

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

**2022 CONTRACT NEGOTIATIONS**

**Union Proposal**

**Date Presented: June 21, 2022**

**Employer Counterproposal**

**Date Presented: July 20, 2022**

**NEW Memorandum of Understanding # \_\_\_\_\_  
Flint Road Courier Service/ Cost Center 20749**

Section 1. The above referenced cost center provides laboratory courier services to medical facilities throughout Western New York.

Section 2. Kaleida Health Laboratory Services recognizes that there is value in the continuity of assignments/routes as it relates to customer service and employee satisfaction. In order to provide quality services and enhance employee engagement, we are identifying the following procedures to allow employees within the above cost center the ability to change assignments/routes when assignments/routes become available or assignments/routes are affected. The assignments to routes are considered permanent unless hours of operation change or routes are deleted.

Section 3. This Memorandum of Understanding will apply only to the employees within the Flint Road Courier Department Cost Center 20749 who are in the Millard Fillmore Suburban TCC bargaining unit. Process for awarding an existing or new vacant assignment/route(s):

- a.) Vacant assignment/routes inclusive of the category, FTE, shift, starting and ending times of the shifts and responsible manager will be posted in the Flint Road Courier Department. ~~The posting will also be emailed to all employees within this cost center.~~ Simultaneously, a requisition for this vacant position may be posted per the Master Agreement, Article 53, Job Bidding and Transfers.
- b.) Management will then contact the employees, within this cost center (Millard Fillmore Suburban TCC bargaining unit), by seniority and category of the vacant assignment/route. It is understood that the assignment/route will be offered in seniority order specific to day shift or evening shift only.
- c.) The most senior qualified employee who accepts the vacant assignment/route will transfer within the agreed upon timeframes.
- d.) If no employee from within the department/cost center and bargaining unit accepts the vacant assignment/route, the position will continue through the posting process as per Master Agreement, Article 53, Job Bidding and Transfers.

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Section 4. Process for reductions of FTE's, elimination of positions, or route deletions:

- a.) Present reduction to Job Security as per Article 74, Job Security Committee;
- b.) ~~Notwithstanding the contractual process contained in the Master Agreement, The~~ following process shall be followed for reduction of the identified displaced/affected employee(s)\*:

- (1.) will be offered options to a vacant assignment/route, in seniority order, first by their typical assignment/route by job title, category and shift; and then by dropping category;
- (2.) if there is no vacant assignment/route within their typical assignment/route, they may assume the assignment/route of the least senior Courier, same category within their typical assignment/route; and then by dropping category;
- (3.) if there is no one less senior, offer vacant assignment/routes, in seniority order, by job title, category and shift within another type of assignment/route; and then by dropping category;
- (4.) any employees affected who do not obtain an assignment/route through the above departmental process will follow the process as outlined within the Master Agreement, Article 51, Lay off and Recall.

\* If there is a reduction in hours of a route/assignment, the employee, by seniority assigned to that route/assignment, will be offered to voluntarily reduce their hours or be placed in a new assignment as per I.) through IV.) above.

**Section 5. Nothing in this MOU shall prevent management from changing routes on an as needed temporary basis to meet the needs of the business.**

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