

ERIE COUNTY MEDICAL CENTER CORPORATION
JANUARY 30, 2018 MEETING MINUTES
OF THE BOARD OF DIRECTORS REGULAR MEETING

Present: Bishop Michael Badger, Douglas H. Baker, Ronald Bennett, Jonathan Dandes, Darby Fishkin, Kathleen Grimm, MD, Sharon Hanson, Michael Hoffert, Kevin Hogan, Anthony Iacono, Thomas Malecki, CPA, Frank Mesiah, Michael Seaman, William Pauly, Scott Bylewski, Thomas J. Quatroche

Excused: Ronald A. Chapin

Also

Present: Donna Brown, Anthony Colucci, III, Esq., Peter Cutler, Andrew Davis, Leslie Feidt, Stephen Gary, Susan Gonzalez, Al Hammonds Alexander Collichio, Melissa Gagne, Charlene Ludlow, Brian Murray, MD, Lorne Steinhart, James Turner, Karen Ziemianski

I. Call to Order: Jonathan Dandes called the meeting to order at 5:15 p.m.

II. Minutes: Moved by James Lawicki and seconded by Darby Fishkin, the Board of Directors unanimously approved the minutes of the November 28, 2017 meeting.

III. Action Items

A) Resolution Designating the Naming of Certain Spaces and Structures
Moved by Michael Seaman and seconded by Michael Hoffert
Motion approved unanimously

B) Resolution Approving Sole Sponsorship of the Pharmacy Residency Program
Moved by James Lawicki and seconded by Michael Hoffert
Motion approved unanimously

C) Resolution Ratifying and Approving an Agreement with AFSCME
Moved by Michael Hoffert and seconded by Kathleen Grimm
Motion approved unanimously

D) Resolution Ratifying and Approving an Agreement with CSEA
Moved by Michael Hoffert and seconded by Michael Seaman
Motion approved unanimously

E) Resoluton Ratifying and Approving Corporation's Participation in Great Lakes Integrated Network, Inc.
Moved by Michael Seaman and seconded by Michael Hoffert
Motion approved unanimously

F) Resolution Approving Appointments/Reappointments of Chief of Service and Associate Chief of Service

- Both Dr. Eric Jensen and Dr. Mark Jajkowski requested to step down from their positions as chief at the end of the year. Dr. Murray is recommending the appointment of Dr. Shaun Canti and Dr. Anthony Picone to serve in the chief positions.
- Chief of Dermatology position vacant

Moved by Michael Seaman and Michael Hoffert

Motion approved unanimously

G) Approval of December 7, 2017/January 4, 2018 Medical/Dental Staff Appointments/Re-Appointments

Moved by Michael Seaman and seconded by Anthony Iacono

Motion approved unanimously

IV. **CMS Survey for Emergency Department and CPEP – Charlene Ludlow**

A CMS Survey was completed November 2017 that focused on the Emergency Department and CPEP. Ms. Ludlow reported that we were in substantial compliance and not required to submit a plan of correction. Our follow-up plan met all expectations for ongoing emergency services at the highest level recognized by CMS.

V. **Board Committee Reports**

Buildings and Grounds Committee: Ronald Bennett

Mr. Bennett stated that the committee recently reviewed all current and completed projects at its last meeting and commented on the outstanding work done by Jim Turner and our Plant Operations crew.

All other reports except that of the Performance Improvement Committee are received and filed.

VI. **Reports of Corporation's Management**

Chief Executive Officer

The report of Mr. Quatroche was given as a part of the Annual Meeting of the Board that took place immediately before the January Regular Meeting of the Board was called to order.

Chief Financial Officer

A summary of the financial results through December 31, 2017 and a Quarterly Financial Statement and projected statement of Yearly Cash Flows were briefly reviewed and the full set of these materials are received and filed.

VII. **Recess to Executive Session – Matters Made Confidential by Law**

Moved by Michael Hoffert and seconded by Michael Seaman to enter into Executive Session at 5:40 p.m. to consider matters made confidential by law, including certain litigation matters, strategic investments, and business plans.

Motion approved unanimously.

VIII. **Reconvene in Open Session**

Reconvene in Open Session at 6:20 p.m. No action was taken by the Board of Directors in Executive Session

Motion approved unanimously

IX. **Adjournment:** Moved by Bishop Michael Badger and seconded by Kevin Hogan to adjourn the Board of Directors meeting at 6:20 p.m.



Michael A. Badger
Corporation Secretary

**Resolution Designating the
Naming of Certain Spaces and Structures**

Approved January 30, 2018

WHEREAS, by Resolution approved by the Corporation's Board of Directors on October 31, 2017, the Corporation set forth its policy regarding the naming of spaces and structures owned or otherwise controlled by the Corporation; and

WHEREAS, consistent with the Corporation's policy, the ECMC Foundation, Inc. has engaged in negotiation with several donors to the Foundation regarding acknowledgement of donations that includes, among other things, the opportunity to name a Corporation space or structure in the honor or memory of a person or entity; and

WHEREAS, the Foundation has provided a listing of the information called for by the Corporation policy and is seeking the approval of the Board of Directors of the Corporation regarding the naming of spaces and structures as detailed on the attachment to this resolution;

NOW, THEREFORE, the Board of Directors resolves as follows:

1. The recommendations submitted by the Foundation as detailed on the attachment to this resolution is hereby approved.
2. The Foundation is delegated the authority to implement the naming substantially in accordance with the information contained in the attachment and in accordance with the Corporation's October 31, 2017 policy as approved by the Board of Directors.
3. This resolution shall take effect immediately.



Michael A. Badger
Corporation Secretary

Donor Recognition
as of 1-29-18

Board Approval Date	Donor Name	Naming Opportunity	Location	Recognition Name	\$ Commitment
	Russell J. Salvatore Foundation	ECMC Lobby	Lobby	Russell J. Salvatore	\$
	John R. Oishei Foundation	Trauma Suite	Trauma	John R. Oishei Foundation	\$
	The M&T Bank Foundation	Fastrack	ED	M&T Bank	\$
	Great Lakes Medical Imaging, LLC	Radiology - CT Scan	Radiology	Great Lakes Medical Imaging	\$
	KeyBank Foundation	Severity Index Pod 1,2; Ambulance Triage Rooms	ESI-1,2; Care Initiation	Keybank Foundation	\$
	First Niagara Foundation	Severity Index Pod 1,2; Ambulance Triage Rooms	ESI-1,2; Care Initiation	First Niagara Foundation	\$
	ECMC Medical-Dental Staff	Medical Director Office;Training Room;Resident Training Room	Administrative	ECMC Medical Dental Staff	\$
	ECMC Volunteer Board	Quiet Room; Specialty Treatment Rooms: SANE/Isolation	Various	ECMC Volunteer Board	\$
	The Margaret L. Wendt Foundation	Severity Index Pod 3	ESI-3	Margaret L. Wendt Foundation	\$
	James H. Cummings Foundation, Inc.	Radiology - X-Ray	Radiology	James H. Cummings Foundation	\$
	UBMD Emergency Medicine	Conference Room	Administrative	UBMD Emergency Medicine	\$
	Andrews Jewelers	Specialty Treatment Rooms - Decon	ESI1,2	Andrews Jewelers	\$
	Freed Maxick CPAs, P.C.	Staff Respite Area	Administration	Freed Maxick, CPAs P.C.	\$
	Todd W. Brason	Specialty Treatment Room - Resuscitation	ESI3	Todd & Kimberley Brason	\$
	Ronald A. Raccuia	Patient Advocate	Administration	The Raccuia Family	\$
	Dr. Michael R. Cummings	Treatment Room	ESI-1,2	The APIC Program	\$
	David J. D'Arata	Treatment Room	ESI-3	Jen Persico & Dave D'Arata	\$
	Dr. Keyur S. Shah	Treatment Room	ESI-1,2	Dr. Keyur Shah & Family	\$
	The Charles D. and Mary A. Bauer Foundation	Treatment Room	ESI-1,2	Charles D. & Mary A. Bauer Foundation	\$
	Stephen M. Gary	Treatment Room	ESI-1,2	Stephen & Nancy Gary	\$
	Anesthesiology Medical Consultants, PLLC	Treatment Room	Fastrack	The Physicians of the Department of Anesthesiology	\$
	Donna M. Brown	Treatment Room	Fastrack	Donna Brown & Family	\$
	Dr. Samuel D. Cloud	Treatment Room	Fastrack	Samuel & Marsilia Cloud	\$
	Shawn P. Connolly	Treatment Room	ESI-3	Shawn & Amy Connolly	\$
	CRNA	Treatment Room	Fastrack	ECMC CRNA	\$
	James F. Dentinger	Treatment Room	ESI-3	The Dentinger Family	\$
	Susan M. Gonzalez	Treatment Room	ESI-3	Susan Gonzalez & Paul Stokley	\$
	Alfred Hammonds	Treatment Room	Fastrack	Al & Andrea Hammonds	\$
	Townesquare Media	Nourishment Room	Fastrack	106.5 WYRK	\$
	William A. Paladino	Treatment Room	ESI-3	In Memory of Patrick J. Paladino	\$
	Dr. Kevin Pranikoff	Treatment Room	Fastrack	Dr. & Mrs. Kevin Pranikoff	\$
	Dr. Howard E. Sperry	Treatment Room	Fastrack	The Sperry Family	\$
	NYSCOBA	Discharge Planning	Care Management Room	NYS Correctional Officers Police Benevolant Association	\$
	Lorne H. Steinhart	Discharge Planning	Care Management Room	Lorne H. Steinhart & Family	\$
	Anonymous	Treatment Room	Fastrack	Anonymous	\$
	Charles T. Cavaretta	Point of Care Testing Station	Fastrack	Charles & Joelle Cavaretta	\$
	Dr. Kathleen T. Grimm	Point of Care Testing Station	ESI-3	Dr. Kathleen Grimm & Mr. Sean J. Grimm	\$
	Dr. Mandip Panesar	Point of Care Testing Station	Care Initiation	Dr. & Mrs. Mandip Panesar & Family	\$
	Anastasia M. Roeder	Stretcher Holding Area	Care Initiation	The Roeder Family	\$

**A Resolution Approving Sole Sponsorship
of the Pharmacy Residency Program**

Approved January 30, 2018

WHEREAS, Erie County Medical Center Corporation has acted as a co-sponsor of a Pharmacy Residency Program (“Program”) with the University at Buffalo, The State University of New York (“UB”) since 2009; and

WHEREAS, the Program offers a one-year experience (PGY1) for graduate pharmacists to develop clinical skills, professionalism, and leadership and is accredited by the American Society of Health-System Pharmacists (“ASHP”); and

WHEREAS, UB has agreed that the Corporation should act as the sole sponsor of the Program especially for purposes relating to accreditation of the Program; and

WHEREAS, the Corporation has underwritten most of the costs associated with the Program, including salaries, benefits and travel, since 2009; and

WHEREAS, expected additional costs are limited to the ASHP accreditation fee of approximately five thousand dollars (\$5,000); and

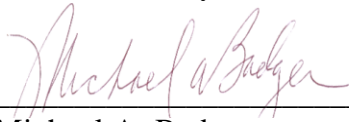
WHEREAS, as a sponsoring organization, the Corporation would be responsible for: (1) ensuring that residents’ experiences are educationally sound and are conducted in a quality practice environment; (2) submitting the accreditation application and ensuring periodic evaluations of the program are conducted; and (3) implementing and adhering to the appropriate accreditation standards, regulations and guidance documents; and

WHEREAS, the Corporation benefits from the clinical and administrative services provided by the residents, as well as potential hiring of well-trained candidates, such that it is in the Corporation’s interest to ensure that the Program continues to exist.

NOW, THEREFORE, the Board of Directors resolves, as follows:

1. The Corporation is authorized to act as the sole sponsor of a Pharmacy Residency Program for Postgraduate Year One (PGY1) pharmacists.
2. The Corporation is authorized to do all other things necessary and appropriate to effectuate this resolution.

3. This resolution shall take effect immediately.



Michael A. Badger
Corporation Secretary

**A Resolution of the Board of Directors Ratifying
Agreement with AFSCME**

Approved January 30, 2018

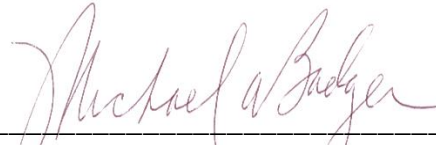
WHEREAS, Erie County, Erie County Medical Center Corporation ("Corporation") and the American Federation of State, County and Municipal Employees, Local 1095 ("AFSCME") reached a contract settlement memorialized in tentative Memorandum of Agreement signed on November 9, 2017 ("Agreement"); and

WHEREAS, the AFSCME membership employed by the Corporation ratified the Agreement on November 29, 2017, and

WHEREAS, the Chief Executive Officer and the Finance Committee have reviewed the terms of the Agreement and recommend that the Board of Directors of the Corporation ratify the Agreement signed November 9, 2017 because it is in the best interests of the Corporation to do so;

NOW, THEREFORE, the Board of Directors resolves as follows:

1. The Agreement reached November 9, 2017, a copy of which is appended to this resolution, is hereby ratified.
2. The Corporation is authorized to do all things necessary and appropriate to implement this agreement.
3. This resolution shall take effect immediately.



Michael A. Badger
Corporation Secretary

MEMORANDUM OF AGREEMENT

BETWEEN

COUNTY OF ERIE, ERIE COMMUNITY COLLEGE, ERIE COUNTY MEDICAL CENTER CORPORATION,
AND THE BUFFALO AND ERIE COUNTY PUBLIC LIBRARY SYSTEM

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 1095

This Memorandum of Agreement ("MOA") consisting of pages 1 through 52 states the entire successor collective bargaining agreement between County of Erie, Erie Community College, Erie County Medical Center Corporation, the Buffalo and Erie County Public Library System (collectively referred to as "Joint Employers") and the American Federation of State, County and Municipal Employees, Local 1095 ("AFSCME") by identifying any and all additions, subtractions and/or changes to the provisions of the collective bargaining agreement which the parties intend to ratify. Each tentative agreement that constitutes a part of this MOA is signed by each party. It is understood between the parties that the parties will not be bound by the MOA and will not execute a collective bargaining agreement unless the MOA in its entirety is ratified by the AFSCME Local Bargaining Unit and the Joint Employers, in accordance with all applicable statutes, regulations and internal by-laws and charter.

It is further agreed and understood by the parties that any and all terms and conditions of employment and any and all subsequent memorandum of agreement, letters of understanding, or otherwise, not specifically addressed by this MOA shall remain unchanged.

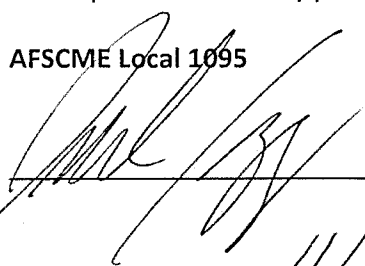
The parties, including but not limited to all elected and appointed representatives, hereby acknowledge and understand their legal obligation to promote, support and assist in successful ratification of this MOA and all terms and conditions therein.

Upon ratification, the parties agree to execute a formal document integrating the terms of the MOA and the expired collective bargaining agreement into a successor collective bargaining agreement.

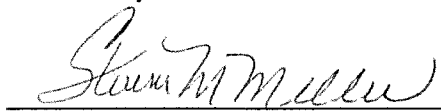
By signing below both parties acknowledge that they fully understand the terms of this MOA and have been provided the opportunity to review this agreement with legal counsel.

AFSCME Local 1095

Erie County


11/9/17

Date


11-9-17

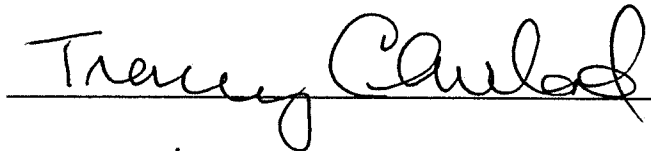
Date

Erie County Medical Center Corporation



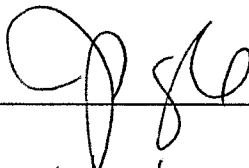
11/9/17
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Erie Community College


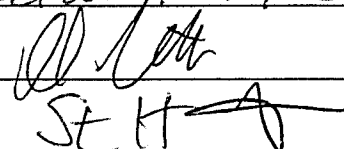
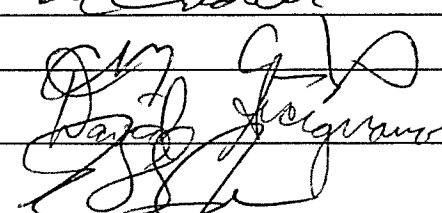


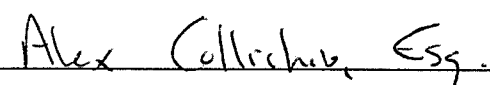
11/9/17
Date

Buffalo and Erie County Public Library


11/9/17
Date

Negotiating Team Members:


Edward T McDonald

St H
Karl Cholea

David Holzman
Leslie E. Talbot
Mabel Fisher


Alex Collichio, Esq.
Jeannine Doyle, Esq.
Paul J. Ma
Drew Dallas

**Joint Employer Counter/Proposal #1
Wages and Upgrades**

Forgiveness of the amount owed for health insurance premiums upon ratification of this Agreement under Section 14.1(f) of the CBA.

Add \$350.00 to the base salary of all AFSCME members at Salary Grades 2 and 3 effective December 31, 2017, except for Parks and Highways.

Increase of 2% effective January 1, 2018

Increase of 2% effective January 1, 2019

Increase of 2% effective January 1, 2020

Increase of 2% effective January 1, 2021

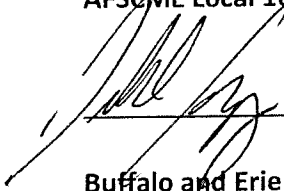
Upgrade the following titles upon ratification by all parties:

1. Biomedical Repair Technician (IX -> X)
2. Pharmacy Aide (III -> V)
3. Senior Pharmacy Aide (IV -> VI)
4. Hospital Public Safety Assistant (V -> VII)
5. Senior Hospital Public Safety Assistant (VI -> VIII)
6. Stationary Engineers (VII -> VIII)


Tentatively Agreed to on 11-9-17.

**Agreement is conditioned upon ratification of this Agreement by the parties below.*

AFSCME Local 1095

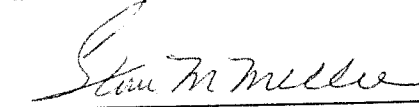


Buffalo and Erie County Public Library

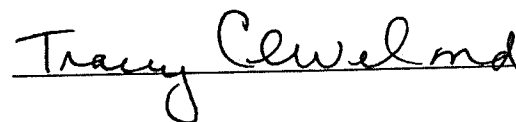


Erie County Medical Center Corporation

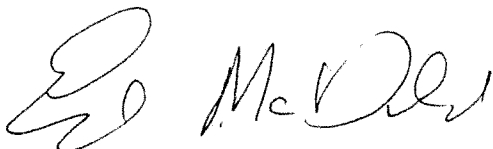
Erie County



Erie County Community College







Joint Employer Proposal #2

Article IX, Section 9.6 – Make-Up Weekends

Allow for ECMCC to reschedule make-up weekends for ECMCC employees at Terrace View that miss a regularly scheduled weekend shift.

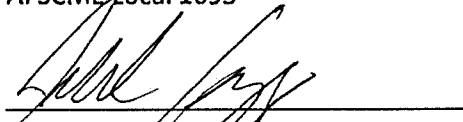
Tracked Revision

9.6 The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, inclusive, except in continuous operations. If an ECMCC employee at Terrace View Long Term Care is absent for all or part of the employee's scheduled weekend, ECMCC may schedule the employee to make up such weekend shifts at either the employee's next unscheduled weekend shift or in the case of overstaffing for that weekend the weekend thereafter, by providing two weeks' notice to the employee.

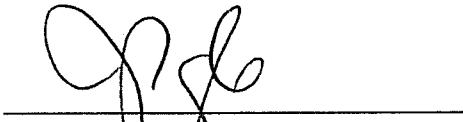
Tentatively Agreed to on 11-9-17.

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AFSCME Local 1095



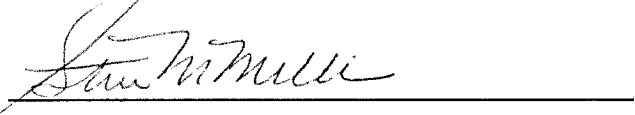
Buffalo and Erie County Public Library



Erie County Medical Center Corporation



Erie County



Erie County Community College



Joint Employer Proposal #3

Article X, Section 10.3(e) - Medical Documentation Needed for Extended Sick Time

Change trigger of requirement to medical documentation from absence of five consecutive work days to four consecutive work days.

Tracked Revision

(vi) A certificate or affidavit, showing incapacity and inability of the employee to perform his duties issued by the attending physician, shall be filed with the Department Head or his designee in case of absence of more than ~~five (5)~~ four (4) consecutive work days. The Department Head or his designee may check further on any illness regardless of certificate or affidavit.

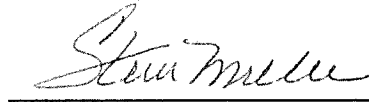
Tentatively Agreed to on 11-9-17.

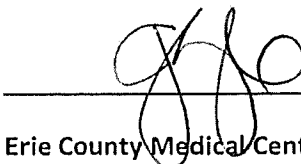
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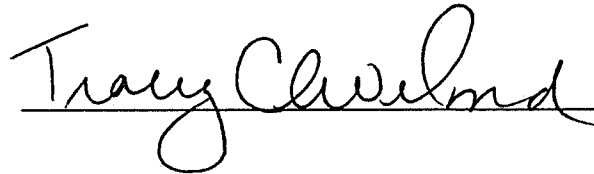
AFSCME Local 1095

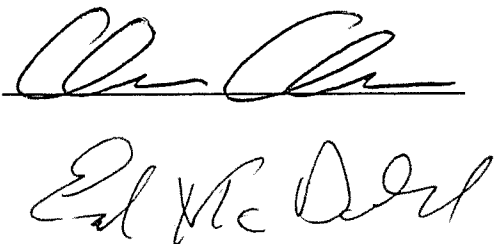

Buffalo and Erie County Public Library

Erie County


Erie County Community College


Erie County Medical Center Corporation


Tracy Cleveland


Ed Mc Dermott

Joint Employer Counter/Proposal #4

Article XIV, Section 14.1 – Health Insurance – Active Employees

Employees hired prior to 10/23/09 will pay 15% of the Core annual premium increases commencing January 1, 2011. For employees hired prior to 10/23/09 who select the Value Plan, they shall pay 15% of the Value Plan annual premium increases commencing January 1, 2011 and receive an HRA in the amount of 50% of the difference of employer cost between the Core and the Value Plan.

Employees hired after 10/23/09 and before ratification of new CBA, pay either 15% of the Core premium or 15% of the Value premium. For employees after 10/23/09 and before ratification of new CBA who select the Value Plan shall receive an HRA in the amount of 50% of the difference between employer cost between the Core and Value Plan.

Employees hired post ratification of new CBA, shall pay 15% of the Value Plan premium with no 105-H contribution.

Offer the Bronze Plan with no employee contribution for all employees.

Tracked Revision

14.1

(a) Active Health Insurance –

Employees shall have a choice among ~~three-four (34)~~ insurance products; the Core Plan, the Enhanced Plan and the Value Plan, and the Bronze Plan. Employees shall make financial contributions for health insurance as follows:

Employees hired prior to 12/31/2017 will have the Core Plan as their base plan.

Employees hired on or after 1/1/2018 will have the Value Plan as their base plan with no employer 105-H contribution.

~~For e~~Employees on Erie County payroll prior to ratification {10/23/2009} who remain enrolled as a primary insured on a single or family coverage health insurance plan shall be required to pay 15% of annual Core premium increases commencing January 1, 2011. If the employee opts for the Value Plan they shall be required to pay 15% of the annual Value premium increases commencing January 1, 2011.

Employees hired ~~following ratification~~ between 10/23/2009 and 12/31/17 shall be required to pay 15% of health insurance premium costs for selected plans (Core or Value Plan).

Employees hired after 1/1/2018 will pay 15% of the Value Plan premium and the full monthly cost of the difference between the Enhanced or the Core Plan, if selected, and the Value Plan. Additionally these employees shall pay a contribution equal to 15% of the Value Plan.

(b) Employees hired prior to 1/1/2018 who select the Enhanced Plan or any successor thereto shall continue to pay the difference between the full monthly cost of the Core Plan and the full cost of the Enhanced Plan. Additionally, these employees shall pay a contribution equal in amount to those employees who select the Core plan, ~~as specified in Section (a)~~. These employees shall not be required to pay the full cost of the Enhanced Plan.

(c) The Bronze Plan will be offered to all employees at no employee contribution. For employees hired prior to ~~ratification 1/1/2018~~ and who select the Value Plan or any successor thereto shall be entitled to participate in a 105-h account. Employees who choose the Value Plan and participate in the 105-h account shall have deposited thereto, by the Employer, an amount equal to fifty percent (50%) of the difference between the full monthly premium costs of the Core Plan and the Value Plan in an I.R.S. Section 105-h account. Monies are deposited on a bi-weekly basis and 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. In the event of employee termination, any remaining funds after claims filed through the date of termination have been processed revert to the employer.

~~-(d) For employees hired after ratification and who selected the Value Plan, the Employer shall deposit fifty percent (50%) of the difference between eighty five percent (85%) of the monthly cost of the Core Plan and the full cost of the Plan in an I.R.S. Section 105-h account. Monies are deposited on a bi-weekly basis and 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. In the event of employee termination, any remaining funds after claims filed through the date of termination have been processed revert to the employer.~~

~~(e) Employees shall bear the expense of their respective contribution obligation, through bi-weekly payroll deductions, of any amount in excess of the Employer's respective contribution. This section shall be administered with the increment freezes references in Article XV, Section 15.7.~~

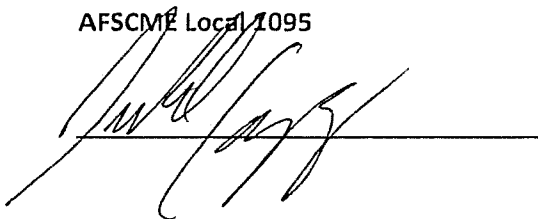
~~(f) Active Health insurance contributions shall be temporarily frozen during periods where there is no negotiated salary indication; however, upon negotiation of salary indication, employee contribution obligations shall resume. However, cost increases shall be fully compounded and implemented upon ratification of successive salary indications.~~

(g) Employees may be required to submit written proof of family dependent status.

Tentatively Agreed to on 11-9-19.

**Agreement is conditioned upon ratification of this Agreement by the parties below.*

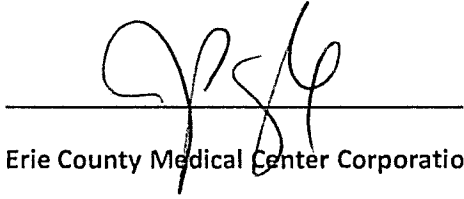
AFSCME Local 1095



Erie County



Buffalo and Erie County Public Library



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Erie County Medical Center Corporation

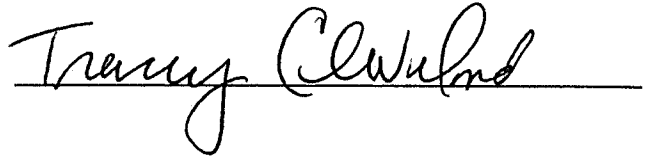


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A handwritten signature in black ink, appearing to be 'Ed McDermott', written over a horizontal line.

Erie County Community College



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Joint Employer Proposal #5
Sections 14.1 and 15.7

Agree to eliminate health insurance contribution and increment freezes where there is no negotiated salary indication.

Tracked Revision

14.7

(e) Employees shall bear the expense of their respective contribution obligation, through biweekly payroll deductions, of any amount in excess of the Employer's respective contribution. This section shall be administered with the increment freezes references in Article XV, Section 15.7.

~~(f) Active Health insurance contributions shall be temporarily frozen during periods where there is no negotiated salary indication; however, upon negotiation of a salary indication, employee contribution obligations shall resume. However, cost increases shall be fully compounded and implemented upon ratification of successive salary indications.~~

15.7

~~(f) Increment amounts shall be frozen during years where there is no negotiated salary indication; however, increment increases shall be fully compounded and implemented upon ratification or implementation of successive salary indications. This section shall be administered with the active health insurance freezes referenced in Article XIV, Section 14.1.~~

Tentatively Agreed to on 11-9-17.

**Agreement is conditioned upon ratification of this Agreement by the parties below.*

AFSCME Local 1095

Buffalo and Erie County Public Library

Erie County Medical Center Corporation

Erie County

Erie County Community College

Joint Employer Proposal #6
Policy, Impaired Employees

Agree to revised ECMCC impaired employee policy.

Tracked Revision

ERIE COUNTY MEDICAL CENTER
POLICY AND PROCEDURE

Name/Title of Policy: <u>THE EMPLOYEE WITH IMPAIRED FUNCTION</u>	Policy #: HR-030
Policy Type (choose one by inserting <u>X</u>) <u>X</u> Administrative Clinical	Prepared by: Lindsay Ozanne, Director Employee Health and Safety, Alex Collichio, Director Labor and Employee Relations
Reference: <i>Federal Drug Free Workplace Act of 1988</i> Return to Work Agreement Progressive Discipline Policy; Modified Duty Policy	Applies to: Entire Organization excluding credentialed medical/dental staff, and certain Hospital Police and Plant Operations Staff who are covered by separately negotiated policies and procedures.

Replaces the following P&P(s), if applicable:

Effective Date	10/15/96			
Review Date	02/27/97 06/00	04/15/97 03/02	06/18/97 03/04	01/98
Revision Date	09/06	11/2006	11/2007	5/2012
	9/16	12/2017		

I. Policy Purpose, Statement of Policy, and Policy Goals:

The Erie County Medical Center Corporation is dedicated to maintaining a safe, effective and productive environment for its employees and patients. Safe and efficient performance is absolutely essential to this goal. Hence a policy has been instituted based on the rationale that use of drugs, including alcohol, by employees in the workplace is unacceptable since it can adversely affect safety, employee health, security, and productivity as well as public confidence and trust. It is the responsibility of all employees and bargaining units to be cognizant of this policy and participate in recognizing and dealing with impaired function.

To maintain the above mentioned environment, all employees including management and bargaining unit member must be aware of and responsible for reporting impairment while on duty. Reasonable suspicion shall be determined through observations that would lead a reasonable person to suspect

impairment.

No employee will be allowed to work if he/she is perceived to be impaired.

Any employee perceived to be impaired will not be allowed to drive on campus. He or she will be required to find other transportation. *If alternate transportation is unavailable, the Hospital will call a cab to take the employee home. Hospital Police will be notified of suspected impairment to prevent the employee from driving on campus.*

ECMCC is established as a drug free workplace, in compliance with the ***Federal Drug Free Workplace Act of 1988***. An employee's impairment by alcohol or drugs poses a serious risk to those patients under his/her care.

1. Each employee has a responsibility to the customer population to deliver services in a safe and competent manner. To assure that this responsibility is met, the employee must be free from impairments due to alcohol and other performance impairing substances. While the organization recognizes that ultimately it is the individual employee's responsibility to seek and participate in counseling or treatment services. Participation will not prohibit the employer from taking disciplinary action in accordance with the appropriate collective bargaining agreement.

2. Management recognizing that addiction is a treatable illness, will assist in treatment whenever possible.

3. All details surrounding the effected employee will be handled confidentially.

4. An employee who must use, for health reasons, any chemical substance which may affect job performance is required to as soon as possible report this fact to his/her supervisor. The supervisor will direct the employee to Employee Health to document the medication use and to apply to Human Resources for a reasonable accommodation under the Modified Duty Policy.

5. The hospital will not discriminate against the hiring of those with past substance problems who are currently active participants in or who have successfully completed an authorized recovery program.

6. A medical professional shall make the final decision regarding reasonable suspicion of impairment.

7. In the event that an employee's drug test is negative the employee shall not be required to use any paid leave time accruals for the time that the employee was taken out of work on the day of testing or the time that passed until the drug test results were provided to ECMCC.

II. Procedure

If an employee is suspected of being impaired, he/she will be advised by his/her supervisor that they will not be permitted to continue to work, and will be told to report to Employee Health. The supervisor will inform Employee Health that the individual is coming and the reason an evaluation is being requested. The employee will be escorted by the supervisor to Employee Health to avoid accident or malingering in transit.

The physician or employee health officer should evaluate the employee's condition giving consideration to the concerns expressed by the supervisor. Based on the health officer's assessment

and recommendation, the employee will either be sent back to work or home. ***NO EMPLOYEE WHO HAS BEEN ASSESSED TO BE IMPAIRED WILL BE ALLOWED TO RETURN TO WORK.***

In the event that Employee Health is closed, the employee will be escorted by the supervisor to the Emergency Department where the physician on duty will make the evaluation. The employee will not be responsible for an insurance co-pay unless admitted to the hospital.

All procedures shall be done in a manner to minimize embarrassment of the employee and to minimize awareness in others that such test is being required or performed. The employer shall make a good faith effort to allow the employee an opportunity to consult with a union representative before submitting to such test. However, no such test shall be delayed more than thirty (30) minutes from the time the employee is ordered to take such test. During the waiting period, the employee must remain at a location designated by the employer. All time required by the employee to take the ordered test shall be considered time worked.

The following procedures shall be used to ensure proper processing:

1. The urine specimen shall be taken promptly with as little delay as possible at the UEMS office in the emergency room.
2. Immediately after the specimen is drawn, the individual containers shall, in presence of the employee be labeled.
3. The container shall be sent to Quest Diagnostics on the day of the test or the next business day.
4. The specimen shall be tested for alcohol, amphetamines, barbiturates, benzodiazepines, cannabinoids, cocaine metabolites, methadone, methaqualone, opiates, oxycodone, phencyclidine, and propoxyphene.

The prima facie validity of the tests shall be deemed to have been established for the purpose of any subsequent hearings in reference to such testing, so long as the procedures set forth above are adhered to. In the event that the employee refuses to have the testing performed, the hearing officer in any subsequent disciplinary hearing shall draw a negative inference from such refusal in determining the guilt or innocence of the employee.

As required by law, licensed individuals who have reason to be believed to be practicing while impaired will be reported to the State of New York, Office of Professional Discipline. This reporting will be done by the Director of Nursing or the Human Resources Vice President on an administrative level.

EMPLOYEE ASSISTANCE

Any employee that continues employment after a failed drug test shall be required to attend and complete rehabilitation program(s). Prior to any employee that failed a drug test returning to work, the employee must be medically cleared to return to work by the employee's drug rehabilitation provider and ECMCC's Employee Health.

The employee will be required to sign a release of information on the appropriate form allowing the employee health officer, department head or supervisor or Human Resources administrator to receive progress reports from the treating agency or counselor.

Employee assistance has proven to be a valuable method of improving the performance of employees

who may be experiencing difficulties. Although this specific policy addresses the employee with a substance abuse or impairment problem, referrals may be made for other problems of a personal nature such as emotional, domestic or behavioral. In such cases, the procedures would be the same.

Approved By: _____

Julia Culkin-Jacobia, Chief Human Resources Officer

ECMCC has developed these policies and procedures in conjunction with administrative and clinical departments. These documents were designed to aid the qualified health care team in making clinical decisions about patient care. These policies and procedures should not be construed as dictating exclusive courses of treatment and/or procedures. No health care team member should view these documents and their bibliographic references as a final authority on patient care. Variations from these policies and procedures may be warranted in actual practice based upon individual patient characteristics and clinical judgment in unique care circumstances.

Agreement is hereby made the parties that this policy shall be implemented upon ratification by the AFSCME membership and after notice of such implementation is provided to AFSCME members at ECMCC.

AFSCME Local 1095

Buffalo and Erie County Public Library

Erie County Medical Center Corporation

Erie County

Erie County Community College

Joint Employer Counter/Proposal #7
Time and Attendance Policy

Amend ECMCC HR-008 Time and Attendance Policy.

ERIE COUNTY MEDICAL CENTER CORPORATION
POLICY AND PROCEDURE

Name/Title of Policy: <u>ATTENDANCE AND TARDINESS</u>	Policy #: HR-008
Policy Type (choose one by inserting <u>X</u>) <u>X</u> Administrative __ Clinical	Prepared by: Alex Collichio, Director of Labor Relations
Reference: None	Applies to: All ECMCC employees

Replaces the following P&P(s), if applicable:

Effective Date	10/10/96			
Review Date	01/98, 06/00, 3/02, 3/04, 9/06, 12/06	6/12		
Revision Date	08/03 11/2007	10/2015	12/2017	

I. Policy Purpose, Statement of Policy, and Policy Goals:

The Erie County Medical Center offers various health care services to the community. In order to do this in a tradition of high quality, our departments must be staffed appropriately. An employee's presence is a valuable component in providing quality care. Absenteeism and tardiness detracts from this care and causes an undue burden for those employees who must fill in for the absent or tardy employee.

Employees are expected to report for work as scheduled. Should an employee be ill, or absent for another reason, policies governing these absences will be implemented. Procedures associated with these policies may be found in the Erie County Employee Handbook, and the various collective bargaining agreements.

TIME AND ATTENDANCE GUIDELINES

The following preliminary guidelines are just that and should only be used to determine whether an employee's time and attendance should be reviewed. Each case is to be handled and considered on an individual basis. The same parameters cannot be applied to every situation. There are many approaches to dealing with time and attendance problems. The primary objective is to change behavior. Discipline is one method toward meeting this objective, however, the manager must be cautioned that when used inappropriately it defeats its own purpose and loses its effectiveness. As identified in the policy on **Time and Attendance**, it is necessary to establish patterns of absenteeism. Attendance records of past years are valuable tools in establishing these patterns. In all cases, it is necessary for the manager to approach the employee and **discuss** the problem. Never is it appropriate or particularly effective to bring these matters to the employee's attention by circulating printed reports or casual mention. We hope that the following guidelines will assist you in determining an effective course of action.

- 1) Exceeds three (3) occurrences of unscheduled sick leave in any three-(3) month period.
- 2) Exceeds four (4) occurrences of unscheduled sick leave in any six-(6) month period.
- 3) Exceeds six (6) occurrences of unscheduled sick leave in any twelve-(12) month period year.
- 4) Tardiness of six (6) or greater occurrences in a three (3) month period.
- 5) Unscheduled and unauthorized absence.

Unscheduled sick leave is defined as any request for sick leave that is was not previously scheduled with the employee's supervisor at least one (1) week prior to the day of the sick leave.

Tardiness is defined as any employee punch in swipe that occurs after the start of the employee's shift, but no later than two (2) hours and thirty (30) minutes from the start of the employee's shift.

An unscheduled and unauthorized absence is defined as an unauthorized absence from work or swiping into work later than two (2) hours and thirty (30) minutes from the start of the employee's shift.

Any employee who swipes after his/her scheduled start time will have his/her available leave balances reduced, unless an employee has no available leave time and then any deduction will be from the employee's actual salary. All reductions in leave time will be rounded to the closest fifteen (15) minute period. Deductions shall be made from available time balances in the following order: sick time, compensatory time, vacation time, and personal time.

The Employer will not count unscheduled sick time necessitated by the medical condition of the employee or the employee's immediate family as defined in Section 10.3, as occurrences if the employee provides medical documentation substantiating the need to use the unscheduled sick time to

II. Procedure

A) In regard to attendance and tardiness, employees are expected to:

1. Maintain good personal health standards, which will allow them to perform their work in a competent manner on a regular basis.
2. Avoid letting minor indisposition's keep them from performing their role. At the same time, good judgment should be used with respect to contagious ailments, which might have an adverse effect on other employees or patients.
3. Attend to personal business during non-working hours.
4. Be at their work stations as scheduled; reporting on time, returning from lunches and breaks on time, and remaining at work until the designated quitting time.

B) Each hospital department will review each employee's calendar to identify occurrences and patterns of absenteeism and tardiness which interfere with our ability to directly or indirectly provide quality health care services to the residents of the community.

C) To determine if an employee has a time and attendance problem, an employee's time and attendance record should be reviewed as needed, but not less than on a quarterly basis.

D) Patterns of absenteeism and tardiness that will indicate whether a review of an employee's time and attendance shall consist of but are not limited to:

1. Repeated absence in conjunction with other scheduled time off.
2. Repeated absence on weekends or other days.
3. Absence during major holiday periods.
4. Repeated absence prior to a vacation.

E) In all cases, a review of the time and attendance record must proceed a decision to discipline an employee. That review should take under consideration the work record of the employee and the past years attendance record. The guidelines should assist the manager in identifying a review is necessary. Only after this review, should a decision be made concerning discipline. Employees who fail to comply with this policy are subject to the progressive disciplinary procedure, which ultimately could lead to termination.

F) If there have been no time and attendance disciplinary actions in the past twelve months, the employee may be counseled concerning his attendance. **This is not a disciplinary action** and should be noted in the record as follows:

"A conference was conducted on _____ and attendance was discussed." It is recommended that a union representative be in attendance should counseling be conducted.

the Employer within seven (7) calendar days of the sick day. The time that an employee is on approved FMLA leave time shall not be counted as an occurrence.

NOTE: ANY EMPLOYEE WHO EXCEEDS THE AFOREMENTIONED DEMARCATIONS SHOULD RECEIVE CLOSE SCRUTINY REGARDING THEIR TIME AND ATTENDANCE.

Approved By:

Julia Culkin-Jacobia, Chief Human Resources Officer

ECMCC has developed these policies and procedures in conjunction with administrative and clinical departments. These documents were designed to aid the qualified health care team in making clinical decisions about patient care. These policies and procedures should not be construed as dictating exclusive courses of treatment and/or procedures. No health care team member should view these documents and their bibliographic references as a final authority on patient care. Variations from these policies and procedures may be warranted in actual practice based upon individual patient characteristics and clinical judgment in unique care circumstances.

Tentatively Agreed to on _____.

**Agreement is conditioned upon ratification of this Agreement by the parties below.*

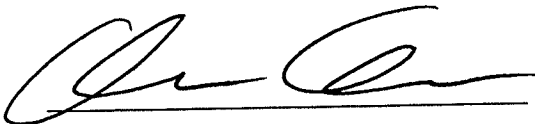
AFSCME Local 1095

Erie County

Buffalo and Erie County Public Library

Erie County Community College

Erie County Medical Center Corporation



Joint Employer Counter/Proposal #2

Departmental Seniority

Article II

Article X, Section 10.2(c)

Article XXI, Section 21.1

Define Competitive Class Departmental Seniority and apply such seniority definition to shift preference and vacation scheduling.

Tracked Revision

Article II(y) "Competitive Class Departmental Seniority": The date in which an employee in a competitive class position passes their probationary period and becomes permanent in their title in their current department.

Section 10.2(c) Department heads will establish vacation periods, schedules and vacation units based on their work requirements. The scheduling of vacations shall be based on the Competitive Class Departmental Seniority, if applicable, or the bargaining unit seniority of the an employee in a non-competitive or labor class position, subject to paragraph (a) above. Employees may, with the prior approval of the department head, utilize vacation allowances as may be convenient to departmental operations but not less than in units of one hour.

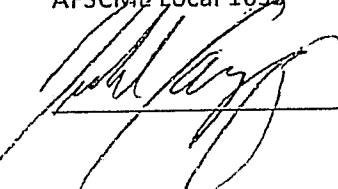
Section 21.1 Subject to management's right of reassignment, if a permanent vacancy occurs during the succeeding year (February 1 through January 31) or succeeding half year (August 1 through January 31) in such employee's job classification within the same recognized division of his department and involving the same work duties and responsibilities of the requested shift, such employee shall be transferred to that shift if the Employer determines to fill the position and maintain it on that shift. If two or more employees have so requested the same shift, the one with the greatest Competitive Class Departmental Seniority, if applicable, or the bargaining unit seniority of an employee in a non-competitive or labor class position shall be given preference. Once an employee's shift has been changed pursuant to this procedure herein, he may not utilize this process again for at least one year from the date of his shift change.

Tentatively Agreed to on 10/6/17.

**Agreement is conditioned upon ratification of this Agreement by the parties below.*

AFSCME Local 1095

Erie County


Ed McDonald

 10-6-17

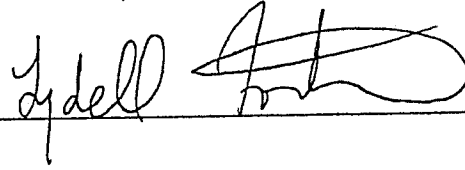
Buffalo and Erie County Public Library



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Erie County Community College



Joint Employer Counter/Proposal #3

Article VII

Union Activities on Employer's Time and Premises

Reduce negotiation team from twelve (12) members to ten (10) members and limit release time to time spent in actual collective bargaining sessions.

Tracked Revision

7.2 The Employer will give release time with pay to ~~twelve~~ten (10~~2~~) members of the local Union contract negotiating team to participate in contract negotiations. Release time will be paid for hours spent while the parties are engaged in collective bargaining sessions with the Employer.

Tentatively Agreed to on _____.

**Agreement is conditioned upon ratification of this Agreement by the parties below.*

AFSCME Local 1095

Buffalo and Erie County Public Library

Erie County Medical Center Corporation

Erie County

Erie County Community College

Joint Employer Proposal #4

Article X, Section 10.3

Sick Leave

Eliminate ² ^{SMM} sick days per year

Tracked Revision

(a) Sick Leave Allowance: All permanent employees in the bargaining unit shall earn sick leave credits immediately upon entering the service of the employer at the rate of ~~4.623~~⁴ ^{SMM} hours per pay period. An employee may accumulate sick leave up to a maximum of 1800 hours/22 days for purposes of calculating sick leave credits and charges, one work day equals eight hours.

(c) Sick Leave Credits and Charges

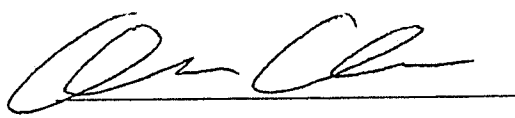
- i. A credit for sick leave under this provision shall be allowed at the rate of ~~4.623~~⁴ ^{SMM} hours per period for each pay period during which the employee shall have been on full pay status for at least fifty percent (50%) of the working days of that pay period. ~~It should be noted that this is comparable to the previous earning rate of one and one-quarter working days per month/fifteen (15) days per year, and has been converted to a pay period basis to facilitate accounting and payroll procedures while at the same time enabling employees to be advised of their current sick leave balances on a continuing, regular basis.~~

Tentatively Agreed to on 10.20.17.

*Agreement is conditioned upon ratification of this Agreement by the parties below.

AFSCME Local 1095


Buffalo and Erie County Public Library


Erie County Medical Center Corporation

Erie County


Erie County Community College

Joint Employer Counter/Proposal #4

Article VIII

Time Off for Union Business

Limit paid time off for union business.

Tracked Revision

8.1 The Employer agrees to grant time off without charge to accumulated leave credits, with pay, for Union delegates to functions of International Union, Council or other bodies with which the Union is affiliated, but not exceed an aggregate of working days per contract year as follows: Effective January 1, 1980, an aggregate of ~~85~~60 working days.

8.2 An employee elected to office of the President or Grievance Chairman of the local Union shall be allowed reasonable periods of time off without loss of time or pay for the period of his term of office to engage in Union business. The local President and Grievance Chairman shall record their union business on a form to be provided and submitted to their Employer by the end of each pay period. It is understood that only time actually engage in Union business directly related to the bargaining and enforcement of the collective bargaining agreement with the Employer will be paid.

Tentatively Agreed to on _____.

**Agreement is conditioned upon ratification of this Agreement by the parties below.*

AFSCME Local 2095

Buffalo and Erie County Public Library

Erie County Medical Center Corporation

Erie County

Erie County Community College

Joint Employer Counter/Proposal #5
Article IX, Section 9.1 – Change in Schedule

Shift changes shall be first offered to the employee in the work unit with the greatest departmental seniority and if no employee voluntarily accepts the offer, then the employee in the work unit with the least departmental seniority shall be assigned the new shift.

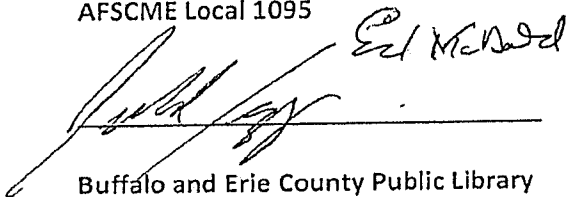
Tracked Revision

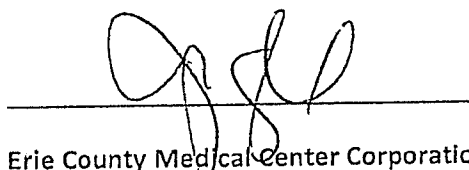
9.1 (a) In the event the Employer deems necessary any change in the work week or shift assignment, the Employer shall first make offer to the employee in the work unit of the shift change in the order of greatest departmental seniority. However, if no employee elects to accept the shift change offer, then the employee in the work unit of the shift change with the least departmental seniority. ~~employee~~ The affected employee(s) will be notified in writing with a copy forwarded to the Office of the Local Union seven (7) calendar days in advance of the proposed change except in emergency situations.

Tentatively Agreed to on 10/6/17.

*Agreement is conditioned upon ratification of this Agreement by the parties below.

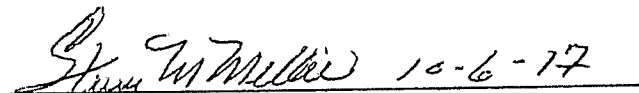
AFSCME Local 1095


Buffalo and Erie County Public Library

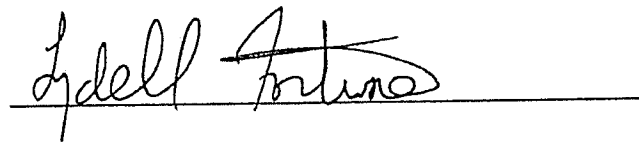

Erie County Medical Center Corporation



Erie County



Erie County Community College



Joint Employer Proposal #5

Article X, Section 10.3

(I) – Sick Leave Payout

Remove option to receive sick leave payout via credit toward retiree health insurance contribution.

Tracked Revision

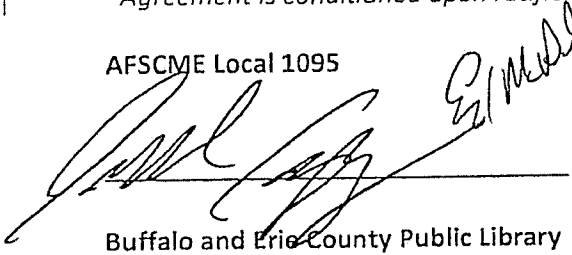
(I) Effective January 1, 1993, employees who retire with ten years or more of Employer service shall be eligible for the following:

(i) Sick leave payout. Employees who retire with ten (10) years or more of County/ECMC service shall be eligible for a sick leave payout for sick leave hours accumulated. If 1800 or greater hours accumulated, Five Thousand Dollars (\$5,000). If 1200-1799 hours accumulated, Three Thousand Dollars (\$3,000). If 800-1199 hours accumulated, Two Thousand Dollars (\$2,000). Payment ~~may~~will be via separate check ~~or credit toward retiree health insurance contribution.~~

Tentatively Agreed to on 10/20/17.

*Agreement is conditioned upon ratification of this Agreement by the parties below.

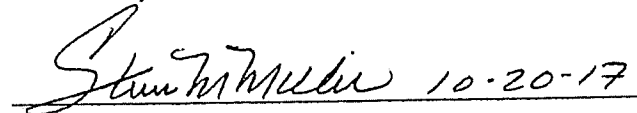
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Erie County Medical Center Corporation



Erie County


10-20-17

Erie County Community College



Joint Employer Counter/Proposal #6
Article X, Section 10.3(e) - Reporting Time

Require two hours' notice prior to the start of an employee's shift to take paid sick leave for that day.

Tracked Revision

(e) Reporting Time

(i) In institutions and in positions requiring replacement in case of absence shall be at least ~~one~~ two (12) hours before the start of the employee's assigned hours of work.

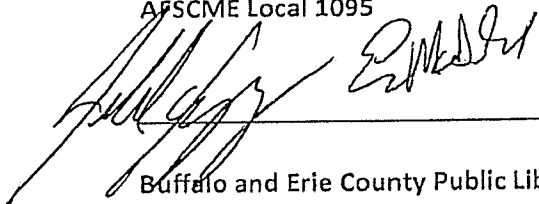
(ii) In all other situations, the time for reporting absence shall be at least twenty (20) minutes before the start of the employee's assigned hours of work.

(iv) In the case of failure to report within the required time limits, the absence may be deductible from sick leave and shall not be considered as time off without pay in the discretion of the employee's department head or his/her designee.

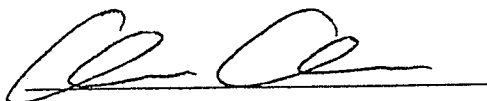
Tentatively Agreed to on 10-20-17.

*Agreement is conditioned upon ratification of this Agreement by the parties below.

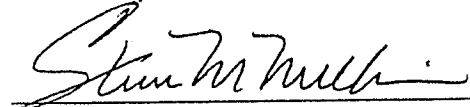
AFSCME Local 1095


Buffalo and Erie County Public Library

Erie County Medical Center Corporation



Erie County


Erie County Community College



Joint Employers' Proposal #7

ARTICLE X PAID LEAVE OF ABSENCES

10.3 Sick Leave

(d) Extended Sick Leave

(i) An employee who has completed the years of continuous service indicated below may receive such additional sick leave with pay as may be recommended by the employee's department head, and approved by the Commissioner of Personnel, but no such additional sick leave shall be approved by the Personnel Commissioner in excess of:

~~Ten (10) continuous years of service~~

~~three (3) months~~

Fifteen continuous years of service

five (5) months

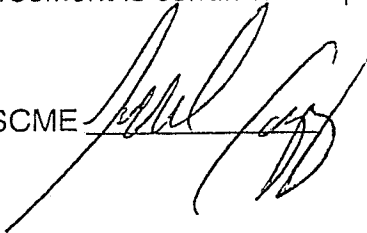
in addition to the sick leave accumulated by such employee.

~~Extended sick leave granted under this provision shall count towards the 120, small
extended period of insurance. Removed from proposal~~

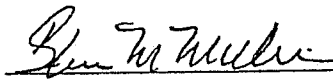
Tentatively Agreed to on 8/29/17.

*Agreement is conditioned upon ratification of this Agreement by the parties below.

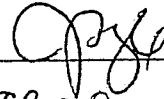
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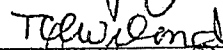
Erie Co.



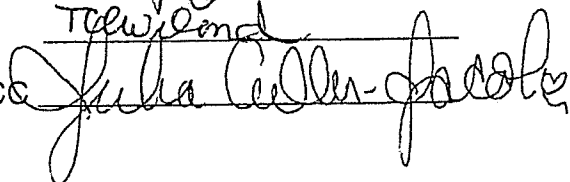
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ECC



ECMCC



Joint Employer Counter/Proposal #8

Article X, Section 10.2(j) – Vacation Sell-Back

Employees shall be allowed to sell back forty (40) hours or sixty (60) hours of accrued and unused vacation leave at the employee's rate of pay.

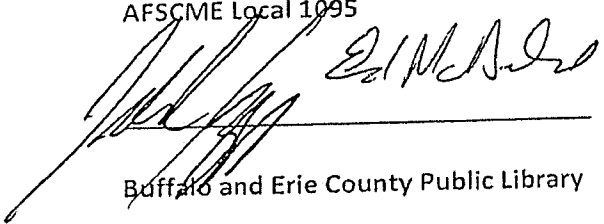
Tracked Revision

10.2(j) Commencing January 1, 2018, employees shall be permitted to sell back forty (40) or sixty (60) hours of accrued and unused vacation leave at the employee's 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 1st of each year they wish to sell vacation hours. Payment shall be made by Payroll Period No. 24 of the same year.

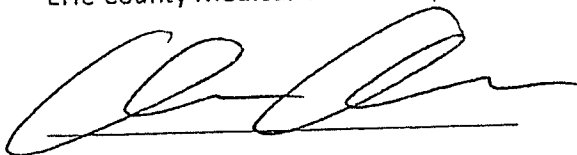
Tentatively Agreed to on _____.

**Agreement is conditioned upon ratification of this Agreement by the parties below.*

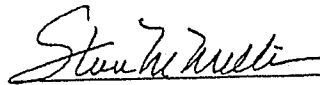
AFSCME Local 1095


Buffalo and Erie County Public Library

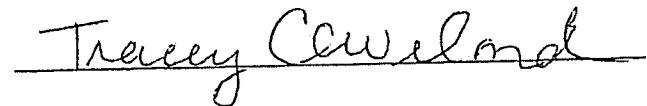
Erie County Medical Center Corporation



Erie County

 10-2017

Erie County Community College



Joint Employers' Proposal #8

ARTICLE X PAID LEAVE OF ABSENCES

10.3 Sick Leave

(m) Employees who have submitted their ~~two-week~~ notice of intent to resign or retire shall be ineligible to use sick leave unless or until such request is accompanied by a written doctor excusal from work. Employees who fail to provide such written excuse shall be docked for all time absent during such period.

Tentatively Agreed to on 8/29/17.

*Agreement is conditioned upon ratification of this Agreement by the parties below.

AFSCME [Signature]

Erie Co. [Signature]

B&ECPL [Signature]

ECC [Signature]

ECMCC [Signature]

[Signature]
Ed McDonald

Joint Employers' Proposal #10

ARTICLE XIV HEALTH INSURANCE

14.2 Health Insurance Waiver

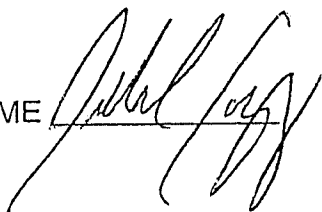
County Employees eligible for medical and dental insurance may waive coverage and receive a cash payment in lieu-of the benefits. The amount payable to employees who waive health insurance coverage shall be ~~\$67.00~~ **\$150.00**/month for single coverage and ~~\$100.00~~ **\$300.00**/month for family coverage. However, where such employee is or is eligible to be covered by another County employee plan, no waiver payments shall be due.

Add language that was omitted in the printing of the contract: Dental language will be restored as well as language referring to the additional 120 health insurance coverage when a person is out sick or disabled.

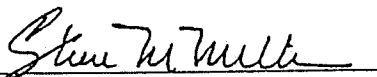
Tentatively Agreed to on 8/29/12.

*Agreement is conditioned upon ratification of this Agreement by the parties below.

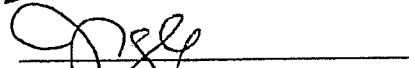
AFSCME



Erie Co.



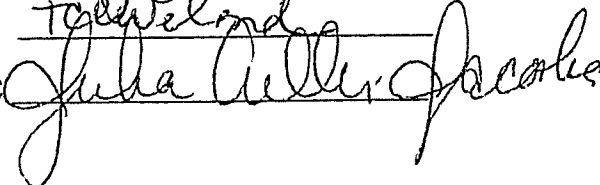
B&ECPL



ECC



ECMCC



Joint Employer Proposal #15

Article XVI, Overtime Work

Eliminate the overtime equalization requirement and utilize a seniority based overtime wheel. Add a requirement to work the entire accepted overtime shift and a two hour cancellation requirement to accepted overtime shifts.

Tracked Revision

16.1

(b) Parties hereto agree to negotiate a procedure whereby overtime canvassing at ECMCC shall be on the basis of cost code, not department. For ECMC employees, overtime work shall be distributed by exhausting an overtime wheel containing names of employees working within the same job classification within a department or unit subdivision arranged by seniority. Once an overtime shift is accepted by an employee, an obligation to work the entire shift is required, unless released early. An employee must provide notice to their supervisor of the cancellation of an accepted overtime shift at least two hours prior to the start of the overtime shift. If an employee does not provide such two (2) hours notice, the employee shall not be canvassed for overtime for sixty (60) days thereafter.

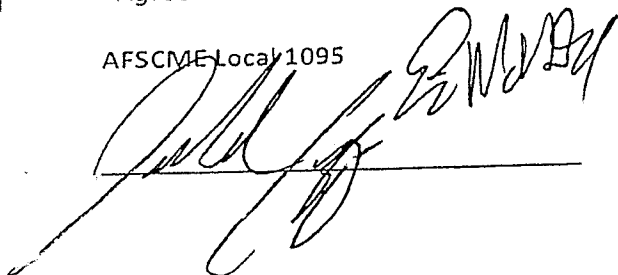
16.2 On such occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours to his credit at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours to his credit will be offered the assignment. The procedure shall be followed until the required employees have been selected for the overtime work or until such list is exhausted, whichever is sooner. This procedure does not apply to ECMC employees. It is agreed and understood, however, that in the event of an emergency or upon exhaustion of such overtime list overtime shall become mandatory and shall be assigned beginning at the start of such overtime list (employee with the least number of overtime hours in the job classification within the department or unit subdivision to his credit) until the overtime manpower needs are met. Under such mandatory conditions, overtime may not be refused. Any such refusal shall be grounds for disciplinary action.

Tentatively Agreed to on 10.20.17.

**Agreement is conditioned upon ratification of this Agreement by the parties below.*

AFSCME Local 1095

Erie County



ARTICLE 18

ADD TO SECTION (C)

18.1(C)

In the event the aforementioned procedures do not result in the filling of the position, and all things being equal as compared to any non-bargaining unit candidates, qualified employees from the bargaining unit who have submitted applications shall be considered for said promotion first. The employer shall notify the Local Union office of all applicable vacancies, and it shall be the obligation of the Union to post and advertise such vacancies to the members of the Bargaining Unit outside of eligible divisions as described in subsection (b) herein. In order to qualify for consideration, Bargaining Unit members shall be subject to the ten (10) calendar day application period that governs internal applications from the division.

Tentatively agreed on 10/20/17

*Agreement is conditioned upon ratification of this agreement by the parties below

AFSCME

COUNCIL 66

ERIE COUNTY

B&ECPL

ECC

ECMCC



Joint Employer Counter/Proposal #17

Change in Job and Work Location

Article XX, Section 20.1

Allow employees in the same job title and not in the same pay grade to be able to utilize Article XX.

Tracked Revision

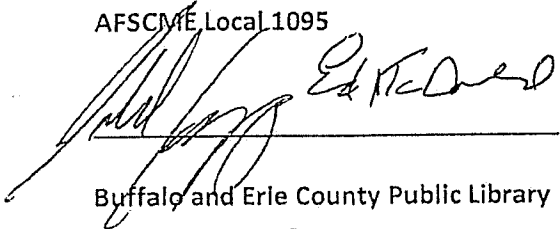
20.1

(f) Applicants must meet or exceed posted job specifications for the respective vacancy and must be specifically qualified to perform the duties of said vacant position. This includes applicants in the same job title as the vacancy who are not being paid the same salary grade as the vacancy.

Tentatively Agreed to on 10/6/17.

**Agreement is conditioned upon ratification of this Agreement by the parties below.*

AFSCME Local 1095



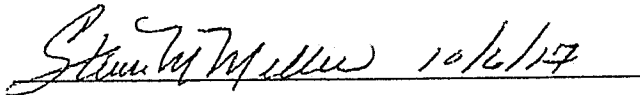
Buffalo and Erie County Public Library



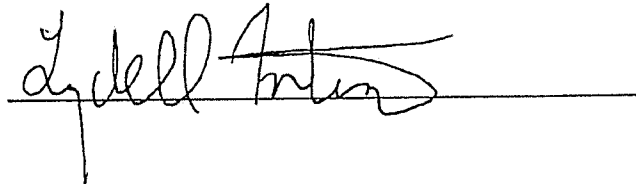
Erie County Medical Center Corporation



Erie County

 10/6/17

Erie County Community College



Joint Employer Counter/Proposal #18

Article XXIII, Oral and Written Warnings

Allow employee the option to limit the time period the oral and written warning may be considered in future disciplinary actions to eighteen (18) months in exchange for not grieving the oral or written warning.

Tracked Revision

23.3 (b)

(viii) Records of disciplinary action will remain in the employee's personnel record, but oral and written warnings will not be considered in future disciplinary actions for the same offense after a period of three years. If an employee elects not to grieve an oral or written warnings such oral or written warning shall be removed from the employee's personnel file after a period of eighteen (18) months.

Tentatively Agreed to on _____.

**Agreement is conditioned upon ratification of this Agreement by the parties below.*

AFSCME Local 1095

Buffalo and Erie County Public Library

Erie County Medical Center Corporation

Erie County

Erie County Community College

Buffalo and Erie County Public Library

Erie County Community College

Tracy Cleveland

Erie County Medical Center Corporation

[Signature]

Joint Employers' Proposal #19

Note: This proposal will apply to only Erie Co., B&ECPL & ECC

This proposal will include ECMCC Acc

Wages

Increase increment steps from 0-5 to 0-7 and reduce time period to proceed to next step for steps 2-5

Tentatively Agreed to on 8/29/17.

*Agreement is conditioned upon ratification of this Agreement by the parties below.

AFSCME *[Signature]*

Erie Co. *[Signature]*

B&ECPL *[Signature]*

ECC *[Signature]*

ECMCC *[Signature]*

[Signature]

OTHER SCALE

New Step	0	1	2	3	4	5	6	7
	Move to step 1 after 6 months of service in Jan/July	Move to step 2 after 1 year at step 1	Move to step 3 after 1 year at step 2	Move to step 4 after 1 year at step 3	Move to step 5 after 1 year at step 4	Move to step 6 after 1 year at step 5	Move to step 7 after 1 year at step 6	
Old Step	0	1	1	1	2	3	4	5
		N/A	N/A	N/A	Move to step 2 after three years and six months	Move to step 2	Move to step 3	Move to step 4 after 1 year at step 5
							Based	Based
							MERIT	MERIT
JG 1								
\$350 upgrade	\$ 26,112.00	\$ 26,946.71	\$ 27,781.43	\$ 28,616.14	\$ 29,450.86	\$ 30,285.57	\$ 31,120.29	\$ 31,955.00
2018	\$ 26,462.00	\$ 27,296.71	\$ 28,131.43	\$ 28,966.14	\$ 29,800.86	\$ 30,635.57	\$ 31,470.29	\$ 32,305.00
2019	\$ 26,991.24	\$ 27,842.65	\$ 28,694.06	\$ 29,545.47	\$ 30,396.87	\$ 31,248.28	\$ 32,099.69	\$ 32,951.10
2020	\$ 27,531.06	\$ 28,399.50	\$ 29,267.94	\$ 30,136.38	\$ 31,004.81	\$ 31,873.25	\$ 32,741.69	\$ 33,610.12
2021	\$ 28,081.69	\$ 28,967.49	\$ 29,853.30	\$ 30,739.10	\$ 31,624.91	\$ 32,510.71	\$ 33,396.52	\$ 34,282.32
	\$ 28,643.32	\$ 29,546.84	\$ 30,450.36	\$ 31,353.88	\$ 32,257.41	\$ 33,160.93	\$ 34,064.45	\$ 34,967.97
JG 2								
\$350 upgrade	\$ 26,620.00	\$ 27,480.86	\$ 28,341.71	\$ 29,202.57	\$ 30,063.43	\$ 30,924.29	\$ 31,785.14	\$ 32,646.00
2018	\$ 26,970.00	\$ 27,830.86	\$ 28,691.71	\$ 29,552.57	\$ 30,413.43	\$ 31,274.29	\$ 32,135.14	\$ 32,996.00
2019	\$ 27,509.40	\$ 28,387.47	\$ 29,265.55	\$ 30,143.62	\$ 31,021.70	\$ 31,899.77	\$ 32,777.85	\$ 33,655.92
2020	\$ 28,059.59	\$ 28,955.22	\$ 29,850.86	\$ 30,746.50	\$ 31,642.13	\$ 32,537.77	\$ 33,433.40	\$ 34,329.04
2021	\$ 28,620.78	\$ 29,534.33	\$ 30,447.88	\$ 31,361.43	\$ 32,274.97	\$ 33,188.52	\$ 34,102.07	\$ 35,015.62
	\$ 29,193.20	\$ 30,125.01	\$ 31,056.83	\$ 31,988.65	\$ 32,920.47	\$ 33,852.29	\$ 34,784.11	\$ 35,715.93
JG 3								
\$350 upgrade	\$ 27,604.00	\$ 28,509.29	\$ 29,414.57	\$ 30,319.86	\$ 31,225.14	\$ 32,130.43	\$ 33,035.71	\$ 33,941.00
2018	\$ 27,954.00	\$ 28,859.29	\$ 29,764.57	\$ 30,669.86	\$ 31,575.14	\$ 32,480.43	\$ 33,385.71	\$ 34,291.00
2019	\$ 28,513.08	\$ 29,436.47	\$ 30,359.86	\$ 31,283.25	\$ 32,206.65	\$ 33,130.04	\$ 34,053.43	\$ 34,976.82
2020	\$ 29,083.34	\$ 30,025.20	\$ 30,967.06	\$ 31,908.92	\$ 32,850.78	\$ 33,792.64	\$ 34,734.50	\$ 35,676.36
2021	\$ 29,665.01	\$ 30,625.70	\$ 31,586.40	\$ 32,547.10	\$ 33,507.79	\$ 34,468.49	\$ 35,429.19	\$ 36,389.88
	\$ 30,258.31	\$ 31,238.22	\$ 32,218.13	\$ 33,198.04	\$ 34,177.95	\$ 35,157.86	\$ 36,137.77	\$ 37,117.68
JG 4								
\$350 upgrade	\$ 28,787.00	\$ 29,746.14	\$ 30,705.29	\$ 31,664.43	\$ 32,623.57	\$ 33,582.71	\$ 34,541.86	\$ 35,501.00
2018	\$ 29,362.74	\$ 30,341.07	\$ 31,319.39	\$ 32,297.72	\$ 33,276.04	\$ 34,254.37	\$ 35,232.69	\$ 36,211.02
2019	\$ 29,949.99	\$ 30,947.89	\$ 31,945.78	\$ 32,943.67	\$ 33,941.56	\$ 34,939.46	\$ 35,937.35	\$ 36,935.24
2020	\$ 30,548.99	\$ 31,566.84	\$ 32,584.69	\$ 33,602.54	\$ 34,620.39	\$ 35,638.25	\$ 36,656.10	\$ 37,673.95
2021	\$ 31,159.97	\$ 32,198.18	\$ 33,236.39	\$ 34,274.60	\$ 35,312.80	\$ 36,351.01	\$ 37,389.22	\$ 38,427.42
JG 5								
\$350 upgrade	\$ 30,451.00	\$ 31,492.86	\$ 32,534.71	\$ 33,576.57	\$ 34,618.43	\$ 35,660.29	\$ 36,702.14	\$ 37,744.00
2018	\$ 31,060.02	\$ 32,122.71	\$ 33,185.41	\$ 34,248.10	\$ 35,310.80	\$ 36,373.49	\$ 37,436.19	\$ 38,498.88
2019	\$ 31,681.22	\$ 32,765.17	\$ 33,849.12	\$ 34,933.06	\$ 36,017.01	\$ 37,100.96	\$ 38,184.91	\$ 39,268.86
2020	\$ 32,314.84	\$ 33,420.47	\$ 34,526.10	\$ 35,631.73	\$ 36,737.35	\$ 37,842.98	\$ 38,948.61	\$ 40,054.23
2021	\$ 32,961.14	\$ 34,088.88	\$ 35,216.62	\$ 36,344.36	\$ 37,472.10	\$ 38,599.84	\$ 39,727.58	\$ 40,855.32
JG 6								
\$350 upgrade	\$ 32,712.00	\$ 33,915.14	\$ 35,118.29	\$ 36,321.43	\$ 37,524.57	\$ 38,727.71	\$ 39,930.86	\$ 41,134.00
2018	\$ 33,366.24	\$ 34,593.45	\$ 35,820.65	\$ 37,047.86	\$ 38,275.06	\$ 39,502.27	\$ 40,729.47	\$ 41,956.68
2019	\$ 34,033.56	\$ 35,285.31	\$ 36,537.06	\$ 37,788.81	\$ 39,040.56	\$ 40,292.31	\$ 41,544.06	\$ 42,795.81
2020	\$ 34,714.24	\$ 35,991.02	\$ 37,267.81	\$ 38,544.59	\$ 39,821.38	\$ 41,098.16	\$ 42,374.95	\$ 43,651.73
2021	\$ 35,408.52	\$ 36,710.84	\$ 38,013.16	\$ 39,315.48	\$ 40,617.80	\$ 41,920.12	\$ 43,222.44	\$ 44,524.76
JG 7								
\$350 upgrade	\$ 35,106.00	\$ 36,534.43	\$ 37,962.86	\$ 39,391.29	\$ 40,819.71	\$ 42,248.14	\$ 43,676.57	\$ 45,105.00

Joint Employer Proposal #24

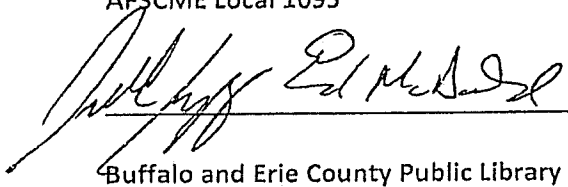
Necessary and Incidental Changes to the CBA.

Replace all reference to "ratification of this agreement" throughout the CBA to actual date of ratification of last CBA and update all wage scale information based on final agreement.

Tentatively Agreed to on 10/6/17.

**Agreement is conditioned upon ratification of this Agreement by the parties below.*

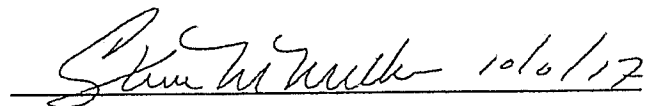
AFSCME Local 1095


Buffalo and Erie County Public Library

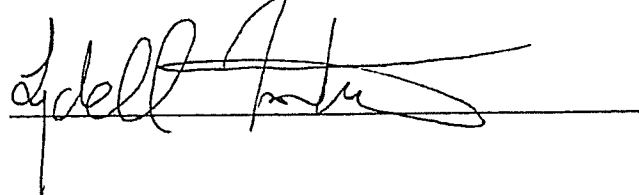
Erie County Medical Center Corporation



ERIE COUNTY



Erie County Community College



Joint Employer Proposal

Dress Code Policy

Change to ECMCC dress code policy (HR-016). Only change is that hoodies are not permitted to wear during working hours.

Dress Code

ERIE COUNTY MEDICAL CENTER POLICY AND PROCEDURE

Name/Title of Policy: DRESS GUIDELINES	Policy #: HR-016
Policy Type (choose one by inserting X) <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> Clinical	Prepared by: Alex Collichio, Director of Labor Relations
Reference: None	Applies to: All ECMCC employees and volunteers

Replaces the following P&P(s), if applicable: IC-054, TER-298, IC-056, ENV-004, SUP-003, PED-035, IC-046, PO-038, AMD-012, ORR-017, PC-003, PC-001, VOL-003, VOL-001, TER-229, SEC-101

Effective Date	10/21/1996			
Review Date	04/2003 07/2012	01/1998 06/2016	06/2000	10/2007
Revision Date	10/21/1996 12/2006	05/2001 10/2007	04/2003 05/2011	05/2003 9/2015 7/2017

I. Policy Purpose, Statement of Policy, and Policy Goals:

The purpose of the guidelines is to ensure that employees present an appearance that reflects positively on ECMCC and complements an environment that reflects an efficient, orderly, and

professionally operated organization. Client, customer and public confidence is enhanced when staff are professionally attired and clearly identified.

These guidelines represent acceptable minimum standards. It is expected that employees will exercise good judgment regarding attire and maintain a neat, well-groomed personal appearance at all times. As departments vary in their needs, requirements, contacts and hazards, each department head will be responsible for encouraging the appropriate attire and appearance of each employee in the department.

II. Dress Guidelines – ECMCC-Wide

1. The ECMCC-Wide guidelines apply to all staff working in all jobs and departments.
2. Hospital identification badges must be worn above the waist and remain visible at all times, in compliance with HR-020, "Policy on Employee Identification Badges".
3. Attire must be clean and neat. Unkempt appearance is inconsistent with the image of the ECMCC. Recommended attire includes skirts, pants and clothing that cover the back, shoulder, and midriff.
 - a) Socks or hosiery should be worn at all times in patient care areas.
 - b) Shoes should be clean and in good condition. For safety reasons, adequate foot protection should be worn.
 - c) Jewelry should be in good taste, and must not interfere in any way with job performance or safety (All body piercing, except for ears, should be covered).
 - d) Attire should be neat and professional.
 - e) Scrub attire may be worn where approved.
4. Inappropriate attire for all ECMC employees includes:
 - a) Clothing that is soiled, stained, torn, patched, ripped, or frayed.
 - b) Excessively tight or short attire; clothing which is revealing and/or distracts from a professional environment.
 - c) Blue jeans (others colors are permitted as long as in compliance with 3[a] and 3[b] above), flip flops, hooded sweatshirts and sweatpants.
 - d) Hats or caps unless they are part of a required uniform.
 - e) Sweatshirts with a hood (Hoodies), with the exception of employees in the Maintenance Worker job title.
 - f) Clothing that creates a distraction or disturbance from a positive professional environment. Articles of clothing that may denote gang involvement or religious/racial/ethnic/sexual intimidation, or illegal activities or violence are prohibited in the work place in addition to items with offensive slogans or pictures, political slogans and/or derogatory words.
5. For safety reasons, in patient care areas and all areas where heavy or moving equipment is in use, employees must wear non-slip footwear. Accordingly, the following are not permitted: platform shoes; flip-flops; moccasins, patient slippers, open toed shoes, sandals. Please ask your supervisor if you are unsure of whether or not this provision applies to your work site. Additionally, in patient care areas the following are prohibited:
 - a. Tattoos which contain gang symbols, profanity, sexually explicit words or pictures, or which promote illegal activity, e.g., such as drug use, underage drinking, etc. should be covered at all times.

6. Hair should be neat, clean and not interfere with job performance.
7. Employees must follow all applicable Infection Control guidelines and policies and wear all required personal protective equipment in areas and situations that require usage of such equipment.
8. Employees must exhibit good personal hygiene at all times. This means clean nails, teeth, hair, shoes, body, and clothes. Neatly trimmed beards and mustaches are acceptable. Hair and fingernail length must be appropriate to the employee's area of work (Refer to Policy on Artificial Fingernails). Fragrances are unacceptable in patient care areas or where they interfere with a co-worker's health.
9. Reasonable exceptions may be made to accommodate injuries, disabilities and for ethnic and religious reasons. Employees with specific reasonable accommodation requests should submit their request in writing to the Human Resources Department.

III. Department Specific Dress Guidelines

Employees required to wear a specific uniform must conform to the uniform requirements of their department. In order to control infection, scrub suits/gowns are required to work in certain patient care areas. ECMCC owned scrub suits/gowns are laundered by ECMCC.

ECMCC employees who are not required to wear a specific uniform are encouraged to wear ECMCC or Terrace View attire on Fridays. ECMCC or Terrace View attire includes authorized current company logo attire, which was approved by ECMCC administration; this attire may be part of a specific promotion or generally available for purchase by ECMCC staff.

1. Operating Room, Cardiac Cath Lab, Prep & Pack, Anesthesia, VAC, Ambulatory Surgery Center, Cysto Suite, Decontamination, and Anesthesiology Personnel:

a) Dress Guidelines

- i It is expected that staff report to work in street clothes, change into scrubs for the duration of the shift, and change back into street clothes upon leaving the building.
- ii A scrub suit must be obtained from the auto valet daily. Scrubs must be changed on an as needed basis; daily or when soiled with blood, body fluids or perspiration. At the end of each shift and when scrubs become soiled, they must be returned to the auto valet.
- iii Shoe covers, when worn, should be changed whenever they become torn, wet, or soiled and should be removed upon leaving the OR suite. Shoes worn within the surgical environment should be clean with no visible soiling and should provide protection. Shoes must have closed toes and backs, low heels and nonskid soles.
- iv If hospital issued scrubs are worn outside of the building, a fresh pair must be donned upon re-entry to the restricted and semi-restricted areas of the operating room.
- v Wearing a lab coat over scrub attire is discouraged since they are not laundered daily.

vi When in the restricted areas, all non-scrubbed personnel should completely cover their arms with a long sleeved disposable scrub jacket. When a long sleeved jacket is worn, it should be snapped closed or buttoned up the front. If the jacket becomes soiled (as in performing a skin prep) it should be changed. Identification Badges including Name, Title and Department must be worn at all times outside of the disposable scrub jacket.

vii The sterile processing team should wear long sleeved disposable scrub jackets that covers the arms while preparing and packaging items in the clean assembly section of the sterile processing area.

viii Personnel entering the semi-restricted and restricted areas should cover the head, hair, ears and facial hair. Personnel wearing scrub attire should not remove the surgical head covering when leaving the Perioperative area. Bouffant and hood-style covers are permitted. Skullcaps are prohibited, unless covered by a bouffant cap, as they fail to cover side hair above ears and hair at the nape of the neck. A bald or shaved head is covered to prevent shedding of skin cells. The head covering is removed when changing into street clothes.

ix All personnel should be in surgical attire before beginning the surgical hand scrub. Items that harbor microorganisms should be removed. An effective antimicrobial surgical hand scrub agent approved by the Infection Control Committee should be used for all surgical hand scrubs.

x Short clean fingernails, no artificial nails or gel tips. Chipped nail polish is unacceptable. Nail polish is unacceptable when scrubbing. Cuticles, hands and forearms should be free of open lesions and breaks in skin integrity.

xi Jewelry (earrings, necklaces, bracelets, rings) that cannot be contained or confined within the scrub attire should not be worn in the semi-restricted or restricted areas. It is acceptable to wear a plain wedding band. Scrubbed personnel must remove watches, rings and bracelets prior to scrubbing.

xii All personal clothing should be covered by the surgical attire. Personal clothing that extends below the sleeve of the surgical attire should not be worn.

b) **Personal Protective Equipment ("PPE")**

i Surgical masks in combination with eye protection devices must be worn whenever splashes, spray, spatter or droplets of blood, body fluids may be generated and eye, nose or mouth contamination can be reasonably anticipated.

ii Protective barriers should be made available to reduce the risk of exposure to potentially infective material. Protective barriers are worn to reduce the risk of exposure to blood, body fluids or other liquids that may contain potentially infectious agents. These barriers must be removed when leaving the operating room area. The following personal protective equipment is available for staff use:

1. Gloves (sterile and unsterile)
2. Masks
3. Face shields
4. Aprons
5. Gowns (sterile and unsterile)
6. Shoe covers

c) **Decontamination**

i The decontamination process is the reduction of bio-burden from the reusable patient care supplies, instruments and equipment. The following PPE should be worn by staff performing decontamination:

1. A clean laundered scrub suit;
2. Hair cover ;
3. Mask and goggles or fluid shield mask;
4. Impervious gown with cuffs;
5. Plastic apron to be worn over gown;
6. Gloves that cover cuffs of gown;
7. Shoe covers

ii Briefcases, backpacks and other personal items that are taken into the semi-restricted or restricted areas should be cleaned with a low level disinfectant and should not be placed on the floor. If the items cannot be effectively cleaned, it should be contained within an impervious cover before being brought into the perioperative areas and should remain covered while in the perioperative areas.

iii Cell phones, tablets and other personal communication or hand-held electronic equipment should be cleaned with a low level disinfectant before and after being brought into the perioperative setting.

2. Department of Rehabilitation Medicine and Imaging Services

a) General

i All personnel are instructed to follow hospital codes and maintain high standards of personal cleanliness.

ii All personnel must perform hand hygiene before and after each patient contact and between different procedures on the same patient (for proper hand hygiene technique refer to ECMC Infection Control Policy).

b) Personal Protective Equipment

i All health care workers will routinely use gloves for touching blood and body fluids, for handling items or surfaces soiled with blood and body fluids, and for performing venipuncture and other vascular access procedures. Gloves will be changed after contact with each patient and hand hygiene performed.

ii Masks and protective eyewear or face shields will be worn during procedures that are likely to generate droplets of blood or body fluids to prevent exposure of mucous membranes of the mouth, nose and eyes.

iii Fluid resistant gowns should be worn during procedures that are likely to generate splashes of blood or other body fluids.

iv PPE will be removed before leaving the work area.

3. P.E.D.S.

a) General Guidelines for Therapists, Psychologists, Special Educators, and Service Coordinators:

i. Dress in casual business attire. (For example: khaki's, slacks, shirts, blouses, sweaters).

ii. Choose modest skirts or shorts (about 2" above the knee).

iii. Choose loose-fitting, comfortable clothing (but not skin-tight, not clingy, no spandex or leggings).

iv. Tops should be modest and not low cut.

v. All tattoos must be covered.

vi. Clothing that is free of any language that may be deemed offensive.

- vii. No exercise clothes or sweats.
 - viii. Tops and pants that meet in the middle.
- 4. **Oncology Clinic**
 - a) **General**
 - i. Administrative Staff may not wear miniskirts, open-toe shoes, shorts, denim jeans or hats.
 - ii. All tattoos must be covered.
 - b) **Personal Protective Equipment**
 - i. PPE will be removed before leaving the work area.
 - ii. All health care workers will routinely use gloves for touching blood and body fluids, for handling items or surfaces soiled with blood and body fluids, and for performing venipuncture and other vascular access procedures.
 - iii. Gloves will be changed after contact with each patient and hand hygiene performed.
 - iv. Masks and protective eyewear or face shields will be worn during procedures that are likely to generate droplets of blood or body fluids to prevent exposure of mucous membranes of the mouth, nose and eyes.
 - v. Fluid resistant gowns should be worn during procedures that are likely to generate splashes of blood or other body fluids.
- 5. **Dental Department**
 - a) **General**
 - i. Dress should be appropriate to hospital activity. Residents and attending staff are to wear professional clinical attire while in the Clinic. Scrub tops are recommended for wear by all residents when treating patients in the Clinic.
 - ii. Non-patient care employees must wear business casual attire.
- 6. **Environmental Services, Laundry and Transport Departments**
 - a) **General**
 - i. Uniforms will be purchased by ECMCC and will remain the property of ECMCC.
 - ii. Each employee in the Environmental Services Department will be issued five (5) sets of uniforms which will consist of:
 - 1. Scrub V-necked shirts
 - 2. Pants, either elastic or tie waist
 - 3. Warm-up jacket
 - iii. Each employee in the Laundry Department will be issued two (2) sets of uniforms which consist of:
 - 1. Scrub V-necked shirts
 - 2. Pants, either elastic or tie waist
 - 3. Warm-up jacket
 - iv. Laundering and care of the uniforms will be the responsibility of the employee.
 - v. Each employee is required to be in uniform each day when reporting to work.
 - vi. In the event an employee should soil his uniform while on duty or for some other reason not have one available, extra uniforms in an assortment of sizes will be kept in the Environmental Services supervisor's office. The uniform will be lent to the employee for the shift and returned at the completion of the workday. It is the responsibility of the supervisor to assure the uniform is returned.

- vii. When uniforms become too worn or for some other reason not suitable to use, they are to be returned to the supervisor where an even exchange will be made.

b) Terrace View Isolation Room Cleaning

- i. Everything in the room is considered contaminated with the patient's germs, so you must take special precautions when cleaning the room to keep from infecting yourself and from spreading these germs throughout the hospital.
- ii. A cabinet should be located outside the isolation room door to supply the clothing items you will need when entering the room.
- iii. When you are asked to clean an isolation room, bring your cart and park it outside the door.
- iv. Remove your rights and wristwatch and place them in your pocket or pin them to your clothing.

c) Personal Protective Equipment

- i. Protective apparel; that is a gown, gloves, a mask and a cap are worn to keep you and your clothing from becoming contaminated by the patient's germs.
- ii. When a mask is used, it is put on before the gown. Place it over your nose and mouth, making certain it covers well so the air you breathe will be filtered.
- iii. Tie the string firmly at the back of your head.
- iv. Next, put on a cap. This will protect your hair from picking up contaminated lint from the air.
- v. Then, unfold the gown with the opening in the back and put your hands in the sleeves.
- vi. Fasten the neckties securely. If any ties are missing, replace the gown with another one.
- vii. Bring the edges of the gown together in the back, overlapping them until the gown fits snugly. Check to see that your uniform is will covered in the back.
- viii. Tie the tapes in a bow at the small of your back.
- ix. Now pull on the disposable gloves for isolation room cleaning.
- x. Remember, everyone that enters the isolation room must wear protective clothing.

d) How to Remove Protective Clothing

- i. Before you leave the patient's room, you must remove your mask and other protective apparel.
- ii. When removing protective apparel, first untie the waist tapes, letting the drop to the side.
- iii. Take off your cap and discard it.
- iv. Remove your gloves and discard them.
- v. Wash your hands.
- vi. Next, remove the mask, holding it only by the strings as you discard it.
- vii. Then, untie the neck tapes of the gown and slip out of the shoulders. Work the gown off your uniform without touching the outside of the gown, and discard in wastebasket.
- viii. Fold the gown so that it is wrong side out and carefully roll it into a bundle to avoid unnecessary scattering of germs.
- ix. Wash your hands thoroughly and dry them with a paper towel.
- x. Use a clean paper towel to turn off the faucet.

- xi. Discard that towel and use another to open the door. Avoid touching anything in the isolation room after you have taken off your gown.
- xii. Drop the paper towel in the wastebasket inside the door as your prop the door open with your foot.
- xiii. Close the top of the wastebasket liner with the paper towel and tie it in preparation for removing it from the room.
- xiv. If you re-enter the room, you must put on fresh protective apparel, so try to finish all your tasks during one entrance into the isolation room to save time and the use of gowns.
- xv. Remember, when removing protective apparel, keep the contaminated area from touching your uniform.

7. Plant Operations

a) General

- i. Uniforms will be purchased by ECMCC.
- ii. Six (6) sets of uniform shirts and pants are provided by ECMCC and must be clean and pressed. Baseball caps are also provided.
- iii. Employees must launder their own clothing.
- iv. Assistant Supervisors to wear burgundy colored shirts with khaki or navy pants. All other personnel to wear navy blue colored shirts with khaki or navy pants
- v. Appropriate outerwear shall be provided for employees whose assigned daily job location requires them to work outside.
- vi. Uniforms must fit properly and be free of any defects. Uniforms that are damaged will be replaced. Replacement must be approved from the Principal Clerk in G80.

8. Hospital Police

a) Hospital Public Safety Officers ("HPSO")

- i. All officers must wear issued uniforms in a clean and proper manner. Further, Officers are expected to keep all issued equipment in good working order. Leather gear and footwear will be kept polished.
- ii. Only issued clothing and equipment will be worn. Non-issued items shall only be worn with the express permission of the Chief Hospital Public Safety Officer. Dates will be determined by the CHPSO as to when the department will transition from season to season.
- iii. All officers will be required to launder their own uniform clothing.
- iv. Foot wear will consist of black boots or black shoes only (shoes will be worn with black socks only)

b) HPSO - Winter Uniform

- i. It is mandatory for all officers to maintain a proper uniform as follows:
 - 1. Long sleeve shirt
 - 2. Necktie or turtle neck (if outer carrier is worn)
 - 3. Striped pants
 - 4. Baseball and knit hats may be worn outside only
 - 5. Jacket of the Officer's choosing
 - 6. Sweater

c) HPSO - Summer Uniform

ii. If a necktie is worn, a tie bar bearing the words "Hospital Police" must also be worn.

i) **Weapons**

i. Only weapons issued or authorized by the CHPSO shall be carried, in accordance with the ECMC HPD Weapons Policy (SEC-100).

j) **Radios**

i. Radios will be carried in either a dedicated holder affixed to the officer's belt, or in the designated radio pouch of the exterior body armor carrier

ii. Lapel microphone will be worn on the same side as the radio is carried.

k) **Body Armor**

i. Body Armor is to be worn by all Officers during the course of their duties.

ii. Ranked Officers and Investigators will be exempt.

iii. Officers may wear their body armor exposed or concealed

iv. When armor is exposed, the issued placards bearing the words.

l) **Grooming**

i. Male employees will be clean shaven. All facial hair with the exception of a well-groomed mustache that does not extend beyond the lower lip will be prohibited.

ii. Sideburns shall not extend below the middle of the ear.

iii. Hair will be cut short enough as not to touch the ear or collar of an employee's uniform shirt.

iv. Female employee's hair must be worn up in a manner to reduce the potential of subjects being able to grab hold of the employee's hair. Hair hold ornaments (barrettes, pins, clips) if used must be inconspicuously placed. Hair will not fall over the eyebrows or extend below the bottom edge of the collar.

m) **Separation**

i. Upon separation, Officers will be required to turn in all weapons, leather gear, badges, collar brass, tie clips, ID cards, keys, emblems, and patches.

ii. Officers are NOT required to turn in footwear, pants, or shirts (patches need to be removed and turned in).

n) **Damaged Uniform**

i. In the event an Officer damages clothing or equipment in the course of their duties it will be the responsibility of that Officer to return and or retrieve replacement items that are authorized by the Department. The Department will pay for any damaged clothing or equipment if those items were legitimately damaged in the course of the Officer's duties.

o) **Jewelry**

i. No HPSA or HPSO shall wear jewelry of any kind with exception of wrist watches, wedding bands, and engagement rings.

10. Volunteers

a) **General**

i. All volunteers shall wear an identification badge provided by the facility when on duty in a volunteer capacity.

ii. Volunteers are required to adhere to the ECMC Dress Code policy and wear appropriate or professional attire.

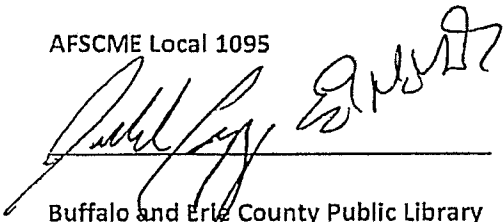
iii. The following attire is not allowed:

1. Spandex, T-shirts with slogans, cutoffs, halter tops, bare midriffs, sandals, thongs, clogs, flip flops, short shorts, tank tops, plunging necklines, exposed undergarments.
 - iv. Volunteers will be provided with distinguishing uniforms as needed by the Volunteer Office.
 - v. The male uniform is a hunter green vest.
 - vi. The female uniform is either a hunter green vest or hunter green apron.
 - vii. The uniform must be worn at all times while on duty in the hospital, unless special arrangements have been made by the Volunteer Office.
 - viii. The volunteer is assigned a uniform for use during his/her tenure as a volunteer. It is the volunteer's responsibility to maintain the uniform and to return it when leaving the volunteer program.
- b) **Junior Volunteers**
- i. Junior Volunteers will be provided with distinguishing uniforms by the Volunteer Office.
 1. The uniform is a hunter green apron or vest.
 2. The uniform must be worn at all times while on duty in the hospital, unless special arrangements have been made with the Volunteer Office.
 3. The Junior Volunteer is assigned a uniform for use during his/her tenure as a volunteer. It is the volunteer's responsibility to maintain the uniform and to return it when leaving the Junior Volunteer Program.
- c) **Pastoral Care Volunteers**
- i. Pastoral Care Volunteers will be provided with distinguishing uniforms by the Pastoral Care office.
 1. The male uniform is a blue jacket; the female uniform is "hospital cherry red" (Exception: See Junior Volunteers Policy V-4).
 2. The uniform must be worn at all times while on duty in the hospital, unless special arrangements have been made by the Volunteer Office.
 3. The volunteer is assigned a uniform for use during his/her tenure as a volunteer. It is the volunteer's responsibility to maintain the uniform and to return it when leaving the volunteer program.
- d) **Pastoral Care Volunteers, Junior**
- i. Junior Pastoral Care Volunteers will be provided with distinguishing uniforms by the Pastoral Care office.
 1. The young men's uniform is a light blue jacket worn over black, blue or white slacks.
 2. The young ladies uniform is a red/white-striped apron worn over a white blouse or white t-shirt with black, blue or white slacks or skirt.
 3. The uniform must be worn at all times while on duty in the hospital, unless special arrangements have been made with the Volunteer office.
 4. The Junior Pastoral Care Volunteer is assigned a uniform for use during his/her tenure as a volunteer. It is the volunteer's responsibility to maintain the uniform and to return it when leaving the Junior Pastoral Care Volunteer Program.

Tentatively Agreed to on _____.

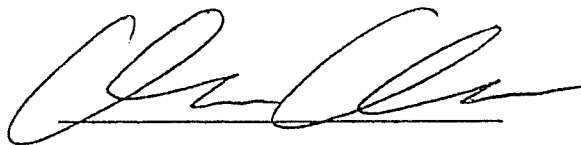
**Agreement is conditioned upon ratification of this Agreement by the parties below.*

AFSCME Local 1095



Buffalo and Erie County Public Library

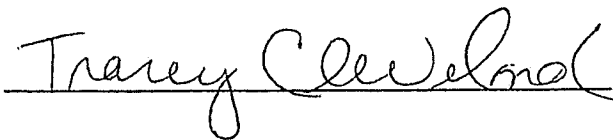
Erie County Medical Center Corporation



Erie County

 10.20.17

Erie County Community College



Joint Employers Tentative Agreement
One Year Restriction on Disciplinary Action
Article XXIII, Section 23.3(b)

Restrict discipline for acts or failure to act within one year of when the employer knew or should have known of the occurrence giving rise to disciplinary action.

Tracked Revision

23.2(b)

(ix) An employee shall not be disciplined for acts or failure to act after one (1) year of when the employer knew or reasonably should have known of the occurrence giving rise to the disciplinary action, unless such acts or failure to act constitutes a crime under federal or New York State law.

Tentatively Agreed to on 10-20-17

**Agreement is conditioned upon ratification of this Agreement by the parties below.*

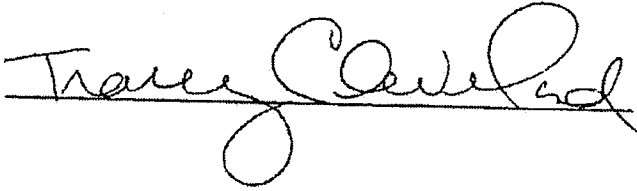
AFSCME Local 1095


Buffalo and Erie County Public Library


Erie County Medical Center Corporation

Erie County

 10-20-17
Erie County Community College



Joint Employers Counter/Proposal #16
Compensatory Time
Article XVI, Section 16.8(a)

Allow compensatory time to be used in one hour increments, rollover year to year, and eliminate the 120 day limit on taking compensatory time.

Tracked Revision

Section 16.8(a) Employees may request in writing to be provided compensatory time in lieu of cash payment for overtime worked. This written request shall be filed with the employee's Department Head annually by January 1st of that year. Compensatory time earned may be taken only in one hour increments and upon the prior approval of the employee's Department Head or his designee. Employees who opt to take compensatory time will be allowed no more than eighty (80) hours per calendar year. Each employee that opts to take compensatory time in accordance with this Section, shall accumulate compensatory time at the rate of time and one-half (1-1/2) for each hour or part thereof worked. Once an employee reaches the maximum amount of compensatory time, the employee shall be paid for any future overtime hours in accordance with Section 16.4. Any unused compensatory time shall be rolled over into the following year, but in no event later than 120 days after it is earned unless otherwise mutually agreed to by the employee and his department head or designee. However, the period within which any unused compensatory time accumulated prior to the signing of this Agreement shall commence upon such signing and extend for 360 calendar days unless mutually extended by the employee and his department head or his designee.

Tentatively Agreed to on _____
*Agreement is conditioned upon ratification of this Agreement by the parties below.

AFSCME Local 1095

Buffalo and Erie County Public Library

Erie County Medical Center Corporation

Erie County

Erie County Community College

**A Resolution Ratifying
Agreement with CSEA**

Approved January 30, 2018

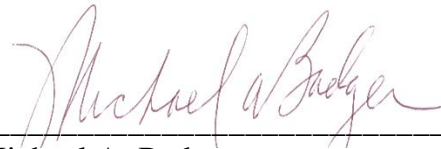
WHEREAS, Erie County, Erie County Medical Center Corporation ("Corporation") and the Civil Service Employees Association ("CSEA") reached a contract settlement memorialized in a tentative agreement signed on December 21, 2017 ("Agreement"); and

WHEREAS, the CSEA membership employed by the Corporation ratified the Agreement on January 5, 2018, and

WHEREAS, the Chief Executive Officer and the Finance Committee have reviewed the terms of the Agreement and recommend that the Board of Directors of the Corporation ratify the Agreement signed December 21, 2017 because it is in the best interests of the Corporation to do so;

NOW, THEREFORE, the Board of Directors resolves as follows:

1. The Agreement reached December 21, 2017, a copy of which is appended to this resolution, is hereby ratified.
2. The Corporation is authorized to do all things necessary and appropriate to implement this Agreement.
3. This resolution shall take effect immediately.



Michael A. Badger
Corporation Secretary

COLLECTIVE NEGOTIATIONS SETTLEMENT MEMORANDUM

The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO on behalf of the CSEA Erie County White Collar Employee Unit 815-6749 (hereinafter referred to as "The Union" or "the CSEA") and the County of Erie and its joint employers (hereinafter referred to collectively as "The County" or the "Employer") were parties to a collective negotiation which took place over the multiple months preceding date of this Memorandum. The parties' negotiating teams have reached a Tentative Agreement for a new collective bargaining agreement which they desire to record in this Memorandum.

The new collective bargaining agreement will include the terms of the expired collective bargaining agreement between the Union and the Employer as modified by the terms of the attached Tentative Agreements.

DURATION

Modify Cover Page and all other applicable Article and Sections of the collective bargaining agreement to reflect a Six (6) year contract duration, commencing on January 1, 2017 through December 31, 2022.

RECOGNITION

Modify Article I – "Recognition", Section 1.4 of the collective bargaining agreement as follows (deletions shall be recorded in a ~~strike through~~ format, and additions in an **emboldened underlined** format):

"The County recognizes CSEA as the exclusive negotiating agent for employees within the designated unit as certified by the Public Employment Relations Board in its Case Number C-2074 **and its Case Number CP-1504** in any and all proceedings under the Public Employee's Fair Employment Act."

DEFINITIONS

Modify Article II – "Definitions", Section 4 of the collective bargaining agreement as follows (deletions shall be recorded in a ~~strike through~~ format, and additions in an **emboldened underlined** format):

"Bargaining Unit" means the certified bargaining unit which is composed of only those employees as defined above and individuals who hold certain regular part-time positions (20 working hours or more per week), **and part-time employees (less than nineteen (19) working hours per week)**, both **all** of whose titles appear in Appendix A attached hereto.

UNION INSURANCE REPRESENTATIVES

Modify Article V – “Dues, Checkoff, Agency Shop & Union Insurance Program”, Section 5.7 of the collective bargaining agreement as follows (deletions shall be recorded in a ~~strike through~~ format, and additions in an **emboldened underlined** format):

“The CSEA shall have the right to designate an insurance representative to visit an individual bargaining unit member covered by this Agreement, on the job, for the purpose of explaining the insurance protection of a CSEA sponsored insurance program.

Only one such visit per bargaining unit member per contract year shall be permitted and only after receiving prior approval from the bargaining unit member’s department head or his/her designee, and in no event shall such visit exceed one-half hour in duration.

The designation of insurance representative shall be in writing sent to the appropriate County official, on the effective date of this Agreement, and shall subsequently be renewed from year to year during the term of this Agreement setting forth the specific names and addresses of such insurance representatives. In no event shall there be more than two representatives designated in any one year. Failure on the part of the Union and/or its insurance representatives to comply with the provisions of this section shall release the County from any obligation provided in this section for the remaining term of this Agreement.

Such insurance representatives shall be permitted to attend new-employee orientation sessions.”

SHIFT DIFFERENTIAL

Modify Article XIII – “Hours of Work”, Section 13.7 – “Shift Differential”, subsection (a) of the collective bargaining agreement as follows (deletions shall be recorded in a ~~strike through~~ format, and additions in an **emboldened underlined** format):

“~~An eighty-five (\$.85) cents~~ **one dollar and twenty cents (\$1.20)** per hour shift differential will be granted to all employees on the second **shift (i.e. Afternoon shift)** ~~or~~ **and a one dollar and fifty cents (\$1.50) per hour shift differential will be granted to all employees on the** third shifts **(i.e.. Midnight shift)** for every hour actually worked on such shifts.”

FLEXIBLE TIME SCHEDULING - ECMCC

Modify Article XIII – “Hours of Work”, Section 13.8 – “Flexible Time Scheduling” of the collective bargaining agreement as follows (deletions shall be recorded in a ~~strike through~~ format, and additions in an **emboldened underlined** format):

format):

“Each Department Head shall have the authority to provide for flex time scheduling within his/her Department. It is understood, however, that no such scheduling shall occur without the concurrence of the employees affected. It is further understood that the Department head is not obligated to agree to flex time scheduling on an employee by employee basis and may insist that any such scheduling changes include coverage during the hours he/she deems necessary. Finally, either party may request to return to a regular as opposed to a flex time shift upon seven (7) days’ notice prior to the start of a pay period and it shall be granted.

Flex shifts shall include four (4) core or required hours. These hours shall be from 10:30 a.m. to 2:30 p.m. There will be a one (1) hour lunch period permitted to be taken between 11:00 a.m. and 3:00 p.m. usually taken half way through the shift. The other four hours which are necessary to complete an eight (8) hour work day shall begin at 7:30, 8:00, 8:30, 9:00, 9:30, 10:00 and 10:30 a.m.

Employees will receive two (2) fifteen (15) minute breaks usually taken as follows: one in the first half of the shift and the other in the second half. Employees shall work at least one (1) full hour into each half before taking a break.

Flex time shift shall be offered on a Seniority basis.

Flex time scheduling shall not apply to twenty-four (24) hour a day facilities except in those areas which operate less than 24 hours a day.

Bargaining unit members employed by ECMCC must consult Appendix E of this Agreement on the subject of Flexible Time Scheduling.

HOURS OF WORK – PART-TIME EMPLOYEES

Modify Article XIII – “Hours of Work” by adding the following as Section 13.9 of the collective bargaining agreement (deletions shall be recorded in a ~~strike through~~ format, and additions in an **emboldened underlined** format):

“The Employer shall provide part-time employees with their schedules with at least seven (7) days advance notice. Once the schedule for a part-time employee is posted, it cannot be changed without the consent of the effected part-time employee.”

HOURS OF WORK – PART-TIME EMPLOYEES

Modify Article XIII – “Hours of Work” by adding the following as Section 13.10 of the collective bargaining agreement (deletions shall be recorded in a ~~strike through~~ format, and additions in an **emboldened underlined** format):

“If a part time employee is scheduled to work four (4) hours or more on a workday, a fifteen (15) minute paid break shall be provided. If a part time employee is scheduled to work six (6) hours or more on a workday, a thirty (30) minute unpaid lunch break shall be required.”

HOLIDAYS – PART-TIME EMPLOYEES

Modify Article XIV – “Holidays”, of the collective bargaining agreement by adding the following as Section 14.5 (deletions shall be recorded in a ~~strike through~~ format, and additions in an **emboldened underlined** format):

“Part-time employees shall not be entitled to the Holiday benefits covered under this Article 14 of the Agreement.”

VACATION SELL-BACK

Modify Article XV – “Vacations”, Section 15.3 of the collective bargaining agreement as follows (deletions shall be recorded in a ~~strike through~~ format, and additions in an **emboldened underlined** format):

~~“Effective January 1, 2015 and thereafter, Employees shall be eligible to sell back up to forty (40) sixty (60) hours vacation each year, in as little as one (1) hour blocks. Such employees must have at least eighty (80) hours of vacation leave in their bank and notify their supervisor by September 1st of each year that they wish to sell vacation hours. Payment for such sell back shall be made in payroll period 24.~~

~~Bargaining unit employees employed by the Erie County Medical Center Corporation (ECMCC) should consult Appendix E of this Agreement for their Vacation sell-back provision.”~~

PART-TIME EMPLOYEE VACATION

Modify Article XV – “Vacations”, of the collective bargaining agreement by adding the following as Section 15.11 (deletions shall be recorded in a ~~strike through~~ format, and additions in an **emboldened underlined** format):

“Part-time employees shall not receive paid vacation benefits under the terms of Article XV of this agreement. However, once per year, upon request, part-time employees shall be allowed one (1) workweek without any hours being scheduled, and subject to departmental need and approval, thirty-eight (38) hours may be scheduled in the corresponding workweek in the same pay period in order to accommodate a duty-free week without loss of pay.”

OVERTIME – ECMCC EMPLOYEES

Modify Article XVI – “Overtime”, Section 16.2 of the collective bargaining agreement as follows (deletions shall be recorded in a ~~strike-through~~ format, and additions in an **emboldened underlined** format):

“Overtime work shall be distributed equally to employees working within the same job classification within a department or unit subdivision. The distribution of overtime shall be equalized over each calendar quarter. **Bargaining unit employees employed by ECMCC must consult Appendix E of this Agreement on the subject of overtime distribution, cancellation and emergency mandation.**”

COMPENSATORY TIME

Modify Article XVI – “Overtime”, Section 16.10 of the collective bargaining agreement as follows (deletions shall be recorded in a ~~strike-through~~ format, and additions in an **emboldened underlined** format):

“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 eighty (80) hours. 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, **or upon the employee’s initial hire**. 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/her request for compensatory time, shall be paid for overtime hours worked as provided in this Article XVI. 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.

(Continue with the remainder of the existing Section 16.10)”

SICK LEAVE MAXIMUM BONUS

Modify Article XVII – “Sick Leave”, Section 17.10 of the collective bargaining agreement as follows (deletions shall be recorded in a ~~strike-through~~ format, and additions in an **emboldened underlined** format):

- (a) There will be a ~~three hundred dollar (\$300)~~ **six hundred (\$600)** bonus for any employee who reaches the maximum of eighteen hundred (1800) hours of accumulated sick leave. Payment of the initial bonus will be in the first paycheck after eighteen hundred (1800) hours is reached.

- (b) Thereafter, an additional bonus of ~~two hundred dollars (\$200)~~ **four hundred dollar (\$400)** will be earned on the twelve (12) month anniversary date of the initial ~~three hundred dollar (\$300)~~ **six hundred dollar (\$600)** bonus, provided that the employee maintains the maximum amount of sick leave on that anniversary date and has used five (5) or less sick days during the preceding twelve (12) month period. The additional ~~two hundred dollar (\$200)~~ **four hundred-dollar (\$400)** bonus will be paid in the first paycheck after the anniversary date has been reached and the bonus has been earned.
- (c) As used herein, the term “anniversary date” shall mean the date the employee became eligible for the initial sick leave bonus of ~~three hundred dollars (\$300)~~ **six hundred dollars (\$600).**

SICK LEAVE – PART-TIME EMPLOYEES

Modify Article XVII – “Sick Leave”, of the collective bargaining agreement by adding the following as Section 17.12 (deletions shall be recorded in a ~~strike-through~~ format, and additions in an **emboldened underlined** format):

“In cases where a part-time employee is sick and cannot report to work, such leave shall be unpaid. However, subject to departmental need and approval, such employee may flex within a pay period in order to work a day for which they were previously not scheduled.”

PERSONAL LEAVE

Modify Article XVIII – “Personal Leave”, Section 18.3 of the collective bargaining agreement as follows (deletions shall be recorded in a ~~strike-through~~ format, and additions in an **emboldened underlined** format):

“In order for the department head and/or the immediate supervisor to arrange for adequate work coverage, application 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 or more and four (4) working days’ notice in advance when the requested time is for three (3) days or less. There shall be no restrictions on when this leave is to be taken unless stated in this article. In cases of emergency, the five (5) or four (4) days of advance notice may be waived by the Department Head. All 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~~ **thirty (30) minute** units. There shall be no restrictions as to when this leave is to be taken except as reflected in this section. Every attempt will be made to grant the day(s) requested.”

PART TIME EMPLOYEE PAID LEAVE TIME

Modify Article XVIII – “Personal Leave”, by adding the following as Section 18.4

of the collective bargaining agreement (deletions shall be recorded in a ~~strike-through~~ format, and additions in an **emboldened underlined** format):

“Part-time employees shall receive six (6) hours of paid leave time on Christmas Day of each year.”

BEREAVEMENT LEAVE

Modify Article XIX – “Leave Because of Death in the Family”, Section 19.1 of the collective bargaining agreement as follows (deletions shall be recorded in a ~~strike-through~~ format, and additions in an **emboldened underlined** format):

“An employee who has a death in the immediate family (parent, spouse, brother, sister, **step-sibling**, child, **step-child**, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, foster child, step-parent, great grandparents, 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~~ **four (4) consecutive working** days ~~from and including~~ **commencing with** the date of death, **or the date of memorial services, at the option of the affected employee.** However, if the death occurs after the employee reports to work, that day will not be counted as one of the ~~five (5) consecutive calendar~~ **four (4) consecutive working** days and upon giving appropriate notice, such employee will be allowed to leave for the remainder of the shift without loss of pay.”

BEREAVEMENT LEAVE – PART-TIME EMPLOYEES

Modify Article XIX – “Leave Because of Death in the Family”, of the collective bargaining agreement by adding the following as Section 19.2 as follows (deletions shall be recorded in a ~~strike-through~~ format, and additions in an **emboldened underlined** format):

“Upon the death of a covered family member (as defined by Section 19.1), part time employees shall receive one (1) day of paid bereavement leave following the death, provided that such day is a regularly scheduled work day. Pay shall be the number of hours that the employee was scheduled for.”

Upon request, part time employees may receive further time off for bereavement, however it shall be unpaid leave.”

JURY DUTY – PART-TIME EMPLOYEES

Modify Article XX – “Leave for Jury Duty”, by adding the following as Section 20.6 of the collective bargaining agreement (deletions shall be recorded in a ~~strike-~~

through format, and additions in an **emboldened underlined** format):

“Part time employees shall be covered under all of the benefits contained in Article XX, so long as the jury duty in question is required during dates and times when such part-time employee would be normally scheduled to work.”

CIVIL SERVICE EXAMINATIONS

Modify Article XXI – “Time off for Civil Service Examinations” of the collective bargaining agreement by adding the following as Section 21.4 (deletions shall be recorded in a ~~strike through~~ format, and additions in an **emboldened underlined** format):

“Employees shall have all fees associated with County provided promotional civil service examinations waived.”

CIVIL SERVICE EXAMINATIONS – PART-TIME EMPLOYEES

Modify Article XXI – “Time off for Civil Service Examinations” of the collective bargaining agreement by adding the following as Section 21.5 (deletions shall be recorded in a ~~strike through~~ format, and additions in an **emboldened underlined** format):

“Part time employees shall not be covered under the terms of Article XXI”

MATERNITY LEAVE

Modify Article XXII – “Leaves of Absence Without Pay” of the collective bargaining agreement by adding the following to Section 22.2 – “Maternity Leave” as subsection (d) (deletions shall be recorded in a ~~strike through~~ format, and additions in an **emboldened underlined** format):

“When an employee has exhausted all her paid leave time and FMLA entitlement, and is on a leave under Section 22.2(a), the employee’s health insurance coverage shall be continued for six (6) weeks in the case of a natural birth or eight (8) weeks in the case of a Caesarean section or the end of the leave under Section 22.2(a), whichever is lesser. This provision shall not apply to the continuation of a health insurance waiver payment.”

LEAVES OF ABSENCE WITHOUT PAY – PART-TIME EMPLOYEES

Modify Article XXII – “Leaves of Absence Without Pay” of the collective bargaining agreement by adding the following as Section 22.6 (deletions shall be

recorded in a ~~strike-through~~ format, and additions in an **emboldened underlined** format):

“Part time employees shall be entitled to the Maternity Leave benefits under Section 22.2, the Leave for War Work benefits under Section 22.5, and the Military Leave benefits under Section 22.11, however Part time employees shall not be covered under the remaining terms of Article XXII”

EMERGENCY CLOSING – PART-TIME EMPLOYEES

Modify Article XXIII – “Emergency Closing” of the collective bargaining agreement by adding the following as Section 23.1 (deletions shall be recorded in a ~~strike-through~~ format, and additions in an **emboldened underlined** format):

“In cases where an emergency closing causes a part time employee to miss a regularly scheduled work shift, subject to departmental needs and approval, such employees may be scheduled for another day during that pay period that he/she was previously not scheduled for.”

DENTAL INSURANCE – JOINT COMMITTEE

Modify Article XXV – “Health Insurance”, Section 25.2 – “Dental Insurance”, of the collective bargaining agreement as follows (deletions shall be recorded in a ~~strike-through~~ format, and additions in an **emboldened underlined** format):

“The Employer shall provide the GHI Preferred Dental Plan with 100% orthodonture and 100% prosthetics coverage for each employee covered under this contract in accordance with the type of coverage (single or family) desired by the employee. The employer shall pay the full cost of single coverage and 90% of the cost of family coverage. Any premium cost in this section shall be paid by the employee on a bi-weekly payroll deduction.

The parties shall establish a joint labor/management committee for the purposes of discussing and pursuing modifications and potential enhancements to the current Dental Coverage provided to bargaining unit employees.”

HEALTH INSURANCE – ACTIVE EMPLOYEE HEALTH INSURANCE CONTRIBUTION

Modify Article XXV – “Health Insurance”, Section 25.3 – “Payment for Health Insurance”, subsection (a) of the collective bargaining agreement as follows (deletions shall be recorded in a ~~strike-through~~ format, and additions in an **emboldened underlined** format):

~~“The employer shall contribute one hundred percent (100%) of the monthly cost of the Core Plan for all employees hired on or prior to August 7, 2014, until December 31, 2014. Commencing January 1, 2015, the employer shall contribute one hundred percent (100%) of the monthly cost of the Value Plan for all employees hired on or prior to August 7, 2014.~~

Commencing (insert date of successful ratification and legislative approval), the Employer shall provide all employees hired on or prior to August 7, 2014 with the Value (POS 204) health insurance plan. Such employees hired on or prior to August 7, 2014 shall be required to contribute toward the Value (POS 204) health insurance plan premium through payroll deduction on a pre-tax basis at the following rates:

(Date of ratification and legislative approval) through December 31, 2018

<u>Family Plan</u>	<u>\$65.38 per pay period (26 pay periods per year)</u>
<u>Single Plan</u>	<u>\$23.07 per pay period (26 pay periods per year)</u>

January 1, 2019 through December 31, 2019

<u>Family Plan</u>	<u>\$80.76 per pay period (26 pay periods per year)</u>
<u>Single Plan</u>	<u>\$30.77 per pay period (26 pay periods per year)</u>

January 1, 2020 through December 31, 2020

<u>Family Plan</u>	<u>\$96.15 per pay period (26 pay periods per year)</u>
<u>Single Plan</u>	<u>\$38.46 per pay period (26 pay periods per year)</u>

January 1, 2021 through December 31, 2021

<u>Family Plan</u>	<u>\$111.54 per pay period (26 pay periods per year)</u>
<u>Single Plan</u>	<u>\$ 46.15 per pay period (26 pay period per year)</u>

January 1, 2022 through December 31, 2022

<u>Family Plan</u>	<u>\$126.92 per pay period (26 pay periods per year)</u>
<u>Single Plan</u>	<u>\$ 53.85 per pay period (26 pay periods per year)</u>

The above flat health insurance premium contributions shall never exceed more than fifteen percent (15%) of the total premium costs.

~~The employer shall contribute eighty five percent (85%) of the monthly cost of the Value Plan for all employees hired after August 7, 2014. Such employees shall be responsible for a health insurance contribution equal to fifteen percent (15%) of the Value Plan premium. Such contributions shall be made through payroll deduction on a pre-tax basis.~~

The Employer shall provide all employees hired after August 7, 2014 with the Value (POS 204) health insurance plan. Such employees hired after August 7, 2014 shall be required to contribute fifteen percent (15%) of the Value (POS 204) health insurance plan premium through payroll deduction on a pre-tax basis, up to a maximum annual amount of six thousand dollars (\$6,000) for a family plan, and two-thousand five-hundred dollars (\$2,500) for a single plan.

HEALTH INSURANCE – ACTIVE EMPLOYEE HEALTH INSURANCE CONTRIBUTION

Modify Article XXV – “Health Insurance”, Section 25.3 – “Payment for Health Insurance”, subsection (b) of the collective bargaining agreement as follows (deletions shall be recorded in a ~~strike-through~~ format, and additions in an **emboldened underlined** format):

~~“Employees hired on or prior to August 7, 2014 who choose the Enhanced Plan shall pay the difference in the cost between the Core Plan and the Enhanced Plan through December 31, 2014. Employees hired after August 7, 2014 who choose the Enhanced (POS 202) Plan or the Core (POS 203) plan shall pay the difference in cost between their selection and eighty-five percent (85%) of the employer’s contractually required contribution to the cost of the Value (POS 204) Plan.~~

~~Commencing January 1, 2015, employees hired on or prior to August 7, 2014 who choose the Enhance Plan or Core Plan shall pay the difference in cost between their selection and the cost of the Value Plan.”~~

HEALTH INSURANCE – ACTIVE EMPLOYEE HEALTH INSURANCE CONTRIBUTION

Modify Article XXV – “Health Insurance”, Section 25.3 – “Payment for Health Insurance”, subsection (c) of the collective bargaining agreement as follows (deletions shall be recorded in a ~~strike-through~~ format, and additions in an **emboldened underlined** format):

~~“For employees hired on or prior to August 7, 2014 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. This provision shall cease on January 1, 2015 when the Value Plan becomes the one hundred percent (100%) employer paid base option for such employees. Employees hired after August 7, 2014 are not eligible for this provision.~~

Employees, regardless of their respective date of hire, shall have the option to choose the Bronze (POS 8200) High Deductible plan. The Employer shall contribute one-hundred percent (100%) of the premium cost of the Bronze (POS 8200) High Deductible health insurance plan on behalf of those employees who choose this option.”

RETIREE HEALTH INSURANCE

Modify Article XXV – “Health Insurance”, Section 25.5 – “Retired Employees” of

the collective bargaining agreement by adding the following (deletions shall be recorded in a ~~strike-through~~ format, and additions in an **emboldened underlined** format):

“Employees hired on or prior to 8/7/14 who retire on or after January 1, 2020.

Employees who retire with at least fifteen (15) year of service on or after January 1, 2020 shall be responsible to contribute toward their retiree health insurance benefit at a rate of five percent (5%) of the applicable premium. The Employer shall continue to contribute 95% of the applicable premium for such retired employees.”

SICK LEAVE AT RETIREMENT BENEFIT

Modify Article XXV – “Health Insurance”, Section 25.6 – “Additional Retiree Benefits” of the collective bargaining agreement as follows (deletions shall be recorded in a ~~strike-through~~ format, and additions in an **emboldened underlined** format):

“Employees who retire from County service with ten (10) years of County service shall be eligible for the following:

- (1) Employees who have a minimum of eight hundred (800) hours of accumulated sick leave as of the date of retirement shall receive ~~two thousand dollars (\$2000)~~ **three thousand dollars (\$3000)** cash.
- (2) Employees who have a minimum of twelve hundred (1200) hours of accumulated sick leave as of the date of retirement shall receive ~~three thousand dollars (\$3000)~~ **five thousand dollars (\$5000)** cash.
- (3) Employees who have a minimum of eighteen hundred (1800) hours of accumulated sick leave as of the date of retirement shall receive ~~five thousand dollars (\$5000)~~ **seven thousand dollars (\$7000)** cash.

Employees hired after August 7, 2014, **or after February 22, 2013 if employed by ECMCC** who retire from County service with at least fifteen (15) years of County service, shall ~~be eligible for the following sick leave bonus upon retirement~~ **receive fifty percent (50%) of the monetary value of the sick leave they have accrued to their credit at the hourly rate of pay in effect at the time of their retirement,** which shall be placed into a Health Reimbursement Account (HRA).

- (1) ~~Employees who have a minimum of twelve hundred (1200) hours of accumulated sick leave as of the date of retirement shall receive five thousand dollars (\$5000) in their HRA.~~
- (2) ~~Employees who have a minimum of eighteen hundred (1800) hours of accumulated sick leave as of the date of retirement shall receive eight thousand dollars (\$8000) in their HRA.~~
- (3) ~~Employees who have a minimum of twenty four hundred (2400) hours of accumulated sick leave as of the date of retirement shall receive ten thousand dollars (\$10,000) in their HRA.”~~

HEALTH INSURANCE – ACTIVE EMPLOYEE HEALTH INSURANCE CONTRIBUTION

Modify Article XXV – “Health Insurance” of the collective bargaining agreement by adding the following as Section 25.13 (deletions shall be recorded in a ~~strike-through~~ format, and additions in an **emboldened underlined** format):

“Part time employees shall not be entitled to the benefits contained in Article XXV of this Agreement.”

PROMOTIONS

Modify Article XXVII – “Salary and Increment Rules, Section 27.1 – “Promotions” of the collective bargaining agreement as follows (deletions shall be recorded in a ~~strike-through~~ format, and additions in an **emboldened underlined** format):

- (a) Any employee, promoted to a position in a higher job group, **from another bargaining unit (cross bargaining unit)** shall receive a salary at the increment step in the range for the higher position which is nearest, but not less than:

\$100.00 for promotions to Job Groups II, III, IV, V

\$150.00 for promotions to Job Groups VI, VII, VIII, IX

\$200.00 for promotions to Job Groups X, XI, XII, XIII

\$250.00 from promotions to Job Groups XIV and higher above the salary paid to the employees at the time of promotion.

- (b) All promotions ~~from Step 5 onward~~ **within the bargaining unit** will be step to step. Any time served will be counted towards eligibility and time served in the higher title.

INCREMENTS - NOTIFICATION

Modify Article XXVII – “Salary and Increment Rules, Section 27.8 – “Increments”, Subsection 1 of the collective bargaining agreement as follows (deletions shall be recorded in a ~~strike-through~~ format, and additions in an **emboldened underlined** format):

“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. A County wide and uniform merit and recognition system as established by the employer shall be used. **If an employee is not to be provided with an increment on schedule, a written notification shall be provided to the employee in advance of that time frame, and a statement advising**

the employee of the reasons for such.”

INCREMENTS – PART-TIME EMPLOYEES

Modify Article XXVII – “Salary and Increment Rules, Section 27.8 – “Increments”, the collective bargaining agreement by adding the following as Subsection 6 (deletions shall be recorded in a ~~strike-through~~ format, and additions in an **emboldened underlined** format):

“Part-time employees shall be eligible for increments under this Section, except that the required period of actual service shall be two (2) years rather than one (1) year. For the purpose of determining the start of actual part-time service, the date of the decision and order in PERB Case CP-1054, which was October 13, 2016 shall be applicable date when such time begins to accrue.”

PROBATIONARY PERIOD – PART-TIME EMPLOYEES

Modify Article XXVIII – “Job Posting”, Section 28.6 – “Job Posting” of the collective bargaining agreement as follows (deletions shall be recorded in a ~~strike-through~~ format, and additions in an **emboldened underlined** format):

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.

Part-time employees will be required to work a one (1) year probation period before being covered by Article XXXIV – Discipline and Discharge of this Agreement.

The probationer shall be advised by his/her supervisor as to his /her status and progress. If found to be unsatisfactory, the appointing authority shall give the probationer at least one week’s written notice that his/her service in the position will terminate at the end of the probationary term.

The decision to retain or terminate the probationer will be made solely by the appointing authority and shall not be subject to appeal through the grievance procedures in this contract.”

SHIFT PREFERENCE – PART-TIME EMPLOYEES

Modify Article XXIX – “Shift Preference” of the collective bargaining agreement

by adding the following as Section 29.4 (deletions shall be recorded in a ~~strike-through~~ format, and additions in an **emboldened underlined** format):

“The terms of Article XXIX shall not be applicable to part-time employees.”

INTRADEPARTMENTAL TRANSFER – PART-TIME EMPLOYEES

Modify Article XXX – “Intradepartmental Transfer” of the collective bargaining agreement by adding the following as Section 30.3 (deletions shall be recorded in a ~~strike-through~~ format, and additions in an **emboldened underlined** format):

“The terms of Article XXX shall not be applicable to part-time employees.”

INTERDEPARTMENTAL TRANSFER – PART-TIME EMPLOYEES

Modify Article XXXI – “Interdepartmental Transfer” of the collective bargaining agreement by adding the following as Section 31.2 (deletions shall be recorded in a ~~strike-through~~ format, and additions in an **emboldened underlined** format):

“The terms of Article XXXI shall not be applicable to part-time employees.”

PERSONNEL FILES

Modify Article XXXV – “Personnel Files”, Section 35.4 of the collective bargaining agreement as follows (deletions shall be recorded in a ~~strike-through~~ format, and additions in an **emboldened underlined** format):

“Effective upon ratification, any material in the nature of a warning or reprimand which is not subject to Article 75 and 76 of the New York Civil Service Law or Article XXXIV of this agreement placed in the employee’s personnel file will be subject to the not proceed past Step 2 of the grievance procedure, and shall be deemed inarbitable, if the Employer decides to retain the oral or written in the employee’s personnel file for a period of eighteen (18) months after issuance of the oral or written warning. Additionally, counseling memoranda shall be removed from the employee’s personnel file after eighteen (18) months.”

Modify Article XXXV – “Personnel Files”, Section 35.5 of the collective bargaining agreement as follows (deletions shall be recorded in a ~~strike-through~~ format, and additions in an **emboldened underlined** format):

“Derogatory material, except for employee performance evaluation and the record regarding the loss of pay due to a suspension or discharge shall be removed after a three (3) year period from the date the material was entered in the file, unless removed earlier under the provisions of Section 35.4.”

WAGES

Modify Article XXXVI – “Wages” Section 36.1 of the collective bargaining agreement as follows (deletions shall be recorded in a ~~strike-through~~ format, and additions in an **emboldened underlined** format):

“Effective ~~January 1, 2007 through January 1, 2013~~ **January 1, 2017**, each employee covered under this contract shall receive an increase in pay of ~~zero (0) percent~~ **twenty-four cents (\$0.24) per hour** as added to the salary schedule in effect in ~~2006~~ **2016**. Increments shall continue to be paid according to Section 27.8 and 27.9 of this Agreement. **Additionally, Effective December 31, 2017, each employee covered under this contract shall receive an increase in pay of one dollar and one cent (\$1.01) per hour as added to the salary schedule in effect as of January 1, 2017. Increments shall continue to be paid according to Section 27.8 and 27.9 of this Agreement.**”

Modify Article XXXVI – “Wages” Section 36.2 of the collective bargaining agreement as follows (deletions shall be recorded in a ~~strike-through~~ format, and additions in an **emboldened underlined** format):

“Effective ~~January 1, 2014~~ **January 1, 2018**, each employee covered under this contract shall receive an increase in pay of ~~two (2)~~ **two (2.0)** percent as added to the salary schedule in effect ~~2013~~ **2017**. Increments shall continue to be paid according to Section 27.8 and 27.9 of this Agreement.”

Modify Article XXXVI – “Wages” Section 36.3 of the collective bargaining agreement as follows (deletions shall be recorded in a ~~strike-through~~ format, and additions in an **emboldened underlined** format):

“Effective ~~January 1, 2015~~ **January 1, 2019**, each employee covered under this contract shall receive an increase in pay of ~~two (2)~~ **two and one-quarter (2.25)** percent as added to the salary schedule in effect in ~~2014~~ **2018**. Increments shall continue to be paid according to Section 27.8 and 27.9 of this Agreement.”

Modify Article XXXVI – “Wages” Section 36.4 of the collective bargaining agreement as follows (deletions shall be recorded in a ~~strike-through~~ format, and additions in an **emboldened underlined** format):

“Effective ~~January 1, 2016~~ **January 1, 2020**, each employee covered under this contract shall receive an increase in pay of ~~two and one-half (2.5)~~ **two and one-half (2.50)** percent as added to the salary schedule in effect in ~~2015~~ **2019**. Increments shall continue to be paid according to Section 27.8 and 27.9 of this Agreement.”

Modify Article XXXVI – “Wages” Section 36.5 of the collective bargaining agreement as follows (deletions shall be recorded in a ~~strike through~~ format, and additions in an **emboldened underlined** format):

~~“All bargaining unit employees on the payroll on July 30, 2014 shall receive a signing bonus of four hundred dollars (\$400) as soon as possible following the successful ratification of this agreement. Bargaining unit employees employed by the Erie Community College (ECC) shall receive their four hundred dollar (\$400) signing bonus during the pay period following September 1, 2014 in order to coincide with ECC’s fiscal year. This provision does not apply to bargaining unit employees employed by the Erie County Medical Center Corporation (ECMCC). ECMCC employees should consult Appendix E of this agreement for their contractual signing bonus.~~

Effective January 1, 2021, each employee covered under this contract shall receive an increase in pay of two and one-half (2.50) percent as added to the salary schedule in effect in 2015 2020. Increments shall continue to be paid according to Section 27.8 and 27.9 of this Agreement.”

Modify Article XXXVI – “Wages” by adding Section 36.6 of the collective bargaining agreement as follows (deletions shall be recorded in a ~~strike through~~ format, and additions in an **emboldened underlined** format):

Effective January 1, 2022, each employee covered under this contract shall receive an increase in pay of two and one-half (2.50) percent as added to the salary schedule in effect in 2021. Increments shall continue to be paid according to Section 27.8 and 27.9 of this Agreement.”

REGULAR PART TIME EMPLOYEES

Modify Article XXXVII – “Regular Part Time Employees” of the collective bargaining agreement as follows (deletions shall be recorded in a ~~strike through~~ format, and additions in an **emboldened underlined** format):

“Regular part-time employees who work twenty (20) or more hours per week shall be entitled to receive all benefits provided to all full-time employees covered by this agreement, but on a pro-rated basis. It is understood that such regular part-time employees will be entitled to full coverage of hospitalization and medical expenses.

Regular Part Time employees shall receive three-quarters of the leave accruals that a full-time employee receives.”

STANDBY PAY

Modify Article XXXIX – “General Provisions”, Section 39.2 – “Standby Pay”, Subsection (b) of the collective bargaining agreement as follows (deletions shall be recorded in a ~~strike through~~ format, and additions in an **emboldened underlined**

format):

“All other employees required to carry an electronic communication device shall be eligible for standby pay provided they meet the requirements set forth in Section c below. The reimbursements shall be ~~thirty-five (\$35.00)~~ **sixty dollars (\$60.00)** per week.”

PART-TIME/FULL-TIME EMPLOYEE RATIO

Modify the collective bargaining agreement by adding the following contract language as Article XXXIX – “General Provisions”, Section 39.12 – “Part-Time/Full-Time Employee Limitations and Ratios” (deletions shall be recorded in a ~~strike-through~~ format, and additions in an **emboldened underlined** format):

“Part time positions will be used only to supplement the existing Regular Part time and Full Time positions. In no case will part time positions be used to eliminate Regular Part time and Full time positions. The employer will be limited to creation of no more Part time positions than represent ten-percent (10%) of the CSEA Erie County bargaining unit. Positions on the payroll as of the date of ratification are not to be included in this percentage. Notice of the creation of Part time positions will be sent to the CSEA Unit President.”

VACATION SELL BACK - ECMCC

Modify Appendix E – “ECMCC Sub-Bargaining Agreement” of the collective bargaining agreement by modifying the Section labeled as “Vacation Sell Back” by deleting in its entirety and referring back to Section 15.10; (deletions shall be recorded in a ~~strike-through~~ format, and additions in an **emboldened underlined** format):

~~“Vacation Sell Back. Supplement Article XV by adding the following as Section 15.10.~~

~~Commencing upon ratification, employees shall be permitted to sell back forty (40) hours of accrued and unused vacation leave at the employee’s 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 1st of each year they wish to sell vacation hours. Payment shall be made by Payroll Period No. 24 of the same.”~~

REPORTING TIME – ECMCC EMPLOYEES

Modify Appendix F – “ECMCC Sub Bargaining Agreement”, “Reporting Time Section 17.5” of the collective bargaining agreement as follows (deletions shall be recorded in a ~~strike-through~~ format, and additions in an **emboldened underlined** format):

format):

Modify (a) to increase time for reporting absences from ½ hour to 1 hour prior to the start of the assigned shift **for those employees whose absence does not require replacement. For those employees who are in a position that require replacement in cases of absence, the required reporting time shall be two (2) hours.**

HEALTH INSURANCE – ECMCC EMPLOYEES

Modify Appendix E – “ECMCC Sub-Bargaining Agreement” of the collective bargaining agreement by modifying the Section labeled as “Payment for Health Insurance: Section 25.3” as follows; (deletions shall be recorded in a strike-through format, and additions in an **emboldened underlined** format):

Effective ~~January 1, 2013~~ **upon ratification**, employees hired prior to ~~ratification of this agreement~~ **February 22, 2013** shall pay 15% of the ~~Core~~ **POS 204** Plan premium. **The employer shall reduce their percentage contribution (15% of the POS 204 Plan premium) by an amount equal to fifty percent (50%) of the difference in the monthly premium cost, single or family, based on the employee’s enrollment status, between the POS 203 Plan and the POS 204 Plan.** Employee’s annual contribution toward the premium cost for the ~~Core~~ **POS 204** Plan shall be capped as follows:

Year	Single	Family
2018	1450	4000
2019	1450	4000
2020	1450	4000

- a) In addition, employees who choose the Enhanced Plan shall pay the difference in the cost between the ~~Core~~ **POS 204** Plan and the Enhanced Plan. The employee will bear the expense through biweekly payroll deductions, of any amount in excess of the employer contribution.
- ~~b) For employees who choose the Value Plan, the employer shall reduce their percentage contribution (15% of the Core Plan premium) by an amount equal to fifty percent (50%) of the difference in the monthly premium cost, single or family, based on the employee’s enrollment status, between the Core Plan and the Value Plan.~~
- b) Employees who select the POS 203 Plan or any successor thereto shall continue to pay the difference between the full monthly cost of the POS 204 Plan and the full cost of the POS 203 Plan. Additionally, these employees shall pay a contribution equal in amount to those employees who select the POS 204 plan.**
- c) For employees who choose the POS 8200 Plan, there shall be no contributions for premium cost required from the employee.**

(6) Waiver, replace Section 25.9:

Effective January 1, 2013, ECMC employees who waive insurance coverage shall be eligible for a monthly stipend as follows:

- (a) Employees eligible for single coverage shall receive ~~\$150~~ **\$200** to be paid in two equal installments of ~~\$75~~ **\$100** each.

(b) Employees eligible for family coverage shall receive ~~\$300~~ **\$350** to be paid in two equal installments of ~~\$150~~ **\$175** each.

HEALTH INSURANCE – ECMCC EMPLOYEES – RETIREES

3. **Pre-Medicare Retirees:** Employees hired prior to ratification of this Agreement, with fifteen (15) years of County/ECMCC service, who are eligible to retire and do so ~~on or after~~ **between December 31, 2017 and December 31, 2019** shall pay 15% of the Monthly Premium for the Pre-Medicare Core (POS 203) Plan until Age 65 or Medicare Eligibility for retiree health insurance single or family coverage upon written proof of eligible family status. In addition, a Pre-Medicare retiree may choose the Pre-Medicare Option D (Core PPO 812) **and POS 8200** Plan. Pre-Medicare retirees who choose Option D shall pay 15% of the Core (POS 203) Plan Monthly Premium plus the difference in cost between the Pre-Medicare ~~Core~~ (POS 203) Plan and Pre-Medicare Option D (Core PPO 812) premiums. **Pre-Medicare retirees who choose the POS 8200 Plan shall be not contribute towards premium cost.**

4. **Pre-Medicare Retirees:** Employees hired prior to ratification of this Agreement, with fifteen (15) years of County/ECMCC service, who are eligible to retire and do so ~~on or after~~ **after January 1, 2020** shall pay 15% of the Monthly Premium for the Pre-Medicare (POS 204) Plan until Age 65 or Medicare Eligibility for retiree health insurance single or family coverage upon written proof of eligible family status. In addition, a Pre-Medicare retiree may choose the Pre-Medicare Option D (Core PPO 812) and POS 8200 Plan. Pre-Medicare retirees who choose Option D shall pay 15% of the (POS 204) Plan Monthly Premium plus the difference in cost between the Pre-Medicare (POS 204) Plan and Pre-Medicare Option D (Core PPO 812) premiums. **Pre-Medicare retirees who choose the POS 8200 Plan shall be not contribute towards premium cost.**

5. **Post-Medicare Retirees:** Employees hired prior to ratification of this Agreement with fifteen (15) years of County service, eligible to retire and do so ~~on or after~~ **between December 31, 2017 and December 31, 2019** shall have their retiree health insurance paid as follows:

Employees and their eligible spouses shall be required to selected the designated Medicare Advantage Plan or the equivalent, that includes prescription drug coverage and the basic out-of-network benefits, when first eligible. Any employees who retires under this Agreement, and his or her eligible spouse (and eligible child/children if applicable) who are under age 65, will be provided with a single or family Pre-Medicare Core (POS 203) Plan, single, double or family premium rate until Age 65 or Medicare Eligibility. A Post-Medicare retiree and his or her eligible spouse aged 65/Medicare eligible may choose from Option A or B (Medicare Advantage HMO plans) or C (Medicare Advantage PPO plan.) Both members must select the same option, and shall pay 15% of Monthly Premium for the selected Plan (~~delete the employer will pay the same amount as current employees of the monthly premium~~) for the single or double rate for Options A, B, or C. In addition, a Post-Medicare eligible retiree may choose Option D (Commercial PPO). A retiree who chooses Option D (Commercial PPO) shall pay 15% of the Monthly Premium of the highest cost Plan (Options A, B or C) plus the difference in Cost between the highest cost Plan (Options A, B or C) and Post-65 Option D (Core PPO 812) 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.

6. Post-Medicare Retirees: Employees hired prior to ratification of this Agreement with fifteen (15) years of County service, eligible to retire and do so on or after January 1, 2020 shall have their retiree health insurance paid as follows:

Employees and their eligible spouses shall be required to select the designated Medicare Advantage Plan or the equivalent, that includes prescription drug coverage and the basic out-of-network benefits, when first eligible. Any employees who retire under this Agreement, and his or her eligible spouse (and eligible child/children if applicable) who are under age 65, will be provided with a single or family Pre-Medicare (POS 204) Plan, single, double or family premium rate until Age 65 or Medicare Eligibility. A Post-Medicare retiree and his or her eligible spouse aged 65/Medicare eligible may choose from Option A or B (Medicare Advantage HMO plans) or C (Medicare Advantage PPO plan.) Both members must select the same option, and shall pay 15% of Monthly Premium for the selected Plan for the single or double rate for Options A, B, or C. In addition, a Post-Medicare eligible retiree may choose Option D (Commercial PPO). A retiree who chooses Option D (Commercial PPO) shall pay 15% of the Monthly Premium of the highest cost Plan (Options A, B or C) plus the difference in Cost between the highest cost Plan (Options A, B or C) and Post-65 Option D (Core PPO 812) 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.

***NOTE:** Employees hired after ~~ratification of this Agreement~~ **March 7, 2013** shall not receive retiree health insurance paid by the employer.

PART-TIME AND PER-DIEM EMPLOYEES – ECMCC

Modify Appendix E – “ECMCC Sub-Bargaining Agreement” of the collective bargaining agreement by modifying the Section labeled as “Part Time and Per Diem Employees” as follows; (deletions shall be recorded in a ~~strike-through~~ format, and additions in an **emboldened underlined** format):

“The Employer will create both part-time and per diem positions which may be designated to the bargaining unit. These positions will be used only to supplement the existing RPT and FT positions. Notice of the creation of these positions will be sent to the Unit President. The Employer will be limited to the creation of no more PT or per diem positions than represent 10% of the ECMC CSEA bargaining unit. Positions on the payroll as of February 22, 2013 are not to be included in this percentage. The employer will provide a listing of those titles. Should the need arise to augment the number of PT or per diem positions above the agreed percentage, the parties will meet and discuss a temporary solution. Every effort will be made to fill with Full Time or Regular Part Time positions before using Per Diem or Part Time. **Any and all rights provided to**

part time and per diem employees of ECMCC are provided for in the ECMCC sub bargaining agreement. Any other rights provided to part time or per diem employees in the collective bargaining agreement applicable to the County of Erie, Erie Community College, or the Buffalo and Erie County Public Library System shall not apply to ECMCC."

FLEXIBLE TIME SCHEDULING – ECMCC

Modify Appendix E – “ECMCC Sub-Bargaining Agreement” of the collective bargaining agreement by adding the following contract language as “Flexible Time Scheduling” (deletions shall be recorded in a ~~strike through~~ format, and additions in an **emboldened underlined** format):

“Each Department Head shall have the authority to provide for flex scheduling within his/her Department. It is understood, however that no such scheduling shall occur without the concurrence of the employee affected. If the request for a flex time schedule is initiated by the Department Head and not the employee, ECMCC shall notify the CSEA Section President of this request prior to placing the employee on a flex time schedule. It is further understood that the Department Head is not obligated to agree to flex time scheduling on an employee by employee basis, and may insist that any such scheduling changes include coverage during hours he/she deems necessary. Finally, either party may request to return to a regular as opposed to a flex time shift upon thirty (30) days notice prior to the start of a pay period and it shall be granted. Quarterly, ECMCC shall provide to the CSEA Section President a list of CSEA members that or on a flex time schedule during that quarter.”

OVERTIME DISTRIBUTION – ECMCC EMPLOYEES

Modify Appendix E – “ECMCC Sub-Bargaining Agreement” of the collective bargaining agreement by adding the following contract language as “Overtime Distribution” (deletions shall be recorded in a ~~strike through~~ format, and additions in an **emboldened underlined** format):

“Overtime work shall be distributed by exhausting an overtime wheel for each shift arranged by seniority containing names of employees working within the same job classification within a department or unit subdivision that are not regularly scheduled for those shifts. Rejection of an offer of overtime shall entitle ECMCC to move to the next employee on the overtime wheel. Once an overtime shift is accepted by an employee, an obligation to work the entire shift is required, unless released early. An employee must provide notice to their supervisor of the cancelation of an accepted overtime shift at least two (2) hours prior to the start of the overtime shift.

If it is proven through the grievance process that an employee was improperly passed over for an overtime opportunity, that employee shall be entitled to the overtime pay that the

employee should have been offered. The next overtime opportunity shall be offered to the employee placed after the aggrieved employee in the overtime wheel and the employee that was improperly provided the overtime hours shall be bypassed for the employee's next overtime opportunity under the overtime wheel.

It is agreed and understood that in the event of emergency or upon exhaustion of such overtime wheel, overtime shall become mandatory and shall be assigned beginning at the start of such overtime wheel until the overtime manpower needs are met. Under such mandatory conditions, overtime may not be refused. Any such refusal may be grounds for disciplinary action."

PRECEPTOR PAY DIFFERENTIAL

Modify the collective bargaining agreement by adding the following to Appendix E – "ECMCC Sub-Bargaining Agreement" of the collective bargaining agreement:

"In addition to the base pay, any clinical employee who is assigned by management to be a preceptor shall receive payment of one dollar twenty-five cent (\$1.25) per hour for all time in excess of one (1) hour that such clinical employee is performing preceptor duties."

TIME AND ATTENDANCE POLICY – ERIE COUNTY EMPLOYEES

CSEA agrees to the following Time and Attendance Policy for all non-ECMCC bargaining unit employees:

I. Policy Purpose

The purpose of this Time and Attendance policy is to provide employees with ample notice regarding (1) what type of absence is excused versus unexcused, (2) what is considered unacceptable levels of unexcused absences, (3) how discipline will progress based on the number of unexcused absence occurrences in given time frames, and (4) inform employees of negotiated benefits for those employees who avoid the use of sick leave.

Additionally, this policy provides employees with ample notice regarding (1) the definition of tardiness, (2) the prohibition on habitual tardiness, and (3) how disciplinary action will progress based on the frequency of tardiness in given time frames.

II. Reporting Time

Whether excused or unexcused, employees are required to notify their department before the start of their scheduled shift in accordance with Section 17.5 of the collective bargaining agreement if they are going to be absent, or if they know they will be reporting late.

III. Excused Absence Defined

An excused absence is one that is not considered an occurrence for the purposes of applying progressive disciplinary action for excessive absenteeism. Excused absences shall include the following and shall not be counted as occurrences in applying discipline under this policy:

1. Pre-approved paid time off.
2. Approved leave of absence.
3. Approved absence with pay for any contractual benefit time. (ex. Bereavement, jury duty, military service, union business, criminal assault, emergency closings, etc.).
4. Absence caused by a certified work related illness or injury as defined by the NYS Worker's Compensation Law and Board, and to which the NYS Worker's Compensation Board has allowed benefits for the employee.
5. Absences which are covered by the Family Medical Leave Act (FMLA).
6. Absence in which an employee is sent home or banned from working as a result of infection control such as, but not limited to instances which have been contracted at work such a pink eye, scabies, chicken pox, etc.
7. Absence in which an employee provides the Employer with a medical certificate, verifying the illness or injury which caused their absence.

IV. Unexcused Absences

It is recognized that unexcused absences will occur, and are not in and of themselves grounds for disciplinary action. However this policy is designed to define and prohibit the excessive or habitual occurrence of unexcused absences, and the progressive penalties for continued excessive or habitual occurrence of unexcused absences.

1. In applying the penalties set forth below, it is understood that every employee is allowed two (2) occurrences (occurrences being either one day or a set of consecutive days) of unexcused absence per rolling calendar quarter, or eight (8) occurrences of unexcused absence per rolling calendar year without penalty, unless the employee has already received a written warning for violation of this policy. Any use of these two (2) occurrences per rolling quarter, or eight (8) occurrences per rolling year, shall not be counted as an absence for the purpose of moving to any level of discipline.
2. After three (3) occurrences of unexcused absence in a rolling quarter, or nine (9) occurrences of unexcused absence in a rolling year, an employee's supervisor will counsel said employee. No record of this counseling will be placed in the employee's personnel file, but may be maintained in the supervisor's anecdotal file.
3. After four (4) occurrences of unexcused absence in a rolling quarter, or ten (10) occurrences of unexcused absence in a rolling year, an employee will receive a verbal

warning for excessive absenteeism. The verbal warning shall be acknowledged in the employee's Personnel file.

4. After five (5) occurrences of unexcused absence in a rolling quarter, or eleven (11) occurrences in a rolling year, A copy of said warning will be placed in the employee's personnel file and remain active for a twelve (12) month period, from the date of the last occurrence. This twelve (12) month period for Time and Attendance does not modify the length of time the written warning remains in the employee's personnel file per contract.
5. Once an employee has received a written warning as set forth in paragraph 4 above, the next occurrence of unscheduled absence in the twelve month period, from the date of the last absence, will result in a one (1) day suspension without pay. The day of call in will be considered the day of suspension if no accruals have been paid.
6. An employee, who has received a suspension without pay pursuant to paragraph 5 above, and has two (2) more occurrences of unscheduled absence in the next twelve (12) month period will be suspended pending administrative review of the employee's complete attendance file. If after the administrative review has been completed, the Employer determines termination is warranted, the employee may be terminated.
7. Twice in any calendar year, an employee who reports to work, makes an effort to work, and fulfills fifty percent (50%) of his/her shift, but is unable to complete the full shift as assigned for reasons of illness will not have that partial shift counted as an occurrence of unscheduled leave in applying items 1-6 above.
8. It is further understood that none of the aforementioned steps may be skipped and the failure of a supervisor to take action as set forth will advance the days, which trigger any particular level of action. The Employer will use an automated system for calculations of absence and tardiness, which will be reviewed by management.
9. Finally, an employee will be offered union representation at each step of the procedure outlined above, and any disputes arising from this procedure shall be subject to the contractual grievance procedure.

V. Excessive Tardiness

It is recognized that from time to time an employee may be late for work, and such sporadic and non-habitual tardiness is not grounds for disciplinary action. However this policy is designed to define and prohibit excessive or habitual tardiness, and the progressive penalties for continued excessive or habitual tardiness.

An employee will be considered tardy when he or she arrives for work after the employee's regularly scheduled starting time. The following procedure will be utilized in cases of employee tardiness:

1. An employee who is tardy for a period of five (5) minutes or less will not be considered tardy, and will not lose pay for such time provided that they work the equivalent amount of time at the end of their scheduled shift.
2. An employee who is tardy more than three (3) times in a three (3) month period will receive counseling. No record of this counseling will be placed in the employee's

personnel file, but shall be maintained by the immediate supervisor.

3. Following such counseling, an oral warning will occur if an employee is tardy an additional two (2) times in the next sixty (60) calendar days following informal counseling. Such oral warning will be noted in the employee's personnel file.
4. Following such oral warning, a written warning will occur if an employee is again tardy an additional time within sixty (60) calendar days following the issuance of an oral warning. Such written warning shall be placed in the employee's personnel file.
5. Following such written warning, an employee who is again tardy an additional time within sixty (60) calendar days following the issuance of a written warning shall be suspended for one (1) day without pay.
6. An additional instance of tardiness within ninety (90) calendar days following the issuance of a one (1) day suspension without pay will result in termination.
7. None of the steps set forth in 1-6 may be skipped.
8. If an employee does not have another instance of tardiness during the time frames set forth above, they will go back one step for the purpose of progressive discipline.
9. Any written record of discipline for tardiness placed in an employee's personnel file will be removed after the appropriate time frames as listed in "c-g" above, provided there has been no further action taken against the employee.
10. Finally, an employee will be offered union representation at each step of the procedure outlined above, and any disputes arising from this procedure shall be subject to the contractual grievance procedure.

TIME AND ATTENDANCE POLICY – ECMCC EMPLOYEES

CSEA agrees to the following revised Time and Attendance Policy:

ERIE COUNTY MEDICAL CENTER CORPORATION POLICY AND PROCEDURE

Name/Title of Policy: <u>ATTENDANCE AND TARDINESS</u>	Policy #: HR-008(b)
Policy Type (choose one by inserting <u>X</u>) <u>x</u> Administrative __ Clinical	Prepared by: Alex Collichio, Director of Labor Relations
Reference: None	Applies to: All ECMCC employees in the CSEA bargaining unit

Replaces the following P&P(s), if applicable:

Effective Date	10/10/96			
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Review Date	01/98, 06/00, 3/02, 3/04, 9/06, 12/06	6/12		
Revision Date	08/03 11/2007	10/2015	12/2017	

I. Policy Purpose, Statement of Policy, and Policy Goals:

The Erie County Medical Center offers various health care services to the community. In order to do this in a tradition of high quality, our departments must be staffed appropriately. An employee's presence is a valuable component in providing quality care. Absenteeism and tardiness detracts from this care and causes an undue burden for those employees who must fill in for the absent or tardy employee.

Employees are expected to report for work as scheduled. Should an employee be ill, or absent for another reason, policies governing these absences will be implemented. Procedures associated with these policies may be found in the Erie County Employee Handbook, and the various collective bargaining agreements.

II. Procedure

A) In regard to attendance and tardiness, employees are expected to:

1. Maintain good personal health standards, which will allow them to perform their work in a competent manner on a regular basis.
2. Avoid letting minor indisposition's keep them from performing their role. At the same time, good judgment should be used with respect to contagious ailments, which might have an adverse effect on other employees or patients.
3. Attend to personal business during non-working hours.
4. Be at their work stations as scheduled; reporting on time, returning from lunches and breaks on time, and remaining at work until the designated quitting time.

B) Each hospital department will review each employee's calendar to identify occurrences and patterns of absenteeism and tardiness which interfere with our ability to directly or indirectly provide quality health care services to the residents of the community.

C) To determine if an employee has a time and attendance problem, an employee's time and attendance record should be reviewed as needed, but not less than on a quarterly basis.

D) Patterns of absenteeism and tardiness that will indicate whether a review of an employee's time and attendance shall consist of but are not limited to:

1. Repeated absence in conjunction with other scheduled time off.

2. Repeated absence on weekends or other days.
3. Absence during major holiday periods.
4. Repeated absence prior to a vacation.

E) In all cases, a review of the time and attendance record must proceed a decision to discipline an employee. That review should take under consideration the work record of the employee and the past years attendance record. The guidelines should assist the manager in identifying a review is necessary. Only after this review, should a decision be made concerning discipline. Employees who fail to comply with this policy are subject to the progressive disciplinary procedure, which ultimately could lead to termination.

F) If there have been no time and attendance disciplinary actions in the past twelve months, the employee may be counseled concerning his attendance. **This is not a disciplinary action** and should be noted in the record as follows:

"A conference was conducted on _____ and attendance was discussed." It is recommended that a union representative be in attendance should counseling be conducted.

TIME AND ATTENDANCE GUIDELINES

The following preliminary guidelines are just that and should only be used to determine whether an employee's time and attendance should be reviewed. Each case is to be handled and considered on an individual basis. The same parameters cannot be applied to every situation. There are many approaches to dealing with time and attendance problems. The primary objective is to change behavior. Discipline is one method toward meeting this objective, however, the manager must be cautioned that when used inappropriately it defeats its own purpose and loses its effectiveness. As identified in the policy on **Time and Attendance**, it is necessary to establish patterns of absenteeism. Attendance records of past years are valuable tools in establishing these patterns. In all cases, it is necessary for the manager to approach the employee and **discuss** the problem. Never is it appropriate or particularly effective to bring these matters to the employee's attention by circulating printed reports or casual mention. We hope that the following guidelines will assist you in determining an effective course of action.

- 1) Exceeds three (3) occurrences of unscheduled sick leave in any three-(3) month period.
- 2) Exceeds four (4) occurrences of unscheduled sick leave in any six-(6) month period.
- 3) Exceeds six (6) occurrences of unscheduled sick leave in any twelve-(12) month period year.
- 4) Tardiness of six (6) or greater occurrences in a three (3) month period.
- 5) Unscheduled and unauthorized absence.

Unscheduled sick leave is defined as any request for sick leave that is was not previously scheduled with the employee's supervisor at least one (1) week prior to the day of the sick leave.

This definition does not preclude disciplinary action against an employee that demonstrates a pattern of sick leave abuse.

Tardiness is defined as any employee punch in swipe that occurs after the start of the employee's shift, but no later than thirty (30) minutes from the start of the employee's shift.

An unscheduled and unauthorized absence is defined as an unauthorized absence from work or swiping into work later than thirty (30) minutes from the start of the employee's shift.

Any employee who swipes after his/her scheduled start time will have his/her available leave balances reduced, unless an employee has no available leave time and then any deduction will be from the employee's actual salary. All reductions in leave time will be rounded to the closest fifteen (15) minute period. Deductions shall be made from available time balances in the following order: sick time, compensatory time, vacation time, and personal time.

The Employer will not count unscheduled sick time necessitated by the medical condition of the employee or the employee's immediate family as occurrences if the employee provides medical documentation substantiating the need to use the unscheduled sick time to the Employer within seven (7) calendar days of the sick day. The time that an employee is on approved FMLA leave time shall not be counted as an occurrence.

DRESS CODE – ECMCC EMPLOYEES

Modify ECMCC Policy # HR-016 – “Dress Guidelines” as follows:

ERIE COUNTY MEDICAL CENTER POLICY AND PROCEDURE

Name/Title of Policy: DRESS GUIDELINES	Policy #: HR-016
Policy Type (choose one by inserting <u>X</u>) <u>X</u> Administrative __ Clinical	Prepared by: Carla DiCanio-Clarke, VP of HR Compliance Revised by: Alex Collichio, Director of Labor Relations
Reference: None	Applies to: All ECMCC employees and volunteers

Replaces the following P&P(s), if applicable: IC-054, TER-298, IC-056, ENV-004, SUP-003, PED-035, IC-046, PO-038, AMD-012, ORR-017, PC-003, PC-001, VOL-003, VOL-001, TER-229, SEC-101

Effective Date	10/21/1996			
Review Date	04/2003 07/2012	01/1998 06/2016	06/2000	10/2007
Revision Date	10/21/1996 12/2006	05/2001 10/2007	04/2003 05/2011	05/2003 9/2015 7/2017

I. Policy Purpose, Statement of Policy, and Policy Goals:

The purpose of the guidelines is to ensure that employees present an appearance that reflects positively on ECMCC and complements an environment that reflects an efficient, orderly, and professionally operated organization. Client, customer and public confidence is enhanced when staff are professionally attired and clearly identified.

These guidelines represent acceptable minimum standards. It is expected that employees will exercise good judgment regarding attire and maintain a neat, well-groomed personal appearance at all times. As departments vary in their needs, requirements, contacts and hazards, each department head will be responsible for encouraging the appropriate attire and appearance of each employee in the department.

II. Dress Guidelines – ECMCC-Wide

1. The ECMCC-Wide guidelines apply to all staff working in all jobs and departments.
2. Hospital identification badges must be worn above the waist and remain visible at all times, in compliance with HR-020, "Policy on Employee Identification Badges".
3. Attire must be clean and neat. Unkempt appearance is inconsistent with the image of the ECMCC. Recommended attire includes skirts, pants and clothing that cover the back, shoulder, and midriff.
 - a) Socks or hosiery should be worn at all times in patient care areas.
 - b) Shoes should be clean and in good condition. For safety reasons, adequate foot protection should be worn.
 - c) Jewelry should be in good taste, and must not interfere in any way with job performance or safety (All body piercing, except for ears, should be covered).
- d) Attire should be neat and professional.
- e) Scrub attire may be worn where approved.
4. Inappropriate attire for all ECMC employees includes:
 - a) Clothing that is soiled, stained, torn, patched, ripped, or frayed.
 - b) Excessively tight or short attire; clothing which is revealing and/or distracts from a professional environment.
 - c) Blue jeans (others colors are permitted as long as in compliance with 3[a] and 3[b] above), flip flops, hooded sweatshirts and sweatpants.
 - d) Hats or caps unless they are part of a required uniform.
 - e) Sweatshirts with a hood (Hoodies).
 - f) Clothing that creates a distraction or disturbance from a positive professional environment. Articles of clothing that may denote gang involvement or religious/racial/ethnic/sexual intimidation, or illegal activities or violence are prohibited in the work place in addition to items with offensive slogans or pictures, political slogans and/or derogatory words.
5. For safety reasons, in patient care areas and all areas where heavy or moving equipment is in use, employees must wear non-slip footwear. Accordingly, the following are not permitted: platform shoes; flip-flops; moccasins, patient slippers, open toed shoes, sandals. Please ask your supervisor if you are unsure of whether or not this provision applies to your work site. Additionally, in patient care areas the following are prohibited:

- a. Tattoos which contain gang symbols, profanity, sexually explicit words or pictures, or which promote illegal activity, e.g., such as drug use, underage drinking, etc. should be covered at all times.
- 6. Hair should be neat, clean and not interfere with job performance.
- 7. Employees must follow all applicable Infection Control guidelines and policies and wear all required personal protective equipment in areas and situations that require usage of such equipment.
- 8. Employees must exhibit good personal hygiene at all times. This means clean nails, teeth, hair, shoes, body, and clothes. Neatly trimmed beards and mustaches are acceptable. Hair and fingernail length must be appropriate to the employee's area of work (Refer to Policy on Artificial Fingernails). Fragrances are unacceptable in patient care areas or where they interfere with a co-worker's health.
- 9. Reasonable exceptions may be made to accommodate injuries, disabilities and for ethnic and religious reasons. Employees with specific reasonable accommodation requests should submit their request in writing to the Human Resources Department.

III. Department Specific Dress Guidelines

Employees required to wear a specific uniform must conform to the uniform requirements of their department. In order to control infection, scrub suits/gowns are required to work in certain patient care areas. ECMCC owned scrub suits/gowns are laundered by ECMCC.

ECMCC employees who are not required to wear a specific uniform are encouraged to wear ECMCC or Terrace View attire on Fridays. ECMCC or Terrace View attire includes authorized current company logo attire, which was approved by ECMCC administration; this attire may be part of a specific promotion or generally available for purchase by ECMCC staff.

- 1. **Operating Room, Cardiac Cath Lab, Prep & Pack, Anesthesia, VAC, Ambulatory Surgery Center, Cysto Suite, Decontamination, and Anesthesiology Personnel:**
 - a) **Dress Guidelines**
 - a.i It is expected that staff report to work in street clothes, change into scrubs for the duration of the shift, and change back into street clothes upon leaving the building.
 - a.ii A scrub suit must be obtained from the auto valet daily. Scrubs must be changed on an as needed basis; daily or when soiled with blood, body fluids or perspiration. At the end of each shift and when scrubs become soiled, they must be returned to the auto valet.
 - a.iii Shoe covers, when worn, should be changed whenever they become torn, wet, or soiled and should be removed upon leaving the OR suite. Shoes worn within the surgical environment should be clean with no visible soiling and should provide protection. Shoes must have closed toes and backs, low heels and nonskid soles.
 - a.iv If hospital issued scrubs are worn outside of the building, a fresh pair must be donned upon re-entry to the restricted and semi-restricted areas of the operating room.
 - a.v Wearing a lab coat over scrub attire is discouraged since they are not laundered daily.
 - a.vi When in the restricted areas, all non-scrubbed personnel should completely cover their arms with a long sleeved disposable scrub jacket. When a long sleeved jacket is

worn, it should be snapped closed or buttoned up the front. If the jacket becomes soiled (as in performing a skin prep) it should be changed. Identification Badges including Name, Title and Department must be worn at all times outside of the disposable scrub jacket.

a.vii The sterile processing team should wear long sleeved disposable scrub jackets that covers the arms while preparing and packaging items in the clean assembly section of the sterile processing area.

a.viii Personnel entering the semi-restricted and restricted areas should cover the head, hair, ears and facial hair. Personnel wearing scrub attire should not remove the surgical head covering when leaving the Perioperative area. Bouffant and hood-style covers are permitted. Skullcaps are prohibited, unless covered by a bouffant cap, as they fail to cover side hair above ears and hair at the nape of the neck. A bald or shaved head is covered to prevent shedding of skin cells. The head covering is removed when changing into street clothes.

a.ix All personnel should be in surgical attire before beginning the surgical hand scrub. Items that harbor microorganisms should be removed. An effective antimicrobial surgical hand scrub agent approved by the Infection Control Committee should be used for all surgical hand scrubs.

a.x Short clean fingernails, no artificial nails or gel tips. Chipped nail polish is unacceptable. Nail polish is unacceptable when scrubbing. Cuticles, hands and forearms should be free of open lesions and breaks in skin integrity.

a.xi Jewelry (earrings, necklaces, bracelets, rings) that cannot be contained or confined within the scrub attire should not be worn in the semi-restricted or restricted areas. It is acceptable to wear a plain wedding band. Scrubbed personnel must remove watches, rings and bracelets prior to scrubbing.

a.xii All personal clothing should be covered by the surgical attire. Personal clothing that extends below the sleeve of the surgical attire should not be worn.

b) **Personal Protective Equipment ("PPE")**

b.i Surgical masks in combination with eye protection devices must be worn whenever splashes, spray, spatter or droplets of blood, body fluids may be generate and eye, nose or mouth contamination can be reasonably anticipated.

b.ii Protective barriers should be made available to reduce the risk of exposure to potentially infective material. Protective barriers are worn to reduce the risk of exposure to blood, body fluids or other liquids that may contain potentially infectious agents. These barriers must be removed when leaving the operating room area. The following personal protective equipment is available for staff use:

b.ii.1. Gloves (sterile and unsterile)

b.ii.2. Masks

b.ii.3. Face shields

b.ii.4. Aprons

b.ii.5. Gowns (sterile and unsterile)

b.ii.6. Shoe covers

c) **Decontamination**

c.i The decontamination process is the reduction of bio-burden from the reusable patient care supplies, instruments and equipment. The following PPE should be worn by

staff performing decontamination:

- c.i.1. A clean laundered scrub suit;
- c.i.2. Hair cover ;
- c.i.3. Mask and goggles or fluid shield mask;
- c.i.4. Impervious gown with cuffs;
- c.i.5. Plastic apron to be worn over gown;
- c.i.6. Gloves that cover cuffs of gown;
- c.i.7. Shoe covers
- c.ii Briefcases, backpacks and other personal items that are taken into the semi-restricted or restricted areas should be cleaned with a low level disinfectant and should not be placed on the floor. If the items cannot be effectively cleaned, it should be contained within an impervious cover before being brought into the perioperative areas and should remain covered while in the perioperative areas.
- c.iii Cell phones, tablets and other personal communication or hand-held electronic equipment should be cleaned with a low level disinfectant before and after being brought into the perioperative setting.

2. **Department of Rehabilitation Medicine and Imaging Services**

a) **General**

i All personnel are instructed to follow hospital codes and maintain high standards of personal cleanliness.

ii All personnel must perform hand hygiene before and after each patient contact and between different procedures on the same patient (for proper hand hygiene technique refer to ECMC Infection Control Policy).

b) **Personal Protective Equipment**

i All health care workers will routinely use gloves for touching blood and body fluids, for handling items or surfaces soiled with blood and body fluids, and for performing venipuncture and other vascular access procedures. Gloves will be changed after contact with each patient and hand hygiene performed.

ii Masks and protective eyewear or face shields will be worn during procedures that are likely to generate droplets of blood or body fluids to prevent exposure of mucous membranes of the mouth, nose and eyes.

iii Fluid resistant gowns should be worn during procedures that are likely to generate splashes of blood or other body fluids.

iv PPE will be removed before leaving the work area.

3. **P.E.D.S.**

a) **General Guidelines for Therapists, Psychologists, Special Educators, and Service Coordinators:**

- a.i. Dress in casual business attire. (For example: khaki's, slacks, shirts, blouses, sweaters).
- a.ii. Choose modest skirts or shorts (about 2" above the knee).
- a.iii. Choose loose-fitting, comfortable clothing (but not skin-tight, not clingy, no spandex or leggings).
- a.iv. Tops should be modest and not low cut.
- a.v. All tattoos must be covered.
- a.vi. Clothing that is free of any language that may be deemed offensive.
- a.vii. No exercise clothes or sweats.
- a.viii. Tops and pants that meet in the middle.

4. **Oncology Clinic**

- a) **General**
 - a.i. Administrative Staff may not wear miniskirts, open-toe shoes, shorts, denim jeans or hats.
 - a.ii. All tattoos must be covered.
- b) **Personal Protective Equipment**
 - b.i. PPE will be removed before leaving the work area.
 - b.ii. All health care workers will routinely use gloves for touching blood and body fluids, for handling items or surfaces soiled with blood and body fluids, and for performing venipuncture and other vascular access procedures.
 - b.iii. Gloves will be changed after contact with each patient and hand hygiene performed.
 - b.iv. Masks and protective eyewear or face shields will be worn during procedures that are likely to generate droplets of blood or body fluids to prevent exposure of mucous membranes of the mouth, nose and eyes.
 - b.v. Fluid resistant gowns should be worn during procedures that are likely to generate splashes of blood or other body fluids.
- 5. **Dental Department**
 - a) **General**
 - a.i. Dress should be appropriate to hospital activity. Residents and attending staff are to wear professional clinical attire while in the Clinic. Scrub tops are recommended for wear by all residents when treating patients in the Clinic.
 - a.ii. Non-patient care employees must wear business casual attire.
- 6. **Environmental Services, Laundry and Transport Departments**
 - a) **General**
 - a.i. Uniforms will be purchased by ECMCC and will remain the property of ECMCC.
 - a.ii. Each employee in the Environmental Services Department will be issued five (5) sets of uniforms which will consist of:
 - a.ii.1. Scrub V-necked shirts
 - a.ii.2. Pants, either elastic or tie waist
 - a.ii.3. Warm-up jacket
 - a.iii. Each employee in the Laundry Department will be issued two (2) sets of uniforms which consist of:
 - a.iii.1. Scrub V-necked shirts
 - a.iii.2. Pants, either elastic or tie waist
 - a.iii.3. Warm-up jacket
 - a.iv. Laundering and care of the uniforms will be the responsibility of the employee.
 - a.v. Each employee is required to be in uniform each day when reporting to work.
 - a.vi. In the event an employee should soil his uniform while on duty or for some other reason not have one available, extra uniforms in an assortment of sizes will be kept in the Environmental Services supervisor's office. The uniform will be lent to the employee for the shift and returned at the completion of the workday. It is the responsibility of the supervisor to assure the uniform is returned.
 - a.vii. When uniforms become too worn or for some other reason not suitable to use, they are to be returned to the supervisor where an even exchange will be made.
 - b) **Terrace View Isolation Room Cleaning**

- b.i. Everything in the room is considered contaminated with the patient's germs, so you must take special precautions when cleaning the room to keep from infecting yourself and from spreading these germs throughout the hospital.
- b.ii. A cabinet should be located outside the isolation room door to supply the clothing items you will need when entering the room.
- b.iii. When you are asked to clean an isolation room, bring your cart and park it outside the door.
- b.iv. Remove your rights and wristwatch and place them in your pocket or pin them to your clothing.

c) **Personal Protective Equipment**

- c.i. Protective apparel; that is a gown, gloves, a mask and a cap are worn to keep you and your clothing from becoming contaminated by the patient's germs.
- c.ii. When a mask is used, it is put on before the gown. Place it over your nose and mouth, making certain it covers well so the air you breathe will be filtered.
- c.iii. Tie the string firmly at the back of your head.
- c.iv. Next, put on a cap. This will protect your hair from picking up contaminated lint from the air.
- c.v. Then, unfold the gown with the opening in the back and put your hands in the sleeves.
- c.vi. Fasten the neckties securely. If any ties are missing, replace the gown with another one.
- c.vii. Bring the edges of the gown together in the back, overlapping them until the gown fits snugly. Check to see that your uniform is well covered in the back.
- c.viii. Tie the tapes in a bow at the small of your back.
- c.ix. Now pull on the disposable gloves for isolation room cleaning.
- c.x. Remember, everyone that enters the isolation room must wear protective clothing.

d) **How to Remove Protective Clothing**

- d.i. Before you leave the patient's room, you must remove your mask and other protective apparel.
- d.ii. When removing protective apparel, first untie the waist tapes, letting the drop to the side.
- d.iii. Take off your cap and discard it.
- d.iv. Remove your gloves and discard them.
- d.v. Wash your hands.
- d.vi. Next, remove the mask, holding it only by the strings as you discard it.
- d.vii. Then, untie the neck tapes of the gown and slip out of the shoulders. Work the gown off your uniform without touching the outside of the gown, and discard in wastebasket.
- d.viii. Fold the gown so that it is wrong side out and carefully roll it into a bundle to avoid unnecessary scattering of germs.
- d.ix. Wash your hands thoroughly and dry them with a paper towel.
- d.x. Use a clean paper towel to turn off the faucet.
- d.xi. Discard that towel and use another to open the door. Avoid touching anything in the isolation room after you have taken off your gown.
- d.xii. Drop the paper towel in the wastebasket inside the door as you prop the door open with your foot.

- d.xiii. Close the top of the wastebasket liner with the paper towel and tie it in preparation for removing it from the room.
- d.xiv. If you re-enter the room, you must put on fresh protective apparel, so try to finish all your tasks during one entrance into the isolation room to save time and the use of gowns.
- d.xv. Remember, when removing protective apparel, keep the contaminated area from touching your uniform.

7. **Plant Operations**

a) **General**

- a.i. Uniforms will be purchased by ECMCC.
- a.ii. Six (6) sets of uniform shirts and pants are provided by ECMCC and must be clean and pressed. Baseball caps are also provided.
- a.iii. Employees must launder their own clothing.
- a.iv. Assistant Supervisors to wear burgundy colored shirts with khaki or navy pants. All other personnel to wear navy blue colored shirts with khaki or navy pants
- a.v. Appropriate outerwear shall be provided for employees whose assigned daily job location requires them to work outside.
- a.vi. Uniforms must fit properly and be free of any defects. Uniforms that are damaged will be replaced. Replacement must be approved from the Principal Clerk in G80.

8. **Hospital Police**

a) **Hospital Public Safety Officers ("HPSO")**

- a.i. All officers must wear issued uniforms in a clean and proper manner. Further, Officers are expected to keep all issued equipment in good working order. Leather gear and footwear will be kept polished.
- a.ii. Only issued clothing and equipment will be worn. Non-issued items shall only be worn with the express permission of the Chief Hospital Public Safety Officer. Dates will be determined by the CHPSO as to when the department will transition from season to season.
- a.iii. All officers will be required to launder their own uniform clothing.
- a.iv. Foot wear will consist of black boots or black shoes only (shoes will be worn with black socks only)

b) **HPSO - Winter Uniform**

- b.i. It is mandatory for all officers to maintain a proper uniform as follows:
 - b.i.1. Long sleeve shirt
 - b.i.2. Necktie or turtle neck (if outer carrier is worn)
 - b.i.3. Striped pants
 - b.i.4. Baseball and knit hats may be worn outside only
 - b.i.5. Jacket of the Officer's choosing
 - b.i.6. Sweater

c) **HPSO - Summer Uniform**

- c.i. Short sleeve shirt
- c.ii. Striped pants

- c.iii. Baseball hat may be worn outside only
 - c.iv. Jacket of the Officers choosing
- d) **HPSO - Lobby Uniform (year round)**
 - d.i. Suit Coat-Black with ECMC Police Logo
 - d.ii. Black Pant (non-striped)
 - d.iii. Dress Shirt (white)
 - d.iv. Tie (black with tie bar, bearing the letters "HPD"
 - d.v. Shoes (black worn with black socks)
 - d.vi. Badge worn on belt via badge clip holder
 - d.vii. All weapons and equipment will be worn concealed
 - d.viii. Black garrison belt
 - d.ix. Body armor is to be worn concealed
 - d.x. Officer will submit dry cleaning receipt from a cleaner of their choosing for reimbursement. Jackets and Pants are to be dry cleaned only and as needed.
- e) **HPSO - Dress Uniform will consist of the following:**
 - e.i. Black Dress Blouse coat (epaulet brass mandatory)
 - e.ii. Black Dress Pants with stripe, (differs from issued uniform pants)
 - e.iii. Black Uniform Shirt (collar brass mandatory)
 - e.iv. Black Tie (Tie bar mandatory)
 - e.v. Black Dress shoes (black socks must be worn)
 - e.vi. Black Garrison belt with concealed pancake holster only (Duty belt prohibited)
 - e.vii. This is the ONLY acceptable uniform to wear while attending a funeral.
- f) **Hospital Public Safety Assistants ("HPSA")**
 - f.i. Shirt- long or short sleeve black polo
 - f.ii. Pants-Khaki twill
 - f.iii. Belt-black garrison
 - f.iv. Foot wear- Black boots or shoes (black socks must be worn with shoes)
 - f.v. Jacket-Black
 - f.vi. Radios will be worn in issued holster (belt clips are prohibited)
 - f.vii. Grooming-All Sr. HPSA/HPSAs must maintain a professional appearance at all times facial hair and hair styles must not create a hazardous environment
 - f.viii. Laundering-HPSAs will be required to launder their own uniforms
 - f.ix. In the event an HPSA damages clothing or equipment in the course of their duties it will be the responsibility of that Officer to return and or retrieve replacement items that are authorized by the Department. The Department will pay for any damaged clothing or equipment if those items were legitimately damaged in the course of the Officer's duties
- g) **Badges**
 - g.i. Badges must be worn on the Officer's outermost garment, at all times.
 - g.ii. ID badges (cards) will be worn on the Officer's outermost garment at all times, further, it will be worn between the neck and the waist.
- h) **Collar Brass/Tie Bar**
 - h.i. Collar brass bearing the letters "HPD" will be worn on uniform shirts at all times.
 - h.ii. If a necktie is worn, a tie bar bearing the words "Hospital Police" must also be worn.
- i) **Weapons**

- i.i. Only weapons issued or authorized by the CHPSO shall be carried, in accordance with the ECMC HPD Weapons Policy (SEC-100).

j) Radios

- j.i. Radios will be carried in either a dedicated holder affixed to the officer's belt, or in the designated radio pouch of the exterior body armor carrier
- j.ii. Lapel microphone will be worn on the same side as the radio is carried.

k) Body Armor

- k.i. Body Armor is to be worn by all Officers during the course of their duties.
- k.ii. Ranked Officers and Investigators will be exempt.
- k.iii. Officers may wear their body armor exposed or concealed
- k.iv. When armor is exposed, the issued placards bearing the words.

l) Grooming

- l.i. Male employees will be clean shaven. All facial hair with the exception of a well-groomed mustache that does not extend beyond the lower lip will be prohibited.
- l.ii. Sideburns shall not extend below the middle of the ear.
- l.iii. Hair will be cut short enough as not to touch the ear or collar of an employee's uniform shirt.
- l.iv. Female employee's hair must be worn up in a manner to reduce the potential of subjects being able to grab hold of the employee's hair. Hair hold ornaments (barrettes, pins, clips) if used must be inconspicuously placed. Hair will not fall over the eyebrows or extend below the bottom edge of the collar.

m) Separation

- m.i. Upon separation, Officers will be required to turn in all weapons, leather gear, badges, collar brass, tie clips, ID cards, keys, emblems, and patches.
- m.ii. Officers are NOT required to turn in footwear, pants, or shirts (patches need to be removed and turned in).

n) Damaged Uniform

- n.i. In the event an Officer damages clothing or equipment in the course of their duties it will be the responsibility of that Officer to return and or retrieve replacement items that are authorized by the Department. The Department will pay for any damaged clothing or equipment if those items were legitimately damaged in the course of the Officer's duties.

o) Jewelry

- o.i. No HPSA or HPSO shall wear jewelry of any kind with exception of wrist watches, wedding bands, and engagement rings.

10. Volunteers

a) General

- a.i. All volunteers shall wear an identification badge provided by the facility when on duty in a volunteer capacity.
- a.ii. Volunteers are required to adhere to the ECMC Dress Code policy and wear appropriate or professional attire.
- a.iii. The following attire is not allowed:
 - a.iii.1. Spandex, T-shirts with slogans, cutoffs, halter tops, bare midriffs, sandals, thongs, clogs, flip flops, short shorts, tank tops, plunging necklines, exposed undergarments.

- a.iv. Volunteers will be provided with distinguishing uniforms as needed by the Volunteer Office.
- a.v. The male uniform is a hunter green vest.
- a.vi. The female uniform is either a hunter green vest or hunter green apron.
- a.vii. The uniform must be worn at all times while on duty in the hospital, unless special arrangements have been made by the Volunteer Office.
- a.viii. The volunteer is assigned a uniform for use during his/her tenure as a volunteer. It is the volunteer's responsibility to maintain the uniform and to return it when leaving the volunteer program.

b) **Junior Volunteers**

- b.i. Junior Volunteers will be provided with distinguishing uniforms by the Volunteer Office.
 - b.i.1. The uniform is a hunter green apron or vest.
 - b.i.2. The uniform must be worn at all times while on duty in the hospital, unless special arrangements have been made with the Volunteer Office.
 - b.i.3. The Junior Volunteer is assigned a uniform for use during his/her tenure as a volunteer. It is the volunteer's responsibility to maintain the uniform and to return it when leaving the Junior Volunteer Program.

c) **Pastoral Care Volunteers**

- c.i. Pastoral Care Volunteers will be provided with distinguishing uniforms by the Pastoral Care office.
 - c.i.1. The male uniform is a blue jacket; the female uniform is "hospital cherry red" (Exception: See Junior Volunteers Policy V-4).
 - c.i.2. The uniform must be worn at all times while on duty in the hospital, unless special arrangements have been made by the Volunteer Office.
 - c.i.3. The volunteer is assigned a uniform for use during his/her tenure as a volunteer. It is the volunteer's responsibility to maintain the uniform and to return it when leaving the volunteer program.

d) **Pastoral Care Volunteers, Junior**

- d.i. Junior Pastoral Care Volunteers will be provided with distinguishing uniforms by the Pastoral Care office.
 - d.i.1. The young men's uniform is a light blue jacket worn over black, blue or white slacks.
 - d.i.2. The young ladies uniform is a red/white-striped apron worn over a white blouse or white t-shirt with black, blue or white slacks or skirt.
 - d.i.3. The uniform must be worn at all times while on duty in the hospital, unless special arrangements have been made with the Volunteer office.
 - d.i.4. The Junior Pastoral Care Volunteer is assigned a uniform

for use during his/her tenure as a volunteer. It is the volunteer's responsibility to maintain the uniform and to return it when leaving the Junior Pastoral Care Volunteer Program.

REASONABLE SUSPICION DRUG AND ALCOHOL TESTING POLICY – ECMCC EMPLOYEES

CSEA agrees that CSEA bargaining unit employees at ECMCC will be subject to Policy# HR-030 – “Employee with Impaired Function”

ERIE COUNTY MEDICAL CENTER POLICY AND PROCEDURE

Name/Title of Policy: <u>EMPLOYEE WITH IMPAIRED FUNCTION</u>	Policy #: HR-030-b
Policy Type (choose one by inserting <u>X</u>) <u>x</u> Administrative Clinical	Prepared by: Lindsay Ozanne, Director Employee Health and Safety, Alex Collichio, Director Labor and Employee Relations
Reference: <i>Federal Drug Free Workplace Act of 1988</i> Return to Work Agreement Progressive Discipline Policy; Modified Duty Policy	Applies to: ECMCC employees who are CSEA members

Effective Date	10/15/96			
Review Date	02/27/97 06/00	04/15/97 03/02	06/18/97 03/04	01/98
Revision Date	09/06	11/2006	11/2007	5/2012
	9/16	06/2017		

I. Policy Purpose, Statement of Policy, and Policy Goals:

The Erie County Medical Center Corporation is dedicated to maintaining a safe, effective and productive environment for its employees and patients. Safe and efficient performance is absolutely essential to this goal. Hence a policy has been instituted based on the rationale that use of drugs, including alcohol, by employees in the workplace is unacceptable since it can adversely affect safety, employee health, security, and productivity as well as public confidence and trust. It is the responsibility of all employees and bargaining units to be cognizant of this policy and participate in recognizing and dealing with impaired function.

To maintain the above mentioned environment, all employees including management and bargaining unit member must be aware of and responsible for reporting impairment while on duty. The following are some observations that would lead a

reasonable person to suspect impairment:

- a) *the appearance of being “tipsy” unsteady or unstable*
- b) *slurred speech*
- c) *inability to perform essential functions of position*
- d) *on the job accidents unusual in nature or frequency*
- e) *work performance and irrational behavior*
- f) *inconsistent or inappropriate time and attendance patterns*
- g) *unpredictable behavior*
- h) *smell of alcohol emanating from an employee*
- i) *suspected narcotic diversion*
- j) *inability to stay awake*
- k) *possession of drug paraphernalia*

No employee will be allowed to work if he/she is perceived to be impaired.

Any employee perceived to be impaired will not be allowed to drive on campus. He or she will be required to find other transportation. *If alternate transportation is unavailable, the Hospital will call a cab to take the employee home. Hospital Police will be notified of suspected impairment to prevent the employee from driving on campus.*

ECMCC is established as a drug free workplace, in compliance with the **Federal Drug Free Workplace Act of 1988**. An employee's impairment by alcohol or drugs poses a serious risk to those patients under his/her care.

1. *Each employee has a responsibility to the customer population to deliver services in a safe and competent manner. To assure that this responsibility is met, the employee must be free from impairments due to alcohol and other performance impairing substances. While the organization recognizes that ultimately it is the individual employee's responsibility to seek and participate in counseling or treatment services. Participation will not prohibit the employer from taking disciplinary action in accordance with the appropriate collective bargaining agreement.*
2. *Management recognizing that addiction is a treatable illness, will assist in treatment whenever possible.*
3. *All details surrounding the effected employee will be handled confidentially.*
4. *An employee who must use, for health reasons, any chemical substance which may affect job performance is required to immediately report this fact to his/her supervisor. The supervisor will direct the employee to Employee Health to document the medication use and to apply to Human Resources for a reasonable accommodation under the Modified Duty Policy.*
5. *The hospital will not discriminate against the hiring of those with past substance problems who are currently active participants in or who have successfully completed an authorized recovery program.*

6. *Supervisors are expected to be thoroughly knowledgeable regarding these policies, and to observe and document behavior which is inconsistent or potentially inconsistent with this policy. In all cases where there is such documentation, the supervisor will discuss said problems with the employee and refer that employee for counseling through the auspices of Human Resources.*

II. Procedure

If an employee is suspected of being impaired, he/she will be advised by his/her supervisor that they will not be permitted to continue to work, and will be told to report to Employee Health. The supervisor will inform Employee Health that the individual is coming and the reason an evaluation is being requested. The employee will be escorted by the supervisor to Employee Health to avoid accident or malingering in transit.

The physician or employee health officer should evaluate the employee's condition giving consideration to the concerns expressed by the supervisor. Based on the health officer's assessment and recommendation, the employee will either be sent back to work or home. ***NO EMPLOYEE WHO HAS BEEN ASSESSED TO BE IMPAIRED WILL BE ALLOWED TO RETURN TO WORK.***

In the event that Employee Health is closed, the employee will be escorted by the supervisor to the Emergency Department where the physician on duty will make the evaluation. The employee will not be responsible for an insurance co-pay unless admitted to the hospital. All procedures shall be done in a manner to minimize embarrassment of the employee and to minimize awareness in others that such test is being required or performed. The employer shall make a good faith effort to allow the employee an opportunity to consult with a union representative before submitting to such test. However, no such test shall be delayed more than thirty (30) minutes from the time the employee is ordered to take such test. During the waiting period, the employee must remain at a location designated by the employer. All time required by the employee to take the ordered test shall be considered time worked.

The following procedures shall be used to ensure proper processing:

1. The urine specimen shall be taken promptly with as little delay as possible at the UEMS office in the emergency room.
2. Immediately after the specimen is drawn, the individual containers shall, in presence of the employee be labeled.
3. The container shall be sent to Quest Diagnostics on the day of the test or the next business day.
4. The specimen shall be tested for alcohol, amphetamines, barbiturates, benzodiazepines, cannabinoids, cocaine metabolites, methadone, methaqualone, opiates, oxycodone, phencyclidine, and propoxyphene.

The prima facie validity of the tests shall be deemed to have been established for the purpose of

any subsequent hearings in reference to such testing, so long as the procedures set forth above are adhered to. In the event that the employee refuses to have the testing performed, the hearing officer in any subsequent disciplinary hearing shall draw a negative inference from such refusal in determining the guilt or innocence of the employee.

As required by law, licensed individuals who have reason to be believed to be practicing while impaired will be reported to the State of New York, Office of Professional Discipline. This reporting will be done by the Director of Nursing or the Human Resources Vice President on an administrative level.

EMPLOYEE ASSISTANCE

Employee assistance has proven to be a valuable method of improving the performance of employees who may be experiencing difficulties. Although this specific policy addresses the employee with a substance abuse or impairment problem, referrals may be made for other problems of a personal nature such as emotional, domestic or behavioral. In such cases, the procedures would be the same.

The employee will be asked to sign a release of information on the appropriate form allowing the employee health officer, department head or supervisor or Human Resources administrator to receive progress reports from the treating agency or counselor.

Approved By:

Julia Culkin-Jacobia, Chief Human Resources Officer

ECMCC has developed these policies and procedures in conjunction with administrative and clinical departments. These documents were designed to aid the qualified health care team in making clinical decisions about patient care. These policies and procedures should not be construed as dictating exclusive courses of treatment and/or procedures. No health care team member should view these documents and their bibliographic references as a final authority on patient care. Variations from these policies and procedures may be warranted in actual practice based upon individual patient characteristics and clinical judgment in unique care circumstances.

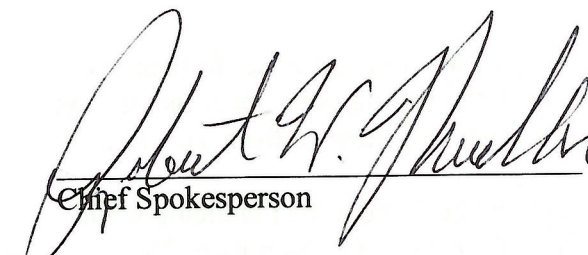
The undersigned representatives of the parties and the respective negotiating teams of the parties each and all agree to urge their respective principals to give, as promptly as practicable, the approvals referred to in subparagraphs (a) and (b) above.

As soon as practicable after the approvals referred to in the preceding paragraph have been given, a new written agreement containing the terms as hereinabove set forth shall be prepared and executed by authorized representatives of the Union and the County.


IN WITNESS WHEREOF, the duly authorized representatives of the parties have signed their names below this 21st day of December 2017.

FOR THE UNION

FOR THE EMPLOYER


Chief Spokesperson


Unit President


Chief Spokesperson


B&ECPL


ECC


ECMCC

**A Resolution Ratifying Corporation's Role in
Great Lakes Integrated Network, Inc.**

Approved January 30, 2018

WHEREAS, Great Lakes Integrated Network, Inc. ("GLIN") is a New York corporation formed on September 14, 2017, by its two (2) voting Shareholders, Kaleida Health and Erie County Medical Center Corporation (the "Corporation") (collectively the "Shareholders"); and

WHEREAS, the Shareholders formed GLIN to act as the parent company of Optimum Independent Practice Association, LLC ("OIPA"), a proposed limited liability company that is pending (i) approval by the New York State Department of Health; and (ii) filing of the Articles of Organization with the New York State Department of State; and

WHEREAS, the Shareholders also formed GLIN to act as the parent company of Optimum Physician Alliance, LLC ("OPA"), a virtual Independent Practice Association that was previously owned by Kaleida Health and HealthNow New York, Inc., but Kaleida Health has since transferred to GLIN; and

WHEREAS, the Shareholders of GLIN need to adopt corporate bylaws to establish the rights and obligations of the Shareholders, meeting requirements and procedures, duties and responsibilities of the Board of Directors and Officers, and issuance, management and transfer of stock; and

WHEREAS, a copy of the proposed Bylaws of GLIN is attached hereto at Exhibit A ("Bylaws"); and

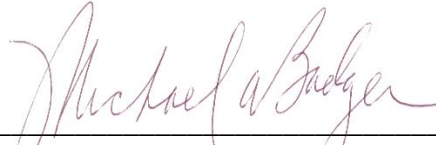
WHEREAS, GLIN requires capitalization so that it can engage in lawful activity as provided in its Certificate of Incorporation, including but not limited to acting as the parent company of OIPA and OPA; and

WHEREAS, the Corporation's administration has identified the creation of GLIN and its proposed business to be consistent with Corporation efforts to collaborate with Kaleida Health in a manner recognized by the recent changes to the ECMCC Act;;

NOW, THEREFORE, the Board of Directors resolves, as follows:

1. The Corporation is authorized to participate as a member of GLIN and to invest funds of the Corporation for the purchase of fifty (50) percent of the ownership of GLIN and to capitalize GLIN up to the amount of \$400,000.
2. The Corporation is authorized to continue its activity in the operation of OPA and in the future operation of OIPA in accord with the Certificate of Incorporation of GLIN and other agreements incidental thereto, consistent with GLIN's Bylaws.

3. All actions taken by the Corporation before the date of this resolution that are consistent with this resolution are ratified and approved.
4. The Corporation is authorized to do all other things necessary and appropriate to effectuate this resolution.
5. This resolution shall take effect immediately.



Michael A. Badger
Corporation Secretary

Exhibit A

[Insert Bylaws of Great Lakes Integrated Network, Inc.]

BYLAWS
OF
GREAT LAKES INTEGRATED NETWORK, INC.
THE CORPORATION

Name. The legal name of the Corporation is GREAT LAKES INTEGRATED NETWORK, INC.

Offices. The principal office of the Corporation shall be located in the County of Erie and the State of New York or such other address as is designated by resolution of the Board of Directors. The Corporation may also have other offices at such places within or without the State of New York as the Board of Directors may from time to time designate or the business of the Corporation may require.

MEETINGS OF SHAREHOLDERS

Annual Meeting. The annual meeting of the shareholders of the Corporation for the election of directors and for the transaction of such other business as may properly come before the meeting shall be held at the principal office of the Corporation in New York State, within five months of the end of the Corporation's fiscal year, or at such other place within or without the State of New York as the Board of Directors may fix.

Special Meetings. Special meetings of shareholders, unless otherwise prescribed by law, may be called at any time by the Board of Directors, by the President or by order of the Board of Directors pursuant to the written request of the holders of ten percent of the outstanding shares of a class of stock of the Corporation entitled to vote at such meeting. At any special meeting only such business may be transacted which is related to the purpose or purposes set forth in the notice required by Section 2.4. Special meetings of shareholders shall be held at such place within or without the State of New York as shall be designated in the notice of meeting.

List of Shareholders Entitled to Vote. A list of shareholders as of the record date determined pursuant to Section 5.7, certified by the corporate officer responsible for its preparation or by the Corporation's transfer agent, shall be produced at any meeting of shareholders upon the request of any shareholder there at or prior thereto. If the right to vote at any meeting is challenged, the inspectors of election, or person presiding thereat, shall require such list of shareholders to be produced as evidence of the right of the persons challenged to vote at such meeting, and all persons who appear from such list to be shareholders entitled to vote thereat may vote at such meeting.

Notice of Meetings. Written notice of each annual and special meeting of shareholders, other than any meeting the giving of notice of which is otherwise prescribed by law, stating the place, date and hour of the meeting, and, in the case of a special meeting, indicating that it is being issued by or at the direction of the person or persons calling the meeting and stating the purpose or purposes for which it is called, shall be given, personally or by mail, not less than ten nor more than fifty days before such meeting, to each shareholder entitled to vote thereat. If mailed, such notice shall be deemed given when deposited in the United States mail, postage prepaid, directed to such shareholder at his address as it appears on the record of shareholders of the Corporation. An affidavit of the Secretary or other person giving the notice or the transfer agent of the Corporation that notice has been given shall be evidence of the facts stated therein. Notice of any meeting need not be given to any shareholder who submits a signed waiver of notice, whether before or after the meeting. The attendance of any shareholder at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by him.

Adjourned Meeting and Notice Thereof. Any meeting of shareholders may be adjourned to another time or place, and the Corporation may transact at any adjourned meeting any business which might have been transacted on the original date of the meeting. Notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken unless a new record date is fixed for the adjourned meeting by the Board of Directors. If notice of the adjourned meeting is given, such notice shall be given to each shareholder of record entitled to vote at the adjourned meeting in the manner prescribed in Section 2.4.

Quorum. The presence in person or by proxy of the holders of a majority of the aggregate outstanding shares of all classes entitled to vote at any meeting, and the holders of a majority of the outstanding shares shall constitute a quorum for the transaction of business. In the absence of a quorum, the shareholders present may adjourn any meeting. When a quorum is once present to organize a meeting, the quorum is not broken by the subsequent withdrawal of any shareholders.

Voting. Each share of stock shall entitle the holder thereof to one vote. All other actions shall be authorized by a majority of the votes cast except where the New York Business Corporation Law prescribes a different percentage of votes or a different exercise of voting power. Any holder of shares entitled to vote on any matter may vote part of the shares in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal, other than elections to office, but, if the shareholder fails to specify the number of shares such shareholder is voting affirmatively, it will be conclusively presumed that the shareholder's approving vote is with respect to all shares such shareholder is entitled to vote.

Each shareholder entitled to vote at a meeting of shareholders or to express consent or dissent without a meeting may authorize another person or persons to act for him by proxy. Every proxy must be signed by the shareholder or his attorney-in-fact. No proxy shall be valid after the expiration of eleven months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the shareholder executing it, except as otherwise provided in Section 608 of the New York Business Corporation Law.

The Board of Directors, in advance of any shareholders' meeting, may appoint one or more inspectors to act at the meeting or any adjournment thereof. If inspectors are not so appointed, the person presiding at a shareholders' meeting may, and on the request of any shareholder entitled to vote thereat shall, appoint one or more inspectors. In case any person appointed fails to appear or act, the vacancy may be filled by appointment made in advance of the meeting by the Board of Directors or at the meeting by the person presiding thereat. The inspectors, if any, shall determine the number of shares of stock outstanding and the voting power of each, the shares of stock represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all shareholders.

Action by Consent of Shareholders. Directors may be elected without a meeting by a consent in writing, setting forth the action so taken, signed by all of the persons who would be entitled to vote for the election of directors; provided that, a director may be elected at any time to fill a vacancy not filled by the directors, other than to fill a vacancy created by removal, by the written consent of a majority of the outstanding shares. With respect to any other action, unless otherwise provided in the Certificate of Incorporation, whenever shareholders are required or permitted by law, the Certificate of Incorporation or these Bylaws to take any action by vote, such action may be taken without a meeting on written consent setting forth the action so taken, signed by the holders of the outstanding shares entitled to vote thereon.

BOARD OF DIRECTORS

General Powers. The business of the Corporation shall be managed by the Board of Directors. The Board of Directors may exercise all such powers of the Corporation and have such authority and do all such lawful acts and things as are permitted by law, the Certificate of Incorporation or these Bylaws.

Number of Directors; Qualifications. The Board of Directors shall have four (4) members. The authorized number of directors of the Corporation may be increased or decreased in any increment by action of the shareholders or the Board of Directors; provided that no decrease in the number of directors constituting the entire Board of Directors shall shorten the term of any incumbent director. Each director shall be at least eighteen years of age.

As used in this Article, "entire Board of Directors" means the total number of directors which the Corporation would have if there were no vacancies in the Board of Directors.

Election. Directors of the Corporation shall be elected to hold office until the next annual meeting of the shareholders. At each annual meeting of shareholders or at a special meeting in lieu of the annual meeting called for such purpose, Directors shall be elected.

Term. Each director shall hold office until his successor is duly elected and qualified, except in the event of the earlier termination of his term of office by reason of death, resignation, removal or other reason.

Resignation and Removal. Any director may resign at any time upon written notice to the Board of Directors, the President or the Secretary. The resignation of any Director shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any Director may be removed with or without cause if such removal is approved by the affirmative vote of a majority of the outstanding shares of the shareholder(s) entitled to vote.

Vacancies. Newly created directorships resulting from an increase in the number of directors and vacancies occurring in the Board of Directors for any reason except the removal of directors may be filled by vote of a majority of the directors then in office, or by a sole remaining director of the same class. A director elected to fill a vacancy shall be elected to hold office until his successor is duly elected and qualified.

Quorum and Voting. A majority of directors shall constitute a quorum of the board for the transaction of business. A director interested in a contract or transaction may be counted in determining the presence of a quorum at a meeting of the Board of Directors which authorizes the contract or transaction. In the absence of a quorum, a majority of the directors present may adjourn the meeting until a quorum shall be present. Except as herein otherwise provided, and except as otherwise provided by the New York Business Corporation Law, the vote of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Regulations. The Board of Directors may adopt such rules and regulations for the conduct of the business and management of the Corporation, not inconsistent with the law or the Certificate of Incorporation or these Bylaws, as the Board of Directors may deem proper. The Board of Directors may hold its meetings at any place within or without the State of New York as the Board of Directors may from time to time determine.

Annual Meeting of Board of Directors. An annual meeting of the Board of Directors shall be called and held for the purpose of organization, election of officers and transaction of any other business. If such meeting is held promptly after and at the place specified for the annual meeting of shareholders, no notice of the annual meeting of the Board of Directors need be given. Otherwise such annual meeting shall be held at such time (not more than thirty days after the annual meeting of shareholders) and place as may be specified in a notice of the meeting.

Regular Meetings. Regular meetings of the Board of Directors shall be held at the time and place as shall from time to time be determined by the Board of Directors. After there has been such determination and notice thereof has been given to each member of the Board of Directors, no further notice shall be required for any such regular meeting. Except as otherwise provided by law, any business may be transacted at any regular meeting.

Special Meetings. Special meetings of the Board of Directors may, unless otherwise prescribed by law, be called from time to time by the President, and shall be called by the President or the Secretary upon the written request of any one (1) Director then in office directed to the President or the Secretary. Except as provided below, notice of any special meeting of the Board of Directors, stating the time and place of such special meeting, shall be given to each director.

Notice of Meeting; Waiver of Notice. Notice of any meeting of the Board of Directors shall be deemed to be duly given to a director (i) if mailed to such director, addressed to him at his address as it appears upon the books of the Corporation, or at the address last made known in writing to the Corporation by such director at the address to which such notices are to be sent, at least five days before the day on which such meeting is to be held, or (ii) if sent to him at such address by telegraph, cable, radio or wireless at least five days before the day on which such meeting is to be held, or (iii) if delivered to him personally or orally, by telephone or otherwise, at least five days before the day on which such meeting is to be held. Each such notice shall state the time and place of the meeting. Notice of any meeting of the Board of Directors need not be given to any director who submits a signed waiver of notice whether before or after the holding of such meeting, or who attends such meeting without protesting, prior thereto or at its commencement, the lack of notice to him.

Committees. The Board of Directors may, by resolution adopted by a majority of the entire Board of Directors, designate one or more committees, each consisting of at least one Director, to serve at the pleasure of the board. The board may designate additional directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. The appointment of members or alternate members of a committee requires the vote of a majority of the entire Board of Directors.

Powers and Duties of Committees. No such committee, shall have all the authority of the Board of Directors including, without limitation, the authority as to the following matters: (1) the submission to shareholders of any action that needs shareholders' approval; (2) the filling of vacancies in the Board of Directors or in any committee; (3) the fixing of compensation of the directors for serving on the Board of Directors or on any committee; (4) the amendment or repeal of the Bylaws, or the adoption of new Bylaws; and (5) the amendment or repeal of any resolution of the Board of Directors which by its terms shall not be so amendable or repealable. Each Committee shall report to the Board any recommendation for action by the entire Board. Each committee may adopt its own rules of procedure and may meet at stated times or on such notice as such committee may determine. Except as otherwise permitted by these Bylaws, each committee shall keep regular minutes of its proceedings and report the same to the Board of Directors when required.

Compensation of Directors. The Board of Directors may from time to time, by resolution of the Board of Directors and in its discretion, fix the amounts which shall be payable to directors and to members of any committee of the Board of Directors for attendance at the meetings of the Board of Directors or of such committee and for services rendered to the Corporation.

Action Without Meeting. Unless otherwise provided by the Certificate of Incorporation, any action required or permitted to be taken by the Board of Directors or any committee thereof may be taken without a meeting if all members of the Board of Directors or the committee consent in writing to the adoption of a resolution authorizing the action. The resolution and written consents thereto by the members of the Board of Directors or committee shall be filed with the minutes of the proceedings of the Board of Directors or the committee.

Action by Conference Telephone. Unless otherwise provided by the Certificate of Incorporation, any one or more members of the board or any committee thereof may participate in a meeting of such board or committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

OFFICERS

Officers. The officers of the Corporation shall consist of a President, a Vice-President, a Secretary, and a Treasurer, who shall be chosen by the Board of Directors, and such other officers as the Board of Directors may from time to time deem necessary, who shall be chosen in such manner and hold their offices for such terms as the Board of Directors may prescribe. Any two or more of such offices may be held by the same person, except that the offices of President and Secretary may not be held by the same person unless all the issued and outstanding stock of the Corporation is owned by one person, in which instance such person may hold all or any combination of offices.

Terms of Office and Compensation. The term of office and salary of each of the officers and the manner and time of the payment of such salaries shall be fixed and determined by the Board of Directors and may be altered by the Board of Directors from time to time at its pleasure, subject to the rights, if any, of said officers under any contract of employment.

Delegation of Duties of Officers. The Board of Directors may delegate the duties and powers of any officer of the Corporation to any other officer or to any director for a specified period of time for any reason that the Board of Directors may deem sufficient.

Removal of Officers. Any officer of the Corporation may be removed with or without cause by resolution of the Board of Directors. All other agents and employees of the Corporation shall hold office at the pleasure of the Board of Directors.

Resignation. Any officer may resign at any time by giving written notice of resignation to the Board of Directors, to the President or to the Secretary. Any such resignation shall take effect upon receipt of such notice or at any later time specified therein. Unless otherwise specified in the notice, the acceptance of a resignation shall not be necessary to make the resignation effective.

President. The President shall preside at all meetings of the shareholders and of the Board of Directors at which he is present. The President shall be the chief executive officer of the Corporation and shall have general supervision over the business of the Corporation. He may sign certificates of stock and sign and seal bonds, debentures, contracts or other obligations authorized by the Board of Directors, and may, without previous authority of the Board of Directors, make such contracts as the ordinary conduct of the Corporation's business requires. He shall have the usual powers and duties vested in the President of a corporation. He shall have power to select and appoint all necessary officers and employees of the Corporation, except those selected by the Board of Directors, and to remove all such officers and employees except those selected by the Board of Directors, and make new appointments to fill vacancies. He may delegate any of his powers to a Vice-President of the Corporation.

Vice-President. The Vice-President shall have such of the President's powers and duties as the President may from time to time delegate to him, and shall have such other powers and perform such other duties as may be assigned to him by the Board of Directors. During the absence or incapacity of the President, the Vice-President, shall perform the duties of the President, and when so acting shall have all the powers and be subject to all the responsibilities of the office of President.

Secretary. The Secretary shall act as Secretary of all meetings of shareholders and of the Board of Directors at which he is present, shall record all the proceedings of all such meetings in a book to be kept for that purpose, shall have supervision over the giving and service of notices of the Corporation, and shall have supervision over the care and custody of the corporate records. The Secretary shall keep the seal of the Corporation and affix the same to all instruments which may require it. He shall attend to the giving and serving of notices of meetings and he shall have charge of such books and records as properly belong to his office or as may be committed to his care by the Board of Directors. The Secretary shall have all powers and duties usually incident to the office of Secretary, except as specifically limited by a resolution of the Board of Directors. The Secretary shall have such other powers and perform such other duties as may be assigned to him from time to time by the Board of Directors or the President.

Treasurer. The Treasurer shall have general supervision over the care and custody of the funds and over the receipts and disbursements of the Corporation and shall cause the funds of the Corporation to be deposited in the name of the Corporation in such banks or other depositories as the Board of Directors may designate. The Treasurer shall have supervision over the care and safekeeping of the securities of the Corporation. The Treasurer shall have all powers and duties usually incident to the office of Treasurer, except as specifically limited by a resolution of the Board of Directors. Whenever necessary or proper, he shall endorse on behalf of the Corporation, for collection, checks, notes, or other obligations, and shall deposit the same to the credit of the Corporation in such bank or banks or depositories, approved by the Board of Directors as the Board of Directors or President may designate. He may sign receipts or vouchers for payments made to the Corporation, and the Board of Directors may require that such receipts or vouchers shall also be signed by some other officer to be designated by them. Whenever required by the Board of Directors, he shall render a statement of his cash accounts and such other statements respecting the affairs of the Corporation as may be required. He shall keep proper and accurate books of account. Treasurer shall perform all acts incident to the office of Treasurer, subject to the control of the Board of Directors and shall have such other powers and perform such other duties as may be assigned to him from time to time by the Board of Directors or the President.

Bond. The Board of Directors shall have power, to the extent permitted by law, to require any officer, agent or employee of the Corporation to give bond for the faithful discharge of his duties in such form and with such surety or sureties as the Board of Directors may determine.

CAPITAL STOCK

Issuance of Certificates for Stock. The Corporation may issue a certificate or certificates in such form as shall be approved by the Board of Directors, certifying the number and class of shares of capital stock of the Corporation owned by such shareholder.

All certificates for the capital stock issued by the Corporation shall have endorsed thereon the following or a similar statement:

THE SHARES OF STOCK REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE PROVISIONS OF, AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF EXCEPT IN ACCORDANCE WITH, THE SHAREHOLDERS AGREEMENT DATED _____, 2017, A COPY OF WHICH IS ON FILE WITH THE CORPORATION. BY ACCEPTING THE SHARES OF STOCK REPRESENTED BY THIS CERTIFICATE, THE HOLDER AGREES TO BE BOUND BY SAID AGREEMENT.

Signatures on Stock Certificates. Certificates for shares of capital stock of the Corporation shall be signed by, or in the name of the Corporation by, the President or the Vice President and by the Secretary, or the Treasurer, and shall bear the corporate seal of the Corporation or a printed or engraved facsimile thereof. If any such certificate is countersigned by a transfer agent or registered by a registrar, other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer before such certificate is issued, such certificate may be issued by the Corporation with the same effect as if such signer were such officer at the date of issue.

Stock Ledger. A record of all capital stock issued by the Corporation shall be kept by the Secretary or any other officer, employee or agent designated by the Board of Directors. Such record shall show the name and address of each shareholder, the number and class of shares held by each and the date when each became the owner of record thereof, and, in the case of any stock certificates which have been cancelled, the dates of cancellation thereof. The Corporation shall be entitled to treat the holder of record of shares of capital stock as shown on the stock ledger as the owner thereof and as the person entitled to receive dividends thereon, to vote such shares, to receive notice of meetings, and for all other purposes. Prior to due presentment for registration of transfer of any certificate for shares of capital stock of the Corporation, the Corporation shall not be bound to recognize any equitable or other claim to or interest in any share of capital stock represented by such certificate on the part of any other person whether or not the Corporation shall have express or other notice thereof.

Transfer. Notwithstanding anything to the contrary contained herein, no shareholder of the Corporation may transfer its stock in the Corporation without the prior written consent of the non-transferring shareholder(s).

Any sale or transfer of all or any part of the shares of the capital stock of the Corporation, whether voluntarily, involuntarily, by operation of law or otherwise, may be made by any shareholder, or by any heir, executor, legal representative, devisee, testamentary beneficiary, trustee in bankruptcy, successor or assign of any shareholder, only in accordance with

the terms of any agreements among the Corporation, its shareholders and/or any third parties then in effect, including succession agreement(s), if any, in any way. Any sale or transfer in violation of the restrictions set forth in such Agreement shall be void.

Upon surrender to the Corporation, where applicable, of a certificate for shares or other securities of the Corporation duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, the Corporation shall issue a new certificate to the person entitled thereto, and cancel the old certificate, except to the extent the Corporation may be prevented from so doing by law, by the order or process of any court of competent jurisdiction, or under any valid restriction on transfer imposed by the Certificate of Incorporation, these Bylaws or any agreement of security holders. Every such transfer shall be entered on the transfer books of the Corporation.

The Corporation shall be entitled to treat the holder of record of any share or other security of the Corporation as the holder in fact thereof and shall not be bound to recognize any equitable or other claim to or interest in such share or security on the part of any other person, whether or not the Corporation shall have express or other notice thereof except as expressly provided by law or these Bylaws.

Notwithstanding the foregoing, transfers of capital stock shall be made on the books of the Corporation only upon delivery to the Corporation or its transfer agent of (i) a written direction of the registered holder named in the certificate or such holder's attorney lawfully constituted in writing, (ii) the certificate for the shares of capital stock being transferred, and (iii) a written assignment of the shares of capital stock evidenced thereby. Further, the Board of Directors may also make such additional rules and regulations as it may deem expedient, not inconsistent with law, the Certificate of Incorporation or these Bylaws, concerning issuance, transfer and registration of certificates for shares of capital stock of the Corporation. The Board of Directors may appoint, or authorize any principal officer to appoint, one or more transfer clerks or one or more transfer agents and one or more registrars and may require all certificates for capital stock to bear the signature or signatures of any of them.

Cancellation. Each certificate for capital stock surrendered to the Corporation for exchange or transfer shall be cancelled and no new certificate or certificates shall be issued in exchange for any existing certificate until such existing certificate shall have been cancelled.

Lost, Destroyed, Stolen and Mutilated Certificates. In the event that any certificate for shares of capital stock of the Corporation shall be mutilated the Corporation shall issue a new certificate in place of such mutilated certificate. In case any such certificate shall be lost, stolen or destroyed the Corporation may, in the discretion of the Board of Directors or a committee designated thereby with power so to act, issue a new certificate for capital stock in the place of any such lost, stolen or destroyed certificate. The applicant for any substituted certificate or certificates shall surrender any mutilated certificate or, in the case of any lost, stolen or destroyed certificate, furnish satisfactory proof of such loss, theft or destruction of such certificate and of the ownership thereof. The Board of Directors or such committee may, in its discretion, require the owner of a lost, stolen or destroyed certificate, or his representatives, to furnish to the Corporation a bond with an acceptable surety or sureties and in such sum as will be sufficient to indemnify the

Corporation against any claim that may be made against it on account of the lost, stolen or destroyed certificate or the issuance of such new certificate. A new certificate may be issued without requiring a bond when, in the judgment of the Board of Directors, it is proper to do so.

Fixing of Record Dates.

The Board of Directors may fix, in advance, a record date, which shall not be more than fifty nor less than ten days before the date of any meeting of shareholders, nor more than fifty days prior to any other action, for the purpose of determining shareholders entitled to notice of or to vote at such meeting of shareholders or any adjournment thereof, or to express consent or dissent to corporate action in writing without a meeting, or to receive payment of any dividend or allotment of any rights, or for the purpose of any other action.

If no record date is fixed by the Board of Directors:

The record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the next day preceding the day on which notice is given, or if no notice is given, the day on which the meeting is held;

The record date for determining shareholders for any purpose other than that specified in subparagraph (i) shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting, provided that the Board of Directors may fix a new record date for the adjourned meeting.

INDEMNIFICATION

Right to Indemnification. The Corporation shall, to the maximum extent and in the manner permitted by applicable law as it now exists or may hereafter be amended, indemnify and hold harmless any person who was or is or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding"), by reason of the fact that such person is or was a director or officer of the Corporation, against expenses (including attorneys' fees), judgments, fines, settlements and other amounts actually and reasonably incurred in connection with the defense or settlement of such proceeding or any appeal therein. Notwithstanding the foregoing, the Corporation shall not be required to indemnify any person in connection with any proceeding (or part thereof) initiated by such person unless the proceeding (or part thereof) was authorized in advance by the Board of Directors of the Corporation. For purposes of this Article VI, a "director" or "officer" of the Corporation includes any person (i) who is or was a director or officer of the Corporation or (ii) who is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans.

Advancement of Expenses. The Corporation shall advance to any person who was or is or is threatened to be made a party to any threatened or pending proceeding by reason of the fact that such person is or was a director or officer of the Corporation, prior to the final disposition of such proceeding, promptly following request therefor, all expenses incurred by such in connection with such proceeding, upon receipt of an undertaking by or on behalf of such person to repay said amounts if it should be determined ultimately that such person is not entitled to be indemnified under this Bylaw or otherwise; provided, however, that the Corporation shall not be required to advance expenses to any such person in connection with any proceeding (or part thereof) initiated by such person unless the proceeding (or part thereof) was authorized in advance by the Board of Directors.

Survival of Rights. The rights conferred on any person by this Article VI shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

General. It is the intent of this Article VI to require the Corporation to indemnify the persons referred to herein for judgments, fines, penalties, amounts paid in settlement and expenses, including attorney's fees, in each and every circumstance in which such indemnification could lawfully be permitted by express provision of bylaws; and the indemnification required by this Article VI shall not be limited by the absence of an express recital of such circumstances.

Amendments. Any repeal or modification of this Article VI shall only be prospective and shall not affect the rights under this Article VI in effect at the time of the alleged occurrence of any action or omission to act that is the basis of any proceeding against any director or officer of the Corporation.

Non-Exclusivity of Rights. The rights conferred on any person by this Article VI shall not be exclusive of any other right which such person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, Bylaws, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding office. The Corporation is specifically authorized to enter into individual contracts with any or all of its directors, officers, employees or agents respecting indemnification and advances, to the fullest extent not prohibited by the New York Business Corporation Law or other applicable law.

Indemnification Insurance. To the extent permitted by law, the Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such.

MISCELLANEOUS PROVISIONS

Corporate Seal. The seal of the Corporation shall be circular in form with the name of the Corporation in the circumference and the words and figures "Corporate Seal – New York" in the

center. The seal may be used by causing it to be affixed or impressed, or a facsimile thereof may be reproduced or otherwise used in such manner as the Board of Directors may determine.

Fiscal Year. The fiscal year of the Corporation shall end on December 31st of each year, or such other twelve consecutive months as the Board of Directors may designate.

Execution of Instruments, Contracts, etc. All checks, drafts, bills of exchange, notes or other obligations or orders for the payment of money shall be signed in the name of the Corporation by such officer or officers or person or persons as the Board of Directors may from time to time designate. Except as otherwise provided by law, the Board of Directors, any committee given specific authority in the premises by the Board of Directors, or any committee given authority to exercise generally the powers of the Board of Directors during the intervals between meetings of the Board of Directors, may authorize any officer, employee or agent, in the name of and on behalf of the Corporation, to enter into or execute and deliver deeds, bonds, mortgages, contracts and other obligations or instruments, and such authority may be general or confined to specific instances. All applications, written instruments and papers required by any department of the United States Government or by any state, county, municipal or other governmental authority, may be executed in the name of the Corporation by any principal officer or subordinate officer of the Corporation, or, to the extent designated for such purpose from time to time by the Board of Directors, by an employee or agent of the Corporation. Such designation may contain the powers to substitute, in the discretion of the person named, one or more other persons.

AMENDMENTS

The Bylaws may be adopted, amended or repealed only by the affirmative vote or written consent of a majority of the outstanding shares of Common Stock.

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CMO Memorandum

To: BOARD OF DIRECTORS

CC: MEDICAL EXECUTIVE COMMITTEE

From: BRIAN M. MURRAY, MD, CMO

Date: January 22, 2018

Re: APPOINTMENTS/REAPPOINTMENTS CHIEF OF SERVICE AND ASSOCIATE CHIEF OF SERVICE

APPOINTMENT OF CHIEF OF SERVICE AND ASSOCIATE CHIEF OF SERVICE

Each Chief of Service shall be and remain physician members in good standing of the Active Staff, shall have demonstrated ability in at least one of the clinical areas covered by the department, and shall be willing and able to faithfully discharge the functions of his/her office. Each Chief of Service shall be certified by an appropriate specialty board, or affirmatively establish comparable competence through the credentialing process.

1. **Appointment:** Each Chief of Service and Associate Chief of Service shall be appointed by the Board for a one to three (1-3) year term.
2. **Term of Office:** The Chief of Service and Associate Chief of Service shall serve the appointment term defined by the Board and be eligible to succeed himself.
3. **Removal:** Removal of a Chief of Service from office may be made by the Board acting upon its own recommendation or a petition signed by fifty percent (50%) of the Active department members with ratification by the Medical Executive Committee and the Board as outlined in Section 4.1.6 for Removal of Medical Staff Officers within the Medical/Dental Staff Bylaws.
4. **Vacancy:** Upon a vacancy in the office of Chief of Service, the Associate or Assistant Director, or division chief of the department shall become Chief of Service or other such practitioner named by the Board until a successor is named by the Board.

The following physician members are currently members in good standing of our Active Medical/Dental Staff and are being recommended for the position of Chief of Service within their departments:

DEPARTMENT	NAME	TERM	APPT	REVIEW DATE
Anesthesiology	Shawn Cantie, MD	3 YRS	JAN 2018	DEC 2020
Cardiothoracic Surgery	Anthony Picone, MD	3 YRS	JAN 2018	DEC 2020
Dentistry	Maureen Sullivan-Nasca, DDS	3 YRS	JAN 2018	DEC 2020
Dermatology	VACANT	3 YRS		
Emergency Medicine	Michael Manka, MD	3 YRS	JAN 2018	DEC 2020
Family Medicine	Andrea Manyon, MD	3 YRS	JAN 2018	DEC 2020
Internal Medicine	Joseph Izzo, Jr., MD	3 YRS	JAN 2018	DEC 2020
Laboratory Medicine	Daniel Amsterdam, PhD	3 YRS	JAN 2018	DEC 2020
Neurology	Richard Ferguson, MD	3 YRS	JAN 2018	DEC 2020
Neurosurgery	Gregory Castiglia, MD	3 YRS	JAN 2018	DEC 2020
Obstetrics & Gynecology	Vanessa Barnabei, MD	3 YRS	JAN 2018	DEC 2020
Ophthalmology	Sandra Sieminski, MD	3 YRS	JAN 2016	DEC 2018
Oral & Maxillofacial Surgery	Richard Hall, DDS, PhD, MD	3 YRS	JAN 2018	DEC 2020
Orthopaedic Surgery	Philip Stegemann, MD	3 YRS	JAN 2018	DEC 2020

DEPARTMENT	NAME	TERM	APPT	REVIEW DATE
Otolaryngology	William Belles, MD	3 YRS	JAN 2018	DEC 2020
Pathology	Lucia Balos, MD	3 YRS	JAN 2018	DEC 2020
Plastics & Reconstructive Surgery	Thom Loree, MD	3 YRS	JAN 2018	DEC 2020
Psychiatry	Yogesh Bakhai, MD	3 YRS	JAN 2018	DEC 2020
Radiology	Jonathan Marshall, DO	3 YRS	JAN 2018	DEC 2020
Rehabilitation Medicine	Mark LiVecchi, MD	3 YRS	JAN 2018	DEC 2020
Surgery	William Flynn, MD	3 YRS	JAN 2018	DEC 2020
Urology	Kevin Pranikoff, MD	3 YRS	JAN 2018	DEC 2020

*The following physician members are currently members in good standing of our Active Medical/Dental Staff and are being recommended for the position of **ASSOCIATE** Chief of Service within their departments:*

DEPARTMENT	NAME	TERM	APPT
Anesthesia	Scott Plotkin, MD	1	BY CHIEF OF SERVICE
Chemical Dependency	Mohammadreza Azadfard, MD	1	BY CHIEF OF SERVICE
Emergency Services	Jennifer Pugh, MD	1	BY CHIEF OF SERVICE
Family Medicine	Muhammad Ghazi, MD	1	BY CHIEF OF SERVICE
Internal Medicine	Sergio Anillo, MD	1	BY CHIEF OF SERVICE
Internal Medicine	Ashvin Tadakamalla, MD	1	BY CHIEF OF SERVICE
Internal Medicine, Specialty Med.	Rocco Venuto, MD	1	BY CHIEF OF SERVICE
OB/GYN	Taechin Yu, MD	1	BY CHIEF OF SERVICE
Psychiatry	Dori Marshall, MD	1	BY CHIEF OF SERVICE
Radiology	Keyur Shah, MD	1	BY CHIEF OF SERVICE

(Bold depicts new appointments)

CREDENTIALS COMMITTEE MEETING MINUTES

Committee Members Present:

Yogesh Bakhai, MD

Mark LiVecchi, MD, DMD, MBA

Robert Glover, Jr., MD

Brian Murray, MD, CMO (ex-officio)

Susan Ksiazek, RPh

Richard Skomra, CRNA

Medical-Dental Staff Office and Administrative Members Present:

Tara Boone, Medical-Dental Staff Services Coordinator; Judy Fenski, Kerry Lock, Credentialing Specialists

Guest:

Samuel Cloud, DO

Committee Members Excused:

Erik Jensen, MD

Jonathan Marshall, DO

Richard Hall, MD, DDS, PhD

Mandip Panesar, MD

CALL TO ORDER

The meeting was called to order at 3:02 pm. The minutes of the November 2017 meeting were endorsed by the Medical Executive Committee and approved by the Board of Directors at their respective meetings last month. The resignation of Karen Baetzhold, PA-C reported in the November Credentials Committee meeting minutes was subsequently clarified to be a change in employment status and not applicable to her medical-dental staff membership.

There will be no MEC or BOD meeting in December; all actions recommended by the Credentials Committee at this meeting will be endorsed by the MEC and granted by the BOD in January 2018.

**FOR
INFORMATION**

ADMINISTRATIVE

The Credentials Committee was made aware of recent resignations, application withdrawals, leave requests or conclusions and presents the following names to the Executive Committee for information.

- A. Deceased – none
- B. Applications Withdrawn – none
- C. Application Processing Cessation – none
- D. Automatic Processing Conclusion – (inactive applications > 180 days from date of signature) – none
- E. Resignations

Anesthesiology

Baker, Lori CRNA

01/14/2018

Family Medicine

Arida, Theresa NP

11/17/2017

Silliman, Carrie FNP

11/12/2017

Verostko-Slajak, Sherry ANP

11/01/2017

**FOR
INFORMATION**

CHANGE IN STAFF CATEGORY

Internal Medicine

Chana, Barinder MD

Active to Courtesy, Refer & Follow

Ismail, Mahmoud MD

Active to Associate

Psychiatry

Tan, Alfonso MD

Active to Courtesy, Refer & Follow

Surgery

Posner, Alan MD

Associate to Courtesy, Refer & Follow

**FOR
OVERALL
ACTION**

DEPARTMENT CHANGE or ADDITION

Psychiatry

Franklin, James PA-C

Add Internal Medicine

Supervising Physician: Dr. Sergio Anillo

FOR OVERALL ACTION

CHANGE OR ADDITION OF COLLABORATING/SUPERVISING ATTENDING

Psychiatry

Russo, Colleen, PNP

Allied Health Professional

Collaborating Physician Change: Dr. Dori Marshall to Dr. Michael Guppenberger

**FOR OVERALL
ACTION**

PRIVILEGE ADDITION/REVISION

Family Medicine

Holmes, David MD

Active

-Paracentesis

-Methadone maintenance treatment

Surgery

Lukan, James MD*

Active

-Carotid and vertebral arteries

**completed vascular fellowship, volume criteria waived by COS will f/u with COS as to whether FPPE can be waived d/t similar*

technique to existing privileges

Shisler, Tomi NP

Allied Health Professional

Collaborating Physician: Dr. Sunil Patel

-Wound Culture*

**waive FPPE – core privilege on revised AHP privilege form template*

**FOR OVERALL
ACTION**

PRIVILEGE WITHDRAWAL

None

UNACCREDITED FELLOWSHIPS

No updates. Medical Dental Staff Office will follow up at the end of December to confirm Jin Young Kim (neurosurgery fellow), anticipated start at ECMC January 2018 (currently at BGMC). The Practice Plan needs to apply to the SED for change in addresses for the limited permits of the two fellows as they swap sites for the remainder of the fellowship.

FOR INFORMATION

APPOINTMENT APPLICATIONS, recommended- comments as indicated

INITIAL APPOINTMENTS (11)

Anesthesiology

Kocz, Remek MD

Active

Internal Medicine

Clifton, Vernon MD

Active

Dunn, Bethany PA-C

Allied

Health

Professional

Supervising Physician: Dr. Desai

Mohamed, Ayaan NP

Allied

Health

Professional

Collaborating Physician: Dr. Tadakamalla

Perno, Amy PA-C

Allied

Health

Professional

Supervising Physician: Dr. Sandhu

Saini, Anjeet MD

Active

Neurology

Elliott, Kathryn MD

Active

Orthopaedic Surgery

Burzynski, Adam MD

Active

Plastic and Reconstructive Surgery

Pagano, Christina PA-C

Allied

Health

Professional

Supervising Physician: Dr. Loree

Radiology

Nicholas, Christopher MD

Active

Urology

Sufrin, Gerald MD

Active

DUAL DEPARTMENT APPOINTMENT INITIAL APPLICATIONS (0)

A verbal report of 2 applications currently under process were presented to the Committee for preliminary review, discussion and recommendation of next steps.

FOR

OVERALL ACTION

REAPPOINTMENT APPLICATIONS, recommended – comments as indicated

Reappointment Review (46)

Anesthesiology

Becht, Nancy CRNA Professional	Allied	Health
Brown, Dana CRNA Professional	Allied	Health
Ditonto, Elizabeth MD	Active	
Horesh, Fayelyn CRNA Professional	Allied	Health
Skomra, Richard CRNA Professional	Allied	Health
Stercula, Edna CRNA Professional	Allied	Health

Dentistry

Davidow, Peter DDS	Active	
Sullivan, Maureen DDS	Active	

Emergency Medicine

Baumler, Nicole PA-C Professional	Allied	Health
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Supervising Physician: Dr. David Hughes

Billittier, Anthony MD	Active	
Caldwell, Jennifer DO	Active	
Hughes, David MD	Active	
Jones, Taylor PA-C Professional	Allied	Health

*Supervising Physician: Dr. William Dice***Family Medicine**

Fasanello, Julie FNP Professional	Allied	Health
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Collaborating Physician: Dr. Mohammadreza Azadfard

Holmes, David MD	Active	
Symons, David MD	Active	

Internal Medicine

Chaskes, Michael MD Follow	Courtesy,	Refer &
Ismail, Mahmoud MD	Associate	
Luksch, Lynnette PA-C Professional	Allied	Health

Supervising Physician: Dr. Jai Wadhwani

Mier Hicks, Angel MD Follow	Courtesy,	Refer &
Neha, Fnu MD	Active	
Patterson, Joel PA-C Professional	Allied	Health

Supervising Physician: Dr. Joseph Zizzi Jr.

Tauro, Colin MD	Active	
Vacanti, Victor MD	Active	
Vaqar, Sarosh MD	Active	

Wagner, Jenia MD	Courtesy, Refer &
Follow	
<u>Neurology</u>	
Glover, Robert L. MD	Active
Radovic, Vladan MD	Active
Wolfe, Gil MD	Courtesy, Refer &
Follow	
<u>Neurosurgery</u>	
Guterman, Lee MD	Active
<u>Obstetrics & Gynecology</u>	
Odunsi, Adekunle MD PhD	Courtesy, Refer &
Follow	
<u>Ophthalmology</u>	
Reynolds, James MD	Associate
Sieminski, Sandra MD	Active
<u>Oral & Maxillofacial Surgery</u>	
Donnarumma, Glen DDS	Associate
<u>Orthopaedic Surgery</u>	
Stegemann, Philip MD	Active
<u>Psychiatry & Behavioral Medicine</u>	
Mangold, Daniel MD	Courtesy, Refer &
Follow	
Pidor, Haidee MD*	Active
<i>*Based on the initial appointment date of June 2014, ECMC Medical-Dental Staff Bylaws require Board Certification by June 2018. The physician states intent to sit for the exam September 2018, which is outside of the 4 year window. It was recommended by the Credentials Committee that via an extraction to the consent calendar of the January 2018 MEC meeting, the Medical Executive Committee be asked by the department Chief of Service to grant this physician the one-time four year grace period defined in the bylaws to achieve Board Certification.</i>	
Pristach, Cynthia MD	Active
Russo, Colleen PNP	Allied Health
Professional	
<i>Supervising Physician: Dr. Michael Guppenberger</i>	
Zborowski, Michael PhD	Allied Health
Professional	
<u>Radiology</u>	
Khatod, Elaine MD	Active
<u>Rehabilitation Medicine</u>	
Jafari, Ali DC	Allied Health
Professional	
<u>Surgery</u>	
Bhangoo, Kulwant MD	Associate
Lukan, James MD	Active
Scovazzo, Christina PA-C	Allied Health
Professional	
<i>Supervising Physician: Dr. Joseph Caruana</i>	

Shisler, Tomi FNP
Professional

Allied

Health

Collaborating Physician: Dr. Sunil Patel

DUAL DEPARTMENT REAPPOINTMENT APPLICATIONS (0)

FOR OVERALL ACTION

PROVISIONAL APPOINTMENT REVIEW, recommended

The following members of the Provisional Staff from the previous year period are presented for movement to the Permanent Staff on the date indicated.

Provisional to Permanent Staff

Provisional Period Expires

1/31/18*

Neurosurgery

Kansal, Narendra MD

**To CC 12/2016; provisional period reflects BOD approval 01/2017*

Active

The future February 2018 Provisional to Permanent Staff list will be compiled for Chief of Service for review and endorsement

FOR OVERALL ACTION

AUTOMATIC CONCLUSION, Reappointment Expiration, FIRST NOTICE

Internal Medicine

Kreeger, Joy MD

Courtesy, Refer & Follow

AUTOMATIC CONCLUSION, Reappointment Expiration, SECOND NOTICE

Internal Medicine

Kotowski, Adam MD

Courtesy, Refer & Follow

AUTOMATIC CONCLUSION, Reappointment Expiration, FINAL NOTICE

Internal Medicine

Cunningham, Eugene MD

Active

FOR OVERALL ACTION

OLD BUSINESS

Privilege Forms

Internal Medicine – Cardiology Privilege Form

Insertion of Loop Recorder

At last meeting the Credentials Committee endorsed the addition of the Insertion of Loop Recorder privilege pending further discussion amongst Cardiology Division regarding the credentialing criteria. Per the Cardiology Division Chief, the criteria has been reduced to 3 supervised insertions from 5.

General Surgery

The Credentials Committee reviewed the draft credentialing criteria for the new privileges of Per- Oral Endoscopic

Myotomy (POEM) and the Endoscopic Mucosal and Submucosal Resection resulting from the discussion of the ad-hoc

committee charged to develop with the Chief of Surgery:

- 1) May include subspecialty training and education with an individual of recognized expertise in the area or completion of an accredited fellowship in the area, or related subspecialty board certification.
- 2) Mentoring with skilled expert (observe 3 cases performed by skilled expert)
- 3) Perform 3 Cases under observation of expert (via FPPE process)
- 4) Grant Independence based on feedback from expert (satisfaction of FPPE)

The Credentials Committee raised a number of questions, deferring the endorsement of the criteria until clarification is obtained with the Chief of Surgery.

The ad-hoc committee will continue to work with the Chiefs of Surgery and Internal Medicine to reconcile to the extent possible the credentialing criteria for other common GI procedures and corresponding Moderate Sedation privilege requirements.

TerraceView Psychiatry Practitioners

The Nursing Home Administration seeks guidance from the Credentials Committee regarding the level of involvement the remote physician will need to serve as collaborating for the psychiatric nurse practitioner that has been recruited.

Temporary Privileges

The temporary privileges tracker was reviewed for the committee, noting the privileges granted since the last meeting. The quality control checks confirmed that all were executed in full compliance with policy.

**FOR
OVERALL ACTION**

NEW BUSINESS

Committee (Re)Appointments for 2018

The committee was canvassed for interest in continuing to serve on the Credentials Committee. The list will be forwarded to the Medical-Dental Staff President for the January 2018 Medical Executive Committee meeting.

Gender Re-Assignment Privileges

A draft addition to the Plastic and Reconstructive Surgery privilege is scheduled to be reviewed with Chief of Plastic Surgery next week. Once verbiage and credentialing criteria are endorsed by the Chief of Service, the Credentials Committee will need to consider sister privileges for Urology and Surgery.

Leave of Absence

Documentation has been received from Dr. Kurt VonFricken with regard to military leave effective December 2017 through April 2018. The leave has been endorsed by the Chief of Service and approved by the Chief Medical Officer as defined in policy.

Suboxone Initiative – Emergency Department

The Committee was informed of a new patient care initiative developed in response to the opioid crisis. The Credentials Committee agreed that there is no need to create a separate delineated privilege based

on the scope of the service; ability to provide this service is controlled with the “X” designation on the provider’s DEA.

FOR INFORMATION

OPEN ISSUES

Board Certification

=Despite multiple contacts, the MDSO still awaits confirmation of the resignation of two Oral Maxillo-Facial Surgeons who have relayed that they will not be pursuing board certification. The Chief of Service will contact the providers in writing to assist in bring the issue to closure; remove from ongoing reporting to the Credentials Committee.

COI

The non-responsiveness of a physician to multiple requests for updated COI was presented. The Committee recommended that this be addressed as defined in the Medical-Dental Staff Bylaws.

Expireables

The MDSO continues to await direction from the CSO regarding the Mandated Reporter requirements from the Justice Center; requests made monthly to facilitate closure and compliance.

Onboarding Tool

No Update; the tool now can no longer be accessed from the Medical-Dental Staff Office page, limiting its use by those outside of the MDSO. The disruption this has caused to new provider on-boarding was discussed with the committee and administrative support again requested.

FOR

INFORMATION

OTHER BUSINESS

FPPE-OPPE Report (included in the consent calendar of the Medical-Executive Committee)

FPPE (Focused Professional Practice Evaluation)

No report

OPPE (Ongoing Professional Practice Evaluation)

November
Neurology
Rehab
Urology
ED
Dentistry
Family Med

Teleradiology
Psych
Total

INFORMATION

FOR

ADJOURNMENT

With no other business, a motion to adjourn was received and carried at 4:25 PM.

Respectfully submitted,



Yogesh Bakhai, MD
Chairman, Credentials Committee

CREDENTIALS COMMITTEE MEETING MINUTES

Committee Members Present:

Yogesh Bakhai, MD	Mark LiVecchi, MD, DMD, MBA
Robert Glover, Jr., MD	Brian Murray, MD, CMO (ex-officio)
Susan Ksiazek, RPh	Mandip Panesar, MD
Richard Hall, MD, DDS, PhD	Richard Skomra, CRNA

Medical-Dental Staff Office and Administrative Members Present:

Tara Boone, Medical-Dental Staff Services Coordinator; Judy Fenski, Kerry Lock, Credentialing Specialists

Guest:

Samuel Cloud, DO

Committee Members Excused:

Erik Jensen, MD	Jonathan Marshall, DO
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CALL TO ORDER

The meeting was called to order at 3:03 pm. The Credentials Committee met with an applicant to the ECMC Medical-Dental Staff. After a comprehensive review of the application, supporting documentation and applicant interview, the Credentials Committee recommended the utilization of temporary privileges.

**FOR
INFORMATION**

ADMINISTRATIVE

The Credentials Committee was made aware of recent resignations, application withdrawals, leave requests or conclusions and presents the following names to the Executive Committee for information.

- F. Deceased – none
- G. Applications Withdrawn –
Clark, Coleen NP, - Family Medicine/Chemical Dependency
- H. Application Processing Cessation – none
- I. Automatic Processing Conclusion – (inactive applications > 180 days from date of signature) –
Liberta, Joann NP – Psychiatry (Terrace View) 01/23/2018
Mendez, Espiridion PA-C – Internal Medicine (ICU) 01/20/2018
- J. Resignations
 - Family Medicine**
Shiel, Marcia FNP 12/17/2017
 - Internal Medicine**
Samuel, Sandeep MD 12/13/2017
 - Orthopaedic Surgery**
Peterson, Andrew PA-C 11/17/2017

**FOR
INFORMATION**

CHANGE IN STAFF CATEGORY

Internal Medicine

Kua, Alfredo MD
Stohrer, Hans MD

Associate to C, R & F
Active to C, R & F

Laboratory Medicine

Lehman, Leorosa, MD

Active to Emeritus

**FOR
OVERALL
ACTION**

DEPARTMENT CHANGE or ADDITION

None

FOR OVERALL ACTION

CHANGE OR ADDITION OF COLLABORATING/SUPERVISING ATTENDING

Thoracic/Cardiovascular Surgery

Zynda, Marcella ANP
from Mark Jajkowski, MD to Russell Carlson, MD

**FOR OVERALL
ACTION**

PRIVILEGE ADDITION/REVISION

Neurology

Paroski, Margaret MD
-Lumbar Puncture*

Active

**FPPE N/A; extension of existing privileges due to revision of privilege form*

Surgery/Bariatric Surgery

Wohaibi, Eyad MD

Active

Bariatric Surgery

-Consultation General Surgery

Surgery

- Laparoscopy
- Arterial Puncture
- Maintenance of Open Airway in Non-intubated, Unconscious Patient with Ventilation by a bag or mask
- Internal Jugular Puncture
- Groin hernias
 - Retroperitoneal tumors
 - Intraoperative Peritoneal Lavage – (Irrigation-Diagnosis)
 - Laparoscopic Inguinal Herniorrhaphy
 - Laparoscopic Assisted Sigmoid Colostomy
 - Percutaneous endoscopic gastrostomy (PEG)
 - Foreign body removal
 - Inguinal herniorrhaphy
 - Esophagoscopy
 - Esophageal dilatation
 - Skin lesion excision
 - Negative pressure therapy, including Wound Vac

**FOR OVERALL
ACTION**

PRIVILEGE WITHDRAWAL

None

UNACCREDITED FELLOWSHIPS

The Committee was updated that the practice plan employing the two unaccredited spine surgery fellows informed the

Medical-Dental Staff Office that Dr. Kim (currently at KH) will not be coming to ECMC and Dr. Kukreja will likely move from ECMC to KH in February. The policy regarding Unaccredited Fellowships was reviewed for the Committee, noting the reporting responsibilities to the Chief Medical Officer.

**FOR
INFORMATION**

APPOINTMENT APPLICATIONS, recommended– comments as indicated

INITIAL APPOINTMENTS (7)

Anesthesiology

Hayes, Dale CRNA
Professional

Allied

Health

Emergency Medicine

Murtha, Jennifer NP
Professional

Allied

Health

Collaborating Physician: Dr. K. Hlubik

Family Medicine

Walters, Julie PA-C
Professional

Allied

Health

Supervising Physician: Dr. M. Azadfard

Internal Medicine

Wilcox, Kimberlee NP
Professional

Allied

Health

Collaborating Physician: Dr. R. Glover, Jr.

Pathology

Hosking, Paul MD

Active

Radiology/Teleradiology

Curtis, Bernadette MD
Reiner, Bruce MD

Active

Active

DUAL DEPARTMENT APPOINTMENT INITIAL APPLICATIONS (0)

FOR

OVERALL ACTION

REAPPOINTMENT APPLICATIONS, recommended – comments as indicated

REAPPOINTMENT REVIEW (33)

Anesthesiology

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of Tuesday, January 30, 2018

DeNisco, Dawn CRNA Professional	Allied	Health
Schwanekamp, Karen CRNA Professional	Allied	Health
<u>Dentistry</u>		
Frustino, Jennifer DDS	Active	
<u>Emergency Medicine</u>		
Brown, Susan PA-C Professional	Allied	Health
<i>Supervising Physician: Dr. D. Hughes</i>		
<u>Family Medicine</u>		
Buslovich, Steven MD	Active	
Jones, Glenda FNP Professional	Allied	Health
<i>Collaborating Physician: Dr. S. Evans</i>		
Seib, Beverly ANP Professional	Allied	Health
<i>Collaborating Physician: Dr. S. Evans</i>		
Wayne, Faith ANP Professional	Allied	Health
<i>Collaborating Physician: Dr. S. Evans</i>		
<u>Internal Medicine</u>		
Beintrexler, Heidi MD	Active	
Chana, Barinder MD Follow	Courtesy, Refer &	
Dahal, Suraj MD Follow	Courtesy, Refer &	
Kua, Alfredo MD Follow	Courtesy, Refer &	
Min, Inkee MD	Active	
Reed, Pamela MD Follow	Courtesy, Refer &	
Sadiq, Rafit MD	Active	
<u>Neurology</u>		
Baig, Mirza DO	Active	
Ferguson, Richard MD	Active	
Paroski, Margaret MD	Active	
<u>Obstetrics & Gynecology</u>		
Jacobsen, Lisa MD	Active	
Malik, Shaveta MD	Active	
<u>Ophthalmology</u>		
Everett, Sandra MD	Active	
<u>Orthopaedic Surgery</u>		
Grant, Michael MD Follow	Courtesy, Refer &	
Duquin, Thomas MD	Active	
Violante, Nicholas DO	Active	

Wind, William MD	Active	
<u>Psychiatry & Behavioral Medicine</u>		
Arana, Belito MD	Active	
Leidenfrost, Corey, PhD	Allied	Health
Professional		
Marshall, Dori MD	Active	
<u>Radiology</u>		
Shields, Gregory MD	Active	
<u>Radiology/Teleradiology</u>		
Giovannetti, Mark MD	Active	
<u>Rehabilitation Medicine</u>		
Grande, Stephen DC	Allied	Health
Professional		
Welch, Mary MD	Active	
<u>Surgery</u>		
Wohaibi, Eyad MD	Active	

DUAL DEPARTMENT REAPPOINTMENT APPLICATIONS (1)

Family Medicine

Venuto, Lisa PA-C	Allied	Health
Professional		

Supervising Physician: Dr. M. Azadfard

Internal Medicine

Venuto, Lisa PA-C	Allied	Health
Professional		

Supervising Physician: Dr. J. Farry

FOR OVERALL ACTION

PROVISIONAL APPOINTMENT REVIEW, recommended

The following members of the Provisional Staff from the previous year period are presented for movement to the Permanent Staff on the date indicated.

Provisional to Permanent Staff	Provisional	Period	Expires
01/31/2017			
<u>Emergency Medicine</u>			
Zent, Christopher, FNP	Allied Health Professional		
<i>Collaborating Physician: Dr. M. Manka</i>			
<u>Internal Medicine</u>			
Ahmed, Awais, MD	Active		
Anand, Dimple, FNP	Allied Health Professional		
<i>Collaborating Physician: Dr. J. Fudyma</i>			
Kim, Youn Jea (Ashley), ARNP	Allied Health Professional		
<i>Collaborating Physician: Dr. R. Sadiq</i>			
<u>Internal Medicine – Hospitalist</u>			
Adham, Hanaw, MD	Active		
Wehling, Loren, ANP	Allied	Health	
Professional			
<i>Collaborating Physician: Dr. A. Tadakamalla</i>			

Neurology

Buttaccio, Rebecca, PA-C
Professional

Allied

Health

Collaborating Physician: Dr. R. Ferguson

Rehabilitation Medicine

Miller, David, DC
Professional

Allied

Health

Thoracic/Cardiovascular Surgery

Drullard, Ian, PA-C
Professional

Allied

Health

Supervising Physician: Dr. M.H. Ashraf

Hennon, Mark, MD

Active

The future March 2018 Provisional to Permanent Staff list will be compiled for Chief of Service for review and endorsement.

FOR OVERALL ACTION

AUTOMATIC CONCLUSION, Reappointment Expiration, FIRST NOTICE
Internal Medicine

Brown, Mary Ellen FNP
Professional

Allied

Health

Collaborating Physician: Dr. R. Sadiq

Ophthalmology

Pfohl, George MD
Follow

Courtesy, Refer &

Psychiatry & Behavioral Medicine

Tan, Alfonso MD
Follow

Courtesy Refer and

AUTOMATIC CONCLUSION, Reappointment Expiration, SECOND NOTICE
Internal Medicine

Kreeger, Joy MD
Follow

Courtesy, Refer &

AUTOMATIC CONCLUSION, Reappointment Expiration, FINAL NOTICE

Kotowski, Adam MD
Follow

Courtesy, Refer &

FOR OVERALL ACTION

OLD BUSINESS
MICU training program for AHPs

The training manual provided by the new practice plan was circulated for Committee review; the previously requested competency assessment documentation tool is forthcoming.

TerraceView Psychiatry Practitioner

Erie County Medical Center Corporation
Minutes of Board of Directors Regular Meeting
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The inability of the practice plan to identify a collaborating physician for the psychiatric nurse practitioner applicant has resulted in her application exceeding 180 days from initial signature and as required, automatic conclusion of the application.

TerraceView

The Medical-Dental Staff Office again reviewed the need for the Administrator or designee to confirm applications and start dates received from the contracted practice plan and asked for the support of the Credentials Committee that the previously agreed to plan be adhered to.

Thoracic/Cardiovascular Surgery Service

The Credentials Committee was informed that the Chief of Surgery has agreed to sign off on applicants from this department until a new Chief of Service is identified. On-call and clinic coverage will necessitate temporary privileges, but the applications have not yet been returned. In addition, the DEA certificates for the contracted service are site restricted. Both matters were referred to the Chief Medical Officer to address through the contracting process.

Privilege Forms

Plastic and Reconstructive Surgery

LEVEL 3 PROCEDURAL PRIVILEGES	Physician Request	Recommend		Special Requirements
		YES	NO	
Reconstruction of congenital and acquired defects of the genitalia; Plastic procedures of external and internal male and female genitalia (including vaginal reconstruction, repair of penis deformities, microvascular flaps and grafts/free tissue transfer, gender reassignment)				AT <u>INITIAL</u> REQUEST: A minimum of 5 procedures defined in this Level 3 category over the past two years. Case logs or attestation letter acceptable at the discretion of the Chief of Service.

PLASTIC SURGERY Physician Request for Level 3 Privileges:

- Training:** **Minimum requirement** is the completion of an accredited residency program in Plastic Surgery or equivalent **advanced** training and expertise as determined by the department Chief of Service.
- Experience:** Care of a **minimum** of 5 patients, each with at least one of the procedures contained above over the past two years. **Documentation must be attached for INITIAL privileging.**
- Competence:** **Initial appointment:** Three letters of reference from physicians acquainted with the applicant's clinical and professional status and skills in the area of surgical expertise.
Reappointment: Clinical evaluation documenting competence by the Chief of Service or designee to fulfill Ongoing Professional Practice Evaluation (OPPE).

Sources used: Plastic Surgery White Paper, Methodist System privilege form. Per COS, sister privileges in Urology and Surgery are not needed at this time, as their only surgical activity at present is the insertion of SP tubes.

The Credentials Committee endorsed the proposed addition to the Plastic and Reconstructive Surgery privilege form.

Department of Surgery - clarification of credentialing criteria as recommended by the ad-hoc committee

Per- Oral Endoscopic Myotomy (POEM) and the Endoscopic Mucosal and Submucosal Resection

- 1) Subspecialty training and education with an individual of recognized expertise in the area as determined by the Chief of Service and Credentials Committee, or completion of an accredited fellowship in the area, or related subspecialty board certification
- 2) Review of a sufficient number of cases as determined by the Chief of Service in accordance with FPPE

OR

- 3) Mentoring with skilled expert (observe 3 cases performed by skilled expert)
- 4) Perform 3 Cases under observation of expert (via FPPE process)
- 5) Independence granted based on feedback from expert and Chief of Service (satisfaction of FPPE)

The Credentials Committee endorsed the credentialing criteria as proposed. Update and revision of the Surgery Privilege Form, including the alignment of Moderate Sedation with other departmental forms remains in process.

Committee (Re)Appointments for 2018

The committee was informed of the committee composition forwarded to the Medical-Dental Staff President for the January 2018 Medical Executive Committee meeting:

Chair: Yogesh Bakhai, MD

Members: Samuel Cloud, DO

Robert Glover Jr., MD

Richard Hall, MD, DDS, PhD

Mark Livecchi, DMD, MD, MBA

Mandip Panesar, MD

Richard Skomra, CRNA

Brian M. Murray, MD CMO Ex-Officio

Temporary Privileges

The temporary privileges tracker was reviewed for the committee, noting the privileges granted since the last meeting. The quality control checks confirmed that all were executed in full compliance with policy.

**FOR
OVERALL ACTION**

NEW BUSINESS

Blood Bank

The Committee was informed of the credentialing and privileging in response to the retirement of the Medical Director of the Blood Bank.

FOR INFORMATION

OPEN ISSUES

COI

The non-responsiveness of a physician to multiple requests for updated COI was addressed after receiving a letter from the medical leadership; close from reporting.

Automatic Conclusion in Good Standing

The Medical-Dental Staff Office reviewed the extent of the communication made to the provider, which was substantiated by a call made during the meeting; close from reporting.

Expireables

=The MDSO continues to await direction from the CSO regarding the Mandated Reporter requirements from the Justice Center; requests made monthly to facilitate closure and compliance.

=The issue of a PPD outstanding since April 2017 will be referred by the Chief of Service to the practice plan for action.

Onboarding Tool

No Update; the tool now can no longer be accessed from the Medical-Dental Staff Office page, limiting its use by those outside of the MDSO. The disruption this has caused to new provider on-boarding was discussed with the committee and administrative support again requested.

FOR

INFORMATION

OTHER BUSINESS

FPPE-OPPE Report (included in the consent calendar of the Medical-Executive Committee)

FPPE (Focused Professional Practice Evaluation)

No report

OPPE (Ongoing Professional Practice Evaluation)

December
Neurosurgery
Psychiatry
Orthopaedics
Internal Medicine
Family Medicine
Surgery
Dentistry
Pathology
Anesthesiology
Total

FOR INFORMATION

ADJOURNMENT

With no other business, a motion to adjourn was received and carried at 4:29 PM.

Respectfully submitted,

A handwritten signature in dark red ink, reading "Yogesh Bakhai". The signature is written in a cursive, flowing style.

Yogesh Bakhai, MD
Chairman, Credentials Committee