agreement or subject to the grievance or arbitration provisions of this Agreement.

Section 3. Upon successful completion of the probationary period, the employee's seniority will date back to the original date of hire, promotion, transfer.

Section 4. Upon mutual agreement and with the involvement of the employee's preceptor, an employee's probationary period may be extended up to an additional thirty (30) calendar days.

Section 5. If the Employer rehires an employee whose employment with RGH/RRH was terminated involuntarily, such an employee shall be considered a newly hired employee and shall be deemed a probationary employee under this Article. If the Employer rehires an employee who voluntarily resigned from RGH, such an employee shall not be considered probationary if the return occurs within one year.

ARTICLE 8: HOURS, OVERTIME, ON-CALL & SCHEDULES

Section 1. The work week and pay period begins at 7:00 am Sunday and ends at 6:59:59 am the following Sunday. All hours worked during the standard work week will be attributed to that work week, including overtime worked during the week. Subject to individual departmental scheduling rules, weekend shifts typically begin on Friday evening at 11:00 p.m. and end on Sunday 11:00 p.m.

Section 2. Meals and breaks. All employees shall receive a thirty (30) minute duty-free meal period during a shift lasting more than 6 hours. If an employee's meal break is interrupted for more than a de minimis amount of time, the break will be paid. In addition, all employees working an eight (8) or ten (10) hour shift shall receive one fifteen (15) minute paid break. Employees working a twelve (12) hour shift shall receive an additional fifteen (15) minute break. If an employee needs an additional fifteen-minute break, he/she may request from the manager and the decision to grant or deny is within the discretion of the manager considering needs of the unit.

Section 3. Overtime shall be worked only in those situations where management authorizes that the work is essential in order to continue proper patient care and services, or meet established deadlines. Employees shall be paid time and one-half their regular rate of pay for all hours worked in excess of forty (40) hours in a work week. Only actual work hours will be considered for purposes of overtime calculations. Time spent on-call is not

considered work hours for purposes of determining overtime eligibility.

Section 4. On-Call. To provide necessary services on a 24-hour, 7 day per week basis, it is necessary for RGH to designate certain employees to be available for work at certain required times. All non-exempt personnel who are required to be “on-call” will be compensated for providing this service outside their regularly scheduled work hours. Nurses who are on-call shall be paid \$5 per hour for each hour they spend on call. RNs whose current home unit is CT OR, Vascular OR, or Cath Lab and who are required to be “on-call” will be paid an additional \$2.75 an hour in addition to their base rate to replace the current on-call stipend. The on-call stipend is no longer in effect upon ratification.

Section 5. When an employee is called in to work any time other than for their regularly scheduled workday or is called in to work while on-call, the employee shall be paid a minimum of four hours at the employee’s regular base rate. Travel time to and from work will not be considered work time for pay purposes. On-call pay stops once the employee begins payment for being called in. There may be instances where a continuous shift is involved. This occurs when an employee is scheduled to be on-call before or after a regularly scheduled shift. The employee will not receive the on-call guarantee up to 1 hour prior to the beginning of a scheduled shift and/or up to 1 hour after the end of a scheduled shift. Further, the employee will not receive call in/call back pay if they are called in one (1) hour or less prior to the beginning of a scheduled shift and/or one (1) hour or less after the end of a scheduled shift. On occasion, employees may be called back to work more than once within a twenty-four (24) hour period. If an employee leaves and is called back to work within the original 4-hour guarantee time block, the employee will be compensated for the initial four (4) hour block only and will not receive a second 4-hour guarantee.

Section 6. Schedules. Schedules shall be posted at least two weeks in advance of the start of the schedule. Once posted, the schedule will not be changed except by mutual agreement between the impacted employee and manager, except in exigent circumstances. Each unit shall establish an equitable process for signing up for extra shifts and overtime. Self-scheduling may be utilized with collaboration of leadership on the unit and the team members, however the manager will have final approval. Such units/departments shall develop guidelines in collaboration with team members to ensure fairness and transparency in the development of the departmental schedule including how schedule preferences are submitted.

Section 7. Shift Rotation. The parties agree and recognize that regular and frequent shift rotation is not in the best interest of staff engagement and retention. Accordingly, the parties agree to utilize one of the existing organizational committees to discuss, explore and consider decreased shift rotation on the nursing units while considering vacancy levels, agency staff usage and similar relevant factors. The joint goal is to eliminate shift rotation on at least 50% of the nursing units within one (1) year after ratification of this Agreement, potentially with other units impacted in the future, subject to the factors above.

ARTICLE 9: TEMPORARY REASSIGNMENT (FLOATING)

Section 1. The parties agree that temporary reassignment (floating) of nurses from unit to unit (referred to in this Article as “reassignment”), with the exception of nurses that are hired into a float pool, is not a priority method for staffing as it relates to both quality of patient care and nurse satisfaction. Reassignment will only occur in situations when inadequate staffing was unanticipated. In the event that patient care needs require a nurse to be temporarily reassigned to a unit to which the nurse is not regularly scheduled, RGH shall first seek volunteers for reassignment. If there are no volunteers, there shall be an equitable process to determine the order of reassignment on each unit, which shall include the following order of priority within the impacted unit:

- (1) Non-bargaining unit RN staff working on the unit (e.g., agency and contract nurses), within contract limitations;
- (2) Staff RNs on an equitable rotation system tracked by a floating log maintained on each unit.

For the units specified in Section 6 below, nurses will only be reassigned to a unit within their clinical grouping as defined below in Section 6. Nurses designated in a float pool are not subject to the limitations in this Article. RNs who are not scheduled to work but who are called into work will not be floated from their unit unless the RN agrees to float.

Section 2. A temporarily reassigned nurse will not be required to be in the charge nurse role.

Section 3. Nurses with more than 20 years of service at RRH will not be required to float to another unit.

Section 4. No nurse will be reassigned more than once in the course of a shift, except that a floated nurse may be returned to their assigned unit during the shift. A newly hired nurse will not be reassigned while still on their probationary period and a new graduate will not be reassigned during the first six (6) months of her/his employment. This excludes the Explorer Program or other programs that require nurses to gain experience on different units.

Section 5. RGH will endeavor to notify a nurse of a reassignment within the first hour of their shift whenever possible.

Section 6. A nurse will not be reassigned to any unit for which they have not been provided the RGH environmental and operational orientation. Unless a nurse volunteers, nurses in the following units may only be reassigned within their clinical grouping as follows:

(a) A critical care nurse may only be reassigned within critical care, to a step-down unit, or to care for a critical care patient in the Emergency Department; a set of parameters will be established by mutual agreement regarding the function of critical care nurses in the ED.

(b) A step down nurse may only be reassigned within step down units, to med/surg, or as additional support for critical care areas caring for non-ICU patients.

(c) A med/surg nurse may only be reassigned to care for med/surg patients throughout the various units within the hospital.

(d) An in-patient oncology nurse shall only be reassigned to med/surg.

(e) Women's Care nurses may only be reassigned within Women's Care.

(f) Adult Emergency Department nurses shall not be reassigned outside the adult Emergency Department except for the CIU, to care for adults in the Pediatric Emergency units and critical care areas as helping hands, and as helping hands for pediatric patients in the Pediatric Emergency units.

(g) Pediatric emergency nurses shall only be reassigned to care for Pediatrics patients, and float to the Adult ED as helping hands and as helping hands to the NICU.

(h) Pediatric nurses may only be reassigned to MOU, Postpartum (antepartum patients or neonatal patients only) and Pediatric Emergency or NICU as helping hands, unless they are part of a formal Job Sharing program.

(i) MOU nurses may only be reassigned to Med-Surg or boarded patients in the ED.

(j) Procedural nurses from the Cath Lab, PACU, OR, PeriOp, GI, inpatient dialysis and IR may not be reassigned.

(k) Vascular access may not be reassigned.

(l) G-1 nurses may not be reassigned.

Except as specifically stated in this Section 6, nurses may be reassigned to other units consistent with this Article.

Section 7. In the event that RGH becomes aware that there is a potential of an epidemic, pandemic or infectious disease state of emergency in the State of New York that applies to the Greater Rochester area, and/or upon activation of RGH Incident Command, the parties agree that the health and safety of patients and employees is of the utmost importance and that ongoing and comprehensive communication is a significant factor in assuring that objective. As such, no violation of this Article 9 will be deemed to have occurred if patient care requires reassignment not in compliance with Article 9 during the epidemic, pandemic, state of emergency and/or during the activation of RGH Incident Command. The parties further agree that the Union will participate in applicable stages of planning and implementation of protocols related to such an event. Below are some guiding definitions:

A. Epidemic is an outbreak of a disease that spreads quickly and affects many individuals at the same time.

B. Pandemic is defined as an outbreak of a disease over a wide geographic area, such as the whole country or the world, which typically affects a large portion of the population.

ARTICLE 10: LOW CENSUS

Section 1: Fluctuation of patient care requirements may result in the need to reduce nurse staff on a unit on a short-term basis. In the event of low census on an inpatient unit or in the Emergency Department that results in a temporary lack of work, as determined by senior nursing leadership, and RGH has already floated nurses to the extent necessary to assist other units according to the provisions of Article 9 (Temporary Reassignment (Floating)), and RGH wishes to further temporarily reduce the RN staff on the unit, then RGH will follow the process set forth in this Article.

Section 2: RGH may cancel a nurse's shift in four (4) hour increments when the cancellation occurs prior to the start of the shift. A cancellation may also occur after the start of a nurse's shift, but in such case the cancellation will be for the remainder of the shift. Notwithstanding the prior language in this Article, a nurse may be placed on-call by RGH after being cancelled if there is a realistic possibility that there will be an increase in staffing needs during the shift. A nurse who is placed on-call will remain on-call for the entire shift unless, at the time placed on call, the nurse is told that the on-call period shall be less than the entire shift.

Section 3: In the event of low census on an in-patient unit or in the Emergency Department that results in a temporary lack of work, RGH may cancel a nurse's shift according to the following process:

- (a) RGH will first cancel overtime RNs working on the impacted unit.
- (b) If there are insufficient overtime RNs, RGH will then seek RN volunteers on the impacted unit for cancellation time off. If there are more volunteers for cancellation than are needed, then RGH will choose cancellation among volunteers based on seniority. A nurse who volunteers may be paid the remainder of the shift using vacation time or be unpaid for the remainder of the shift at the nurse's discretion.
- (c) If there are insufficient volunteer RNs on the impacted unit, RGH will cancel per diem RNs on that unit and require them to take time off in order of reverse seniority. A nurse who is required to take time off under this Article may be paid the remainder of the shift using vacation time or be unpaid for the remainder of the shift at the nurse's discretion.

- (d) If there are insufficient per diem RNs on the impacted unit, RGH will cancel non-per diem RNs on that unit by inverse seniority. A nurse who is required to take time off under this Article may be paid the remainder of the shift using vacation time or be unpaid for the remainder of the shift at the nurse's discretion.
- (e) An employee who is placed off work due to low census will not suffer a loss of benefits accrual as a result.

Section 4: For units other than the in-patient units including but not limited to the procedural units and the Emergency Department, RGH will follow its normal process for low census cancellation and the provisions of this Article shall not apply.

ARTICLE 11: STAFFING

Section 1. RGH and the Union strongly support the proposition that adequate staffing and appropriately trained staff are necessary to meet the needs of our patients and provide quality care. Both RGH and the Union will work to ensure that RGH is staffed to provide a safe and healthy environment for patients and nurses.

Section 2. RGH agrees to take all reasonable measures to maintain the Registered Nurse staffing levels for each patient care unit that are contained in the clinical staffing plan developed by the clinical staffing committee and submitted to New York State in accordance with the New York State Public Health Law, Section 2805-t (referred to herein as the "clinical staffing plan"). Patient level of care needs and/or patient classification will be considered when determining whether RGH is staffing to the Registered Nurse staffing levels agreed to under the clinical staffing plan. The parties agree that RGH's use of agency/travel registered nurses and non-bargaining unit RGH/RRH employees will be included and counted when determining RGH Registered Nurse staffing levels for purposes of this Article (if less than a full patient assignment is taken, that assignment will be pro-rated for purposes of the RN staffing levels). RUNAP will elect and notify RGH of the names of up to twelve 12 Registered Nurses upon the expiration of any Registered Nurse's term on the committee who will serve as members of this clinical staffing committee established in accordance with New York State Public Health Law Section 2805-t. Participation in the clinical staffing committee by registered nurses will be on scheduled work time and will be compensated at the appropriate rate of pay. The clinical staffing committee shall follow the structure, composition, responsibilities, processes and guidelines established in Public Health Law Section 2805-t. The parties will collaborate on updating the staffing plan submitted to NY State. The RGH clinical staffing plan for each patient care unit will be posted in a publicly conspicuous area on the applicable patient care unit, and the actual daily staffing for that shift on that unit will be posted on the unit as well.

Section 3. Within the first five (5) calendar days of each calendar month, RGH shall provide a report to the Union with information regarding actual Registered Nurse staffing levels on each patient care unit for the prior calendar month (“staffing report”).

Section 4. Maintenance of Staffing. RGH will continuously monitor staffing levels and take all reasonable measures to staff to the agreed-upon Registered Nurse staffing levels under Section 2. The parties understand RGH’s ability to staff to the Registered Nurse staffing levels contained in the clinical staffing plan is subject to uncontrollable or unpredictable occurrences. Nothing herein relieves management from making every reasonable effort to attempt to find staff during such occurrences. In the event the Registered Nurse staffing levels contained in the clinical staffing plan are not met, RGH will promptly attempt to re-establish the agreed-upon number of RNs through methods which may include (to the extent available) utilization of float pool nurses, voluntary overtime, per diems, SIP (if a SIP program is in place), traveler/agency nurses, non-bargaining unit RGH/RRH employees and/or blocking beds. It is understood that blocking beds is an option to maintain safe staffing levels, but RGH shall not be obligated to block beds in this scenario if, among other issues, doing so would cause the ED to go over or further over their staffing plan levels.

Section 5. Both parties agree that it is important to utilize tool(s) to evaluate acuity as they work toward developing appropriate staffing levels. RGH agrees to share acuity tool(s) with the staffing committee and intends to implement a pilot acuity tool by January 1, 2025.

Section 6. Resolution of Disputes & Potential Penalty Payments

a. If the Union believes that RGH has not maintained the Registered Nurse staffing levels in inpatient units/emergency departments contained in the clinical staffing plan for greater than 10% of the shifts during the prior calendar quarter (on a Hospital-wide basis) (but excluding from this calculation all same-day RN call-offs by scheduled RNs that exceed 3% of the RNs scheduled), the Union may bring this issue to RGH by providing written notice to the Chief Nursing Officer or his/her designee within ten (10) calendar days after the end of the calendar quarter (“staffing objection”). For purposes of this Article, a “shift” is considered the full duration of 7 AM to 7 PM and 7 PM to 7 AM.

b. Upon such staffing objection from the Union, if RGH agrees that RGH has not maintained the Registered Nurse staffing levels in inpatient units/emergency departments contained in the clinical staffing plan for greater than 10% of the shifts during the prior calendar quarter as calculated pursuant to Section 6(a), RGH will distribute a single lump sum payment of \$100,000 (gross amount prior to tax deductions) to be divided amount bargaining unit employees as determined by the union.

c. Upon such staffing objection from the Union, if RGH does not agree that RGH has not maintained the Registered Nurse staffing levels in inpatient units/emergency departments contained in the clinical staffing plan for greater than 10% of the shifts during the prior calendar quarter as calculated pursuant to Section 6(a), the union may file a grievance within ten (10) calendar days after the staffing objection was first filed. In the event the parties agree, or an arbitrator determines, that RGH has not maintained the Registered Nurse staffing levels in

inpatient units/emergency departments contained in the clinical staffing plan for greater than 10% of the shifts during the prior calendar quarter as calculated pursuant to Section 6(a), RGH will then distribute a single lump sum payment of \$100,000 (gross amount prior to tax deductions) to be divided amount bargaining unit employees as determined by the union. (This payment shall be the sole remedy that may be awarded in such a grievance/arbitration filed pursuant to this Article.)

d. Section 6(b) and 6(c) shall not be effective until the first anniversary of the ratification of this initial Collective Bargaining Agreement, and only for the time period after such first anniversary. No grievances can be filed under this Article, and no dispute regarding this Article is subject to arbitration, until the first anniversary of the ratification of this initial Collective Bargaining Agreement. No grievance may be filed related to any period time prior to the first anniversary of this initial Collective Bargaining Agreement. Whether penalties are to be awarded pursuant to this Article after the first anniversary of ratification of this initial Collective Bargaining Agreement shall be determined based on Registered Nurse staffing levels, and not on staffing levels for other job titles.

ARTICLE 12: AGENCY/TRAVEL PERSONNEL

Section 1. Agency RN personnel may be used when RGH has made reasonable attempts to fill open RN positions, and in other situations that call for additional RN staffing that cannot be met by bargaining unit nurses. Agency nurses may be used when:

- a. there is an open position for which the Employer has posted a vacancy and is actively recruiting;
- b. there is an extended leave of absence and all reasonable attempts to cover the leave as outlined in (a.) above have been exhausted;
- c. the Employer must prepare for planned short term and state of emergency occurrences, including but not limited to a surge plan, strike or lockout (eg: influenza) or other unforeseen circumstances.

Section 2. RGH will confirm agency nurse qualifications in order to achieve quality patient care.

PART III – JOB BIDDING AND LAYOFF/RECALL

ARTICLE 13: POSTINGS AND JOB BIDDING

Section 1. RGH shall post all permanent openings of bargaining unit positions via the Rochester Regional Health career site. Applicants for the open position may apply through the Rochester Regional Health career site.

Section 2. All job postings of bargaining unit positions shall remain open for a minimum of seven (7) calendar-days prior to the filling of such positions. All applicants shall be notified in writing as to their status regarding the opening within a reasonable amount of time.

Section 3. When qualifications, ability, skills, training, experience and general job performance of applicants for an open position are equal, in the opinion of the Chief Nursing Officer, RRH seniority will be the determining factor in making an offer. Determination of whether qualifications, ability, skills, training, experience and general job performance of applicants for an open position are “equal” shall not be done in an arbitrary and capricious manner. This section shall not apply to charge nurse vacancies.

Section 4. Open bargaining unit positions will not be permanently filled by non-bargaining unit candidates/applicants until such time as the job has been posted for a minimum of seven (7) calendar days. The limitations in Section 3 apply to all job postings and job bidding candidates regardless of union status.

Section 5. The current manager and hiring manager will establish a mutually agreeable start date within up to four (4) weeks after the job is awarded or a mutually agreed upon date outside of this guideline that is supported by a valid business reason or necessity.

Section 6. Employees are prohibited from transferring to a different position within RGH for six (6) months from the date of employment in the nurse’s current position. Employees are not eligible to transfer if they have received a written warning, final written warning or performance improvement plan in the six (6) months prior to the date they apply for the transfer. Exceptions to these rules may be mutually agreed to by RGH Human Resources and the Union.

ARTICLE 14: LAYOFF AND RECALL

Section 1. In the event of a layoff (including a unit closure that results in layoff), RGH will notify the affected employees in the affected functional unit(s) and Union at least twenty-one (21) calendar days in advance of the layoff. Upon a timely request by the Union, RGH agrees to meet with the Union to discuss the layoff and possible alternatives to layoff.

Section 2. If a layoff occurs, the order of lay off shall be: (a) probationary and temporary employees in any affected functional unit shall be laid off first; (b) then, any remaining employees in the affected functional unit shall be laid off on the basis of inverse seniority. However, if the remaining positions after layoff require specific skills or qualifications, those job requirements may be considered as an exception to seniority.

Section 3. An employee who is to be laid off will have the opportunity to immediately apply for a vacant bargaining unit RN position at RGH for which they are qualified. The applicant will be considered in accordance with Article 13 Postings and Job Bidding.

Section 4. An employee who is laid off and who is not awarded a vacant position in the bargaining unit shall have recall rights for positions in the bargaining unit for which they are qualified for one (1) year. Such employees shall be recalled in inverse order of layoff. An employee who declines the offer of recall to a comparable position in the bargaining unit (i.e., comparable pay, weekly hours and responsibilities) shall forfeit further recall rights. An employee

who accepts recall to a position with a reduced number of hours shall retain recall rights to the first comparable position (i.e., comparable pay, weekly hours and responsibilities) in the bargaining unit from which he/she was laid off for six (6) months.

Section 5. Employees who are permanently laid off, and who sign a waiver and release and agree in writing to waive any recall rights, shall receive four (4) weeks of severance pay. Employees who are permanently laid off pursuant to this paragraph may continue to participate in RGH's Medical Plan Benefits for four (4) weeks. Medical Plan Benefits do not include dental and vision benefits. Medical Plan Benefits will end earlier, however, on the first day that the Employee becomes employed on a full-time basis by another employer that provides medical coverage for its employees. Medical benefits may continue after the dates set forth above at the employee's option by making a COBRA election.

Section 6. Employees on layoff shall not accrue seniority.

PART IV: WAGES AND BENEFITS

ARTICLE 15: WAGES

Section 1. Effective at ratification, each RN's base rate (not including department premium) will be increased by 6%.

Section 2. Effective on or before March 31, 2024 (or as soon as practicable after ratification if ratification occurs after this date), each RN's base rate will be determined by the greater of the RN's then-current base rate (with current departmental premium combined into that base rate) or the Year 1 rate applicable to the RN by his/her years of RN licensure in accordance to Section 3 below. RNs whose base rate at the time this Section 2 becomes effective exceeds the Year 1 rate applicable to the RN by his/her years of licensure in accordance to Section 3 below will be held at their base rate until the RN is entitled to a greater rate based on the scales below in Section 3 applicable to the RN by his/her years of licensure on the first, second or third anniversary of the ratification date.

In the event RRH implements a wage program with wage scale(s) for RNs in other RRH facilities located in the Finger Lakes Region that exceed the Year 1 hourly and/or salaried wage scales set forth in Section 3 during the first year of the contract, those/that wage scale(s) will be applied to RUNAP.

Upon the effective date of this Section 2, department premiums are included in the base rate and there will no longer be department premiums.

On the first contract ratification anniversary date, each scale in Section 3 will be increased by 4% (as outlined below) and RNs will move to the greater of the assigned Year 2 rate based on years of RN licensure at that time, in accordance with Section 3, or will remain at their then-current base rate.

In the event RRH implements a wage program with wage scale(s) for RNs in other RRH facilities located in the Finger Lakes Region that exceed the Year 2 hourly and/or salaried wage scales set forth in Section 3 during the second year of the contract, those/that wage scale(s) will be applied to RUNAP.

On the second contract ratification anniversary date, each scale in Section 3 will be increased by 4% (as outlined below) and RNs will move to the greater of the assigned Year 3 rate based on years of RN licensure at that time, in accordance with Section 3, or will remain at their then-current base rate.

In the event RRH implements a wage program with wage scale(s) for RNs in other RRH facilities located in the Finger Lakes Region that exceed the Year 3 hourly and/or salaried wage scales set forth in Section 3 during the third year of the contract, those/that wage scale(s) will be applied to RUNAP.

On the third contract ratification anniversary date, each scale in Section 3 will be increased by 3% (as outlined below) and RNs will move to the greater of the assigned Year 4 rate based on years of RN licensure at that time, in accordance with Section 3, or will remain at their then-current base rate.

In the event RRH implements a wage program with wage scale(s) for RNs in other RRH facilities located in the Finger Lakes Region that exceed the Year 4 hourly and/or salaried wage scales set forth in Section 3 during the fourth year of the contract, those/that wage scale(s) will be applied to RUNAP.

Registered Nurses hired into the bargaining unit after the effective date of this Section 2 will be hired onto the applicable scale in Section 3 in accordance to their years of RN licensure at time of hire as determined by the employer.

RNs will move to a different rate in accordance with their years of licensure on the ratification anniversary dates as outlined above, but RNs will not move to a different rate at any other times during the term of this Agreement.

Years of equivalent international licensure (e.g., RNs with Philippines licensure) will count

towards RN licensure for the purposes of the wage scales.

Section 3. The following titles will be recognized in the bargaining unit and will follow the step schedule in this section.

Business Title	Exemption	Grade Scale
R.N. I	Hourly	A
R.N. II	Hourly	A
R.N. III	Hourly	A
R.N. IV	Hourly	A
Clinical Resource RN	Hourly	B
Robotics Coordinator	Hourly	C
Lactation Consultant-RN	Hourly	B
ECMO Coordinator	Hourly	C
Clinical Nurse Leader	Hourly	C
RN First Assistant	Hourly	D
Program Coordinator (RN)	Salaried	E
Care Manager-RN	Salaried	E
Clinician Navigator	Salaried	E
Educator-RN	Salaried	E
Utilization Review Specialist – RN	Salaried	E
Utilization Management Nurse – RN	Salaried	E
Wound Care – RN	Salaried	E
Clinical Regulatory Compliance Specialist	Salaried	E
Clinical Research Nurse-RN	Salaried	F
Utilization Management Nurse II	Salaried	F
Sr Care Manager	Salaried	F
Wound Care RN – Certified	Salaried	G

Departments identified below will determine which grade schedule will be followed:

Grade Assignment	Cost Center
--C	Intensive Care Units, Emergency Department, Operating Room & Cath Lab, MSDU, SSDU
-- I	All Other departments

Hourly Grade Scales

I Grades – refer to home unit positions that are in the inpatient cost centers as defined in section 2.

C Grades – refer to home unit positions that are in the ED/OR/ICU/Cath Lab/MSDU/SSDU cost centers as defined in section 2.

Hourly Scale Year 1

Years of RN Licensure	A – I	A - C	B – I	B - C	C – I	C - C	D
0	\$35.75	\$36.75	\$37.75	\$38.75	\$39.00	\$40.00	\$47.00
1	\$36.50	\$37.50	\$38.50	\$39.50	\$39.75	\$40.75	\$47.75
2	\$37.00	\$38.00	\$39.00	\$40.00	\$40.25	\$41.25	\$48.50
3	\$37.50	\$38.50	\$39.50	\$40.50	\$40.75	\$41.75	\$49.25
4	\$38.00	\$39.00	\$40.00	\$41.00	\$41.25	\$42.25	\$50.25
8	\$39.50	\$40.50	\$41.50	\$42.50	\$42.75	\$43.75	\$52.00
12	\$41.75	\$42.75	\$43.75	\$44.75	\$45.00	\$46.00	\$53.50
16	\$43.75	\$44.75	\$45.75	\$46.75	\$47.00	\$48.00	\$54.50
20	\$45.75	\$46.75	\$47.75	\$48.75	\$49.00	\$50.00	\$56.00
25 +	\$48.00	\$49.00	\$50.00	\$51.00	\$51.25	\$52.25	\$58.75

Hourly Scale Year 2 – 4%

Years of RN Licensure	A – I	A - C	B - I	B - C	C - I	C - C	D
0	\$37.18	\$38.22	\$39.26	\$40.30	\$40.56	\$41.60	\$48.88
1	\$37.96	\$39.00	\$40.04	\$41.08	\$41.34	\$42.38	\$49.66
2	\$38.48	\$39.52	\$40.56	\$41.60	\$41.86	\$42.90	\$50.44
3	\$39.00	\$40.04	\$41.08	\$42.12	\$42.38	\$43.42	\$51.22
4	\$39.52	\$40.56	\$41.60	\$42.64	\$42.90	\$43.94	\$52.26
8	\$41.08	\$42.12	\$43.16	\$44.20	\$44.46	\$45.50	\$54.08
12	\$43.42	\$44.46	\$45.50	\$46.54	\$46.80	\$47.84	\$55.64
16	\$45.50	\$46.54	\$47.58	\$48.62	\$48.88	\$49.92	\$56.68
20	\$47.58	\$48.62	\$49.66	\$50.70	\$50.96	\$52.00	\$58.24
25 +	\$49.92	\$50.96	\$52.00	\$53.04	\$53.30	\$54.34	\$61.10

Hourly Scale Year 3 – 4%

Years of RN Licensure	A - I	A - C	B - I	B - C	C - I	C - C	D
0	\$38.67	\$39.75	\$40.83	\$41.91	\$42.18	\$43.26	\$50.84
1	\$39.48	\$40.56	\$41.64	\$42.72	\$42.99	\$44.08	\$51.65
2	\$40.02	\$41.10	\$42.18	\$43.26	\$43.53	\$44.62	\$52.46
3	\$40.56	\$41.64	\$42.72	\$43.80	\$44.08	\$45.16	\$53.27
4	\$41.10	\$42.18	\$43.26	\$44.35	\$44.62	\$45.70	\$54.35
8	\$42.72	\$43.80	\$44.89	\$45.97	\$46.24	\$47.32	\$56.24
12	\$45.16	\$46.24	\$47.32	\$48.40	\$48.67	\$49.75	\$57.87
16	\$47.32	\$48.40	\$49.48	\$50.56	\$50.84	\$51.92	\$58.95
20	\$49.48	\$50.56	\$51.65	\$52.73	\$53.00	\$54.08	\$60.57
25+	\$51.92	\$53.00	\$54.08	\$55.16	\$55.43	\$56.51	\$63.54

Hourly Scale Year 4 – 3%

Years of RN Licensure	A - I	A - C	B - I	B - C	C - I	C - C	D
0	\$39.83	\$40.94	\$42.06	\$43.17	\$43.45	\$44.56	\$52.36
1	\$40.66	\$41.78	\$42.89	\$44.00	\$44.28	\$45.40	\$53.20
2	\$41.22	\$42.33	\$43.45	\$44.56	\$44.84	\$45.95	\$54.03
3	\$41.78	\$42.89	\$44.00	\$45.12	\$45.40	\$46.51	\$54.87
4	\$42.33	\$43.45	\$44.56	\$45.68	\$45.95	\$47.07	\$55.98
8	\$44.00	\$45.12	\$46.23	\$47.35	\$47.63	\$48.74	\$57.93
12	\$46.51	\$47.63	\$48.74	\$49.85	\$50.13	\$51.25	\$59.60
16	\$48.74	\$49.85	\$50.97	\$52.08	\$52.36	\$53.47	\$60.72
20	\$50.97	\$52.08	\$53.20	\$54.31	\$54.59	\$55.70	\$62.39
25+	\$53.47	\$54.59	\$55.70	\$56.82	\$57.09	\$58.21	\$65.45

Salaried Scale Year 1

Years of RN Licensure	E	F	G
0	\$76,500	\$80,000	\$85,000
1	\$77,250	\$82,250	\$87,500
2	\$79,000	\$84,000	\$89,000
3	\$80,250	\$85,250	\$91,000
4	\$85,250	\$90,250	\$96,000
8	\$90,000	\$95,000	\$98,000
12	\$94,000	\$99,000	\$103,000
16	\$98,000	\$103,000	\$108,000
20	\$100,000	\$105,000	\$110,000
25+	\$105,000	\$110,000	\$115,000

All salaries displayed as a 1.0 FTE, those with FTEs less than 1.0 will be prorated.

Salaried Scale Year 2 – 4%

Years of RN Licensure	E	F	G
0	\$79,560	\$83,200	\$88,400
1	\$80,340	\$85,540	\$91,000
2	\$82,160	\$87,360	\$92,560
3	\$83,460	\$88,660	\$94,640
4	\$88,660	\$93,860	\$99,840
8	\$93,600	\$98,800	\$101,920
12	\$97,760	\$102,960	\$107,120
16	\$101,920	\$107,120	\$112,320
20	\$104,000	\$109,200	\$114,400
25+	\$109,200	\$114,400	\$119,600

Salaried Scale Year 3 – 4%

Years of RN Licensure	E	F	G
0	\$82,742	\$86,528	\$91,936
1	\$83,554	\$88,962	\$94,640
2	\$85,446	\$90,854	\$96,262
3	\$86,798	\$92,206	\$98,426
4	\$92,206	\$97,614	\$103,834
8	\$97,344	\$102,752	\$105,997
12	\$101,670	\$107,078	\$111,405
16	\$105,997	\$111,405	\$116,813
20	\$108,160	\$113,568	\$118,976
25+	\$113,568	\$118,976	\$124,384

Salaried Scale Year 4 – 3%

Years of RN Licensure	E	F	G
0	\$85,225	\$89,124	\$94,694
1	\$86,060	\$91,630	\$97,479
2	\$88,010	\$93,580	\$99,150
3	\$89,402	\$94,973	\$101,378
4	\$94,973	\$100,543	\$106,949
8	\$100,264	\$105,835	\$109,177
12	\$104,721	\$110,291	\$114,747
16	\$109,177	\$114,747	\$120,317
20	\$111,405	\$116,975	\$122,545
25+	\$116,975	\$122,545	\$128,116

Section 4. The current STAR program will be discontinued as of the ratification of this agreement, and a new Longevity Bonus will be implemented. After reaching both 20 years of RRH service and 20 years of licensure, the employee will receive an annual \$2,000 bonus. The Longevity Bonus will be paid out on a semi-annual basis; nurses whose continuous service anniversaries are in the first six months of the calendar year will receive their bonus in July and nurses whose anniversaries are in the last six months of the calendar year will receive their bonus in January. (Clarification: applies only to RN I – IV)

ARTICLE 16: PER DIEM PROGRAM AND COMPENSATION

Section 1. Minimum 16 hours per pay period during weekend or evening/night shifts.

Section 2. Six-month minimum commitment. RNs are eligible for the Per Diem program six months after reducing their hours.

Section 3. Incentives for Per Diem Program

- \$7 add-on to hourly rate
- Clinical Ladder add-on available
- Shift Differential available

- Certification add-on available
- Holiday Pay, if qualify per holiday article

Shifts must be worked during the evening or weekend

- 3-11 pm
- 7pm – 7 am OR
- Weekend: Saturday and/or Sunday

Any expansion or changes to shift requirements are at the discretion of the Unit Leader.

ARTICLE 17: CLINICAL LADDER

Section 1. The RGH Clinical Ladder program will not limit a nurse’s scope of care, and all RNs will continue to practice to the full scope of their license. Further, no job positions shall be limited to those at a specific step on the clinical ladder. A nurse’s position on the clinical ladder will not impact a nurse’s ability to bid or be awarded a vacancy, except that the placement on the clinical ladder can be among factors considered when determining a nurse’s qualifications and experience.

Section 2. The RGH Clinical Ladder program will operate during this Agreement in accordance with current Clinical Ladder Guidelines. Nursing Leadership will notify the union of any substantive changes in the Clinical Ladder Guidelines.

Section 3. The RGH Clinical Ladder program applies only to RN I – RN IV.

ARTICLE 18: INSURANCE BENEFITS

Section 1. RGH shall provide Health Insurance, Dental Insurance, Vision Insurance and Life Insurance in the same amount and manner as applied to all other employees of the RRH healthcare system. In the event of a change to existing policies/benefits governing Health Insurance, Dental Insurance, Vision Insurance and/or Life Insurance, RGH will provide RUNAP and the impacted employees with at least thirty (30) calendar days prior notice of the change.

Section 2. Eligibility. Full-time and part-time nurses who are regularly scheduled to work a minimum of twenty (20) hours per week are eligible for all insurance benefits purposes in this Article in the same amount and manner as applied to all other employees of the RRH healthcare system.

Section 3. Contribution Rates.

Current 2023 employees’ contribution rates will continue upon ratification for the remainder of 2023.

For subsequent years during the term of this Collective Bargaining Agreement after the calendar year of ratification, the employee contribution rates for the Copay Plan, the CDHP Plan and/or the CDHP Plus Plan, or any other plan offered by the RRH healthcare system, will not increase by more than 6% in any single calendar year.

Section 4. RGH agrees that if RRH implements fertility benefits for employees in other RRH facilities located in the Finger Lakes Region this will be applied to the RN covered by this Agreement.

ARTICLE 19: RETIREMENT BENEFITS

RGH will maintain its existing defined benefit pension plan for bargaining unit nurses who meet eligibility requirements (i.e., a year of service with at least 1,000 hours of service either within (i) the 12 months following date of hire or (ii) any calendar year after date of hire).

RGH will also maintain its existing 403(b) plan for bargaining unit nurses who meet eligibility requirements.

ARTICLE 20: DIFFERENTIALS

Shift Differential:

(Interim Off Shift Premium and current Shift Differential Program replaced by the following provisions)

Shift Zone	Hours in Zone	Differential
Weekday Eve (Mon – Thur)	3PM – 11PM	\$3.00
Weekday Night (Mon – Thur)	11PM – 7AM	\$3.50
Weekend Day (Sat – Sun)	7AM – 3PM	\$2.00
Weekend Eve (Fri – Sun)	3PM – 11PM	\$4.00
Weekend Night (Fri – Sun)	11PM – 7AM	\$4.50

Shift differential will be paid for the hours the nurse works a qualifying shift as outlined in this article. Employees will be paid for exact hours worked in defined zones and no minimum hours worked in a zone is required except for the Weekday Evening and Weekend Evening Zones. For Evening Zones the employee must work a minimum of four hours in the zone to qualify for the differential being paid for each hour worked in the Evening Zone unless the shift begins after 7pm.

RGH will maintain its current interim off-shift premium differential program until the first pay period after the wage scale has been implemented.

Charge Pay: For actual hours assigned and performing charge duties: \$2.00

Weekend Program:

Non-Exempt Employees only

Commitment Required:

Friday 7 a.m. – Tuesday 7 a.m.

Six-month commitment minimum

Must include Saturday and/or Sunday

Part Time: 24-hour option commitment

Two 12-hour weekend shifts or three 8-hour shifts

Allowance: \$7.00/hr

ARTICLE 21: CERTIFICATIONS

Section 1. Non-Exempt RNs are eligible for additional financial incentive of a Tier 1 hourly add-on of .50 cents per hour and a Tier 2 hourly add-on of \$1.00 per hour for each certification and Exempt RNs are eligible for additional financial incentive of a \$500 one-time payment for each certification. Certifications must be earned pursuant to the RRH Certification Recognition Procedure, except that in the event of a conflict with this Article then this Article shall prevail.

Section 2. RNs are limited to \$2.00 per hour in total incentive pay for certifications.

Section 3. RNs with more than \$2.00 in active certification incentive allowances at ratification shall continue to receive the financial incentive for those certifications that exceed \$2.00 for so long as they maintain those certifications without interruption during their continuous RGH employment. Any renewals of certifications that exceed \$2.00 in active certification allowances shall be the financial responsibility of the employee and will not be reimbursed by RGH. Should any such eligible certification expire, the RN will no longer receive incentive pay for that certification (even if the RN renews the certification at some point in the future).

Section 4. The RRH Nursing Certification Recognition Procedure will determine the operations of the program and any cost for a nurse associated with earning a certification, along with the following provisions of this article. Except as set forth in this Article, RRH Nursing Certification Recognition Procedure, as that Procedure may change from time to time, will govern certification issues for RUNAP-represented nurses. In the event of a conflict between the Procedure and this Article, this Article shall prevail.

Section 5. All certification requests will be reviewed by applicant's local leader with final approval by CNO Council. Prior to approving a certification request, RGH local leaders will confirm the following: Employee is in good standing, the requested certification is appropriate for their primary unit, whether the certification would exceed the limit of \$2.00 per hour in total incentive pay for certifications stated in this Article, proof of completed CNEs/CEUs, and proof

of completed practice hours at RRH facility as required under the RRH Nursing Certification Recognition Procedure.

Section 6. Eligibility is based on the needs of the Nurse's home unit. For Internal transfers, RGH management will review current certifications for applicability to the new home unit upon transfer.

Section 7. Certification classes taken online will not be reimbursed.

Section 8. RGH will pay Exempt and Non-Exempt Nurses' certification exam costs for only one attempt.

Section 9. Secondary materials, such as review materials, textbooks, practice questions, etc. are not reimbursed by RGH. Many of the professional organizations provide free online resources.

ARTICLE 22: HOLIDAYS

Section 1: Holidays. RGH recognizes the following eight Holidays:

1. New Year's Day
2. MLK
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Christmas
8. Floating Holiday (for those who are eligible only)

In the event that RRH adds an additional holiday to employees throughout the system during the duration of this agreement, that benefit will be extended to the RUNAP bargaining unit.

Full-time and part-time nurses who regularly work twenty (20) or more hours per week in a benefitted position are eligible for holiday pay in accordance with this Article. Failure to work the employee's scheduled work day if it immediately precedes or follows a holiday other than reason of an approved leave, will result in the employee forfeiting their holiday pay, unless the nurse works on that holiday.

Section 2: All active, eligible full-time and part-time employees are entitled to receive 10% of their regularly scheduled pay period hours at their individual base rate of pay for each legal holiday.

All Non-Exempt nurses who work any hours on a holiday defined by this Article shall receive a 50% pay premium for such hours worked. A holiday begins at 11:00 pm on the previous evening and extends until 11:00 pm on the legal holiday. However, hours worked on Christmas Eve and New Year's Eve between 3:00-11:00 pm will be considered holidays for purposes of premium pay.

Section 3: Exempt employees who work on a holiday will not receive premium pay. They will receive an alternate day off, mutually agreed upon by the employee and their leader, paid as excused with pay.

Section 4: Holiday that occurs during scheduled vacation: When a holiday falls within a scheduled day of vacation, the employee will receive holiday pay in accordance with this policy, and a day of vacation will remain in the employee’s accruals for future use.

Section 5: Holiday pay upon termination: Holidays that occur beyond the employee’s last day of active work are not payable upon termination of employment.

Section 6: Nurses who are designated as full-time or part-time and scheduled twenty (20) or more hours per week or forty (40) hours per pay period are eligible for a floating holiday, to be utilized as defined by the RRH system Float Holiday Pay Practice policy.

Section 7: Nurses with at least 25 years of RRH service will not be required to work Holidays.

Section 8: RGH shall make reasonable efforts considering the RGH operational needs to accommodate time off requests for nurses who celebrate Holidays that are not among the list recognized in this Article.

ARTICLE 23: VACATION

Section 1. Per the RRH vacation policy, employees designated as full-time or part-time, whose regularly scheduled hours are at least 20 hours per week are eligible for vacation benefits.

Section 2. Per the RRH vacation policy, employees begin accruing vacation hours upon date of hire or change in eligibility status.

Section 3. Per the RRH vacation policy, the number of vacation hours allotted to each employee is determined by the employee’s position, regularly scheduled weekly hours, and years of service.

Section 4. Vacation accrual for a full-time (1.0 FTE) nurse shall be as set forth in the chart below; these accrual rates are pro-rated for nurses working less than 1.0 FTE:

Years of Service	Annual Accrual	Per Pay Accrual
0 – 4 years	160	6.154
5 – 9 years	176	6.769
10 – 14 years	192	7.385
15 – 24 years	200	7.692
25+ years	216	8.307

Section 5. Except as set forth in this Article, vacation benefits will be administered in accordance with the RRH vacation policy, as that policy may change from time to time.

ARTICLE 24: PAID SICK TIME

Section 1. Eligibility for paid sick time will be defined by the New York State Paid Sick Leave Law (herein “NYS PSL”). RGH will comply with the NYS PSL for the purpose of sick time accrual, sick time usage, and in all other respects. RGH will implement any changes in practice that may in the future be required by the NYS PSL.

Section 2. Sick time lawfully utilized by an employee pursuant to NYS PSL, for a maximum of fifty-six (56) hours per calendar year, shall not be counted toward the Hospital’s unscheduled absences policy.

Section 3. Pursuant to New York Labor Law Section 196-b, the parties agree that the benefits provided in this Article provide employees covered by this Agreement with comparable benefits to those found in New York Labor Law 196-b.

ARTICLE 25: PAID LEAVES

Section 1: New York State Paid Family Leave (NYS PFL) RGH will comply with the New York State Paid Family Leave Act (NYS PFL).

Section 2: Bereavement Leave. All full-time and regular part-time nurses are entitled to paid bereavement leave as follows:

(a) A nurse will be granted up to three (3) scheduled shifts off in case of death in the immediate family. “Immediate family” includes parent, spouse, child, sibling, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-parent, step-child, domestic partner, nephew, niece, aunt, uncle, and legal guardian. Further, a nurse will be granted up to two (2) additional scheduled shifts off without pay for death in the immediate family as defined above. A nurse may choose to use vacation time rather than unpaid time for the purposes of this Section. A paid absence for the death of other family members of bargaining unit employees will be evaluated by Human Resources on a case by case basis.

(b) A request for extension of bereavement leave, using vacation or unpaid time, will not be unreasonably denied by Human Resources.

(c) Bereavement leave pay will be equal to the hours scheduled for each shift of bereavement leave (i.e., eight, ten, or twelve hour shifts).

(d) Per diem nurses will be provided up to three shifts of unpaid bereavement leave.

(e) Bereavement leave days can be consecutive or intermittent and may be postponed for up to four (4) weeks from the date of death, if necessary to permit funeral attendance. In extenuating circumstances (e.g., a public health emergency), this four (4)-week utilization period can be extended up to 90-days with manager approval.

(f) It is the responsibility of employees to promptly notify their supervisors regarding use of bereavement leave, notifying the department and supervisor about departure and return dates. Notice of death shall be furnished to RGH by employees taking bereavement leave.

(g) The term "domestic partner" shall mean a person, unrelated by blood, who has resided with the employee for at least six (6) consecutive months and intends to continue to do so indefinitely, sharing with each other the common financial and emotional necessities of life. A certification of domestic partnership may be required by RGH as a condition of leave pursuant to this Article.

(h) Employees who receive paid bereavement leave will receive full base pay for each missed shift, exclusive of any differentials.

Section 3: Jury Duty and Witness Duty Pay. A nurse who is summoned to jury duty shall be entitled receive their regular pay for each shift of scheduled work that is missed due to required jury duty or due to being subpoenaed as a witness on behalf of the Hospital. The receipt of subpoena or notice of jury duty shall be immediately reported to the nurse's supervisor. A nurse so summoned may retain any jury duty or witness fees received.

Section 4: Military Leave. RGH will comply with the provisions of the USERRA and any and all other state or federal laws as they relate to military leaves as defined in those statutes. Employees may use their accrued but unused vacation time for such leave.

ARTICLE 26: UNPAID LEAVES OF ABSENCE

Section 1. Family and Medical Leave. All eligible employees (as defined by the Family and Medical Leave Act ("FMLA")) shall be entitled to a leave of absence as provided by and consistent with the provisions of the FMLA and in accordance with the RGH/RRH policy regarding FMLA. Eligible employees may take up to twelve (12) weeks of unpaid consecutive or intermittent leave each year, to the extent permitted by the FMLA. Additional medical leave may be provided when required by the Americans with Disabilities Act and/or other applicable laws.

Section 2. Employees who leave RGH employment to pursue an educational opportunity will be considered for RN vacancies upon requested return to work, assuming the employee left in good standing. "Good standing" is defined as no active discipline on file at the time of the employee's resignation. The employee will retain seniority if he or she returns to employment within one year.

Section 3. Personal Leave. A leave of absence without pay may be granted to a nurse for personal reasons for a period of up to five (5) weeks (but any unused vacation time must be utilized at part of this leave). Up to (1) member of RUNAP's executive leadership team may be permitted to use personal leave for purposes of temporary work for the Union one (1) time during the term of this Agreement. Approval of leave pursuant to this Section 3 will be within the discretion of RGH nursing leadership, but shall not be unreasonably denied. This Section is not subject to the Grievance and Arbitration provisions of this Agreement.

Section 4. Medical & Dental Benefits. Employees on an approved leave of absence covered by workers' compensation, the FMLA or extended medical leave mandated by federal or state law shall be able to maintain their insurance benefits by paying the monthly employee cost of the premium while on leave, for a period of up to twelve (12) months. Any unpaid premium balance(s) will be deducted from employee pay in installments upon an employee's return to work, until the arrears are paid in full. Employees on any other approved leave may maintain their insurance benefits, but must pay the full premium.

Section 5. Return to Work. An employee returning from any leave of absence pursuant to this Article (other than an educational leave in Section 2) shall be reinstated to their former position or substantially equivalent position in the same unit so long as they can perform the essential functions of the position. If there are no vacancies in the employee's same unit, RGH will give the employee preference for any bargaining unit vacancy at RGH for which they are qualified.

ARTICLE 27: PRECEPTOR PAY PROGRAM

The parties agree to meet to discuss the creation of a preceptor pay program, potentially to be effective in the first quarter of calendar year 2025.

ARTICLE 28: TUITION, IN-SERVICE, CONFERENCES

Section 1. RGH will provide up to \$150 a month in student loan assistance for qualifying full-time employees (and pro-rated for part-time employees) pursuant to the RRH Student Loan Assistance Program, on the same terms offered to other RRH employees.

Section 2. All qualifying bargaining unit nurses are eligible for the Advance U Education program as offered by RRH on the same terms offered to other RRH employees.

Section 3. RGH will provide qualifying bargaining unit nurses the option to participate in the RRH Tuition Assistance Program on the same terms offered to other RRH employees.

Section 4. In-Service. RGH will continue to provide in-service education for nurses on a continuing and regular basis. Whenever possible, in-service education will be provided on all shifts. In the event a nurse is required to attend an in-service all such hours are working hours and the nurse will be paid the appropriate rate.

Section 5. Bargaining unit nurses may apply for approval to participate in a conference, and such requests will be reviewed by RGH with the CNO having authority to approve or deny. If approved, RGH will pay for the conference fees and for time spent in attendance at the conference. Bargaining unit nurses who attend a conference not paid for by RGH may request time off to attend such conference; and approved time off to attend must be covered by available paid time accruals or be approved as an unpaid leave. (Note: the topic of certifications is addressed in Article 21- Certifications.)

Section 6. Didactic: RGH will make every effort to enable nurses to complete their required Health Stream learning while on duty. If a request is made by leadership for a nurse to complete learning remotely, RGH will pay for any required learning requested to be performed remotely.

ARTICLE 29: PARKING

Section 1. For the term of this collective bargaining agreement, RGH shall adhere to the following practices related to parking including:

1. Free parking on Rochester Regional Health parking garages and/or surface lots to employees who use their personal vehicles for transportation to and from the campus.
2. The assignment of employee parking to garages and/or surface lots depending on the employees' work schedule and availability of spaces.

Section 2. Employees shall adhere to RGH's parking program policies.

ARTICLE 30: ECMO PAY PRACTICES

RGH will maintain its current ECMO pay practices unless changed by mutual agreement as part of the ECMO bedside program.

The current ECMO team and current incentives associated with the current ECMO team shall remain as they currently are until the union and RGH reach a separate agreement on the bedside/ECMO/shock nurse program.

PART V: OTHER WORKING CONDITIONS AND EXPECTATIONS

ARTICLE 31: ATTENDANCE/TARDINESS

RGH requires all employees to maintain a record of regular attendance as a prerequisite for continued employment. Excessive and/or recurring absenteeism is unacceptable.

Practice in General

Regular attendance at work is expected of all employees, including being on time and ready to start work on the employee's assigned shift. Employees are expected to remain at work for their entire shift, excluding rest and meal periods. For occasional time off (e.g., for personal reasons), the employee must notify their immediate leader (or designee) in advance and comply with any organization specific scheduling practices, and use time off benefit(s) as provided by applicable policy. If/When the employee's time off benefit(s) has been depleted, future absences not covered by leaves of absences allowable under Rochester Regional Health policies and/or otherwise protected by law are considered unexcused absences.

Excused Absences

Employees without time off benefit(s) remaining may request and be granted time off, paid or unpaid, at the discretion of their leader. Excused Absences include: an absence covered by pre-approved time off, a pre-approved leave of absence, or an absence otherwise protected from disciplinary action by law.

Unexcused/Unscheduled Absences

An absence is considered unexcused when: (1) the employee fails to provide reasonable notification to their immediate leader (or designee) per unit guidelines, policy or practice; (2) when the employee is absent after employee's time off benefit(s) has been depleted (unless covered by leaves of absences allowable under RGH policies and/or otherwise protected by law); or (3) where a pattern of such absence has developed, unless otherwise required by law. Further, leaving prior to the end of an assigned shift without authorization is considered an unexcused absence. Barring any legal requirement to the contrary, unexcused absences are not paid.

Attendance and Tardiness Counseling

Attendance and punctuality patterns are established early and tend to persist. Therefore, supervisors are encouraged to promptly handle absenteeism and tardiness problems at their earliest stages, prior to taking disciplinary action. To this end, supervisors are encouraged to initiate informal counseling, which is not part of the formal corrective action process.

Counseling should be informative and used for the following purpose:

1. To bring to the employee's attention that a potential problem exists regarding their attendance or punctuality record;

2. To demonstrate that supervisors take an active interest in the employee's health and well-being and are willing to listen to problems that adversely affect attendance or punctuality;
3. To let the employee know what is expected of them in the future with respect to attendance and punctuality; and
4. To support any future corrective action, if necessary.

Disciplinary Action for Occurrences (Tardiness, Unexcused Absences and Unscheduled Absences are combined for purposes of this section)

Occurrence: Each Unexcused/Unscheduled Absence is one Occurrence.

Tardiness of fifteen (15) minutes or less is one-half of an occurrence. Tardiness beyond fifteen (15) minutes is a full occurrence.

In the event of a local weather emergency/advisory, or an obstruction on the RGH property (e.g., broken parking gate), that prevents an employee from reporting to work on-time, the RUNAP President will contact RGH Human Resources Department to bring the issue to the attention of HR for review and confirmation. Upon such confirmation, an employee impacted by the local weather emergency/advisory or obstruction may be excused from a tardiness event so long as the impacted employee reported to work as soon as possible notwithstanding the weather emergency/advisor or obstruction.

The following progressive discipline will occur for Occurrences.

Step 1: four (4) Occurrences within a rolling twelve (12) month period from the date of the last occurrence: Verbal Written Warning.

Step 2: five (5) Occurrences within a rolling twelve (12) month period from the date of the last occurrence: Written warning.

Step 3: six (6) Occurrences within a rolling twelve (12) month period from the date of the last occurrence: Final written warning.

Step 4: seven (7) Occurrences within a rolling twelve (12) month period from the date of the last occurrence: Discharge.

An employee in their probationary period will be excluded from the progressive discipline procedure and is subject to more serious discipline (up to and including immediate discharge).

Absence without Notice (No Call/No Show)

Employees who are absent for one (1) shift without notice to their leader (or designee) and/or subsequent satisfactory explanation, will be subject to a written warning.

Employees who are absent for two (2) consecutive working shifts without notice to their leader (or designee) and/or subsequent satisfactory explanation, will be subject to a final written warning.

Employees who are absent for three (3) consecutive working shifts without notice to their leader (or designee) and/or subsequent satisfactory explanation, will be deemed to have voluntarily resigned as of the last day worked.

ARTICLE 32: UNIFORMS AND DRESS CODE

Section 1. RGH requires employees to appear for work in attire that is professional and suitable for the hospital and work setting.

Section 2. Apparel and Accessories.

a. Badges. All employees who are on duty are required to wear a current Rochester Regional Health-issued badge at all times. RRH issued badges must be worn on or above the waist at all times while on any campus or affiliate site.

b. Scrubs and Uniforms.

- Bottoms: Nurses must wear scrub bottoms and effective January 1, 2025 the scrub bottoms must be navy or white at all times.
- Tops: nurses may wear either:
 - A scrub top and effective January 1, 2025 the scrub top must be either navy or white at all times; or
 - Printed scrub tops with appropriate pediatric print remain acceptable in pediatric areas; or
 - A T-shirt with the RRH logo (additional designs or information on such T-shirts must be approved by the CNO or designee).
 - Nurses may also opt to wear a jacket or lab coat with the RRH logo.
 - Nurses may also wear T-shirts with the RUNAP logo on Fridays; such shirts may contain the official RUNAP logo only but may not contain any other statements, messages, images, visuals or writing.

- All attire with hoods is prohibited as hazardous to employee safety.
- All attire must be kept clean and free from noticeable stains or pet fur.
- Exceptions to the above rules must be approved in advance by the CNO or designees.

c. Jewelry. Jewelry may be worn so long as it does not interfere with effectively performing job functions and is not deemed a safety or infection control hazard.

d. Shoes. Shoes must be clean and appropriate for the hospital setting with slip-resistant soles. Open-toed shoes, slippers or footwear with fuzzy or fluffy material is prohibited on the units and

while providing direct patient care. Shoes must conform to the safety requirements of each specific area. Direct Care Providers: sneakers, nursing shoes/clogs/Crocs are acceptable. Non Clinical Areas: High heels or platforms may be worn; however, style and height of the heels should be professional and appropriate for the work setting. Flip flops, beachwear and sandals with significant exposure of the foot are not appropriate professional attire and are not acceptable. Moccasins and slippers are not permitted.

Section 3. General Appearance and Hygiene. Appearance should be neat, clean, and professional at all times. Additionally, appearance must be free of offensive language/pictures, advertising, or political statements. Proper personal hygiene and grooming must be consistently maintained.

- a. Tattoos.** Tattoos of an offensive nature must be covered at all times.
- b. Nails.** Fingernails must be kept clean in compliance with CDC guidelines.
- c. Perfume.** Perfumes and colognes may be worn in moderation in non-clinical areas; employees in clinical areas should not wear fragrances at any time, in consideration of patients.
- d. Hair.** Facial hair must be neat, clean and trimmed at all times. For those in direct patient care areas, hair that is longer than shoulder length, including loose and braided strands, must be styled off the shoulders, pulled back and secured during patient care activities.

Section 4. Nurses working in procedural areas must adhere to the dress code and uniform policy applicable in those units to ensure patient and employee safety.

Section 5. Failure to follow the standards of appearance policy will be subject to Article 39 (regarding Discipline).

Section 6. Attire and/or appearance that is culturally or religiously-based should be discussed with the Department Director/Supervisor or Human Resources at the time of hire, or as required, so appropriate accommodations can be made, while still meeting job and safety guidelines consistent with all applicable laws.

ARTICLE 33: HEALTH AND SAFETY, EQUIPMENT AND SUPPLIES

Section 1: RGH agrees to maintain a safe and healthy workplace.

Section 2: In order to mitigate the effects of workplace violence to the extent practicable, and to assist employees who may be affected by workplace violence, the Employer shall:

- a) Discuss RGH health and safety risks and issues in cooperation with the Union as a subject during Labor Management meetings pursuant to Article 4;
- b) At least annually perform a facility-specific risk assessment examining factors which may put employees at risk of workplace violence including, but not limited to, recommendations as determined by the National Institute for Occupational Safety and Health (NIOSH). The facility-specific risk assessment shall be performed with notice to the Union of the results, and shall examine factors including but not limited to: (i) working in public settings; (ii) guarding or maintaining property or possessions; (iii) working in high-crime areas; (iv) working late night or early morning hours; (v) working alone or in small numbers; (vi) uncontrolled public access to the workplace; (vii) working in public areas where people are in crisis; (viii) working in areas where a patient or resident may exhibit violent behavior; (ix) working in areas with known security problems, which may include and may not be limited to employee parking areas, stairwells, and non-patient areas; and (x) working with insufficient qualified staff in 1 or more position titles to address foreseeable risk factors.

Based on the findings of the risk assessment, the employer shall develop, implement, or revise as needed, with notice to the Union, a program to minimize the danger of workplace violence to employees, which shall include appropriate employee training, and a system for the ongoing reporting and monitoring of incidents and situations involving violence or the risk of violence.

- c) Permit a RUNAP Executive Committee member or designee to attend the regular (normally monthly) meetings of the Workplace Violence Committee for the purpose of participating in discussions related to the OSHA guidelines for preventing workplace violence applicable to healthcare workers.

Section 3: Equipment and Supplies. RGH shall provide all necessary and standard of care patient-related equipment on all units and shall ensure that such equipment is maintained in safe operating condition. RGH will provide adequate supplies on each unit in order to provide quality patient care.

ARTICLE 34: PERSONNEL FILES AND EVALUATIONS

Section 1. Verbal or written warnings (and excluding performance evaluations) shall be cleared from the employee's record after one (1) year, and final written warnings shall be cleared from the employee's record after eighteen (18) months, provided there are no disciplines within that one (1) year or eighteen (18) month period. However, verbal warnings, written warnings and final written warnings will not be cleared from the employee's

record when such record must be maintained as required by law and/or when the verbal, written or final written warning was issued for infractions related to discrimination (which includes, but is not limited to, discriminatory harassment related to a characteristic protected by law) or regulatory violations.

Section 2. Any employee whose job performance or conduct becomes subject to evaluation shall have the right to participate in a review of such evaluation. Evaluation of an employee shall be performed by his/her immediate supervisor and signed by the employee. Such signature shall signify only that the evaluation has been reviewed with the employee and shall not indicate concurrence in the content of the evaluation. The employee shall have the right to submit a written answer to any material he/she finds objectionable and his/her answer shall be placed in his/her personnel file. Any employee who believes he or she is aggrieved by the content of the evaluation shall have the right to pursue his/her disagreement through the grievance procedure, but shall not have the right to proceed to arbitration.

Section 3. Any employee or a representative of the Union with the employee's written consent, shall have the right to review the contents of the employee's personnel file. Notice of review shall be given in writing to Human Resources and a copy of said file(s) shall be made available to the Union for review in the presence of a Human Resources Department representative within three (3) days (excluding Saturday, Sunday and Holidays) of such request. If a grievance has been filed by the employee, the Union shall be entitled to copy materials from the file that are relevant to the pending grievance. Patient confidentiality (including PHI) shall be protected by the Union and RGH.

Section 4. No material derogatory to an employee's conduct, work performance, character shall be placed in his/her personnel file unless the employee has had an opportunity to review the materials. The employee shall acknowledge that he/she has had such an opportunity by affixing his/her signature to the material to be filed. However, such signature by the employee shall not indicate his/her concurrence in the contents of such material.

ARTICLE 35: NON-DISCRIMINATION

Section 1. Neither RGH nor the Union will, consistent with existing laws and regulations, discriminate against any nurse because of age, race, creed, sex, national origin, marital status, physical or mental disability, citizenship, color, religion, pregnancy, genetic information or characteristics, gender identity or expression, sexual orientation, familial status, status as a victim of domestic violence, arrest record, conviction record, military status or any other status or characteristic protected by law. The definition of discrimination under this Agreement shall be the same as that under applicable federal and state law.

Section 2. The Union acknowledges that RRH has the legal duty under the Americans with Disabilities Act and New York State Human Rights Law to provide a reasonable accommodation to any qualified individual with a disability, in order to enable the individual to

perform the essential functions of the job in question. Since the making of a reasonable accommodation to a particular individual's disability may require a variation from the provisions of this Agreement in areas such as but not limited to training, probation, work schedules and job duties, the parties agree, subject to confidentiality requirements imposed by law, to meet as necessary to determine if a reasonable accommodation can be made which will enable the individual to perform the essential functions of the job.

Section 3. This Article shall be subject the grievance procedure in this Agreement, but shall not be subject to arbitration.

ARTICLE 36: RAPID RESPONSE TEAM

RGH and the Union support the proposition that an industry best practice, Hospital-wide Rapid Response Team is an important component to address critical and/or unstable patient care needs. Accordingly, RGH agrees to form a 24/7 Rapid Response Team to replace or restructure the ENIT by June 2024. Among other attributes that may be established by the parties, RGH and RUNAP envision a Hospital-Wide Rapid Response Team with members whose primary duties do not involve patient assignment to ensure hospital-wide rapid response coverage by Team members.

ARTICLE 37: NO STRIKE OR LOCKOUT

Section 1. The term “strike” shall include any strike, sympathy strike, picketing (but not including informational picketing), walkout, sit-down, sit-in, slowdown, and any other stoppage or interruption of work.

Section 2. The Union agrees that there shall be no strikes by the Union (including its officers, agents, representatives) or any bargaining unit employees during the term of this Agreement (including any extensions thereof).

Section 3. The Union (including its officers, agents representatives) agrees that it shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike or condone or lend support to any such prohibited conduct or action during the term of this Agreement (including any extensions thereof).

Section 4. Any employee who engages in or participates in a strike in violation of this Article shall be subject to discharge, and only the question of whether or not the employee did in fact engage in or participate in a strike shall be subject to the Grievance and Arbitration provisions of this Agreement if a timely grievance is filed.

Section 5. Should a strike or other violation of this Article occur during the term of this Agreement (including any extensions thereof), the Union shall immediately upon receipt of written notice from RGH take action to bring an immediate end to the strike or other violation of this Article. Such action shall include, but will not be limited to, providing written notice to all employees covered by the terms of this Agreement directing and instructing them to immediately cease the strike or other violation of this Article, and the Union shall provide RGH with a copy of this communication.

Section 6. RGH agrees that it will not lock out employees during the term of this Agreement (including any extensions thereof).

PART VI: GRIEVANCE/ARBITRATION PROCEDURE & DISCIPLINE

ARTICLE 38: GRIEVANCE AND ARBITRATION

A. Definitions and Procedure

Section 1. Procedure: Should any grievance arise as to the interpretation of or alleged violation of the written provisions of this Agreement, the employee or employees affected, or the Union, shall process the grievance in accordance with the following procedure:

Section 2. Computing Time Limitations: Saturdays, Sundays and holidays named in this Agreement shall be excluded from the computation of time limitations under this Article.

Section 3. Written responses by RGH at any step in the grievance process shall be made to the grievant and to a Union Nurse Representative and a Local Union Officer.

Section 4. A grievance that affects a substantial number or class of employees, shall initially be presented in writing within ten (10) days of the event(s) or action(s) giving rise to the dispute, or within ten (10) days of when the event(s) or action(s) were known or should have been known, at Step Three (3) by a Local Union officer and/or a Staff Representative of RUNAP.

B. Grievance Procedure

Section 1. Steps of Grievance Procedure

Preliminary Step. Since it is important that issues should be resolved at the lowest level possible, any employee having a grievance or an issue that may constitute a grievance shall first discuss such matter, with or without a Union Nurse Representative present, with his/her immediate supervisor in an effort to resolve the matter.

Step One (1). When a grievance is not resolved at the Preliminary Step, the employee or employees affected shall reduce the grievance to writing and (i) hand-deliver it to his/her immediate supervisor or manager, and (ii) submit it by email to RGHlaborrelations@rochesterregional.org, within seven (7) days of the event(s) or action(s) giving rise to the dispute or within seven (7) days of when the grievant knew or should have known of the event(s) giving rise to the dispute. The supervisor/manager shall have seven (7) days after the grievance was first presented to answer the grievance in writing. If the answer is not acceptable to the employee, the employee may appeal to Step Two.

Step Two (2). The employee and Union Nurse Representative shall present the written grievance to the employee's Department Manager or his/her authorized representative within five (5) days after the Step One answer was received or was due. The Department Manager or his/her designee shall have five (5) days to meet the employee and Union/Nurse Representative in an attempt to reach a satisfactory settlement and shall provide a written response within five (5) days after such meeting. If no satisfactory settlement is reached, the Union may appeal to Step Three.

Step Three (3). The grievant or Union will submit the written appeal to the designated RGH HR Leader or his/her authorized representative within seven (7) days after the Step Two (2) response was received or was due. The HR Leader or designee(s) shall schedule a meeting with the grievant and the Union Representative within seven (7) days after receipt of the Step Three appeal in order to attempt to reach a satisfactory settlement and shall provide a written decision within seven (7) days after that meeting.

Section 2. The time periods provided for in this Article may be extended by the mutual agreement of the parties. If the Union and/or grievant fails to initiate the grievance process, or to appeal the grievance to the next step, within the time limits set forth in this Article, the grievance will be considered withdrawn, closed and not subject to arbitration; if RGH has answered the grievance in writing prior to such withdrawal/closure, then RGH's last answer shall control the disposition of the grievance. If RGH fails to hold a meeting or answer a grievance within the time limits set forth in this Article this shall be considered a denial of the grievance and shall not be considered RGH's agreement with or acquiescence to the grievance, but the Union may proceed forward to the next step within the stated time frame.

Section 3. Effect of Settlement: The disposition of any grievance at any step of the grievance procedure, or prior to actual receipt of the decision of an arbitrator, by written agreement between RGH and the Union shall be final and binding upon RGH, the Union, and the employee, employees or persons who are involved or affected thereby.

Section 4. Suspension/Discharge: An employee who has been suspended or discharged, and/or the Union on his or her behalf, shall file his/her appeal at Step Three (3) with the designated RGH HR Leader or his/her authorized representative within seven (7) days from the receipt of notice by RGH of the suspension or discharge. The grievance shall then be processed in accordance with Step Three (3) of the grievance procedure.

Section 5. Employer Grievances. A grievance on behalf of the Employer may be presented initially at Step 3 by notice, in writing, addressed to a Union Representative, within seven (7) days of the event(s) or action(s) giving rise to the dispute or within seven (7) days of when the Employer knew or should have known of the event(s) giving rise to the dispute. An Employer grievance not resolved at Step 3 may be appealed to arbitration by RGH as set forth in this Article.

C. Arbitration

Section 1. The Union or RGH may appeal to arbitration a grievance which has not been resolved through the grievance procedure set forth in this Article within thirty (30) days after the Step 3 decision was received or was due by serving a timely written arbitration appeal notice on the designated RGH HR Leader (in the case of a Union appeal) or on the Union Representative (in the case of an Employer appeal) and by commencing arbitration within this time frame in accordance with the procedures of the American Arbitration Association. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association. If the Union (in the case of a Union appeal) or the Employer (in the case of an Employer appeal) fails to appeal to arbitration in a timely manner as required by this Article, that party shall be barred from arbitrating the grievance.

Section 2. The fees and expenses of the American Arbitration Association, for the location for the arbitration, and of the arbitrator shall be borne equally by both parties. RGH and the Union will otherwise be responsible for their own arbitration costs and fees, and the arbitrator shall have no power to award fees or costs to either party in his/her decision/award.

Section 3. No separate grievances may be consolidated or merged before the same arbitrator, except by mutual agreement between the Union and RGH. In the absence of such mutual consent, an arbitrator may not be presented with or rule on more than one grievance.

Section 4. The parties shall have the right to file post-hearing briefs. If one or both parties opt to file a post-hearing brief with the assigned Arbitrator, they will do so within twenty (20) days after the hearing is closed, unless the parties mutually agree to a different time frame with approval of the arbitrator. The parties will jointly request that the Arbitrator's decision be rendered within thirty (30) days after the parties' briefs are filed (or within thirty (30) days after the close of the hearing if both parties opt not to file a post-hearing brief), unless extended by mutual agreement. The award of an Arbitrator hereunder shall be final, conclusive and binding upon RGH, the Union and the employee(s).

Section 5. The Arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in this Article, and he/she shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement. The parties agree that it is the function of the Arbitrator to interpret the Agreement and the facts presented and that he/she shall make and issue decisions only regarding matters expressly submitted to him/her within the written terms of this Agreement. The Arbitrator's power and authority shall be limited to the application and interpretation of this Agreement's written terms, as applied to the subject of the particular grievance involved.

ARTICLE 39: DISCIPLINE

Section 1. RGH shall have the right to discharge, suspend or discipline any employee for just cause.

Section 2. Steps in the disciplinary process may include the following; however, specific circumstances and factors in a particular case (including, but not limited to, the nature of the issue/behavior/conduct, the role held by the employee, the employee's length of service with RGH, whether the conduct involves patient care issues, past performance of the employee and/or past discipline) may impact the sequence of steps or result in steps being bypassed.

Verbal Counseling: Leader will place the employee on notice of the issues and ensure the employee understands the issue and expectations. The conversation should be documented.

Written Warning: A written warning may be utilized when an employee's performance and/or behavior has not improved after verbal counseling or the infraction warrants documentation at the Written Warning level.

Final Written Warning and/or Performance Improvement Plan: If an employee continues to violate policy and/or procedures or continues to experience performance problems, the employee will be given a final written warning and/or Performance Improvement Plan as further indication of a lack of satisfaction with work performed or further infraction of RRH policy.

Termination: If an employee violates RRH policy or procedure or continues to experience performance problems the employee will be terminated.

Section 3. RGH will notify the Union in writing of any discharge or placement on administrative leave within twenty-four (24) hours immediately following the discharge or administrative leave. A nurse who is placed on administrative leave, but returned to work, shall be made whole, including all benefits and seniority, for scheduled work missed while on administrative leave. Situations in which an administrative leave may be appropriate include, but are not limited to, situations involving allegations or investigations involving potential fraud, theft, misuse or diversion of drugs, harassment, violence, patient abuse, a significant deviation from the nursing standard of care, or a nurse that poses a threat to herself or others.

Section 4. When a disciplinary interview is scheduled, a nurse shall have the right to have a (one) Union Nurse Representative present at the meeting. Any Union Nurse Representative attending such a meeting shall not instruct a nurse not to answer questions, not to cooperate, otherwise interfere with the meeting or unreasonably delay the holding of the interview.

The Union Nurse Representative shall have the ability to briefly pause the meeting for a reasonable period of time in order to confer with the employee who is being interviewed. If requested, the nurse shall be given a maximum of twenty-four (24) hours to contact and secure a Union Nurse Representative for the interview. If the nurse declines representation from available Union Nurse Representatives, the interview will proceed without representation. The Union will provide a list of Union Nurse Representatives to the Hospital. The Union will provide an updated list to the Hospital when additional Union Nurse Representatives are added.

Section 5. If a nurse is to receive any disciplinary action, it shall be done in a private setting in order to ensure respect and dignity.

PART VII: OTHER TERMS

ARTICLE 40: SEPARABILITY

This Agreement and its component provisions are subordinate to any present or future laws and regulations.

If any federal or New York law or regulation or the final decision of any federal or New York court or administrative agency affects any provision of this Agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation or decision, but otherwise this agreement will not be affected.

ARTICLE 41: SUCCESSORSHIP

RGH shall provide the union with at least thirty (30) calendar days' prior written notice of any merger, consolidation, sale or other change in RGH ownership.

ARTICLE 42: DURATION

This Agreement shall be in full force and effect for the period commencing October 25, 2023 and ending at 11:59 PM on April 24, 2027.

EXECUTION

Signed by the Employer and the Union.

ROCHESTER GENERAL HOSPITAL

ROCHESTER UNION OF NURSES AND ALLIED PROFESSIONALS

By: Bob McBerano

By: Christa Kulall

Date: March 26, 2024

Date: ~~5/7/24~~ March 7th 2024

[Signature]
March 7, 2024