

Agreement

between

Union Occupational Health Center

and

**Communications Workers of America
AFL - CIO**



From: January 1, 2010 To: January 1, 2013

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ARTICLE 1

AGREEMENT

This Agreement made and entered into this 1st day of January, 2010 by and between Union Occupational Health Center, hereinafter referred to as the "Employer" and the Communications Workers of America, hereinafter referred to as the "Union."

ARTICLE 2

RESPONSIBLE UNION-MANAGEMENT RELATIONSHIP

The Employer and the Union recognize that it is in the best interests of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Employer and the Union and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees covered by this contract. Each party shall bring to the attention of all employees covered by this contract, including new hires, their purposes to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to insure adherence to this purpose.

ARTICLE 3

RECOGNITION

The Employer hereby recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all of its employees.

Exceptions to Section 1 are the Executive Director, Medical Director, Executive Assistant and Clinic Coordinator.

ARTICLE 4

DUES DEDUCTION

Section 1. The Employer agrees that upon receipt of an individual written request in a form approved by the Union and signed by an employee covered by this Agreement, the Employer will deduct twenty-six (26) times per year from such employee's wages one-half (1/2) of the amount of monthly Union dues specified in such request, plus an initiation fee not to exceed \$25.00 in a single deduction, and forward the full amount thus deducted to the Secretary-Treasurer of the Union or his/her authorized agent as directed. The request may be revoked by the employee at any time upon their written request to the Employer, and such request should be directed to the appropriate Employer representative.

Section 2. In general, dues deductions will be made or revoked in designated pay periods in the current payroll for properly executed dues deductions authorizations or revocations received by the appropriate Employer representative on or before the last day of the previous payroll period. However, the Employer assumes no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions, but will correct any errors made in making such deductions in the payroll period following notice of such errors. The Union further agrees to hold the Employer harmless for any and all claims arising out of claims under this Article.

Section 3. The Employer agrees to make payroll deductions of Union dues and one (1) initiation fee when authorized to do so by the employee on a form as set forth below in an amount

certified to the Employer by the Secretary-Treasurer of the Union and to pay over to the Secretary-Treasurer of the Union any amounts so deducted. Changes in the amount of monthly dues or the amount of the initiation fee will be certified to the Employer at least sixty (60) calendar days prior to the requested change.

ARTICLE 5

UNION REPRESENTATION

Section 1. The Union may select, from employees in the bargaining unit, Union Stewards, for the purpose of handling grievances or other legitimate Union business.

Section 2. The Union shall furnish to the Employer the names of designated union representatives. Whenever there is a change in representatives, the Union shall give written notice to the Employer.

Section 3. Stewards shall restrict their activities to the handling of grievances or other legitimate Union business, and in this connection, shall be provided a reasonable amount of time for this purpose.

Section 4. Stewards shall be required to obtain approval from their immediate supervisor to leave their work stations or to take time to investigate and adjust grievances. Where practical, such approval shall be granted without unreasonable delay. It shall be understood that a Steward shall report back to his/her work station promptly after the completion of Union business.

Section 5. In the interests of the efficient and orderly conduct of business and the economical use of time, the following activities shall not be conducted on Health Center paid time of any bargaining unit employee:

- (a) activities connected with the internal management of the Union;

- (b) collection of dues or other assessments;
- (c) campaigning for Union office;
- (d) distribution of literature.

Section 6. When an employee covered by this Agreement is interviewed by any representative of the Employer when the result of such interview could be discipline, the employee will be informed, and if the employee requests they may have a Union representative present during such interview. It is understood that the Union representative shall not interfere with the Employer representatives interview or investigation.

ARTICLE 6

ACCESS - UNION REPRESENTATIVES

Designated Union Representatives will have reasonable access to the Employer's premise for the purpose of conferring with Union members and management with reasonable notice, however the employer must be notified in advance as to the member being conferred with and the purpose of the visit.

ARTICLE 7

PROBATIONARY PERIOD

New regular full-time, regular part-time, and part-time employees shall be probationary for a period of ninety (90) calendar days following their date of hire inclusive of the orientation period. The Employer may at its option extend the probationary period by thirty (30) calendar days by giving notice of extension in writing to the employee prior to the expiration of the ninety (90) calendar day probationary period. During the probationary period or any extension thereof the Employer may discipline, or discharge, a probationary employee without recourse to this

Agreement.

ARTICLE 8

CATEGORIES OF EMPLOYEES

Section 1. A regular full-time employee is defined as one who is regularly scheduled to work thirty-seven and one-half (37 1/2) hours in a work week.

Section 2. A regular part-time employee is defined as one who is regularly scheduled to work less than thirty-seven and one half (37 1/2) hours but twenty (20) or more hours in a work week.

Section 3. A part-time employee is defined as one who is regularly scheduled to work less than twenty (20) hours but some number of hours in each work week.

Section 4. A temporary employee is an employee hired for a specific job of limited duration not exceeding six (6) months.

Section 5. The Employer shall provide the local Union, on a monthly basis, a list of all new hired employees and additions to the bargaining unit, a list of terminations and deletions to the bargaining unit list by employee name in the bargaining unit and list of bargaining unit employees on disability leave of absence, inclusive of beginning and end dates.

ARTICLE 9

HOURS OF WORK AND OVERTIME

Section 1. The work week for all employees covered by this Agreement will begin at 12:01 a.m. on Sunday each week and end the following Saturday at 12:00 midnight.

Section 2. The normal work week of regular full-time employees will consist of five (5) days of seven and one half (7 1/2) hours each with a paid one half (1/2) hour meal period.

Section 3. Due to the nature of the work performed by the Employer as an institution which provides service to patients, all work assignments will be established in the best interest of the patients and in accordance with existing assignment practices. It is understood that as needs change, the work assignment may also change.

Section 4. It is understood that because of the nature of the work, it may be necessary to assign employees to work in the evening, on weekends, and on holidays. The supervisor will explain the employees working hours to them to assure there is no misunderstanding. Sunday and holiday work will be on a voluntary basis only.

Section 5. Each employee shall be given a fifteen (15) minute rest period, with pay, at natural breakpoints in work operations near the midpoint of the first one-half (1/2) of their shift and the second one-half (1/2) of their shift.

Section 6. Each employee shall have a thirty (30) minute paid break at the midpoint of their shift for lunch.

It is understood that due to patient load, there will be times when rest periods cannot be taken, however, employees shall be allowed such periods for rest when conditions allow and employees will be paid for missed lunch breaks.

Section 7. Overtime must be authorized in advance by the appropriate supervisor.

Section 8. Overtime shall be paid to all non-exempt employees covered by this Agreement.

Section 9. Time worked shall be recorded by the employees on a form provided by the employer and at a location to be specified by the employer.

ARTICLE 10

VACATIONS

Section 1. All regular full-time employees shall be granted annual vacations with pay in accordance with the following schedule. Such vacation is to be taken during each year, at a time mutually agreeable to both the Employer and the employee.

Section 2. Employee preference for vacation time shall be given consideration whenever possible. Any conflict over such preference shall be resolved by bargaining unit seniority.

Section 3. Vacations shall be taken in a minimum of one (1) week increments.

<u>Length of Service</u>	<u>Length of Vacation</u>
6 months but less than 1 year	One Week
1 year but less than 3 years	Two Weeks
3 years but less than 6 years	Three Weeks
6 years or more	Four Weeks

The employee's hiring date will be the date used in determining the amount of vacation that the employee is entitled to.

Section 4. Notice of layoff or discharge, except for misappropriation of funds, shall not be given during the vacation period.

Section 5. Any employee discharged for just cause shall be given accrued vacation pay except where such discharge is for misappropriation of funds.

Section 6. Employees who quit or resign without proper two week notice shall forfeit accrued vacation pay.

Section 7. Employees whose continuous active service is interrupted by leave of absence,

paid or unpaid, or by illness or injury (regardless of whether or not it is covered by New York State Disability Insurance or Workers' Compensation) for periods in excess of ninety (90) work days in a calendar year shall be eligible for vacation on a prorated basis for time actually worked.

Section 8. Vacation pay is calculated at the employee's regular basic rate of pay as of the date the given vacation is taken.

Section 9. Vacation checks are distributed in the same manner as regular checks unless special arrangements are made with the Payroll Department. However, vacation pay will be given on the pay day immediately preceding the start of an-employee's vacation if the vacation period is of at least one (1) week's duration and the employee submits a written request to their supervisor for advance vacation pay at least thirty (30) calendar days before the vacation is to start.

Section 10. Paid vacation shall be granted to regular part-time employees who work 20 hours or more per week. The same provisions applicable to regular full-time employees, shall apply and paid vacation for regular part-time employees shall be pro-rated according to the number of hours worked.

Section 11. Separate checks shall be issued to cover vacation pay at layoff or termination. The check stub will specify the dates to which the vacation pay is allocated. These vacation checks shall be furnished to the affected employees within thirty (30) calendar days after termination or layoff.

Section 12. Employees, at their discretion, may elect to take payment for unused vacation in a calendar year, upon notification by December 1st of that year.

Payment will be made, by separate check, during the last payroll period.

Employees will also be allowed, at their discretion, to carry unused vacation days into the

following year. A maximum of ten (10) days will be allowed to be carried over. Time in excess of ten days will be paid involuntarily during the last pay period of that year.

ARTICLE 11

HOLIDAYS

Section 1. Full-time and regular part-time employees are eligible for the following thirteen (13) paid holidays:

New Year's Day

Martin Luther King Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Eve

Christmas Day

New Years Eve Day

New Section 2. Employees will be scheduled to work a half day on Election Day, but will be compensated for a full day.

Section 3. Wherever a holiday falls on a Sunday, it shall be observed on the following

Monday. When it falls on a Saturday, it shall be observed on the preceding Friday.

Section 4. Employees who are laid-off, prior to the week of a holiday or return to work the week of a holiday, will be paid for such holiday. Employees on sick leave, the day before or after a holiday will not receive holiday pay unless a satisfactory excuse is presented to the Employer.

Section 5. Full-time and regular part-time employees shall not be eligible for holiday pay occurring before completing sixty (60) calendar days of employment. Temporary employees, both full-time and regular part-time, shall not be eligible for paid holidays regardless of their length of continuous employment.

Section 6. Holidays shall not be paid if an employee is on paid or unpaid sick leave, unpaid leave of absence, New York State Disability Insurance, or Workers' Compensation when the holiday occurs during such absence.

Section 7. Eligible regular part-time employees will receive holiday pay on a pro-rated basis.

Pro-rated holiday pay shall be equivalent to one-fifth (1/5) of the employee's regular weekly schedule of hours multiplied by their hourly rate of pay,

Section 8. If the holiday falls on a normally scheduled workday, the employee will be paid for the full day.

ARTICLE 12 PERSONAL DAYS

Section 1. All full-time employees are eligible for three (3) personal days during their first year of employment. Four (4) personal days during their second year of employment and five (5) personal days during their third year of employment.

Regular part-time employees will receive personal days on a pro-rated basis using the

formula in Article 11, Section 6.

Section 2. Personal days shall be scheduled with a minimum of twenty-four (24) hours' advance notice to the appropriate supervisor or department head. Employees are encouraged to provide as much advance notice as possible.

Section 3. Personal days not used by the end of the year shall be added to the employees' accumulated sick days.

ARTICLE 13

SICK LEAVE

Section 1. Regular full-time and regular part-time employees shall accumulate one (1) work day of paid sick leave for each calendar month of continuous employment. Sick leave will be earned only during a calendar month in which the employee has been at work at least two (2) full weeks.

During an employee's first six (6) months of employment the employee will accumulate sick days, but will not receive paid sick days until they have completed six (6) calendar months of continuous employment.

Accrued sick days shall accumulate from year to year up to a maximum of twenty (26) weeks (130 working days).

Section 2. No more than twelve (12) days of an employee's accumulated sick days may be used during each calendar year for absences due to illness or injury not covered by New York State Disability Insurance.

Section 3. An employee, however, may use any amount of accumulated sick days for absences during the first seven (7) calendar days (five (5) working days) of any illness or injury for which the employee qualifies for and received New York State Disability Insurance payments or

Workers Compensation payments. Such pay shall be paid at the employee's regular rate. Pay for sick days for regular part-time employees shall be on a pro-rated basis using the formula in Article 11, Section 6.

Section 4. The payment for all other sick days shall be made only if the employee has applied and is eligible for benefits under New York State Disability Insurance and Workers' Compensation, In such cases the Employer shall pay the difference between the employee's regular basic rate of pay and the actual amount paid to the employee under New York State Disability Insurance or Workers' Compensation, up to the limit of the employee's accumulated sick days and for so long as the insurance carrier continues disability insurance or compensation payments.

- (a) One (1) day for each day paid for by the Employer where the illness or injury is not covered by New York State Disability Insurance or Workers' Compensation due to the waiting period, as in a day taken under Section 2 above.
- (b) One-half (1/2) day for each paid for jointly by the Employer and New York State Disability Insurance.
- (c) One-third (1/3) day for each day paid for jointly by the Employer and Workers' Compensation.

Section 5. Accumulated paid sick days are agreed to for the purpose of protecting the income of an employee when ill or injured and unable to work. Sick days may be used for illness of family members. Accumulated sick days are not payable to an employee upon termination of their employment for any reason.

Section 6. A regular part-time employee shall be eligible to accumulate and use sick days on the same basis as a regular full-time employee.

Full or partial sick days shall be earned by regular part-time employees on a pro-rated basis, equivalent to one-fifth (1/5) of the employee's regular weekly schedule of hours, multiplied by their basic hourly rate of pay.

Upon change in status from regular full-time to regular part-time or vice versa, an employee shall retain their accumulated sick days.

Section 7. Employees are expected to notify their immediate supervisor of illness or injury, at least one hour prior to the employee's scheduled starting.

ARTICLE 14

LEAVE OF ABSENCE

Section 1. Leaves of absence without pay but with continuing seniority shall be granted in the event an employee is elected as a full-time representative of the Union or to act as delegate to an International Union of AFL-CIO Convention or for official union business, upon written request from the Union.

Section 2. The Employer may grant a written request for a leave of absence for a period up to four (4) months to any employee having less than one (1) year seniority. Employees having more than one (1) year seniority are entitled to a leave of up to six (6) months by mutual agreement. A request for a leave of absence shall not be unreasonably denied.

Section 3. Every attempt will be made to place an employee in her/his original position upon return from leave of absence. In the event the employee's original position is not available, the employee shall be offered any vacancy in their job title, or any other vacancy for which they are qualified. If no vacancy is available, the employee shall be placed on layoff.

Section 4. An employee who gives birth (or whose spouse gives birth) to a child shall be

entitled to a parental leave. In the case-of an employee who gives birth, the duration of such leave in combination with the period of disability shall not exceed six (6) months. In the case of an employee whose spouse gives birth, such leave shall commence with the date of delivery and shall not exceed three (3) months.

An employee who adopts a child shall be entitled to a leave not to exceed six (6) months.

ARTICLE 15

BEREAVEMENT LEAVE

Section 1. All regular full-time employees who have completed probation will be excused from work with pay for three (3) scheduled working days (except out of town funerals over 400 miles from Buffalo shall be up to a maximum of five (5) scheduled working days) during the accepted and normal period of bereavement, in the event of the death of a spouse, child, brother, sister, parents, step-parents, step-brother, step-sister, step-child or children, grandparents, mother-in-law, father-in-law, or brother/sister-in-law.

Section 2. Regular part-time employees shall also be granted bereavement leave with pay, subject to the definitions described in Section 1 of this Article.

ARTICLE 16

MILITARY LEAVE

Section 1. Leaves of absence shall be granted to all regular employees entering active duty of the Armed Forces of the United States in accordance with prevailing statutes. Regular employees entering active duty in the Armed Forces of the United States, will be given the

vacation to which they are entitled under the terms of this contract. If such employees do not elect to take their vacation before leaving they will be paid an allowance in cash equal to and in lieu of any vacation which is due.

An employee ordered to annual active duty training with the National Guard or Reserves for two (2) weeks or more and who loses time from work as a result, will be paid the difference between their regular basic rate of pay and their lower military training pay, for up to thirty (30) days in a calendar year.

ARTICLE 17

JURY DUTY

Section 1. In the event any employee is required to serve jury duty, the Employer shall compensate the employee for the difference between their regular normal earnings and their jury fees for a period not to exceed thirty (30) days during a calendar year.

Section 2. Regular part-time employees shall also be on a prorated basis.

Section 3. Employees to be eligible for pay will notify their immediate supervisor immediately upon receipt of the jury duty notice. Employees will cooperate with the Health Center in seeking exemption or rescheduling of jury duty whenever in the judgment of the Health Center it is necessary.

ARTICLE 18

HEALTH INSURANCE

Section 1. The Employer will make available to regular full-time and regular part-time employees a paid health and dental insurance coverage at no cost to the employee.

Section 2. Blue Cross/Blue Shield coverage. This coverage shall include major medical coverage (\$500.00 deductible), a prescription drug rider (with a \$7.00 co-pay) and shall be a plan acceptable to the Union. This coverage shall include a family coverage at the employee's option. In no case shall family coverage be duplicated in the event the employee's spouse provides family coverage under his or her contract. When it becomes necessary for an employee to use their major medical coverage, they will be responsible to pay the first \$150.00. The remaining amount up to \$350.00 will be reimbursed to the employee by the Employer upon receipt of a copy of "Notice of Payment" from Blue Cross.

Section 3. Employees eligible for paid medical coverage may waive coverage and receive cash payment in lieu of the benefit. To waive such benefit an employee need only submit a request in writing indicating they wish to receive the cash payment. The cash benefit will become effective the following month. Employees waiving family coverage will receive \$150 per month and employees waiving single coverage will receive \$55 per month.

The benefit will be calculated and paid in two payments during the 12th and 25th payroll period. Be aware that a waiver of benefits can only be withdrawn during the open enrollment period or if you lose your alternate source of medical coverage.

ARTICLE 19

LIFE INSURANCE

The Employer shall provide, without cost to the employee, group life insurance in the amount of one (1) year's salary to the nearest one thousand dollars on the lives of regular full-time and regular part-time employees having 6 months or more of continuous employment.

ARTICLE 20

RETIREMENT PLAN

Section 1. All full time and regular part-time employees will be eligible to participate in a 403(b) pension plan after completing one year of service. The Employer will contribute 7 percent (7%) of employee gross salary excluding overtime annually.

Section 2. A six year graduated schedule will allow workers to become 20 percent vested after two years and to vest at a rate of 20 percent each year thereafter until they are 100 percent vested after six years of service.

ARTICLE 21

SAVINGS PLAN

The Employer shall provide for payroll deductions for a savings plan or Credit Union.

ARTICLE 22

EDUCATIONAL PROGRAMS

The Employer at its discretion shall cover the cost of educational programs that are related to the work of the employee.

ARTICLE 23

MALPRACTICE INSURANCE

The cost of malpractice insurance will be paid by the Employer for those employees where this type of coverage is appropriate.

ARTICLE 24

CONTRACTING OUT-WORK

The Employer will not contract out work which has traditionally been assigned to the bargaining unit.

ARTICLE 25

MANAGEMENT RIGHTS

Section 1. The Employer retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, the method, process and means used in operating its business and service, and to control buildings, real estate, materials, parts, tools, machinery, and all equipment which may be used in the operations of its business or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend, and discharge employees for just cause; to hire, layoff, assign, transfer, promote, and determine the qualifications of the employees; all of the foregoing subject only to such regulations governing the exercise of these rights as are expressly provided for in this Agreement.

Section 2. The foregoing rights are not all-inclusive, but indicate the types of matters or rights which are inherent to the Employer. The Employer retains all rights, powers, and authority enjoyed prior to entering this Agreement, except as expressly and specifically abridged, delegated, granted, or modified by this Agreement.

ARTICLE 26

EMPLOYER POLICIES

Due to the complexity of the Employer's operation it is understood by the parties that they have not covered every aspect of hours, wages and working conditions in this Agreement which may have an effect on employees in the bargaining unit. The parties hereby acknowledge that the Employer had policies in effect at the time of signing this Agreement. These policies, to the extent they are not inconsistent with specific provisions of this Agreement, will continue to apply to bargaining unit employees.

ARTICLE 27

SENIORITY

Section 1. Employees shall acquire seniority beginning with their date of hire.

Section 2. In the event of a layoff, employees shall be laid-off in inverse order of seniority within their job title. Recall shall be by seniority within the job title.

Section 3. Seniority rights shall be lost when an employee:

- (a) resigns or quits;
- (b) is discharged for just cause;
- (c) refuses a recall from layoff or fails to report from a recall within fourteen (14) calendar days;
- (d) fails to report to work on the date agreed upon for return from a leave of absence;
- (e) engages in other employment while on leave of absence, this shall be considered a voluntary quit effective on the first date of such employment;
- (f) is laid off for a period of twenty four months.

Section 4. Seniority will not continue to accumulate while an employee is laid off.

Section 5. Recalls from layoff will be by certified mail to the employees last known address, and will give the employee fourteen (14), calendar days to respond to such notification in writing, signature attached.

Section 6. In the event it is necessary to lay off employees covered by this Agreement, the Union shall be notified prior to notification to the employee.

ARTICLE 28

UNION SECURITY

Each employee hired on or after the execution date of this Agreement, as a condition of continued employment, shall become and remain a member of the Union beginning with the thirty-first (31st) day following the date of employment. For existing employees, such conditions shall commence thirty-one (31) days following date of execution of this Agreement. The foregoing does not apply to temporary employees.

ARTICLE 29

NO STRIKE NO LOCKOUT

Section 1. It is agreed by and between the parties hereto that there will be no concerted failure to report to work, cessation or interruption of work, slowdown, strike, picketing, or lockout during the term of the Agreement.

Section 2. No officer or representative of the Union shall authorize, instigate, aid or condone such activity, nor shall any employee participate in such activity. In the event any employee or group of employees covered by this Agreement shall participate in any such unauthorized strike, slowdown, work stoppage, or picketing, the Union agrees that immediately after being notified by the Health Center, it will direct such employee or group of employees to

resume work and will take effective means to terminate such unauthorized conduct including the issuance of a notice of the effect that such conduct is neither authorized nor approved by the Union or its officers.

ARTICLE 30

DISCIPLINE/DISCHARGE

Section 1. Employees who have completed their probationary period shall only be disciplined or discharged for just cause, and any dispute with respect thereto shall be taken up in accordance with the grievance procedure.

Section 2. The Union President shall be notified, in writing, of any discharge at the time it is made and the name of the discharged person.

Section 3. When it becomes necessary for Management to discipline or discharge an employee, such disciplinary action shall be carried out as follows:

1 . VERBAL WARNING

In the first instance, the supervisor will try to correct the employee through discussion. When such discussion constitutes this first step of the disciplinary procedure, the employee will be so advised by the supervisor. A written record will be made and copies given to the employee and the employee's union representative.

2. WRITTEN WARNING

Should the employee again commit the offense, the supervisor shall explore the nature of the employee's problem and endeavor to correct the employee. A written record will be made and copies will be given to the employee and the employee's union representative.

3. FINAL WARNING

Should the employee again commit the same offense, the employee will become subject to disciplinary action. However, before any disciplinary action becomes effective, the case will be reviewed with the employee and the employee's union representative. If the union representative feels that the disciplinary action is not for just cause, the representative may submit a grievance. Disciplinary action shall be defined to mean time off without pay not to exceed three (3) days. A written record will be made and copies will be given to the employee and the employee's union representative.

4. SUSPENSION PENDING DISCHARGE

Should the employee again commit the same offense, the employee will become subject to suspension and the union representative will be notified. The Local may submit a grievance at either the 1st or 2nd step of the grievance procedure where it will be accepted. Should the suspension later be changed to discharge, final clearance on papers on a discharge will not be made until a decision has been reached and the Local notified. If no grievance has been submitted prior to the final decision, grievances thereafter submitted contesting the suspension or discharge may be entered at the third step. Discharge shall be defined to mean the involuntary separation of an employee from the active role for just cause.

After having received a verbal warning, written warning or final warning, the warning shall be disregarded and cannot be the basis of future discipline if the employee has a record of good conduct without further discipline in the same group of infractions for the following periods:

- Verbal Warning - Six (6) months
- Written Warning - Twelve (12) months

Final Warning - Twelve (12) months

5. IMMEDIATE SUSPENSION

When the seriousness of the offense warrants immediate suspension the union representative will be notified and the reasons therefore.

If the Local feels the suspension is not for just cause, the Local may submit a grievance at either the 1st or 2nd step of the local grievance procedure where it will be accepted. Should the suspension later be changed to discharge final clearance on papers on a discharge will not be made until a decision has been reached and the Local notified. If no grievance has been submitted prior to the final decision, grievances thereafter submitted contesting the suspension or discharge maybe entered at the second step.

ARTICLE 31

NON-DISCRIMINATION

The Employer will not discriminate against any employee because of race, color, creed, age, sex, physical or mental handicap, sexual preference or because an employee is a disabled veteran or a veteran of the Vietnam Era.

ARTICLE 32

SALARIES

Section 1. (A) This salary schedule will be effective on first day of January, 2010 (3%).

JOB TITLE	PROBATIONARY RATE	STANDARD RATE
Certified Nurse Practitioner	20.28	21.29

Professional Registered Nurse	18.25	19.17
Administrative Assistant	20.92	21.96
Licensed Practical Nurse	13.87	14.52
Secretary/Data Entry Secy.	14.12	14.86
Medical Asst/Lab Technician	14.48	15.21
Receptionist	8.46	8.87
Billing Clerk/Typist	7.79	8.18

Section 1. (B) This salary schedule will be effective on the first day of January, 2011

(2.5%)

JOB TITLE	PROBATIONARY RATE	STANDARD RATE
Certified Nurse Practitioner	20.28	21.29
Professional Registered Nurse	18.25	19.17
Administrative Assistant	21.44	22.51
Licensed Practical Nurse	13.87	14.52
Secretary/Data Entry Secy.	14.47	15.23
Medical Asst/Lab Technician	14.84	15.59
Receptionist	8.46	8.87
Billing Clerk/Typist	7.79	8.18

Section 1. (C) Wage reopener for January 2012.

Section 2. (A) Any employee who is temporarily assigned the job responsibilities of a job title at a higher rate of pay, shall be paid at the higher rate of pay for hours worked while assigned to those responsibilities.

Section 3. A temporary assignment is an assignment to a specific job of limited duration not exceeding six (6) months.

Section 4. In all job transfers the employee shall be required to serve a trial period of sixty (60) working days in the new position and shall be paid at the probationary rate of pay. At any time during the trial period if the employee is found to be unsatisfactory the employee will be notified and a documented plan of correction will be implemented. If at any time during the trial period the employee does not meet satisfactory performance requirements, including the documented plan of correction, he/she will be returned to his/her original position. If the employee is dissatisfied during the trial period, he/she may return to his/her original position

ARTICLE 33
GRIEVANCE PROCEDURE

Section 1. A grievance, under this Agreement, shall be defined as a claim of an employee, or the Local Union, covered by the Agreement which involves the interpretation, administration of, or compliance with a specific provision of this Agreement.

Section 2. The Union Steward or other Authorized representative of the Union, with or without the employee, may take up the dispute with the employee's immediate supervisor. If at any time the steward or other authorized representative of the Union is unaware of the problem he/she shall take it up with his/her knowledge of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the steward.

Section 3. For a grievance to be treated as a valid one, it must be presented to an Employer representative in writing, ten (10) calendar days after the event or events giving rise to

the grievance occurred, or within ten (10) calendar days after those events should have reasonably been known.

The grievance shall be processed as follows:

Step 1: It shall be presented in writing to the immediate supervisor for discussion with the aggrieved employee and their Union Steward. Within ten (10) working days of the date of presentation, the supervisor will meet with the steward or other authorized representative and the aggrieved employee. The supervisor shall render a written answer within five (5) working days of the meeting.

Step 2: If the grievance is not settled at Step 1, and is to be appealed, it shall be presented in writing to the Executive Director within five (5) working days from the date the answer is received from Step 1. Within ten (10) working days of the date of presentation, the Director will meet with the steward or other authorized representative, and the aggrieved employee. The supervisor shall render a written answer within five (5) working days of the meeting.

Section 4. If the grievance is not settled at Step 2 and is to be appealed, the Union may request arbitration in accordance with Section 6. Time limits as specified above may be extended by mutual agreement.

Section 5. In the event of a grievance, as defined above, such grievance shall be processed in the manner specified below. Saturdays, Sundays and holidays shall not be considered working days with respect to time limits referred to in the Grievance Procedure.

Section 6. The party demanding arbitration shall do so by a written request to the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators; the request to be

made within forty-five (45) days of receiving the answer in Step 2. A copy of the request is to be sent to the other party. The parties agree to take alternate turns striking from the list submitted by the Federal Mediation and Conciliation Service, with the last remaining arbitrator being accepted. The parties shall decide who strikes the first name by a flip of a coin, the winner striking first. The decision of the arbitrator shall be final and binding on both parties and the employees.

Section 7. No arbitrator functioning under this Step of the grievance procedure shall have any power to amend, modify, or delete any provisions of this Agreement.

Section 8. Expenses for the arbitrator's services and the meeting place shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

ARTICLE 34

DEFINITIONS

As used in this Agreement and except as otherwise clearly required by its context:

- a.) Year means calendar year, from January 1 through December 31.

ARTICLE 35

DURATION

This Agreement shall be effective as of January 1, 2010 and shall remain in effect for a period of three (3) years to and including January 1, 2013 and shall continue in effect thereafter until terminated by written notice given by either party expressly stating its intention to terminate this Agreement, in which case it shall terminate ninety (90) days following the receipt

of such notice. Within thirty (30) days of the receipt of such notice to terminate this Agreement, the Union and the Employer shall commence collective bargaining with respect to a new Agreement.

In addition to the right of either party to terminate the Agreement as specified above, either party may, not earlier than sixty (60) days prior to the end of the initial period, request in writing negotiations on modifications or amendments to this Agreement, if such written request is made (and the other party has not terminated the agreement) the parties shall negotiate on modifications and amendments as proposed by either party and this Agreement will continue in effect unless replaced by a new or amended Agreement or until terminated by either party giving ninety (90) days written notice of termination to the other party.

This agreement is entered into this 1st day of January, 2010.

Louis P. Dudek, President
Board of Directors
Union Occupational Health Center

Debra M. Hayes, Staff Representative
Communications Workers of America

Maria Novak,
Executive Director
Union Occupational Health Center

Sharon A. Schultz, Vice President
Nurses United, CWA Local 1168

SIDE LETTER ON SALARIES

January 1, 2010

Ms. Maria Novak
Executive Director
Union Occupational Health Center
3121 Clinton Street
West Seneca, NY 14224

Dear Ms. Novak:

During our recent set of negotiations, we mutually agreed to not attach the general wage increase to the following job titles:

Certified Nurse Practitioner	Receptionist	Licensed Practical Nurse
Professional Registered Nurse	Billing Clerk/Typist	

If at any point during the present agreement (January 1, 2010 - January 1, 2013) you should employ an individual in one of these job titles, we agree to meet and negotiate a general increase for that job title.

If you are in agreement, please co-sign below.

Sincerely,

Sharon A. Schultz, Vice President
Nurses United, CWA Local 1168

Maria Novak, Executive Director
Union Occupational Health Center

Date

Date