

TA  
7/9/19  
W

**KALEIDA HEALTH**  
**1199/SEIU UPSTATE UNITED HEALTHCARE WORKERS EAST**  
**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**  
**INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO**  
**2019 CONTRACT NEGOTIATIONS**

TA  
7-

**Employer Proposal**  
**Date Presented: July 9, 2019**

**Article 107**  
**Staffing Plans**

Section 1. The Employer will staff to the approved Grids/Fixed Staffing Schedules developed for every unit or department. The Employer further agrees to increase staffing levels in the below specified FTE amounts at each of the below specified sites.

- a.) Buffalo General Medical Center (BGMC):
- |                                |                    |
|--------------------------------|--------------------|
| 1.) Registered Nurse Positions | 34 additional FTEs |
| 2.) Nursing Support Positions  | 8 additional FTEs  |
| 3.) Other Job Titles           | 12 additional FTEs |
- b.) DeGraff Memorial Hospital (DMH):
- |                                                |                   |
|------------------------------------------------|-------------------|
| 1.) Registered Nurse Positions                 | 0 additional FTEs |
| 2.) Nursing Support Positions/Other Job Titles | 3 additional FTEs |
- c.) Oishei Children's Hospital (OCH):
- |                                |                    |
|--------------------------------|--------------------|
| 1.) Registered Nurse Positions | 4 additional FTEs  |
| 2.) Nursing Support Positions  | 0 additional FTEs  |
| 3.) Other Job Titles           | 13 additional FTEs |
- d.) Millard Fillmore Suburban Hospital (MFSH):
- |                                |                     |
|--------------------------------|---------------------|
| 1.) Registered Nurse Positions | 6 additional FTEs   |
| 2.) Nursing Support Positions  | 0 additional FTEs   |
| 3.) Other Job Titles           | 10 additional FTEs. |
- TA  
7/9/19  
4P  
JTB
- TA  
7-9-19  
4P

The Union and the Employer agree that increasing current staffing levels in the FTE amounts specified above will require significant time and effort to implement including recruitment, hiring, and orientation. To accommodate that, the parties agree that implementation of this Article will begin by January 1, 2020, and that full compliance will be accomplished by December 31, 2022.

Consistent with Article 76, Staffing and Productivity Committees, the Employer agrees to meet throughout the duration of this contract to receive input into ongoing assessment of current staffing levels and the determination of appropriate staffing grids for new units/departments or when the service line or characteristics of a unit/department change.

Section 2. To ensure that these new positions increase the overall staffing in the affected bargaining units and the system, the positions will be identified/marked and tracked. The new positions will be marked in a way that will distinguish them from the positions negotiated in the 2016 Agreement. The positions from the 2016 Agreement will continue to be marked and tracked as Enhanced Staffing Plan Positions following the guidelines in Section 6. Upon the ratification of this Agreement, the Employer will take a snap-shot of current staffing levels based upon the dashboard identified in Section 3 below.

Section 3. The parties will develop a Staffing Dashboard for the purpose of reporting data at the quarterly System Staffing and Productivity Committee as outlined in Article 76. The report template will be collaboratively completed upon the ratification of this Agreement.

Section 4. Each site will form a subcommittee (Site Staffing Committee) of the Corporate Staffing Committee, which will meet within thirty (30) days of ratification of this Agreement for the purpose of implementing the terms of this Article specifically to:

- a.) determine where (unit/department) the positions will be assigned;
- b.) determine whether they will be full-time or part-time;
- c.) determine shift;
- d.) whether some number of the FTEs will be designated to the Float Pool;
- e.) collaboratively establishing additional committee goals and objectives;
- f.) implementation of the resolution process outlined below;
- g.) development of initiatives to deal with Environment of Practice, Recruitment and Retention.

At BGMC the parties will also discuss the number of medical-surgical, telemetry and critical care float pools required as well as the units that would be covered by each float pool.

A report from the sub-committees will be presented at the first Corporate Staffing Committee meeting following the subcommittee meetings.

Section 5. The Employer agrees to meet within sixty (60) days of the ratification of this Agreement to review and develop a plan to assure all staff receive appropriate, assigned meal breaks.

Section 6. The parties agree and understand that, because the above listed FTEs are intended to increase the staffing coverage of the system, the Employer will begin the posting process at the external phase of the process for hard to fill positions to include, but not limited to, the night shift and float pool positions. The only exception will be the Clinical Nurse Educator positions, which will be posted and filled as outlined in Article 53 Job Bidding and Transfers. Positions intended to meet the above staffing requirements (as opposed to already-existing positions) will be marked and tracked as outlined in Section 2 above. Individuals hired into positions marked under this Section will be required to remain at their site for a period of two (2) years of active work.

dg  
m

Section 7. CNOs, nurse supervisors, nurse managers, charge nurses and other licensed nurses shall be included in meeting the approved grid only when those licensed nurses are engaged in providing direct patient care. When a CNO, nurse supervisor, nurse manager, charge nurse or other licensed nurse is engaged in activities other than direct patient care, that nurse shall not be included in satisfying the approved grid. ✓

Section 8. Nothing in this Article shall prohibit a nurse from assisting with specific tasks within the scope of his or her practice for a patient assigned to another nurse. "Assist" means that the nurse may provide patient care beyond their patient assignments if the tasks performed are specific and time-limited.

Section 9. The Employer recognizes the skills and contributions of Licensed Practical Nurses and will work with the Union to maximize their contribution to patient care.

Section 10. The Employer values the care team approach and support of service employees to the delivery of patient care.

Section 11. In the event a vacancy in any unit/department occurs all vacant shifts shall be filled according to Article 15, sections 9 and 10. In the event of any form of day to day absence the Employer will fill the vacated shift as per Article 15, section 11. In the event of a vacancy in any non-nursing units, the jobs will be filled as outlined in Article 53, Job Bidding and Transfers.

Section 12. Float Pool: The Employer recognizes the value of Nursing Float Pools in the acute care facilities. The Employer in collaboration with the union will carefully monitor and evaluate the effectiveness and need for enhancement. The Employer also recognizes the value of including non-nursing personnel in acute care facility float pools.

Section 13. In the event that staffing falls below the Grids/fixed staffing schedules for any job title in any unit, department, or clinic on a given shift (e.g. because of a PTU, LOA, etc.), Kaleida will work to re-establish the agreed-upon number of employees through methods including utilization of float pool employees, floating existing staff under current contractual provisions, overtime, per diems and traveler/agency employees.

Section 14. Resolution Process: The parties recognize the importance of prompt and effective resolution of concerns about staffing issues and hereby establish the Staffing Resolution Process as an effective mechanism for responding to and resolving staffing issues.

- a.) Definition. A "Staffing Issue" is a concern that the actual staffing in a specific unit or department, during a specific shift, did not meet the current staffing grids/fixed staffing schedules. Staffing is based on the census and staff available on the roster.
- b.) When a Staffing Issue arises, the employee is required to first discuss the concern with her/his manager (or house supervisor where appropriate) to work to resolve

the Staffing Issue during the shift. A Union representative may be involved in the discussion, if requested by the employee. Any resolution of the Staffing Issue must be consistent with the Agreement and will not be considered as a binding precedent for any purpose.

- c.) If such a discussion does not satisfactorily resolve the Staffing Issue, the employee may appeal the Staffing Issue to the Staffing Resolution Panel. The appeal shall be in writing and occur within five (5) working days of the response from the manager.

Section 15. The parties will establish a Staffing Resolution Panel to hear any Staffing Issues that have been reported and have not been resolved by the manager.

- (a) The Staffing Resolution Panel ("SRP") will establish a monthly schedule to address staffing concerns. A Staffing Issue appealed to the SRP within five (5) working days of a meeting will be held for the following meeting to permit adequate time for preparation and scheduling of individuals necessary for the issue in question.
- (b) The Union and the Employer will select their own representatives for each SRP. SRP representatives may change from issues to issue to ensure that the representatives have adequate familiarity with the working environment in the area where the Staffing Issue arose. Panels will be convened by the co-chairs consistent with the following guidelines:
- The SRP will consist of three (3) bargaining unit representatives and three (3) Employer representatives.
  - An employee, Union Representative or manager who presents the facts of a particular staffing issue to the SRP may not be a representative to hear a specific case.

Section 16. Resolution:

- a.) The parties recognize that many factors (including but not limited to changes in patient census, acuity, unplanned absences, and/or time off) affect the ability of a unit to maintain the established staffing grids/fixed staffing schedules. The parties acknowledge that the Employer will make all reasonable efforts to maintain the established guidelines in responding to unforeseen circumstances.
- b.) If the Staffing Resolution Panel (SRP) determines that the Employer did not maintain the staffing established in the grid in a chronic manner, the SRP will have the ability to take appropriate action to remedy the situation.