

## **MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (“MOA”) is made and entered into by and between Rochester General Hospital (“RGH”) and the Rochester Union of Nurses and Allied Professionals (“Union” or “RUNAP”) on behalf of the bargaining unit of RGH employees represented by RUNAP.

**WHEREAS**, RGH and RUNAP have met to negotiate over potential mid-term modifications to Article 31 of the Collective Bargaining Agreement dated October 23, 2023 through April 24, 2027 (“CBA”); and

**WHEREAS**, RGH and RUNAP have agreed to modify Article 31 of the CBA has set forth below;

**NOW, THEREFORE**, in consideration of the foregoing, RGH and the Union agree as follows:

1. Effective on February 28, 2025, the CBA is hereby modified such that Article 31 of the CBA is deleted and replaced with the following:

### **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 available sick time benefit(s) has been fully 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. For the purpose of this article, available sick time benefits will be calculated as the maximum of 56 hours of paid sick time per calendar year under Article 24. Depletion will be defined as available sick time having reached zero (0) hours. Available means accrued sick time that is eligible to be used by the employee at the time of the absence. A sick call partially covered by available paid sick time will be considered excused for up to two times per calendar year. For clarity, an excused absence is defined as one which does not accrue a partial or full occurrence. For the purposes of pay, in both instances, the employee will be paid based on available sick time, not the length of the

scheduled shift. A sick call not covered by any available paid sick time will be considered unexcused, unless covered by leaves of absences allowable under Rochester Regional Health policies and/or otherwise protected by law. Employees who call in sick must use available sick time to cover that absence.

### **Excused Absences**

Excused Absences include: an absence covered by preapproved 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 available sick time benefit(s) has been depleted (unless covered by leaves of absences allowable under RGH policies and/or otherwise protected by law) with the calculation of benefit depletion as defined in the Practice in General section of this article;
- (3) where a pattern of such absence has developed, unless otherwise required by law; or
- (4) 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.

### **Tardiness**

Failure of an employee to be prepared to begin work at their scheduled start time at their designated home unit or their designated temporary assigned work location for the shift.

### **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 wellbeing 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)

Occurrences:

Each Unexcused/Unscheduled Absence is one Occurrence.

Tardiness of five (5) minutes or less is one-third of an occurrence.

Tardiness of six (6) minutes to fifteen (15) minutes is one-half of an occurrence.

Tardiness of sixteen (16) minutes or more is a full occurrence.

In the event of an 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 six (6) month period from the date of the last occurrence: Verbal Written Warning.

Step 2: five (5) Occurrences within a rolling six (6) month period from the date of the last occurrence: Written warning.

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

Step 4: seven (7) Occurrences within a rolling six (6) 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).

Two unplanned, unexpected absences per calendar year will be converted to an excused absence upon reasonable documentation of proof or demonstration of need provided to RGH nursing leadership. Any unused vacation time or floating holiday must be utilized as a part of this excused absence.

**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.

2. RGH agrees to immediately remove any discipline related to Attendance/Tardiness (Article 31) issued since January 1, 2024. RUNAP agrees to withdraw all grievances related to Attendance/Tardiness, as listed below:

- a.
- b.
- c.
- d.
- e.
- f.
- g.
- h.
- i.
- j.
- k.
- l.
- m.
- n.
- o.
- p.
- q.
- r.
- s.
- t.

u.  
v.  
w.  
x.  
y.  
z.  
aa.  
bb.

cc.  
dd.  
ee.  
ff.  
gg.

3. This MOA contains the entire agreement between the parties on the subject matter described in this MOA.

4. Except as expressly modified by this MOA, the CBA remains in effect and unchanged pursuant to its terms.

Dated: February 28, 2025



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Rochester Union of Nurses and Allied  
Professionals

Dated: February 26, 2025



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Rochester General Hospital