AGREEMENT

between

STRONG MEMORIAL HOSPITAL

and

1199SEIU UNITED HEALTHCARE WORKERS EAST

September 30, 2007
through
September 25, 2010
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ARTICLE I
RECOGNITION

1. The Union was certified by the New York State Labor Relations Board May 31, 1974 (Case No. WE-1787) as the sole and exclusive representative for purposes of collective bargaining, and hence covered by this Agreement, of all regular full-time and regular part-time (employed to work regularly more than 1/5 of the regular full-time workweek for the job classification in the department) service Employees employed by the University of Rochester at Strong Memorial Hospital (including Medical Center Schools, Housekeeping) and all present and future locations and facilities under the principal direction and control in Monroe County, N.Y., such as those whose duties are defined by the current classifications, including any working leaders in the classifications listed in Appendix A, excluding Employees listed in paragraph 2 below. The bargaining unit was clarified by the National Labor Relations Board on May 11, 1990 (Case No. 3-UC-309) to include Patient Care Technicians.

2. Not represented by the Union, and hence not covered by this Agreement are confidential employees, administrators, professionals, supervisors, managerial employees, clerical employees (including Unit Clerks and Receptionist Clerks I and II not in Unit Management or in the Inpatient Division Assistants category above), registered nurses, licensed practical nurses, pharmacists, case workers, case aides, therapists, technicians, telephone operators, secretaries, security employees, maintenance employees, powerhouse employees, gift shop employees, all employees in other certified Labor Relations Board Bargaining Units, temporary employees, all University of Rochester students on the student payroll, all other
students whose employment is related to a course of study requiring work training experience, and all part-time employees regularly working a total of 1/5 of the regular full-time workweek or less for the job classification in the department in which they work.

3. Whenever the term "Employee" is used in this Agreement, it shall mean only those persons in the bargaining unit as set forth in Paragraph 1 of this Article and no others.

4. The term "temporary employee" shall mean any individual whose employment is for a period not to exceed six (6) months and is so informed at the time of hire and is for the purpose of meeting staffing shortages, staffing short term projects, and relieving Employee absences or whose employment is irregular and casual. It is understood that the term "temporary employee" applies to an individual employed by the Hospital or by a temporary help agency. The Hospital shall give the Union a monthly inventory of the use of temporary employees, including the name of the temporary employee, the position filled, hours worked and duration of the assignment, and the purpose for using the temporary employee.

5. A temporary employee may be used to fill in for an Employee on leave of absence for a period of up to twelve (12) months. A temporary employee may be used to fill in for an Employee on extended disability for a period of up to eighteen (18) months. In such cases, the Hospital shall notify the Union of the use of the temporary employee and the expected duration of such use at the time of the temporary employee's placement in the position.

6. Work regularly and customarily performed by an Employee shall not be performed by a student employee, supervisor, non-bargaining unit employee or volunteer to the extent that it results in his/her layoff. A position filled by a full-time Employee which becomes open will not be split into two (2) or more part-time positions in order to provide employment for a student employee and no such position shall be filled by student employees, unless it cannot be filled by an Employee on a full-time basis.

ARTICLE II
UNION SECURITY

1. All Employees on the active payroll on 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.

2. All Employees on the active payroll on the effective date of this Agreement who are not members of the Union, shall become members of the Union within thirty (30) days after the effective date of this Agreement.

3. All Employees hired after the execution of this Agreement shall become members of the Union no later than the thirtieth (30th) day following the beginning of such employment and shall thereafter maintain their membership in the Union in good standing as a condition of continuing employment.
4. For the purpose of this Article, any Employee shall be considered a member of the Union in good standing if he/she tenders his/her periodic dues and initiation fee uniformly required as a condition of membership.

5. Subject to Article XXIX (Grievance Procedure), 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 if, during such period, the required dues and initiation fee have not been tendered.

6. The Union agrees that it will indemnify and hold the Hospital harmless from any recovery of damages.

7. At the time a new Employee subject to this Agreement is hired, the Hospital shall deliver to said Employee a written notice that the Hospital recognizes and is in contractual relations with the Union and quoting or paraphrasing the provisions of Article II and III of this Agreement.

ARTICLE III
CHECK-OFF

1. Dues deduction. Upon receipt of a written authorization from an Employee in the form annexed hereto in Appendix E, or in any other form designated by the Union necessary to accommodate any changes in the Union’s dues or initiation fee structure, the Hospital shall, pursuant to such authorization, deduct regular dues and/or initiation fees as established from time to time by the Union from the wages due said Employee. Such deductions shall start no later than the first pay period following the completion of the Employee’s first month of employment and shall be made on a biweekly basis. The initiation fee will be deducted in two (2) monthly installments, the first pay period of the month following completion of probation and the first pay period of the second month following completion of probation.

2. Employees who do not sign written authorizations for deductions must adhere to the same payment procedure by making payments directly to the Union in order to remain a member in good standing.

3. Remittance to the Union. The Hospital shall remit to the Union all deductions for dues and/or initiation fees made from the wages of all Employees on or before the fifteenth (15th) day of the month following the month in which the paycheck was dated from which those dues and initiation fees were deducted. This remittance shall be accompanied by a list of all Employees on whose behalf dues and initiation fees are being paid. Such list shall include, for each Employee, the following information: name of the Hospital, Employee’s name, social security number, job classification, amount of dues remitted, amount of initiation remitted, hours worked, gross pay, and total pay subject to dues deduction. Remittances shall be sent to 1199
4. **Unpaid dues and initiation fees.**
   a. At the written request of the Union made in accordance with the provisions of this section, the Hospital shall deduct from the wages due an affected Employee an amount stated by the Union to be unpaid dues and/or initiation fees. Such a written request for unpaid dues shall be made by the Union no more frequently than twice a year on January 1 and/or July 1. The request shall include the name, social security number, amount of dues and/or amount of initiation to be deducted from the Employee’s wages, and the number of installments by which the total shall be deducted.

   b. With the written request, the Union shall send the Hospital a copy of a letter that has been sent to each listed Employee advising him/her of the Union’s dues and initiation fee policies, the amount of dues or initiation fee owed by the member, an explanation of the computation, and the procedure by which such unpaid dues and/or initiation fees shall be deducted by the Hospital. The letter shall advise the Employee to direct any question on this deduction to the Union. The Hospital shall provide the Union with the name, title, and telephone number of the person to which a request pursuant to this paragraph shall be submitted.

   c. The Hospital shall make the first deduction pursuant to the request no more than thirty (30) days after receipt of the request, and shall remit the deductions on the same schedule as set forth in Paragraph 2 above.

   d. The Hospital shall provide the Union a separate list of all Employees on whose behalf payments pursuant to this paragraph are being made. This list shall include the Employee’s name, social security number, and amount of dues and/or initiation remitted.

   e. The limitation of submission of requests on January 1 and July 1 shall not apply when an Employee is a new hire from whom deduction of dues and/or initiation by the Hospital shall commence immediately upon the Hospital receiving written authorization.

   f. The Hospital shall not be required to attempt to recover unpaid dues or initiation fees from Employees who have terminated employment and received their last wages prior to the receipt of the request.

5. **Political Action Fund.** Upon receipt of a written authorization from an Employee in the form annexed hereto in Appendix F, or in any other form designated by the Union and necessary to accommodate political action deductions, the Hospital shall pursuant to such authorization, deduct from the wages due said Employee each pay period the sum specified in said authorization and remit the funds to the 1199 SEIU Political Action Fund, in the same manner and at the same time as the Hospital shall remit dues and initiation fees as described above. This remittance shall be accompanied by a list of all Employees on whose behalf deductions are being submitted. Such list shall include, for each Employee, the following information: name of the Hospital, Employee’s name, social security number, and amount remitted.

6. **Remittance of dues during absence.** The Hospital shall be relieved from making such “check off” deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed upon leave of
absence, or (e) revocation of the check off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon return of an Employee to work from any of the foregoing enumerated absences in sections (b) through (d), the Hospital will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by Paragraph 1 above. This provision, however, shall not relieve any Employee of the obligation to make the required dues and initiation payment pursuant to the Union constitution in order to remain a member in good standing of the Union.

7. **No Remittance of dues.** The Hospital shall not be obliged to make deductions of any kind from any Employee who, during any dues period involved, shall have failed to receive sufficient wages to equal the dues deduction.

8. **Provision of seniority list.** The Hospital agrees to furnish the Union each month, within fifteen (15) days after the end of the month, a listing in order of social security numbers of the names of all bargaining unit Employees paid at any time in the prior month, their addresses, social security numbers, classifications of work, their date of hire, and if terminated during the month, their date of termination; and the names of bargaining unit Employees on leaves of absence together with their beginning dates of leave of absence and type of leave. The Hospital agrees to include the names of newly hired Employees (including employees transferred into the bargaining unit), their addresses, social security numbers, classifications of work, their dates of hire.

9. **Indemnification.** It is specifically agreed that the Hospital assumes no obligation, financial or otherwise arising out of compliance with the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Hospital harmless from any claims, actions, or proceedings by any Employee arising from deductions made by the Hospital hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

10. **Electronic transmission of data.** The Hospital and the Union agree to meet and discuss the feasibility of electronic transmission of data. If feasible, the Hospital will transmit data required under this Article by electronic transmission.

**ARTICLE IV**

**NO DISCRIMINATION**

1. Neither the Hospital nor the Union shall discriminate against or in favor of any Employee on account of race, color, creed, national origin, political belief, sex, age, handicap, disability, marital status, sexual orientation, and Vietnam era veteran or disabled veteran status.

**ARTICLE V**

**UNION ACTIVITY**

1. Except as provided in Article XXIX (Grievance Procedure) and Article XXX
(Arbitration), no Employee shall engage in any Union activity, including the distribution of literature, during his/her working time or in working areas of the Hospital.

2. The Union shall, by its President or his/her designee, give written notice to the Hospital of the names of its duly authorized Unit Officers, Chief Delegates, Delegates and Alternate Delegates including the area, classification(s), department(s), or shift(s) they represent and any changes that may occur. An Alternate Delegate is one who serves in the absence of a regular Delegate. If the Delegate for the area is present, he/she shall represent the Employees in that area. A Delegate may be assisted in representing Employees by the appropriate Unit Officer, Chief Delegate or by another Delegate designated by the Unit Officer, Chief Delegate or Union Representative. The Hospital will not unreasonably deny requests for such assistance.

3. Unit Officers, Chief Delegates and Delegates will be provided necessary time off from their assigned schedules of work, without loss of pay, while directly involved in the manner provided in the grievance procedure. In addition, the Unit Officer, Chief Delegate or Delegate shall advise his/her supervisor of a request for the investigation of a grievance prior to the initial step grievance meeting and, if necessary, make arrangements with the appropriate supervisor in order to meet with the Employee on the Employee's work time. The Unit Officer, Chief Delegate or Delegate will report back to his/her supervisor when his/her part in the investigation has been completed.

4. Employees elected as Unit Officers, Chief Delegates, Delegates, Executive Council members and Officers shall be excused without pay to permit attendance at the regular once-a-month Area Assembly meeting providing Hospital operations shall not be impaired. The Union shall provide the Hospital, at least two (2) weeks in advance, a written notice of the date and time of the regular Area Assembly and the names of Employees required to attend. Unit Officers, Chief Delegates, Delegates, Executive Council members and Officers may be excused without pay to attend special Area Assemblies upon written request of the Union at least five (5) days in advance. At the Employee’s option, such excused time referenced above may be covered with vacation credit. In addition, Employees elected as Union Officers or Executive Council members shall be excused without pay to permit attendance at the periodic Executive Council meeting. The same limitations and notification requirements listed above that apply to Unit Officers, Chief Delegates and Delegates, and Area Assembly meetings shall apply to Officers and Executive Council members. The Union shall give notice to the Hospital of the names of its Officers and Executive Council members who are Employees of the Hospital.

5. Unit Officers, Chief Delegates, Delegates will be provided necessary time off from their assigned schedules of work, without loss of pay, to attend the once-a-month meeting of Unit Officers, Chief Delegates and Delegates who work at the Hospital. No Unit Officer, Chief Delegate nor Delegate shall be entitled to more than one and one-half (1 ½) hours of paid release time per month to attend such meetings. Paid release time not used shall not accumulate. The Union shall provide the Hospital written notice at least two (2) weeks in advance of the date and time of such Unit Officer, Chief Delegate and Delegate meetings as well as the names of the Employees required to attend. The Hospital shall be invited by the Union on a quarterly basis
(once every three (3) months) to present information of mutual interest at these meetings.

6. A representative of the Union shall have reasonable access to the Hospital for the purpose of conferring with the Hospital, Unit Officers, Chief Delegates, Delegates and/or Employees, and for the purpose of administering the terms of this Agreement. Where the Union representative finds it necessary to enter the Hospital for the purpose of conferring with a Unit Officer, Chief Delegate, Delegate or Employee on work time he/she shall first make arrangements with the Office of Human Resources. All visits shall be in non-working areas and shall not interfere with operations of the Hospital. For the purposes of this paragraph examples of non-working areas include such areas as snack bars, dining rooms, building lobbies, and staff lounges. Examples of working areas include such areas as laboratories, kitchens, shops, and patient care areas.

7. The employer shall provide exclusive space on designated Hospital Bulletin Boards which shall be used for the purpose of posting proper Union notices, such as Union meetings, elections, and the like. Such Bulletin Boards shall be placed at places readily accessible to workers in the course of employment. See Appendix D-Bulletin Board Locations.

8. The Hospital agrees to grant Union Delegates paid release time from their regular schedule of work in order to attend Union training seminars and conferences, provided Hospital operations are not impaired. The maximum total of such hours of paid release time for Delegates shall not exceed two-hundred (200) hours in a contract year. Unused paid release time shall not carry over from one contract year to another. Requests for the use of such paid release time shall be made at least two (2) weeks in advance of the date and time of the training event. Such requests shall be made by the Union to the Labor Relations Office. It is understood that Delegates may continue to use vacation time to cover excused time off for Union training events in addition to the paid release time for training events referenced above.

9. The practice of Union and National Benefit Fund representatives (including Unit Officers, Chief Delegates and Delegates) participating in the orientation program for newly hired Employees shall be continued on the same basis as existed at the effective date of this Agreement.

ARTICLE VI
PROBATIONARY EMPLOYEES

1. Newly hired Employees will be considered probationary for a period of four (4) months from the date of employment. However, prior to the end of the probationary period, the Hospital will discuss the performance of the probationary Employee with the Employee and may extend the probationary period one thirty (30) day period if the Employee fails to make progress normally expected. Extension rights shall not be abused and notice to the Union of the extension is required.

2. Where a new Employee being trained for a job spends less than fifty percent (50%) of
his/her time performing duties characteristic of the job, only such time on the job shall be counted as employment for purposes of computing the probationary period.

3. During or at the end of the probationary period, the Hospital may discharge any such Employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement. The Hospital will discuss the probationary Employee's performance with him/her prior to such discharge.

ARTICLE VII
SENIORITY

1. Definition.
Seniority is defined as the length of time an Employee has been continuously employed in any capacity in the University.

2. Accrual.
(a) An Employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her last hire.
(b) Seniority shall accrue during a continuous authorized leave of absence without pay provided the Employee returns to work immediately following the expiration of such leave of absence, during absences with pay, and during a period of continuous layoff.
(c) Temporary employees as defined in Article I, paragraph 4, shall have no seniority during the time they occupy the status of temporary employees, but should any temporary employee be continuously employed in the same department in the same classification for more than the six (6) months (or extended period with Union consent) provided in Article I (i.e., become a regular Employee) or should any such temporary employee become a regular Employee in the same department and classification, then his/her seniority shall be retroactive to the date of temporary employment and that period of temporary employment will be counted towards completion of his/her probationary period. If at the time of transfer, the temporary employee has less than sixty (60) days left of the probationary period, his/her probationary period will be extended to equal sixty (60) days. It is understood that a temporary employee who has had a short break in his/her employment of less than fourteen (14) calendar days immediately prior to being placed on the rolls as a regular Employee shall be considered to have been continuously employed. Should any temporary employee become a regular Employee in a different department and/or in a different classification his/her seniority shall be retroactive to the date of temporary employment, but only after completion of his/her probationary period.

The retroactive adjustment of seniority will not result in retroactive eligibility for any wage or benefit provisions of this Agreement.

3. Loss of Seniority.
An Employee's seniority shall be lost and he/she shall no longer be an Employee when he/she:
(a) Terminates voluntarily.
(b) Retires.
(c) Is discharged for cause.
(d) Fails to return from an official leave of absence unless failure to return is due to circumstances beyond the control of the Employee.
(e) Is laid off for a period of six (6) consecutive months.
(f) Fails to return to work on a recall from layoff within seven (7) calendar days after the Hospital has sent notice to him/her by letter or telegram to the last address furnished to the Hospital by the Employee, unless the Employee has a valid reason for failure to return.
(g) Is absent from work for three (3) consecutive days without notifying the Hospital, except when failure to notify and work is due to circumstances beyond the control of the Employee.

4. Application.
Seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement and in layoffs and recalls.

5. Layoff.
In applying the procedures of paragraph 5 (Layoff) and 6 (Recall), ability to perform the work means needing only a normal orientation to become acquainted with those aspects of the position that the Employee could not know, as distinguished from training or learning the skills needed for the position. It is understood that this definition will not be used to circumvent the provisions of paragraphs 5 and 6 of this Article and that in applying the definition "vacancies" will be treated with more flexibility than "replacements."

(a) In the event of a layoff from a job classification within a department, or a subdivision of a department, probationary Employees within that job classification shall be laid off first without regard to their individual periods of employment. Non-probationary Employees shall be the next to be laid off on the basis of their seniority with the least senior being removed first. For purposes of this Paragraph, the subdivisions of the Nursing Service Department shall be Obstetrics, Pediatrics, Psychiatry, Emergency, Ambulatory, and Adult Services.
(b) In the event an Employee is scheduled to be laid off, he/she will be transferred, conditioned upon ability to perform the work available, in the following order of priority:
   (1) To a vacancy, if any, in the same classification in another department or a subdivision of his/her own department;
   (2) To replace an Employee with less seniority, if any, in the same classification in another department or a subdivision of his/her own department;
   (3) To a vacancy, if any, in another classification in the same pay grade;
   (4) To replace an Employee with less seniority, if any, in another classification in the same pay grade;
   (5) To a vacancy, if any, in a classification assigned to the next lower pay grade within the department;
   (6) To replace an Employee with less seniority, if any, in a classification assigned to the next lower pay grade within the department.
   (7) To a vacancy, if any, in a classification assigned to the next lower pay grade in another department;
   (8) To replace an Employee with less seniority, if any, in a classification assigned to the
next lower pay grade in another department.

(c) An Employee not transferred as provided in 5 (b) above shall have the procedure set forth in 5 (b)-(5), (6), (7), and (8) above applied to the classifications assigned to each succeeding next lower pay grade until he/she is transferred or laid off.

(d) The procedure set forth in 5 (b) and 5 (c) above shall be applied for each Employee who is replaced as a result of the application of 5 (b) and (c).

(e) In the event an Employee is scheduled to be laid off for a period which is not expected to exceed six (6) months the procedure set forth in 5(b)-(1), (3), (5), (7), and 5(c) above as to vacancies shall be applied, or if there are no vacancies the procedures set forth in 5(b)-(2), (4), (6) (8), and 5(c) as to replacing an Employee with less seniority shall be applied if the layoff is expected to exceed five (5) work days. In the event of a layoff for a period expected to be five (5) days or less, if there are no vacancies, an Employee subject to layoff will have the option of replacing the least senior Employee in the bargaining unit or he/she shall be laid off. When low patient census forces a reduction of the workforce for a period of less than five (5) days and no other work can be found in any classification for which the Employee has the ability to perform, individuals volunteering to take time off will be sought; the time off can be covered with vacation accruals or may be taken at no pay, at the Employee’s option. If no volunteers are identified, the least senior Employee in the affected classification on the nursing service or department will be laid off, providing no Employee shall be adversely impacted more than five (5) days in a calendar year.

(f) An Employee scheduled to be laid off shall not be required to fill a vacancy with fewer than his/her present hours of work but may choose instead to replace a less senior Employee in accordance with the procedures set forth above. In applying the procedures set forth above, a laid off or replaced full-time Employee shall be transferred to either a full-time position or, at the Employee’s option, to a part-time position. A laid off or replaced part-time Employee shall be transferred to either a part-time position, or at the Employee’s option, to a full-time position.

(g) An Employee scheduled to be laid off shall not be required to fill a vacancy with fewer than his/her present hours of work but may choose instead to replace a less senior Employee in accordance with the procedures set forth above. In applying the procedures set forth above, a laid off or replaced full-time Employee shall be transferred to either a full-time position or, at the Employee’s option, to a part-time position. A laid off or replaced part-time Employee shall be transferred to either a part-time position, or at the Employee’s option, to a full-time position.

(h) In applying the procedures set forth in paragraph 5 (a) only, above, non-probationary Employees affected will, when circumstances permit advance notice, be given two (2) weeks advance notice in writing prior to the effective date of their removal, including the date of their interview in the Human Resources Department to discuss the layoff and the possibility of transfer. When circumstances permit such advance notice, the Union will be notified seventy-two (72) hours before any Employee notice. When circumstances permit such advance notice, the Union will be notified at least thirty (30) days in advance of any layoff of Employee(s) which may result from a reorganization. Notices to the Union will include relevant information about the factors involved in the layoff. The Union shall have the opportunity to meet with the Hospital and discuss the layoff and relevant information pertaining to it. Such meetings will be arranged between the Union Representative and the administrator of the Hospital or his/her designee. Unit Officers, Chief Delegates and Delegates, not to exceed three (3), will not lose pay when excused from their regular work schedule to attend such meetings.

(i) In applying the procedures set forth above, a laid off or replaced Employee who is
being transferred to a position with a work schedule starting at a time four (4) or more hours
different from the work schedule from which he/she was originally removed, shall have twenty-
four (24) hours from the time of the interview to accept the transfer.

6. Recall.
   (a) When a vacancy occurs, Employees who have been laid off or transferred as a result
of the application of paragraph 5 above, shall be recalled to work conditioned upon ability to
perform the work available, in accordance with the reverse application of the layoff procedure.
An Employee has recall rights for the twenty-four (24) month period subsequent to the effective
date of the layoff.
   (b) Probationary Employees who have been laid off are terminated and have no recall
privileges.
   (c) A part-time Employee on layoff shall have recall rights to a full-time position only if
he/she is willing to work the required full-time schedule of hours.
   (d) Employees recalled or transferred to a shift other than the one in which they were
working will have the option to be reassigned in accordance with seniority to their former shift
when a vacancy occurs.
   (e) Employees transferred by the Hospital to fill vacancies on another shift or in another
position in the same classification will be transferred in accordance with seniority provided that it
will not adversely affect the operation of the Hospital.

7. Transfers.
   (a) Definitions:
   A promotion is a transfer to other than a temporary opening in another classification in a
higher paygrade.
   A demotion is a transfer to other than a temporary opening in another classification in a
lower paygrade.
   A lateral transfer is a transfer to other than a temporary opening in any classification in
the same paygrade.
   A position or shift change is a transfer to other than a temporary opening within the same
classification in a different work area, shift, or work schedule.
   For the purposes of this paragraph, promotions, demotions, lateral transfers, position and
shift changes will be considered as transfers, unless specifically referred to otherwise.
   (b) Employees who wish to be considered for a position or shift change may submit a
request for transfer to the office designated by the Hospital. The request must specify the shift
and/or work schedule, and should specify the location of the position requested. Such requests
will be kept on file for six (6) months.
   (c) Notice of all vacant positions will be posted Hospital-wide. In making a transfer, the
Hospital shall post the notice of each vacancy on the bulletin boards designated for that purpose
for a period of at least three (3) weekdays (excluding holidays) and one (1) day on the weekend
(except in an emergency case where the Hospital determines that the position must be filled
immediately) before the vacancy is filled. In posting a vacancy which may require shift rotation,
in addition to the usual information about the job position, the posting shall also note the primary
shift(s) to be worked, if there is one.
(d) Employees with seniority and the ability to do the work who wish to be considered shall request consideration in writing. Bids received by the Friday of the week after the start of the posting period will be considered timely.

(e) The Hospital shall transfer the Employee with the greatest seniority who has requested consideration (including Employees subject to layoff or transfer under the provisions of paragraph 5 above, and including Employees who had filed position or shift change requests prior to the posting period), unless as between or among such Employees there is an appreciable difference in their ability to do the work. In determining ability to do the work, the Hospital may consider the Employee's past work performance.

(f) An Employee who is transferred within the same classification to a different department shall serve a probationary period of three (3) months. An Employee who is transferred into a different job classification (either voluntarily or due to a layoff, except in cases of involuntary job title change or upgrade) shall serve a probationary period of four (4) months. If an Employee is removed from the new job during the probationary period, he/she shall be returned to the classification and department from which he/she was transferred without loss of seniority or other benefits, excepting that if he/she is discharged, his/her rights shall be subject to Article XXVII (Discipline) of this Agreement.

(g) A newly hired Employee or one who has been transferred under the provisions of this paragraph need not be considered for subsequent transfer during the six (6) month period following the date of hire or the transfer.

(h) In the event that an Employee is returned during his/her probationary period to the classification from which he/she was transferred, the Hospital may consider other Employees who requested consideration before posting again.

8. Return to Bargaining Unit.

A Hospital staff member who has performed the type of work now performed by Employees in the bargaining unit who is or was transferred out of the unit, may be returned by the Hospital to the unit. In such a case, the return shall be to a vacancy filled in accordance with Paragraph 7 above. The returning staff member may be considered as an Employee of the department in which he/she last worked while in the bargaining unit for purposes of filling such vacancies. If no vacancies exist, the returning staff member may replace an Employee in the same classification in which he/she formerly worked provided the returning staff member does so within the first year of transferring out of the unit. For purposes of this section, only the seniority which the returning staff member had at the time he/she left the unit will be considered.


The Hospital will provide to the Union an Employee seniority list by department and a unit-wide alphabetic list showing seniority dates twice each year, in April and October. Any dispute or complaints concerning the seniority list shall be governed by the Grievance Procedure, Article XXIX, if presented within the time limits provided in Step 2.

10. Transfer to Campus.

(a) When a vacancy other than a temporary opening occurs in the Campus service employees' bargaining unit, Employees in this bargaining unit who have requested consideration
for transfer to the Campus in writing, will be considered after Campus employees, but before outside applicants for hire. In the event of a transfer to such a Campus vacancy, University service and accrued vacation and sick time will carry over. Upon transferring to Campus vacancies, Employees' wage rates shall be in accordance with sections 6, 7, or 8, as the case may be, of Article VIII (Wages) of the Campus Agreement.

(b) In the event an Employee with seniority is laid off because of temporary discontinuance of operations, such an Employee will be considered for temporary transfer to temporary openings in classifications in the Campus service employees' bargaining unit, if any, before outside applicants for hire. An Employee transferred under this provision does not become a temporary employee. He/she will be considered a regular Employee in the bargaining unit defined in Article I, above, and his/her rate of pay will be maintained during the period of such transfer provided it is within the pay range for the classification on the Campus. He/she will be paid the probationary rate if his/her rate was below the pay range for the classification, and the job rate if his/her rate was above the job rate for the classification.

(c) In order that Employees may be aware of and have the opportunity to apply for job vacancies in the Campus Service Employees Bargaining Unit, the Hospital agrees to post such vacancies on the bulletin boards designated for Hospital 1199 use.

11. Employees who are not physically able or do not have the ability to perform the full range of work following the revision of duties assigned to their position will be transferred under the provisions of section 5 of this Article.

12. For purposes of paragraphs 5, 6, 7, and 8 above, all areas within Food and Nutrition (Kitchen, Cafeteria, Patient Areas) will be considered one department.

**ARTICLE VIII**

**WAGES**

1. Wages shall be paid in accordance with the wage schedules and provisions as set forth in Appendix C.

2. The pay grade assigned to each existing classification as set forth in Appendix A and the pay grade assigned to each new or changed classification shall remain in effect during the term of this Agreement unless the job content of a classification is substantially changed.

3. Whenever the phrase "regular pay" is used in this Agreement, it shall include shift differentials but not overtime premium.

4. When an employee is transferred on a temporary basis to a classification in a higher pay grade for at least three (3) hours during his/her shift and in increments of no less than one (1) hour, he/she shall be paid the rate for that classification as set forth in Appendix C (according to his/her current step-start rate, Step 1 rate, job rate, 2 year rate, or 18 year rate), or his/her current rate, whichever is higher, during the period of these transfers.
5. When an Employee is transferred on a temporary basis to a classification in a lower pay grade, his/her rate shall be maintained.

6. a. When an Employee with a seniority date before April 3, 2005 is transferred on a regular basis to a classification in a higher pay grade, his/her rate shall be as set forth in Appendix C as determined in the following manner:
   (1) if his/her current rate is less than the start rate for the new classification, his/her rate shall be increased to the start rate.
   (2) if his/her current rate equals or exceeds the start rate but is less than the Step 1 rate of the new classification, his/her rate shall be increased to the Step 1 rate.
   (3) if his/her current rate equals or exceeds the Step 1 rate but is less than the job rate of the new classification, his/her rate shall be increased to the job rate.
   (4) if his/her rate equals or exceeds the job rate but is less than the 2 year rate of the new classification, and the Employee has two (2) or more years of seniority, his/her rate shall be increased to the 2 year rate.
   (5) if his/her rate equals or exceeds the 2 year rate but is less than the 18 year rate of the new classification, and the Employee has eighteen (18) or more years of seniority, his/her rate shall be increased to the 18 year rate.

6. b. When an Employee with a seniority date on or after April 3, 2005 is transferred on a regular basis to a classification in a higher pay grade, his/her rate shall be as set forth in Appendix C as determined in the following manner:
   (1) if his/her current rate is less than the start rate for the new classification, his/her rate shall be increased to the start rate.
   (2) if his/her current rate equals or exceeds the start rate but is less than the Step 1 rate of the new classification, his/her rate shall be increased to the Step 1 rate.
   (3) if his/her current rate equals or exceeds the Step 1 rate but is less than the job rate of the new classification, his/her rate shall be increased to the job rate.
   (4) if his/her rate equals or exceeds the job rate but is less than the 2 year rate of the new classification, and the Employee has two (2) or more years of seniority, his/her rate shall be increased to the 2 year rate.
   (5) if his/her rate equals or exceeds the 2 year rate but is less than the 5 year rate of the new classification, and the Employee has five (5) or more years of seniority, his/her rate shall be increased to the 5 year rate.
   (6) if his/her rate equals or exceeds the 5 year rate but is less than the 9 year rate of the new classification, and the Employee has nine (9) or more years of seniority, his/her rate shall be increased to the 9 year rate.
   (7) if his/her rate equals or exceeds the 9 year rate but is less than the 18 year rate of the new classification, and the Employee has eighteen (18) or more years of seniority, his/her rate shall be increased to the 18 year rate.

7. a. When an Employee with a seniority date before April 3, 2005 is transferred on a regular basis to a different classification in the same pay grade, his/her rate shall be maintained. If the transfer occurs before the Employee has reached the Step 1 rate, job rate, 2 year rate, or 18
year rate, when he/she has completed the time required for that pay grade, he/she shall be paid the Step 1, job rate, 2 year rate, or 18 year rate.

7. b. When an Employee with a seniority date on or after April 3, 2005 is transferred on a regular basis to a different classification in the same pay grade, his/her rate shall be maintained. If the transfer occurs before the Employee has reached the Step 1 rate, job rate, 2 year rate, 5 year rate, 9 year rate, or 18 year rate, when he/she has completed the time required for that pay grade, he/she shall be paid the Step 1, job rate, 2 year rate, 5 year rate, 9 year rate, or 18 year rate.

8. a. When an Employee with a seniority date before April 3, 2005 is transferred on a regular basis to a classification in a lower pay grade, his/her rate shall be as set forth in Appendix C as determined in the following manner:

1) if he/she is at the start rate, he/she will receive the start rate for the lower pay grade job;
2) if he/she is at the Step 1 rate, he/she will receive the Step 1 rate for the lower pay grade job;
3) if he/she is at the job rate, he/she will receive the job rate for the lower pay grade job;
4) if he/she is at the 2 year rate, he/she shall receive the 2 year rate for the lower pay grade job;
5) if he/she is at the 18 year rate, he/she shall receive the 18 year rate for the lower pay grade job.

The time worked in the higher pay grade will count towards fulfilling the requirements of Appendix C for attaining the Step 1, job rate, 2 year rate, and 18 year rate.

8. b. When an Employee with a seniority date on or after April 3, 2005 is transferred on a regular basis to a classification in a lower pay grade, his/her rate shall be as set forth in Appendix C as determined in the following manner:

1) if he/she is at the start rate, he/she will receive the start rate for the lower pay grade job;
2) if he/she is at the Step 1 rate, he/she will receive the Step 1 rate for the lower pay grade job;
3) if he/she is at the job rate, he/she will receive the job rate for the lower pay grade job;
4) if he/she is at the 2 year rate, he/she shall receive the 2 year rate for the lower pay grade job;
5) if he/she is at the 5 year rate, he/she shall receive the 5 year rate for the lower pay grade job;
6) if he/she is at the 9 year rate, he/she shall receive the 9 year rate for the lower pay grade job;
7) if he/she is at the 18 year rate, he/she shall receive the 18 year rate for the lower pay grade job.

The time worked in the higher pay grade will count towards fulfilling the requirements of Appendix C for attaining the Step 1, job rate, 2 year rate, 5 year rate, 9 year rate, and 18 year rate.
9. In implementing rate changes during the life of this Agreement, for changes of status occurring in the first half of the pay period, rate changes will be effective at the start of that pay period, and for all rate changes occurring in the second half of the pay period, rate changes will be effective at the start of the following pay period.

**ARTICLE IX**
**WORK SCHEDULE**

1. The regular schedule of work for all full-time Employees shall normally consist of five (5) days of 7, 71/2, or 8 hours per day or, if mutually agreed by the Union and the Hospital, four (4) days of ten (10) hours per day, based upon the number of hours regularly worked in their classification in their department as of the effective date of this Agreement. Further, if mutually agreed upon by the Union and the Hospital, the Hospital may schedule full-time Employees to work alternate work schedules which may include twelve (12) hour shifts (as in the case of Patient Care Technicians). Employees will normally be scheduled to receive a minimum of two (2) days off in each calendar week.

2. The Hospital will not normally schedule Employees to work more than seven (7) consecutive days.

3. Lunch periods shall be scheduled as to time and duration by the Hospital. Lunch periods of less than thirty (30) minutes shall be paid and the present thirty (30) minute paid lunch periods shall be continued for the Employees in the classification, shift and department where they exist at the execution of this Agreement, but not for new Employees.

4. Employees shall be entitled to a rest period of not more than 15 minutes for each 31/2 to 4 hours of work. Rest periods shall be assigned by the Hospital and shall be taken at a time and place in a manner which does not interfere with the efficiency of the Hospital. The rest period is intended to be a recess to be preceded and followed by a period of work. A rest period may not be used to cover an Employee's late arrival to work or early departure or to extend a lunch period. A rest period may not be regarded as accumulative if not taken.

5. Employees required to change clothes or pick up or return keys or equipment on Hospital premises shall be afforded a reasonable amount of time for these duties.

6. On-call Employees who work in Division 5 departments who are required by the Hospital to leave word as to where they may be reached while off Hospital premises shall receive $16.00 for 8 through 11 hours on-call or $24.00 for 12 through 24 hours on-call. On-call Employees who work in other departments who are required by the Hospital to leave word as to where they may be reached while off Hospital premises shall receive $12.50 for 8 through 11 hours on-call or $18.50 for 12 through 24 hours on-call.

7. An Employee called back to work after he/she has left the premises shall receive overtime pay as set forth in Article X for the time worked or a minimum of four (4) hours pay at
his/her hourly rate, whichever amount is greater. This will not apply to Employees who are called in to begin work prior to the start of their shift.

8. An Employee on-call as provided in paragraph 6 above, who is called back to work as provided in paragraph 7 above, shall receive either the on-call pay or the call-back pay whichever is greater, but not both.

9. An Employee called in to work a shift that he/she was not otherwise scheduled to work shall be guaranteed a full shift, unless the Employee is otherwise notified at the time of the call-in.

10. The Hospital understands that weekend scheduling is an item of concern to Employees and will endeavor to schedule every other weekend off for full-time Employees who are not on such schedule. The Hospital has no intention of decreasing the present number of weekends off in classifications and departments as presently practiced unless such changes are necessary to meet changed operational needs.

ARTICLE X
OVERTIME

1. Employees shall be paid one and one-half (1 1/2) times their regular pay for authorized time worked in excess of forty (40) hours in a calendar week.

2. Paid absence on a scheduled work day for legal holidays, vacation, jury duty, death in the family, and sick leave will not be considered as time worked for the purpose of calculating overtime.

3. Overtime and extra time shall be distributed as equitably as practicable among Employees in the same classification and in the same department or subdivision of a department in the following manner: The overtime shall first be offered to Employees in the order of their seniority. In the event no Employee accepts the overtime, the Hospital may assign the overtime in the reverse order of seniority. In this connection the Hospital need not call in an Employee to work rather than extend the shift of an Employee already at work. Employees shall be required to work overtime when necessary for the proper operation of the Hospital. The Hospital will assign overtime as promptly as practicable after the need is known, providing not less than one (1) hour notice when circumstances permit. The Hospital shall state the reason why such overtime is being assigned at the time notice is given. It is understood that a department with subdivisions shall make efforts to offer overtime to volunteering Employees in other subdivisions before assigning involuntary overtime in a particular subdivision. For purposes of this Paragraph, the subdivisions of the Nursing Service Department shall be Obstetrics, Pediatrics, Psychiatry, Emergency, Ambulatory, and Adult Services: Neurology and Musculoskeletal (Units 5-1200, 5-1600, 5-3400, and 5-3600), General Medicine and Surgery (Units 6-1200, 6-1400, 6-1600, and 6-3600), Cardiovascular (Units 7-1200, 7-1400, 7-1600, 7-3400, and 7-3600), Oncology (Units 5-1400, 6-3400, 7-1400, and 8-1200), and Critical Care (8-1400, 8-1600, 8-3400, and 8-3600).
4. No Employee will normally be required to work more than two (2) consecutive shifts.

5. For purposes of this Article, calendar week means seven (7) consecutive calendar days beginning on the appropriate day breaker of an Employee’s position.

ARTICLE XI
SHIFT DIFFERENTIAL

Employees working on shifts which include four (4) or more hours of work between 6 p.m. and 11 p.m. or later will receive a shift differential of 75¢ per hour worked. Employees working on shifts which include four (4) or more hours of work between 11 p.m. and 7 a.m. will receive a shift differential of $1.00 per hour worked.

ARTICLE XII
HOLIDAYS

1. Legal Holidays.
   (a) Employees are entitled to the following legal holidays within each calendar year: New Year's Day, Martin Luther King, Jr.’s Birthday (state and federal holiday, observed on the third Monday in January), Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
   (b) For those Employees who work a Monday through Friday week, a holiday which falls on Saturday is observed on the preceding Friday, and a holiday which falls on a Sunday is observed on the following Monday. For those Employees who work some other standard workweek, the New Year's holiday is January 1; the Independence Day holiday is July 4; and the Christmas holiday is December 25.
   (c) When a holiday is observed on an Employee’s normally scheduled day of work and he/she is not required to work, an Employee eligible for holiday pay will receive one-fifth (1/5) of his/her standard weekly work hours multiplied by his/her regular pay.

2. The Friday after Thanksgiving shall be considered a designated “off-day” in departments which are closed on this day. Employees will be scheduled in accordance with Hospital scheduling for a legal holiday. An Employee who is not required to work on this day shall have the option of using a vacation day for this day or receiving no pay for this day.

3. Employees required to work on a legal holiday shall receive their regular rate of pay for hours worked plus holiday premium pay. The Hospital shall have the right to require any Employee to work on any of the holidays specified, however the Hospital agrees to distribute holidays off on an equitable basis. A holiday allowance equal to excused hours off on a holiday multiplied by the regular pay shall be paid Employees who are required to work fewer than their normal hours on the holiday.

4. If a legal holiday occurs during an Employee's vacation, he/she shall receive holiday
pay and will not have the time off charged against his/her vacation.

5. In order to be eligible for holiday pay an Employee must work his/her last scheduled work day prior to and his/her first scheduled work day following the holiday, unless his/her failure to work is excused because of personal illness or injury or other circumstances beyond the control of the Employee.

6. When an Employee is absent from work due to an approved workers’ compensation or disability claim, workers’ compensation and disability pay supersedes holiday pay.

ARTICLE XIII
VACATION

1. Full-time and regular part-time Employees are eligible upon completion of one (1) or more years of seniority for paid vacations as follows:

<table>
<thead>
<tr>
<th>Days of Seniority</th>
<th>Annual Vacation</th>
</tr>
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<tbody>
<tr>
<td>1 through 3 years</td>
<td>15</td>
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<tr>
<td>4 years</td>
<td>16</td>
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<td>5 years</td>
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<tr>
<td>13-17 years</td>
<td>25</td>
</tr>
<tr>
<td>18-22 years</td>
<td>27</td>
</tr>
<tr>
<td>23 years and over</td>
<td>30</td>
</tr>
</tbody>
</table>

Vacation days accrue each pay period at the rate of 1/26 of the annual days shown above. Vacation does not accrue during periods covered by the Sick Leave Plan for Short-term Disability or the Long-term Disability Plan.

<table>
<thead>
<tr>
<th>Hours of Vacation Credited Per Pay Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Days of Annual Vacation</td>
</tr>
<tr>
<td>For Employees With Standard Weekly Work Hours = 40</td>
</tr>
</tbody>
</table>

15 days ..............................................4.62 hours
2. A "day" of vacation pay means 1/5 the Employee's standard weekly work hours multiplied by his/her regular pay.

3. An Employee with at least a year of seniority whose employment is terminated for any reason shall receive pay in lieu of accrued but unused vacation credit.

4. An Employee who has six (6) months but less than one (1) year of seniority will be granted an advance of up to seven and one-half (7 1/2) of the fifteen (15) days of vacation which would otherwise be available on completion of a year of seniority.

5. At the end of the calendar year, an amount of earned but unused vacation credit not to exceed one (1) year’s annual accrual (as shown on the schedule in Paragraph 1 above) will be carried forward to the next year. At the beginning of the first full pay period of each January, the maximum unused vacation credit which can be accumulated in an Employee’s bank is an amount equal to the Employee’s then current annual vacation entitlement. Additional vacation will continue to be earned on a biweekly basis throughout the year. However, the maximum accumulated vacation that will be paid to an Employee upon termination shall not exceed one (1) year’s accrual. Pay stubs will show accrued vacation in hours. This maximum accrual (cap) will be applied to the total accrual at the end of the calendar year.

6. **Scheduling:** Vacation schedules shall be established taking into account the wishes of the Employees and the needs of the Hospital. Where there is conflict of choice of vacation time among Employees, seniority shall prevail. Where an Employee is scheduled to take a full week or more of vacation, the Hospital will endeavor to schedule the weekend immediately preceding and the weekend immediately following his/her vacation off. The Hospital will continue to endeavor to schedule two (2) consecutive weeks of vacation during the summer months (May-September) for all Employees who request it.

7. Fractions of a vacation day may be used to cover an absence up to and including one half (1/2) day or a full day.
8. Pay for vacation time will be paid to the Employee on his/her regular pay day.

ARTICLE XIV
SICK LEAVE

1. The PTO Program year will begin in January and run through the calendar year, ending December 31.

2. Paid Time Off (PTO).
   a. Effective the first full pay period in January, all current Employees will receive an annual PTO allocation equal to the Employee’s standard weekly hours. Newly hired Employees, or Employees who transfer into a PTO eligible position, will be eligible for a pro-rated allocation of PTO based on the pay period of entry into the Plan through hire or transfer. Employees absent from work at the beginning of the Plan Year due to Short-Term Disability or Workers’ Compensation, will be eligible to have a pro-rated allocation of PTO upon return to work. PTO hours will be a pro-rated allocation based on the pay period of return to work.
   b. Use of PTO. PTO is a bank of hours allocated to an Employee to receive pay for time the Employee does not work when personal issues prevent attendance. Personal issues include, but are not limited to, personal illness, a sick relative, business transactions, medical and dental appointments, and religious observances. The use of PTO to cover pay lost from work may be pre-scheduled or it may be utilized in accordance with the notification procedures of Paragraph 5 below.
   c. Payout Options. At the end of a PTO Program year, Employees may choose from three options for unused PTO hours allocated in that year.
      (1) The Employee may choose to receive cash payout equal to unused PTO hours times his/her regular rate of pay, including any applicable shift differential. Such a cash payout shall be subject to all applicable payroll taxes. The cash payout will be delivered in the first paycheck in January.
      (2) The Employee may choose to have a contribution equal to unused PTO hours times his/her regular rate of pay, including any applicable shift differentials, made into his/her retirement account, provided that the Employee is already making voluntary contributions in the account at the time of the PTO payout. The retirement contribution shall be subject to IRS regulations, limits and FICA taxes.
      (3) The Employee may choose to add unused PTO hours to his/her sick leave supplemental bank. Once PTO hours are placed in the sick leave supplemental bank, they may not be used for any future cash payout.
   d. An Employee who changes from an eligible to an ineligible status shall receive a payout of his/her unused PTO hours at that time. Such changes include termination of employment, change to TAR status, taking an approved leave of absence, and transferring to another University of Rochester position for which the PTO Program is not available.
   e. An Employee who changes from an ineligible to an eligible status shall be eligible for
a PTO allocation based on the formula above in Section 2a. Such Employees shall continue to be covered by any sick leave benefits that applied to their previous University of Rochester position until they become eligible for PTO. At the time such an Employee becomes eligible for PTO, any accumulated sick leave hours will be transferred to the Employee’s supplemental sick leave bank on an hour-for-hour basis.

3. Supplemental Sick Leave Bank. Until December 2, 2000, Employee shall not be entitled to accumulate more than sixty (60) working days of sick leave, including the days earned in the current year of employment. Sick leave accrual shall be prorated for regular part-time Employees. When an Employee transfers to a position with a different number of hours, the Employee's accumulated sick leave shall be prorated up or down proportionate to the change in hours between the old position and the new position.

Effective December 3, 2000, there will be no limit on the amount of sick leave that an Employee may accumulate. Accumulated sick leave hours will be considered to be a supplemental sick leave bank. Hours in the supplemental sick leave bank may be used to supplement disability and workers compensation payments as described in Paragraph 8 below, provide regular pay during the seven (7) calendar day waiting period for disability and workers compensation benefits to commence, cover any time lost from work due to a work related injury or illness, and cover time lost for therapy and other regularly scheduled medical appointments for chronic care.

At the beginning of each PTO Program calendar year, each Employee shall receive an amount of hours deposited into his/her supplemental sick leave bank equal to seven-fifths (7/5) of his/her standard weekly hours, as distinguished from any PTO hours earned.

4. Pay for any day of sick leave shall be at the Employee's regular pay.

5. To be eligible for benefits under this Article, an Employee who is absent due to illness or injury must notify his/her supervisor at least one-half (1/2) to one (1) hour before the start of his/her regularly scheduled work day for the day shift, and at least one (1) to one and one-half (1 1/2) hours in advance for the evening and night shifts as designated by the department based on operational necessity, unless proper excuse is presented for the Employee's inability to call. The notice will include the nature of the illness or injury and the probable duration of the absence. The Hospital may require proof of illness hereunder, so long as it is not arbitrary, discriminatory, or unreasonable.

6. Employees who have been on sick leave may be required to be examined by the Hospital's Health Service physician before being permitted to return to duty.

7. Until December 2, 2000 sick days shall be applied to working days off during the first seven (7) calendar days of absence caused by non-occupational or occupational disability, but shall not duplicate disability or Workers' Compensation benefits but may supplement them to yield regular pay. Effective December 3, 2000, pay for absences due to illness and other reasons shall be provided in accordance with the PTO Program and supplemental sick leave bank benefits referenced in this Article.
In the case of occupational disabilities which extend beyond fourteen (14) calendar days, sick days which have been applied to the first seven (7) calendar days of absence will be reinstated (to the extent duplicated by Workers' Compensation) to the sick days bank on the pay period following the Hospital's determination not to controvert the Workers' Compensation claim. Otherwise, the Hospital will reinstate such sick days at the time of the final award, if such an award is made. When the Hospital reinstates sick days as a result of a Workers' Compensation award, the Employee shall be notified, including the effective date of the reinstatement and the number of sick days or partial sick days reinstated.

8. If an Employee's disability extends beyond seven (7) consecutive calendar days, or if disability benefits are applicable earlier, the Hospital shall pay to the Employee to the extent of his/her entitlement and for each day during which the Employee collects disability benefits, one-third (1/3) of a day's pay per day of absence to supplement disability benefits paid by the Hospital (which amounts to two-thirds (2/3) of a day's pay) to make a total of one (1) full day's pay for each such day of disability. In the case of occupational disability of longer than seven (7) calendar days, one-third (1/3) of a day's pay per day of absence shall be used to the extent of the Employee's entitlement as per above, to supplement, but not duplicate Workers' Compensation benefits. Until December 2, 2000, such payments shall be made from the Employee’s accumulated sick leave days. Effective December 3, 2000, such payments shall be made from the Employee’s supplemental sick leave bank.

9. The Hospital shall pay disability benefits to Employees for absences caused by non-occupational illness or injury which extend beyond seven (7) calendar days (except in the case of disability due to non-work related accident where, in such cases, the Hospital shall pay disability benefits from the first day of absence). The amount of the disability payment shall be equal to two-thirds (2/3) of the Employee’s gross pay based on his/her average weekly earnings during the eight (8) weeks immediately before the absence due to illness or injury. The Hospital shall make disability payments to the Employee for the duration of the disability up to a maximum of twenty-six (26) weeks within a fifty-two (52) week period. Newly hired Employees in their first ninety (90) days of employment shall not be eligible for disability benefits as provided above, but shall be covered by disability benefits as required by applicable law. Employees transferring into the bargaining unit from elsewhere in the Hospital or the University who have completed more than ninety (90) days of employment with the Hospital or University shall be immediately eligible for the two-thirds level of disability benefits.

10. The Hospital shall pay Workers’ Compensation benefits to Employees in accordance with applicable law.

11. Upon expiration of health coverage benefits as provided by the National Benefit Fund for Employees disabled as a result of an occupational or non-occupational illness or injury, an Employee shall have the option of participating in the University of Rochester's basic health insurance program for the duration of his/her disability. Such coverage will be offered on a cost sharing basis and contributions by the Hospital shall be equal to that provided for regular hourly employees not represented by a union. Such coverage shall be subject to the Employee's
payments as billed for the premium. At the end of such an Employee’s disability, he/she will be notified of his/her rights and obligations regarding continuation of coverage at his/her expense under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) if he/she is not returning to active employment with the Hospital.

12. If sickness or injury recurs frequently or regularly so as to raise a question about the Employee's general health or there is an arbitrary failure to follow accepted medical practice, the Hospital may require the Employee to see a physician and provide the Hospital with a statement concerning his/her health problem, the treatment required and what can be expected.

13. An Employee who has suffered a work-related illness or injury, shall be provided a copy of the written report documenting the illness or injury.

14. If an Employee suffers an extended illness, it shall be the responsibility of the Employee to keep his/her department informed of his/her status and expected date of return to work, unless failure to inform is due to circumstances beyond the control of the Employee. The Office of Human Resources shall notify the department when it receives an Employee's verification of illness. If an Employee is unable to return to work on the expected date, he/she will notify his/her department unless failure to notify is due to circumstances beyond the control of the Employee.

15. An Employee may use PTO hours to cover time lost from work for visits to the doctor or dentist, and for reasons described in Paragraph 2b above. Employees should notify their department when using PTO hours.

16. Employees who are required by their supervisors to go to UHS/ED for a health assessment will not have to punch out. A form documenting the time will be provided to the Employee by the supervisor when the Employee leaves the department. This slip must also be dated and signed by an authorized individual in University Health Services/Emergency Department and submitted to the supervisor upon the Employee's return to the department. If UHS/ED advises that the Employee should not be working, the Employee must return to the department to punch his/her time card before leaving work. Provided this procedure is followed, the Employee's absence from his/her department during time spent at UHS/ED will not be charged against the Employee's sick leave credit but will be considered as time worked.

University Health Services/Emergency Department Employee health assessments, as required by the supervisor, shall be provided at no cost to the Employee but, if the Employee accepts treatment in University Health Services/Emergency Department, that Employee assumes financial responsibility for such treatment.

17. An Employee who has been exposed to, or has developed, a non-disabling infection may be required to stay away from work to prevent possible spread of infection. Approval of such an absence to prevent contagion must be based on the decision of University Health Service, and only when suitable alternative work cannot be arranged. During such approved absence an Employee shall receive his/her regular pay for time lost, without use of accumulated sick day
18. Effective November 1, 1996, the Hospital will assume direct administration and payment of the National Benefit Fund's non-occupational disability plan for claims submitted by eligible Employees on or after November 1, 1996.

19. **Long Term Disability.**

Regular full-time Employees are eligible for Long-Term Disability Insurance upon completion of one (1) year of service with the Hospital. The one (1)-year service requirement is waived for Employees who apply for coverage within three (3) months after leaving another employer-sponsored group long-term disability plan which guaranteed income benefits for at least five (5) years during disability. Coverage under the Long-Term Disability Plan is subject to waiting periods for preexisting conditions as outlined by the plan.

Under the Long-Term Disability Plan, eligible Employees are covered for Limited Long-Term Disability Insurance, which is based on salary up to $15,000 a year. Limited Long-Term Disability Insurance provides income protection for 60% (including family Social Security benefits or Workers' Compensation payments or both) of covered annual salary up to $15,000 when an individual is totally disabled for more than six (6) months. Limited Long-Term Disability Insurance is paid for entirely by the Hospital.

In addition to the Limited Long-Term Disability Insurance, Employees may sign up for Full Long-Term Disability Insurance through payroll deductions. Full Long-Term Disability Insurance provides income protection for 60% (including family Social Security benefits or Workers' Compensation payments or both) of covered salary, when an individual is totally disabled for more than six (6) months. Members of the Plan who choose full coverage will be required to pay the premium through payroll deductions for covered salary above $15,000.

Part-time Employees are eligible for Long-Term Disability Insurance upon completion of one (1) year of service on a basis equivalent to other part-time employees of the Hospital not represented by the Union.

**ARTICLE XV**

**DEATH IN FAMILY ALLOWANCE**

Three (3) work days off with pay at his/her regular pay will be granted to an Employee who has completed his/her probationary period in the event of the death of his/her parent or guardian, brother or sister, son or daughter, including in-laws in each case; spouse, grandparent, grandchild, ward or any other relative of the Employee's household at the time of death. An additional day of such leave will be granted for attendance at funerals taking place outside of New York State, but including metropolitan New York City. Such three (3) or four (4) days must be taken consecutively within a reasonable time of day of death or day of funeral (to allow travel to and from an out of town funeral) and may not be split or postponed.

**ARTICLE XVI**

**EMERGENCY DAYS**
Department heads may grant Employees not more than a total of two (2) days off with full base pay in each anniversary year to pay for time lost when the Hospital curtails services for snowstorms or other severe weather conditions and Employees are told not to report to work or are instructed to leave work. The absence for emergency reasons, as described above, may be granted only when the Hospital has announced a curtailment of services and the Employees’ supervisor, department head or another Hospital official has instructed them not to report to work for that reason. This policy and any other policy regarding compensation for work or absence during snow storms or other severe weather conditions shall be applied uniformly between Employees and non-bargaining unit hourly employees within the department.

ARTICLE XVII
JURY DUTY

All Employees who have completed their probationary period and who are called (not volunteered) to serve as jurors will receive their regular pay less their pay as juror each work day while on jury duty, which shall not include "on call" jury time when Employees are able to be at work. Employees who are subpoenaed to appear in court will receive their regular pay less any witness fee or other reimbursement except when the Employee is a primary party to the legal action or a prospective beneficiary of it.

The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the Human Resources Department and department supervisor of the Hospital and the Hospital may request that the Employee be excused or exempted from such jury duty if, in the opinion of the Hospital, the Employee's services are essential at the time of proposed jury service.

Employees are encouraged to participate in jury duty whenever possible. However, to be eligible for the pay provisions of this Article, the notice reporting requirements will apply, unless due to circumstances beyond the Employee's control.

ARTICLE XVIII
MILITARY RESERVE TRAINING AND MILITARY REEMPLOYMENT RIGHTS

1. Military Reserve Training.
Full-time and part-time Employees with at least six (6) months of seniority may receive up to three (3) weeks off (Employee’s standard weekly hours) per calendar year, without loss of accumulated vacation, when required to participate in short periods of military training.

These provisions are in accordance with applicable law and University policy for regular hourly employees not represented by a union. Any change in such law or policy will apply to Employees in this bargaining unit at the same time and in the same manner.

Employees will be provided leaves of absence or reemployment rights as the case may be, in accordance with applicable law, for the performance of duty with the U.S. Armed Forces or with a Reserve component thereof. Upon return of the Employee to the Hospital under conditions prescribed by the law, it shall be the responsibility of the Employee to furnish documentation
confirming dates of military service and the type of discharge.

These provisions are in accordance with applicable law, and any change in such law will apply to these provisions.

ARTICLE XIX
UNPAID LEAVES OF ABSENCE

Employees with two (2) or more years of seniority shall be eligible for unpaid leaves of absence in accordance with the following. Full-time employees with one (1) or more years of service shall be eligible for unpaid leaves of absence for reasons of verified occupational or non-occupational disability which extend beyond six (6) months in accordance with the following.

1. Union Business.
Leaves of absence not to exceed one (1) year may be granted in order to permit an Employee to accept full-time employment with the Union provided such leaves will not interfere with the operation of the Hospital. Union delegates may be granted leaves of absence to accept temporary Union assignments for not more than three (3) months, provided such leaves do not interfere with the operation of the Hospital.

2. Other Leaves.
Other leaves of absence for up to a maximum of one (1) year will not be unreasonably denied by the Hospital, provided the Employee gives reasonable assurance of return to active UR employment. Such leaves shall be for valid reasons, such as personal illness, serious illness in the family, personal business, child care, education, and community service. A leave may not be granted for the primary purpose of enabling the Employee to maintain employment elsewhere, except as provided in paragraph 1. A leave of absence under the Family Medical Leave Act will be granted provided all required conditions under the Act are met by the Employee. Specifically, an Employee may be eligible for a leave under the Family Medical Leave Act for such reasons as the birth, adoption or placement of a child; to care for a spouse, child or parent who has a serious health condition; or when the Employee is unable to work because of a serious health condition. For leaves that qualify under the Family Medical Leave Act, the Employee’s health benefit coverage will be continued for a period of up to twelve (12) weeks of leave, as required by the Act. Employees shall be covered by the Hospital’s policy governing such leaves.

3. General Conditions.
All vacation accrual will be paid on the last day prior to the effective date of the leave of absence. While on a leave of absence, an Employee shall not be entitled to earn holiday or vacation pay, or sick leave credit, nor be eligible for any payments for full-time work provided by this Agreement. However, tuition benefits for dependents shall not be interrupted while an Employee is on a leave of absence.

4. Return from Leave.
An Employee should provide notification, where possible, to his/her department of his/her intent to return from leave at least two (2) weeks prior to the expiration of the leave.
Employees will not be permitted to return from a leave of absence earlier than the return date established at the time the leave was granted unless a written request to shorten the leave is submitted at least two (2) weeks in advance of desired date of return and an early return will not interfere with Hospital operations. A leave of absence granted for less than one (1) year may be extended, if requested at least two (2) weeks prior to expiration, and if it will not interfere with Hospital operations, for up to a total absence of one (1) year.

When an Employee returns from a leave he/she shall be placed in his/her former classification, department, and base pay, based upon his/her seniority unless the Hospital's or the Employee's circumstances have changed. In such a case he/she will be placed in a classification for which he/she has the ability to do the work.

As a condition of return following a leave of absence, the Hospital may require the Employee to receive approval of the Hospital's Health Service.

5. An Employee who transfers to a part-time position in order to attend school shall have the same return rights to his/her former classification as an Employee on leave of absence.

6. Frequency of leaves.
An Employee who takes a leave of absence of more than thirty (30) days (excluding short term absences without pay per paragraph 7 below) must complete two (2) years of continuous active University service before he/she will be eligible to be granted another leave of absence. Exceptions to the requirement for two (2) years of service between leaves will not be unreasonably denied in cases of requests for leaves of absence due to verified occupational or nonoccupational disability which extend beyond six (6) months, serious family illness, or Union business.

7. Short term absence without pay.
An Employee who has completed the probationary period may be granted a short term absence without pay, for a period not to exceed thirty (30) work days, provided it does not interfere with Hospital operations. Such short term absence shall be for valid reasons such as family illness or urgent personal business. All accrued vacation must be used before the short term absence without pay begins.

ARTICLE XX
SEVERANCE PAY

Employees with one (1) or more years of seniority, who are permanently laid off shall receive severance pay at the rate of one (1) week's pay for each year of seniority, prorated, up to a maximum of four (4) week's pay, at his/her regular pay in effect at the time of such permanent layoff.

ARTICLE XXI
TUITION BENEFITS AND TRAINING FUND
1. Employees will be eligible for tuition benefits through the 1199 SEIU/League Training and Upgrading Fund and will not be eligible to receive tuition benefits through the University’s tuition benefits plan for themselves.

2. For the purposes of eligibility for benefits through the 1199 SEIU/League Training and Upgrading Fund, a regular part-time Employees is defined in accordance with the Fund’s summary plan description.

3. Regular full-time Employees with five (5) years or more of seniority and regular part-time Employees with six (6) years or more of seniority shall be eligible for his/her dependent children to receive tuition waivers for up to four (4) years of full-time or equivalent part-time undergraduate study at the University of Rochester in accordance with the University’s tuition benefits plan.

4. Regular full-time Employees with two (2) years or more of seniority and regular part-time Employees with three (3) years or more of seniority shall be eligible for his/her spouse to receive a tuition waiver for courses at the University of Rochester in accordance with the University’s tuition benefits plan.

5. Regular full-time Employees with one (1) year or more of seniority and regular part-time Employees with two (2) years or more of seniority shall be eligible, along with his/her spouse and dependent children, to receive a 25% reduction in charges for musical instruction through the Eastman School of Music Community Education Division.

6. Any change in the University’s tuition benefits plan for regular hourly employees not represented by a union will apply to Employees in this bargaining unit at the same time and in the same manner, as such changes relate to spouses, dependents, and musical instruction referred to in paragraphs 3, 4, and 5 above, and for retirees.

7. Training Fund.
   a. The Hospital and the Union shall work together to support education and training programs for eligible Employees covered by this Agreement through the 1199 SEIU/League Training and Upgrading Fund.
   b. The Hospital shall contribute monthly to the 1199 SEIU/League Training and Upgrading Fund an amount equal to one-half of one percent (.5%) of the gross payroll of the Hospital’s bargaining unit Employees for the preceding month exclusive of amounts earned by the Employees during their probationary period at the beginning of their employment. The monthly contributions shall be due by the last business day of each month and the amount of each monthly payment shall be based on the previous month’s payroll.
   c. Contributions so received shall be used to design, develop, implement, and evaluate training and education programs as the Trustees of the 1199 SEIU/League Training and Upgrading Fund may from time to time determine.
   d. The 1199 SEIU/League Training and Upgrading Fund shall be administered by a Board of Trustees composed of an equal number of union and employer trustees.
e. The Trustees of the 1199 SEIU/League Training and Upgrading Fund will work to secure grant funding from public and private sources to supplement the funds provided through this collective bargaining agreement.

f. Together with the periodic payments herein provided, the Hospital shall submit regular monthly reports in such form as may be necessary for the sound and efficient administration of the 1199 SEIU/League Training and Upgrading Fund.

g. The Hospital agrees to make available to the 1199 SEIU/League Training and Upgrading Fund such records of Employees as classifications, names, social security numbers, and accounts of payroll and/or wages paid which the Fund may require in connection with the sound and efficient operation of the Fund or that may be so required in order to determine the eligibility of Employees for Fund benefits, and to permit an accountant for the Fund to audit such records.

ARTICLE XXII
BENEFIT FUND

1. The Hospital shall contribute to the 1199 SEIU National Benefit Fund for Health and Human Service Employees monthly, a sum equal to twenty-five and seven tenths percent (25.7%) of Employees’ gross payroll. This gross payroll will exclude Employees in their first sixty (60) days of employment. Such contributions shall be used by the Trustees of the Fund for the purpose of providing the Employees with social benefits, i.e. death benefits, hospital and medical benefits, and a dental and prescription program of benefits as the Trustees of the Fund may from time to time determine. The current level of benefits provided to Employees will not be enhanced or modified during the term of the Agreement unless mutually agreed upon by the Union and the Hospital. The Hospital and Union further agree to establish an Executive Level Joint Committee to meet during the term of the Agreement to develop and implement, by mutual agreement, cost containment strategies and program modification.

2. Such payments by the Hospital shall be made monthly based upon the previous month's payroll.

3. The National Benefit Fund shall be held and administered under the terms and provisions of the Agreement and Declaration of Trust, and any amendments thereof, which provide for equal representation by the Union and the employers contributing to said Fund and that any dispute whatsoever that may arise or deadlock that may develop among or between said Trustees shall be submitted to arbitration before an Arbitrator or Umpire, except as may be otherwise provided for in said Agreement and Declaration of Trust, and his/her decision shall be final and binding.

4. An independent audit of the National Benefit Fund shall be made annually and a statement of the results thereof shall be furnished to the Hospital two (2) months prior to end of each contract year.
5. Together with the periodic payments herein provided, the Hospital shall submit regular monthly reports in such form as may be necessary for the sound and efficient administration of the Fund.

6. The Hospital agrees to make available to the National Benefit Fund such records of Employees as classifications, names, social security numbers, and accounts of payroll and/or wages paid which the Fund may require in connection with the sound and efficient operation of the Fund or that may be so required in order to determine the eligibility of Employees for Fund benefits, and to permit an accountant for the Fund to audit such records.

ARTICLE XXIII
RETIREMENT

1. An Employee shall be eligible to make a voluntary contribution to the University's retirement plan immediately upon appointment. Effective with the first pay period following an Employee's attainment of two (2) years of seniority, the Hospital will contribute to the University's retirement plan a sum equal to 6.2% of an eligible Employee's gross wages of up to $46,693 in a calendar year (including Employees on nonoccupational disability), and a sum equal to 10.5% of an eligible Employee's gross wages above $41,543 in a calendar year up to limits set by the Internal Revenue Service. This dollar limit will be indexed each year according to changes in University policy. Employees who have annuity credit in the University of Rochester MVA plan will not forfeit its value. It is the intent of the parties that no Employee's accrued retirement benefits shall be forfeited.

2. Any change in these programs for regular hourly employees not represented by a union will apply to Employees in this bargaining unit at the same time and in the same manner.

3. Health insurance coverage for retired Employees will be offered through University health care plans (supplemental to Medicare), or other available alternative plans offered by the Hospital. Such coverage will be offered on a cost sharing basis, and contributions by the Hospital shall be equal to that provided for regular hourly employees not represented by a union. Such coverage shall be subject to the Employee's payments as billed for the premium. If the health insurance program ceases for other regular hourly employees during the term of this Agreement, existing benefits shall continue for current and future Employee retirees for the duration of this Agreement.

4. No change to benefits or programs will be made by the Hospital or any other party until and unless such changes are fully discussed with the Union and any input from the Union is properly considered by the Hospital unless such change is required by law, in which case, the impact of such legally required change will be discussed with the Union prior to, if possible, or immediately following such legally required change if advance notice cannot be made.

ARTICLE XXIV
UNIFORMS

1. The Hospital will provide, launder and maintain uniforms it requires Employees to wear. A female Employee required to wear a uniform shall be able to choose between a dress type or a pantsuit type uniform provided by the Hospital.

2. The Hospital will pay up to $100 toward the cost of safety shoes for Employees required to wear them. Safety shoe requirements will be determined by the University Health & Safety Officer.

ARTICLE XXV
MANAGEMENT RIGHTS

1. Except as in this Agreement otherwise provided, the Hospital retains the exclusive right to hire, direct and schedule the working force; to plan, direct and to control operations; to discontinue, or reorganize or combine any Division or Department of operations with any consequent reduction or other changes in the working force; to hire and layoff Employees; to promulgate rules and regulations, to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force and in all respects to carry out, in addition, the ordinary and customary functions of management. None of these rights shall be exercised in a capricious or arbitrary manner.

2. The Union, on behalf of the Employees, agrees to cooperate with the Hospital to attain and maintain full efficiency and maximum patient care and the Hospital agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.

3. In the event of any emergency such as fire, epidemic, power failure, machine breakdown, war, major catastrophe and the like, the Hospital may subcontract part or all of any of its services for the duration of the emergency. This itemization shall not be deemed nor construed as being limited solely to the above listed emergencies.

4. (a) In the event of dire economic conditions resulting in a reduction in labor costs in all areas of the Hospital not represented by the Union, the Hospital may discuss with the Union measures that may be taken with respect to bargaining unit Employees, including but not limited to subcontracting of bargaining unit work and reducing unit labor costs.
   (b) In the event the work load of some or all bargaining unit classifications has increased such that bargaining unit Employees are temporarily unable to perform the work without continuous and substantial overtime, the Hospital may subcontract the extra work until such time that the situation eases or facilities and equipment have been expanded permitting the hiring of additional full-time bargaining unit Employees and thereby making continued subcontracting unnecessary.
   (c) In the event the work load of some or all of bargaining unit classifications has decreased, following layoffs, to the point where a minimal full-time bargaining unit work force in these classifications cannot be justified economically, the Hospital may subcontract the
remaining work until such time that the situation changes and bargaining unit work in the affected classifications increases to the point where at least a minimal full-time bargaining unit work force in those classifications is justified economically and thereby making continued subcontracting unnecessary.

5. Upon request of the Union, the Hospital will provide pertinent time study information as required by the statutory provisions of the National Labor Relations Act with regard to Employees so affected.

**ARTICLE XXVI**

**RESIGNATION**

1. An Employee who resigns shall give the Hospital two (2) weeks advance notice.

2. An Employee who gives such notice of resignation as provided above or whose employment is terminated, shall be entitled to receive payment for unused vacation time accrued on the effective date of the resignation or termination.

   If notice is not given as provided above, an Employee shall not be entitled to such payment, unless the Employee is unable to give such notice due to circumstances beyond his/her control.

**ARTICLE XXVII**

**DISCIPLINE**

1. The Hospital shall have the right to discharge, suspend or discipline any Employee for just cause.

2. Except for Employees terminated under Article VI, Section 3 (Probationary Employees), the Hospital will notify the Union in writing of any discharge or suspension within two (2) working days from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Hospital within the time limits specified in Step 2 of the Grievance Procedure. In such an event, the dispute will be submitted and determined under the grievance and arbitration procedure hereinafter set forth, however it shall commence at Step 3 of the Grievance Procedure.

3. If the discharge of an Employee results from conduct relating to a patient and the patient does not appear at the arbitration, the arbitrator shall not consider that failure to appear as prejudicial.

4. The term "patient" for the purpose of this Agreement shall include those seeking admission and those seeking care or treatment in clinics or emergency rooms, as well as those already admitted.

5. All time limits herein specified shall be deemed exclusive of Saturdays, Sundays, and
holidays designated as legal holidays in Article XII.

6. When an Employee is ordered to leave his/her work for disciplinary reasons, his/her Delegate shall be notified by the Hospital, and, without loss of pay, will normally be afforded the opportunity to consult with the Employee for a reasonable period of time at a place provided by the Hospital before the Employee leaves the premises.

7. Disciplinary warning letters shall be removed from an Employee’s personnel file if no similar infraction occurs in the twelve (12) months following the warning. Periods of absence (excluding absence due to a work related illness or injury) beyond three (3) months shall not be counted in calculating the twelve (12) month period following the warning letter. In no instance will the period on-the-job be less than nine (9) months before the warning is removed, except in cases of work related illness or injury.

8. An Employee has the right, upon request, to have a Union Delegate present at any meeting that may involve a disciplinary action against the Employee, unless the meeting is for the sole purpose of notifying the Employee of a disciplinary action.

9. An Employee may request that the record of a disciplinary suspension be removed from his/her personnel record after two (2) years following the suspension. Such a request shall be made to Labor Relations and will be handled by its staff. Only disciplinary suspensions that are two (2) years or older will be considered for removal through this process. The Employee will be notified of Labor Relations decision. If the request is denied, Labor Relations will give the Employee an explanation of the reason for the denial in writing. If the Employee disagrees with the decision, he/she may appeal to the Manager of Labor Relations. If, after such appeal is completed, the Employee remains dissatisfied, the matter may be referred to the Federal Mediation and Conciliation Service (FMCS) for mediation.

ARTICLE XXVIII
NO STRIKE OR LOCKOUT

1. No Employee shall engage in any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Hospital.

2. The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Hospital, or ratify, condone or lend support to any such conduct or action.

3. In addition to any other Union liability, Hospital remedy or right provided by applicable law or statute; should a strike, sit-down, sit-in, slow-down, cessation, or stoppage or interruption of work, boycott, or other interference with the operations of the Hospital occur, the
Union, within twenty-four (24) hours of a request by the Hospital, shall:
(a) Publicly disavow such action by Employees.
(b) Advise the Hospital in writing that such action by Employees has not been called or sanctioned by the Union.
(c) Notify Employees of its disapproval of such action and instruct Employees to cease such action and return to work immediately.
(d) Post notices at Union Bulletin Boards advising that it disapproves such action and instructing Employees to return to work immediately.

4. The Hospital agrees that it will not lock out Employees during the term of this Agreement.

ARTICLE XXIX
GRIEVANCE PROCEDURE

1. A grievance shall be defined as a dispute or complaint arising between the parties concerning the interpretation, application, or any alleged breach of a provision of this Agreement and this shall be the exclusive procedure to resolve such disputes or complaints by either party as follows:

Step 1. An Employee having a grievance should promptly notify his/her immediate supervisor. If the Employee wishes he/she may have his/her Union Delegate assist him/her in the oral presentation to his/her supervisor. In any event, the Union Delegate or representative shall be notified of each grievance so initiated. The Hospital shall give its answer to the Employee within three (3) working days after the presentation of the grievance in Step 1.

Step 2. If the Employee does not receive a satisfactory oral answer or if he/she does not receive any answer within three (3) working days, the grievance may be reduced to writing and submitted to his/her department head or his/her designee provided it is submitted within fifteen (15) working days from the time the cause of the grievance first arose or the Union knew or reasonably should have known (except as provided in Article XXVII). When a grievance is reduced to writing it shall be dated, signed by both the grievant and the Employee's Union Delegate or representative and it shall state the facts, including dates and the remedy desired. Upon receipt of the written grievance, his/her department head or his/her designee shall set a time for meeting the Employee, his/her Union Delegate and/or representative within the next three (3) work days.

Before the meeting the Delegate and/or representative shall have the opportunity to discuss the grievance with the Employee and other Employees, one at a time, in possession of facts relevant to the grievance. The discussion shall be held at a place provided by the Hospital and for a reasonable period of time.

Step 3. If the Employee does not receive a satisfactory written answer, or if he/she does not receive a written answer within five (5) work days (or within ten (10) work days as referenced in Paragraph 8 below) following the meeting at Step 2, the grievance may be presented in writing to the administrator of the Hospital or his/her designee provided it is submitted within five (5) work days after receipt of an unsatisfactory answer at Step 2. In addition to the facts including dates and the remedy desired, the grievance will state the
provisions of the Agreement that are alleged to have been violated. It being understood that the citing of certain provisions of the Agreement shall in no way waive or prejudice the right of the Union to introduce new or different provisions in an arbitration proceeding. The Hospital representative will meet with the grievant, his/her Delegate and a Union representative within the next five (5) work days of receipt of the grievance. (Grievance meetings will not be rescheduled more than once because of the grievant’s failure to appear for the grievance meeting.) Before the meeting the Union representative shall have the opportunity to discuss the grievance with the Employee and other Employees one at a time in possession of facts relevant to the grievance. The discussion shall be held at a place provided by the Hospital and for a reasonable period of time. The Hospital shall render a decision in writing within ten (10) work days after the meeting.

2. The Step 2 written answer shall be given to the Employee grievant and a copy shall be given to the Delegate, Chief Delegate, Unit Officer and/or the representative representing the Employee. The Step 3 written answer shall be given to the Employee grievant and copies shall be sent to the Union and to the Delegate, Chief Delegate and/or Unit Officer representing the Employee. In the event that more than one Delegate is involved in the grievance, copies of written answers shall be sent to each of them.

3. Failure on the part of the Hospital to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

4. Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 3 in the first instance, within the time limit specified in Step 2.

5. Without waiving its statutory rights, a grievance on behalf of the Hospital may be presented initially at Step 3 by notice in writing addressed to the Union as specified in Article XXXIII (Notice to Parties) within the time limits specified in Step 2.

6. All time limits herein specified (as well as in Article XXX Arbitration) shall be deemed to be exclusive of Saturdays, Sundays, and legal holidays set forth in Article XII (Holidays).

7. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

8. A grievance which affects a substantial number of Employees or Employees working for various supervisors, or a grievance involving a requested or actual promotion, demotion, or lateral transfer of an Employee to another department may be presented in writing at Step 3 by the Union representative on behalf of all named and similarly affected Employees within the time limit specified in Step 2.

A grievance which affects a substantial number of Employees within one department or Employees working for various supervisors within one department may be presented initially in
writing at Step 2 to the department head or his/her designee. The department head shall render a
decision in writing within ten (10) work days after the Step 2 meeting.

9. An Employee who loses time from his/her assigned schedule of work in the manner
provided for in this Article shall do so without loss of time or pay.

**ARTICLE XXX**
**ARBITRATION**

1. A grievance, as defined in Article XXIX (Grievance Procedure), which has not been
resolved thereunder may be referred for arbitration by the Hospital or the Union, provided a letter
of intent to arbitrate is submitted to the other party within fifteen (15) working days after
completion of Step 3 of the Grievance Procedure. In addition, the request for arbitration must be
submitted in writing to the American Arbitration Association within twenty-five (25) working
days after the completion of Step 3 of the Grievance Procedure. The arbitration shall be
conducted under the Voluntary Labor Arbitration Rules then prevailing of the American
Arbitration Association.

2. The fees and expenses of the American Arbitration Association, the place of the
arbitration hearing and the fees and expenses of the arbitrator shall be borne equally by the
parties.

3. The award of an arbitrator hereunder shall be final, conclusive and binding upon the
Hospital, the Union and the Employees.

4. The Arbitrator shall have jurisdiction only over disputes arising out of grievances, as
defined in Section 1 of Article XXIX (Grievance Procedure), and he/she shall have no power to
add to, subtract from, or modify in any way any of the terms of this Agreement.

5. If the grievance results from anything relating to a patient and the patient does not
appear at the arbitrati
on, the arbitrator shall not consider the failure of the patient to appear as
prejudicial.

6. The term "patient" for the purposes of this Agreement shall include those seeking
admission and those seeking care and treatment in clinics or emergency rooms, as well as those
already admitted.

7. When the arbitrator finds that the Hospital is liable on a grievance claiming back wages
or other financial reimbursement, the arbitrator shall have the authority to determine the extent of
such liability taking into consideration the circumstances of each case.

8. An Employee who loses time from his/her assigned schedule of work in the manner
provided for in this Article shall do so without loss of time or pay.
ARTICLE XXXI  
EFFECT OF LEGISLATION-SEPARABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of New York, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE XXXII  
NEW OR CHANGED JOB CLASSIFICATIONS

1. In the event a new classification is established or an existing classification is changed, the Hospital shall assign it to an existing pay grade in the wage schedule on the basis of the relative value of the elements of the new or changed classifications in comparison with the elements of existing classifications which have a job content sufficiently similar or dissimilar in nature to provide a practical comparison.

2. The following procedure will be followed whenever a new or changed classification is assigned to a pay grade as provided in Paragraph 1.
   (a) The Hospital shall provide the Union with a written classification description of the new or changed classification which shall describe the job content sufficiently to identify the classification.
   (b) Upon receipt of the Hospital's description, a Union committee of not more than three (3) members shall be given an opportunity to meet with Hospital representatives, if the Union wants to meet, to discuss the new or changed classification and the assignment to a pay grade.
   (c) If there is a disagreement with the assignment to a pay grade, a grievance concerning compliance with Paragraph 1 of this Article may be processed through the Grievance and Arbitration Procedures, provided it is submitted in writing at Step 3 of the Grievance Procedure within seven (7) calendar days after the Union is afforded the opportunity to discuss the matter with the Hospital.

ARTICLE XXXIII  
NOTICE TO PARTIES

1. The Union agrees that any notice or written answer to a grievance required by this Agreement, may be made by serving on the person or by certified mail, return receipt requested addressed to:

   1199SEIU United Healthcare Workers East  
   225 West Broad Street, Suite B  
   Rochester, New York 14608
2. The Hospital agrees that any notice or written grievance or answer to a grievance required by this Agreement may be made by serving on the person or by certified mail, return receipt requested addressed to:

Associate Vice President of Human Resources  
University of Rochester Medical Center  
P. O. Box 636  
260 Crittenden Blvd.  
Rochester, New York 14642

ARTICLE XXXIV  
HEALTH AND SAFETY

1. The Hospital shall furnish each Employee a safe and healthful workplace, including needed safety devices and safeguards, which is free from recognized hazards. The need for such safety devices and safeguards shall be determined and specified by the Chief Safety Officer of the University in compliance with applicable law. It shall be an obligation of each Employee to use these devices and safeguards as instructed.

2. The Hospital shall inform Employees coming in contact with known hazardous conditions or toxic substances in the course of performing assigned duties as to the nature of the hazard and what measures, including personal protective equipment, are to be followed to avoid exposure. "Hazardous" or "Toxic" shall be as determined by the Chief Safety Officer in accordance with applicable law.

3. The Hospital shall provide such medical services and tests as may be needed for assessment of possible exposure to hazards and toxic substances at no cost to the Employee. The Hospital agrees to provide each Employee's physician, upon written request by the physician, a complete report of the results of any tests or examination given to him/her.

4. Recommendations from Employees will be taken into consideration in the formulation and administration of Hospital health and safety policies and procedures.

5. The Hospital and its Employees recognize and understand the importance of working together to utilize safe work habits and to promote safe conditions and safety-consciousness by all staff.

6. A Unit Officer, Chief Delegate, Delegate or Employee shall be granted non-paid release time in order to accompany government and/or Hospital officials on a health and safety inspection.

7. The appropriate Unit Officer, Chief Delegate or Delegate will be notified by the Hospital of planned occupational health and safety inspections by federal, state and regional
occupational/health and safety agencies of areas or conditions that may affect Employees. An Employee who loses time from his/her assigned schedule of work when requested by the Hospital to accompany government and/or Hospital officials on a health and safety inspection shall do so without loss of time or pay.

8. The Hospital shall furnish the Union with a report on formal Employee health and safety training every six (6) months. The report shall list the title of each formal health and safety program given for Employees, as well as a brief description of its content, the time and date of the program, if possible, and the types of Employees the program is intended for.

**ARTICLE XXXV**

**MISCELLANEOUS**

1. As long as banking services and general services such as shuttle buses, access to libraries and gymnasiums, Employee Assistance Program, credit union, flexible spending account, and the like, are maintained for other Hospital employees, they will be maintained for Employees in this unit.

2. The practice of providing meals without cost to Employees classified as Cook, Second Cook, Assistant Cook, and Cook's Helper will be continued for the life of this Agreement. In addition, the Hospital will provide food and beverage for all other Dietary Employees at a 25% discount of menu price when purchased during scheduled work hours.

3. Parking will be provided at rates established by the Hospital. Part-time Employees scheduled to work 20 hours per week or less will pay 50% of the full rate for the lot to which they are assigned.

4. When suitable meeting rooms are available at the times requested, and there is no conflict with University or Hospital activity, the Hospital will designate and schedule meeting rooms for the Union for such meetings as regular unit membership meetings and Delegates’ meetings when requested in writing not less than one (1) week in advance and approved by the Hospital.

5. Paychecks for Employees whose shifts end at 7:00 p.m. or later on Thursday will normally be available for them at the end of their shift. When possible, paychecks for Employees on the day shift who are scheduled off on a pay day, will be available at the end of their shift on Thursdays.

6. The Union will be provided a copy of revised job descriptions.

7. Employees who are members of volunteer emergency organizations (such as volunteer fire departments or ambulance companies) shall be allowed to cover absence from work due to their active participation in an emergency with vacation credit. Such emergency volunteer activity shall not exceed four (4) absences nor eight (8) total hours over the life of this contract,
nor exceed four (4) hours duration for any one absence. The Employee must notify the Hospital of
the emergency and of the Employee's inability to report to work on time as soon as possible.
The Hospital may require reasonable proof of the Employee's membership in a volunteer
emergency organization and of the Employee's active participation in a particular emergency.

ARTICLE XXXVI
EFFECTIVE DATE AND DURATION

1. This Agreement shall be in full force and effect for the period commencing September

2. The Hospital and the Union agree jointly to enter into discussions relative to a renewal
   of this Agreement, no later than the ninetieth (90th) day immediately preceding the termination
   date of this Agreement.

IN WITNESS THEREOF, the Hospital and the Union have executed this Agreement on
this 21st day of April, 2006.

For 1199SEIU United Healthcare Workers East

/s/ Dennis Rivera
Dennis Rivera
President

1199 SEIU Negotiating Committee:

Bruce Popper, Chief Negotiator
Tracey Harrison, Administrative Organizer
[Bruce to insert committee names]

Alternates:

[Bruce to insert alternate committee names]

For URMC, Strong Memorial Hospital

/s/ Charles J. Murphy
Charles J. Murphy
Associate Vice-president for Human Resources

U. of R./Strong Memorial Hospital Negotiating Committee:
Charles J. Murphy, Chief Negotiator
Fay Norton, Manager of Labor Relations
Alphonse Caldero
Jeffrey Foster
Tanya Henry
Greg Hutton
Josh Lehman
Barry McHugh
Roberta Parker
Cam Schauf
Patricia Valenti
Larry Weidner
ARTICLE XXXVII
LABOR MANAGEMENT MEETINGS

1. The Hospital and the Union agree that Labor/Management meetings can make a positive contribution to resolving problems and issues of mutual concern. The Hospital and the Union agree to hold meetings, as requested by the Union, on an every other month basis. The goal of this committee will be to resolve issues not in the grievance procedure. The agenda for these meetings will consist of issues submitted by either party, five days prior to the scheduled meeting. The committee will consist of a maximum of ten (10) appropriate representatives from each party. By mutual agreement, issues already in the grievance procedure may be discussed and resolved in this committee. By mutual agreement, issues not resolved by the committee may be submitted to a mediator for assistance in resolution.

Subcommittees: (1) Return to Work, (2) Lounge, (3) Health and Safety.

2. The leadership of the Union at the Hospital, the appropriate number of Union staff, and the chief leadership of the Hospital will meet, at the request of the Union, at the Union’s monthly leadership meetings. Information requests from the Union to the Hospital and an agenda will be submitted one week in advance.

2. Time spent in Labor/Management meetings will be paid time.

ARTICLE XXXVIII
CHILD CARE FUND

1. The Hospital and the Union will form a task force to develop mutually agreeable child care programs.

2. Effective January 1, 2008, the Hospital shall contribute monthly to the 1199 SEIU/Employer Child Care Fund an amount equal to one-half of one percent (.5%) of the gross payroll of the Hospital’s bargaining unit Employees for the preceding month exclusive of amounts earned by the Employees during their probationary period at the beginning of their employment. The monthly contributions shall be due by the last business day of each month and the amount of each monthly payment shall be based on the previous month’s payroll.

3. Contributions so received shall be used to design, develop, implement, and evaluate child care programs as the Trustees of the 1199 SEIU/Employer Child Care Fund may from time to time determine.

4. The 1199 SEIU/Employer Child Care Fund shall be administered by a Board
of Trustees composed of an equal number of union and employer trustees.

5. The Trustees of the 1199 SEIU/Employer Child Care Fund will work to secure grant funding from public and private sources to supplement the funds provided through this collective bargaining agreement.

6. Together with the periodic payments herein provided, the Hospital shall submit regular monthly reports in such form as may be necessary for the sound and efficient administration of the 1199 SEIU/Employer Child Care Fund.

7. The Hospital agrees to make available to the 1199 SEIU/Employer Child Care Fund such records of Employees as classifications, names, social security numbers, and accounts of payroll and/or wage paid which the Fund may require in connection with the sound and efficient operation of the Fund or that may be so required in order to determine the eligibility of Employees for Fund benefits, and to permit an accountant for the Fund to audit such records.
## APPENDIX A

### JOB CLASSIFICATIONS (ALPHABETIC LIST)

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<thead>
<tr>
<th>TITLE</th>
<th>P.C.</th>
<th>P.G.</th>
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<tr>
<td>Brace Maker Trainee</td>
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Truck Driver 814 27
Unit Support Assistant 891 24
Unit Support Assistant, Working Leader 221 26

NOTE: Classification titles deleted from the Agreement because they were vacant at the execution date of this Agreement will be restored to their previous pay grade if an Employee is assigned work characteristic of the former classification.
## APPENDIX B

### JOB CLASSIFICATIONS (PAYGRADE ORDER)

<table>
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NOTE: Classification titles deleted from the Agreement because they were vacant at the execution date of this Agreement will be restored to their previous pay grade if an Employee is assigned work characteristic of the former classification.
1. Effective **September 30, 2007**, the Wage Schedule shall be as follows for Employees with seniority dates before April 3, 2005:

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<td>13.28</td>
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</tr>
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<td>26</td>
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<td>12.47</td>
<td>13.76</td>
<td>14.16</td>
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<tr>
<td>27</td>
<td>10.91</td>
<td>11.88</td>
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<tr>
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<td>13.43</td>
<td>14.42</td>
<td>15.52</td>
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</tr>
<tr>
<td>33</td>
<td>13.99</td>
<td>15.05</td>
<td>16.08</td>
<td>17.74</td>
<td>18.63</td>
</tr>
</tbody>
</table>

For Employees in their first year of employment, the Step 1 Rate shall be achieved after completion of six (6) months in the job classification, and the Job Rate shall be achieved after completion of twelve (12) months in the job classification.

For Employees with one (1) or more years of seniority, the Step 1 Rate shall be achieved after three (3) months, the Job Rate shall be achieved after six (6) months, the 2 Year Rate shall be achieved after twelve (12) months for Employees with at least two (2) years of seniority but less than eighteen (18) years of seniority, and the eighteen (18) Year Rate shall be achieved after twelve (12) months for Employees with eighteen (18) years of seniority or greater.

Except for employees in the Campus service employees bargaining unit, for Employees who transfer into the bargaining unit from a Hospital or University job classification not represented by the Union, in the two years following their transfer into the bargaining unit, the Step 1 Rate shall be achieved after completion of six (6) months in the job classification, the Job Rate shall be achieved after completion of twelve (12) months in the job classification, and the 2 Year Step Rate shall be achieved after twenty-four (24) months in the job classification for Employees with at least two (2) years of seniority but less than eighteen (18) years of seniority, and the eighteen (18) Year Rate shall be achieved after twenty-four (24) months in the classification for Employees with eighteen (18) years of seniority or greater.
2. All Employees hired before April 3, 2005 shall be paid in accordance with Wage Schedule I-A above.

3. Employees classified as Dental Assistants shall continue to receive a $.45 per hour wage supplement unless otherwise agreed upon by the parties.

4. Employees classified as Materials Processing Specialist and Materials Processing Specialist Working Leader who are certified shall continue to receive a $.25 per hour wage supplement unless otherwise agreed upon by the parties.

**WAGE SCHEDULE I-B**

1. Effective **September 30, 2007**, the Wage Schedule shall be as follows for Employees with seniority dates on or after April 3, 2005:

<table>
<thead>
<tr>
<th>Pay Grade</th>
<th>Start Rate</th>
<th>Step 1 Rate</th>
<th>1 Year Job Rate</th>
<th>2 Year Step Rate</th>
<th>5 Year Step Rate</th>
<th>9 Year Step Rate</th>
<th>18 Year Step Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
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<td>9.39</td>
<td>9.84</td>
<td>11.18</td>
<td>12.03</td>
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<td>14.76</td>
</tr>
<tr>
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<td>11.05</td>
<td>11.61</td>
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<td>13.38</td>
<td>14.47</td>
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<td>14.64</td>
<td>15.91</td>
<td>17.26</td>
<td>17.74</td>
<td>18.63</td>
</tr>
</tbody>
</table>

For Employees in their first year of employment, the Step 1 Rate shall be achieved after completion of six (6) months in the job classification, and the Job Rate shall be achieved after completion of twelve (12) months in the job classification.

For Employees with one (1) or more years of seniority, the Step 1 Rate shall be achieved after three (3) months, the Job Rate shall be achieved after six (6) months, the 2 Year Rate shall be achieved after twelve (12) months for Employees with at least two (2) years of seniority but less than five (5) years of seniority, the 5 Year Rate shall be achieved after twelve (12) months in classification for Employees with at least five (5) years of seniority but less than nine (9) years of seniority, the 9 Year Rate shall be achieved after twelve (12) months in classification for Employees with at least nine (9) years of seniority but less than eighteen (18) years of seniority, and the 18 Year Rate shall be achieved after twelve (12) months in classification for Employees with eighteen (18) years of seniority or greater.
Except for employees in the Campus service employees bargaining unit, for Employees who transfer into the bargaining unit from a Hospital or University job classification not represented by the Union, in the two years following their transfer into the bargaining unit, the Step 1 Rate shall be achieved after completion of six (6) months in the job classification, the Job Rate shall be achieved after completion of twelve (12) months in the job classification, the 2 Year Step Rate shall be achieved after twenty-four (24) months in the job classification for Employees with at least two (2) years of seniority but less than five (5) years of seniority, the 5 Year Step Rate shall be achieved after twenty-four (24) months in the job classification for Employees with at least five (5) years of seniority but less than nine (9) years of seniority, the 9 Year Step Rate shall be achieved after twenty-four (24) months in the job classification for Employees with at least nine (9) years of seniority but less than eighteen (18) years of seniority, and the eighteen (18) Year Rate shall be achieved after twenty-four (24) months in the classification for Employees with eighteen (18) years of seniority or greater.

2. All Employees hired on or after April 3, 2005 shall be paid in accordance with Wage Schedule I-B above.

3. Employees classified as Dental Assistants shall continue to receive a $.45 per hour wage supplement unless otherwise agreed upon by the parties.

4. Employees classified as Materials Processing Specialist and Materials Processing Specialist Working Leader who are certified shall continue to receive a $.25 per hour wage supplement unless otherwise agreed upon by the parties.
WAGE SCHEDULE II-A

1. Effective September 28, 2008, the Wage Schedule shall be as follows for Employees with seniority dates before April 3, 2005:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Pay Start</th>
<th>Step 1 Rate</th>
<th>1 Year Job Rate</th>
<th>2 Year Step Rate</th>
<th>18 Year Step Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>9.35</td>
<td>10.41</td>
<td>11.56</td>
<td>12.73</td>
<td>13.11</td>
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<td>9.75</td>
<td>10.80</td>
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<td>10.22</td>
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<td>12.39</td>
<td>13.68</td>
<td>14.29</td>
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<tr>
<td>28</td>
<td>11.70</td>
<td>12.74</td>
<td>13.88</td>
<td>15.31</td>
<td>15.79</td>
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<tr>
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<td>12.23</td>
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<td>16.33</td>
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<tr>
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<td>16.82</td>
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<tr>
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<td>13.28</td>
<td>14.31</td>
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<tr>
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<td>13.83</td>
<td>14.85</td>
<td>15.99</td>
<td>17.62</td>
<td>18.17</td>
</tr>
<tr>
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<td>14.41</td>
<td>15.50</td>
<td>16.56</td>
<td>18.27</td>
<td>19.19</td>
</tr>
</tbody>
</table>

For Employees in their first year of employment, the Step 1 Rate shall be achieved after completion of six (6) months in the job classification, and the Job Rate shall be achieved after completion of twelve (12) months in the job classification.

For Employees with one (1) or more years of seniority, the Step 1 Rate shall be achieved after three (3) months, the Job Rate shall be achieved after six (6) months, the 2 Year Rate shall be achieved after twelve (12) months for Employees with at least two (2) years of seniority but less than eighteen (18) years of seniority, and the eighteen (18) Year Rate shall be achieved after twelve (12) months for Employees with eighteen (18) years of seniority or greater.

Except for employees in the Campus service employees bargaining unit, for Employees who transfer into the bargaining unit from a Hospital or University job classification not represented by the Union, in the two years following their transfer into the bargaining unit, the Step 1 Rate shall be achieved after completion of six (6) months in the job classification, the Job Rate shall be achieved after completion of twelve (12) months in the job classification, and the 2 Year Step Rate shall be achieved after twenty-four (24) months in the job classification for Employees with at least two (2) years of seniority but less than eighteen (18) years of seniority, and the eighteen (18) Year Rate shall be achieved after twenty-four (24) months in the classification for Employees with eighteen (18) years of seniority or greater.

2. All Employees hired before April 3, 2005 shall be paid in accordance with Wage Schedule II-A above.
3. Employees classified as Dental Assistants shall continue to receive a $.45 per hour wage supplement unless otherwise agreed upon by the parties.

4. Employees classified as Materials Processing Specialist and Materials Processing Specialist Working Leader who are certified shall continue to receive a $.25 per hour wage supplement unless otherwise agreed upon by the parties.

**WAGE SCHEDULE II-B**

1. Effective September 28, 2008, the Wage Schedule shall be as follows for Employees with seniority dates on or after April 3, 2005:

<table>
<thead>
<tr>
<th>Pay Grade</th>
<th>Start Rate</th>
<th>Step 1 Rate</th>
<th>1 Year Job Rate</th>
<th>2 Year Step Rate</th>
<th>5 Year Step Rate</th>
<th>9 Year Step Rate</th>
<th>18 Year Step Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>24</td>
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<td>12.40</td>
<td>13.78</td>
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<td>15.31</td>
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<td>12.44</td>
<td>12.86</td>
<td>14.24</td>
<td>15.42</td>
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<td>16.58</td>
<td>17.04</td>
<td>17.53</td>
</tr>
<tr>
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<td>14.02</td>
<td>14.46</td>
<td>15.82</td>
<td>17.16</td>
<td>17.62</td>
<td>18.17</td>
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<tr>
<td>33</td>
<td>14.02</td>
<td>14.58</td>
<td>15.08</td>
<td>16.39</td>
<td>17.78</td>
<td>18.27</td>
<td>19.19</td>
</tr>
</tbody>
</table>

For Employees in their first year of employment, the Step 1 Rate shall be achieved after completion of six (6) months in the job classification, and the Job Rate shall be achieved after completion of twelve (12) months in the job classification.

For Employees with one (1) or more years of seniority, the Step 1 Rate shall be achieved after three (3) months, the Job Rate shall be achieved after six (6) months, the 2 Year Rate shall be achieved after twelve (12) months for Employees with at least two (2) years of seniority but less than five (5) years of seniority, the 5 Year Rate shall be achieved after twelve (12) months in classification for Employees with at least five (5) years of seniority but less than nine (9) years of seniority, the 9 Year Rate shall be achieved after twelve (12) months in classification for Employees with at least nine (9) years of seniority but less than eighteen (18) years of seniority, and the 18 Year Rate shall be achieved after twelve (12) months in classification for Employees with eighteen (18) years of seniority or greater.

Except for employees in the Campus service employees bargaining unit, for Employees who transfer into the bargaining unit from a Hospital or University job classification not represented by the Union, in the two years following their transfer into the bargaining unit, the
Step 1 Rate shall be achieved after completion of six (6) months in the job classification, the Job Rate shall be achieved after completion of twelve (12) months in the job classification, the 2 Year Step Rate shall be achieved after twenty-four (24) months in the job classification for Employees with at least two (2) years of seniority but less than five (5) years of seniority, the 5 Year Step Rate shall be achieved after twenty-four (24) months in the job classification for Employees with at least five (5) years of seniority but less than nine (9) years of seniority, the 9 Year Step Rate shall be achieved after twenty-four (24) months in the job classification for Employees with at least nine (9) years of seniority but less than eighteen (18) years of seniority, and the eighteen (18) Year Rate shall be achieved after twenty-four (24) months in the classification for Employees with eighteen (18) years of seniority or greater.

2. All Employees hired on or after April 3, 2005 shall be paid in accordance with Wage Schedule II-B above.

3. Employees classified as Dental Assistants shall continue to receive a $ .45 per hour wage supplement unless otherwise agreed upon by the parties.

4. Employees classified as Materials Processing Specialist and Materials Processing Specialist Working Leader who are certified shall continue to receive a $.25 per hour wage supplement unless otherwise agreed upon by the parties.
WAGE SCHEDULE III-A

1. Effective September 27, 2009, the Wage Schedule shall be as follows for Employees with seniority dates before April 3, 2005:

<table>
<thead>
<tr>
<th>Pay Grade</th>
<th>Start Rate</th>
<th>Step 1 Rate</th>
<th>1 Year Job Rate</th>
<th>2 Year Step Rate</th>
<th>18 Year Step Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>9.63</td>
<td>10.72</td>
<td>11.91</td>
<td>13.11</td>
<td>13.50</td>
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<td>24</td>
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<td>10.53</td>
<td>11.62</td>
<td>12.76</td>
<td>14.09</td>
<td>14.72</td>
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<tr>
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<td>11.03</td>
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<td>13.23</td>
<td>14.60</td>
<td>15.02</td>
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<td>18.15</td>
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<tr>
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<td>14.84</td>
<td>15.97</td>
<td>17.06</td>
<td>18.82</td>
<td>19.77</td>
</tr>
</tbody>
</table>

For Employees in their first year of employment, the Step 1 Rate shall be achieved after completion of six (6) months in the job classification, and the Job Rate shall be achieved after completion of twelve (12) months in the job classification.

For Employees with one (1) or more years of seniority, the Step 1 Rate shall be achieved after three (3) months, the Job Rate shall be achieved after six (6) months, the 2 Year Rate shall be achieved after twelve (12) months for Employees with at least two (2) years of seniority but less than eighteen (18) years of seniority, and the eighteen (18) Year Rate shall be achieved after twelve (12) months for Employees with eighteen (18) years of seniority or greater.

Except for employees in the Campus service employees bargaining unit, for Employees who transfer into the bargaining unit from a Hospital or University job classification not represented by the Union, in the two years following their transfer into the bargaining unit, the Step 1 Rate shall be achieved after completion of six (6) months in the job classification, the Job Rate shall be achieved after completion of twelve (12) months in the job classification, and the 2 Year Step Rate shall be achieved after twenty-four (24) months in the job classification for Employees with at least two (2) years of seniority but less than eighteen (18) years of seniority, and the eighteen (18) Year Rate shall be achieved after twenty-four (24) months in the classification for Employees with eighteen (18) years of seniority or greater.

2. All Employees hired before April 3, 2005 shall be paid in accordance with Wage
3. Employees classified as Dental Assistants shall continue to receive a $ .45 per hour wage supplement unless otherwise agreed upon by the parties.

4. Employees classified as Materials Processing Specialist and Materials Processing Specialist Working Leader who are certified shall continue to receive a $.25 per hour wage supplement unless otherwise agreed upon by the parties.

WAGE SCHEDULE III-B

1. Effective September 27, 2009, the Wage Schedule shall be as follows for Employees with seniority dates on or after April 3, 2005:

<table>
<thead>
<tr>
<th>Pay Grade</th>
<th>Step 1 Rate</th>
<th>1 Year Job Rate</th>
<th>2 Year Step Rate</th>
<th>5 Year Step Rate</th>
<th>9 Year Step Rate</th>
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<tbody>
<tr>
<td>23</td>
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<td>18.31</td>
<td>18.82</td>
</tr>
</tbody>
</table>

For Employees in their first year of employment, the Step 1 Rate shall be achieved after completion of six (6) months in the job classification, and the Job Rate shall be achieved after completion of twelve (12) months in the job classification.

For Employees with one (1) or more years of seniority, the Step 1 Rate shall be achieved after three (3) months, the Job Rate shall be achieved after six (6) months, the 2 Year Rate shall be achieved after twelve (12) months for Employees with at least two (2) years of seniority but less than five (5) years of seniority, the 5 Year Rate shall be achieved after twelve (12) months in classification for Employees with at least five (5) years of seniority but less than nine (9) years of seniority, the 9 Year Rate shall be achieved after twelve (12) months in classification for Employees with at least nine (9) years of seniority but less than eighteen (18) years of seniority, and the 18 Year Rate shall be achieved after twelve (12) months in classification for Employees with eighteen (18) years of seniority or greater.

Except for employees in the Campus service employees bargaining unit, for Employees
who transfer into the bargaining unit from a Hospital or University job classification not represented by the Union, in the two years following their transfer into the bargaining unit, the Step 1 Rate shall be achieved after completion of six (6) months in the job classification, the Job Rate shall be achieved after completion of twelve (12) months in the job classification, the 2 Year Step Rate shall be achieved after twenty-four (24) months in the job classification for Employees with at least two (2) years of seniority but less than five (5) years of seniority, the 5 Year Step Rate shall be achieved after twenty-four (24) months in the job classification for Employees with at least five (5) years of seniority but less than nine (9) years of seniority, the 9 Year Step Rate shall be achieved after twenty-four (24) months in the job classification for Employees with at least nine (9) years of seniority but less than eighteen (18) years of seniority, and the eighteen (18) Year Rate shall be achieved after twenty-four (24) months in the classification for Employees with eighteen (18) years of seniority or greater.

2. All Employees hired on or after April 3, 2005 shall be paid in accordance with Wage Schedule II-B above.

3. Employees classified as Dental Assistants shall continue to receive a $.45 per hour wage supplement unless otherwise agreed upon by the parties.

4. Employees classified as Materials Processing Specialist and Materials Processing Specialist Working Leader who are certified shall continue to receive a $.25 per hour wage supplement unless otherwise agreed upon by the parties.
APPENDIX D
BULLETIN BOARD LOCATIONS

R WING (PSYCHIATRY)
  1. Staff Lounge - Basement.

PERSONNEL DEPARTMENT
  1. West of the Employee Benefits Office, G-8011 entrance.

HOUSEKEEPING, URMC
  1. Outside the URMC Housekeeping Office.

EMERGENCY DEPARTMENT
  1. 2-2703 in corridor.

FOOD & NUTRITION SERVICES
  1. Main Kitchen, near the time clock.
  2. Cafeteria, outside the first floor locker rooms.
  3. Cafeteria, inside first floor office.

HOUSEKEEPING, SMH
  1. Outside the first floor locker rooms.

MATERIALS MANAGEMENT (CSR, LINEN, OR, STORES)
  1. Near the basement time clock.

TRANSPORTATION
  1. In the Dispatch Office.

CLINICAL LABS
  1. Adjacent to 1st Floor Office.

NURSING*, OUT-PATIENT DEPARTMENTS, DENTAL
  1. Break Room in 1-2500 corridor.
  2. In each staff lounge in the main in-patient building.
*Job postings will be available for Nursing Department Employees in the scheduling office of their Nursing Service.

OUT-PATIENT DEPARTMENTS
  1. In the staff elevator area on the 2nd and 5th floors of the Ambulatory Building.

ALL DEPARTMENTS
  1. In the Main Cafeteria vending area.
APPENDIX E
DUES CHECK OFF AUTHORIZATION FORM

DUES CHECK OFF AUTHORIZATION

To: ________________________________

You are hereby authorized and directed to deduct an initiation fee from my wages or salary as required by New York’s Health & Human Service Union 1199/SEIU as a condition of my membership and in addition thereto, to deduct my membership dues from my wages or salary; and in addition thereto, to deduct each month an amount equal to monthly membership dues to be applied to past, unpaid dues until the entire amount of unpaid past dues has been deducted and paid; and to remit all such deductions to New York’s Health Care & Human Service Union 1199/SEIU, 310 West 43rd Street, New York, NY 10036, no later than the tenth day of each month immediately following the date of deduction, or pursuant to the date provided in the Collective Bargaining Agreement.

This deduction is a voluntary act on my part and shall be irrevocable for a period of one (1) year or until the termination date of the Collective Bargaining Agreement, whichever is sooner, and shall, however, renew itself from year to year unless I give written notice of the revocation of this authorization addressed to the 1199/SEIU Dues and Membership Department at 310 West 43rd Street, New York, NY 10036.

Signature: ________________________________ Date: ________________

Print Name: __________________________________________________________

Social Security No.: _________ / _________ / _________

Address: __________________________________________________________

City/State/Zip Code: __________________________________________________

Date given to employer: _________________
APPENDIX F
POLITICAL ACTION FUND CHECK OFF AUTHORIZATION FORM

POLITICAL ACTION FUND
CHECK OFF AUTHORIZATION

To: ________________________________

I hereby authorize New York’s Health Care and Human Service Union 1199/SEIU, to file this payroll deduction form on my behalf with my employer to withhold $1.00 per week or $____________ per pay period and forward that amount to the 1199/SEIU Political Action Fund, 310 West 43rd Street, New York, NY 10036. This authorization is made voluntarily based on my specific understanding that:
1. The signing of this authorization form and the making of these voluntary contributions are not conditions of my employment by my Employer or membership in any Union;
2. I may refuse to contribute without any reprisal;
3. The $1.00 weekly contribution is only a suggestion, and I may contribute more or less without fear of favor or disadvantage from 1199/SEIU or my Employer; and
4. The 1199/SEIU Political Action Fund uses the money it receives for political purposes, including but not limited to, making contributions to and expenditures on behalf of candidates for federal, state, and local offices and addressing political issues of public importance.

This authorization shall remain in full force and effect until revoked by me in writing.

Signature: ________________________________ Date: ________________

Print Name: _______________________________________________________

Social Security No.: ___________ / ___________ / ___________

Address: __________________________________________________________

City/State/Zip Code: ________________________________________________

Date given to employer: ________________________
MEMORANDUM OF UNDERSTANDING
WORK RESTRICTIONS

An Employee who has permanent physical limitations and/or restrictions, because of a work-related injury or illness, who cannot perform his/her job shall be entitled to a transfer to a job for which he/she has the ability to perform. Upon notification from the Employee and medical certification by the Hospital's Health Service, based upon ability to do the work, the Employee shall be transferred to a vacancy or if none exists, to another classification by displacing the least senior Employee within that classification who is less senior.

Executed this 23rd day of July, 1980

for 1199, NUHHCE, RWDSU, AFL-CIO
Robert Muehlenkamp

for UR, Strong Memorial Hospital
H. Clint Davidson, Jr.

MEMORANDUM OF UNDERSTANDING
WORK ASSIGNMENTS

The Hospital will exercise discretion and will not be indiscriminate in assigning specific duties among the Employees within a classification, and assigning work in any "cross-coverage" situation.

Executed this 1st day of July, 1982

for 1199, NUHHCE, RWDSU, AFL-CIO
Henry Nicholas
National Union President

for UR, Strong Memorial Hospital
H. Clint Davidson, Jr. John J. Brill
Director of Personnel Chief Negotiator

MEMORANDUM OF UNDERSTANDING
TRAINING

In the event that an Employee's job is substantially changed because of the introduction of new skills, methods, or technologies, the Hospital will provide the Employee with on-the-job orientation and training in the new skills required by the position. If a position is eliminated due to such changes, and the Employee cannot be otherwise placed under the provisions of Article VII (Seniority), paragraph 5 (Layoffs), the Hospital will provide reasonable opportunities for
training in order to qualify the affected Employee for an existing or anticipated vacancy. Reasonable opportunities shall mean short term instruction related to the skills required for the vacancy, provided it will not adversely affect the operation of the Hospital. As per past practice, in the event that an Employee's job is substantially changed and the Employee is unable to perform the full range of the new duties, reasonable adjustments will be made to accommodate the Employee's ability, provided it does not interfere with or is detrimental to Hospital operations.

Executed this 30th day of June, 1988

for 1199, NUHHCE, AFL-CIO
   Robert Muehlenkamp
   Executive Vice President

for UR, Strong Memorial Hospital
   B. E. Donbaugh
   Director of Personnel

MEMORANDUM OF UNDERSTANDING
EXTRA HOURS

The Hospital agrees that when feasible, departments will endeavor to offer regular Employees the option of working extra hours, rather than using temporary employees provided that it does not result in overtime. It is understood that in the case of staffing for extended absences such as disabilities or Worker's Compensation, the regular Employee may be required to make a commitment to work the extra hours for the extended period. In addition, it is understood that the department will need to evaluate staffing needs prior to offering the option of extra hours for extended absences, to ensure that sufficient staff are available to fill in for short term absences.

Executed this 6th day of June, 1990

for District 1199-Rochester, NUHHCE/SEIU
   Bruce Popper
   Area Director

for UR, Strong Memorial Hospital
   B. E. Donbaugh
   Director of Personnel
MEMORANDUM OF UNDERSTANDING
T.A.R. SENIORITY

In accordance with the provisions of Article I, paragraph 2 (Recognition) of this Agreement, Time-as-Reported (T.A.R.) employees are excluded from the bargaining unit based on the definition of regularly working a total of 1/5 of the regular full-time work week or less for the job classification in the department in which they work. It is agreed, however, that should a T.A.R. employee transfer into the bargaining unit (on a regular full-time or part-time basis), continuous time worked (i.e. without breaks of more than 13 calendar days) in the same classification and department on a T.A.R. basis would be counted toward seniority, probation, and time to reach the job rate. Continuous time worked on a T.A.R. basis in a different classification or department will be counted toward seniority only, upon completion of probation. Time As Reported Employees will serve the same probationary period as stipulated for Temporary services employees who transfer into a regular full-time or regular part-time position as described in Article VII paragraphs 2(c).

Executed this 6th day of June, 1990

for District 1199-Rochester, NUHHCE/SEIU
Bruce Popper
Area Director

for UR, Strong Memorial Hospital
B. E. Donbaugh
Director of Personnel

MEMORANDUM OF UNDERSTANDING
PARTICIPATION ON COMMITTEES

The Hospital agrees to invite the participation of Union represented Employees on relevant special purpose committees in instances where the Hospital seeks the input of a broad cross section of Hospital groups.

Executed this 6th day of June, 1990

for District 1199-Rochester, NUHHCE/SEIU
Bruce Popper
Area Director

for UR, Strong Memorial Hospital
B. E. Donbaugh
Director of Personnel
MEMORANDUM OF UNDERSTANDING
ADJUSTED BENEFIT ACCRUAL

Any Employee who commits to a work assignment of three (3) months or longer and whose standard hours are increased by 25% or more as a result of such assignment will receive an adjusted benefit accrual rate during the period of the assignment. This procedure shall apply to Employees whose standard weekly hours are sixteen (16) hours or more.

Executed this 6th day of June, 1990

for District 1199-Rochester, NUHHCE/SEIU
Bruce Popper
Area Director

for UR, Strong Memorial Hospital
B. E. Donbaugh
Director of Personnel

MEMORANDUM OF UNDERSTANDING
TRAINING BY EMPLOYEES

The Hospital and the Union agree to continue the program on Employee training. The Hospital and the Union may meet at either party's request to review or change the program. Employees doing the training will be paid an additional sixty (60) cents per hour, or higher amount if mutually agreed, while performing training activities. Announcement of the availability of trainer positions shall be made within the department through the usual channels (memorandum, posting or announcement at general staff meeting). The selection of the trainer(s) as well as the assignment and duration of the training period will be management decisions, except that in the event that two or more Employees of equal qualifications request to be trainers that the most senior Employee be selected. The final selection of trainers will be nongrievable.

Executed this 6th day of June, 1990

for District 1199-Rochester, NUHHCE/SEIU
Bruce Popper
Area Director

for UR, Strong Memorial Hospital
B. E. Donbaugh
Director of Personnel
MEMORANDUM OF UNDERSTANDING
SUBSTANCE ABUSE

The Union and the Hospital recognize that substance abuse poses a potential danger to the safety and well being of staff, patients, visitors, and students. The Union and the Hospital recognize that substance abuse may be a treatable illness and to the maximum extent possible, Employees with substance abuse problems should be identified and urged to seek assistance, treatment, and rehabilitation. The Union and the Hospital agree to increase their efforts in education, training, referral, and intervention to insure a safe workplace. To this end, the Hospital will grant paid release time to up to twenty-three (23) Union delegates and/or Union members designated by the Union to attend counselor training on substance abuse. The training for delegates will be conducted by appropriate organizations that will be mutually identified by both the Union and the Hospital. Paid release time for any individual Employee will not exceed four and one-half (4 1/2) hours. The Union and the Hospital agree to continue their discussions about the formulation of a more comprehensive policy on substance abuse in the workplace. The Union recognizes and agrees with the Hospital's intent to vigorously enforce disciplinary rules (which may include termination) in instances where Employee impairment due to substance abuse has impacted Hospital operations.

Executed this 6th day of June, 1990

for District 1199-Rochester, NUHHCE/SEIU
Bruce Popper
Area Director

for UR, Strong Memorial Hospital
B. E. Donbaugh
Director of Personnel

MEMORANDUM OF UNDERSTANDING
WEEKEND SCHEDULING-PATIENT UNIT SECRETARIES

The Hospital agrees that it will not decrease the number of weekends off for full-time Patient Unit Secretaries whose hire dates are on or before June 3, 1990. Effective June 4, 1990, the Hospital has the right to schedule newly hired or newly transferred (from other departments) full-time Patient Unit Secretaries to work alternating weekends. It is understood that full-time Patient Unit Secretaries who work weekends will not be required to work more than every other weekend.

Executed this 6th day of June, 1990

for District 1199-Rochester, NUHHCE/SEIU
Bruce Popper
Area Director
for UR, Strong Memorial Hospital
   B. E. Donbaugh
   Director of Personnel

MEMORANDUM OF UNDERSTANDING
NEEDLESTICK INJURIES

The Hospital and the Union recognize the importance of proper handling and disposal of needles and agree to work together to eliminate this hazard. To accomplish this goal, the Hospital and the Union agree that:

1. The Hospital will continue to study the introduction and use of so-called “needleless” medical devices and safer medical systems. Wherever practicable, the Hospital shall replace existing devices with these types of systems. The Union shall be invited to participate in discussions with the Hospital subcommittee responsible for evaluating these alternatives. The Union will supply any information that it may gather from other unionized facilities where such devices are in use or are being tested.

2. The Hospital will continue to conduct a thorough clinical follow-up on all Employees who been injured by needlestick. The follow-up shall include an investigation of possible exposure which is as specific as possible. It shall also include communication about possible risks, clinical options, and the offer of appropriate counseling.

3. The Hospital will continue to conduct an investigation into the causes and circumstances of each needlestick injury. Where a specific location or staff member is identified as being responsible for the injury through improper conduct or procedure, the Hospital will take appropriate action. Information regarding needlestick injuries will continue to be compiled by the Hospital and it will periodically be shared with the Union.

Executed this 8th day of June, 1994

for District 1199-Rochester, SEIU, AFL-CIO
   Bruce Popper
   President

for UR, Strong Memorial Hospital
   B. E. Donbaugh
   Director of Human Resources
MEMORANDUM OF UNDERSTANDING

DRUG TESTING OF EMPLOYEES WHO TRANSFER INTO THE HOSPITAL DIVISION

Employees represented by the Union in the Strong Memorial Hospital bargaining unit who are not employed in Hospital departments (Division 5) will be required to participate in the Hospital’s Pre-Placement Drug and Alcohol Testing Policy, if they had not previously participated in it, when they seek to transfer to a Hospital position. This policy requires that all transfer offers will be made contingent upon completion of a drug and alcohol screening test with a negative result. The testing and follow-up procedures shall meet the criteria set forth in the Side Letter between the Union and Hospital, dated September 28, 1992.

If the applicant for transfer does not appear for the test or refuses to take the test, the offer will be rescinded, except when failure to appear is due to unique circumstances beyond the Employee’s control.

If the applicant for transfer tests positive, the Hospital’s medical officer will review the results with the applicant and provide information on resources that the applicant may seek out for rehabilitation. The offer for transfer will be rescinded. In the event the Employee seeks rehabilitation, the department from which the Employee was transferring will hold the Employee’s current position until the Employee is able to return to work. If the Employee refuses rehabilitation, the Hospital may take appropriate action, subject to the provisions of Article XXVII (Discipline).

Excluded from this Policy are all Medical Center Employees hired prior to the date of implementation of the Hospital’s pre-employment drug/alcohol testing program.

Executed this 8th day of June, 1994

for District 1199-Rochester, SEIU, AFL-CIO

Bruce Popper
President

for UR, Strong Memorial Hospital

B. E. Donbaugh
Director of Human Resources

MEMORANDUM OF UNDERSTANDING

HEALTH AND SAFETY HAZARD TRAINING

The Hospital and the Union agree to place a priority on the review and evaluation of the hazard awareness training program conducted in conjunction with the Service Employees International Union (SEIU) Health and Safety Department in 1995. The evaluation will be done jointly and may include representatives from the Union, SEIU, the Hospital’s Environmental
Health & Safety Department and the Human Resources Division. Subsequent to this evaluation and dependent on the results, discussions will take place with regard to continuing the program.

It is agreed that should the program continue that it will contain essentially the same format as the 1995 program except if changed by mutual agreement. The 1995 program format consisted of the following elements: The program consisted of eight (8) hours of training for each Employee following the curriculum of the course produced by SEIU. SEIU training staff and Hospital Environmental Health and Safety (EH&S) staff were able to cooperate to develop the course curriculum and content. The text used was the SEIU workbook with possible EH&S additions for mandated OSHA training. The training was conducted by Union appointed and certified trainers who were Employees. EH&S staff were present at the training sessions; SEIU health and safety staff were also present. Representatives from both groups were mute observers unless asked a question or an egregious error occurred in the presented material. If observers from either group became an impediment to the constructive spirit of the course, that person could have been asked to leave by mutual consent of both groups. The training took place on paid time and the trainers were also paid their regular rate of pay. The Union supplied all texts and teaching materials; Hospital materials could have been used as well. The training included up to fifty (50) Employees who worked in Housekeeping, Nursing and Materials Management. Sections of the training consisted of approximately twenty-five (25) Employees each. The training of these Employees was completed on mutually agreed upon dates during 1995.

It is agreed that a continuation of the program will include pre-evaluation and post-evaluation mechanisms to assist in evaluating the program’s effectiveness.

Executed this 25th day of July, 1996

for District 1199-Rochester, SEIU, AFL-CIO
    Bruce Popper
    President

for UR, Strong Memorial Hospital
    Cynthia Beckwith
    Associate Director of Human Resources

MEMORANDUM OF UNDERSTANDING
JOB CHANGES, REENGINEERING, TRAINING AND COMPETENCY

It is understood between the Union and the Hospital that the Hospital is reviewing job duties and making job classification changes in order to meet the challenges of a new health care delivery system environment. To ensure that changes are conducted smoothly and that Employees are not disadvantaged by these changes, the Union and the Hospital have agreed to implement the following principles in addition to any other contract procedures that may apply to job classification changes:
1. Every reasonable effort shall be made to reduce the possibility that Employees are laid off as a result of job redesign, job restructuring, outsourcing of work, or job classification changes.

2. Every reasonable effort shall be made to reduce the possibility that Employees suffer an involuntary loss in pay or hours or work as a result of job redesign or job classification changes.

3. The Hospital will present an overall plan of any proposed job changes to the Union on a quarterly basis.

4. A joint committee of Hospital and Union representatives shall meet at least monthly to review job changes that are occurring and any that are planned.

5. The Hospital and the Union will design and implement an enhanced Employee training program to better enable Employees to qualify for job opportunities. The Hospital shall be able to establish competency testing to determine Employee ability to perform duties of different job positions, provided that the standards of such tests are linked to training programs designed to help Employees achieve the competency standards and provided that these training programs are subject to the review of a mutually agreeable third party for relevance, objectivity and fairness. It is understood that Employees who demonstrate competency through successfully completing training and/or testing shall be considered to have the requisite ability to perform the work.

6. The Hospital and the Union will discuss the establishment of a “workload complaint procedure” to expedite the handling of Employee concerns about workload, especially with regard to new or substantially changed job classifications. This discussion will take place in the joint committee referenced above.

Executed this 25th day of July, 1996

for District 1199-Rochester, SEIU, AFL-CIO
Bruce Popper
President

for UR, Strong Memorial Hospital
Cynthia Beckwith
Associate Director of Human Resources

MEMORANDUM OF UNDERSTANDING
STAFF LOUNGES

The Hospital agrees that it will not reduce the number of areas designated as staff lounges and Employee break areas during the term of this Agreement. A joint Union and Hospital
committee will continue to discuss and develop ways to identify and furnish additional non-work break areas for Employees. The input of this joint committee, as well as the input of the Union, will be considered by the Hospital space committee.

Executed this 25th day of July, 1996

for District 1199-Rochester, SEIU, AFL-CIO
Bruce Popper
President

for UR, Strong Memorial Hospital
Cynthia Beckwith
Associate Director of Human Resources

MEMORANDUM OF UNDERSTANDING
EMPLOYEE ASSISTANCE PROGRAM

It is agreed between the Hospital and the Union that the Hospital will continue to offer the services of its Employee Assistance Program to Employees on the same terms as these services are offered to other employees of the Hospital not represented by the Union.

The Hospital agrees to invite the Union to designate a representative to serve on the University’s Oversight Committee on the Employee Assistance Program. The Hospital further agrees that it will not make substantial and major changes to the Program without prior notification to the Union. Upon request, the Union and the Hospital will meet and discuss any such proposed changes.

Both the Hospital and the Union continue to recognize the need to treat any Employee Record that may be used through the Employee Assistance Program with the strictest confidentiality.

Executed this 30th day of June, 1998

for District 1199-Rochester, SEIU, AFL-CIO
Bruce Popper
President

for UR, Strong Memorial Hospital
Charles J. Murphy
Director of Human Resources
MEMORANDUM OF UNDERSTANDING
RETURN TO WORK

The Union and the Hospital agree to continue their joint committee to discuss and review programs that facilitate the return to work of Employees who are on disability and Workers' Compensation. The committee will also review information regarding back injuries and lifting injuries at the Hospital, evaluate programs that are intended to prevent and reduce such injuries, and make recommendations to the Hospital and the Union for future programs. The committee shall review policies and procedures for Employees’ involvement in Hospital “early return to work” programs.

The committee shall be composed of an equal number of Hospital and Union appointed representatives. Paid release time shall be provided for Employees who are selected to serve on the committee.

The Hospital agrees to supply the Union with information about Employees on disability and Workers’ Compensation on a biweekly basis. This information shall include:

- names and social security numbers of Employees on disability and Workers Compensation together with the dates of disability and the dates of return to work.

- notice of each Employee being considered for “early return to work”.

- notice of each Employee participating in any “early return to work” placement together with the number of hours of work of the placement, the Employee’s standard weekly hours before the disability, the job position of the placement and any conditions of the placement.

- the policies and procedures governing any “early return to work” program, including guidelines for reviewing Employee placements and a detailed task analysis of each job position an Employee is placed into before such an Employee is placed.

- notice of any changes in policy, procedure, guidelines, and task analyses used by any “early return to work” program.

Executed this 30th day of June, 1998
for District 1199-Rochester, SEIU, AFL-CIO
Bruce Popper
President

for UR, Strong Memorial Hospital
Charles J. Murphy
Director of Human Resources
MEMORANDUM OF UNDERSTANDING
UNION OFFICE SPACE

Upon request, the Hospital agrees to meet and discuss the issue of office space for Unit officers at the Medical Center.

Executed this 12th day of July, 2000

for Local 1199Upstate, SEIU, AFL-CIO
Marshall Blake
President

for Strong Memorial Hospital, URMC
Charles J. Murphy
Director of Human Resources

MEMORANDUM OF UNDERSTANDING
PROGRESSIVE AND CORRECTIVE DISCIPLINE

It is understood that the Hospital utilizes a policy of progressive and corrective discipline consistent with prevailing labor relations arbitration standards.

Executed this 12th day of July, 2000

for Local 1199Upstate, SEIU, AFL-CIO
Marshall Blake
President

for Strong Memorial Hospital, URMC
Charles J. Murphy
Director of Human Resources

MEMORANDUM OF UNDERSTANDING
WORKPLACE LEARNING PROGRAM

The Union and the Hospital agree to continue their joint committee on Workplace Learning Programs. The Union and the Hospital agree to review and evaluate the current program and to discuss continuing and expanding current programs, continuing their participation in the Rochester Workplace Literacy Consortium, and seeking additional outside support for programs. The committee shall consist of equal numbers of members appointed by the Union and the Hospital. Paid release time shall be provided for committee meetings. The committee shall report on its work on an ongoing basis to the Union President and to the Medical Center’s Director of Human Resources.
The Hospital and the Union shall continue to develop a comprehensive training plan for Employees. Grant funding will be sought. This training plan will be the basis for designing specific training programs to be offered to Employees.

Employees shall be paid their regular pay for time spent in training classes and programs.

The Hospital agrees to pay a Union designated Employee(s) up to forty (40) hours per week, or more by mutual agreement, at his/her regular pay plus a premium of $.50 per hour, or at a rate of pay recommended by UR Compensation on the basis of a review of duties of the position(s), whichever is greater, to be assigned to coordinate Employee participation and other aspects of the program during the duration of this Agreement unless CHCCDP grant funding is discontinued. It is understood that unused paid time may be accumulated not to exceed a total two thousand eighty (2080) hours in a contract year, except by mutual agreement. Employees working on such workplace learning programs will be offered suitable office space if available for their use.

Additional Employee(s) may be released with pay at their regular rates to perform clerical and administrative support functions of the programs as needed and by mutual agreement between the Hospital and the Union.

In addition to any other workplace learning programs, the Hospital agrees to apply for a minimum of five hundred thousand dollars ($500,000) from the New York State Community Health Care Conversion Demonstration Project (NYSCHCCDP) in its first two (2) budget years to be allocated and applied to training programs for Employees (including pay for time spent in training classes and staff replacement costs) during the term of this Agreement or longer if determined by the terms of the grant. The Hospital also agrees to apply for funding under NYSCHCCDP for further budget years and allocate and apply at least fifty percent (50%) of the training monies in the NYSCHCCDP funds to training programs for Employees (including pay for time spent in training classes, staff replacement costs, and administrative expenses). These monies will be spent on mutually agreed upon training programs and other training purposes reimbursable under the NYSCHCCDP.

The Hospital will pay for mutually agreed upon consultants contingent upon reimbursement from grant funding.

Executed this 30th day of June, 1998

for District 1199-Rochester, SEIU, AFL-CIO
Bruce Popper
President

for UR, Strong Memorial Hospital
Charles J. Murphy
MEMORANDUM OF UNDERSTANDING
HOLDING OF JOB POSITION WHEN AN EMPLOYEE IS ON DISABILITY

The Hospital will hold open an Employee’s job position during periods of approved work related (Workers’ Compensation) or non-work related (Short Term Sick Leave) illness or injury disability absence. Such an Employee’s job position may be permanently filled after six (6) months when the Employee has two (2) or more years of seniority, or after three (3) months when the Employee has less than two (2) years of seniority.

Supervisors shall have the option of holding positions open for longer periods.

An Employee whose job position has been permanently filled while he/she was absent due to illness or injury shall have his/her return and placement rights governed by the Leave of Absence return to work procedures.

For 1199SEIU, United Healthcare Workers East
Bruce Popper
Vice President

For Strong Memorial Hospital
Charles J. Murphy
Assoc. Vice President, Human Resources
MEMORANDUM OF UNDERSTANDING
ADULT EDUCATION PROGRAM

The Union and the Hospital agree to form a joint task force to develop an adult education program for Employees. The Hospital will commit to paid release time for enrolled Employees to attend adult education classes as follows: five thousand (5000) hours in the first year of the contract, six thousand (6000) hours in the second year of the contract, and seven thousand (7000) hours in the third year of the contract. These hours are a total for both University and Hospital service employee bargaining units combined. It is the intent of the Union and the Hospital to continue the practice of holding classes at the workplace.

For 1199SEIU, United Healthcare Workers East
   Bruce Popper
   Vice President

For Strong Memorial Hospital
   Charles J. Murphy
   Assoc. Vice President, Human Resources
SIDE LETTERS (1994)

The following constitute the side letter agreements reached during collective bargaining between the Hospital and the Union in 1994:

1. POSITION AND SHIFT CHANGES OF DIETARY ASSISTANTS. Part-time Dietary Assistants who work thirty (30) or more hours will be considered full-time for purposes of Article VII Paragraph 7 (Position and Shift Change).

2. SHIFT ROTATION OF PATIENT UNIT SECRETARIES. The Hospital and the Union agree to meet and discuss concerns related to shift rotation of Patient Unit Secretaries. The meeting(s) will take place within the first six (6) months of this Agreement. Employees, not to exceed three (3), shall be released with pay to attend such meeting(s).

3. LOA AND SICK DAY EARNINGS. In the event an Employee’s anniversary date occurs during an unpaid leave of absence, and the Employee would otherwise have earned his/her annual adjustment of sick days on that date, the Employee shall receive a prorated number of sick days upon return to active employment, based on the number of months remaining in the anniversary year.

4. STAFF LOUNGES. A joint Union and Hospital committee will be formed to develop a plan to identify and furnish non-work break areas for all Employees. This committee will be invited to present its plan before the Hospital space committee.

5. HEALTH BENEFITS FOR EMPLOYEES TRANSFERRING INTO THE BARGAINING UNIT. The Hospital and the Union agree to meet within the first three (3) months of this Agreement to work out a procedure that ensures that University and Hospital employees who transfer into the bargaining unit and who carry health benefit coverage through the University or Hospital do not experience a lapse in coverage as a result of the transfer.

for UR, Strong Memorial Hospital
B. E. Donbaugh
Director of Human Resources

for District 1199-Rochester, SEIU, AFL-CIO
Bruce E. Popper
President
SIDE LETTERS (1996)

The following constitute the side letter agreements reached during collective bargaining between the Hospital and the Union in 1996:

1. TEMPORARY EMPLOYEES. The Hospital agrees that the number of temporary employees working in bargaining unit type positions will not exceed a number equal to eight and one-half percent (8.5%) of the Employees who paid Union dues during the month of May, 1996 (i.e. 816). This number will be adjusted in January, 1997; July, 1997; and January, 1998, based on the dues deduction numbers of November, 1996; May, 1997; and November, 1997, respectively. This limit does not include temporaries who are covering for extended disabilities or leaves of absence (i.e. those of more than thirty (30) days duration).

2. TEMPORARY EMPLOYEES AND LAYOFF. It is understood that no Employee may be laid off while any temporary employee is performing bargaining unit work that such Employee has the ability to perform.

3. WORKPLACE LEARNING PROGRAM. The Union and the Hospital have agreed on a joint submission to the Rochester Workplace Learning Consortium to expand and enhance existing workplace training programs for Employees. The submission outlines the proposed extent of training and the types of training to be done, and it provides for paid work release of Employees while participating in the program. The Union and the Hospital will discuss how to best promote participation in the program, including the issue of assigning staff to coordinate program activities.

for UR, Strong Memorial Hospital
    Cynthia Beckwith
    Associate Director of Human Resources

for District 1199-Rochester, SEIU, AFL-CIO
    Bruce E. Popper
    President
SIDE LETTERS (1998)

The following constitute the side letter agreements reached during collective bargaining between the Hospital and the Union in 1998:

1. STOOLS FOR TRAYLINE EMPLOYEES. The Hospital agrees to have the University’s Environmental Health & Safety (EH&S) Director study the efficacy of the Union’s request for stools being made available for trayline Employees in the Food & Nutrition Department. The EH&S Director will meet with affected Employees and their Union Delegate to hear their concerns, and with department management. He/she will report her findings and recommendations to the department and to the Union within three (3) months of the effective date of this Agreement.

2. AMERICANS WITH DISABILITIES ACT. The Hospital and the Union agree to refer the issue of the Hospital’s compliance with provisions of the Americans With Disabilities Act (ADA) to the joint committee on Return to Work.

3. LUMP SUM PAYMENT TO THE NATIONAL BENEFIT FUND. The Hospital and the University agree to make a $150,000 lump sum payment to the National Benefit Fund based on an estimate of an amount of payroll that was not reported to the Fund for purposes of contributions over the six (6) year period immediate prior to this Agreement. The unreported amount involved payroll of Employees in both the Hospital and Campus bargaining units. The Hospital and the University agree to pay a minimum of one-half (1/2) (i.e. $75,000) of the lump sum payment to be received by the National Benefit Fund no later than December 31, 1998. The Hospital and the University agree to pay the remaining balance of the lump sum payment to be received by the National Benefit Fund no later than July 31, 1999. The Hospital and the University further agree to correct the payroll reporting problem that caused the underreporting.

4. TEMPORARY EMPLOYEES. The Hospital agrees that the number of temporary employees working in bargaining unit type positions will not exceed a number equal to eight and one-half percent (8.5%) of the Employees who paid Union dues during the month of May, 1996 (i.e. 816). This number was adjusted in January, 1997; July, 1997; and January, 1998, based on the dues deduction numbers of November, 1996; May, 1997; and November, 1997, respectively. This number shall continue to be adjusted each January and July based on the formula above. This limit does not include temporaries who are covering for extended disabilities or leaves of absence (i.e. those of more than thirty (30) days duration).

Executed this 30th day of June, 1998

for District 1199-Rochester, SEIU, AFL-CIO
Bruce Popper
President
for UR, Strong Memorial Hospital
Charles J. Murphy
Director of Human Resources
SIDE LETTERS (2000)

1. UNIT CLARIFICATION. The parties agree that completion of the current negotiations will not constitute a time bar to filing a unit clarification petition with the National Labor Relations Board regarding the Eastman Dental Center, or current positions titled Clinical Technician. The parties agree that such petition(s), if filed, will be filed no later than December 31, 2000.

2. DENTAL BENEFIT IMPROVEMENTS. The NBF will submit a revised schedule of dental payment rates to the Hospital and the Union that utilize $55,000 additional revenue in the Agreement’s first year and another $55,000 additional revenue (i.e. a total of $110,000 of new revenue in the second contract year) in the Agreement’s second year. The NBF proposed schedule will not be unreasonably denied by the Hospital nor the Union. The first schedule revision will take effect October 1, 2000. The second will take effect no later than July 1, 2001, or on another date mutually agreed upon between the Hospital and the Union.

3. HEALTH BENEFITS FOR EMPLOYEES TRANSFERRING INTO THE BARGAINING UNIT. The Hospital and the Union agree to maintain health and dental coverage for employees who transfer into the bargaining unit in the following manner. A non-represented employee who transfers into a position represented by SEIU Local 1199Upstate will be considered to have satisfied the sixty (60) day waiting period and will continue unchanged his/her health and dental coverage and employee contributions for an additional thirty (30) days until the employee begins coverage under the National Benefit Fund.

4. HEALTH BENEFITS FOR EMPLOYEES ON MILITARY LEAVE. Employees who are ordered to active military duty shall be eligible to continue their family health coverage and family dental coverage and other benefits being provided under the National Benefit Fund while on unpaid military leave status with the Hospital. Beginning with the first full month of continuous leave, the Hospital shall make for that Employee a monthly payment to the National Benefit Fund in the amount sufficient to maintain the Employee’s benefit class prior to the military leave.

   The Employee must apply for this continuation of benefits and submit a copy of his/her military orders. This monthly payment will be made for a maximum of six (6) months, or for the duration of the military leave, whichever is less. Employees must reapply to continue health and dental benefits if their military leave is extended, or extends beyond six (6) months. Such special payment shall end when the Employee returns to work or ends military leave.

5. TRAINING FUND. The Hospital and the Union agree to meet and discuss whether to establish a joint Union/Management training fund or participate in an already existing training fund (for example, the SEIU 1199 New York Training and Upgrading Fund).

6. HRIS ISSUES. It is understood between the Union and the Hospital that the Hospital
is reviewing the current Human Resources Information System to fully implement its capabilities. The Hospital and Union agree to form a joint committee to discuss and review issues surrounding the Human Resources Information System.

Executed this 12th day of July, 2000

for Local 1199Upstate, SEIU, AFL-CIO
   Marshall Blake
   President

for Strong Memorial Hospital, URMC
   Charles J. Murphy
   Director of Human Resources
SIDE LETTERS (2004)

1. TRAINING FUND START-UP

The Hospital and the Union agree that:

(1) since final agreement and ratification of the 2004 - 2005 collective bargaining agreement occurred after January 1, 2005, and

(2) since the Hospital continued to provide benefits under the University of Rochester tuition benefits plan to Employees, and

(3) as a result, the Hospital incurred expenses for tuition benefits after January 1, 2005 for the Spring semester, and

(4) since the collective bargaining Agreement provides that expenses for Employee tuition benefits incurred after January 1, 2005 be paid by the 1199 SEIU/League Training and Upgrading Fund, therefore

(5) the Hospital shall receive credit for tuition expenses incurred for the Spring, 2005 semester on behalf of Employees. The Hospital shall deduct these expenses from contributions owed to the 1199 SEIU/League Training and Upgrading Fund in accordance with this Agreement. The Hospital shall also submit to the 1199 SEIU/League Training and Upgrading Fund an itemization of the tuition expenses that it is requesting credit for at the time that the Hospital makes such a modified contribution.

2. INFORMATION FOR THE NATIONAL BENEFIT FUND

The Hospital/University is providing the following information to share with the National Benefit Fund (NBF).

The Hospital /University estimates that the wage increase in this Agreement will be sufficient to meet or exceed the funding levels of a three percent (3%) increase and a rate of twenty-three and two-tenths percent (23.2%) as required by Milliman, USA, the NBF Actuary, when combined with a lump sum payment of $50,000 payable upon ratification of this Agreement to the NBF for Employees in the Hospital and University bargaining units combined.

The Hospital/University’s estimates are based on contributions for the period of this Agreement at a rate of 23.2% generated by base wage rates according to the following:

- Incumbent Employee wage rates increasing by 2.75% retroactively to October 3, 2004.
- Newly hired Employees after April 3, 2005 being paid according to Appendix C, Wage Schedule II, and
A one-time lump sum contribution of $50,000 payable to the NBF upon ratification of this Agreement.

Executed this 17th day of March, 2005

for 1199 SEIU New York’s Health & Human Service Union, AFL-CIO
Dennis Rivera
President

for Strong Memorial Hospital, URMC
Charles J. Murphy
Associate Vice President of Human Resources

SIDE LETTERS (2007)

1) The Union and the Hospital agree to a summit meetings between the president of the University and the president of 1199SEIU to discuss how the Union and the Hospital will conduct themselves when there is organizing activity by non-represented employees to join the Union. The general counsels of the Union and the University, or their designees, shall draft a mutually agreed upon agenda for the summit meeting. Topics may include other items of mutual interest. The summit meeting shall occur in the first year of the Agreement.

2) The Union and the University/Hospital agree to meet and discuss the bargaining unit placement of the job classification listed below within six (6) months of the execution of this Agreement. If, after meeting, the parties disagree about the bargaining unit placement of the listed job classification, then either party may proceed to resolve the dispute through the unit clarification procedure of the National Labor Relations Board (NLRB).

Order and Receiving Clerk in Surgery

3) The Hospital agrees to notify the Union of any change in parking rates charged to Employees prior to the effective date of such change. Upon request, the Hospital agrees to meet and discuss the proposed change with Union appointed representatives and to consider constructive suggestions regarding Hospital parking policies.
4) The University agrees that 1199SEIU National Benefit Fund may enhance its dental benefits, at its discretion, during the term of this Agreement.

Memorandum of Agreement Sign Off

Agreed this sixth day of October, 2007, and subject to Union membership ratification scheduled for the tenth day of October 2007.

_____________________________  ______________________________
For 1199SEIU                                           For Strong Memorial Hospital, URMC
SIDE LETTERS (2005)

1. The Union and the University/Hospital agree to meet and discuss the bargaining unit placement of the job classifications listed below within six (6) months of the execution of this Agreement. If, after meeting, the parties disagree about the bargaining unit placement of any of the listed job classifications, then either party may proceed to resolve the dispute through the unit clarification procedure of the National Labor Relations Board (NLRB).

   Clinical Technician in Nursing ICU’s
   Expeditor in Food and Nutrition
   Ordering and Receiving Clerk in Surgery

2. The University invites all Employees to participate in the process of achieving it’s goals of greater diversity and positive community involvement. The University will set up procedures that ensure that Employees’ voices are heard in this process. The Union’s input will be sought in setting up these procedures.

3. The University and Hospital combined will make a one-time lump sum payment of $100,000.00 to the 1199 SEIU National Benefit Fund upon ratification of this Agreement.

4. The Hospital agrees to notify the Union of any change in parking rates charged to Employees prior to the effective date of such change. Upon request, the Hospital agrees to meet and discuss the proposed change with Union appointed representatives and to consider constructive suggestions regarding Hospital parking policies.

5. Any Employee affected by the change of the classification Food Service Worker from paygrade 22 to 23 shall be treated as if they are in paygrade 23 at the start of this Agreement.

Executed this 21st day of April, 2006.

For 1199SEIU Healthcare Workers East

/s/ Dennis Rivera

Dennis Rivera
President

For URMC, Strong Memorial Hospital

/s/ Charles J. Murphy

Charles J. Murphy
Associate Vice-president for Human Resources