

**Memorandum of Understanding  
2023 Market Adjustments**

This Memorandum of Understanding is entered into by Mercy Hospital, Kenmore Mercy Hospital, Sisters of Charity Hospital, St. Joseph Campus (hereinafter, “the Employers”) and the Communications Workers of America, AFL-CIO (hereinafter, “the Union”), (collectively, “the Parties”) on this 7<sup>th</sup> day of April 2023.

Due to market changes, the Parties have been in discussions to make the following amendments to the existing collective bargaining agreements which expire on June 30, 2025:

**1. Quarterly Job Review Committee**

The parties agree to establish a Quarterly Job Review Committee for the purpose of analyzing positions that may require an upgrade in wages. The language will read as follows:

**Memorandum of Understanding #\_\_  
Quarterly Job Review Committee**

“The Employers and the Union do hereby agree to establish a committee with the goal of beginning a quarterly review of identified job titles covered by this Agreement that may require an upgrade in wages. The Union or the Employers may bring to the committee their respective requests for changes in the appropriate placement of job titles on the wage scale, that are subject of the request for review. This group will review rolling turnover data, market compensation data, vacancy rates, recruiting metrics as well as job descriptions and additional job responsibilities. The committee will be comprised of representatives from Human Resources, including compensation, members of the recruitment team, and an equal member of union representatives. Other representatives will be invited as necessary.

Furthermore, the Parties agree, that effective July 1, 2024 the committee will meet on a monthly basis and will conduct an extensive review of the wages scales in the contract, in preparation of 2025 contract negotiations. The committee’s goal will be to ensure the structure of the wage scales are accurate as to steps, the increases between steps, the grade structure, the increases between grades and the placement of job titles in the correct grade”.

This MOU will be included in the Common Table section of the contract and will cover all bargaining units.

**2. Health Coverage**

Article 53, Health Coverage, Section 2. will be amended to read as follows:

~~“An employee may initially select individual or family health plan coverage within sixty (60) days of the date of employment at full cost to the employee. The Employers’/Hospitals’ subsidy toward health coverage for full- time and part- time employees shall commence on the thirtieth (30th) day of employment.~~ Changes in coverage may be made during open enrollment each year or within thirty-one (31) days of a life qualifying event where the change made is consistent with the event (e.g., adding a dependent, as a result of getting married).

This MOU will be included in the Common Table section of the contract and will cover all bargaining units.

### 3. Wages

A. Article 55, Service Salaries, Section 2., will be amended to read as follows:

i.) “ Progression through the steps of the salary scale shall be automatic and shall become effective on the first day of the next payroll period following achievement of the time requirement. **Any employee who transfers from one Hospital to another Hospital in the Catholic Health system and remains in the same job title shall maintain the same rate of pay and the same salary review date from the prior Employer”.**

ii.) Article 55, Service Salaries, Section 5., will be amended to read as follows:

“The right to begin new employees in Steps 1 through 6 7 is based upon the Employers’/Hospitals’ assessment of that employee’s prior related experience and is reserved to the Employer(s)/Hospital(s). **Employees who are rehired to work at a Catholic Health facility within three (3) years of their date of separation, will be placed in the wage step they were in at the time of the separation, provided they return to the same job title”.**

B. Article 56, Clerical Salaries, Section 2., will be amended to read as follows:

i.) “ Progression through the steps of the salary scale shall be automatic and shall become effective on the first day of the next payroll period following achievement of the time requirement. **Any employee who transfers from one Hospital to another Hospital in the Catholic Health system and remains in the same job title shall maintain the same rate of pay and the same salary review date from the prior Employer”.**

ii.) Article 56, Clerical Salaries, Section 5., will be amended to read as follows:

“The right to begin new employees in Steps 1 through 6 7 is based upon the Employers’/Hospitals’ assessment of that employee’s prior related experience and is reserved to the Employer(s)/Hospital(s). **Employees who are rehired to work at a Catholic Health facility within three (3) years of their date of separation, will be placed in the wage step they were in at the time of the separation, provided they return to the same job title”.**

C. Article 57, Technical Salaries, Section 1., will be amended to read as follows:

i.) “This schedule will represent a new base scale for employees in technical job titles and will become effective on April 9, 2023:

Grade	Hire Rate	Year 1	Year 2	Year 3	Year 4	Year 5	Year 8	Year 12	Year 16	Year 20
	1	2	3	4	5	6	7	8	9	10
T9	\$20.45	\$21.30	\$21.93	\$22.59	\$23.24	\$24.28	\$24.82	\$26.04	\$26.95	\$27.41
T9.5	\$22.43	\$23.00	\$23.61	\$24.26	\$24.93	\$25.57	\$26.24	\$26.90	\$27.55	\$28.23
T10	\$24.34	\$25.08	\$25.73	\$26.49	\$27.23	\$27.99	\$28.74	\$29.49	\$30.26	\$31.05
T10L	\$25.41	\$26.16	\$26.80	\$27.62	\$28.36	\$29.17	\$30.23	\$30.88	\$31.56	\$32.66
T11	\$25.41	\$26.08	\$26.72	\$27.37	\$27.98	\$28.65	\$29.29	\$29.92	\$30.60	\$31.28
T11.5	\$29.26	\$29.94	\$30.63	\$31.33	\$32.04	\$32.79	\$34.04	\$34.83	\$35.62	\$36.45
T11.5L	\$30.33	\$31.01	\$31.70	\$32.45	\$33.18	\$33.96	\$35.34	\$36.22	\$37.12	\$38.06
T12	\$30.19	\$31.06	\$31.83	\$32.63	\$33.45	\$34.27	\$35.32	\$36.20	\$37.07	\$37.96
T12.5	\$31.10	\$32.16	\$33.02	\$33.92	\$34.85	\$35.74	\$36.60	\$37.57	\$38.51	\$39.48
T12.5L	\$32.17	\$33.24	\$34.10	\$35.05	\$35.97	\$36.92	\$37.88	\$38.96	\$40.01	\$41.08
T13	\$31.40	\$32.41	\$33.23	\$34.09	\$35.00	\$35.89	\$36.74	\$37.79	\$38.82	\$39.79
T13L	\$32.47	\$33.48	\$34.30	\$35.21	\$36.12	\$37.07	\$38.02	\$39.19	\$40.32	\$41.40
T13.5	\$32.22	\$33.12	\$34.03	\$34.93	\$35.87	\$36.81	\$37.74	\$38.64	\$39.67	\$41.37
T13.5L	\$33.24	\$34.14	\$35.05	\$35.98	\$36.92	\$37.86	\$38.96	\$39.95	\$41.10	\$42.90
T14	\$33.34	\$34.31	\$35.19	\$36.13	\$36.99	\$37.93	\$38.90	\$39.79	\$40.86	\$42.61
T14L	\$34.42	\$35.39	\$36.27	\$37.26	\$38.11	\$39.11	\$40.12	\$41.09	\$42.27	\$43.45
T14B	\$33.94	\$34.88	\$35.84	\$36.76	\$37.68	\$38.64	\$39.75	\$40.69	\$41.78	\$43.57
T14BL	\$35.01	\$35.96	\$36.91	\$37.89	\$38.81	\$39.81	\$41.04	\$42.08	\$43.28	\$45.18
T14C	\$34.16	\$35.10	\$36.11	\$37.30	\$38.40	\$38.87	\$39.75	\$40.69	\$41.78	\$43.57
T14CL	\$35.23	\$36.18	\$37.18	\$38.43	\$39.53	\$40.04	\$41.04	\$42.08	\$43.28	\$45.18
T14.5	\$35.22	\$36.16	\$37.17	\$38.11	\$39.09	\$40.08	\$41.14	\$42.11	\$43.26	\$44.43
T14.5L	\$36.30	\$37.23	\$38.24	\$39.24	\$40.22	\$41.26	\$42.43	\$43.51	\$44.76	\$46.04
T15	\$36.49	\$37.44	\$38.44	\$39.47	\$40.48	\$41.52	\$42.53	\$43.54	\$44.72	\$45.92
T15L	\$37.57	\$38.51	\$39.55	\$40.60	\$41.61	\$42.69	\$43.82	\$44.93	\$46.21	\$47.52
T16	\$41.08	\$42.30	\$43.54	\$44.85	\$46.21	\$46.91	\$47.61	\$49.05	\$50.49	\$52.00
T16L	\$42.15	\$43.38	\$44.61	\$45.98	\$47.34	\$48.09	\$48.79	\$50.39	\$51.99	\$53.62

“This schedule will be effective the first full pay period in June, 2023 and reflects a two and one-half percent (2.5%) general increase:

Grade	Hire Rate	Year 1	Year 2	Year 3	Year 4	Year 5	Year 8	Year 12	Year 16	Year 20
	1	2	3	4	5	6	7	8	9	10
T9	\$20.96	\$21.83	\$22.48	\$23.15	\$23.82	\$24.89	\$25.44	\$26.69	\$27.62	\$28.10
T9.5	\$22.99	\$23.58	\$24.20	\$24.87	\$25.55	\$26.21	\$26.90	\$27.57	\$28.24	\$28.94
T10	\$24.95	\$25.71	\$26.37	\$27.15	\$27.91	\$28.69	\$29.46	\$30.23	\$31.02	\$31.83

T10L	\$26.05	\$26.81	\$27.47	\$28.31	\$29.07	\$29.90	\$30.99	\$31.65	\$32.35	\$33.48
T11	\$26.05	\$26.73	\$27.39	\$28.05	\$28.68	\$29.37	\$30.02	\$30.67	\$31.37	\$32.06
T11.5	\$29.99	\$30.69	\$31.40	\$32.11	\$32.84	\$33.61	\$34.89	\$35.70	\$36.51	\$37.36
T11.5L	\$31.09	\$31.79	\$32.49	\$33.26	\$34.01	\$34.81	\$36.22	\$37.13	\$38.05	\$39.01
T12	\$30.94	\$31.84	\$32.63	\$33.45	\$34.29	\$35.13	\$36.20	\$37.11	\$38.00	\$38.91
T12.5	\$31.88	\$32.96	\$33.85	\$34.77	\$35.72	\$36.63	\$37.52	\$38.51	\$39.47	\$40.47
T12.5L	\$32.97	\$34.07	\$34.95	\$35.93	\$36.87	\$37.84	\$38.83	\$39.93	\$41.01	\$42.11
T13	\$32.19	\$33.22	\$34.06	\$34.94	\$35.88	\$36.79	\$37.66	\$38.73	\$39.79	\$40.78
T13L	\$33.28	\$34.32	\$35.16	\$36.09	\$37.02	\$38.00	\$38.97	\$40.17	\$41.33	\$42.44
T13.5	\$33.03	\$33.95	\$34.88	\$35.80	\$36.77	\$37.73	\$38.68	\$39.61	\$40.66	\$42.40
T13.5L	\$34.07	\$34.99	\$35.93	\$36.88	\$37.84	\$38.81	\$39.93	\$40.95	\$42.13	\$43.97
T14	\$34.17	\$35.17	\$36.07	\$37.03	\$37.91	\$38.88	\$39.87	\$40.78	\$41.88	\$43.68
T14L	\$35.28	\$36.27	\$37.18	\$38.19	\$39.06	\$40.09	\$41.12	\$42.12	\$43.33	\$44.54
T14B	\$34.79	\$35.75	\$36.74	\$37.68	\$38.62	\$39.61	\$40.74	\$41.71	\$42.82	\$44.66
T14BL	\$35.89	\$36.86	\$37.83	\$38.84	\$39.78	\$40.81	\$42.07	\$43.13	\$44.36	\$46.31
T14C	\$35.01	\$35.98	\$37.01	\$38.23	\$39.36	\$39.84	\$40.74	\$41.71	\$42.82	\$44.66
T14CL	\$36.11	\$37.08	\$38.11	\$39.39	\$40.52	\$41.04	\$42.07	\$43.13	\$44.36	\$46.31
T14.5	\$36.10	\$37.06	\$38.10	\$39.06	\$40.07	\$41.08	\$42.17	\$43.16	\$44.34	\$45.54
T14.5L	\$37.21	\$38.16	\$39.20	\$40.22	\$41.23	\$42.29	\$43.49	\$44.60	\$45.88	\$47.19
T15	\$37.40	\$38.38	\$39.40	\$40.46	\$41.49	\$42.56	\$43.59	\$44.63	\$45.84	\$47.07
T15L	\$38.51	\$39.47	\$40.54	\$41.62	\$42.65	\$43.76	\$44.92	\$46.05	\$47.37	\$48.71
T16	\$42.11	\$43.36	\$44.63	\$45.97	\$47.37	\$48.08	\$48.80	\$50.28	\$51.75	\$53.30
T16L	\$43.20	\$44.46	\$45.73	\$47.13	\$48.52	\$49.29	\$50.01	\$51.65	\$53.29	\$54.96

“This schedule will be effective the first full pay period in June, 2024 and reflects a two and three quarters percent (2.75%) general increase:

Grade	Hire Rate	Year 1	Year 2	Year 3	Year 4	Year 5	Year 8	Year 12	Year 16	Year 20
	1	2	3	4	5	6	7	8	9	10
T9	\$21.54	\$22.43	\$23.10	\$23.79	\$24.48	\$25.57	\$26.14	\$27.42	\$28.38	\$28.87
T9.5	\$23.62	\$24.23	\$24.87	\$25.55	\$26.25	\$26.93	\$27.64	\$28.33	\$29.02	\$29.74
T10	\$25.64	\$26.42	\$27.10	\$27.90	\$28.68	\$29.48	\$30.27	\$31.06	\$31.87	\$32.71
T10L	\$26.77	\$27.55	\$28.23	\$29.09	\$29.87	\$30.72	\$31.84	\$32.52	\$33.24	\$34.40
T11	\$26.77	\$27.47	\$28.14	\$28.82	\$29.47	\$30.18	\$30.85	\$31.51	\$32.23	\$32.94
T11.5	\$30.81	\$31.53	\$32.26	\$32.99	\$33.74	\$34.53	\$35.85	\$36.68	\$37.51	\$38.39
T11.5L	\$31.94	\$32.66	\$33.38	\$34.17	\$34.95	\$35.77	\$37.22	\$38.15	\$39.10	\$40.08
T12	\$31.79	\$32.72	\$33.53	\$34.37	\$35.23	\$36.10	\$37.20	\$38.13	\$39.05	\$39.98
T12.5	\$32.76	\$33.87	\$34.78	\$35.73	\$36.70	\$37.64	\$38.55	\$39.57	\$40.56	\$41.58
T12.5L	\$33.88	\$35.01	\$35.91	\$36.92	\$37.88	\$38.88	\$39.90	\$41.03	\$42.14	\$43.27
T13	\$33.08	\$34.13	\$35.00	\$35.90	\$36.87	\$37.80	\$38.70	\$39.80	\$40.88	\$41.90

T13L	\$34.20	\$35.26	\$36.13	\$37.08	\$38.04	\$39.05	\$40.04	\$41.27	\$42.47	\$43.61
T13.5	\$33.94	\$34.88	\$35.84	\$36.78	\$37.78	\$38.77	\$39.74	\$40.70	\$41.78	\$43.57
T13.5L	\$35.01	\$35.95	\$36.92	\$37.89	\$38.88	\$39.88	\$41.03	\$42.08	\$43.29	\$45.18
T14	\$35.11	\$36.14	\$37.06	\$38.05	\$38.95	\$39.95	\$40.97	\$41.90	\$43.03	\$44.88
T14L	\$36.25	\$37.27	\$38.20	\$39.24	\$40.13	\$41.19	\$42.25	\$43.28	\$44.52	\$45.76
T14B	\$35.75	\$36.73	\$37.75	\$38.72	\$39.68	\$40.70	\$41.86	\$42.86	\$44.00	\$45.89
T14BL	\$36.88	\$37.87	\$38.87	\$39.91	\$40.87	\$41.93	\$43.23	\$44.32	\$45.58	\$47.58
T14C	\$35.97	\$36.97	\$38.03	\$39.28	\$40.44	\$40.94	\$41.86	\$42.86	\$44.00	\$45.89
T14CL	\$37.10	\$38.10	\$39.16	\$40.47	\$41.63	\$42.17	\$43.23	\$44.32	\$45.58	\$47.58
T14.5	\$37.09	\$38.08	\$39.15	\$40.13	\$41.17	\$42.21	\$43.33	\$44.35	\$45.56	\$46.79
T14.5L	\$38.23	\$39.21	\$40.28	\$41.33	\$42.36	\$43.45	\$44.69	\$45.83	\$47.14	\$48.49
T15	\$38.43	\$39.44	\$40.48	\$41.57	\$42.63	\$43.73	\$44.79	\$45.86	\$47.10	\$48.36
T15L	\$39.57	\$40.56	\$41.65	\$42.76	\$43.82	\$44.96	\$46.16	\$47.32	\$48.67	\$50.05
T16	\$43.27	\$44.55	\$45.86	\$47.23	\$48.67	\$49.40	\$50.14	\$51.66	\$53.17	\$54.77
T16L	\$44.39	\$45.68	\$46.99	\$48.43	\$49.85	\$50.65	\$51.39	\$53.07	\$54.76	\$56.47

ii.) Article 57, Technical Salaries, Section 2., will be amended to read as follows:

“ Progression through the steps of the salary scale shall be automatic and shall become effective on the first day of the next payroll period following achievement of the time requirement. **Any employee who transfers from one Hospital to another Hospital in the Catholic Health system and remains in the same job title shall maintain the same rate of pay and the same salary review date from the prior Employer**”.

iii.) Article 57, Technical Salaries, Section 5., will be amended to read as follows:

“~~For the purpose of determining a hire rate for new employees, their Employer/Hospital shall credit employees with prior service as a technical employee at this or another acute care institution as follows:~~

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

**Employees will be started in the above Step 1 through 7 based on their prior related experience. Employees who are rehired to work at a Catholic Health facility within three (3) years of their date of separation, will be placed in the wage step they were in at the time of the separation, provided they return to the same job title”.**

iv.) Article 57, Technical Salaries, Section 7: The parties agree that the tentative agreement for Article 57, Technical Salaries and the printed contract contained an error. The parties agree to modify the language and revert to the language in the prior CBA as follows:

**“When an employee is promoted, they shall be placed in the appropriate Step which will not be less than three percent (3%) or more than a five percent (5%) increase and will not be less than Step 1 for the new job. Such employees will continue to move up in Steps as provided in Section 6 above. Except that employees who are in Step 7, Step 8, Step 9 and Step 10 shall only move back one Step upon receiving a promotion. After such promotion, these employees will be advanced as follows:**

- a. the employee with twenty (20) years of service will advance to Step 10 one (1) year from the date of promotion;**
- b. the employee with sixteen (16) years of service will advance to Step 9 one (1) year from the date of promotion;**
- c. the employee with twelve (12) years of service will advance to Step 8 one (1) year from the date of promotion;**
- d. the employee with at least eight (8) years of service but less than twelve (12) years will advance to Step 7 one (1) year from the date of promotion and to Step 8 upon reaching twelve (12) years of continuous service”.**

**The following promotion language will apply to employees in the Imaging Department:**

- a. Employees who are promoted from a Radiology Technologist to a Mammography Technologist shall be placed in the same step in the higher grade. Such employee shall progress through the steps based on the date they began their first technical Imaging position.**
- b. Employees who are promoted from a Radiology Technologist or a Mammography Technologist to a CT Technologist or a Certified CT Technologist shall be placed in the same step in the higher grade. Such employee shall progress through the steps based on the date they began their first technical Imaging position.**
- c. Employees who are promoted from a CT Technologist to a MRI Technologist shall be placed in the same step in the**

**higher grade. Such employee shall progress through the steps based on the date they began their first Technical Imaging position.**

- d. Employees who are promoted from a Certified CT Technologist to a MRI Technologist shall remain at their same grade and step. Such employee shall progress through the steps based on the date they began their first technical Imaging position.**

v.) Article 57, Technical Salaries, Section 14, will be amended as follows:

Section 14. Job titles in the bargaining unit are as follows:

Labor Grade T9

Dietetic Technician – Registered

Labor Grade T9.5

Certified Occupational Therapy Assistant  
Physical Therapy Assistant

Labor Grade T10

Licensed Practical Nurse

*\* Graduate Licensed Practical Nurses will be paid at a rate of \$1.00 less than the Step 1 rate for Licensed Practical Nurses until they pass their boards, at which time they will move into the Step 1 rate. This change shall be effective the first full pay period following the exam.*

Labor Grade T10L

Licensed Practical Nurse - Team Leader

Labor Grade T11

Respiratory Therapy Technician/Sleep  
Respiratory Therapy Technicians  
Sleep Technician

Labor Grade T11.5

Materials Clerk (OR)  
Surgical Technologist

Labor Grade T11.5L

**Center Core Lead Surgical Technologist  
Lead Surgical Technologist Service Line**

Labor Grade T12.5

Radiology Technologist  
Surgical Technologist – Cardiac OR

Labor Grade T12.5L  
Lead Radiology Technologist

Labor Grade T13  
~~CT Technologist~~  
Mammography Technologist  
~~Respiratory Therapist~~  
~~Sleep Respiratory Therapist~~  
~~Sleep Technologist~~

Labor Grade T13L  
Lead Mammography Technologist  
~~Lead Sleep Technologist~~

**Labor Grade T13.5**  
**CT Technologist**

Labor Grade T14  
~~Certified CT Technologist~~  
MRI Technologist  
~~Special Procedure Technologist~~  
Special Procedure Technologist: Interventional Radiology

Labor Grade T14L  
Lead MRI Technologist

**Labor Grade 14B**  
**Certified CT Technologist**  
**Certified MRI Technologist**  
**Special Procedure Technologist**  
**Special Procedure Technologist: Interventional Radiology**

**Labor Grade 14BL**  
**Lead Certified CT Technologist**  
**Lead Certified MRI Technologist**

**Labor Grade 14C**  
**Respiratory Therapist**  
**Sleep Respiratory Therapist**  
**Sleep Technologist**

**Labor Grade 14CL**  
**Lead Sleep Technologist**

Labor Grade T14.5



Certified Ultrasound Technologist  
 Invasive Interventional Radiology Technologist  
 Perinatal Ultrasound Technologist

Labor Grade T14.5L

Lead Certified Ultrasound Technologist  
 Lead Invasive Interventional Radiology Technologist

Labor Grade T15

Echo Technologist – Certified Cardiac Sonographer  
 Registered Vascular Technologist

Labor Grade T16

Transcranial Ultrasound

Labor Grade T16L

Lead RVT/Transcranial Ultrasound Technologist

D. Article 58, Registered Nurse Salaries, Section 1., will be amended to read as follows:

i.) “This schedule will represent a new base scale for employees in registered nurse job titles and will become effective on April 9, 2023:

Grade	Hire Rate	Year 1	Year 2	Year 3	Year 4	Year 5	Year 8	Year 12	Year 16	Year 20
	1	2	3	4	5	6	7	8	9	10
RN1	\$37.00	\$38.50	\$39.00	\$39.60	\$43.20	\$43.60	\$48.20	\$48.65	\$49.14	\$49.96
RN2	\$39.22	\$41.10	\$42.32	\$43.64	\$44.90	\$46.03	\$47.60	\$49.27	\$50.53	\$51.27

“This schedule will be effective the first full pay period in June, 2023 and reflects a two and one-half percent (2.5%) general increase:

Grade	Hire Rate	Year 1	Year 2	Year 3	Year 4	Year 5	Year 8	Year 12	Year 16	Year 20
	1	2	3	4	5	6	7	8	9	10
RN1	\$37.93	\$39.46	\$39.98	\$40.59	\$44.28	\$44.69	\$49.41	\$49.87	\$50.37	\$51.21
RN2	\$40.20	\$42.13	\$43.38	\$44.73	\$46.02	\$47.18	\$48.79	\$50.50	\$51.79	\$52.55

“This schedule will be effective the first full pay period in June, 2024 and reflects a two and three quarters percent (2.75%) general increase:

Grade	Hire Rate	Year 1	Year 2	Year 3	Year 4	Year 5	Year 8	Year 12	Year 16	Year 20
	1	2	3	4	5	6	7	8	9	10
RN1	\$38.97	\$40.55	\$41.08	\$41.71	\$45.50	\$45.92	\$50.77	\$51.24	\$51.76	\$52.62
RN2	\$41.31	\$43.29	\$44.57	\$45.96	\$47.29	\$48.48	\$50.13	\$51.89	\$53.21	\$54.00

ii.) Article 58, Registered Nurse Salaries, Section 2., will be amended to read as follows:

“ Progression through the steps of the salary scale shall be automatic and shall become effective on the first day of the next payroll period following achievement of the time requirement. **Any employee who transfers from one Hospital to another Hospital in the Catholic Health system and remains in the same job title shall maintain the same rate of pay and the same salary review date from the prior Employer**”.

iii.) Article 58, Registered Nurse Salaries, Section 5., will be amended to read as follows:

~~“For the purpose of determining a hire rate for new employees, their Employer/Hospital shall credit employees with prior service as a technical employee at this or another acute care institution as follows:~~

<del>Completed Years of Service</del>	<del>Credited Service</del>
<del>1</del>	<del>1</del>
<del>2-3</del>	<del>2</del>
<del>4-5</del>	<del>3</del>
<del>6-10</del>	<del>4</del>
<del>More than 10 years</del>	<del>6.</del>

**Employees will be started in the above Step 1 through 7 based on their prior related experience. Employees who are rehired to work at a Catholic Health facility within three (3) years of their date of separation, will be placed in the wage step they were in at the time of the separation, provided they return to the same job title”.**

iv.) Article 58, Registered Nurse Salaries, Sections 8,9 and 10, will be amended to read as follows:

“Section 8. Mercy Hospital of Buffalo Registered Nurses:

- a. Employees assigned to charge duties shall be paid an additional one dollar and twenty-five cents (\$1.25) per hour for all hours worked in that assignment.
- b. Employees shall be paid an additional one dollar and twenty-five cents (\$1.25) per hour for all hours worked as a preceptor.
- c. Shift differential shall be:

1. One dollar and seventy-five cents (\$1.75) per hour for the evening shift (3:00 pm -11:00 pm); and
2. ~~Three dollars (\$3.00)~~ **Four dollars and fifty cents (\$4.50)** per hour for the night shift (11:00 pm - 7:00 am).
3. **Four dollars and seventy-five cents (\$4.75) per hour for the night shift (11:00 pm - 7:00 am) for hard to fill night shift units/departments. Such units/departments will include the Emergency Department, Intensive Care Unit, Cardio-Vascular Intensive Care Unit and the Critical Care Float Pool”.**

Section 9. Kenmore Mercy Hospital Registered Nurses:

- a. Employees assigned to charge duties shall be paid an additional one dollar and twenty-five cents (\$1.25) per hour for all hours worked in that assignment.
- b. Employees shall be paid an additional one dollar and twenty-five cents (\$1.25) per hour for all hours worked as a preceptor.
- c. Shift differential shall be:
  1. Two dollars (\$2.00) per hour for hours worked between 3:00 pm and 11:00 pm for the evening shift;
  2. ~~Two dollars and fifty cents (\$2.50)~~ **Four dollars and fifty cents (\$4.50)** per hour for hours worked between 11:00 pm and 7:00 am for the night shift.
  3. **Four dollars and seventy-five cents (\$4.75) per hour for the night shift (11:00 pm - 7:00 am) for hard to fill night shift units/departments. Such units/departments will include the Emergency Department, Intensive Care Unit, and the Critical Care Float Pool”.**

Section 10. Sisters of Charity, St. Joseph Campus Registered Nurses:

- a. Employees assigned to charge duties shall be paid an additional one dollar and twenty-five cents (\$1.25) per hour for all hours worked in that assignment.
- b. Employees shall be paid an additional one dollar and twenty-five cents (\$1.25) per hour for all hours worked as a preceptor.
- c. The shift differential shall be:
  1. One dollar and seventy-five cents (\$1.75) per hour for all hours worked on the evening shift by an evening shift employee.
  2. ~~Two dollars and fifty cents (\$2.50)~~ **Four dollars and fifty cents (\$4.50)** per hour for all hours worked on the night shift by a night shift employee”.

3. **Four dollars and seventy-five cents (\$4.75) per hour for the night shift (11:00 pm - 7:00 am) for hard to fill night shift units/departments. Such units/departments will include the Emergency Department.**

#### **4. Offer Letters**

The Parties discussed the contents of the Offer Letter that is sent to new employees at the time of hire as it relates to Articles 55, 56, 57 and 58, Section 5. The Parties have agreed that with the effective date of this MOU, the current Offer Letter will be amended to include the new employees hire rate inclusive of grade and step, credited years of experience and salary review date.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have executed this Agreement and Memorandum of Understanding as of the date and year first above written.

WITNESS:

Renee Brown

EMPLOYERS:

Mercy Hospital, Kenmore Mercy Hospital, Sisters of Charity Hospital, St. Joseph Campus

By: Dan M. Pietraszewski

Name: Dan M. Pietraszewski

Title: System Director Labor Relations & HR Legal

WITNESS:

Joanna

UNION:

Communications Workers of America, AFL-CIO

By: Debra M. Hayes

Name: DEBRA M. HAYES

Title: AREA DIRECTOR