

**MEMORANDUM OF UNDERSTANDING
CHS EMERGENCY RESPONSE TEAM**

This Memorandum of Understanding is agreed to by and between Catholic Health hereinafter referred to as the “Employer” and the Communications Workers of America hereinafter referred to as “CWA” or the “Union” and collectively referred to as the “Parties.”

WHEREAS, the Employer and CWA acknowledge that the collective bargaining agreement includes language on weather emergencies; and

WHEREAS, the Parties acknowledge that improvements to the weather emergency language in the collective bargaining agreement are required after assessing the impact of the 2022 Buffalo blizzard; and

WHEREAS, weather events will likely continue to occur creating extreme emergencies; and

WHEREAS, to improve the outcome of staffing during a weather emergency, and/or unforeseen disaster or other catastrophic event; therefore

The Parties agree to the following:

Section 1. An extreme emergency will be defined as:

- a) any officially declared national, state, county, or municipal emergency;
- b) when a hospital disaster plan is activated; or
- c) any unforeseen disaster or other catastrophic event that immediately increases the need for health care services.

Section 2. An essential worker shall be defined as one whose job is required to continue the provision of safe patient care and healthcare services. Examples of such jobs will include, but are not limited to, RNs, LPNs, ITAs, NAs, CNAs, MAs, technologists, technicians, dietary workers, and environmental service workers.

Section 3. An extreme emergency, b) and c) above, may only be declared within Catholic Health by Senior Executive Management.

Section 4. When an extreme emergency is declared by Senior Executive Management, employees will be immediately notified via Catholic Health email, the Catholic Health website, Everbridge, and all local media outlets if applicable. The notice will include what the emergency is (i.e.: snow, ice, flooding, tornado), which sites will be closed, and which sites will remain open, including instructions for reporting to work.

Section 5. The Employer will give the Union prior notice of a declared extreme emergency. This will include the following:

- a) What the emergency is;
- b) Which sites will be closed;
- c) Changes to operational status of open sites, if any;
- d) Date and time ERT will be activated;
- e) Who the designated person(s) is at each site for communication; and
- f) Who the designated person is at each site that will be releasing employees

Section 6. All employees will be paid for all hours required to remain at work during an extreme emergency. This payment will be made for hours working or hours spent sleeping with a requirement to return to work. The rate of pay will be time and one half of their regular rate of pay for all hours worked beyond the last regularly scheduled work shift and all other applicable payments per the collective bargaining agreement still apply (i.e.: shift diff, OT, holiday, etc.).

Section 7. All employees are under mandate to remain at their site at the time of declaration and will be released by the Incident Command Designee once a relief person arrives and/or they are no longer needed. Employees will be released on a first in – first out basis in order of seniority. A release is only considered valid if the employee receives a paper release slip in which duplicate forms will be used.

Section 8. Employees are strongly encouraged to be prepared during forecasted weather emergencies with at least a five (5) day supply of personal clothing, toiletries, and medications.

Section 9. The Parties agree to the following voluntary Emergency Response Team (ERT) system:

- a) Employees who wish to participate in the ERT are required to make a commitment in writing. Such commitment includes responding during the duration of the declared extreme emergency. Any ERT bonus will be negated should an employee leave or refuse a shift once activated.
- b) Employees on the ERT, when activated, must bring at least a five (5) day supply of personal clothing, toiletries, and medications when responding;
- c) When activated the Employer will make every reasonable effort to assign ERT members to their primary or preferred site but may be assigned to any open site in Catholic Health based on staffing needs, LTC and clinics included;
- d) ERT members, when activated, will be given full unencumbered access to parking ramps/facilities at their assigned site;
- e) Once activated the ERT will be split in two (2) teams which is based on if the member, at time of activation, is clocked in and working (Team A) or is off (Team B);
- f) ERT payment:
 - i. If a member of the ERT reports to work by the declared early in time for the emergency event they are activated and is not already clocked in working they will receive: RN - \$250, Technical - \$200, Service/Clerical - \$175
 - ii. ERT members will receive bonus pay for actively responding and working during the declared emergency. This bonus is paid based on the number of days worked and is not cumulative
 - iii. All other applicable payments per the collective bargaining agreement still apply (i.e.: mandate, OT, holiday, etc.) and will be paid based on the job titled held at the time of activation
 - iv. For any subsequent activation during the annual time period, October 1st through September 30th, the bonus rates will be increased. Bonus payments will be as follows:

Registered Nurses			
	Event 1	Event 2	Event 3
1 Day	\$300	\$350	\$400
2 Days	\$650	\$750	\$850
3 Days	\$1,050	\$1,200	\$1,350
4 Days	\$1,500	\$1,700	\$1,900
5 Days	\$2,000	\$2,250	\$2,500


Technical			
	Event 1	Event 2	Event 3
1 Day	\$200	\$250	\$300
2 Days	\$450	\$550	\$650
3 Days	\$750	\$900	\$1,050
4 Days	\$1,100	\$1,300	\$1,500
5 Days	\$1,500	\$1,750	\$2,000

Service/Clerical			
	Event 1	Event 2	Event 3
1 Day	\$150	\$200	\$250
2 Days	\$350	\$450	\$550
3 Days	\$600	\$750	\$900
4 Days	\$900	\$1,100	\$1,300
5 Days	\$1,250	\$1,500	\$1,750


Section 10. The Employer agrees to prudently plan for extreme emergencies by implementing the following:

- a) Having a storage supply of five (5) days' worth of extra linens at all times;
- b) Having at least a five (5) days' supply on hand of food for employees;
- c) Providing employees with personal care kits as requested by the employee;
- d) Having an adequate number of cots available for dormitory style sleeping arrangements;
- e) Having designated sleeping areas for male and female employees; and
- f) Articulate plan for administering necessary medications to employees in need.

Section 11. The parties agree to meet, discuss, and evaluate the effectiveness of the ERT no later than seventy-two (72) hours after the event for which the ERT is activated. The parties will collectively determine if changes to this MOU are necessary and shall be implemented.


 Samantha Schopf RN, Staff Representative
 Communications Workers of America AFL-CIO

Date: 10/31/2023


 Diane M. Pietraszewski Senior Director/Legal
 Counsel, HR & Labor Relations CHS Buffalo

Date: 10/31/2023

