

**AGREEMENT**

**between**

**NEW YORK STATE NURSES ASSOCIATION**

**and**

**THE ERIE COUNTY MEDICAL CENTER CORPORATION**

**January 1, 2012 – December 31, 2018**

# TABLE OF CONTENTS

TABLE OF CONTENTS .....	i
LEGISLATIVE REVIEW .....	1
STATEMENT OF PURPOSE .....	1
<b>1. RECOGNITION.....</b>	<b>1</b>
<b>2. DEFINITIONS .....</b>	<b>1</b>
<b>3. ASSOCIATION STATUS.....</b>	<b>4</b>
3.01 Association Membership .....	4
3.02 Association Dues Deduction .....	4
3.03 Deduction of Agency Shop Fee.....	4
3.04 Insurance.....	5
3.05 Deduction Error .....	5
3.06 Association Business: Local Representative.....	5
3.07 Association Business: General Representative .....	5
3.08 Association Business: Access to Membership During Working Hours .....	5
3.09 Union Release Time .....	6
3.10 Meeting Space.....	7
3.11 Association Business: Bulletin Boards .....	7
<b>4. EMPLOYEE STATUS.....</b>	<b>7</b>
4.01 Classification .....	7
4.02 Regular Full-Time Employees .....	7
4.03 Regular Part-Time Employees .....	7
4.04 Part-Time Employees .....	8
4.05 Per Diem Employee.....	8
4.06 Probationary Period.....	8
4.07 Job Posting: Terrace View Long-Term Care.....	9
4.08 Job Posting: Erie County Medical Center.....	9
4.09 Layoff and Recall.....	10
4.10 (Hold) .....	13
4.11 Competitive Positions .....	13
4.12 Transfers.....	13
4.13 Seniority Lists .....	13
4.14 Time Off for Exams.....	13
4.15 Temporary Relocation .....	14
4.16 Interdepartmental Transfer.....	14
<b>5. PROFESSIONAL STATUS .....</b>	<b>14</b>
5.01 Nursing Committees .....	14
5.02 Staff Development Program .....	15
5.03 Staffing.....	16
5.04 Non-Nursing Duties .....	16
<b>6. HOURS OF WORK.....</b>	<b>17</b>
<b>7. SALARY AND INCREMENT RULES.....</b>	<b>18</b>
7.01 Promotions .....	18
7.02 Demotions .....	19
7.03 Reinstatement .....	19
7.04 Reallocation .....	19
7.05 Reclassification.....	19
7.06 Temporary Assignments.....	19
7.07 Leave of Absence - Military .....	19
7.08 Increments.....	20
7.09 Pay Period .....	22
7.10 New Appointments .....	22
7.11 Certification Reimbursement .....	23
<b>8. MONETARY BENEFITS: COMPENSATION FOR TIME WORKED .....</b>	<b>23</b>
8.01 Overtime Compensation.....	23

8.02	Wage Schedule .....	25
<b>9.</b>	<b>MONETARY BENEFITS: HEALTH AND RETIREMENT.....</b>	<b>25</b>
9.01	Health Insurance .....	25
9.02	Retirement Plan .....	31
9.03	NYSNA Tax-Sheltered Annuity .....	31
9.04	Sick Leave Conversion.....	32
<b>10.</b>	<b>MONETARY BENEFITS: MISCELLANEOUS .....</b>	<b>32</b>
10.01	Shift Differential Pay .....	32
10.02	Transportation Allowance.....	32
10.03	Preceptor Differential.....	33
<b>11.</b>	<b>MONETARY BENEFITS: COMPENSATION FOR TIME NOT WORKED .....</b>	<b>33</b>
11.01	Vacations.....	33
11.02	Holidays.....	35
11.03	Personal Leave.....	36
11.04	Bereavement Pay.....	36
11.05	Jury Duty Leave / <b>Court Leave</b> .....	37
11.06	Emergency and Disaster Plan .....	37
11.07	Sick Leave .....	37
11.08	Criminal Assault.....	40
11.09	Tuition Reimbursement .....	40
<b>12.</b>	<b>LEAVE OF ABSENCE WITHOUT PAY .....</b>	<b>40</b>
12.01	Eligibility.....	40
12.02	Application for Leave Without Pay .....	41
12.03	Child Care Leave.....	41
12.04	Leave Because of Extended Illness .....	42
12.05	Leave for War Work.....	42
12.06	Leave for Education Purposes .....	42
12.07	Education Leave for Veterans .....	42
12.08	Leave of Absence to Service in Another Position in the County Service.....	43
12.09	Leave of Absence to Accept Employment Outside the County Service .....	43
12.10	Adoption Leave.....	43
12.11	Leave of Absence for Civic Purposes .....	43
12.12	Leave for Other Reasons .....	43
<b>13.</b>	<b>GRIEVANCES AND ARBITRATION.....</b>	<b>43</b>
13.01	General.....	43
13.02	Definitions.....	43
13.03	Rights of the Parties .....	44
13.04	Grievance Procedure.....	45
13.05	Arbitration Procedure.....	45
<b>14.</b>	<b>DISCIPLINE AND UNSATISFACTORY WORK PERFORMANCE .....</b>	<b>46</b>
14.01	Discharge and Discipline.....	46
14.02	Procedure .....	46
14.03	Disputes as to Discipline .....	46
14.04	Private Hearing.....	47
14.05	Reinstatement and/or Back Pay.....	47
<b>15.</b>	<b>MANAGEMENT RIGHTS .....</b>	<b>47</b>
<b>16.</b>	<b>NO STRIKE CLAUSE.....</b>	<b>47</b>
<b>17.</b>	<b>PLEDGE AGAINST DISCRIMINATION AND COERCION.....</b>	<b>47</b>
<b>18.</b>	<b>EQUAL OPPORTUNITIES .....</b>	<b>48</b>
<b>19.</b>	<b>GENERAL PROVISIONS .....</b>	<b>48</b>
19.01	Employee Health Examinations .....	48
19.02	Labor Management Committee .....	48
19.03	Parking Facilities .....	48
19.04	Notification of Employees.....	48
19.05	Travel Policies .....	49
19.06	Employee Safety and Health .....	49
19.07	Uniforms .....	49

19.08	<i>On-The-Job Disability</i> .....	49
19.09	<i>On-The-Job Injuries</i> .....	49
<b>20.</b>	<b>SAVINGS CLAUSE</b> .....	<b>49</b>
<b>21.</b>	<b>TERMINATION AND MODIFICATION</b> .....	<b>49</b>
<b>22.</b>	<b>PRINTING OF THE COLLECTIVE BARGAINING AGREEMENT</b> .....	<b>49</b>
<b>23.</b>	<b>EXECUTION</b> .....	<b>50</b>
	<b>APPENDICES AGREEMENT SIGNATURE PAGE</b> .....	<b>51</b>
	<b>Appendix "A"</b> NYSNA TITLE LISTINGS .....	<b>53</b>
	<b>Appendix "B"</b> DUES ASSIGNMENT AND DEDUCTION AUTHORIZATION FORM .....	<b>56</b>
	<b>Appendix "C" 1</b> NYSNA SALARY SCALE – ECMC/ECH: EFFECTIVE JANUARY 1, 2011. ....	<b>57</b>
	<b>Appendix "C" 2.</b> NYSNA SALARY SCALE – ECMCC: EFFECTIVE JANUARY 1, 2014.....	<b>58</b>
	<b>Appendix "C" 3.</b> NYSNA SALARY SCALE – ECMCC: PAY PERIOD FOLLOWING SEPTEMBER 1, 2015.....	<b>59</b>
	<b>Appendix "C" 4</b> NYSNA SALARY SCALE – ECMCC: PAY PERIOD FOLLOWING SEPTEMBER 1, 2016 .....	<b>60</b>
	<b>Appendix "C" 5</b> NYSNA SALARY SCALE – ECMCC: PAY PERIOD FOLLOWING SEPTEMBER 1, 2017.....	<b>61</b>
	<b>Appendix "C" 6</b> NYSNA SALARY SCALE – ECMCC: PAY PERIOD FOLLOWING SEPTEMBER 1, 2018.....	<b>62</b>
	<b>Appendix "D"</b> MOA RE: DEFERRED ANNUITY PLAN.....	<b>63</b>
	<b>Appendix "E"</b> MOA RE: TEN, TWELVE AND THIRTEEN HOUR SHIFTS .....	<b>64</b>
	<b>Appendix "F"</b> MOA RE: REGISTERED NURSE ON-CALL COVERAGE: OR, PACU, CAPD, HEMODIALYSIS/PLASMAPHERESIS AND INTERVENTIONAL SERVICES .....	<b>67</b>
	<b>Appendix "G"</b> MOA RE: INDIVIDUAL OVERTIME AGREEMENT .....	<b>69</b>
	<b>Appendix "H"</b> MOA RE: PER DIEM CRNA AGREEMENT .....	<b>70</b>
	<b>Appendix "I"</b> MOA RE: NURSE ANESTHETIST SHIFT COVERAGE .....	<b>72</b>
	<b>APPENDIX "J"</b> MOA RE: CRNA COVERAGE FOR SATURDAY TRAUMA CALL.....	<b>73</b>
	<b>Appendix "K"</b> MOA RE: CRNA WAGE AND BENEFIT ADJUSTMENT .....	<b>75</b>
	<b>Appendix "L"</b> MOA RE: PER DIEM REGISTERED NURSE AGREEMENT .....	<b>80</b>
	<b>Appendix "M"</b> MOA RE: AGENCY REGISTERED NURSE PROGRAM .....	<b>82</b>
	<b>Appendix "N"</b> MOA RE: REGISTERED NURSE ON-CALL COVERAGE - SANE .....	<b>83</b>
	<b>Appendix "O"</b> MOA RE: ADJUNCT EDUCATOR PAY .....	<b>85</b>
	<b>APPENDIX "P"</b> MOA RE: NYSNA VACATION ACCRUALS .....	<b>86</b>
	<b>Appendix "Q"</b> MOA RE: CLINICA LADDER PROGRAM .....	<b>87</b>
	<b>Appendix "R"</b> MOA RE: LIST OF EMPLOYEES ELIGIBLE FOR EMPLOYER 30 YEAR CONTRIBUTION.....	<b>89</b>

## **LEGISLATIVE REVIEW**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## **STATEMENT OF PURPOSE**

It shall be the policy of the County of Erie and the Erie County Medical Center Corporation and the purpose of this Agreement to promote harmonious and cooperative relationships between the County of Erie and the Erie County Medical Center Corporation its employees, and to protect the public by issuing, at all times, the orderly and uninterrupted operations and functions of government.

This Agreement made between the County of Erie and Erie County Medical Center Corporation, hereinafter referred to as the "Employer" or "County" or "ECMCC" and the New York State Nurses Association, hereinafter referred to as "Association."

The Employer and the Association recognize their common interests beyond their collective bargaining relationship, thus they pledge to strive together to insure the highest quality of service by the Employer and the highest standards of professional nursing care and practice by the Association.

## **1. RECOGNITION**

- A. The Employer recognizes the Association as the exclusive collective bargaining representative of the employees covered by the Agreement and covers each full-time, each regular part-time (regularly scheduled for forty (40) hours or more per pay period) and each part-time (regularly scheduled for less than forty (40) hours per pay period) and per diem employee licensed or otherwise lawfully authorized to practice as a registered professional nurse (hereafter called "employee") employed by the Employer to perform registered professional nursing in a position specified in Appendix A as defined by the Public Employment Relations Board in its decision of September 26, 1986, as contained in the decision affecting certification of representative status in Case C-2830. This exclusive recognition will extend to the maximum permitted by law.
- B. The Association agrees that it will not interfere with, coerce or intimidate any employee into joining the Association. The Association recognizes that no employee is required to join, but that every employee has a right to choose of his/her own free will as to whether or not he/she will or will not join the Association. The Association further agrees that there will be no interference with the free right of any employee of the County to enter and leave its facilities and properties unmolested.
- C. The County agrees that there shall be no discrimination, interference, restraint or coercion by the County on behalf of or against any of its employees because of membership in the Association or for engaging in legal Association activity.

## **2. DEFINITIONS**

The following terms as used in this Agreement shall have the following meanings only:

- 2.1 "County" or "Employer" means County of Erie or ECMCC.
- 2.2 "Association" or "NYSNA" means New York State Nurses Association.
- 2.3 "Employee(s)" means those individuals who are covered within the bargaining unit as defined in Section 2.04 of this Collective Bargaining Agreement.
- 2.4 "Bargaining Unit" means the certified collective bargaining unit commonly known as the "Nurse Unit" which is composed of only those employees as defined above (see recognition clause).
- 2.5 "Position" means one of the positions included under one class title in the Plan of Class Titles and Salary Ranges.
- 2.6 "Class" means a group of similar positions included under the same title in the Plan of Class Titles and Salary Ranges.
- 2.7 "Salary Range" means the range of compensation, from base to Step 10, as appearing in the Plan of Class Titles and Salary Ranges.
- 2.8 "Job Group" means a group of classes of positions allocated to the same salary range in the Plan of Class Titles and Salary Ranges.
- 2.9 "Increment" means the annual increment as provided in the table of increments for Job Groups in the Plan of Class Titles and Salary Ranges.
- 2.10 "Increment Step" means the point in the increment scale reached through successive periods of actual service, as designated in Steps 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 in the Plan of Class Titles and Salary Ranges.
- 2.11 "Open Competitive List" means an eligible list resulting from an open competitive civil service examination.
- 2.12 "Promotional List" means an eligible list resulting from a promotional civil service examination.
- 2.13 "Appointing Authority" means the person or body ultimately responsible for employee selection and appointment within the department (usually the department head) subject to Civil Service Law and any rules promulgated thereunder.
- 2.14 "Actual Service" means total time spent actually working in a position including temporary positions and probationary service and also including any paid time off and/or leaves with pay.
- 2.15 "Service" means "Actual Service" as defined above.
- 2.16 "Continuous Service" means an uninterrupted period of actual service which includes any authorized leave of absence without pay computed from the date an employee assumes a position with the County. Effective July 1, 2002 a period of actual service in a regular part-time position (forty [40] hours or more per pay period) shall be credited on a prorated basis based on the number of hours an employee works during such continuous service period. However, a period of actual service in a part-time position (less than forty {40} hours per pay period) shall be credited as fifty percent (50%) of such period for purpose of computing continuous service. An employee's continuous service is interrupted by voluntary resignation, discharge, retirement or layoff. If an employee is rehired within one (1) year or is recalled within two (2) years of layoff or during

his/her period of eligibility on a preferred list pursuant to Civil Service Law or reassumes a permanent full-time permanent position after holding a non-regular part-time position without a break in actual service, the interruption in continuous service shall be removed. The period of interruption, however, shall not be included in computing the total period of continuous service. Except as so provided, an interruption shall result in a permanent loss of all continuous service credits. In addition, should an employee assume a "Managerial/Confidential" position with the County and without a break in actual service reassumes a bargaining unit position, time spent outside of the bargaining unit shall be included in computing the total period of continuous service but shall not be included in computing the employee's time in a bargaining unit position.

- 2.17 "Seniority" except as defined and determined by Civil Service Law for purposes of the provisions therein, shall mean the length of an employee's continuous service as defined above with the County of Erie, in the bargaining unit and shall cover all areas of the Collective Bargaining Agreement unless otherwise specifically stated in the Agreement.
- 2.18 "Department" shall mean that unit of County Government specifically designated as a Department under the Erie County Charter and Erie County Administrative Code as amended from time to time.
- 2.19 "Department Head" shall mean the person so designated pursuant to Charter, Local Law, Administrative Rule or resolution of the County Legislature as the head of a department or his/her designee(s) in his/her respective department, institutions, divisions, bureaus and/or other administrative units.
- 2.20 "Immediate Supervisor" shall mean the employee who normally assigns and supervises another employee's work and approves his/her time record or evaluates his/her work performance. The County will designate by name the immediate supervisor in a particular department.
- 2.21 "Permanent Vacancy" means an unencumbered budget position covered by the bargaining unit which may or may not be filled within the sole discretion of the employee's Department Head.
- 2.22 "Section" means a subprovision of an article.
- 2.23 "Nursing Function" is defined as diagnosing and treating human responses to actual or potential health problems through such services as case finding, health teaching, health counseling, and provision of care supportive to or restorative of life and well-being, and executing medical regimens prescribed by a licensed or otherwise legally authorized physician or dentist, as reflected in Article 139 of the State Education Law, Section 6902.
- 2.24 "Ties in Bargaining Unit Seniority"  
Should any ties in bargaining unit seniority arise under this Section or any other section of the contract wherein bargaining unit seniority decides the allocation or selection of a benefit, such tie will be broken by a comparison of total County seniority. The employee with more County seniority will be treated as though he/she has more bargaining unit seniority than the other employee involved in the tie.

If the comparison of county seniority fails to break the tie the employee with the lowest last three numbers of his/her social security number will be treated as

though he/she has more bargaining unit seniority than the other employee involved in the tie.

### **3. ASSOCIATION STATUS**

#### ***3.01 Association Membership***

Membership in the Association will not be a condition of employment, nor will the County discriminate in hiring or promoting employees or otherwise because of an employee's membership or participation in the Association or his/her refusal to join such organization.

#### ***3.02 Association Dues Deduction***

- A. An employee desiring to become a member of the Association may execute a written authorization in the form annexed hereto as Appendix B. Upon receipt of the authorization from an employee, the County shall, pursuant to the authorization, deduct from the wages due the employee each pay period.
- B. The County following each pay period from which those deductions are made will transmit the amount so deducted to the Association within thirty (30) days. All transmittals shall be sent out by a listing of the members from whom the deductions have been made and the amount deducted from each to:

New York State Nurses Association  
155 Washington Ave  
Albany, NY 12210

- C. The Association shall certify to the Commissioner of Personnel of the County of Erie and the VP of Human Resources for ECMCC in writing the current rate of membership dues and shall give the County thirty (30) days' notice prior to the effective date of any changes.
- D. A deduction authorized by any employee shall continue as long as so authorized unless and until such employee notifies the Comptroller of the County of Erie and the VP of Human Resources for ECMCC of his/her desire to discontinue or to change such authorization in writing and by registered mail and the County shall forward a copy of the employee's notification to the Association.

#### ***3.03 Deduction of Agency Shop Fee***

The County will, for each employee who does not authorize Employer to deduct Association dues under Section 3.02 or who otherwise has been designated by the Association as being a member in good standing, deduct from the wages due such employee in any month an agency shop fee equal to the regular dues fixed by Association for such month. The deduction shall be made on a biweekly basis and shall be transmitted at the same time and to the same office as set forth in Section 3.02 above. Each such agency shop fee deduction will continue in force and effect until revoked by (a) an employee's written and signed direction under Section 3.02 to deduct Association dues from the employee's wages; or (b) termination of such employee's employment in a bargaining unit position. The Association agrees to hold the County safe and harmless because of said deduction.

### **3.04 Insurance**

The ECMCC further agrees to grant to the Association an exclusive payroll deduction of premiums for an employee organization-sponsored insurance program. The NYSNA shall have the right to designate an insurance representative to visit an individual employee covered by this Agreement, on the job, for the purpose of explaining the insurance protection of a NYSNA-sponsored insurance program.

Only one such visit per employee per contract year shall be permitted and only after notifying the department head or his/her designee in writing given five (5) days in advance, and in no event shall such visit exceed one-half (½) hour in duration.

The designation of an insurance representative shall be in writing and sent to the V.P. of Human Resources at the time such designation is made, setting forth the specific names and addresses of such insurance representatives. In no event shall there be more than two (2) representatives designated at any one time. Failure on the part of the Association and/or its insurance representatives to comply with the provisions of this Section shall release the ECMCC from any obligation provided in this Section for the remaining term of this Agreement.

### **3.05 Deduction Error**

If, through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due and owing from an employee's paycheck, such deduction shall be made from the next paycheck of the employee and submitted to the collective bargaining representative. The County shall not be liable to the collective bargaining representative, employee or any party by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.

### **3.06 Association Business: Local Representative**

The Association will notify the Administrators of the local representatives who are authorized to deal with Administrators about employment conditions and adjustments of any problems arising under this Agreement. The Association will notify the Commissioner of Labor Relations and ECMCC in writing of said representatives' designation and authority and any change in either. Local representative or designee will be allowed reasonable time off with pay to handle grievances.

### **3.07 Association Business: General Representative**

A duly authorized general representative of the Association may visit the Employer's premises, by prearrangement with the Director of Nursing, at a reasonable time to discharge Association's duties as the employees' collective bargaining representative so long as the representative does not interfere with the work of the employees.

### **3.08 Association Business: Access to Membership During Working Hours**

Association local chairpersons and representatives shall, on an exclusive basis have access to employees during working hours to explain Association

membership services and programs under mutually developed arrangements with Department or Agency heads. Any such arrangements shall insure that such access shall not interfere with work duties or work performance and shall be limited to no more than fifteen (15) minutes per employee per year.

### **3.09 Union Release Time**

A. The employer agrees to grant time off without charge to accumulated leave credits, with pay, for Association delegates to conventions of the Association, or other bodies with which the Association is affiliated, but not to exceed sixty (60) working days in any one (1) calendar year.

B. Witnesses at arbitration hearings: witnesses will be released for time missed from work as a result of time spent actually testifying in an arbitration hearing. The grievant will be released for any time missed from work which is spent in his/her arbitration hearing. The association will designate up to two (2) members of a class action grievance for release time during the arbitration hearing.

Release time for participation in arbitrations as noted in (B) above shall be deducted from the time allotted in (A) above.

C. The parties will meet six (6) months prior to the expiration of the current contract and set a schedule for negotiations. A bargaining committee will be released for time missed from work spent in negotiations for a successor agreement up to a maximum of three hundred twenty (320) hours annually (three hundred twenty {320} hours will be granted each calendar year and unused hours will be rolled over into the next calendar year up to a maximum of eight hundred {800} hours). Upon ratification of a successor agreement the balance of this time will be deleted and accrual will restart.

Employees working the shift during negotiations will be released for the actual hours spent in negotiations and where hours remain in the shift after the negotiation session is concluded or before it begins will be allowed to use benefit time or work (employees discretion). Employees who are not working the shift during negotiations will be permitted to use release time for shifts scheduled within eight (8) hours in the same increments as employees who are released from shifts during negotiations. Employees will have the opportunity to work the difference in hours between time released from work and time spent in negotiations prior to or after the scheduled negotiation session to be paid at straight time. This time will not be deducted from the time allotted above in A.

The association will furnish letters to the employer designating the persons to be released within seven (7) working days of the scheduling of dates, and will keep the employer updated as to any change.

Employees to be released are required to submit the appropriate forms for the time off to their manager or designee.

### **3.10 Meeting Space**

NYSNA is accorded the privilege of use of meeting space on the Employer's property; provided, however, that the meetings will be held not more than once a month and will be prearranged in writing upon ten (10) days' advance written notice to the Employer with a copy to the Department Head and the Director of Nursing. Attendance at meetings shall be limited to bargaining unit employees who are on meal break or are off-duty, and Association general representatives.

### **3.11 Association Business: Bulletin Boards**

Employer will provide Association with, and suitably locate, bulletin boards on which to post official Association notices. These bulletin boards will at all times carry a label, device or notice clearly identifying them as Association's space (for use). The signature (or facsimile signature) of a duly authorized Association representative will be affixed to every Association notice posted in this space. The bulletin boards shall be locked and a key held by the Employer and the local representative.

Upon ratification, the employer will provide the Association with one (1) additional display cabinet which will be located in the Dialysis Center. The cost of the said display cabinet will be borne by the employer.

## **4. EMPLOYEE STATUS**

### **4.01 Classification**

Employees covered by the Agreement will be classified as either (a) full-time; (b) regular part-time; (c) part-time; or (d) per diem.

### **4.02 Regular Full-Time Employees**

A regular full-time employee is an employee covered by this Agreement who is employed on a regular basis to work a normal workweek. A regular full-time employee will receive full fringe benefits.

### **4.03 Regular Part-Time Employees**

Regular part-time employees regularly scheduled forty (40) hours or more per pay period (excluding per diem, seasonal, temporary, substitute, per session on a non-regularly scheduled basis) shall earn credits and be entitled to receive, upon meeting the requirements of the applicable provisions of this Agreement, the following benefits only and only to the extent provided:

- A. Vacation - 50% of full-time employee;
- B. Sick Leave - 50% of full-time employee;
- C. Holiday - 50% of full-time employee;
- D. Transportation Allowance - same as full-time employee;
- E. Jury Duty Pay - same as full-time employee;
- F. Shift Differential - same as full-time employee;
- G. Health Insurance - same as full-time employee;
- H. Coverage under Retirement System as provided in this Agreement;

- I. A one-half (½) hour paid lunch break for regular part-time employees;
- J. All regular part-time employees shall be granted an increment provided they have worked at least one (1) year for the County. Regular part-time employees shall receive increments the same as regular full-time employees;
- K. Bereavement Leave - same as full-time employee;
- L. Seniority in accordance with Section 2.16.

#### **4.04 Part-Time Employees**

Part-time employees regularly scheduled less than forty (40) hours shall be entitled to receive, upon meeting the requirements of the applicable provisions of this Agreement, the following benefits only and only to the extent provided:

- A. Transportation Allowance - same as full-time employees;
- B. Jury Duty Pay - same as full-time employees;
- C. Shift Differential - same as full-time employees;
- D. Coverage under Retirement System as provided by New York State Law;
- E. Increments as provided for part-time employees in this Agreement in Section 7.08 (F);
- F. All items in the contract shall apply to part-time employees except those listed below:
  - 1. Section 4.15, Temporary Relocation
  - 2. Section 4.16, Interdepartmental Transfers
  - 3. Section 8.01(C), Compensatory Time
  - 4. Section 8.01(H), Emergency Duty
  - 5. Section 9.01, Health Insurance
  - 6. Section 11.01, Vacations
  - 7. Section 11.02, Holidays
  - 8. Section 11.03, Personal Leave
  - 9. Section 11.07, Sick Leave
  - 10. Section 12.04, Leave Because of Extended Illness
  - 11. Section 12.08, Leave to Serve in Another County Position
  - 12. Section 12.09, Leave to Accept Employment Outside County

#### **4.05 Per Diem Employee**

Per Diem employees are employees hired and scheduled in accordance with the Memorandum of Agreement in Appendix L. Per Diem employees shall receive benefits only as described elsewhere in this Agreement.

#### **4.06 Probationary Period**

The rules governing probationary terms are set forth in Rule XIII of the Rules for the Classified Civil Service of the County of Erie as amended from time to time.

The probationary term for every permanent appointment to a permanent position from an open competitive or promotional civil service list and every original appointment and promotional appointment to a position in the non-

competitive or labor class, shall be for a probationary term of not less than eight (8) nor more than twenty-six (26) weeks.

The probationer shall be advised by his/her supervisor at least at the end of the eight (8) weeks and then at least every nine (9) weeks in writing as to status and progress. If found to be unsatisfactory, the appointing authority shall give the probationer at least one (1) week's written notice that his/her service in the position will terminate at the end of the probationary term. An employee who is terminated under this provision who holds a permanent appointment to a lower level position shall be immediately reinstated to such lower level position without loss of benefits or seniority.

The decision to retain or terminate the probationer in that position will be made solely by the appointing authority and shall not be subject to appeal through the grievance procedure in this contract, unless a violation of Articles 17 or 18 is involved. The employee shall be entitled to Association representation upon request.

#### ***4.07 Job Posting: Terrace View Long-Term Care***

##### **Terrace View Long-Term Care**

Whenever a temporary or permanent vacancy at Terrace View LTC occurs, after ECMCC exercises its rights to reassign employees throughout Terrace View LTC, the remaining vacancy prior to posting shall be filled as follows:

1. Recall rights.
2. If there is no existing Recall List, the vacancy shall be posted as follows:

(GDN – 3-11; 11-7)	5 calendar days
(All others)	10 calendar days

All postings will also be simultaneously announced during the same period on a pre-recorded telephone hotline.

During the posting period indicated above, employees may apply for the position. The application shall be in writing (including facsimile) and shall be submitted to the employee's department head or his/her designee. This vacancy shall be filled by the department head from the qualified applicants for promotions or lateral transfers. Where qualifications are substantively equal among such applicants, length of service in a bargaining unit position shall be controlling. Should this bid procedure cause a further vacancy, that vacancy and any subsequent vacancies shall be posted as outlined above.

#### ***4.08 Job Posting: Erie County Medical Center***

Whenever a permanent vacancy at the Medical Center occurs, after ECMCC exercises its right to reassign employees throughout ECMCC, excluding Terrace View LTC, the remaining vacancy, if any, shall be filled in the following order and manner:

A. Recall rights.

B. Posting

All such vacancies shall be posted for a period of seven (7) continuous calendar days. All postings will also be announced during the same period on a prerecorded telephone hotline. The opportunity to fill the position shall be given to all employees who meet the minimum qualifications and who

have not transferred within one (1) year of the respective posting. During the posting period, all interested and eligible employees may apply in writing for the position in question. In filling vacancies, the Department Head or his or her designee shall review an applicant's qualifications including training, experience, skills, abilities, and past work record. However, in the case of promotion, education is an additional factor to be considered. Where it is determined that the qualifications of two (2) or more applicants are substantively equal, the vacancy shall be given to the person with the most bargaining unit seniority. If no one applies for the vacancy in question or if the department head determines that no qualified applicant is present, ECMCC shall have the right to fill the vacancy from another source. If the initial posting is filled from within, its subsequent resulting vacancy shall also be posted. However, if a resulting third vacancy due to internal movement occurs, it shall be filled at management's discretion. The names of all persons applying for a particular position and the selected employee shall be sent to the unit local representative chairperson(s). The Employer shall make their best efforts to place their employee in the position for which he or she is chosen within ninety (90) calendar days. All applications shall be submitted to the Human Resources Office. Applications will be made available to employees and accepted seven (7) days a week.

#### ***4.09 Layoff and Recall***

##### **A. General**

1. In the event of a layoff, the County shall identify the positions to be vacated by layoff. Once positions are identified for layoff, the County will utilize the procedure detailed throughout this Section.
2. Prior to any permanent incumbent in the respective classification being laid off in any department or institution, temporary, provisional or probationary employees in the class in that department or institution shall be laid off first in that order.
3. Any member of the bargaining unit who is designated for layoff under the procedures outlined in either 4.08(B) or 4.08(C) will be considered for any opening being filled in the General Duty Nurse or Registered Nurse class if, in the opinion of the respective Director of Nursing, the displaced employee possesses the expertise to independently perform the duties of the particular opening.
4. Employees shall not displace from one department or institution to another, i.e., ECMC to Terrace View LTC, Health Department or vice versa.
5. Any nurse reassigned or re-employed due to the implementation of this clause will receive an orientation to their new work assignment.
6. Should any ties in bargaining unit seniority arise under this Section or any other section of the contract wherein bargaining unit seniority decides the allocation or order of a benefit or choice, such tie will be broken by a comparison of total County seniority. The employee with more County seniority will be treated as though he/she has more bargaining unit seniority than the other employee involved in the tie.

If the comparison of county seniority fails to break the tie the employee with the lowest last three numbers of his/her social security number will be treated as though he/she has more bargaining unit seniority than the other employee involved in the tie.

**B. Competitive Class Employees**

1. The retrenchment and recall of all competitive class employees in the bargaining unit shall be pursuant to Sections 80 and 81 of the New York State Civil Service Law as amended from time to time.
2. In addition, subsequent to the Section 80 and 81 procedure, a competitive class employee may displace a non-competitive class employee if they meet the following criteria:
  - a. The employee has greater bargaining unit seniority; and
  - b. The employee meets the minimum qualifications of the respective class including the relevant experience most of which occurred within the past seven (7) years; and
  - c. The employee previously held the classification and in the opinion of the respective Director of Nursing the employee possesses the expertise to independently perform the duties of the particular position. (Such determination by the Director of Nursing shall not be arbitrary and capricious.)
3. The review of displacement opportunities to lower titles shall occur in the following order:
  - a. Team Leader/Head Nurse
  - b. Asst. Head Nurse (ECMC)/Charge Nurse  
If new classes are created and designated as non-competitive, the County will meet with the Association to determine placement within this Section.
4. If a bargaining unit employee is unable to displace anyone in the titles noted in B.3. of this article, he/she will have the right to displace a General Duty Nurse/Registered Nurse bargaining unit seniority permitting.
5. An employee may exercise their right to accept layoff in lieu of displacing another employee.

**C. Non-Competitive Employees**

1. Where there is a layoff in a specific non-competitive classification and no temporary or probationary employees are involved, the employee with the lowest seniority in the classification shall displace an incumbent with the lowest bargaining unit seniority in the same classification in the respective department or institution. Additionally, full-time employees may displace full-time, regular part-time employees or part-time employees. Regular part-time employees may displace regular part-time employees and part-time employees only.
2. If the employee who has been displaced as a result of paragraph "1" above who previously held a lower level bargaining unit classification on

a permanent basis, he/she may displace the employee with the lowest bargaining unit seniority in his/her department or institution who holds such lower level classification.

3. The employee who was displaced under paragraph "2" who previously held a lower level bargaining unit classification on a permanent basis, may displace bargaining unit seniority permitting the employee with the least bargaining unit seniority who holds such lower level classification in his/her department or institution.
4. The employee who was displaced under paragraph "3" who previously held a lower level bargaining unit classification on a permanent basis will be laid off. Such laid off employee will be placed on a recall list by classification in descending order of bargaining unit seniority.
5. Layoff, in lieu of vertical displacement. In the event of a layoff, if an employee does not wish to displace into a lower level classification held by a junior employee or fails to exercise his/her displacement rights within four (4) working days from the date of Notice of Layoff, he/she will be placed on a recall list.
6. Layoff. Part-time employees not scheduled for work for a period of sixty (60) consecutive calendar days shall be considered laid off and bumping rights shall be effective on the sixty-first (61<sup>st</sup>) calendar day.
7. Recall. Whenever a vacancy occurs in a class title within the County, employees who are on layoff in that class title shall be recalled in accordance with their class title seniority in the reverse order in which they were laid off. If a vacancy occurs in a class title where no employee in that class title in the County has recall rights, then the laid off employee with the most seniority will be recalled if he/she has the ability to do the work and if not, the next senior employee will be recalled. Recall rights for employees on layoff will expire two (2) years from date of last layoff.

It is agreed and understood that should a competitive class employee not wish to exercise any bump permitted under Civil Service Law or fail to so exercise within four (4) working days from the date of the Notice of Layoff, such employee will be placed on a preferred list pursuant to Civil Service Law.

#### Notice of Layoff

The County will give fourteen (14) calendar days' notice of layoff. This applies to employees who are initially laid off because their position has been abolished and not to any employees who are retrenched as a result of any applicable bumping procedure, whether under this Agreement or New York State Civil Service Law.

#### D. Notice of Recall

Notification of recall shall be sent to the employee by certified or registered mail, return receipt requested, to the employee's last known address. An employee will have four (4) workdays from the date of delivery or attempted delivery of the recall notice in which to inform the County of his/her intentions to accept the recall or not. If the employee refuses such offer of reemployment or if such offer remains unanswered at the end of the three

(3) workday period, such offer of reemployment and the employee's recall rights and privileges shall be terminated. The employee, if he/she chooses to accept the recall, will have up to eleven (11) workdays from the date he/she received the recall notice to return to work.

1. The County will be liable for any error on a separation or layoff only from the date of the filing of a written grievance bringing the specific error to the County's attention.
2. Concerning any errors in the recall of an employee, the County shall be liable only from the date of filing a written grievance bringing said error to its attention to the date the County notifies the employee to return to work.
3. A laid off non-competitive employee who is recalled within two (2) years in any position will have any accumulated sick leave, personal leave, and/or compensatory time credits restored. A laid off competitive employee who is recalled within four (4) years in any position will have any accumulated sick leave, personal leave, and/or compensatory time credits restored.

#### **4.10 (Hold)**

#### **4.11 Competitive Positions**

It is agreed and understood that competitive positions must and shall be governed by the Civil Service Law and Rules and Regulations which shall supersede the provisions of this Agreement.

#### **4.12 Transfers**

Employees who voluntarily transfer or accept a promotion must remain on the new assignment and in the same position for a period of one (1) year, unless a shorter period is mutually agreed to by the County and the Association. However, employees will not be restricted from transferring to a different shift or status (FT, RPT, PT) within the same nursing unit.

#### **4.13 Seniority Lists**

Seniority lists shall be posted by February 1<sup>st</sup> of each calendar year. A copy shall be simultaneously-sent to the Association. The Personnel Department/Human Resources is responsible for maintaining seniority lists (as defined in Article 2) and each department head or his/her designee will be responsible for the posting of such lists.

Upon any layoff or elimination of bargaining unit position, an updated seniority list will be generated and a copy provided to the Association.

#### **4.14 Time Off for Exams**

- A. Permanent employees will be released from work to compete in promotional and open competitive County Civil Service examinations in their occupational field only. It is understood that in any instance, wherein the examination is over prior to the end of an employee's shift, he or she must return to work. Furthermore, such time off will only be granted if the examination time conflicts with the employee's regularly scheduled work hours.

- B. It is agreed that prior to the posting of work schedules, the County may schedule an employee off on the day of a Civil Service exam or State Board exam in order to avoid a conflict with the examination.
- C. Members of the bargaining unit who are required to take the State Board examinations, in whole or part, will be allowed time off with pay.

#### ***4.15 Temporary Relocation***

When it becomes necessary to move an employee from one geographic, clinical or program assignment to another assignment for a temporary period, unless an employee volunteers, any such temporary assignment in excess of ten (10) consecutive workdays shall be assigned to the least senior qualified nurse who shall be so assigned until such temporary assignment ends.

Any such employee who is assigned temporarily for more than ten (10) consecutive days shall not be temporarily assigned again for a twelve (12) month period following completion of the temporary assignment, unless all other qualified employees in the same unit or work location have also been temporarily assigned during the same twelve (12) month period.

The following shall be exempted from this time limit: ICU, OR, and Hemodialysis. The selection of an employee for temporary assignment shall be based upon the employee's skills and expressed interests. The names of all employees temporarily reassigned for periods greater than thirty (30) days shall be sent to the unit chairperson(s).

#### ***4.16 Interdepartmental Transfer***

Request by an employee for transfer to another department into a job with the same class title should be submitted in accordance with applicable Civil Service provisions.

Where there is a conflict resulting from an approved request for transfers, involving two (2) or more employees with the same class title, the employees will be interviewed by the Department Supervisor where the vacancy exists. The selection process shall follow the Civil Service procedure, matching the total requirements of the position with the total characteristics of the candidates. When identical ratings result, length of service in a bargaining unit position shall be the deciding factor.

## **5. PROFESSIONAL STATUS**

### ***5.01 Nursing Committees***

There shall be an Advisory Committee on Nursing Practice at the Erie County Medical Center (ECMC) and Terrace View LTC. Each Advisory Committee on Nursing Practice may have a Subcommittee on Staffing. The membership of such committees, which shall be limited to employees covered by this Agreement, shall be determined by the Association provided that the Association will advise the County, in writing, of the membership of any committees.

The meetings and activities of such committees shall be during non-working hours except in those calendar months when the Association elects to conduct Nursing Practice Committee meetings on duty time. In such event, the Labor Management Committee meetings under Section 19.02 shall be held on off-

duty time, and management representatives shall make themselves available for these meetings, provided the request complies with Section 19.02.

In the interest of encouraging second and third shift nurses to attend Labor Management and/or Nursing Practice monthly meetings, it is agreed that should nurses from the second or third shift request and actually attend such meetings outside of their regularly scheduled shift, a maximum of two (2) such nurses shall be paid for actual attendance time at their straight time base rate and such time shall not be counted toward the payment of the overtime premium.

At Terrace View LTC, the Association will submit a written agenda to the Director of Nursing at least five (5) calendar days prior to the meeting date.

A. Purpose

The purpose of the committees shall be to make recommendations with respect to the philosophy of nursing and practice specific to the Division and methods to foster adherence to that philosophy.

B. Functions

1. Review and make recommendations regarding standards of nursing practice specific to the Division and consistent with those enunciated by the profession.
2. Analyze the factors which facilitate or impede the practice of nursing and make recommendations with regard to the same, for example:
  - a. Nursing involvement in non-nursing responsibilities;
  - b. Staffing patterns and ratios;
  - c. The adequacy of resources and supportive services essential to the practice of nursing;
  - d. The relationships between nursing and other disciplines of the Division.

C. Recommendations of the Committees on Nursing Practice shall be referred to the Director of Nursing in the Erie County Medical Center and the Director of Nursing at Terrace View LTC. The appropriate nursing management representatives will meet with the committee on duty time and will reply to the committees' recommendations within thirty (30) days in writing.

D. The recommendations of these committees are advisory in nature and may not be the subject of a grievance. The decision of the appropriate nursing management representatives is final and binding.

### ***5.02 Staff Development Program***

The County shall continue the past practice with regard to the following:

A. A planned employee orientation program supervised by the Director of Nursing at the Erie County Medical Center and the Director of Nursing at Terrace View LTC. Assignments to specialty units shall not be made without prior orientation to said unit unless a bona fide emergency exists or unless the nurse is qualified, by experience, to cover such specialty units.

- B. An organized program of in-service training, supervised by the Director of Nursing at the Erie County Medical Center and the Director of Nursing at Terrace View LTC .
- C. The employee orientation and in-service training program described in (A) and (B) above will be conducted during the employee's regular work schedule where possible.
- D. Members of the Association will attend nursing and related seminars within budgetary limits and within the discretion of the Department Head, work permitting.

### **5.03 Staffing**

- A. In each nursing division a committee will be established which shall meet at least monthly, when necessary. It shall be composed of a mutually agreed upon number of Division members and shall study and make recommendations on staffing to Nursing Administration. It is the intent of this provision to more effectively communicate staffing problems and recommendations between the Division and Nursing Administration and to establish a patient classification system.
- B. In the event any Registered Nurse determines that in his/her professional opinion he/she has been given an assignment that is unsafe and/or endangers patient care, he/she shall immediately notify his/her supervisor and begin the assignment. An employee shall not in any way or manner be disciplined for questioning the assignment.
- C. The supervisor or designee shall in a reasonable time, but no later than the end of the shift, contact the employee to review the problem and explain what steps, if any, were taken to remedy the situation. If the supervisor does not feel a problem exists he/she shall notify the employee.
- D. If the employee is dissatisfied with the supervisor's response, he/she shall continue the assignment and may do so under protest. The employee shall have the right to file an official protest of assignment, within twenty-four (24) hours, on a form agreed to by the parties, with the subcommittee on staffing included in Section 5.03 of this Agreement.
- E. The committee will present their findings and the basis for their rationale to the Director of Nursing for his/her consideration and recommendation, which shall be at his/her sole and exclusive discretion. The provisions (D) and (E) of this Section 5.03 are not grievable.
- F. The County agrees to pay up to a maximum of three (3) members of this committee, designated by NYSNA, for attendance at committee meetings. Such pay shall be at straight time rates and shall not exceed two (2) hours pay for any given committee meeting. Such paid time shall not be counted for calculation of eligibility for overtime pay.

### **5.04 Non-Nursing Duties**

The County and the Association agree that employees covered by this Agreement are employed to perform nursing and nursing related duties. It is in the best interest of both parties to agree that every effort shall be made to avoid assigning bargaining unit members to duties which are not related to nursing.

## **6. HOURS OF WORK**

- A. Except as provided in Appendix E herein, a normal workday shall not exceed eight (8) consecutive hours in any twenty-four (24) hour period. The normal workweek shall not exceed forty (40) hours.
- B. Normal working hours shall be as reflected in (A) above, except during the period of July 1 to the second Monday in September when working hours will be one-half ( $\frac{1}{2}$ ) hour less per shift, except that in institutions and in positions of a nature requiring emergency or continuous service, the establishment of working hours shall be within the discretion of the head of the department, provided that the workweek shall not exceed forty (40) hours for any employee, and further provided that in departments where this deviation from the stated working hours is necessary, the heads of such departments shall file a complete schedule of employees' working hours with the Commissioner of Personnel.

Effective January 1, 2009, employees shall no longer receive or be scheduled summer hours.

- C. All employees at ECMCC shall receive a thirty (30) minute lunch period.
- D. All Employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half ( $\frac{1}{2}$ ) shift.
- E. Employees will have at least sixteen (16) hours off between scheduled shift assignments; however, employees who work a ten (10), twelve (12) or thirteen (13) hour schedule will only have fourteen (14), twelve (12) or eleven (11) hours off between scheduled shifts when assigned consecutive shifts. Employees will work a maximum of one (1) different shift in a normal workweek, except if it is mutually agreed upon, free of any harassment or coercion by the employee and Supervisor. Part-time employees shall receive forty-eight (48) hours' notification prior to a change in the work schedule or work shift.
- F. The Employer will post a schedule of each employee's work seven (7) calendar days in advance of the work period. Once posted, the schedule shall be maintained, except in unanticipated emergency situations until it is superseded by a new schedule or changed by mutual agreement between the Employer and the employee concerned.

In the event the Employer deems necessary any changes in the workweek or shift assignment, the employee and the Local Bargaining Unit Chairperson will be notified seven (7) calendar days in advance of the proposed change, except in emergency situations. When there are two (2) or more qualified employees with less than five (5) years of bargaining unit seniority they will be rotated for ten (10) workdays (actual days worked) based on inverse order of seniority, unless otherwise agreed to by the parties. If only one (1) qualified employee has less than five (5) years seniority, that employee will be rotated first. If no qualified employee has less than five (5) years seniority or after exhaustion of all staff with less than five (5) years seniority, all eligible employees on the unit will be rotated as needed for ten (10) work days (actual days worked) based on inverse order of seniority, unless otherwise agreed to by the parties. A new rotation list will be used the first day of each year.

- G. Weekends, for the purposes of this clause, are defined as beginning at eleven o'clock post meridian (11:00 PM) Friday and ending at eleven o'clock post meridian

(11:00 PM) Sunday. Employees working on a night variable shift shall have the weekend defined as beginning Friday of a regularly scheduled shift through the completion of the end of their regularly scheduled weekend assignment. Terrace View LTC will make every effort to grant employees every other weekend off.

The employer will grant employees twenty-six (26) weekends off per year. Should any employee not receive twenty-six (26) weekends off in a calendar year, they shall receive a bonus equal to three dollars (\$3.00) per hour for all such excess weekend hours. Effective January 1, 2014, the amount will be increased to four dollars (\$4.00) per hour. The Hospital shall have the right to schedule an employee to work up to a maximum of three (3) weekends in a row.

An employee who has scheduled his/her vacation shall receive off the weekend before the beginning of his/her vacation, the weekend after and any weekend that falls during the scheduled vacation.

The employer shall not schedule an employee to work a split weekend unless mutually agreeable between the employee and the employer. If mutually agreed, the day worked will be counted as one-half ( $\frac{1}{2}$ ) of a weekend worked.

If an employee is absent for all or part of the employee's scheduled weekend, the employer may schedule the employee to make up such weekend work. If the employee works part of the scheduled weekend, he/she will be credited with the time worked for purposes of fulfilling the weekend obligation.

The employer and the employee who is absent on a scheduled weekend shall mutually agree on when the employee is to make up the unworked weekend. If the County and the employee cannot mutually agree within three (3) weeks, the employer will then have the right to reschedule the employee at its discretion provided that the employer gives at least two (2) weeks' notice of the scheduled weekend makeup.

- H. In the fall of the year when the clocks are set back one (1) hour, night shift employees work an additional hour. All employees who work this extra hour should be paid at that time for the additional hour worked. In the spring of the year when the clocks is set ahead one (1) hour, night shift employees work one hour less. All employees on the shift should be docked an hour at that time. Employees may choose to use benefit time to receive a full paycheck.
- I. The parties to this Agreement recognize that the concept of flextime may offer a relief to scheduling and/or recruiting problems. The parties also recognize that certain flextime plans may be in conflict with the current provisions of this Agreement. Therefore, during the term of this Agreement, if a group of nurses (five (5) or more) in one or more sections, departments or work locations feels that such flextime would be desirable or if a management representative feels that such flextime would be desirable, a request to meet and confer shall be presented to either party. The County of Erie and the Association will then schedule such a meeting as soon as possible.

## **7. SALARY AND INCREMENT RULES**

### ***7.01 Promotions***

Any employee promoted to a position in a higher job group shall receive a salary at the same increment step reached in his/her former position.

## **7.02 Demotions**

A permanent employee who for any reason is appointed to a position that is in a job group lower than the job group of the position in which he/she is serving shall upon appointment to the lower position receive a salary at the increment step in the salary range in the lower job corresponding to the increment step reached in his/her former position.

## **7.03 Reinstatement**

- A. A permanent competitive class employee who has been laid off and subsequently reinstated from a preferred list pursuant to Civil Service rules shall be reinstated at the same salary step as received at the time of layoff.
- B. A permanent employee who has resigned and is subsequently reinstated pursuant to Civil Service rules shall be reinstated at the same salary step received at the time of resignation if reinstated to the same position held at the time of resignation.
- C. An employee who is promoted temporarily or provisionally to a higher position and who is returned to his/her position in a lower grade, shall upon return to the lower position receive a salary at the increment level he/she would have reached had he/she continued to serve continuously in that position.

## **7.04 Reallocation**

Upon the reallocation of a class of positions to a higher job group, the employee or employees serving in the reallocated positions shall receive a salary at the increment step in the higher job group that corresponds with the increment step in which they were serving in the lower group.

## **7.05 Reclassification**

When an employee's class title is reclassified to a higher title and job group, it shall be considered as a new position and a promotion. The salary will then be determined in accordance with the salary rule on promotions.

## **7.06 Temporary Assignments**

An employee assigned by the County to perform the duties of a position with higher level responsibilities shall initially perform such duties at his/her permanent rate of pay but on the third (3rd) day of such assignment shall begin to receive the applicable salary increase. However, if the assignment is to an encumbered position from which the incumbent is on authorized leave without pay, such employee will be eligible for the new rate immediately upon actually assuming the assigned position.

Should any General Duty Nurse replace a Team Leader or Charge Nurse for a minimum of four (4) hours, such General Duty Nurse shall receive one dollar (\$1.00) per hour for each hour of said shift. The three (3) day requirement of this article shall not apply to General Duty Nurses on temporary assignment as a Team Leader/Charge Nurse.

## **7.07 Leave of Absence - Military**

Any County employee who is required to render ordered military duty or to attend a training program or perform other duties under United States or New York State supervision, shall be granted military leave of absence with no loss

of time or pay not to exceed thirty (30) days per calendar year pursuant to the Military Law. All employees who are active in the military reserves or National Guard must submit a monthly drill schedule to their immediate supervisor within seven-two (72) hours of its publication.

### **7.08 Increments**

- A. Increments are recommended by the appointing authority on the basis of merit and recognition for measuring up to the department's work performance and attendance standards.
- B. 1. Increments, if granted, shall be effective either January 1 or July 1. For employees on ECMCC wage scale appointed or promoted to a position shall be eligible for their first increment upon approval by the appointing authority after six (6) months of actual service on January 1 or July 1 as the case may be. Employees will be eligible for subsequent increments upon approval by the appointing authority on a yearly basis for Steps 1-8 of the wage scale provided they have a minimum of nine (9) months of actual service since receiving their last increment. Employees will be eligible for Steps 9-10 upon the approval of the appointing authority as outlined in G below.  
  
2. Effective January 1, 2009, increments, if granted, shall be effective either January 1 or July 1. Employees on ECMCC wage scale appointed or promoted to a position shall be eligible for their first increment upon approval by the appointing authority after six (6) months of actual service on January 1 or July 1 as the case may be. Employees will be eligible for subsequent increments upon approval by the appointing authority on a yearly basis, for Steps 1-6 of the wage scale, provided they have a minimum of nine (9) months of actual service since receiving their last increment. Employees will be eligible for Steps 7-10 upon approval by the appointing authority every other year as outlined in G below.
- C. If an employee who holds a permanent position is serving in another position on a temporary or provisional basis, he/she shall be eligible for increments in that other position provided he/she has met the actual service requirements in that position. However, if such employee resigns, is laid off, terminated or otherwise leaves that other position and is at some future time appointed to that other position, the actual service requirements shall be based upon the date of reappointment with no credit for any prior time spent in such position.
- D. In computing increment eligibility, when appointments are made on January 1 or July 1, and the day falls on a holiday or non-scheduled workday, the increment period will include these days.
- E. Because of payroll procedures that enable the County to have a regular payday throughout the year, the increment eligibility period and pay periods may not at all times coincide. In such case the increment credit date is the first day of respective pay period during which January 1 or July 1 falls.
- F. Part-Time Increment Movement. Part-time employees shall be moved as follows:

1. Increments are recommended by the appointing authority on the basis of merit and recognition for measuring up to the department's work performance and attendance standards.
2. Increments, if granted, shall be effective either January 1 or July 1. Employees appointed to a position shall be eligible for their first increment upon approval by the appointing authority after twenty-four (24) months of part-time service on January 1 or July 1 as the case may be. Employees will be eligible for subsequent increments upon approval of the appointing authority on the next January 1 or July 1 after completing twenty-four (24) months of part-time service since their last increment.
3. In computing increment eligibility, when appointments are made on January 1 or July 1, and the day falls on a holiday or non-scheduled workday, the increment period will include these days.
4. Because of payroll procedures that enable the County to have a regular payday throughout the year, the increment eligibility period and pay periods may not at all times coincide. In such cases the increment credit date is the first day of respective pay period during which January 1 or July 1 falls.
5. Credit for years of service for any nurse shall be limited to January 1, 1981, for purposes of movement throughout the salary range (step movement).
6. Twenty-four (24) months of part-time service will equal one (1) year of full-time service.
7. One (1) hour worked in a month shall be defined as one (1) month of service for movement through the salary range.
8. A two (2) year period, as defined in #6 above, during which no part-time service is performed and no leave of absence has been granted, shall result in the part-time employee being returned to Step One (1) of the salary schedule.

C. Steps Nine (9) and Ten (10)

Step Nine (9) will be defined as eight (8) or more years in the New York State Nurses Association bargaining unit, or two (2) years at Step Eight (8).

Step Ten (10) will be reached after four (4) years at Step Nine (9).

Effective January 1, 2009, ECMCC Employees who had attained Step Ten (10) in the former wage scale and had been at this Step for at least two (2) years shall move to Step Seven (7) of the new wage scale implemented July 1, 2008 and shall move through the remainder of the wage scale as outlined below.

All employees shall move through Steps 7-10 as follows:

- Step Seven (7) will be defined as six (6) or more years in the New York State Nurses Association bargaining unit, or two (2) years at Step Six (6).
- Step Eight (8) will be reached after two (2) years at Step Seven (7).
- Step Nine (9) will be reached after two (2) years at Step Eight (8).

- Step Ten (10) will be reached after two (2) years at Step Nine (9).

### **7.09 Pay Period**

- A. The salaries and wages of employees shall be paid biweekly. In the event this day is a holiday, the preceding day shall be the payday. Every effort shall be made to pay the evening and night shifts a day previous to day shift employees. Every effort shall be made to pay an employee who is on rotation at the same time the other employees on that shift are paid. If an employee is scheduled for a day off on his/her regular payday, every effort will be made to pay the employee before he/she leaves for the day off; however, no check will be released before 3:00 p.m. on the day prior to the scheduled payday.
- B. During the term of this Agreement, the County will attempt to create and institute a system which identifies on an employee's pay voucher the following:
  1. The current status of his/her benefits; i.e., sick leave, vacation time, personal leave days and compensatory time.
  2. An accurate interpretation of the distribution of the employee's gross income stating all premiums and/or differentials.

### **7.10 New Appointments**

If during the life of this Agreement the Employer encounters difficulties in recruiting candidates to fill vacancies in a job classification, the CEO of ECMC may authorize an appointment at a step higher than Step II for the job. Such authorization shall not become effective unless recommended by the Director of Nursing and approved by the ECMC Board of Directors. No such authorization shall become effective without five (5) workdays advance notification to the Association and to the Erie County Director of Budget and Management.

Prior to January 1, 2009, new hires may begin work at other than the starting rate (start rate is Step 2).

Starting rate will be Step Two (2):

Two (2) years of verifiable experience - one (1) step above the normal starting rate in effect at time of hire (Step 3).

Four (4) years of verifiable experience - two (2) steps above the normal starting rate in effect at the time of hire (Step 4).

Six (6) years of verifiable experience – three (3) steps above the normal starting rate in effect at the time of hire (Step 5).

Eight (8) years of verifiable experience – four (4) steps above the normal starting rate in effect at the time of hire (Step 6).

Ten (10) years of verifiable experience – five (5) steps above the normal starting rate in effect at the time of hire (Step 7).

Employees hired since July 1, 1997 will be granted one (1) additional step effective January 1, 2001. (Steps on wage scale – see Appendix C.)

Effective January 1, 2009, new hires may begin work at other than the starting rate (starting rate is Step One (1)). A registered nurse with experience in the

field for which he/she is hired may be started at a step higher than the normal starting step as follows:

Two (2) years of verifiable experience - one (1) step above the normal starting rate in effect at time of hire (Step 2).

Four (4) years of verifiable experience - two (2) steps above the normal starting rate in effect at the time of hire (Step 3).

Six (6) years of verifiable experience – three (3) steps above the normal starting rate in effect at the time of hire (Step 4).

Eight (8) years of verifiable experience – four (4) steps above the normal starting rate in effect at the time of hire (Step 5).

Ten (10) years of verifiable experience – five (5) steps above the normal starting rate in effect at the time of hire (Step 6).

### ***7.11 Certification Reimbursement***

The Employer shall pay for the cost of application, registration, and test for required certification courses which the employee successfully completes.

## **8. MONETARY BENEFITS: COMPENSATION FOR TIME WORKED**

### ***8.01 Overtime Compensation***

A. All employees who actually work over forty (40) hours per week or eight (8) hours per day performing direct patient care and related activities shall be paid two (2) times such employee's straight time hourly rate plus shift differential, for all such hours worked in excess of forty (40) hours per week or eight (8) hours per day. All paid leave time except sick leave, including paid lunch hours and compensatory time shall be counted as time worked.

Exceptions to the overtime premium of double time include:

- 1) Time spent in meetings and educational programs;
- 2) The first hour worked beyond the end of a shift. However, once an employee works more than one (1) hour of overtime beyond the end of a shift, the individual will be paid at double time for all overtime hours worked back to the moment overtime began.

For any overtime hours worked not qualifying for double time, the employee's straight time hourly rate plus shift differential will be paid at time and one-half the employee's straight time hourly rate plus shift differential per 8.01(B).

B. All employees who actually work any hours over forty (40) hours per week or eight (8) hours per day, and such hours do not qualify for double time pursuant to 8.01(A), shall be paid time and one-half (1½) times such employee's straight time hourly rate plus shift differential, for all hours worked in excess of forty (40) hours per week or eight (8) hours per day. Excluded from computation of time worked for purposes of the overtime premium of one and one-half (1½) is all sick leave. All other paid leave time, including paid lunch hours and compensatory time shall be counted as time worked.

- C. Each employee covered under this contract may request, in writing, compensatory time off in lieu of cash payment for overtime worked in accordance with the limitations provided in this Section. Each employee who requests compensatory time in writing shall be granted the right to accumulate such time up to a maximum of forty (40) hours. Effective 1-1-15 the maximum will be increased to eighty (80) hours per calendar year. The written request must be filed with the department head by the third Monday in January of the year the employee elects to take compensatory time in lieu of cash payment for overtime. The election to take compensatory time shall remain in effect until the employee revokes it. Revocation may only occur during the month of December in each year. Any employee who revokes his or her request for compensatory time shall be paid for overtime hours worked as provided in Section 8.01 (A or B). New employees shall be paid cash for overtime until the third Monday of January of the year following their date of hire, at which time they shall be eligible to select compensatory time as described above.

Each employee who desires compensatory time off shall accumulate the aforementioned time at the rate of double time or time and one-half (1½) for each hour or part thereof worked depending on whether the compensatory time accrued under 8.01(A) (double time) or 8.01(B) (time and one-half). The maximum number of overtime compensatory hours that may be accumulated by an employee at any one time is forty (40) hours. Effective 1-1-15 the maximum number of hours will be increased to eighty (80) per calendar year. This amount shall exclude all compensatory time formerly earned for lunch hours, as provided in Section 6(C), and any compensatory time formerly earned under Section 11.02 Holidays, and formerly earned under Section 8.01(D), Holidays.

As an employee uses the compensatory time earned under this Section, he or she shall accumulate additional compensatory time off for use in each instance the employee works overtime until the maximum amount allowed under this Section 8.01(C) is again reached. Once the employee reaches the maximum amount (Effective 1-1-15 eighty (80) hours per calendar year) of accrued compensatory time, he or she shall be paid in cash for each hour or part thereof worked above the maximum amount of allowable accrued compensatory time.

A compensatory time accrual rate of double (2) time or one and one-half (1½) hours of compensatory time for each hour of overtime work shall apply only to time worked in excess of forty (40) hours per week or eight (8) hours per day per 8.01(A and B).

- D. An employee who is required to work on a day celebrated as a holiday as provided in this Agreement, will be paid his/her regular straight time pay plus one and one-half (1½) times his/her straight time hourly rate for every hour actually worked on such holiday.

Part-time employees will receive one and one-half (1½) times their regular hourly rate for all hours worked on a holiday.

- E. Employee requests to use compensatory time will be granted based on the order in which requests were made. Employees will request compensatory time off from their supervisor. Employee requests to use compensatory time

will not be unreasonably denied. Denials shall be provided in writing to the employee.

- F. Compensatory Time Buyback: Effective November 1, 1995, all registered nurses will be allowed to sell back up to forty (40) hours of banked compensatory time (Effective 1-1-15 sell back amount will be increased to eighty (80) hours) under the following circumstances:
  - 1. This option must be requested prior to November 1, and will be paid via a separate check to employees during the first pay period of February of the year following the request.
  - 2. This option can be revoked by the employee any time prior to February 1 of the year following the request.
  - 3. Henceforth, there will be only one (1) compensatory time bank. This bank will be defined as the total number of hours deposited in an employee's overtime and holiday compensatory time banks prior to this transition.
- G. Mandatory overtime will only be done in accordance with the law.
- H. Whenever an employee is requested to report for work outside his/her regularly scheduled shift or for emergency duty, he/she will receive a minimum of three (3) hours' straight time pay and restricted to one (1) nursing assignment per day. Any additional nursing assignment to the same employee during the same day must be approved by the Director of Nursing.

### ***8.02 Wage Schedule***

- A. ECMCC Salary Scale January 1, 2011: see Appendix C. 1.
- B. For all retroactive wage payment refer to the tentative agreement dated 9/5/14.
- C. ECMCC Salary Scale Pay Period after September 1, 2015: see Appendix C. 3.
- D. ECMCC Salary Scale Pay Period after September 1, 2016: see Appendix C. 4.
- E. ECMCC Salary Scale Pay Period after September 1, 2017: see Appendix C. 5.
- F. ECMCC Salary Scale Pay Period after September 1, 2018: see Appendix C. 6.

## **9. MONETARY BENEFITS: HEALTH AND RETIREMENT**

### ***9.01 Health Insurance***

- 1. Effective November 1, 2003, current employees and employees who retired on or after January 1, 2003 shall have the Labor/Management Health Care Coalition Trust Fund as their health insurance provider. Employees shall have a choice among three (3) insurance products: the Enhanced Plan, the Core Plan, or the Value Plan. Retirees shall have the Core Plan, except as indicated in paragraph 8 herein.

2. The Employer shall contribute one hundred percent (100%) of the cost of the Core Plan for all eligible employees, and eligible retirees who retired on or after January 1, 2003.

Effective March 1, 2009, the Employer shall contribute eighty five percent (85%) of the cost of the Core Plan for all eligible full-time and regular part-time employees.

Employees hired prior to January 1, 2009 shall receive a monthly stipend to reduce or eliminate their contribution toward their health insurance. This amount shall be equal to fifteen percent (15%) of the monthly premium cost for 2009 for either single or family coverage the employee selects. Employees may opt for either family or single coverage based on their individual needs during open enrollment or upon a qualifying event. The stipend amount(s) are as follows and shall be applied in future years for either option an employee chooses. For example, an employee does not need to select the family plan in 2009 to receive the family stipend in 2010. Likewise, if an employee selects a family plan in 2009 and a single plan in 2010, he/she shall receive the single stipend when the single plan is selected.

<b>Health Plan Elected</b>	<b>Dependent Coverage Level</b>	<b>Bi-Weekly Stipend</b>
Value	Single	\$25.58
Value	Family	\$74.37
Core	Single	\$28.62
Core	Family	\$80.69
Enhanced	Single	\$28.62
Enhanced	Family	\$80.69

3. In addition, employees who choose the Enhanced Plan shall pay the difference in the cost between the Core Plan and the Enhanced Plan. The employee will bear the expense, through bi-weekly payroll deductions, of any amount in excess of the Employer contribution.
4. For employees who choose the Value Plan, the Employer shall deposit fifty percent (50%) of the difference in the monthly premium cost between the Core Plan and the Value Plan in an I.R.S. Section 105-h account. Monies deposited in such account shall roll over year to year until expended, or until the employee's death, at which time any unexpended funds shall revert to the County.
5. Open Enrollment: Employees may select from among the insurance plans, annually, during the open enrollment period. The open enrollment period will take place after the annual rates are received from the insurance provider.
6. The negotiated provisions of the Collective Bargaining Agreement regarding dental coverage will remain in effect.
7. The negotiated provisions of the Collective Bargaining Agreement regarding health insurance waivers shall remain in effect.

8. (a) Pre-65 Retirees: The Employer shall pay one hundred percent (100%) of the monthly premium single rate for the Core plan for eligible employees who retire from County until age 65. The Employer shall pay one hundred percent (100%) of the monthly premium family rate for the Core Plan for families of eligible employees who retire from County service until age 65, upon written proof of family status. In addition, a pre-65 retiree may choose the pre-65 option D plan. Pre 65 employees who choose Option D shall pay the difference in the cost between the core plan and the pre-65 Option D premium.

Employees hired prior to January 1, 2009 and who are or will be eligible to retire on or before December 31, 2013 shall continue to have their retiree health insurance fully paid by the Employer regardless of their individual date of retirement.

Staff hired prior to 1/1/2009 who obtained thirty (30) years of service with ECMCC on or before 12/31/13 will receive:

- a. Retire after 12/31/2014 receive 60% employer contribution.
- b. Retire after 12/31/2015 receive 70% employer contribution.
- c. Retire after 12/31/2016 receive 75% employer contribution.

Actual names of those eligible are included in Appendix "R".

Employees hired prior to January 1, 2009 who are eligible to retire on or after January 1, 2014 shall receive fifty percent (50%) payment toward their retiree health insurance paid by the Employer.

Employees hired after January 1, 2009 shall not receive retiree health insurance paid by the Employer.

(b) Post-65 Retirees: Employees who retire under this Agreement, and their eligible spouses, shall be required to select the designated Medicare Wraparound product that includes prescription drug coverage and basic out-of-network benefits, at age 65. Any employee who retires under this Agreement, and his or her eligible spouse who is under age 65, will be provided with a single Core Plan for the non-age 65 member. A post-65 retiree, and his or her eligible spouse aged 65, may choose from Option A, B, or C as referenced on the attached matrix. Both members must select the same option, and the Employer will pay one hundred percent (100%) of the monthly premium for the single or double rate for Options A, B, or C. In addition, a post-65 retiree who chooses Option D shall pay the difference in the cost between the highest premium of Option A, B, or C, and the Option D premium. Health care coverage will be provided for the lifetime of the retiree. Family coverage will be provided upon written documentation. All other Employer contributions shall be eliminated.

Employees hired prior to January 1, 2009 and who are or will be eligible to retire on or before December 31, 2013 shall continue to have their retiree health insurance fully paid by the Employer regardless of their individual date of retirement.

Staff hired prior to 1/1/2009 who obtained thirty (30) years of service with ECMCC on or before 12/31/13 will receive:

- a. Retire after 12/31/2014 receive 60% employer contribution.
- b. Retire after 12/31/2015 receive 70% employer contribution.
- c. Retire after 12/31/2016 receive 75% employer contribution.

Actual names of those eligible are included in Appendix "R".

Employees hired prior to January 1, 2009 who are eligible to retire on or after January 1, 2014 shall receive fifty percent (50%) payment toward their retiree health insurance paid by the Employer.

Employees hired after January 1, 2009 shall not receive retiree health insurance paid by the Employer.

9. The negotiated provisions of the Collective Bargaining Agreement regarding continued health insurance coverage in certain circumstances (for example: injury or illness) shall remain in effect.
10. The Employer shall provide the GHI Spectrum Plus Full Basic (Diagnostic and Preventative) Dental Plan for each employee covered under this contract in accordance with the type of coverage (single or family) desired by the employee.

The Employer shall provide for one hundred percent (100%) orthodontics and one hundred percent (100%) prosthetics coverage, in addition to the full basic plan indicated above. The Employer shall pay the full cost per month for single coverage and forty three dollars and eight cents (\$43.08) per month for family coverage. Any premium costs above those costs set forth in this Section shall be paid by the employee on a biweekly payroll deduction.

If the County offers an improved dental plan to another bargaining unit during the term of this Agreement, the County and Association will engage in negotiations on that issue.

11. In the event an employee is disabled from work by accident or illness, the Employer agrees to continue his/her health insurance for the length of his/her accumulated sick leave, plus one hundred twenty (120) days thereafter. Unless qualified otherwise under FMLA, employees must have actually worked two hundred forty (240) regular hours prior to this episode of leave to be covered by this provision.

Employees currently receiving health insurance coverage from the Employer who are unable to work due to an assault in the course of their employment as defined by penal law and in accordance with 11.08 Criminal Assault shall have their current health insurance plan at the current contribution rate continued for the duration of their absence or up to eighteen (18) months, whichever is shorter. An employee who terminates employment for any other reason prior to recovery from this injury or the eighteen (18) month time period will also terminate insurance coverage at the time of the separation.

12. Should a permanent County employee, for whom the County is providing family health insurance coverage die, the employee's health insurance shall be continued for the employee's survivors during the month the death occurs and for two (2) calendar months thereafter.

13. Employees desiring to withdraw from any health insurance coverage shall be permitted to do so upon signing a waiver countersigned by the Commissioner of Personnel. Upon the effective date of such withdrawal, the employee shall receive each month, in lieu of coverage, a payment of sixty-seven dollars (\$67.00) for each calendar month if waiving single coverage, or one hundred dollars (\$100.00) for each calendar month if waiving family coverage. Such payment shall be paid in the last paycheck of each calendar month.

**HEALTH INSURANCE WAIVER  
NEW YORK STATE NURSES ASSOCIATION**

NO COUNTY PROVIDED HEALTH INSURANCE FOR YOU  
OR YOUR FAMILY MEMBERS WILL BE CONTINUED UNDER  
THE EFFECTIVE TERMS OF THIS WAIVER!

I hereby for myself, my heirs, executors and administrators, waive my rights to County-provided health insurance coverage pursuant to the Collective Bargaining Agreement between the County of Erie and the New York State Nurses Association.

I understand the RISK inherent to electing the Health Insurance Waiver Option and assume any and all responsibility for said RISK to myself, my heirs, executors and administrators.

I release any and all rights and claims I may have against the County of Erie and/or NYSNA and their respective representatives as a result of my waiver of health insurance coverage to which I was previously entitled.

I understand that once this withdrawal of health insurance coverage is in effect, I may re-enter any County-provided insurance plan with reasonable notice of my intention to the County.

I have read the above waiver and, upon my reading, fully understand its content.

Employee: \_\_\_\_\_ Date: \_\_\_\_\_

NYSNA Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Erie County Commissioner  
of Personnel: \_\_\_\_\_ Date: \_\_\_\_\_

14. Consistent with Section 4.03 Regular Part-Time Employees and paragraph 8 of this Section, current regular part-time employees and those retired on or after 1/1/03 will have single coverage paid in full by the County with option of family coverage at the employee's expense (the employee will pay the difference between single and family coverage).

Effective March 1, 2009, consistent with Section 4.03 Regular Part-Time Employees, the regular part-time employee shall receive a health benefit equal to that of the full-time employee.

15. Part-time employees shall be entitled to purchase health insurance (any option) through payroll deduction, at the group rate.
16. Retiree's Sick Leave Conversion (This Subsection 16 shall not be interpreted to diminish any benefits described in Subsections 1-15 above.)

Employees who retire with ten (10) years or more County service shall be eligible for the following:

- A. Employees with a minimum of eight hundred (800) hours of accumulated sick leave on their record on the day of retirement shall receive on the payday following the day of retirement a cash bonus payment of two thousand dollars (\$2,000).
- B. Employees who have a minimum of one thousand two hundred (1,200) hours of accumulated sick leave on their record on the day of retirement shall receive on the payday following the day of retirement a cash bonus payment of three thousand dollars (\$3,000).
- C. Employees who have a minimum of one thousand eight hundred (1,800) hours of accumulated sick leave on their record on the day of retirement shall receive on the payday following the day of retirement a cash bonus payment of five thousand dollars (\$5,000).
- D. Employees who have a minimum of two thousand four hundred (2,400) hours of accumulated sick leave as of the date of retirement shall receive seven thousand five hundred dollars (\$7,500) on the payday following the day of retirement as a cash bonus.

17. Upon notification, the Association will appoint representatives to attend County meetings designed to contain rising health insurance costs.

### **9.02 Retirement Plan**

The County shall provide retirement plans known as "The New Career Retirement Plan" - 75-I with riders 60-B and 41-J, or the "Coordinated-Escalator Plan" whichever is applicable, to all employees in the bargaining unit who are eligible under law.

### **9.03 NYSNA Tax-Sheltered Annuity**

The County will make available a Tax-Sheltered Annuity Plan when legally permitted by the State of New York contingent upon the following conditions being met:

- A. The Association will present to the Department of Labor Relations documented legal proof that members of the Association are entitled to participate in such a plan under appropriate Federal and State laws and regulations.

- B. The provider of such a plan be selected by the Association and the Association shall provide certification indicating approval by the Internal Revenue Service and the State of New York for the carrier so selected by the Association.
- C. All contributions under such plan are the direct obligation, through payroll deduction, of participating employees.
- D. The implementation and continuation of such plan is contingent upon there being no additional costs, direct or indirect to the County, over and above that normally attributable to other payroll deductions currently provided to the bargaining unit herein.
- E. Such program is effective only if, and so long as, the percentage of employee participation required under such program, if any, is maintained.

#### ***9.04 Sick Leave Conversion***

For employees hired after January 1, 2009, the number of accumulated sick days in the retirement bank on the date of retirement shall be divided by thirty (30) and the resulting whole number (excluding fractions) shall indicate the number of months for which the County will continue the retiree's insurance at no cost to the employee.

### **10. MONETARY BENEFITS: MISCELLANEOUS**

#### ***10.01 Shift Differential Pay***

One dollar and fifteen cents (\$1.15) per hour shift differential will be granted to all employees on the first (11p.m.-7a.m.) and third (3p.m.-11p.m.) shifts.

Effective January 1, 2009, a three dollar (\$3.00) per hour shift differential will be granted to all employees on the 11p.m. – 7a.m. and 3p.m. – 11p.m. shifts.

Normally the evening shift begins at 3:00p.m. and terminates at 11:00p.m. while the night shift begins at 11:00p.m. and ends at 7:00a.m. Some departments have so-called irregular or split shifts, and if an employee works four (4) hours or more into the evening shift, he/she will be paid for all hours worked on the evening shift, including the first four (4) hours.

Shift differential will be paid to employees for actual hours worked in accordance with the above provisions.

All cash payments, for employees who are entitled to shift differential and who work overtime, shall be made not later than in the next regular payroll check.

#### ***10.02 Transportation Allowance***

- A. The mileage allowance will be as set forth in the IRS schedule or a minimum of four dollars (\$4.00) per day for all employees. The mileage allowance shall be adjusted to the then current IRS rate when next announced after ratification.
- B. Toll charges reimbursed if supported by appropriate receipts.
- C. Those nurses who park in paid parking facilities while on official business at hospitals in the County are reimbursed if appropriate receipts are submitted with mileage voucher.

D. The County will make every effort to make payment to employees, who have submitted mileage vouchers, no later than thirty (30) days from submission.

**10.03 Preceptor Differential**

An employee who is assigned by management to be a preceptor shall receive an additional one dollar and twenty-five cents (\$1.25) per hour for all time spent performing such duties.

**11. MONETARY BENEFITS: COMPENSATION FOR TIME NOT WORKED**

**11.01 Vacations**

Employees may use their vacation in one (1) hour blocks. Every effort will be made to grant employees their vacation at the requested time subject to their department's responsibility to maintain work coverage and efficient operations for service to the public.

Credits

Vacation credits will accrue and be available for use on a pay period basis for full-time employees after the first pay period of employment, providing they are on a compensable pay status for at least fifty percent (50%) of the pay period. A full-time employee must have worked no less than forty (40) hours (of an eighty {80} hour pay period) and have accruals under the maximum balance as describes within to be eligible to receive vacation hours credit for the pay period. Vacation credits will be granted per pay period in accordance with the following schedule:

Service	Hours Per Pay Period
From date of employment through completion of two (2) years of service	3.08
From second (2nd) year anniversary date through completion of ten (10) years of service	4.62
From the tenth (10th) year anniversary date through completion of seventeen (17) years of service	6.16
From the seventeenth (17th) year anniversary date through completion of twenty-five (25) years of service	7.70
From the twenty-fifth (25th) year anniversary date through successive years of service	9.23

Department Heads will establish vacation periods, schedules and vacation units based on their work requirements.

Maximum vacation credit balance is to be defined as the calculation of: (a) twenty six (26) pay periods of vacation credit accruals, as determined in accordance with the member's placement on the chart in Section 11.01; plus, (b), the number of hours in the unit member's vacation bank, which cannot exceed one hundred sixty (160) hours. It will be the responsibility of each member to manage his or her vacation accruals and bank, and to keep the combined total under the maximum vacation credit balance. Unit members who are at or above the maximum vacation credit balance will not be eligible to accrue additional vacation time.

### Pay

Vacation pay shall be the regular straight-time rate of pay in effect for the employee's regular position at the time he/she takes his/her vacation.

### Holidays

If a holiday occurs during an employee's vacation, the holiday will not be charged against vacation credits. An employee on paid sick leave, jury duty, paid military duty, paid vacation time or full pay status will be considered as time worked in determining vacation credits.

### Transfer to Other Department

If an employee is promoted or transferred to another County department, vacation credits will be transferred.

### Vacation sell back

Commencing January 1, 2014, and continuing annually thereafter, employees shall be permitted to sell back forty (40) hours of accrued and unused vacation leave at the employee's regular rate of pay. Employees must have been on the Employer's payroll for the entirety of the year of sale and must have a minimum of eighty (80) hours accrued and unused vacation leave at the time of sale. Employees must notify their supervisor by September 1<sup>st</sup> of each year if they wish to sell vacation hours. Payment shall be made by Payroll Period No. 24 of the same year.

### Resignation

An employee who resigns, retires or is laid off prior to taking his/her vacation shall be compensated for the accumulated vacation credits. The employee's estate will receive compensation for an employee's unused vacation in case of the death of an employee.

### Leave of Absence

A leave of absence without pay or a resignation followed by reinstatement or rehire in the County services within one (1) year shall not constitute an interruption of service for the purposes of this provision; provided, however, that the period of leave without pay between resignation and termination, shall not be counted in determining vacation credits per year or rate per pay period.

### Scheduling

The initial vacation sign-up period will be from January 1 through the last day of February each year. Vacation requests submitted during the initial sign-up period will be granted based on bargaining unit seniority. After that date, available dates will be granted on a first come, first serve basis. If a week becomes open which had previously been selected during the sign-up period, that week shall be made available on a rotating seniority basis. Approval of vacation requests submitted after the initial posting period will be given in writing within three (3) weeks from the submission date; if such approval is not presented in writing, the vacation shall be considered denied. A copy of the vacation schedule will be posted on each unit no later than March 30th. If in the pay period preceding the scheduled vacation week or at the commencement of vacation, an employee does not have the vacation accruals sufficient to cover the entire week of vacation they have selected, the scheduled vacation will be

cancelled, and the employee will be required to work. If a week of vacation is cancelled less than two (2) weeks prior to the scheduled vacation reposting will be at the discretion of the employer.

An employee who voluntarily transfers into a different vacation unit will have prior approved vacation granted, if possible and practical in the new unit. If it is not possible to grant said vacation, the employee accepting the transfer will forfeit his/her rights to those vacation days regardless of seniority. An involuntarily transferred employee will retain previously granted vacation time.

Thirty (30) days prior to the initial sign-up period, management will post the established groupings and scheduling protocol providing copies to New York State Nurses Association representatives. The Director of Nursing will meet, upon request, with NYSNA representatives in order to discuss the groupings and protocol.

At the Erie County Medical Center, during the period starting with the week of Memorial Day and including the week of Labor Day, and between the week including December 15 through the first week in January, vacations will be initially limited to a maximum length of two (2) weeks at a time (in order to give all employees an opportunity to have time off).

When these entitlements have been honored, any remaining additional "prime time" which remains open, will be granted on a rotating seniority basis to a maximum of one (1) week per employee, per rotation, until all remaining "prime time" are filled.

#### Part-Time and Per Diem Service

Effective upon ratification a full-time or regular part-time employee who reverts to part-time or per diem service for more than one (1) year and then returns to full-time or regular part-time status shall, upon returning to full-time service, begin to earn vacation credits at the rate of accrual enjoyed just prior to becoming part-time or per diem.

### **11.02 Holidays**

The following holidays shall be observed by all employees in the bargaining unit as paid holidays:

New Year's Day	Independence Day
Martin Luther King, Jr. Day	Labor Day
Patriot's Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

If any of the aforementioned holidays falls on a Saturday, the Employer will observe the holiday on the prior Friday. If a holiday falls on a Sunday, the following Monday will be observed as the holiday.

If one (1) of the aforementioned holidays falls on an employee's regularly scheduled day off, such employee will receive eight (8) hours pay at the employee's regular compensation rate for said holiday.

Payment for hours worked on a holiday set forth herein shall be pursuant to Section 8.01(C) of this Agreement. Every effort will be made to distribute the taking of holidays on an equivalent basis.

An employee who is on sick leave the day before or after a holiday will be paid for the holiday.

Notwithstanding the conditions set forth in other portions of this Section, employees in any facility covered by this contract who work a regular schedule of seven (7) days per week shall celebrate the following holidays on the actual calendar date on which the holiday traditionally falls:

New Year's Day	Christmas Day
----------------	---------------

### **11.03 Personal Leave**

Full-time employees including temporary and provisional personnel will become eligible for and receive four (4) days (32 hours) personal leave after one (1) year of continuous service and also become eligible for and receive the same allowance for each succeeding year of employment providing they are on a compensable salary and wage basis for at least six (6) months of continuous service in the preceding anniversary year and otherwise meet all eligibility requirements.

Personal leave is not cumulative from year to year. Unused personal leave credit shall be added to an employee's accumulated sick leave bank at the end of the employee's anniversary year. This addition does not extend the permissible accumulation of sick leave beyond the maximum provided by this Agreement. Once an employee has reached the maximum sick leave accumulation allowed under Section 11.07 Sick Leave, unused personal leave shall go into an employee's vacation bank.

In order for the department head and/or the immediate supervisor to arrange for adequate work coverage, applications for personal leave must be filed by an employee on a prescribed form with the head of the department or immediate supervisor at least five (5) working days in advance when the requested time is four (4) days, and three (3) working days in advance when the requested time is for three (3) days or less. There shall be no restrictions as to when this leave is to be taken unless stated in this Section. In cases of emergency, the five (5) or three (3) days of advance notice may be waived by the department head. All the requests must receive the approval of the employee's immediate supervisor or department head and shall not be granted in less than one (1) hour units. Personal leave may be used in one (1) hour units, if staffing permits. In cases of personal emergency, when the above time limits have expired, the Employer will make an effort to find a replacement before invoking staffing needs as basis for denial.

In cases of reinstatement or transfers, unused personal leave credits shall be restored or transferred.

### **11.04 Bereavement Pay**

An employee who has a death in the immediate family (parent, spouse, brother, sister, children, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, foster child, stepparent or other relative who is an actual member of the employee's household) shall be given time off without loss of pay up to a maximum of five (5) consecutive calendar days inclusive of either the date of death or the date of the funeral. Bereavement days taken

over the course of the weekend do not have to be made up for purposes of satisfying Article 6(G) Hours of Work.

### **11.05 Jury Duty Leave / Court Leave**

On proof of the necessity of jury service or attending court for other than personal matters, a leave of absence with pay shall be granted to the employee.

Employees will not be required to report for work prior to or subsequent to the performance of their jury duty. Employees required to report for jury service or court will be assigned a Monday through Friday schedule on the employee's regular unit. The employee's work assignment may be switched to his/her regular assignment beginning the Monday following the conclusion of the employee's jury service or court appearance.

When an employee is assigned to the evening or night shift on the day he/she performs jury duty, he/she is to be excused with pay for evening or night shift on that day.

When an employee is required to attend court for other than personal matters, he/she will be permitted a leave of absence with pay, along with reasonable travel time to and from the court appearance. Staff would be expected to return to work if time remains in their scheduled shift. If a court appearance is necessary for ECMCC matters, and the employee is not working that day, he/she will be compensated at the current overtime rate for their time in court.

Any portions of this Section inconsistent with New York State Law shall be superseded by statute. The balance of this Section will remain in full force and effect.

### **11.06 Emergency and Disaster Plan**

In the event of an emergency, Administration (business hours) or the NCC (off hours) will contact the administrator on call to make the decision to initiate the Disaster Plan (EOC 800). The Incident Command system will be implemented.

In addition to the guidelines contained in the general policy, there are a number of concerns specific to a weather emergency. Among them are: transportation, adequate staffing, food for clients, visitors and staff, sleeping, bathing and laundry facilities for staff, snow removal, and revision of staffing schedules. ECMCC staff are considered essential personnel and are expected to report to work. In the event that staff are unable to report and documentation to that fact can be authenticated by the staff member, the resulting time off from work shall be treated as follows:

- A. Chargeable time off pursuant to the above shall be to one of the following at the option of the employee, if available: compensatory time, personal leave, or vacation.
- B. School closings and lack of adequate childcare would not be a reason for using time under this section.

### **11.07 Sick Leave**

All full-time permanent employees in the bargaining unit shall earn sick leave credits immediately upon entering the service of the Employer at the rate of 4.62 hours per pay period.

An employee may accumulate sick leave up to a maximum of two thousand four hundred (2400) hours.

Employees who use one (1) scheduled shift or less of sick leave in an anniversary year will receive eight (8) hours of additional pay on their anniversary date. The additional pay will be paid at straight time and not counted for the purposes of calculating overtime.

Temporary employees and provisional employees without permanent status will not earn sick leave credits until after the completion of six (6) months of continuous service.

#### Reasons for Granting Sick Leave

Sick leave with pay shall be granted by the County to an employee, when incapacitated or unable to perform the duties of his/her position by reason of:

- A. Sickness or injury;
- B. Serious illness in the employee's immediate family, requiring care and attendance of employee. Immediate family shall include parent, spouse, brother, sister, children or grandparents; or other blood relative who is an actual member of the employee's household. Certification or affidavit, issued by the attending physician certified to the necessity for the attendance of the employee may be required by the department head if there is reason to suspect abuse of this Section. All requests for sick leave for serious family illness must be requested in writing and such request, including a doctor's affidavit if required, shall be filed with the employee's department head or designee and forwarded to payroll; sick leave for this purpose shall be granted only with the approval of the appointing authority;
- C. Quarantine regulations;
- D. Emergency medical or dental visits;
- E. Maternity;
- F. Doctor's appointments - Time off will be allowed to employees for doctor's appointments; however, such time off is limited to a total of twenty-four (24) hours per calendar year and shall require verification of the time and date of the visit(s). Notice of an employee's need to leave to attend a medical appointment shall be provided to his/her department head prior to the posting of the employee's work schedule, except in the case of emergency appointments.

#### Sick Leave Credits and Charges

Credit for sick leave under this provision shall be allowed at the rate of 4.62 hours per pay period for each pay period during which the employee shall have been on a full pay status for at least fifty percent (50%) of the working days of that pay period.

Charges against sick leave may not be made in units of less than a half (1/2) hour. Requests for use of sick leave shall be submitted on the prescribed form.

#### Extended Sick Leave

- A. An employee who has completed fifteen (15) years of continuous service may receive such additional sick leave with pay as may be recommended by

the employee's department head and approved by the Vice President of Human Resources, but no such additional sick leave shall be approved by the Vice President of Human Resources in excess of a period of five (5) months in addition to sick leave accumulated by such employee.

- B. Employees shall be eligible only once for the additional periods of sick leave granted in accordance with this provision.

#### Reporting Time

- A. In case of absences, the time for reporting absences shall not be less than two (2) hours prior to the actual start time of the shift. If canceling a voluntary overtime shift, an employee must call in a minimum of two (2) hours prior to the start of the voluntary shift. Failure to call-in two (2) hours prior to the start of the voluntary shift will be counted as an unapproved occurrence. In case of failure to report within the stated time limits, unless for reasons satisfactory to the employee's department head or his/her designee, the absence shall not be deductible from sick leave and shall be considered as time off without pay.
- B. Daily call-in is required each and every day except as outlined in "The Clarification of Policy and Procedure for the Reporting of Absence Under the Sick Leave Provisions" issued by the Department of Personnel as amended by the Commissioner from time to time.
- C. A certificate or affidavit, showing incapacity and inability of the employee to perform his/her duties issued by the attending physician, shall be filed with the department head or designee and forwarded to payroll in case of absence of more than three (3) consecutive workdays. The Employer may check further on any illness regardless of certificate or affidavit.
- D. If an employee fails to submit proof of illness to his/her department head or designee when required to do so, the absence shall not be deductible from sick leave and shall be considered as time off without pay.
- E. If the proof submitted, in the judgment of the Employer, does not justify the employee's absence, such absence shall not be deducted from sick leave and shall be considered time off without pay.

#### Abuse of Sick Leave Benefits

Abuse of sick leave privileges shall be grounds for disciplinary action. In addition, where an employee's absences are such that the Employer has reasonable grounds to believe that an abuse of sick leave may exist, such employee, where practicable, will be notified of such suspected abuse and thereafter may be required, regardless of the duration of the absence, to submit a satisfactory doctor's certificate or affidavit indicating the specific nature of the disability and its duration to his/her department head or designee and forwarded to payroll before such abuse may be charged against the employee's accumulated sick leave balance. The Association will work cooperatively with the Employer to reduce and prevent abuses of sick leave.

#### Reinstatement of Sick Leave

When an employee is reinstated into the same position or reemployed in the County bargaining unit within one (1) year following resignation or layoff, sick leave credits accumulated at time of resignation or layoff shall be restored.

Medical or Dental Visits

In the case of an emergency which requires the employee to make visitations during his/her working hours, as shall be determined by the employee's department head or his/her designee upon sufficient proof by the employee, time off for medical or dental visits may be granted by the employee's department head or his/her designee. Such absence may be deducted from accumulated sick leave in units of not less than a half (1/2) hour.

Resignation or Retirement

Sick time taken after notice of resignation or retirement shall require a doctor's certificate or an equivalent amount of vacation time will be deducted.

**11.08 Criminal Assault**

In the event that an employee is necessarily absent from duty as a result of a criminal assault upon his/her person during the course and in the discharge of his/her job responsibilities and duties for the Employer resulting in an injury for which the New York State Workers' Compensation Board has allowed benefits as an occupational injury, such employee shall receive up to the first two (2) months of such absence with full pay and benefits, without use of any sick leave credits. Thereafter, he/she shall have all accrued sick leave benefits necessarily used during such absence restored upon his/her return to duty.

For the purposes of this Article and Section, Criminal Assault shall be defined as a physical action taken against an employee by another person with deliberate intent to do bodily harm to the employee. If an injury occurs under the above conditions and the employee files legal charges, the physical action taken against the employee shall be considered criminal assault as defined herein regardless of the outcome of the adjudication of the charges filed.

**11.09 Tuition Reimbursement**

The following shall be made available for tuition reimbursement each year:

Effective beginning Spring semester of 2009, the following shall be made available for tuition reimbursement each year:

ECMC	\$50,000
Home	\$10,000

Effective fiscal year following ratification, the tuition reimbursement will be increased as follows:

ECMC	\$100,000
Terrace View LTC	\$20,000

Procedures for reimbursement have been established by the parties and are incorporated herein by reference.

**12. LEAVE OF ABSENCE WITHOUT PAY**

**12.01 Eligibility**

Only permanent employees shall be eligible for leaves of absence without pay after satisfactory completion of their probation period.

## **12.02 Application for Leave Without Pay**

Application for leave of absence without pay, for any of the reasons cited in this provision, shall be filed by the employee, on the prescribed form with the head of the employee's department or his/her designee. Such application shall state the reasons for the requested leave and the duration thereof. If approved by the head of the department or his/her designee, the application shall be submitted to the Commissioner of Personnel, and leave of absence shall be granted only when finally approved by the Commissioner of Personnel. It is understood that if the leave is granted, such employee will be permitted to return to the same class title within the same department.

## **12.03 Child Care Leave**

### A. Leave

The Commissioner of Personnel or his/her designee shall grant pregnant employees a leave of absence without pay, upon competent medical proof that such employee is unable to perform her regular duties for the period of such disability, not to exceed one (1) year in duration. For these purposes, the Commissioner of Personnel or his/her designee may require suitable medical evidence from the employee's physician at such employee's expense and/or may require that the employee be examined by a physician chosen by the County at the County's expense.

### B. Sick Leave and Vacation Leave

Employees granted maternity leave pursuant to this Section shall be permitted to reduce the amount of leave without pay by the use of any and all accumulated sick leave and vacation leave credits as may be available to them.

### C. Extension

At the request of the employee, and after receiving the recommendation of her department head, the Commissioner of Personnel or his/her designee may grant extensions of such leave of absence in accordance with this Section.

### D. Following her maternity disability period, an employee shall be granted a three (3) month family leave of absence. Such leave must be requested from the department head, in writing, at least two (2) weeks prior to the end of the disability period. The two (2) week notification requirement shall be waived in cases of emergency.

### E. Child Care Leave

A leave of absence without pay for the purposes of child rearing, necessitated by children residing with the employee, shall be granted for a period of up to six (6) months. Once granted, such leave may not be extended and will be granted only twice during an individual's term of employment, regardless of the time used during such leave of absence. The cumulative total time off for one (1) or both leaves shall not exceed six (6) months. Such leaves must be presented in writing to the department head at least thirty (30) calendar days in advance of the commencement of the child-rearing leave.

An employee on a child-rearing leave will notify the department head of his/her intention to return to work at least thirty (30) calendar days prior to the expiration of the leave of absence.

An employee returning to work after a child-rearing leave shall return to the same position in the same department the employee left, if available, and shall be returned to the same step the employee occupied when the leave commenced.

It is further agreed that any employee to be eligible for child-rearing leave must exhaust all accumulated leave time except sick leave prior to commencing such leave of absence. Upon return to work from the leave, all sick leave credits, as well as other contractual rights which were accumulated or effective on the commencement date of the leave, shall be restored on the date the employee returns to work.

**12.04 Leave Because of Extended Illness**

When an employee has exhausted all of his/her sick leave credits and is still incapacitated and unable to perform the duties of his/her position, the department head or his/her designee may in his/her sole discretion grant leave of absence without pay for a period not to exceed one (1) year, subject to extension pursuant to County Civil Service Rules as amended from time to time. Such decision shall not be arbitrary or capricious.

**12.05 Leave for War Work**

A permanent employee may, in the sole discretion of the department head, be granted a leave of absence without pay for a period of time, not to exceed one (1) year, to enter the service of the Federal Government or its associated powers in time of war or to engage in war industries for the United States or its associated powers. Such leave of absence, in the sole discretion of the department head or his/her designee, and with the approval of the Commissioner of Personnel, may be renewed for additional periods, not exceeding one (1) year in each instance without requiring such person to return to his/her position in the Civil Service between successive leaves; provided, however, that no such renewal of a leave of absence without pay shall extend beyond six (6) months after the termination of the war.

**12.06 Leave for Education Purposes**

- A. On the approval of the department head or his/her designee, permanent employees may be granted leave of absence without pay for a period of one and one-half (1½) years for the purpose of acquiring additional education and training that will increase the usefulness and efficiency of the employee in his/her position.
- B. An additional leave of absence without pay of not more than one (1) year may be granted by the department head, work permitting.

**12.07 Education Leave for Veterans**

Any veteran who is qualified to receive education or training or vocational rehabilitation under the provisions of any Federal or New York State Law, shall be granted leave of absence without pay for the period of such education or training or vocational rehabilitation, provided that the attendance of a veteran is required at times that will preclude employment in his/her County position. Such leave of absence shall not extend beyond a period of four (4) years, nor beyond the period for which the veteran shall be eligible to continue the education or training or vocational rehabilitation. It shall terminate at any time that the veteran ceases actual attendance at the classes or courses required by

the education, training or rehabilitation program. A veteran who has been on such leave of absence shall be reinstated in his/her position, provided he/she makes application for such reinstatement within sixty (60) days after the termination of such leave of absence. He/she may be reinstated at any time after such sixty (60) day period and within one (1) year after termination of such leave of absence in the discretion of the department head.

**12.08 Leave of Absence to Service in Another Position in the County Service**

Leave of absence without pay may be granted by the department head or his/her designee to a permanent employee in the competitive class to enable such employee to serve temporarily or provisionally in another position in the classified service in the County.

**12.09 Leave of Absence to Accept Employment Outside the County Service**

Leave of absence shall not be granted to an employee to accept employment outside the County service except for leaves of absence granted under the provision of Section 12.11.

**12.10 Adoption Leave**

If an employee covered under this Agreement adopts a child, the Employer agrees to give a maximum one (1) year leave of absence as required by State Law.

**12.11 Leave of Absence for Civic Purposes**

Employees may be granted a leave of absence for one (1) year or the complete term of a duly elected political office. Such leave is to begin from the first date in office.

**12.12 Leave for Other Reasons**

Leaves of absence without pay, for reasons other than those cited in this provision, may be granted by the department head or his/her designee only in unusual circumstances, which in his/her judgment justifies the granting of such leave. Requests for such leave and the recommendation of the department head shall be submitted to the Commissioner of Personnel, and the granting of such leave shall be subject to the approval of the Commissioner of Personnel.

**13. GRIEVANCES AND ARBITRATION**

**13.01 General**

- A. It is the intent of this Article to promote and provide a mutually satisfactory procedure for the settlement of grievances of employees arising out of the meaning, application or operation of this Agreement.
- B. The Association representative shall be permitted to participate in the activity and progress of any grievance in each stage through the final decision. All other labor organizations will be excluded from the grievance procedure involving the unit covered by this Agreement.

**13.02 Definitions**

- A. "Grievance" shall mean any claimed violation, interpretation, or inequitable application of this Agreement, and any County rule or regulation as

amended from time to time other than the Rules for the Classified Civil Service of the County of Erie. This term shall not include any matter involving any employee's rate of compensation except merit increment increases, retirement benefits, disciplinary proceedings, Rules for the Classified Civil Service of the County of Erie, or any other matter which is otherwise reviewable pursuant to law, or any rule or regulation having the force and effect of law as it applies to employees covered by Section 75 of the Civil Service Law.

- B. "Grievant" is an employee who has a grievance. However, if the grievance involves all (or substantially all) of the employees in the bargaining unit or in a division of that unit, the grievant may be the Association. When the grievant is the Association, the grievance shall be moved directly to Step 2.
- C. "Day" refers to a calendar day and not workday.
- D. "Workday" shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of legal days in which action must be taken in any stage of the grievance procedure.

### ***13.03 Rights of the Parties***

- A. The parties shall exchange any written statements or records used at the second step meeting provided for in this Article at the time of such meeting. Each party shall have access to written statements or records which are presented as evidence by the other party at an arbitration hearing at least five (5) working days in advance of such hearing.
- B. The Local Bargaining Unit Chairperson shall receive a copy of any written grievance and any decision rendered in the grievance procedure.
- C. The County, Association and/or grievant shall have the right to submit briefs to support or refute allegations of any party.
- D. The Association may have an observer at the arbitration hearing, even though not a part thereof, and shall be granted reasonable notice of the date, time and place of the hearing to the Association's Albany office.
- E. The time limits set forth in this Article are of the essence. They may, however, be extended by mutual agreement of the parties. The failure of the grievant to proceed within the time limit set forth shall terminate the grievance at that step. The failure of the County to answer within the time limit set forth will entitle the grievant to proceed to the next step of the grievance procedure, upon notice to the County.
- F. The grievant covered by the terms of this Agreement shall have the right, if he/she so desires, to be represented by an Association representative at any step of the grievance procedure subject to the provisions contained in Section 13.01 above.
- G. The Association's designated representative referred to in Section 13.03(F) shall suffer no loss of compensation while attending any meeting in the steps of the Grievance or Arbitration Procedure.

### **13.04 Grievance Procedure**

#### Step 1

The employee aggrieved shall present his/her grievance in writing, in a form to be provided, setting forth the date, time and place of the alleged grievance, facts of the grievance, the particular section of the Collective Bargaining Agreement and the relief sought to Human Resources within fifteen (15) working days from the occurrence of the grievance or when the employee knew or should have known of the fact situation giving rise to the grievance. At the written request of the employee, the Human Resources Department designee and/or the relevant ECMC Department Head, if such request is made simultaneously with the filing of the grievance, shall hold an informal hearing within ten (10) days after receiving such written request. The Human Resources Department designee or the relevant ECMC Department Head shall render a decision in writing within ten (10) working days of the receipt of the grievance or date of hearing, whichever is later.

#### Step 2

If the employee is not satisfied with the disposition of the grievance at the preceding step, it is agreed (a) that the employee may appeal the grievance within ten (10) working days of the written step 1 decision. Step 2 grievances shall be heard by the ECMC Vice President of Human Resources and/or designee. A written disposition shall be given by the ECMC Vice President of Human Resources and/or designee within ten (10) days of such meeting. (Subject to the conditional designation from the County of Erie)

If the grievance is not covered by the conditional designation from the County of Erie the following will apply:

#### Step 2

If the employee is not satisfied with the disposition of the grievance at the preceding step, it is agreed (a) that the employee may appeal the grievance within ten (10) working days of the written step 1 decision to be considered by the County Labor Relations Committee and the Association Committee; (b) that there shall be a regularly scheduled monthly meeting between the Association Committee and the County Labor Relations Committee on the first Tuesday of each month; (c) that such grievance or grievances will be submitted to the Commissioner of Labor Relations of the County by the Association at least ten (10) days before the scheduled meeting reflecting such grievances which the Association desires to be considered at the meeting; (d) that the Association Committee (as above mentioned) will consist of no more than four (4) representatives designated by NYSNA, that the County Labor Relations Committee will consist of no more than two (2) representatives to be designated by the County. A written disposition shall be given by the County Labor Relations Committee within ten (10) days of such meeting.

### **13.05 Arbitration Procedure**

- A. If the Association Committee in Step 2 of the grievance procedure is not satisfied with the disposition of the grievance rendered by the County Labor Relations Committee or VP of Human Resources at such second step meeting, such decision may be appealed to arbitration within fifteen (15) working days of the disposition.
- B. The arbitrator may be selected by mutual agreement between the parties.

- C. In the event the parties fail to mutually agree upon an arbitrator, either party will have the right to request a list of the names from the Public Employment Relations Board. The parties shall follow the procedures established by PERB for selection of an arbitrator.
- D. The arbitrator's decision shall be rendered within thirty (30) days of the hearing or within thirty (30) days of the receipt of the written position of both parties. As timely arbitration decisions are in the best interest of both parties, it is agreed that if a decision is not rendered within the above stated time limits, both parties will mutually contact the arbitrator to expedite the award.
- E. The cost of any arbitration hearing will be borne equally by the parties to this Agreement.
- F. The decision of the arbitrator shall be final and binding on both parties.

## **14. DISCIPLINE AND UNSATISFACTORY WORK PERFORMANCE**

### ***14.01 Discharge and Discipline***

- A. The Employer shall not exercise its right to discharge or otherwise discipline an employee without just cause. Other penalties including written warnings shall not be issued without just cause.
- B. The Employer shall have the right to discharge or otherwise discipline an employee for unsatisfactory work performance when for just cause. Disciplinary action or measure shall include only Oral Reprimand, Written Reprimand, Suspension or Discharge. All records of oral or written reprimands will be removed from any employee's personnel file after two (2) years. Suspensions shall remain in the file, however shall not be considered for appointments, promotions, transfers and progressive discipline after five (5) years.

### ***14.02 Procedure***

- A. The County will notify in writing to the General Representative of the Association at 155 Washington Ave, Albany, NY 12210, within three (3) working days after it discharges or suspends an employee under this Article, and the reasons thereof, by registered mail.
- B. If the County has any reason to reprimand an employee, it shall be done in a manner that will not unduly embarrass the employee before other employees or the public.
- C. If the employee is to be sent home because of a disciplinary suspension or discharge, the Local Representative or his/her designee shall be called in.
- D. The employee shall be entitled to Association representation upon request.

### ***14.03 Disputes as to Discipline***

- A. The Association shall have the right to take up a suspension and/or discharge as a grievance at Step 1 of the grievance procedure, and the matter shall be handled through the arbitration step, if deemed necessary by either party.

- B. The parties agree that the sole and exclusive procedure for the settlement of disputes as to discipline shall be through the grievance procedure as outlined in Section 14.03(A).

#### **14.04 Private Hearing**

Upon application by the employee involved and/or the Association, an arbitrator in a discipline case shall have the authority to direct that the arbitration shall be held in private.

#### **14.05 Reinstatement and/or Back Pay**

An employee found to be unjustly suspended or discharged, or that his/her penalty was too severe, shall be reinstated and compensated for all, part or no compensation for lost time, as may be determined by the arbitrator.

### **15. MANAGEMENT RIGHTS**

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the County are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives and policies of the County; to determine the facilities, methods, means and number of personnel for the conduct of the County programs; to administer the merit system, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions, and to classify or re-classify, and to allocate or re-allocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

### **16. NO STRIKE CLAUSE**

The Association recognizes the status of the County employees as "public employees," and the provisions of law applicable thereto.

The Association shall not engage in a strike, nor cause, instigate, encourage or condone one. In the event a strike or work stoppage occurs, the Association shall exert its best efforts to prevent and terminate the same.

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

### **17. PLEDGE AGAINST DISCRIMINATION AND COERCION**

- A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, veterans' status or handicap. The Association shall share equally with the Employer the responsibility for applying this provision of the Agreement.
- B. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.
- C. The Association recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

## **18. EQUAL OPPORTUNITIES**

The Employer and the Association realize a responsibility to promote and provide equal opportunities for employment. It shall be the positive and continuing policy of the Employer and the Association to assure an equal opportunity in employment regardless of race, color, religion, sex, national origin or age.

## **19. GENERAL PROVISIONS**

### ***19.01 Employee Health Examinations***

- A. The Employer agrees to provide at no expense to the employee, the required medical examinations, immunizations and tests as required by Title 10, Chapter V of the State Hospital Code. The employee may elect to have a physician or facility other than the Employer perform such examinations, but at no expense to the County of Erie.
- B. An employee returning to work after an absence of thirty (30) consecutive calendar days will be required to have a health examination, provided by Employer.
- C. Examinations may be required by the employee's department head for an employee returning from an illness of less than thirty (30) days.

### ***19.02 Labor Management Committee***

The Administration of the Erie County Medical Center and Terrace View LTC will meet with the Local Chairperson and two (2) other County employee representatives on a monthly basis to discuss matters of mutual interest.

The three (3) departmental Association representatives referred to above shall give sufficient advance notice to their immediate supervisor they are leaving their work area to attend the Department's Labor Management meeting and will sign out and sign in.

Agenda items to be discussed will be submitted by the Association and the Administration to the Labor Management Committee seven (7) calendar days before such meeting.

A representative of the Association and/or Division of Labor Relations will attend the meetings if so requested by either side.

### ***19.03 Parking Facilities***

The County will provide parking space for employees using their personal cars, while conducting essential County business, where physically possible on County property.

### ***19.04 Notification of Employees***

Every three (3) months during the duration of this Agreement, the County will furnish the New York State Nurses Association, Albany office, a list of new employees in the bargaining unit in addition to any change of address of current employees in the unit. Such list of new employees shall contain the name, address, department, classification title and social security number.

It is understood that it is the obligation of an employee to notify the Employer immediately of any change of address, phone number, name and marital status. Failure to do so may result in disciplinary action taken against the employee.

### **19.05 Travel Policies**

The policies and procedures governing travel expenses for employees conducting official Employer business are reflected in the Rules and Regulations issued by and on file in the Finance Department as amended from time to time with a copy and any amendments to be sent to the Association's Albany office.

### **19.06 Employee Safety and Health**

The Employer will observe all applicable health and safety laws and regulations.

The Employer will take all steps practical to protect employee safety and health.

### **19.07 Uniforms**

In work areas where the employees are provided scrub uniforms, the scrub uniforms shall be returned in a timely fashion from the laundry. Each employee shall be provided a minimum of one (1) clean uniform each workday.

### **19.08 On-The-Job Disability**

The Employer will comply with the New York State Workers' Compensation Statutes. An employee who is certified by a physician to be not capable of performing the regular duties he or she was performing when the disability began, because of an on-the-job injury, will be allowed to return to lighter work, if available, at no reduction in pay until complete recovery when he/she will be allowed to return to his or her previous job in the same shift and unit/program.

### **19.09 On-The-Job Injuries**

Employees who incur an injury on the job during their regular shift and must report to the Emergency Department or other treatment area because of this injury, will be paid while in the Emergency Department or other treatment area - only up to the end of their regular shift. Time spent in the Emergency Department or other treatment area after their regular working hours will remain unpaid.

## **20. SAVINGS CLAUSE**

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.

## **21. TERMINATION AND MODIFICATION**

Unless otherwise specified, the provisions of this Agreement shall be effective as of the date of its execution and shall remain in full force and effect through the 31st day of December, 2018. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to this Agreement's termination date that it desires to modify, alter or amend this Agreement.

## **22. PRINTING OF THE COLLECTIVE BARGAINING AGREEMENT**

The County shall pay the Association the current cost of producing the Collective Bargaining Agreement for each copy of the Agreement ordered by the Department of Labor Relations. The Association shall present a per copy cost calculation to the Department of Labor Relations as soon as it is available.

**23. EXECUTION**

Signed by Employer and Association.

ERIE COUNTY MEDICAL CENTER CORP

By [Signature]  
Title: CEO

Date \_\_\_\_\_

NEW YORK STATE NURSES ASSOCIATION

By [Signature]  
Title Deputy Director

Date 10-30-15

THE COUNTY OF ERIE

By [Signature]  
Title: Commissioner of Labor Relations

Date 11-24-15

## **APPENDICES AGREEMENT SIGNATURE PAGE**

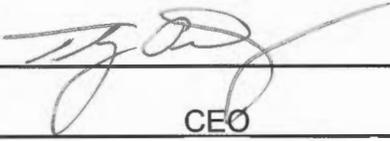
Erie County and New York State Nurses Association agree to add the following appendices to the Collective Bargaining Agreement between the parties that expires on December 31, 2018.

Appendix "A"	NYSNA Title Listings
Appendix "B"	Dues Deduction Form
Appendix "C"	<ol style="list-style-type: none"><li>1. ECMCC Salary Scale January 1, 2011</li><li>2. ECMCC Salary Scale January 1, 2014</li><li>3. ECMCC Salary Scale Pay Period after September 1, 2015</li><li>4. ECMCC Salary Scale Pay Period after September 1, 2016</li><li>5. ECMCC Salary Scale Pay Period after September 1, 2017</li><li>6. ECMCC Salary Scale Pay Period after September 1, 2018</li></ol>
Appendix "D"	Memorandum of Agreement: Deferred Annuity Plan
Appendix "E"	Memorandum of Agreement: Ten, Twelve and Thirteen Hour Shifts
Appendix "F"	Memorandum of Agreement: Registered Nurse On-Call Coverage: OR, PACU, CAPD, Hemodialysis/Plasmapheresis and Interventional Services (Cardiac Cath and Angio)
Appendix "G"	Memorandum of Agreement: Individual Overtime Agreement
Appendix "H"	Memorandum of Agreement: Per Diem CRNA Agreement
Appendix "I"	Memorandum of Agreement: Nurse Anesthetist Shift Coverage
Appendix "J"	Memorandum of Agreement: CRNA Coverage for Saturday Trauma Call
Appendix "K"	Memorandum of Agreement: CRNA Wage and Benefit Adjustment
Appendix "L"	Memorandum of Agreement: Per Diem Registered Nurse Agreement
Appendix "M"	Memorandum of Agreement: Agency Registered Nurse Program
Appendix "N"	Memorandum of Agreement: Registered Nurse On-Call Coverage - SANE
Appendix "O"	Memorandum of Agreement: Adjunct Educator Pay
Appendix "P"	Memorandum of Agreement: NYSNA Vacation Accruals
Appendix "Q"	Memorandum of Agreement: Clinical Ladder Program
Appendix "R"	Memorandum of Agreement: Employees Eligible for Employer 30 Year Contribution

Signature below indicates agreement to incorporate the appendices set forth above into the Collective Bargaining Agreement.

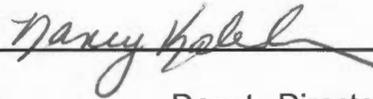
Signed by Employer and Association.

ERIE COUNTY MEDICAL CENTER CORP

By   
Title: CEO

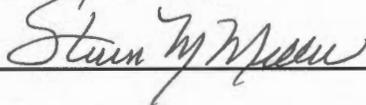
Date \_\_\_\_\_

NEW YORK STATE NURSES ASSOCIATION

By   
Title Deputy Director

Date 10-30-15

THE COUNTY OF ERIE

By   
Title: Commissioner of Labor Relations

Date 11-24-15

## APPENDIX "A"

### NYSNA TITLE LISTINGS

Title	Classification	Pay Grade
Admissions Coordinator – Long-Term Care	C	N2
Anesthetist	NC	See App K
Anesthetist per-diem	NC	See App H & K
Assistant Head Nurse	NC	N2
Assistant Nurse Case Manager	C	N2
Case Manager – Workers Compensation	C	N2
Charge Nurse	NC	N2
Charge Nurse – Ambulatory Care	C	N2
Clinical Documentation Specialist	C	N2
Clinical Nurse Specialist (Behavioral Health)	C	N6
Clinical Nurse Specialist (Critical Care)	C	N6
Clinical Nurse Specialist (Emergency Services)	C	N6
Clinical Nurse Specialist (Rehabilitation)	C	N6
Clinical Nurse Specialist (Neurosurg/Surgery)	C	N6
Clinical Patient Care Liaison	C	N5
Clinical Resource Nurse (RPT)	C	N2
Clinical Resource Nurse (Emergency Services)	C	N2
Clinical Teacher	C	N5
Coordinator of Stroke Program	C	N4
Denial Management Nurse	C	N2
Employee Health Nurse	NC	N3
EP Lab Services Coordinator	C	N7
Facilities Liaison Nursing Care Services	C	N3
General Duty Nurse	NC	N1
Head Nurse	NC	N3
HIV Training Coordinator	C	N3
Hospital Nurse Screener	C	N2
Infection Prevention Practitioner	C	N3
Inservice Education Coordinator	C	N4
Lead Clinical Documentation Specialist	C	N3
Manager – Infection Control	C	N5
Minimum Data Set (MDS) Director	C	N4
Nurse Case Manager	C	N4
Nurse Case Manager – Acute Geriatrics	C	N4
Nurse Case Manager – AIDS Services	C	N4
Nurse Case Manager – Surgery	C	N4
Nurse Clinician – AIDS Center	C	N4
Nurse Clinician – Psychiatry	C	N4
Nurse Clinician – Renal	C	N4
Nurse Clinician Surgery	C	N4

<b>Title</b>	<b>Classification</b>	<b>Pay Grade</b>
Nurse Clinician Surgical Intensive Care	C	N4
Nurse Clinician Transplant	C	N4
Nurse Practitioner (ECMC)	NC	N5
Nurse Practitioner – Burn Treatment	C	N6
Nurse Practitioner Cardiovascular Lab	C	N5
Nurse Practitioner (ECMC) RPT	NC	N5
Nurse Practitioner Emergency Department	C	N5
Nurse Practitioner Neurology	C	N5
Nurse Practitioner Plastic & Reconstructive	C	N6
Nurse Practitioner Rehabilitation Services	C	N5
Nurse Practitioner Transplant	C	N5
Nurse Practitioner Orthopedics	C	N5
Nurse Practitioner Wound Care/Ostomy	C	N6
Nurse Recruiter	C	N4
Nursing Care Coordinator	C	N5
Nursing Care Coordinator – Quality Improvement	C	N5
Nursing Informatics Manager	C	N5
Nursing Inservice Instructor (ECMC)	C	N3
Nursing Inservice Instructor CPR TRN	C	N3
Nursing Inservice Instructor Operating Room	C	N3
Nursing Inservice Instructor – Psychiatry	C	N3
Nursing Supervisor – Long-Term Care	C	N4
Nursing Team Leader	NC	N3
Nursing Team Leader Dialysis Services	C	N3
Nursing Team Leader – Electrophysics Lab	C	N3
Nursing Team Leader – Orthopedics	C	N3
Nursing Team Leader – SNF	C	N3
Nursing Team Leader (Radiology)	C	N3
Nursing Team Leader Vascular Access	C	N3
Nursing Team Leader- Utilization Review	C	N3
Prospective Payment Coordinator – Rehab	C	N1
Quality Care Coordinator	C	N4
Quality Outcome Coordinator (Behavioral Health Services)	C	N4
Quality Outcome Coordinator Transplant & Renal Services	C	N4
Registered Nurse Behavioral Health	C	N2
Registered Nurse Behavioral Health Data Reviewer	C	N3
Registered Nurse Long Term Care Data Reviewer	C	N2
Registered Nurse Medical/Surgical Data Reviewer	C	N2
Registered Nurse Renal/Hemodialysis Data Reviewer	C	N2
Registered Nurse Trauma Data Reviewer	C	N2
Rehabilitation Nurse Screener	C	N2
Renal Services Support Nurse	C	N2
Renal Services Support Nurse-Home Hemodialysis Training	C	N2
Renal Services Support Nurse-Home Peritoneal Training	C	N2
Senior Nurse Practitioner	PJC	N5
Senior Nurse Practitioner Neurology	C	N6
Staff Development Specialist	C	N5
Staff Development Coordinator – LTC	C	N4
Transplant Coordinator	C	N4

<b>Title</b>	<b>Classification</b>	<b>Pay Grade</b>
Trauma Injury Prevention & Education Coordinator	C	N3
Trauma Nurse Liaison	C	N4
Trauma Program Manager	C	N6
Unit Manager (Medical/Surgical)	C	N4
Unit Manager (Operating Room)	C	N4
Unit Manager (Post Anesthesia Care)	C	N4
Unit Manager Ambulatory Care	C	N4
Unit Manager Behavioral Health	C	N4
Unit Manager Behavioral Health Grant CPEP	C	N4
Unit Manager Burn Treatment	C	N4
Unit Manager Cardiac Cath Laboratory	C	N4
Unit Manager Critical Care	C	N4
Unit Manager Rehab Medicine	C	N4
Unit Manager – Emergency Department	C	N4
Unit Manager Hemodialysis	C	N4
Unit Manager Long term Care	C	N4
Unit Manager Transitional Care Unit	C	N4
Unit Manager Transplant	C	N4
Utilization Coordinator	C	N2
Utilization Management Coordinator	C	N2
Utilization Review Nurse	NC	N1

**All title include Full-time, PT, RPT**

**NC= Non-competitive**

**C= Competitive**

**PJC= Pending jurisdiction classification**

**Denotes classification status at time of the ratification.**



**APPENDIX "C" 1.**

<b>Erie County Medical Center and Erie County Home Wage Scale</b>											
<b>Effective 1/1/11</b>											
	<b>4% increase</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
<b>N1</b>	annualized	55,053	57,745	59,101	60,436	62,238	64,131	66,048	68,039	70,075	72,180
	biweekly	2,117.44	2,220.96	2,273.12	2,324.48	2,393.76	2,466.56	2,540.32	2,616.88	2,695.20	2,776.16
	hourly	26.468	27.762	28.414	29.056	29.922	30.832	31.754	32.711	33.690	34.702
<b>N2</b>	annualized	59,615	62,539	64,014	65,489	67,432	69,468	71,548	73,701	75,903	78,193
	biweekly	2,292.88	2,405.36	2,462.08	2,518.80	2,593.52	2,671.84	2,751.84	2,834.64	2,919.36	3,007.44
	hourly	28.661	30.067	30.776	31.485	32.419	33.398	34.398	35.433	36.492	37.593
<b>N3</b>	annualized	64,203	67,404	68,973	70,566	72,671	74,870	77,116	79,433	81,821	84,252
	biweekly	2,469.36	2,592.48	2,652.80	2,714.08	2,795.04	2,879.60	2,966.00	3,055.12	3,146.96	3,240.48
	hourly	30.867	32.406	33.160	33.926	34.938	35.995	37.075	38.189	39.337	40.506
<b>N4</b>	annualized	70,660	74,123	75,828	77,540	79,878	80,209	84,745	87,293	89,916	92,606
	biweekly	2,717.68	2,850.88	2,916.48	2,982.32	3,072.24	3,084.96	3,259.44	3,357.44	3,458.32	3,561.76
	hourly	33.971	35.636	36.456	37.279	38.403	38.562	40.743	41.968	43.229	44.522
<b>N5</b>	annualized	76,205	79,995	81,890	83,809	86,314	88,910	91,576	94,336	97,169	100,069
	biweekly	2,930.96	3,076.72	3,149.60	3,223.44	3,319.76	3,419.60	3,522.16	3,628.32	3,737.28	3,848.80
	hourly	36.637	38.459	39.370	40.293	41.497	42.745	44.027	45.354	46.716	48.110
<b>N6</b>	annualized	83,410	87,601	89,681	91,765	94,526	97,354	100,279	103,276	106,388	109,568
	biweekly	3,208.08	3,369.28	3,449.28	3,529.44	3,635.60	3,744.40	3,856.88	3,972.16	4,091.84	4,214.16
	hourly	40.101	42.116	43.116	44.118	45.445	46.805	48.211	49.652	51.148	52.677
<b>N7</b>	annualized	93,332	98,035	100,375	102,712	105,826	108,984	112,260	115,629	119,090	122,670
	biweekly	3,589.68	3,770.56	3,860.56	3,950.48	4,070.24	4,191.68	4,317.68	4,447.28	4,580.40	4,718.08
	hourly	44.871	47.132	48.257	49.381	50.878	52.396	53.971	55.591	57.255	58.976

## APPENDIX "C" 2.

<b>ECMCC effective Jan 1, 2014 4.5 % increase</b>											
	<b>4.5% inc.</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
<b>N1</b>	annualized	57,530	60,344	61,761	63,156	65,039	67,017	69,020	71,101	73,228	75,428
	biweekly	2,212.72	2,320.90	2,375.41	2,429.08	2,501.48	2,577.56	2,654.63	2,734.64	2,816.48	2,901.09
	hourly	27.659	29.011	29.693	30.364	31.268	32.219	33.183	34.183	35.206	36.264
<b>N2</b>	annualized	62,298	65,353	66,895	68,436	70,466	72,594	74,768	77,018	79,319	81,712
	biweekly	2,396.06	2,513.60	2,572.87	2,632.15	2,710.23	2,792.07	2,875.67	2,962.20	3,050.73	3,142.77
	hourly	29.951	31.420	32.161	32.902	33.878	34.901	35.946	37.027	38.134	39.285
<b>N3</b>	annualized	67,092	70,437	72,077	73,741	75,941	78,239	80,586	83,007	85,503	88,043
	biweekly	2,580.48	2,709.14	2,772.18	2,836.21	2,920.82	3,009.18	3,099.47	3,192.60	3,288.57	3,386.30
	hourly	32.256	33.864	34.652	35.453	36.510	37.615	38.743	39.908	41.107	42.329
<b>N4</b>	annualized	73,840	77,459	79,240	81,029	83,473	83,818	88,559	91,221	93,962	96,773
	biweekly	2,839.98	2,979.17	3,047.72	3,116.52	3,210.49	3,223.78	3,406.11	3,508.52	3,613.94	3,722.04
	hourly	35.500	37.240	38.097	38.957	40.131	40.297	42.576	43.857	45.174	46.525
<b>N5</b>	annualized	79,634	83,595	85,575	87,580	90,198	92,911	95,697	98,581	101,542	104,572
	biweekly	3,062.85	3,215.17	3,291.33	3,368.49	3,469.15	3,573.48	3,680.66	3,791.59	3,905.46	4,022.00
	hourly	38.286	40.190	41.142	42.106	43.364	44.669	46.008	47.395	48.818	50.275
<b>N6</b>	annualized	87,163	91,543	93,717	95,894	98,780	101,735	104,792	107,923	111,175	114,499
	biweekly	3,352.44	3,520.90	3,604.50	3,688.26	3,799.20	3,912.90	4,030.44	4,150.91	4,275.97	4,403.80
	hourly	41.906	44.011	45.056	46.103	47.490	48.911	50.380	51.886	53.450	55.047
<b>N7</b>	annualized	97,532	102,447	104,892	107,334	110,588	113,888	117,312	120,832	124,449	128,190
	biweekly	3,751.22	3,940.24	4,034.29	4,128.25	4,253.40	4,380.31	4,511.98	4,647.41	4,786.52	4,930.39
	hourly	46.890	49.253	50.429	51.603	53.168	54.754	56.400	58.093	59.831	61.630

### APPENDIX "C" 3.

#### ECMCC 2.5% Pay Period following 9/1/2015

	2.5% inc.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
<b>N1</b>	annualized	58,969	61,852	63,305	64,735	66,665	68,692	70,746	72,878	75,059	77,314
	biweekly	2,268.04	2,378.93	2,434.80	2,489.81	2,564.02	2,641.99	2,721.00	2,803.01	2,886.90	2,973.61
	hourly	28.351	29.737	30.435	31.123	32.050	33.025	34.013	35.038	36.086	37.170
<b>N2</b>	annualized	63,855	66,987	68,567	70,147	72,228	74,409	76,637	78,943	81,302	83,754
	biweekly	2,455.96	2,576.44	2,637.20	2,697.95	2,777.98	2,861.87	2,947.56	3,036.25	3,127.00	3,221.34
	hourly	30.700	32.206	32.965	33.724	34.725	35.773	36.845	37.953	39.087	40.267
<b>N3</b>	annualized	68,769	72,198	73,879	75,585	77,840	80,195	82,601	85,083	87,641	90,244
	biweekly	2,644.99	2,776.87	2,841.48	2,907.12	2,993.84	3,084.41	3,176.96	3,272.42	3,370.79	3,470.96
	hourly	33.062	34.711	35.519	36.339	37.423	38.555	39.712	40.905	42.135	43.387
<b>N4</b>	annualized	75,686	79,395	81,221	83,055	85,559	85,914	90,772	93,502	96,311	99,193
	biweekly	2,910.97	3,053.65	3,123.91	3,194.44	3,290.75	3,304.38	3,491.27	3,596.24	3,704.29	3,815.09
	hourly	36.387	38.171	39.049	39.930	41.134	41.305	43.641	44.953	46.304	47.689
<b>N5</b>	annualized	81,625	85,685	87,714	89,770	92,453	95,234	98,089	101,046	104,080	107,186
	biweekly	3,139.42	3,295.55	3,373.62	3,452.71	3,555.88	3,662.82	3,772.67	3,886.38	4,003.09	4,122.55
	hourly	39.243	41.194	42.170	43.159	44.448	45.785	47.158	48.580	50.039	51.532
<b>N6</b>	annualized	89,343	93,832	96,060	98,292	101,249	104,278	107,411	110,622	113,955	117,361
	biweekly	3,436.25	3,608.92	3,694.61	3,780.47	3,894.18	4,010.72	4,131.20	4,254.68	4,382.87	4,513.89
	hourly	42.953	45.112	46.183	47.256	48.677	50.134	51.640	53.183	54.786	56.424
<b>N7</b>	annualized	99,970	105,008	107,514	110,017	113,353	116,735	120,244	123,853	127,560	131,395
	biweekly	3,845.00	4,038.74	4,135.14	4,231.46	4,359.74	4,489.81	4,624.77	4,763.59	4,906.18	5,053.65
	hourly	48.062	50.484	51.689	52.893	54.497	56.123	57.810	59.545	61.327	63.171

## APPENDIX "C" 4.

### ECMCC 2.25% Pay Period following September 1, 2016

	2.25% inc.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
<b>N1</b>	annualized	60,295	63,244	64,729	66,191	68,165	70,238	72,337	74,518	76,748	79,053
	biweekly	2,319.07	2,432.45	2,489.58	2,545.83	2,621.71	2,701.44	2,782.22	2,866.07	2,951.85	3,040.52
	hourly	28.988	30.406	31.120	31.823	32.771	33.768	34.778	35.826	36.898	38.007
<b>N2</b>	annualized	65,292	68,494	70,110	71,725	73,853	76,083	78,361	80,719	83,131	85,639
	biweekly	2,511.22	2,634.41	2,696.53	2,758.65	2,840.49	2,926.27	3,013.88	3,104.57	3,197.36	3,293.82
	hourly	31.390	32.930	33.707	34.483	35.506	36.578	37.674	38.807	39.967	41.173
<b>N3</b>	annualized	70,317	73,823	75,541	77,286	79,591	82,000	84,459	86,997	89,612	92,275
	biweekly	2,704.51	2,839.35	2,905.41	2,972.53	3,061.20	3,153.81	3,248.44	3,346.04	3,446.63	3,549.06
	hourly	33.806	35.492	36.318	37.157	38.265	39.423	40.605	41.826	43.083	44.363
<b>N4</b>	annualized	77,389	81,181	83,049	84,924	87,484	87,847	92,815	95,606	98,478	101,424
	biweekly	2,976.47	3,122.36	3,194.20	3,266.31	3,364.80	3,378.73	3,569.82	3,677.15	3,787.64	3,900.93
	hourly	37.206	39.029	39.928	40.829	42.060	42.234	44.623	45.964	47.345	48.762
<b>N5</b>	annualized	83,462	87,613	89,688	91,790	94,533	97,376	100,296	103,319	106,422	109,598
	biweekly	3,210.06	3,369.70	3,449.52	3,530.39	3,635.89	3,745.23	3,857.56	3,973.83	4,093.16	4,215.30
	hourly	40.126	42.121	43.119	44.130	45.449	46.815	48.219	49.673	51.165	52.691
<b>N6</b>	annualized	91,353	95,943	98,221	100,503	103,527	106,625	109,828	113,110	116,519	120,002
	biweekly	3,513.57	3,690.12	3,777.74	3,865.53	3,981.80	4,100.96	4,224.15	4,350.41	4,481.49	4,615.45
	hourly	43.920	46.127	47.222	48.319	49.773	51.262	52.802	54.380	56.019	57.693
<b>N7</b>	annualized	102,220	107,370	109,933	112,493	115,903	119,362	122,950	126,640	130,430	134,351
	biweekly	3,931.51	4,129.61	4,228.18	4,326.67	4,457.83	4,590.83	4,728.83	4,870.77	5,016.57	5,167.36
	hourly	49.144	51.620	52.852	54.083	55.723	57.385	59.110	60.885	62.707	64.592

**APPENDIX "C" 5.**

<b>ECMCC 2.25% Pay Period following September 1, 2017</b>											
	<b>2.25% inc.</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
<b>N1</b>	annualized	61,652	64,667	66,185	67,680	69,698	71,818	73,965	76,195	78,475	80,832
	biweekly	2,371.25	2,487.18	2,545.59	2,603.11	2,680.69	2,762.22	2,844.82	2,930.56	3,018.27	3,108.93
	hourly	29,641	31,090	31,820	32,539	33,509	34,528	35,560	36,632	37,728	38,862
<b>N2</b>	annualized	66,761	70,035	71,687	73,339	75,515	77,795	80,124	82,535	85,001	87,566
	biweekly	2,567.72	2,693.69	2,757.20	2,820.72	2,904.40	2,992.11	3,081.70	3,174.42	3,269.30	3,367.94
	hourly	32,097	33,671	34,465	35,259	36,305	37,401	38,521	39,680	40,866	42,099
<b>N3</b>	annualized	71,899	75,484	77,241	79,025	81,382	83,845	86,360	88,954	91,629	94,351
	biweekly	2,765.36	2,903.24	2,970.79	3,039.41	3,130.08	3,224.77	3,321.53	3,421.33	3,524.18	3,628.91
	hourly	34,567	36,290	37,135	37,993	39,126	40,310	41,519	42,767	44,052	45,361
<b>N4</b>	annualized	79,130	83,008	84,917	86,835	89,453	89,823	94,903	97,757	100,694	103,706
	biweekly	3,043.44	3,192.61	3,266.07	3,339.80	3,440.50	3,454.75	3,650.14	3,759.89	3,872.86	3,988.70
	hourly	38,043	39,908	40,826	41,748	43,006	43,184	45,627	46,999	48,411	49,859
<b>N5</b>	annualized	85,340	89,584	91,706	93,855	96,660	99,567	102,553	105,644	108,816	112,064
	biweekly	3,282.29	3,445.52	3,527.14	3,609.83	3,717.69	3,829.50	3,944.35	4,063.24	4,185.26	4,310.15
	hourly	41,029	43,069	44,089	45,123	46,471	47,869	49,304	50,790	52,316	53,877
<b>N6</b>	annualized	93,408	98,102	100,431	102,765	105,857	109,024	112,299	115,655	119,141	122,702
	biweekly	3,592.63	3,773.15	3,862.74	3,952.51	4,071.39	4,193.23	4,319.20	4,448.29	4,582.32	4,719.30
	hourly	44,908	47,164	48,284	49,406	50,892	52,415	53,990	55,604	57,279	58,991
<b>N7</b>	annualized	104,520	109,786	112,407	115,024	118,511	122,048	125,716	129,489	133,365	137,374
	biweekly	4,019.97	4,222.53	4,323.32	4,424.02	4,558.13	4,694.13	4,835.23	4,980.37	5,129.44	5,283.63
	hourly	50,250	52,782	54,041	55,300	56,977	58,677	60,440	62,255	64,118	66,045

**APPENDIX "C" 6.**

ECMCC 2.5% Pay Period following September 1, 2018											
	2.5% inc.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
<b>N1</b>	annualized	63,193	66,283	67,840	69,372	71,441	73,614	75,814	78,100	80,437	82,853
	biweekly	2,430.53	2,549.36	2,609.23	2,668.19	2,747.71	2,831.28	2,915.94	3,003.82	3,093.72	3,186.66
	hourly	30.382	31.867	32.615	33.352	34.346	35.391	36.449	37.548	38.672	39.833
<b>N2</b>	annualized	68,430	71,786	73,479	75,173	77,403	79,740	82,127	84,599	87,126	89,755
	biweekly	2,631.92	2,761.03	2,826.13	2,891.24	2,977.01	3,066.91	3,158.74	3,253.78	3,351.03	3,452.13
	hourly	32.899	34.513	35.327	36.141	37.213	38.336	39.484	40.672	41.888	43.152
<b>N3</b>	annualized	73,696	77,371	79,172	81,000	83,416	85,941	88,519	91,178	93,919	96,710
	biweekly	2,834.49	2,975.82	3,045.06	3,115.40	3,208.33	3,305.39	3,404.57	3,506.86	3,612.28	3,719.63
	hourly	35.431	37.198	38.063	38.942	40.104	41.317	42.557	43.836	45.154	46.495
<b>N4</b>	annualized	81,108	85,083	87,040	89,005	91,689	92,069	97,276	100,201	103,211	106,299
	biweekly	3,119.53	3,272.42	3,347.72	3,423.30	3,526.52	3,541.12	3,741.40	3,853.89	3,969.68	4,088.42
	hourly	38.994	40.905	41.847	42.791	44.081	44.264	46.767	48.174	49.621	51.105
<b>N5</b>	annualized	87,473	91,823	93,999	96,201	99,077	102,057	105,117	108,285	111,537	114,866
	biweekly	3,364.35	3,531.66	3,615.31	3,700.07	3,810.63	3,925.24	4,042.96	4,164.82	4,289.89	4,417.90
	hourly	42.054	44.146	45.191	46.251	47.633	49.065	50.537	52.060	53.624	55.224
<b>N6</b>	annualized	95,743	100,554	102,942	105,334	108,503	111,749	115,107	118,547	122,119	125,769
	biweekly	3,682.44	3,867.48	3,959.31	4,051.32	4,173.18	4,298.06	4,427.18	4,559.50	4,696.88	4,837.28
	hourly	46.031	48.343	49.491	50.641	52.165	53.726	55.340	56.994	58.711	60.466
<b>N7</b>	annualized	107,132	112,531	115,217	117,899	121,474	125,099	128,859	132,726	136,699	140,809
	biweekly	4,120.47	4,328.09	4,431.40	4,534.62	4,672.08	4,811.48	4,956.11	5,104.88	5,257.68	5,415.72
	hourly	51.506	54.101	55.393	56.683	58.401	60.144	61.951	63.811	65.721	67.696

## **APPENDIX "D"**

MEMORANDUM OF AGREEMENT  
BETWEEN THE  
NEW YORK STATE NURSES ASSOCIATION  
AND  
COUNTY OF ERIE  
And  
ERIE COUNTY MEDICAL CENTER CORPORATION

(Deferred Annuity Plan)

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated July 1, 2012 – December 31, 2018.

It is hereby agreed and understood that the Employer shall provide a payroll deduction column for NYSNA employees who elect to enter a Deferred Annuity Plan.

It is further agreed and understood that the County of Erie shall negotiate with the NYSNA concerning the selection of a provider for such a plan immediately following the date that the final rules and regulations are approved by the Deferred Compensation Board and as soon as localities can legally implement such a Deferred Compensation Plan.

## **APPENDIX "E"**

MEMORANDUM OF AGREEMENT  
BETWEEN THE  
NEW YORK STATE NURSES ASSOCIATION  
AND  
COUNTY OF ERIE  
And  
ERIE COUNTY MEDICAL CENTER CORPORATION  
(Ten, Twelve and Thirteen Hour Shifts)

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2012 – December 31, 2018.

It is agreed by and between the Employer and the Association that if the Director of Nursing of a department determines the need for variable work hours, they may be instituted. All current employees who work in the effected areas will be offered an opportunity to participate in the variable (flexible) work schedules being used in their work areas, as long as patient care requirements are met.

The following articles of the current Agreement will be amended as follows:

6. Hours of Work

- A. A normal workday shall not exceed twelve (12) consecutive hours or ten (10) consecutive hours in any twenty-four (24) hour period. The normal workweek shall not exceed forty (40) hours for 10-hour employees. The normal pay period will not exceed eighty (80) hours for 12-hour employees.
- B. Employees will be assigned a thirty (30) minute lunch break.
- C. All employees work schedule shall provide for two (2) fifteen (15) minute rest periods.

8.01 Overtime

Ten (10) Hour Employees: All work over forty (40) hours in a week or ten (10) hours in a day performing direct patient care and related activities shall be paid two (2) times such employees' straight time hourly rate, plus shift differential

Exceptions to the overtime premium of double time include:

- 1. Time spent in meetings and educational programs;
- 2. The first hour worked beyond the end of a shift. However, once an employee works more than one (1) hour beyond the end of a shift the individual will be paid at double time for all overtime hours worked back to the moment overtime began.

All employees who work over forty (40) hours in a week or ten (10) hours in a day, and such hours do not qualify for double time, shall be paid at time and one-half (1½) times the employee's straight hourly rate, plus shift differential for all such hours.

Twelve (12) Hour Employees: All work over eighty (80) hours in a pay period or over twelve (12) hours on a 12-hour day or over eight (8) hours on a scheduled 8-hour day performing direct patient care and related activities will be paid at two (2) times such employees' straight time hourly rate, plus shift differential. Sick leave is excluded from the computation of time worked for purposes of overtime premium for the given pay week in which the employee calls in sick.

Exceptions to the overtime premium of double time include:

1. Time spent in meetings and educational programs;
2. The first hour worked beyond the end of a shift. However, once an employee works more than one (1) hour of overtime beyond the end of a shift the individual will be paid at double time for all overtime hours worked back to the moment overtime began.

All employees who work over eighty (80) hours in a pay period or over twelve (12) hours on a 12-hour day or over eight (8) hours on a scheduled 8-hour day, and such hours do not qualify for double time, shall be paid at time and one-half (1½) times the employee's straight hourly rate, plus shift differential for all such hours.

#### 10.01 Shift Differential Pay

Twelve (12) Hour Employees: Shift differential will be paid at the prevailing rate for all hours worked that fall during the 3p.m. – 11p.m. or 11p.m. – 7a.m. shifts.

Ten (10) Hour Employees: When an employee's shift causes him/her to work four (4) or more hours beyond the traditional shifts in the work area, the employee shall be paid the higher differential rate for the entire shift.

#### 11.01 Vacations

Vacation time will be deducted from accumulated time in twelve (12) hour increments for each day, and six (6) hour increments for a half (½) day for twelve (12) hour shift employees; in ten (10) hour increments for each day, and five (5) hour increments for a half (½) day for ten (10) hour shift employees.

#### 11.03 Personal Leave

Personal leave will be deducted from the thirty-two (32) hour annual allowance in twelve (12) hour increments for a day and six (6) hour increments for a half (½) day for twelve (12) hour shift employees; in ten (10) hour increments for a day and five (5) hour increments for a half (½) day for ten (10) hour shift employees. The remaining hours which do not equal a day may be taken at the employee's option.

#### 11.07 Sick Leave

Sick leave will be deducted from accumulated time in twelve (12) hour amounts for a day, and six (6) hour amounts for a half (½) day for twelve (12) hour employees and ten (10) hours for full day and five (5) hours for a half (½) day for ten (10) hour employees.

Use of sick time may not be in amounts of less than one (1) hour.

## THIRTEEN HOUR SHIFT

### 6. Hours of Work

- A. A normal workday shall not exceed thirteen (13) consecutive hours in any twenty-four (24) hour period. The normal work period shall not exceed seventy-eight (78) hours in a two (2) week pay period.
- B. Employees will be assigned a thirty (30) minute lunch break.
- C. All employees work schedule shall provide for two (2) fifteen (15) minute rest periods.

### 8.01 Overtime

Thirteen (13) Hour Employees. All work over seventy-eight (78) hours in a pay period or over thirteen (13) hours in a day shall be paid at two (2) times such employees' straight time hourly rate, plus shift differential.

Exceptions to the overtime premium of double time include:

- 1. Time spent in meetings and educational programs;
- 2. The first hour worked beyond the end of a shift. However, once an employee works more than one (1) hour of overtime beyond the end of a shift the individual will be paid at double time for all overtime hours worked back to the moment overtime began.

All employees who work over seventy-eight (78) hours in a pay period or over thirteen (13) hours on a 13-hour day or over eight (8) hours on a scheduled 8-hour day, and such hours do not qualify for double time, shall be paid at time and one-half (1½) times the employee's straight hourly rate, plus shift differential for all such hours.

### 10.01 Shift Differential Pay

Thirteen (13) Hour Employees: Shift differential will be paid at the prevailing rate for all hours worked that fall during the 3p.m. – 11p.m. or 11p.m. – 7a.m. shifts.

### 11.01 Vacations

Vacation time will be deducted from accumulated time in thirteen (13) hour increments for each day, and six and one-half (6½) hour increments for a half (½) day.

### 11.03 Personal Leave

Personal leave will be deducted from the thirty-two (32) hour annual allowance in thirteen (13) hour increments for a day and six and one-half (6½) hour increments for a half (½) day.

### 11.07 Sick Leave

Sick leave will be deducted from accumulated time in thirteen (13) hour increments for a day and six and one-half (6½) hour increments for a half (½) day.

## **APPENDIX "F"**

MEMORANDUM OF AGREEMENT  
BETWEEN THE  
NEW YORK STATE NURSES ASSOCIATION  
AND  
ERIE COUNTY MEDICAL CENTER CORPORATION

Registered Nurse On-Call Coverage  
Operating Room, PACU, CAPD, Hemodialysis/Plasmapheresis  
and Interventional Services (Cardiac Cath and Angio)

This Memorandum of Agreement replaces the previous MOAs between the parties for the departments above on the subject of on-call coverage. The following constitutes an agreement between the New York State Nurses Association ("NYSNA") and the Erie County Medical Center Corporation ("ECMCC") covering compensation for On-call.

- A. On-call hours will be during the off hours of a department or at time the unit is closed for daily operations including Saturday, Sunday, and Holidays coverage.
- B. These on-call hours shall be compensated at the rate of one (1) hour of straight time pay for every four (4) hours of on-call and for each hour so assigned.
- C. In addition to the on-call pay, if an employee in this rotation schedule is called in and reports to work, he/she shall receive a minimum of three (3) hours call in pay and all such hours will be paid double time (2X) regardless of absences prior to the call-in.
- D. The employee shall be paid applicable shift differential for the hours worked as per section 10.01 shift differentials.
- E. After being called in and working a minimum of two (2) hours within eight hours prior to the employee's scheduled shift the employee may receive rest pay and accumulated leave time, by utilizing the option below:
  - i. Receive up to four (4) hours of call-in rest pay and use up to four (4) hours of accumulated leave time to insure that the employee has eight (8) hours off in between call activation end and the scheduled shift.
  - ii. In times where the call-in period overlaps the scheduled shift, work 1/2 the hours of the scheduled shift after the call in activation work period ends and thereafter be released from work and receive up to four (4) hours of call-in rest pay and additional positive sick or other time to make up the full shift for the day.
- F. An employee who is called in within three (3) hours or less prior to the beginning of his/her shift will be paid the actual hours worked prior to his/her regularly scheduled shift.
- G. The on-call schedule will be made out by the Nursing Manager/designee in one (1) month segments. Assignments will be evenly distributed. Any schedule changes between peers can be made subject to the approval of the nursing manager. Any unforeseen occurrence, i.e., sudden illness, will be dealt with via the Nursing management. Except in emergency situations, the Hospital will give employees a minimum of two (2) weeks' notice should it be necessary to change the on-call schedule.
- H. Employees will be issued on call beepers, If no response is made to a "beep" within five (5) minutes the employee will be called by the nursing office or department. It is the responsibility of the person on call to insure that their pager number and number is current and in working

order. Employees who wish to utilize their personal cell phones as a contact number will be permitted, and therefore not be issued a beeper.

- I. Employees shall be present in their department and prepared to begin duty no later than sixty minutes (60) after being contacted.
- J. On-call rooms will be available. Employees who wish to use an on-call room should notify their manager ahead of time or the off shift nursing supervisor for any last minute needs.
- K. Employees on call shall not be called in to fill in for short staffing in other departments. Employees on call will not be called in for the purpose of relieving other employees for meal periods.

Department specific on-call details:

**1. Interventional department (cath lab/angio suite):**

- a. On-call hours will be on a weekly basis rather than daily. Weekly call will begin at 5PM Friday and continue until 7AM the following Friday. Holiday coverage will begin at 11PM the night before the day on which the holiday is celebrated, and will extend for a twenty four (24) hour period. Regular weekly assignments will resume after the holiday coverage.
- b. Employees shall be present in their department and prepared to begin duty no later than thirty minutes (30) after being contacted.

**2. Surgical Services Operating Room RN - Two call teams, Trauma A and Trauma B**

- d. Monday- Friday and Minor holidays,  
Trauma A on call hours will be 3:00PM- 7:00AM or 5:00PM -7:00AM depending on work shift, Trauma B call Monday- Friday and Minor holidays will be 11PM-7AM,  
  
Saturday, Day shift 7AM-3PM Trauma A, 3PM-7AM Trauma A and B  
Sunday, Day shift 7AM-3PM Trauma A, 3PM-7AM Trauma A and B
- e. Major Holidays, Trauma A and Trauma B call 24 Hours 7AM-7AM ( New Years Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving and Christmas).
  - Call assigned and rotated between Trauma A and B equally
  - It is understood that call hours start after your assigned work shift
- f. Employees shall be present in their department and prepared to begin duty no later than thirty minutes (30) after being contacted.

**3. PACU**

Employees shall be present in their department and prepared to begin duty no later than thirty minutes (30) after being contacted.

**APPENDIX "G"**

MEMORANDUM OF AGREEMENT  
BETWEEN THE  
NEW YORK STATE NURSES ASSOCIATION  
AND  
COUNTY OF ERIE  
And  
ERIE COUNTY MEDICAL CENTER CORPORATION

**(Individual Overtime Agreement)**

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2012 – December 31, 2018.

It is agreed that individual nurses in Erie County may elect to be exempt from the provisions of Article 8, Section 8.01 by mutual agreement with the Director of Nursing, or designee, of the Erie County Medical Center, or Terrace View LTC. Such exemption shall become effective only upon the signing of an “Individual Overtime Agreement,” as follows:

SUBJECT: INDIVIDUAL OVERTIME AGREEMENT

It is agreed that \_\_\_\_\_,  
due to the nature of his/her responsibilities and job requirements as \_\_\_\_\_,  
cannot realistically meet his/her duties and responsibilities by being  
scheduled eight (8) hours a day, five (5) days per week. The nature of  
his/her work calls for more than eight (8) hours of work on some days and  
less than eight (8) hours of work on others. Therefore, it is agreed that the  
above-named nurse shall be exempt from the provisions of Article 8,  
Section 8.01 and shall be paid time and one half (1 ½) for all hours worked  
in excess of (forty) 40 hours in a work week.

This Agreement is subject to review every six (6) months and may be terminated by either party at that time.

_____	_____
(signature of nurse)	(date)
_____	_____
(for Director of Nursing)	(date)
_____	_____
(for NYSNA)	(date)

## **APPENDIX "H"**

MEMORANDUM OF AGREEMENT  
BETWEEN THE  
NEW YORK STATE NURSES ASSOCIATION  
AND  
COUNTY OF ERIE  
AND  
ERIE COUNTY MEDICAL CENTER CORPORATION

### Per Diem CRNA Agreement

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2012– December 31, 2018. Except as modified herein, the collective bargaining agreement remains in full force and effect.

The following constitutes an agreement between the NYSNA and the ECMC concerning per diem CRNAs.

1. Persons appointed to Per Diem CRNA positions will be employees of ECMC and members of the NYSNA bargaining unit. They shall be utilized to supplement the CRNA staff to assure an adequate and efficient means to provide appropriate professional services.
2. It is understood that these employees will have the right to refuse to work if called. However, each per diem CRNA must be available to work at least one (1) shift in each four (4) week schedule period.
3. Per Diem CRNAs will have no guaranteed hours of work and when scheduled will be subject to being cancelled up until one (1) hour before the beginning of their scheduled shift. If a CRNA is cancelled with less than one (1) hour notice he/she shall receive a minimum of three (3) hours pay.
4. Each per diem CRNA will be expected to be scheduled to work one (1) shift on one (1) major holiday per year. Major holidays are designated by the ECMC as:
  - New Year's Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving Day
  - Christmas Day
5. A Per Diem CRNA may be scheduled to work the hours of an employee on a leave of absence for up to three (3) months. This time may be extended by mutual agreement to six (6) months.
6. Per Diem CRNAs will not be utilized in such a manner as to avoid filling full-time, regular part-time or part-time positions.
7. All requests are to be made in writing on the forms available in the CRNA office. The posted schedule request deadlines will be adhered to.
8. Per Diem CRNAs will have no benefits set forth in the Collective Bargaining Agreement between the County of Erie/Erie County Medical Center and New York State Nurses Association except as specifically set forth as follows:

- i. Seniority -- one-half (1/2) month for each month during which at least one (1) shift is worked.
  - ii. Job posting.
  - iii. Payment at the rate of time and one-half (1 ½) the regular hourly rate of pay for each shift worked on the holidays of New Year's Day, Thanksgiving, and Christmas.
  - iv. Access to the grievance procedure for any suspension without pay or discharge or for any issues set forth in paragraph 7 or 8 of this Agreement. The just cause standard applies as set forth in Section 14.01 of the Collective Bargaining Agreement.
9. If an incumbent FT/RPT/PT employee changes his/her status to Per Diem said employee shall receive payment for any and all accrued benefit time (Vacation, Compensatory, etc.), except personal and sick time at the time of the status change. However, accrued sick time shall remain in the bank in accordance with Section 11.07 Sick Leave. Said employee may not utilize any sick time in his/her bank while the employee remains a Per Diem employee. Such Per Diem employees may utilize accrued sick time if the employee returns to FT/RPT status within ten (10) years of his/her switch to Per Diem status.

This Subsection (9) does not apply to current retirees of Erie County who may be working as a Per Diem CRNA.

Per Diem CRNAs shall be paid an hourly rate of fifteen percent (15%) above base qualifying salary rate as determined based on years of experience.

10. Orientation to ECMC policy and procedures shall be provided prior to CRNA performing any clinical services. Each per diem CRNA shall complete a skills assessment to verify competencies prior to being assigned independently. All per diem CRNAs shall be credentialed by Medical/Dental. Such employee may practice for thirty (30) days while said credentialing is completed.
11. Per Diem CRNAs will not be required to participate in on call.

## **APPENDIX "I"**

MEMORANDUM OF AGREEMENT  
BETWEEN THE  
NEW YORK STATE NURSES ASSOCIATION  
AND  
COUNTY OF ERIE  
AND  
ERIE COUNTY MEDICAL CENTER CORPORATION

### **NURSE ANESTHETIST SHIFT COVERAGE**

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2012 – December 31, 2018. Except as modified herein, the collective bargaining agreement remains in full force and effect.

The following constitutes an agreement between the NYSNA and the ECMC concerning the anesthesia night and weekend coverage by hospital-employed CRNAs:

1. Weekly Daytime hours will be designated as: Monday - Friday, 7:00 am – 7:00 pm, which may be worked in eight (8), ten (10) or twelve (12) hour shifts.
2. Night and Weekend hours will be designated as:
  - Monday - Friday: 7:00 pm – 7:00 am
  - Saturday 7:00 am – 7:00 am
  - Sunday: 7:00 am – 7:00 am
  - All Major Holidays: 7:00 am – 7:00am. (Major Holidays are designated as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day).
3. Night and Weekend assignments may be one of the following:
  - 16 hour SHIFT (3:00 pm – 7:00 am) – (upon staff request mutual agreement)
  - 12 hour SHIFT (7:00 am – 7:00 pm or 7:00 pm – 7:00 am)
  - 4 hour to 10 hour SHIFTS (hours to be scheduled according to departmental needs and to permit mutual agreement by CRNAs to switch and or cover for each other).
  - Overtime is paid for all such hours worked in excess of (40) forty hours per week, regardless of the 8/10/12/16 hour shifts.
4. All CRNAs employed by the ECMC are required to work nights and weekends, and will be scheduled any combination of the above assignments to meet the staffing requirements of the Department of Anesthesia, as determined by the VP of Surgical Services, or his/her designee. New CRNAs hired by the Department will be scheduled for night and weekend hours when approved by the VP of Surgical Services. Such assignments shall be equitably distributed. No CRNA will be scheduled to rotate from a day shift assignment to a night shift assignment or vice versa with less than twelve (12) hours of time off between work assignments unless mutually agreed.
5. The work schedule will be made out by the Chief CRNA and approved by the VP of Surgical Services. The schedule will be of one month's duration, and will be posted three (3) weeks prior to the start of the schedule. The number of shifts per pay period will be based on staffing needs and staff requests.
6. An on-call room will be available for the CRNA to use while assigned the overnight shift.

## **APPENDIX “J”**

MEMORANDUM OF AGREEMENT  
BETWEEN THE  
NEW YORK STATE NURSES ASSOCIATION  
AND  
COUNTY OF ERIE  
AND  
ERIE COUNTY MEDICAL CENTER CORPORATION

### **CRNA Coverage for Saturday Trauma Call**

This Memorandum of Agreement replaces the previous MOAs between the parties on the subject of on-call coverage.

This Memorandum of Agreement modifies the collective bargaining agreement (CBA) between the parties dated January 1, 2012 – December 31, 2018. Except as modified herein, the collective bargaining agreement remains in full force and effect.

1. The following constitutes an agreement between the New York State Nurses Association and the Erie County Medical Center covering assignment of on-call and compensation for such “on-call” CRNA’s. This shall remain in effect as a pilot until a new collective bargaining agreement is voted on by the membership. If this pilot is to become permanent and if any changes are made to this pilot this will be subject to the further ratification by the CRNAs.
2. Coverage for Trauma On Call on Saturdays will be one (1) CRNA from 7:00 a.m. – 3:00 p.m.
3. Employees assigned to be on-call receive compensation at the rate of one (1) hour of straight time pay for every four (4) hours of on-call and for each hour or so assigned.
4. In addition to the on-call pay, if an employee in this rotation schedule is called in, he/she shall receive a minimum of three (3) hours call in pay, and all such hours will be paid at one and one half (1.5) times regardless of absences prior to the call in. An employee who is called in within three (3) hours or less prior to the beginning of his/her shift will be paid for actual hours worked prior to his/her regularly scheduled shift.
5. This call will be covered by all CRNAs in a fair and equitable manner.
  - No CRNA will be assigned to trauma call following his/her scheduled 7:00 p.m. – 7:00 a.m. shift.
  - RPT CRNAs will be assigned one half (1/2) the number of on-call shifts as a FT employee.
6. The trauma on-call schedule will be prepared by the CRNA staff following receipt of the planned monthly work schedule. CRNA staff will complete the on-call assignments at least three (3) days in advance of the final approval and posting of both schedules. Assignments will be evenly distributed amongst staff participating in the call requirement. The final trauma call schedule will be reviewed and approved by the Chief CRNA or surgical service management before posting.
7. Any scheduled changes between peers can be made via the Chief CRNA. Any unforeseen occurrence, i.e., sudden illness, will be dealt with by the charge Anesthesiologist.

8. Employees will be issued beepers. If no response is made to a page within fifteen (15) minutes, the employee will be called at home. A list of current contact numbers will be kept at the switchboard.
9. Except in emergency situations, the hospital will give employees a minimum of two (2) weeks' notice if it should be necessary to change the on-call schedule.

## **APPENDIX "K"**

### MEMORANDUM OF AGREEMENT

BETWEEN THE  
NEW YORK STATE NURSES ASSOCIATION  
AND  
ERIE COUNTY MEDICAL CENTER CORPORATION

#### CRNA Wage and Benefit Adjustment

This Memorandum of Agreement modifies the collective bargaining agreement (CBA) between the parties dated January 1, 2012 – December 31, 2018. It addresses specific items. All other benefits shall remain the same as provided in the collective bargaining agreement, as amended.

There is a need to recruit and retain Certified Registered Nurse Anesthetist ("CRNA") staff to maintain staffing and anesthesia coverage for the operating room.

**Wages: Schedule A** - the CRNA wage scale will no longer be listed in Appendix A; instead, reference shall be made to this MOA for wages and increments.

#### **Current:**

New employees with 0 –completion of five (5) years full-time CRNA experience will receive \$146,257.65 annually as starting wage.

The hiring and next step for experienced candidates with six (6) – completion of ten (10) years full-time documented CRNA experience will be \$162,170.92 annually.

The hiring and next step for experienced candidates with eleven (11) years plus full-time documented CRNA experience will be \$166,454.86 annually.

#### **Effective September 1, 2013, increase wage rates by 1.5% as follows:**

New employees with 0 –completion of five (5) years full-time CRNA experience will receive \$148,451.51 annually as starting wage.

The hiring and next step for experienced candidates with six (6) – completion of ten (10) years full-time documented CRNA experience will be \$164,603.48 annually.

The hiring and next step for experienced candidates with eleven (11) years plus full-time documented CRNA experience will be \$168,951.68 annually.

#### **Effective September 1, 2014, increase wage rates by 1.5% as follows:**

New employees with 0 –completion of five (5) years full-time CRNA experience will receive \$150,678.28 annually as starting wage.

The hiring and next step for experienced candidates with six (6) – completion of ten (10) years full-time documented CRNA experience will be \$167,072.52 annually.

The hiring and next step for experienced candidates with eleven (11) years plus full-time documented CRNA experience will be \$171,485.95 annually.

**Effective September 1, 2015, increase wage rates by 2% as follows:**

New employees with 0 –completion of five (5) years full-time CRNA experience will receive \$153,691.85 annually as starting wage.

The hiring and next step for experienced candidates with six (6) – completion of ten (10) years full-time documented CRNA experience will be \$170,413.97 annually.

The hiring and next step for experienced candidates with eleven (11) years plus full-time documented CRNA experience will be \$174,915.67 annually.

**Overtime: Article 8**

All overtime shall be paid at a rate of one and one half (1.5) times for any hours over forty (40) hours in a work week.

**Holidays: Article 11.02 - shall be modified as below:**

Minor holidays worked will be paid at the employee's straight time rate of pay (4 Holidays: Martin Luther King Day; Patriot's Day; Good Friday; Veteran's Day).

Major Holidays worked will be paid at one and one half (1.5) times the employee's hourly rate of pay (6 Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day).

If one of the Major Holidays identified in paragraph B falls on the employee's scheduled day off, such employee will receive eight (8) hours pay at the employee's straight time rate of pay.

The employer will assign holidays equitably to the extent possible.

**Non Salary Benefits:**

**Education Reimbursement and Professional Fees**

Each, full time CRNA will receive reimbursement up to four thousand dollars (\$4,000) for educational expenses and professional fee reimbursement (Medical/Dental Staff annual dues/reappointment fee and AANA membership fees) per year, non-cumulative. Education expenses must be pre-approved by the Vice President of Surgical Services or his designee. Requests for reimbursement for payment of annual dues, reappointment fees, or AANA fees must be submitted on the requisite forms with supporting documentation. This amount shall be prorated for Regular Part Time CRNAs.

ECMC will provide funds for the educational/dues/fees expense account. Employees will follow the established procedures for submission of supportive details and documentation for prior approval and post-course payment. Any request for travel must be pre-approved and in accordance with the ECMCC Policy on Travel. Travel will be limited to travel within the continental United States.

After submission of the required documentation, reimbursement will be within thirty (30) days.

**Health and Dental Benefits**

Health and dental insurance benefits shall be provided to CRNAs as agreed to under the terms of

Article 9 of the Collective Bargaining Agreement (CBA).

**PAID TIME OFF (PTO)**

Effective January 1, 2009, CRNAs will convert to a Benefit Time: Paid Time Off – (A Bank for Compensatory, Vacation, Short Term Sick Time and Personal Leave).

Effective upon ratification of the agreement, PTO for each CRNA shall be accrued based on years of experience as a CRNA as follows:

<u>Years OF EXPERIENCE AS CRNA</u>	PTO Accrual FT	Total Days FT	Max Hours Annual Accrual's
0-10	8.62	28	224
11-15	10.15	33	264
16+	11.08	36	288

<u>Years OF EXPERIENCE AS CRNA</u>	PTO Accrual RPT	Total Days RPT	Max Hours Annual Accrual's
0-10	4.30	14	112
11-15	5.08	16.5	132
16+	5.54	18	144

PTO is available for use subject to the approval of the supervisor. All employees are responsible for maintaining their PTO bank.

The maximum PTO bank balance is one and one half (1.5) times the annual accrual. If the PTO maximum is reached, no additional PTO will accrue until the balance is reduced by using PTO and/or utilizing the PTO sell feature, a copy of which is attached hereto as attachment "A." One time per year, employees may elect to "sell" up to forty (40.0) hours of vacation leave or PTO, provided the employee will have a remaining balance after the sale of eighty (80.0) or more hours.

CRNAs will no longer have a compensatory time option as provided under any terms of the CBA.

CRNAs will no longer have personal leave days as provided in Article 11.03 of the CBA.

CRNAs will not be eligible to participate in clinical ladders.

Sick leave accruals as provided in Article 11.07 of the CBA will cease effective January 1, 2009.

CRNAs will continue to be eligible for long term sick leave as provided in Article 11.07 of the CBA.

All current employees' accrued benefit time (i.e., vacation time, compensatory time, personal leave, and sick leave) will be frozen effective January 1, 2009. This time can be used for future needs. Such accrued leave will be used as PTO, but shall be scheduled in advance subject to the approval of the

supervisor.

CRNA staffing guidelines will dictate number of staff members that may be granted PTO.

# ECMCC PTO/Vacation Sell Request

**Overview:**

Effective October \_\_\_\_, 2008, CRNA employees may request to sell up to forty (40.0) hours of accrued PTO and/or Vacation (Paid Time Off) one (1) time per year. The purpose of this sell provision is in addition to the expectation that employees manage their leave time banks by taking an appropriate amount of PTO/Vacation time off annually for their personal well being and the good of the organization.

**Process:**

- To be eligible, current combined PTO & Vacation balance must be greater than eighty (80) hours for consideration of request.
- Complete & submit the Request form to Human Resources by October. Note: In addition to the payout, employees' may elect to defer part of the payout proceeds into the 457b Deferred Compensation Plan with AIG/VALIC.
- Request is subject to the Senior Vice President and the Vice President of Human Resources review and approval.
- Upon approval, payment will be processed on the first regularly scheduled pay date in November.

Note: PTO/Vacation Sell hours and the associated payment are not reportable for retirement purposes.

\*\*\*\*\*

**Employee Name:** \_\_\_\_\_ **Dept:** \_\_\_\_\_

**I hereby request PTO/Vacation Sell of \_\_\_\_\_ hours (Maximum- 40.0 hours)**

**Time should be deducted from \_\_\_\_\_ Vacation bank \_\_\_\_\_ PTO Bank  
(Select one)**

**I authorize a 457b deduction of \$\_\_\_\_\_ or \_\_\_\_\_% from PTO/Vacation sell proceeds**

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date**

**APPROVALS:**

\_\_\_\_\_  
**Senior Vice President**

\_\_\_\_\_  
**Vice President – Human Resources**

\*\*\*\*\*

**HR Review:** Vacation Balance \_\_\_\_\_ PTO Balance \_\_\_\_\_  
Authorization to process: \_\_\_\_\_ Date: \_\_\_\_\_

**Payroll Review:** Batch \_\_\_\_\_ Total Hrs \_\_\_\_\_ Deduction Override \_\_\_\_\_

## **APPENDIX "L"**

MEMORANDUM OF AGREEMENT  
BETWEEN THE  
NEW YORK STATE NURSES ASSOCIATION  
AND  
COUNTY OF ERIE  
And  
ERIE COUNTY MEDICAL CENTER CORPORATION

(Per Diem Registered Nurse Agreement)

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2012 – December 31, 2018. Except as modified herein, the collective bargaining agreement remains in full force and effect.

1. A new title of Registered Nurse ECMC - (Per Diem) will be created for use in supplementing the staff and insuring an adequate and efficient means of supplementing staff in providing professional services.
2. Persons appointed to these positions will be employees of ECMC and members of the NYSNA bargaining unit.
3. Per Diem registered nurses will not be assigned "on-call" responsibilities.
4. Per Diem RNs will have no guaranteed hours of work and when scheduled will be subject to being cancelled up until one (1) hour before the beginning of their scheduled shift. A Per Diem may be scheduled to work the hours of an employee on a leave of absence for up to three (3) months. This time may be extended by mutual agreement to six (6) months. Per Diem employees will not be utilized in such a manner as to continually avoid filling full-time, regular part-time or part-time positions.
5. It is understood that these employees will have the right to refuse to work if called. However, if contacted, an employee must work at least one (1) weekend every two (2) months and one (1) holiday offered. Furthermore, ECMC will not be required to contact persons in any pre-set order.
6. Per Diem registered nurses will receive an orientation and will have their competencies validated.
7. Per Diem registered nurses with less than four (4) years of verifiable experience will be paid twenty-five dollars (\$25.00) per hour for hour worked. Per Diem registered nurses with more than four (4) years of verifiable experience will be paid twenty-eight dollars (\$28.00) per hour for each hour worked.

Effective January 1, 2009, Per Diem registered nurses shall be paid thirty-five dollars (\$35.00) per hour for each hour worked. Effective the same pay period as the 2015

general increase Per Diem registered nurses shall be paid thirty-six dollar (\$36.00) per hour for each hour worked.

8. Per Diem registered nurses will have no benefits set forth in the Collective Bargaining Agreement between the County of Erie/Erie County Medical Center and New York State Nurses Association except as specifically set forth as follows:
  - a. Seniority -- one-half (1/2) month for each month during which at least one (1) shift is worked.
  - b. Job posting.
  - c. Payment at the rate of time and one-half (1 ½) the regular hourly rate of pay for each shift worked on the holidays of New Year's Day, Thanksgiving, and Christmas.
  - d. Access to the grievance procedure for any suspension without pay or discharge or for any issues set forth in paragraph 7 or 8 of this Agreement. The just cause standard applies as set forth in Section 14.01 of the Collective Bargaining Agreement.
  - e. Per Diem registered nurses may be assigned as Charge Nurse in accordance with Section 7.06 provided they are qualified and have previous charge nurse experience.
  - f. Per Diem registered nurses may be assigned as preceptor and receive the preceptor differential (Section 10.03) provided they have attended the preceptor educational training provided and can work the hours of the orientee they are assigned.
9. If an incumbent FT/RPT/PT employee changes his/her status to Per Diem said employee shall receive payment for any and all accrued benefit time (Holiday, Vacation, Compensatory, etc.), except personal and sick time at the time of the status change. However, accrued sick time shall remain in the bank in accordance with Section 11.07 Sick Leave. Said employee may not utilize any sick time in his/her bank while the employee remains a Per Diem employee. Such Per Diem employees may utilize accrued sick time if the employee returns to FT/RPT status within ten (10) years of his/her switch to Per Diem status.

This Subsection (9) does not apply to current retirees of Erie County who may be working as a Per Diem Registered Nurse.

## **APPENDIX "M"**

MEMORANDUM OF AGREEMENT  
BETWEEN THE  
NEW YORK STATE NURSES ASSOCIATION  
AND  
COUNTY OF ERIE  
And  
ERIE COUNTY MEDICAL CENTER CORPORATION

(Agency Registered Nurse Program)

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2012 – December 31, 2018. Except as modified herein, the collective bargaining agreement remains in full force and effect.

Every effort shall be made by the Employer to adequately staff nursing units before resorting to the use of Agency nurses.

Agency nurses shall have sufficient Hospital/Nursing Home orientation to the unit to which they are assigned to meet minimum standards/requirements of that unit.

The use of Agency nurses shall in no way disadvantage bargaining unit nurses including, but not limited to, resulting in Hospital/Nursing Home-employed nurses working extra weekends or holidays that the Hospital/Nursing Home nurses to lose the opportunity to work extra weekends, holidays and/or overtime should they desire to do so. Regular Hospital and Nursing Home staff may sign up for extra shifts as per current practice. Nursing managers will post a needs list for vacant shifts two (2) weeks before the date the schedule is posted. Regular Hospital and Nursing Home staff will be able to sign up for vacancies for the first week. However, if no regular employee volunteers for an open shift or shifts during this one week time frame, remaining open shifts may be assigned to an agency registered nurse. Once an agency registered nurse is scheduled to work such shift or shifts the agency nurse will not be displaced from the shift or shifts by any regular employee seeking to work the same shift or shifts.

The use of Agency nurses shall not in any way displace a Hospital/Nursing Home nurse or result in a decrease in hours of Hospital/Nursing Home nurses who wish to work, nor shall the use of Agency nurses result in a Hospital/Nursing Home nurse being floated out of his/her regularly assigned unit while an Agency nurse is assigned to work on the covered employee's assigned unit.

The parties will review utilization and discuss the Agency Registered Nurse Program in the Labor Management Committee.

## **APPENDIX "N"**

MEMORANDUM OF AGREEMENT  
BETWEEN THE  
NEW YORK STATE NURSES ASSOCIATION  
AND  
COUNTY OF ERIE  
And  
ERIE COUNTY MEDICAL CENTER CORPORATION

Effective January 1, 2009

(Registered Nurse On-Call Coverage - SANE)

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2012 – December 31, 2018. Except as modified herein, the collective bargaining agreement remains in full force and effect.

1. The following constitutes an agreement between the New York State Nurses Association ("NYSNA") and the Erie County Medical Center Corporation ("ECMCC") covering compensation for "on-call Sexual Assault Nurse Examiners (SANE) nurses."
2. Employees with SANE credentialing, with a signed certificate of completion signed by the SANE Coordinator, who are assigned to be on-call for the care of victims alleging sexual assault shall receive compensation as follows:
  - a. There will be an on-call schedule for coverage, as needed, to cover the care needs of victims alleging sexual assault. On-call hours Monday-Friday will be 3:00 p.m. to 7:00 a.m. and other times as determined by the Manager/designee with notification to NYSNA. Saturday-Sunday on-call hours will be Saturday 7:00 a.m. to Sunday 7:00 a.m. and Sunday 7:00 a.m. to Monday 7:00 a.m. Holiday on-call hours will be 7:00 a.m. on the day of the holiday, until 7:00 a.m. the following day. These on-call hours shall be compensated at the rate of one (1) hour of straight time pay for every four (4) hours of on-call and for each hour so assigned. The employee will not be required to provide care to other Emergency Department (ED) patients that are not alleged victims of sexual assault. In addition to the on-call pay, if an employee in this rotation schedule is called in, he/she shall receive a minimum of three (3) hours call in pay and all such hours will be paid at double time (2x) regardless of absences prior to the call-in.
3. The on-call schedule will be made out by the ED Unit Manager/designee. If an insufficient number of employees volunteer to provide coverage, a nurse will be assigned.
4. All SANE credentialed registered nurses assigned to the ED will be required to take call. This Agreement does not preclude other SANE credentialed medical staff who are contracted through ECMCC from taking call. The SANE on-call will be distributed equitably; therefore, every SANE credentialed registered nurse will have an on-call

assignment before beginning the cycle again. Employees may volunteer for more on-call assignments, if they so desire.

5. Any schedule changes between peers can be made via the ED Unit Manager. Any unforeseen occurrence, i.e., sudden illness, will be dealt with via the Nursing Office.
6. The on-call nurse will be called by the ED Unit Manager or Charge Nurse/designee. Employees will be issued pagers and will report to the ED within sixty (60) minutes of receiving the page. If no response is made to a page within fifteen (15) minutes, the ED Unit Manager or Charge Nurse/designee will call the employee at home. The employee is required to provide the Nursing Office with a current telephone number.
7. Except in emergency situations, the Hospital will give employees a minimum of two (2) weeks' notice should it be necessary to change the on-call schedule.
8. The SANE nurse must submit appropriate overtime forms to the Unit Manager to insure prompt payment.
9. On-call assignments will be posted in the Nursing Office and ED with the work schedule.
10. It is the assigned employee's responsibility to furnish an on-call coverage substitute should the assigned employee be unable to fulfill his/her commitment. This change in assignment will be communicated to the Nursing Office at the earliest possible time. Failure to respond to on-call will result in forfeiture of on-call compensation and may result in disciplinary action.
11. It is understood that this sets no precedence for the responsibility of replacement in any other areas or situation for the County.

## **APPENDIX "O"**

MEMORANDUM OF AGREEMENT  
BETWEEN THE  
NEW YORK STATE NURSES ASSOCIATION  
AND  
COUNTY OF ERIE  
And  
ERIE COUNTY MEDICAL CENTER CORPORATION

(Adjunct Educator Pay)

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2012 – December 31, 2018. Except as modified herein, the collective bargaining agreement remains in full force and effect.

The following constitutes an agreement between the New York State Nurses Association (NYSNA), Erie County Medical Center Corp. (ECMCC) and Erie County concerning the Adjunct Educator Program. The Adjunct Educator program is a partnership with colleges and universities and the Erie County Medical Center Corporation to enhance student nurse education by providing didactic and/or clinical support and staff Registered Nurse preceptors within the facility.

1. In order to participate in ECMCC's Adjunct Educator Program, an RN must have successfully completed ECMCC's preceptor training program. In addition, he/she will have completed the orientation provided by the college or university and the expectations of that particular school of nursing regarding programming and accountabilities. Attendance at any required in-service pertaining to this program shall be on paid work time.
2. ECMCC will determine the number of participants in the program dependent upon the number of students and colleges and/or universities participating. Each staff registered nurse participating in the Adjunct Educator Program will be assigned a maximum of two (2) students.
3. ECMCC will select from among RN volunteers for the program. Selection for the program will be based upon competency, communication skills, good standing and shift-specific need.
4. Staff RNs assigned as adjunct educators will be paid three dollars (\$3.00) per hour ("adjunct educator pay") for all hours worked related to the provision of adjunct education, training and activities, as assigned by the Unit Manager. Payment will be made at the conclusion of the program. Effective January 1, 2009, this amount will increase to five dollars (\$5.00) per hour.
5. RNs who do not complete the education, training and activities required by the program will not receive adjunct educator pay. Staff RNs serving as adjunct educators will complete student evaluations and confer as needed with the school of nursing faculty regarding the student nurse's progress.
6. The program will be unit based.
7. Once selected, participation in the program will rotate by seniority within the participating unit(s).

## **APPENDIX “P”**

MEMORANDUM OF AGREEMENT  
BETWEEN THE  
NEW YORK STATE NURSES ASSOCIATION  
AND  
COUNTY OF ERIE  
And  
ERIE COUNTY MEDICAL CENTER CORPORATION

(NYSNA Vacation Accruals)

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated January 1, 2012 – December 31, 2018. Except as modified herein, the collective bargaining agreement remains in full force and effect.

The employer, ECMCC, and union, NYSNA, reserve the right to review employees who come forward claiming they have not been able to schedule their vacation time and thus will begin to lose accruals. In these cases the parties agree that should the vacation time have been denied at no fault of the employee (timely requests during the appropriate periods), the parties may extend the time in which the employee may use up to forty (40) hours of time for up to ninety (90) days from the date the maximum accrual is reached or allow a buyback of the appropriate amount of hours, up to forty (40), at the employer’s discretion. Employees to whom this applies would be credited back for any missed accruals during the extension period. This agreement does not apply to employees who are out on medical leave of absence.

## **APPENDIX “Q”**

MEMORANDUM OF AGREEMENT  
BETWEEN THE  
NEW YORK STATE NURSES ASSOCIATION  
AND  
ERIE COUNTY MEDICAL CENTER CORPORATION

### Clinical Ladder Program

ECMCC will establish a clinical ladder program, additional details of the program will be supplied in the policy on clinical ladder. Some elements include:

The Clinical pathways includes clinical ladder, educational, and administrative pathways.

For levels I and II, the pathway is defined as clinical. Tracks for the transition to advanced clinical, educational or administrative are developed for levels III, IV, and V.

Core requirements for Clinical Ladder Pathway are:

1. Registered Nurse working in a bargaining unit position.
2. Formal Written request to enter/advance into clinical ladder pathway.
3. Review Board approval.

All RN staff that meet the core requirements may apply to the clinical ladder program. RN candidates must have successfully completed the initial six (6) month probationary period and have two years clinical nursing experience.

An RN may advance one level every two (2) years. Two thousand-eight hours (2080) is equivalent to one year with the nursing department.

Eligible RNs may not have any disciplinary action at the time of the initial appointment to applicable clinical ladder rung. Review of any disciplines will be reviewed by the Board at the time of reappointment/application to the next rung.

A decision board comprised of six (6) members shall review the application requirements and application process annually. The same committee shall meet quarterly to review all applications. A quorum of each group of representatives, bargaining unit and hospital must be present at all meetings. The committee will be jointly chaired by the bargaining unit representative and nursing administration representative.

The six (6) members will be:

2VP/ADON

1HR Representative

3 NYSNA Representatives

Additionally:

1 Sr. VP of Nursing, in case of tie-breaker to be alternated with the NYSNA LBU Chairperson

1 NYSNA Representative Alternate

1 ECMCC Representative Alternate

The financial incentive for those who participate in the clinical ladder are the following annual amounts added (to be paid by pay period):

Level III	\$1600
Level IV	\$2000
Level V	\$2500

Additional information is provided in the procedure for clinical ladder application packet.

## APPENDIX “R”

Last Name	First Name
Adams	Gloria
Arquette	Teresa
Ball	Diane
Beauchamp	Sandra
Bethge	Jodi
Brock	Carole
Bruno	Kathy
Colomaio	Rosemarie
Desu	Nancy
Hearon	David
Jaje	Cynthia
Kajtoch	Susan
Kuebler	Nancy
Lakso	Madonna
Mailloux	Justine
Oddo	Donna
Palma	Patricia
Rivers	Rita
Roland	Lynnette
Schmidt	Cameron
Schwab	Linda
Valachos	Mary
Wakeley	Judith
Wells	Lisa
Whitehead	Lynn
Wrobel	Linda
Zoltak	Lisa

Eligibility is determined by Article 9.01 Health Insurance #8.