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**1199 SEIU United Healthcare Workers East and
Mount St. Mary's Hospital/Lockport Memorial Hospital
2026 Contract Negotiations**

Union Counter Proposal
February 5, 2026

**S&M
LETTER OF AGREEMENT 1
MAINTENANCE/ENGINEER PERSONNEL**

This Letter of Agreement is made by and between ~~MOUNT ST. MARY'S HOSPITAL OF NIAGARA FALLS, NEW YORK~~ ("Hospital") and ~~1199SEIU UNITED HEALTHCARE WORKERS EAST~~ ("Union") (the Hospital and the Union collectively referred to herein as the "Parties") on this 13th day of September, 2010.

This Letter of Agreement is made by and between the Parties based on changes to all engineer positions covered in the current coordinated collective bargaining agreement and future engineer positions.

This Letter of Agreement was originally dated September 13, 2010 and replaced in its entirety the Letter of Agreement dated October 22, 2009 entitled "Maintenance Personnel" on page 78 of the current coordinated collective bargaining agreement contained in the section labeled "Service & Maintenance Individual Bargaining Unit Agreement."

Both Parties met numerous times with several engineers in the Maintenance Department. Due to a difference of opinion and lack of clarity in the interpretation, a Letter of Agreement dated October 22, 1999 as it pertained to the engineers, all job postings were pulled. It was mutually agreed by the Parties that rotating weekends is applicable to all engineer positions, including, but not limited to, the Senior Maintenance Engineer.

Both Parties mutually agree that there is an inequitable distribution of weekend rotation with the lowest senior engineer(s) working most, if not, every weekend.

The Hospital makes every effort to schedule the engineers for every other weekend, unless there is a full week of PTO by an engineer in which case all engineers will rotate weekends equitably thus working more than every other weekend on an as needed basis. The Hospital shall ask for volunteers and if there are no such volunteers, then the additional weekend shift shall be assigned to the employee with the least Hospital seniority on a rotating basis. Individual PTO days will not be approved for weekend shifts
(Exclusions: refer S&M Article 4, PTO)

1. Maintenance Personnel (Excluding Engineers) will work the following schedule:

- 7:00 A.M. – 3:30 P.M. shift – Monday – Friday
- 2:30 P.M. – 11:00 P.M. shift – Monday – Friday

Each person will be required, if determined necessary by the Department Head, to work one (1) week of 2:30 P.M. – 11:00 P.M. shift in a five (5)-week period.

The Hospital will make every effort to assign personnel to their area of work "specialty," but it

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should be noted that this cannot always be done, and all employees will be assigned and expected to perform other duties.

Evening Shifts (2:30 P.M. – 11:00 P.M.). Personnel will be expected to concentrate on work orders and preventive maintenance (PM) work.

Overtime (if needed). In the event the individual on duty cannot repair/solve a problem, he should notify his supervisor. The supervisor will determine: (a) if overtime is needed; (b) whose "specialty" is required to correct the problem; and (c) determine the notification process.

2. Engineers. All Engineers will be expected to replace other Engineers for vacations, holidays, short-term (as provided below) and/or long-term illnesses, etc. without overtime. The Engineer of the shift will concentrate on boiler room duties first, but be expected to perform all other maintenance-type work as qualified and handle floor calls.

There will be a minimum of an eight (8) hour lapse between shifts for all Engineer positions, unless by mutual agreement. This supersedes the Hours of Work Article in the Coordinated Agreement which states a ten (10) hour lapse between shifts.

~~Overtime (if needed). When another Engineer calls in ill for the next shift, the Engineer on duty will be responsible for working that shift. He can, however, call in a replacement Engineer by using an overtime list and calling the employee with the least amount of overtime first. Any employee who refuses overtime shall be credited with overtime as though it had been worked. They will be expected to handle their overtime list. Overtime rate will be applied if total hours for the week are in excess of forty (40) hours per week or in excess of eight (8) hours in a workday.~~

3. ~~Snow Plowing. A separate overtime list will be kept for those employees (both Maintenance and Engineers) who are interested in snow plowing.~~

All other Articles of the Coordinated Agreement would apply unless specifically excluded or modified in a subsequent letter of agreement.

~~Kindly acknowledge your understanding and acceptance of the contents of this Letter of Agreement by signing your name and date below.~~

MOUNT ST. MARY'S HOSPITAL

1199 SEIU UNITED HEALTHCARE WORKERS EAST

Diane M. Pietraszewski
Vice President HR Services & Legal Counsel
~~System Director, Labor Relations & HR Legal~~

Michele Jerge-Catherine Mahar
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