AGREEMENT

between

EASTERN NIAGARA HOSPITAL

and

PUBLIC EMPLOYEES FEDERATION, AFL-CIO

October 1, 2013 – September 30, 2019
PEF – ENH AGREEMENT
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This Agreement is entered into between the Eastern Niagara Hospital ("Hospital") and the Public Employees Federation, AFL-CIO ("Union").

1.0 Agreement Scope

The term "employee" as used in this agreement will mean:

Included: All full-time, part-time and per diem non-professional employees employed by the employer at its Lockport, New York facility including: Patient Account Specialist, Patient Registration Clerk, Medical Records Clerk, X-Ray Clerk, Cashier, Phlebotomist, Data Input Specialist, Senior Phlebotomist, Lab Secretary, Medical Records Coder, Cardiac Services Technician, Pharmacy Technician, Dietary Technician, Respiratory Technician, Licensed Practical Nurse, Operating Room Technician, Respiratory Therapist, Radiographic Technologist, C.T. Technologist, Ultrasound Technologist, Transcriptionist, Purchasing Buyer, Medical Records Courier, Cardiopulmonary Services Secretary, Laboratory Technologist, Nuclear Medicine Technologist, Echo Technologist, Sr. Echo Technologist, MRI Technician, Maintenance Clerk, Certified Mammography Technician and all other job titles represented by the Public Employees Federation.

Excluded: All registered nurses, service and maintenance employees, guards and supervisors as defined in the Act and all other employees.

2.0 Non-Discrimination

This contract will be applied to all employees without discrimination on account of age, color, creed, disability, gender, marital status, national origin, race, or sexual orientation.

3.0 Recognition

The Hospital recognizes PEF as the exclusive bargaining representative with respect to wages, hours and other conditions of employment for the employees in the bargaining unit.

4.0 Union Membership

All employees currently employed in a position covered by this agreement or any new employee employed in such a position covered within this agreement, shall, as a condition of employment, within thirty days from the date of the agreement or within thirty days of hire either:

A. Become a member in good standing of the Union. "In good standing" for the purposes of this Agreement is defined to mean the payment of dues uniformly required of all members of the Union covered by this agreement;

Or

B. Elect not to become a member of the Union and pay to the Union a service fee
equal in amount to the dues uniformly required of all members of the Union covered by this agreement.

The Union will notify each Union member and service fee payer of their rights under current labor law.

The Union shall be solely responsible for collection of dues in arrears.

The Hospital shall furnish to the Union on the first of each month, a list of the names and addresses, and dates of hire of all employees hired or transferring into positions covered by this agreement during the previous month. Such list shall also include the names of any employees whose employment ceased during the previous month.

5.0 Payroll Deductions

A. The Hospital shall deduct dues and fees as designated by the Union from the wages of employees who have signed authorization permitting such deductions. Payment of dues collected will be remitted to the Union each payday regularly.

B. The Union will notify the Hospital of any changes in dues by certified mail, a minimum of thirty (30) calendar days prior to the effective date of such changes.

C. The granting of authorization shall indemnify the Hospital against any and all claims or other forms of liability that may arise out of this article.

D. The Hospital is relieved from making such dues deductions upon: termination of employment; transfer to a title other than those covered by the bargaining unit; layoff from work; off as the result of a leave of absence; or, if any employee does not have sufficient wage to equal the required dues. An employee may make direct payment of dues to the Union. Such payment will be verified by the Union to the Hospital.

E. The Hospital assumes no obligation, financial or otherwise, arising out of this Article. The Association agrees that it will indemnify and hold the Hospital harmless from any claims, actions or proceedings by an employee arising from deductions made by the Hospital and remitted to the Union in accordance with this Article.

6.0 Pay Checks

The Hospital will make available payroll deductions to any bank or credit union with a physical location in Erie or Niagara Counties and for participation in union sponsored benefit programs.

Paychecks will be available for departments on alternate Thursdays beginning at 3:00 p.m.
Paychecks will contain an itemized list of wages earned and deductions made for each pay period.

Paychecks will contain an itemized list of the employee’s accrued benefits.

7.0 **Probationary Period**

Newly hired full-time and part-time employees will be on probation for the first three (3) calendar months after hire. Per diem employees will be on probation for the first six (6) calendar months after hire. Upon completion of the probationary period an employee’s seniority, as defined by Article 38, will relate back to the first day of work as an employee covered by the agreement.

8.0 **Classification of Employees**

Employees covered by this agreement will be classified as either regular full-time, regular part-time or per diem.

A. A regular full-time employee is an employee who has been hired to fill a full-time position, has completed his/her probationary period, and is normally scheduled to work thirty-seven and one-half (37.5) hours per week.

B. A part-time employee is an employee who has been hired to fill a part-time position, has completed his/her probationary period, and is normally scheduled to work between twenty-two and one-half (22.5) and thirty-seven and one-half (37.5) hours per week.

C. A per diem employee is an employee who has been hired to supplement the regular full-time and part-time staff, has completed his/her probationary period and is ordinarily scheduled to work fewer than twenty-two and one-half (22.5) hours per week.

ENH and PEF agree that the language in this section does not guarantee positions, but only establishes employee classifications.

This change will not affect those employees currently designated as part time or per diem.

9.0 **Work Schedule**

A. Those departments which post work schedules will continue their present practice with respect to the time and location of posting. Except for emergency situation, schedules will be posted a minimum of four weeks before the start of the workweek.
B. Per diem employees will notify their department head, in writing, of dates on which they are unavailable to work, prior to completion of the posted schedule.

C. An affected employee will receive as much notice as possible regarding a change in a posted work schedule, but in no event shall an employee receive less than one week notice of such a change. Where one week notice has not been given, a schedule change may be made only with the agreement of the affected employee.

D. Where employees in a department hold positions requiring work on variable shifts, shift assignments shall be offered to such employees in order of classification seniority. In the event a senior employee does not volunteer for the assignment, it shall be filled by the least senior employee in the classification who holds a position requiring work on variable shifts. In the event there is no such person, the assignment shall be filled in accordance with Article 17. In either event, the assignment shall normally be for the duration of the absence which necessitated the assignment.

10.0 **Normal Workday**

The normal workday for full-time employees is seven and one-half (7.5) hours excluding the one-half hour meal. The meal period shall be scheduled at a reasonable time on each shift and shall be free of work responsibility. Where the Hospital requires a change in the length of shift for a part-time or per diem employee, a minimum of two (2) weeks notice will be given unless the employee consents to a shorter notification.

The normal work day for employees who work in the Hospital's off-site locations will be eight and one half (8.5) hours, excluding a one half (.5) hour meal period, or eight (8) hours, excluding a one half (.5) hour meal period.

These employees will accrue and utilize benefits based on an eight (8) hour day. The Hospital will pay these employees at a rate of time and one-half the employee's base compensation rate for all work in excess of 40 hours in a week or eight hours in a day.

11.0 **Break Periods**

Employees shall be entitled to have one (1) fifteen minute break period per four (4) hour work period. The parties agree that employees working a 7.5 hour shift are entitled to two fifteen minute break periods. Break periods will be scheduled by the Supervisor.

12.0 **Workweek**

The term “workweek” shall refer to the seven day period beginning at 7:00 a.m. on Sunday and ending the following Sunday at 7:00 a.m.
13.0 **Weekend Work**

Departments will continue their present practices concerning the scheduling of weekend work. An employee will normally not be required to work more frequently than every other weekend. The parties agree that employees in a department requiring continuous, seven-day operation will be subject to a work schedule based on a seven day operation. Weekend work will be distributed equitably among the affected employees.

In the event an employee does not work on a scheduled weekend day, he or she may be required to make up such missed work within a three month period of the occurrence. Such make up time will not be required if an employee misses weekend work due to approved vacation or approved New York State workers' compensation or disability. The employee will be given one option regarding the scheduling of the make up work after which it will be assigned by the Hospital. An employee shall receive at least seven days notice of such an assignment.

14.0 **Base Compensation Rate**

Base compensation rate is an employee’s rate as stated in schedule A, exclusive of all differentials.

15.0 **Regular Compensation Rate**

An employee’s regular compensation rate is his or her base compensation rate as set forth in the wage schedule of this agreement plus any shift differential to which the employee is entitled.

16.0 **Premium Compensation Rate: Overtime Work**

The Hospital will pay at the rate of time and one-half (1½) an employee’s base compensation rate for all work in excess of thirty-seven and one-half (37 ½) hours in a week or seven and one-half (7 ½) hours in one day ("daily overtime"), whichever method of computation will yield the employee the greater compensation (see Section 10 for off-site employees). Only hours actually worked, paid holidays and paid vacation will be included in computing entitlement to premium compensation for overtime.

Subject to operational requirements and the qualifications of available personnel, the Department Head will distribute overtime as equally as possible among employees. Information concerning the distribution of overtime among employees will be available for the Department Head for employee review.

In the event the Hospital determines that an emergency exists and that additional hours of work are necessary, such work will be first assigned to qualified employees who have volunteered for additional hours. Where there are more volunteers than needed, the work will be assigned on a rotating basis beginning with the most senior of such employees. If there are
insufficient volunteers, the work will be assigned to qualified employees on a rotating basis beginning with the least senior or such employees.

17.0 **Shift Differential**

An employee scheduled to work a shift where the majority of the hours, i.e. more than half, fall between the hours of 3:00 p.m. and 7:00 a.m. will receive a shift differential equal to five percent (5%) of the employee’s base hourly rate for all hours worked on said shift.

The Hospital will attempt to keep shift rotation to a minimum. Positions which require shift rotation will be so posted.

In the event of an unavoidable staffing need requiring shift rotation, employees will be assigned to the off shift in inverse order of seniority. Volunteers will be given first priority.

18.0 **On-Call**

All those employees required to be on-call will be paid twenty-five dollars ($25.00) for each segment of call time and thirty dollars ($30.00) for each segment when assigned on Thanksgiving, Christmas and New Year’s Day. Hours beyond the normal shift shall be paid at a pro-rated rate. Effective the first pay period following April 1, 2008, the on-call payment for each segment of call time will be increased one dollar ($1.00). Effective the first pay period following April 1, 2009, the on-call payment for each segment of call time will be increased one dollar ($1.00). Effective the first pay period following April 1, 2010, the on-call payment for each segment of call time will be increased one dollar ($1.00).

Time and one-half (1 ½) will be paid for time worked, if appropriate. No other payments will be made to persons responding to call.

Individuals called in to work will receive a minimum of two (2) hours work per shift or a minimum of two (2) hours pay if work is not available. Time and one-half (1½) will be paid, if appropriate.

For purposes of this article Holiday and Vacation hours will be considered as hours worked versus hours paid when an employee is scheduled on-call.

Individuals who are not assigned “on-call,” but who respond to a call-in when not scheduled to work will be guaranteed a minimum of four (4) hours pay.

The Hospital in its discretion may designate employees in the radiology, laboratory and respiratory departments to serve as liaison. Such individuals will receive on-call compensation when not scheduled to work.

Assignment as liaison will occur during absences of the department manager for periods of duration of at least one day (e.g., vacation). The role of liaison is to facilitate the Hospital administration’s ability to handle department related issues by such tasks as: (1) providing
information relative to department functioning (e.g., vendors, equipment, procedures); (2)
relaying to employees or posting communications from administration; (3) phoning or contacting
employees or vendors; and (4) contacting administration when a departmental patient care issue
or staffing problem occurs. The role of the liaison will not include disciplining employees or
“ordering” or mandating employees to work.

Assignment will be made to full time employees in order of seniority. If the liaison is
required to report on site during an on call shift, the liaison will be guaranteed a minimum of
four hours of pay at the applicable rate.

Eligible titles are as follows:

Laboratory – Lab Technologist
Radiology – Sr. Radiology Technologist
Respiratory – Respiratory Therapist

Scheduling for ultrasound call will be rotated equally among all technologists. Call will
be assigned on an equal rotation basis, Friday through Thursday (7 days). When benefit time is
taken, the rotation of call will be broken. The technologist taking benefit time will be scheduled
the first weekend back and rotation will continue.

19.0 Placement/Movement on the Wage Scale

A. A new hire will be placed at Step 0 of the applicable Job Code. A new hire with
one or more years of relevant experience may be placed at Step One of the
applicable Job Code. A new hire with three or more years of relevant experience
may be placed at Step Two of the applicable Job Code.

B. An employee who transfers to a job title in a lower Job Code will be placed at the
same step of the wage scale in the lower Code.

C. An employee who transfers to a job title in a higher Job Code will be placed in the
same step on the wage schedule.

D. Employees will move one step on the wage scale on the anniversary of the
employees’ most recent date of hire.

20.0 Out of Title Work

The Hospital and PEF recognize the need for flexibility in the performance of assigned
duties.

When an employee is assigned duties normally covered by a position in a higher pay
classification, he/she shall receive the rate equivalent to the first step of the higher classification
which provides the employee with at least a $.10 per hour wage increase or Step 10, whichever is
lower, provided they work a minimum of 4 hours.
When an employee is assigned duties normally performed by a position in a lower pay code, he or she shall receive his or her regular rate of pay.

21.0 **Hospitalization and Medical Insurance Coverage**

The Hospital agrees to make the following hospitalization and medical insurance coverage available: Community Blue, Independent Health, Univera and Blue Cross/Blue Shield Traditional. All matters relating to benefits and coverages shall be governed by the insurance carrier contract.

A Flex 125 Plan will be offered.

Employees may enroll in either individual or family coverage as determined by whether an individual has dependents, which would benefit from such coverage and comparable coverage is not otherwise available to the employee.

For full-time employees hired before August 1, 1992, the Hospital will contribute 85% towards the policy premiums required under Blue Cross/Blue Shield Traditional to any plan elected.

For full-time employees hired on or after August 1, 1992, the Hospital will contribute 75% of the policy premiums required under Blue Cross/Blue Shield Traditional to any plan elected.

For part-time employees, the Hospital will contribute 50% of the policy premiums required under Blue Cross/Blue Shield Traditional to any plan elected.

Per Diem employees are responsible for 100% of the premium of the plan selected.

Full-time and part-time employee shall contribute not less than ten percent (10%) of the premium cost of the plan selected.

Employees may elect to receive coverage under the Hospital's Vision Care Plan and/or Dental Plan. For full-time employees, the Hospital will contribute 75% of the cost of such coverage. For part-time employees, the Hospital will contribute 50% of the cost of such coverage.

Employee contributions to premium payments will be deducted from the paychecks of full-time and part-time employees for the current month's coverage. Per diem employees will remit payment for their coverage directly to the Hospital on the first day of the month to which the payment pertains. Failure to timely remit such payment will result in cancellation of coverage.
Individuals who retire from the Hospital and who then begin to receive a benefit under the Hospital’s retirement program, will be permitted to continue hospitalization and medical insurance coverage through the Hospital at their expense.

Retirees currently receiving health insurance will not be affected by any changes in the rates listed previously from the existing rate.

To remain entitled to payment of premiums by the Hospital, retired employees are required to enroll in Medicare Part A and Part B coverage when eligible.

Employees not enrolled in the hospitalization and medical insurance coverage due to coverage elsewhere, may request the Hospital’s coverage at any time, upon loss of such coverage. The Hospital’s coverage will be coordinated to assure such employees have continuous coverage between the lapsing of one policy and the issuing of the Hospital’s coverage. This paragraph is not applicable to retirees.

All matters relating to hospitalization and medical insurance coverage will be governed by the contracts between the Hospital and the insurance carriers. Any new or revised hospitalization and medical coverage which reduces benefits is subject to negotiations.

Overages in excess of insurance benefits for emergency room, laboratory or x-ray (technical component only) or cardiac services provided to an employee by Lockport Memorial Hospital, or covered services provided to an employee as an in-patient of the Hospital, shall be absorbed by the Hospital, provided the employee’s coverage is equivalent to the Hospital’s group insurance program. This benefit does not extend to service disallowed through the utilization review process or to retirees.

Employees may enroll in hospital sponsored wellness programs, such as smoking cessation, at no cost provided the employee is eligible, space is available and the employee applies for insurance benefits in the event there is coverage for the program.

Employees who do not have a Prescription Drug Card may utilize the Hospital Pharmacy to fill available prescriptions for themselves and their dependents.

(a) Prescriptions may be filled during normal Pharmacy hours. Prescriptions are dropped off at the Pharmacy and the employee is notified of the approximate time the prescription will be ready for pick-up.

(b) Employees have the option to pay for the prescription prior to receiving it or sign a Payroll Deduction authorizing Hospital payment be deducted from the employee’s paycheck.

(c) Cost of prescriptions filled in the Hospital Pharmacy is the Hospital’s cost of the prescribed medication plus a $1.00 dispensing fee.

(d) Use of Hospital Pharmacy Services is limited to prescribed medications. “Over the counter” items are not available to employees from the Pharmacy.
22.0 **Life Insurance**

The Hospital will maintain $20,000 of group life insurance for full-time employees and $10,000 of group life insurance for part-time employees.

Employees over the age of Seventy (70) are eligible for life insurance at a reduced benefit.

Dependents of employees will be provided group life insurance benefits, as a rider to the regular group life insurance plan, in the amounts of $3,000 per spouse and $2,000 per dependent child. Employees will verify the status of dependents upon request.

23.0 **Disability Plan**

Each full-time, regular part-time and per diem employee will be covered by New York State Disability Insurance. The employee will pay a premium of sixty cents ($0.60) per week for this insurance with the remainder of the premium paid by the Hospital. In the event the permissible contribution by employees is increased by statute, that increase will be paid by the employee thirty (30) days following notification by the Hospital.

24.0 **Long-Term Disability Insurance**

The Hospital will maintain long term disability insurance for all full-time employees whose annual rate of basic earnings is $15,000 or more and has five (5) years or more of service. The premium for long term disability insurance will be paid by the Hospital.

25.0 **Retirement Plan**

The Hospital will continue its noncontributory defined benefit pension plan (the “Pension Plan”) with benefits equal to or better than those provided under the present plan for eligible employees. The Hospital will provide each enrolled employee with a summary of the plan.

The Hospital currently offers a series of 403(b) plans (with no Hospital match) in addition to the Eastern Niagara Hospital 403(b) Retirement Plan (the "403(b) retirement plan") and will commit to staff education regarding the plans. Vendor information is available in the Human Resources Department.

The Hospital’s Pension Plan will continue to provide an unreduced benefit for covered employees at age 62 provided the employee has a minimum of twenty--five (25) years of service.

Effective forty-five (45) days following ratification of this agreement, or as soon thereafter as practicable, the benefits earned by employees under the Pension Plan will be frozen, except for the benefits of employees with a combined age/service calculation of 70 or greater as of February 15, 2015 (the “Grandfathered Employees”); the Grandfathered Employees will continue to be eligible to earn benefits under the Pension Plan. Effective the day after benefits under the Pension Plan are frozen, all employees covered by this agreement who are not
Grandfathered Employees will be eligible to participate in the 403(b) Retirement Plan, subject to the terms of the plan.

Employees who became members of the bargaining unit as a result of reorganization by the Hospital (e.g. radiology, lab) who were participants in the 403(b) Retirement Plan at the time of transfer shall remain in the 403(b) Retirement Plan.

The Hospital will annually contribute 2% of base salary to the 403(b) Retirement Plan for employees eligible under the terms of the plan and, in addition, the Hospital will contribute a match of 50% of employee contributions to a maximum equal to 2% of base salary for each employee eligible under the terms of the plan.

The employer's 2% contribution to the 403(b) Retirement Plan will be made quarterly; to be eligible for a quarterly contribution an employee must have at least 242.5 paid hours (defined as regular, vacation, holiday and sick) in the quarter and be employed on the last day of the quarter. To be eligible for the employer’s match under the 403(b) Retirement Plan, an eligible employee must have at least 970 paid hours in the calendar year and be employed on December 31 of that year. The employer’s match, if any, will be made by February 15 of the following year. Base salary paid, and employee contributions made, before an employee attains age 21 and completes a year of eligibility service (as defined in the 403(b) Retirement Plan) are not taken into account in the computation of employer contributions.

Any contributions by an individual employee belong to the employee without regard to any vesting schedule.

Employees who have 5 or more years of vesting service credited under the Pension Plan will be immediately vested in their employer contribution accounts under the 403(b) Retirement Plan. Other employees will become vested in their employer contribution accounts under the 403(b) Retirement Plan according to the following schedule based upon their years of vesting service (as defined under the 403(b) Retirement Plan):

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<th>Less than 1 year</th>
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<tr>
<td>1 Year</td>
<td>20%</td>
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<tr>
<td>2 Years</td>
<td>40%</td>
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<td>3 Years</td>
<td>60%</td>
</tr>
<tr>
<td>4 Years</td>
<td>80%</td>
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<tr>
<td>5 Years</td>
<td>100%</td>
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26.0 Vacation

A. A regular full-time employee:

After one (1) year of continuous employment seventy-five (75) hours paid vacation

After five (5) years of continuous employment one hundred twelve and one-half (112 ½) hours paid vacation

After ten (10) years of continuous employment one hundred fifty (150) hours paid vacation

After twenty (20) years of continuous employment one hundred eighty-seven and one-half (187 ½) hours paid vacation

B. A regular part-time employee will receive paid vacation equal to the average number of hours worked per week during the twelve (12) month period preceding the employee’s last anniversary date. After five (5) years of continuous service, a regular part-time employee will receive paid vacation equal to two (2) times the average number of hours worked per week during the twelve (12) month period preceding the employee’s last anniversary date. After ten (10) years of continuous service, a regular part-time employee will receive paid vacation equal to two and one quarter (2.25) times the average number of hours worked per week during the twelve (12) month period preceding the employee’s last anniversary date.

An employee will be paid for vacation at the employee’s regular compensation rate.

The vacation eligibility year shall be the entire year. No unpaid absence, except additional unpaid bereavement leave or an approved leave of absence of less than thirty (30) days shall be deemed or considered as time worked in the computation of vacation pay. Where an employee has been absent without pay, the vacation pay shall be prorated on a percentage basis. Unused vacation will not be carried over the next anniversary year. However, employees with 150 or more hours accrued vacation time shall be allowed to roll over up to 70 hours once per calendar year in the Eastern Niagara Hospital 403(b) Retirement Plan or other similar retirement plan offered by the Hospital.

The vacation period will be the entire year subsequent to an employee’s anniversary date except December 20 through January 1. The Hospital may waive this restriction. For purposes of scheduling, the year will be divided into six (6) month segments, January 1 through June 30 and July 1 through December 31. Employees must submit requests for vacations during the first segment no later than October 31 of the preceding year, and for the second segment, no later than
April 30. Vacations will be scheduled by agreement between the supervisor and the employee so as not to cause a serious interruption with the operations of the Hospital.

In the event two or more employees request the same vacation period, accumulated seniority shall control. Vacation requests will not be unreasonably or arbitrarily denied.

Employees will be notified of decisions relative to vacation requests no later than November 15 with respect to the first segment and May 15 with respect to the second. (Note: Employees requesting vacation time after these dates will be granted on a first request basis.)

27.0 Sick Leave

Full-time employees will be credited with seven and one-half (7 ½) hours of sick leave on the first day of each calendar month of active employment. A person is on active employment if he is receiving a paycheck from the Hospital.

Part-time employees will accumulate seven and one-half (7 ½) hours of sick leave for every four months of active employment.

Employee may accumulate up to eight hundred ten (810) hours of sick leave. Accumulated sick leave may be used:

A. For personal illness; and

B. Each calendar year, a full-time employee may utilize a maximum of thirty (30) hours sick leave earned during the current calendar year for personal reasons, including, increments of one hour multiples, personal dentist or doctor appointments, if the employee is unable to schedule such appointments during non-working hours. To exercise this option, the employee must notify the Department Head or designee, seven (7) days prior to requested time off. Sick leave for personal reasons may not be taken from December 20 through January 1 unless approved by the Department Manager.

An employee or their representative must call in a minimum of two (2) hours prior to the start of the employee’s shift that the employee is ill and will not be in for work; except if an employee’s department does not open until the actual start of the shift, the employee will provide notice at the beginning of the shift. In all cases, the employee will notify the Department Head or designee.

The Hospital may require the employee to present a physician’s statement verifying illness and/or to be examined by the Hospital’s Emergency Room or Occupational Health Physician or other physician designated by the Hospital. A written statement from a physician is mandatory where an illness is of seven (7) calendar days duration or longer. Such statement must indicate: date(s) disabled; date(s) of treatment; diagnosis; and date able to return without limitations.
Accumulated sick leave may be drawn upon until New York State Disability and Workers' Compensation insurance begins.

All eligible employees must apply for DBL insurance. Any eligible employee who does not promptly apply for New York State disability benefits will not be entitled to receive paid sick leave under this Article.

Employees receiving New York State Disability payments or Workers’ Compensation may supplement such payments by using accumulated sick leave at the rate of three (3) hours per day, provided the total shall not exceed an employee’s regular compensation. Should such total exceed the employee’s regular compensation, supplemental sick leave benefits will be limited to an amount which, together with the Workers’ Compensation or Disability benefit, is equal to the employee’s regular compensation rate.

If the Hospital is reimbursed for Disability Benefit or Workers’ Compensation payment, the employee will be credited for that portion of sick leave reimbursed to the Hospital.

The Hospital will maintain records of accumulated sick leave and sick leave used for each employee.

Regarding personal reasons: Employees may use a maximum of thirty (30) hours of sick leave per year for personal business provided such time off is requested a maximum of seven (7) days in advance, except in emergencies.

Unless approved by the Department Head, on a case by case basis, use of sick time before or after approved benefit time shall not be paid.

An employee who retires with ten (10) or more years of service will receive payment for one-half of the employee's accumulated sick leave at sixty percent (60%) of the employee’s current wage rate. Retirement is defined as being eligible to receive a retirement benefit under the Hospital’s pension plan.

28.0 **Holidays: Designation**

The following paid holidays will be observed by all full-time employees:

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Floating Holiday #1 and #2 (Jan. 1 - Apr. 30)
- Floating Holiday #3 and #4 (May 1 – Aug. 31)
- Floating Holiday #5 and #6 (Sept. 1 – Dec. 31)
The day observed for the New Year’s Day and Christmas Day holidays shall begin at 3:00 p.m. the day before the holiday, i.e. New Year’s Eve and Christmas Eve, and conclude at 11:00 p.m. on the holiday.

A regular part-time or per-diem employee who works on Christmas or New Year’s Day will subsequently receive a scheduled day off with pay. A regular part-time employee who works on Independence Day (July 4) will subsequently receive a scheduled day off with pay.

A per diem employee must work one (1) of the named holidays. The per diem employee may request the holiday on which to work, but that request is subject to approval by the Department Head.

29.0 **Holidays: Entitlement**

A. Employees will normally notify their supervisor four (4) weeks in advance to schedule a floating holiday, unless a shorter notice period is approved by the Department Head.

B. Floating holidays must be used during the periods stated above. Employees who do not use their floating holidays during the stated periods will lose that holiday unless written permission is received from the Department Head to schedule said holiday during the ensuing two (2) month period. An employee may not be required to schedule his/her floating holiday outside of the time periods specified above.

C. Named holidays must be used within a period of two (2) months after they occur, unless written permission is received from the Department Head to extend the period. An employee may not be required to extend the period.

D. Employees are eligible for holiday pay provided they work the last scheduled workday prior to the date scheduled off for a holiday and the first scheduled workday after the day scheduled off, unless excused by the Hospital. Where an employee calls in sick on the last scheduled workday prior to the day scheduled off for a holiday and/or the first scheduled workday after the day scheduled off, he or she will be eligible for holiday pay if a doctor’s note is provided to the hospital, upon return to work.

E. The Hospital will make every effort to ensure that each employee has New Year’s or Christmas Day off and two (2) of the remaining four (4) named holidays. Towards this goal, vacations are not permitted from December 20 through January 1. The Hospital may waive this restriction.

F. If a holiday is observed while an employee is sick and the employee is eligible for and receives pay from accumulated sick time for the day before and/or after the holiday, the employee will receive seven and one-half (7 ½) hours straight time
pay for that holiday, but will not be eligible for paid sick leave on the holiday.

G. Holidays will not be earned during any period an employee qualifies for New York State Disability Insurance or Workers’ Compensation benefits. Furthermore, holidays will not be earned during an unpaid leave of absence.

H. At an employee’s request and with the approval of the appropriate Vice President, equivalent pay may be taken in lieu of Holidays not used.

30.0 **Holidays: Pay or Equivalent Time Off**

A. If a holiday is observed on an employee’s scheduled day off, the employee will receive another day off with seven and one-half (7 ½) hours straight time pay.

B. If a holiday is observed during an employee’s vacation, the employee may request their vacation be extended by an extra day (schedules permitting) or another paid day off will be scheduled later. Such requests must be made prior to an employee leaving on vacation.

C. If a holiday is observed on a day when an employee is working, the employee will receive another day off with seven and one-half (7 ½) hours straight time.

D. Any employee scheduled to work on Thanksgiving, Christmas Day, New Year’s Day or the 4th of July will be compensated at the rate of time and one-half (1 ½) times the base rate of pay for all hours actually worked. For purposes of this provision, the days for Thanksgiving and the Fourth of July are defined as the twenty-four (24) hour period beginning at 11:00 p.m. on the day preceding the holiday and ending at 11:00 p.m. on the holiday while the days for Christmas and New Year’s begin at 3:00 p.m. the day before the holiday and conclude at 11:00 p.m. on the holiday.

31.0 **Jury Duty**

An employee called for jury duty will receive the difference between the base rate of pay for actual hours scheduled which the employee is unable to work and the daily jury duty fee for a maximum of two (2) weeks each year, and for a maximum of thirty (30) days each year for service on a grand jury, beginning on the date the jury service commences, provided:

A. When jury service is not required on a scheduled workday, the employee is required to report as scheduled.

B. The employee must notify their Department Head immediately upon receipt of a summons for jury duty by providing the summons to be copied for Hospital records.

C. Jury duty will not be authorized when an employee voluntarily seeks jury duty.
D. There will be no reimbursement of wages for jury duty while on a leave of absence.

E. A signed statement from the Court must be presented showing the dates served and the jury duty pay received in order to be eligible for reimbursement.

Jury duty pay will not be considered as hours worked in computing overtime.

Employees whose work schedules would result in their working more than five (5) consecutive days, as a result of the time spent on jury duty and working, will be permitted to schedule a day off (without pay) or use a holiday, vacation or personal day, if pay is desired.

32.0 Bereavement Leave

A. Each employee may be granted three (3) days paid leave for bereavement in the event of a death in the immediate family: husband, wife, son, daughter, father, mother, father-in-law, mother-in-law, brother, sister, grandchild, employee’s grandparents, spouse’s grandparents, step parents, step children; or a relative or individual living in the immediate household. Leave of two (2) days may be granted for bereavement in the event of the death of an employee’s son-in-law or daughter-in-law. Leave of one (1) day may be granted to attend the funeral of a brother-in-law, sister-in-law, aunt and uncle. Employee requests for bereavement leave will not be unreasonably or arbitrarily denied.

B. Employees may be required to provide proof of death and relationship upon request.

C. Bereavement leave shall be paid at the employee’s regular compensation rate.

D. Additional bereavement leave without pay may be requested by the employee in extenuating circumstances. Such a request shall not be unreasonably denied. Such additional leave may be without pay or an employee may use available holiday, vacation or personal leave.

33.0 Training and Education

A. Those departments of the Hospital which have employees covered by this Agreement shall continue their present orientation program for new employees. A representative of the Union will be provided with a fifteen (15) minute opportunity to address employees covered by this Agreement during the orientation program, provided that the Union supplies the Vice President of Human Resources with a proposed agenda one week prior to the orientation session. The Hospital will notify the Union of the date of orientation sessions at least two weeks prior to each session. An employee undergoing orientation, with the exception of Licensed Practical Nurses, shall not be considered as part of the
staffing for a minimum of one (1) days and or maximum of one (1) week, which period shall be within the discretion of the Department Head. Licensed Practical Nurses will be oriented in accordance with the policy of the Department of Nursing.

B. The Hospital requires as a condition of employment, that certain employees possess licenses or be registered or certified by the State of New York. Such an employee must verify that he or she possesses the necessary credentials upon request.

C. In-Service Education – It is required that employees attend mandatory in-service programs as requested by the Hospital. Such programs will also be provided for employees located off site and work coverage will be arranged where necessary.

D. Time off, within reasonable limits will be permitted for participation in educational institutes, workshops and seminars. The Hospital will pay up to $150.00 each calendar year for each employee for the costs of such seminars. Such time off is subject to the approval of the Department Head and will not be unreasonably denied. Employees attending such meetings during regularly scheduled work hours will be paid at their regular straight time rate of pay for a maximum of seven and one-half hours per day.

E. The Hospital agrees to reimburse employees one hundred percent (100%) of the cost for each Hospital mandated off-site attendance at educational institutes, workshops and seminars. Attendance must be approved in advance and proof of attendance and registration fee paid must be submitted prior to reimbursement. Employees attending such meetings during regularly scheduled work hours will be paid at their regular straight time rate of pay for a maximum of seven and one-half hours per day.

F. Performance evaluations will be conducted by the Department Head at least once each year. Following probation, performance evaluations meetings will include presentation and discussion of the performance evaluation and will provide an opportunity for the employee to comment regarding the evaluation. Employees will be provided a copy of their completed performance evaluation upon request. The performance evaluation shall not be subject to the grievance and arbitration provisions of the agreement. However, any disciplinary action which occurs as a result of an evaluation may begrieved.

34.0 **Tuition Assistance**

A full-time active employee with at least one (1) year of service may be reimbursed by the Hospital for fifty percent (50%) of the cost of tuition up to a maximum of six hundred dollars ($600.00).
A part-time active employee with at least one (1) year of service may be reimbursed by the Hospital for fifty percent (50%) of the cost of tuition up to a maximum of two hundred seventy-five dollars ($275.00).

Course approval will be given provided the course meets the following goals:

A. It is expected to improve the performance of the employee in their present position.

B. It is considered required for the position presently held or for the position next in line of an obvious progression.

C. The course is required for the receiving of a degree in a field of study compatible to the interest of the Hospital.

D. The institution attended must be accredited by the appropriate regional or professional accrediting body.

All courses must be approved prior to the first class being attended.

The employee will be reimbursed upon satisfactory completion of approved courses. Proof of course completion and payment of tuition are required prior to reimbursement.

35.0 **Leave of Absence: Unpaid**

1. The Hospital will grant an unpaid Leave of Absence consistent with the Family and Medical Leave Act.

2. An unpaid Leave of Absence may be granted for reasons other than those covered by the Family and Medical Leave Act at the discretion of the Hospital. The approval or denial of leave requests will not be for arbitrary or discriminatory reasons. When the above is granted, the following applies:

   A. For Leave of Absence sixty (60) days or less:

      1. Upon the employee’s return, the Hospital will assign the employee to the same classification, unit and shift he or she had immediately prior to the commencement of the leave.

      2. An employee going on unpaid leave of absence may elect to be paid all earned vacation and unpaid Holiday time.

      3. An employee on an unpaid leave of absence will not accrue sick days or Holidays.

      4. An employee will not accrue vacation time after thirty days on an
unpaid leave of absence.

5. An employee will be responsible for the payment of health insurance premiums following thirty (30) days on an unpaid leave of absence.

B. For Leave of Absence sixty-one (61) days or greater:

1. Upon the employee’s return, the Hospital will make every effort to assign the employee to the same classification, unit and shift he or she had immediately prior to the commencement of the leave.

2. An employee going on an unpaid leave of absence will be paid all earned vacation and unpaid Holiday time.

3. An employee on an unpaid leave of absence will not accrue sick days, Holidays or vacation.

4. An employee will be responsible for payment of health insurance premiums after thirty (30) days on an unpaid leave of absence.

3. An eligible employee will apply in writing to his/her Department Head, four (4) weeks prior to the requested leave, identifying the length of time needed. In case of an emergency, the Department Head may waive the notification requirement.

36.0 Health and Safety

The parties agree to comply with all applicable local, state and federal health and safety laws and regulations.

Safety equipment and clothing which the Hospital requires employees to use shall be supplied by the Hospital at no cost to the employee.

The parties agree to include discussion of health and safety concerns as part of the labor-management process. Those issues which constitute alleged violations of the first paragraph of this article and which cannot be resolved through labor-management may appropriately be referred to Step Two of the grievance procedure.

The Hospital will provide an annual re-evaluation in accordance with regulations during regular work hours whenever possible. Employees are responsible for insuring that they complete annual health assessments in a timely manner.

37.0 Job Posting

If a vacancy exists in a regular position covered by this contract and the Hospital elects to fill that position, notice thereof will be posted indicating job title, department, shift and
qualifications for at least seven (7) consecutive days. During such seven (7) day period, any
eligible employee may complete a Job Bid in the Human Resource Department requesting
consideration for the posted position. The Human Resource Department will acknowledge
receipt of the application in writing.

In filling vacancies, the Hospital will take into account for all applicants: department
assigned to, departmental seniority, seniority in the Hospital, skills, abilities, related experience,
past performance evaluations, physical limitations and qualifications required by the job
description.

To be eligible to fill the position, an employee must have been in their current job title for
a minimum of twelve months. Where the vacant position would provide an employee with an
opportunity for career advancement, the twelve month requirement may be waived by the Vice
President of Human Resources after consultation with the PEF Council Leader.

The Hospital will review all job bids and select the candidate for transfer. All employees
who submit bids will be notified, in writing, of the hospital’s decision to his or her bid.

The person filling the job has thirty (30) days to adapt to the new position. If within the
thirty (30) day period, either the employee or the employer believes that the employee has not
adapted to the position, the employee will return to his or her prior position, if the position is still
vacant. If the position is not vacant, the employee may return to the first vacancy in his prior
position.

Employees transferring to new positions will be provided with a copy of the job
description for the new position and will receive an orientation to the policies and procedures of
the employee’s new department.

If the Hospital determines that none of the eligible employees who submit bids are
qualified to fill the vacancy, the Hospital has the right to seek outside candidates.

38.0 Seniority

Employees covered by this Agreement will accrue both Hospital and Departmental
seniority.

Effective following ratification, Hospital seniority for any full-time or part-time
employee is defined as the length of continuous service as a full-time or part-time employee in a
title covered by this Agreement. Prior to ratification, the Hospital seniority of any full-time or
part-time employee in a title covered by this Agreement is defined by the 2007-2013 Eastern
Niagara Hospital-PEF Agreement.

Effective following ratification, Departmental seniority for any full-time or part-time
employee is defined as the length of continuous service as a full-time or part-time employee
within the Department in a title covered by this Agreement. Prior to ratification, the
Departmental seniority of any full-time or part-time employee in a title covered by this
Agreement is defined by the 2007-2013 Eastern Niagara Hospital-PEF Agreement.
Any per diem employee will have seniority rights only in relation to other per diem employees covered by this Agreement. Hospital and Departmental seniority of per diem employees will be determined pursuant to the provisions above.

Departmental Seniority shall be separately accrued in each of the following Departments:

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<tr>
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<tr>
<td>Patient Accounting</td>
<td>Medical Records</td>
<td>Nursing</td>
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<td>Patient Registration</td>
<td>Pharmacy</td>
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<td>Cardiac Services</td>
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<td>Accounting</td>
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<td>Health Information Management</td>
<td>Materials Management</td>
<td>Respiratory Therapy</td>
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The Department of Human Resources will develop, update and maintain seniority lists which include both the hospital and departmental seniority dates for all members of the bargaining unit. Members will be listed in order of years of seniority. This list will be provided to PEF on an annual basis and on request.

39.0 Layoff

Employees within a job title in the affected department shall be laid off in the following order: temporary, probationary, and then by inverse departmental seniority from the accrued seniority list.

The order of layoff is subject to the following conditions.

1) that the remaining employees shall have the skills, ability and qualifications, including the requisite credentials, to satisfactorily perform the necessary work;

2) that said remaining employees shall be required to work as scheduled by the Hospital, including increased weekend work in accordance with the terms of this agreement;

3) that the hours of full-time employees may be reduced, and they may be reclassified as regular part-time employees, for the purpose of meeting the Hospital’s staffing requirements. It is understood by the parties that the order of layoff may require that a full-time employee be reclassified as part-time. In those instances, the employee(s) so affected will be given the option to voluntarily accept a full lay-off rather than reclassification;

4) that work will be reassigned as necessary to remaining personnel.

The Hospital may permit employees in the affected unit or department to voluntarily accept layoff for a period not to exceed thirty (30) days. Such employees shall not receive their regular wages, but will retain coverage under employee group health or life insurance policies which may be in effect and will continue to accrue service time for benefit purposes. A
voluntary layoff will not prejudice an employee’s entitlement to unemployment insurance benefits.

An employee who is subject to layoff will receive a written notice five (5) days prior to date of layoff will be effective. In the absence of timely notice, the employee will receive five (5) days pay.

40.0 **Replacement Rights**

An employee who is laid off may replace:

1. an employee in the same or lower job code on the wage scale in the same department with less departmental seniority.
   
   or
   
   2. An employee with less Hospital seniority in a position that the laid off employee held within the last five (5) years. An employee replaced under this paragraph may not exercise replacement rights within the same job classification.

   In either instance, the employee exercising replacement rights must demonstrate, within thirty (30) calendar days, the skills necessary to satisfactorily perform the duties of the new position.

   Except as limited in subparagraph 2 above, an employee who is replaced in accordance with this Article may also exercise replacement rights.

41.0 **Recall Rights**

Laid off employees will retain rights for twenty-four months after the most recent date of layoff.

42.0 **Recall Procedure**

When a vacancy occurs in the job title which a laid off employee held prior to layoff, the employee will be recalled to that position. Written recall notices will be sent by certified mail to the last known address of the employee(s). Where more than one employee has recall rights to a position, they will return to work in order of departmental seniority with the most senior employee being recalled first. Vacant positions in this category will not be subject to the contractual posting and bidding requirements unless the laid off employee(s) do not respond to the recall notice.

Laid off employees with recall rights will be notified of all vacancies in positions covered by this agreement and allowed to bid on those positions in accordance with the contractual bidding procedures.

Employees reclassified from full-time to part-time positions will be returned to full-time status in accordance with their departmental seniority as vacancies occur.
An employee who has exercised replacement rights will retain recall rights to the position he or she held immediately prior to layoff.

43.0 Seniority Loss

Seniority will terminate and employment cease for any of the following reasons:

- If an employee resigns.
- If an employee is discharged for just cause.
- If an employee is absent from work for three (3) consecutive workdays without advising the Hospital unless documentable conditions beyond the employee’s control prevented attendance. Notice and satisfactory reasons for such absence must be provided to the Hospital.
- If an employee fails to return to work within five (5) workdays after a telephone call or issuance of the Hospital’s notice of recall by certified mail to the last known address of such employee as shown in the Hospital’s records unless the employee provides notice and satisfactory reasons to the Hospital of conditions beyond the employee’s control which prevented response or attendance.
- If an employee over stays a leave of absence without notifying the Hospital.
- If an employee provides a false reason for obtaining a leave of absence.
- If an employee engages in other employment during a leave of absence without prior Hospital approval.
- If an employee is physically unable to return to work after twelve (12) months absence due to personal disability or injury or illness categorized under Workers’ Compensation.
- If an employee retires.
- If an employee is laid off for a period of twenty-four (24) months or more, or if, for any reason, more than twenty-four (24) months have elapsed since the employee last worked, unless the employee is on an approved leave of absence or a written exception is granted.

44.0 Personnel Materials

A. A personnel file will be maintained in the Human Resources Department for each employee. The personnel file shall contain memoranda or documents relating to each employee’s job performance and employment history. Copies of any
material relating to the employee’s job performance will be given to the employee in a timely fashion.

B. An employee alone or with a PEF representative, shall have an opportunity to review the personnel file upon request. A PEF representative may view the file in the absence of the employee only with that employee’s specific written consent.

C. Materials relating to job performance issues, older than 12 months, will be kept in the file, but will not be used in the disciplinary process, unless already a basis for disciplinary action. In such an event, material will not be used after a period of 24 months from the date of the original disciplinary action. Exempt from this provision are documented evidence of patient abuse or actions which constitute a crime. Absences from work due to disability, workers’ compensation or leave of absence, paid or unpaid, shall serve to extend the time period for voiding warnings and reprimands.

D. The parties agree that where an arbitrator finds a disciplinary action was unwarranted all materials related to the disciplinary action will be removed. This provision does not apply when the arbitrator modifies the penalty only.

45.0 Discipline and Discharge

A. The Hospital shall have the right to discharge or discipline an employee for just cause. The parties recognize the principle of progressive discipline where appropriate.

B. Employees may request and be provided PEF representation when receiving written reprimands or being suspended or discharged.

C. Employees signing notices of written reprimand, suspension or discharge will be provided a copy of such notices for their records within 24 hours. A copy of such notices will be provided to PEF.

D. Recording and/or stenographic devices will not be used during an investigation of an employee, unless the employee is advised of its use in advance. A copy of any transcripts will be provided to the employee.

E. Notices of disciplinary action will contain a statement of alleged misconduct and a statement informing the employee of the right to grieve the disciplinary action within the contractual time limits.

F. Both the employee to be issued a disciplinary action and a PEF representative will receive a 24 hour prior notice of the impending disciplinary action unless, in the reasonable judgment of the Department Head, immediate discipline must be imposed.
46.0 **Grievance Procedure**

A grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this agreement. Employees presenting or filing a grievance, individually or as a group, will be identified, by name, when the grievance is initially submitted.

An employee may not grieve discharge or discipline imposed during the probationary period of employment.

PEF shall have the exclusive right to represent any employee or employees, upon their request, at any Step of the grievance procedure, provided, however, individual employees may initiate and represent themselves in processing grievances in Steps 1 and 2.

Both the Hospital and PEF will actively engage in efforts to secure prompt resolution of problems and grievances. The parties agree that most disputes can be, should be, and will be resolved in oral discussions. In those cases where such is not accomplished, the following procedure shall apply:

**STEP ONE:** The Employee, or PEF, shall present the grievance to the appropriate Department Head or a designated representative within fifteen (15) work days of the date of the alleged violation. The Department Head will respond in writing within fifteen (15) work days. At the request of either party, a meeting will be held and the decision issued within fifteen (15) work days of the meeting. Group grievances filed by the employees of more than one department will be filed at Step 2 of this procedure.

**STEP TWO:** If unresolved, the employee or PEF shall file an appeal with the Vice President of Human Resources within fifteen (15) work days of the receipt of the Step 1 decision. The Vice President of Human Resources shall meet with the employee and the PEF representative, if requested by the employee. The Vice President of Human Resources will provide a written decision to the employee and the PEF Council Leader within fifteen (15) work days of the meeting.

**STEP THREE:** If the issue remains unresolved, PEF will notify, in writing, the Vice President of Human Resources of an intent to arbitrate. Such written notice must be given within fifteen (15) calendar days following receipt of the Step 2 decision. Either party may request a panel of seven arbitrators from the Federal Mediation and Conciliation Service. The selection will be made by each party striking names alternately from the list.

The decision of the impartial arbitrator will be final and binding upon the Hospital, PEF and the employee(s) involved. No Arbitrator has any power to amend, add to, subtract from or modify the terms of this contract. The fees and expenses of the arbitrator will be shared equally by the Hospital and PEF.
Grievances which are not processed in accordance with the time limitations established above will be deemed settled on the basis of the answer given at the previous step. Time limits contained in the above procedure may be waived by the written and mutual consent of the parties.

Where the individual to whom the grievance is to be submitted is absent, service will be deemed complete and timely upon delivery to the Vice President of Human Resources or designee of the Hospital.

47.0 Separation Benefits

An employee whose employment is terminated for a reason other than just cause will receive a separation allowance consisting of accrued vacation pay and earned holidays. An employee whose employment is terminated by resignation will give the Hospital at least ten (10) work days notice or forfeit separation benefits.

Failure to provide such notice or termination for just cause, shall result in forfeiture of separation benefits.

48.0 Access to Employees

PEF will notify the Hospital of its employee representatives and their titles, not to exceed five (5) in number at any time, who are authorized to investigate and process grievances arising under this agreement. Whenever possible the Local Representative will conduct their investigation on non-work time If for the convenience of all parties, a meeting is scheduled during work hours, a local representative may attend the meeting at the Hospital without loss of pay for a reasonable period of time, not to exceed thirty (30) minutes per day. A representative will not investigate more than two (2) grievances during any one shift. A local representative may participate in a step of the grievance procedure with a supervisor or representative of administration without loss of pay for a reasonable period of time. The local representative will obtain permission from the immediate supervisor outside the bargaining unit before leaving the work area on work time and notify the supervisor upon return.

The Hospital will permit a representative of the Association to visit the Hospital to conduct PEF business, in a prompt and orderly manner, at reasonable times, provided said visits do not interfere with or interrupt the routines of the Hospital or the work of Hospital employees.

It is understood that such visits may be limited to certain facility areas depending on the nature of the visit.

The PEF representative will notify the Vice President of Human Resources or a designated representative prior to such visits. The PEF representative will obtain the permission of the Vice President of Human Resources prior to conducting union business in patient care areas.
PEF officers employed by Lockport Memorial Hospital shall be entitled to a total of six (6) days of organization leave each contract year to attend official PEF functions such as Executive Board meetings and council meetings.

PEF will be invited to participate on a committee comprised of union representatives and members of the Hospital’s Board of Directors and Administration in an effort to discuss issues of mutual interest.

A member of the bargaining unit who is elected to serve on the Union’s State Executive Board will be excused to attend meetings of the Executive Board for not more than twelve (12) days during a calendar year. Such an employee’s salary will be reimbursed to the Hospital by the Union. The employee will provide his or her Department Manager with as much advance notice of said meetings as possible.

49.0 Bulletin Boards

The Hospital shall provide secure bulletin board space use by PEF. Bulletin Boards shall be provided at every facility in which PEF members work. Use of the bulletin board shall be limited to internal PEF business. No external or controversial material will be posted.

A copy of all notices authorized by PEF will be supplied to the Vice President of Human Resources prior to posting. In the event the material is deemed to be external or controversial in nature, the Vice President of Human Resources will notify the PEF representative prior to its removal.

50.0 Labor-Management Relations

A. The Hospital and PEF, upon the request of either party, will meet periodically to discuss issues of mutual concern.

B. An agenda will be developed prior to each meeting

C. No collective bargaining shall take place at labor-management meetings. The results of a labor-management meeting held pursuant to this Article shall not contravene any term or provision of this Agreement or exceed the authority of either party. The results of such meetings may, by mutual agreement, be placed in writing in the form of memoranda or correspondence between the parties.

51.0 Management Rights

The Hospital will retain all rights and privileges of management heretofore existing, except as expressly limited by this agreement.

Specifically, nothing in this Agreement shall be construed to limit or impair the right of the Employer to exercise its own discretion in determining who to employ; nor shall it be interpreted as interfering in any way with the Employer’s right to alter, rearrange or change,
extend, limit or curtail its operation or any part thereof, to decide upon the number of employees that may be assigned to work on any shift, or the equipment to be employed in the performance of such work, or to shut down completely, whatever may be the effect upon employment, when, in its sole discretion, it may deem it advisable to do any or all of such things.

52.0  Work Interruption

Neither PEF, nor any employee will, directly or indirectly, cause, engage in, or participate in any strike, sympathy strike, work stoppage, work interruption, work interference, slow-down, picketing, or boycott of this facility during the term of this agreement.

Hospital agrees it will not lockout its employees.

53.0  Separability

This agreement and its component provisions are subordinate to any present or future laws and regulations. If any federal or New York law or regulation or the final decision of any federal or New York court or administrative agency affects any provision of this agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation or decision, but otherwise this agreement will not be affected. The Hospital and PEF shall meet to negotiate the alterations of such sections according to the intent of the parties.

54.0  Amendment

This agreement may be amended or supplemented only by further written agreement between the parties.

55.0  Contract Distribution

The Hospital will provide a copy of the labor agreement to each new employee hired or transferring into a position covered by this agreement. Cost for printing will be jointly shared.

56.0  Successorship

In the event of job loss in this bargaining unit in the event the Hospital contemplates a merger, sale, closure, leasing, assignment, divestiture, or other transfer of ownership and/or management of its operations in whole or in part, the Hospital will notify the Union in writing a minimum of ninety (90) days prior to the event when possible. The new entity will also be notified and advised of the agreement with the Public Employees Federation.

In the event of permanent closure the Union and Hospital will negotiate over the effects. Such discussions may include, but not limited to, severance pay, employee retraining, rehire rights and continuation of benefits.
57.0 **Duration**

The term of this Agreement shall be from October 1, 2013 through September 30, 2019.

58.0 **Wage Implementation**

All wage increases will be calculated and applied on each step of the employee’s job code.

Schedule wage increases shall be implemented on the first day of the pay period following the scheduled implementation date.

---

**Eastern Niagara Hospital**

[Signature]

Clare Haar, Chief Executive Officer

3/10/17

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**The Public Employees Federation AFL-CIO**

[Signature]

Wayne Spence, President

4/25/17

[Signature]

Margaret Eaton

3/31/17

[Signature]

Art Munson, Field Representative

3/31/17
WAGE ADJUSTMENTS

1. The following general wage increases will be effective with the first full payroll period following the indicated date:

   Effective October 1, 2013 for all bargaining unit members who were on payroll between October 1, 2013 to present and remain on payroll as of the ratification date: 2%
   Effective first full pay period following ratification: 2%
   Effective October 1, 2015: 2%
   Effective October 1, 2016: 2.75%
   Effective October 1, 2017: 2.75%
   Effective October 1, 2018: 1.5%
   Effective April 1, 2019: 1.5%

2. The wage scale will be revised to include the following upgrade:

   Licensed Practical Nurse (LPN) to Grade 10

3. Steps for Lab Technologists shall be incorporated into contract prior to application of the increases as follows:

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   Note: Grade 11 on the general scale would no longer include Lab Tech.

4. The Sr. Echo Tech (current rate $36) shall be incorporated into the contract as follows effective the first full pay period following ratification: Grade 17 Step 0

5. The non registered Echo Tech (current rate $31.02) shall be incorporated into the contract as follows effective the first full pay period following ratification: Grade 16 Step 2
<p>| Grade | Title                                                                 | Step 0 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 | Step 16 | Step 17 | Step 18 | Step 19 | Step 20 | Step 21 |
|-------|----------------------------------------------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
|       | Medical Records Clerk                                               |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|       | X-Ray Clerk                                                          |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|       | Maintenance Clerk                                                   |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| 3     | Cashier                                                              | $14.31 | $14.50 | $14.69 | $15.21 | $15.41 | $15.81 | $16.13 | $16.59 | $16.79 | $17.05 | $17.23 | $17.26 | $17.30 | $17.34 |
|       | Patient Registration Clerk                                           |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| 4     | Phlebotomist                                                         | $14.76 | $15.05 | $15.30 | $15.58 | $15.95 | $16.70 | $16.99 | $17.09 | $17.44 | $17.67 | $17.71 | $17.74 | $17.76 |        |        |        |        |        |        |        |        |        |
|       | Patient Accounting Spec                                               |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|       | Diet Secretary                                                       | $15.46 | $15.79 | $16.10 | $16.37 | $16.69 | $17.01 | $17.30 | $17.55 | $17.74 | $17.99 | $18.21 | $18.39 | $18.43 | $18.46 | $18.50 |        |        |        |        |        |        |        |
| 5     | Cardiac/Pulmonary Secretary                                          | $16.07 | $16.34 | $16.60 | $16.96 | $17.24 | $17.57 | $17.88 | $18.09 | $18.33 | $18.55 | $18.80 | $18.98 | $19.02 | $19.05 | $19.09 |        |        |        |        |        |        |        |
| 6     | Lab Secretary                                                         | $17.54 | $17.83 | $18.11 | $18.44 | $18.72 | $19.06 | $19.41 | $19.80 | $20.02 | $20.25 | $20.43 | $20.47 | $20.50 | $20.54 |        |        |        |        |        |        |        |        |
| 12    | Medical Records Coder                                                 |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| 13    | Certified Memos Tech                                                  |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| 14    | Certified Ultrasound Tech                                             | $26.73 | $27.01 | $27.34 | $27.66 | $27.94 | $28.24 | $28.55 | $28.77 | $29.00 | $29.24 | $29.48 | $29.63 | $29.67 | $29.71 | $29.74 |        |        |        |        |        |        |        |        |
| 16    | MRI Tech                                                             | $31.22 | $31.43 | $31.83 | $32.12 | $32.43 | $32.73 | $33.04 | $33.26 | $33.48 | $33.70 | $33.93 | $34.16 | $34.22 | $34.25 | $34.29 |        |        |        |        |        |        |        |        |
| 16A   | Certified MRI Tech                                                    | $33.19 | $33.39 | $33.59 | $33.76 | $33.95 | $34.16 | $34.35 | $34.54 | $34.76 | $34.95 | $35.15 | $35.29 | $35.37 | $35.43 | $35.48 |        |        |        |        |        |        |        |        |
| 15    | Nuclear Medicine Technologist                                         | $37.14 | $37.35 | $37.59 | $37.72 | $38.04 | $38.24 | $38.45 | $38.67 | $38.88 | $39.08 | $39.29 | $39.49 | $39.60 | $39.71 | $39.82 |        |        |        |        |        |        |        |        |
| 17    | Sr. Echo Tech                                                        | $38.72 |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |</p>
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### PSF Wage Scale - October 1, 2016
Effective With First Full Pay Period Beginning After October 1, 2016

2.75% Increase

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PEF Wage Scale - October 1, 2018
Effective With First Full Pay Period Beginning After October 1, 2018
1.5% Increase
| Grade | Title                                                                 | Step 0 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 | Step 16 | Step 17 | Step 18 | Step 19 | Step 20 | Step 21 |
|-------|----------------------------------------------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 2     | Patient Data Entry                                                  | $15.70 | $16.05 | $16.37 | $16.73 | $17.10 | $17.47 | $17.85 | $18.28 | $18.61 | $18.94 | $19.26 | $19.58 | $19.90 | $19.22 | $19.54 | $20.05 | $20.56 | $20.06 | $20.08 | $20.12 |
| 6     | Transcriptionist                                                     | $19.84 | $20.10 | $20.50 | $20.87 | $21.25 | $21.64 | $22.04 | $22.44 | $22.85 | $23.26 | $23.68 | $24.12 | $24.56 | $25.00 | $25.45 | $25.90 | $26.35 | $26.81 | $27.27 | $27.73 |
| 10    | Respiratory Technician                                               | $22.59 | $22.74 | $23.08 | $23.42 | $23.78 | $24.14 | $24.51 | $24.87 | $25.24 | $25.59 | $25.94 | $26.30 | $26.65 | $27.00 | $27.35 | $27.70 | $28.05 | $28.40 | $28.75 | $29.10 |
| 12    | Certified CT Tech                                                   | $27.85 | $28.19 | $28.54 | $28.89 | $29.24 | $29.58 | $29.91 | $30.24 | $30.57 | $30.90 | $31.23 | $31.56 | $31.89 | $32.22 | $32.53 | $32.86 | $33.19 | $33.52 | $33.85 |
| 13    | Ultrasound Tech                                                     | $29.05 | $29.40 | $29.73 | $30.06 | $30.39 | $30.72 | $31.05 | $31.38 | $31.67 | $31.95 | $32.24 | $32.52 | $32.79 | $33.06 | $33.33 | $33.60 | $33.87 | $34.15 | $34.42 |
| 14    | Certified Ultrasound Tech                                           | $30.24 | $30.56 | $30.84 | $31.12 | $31.39 | $31.66 | $31.93 | $32.20 | $32.47 | $32.74 | $33.01 | $33.28 | $33.55 | $33.82 | $34.09 | $34.37 | $34.65 | $34.93 | $35.21 |
| 15    | MRI Tech Echo Tech                                                  | $35.30 | $35.64 | $35.92 | $36.20 | $36.48 | $36.76 | $37.04 | $37.32 | $37.60 | $37.88 | $38.16 | $38.44 | $38.72 | $39.00 | $39.28 | $39.56 | $39.84 | $40.12 | $40.40 |
| 16A   | Certified MRI Tech                                                  | $37.55 | $37.84 | $38.13 | $38.42 | $38.70 | $38.99 | $39.28 | $39.56 | $39.84 | $40.13 | $40.42 | $40.71 | $41.00 | $41.29 | $41.58 | $41.87 | $42.16 | $42.45 | $42.74 |
| 15    | Nuclear Medicine Technologist                                        | $42.53 | $42.82 | $43.11 | $43.40 | $43.69 | $43.98 | $44.27 | $44.56 | $44.85 | $45.14 | $45.44 | $45.75 | $46.06 | $46.37 | $46.68 | $46.99 | $47.31 | $47.63 | $47.96 |
| 16    | Sr. Echo Tech                                                       | $41.55 |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| 18    | Lab 1 (2yr Tech)                                                    |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        | $25.87 |
| 19    | Lab 2 (4yr Tech)                                                    |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        | $23.15 |