

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

2022 CONTRACT NEGOTIATIONS

Union Proposal

Date Presented: March 16, 2022

Article 6

Union Representation

Section 1. The Union may select from employees in the bargaining unit, union stewards/delegates in any number it desires for the purpose of handling grievances or other legitimate Union business. It is the goal of the Union to have union stewards/delegates on all shifts and at all locations. Paid time off as provided for in Section 3. of this Article shall be provided to Union designated chief stewards, stewards, delegates and unit officers.

If a steward/delegate is not available for Union business, an officer or executive board member may identify themselves to the supervisor as the person who will be acting on behalf of the steward/delegate for the period of the absence of such steward/delegate. In this instance officers and executive board members may continue to use up to seven and one-half (7 ½) hours pre-scheduled in the union office as union representation time defined in Section 3. a.) below. In addition, officers and executive board members may utilize up to an additional two and one-half (2 ½) hours of paid union representation time in the absence of a steward/delegate, that is not pre-scheduled.

Section 2. The Union shall furnish the Employer a listing of designated chief stewards, stewards, delegates and unit officers. Wherever there is a change in stewards/delegates, the Union shall give written notice to the Employer (Site Human Resource Department and Corporate Labor Department) and such list of change notice shall be authorized and executed by the Secretary-Treasurer of the Local Union, the Union's Local President, or such other Union official designated by the Union.

Section 3.

- a.) For CWA: Chief stewards and stewards/delegates shall restrict their activities to the handling of grievances or other legitimate Union business. Stewards/delegates shall not be permitted more than seven and one-half (7.5) hours per pay period of paid time off to conduct union business. Chief stewards shall not be permitted more than sixteen (16) hours per pay period of paid time off to conduct union business. In no event shall the sum of the total paid time off spent by all stewards/delegates, and chief stewards, exceed more than four (4) hours for every twenty (20) bargaining unit employees under this Agreement per pay period.

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~~b.) For IUOE: Chief stewards and stewards/delegates shall restrict their activities to the handling of grievances or other legitimate union business. The chief steward and a steward/delegate shall not be permitted more than a total of ten (10) hours, for both the chief steward and the steward/delegate, of paid time off per pay period.~~

e.)b.) For SEIU: Chief stewards, delegates and unit officers shall restrict their activities to the handling of grievances or other legitimate Union business. Delegates shall not be permitted more than seven and one-half (7.5) to eight (8) hours of paid time off per pay period and chief stewards and unit officers sixteen (16) hours per pay period to conduct union business. In no event shall the sum of the total paid time off spent by all stewards/delegates and chief stewards or unit officers, exceed more than four (4) hours for every twenty (20) bargaining unit employees under this Agreement per pay period.

Section 4. The Employer shall not be obligated to pay stewards/delegates for time spent in grievance handling or grievance meetings beyond the end of their regular shift nor when they are not scheduled to work, unless the Employer schedules meetings for such times. If so scheduled, payment shall be provided for as per Article 23, Salaries.

Section 5. Stewards/delegates, including chief stewards, officers and executive board members, shall be required to obtain approval from their immediate supervisor to leave their work stations or to take time to investigate and adjust grievances. Where practical, such approval, subject to limitations set forth in Section 3., shall be granted without unreasonable delay. It shall be understood that these employees shall report back to their work stations promptly after the completion of Union business.

Section 6. It is understood that union representation time may be pre-scheduled to work in the Union Office, or at the site. No more than seven and one-half (7 ½) hours (eight [8] hours for those employees with a forty (40) hour work week) per week may be prescheduled for use in the union office. Such requests shall be submitted in advance of the scheduled time block with other time requests. Stewards/delegates, including the chief stewards, executive board members and unit officers who acted as a steward/delegate under Section 1. above, shall record time used for union business on the appropriate timekeeping system each week. The Union shall submit to Human Resources and to each employee's timekeeper verification of time spent in the union office, whether paid or unpaid. Verification must include dates and times, and must be submitted prior to each payroll Monday, or the employees' time will not be recorded in the payroll system.

Section 7. In the interest of the efficient and orderly conduct of business and the economical use of time, the following activities shall not be conducted on Employer paid time by any bargaining unit employee:

- a.) activities connected with organizing efforts and the internal management of the Union;

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- b.) solicitation of membership;
- c.) circulation of authorization cards or petitions;
- d.) collection of dues or other assessments;
- e.) solicitation of signatures on dues withholding authorization forms or forms revoking dues withholding authorizations;
- f.) campaigning for Union office;
- g.) distribution of literature.

Section 8. It is agreed that the collection of dues and soliciting of membership shall be allowed on Employer premises, but not on Employer paid time. However, it is to be clearly understood that if any of the above listed activities cause a disturbance or the disruption of the orderly conduct of business, such privileges may be revoked immediately.

Section 9. When an employee covered by this Agreement is interviewed by a representative of the Employer, and the result of such interview could be discipline, or a counseling is to occur, the employee will be so informed and will be offered union representation during such interview. It is understood that the Union representative shall not interfere with the Employer representative's interview or investigation.

Section 10. Each Union that is participating in joint bargaining will have paid time off as outlined below, for all meetings that are mutually agreed to by the Employer and the Unions for the purpose of negotiating a successor to the Master and Bargaining Unit Agreements.

- a.) Each bargaining unit covered by this Agreement will be entitled to one (1) bargaining committee representative for every one hundred and eighty (180) members in the bargaining unit.
- b.) Regardless of the size of the unit, no bargaining unit committee shall have more than three (3) representatives and all bargaining units will have at least one (1) representative.
- c.) Each committee member will be paid a maximum of eight (8) hours for each day spent at negotiations. Such time will be paid at the base rate and will not be counted as time worked for the purpose of computing overtime. Shift differential will apply for hours worked on a premium shift in accordance with Article 20, Shift Differential.

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~~For IUOE. The DeGraff Maintenance unit, participating in Master Bargaining, will have a maximum of two (2) paid days or sixteen (16) hours per week for the purpose of preparation for bargaining.~~

Section 11. For CWA:

- a.) The President, the Vice Presidents, the Secretary-Treasurer, Area Vice-President, and additional Executive Board members (four [4] Special Directors) of the Local Union, if employed by Kaleida Health, shall be considered as full-time employees, with full-time benefits and will be excused by the Employer for up to six (6) days equivalent to fifty (50) hours of unpaid time per pay period as necessary to perform the duties of their offices. Part-time employees in one of the above offices will continue to be considered part-time by the Employer with benefits equivalent to their status. The Local Union shall provide the Employer with at least two (2) weeks advance notice of such absences. If any executive board member requires more than the days per contract year as outlined in this subsection a.), the Local Union may direct that the Employer provide him/her the additional unpaid days from the bank of hours described in 11(b) below. The Union will notify the site Human Resource office and the Corporate Labor Department in writing of those members who are serving in one of the four (4) Special Director positions.
- b.) The Employer shall provide up to one hundred fifty (150) days in increments of seven and one-half (7½) hours per payroll year of unpaid excused absence time for union business to employees in the following Union positions: chief stewards, stewards/delegates, unit officers, convention delegates and committee members. The Local Union shall provide the Employer with at least two (2) weeks advance notice of such absences. It is understood that no more than ten (10) employees may be excused at any one time, and that not more than two (2) may be off in any one cost center except if more than two (2) employees off would be consistent with the efficient operation of the Hospital.

~~Section 12. For IUOE:~~

- ~~a.) An executive board member or business agent of IUOE, if employed by Kaleida, shall be considered as regular full-time employees, with full-time benefits and will be excused by the Employer for up to six (6) days equivalent to the employee's daily paid hours not to exceed fifty (50) hours per pay period as necessary to perform the duties of their offices. Part-time employees in one of the above offices will continue to be considered part-time by the Employer with benefits equivalent to their status. The Local Union shall provide the Employer with at least two (2) weeks advance notice of such absences.~~

Section 13. For SEIU: The Employer shall provide unit officers and delegates of 1199 SEIU up to seventy-five (75) days per contract year, in increments of seven and one-half (7.5) or eight

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(8) hours, of unpaid excused absence time for union business. Such employees shall be limited to ten (10) days each per contract year. 1199 SEIU shall provide the Employer with at least two (2) weeks advance notice of such absences. It is understood that no more than ten (10) employees may be excused at any one time, and that not more than two (2) may be off in any one cost center except if more than two (2) employees off would be consistent with the efficient operation of a facility.

Section 14. Any employee that is excused from work for union business, regardless of whether it is with or without pay, will maintain his/her category of employment and will not lose any benefits provided for in this Agreement as follows:

- a.) Those provided for under the retirement plan excluding Employer match in the savings investment plan;
- b.) Disability, NYPFL, and NYSDI Programs are based upon wages paid by the Employer as reported to the Carriers;
- c.) Workers Compensation for work related injury or illness that occurred at the Employer will be based on wages as reported by the employee for all employers;
- d.) FMLA and Union Family Leave eligibilities are based on hours worked including unpaid union time;
- e.) Medical and Dental benefits will be maintained at the current percentage of Employee/Employer cost share;
- f.) Employees wishing to continue Medical or Dental are responsible to remit their share of the premiums to the Employer;
- g.) The Medical and Dental plan designs will continue to be available to Employees on Union Representative time unless negotiated changes alter the available plans.

Section 15. The Union shall be provided two (2) hours at each new employee orientation for the purpose of addressing all new employees hired into the bargaining unit. The time will be from 2:30 pm until 4:30 pm, employees will be compensated on a straight time basis.

~~Additionally, IUOE will be given a sufficient amount of on-site time to meet with new employees for the purpose of union orientation and collecting new members' information.~~

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