

2:16 pm

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

**P&T (NURSE)  
ARTICLE 1  
RECOGNITION**

1. The Hospital recognizes the Union as the exclusive bargaining representative relative to the rates of pay, wages, hours of employment and other conditions of employment for all employees of the Hospital in the contract unit.
2. The employees in the contract unit covered by this Agreement shall be full-time, part-time and per diem professional Staff Nurses and Licensed Practical Nurses in the Patient Care Services Division and Clearview Treatment Services, Perioperative Staff Nurses, Surgical Technicians and RN First Assistants, Neighborhood Health Center RN, Neighborhood Health Center LPN, Sr. RN Case Manager; RN Case Manager; Diagnostic Imaging Interventional Nurse; Sr. Diagnostic Imaging Interventional Nurse; Sr. Registered Professional Nurse-CardioPulmonary Services; Registered Professional Nurse-CardioPulmonary Services, Dialysis RN, Infusion RN and LPN-OB/GYN, Graduate Nurse Residency, Registered Nurse Residency employed by Mount St. Mary's Hospital at 5300 Military Road, Lewiston, New York. Excluded are all Supervisory Nurses, In-Service Education Nurses, Employee Health Nurses, Secretarial and Clerical employees employed by Mount St. Mary's Hospital at 5300 Military Road, Lewiston, New York, the above address.
3. The employees in the contract unit covered by this Agreement shall be full-time, part-time, and per diem in the following job classifications: Registered Nurse Cardiology, Registered Nurse ED/IP, Registered Nurse Emergency Department Residency, Registered Nurse Utilization Review, Registered Nurse Care Manager Transition of Care and Graduate Nurse Residency employed by Lockport Memorial Hospital at 6001 Shimer Drive, Lockport, NY 14094. Excluded are all Supervisory Nurses, In-Service Education Nurses, Employee Health Nurses, Secretarial and Clerical employees employed by Lockport Memorial Hospital.

a. Notwithstanding the exclusion in paragraph 3 above, the Parties agree that if Lockport Memorial Hospital adds any job title listed in paragraph 2 above, that position will also be recognized under paragraph 3 above.

3. A full-time employee is one who is regularly scheduled to work at least thirty-seven and one-half (37½) hours per payroll week.
4. A part-time employee is one who is regularly scheduled to work at least seven and one-half (7½) hours but less than thirty-seven and one-half (37½) hours per payroll week.

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5. A. A Per Diem employee is defined as one who may be scheduled, but who only works on an "as needed basis" subject to fulfilling the obligations in other Articles of this contract. The Per Diem employees are utilized to accommodate the need for temporary coverage and are not used to fill permanent vacancies. Per Diem employees will be non-benefited, unless required by law. Per Diem employees will be limited to twenty-five (25%) of the total number of bargaining employees in this bargaining unit. All attempts to fill nursing vacancies must be made among the full-time and part-time employees before Per Diem personnel will be used as long as it does not involve overtime. A list of available part-time employees willing to work extra time, holidays and weekends will be kept in the Patient Care Services Office and will be utilized before any Per Diem personnel is called. It is the responsibility of the employee to update their availability status by notifying Patient Care Services. ~~In addition, it is the responsibility of the Per Diem employee in the Perioperative Services Division to update their availability status by notifying the Director.~~

B. Department Heads that are not part of ~~the~~ Patient Care Services ~~and/or Perioperative Services Divisions~~ will maintain a list of available part-time employees willing to work extra time, holidays and weekends which will be kept in each department and will be utilized before any per diem personnel are called in as long as it does not involve overtime or premium pay. It is the responsibility of the employee to update their availability status by notifying their department management.

1. For the non-Patient Care Services ~~and non-Perioperative Services Departments~~, it is understood that any reference in the collective bargaining unit contract to floor, unit or clinical unit is interpreted to mean Department.

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