

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

**2022 CONTRACT NEGOTIATIONS**

**Union Proposal  
Date Presented: March 24, 2022**

**Article 50**

**Seniority**

Section 1. The term "corporate seniority" shall mean the length of unbroken service of an employee covered by this Agreement beginning with their most recent date of hire by the Employer in any job classification whether or not it is or was in a covered bargaining unit.

Section 2. In addition to corporate seniority, the following employees shall also carry "master agreement seniority" which shall mean the length of unbroken service beginning with their most recent date of transfer into a covered bargaining unit as specified in a.) through e.) below.

- a.) an employee who holds a management position and who enters a covered bargaining unit;
- b.) an employee from a union bargaining unit not covered by the Master Agreement who enters a covered bargaining unit;
- c.) an employee from a non-union position who enters a covered bargaining unit;
- d.) ~~an employee from the IUOE/DeGraff maintenance bargaining unit who moves to another covered bargaining unit for reasons other than a Kaleida Action;~~
- e.) ~~any employee, whether or not from a covered bargaining unit, who moves to the IUOE/DeGraff maintenance unit for reasons other than a Kaleida Action.~~

Regardless of whether the term corporate seniority or seniority is used in this Agreement, employees with both corporate seniority and master agreement seniority shall use their corporate seniority to determine PTO accrual, pay steps and pay scales where length of service is a factor and master agreement seniority when competing with other employees (e.g., layoffs, recall, job bidding, time off requests, etc.).

Section 3. Both corporate and master agreement seniority shall be lost and an employee shall be terminated when he/she:

- a.) resigns or quits;

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- b.) is discharged for cause;
- c.) retires, with or without qualifying for benefits under the Employer's retirement plan or Social Security;
- d.) refuses to recall from layoff or fails to report from a recall within fourteen (14) calendar days;
- e.) fails to report to work on the date agreed upon for return from a leave of absence;
- f.) is absent for three (3) consecutive regularly scheduled shifts without notification to the Employer unless the employee can prove complete inability to notify the Employer;
- g.) is laid off for a period equal to their length of service, or a maximum of five (5) years;
- h.) is absent due to illness or injury for more than fifty-two (52) consecutive weeks or is absent due to Employer connected illness or injury covered by workers' compensation for more than seventy-eight (78) consecutive weeks. The Employer will provide an employee on workers' compensation or disability, four (4) weeks' written notice by certified mail to the employee's last address of record, that the above periods are due to expire.

Section 4. The Employer shall maintain, at each site that has a Human Resources office, an updated seniority list, which shall be available for inspection by members of the bargaining unit.

Section 5. An employee with at least twelve (12) months of corporate seniority who terminates his or her employment for reasons other than those constituting just cause and is rehired within one (1) year from the date of termination of service shall, after completing twelve (12) months of service, receive his or her original seniority date(s), adjusted for the period of separation; provided that the employee was covered under this Master Agreement prior to termination. An employee who was not covered under this Master Agreement at the time of termination but who had a least twelve (12) months of corporate seniority and who is rehired into a position within this master bargaining unit will be eligible to receive his or her original corporate seniority date as described above but their "master agreement seniority" date will be effective the date that they are re-hired and will not change. Effective for those who return to employment on June 1, 2019 and after, the health and welfare plans and premiums offered to such employees upon receiving their original seniority date adjusted back, will mirror the plan eligibility the employee had at the time they left, subject to Article 33, MOU 3 and provisions of the applicable retirement plan documents.

Section 6. In any instance where seniority is used in this Agreement and two (2) or more employees share the same date the following procedure will be followed:

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a.) The last four (4) digits of each employee's Social Security number will be considered as a whole number; the lowest number is the most senior. For example; Employee A – SSN = 711-04-1501, Employee B – SSN = 325-67-2738 Employee A is senior.

b.) In the event that the last four (4) digits are equal; add all nine (9) of the number in the SSN and the total lowest number will be most senior.

For Example:

Employee A – SSN = 711-04-1501

Employee B – SSN = 325-67-1501

Then:

Employee A –  $7+1+1+0+4+1+5+0+1=20$

Employee B –  $3+2+5+6+7+1+5+0+1=30$

Employee A is senior.

Section 7. When an employee covered by this Agreement leaves a covered bargaining unit and takes a non-master union position at Kaleida Health, non-management, non-union position and returns to a bargaining unit position within one (1) year from the date he/she left, shall after completing twelve (12) months of service, receive his or her original seniority date. Effective for those who return to a master bargaining position on June 1, 2019 and after, the health and welfare plans and premiums offered to such employees upon receiving their original master bargaining seniority date adjusted back, will mirror the plan eligibility the employee had at the time they left, subject to Article 33, MOU 3 and provisions of the applicable retirement plan documents.

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