

**KALEIDA HEALTH  
1199/SEIU UNITED HEALTHCARE WORKERS EAST  
COMMUNICATIONS WORKERS OF AMERICA**

**2022 CONTRACT NEGOTIATIONS**

**Union Proposal**

**Date Presented: March 16, 2022**

**Memorandum of Understanding # 42**

**Service Employees International Union – 1199 SEIU Labor Management Initiatives**

This Memorandum of Understanding is entered into by and between Kaleida Health, hereinafter referred to as the Employer; and Service Employees International Union (SEIU) Local 1199, hereinafter referred to as Union.

*WHEREAS, during recent bargaining for a successor Master Collective Bargaining Agreement recent successes in joint Labor / Management projects undertaken at ~~Woman's and Children's Hospital of Buffalo~~ John R. Oishei Children's Hospital were acknowledged both parties and are recognized to represent a substantial benefit to the quality outcomes of our patients, the employee of Kaleida Health represented by SEIU 1199 and the community of Buffalo New York; and*

**WHEREAS**, this recognition was memorialized in a letter dated June 17, 2016 expressing the parties' joint commitment to such Labor / Management projects in the future and the establishment of an Upstate New York version of the existing Labor / Management Project Fund that currently operates in other locations represented by SEIU local 1199; and

**WHEREAS**, the parties agreed that following the legal establishment of the Upstate Regional Labor Management Project Fund in accordance with the provisions of the Taft Hartley act, Kaleida Health would become the first and founding contributing employer to this newly created joint fund committed to promoting joint Labor / Management projects in the Upstate New York area; and

**WHEREAS**, the executive committee of the board of directors of the 1199 Labor Management Initiatives, Inc. (LMI) adopted a resolution establishing the Upstate Labor Management Program on September 29, 2016; and

**WHEREAS**, for the purposes responding to the day to day needs of the Projects the parties agree that an SEIU designated LMI Representatives (Kaleida employees) shall receive eight hundred and thirty-two (832) hours per year as an Employer paid excused absence for activities related to these positions. The LMI Representatives shall participate in any site committee and /or activities as deemed necessary at all the sites.

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**WHEREAS**, for the purposes of administrating the operations. Kaleida Health Agrees to supply office space to help facilitate the actions of the LMI Team.

**Now, THEREFORE,**

Effective March 1, 2017 Kaleida Health agrees to become a contributing employer to the 1199/SEIU Labor Management Initiatives, Inc., a Taft-Hartley Labor Management Cooperation Act organization and non-profit corporation. The employer shall contribute an amount equal to 1/4 % of gross payroll (as defined in section 8 below) of the employees for the preceding month exclusive of amounts earned by the employees during the first 2 months following the beginning of their employment. Payments will be made to 1199 SEIU Labor Management Initiatives, Inc. and remitted by the 30<sup>th</sup> of every month, commencing in March 2017 to Upstate Region 1199SEIU Labor Management Initiatives, Inc., National Benefit Fund-Finance Department, ~~330 West 4<sup>th</sup> Street, 28<sup>th</sup> Floor, New York, New York 10036.~~ **498 7th Avenue, New York, NY, 10036.**

1. Contributions received by the LMI Directors shall be deposited into a separate account, identified as Upstate Region - Labor Management Initiatives (ULMI). These funds shall be used to provide staff and services to work with labor and management together to resolve matters of mutual interest and concern including but not be limited to: facilitation of joint labor management committees and process improvement initiatives, learning forums, training, coaching, measurement and evaluation to improve the "triple aim".
2. The Employer agrees to be bound by the LMI By-Laws.
3. Each of the Union and the contributing Upstate Employers jointly shall be entitled to one representative on the LMI Board of Directors.
4. The annual budget of the ULMI, excluding administrative and staff cost, shall be determined by an LMI committee composed of two (2) Union and two (2) Management Directors, inclusive of one (1) Union and one (1) Management Director from the Upstate Region.
5. It is agreed and understood that the yearly expenditure for ULMI services, including administrative and staff costs, shall not exceed the total contributions on behalf of the employees of ULMI contributing Employers.
6. The Employer shall submit monthly gross payroll reports to the Upstate Region – 1199SEIU Labor Management Initiatives, Inc., 1199SEIU Fund Employer Services Unit, National Benefit Fund-Finance Department, ~~330 West 42<sup>rd</sup> Street, 27<sup>th</sup> Floor, New York, New York, 10036.~~ **498 7th Avenue, New York, NY, 10036.**

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7. Such reports shall be submitted by the Employer on or before the seventh day of each month.
8. Reports shall be submitted electronically according the Fund's systemic requirements and shall include the following data: name, address, social security number, date of birth; hire date, termination date, gross wages, regular wages, regular hours paid, overtime wages paid, overtime hours paid, full time or part time indicator, qualifying event code and date (for example disability, FMLA, worker's compensation)
9. If a payment or payments are not made, the Employer shall from and after the due date thereof, and until full payment of arrears is made, pay interest on such arrears at the rate of one and one-half percent per month or the maximum permitted by law, whichever is less.
10. Reports shall be submitted electronically according the Fund's systemic requirements and shall include the following data: name, address, social security number, date of birth; hire date, termination date, gross wages, regular wages, regular hours paid, overtime wages paid, overtime hours paid, full time or part time indicator, qualifying event code and date (for example disability, FMLA, worker's compensation)
11. If a payment or payments are not made, the Employer shall from and after the due date thereof, and until full payment of arrears is made, pay interest on such arrears at the rate of one and one-half percent per month or the maximum permitted by law, whichever is less.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 3<sup>rd</sup> day of March, 2017.

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