

# Kaleida Health Tentative Agreement 2019-2022

# New Articles Memorandum of Understanding Letters of Intent No Change Articles

Handout 1 of 2

IUOE Local 17 Ph: (716) 474-9356 1199SEIU

**Ph: (716) 982-0540** Handout 1 of 2 - page 1

Employer Proposal Date Presented: May 10, 2019

New Memorandum of Understanding #\_\_\_\_ Definition of "Closed Unit"

It is hereby agreed, by and between Kaledia Health, Communication Workers of America (CWA) and 1199 SEIU United Healthcare Workers East (SEIU) that where the wording "closed unit" is referenced in the Master Agreement, Article 51-Lay and Recall will be defined as follows and specific to this bargaining unit:

- 1) Oishei Children's Hospital, SEIU RN Bargaining Unit:
  - a) A "closed unit" will not allow employees to bump into the unit and the employees within the "closed unit" would not be allowed to bump into another unit.

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Union Proposal Date Presented: July 8, 2019

New Memorandum of Understanding #\_\_\_(APP Security)

Section 1. Nurse Practitioners and Physician Assistants (APP) represented under the Master Bargaining Agreement, will have all of the rights and protections contained in this Memorandum.

Section 2. For the duration of the Master Agreement June 1, 2019 through May 31, 2022, the Employer will continue to have at least one hundred and forty-seven (147) Full Time Equivalents in APP positions. The provisions of this section shall not be applicable in the event of a temporary or partial cessation of operations at BGMC, OCH, DMH and MFSH, which is not the result of a Kaleida action, including unforeseeable circumstances that are outside of the employer's control, natural disasters and acts of God.

Section 3. The Employer will not initiate replacement of any bargaining unit APP with a physician/physician group employed APP.

Section 4. The Parties recognize that there is a certain amount of flexibility in scheduling that is currently achieved by agreement of the APPs and providers. If a critical need arises for a change in scheduling practice, it shall be presented at job security with explanation of the need for such change. The Employer will provide a thirty (30) day notice of intent to change the scheduling practice. This will be done by agreement among the Nurse Practitioners, Physician Assistants, Union and provider/scheduler.

Section 5. In the event that the Employer gains knowledge of a plan by a Physician/Physician Group to use its own APPs replacing Employer employed APPs, the Employer will promptly advise the Union in question and work with the Union to explore alternatives to present to the Physician/Physician Group in question. The Employer will advocate to the Physician/Physician Group to continue utilization of the bargaining unit employees.

Section 6. Should every effort to keep the work in the bargaining unit be unsuccessful the Employer agrees to enter into effects bargaining.

Section 7. The Parties also agree that job security of Nurse Practitioners and Physician Assistants is important. If a Physician leaves affiliation or employment with Kaleida Health, the Employer will help to facilitate a replacement physician collaborator.

Section 8. Kaleida Health will work with the Unions to amend the By-Laws of the Medical and Dental Staff in order to allow for Nurse Practitioners and Physician Assistants to practice under the full scope of their license.

EMPLOYER PACKAGE - Economic and Non-Economic

# 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

Employer Complete Package Economic and Non-Economic Presented June 12, 2019

#### New MOU #\_\_\_\_ APP On Call

APP's in any clinic setting in any bargaining unit who are required to take call during off hours will be assigned on-call as follows:

Section 1. The employee On-Call will be assigned a pager if requested.

Section 2. The APP's on call will be responsible to respond to all after hour's calls to their clinic. In areas where Doctors/Residents share on call responsibility, that practice will continue.

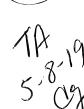
Section 3. Employees will be paid on-call pay for the time spent actually on-call as per the provisions as outlined in Article 21 Section 3 of this Collective Bargaining Agreement.

Section 4. Employees will be responsible for properly and accurately recording all time worked while on-call in accordance with Kaleida Health's Time Keeping Standards (HR.309). Employees are responsible for recording all time worked by remotely punching in and punching out using Kronos. For time actually worked remotely while on-call, all punches less than seven (7) minutes in duration will automatically be guaranteed up to seven (7) minutes for the purposes of payment and wages. All punches over seven (7) minutes in duration will be paid based on the actual time worked using the existing Kronos rounding rules while called in remotely.

Section 5. Calls will also be logged on the Employee on call log.

Section 6. On call guidelines will be determined by each department with employee input. On call guideline will be created within sixty (60) days from ratification.





Employer Proposal Date Presented: May 6, 2019

# Memorandum of Understanding #\_\_\_\_

# Millard Fillmore Suburban Procedure for Temporary Closure of Units

This Memorandum of Understanding is entered into by and between Kaleida Health ("Employer") and the Communications Workers of America <del>1168</del> and the Service Employees International Union 1199 ("Unions") for employees at Millard Fillmore Suburban Hospital.

WHEREAS, the parties recognize that from time to time units need to be closed on a temporary basis due to fluctuations in census/volume; and

WHEREAS, the parties desire to distribute the effects of unit closure more equitably so that the same employees are not continuously affected.

NOW, THEREFORE, the Employer and the Unions do hereby agree:

- 1.) The Employer will follow the language in Master Collective Bargaining Agreement, Article 88, with the following additional considerations:
  - a. The Employer will make every effort to rotate the temporary closure of units, taking into account our commitment to safe patient care, a rotation log will be maintained in the Nursing Office;
  - b. The Employer will also consider partially closing of a unit to allow for routine maintenance and floor work, in order to maintain specialty patient care (oncology, palliative, ERAS, mastectomy, orthopedic, isolation needs, etc.);
  - c. Nothing in this agreement will affect the current MBU flex plan.

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Union Proposal Date Presented: March 27, 2019 May 6, 2019 Employer Counter: May 1, 2019 May 8, 2019

New Article Workplace Violence

Section 1. Health care workers are at a greater risk to experience threats, physical assaults or muggings than other workers. Violence is aggressive and abusive behavior from patients, visitors, physicians, other employees, supervisors, managers, or patient's family members. Violence is defined as, but not limited to, physical and verbal assaults, battering, sexual assaults, or verbal or non-verbal intimidation.

Section 2. In an effort to minimize that risk and increase the wellbeing of employees, the Employer and the Unions agree to maintain a multi-disciplinary Sub-Committee to address Workplace Violence. The Sub-Committee will be co-chaired by the Employer and the Unions with equal ability to add items to the agenda. In addition to, and to supplement the existing Employer policies which address: sexual harassment, harassment, workplace violence, physical violence, bullying and threats, the parties will maintain, develop and implement strong violence and abuse prevention programs including:

- a.) Identification of employees who are most at risk of violence.
- b.) Identification of where in the facilities violence is most likely to occur including all off site locations (ie: clinics, draw stations).
- c.) Identification of the effects of violence on workers, the risk factors for violence, prevention strategies and the consequences of violence.
- d.) Policies and procedures for the prevention of violence or potential violence.
- e.) Training programs on violence prevention and verbal de-escalation.
- f.) A trained Response Team, for each acute care and long term care facility, which will be available twenty-four (24) hours and seven (7) days a week, similar to a code team, that can be immediately called to assist an employee in any situation that involves violence.
- g.) Report the injury or illness to the appropriate bodies both internally and externally, i.e., Department of Industrial Accidents, police, STARS, etc.
- h.) Recommendations for appropriate services for employees who are affected by workplace violence, including provisions for psychological services.

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- i.) Procedures to permit interested employees to make a written request for a badge that does not contain their last name, at no cost to the employee.
- j.) Policies and procedures relating to the removal, storage and disposition of any weapons found on patients, family members, visitors or others.

k.) Making recommendations for security as well as surveillance of hospital grounds and parking areas, including escorts to cars and physical protection to workers if necessary.

- 1.) A process to educate employees as to their right to security police protection (call 911) if an assault is being/has been committed.
- m.)A process to insure that those involved in an incident of violence receive appropriate information and follow up to the event.
- n.) Assure that all incidents of violence/harassment will be reported in accordance with the relevant policy. The Safety/WPV Committee will review the status of claims of workplace violence in order to make appropriate recommendations. Patient and employee confidentiality will be respected.

Section 3. In addition to the items listed in Section 2. above, the Employer and the Union will develop a program to help address worker on worker hostilities and violence in the workplace.

Section 4. The Employee Assistance Program (EAP) will be utilized to help employees work through instances of workplace violence, inclusive of on-site interventions and trainings.

Section 5. The sub-committee will schedule its first a meeting within thirty (30) days of the ratification of this Agreement. The parties will utilize consultants and other experts in the field in the development of the policy.

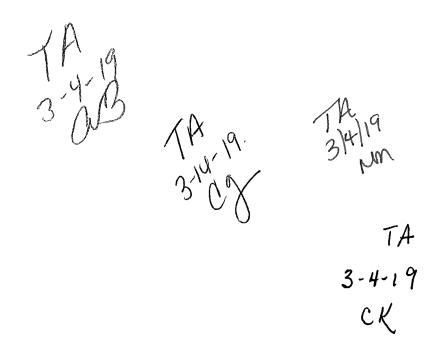
Delete Section 12 Article 73 Health and Safety Committee and provide a reference in Article 73 to this new article.

Union Proposal Date Presented: March 4, 2019

New MOU\_\_\_\_

The Unions and the Employer agree that all reference to Women and Children's Hospital of Buffalo (WCHOB) will be changed to John R Oishei Children's Hospital (OCH).

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Kaleida Health 1199 SEIU United Healthcare Workers East Communications Workers of America, AFL-CIO International Union of Operating Engineers AFL-CIO 2019 Contract Negotiations

**Employer Presented July 9, 2019** 

Memorandum of Understanding #\_\_\_\_ Quarterly Job Review Committee

The Employer and the Unions do hereby agree to establish a committee as per Article 72 Committees of the Collective Bargaining Agreement with the goal of beginning a quarterly review of identified job titles covered by this Agreement. The Union or the Employer may bring to the committee their respective requests for changes in the appropriate placement of job titles that are subject of the request for review. This group will review rolling turnover data, market compensation data, vacancy rates, recruiting metrics as well as job descriptions and additional job responsibilities. The committee will be comprised of representatives from Human Resources including the compensation analyst, members of the recruitment team, and an equal number of union representatives. Other representatives will be invited as necessary.

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Kaleida Health 1199 SEIU United Healthcare Workers East Communications Workers of America, AFL-CIO International Union of Operating Engineers AFL-CIO 2019 Contract Negotiations

Employer Proposal Presented July 09, 2019

Memorandum of Understanding # \_\_\_\_\_ 1199 SEIU Regional Pension Plan Additional Pension Contribution

Section 1. The Employer will facilitate a calculation with regards to the Ratification Bonus (4% or the greater of \$750 for part time employees, \$1250 for full time employees, whichever is greater) to ensure that the value of the Ratification Bonus will be reflected and remitted to the 1199 SEIU Regional Pension Plan as a contribution to the Plan in recognition of the remuneration paid in the form of the Ratification Bonus.

Section 2. The payment to the Plan will follow the regular remittance schedule and will be added as a one-time additional contribution along with the payment that would be due for the wages in the month that the Ratification Bonus was paid.

Section 3. The 1199 SEIU Regional Pension Plan agrees to provide a consent to Kaleida Health and 1199 SEIU regarding its acceptance of this one-time additional contribution.

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# Kaleida Health 1199 SEIU United Healthcare Workers East Communications Workers of America, AFL-CIO International Union of Operating Engineers AFL-CIO 2019 Contract Negotiations

**Employer Presented July 9, 2019** 

#### Memorandum of Understanding #\_\_\_\_ Contracting Out Work /Bargaining Unit Work

The Employer agrees that:

- A.) The scheduling of the patients for procedures in the BGMC Interventional Cath Labs will continue to be provided by bargaining unit members.
- B.) Within twelve (12) months of ratification of this Agreement, Surgical Solutions, will no longer be performing bargaining unit work at Kaleida Health.
- C.) Within eighteen (18) months of ratification, Neuro Alert will no longer be contracted at BGMC to provide EEG technician support.
- D.) As soon as legally possible Kaleida Health will end, and not renew any agreement to contract out cleaning work in the bargaining unit's jurisdiction within the hospitals. Areas excluded would include leased spaces, administration and corporate offices. It is understood that the cleaning work at the Degraff offices and Conventus 2<sup>nd</sup> and 3<sup>rd</sup> floors are considered bargaining unit work.

The Unions and Employer agree that the current contractual language in Article 66 and 67 as amended of the Master Agreement will remain.



# Memorandum of Understanding Business Office Clerical Overtime at Larkin

This Memorandum of Understanding is entered into by and between Kaleida Health ("Employer") and the Service Employees International Union 1199 ("Union").

Whereas, Kaleida employees who are also members of the SEIU 1199 Business Office Clerical Unit hold positions at the Larkin building located at 726 Exchange Street;

Whereas, the hours of operation of the Larking building are from 7AM until 7PM, Monday through Saturday;

Whereas, the union and employer desire to apply the master contract language to the Larkin site, however upon doing so, found that the language needed some modification so that it could properly apply; the parties agreed to form a work group, they met and the work below represents the product of that workgroup;

NOW, THEREFORE, the Employer and the Union do hereby agree:

- 1.) That the practice may vary from department to department, and as long as all of the members of that department agree, those practices may continue without reversion to the modification below.
- 2.) To provide notice to all employees represented by the SEIU 1199 at Larkin, that these changes are occurring, and that additionally once they have accepted a voluntary overtime shift, it is treated like any other scheduled shift, with the exception that if they cannot work it, they may find their own coverage, and complete a 'swap' sheet that must be signed off by the manager or designee prior to the shift. Failure to do so, and not work the shift will subject the employee to an attendance occurrence.
- 3.) To amend the contract in Article 15, Sections 9, 10 and 11 to apply as follows, any provision that is not amended is unchanged:

#### Article 15 Hours of Work and Work Schedules

Section 9. Extra shifts will be defined as an opening that exists on a pre-posted schedule, once all employees are scheduled the hours appropriate to their status and all per diem employees are scheduled to fulfill their requirement. Extra shifts will be equally distributed within the individual unit/department at a site, beginning with the most senior employee, to employees who have requested extra time and as follows:

a.) a part-time or full-time employee who can work extra hours without incurring overtime;

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- b.) a per diem employee who can work extra hours without incurring overtime; (per diem employees may be scheduled up to eight (8) shifts max per time block except as provided in Article 12, section 6d).
- c.) full-time employees who will incur overtime, the hours available will be evenly split, any hours not wanted or that remain will be distributed in seniority order on a rotating basis (wheel).
- d.) In all cases, the employee granted the overtime or extra shifts must be competent to perform the work.

Section 10. All extra shifts will be clearly marked on the schedule. In long term care facilities extra shifts will be posted by hours needed per job classification with no specified department or unit. Once the schedule is posted, open shifts remaining will be posted on a needs list and filled by eligible employees beginning with the most senior employee in the individual unit/department in the same job title first and then by employees in any covered bargaining unit in the following order. A shift for purposes of the needs list will be a two (2) hour time block, unless an employee is on PTO, in which case the shift will be seven and one half (7.5) hours:

- a.) a part-time or full-time employee who has signed up on the needs list for the unit and who can work extra hours without incurring overtime;
- b.) a per diem employee who has signed up on the needs list for the unit and who can work extra hours without incurring overtime; and
- c.) employees who have signed up on the needs list for the unit and who will incur overtime the hours available will be evenly split, any hours not wanted or that remain will be distributed in seniority order on a rotating basis (wheel) which will only be reset once all employees on the wheel have been offered time.
- d.) In all cases, the employee granted the overtime or extra shifts must be competent to perform the work.

After the openings have been posted one (1) week, and the process in Section 9. and Section 10. have been completed, openings may be filled by any means available to the Employer.

Section 11. A shift for purposes of the availability list will be a two (2) hour time block, unless an employee is on PTO, in which case the shift will be seven and one half (7.5) hours. If staff shortages occur on a shift to shift basis, the following will occur:

- a.) utilize float pool employees in the same job title if available;
- b.) offer the time to employees who have signed up on the availability list for the unit/department and who are in the job title and the same cost center in order of seniority on a rotating basis, who are not eligible for overtime;
- c.) offer overtime to employees who have signed up on the availability list for the unit/department and who are in the job title and the same cost center, in order of seniority on a rotating basis;
- d.) In instances of a PTU or same day intermittent FMLA only, the employer may utilize floated employees in the same job title from departments subject to floating. Refer to Article 19, MOU # 26, and MOU # 30.

- e.) offer extra time and then overtime to employees in the job title from the remainder of the bargaining unit at that site, in order of seniority who have signed up on the availability list for the unit and who meet the competencies of that area;
- f.) offer extra time and then overtime to qualified employees in a different job title but within the bargaining unit at that site who have signed up on the availability list for the unit and who meet the competencies of the area; and
- g.) if all the above avenues have been exhausted, the vacancies will be filled by the most expedient means available including use of agency personnel or managers, if necessary.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 1811 day of 912 day 2018.

For Kaleida Health:

Signature

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Date

For SEIU 1199: Signature Date

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Employer Proposal Date Presented: July 1, 2019

MOU # \_\_\_\_ Flint Road PSC and Phlebotomy Services Cost Center 20751

Section 1. The above referenced cost center provides laboratory services, phlebotomy and collection of laboratory specimens at various Patient Service Centers (PSCs) and Long Term Care facilities located within Western New York. The job responsibilities and competencies required to perform these services may vary slightly within the locations.

Section 2. Kaleida Health Laboratory Services recognizes that there is value in the continuity of assignments as it relates to customer 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 when assignments becomes available or assignments are affected. **The assignments to PSC's are considered permanent unless hours of operation change or locations close.** 

Established assignments will be maintained as long as they meet the overall needs of providing these laboratory services. Additionally, to maintain the various competencies required within the services provided by this cost center, it may be necessary to assign staff outside of their typical assignment to meet the training requirements.

This Memorandum of Understanding will apply only to the employees within Flint Road PSC and Phlebotomy Services Cost Center 20751 who are in the Millard Fillmore Suburban TCC bargaining unit.

Section 3. Process for awarding an existing or new vacant assignment(s) for existing or new locations:

- a.) Vacant assignments inclusive of the category, FTE, shift, starting and ending times of the shifts and responsible manager will be posted in the Millard Fillmore Hospital PSC location. 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 and Millard Fillmore Suburban TCC bargaining unit, by seniority and category of the vacant assignment.

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- c.) The most senior qualified employee who accepts the vacant assignment will transfer within the agreed upon timeframes.
- d.) If no employee from within the department/cost center and bargaining unit accepts the vacant assignment, the position will continue through the posting process as per Master Agreement, Article 53, Job Bidding and Transfers.

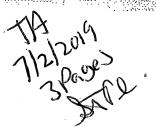
Section 4. Process for reductions of FTE's, elimination of positions, closures of PSCs or loss of Long Term Care Facilities services:

- 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)\*:
  - I. will be offered options to a vacant assignment, in seniority order, first by their typical assignment (PSC, Nursing homes, float) by job title, category and shift; and then by dropping category;
  - II. if there are no vacant assignment within their typical assignment, they may assume the assignment of the least senior Phlebotomist, same category within their typical assignment; and then by dropping category;
  - III. if there is no one less senior, offer vacant assignments, in seniority order, by job title, category and shift within another type of assignment; and then by dropping category
  - IV. any employees affected who do not obtain an assignment 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 in a PSC, the employees by seniority at that PSC, will be offered to voluntarily reduce their hours or be placed in a new assignment as per I.) through IV.) above.

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# MEMORANDUM OF UNDERSTANDING

Service Employees International Union – 1199SEIU 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 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 L.MI 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 L.MI Representatives shall participate in any site committee and /or activities as deemed necessary at all the sites.

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,

1. Effective March 1, 2017 Kaleida Health agrees to become a contributing employer to the 1199SEIU 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 1199SEIU 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 42<sup>nd</sup> Street, 28<sup>th</sup> Floor, New York, New York, 10036.

- 2. 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".
- 3. The Employer agrees to be bound by the LMI By-Laws.
- 4. Each of the Union and the contributing Upstate Employers jointly shall be entitled to one representative on the LMI Board of Directors.
- 5. 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.
- 6. 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.
- 7. 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>nd</sup> Street, 27<sup>th</sup> Floor, New York, New York, 10036. 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

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at the rate of one and one-half percent per month or the maximum permitted by law, whichever is less.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the <u>3RA</u> day of *MARCH*, 2017

Kaleida Health

By:

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SEIU Local 1199 By: Dated:



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Union Proposal Date Presented: March 4, 2019

NEW Memorandum of Understanding Buffalo General Medical Center / CWA Surgical Technologist Assignments

This Memorandum of Understanding is entered into by and between Kaleida Health ("Employer"), the Communication Workers of America Local 1168 (CWA) ("Union").

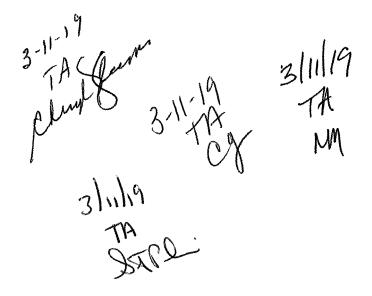
WHEREAS, there is a need to assign Cardiac trained and competent RN's and Surgical Technologists, from cost center 14403 to the Procedure Lab cost center 14128, to assist with surgical procedures not performed by procedure lab staff, as needed. This staff will be assigned on a daily basis, on a rotating basis according to their competency needed for the surgical procedure taking place in the procedure lab.

In order to assign staff to the Procedure lab, management agrees to post 2 (two) new Surgical Technologist positions in cost center 14403.

Management agrees this agreement will be considered a float and will abide by Article 19: Floating, Section 2.

This MOU is being entered on a non-precedent setting basis.

The agreement is entered into on the 23<sup>rd</sup> day of January, 2017.



Union Proposal Date Presented: March 4, 2019

NEW Memorandum of Understanding Between Kaleida Health and CWA Local 1168 Lead nuclear med

This Memorandum of Understanding is entered into by and between Kaleida Health, hereinafter referred to as the Employer, and the Communication Workers of America, AFL-CIO, hereinafter referred to as CWA; or as the Union.

WHEREAS, the Employer is interested in maintaining full time positions whenever possible. A full time position in the Nuclear Medicine Department at DeGraff Memorial Hospital has been vacated. Kaleida Health is willing to maintain that position as full time provided the employee can be required to work at another site where services are needed. The specific details are as followed;

- 1) A full time Lead Nuclear Medicine Technologist was vacated by a resigning employee on February 16, 2018.
- 2) DeGraff Memorial Hospital has seen the volume and acuity of patients decrease.
- 3) We propose to post a full time Nuclear Medicine Technologist that will work between two sites, DMH and MFS, with the position having a weekend commitment at MFS.
- 4) Employees from MFS TCC or DeGraff TCCS bargaining units will be considered preferred applicants for the position. The successful candidate will determine the bargaining unit. If position is awarded to and external applicant, the employee will be placed in the DMH TCCS bargaining unit.
- 5) Qualified employees from the Recall and Displacement list from both MFS TCC and DMH TCCS would be offered the position first.
- 6) This MOUS will not negatively impact the employment of members of either bargaining unit.
- If the position is vacated, the ongoing need to continue this type (two site commitment) of position will be addressed at DeGraff site LMC / Job Security by the parties.



- 8) The parties agree that this is a trial and will be re-evaluated six (6) months after implementation.
- 9) The parties agree that this understanding will not be used as a precedent for any further similar situations.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 7<sup>th</sup> da of August, 2018.

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Union Proposal Date Presented: March 4, 2019 derstanding \_\_\_\_\_ TA 3 GA FS -Flint Road Laboratory f duty courier response)

NEW Memorandum of Understanding \_\_\_\_\_ CWA/MFS On-Call Courier Assignment – Flint Road Laboratory (Carrying the phone for on/off duty courier response)

This Memorandum of Understanding is entered into by and between Kaleida Health, hereinafter referred to as the Employer, and the Communication Workers of America, AFL-CIO referred to as CWA; or as the Union.

WHEREAS, the Employer and the Union entered into an agreement to recognize the established practice of assigning and paying a courier "on-call" at Flint Road; and

WHEREAS, this program was developed to ensure the timely and accurate pick-up and delivery of laboratory specimens for processing; and

NOW, THEREFORE, the Employer and the Union do hereby agree:

- 1) On-Call will be rotated between those individuals interested, trained, and competent to perform the necessary responsibilities of taking the On-Call assignment.
- 2) On-Call pay will be paid at the base pay rate equal to two (2) hours of the employee's base pay for every eight (8) hours worked "carrying phone."
- 3) Upon signing this agreement, the Employer will post a sign-up sheet for a period of ten (10) days soliciting interest from the Drivers at Flint Road in participating in the On-Call rotation.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 2<sup>nd</sup> day of June, 2017.

Union Proposal Date Presented: March 4, 2019

NEW Memorandum of Understanding \_\_\_\_\_ Adding BGMC MICU NP/PA Positions "10 Hour Shifts"

This Memorandum of Understanding is entered into by and between Kaleida Health ("Employer"), the Communication Workers of America 1168 ("Union").

WHEREAS, the Employer proposed at Job Security on November 14, 2017 the addition of two (2) new Full Time NP/PA ten (10) hour evening shift positions for the MICU;

WHEREAS, the parties recognize the need for improved efficiencies in the MICU in terms of added support of NP/PA positions, in addition to current staff, with the goal of continuing excellent patient care;

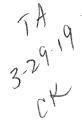
WHEREAS, the parties mutually agree that the extended shifts for NP/PA positions in the MICU are all of a 13 hour shift duration;

NOW, THEREFORE, the Employer and the Union do hereby agree without precedent to future agreements with respect to NP/PA positions at BGMC and/or the MICU;

- 1) Two (2) Full Time Evening Ten (10) hour shift positions will be created in the MICU for NP/PA positions;
- 2) The hours of work will be 2 pm to 12 am;

The Employer further agrees this agreement will have no impact to any future positions in any jo title in any critical care unit at BGMC, where specific lengths of shifts are protected.... ie: 13 hour shifts.

This Agreement, as amended, entered into this 27<sup>th</sup> day of November, 2017.



Union Proposal Date Presented: March 4, 2019

NEW Memorandum of Understanding \_\_\_\_\_\_ NFTA Public Transit Discount

This Memorandum of Understanding is entered into by and between Kaleida Health ("Employer"), the Communication Workers of America 1168, the Service Employees International Union 1199, and the International Union of Operating Engineers 17S (collectively, "Union").

WHEREAS, the NFTA is offering employees of employers that participate in the "Metro Perk Program" a discount on public transit passes; and

WHEREAS, the discount amounts to a \$10 discount on the price of the public transit pass to all employees, and an additional \$10 discount, funded by the Employer, to individuals not already receiving a public transit subsidy under Article 102, Section 7 of the Master Collective Bargaining Agreement ("MCBA"); and

WHEREAS, this discount is available only to those employees that sign up to pay for the pass through payroll deduction; and

WHEREAS, the Employer intends to participate in the Metro Perk Program;

NOW, THEREFORE, the Employer and the Union do hereby agree:

- 1) Employees covered by the MCBA not already receiving a subsidy under Article 102, Section 7 of the MCBA will receive a \$10 subsidy for the corresponding discounted NFTA Public Transit Pass.
  - a. This amounts to a cost to eligible employees \$20 lower than the market rate for the Public Transit Pass.
- 2) If, at any time, the NFTA ends this program, the Employer withdraws from this program, the Employer ceases to become eligible for this program, or any other material change is made to the Metro Perk Program, this agreement will be void and the benefits agreed to herein will cease.
  - a. The parties recognize that in the above events, employees covered by the MCBA would continue to enjoy the public transit subsidy as defined in Article 102, Section 7 of the MCBA.

TH -19 3-29-19

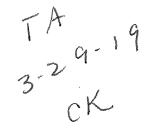
Handout 1 of 2 - pag



IN WITNESS WHEREOF, the parties hereto have executed this agreement on the \_\_\_\_\_ day of June, 2017.

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3/29/10 Jup TA 3-29-19 3-29-19



Handout 1 of 2 - page 26

Union Counter Proposal Date Presented: April 1, 2019

Employer Counter Proposal Date Presented: March 29, 2019

New Memorandum of Understanding #\_\_\_\_ Variable Start Time Process For 1199/SEIU Members

This MOU will apply to all 1199/SEIU Bargaining Units

If variable start times are proposed in a Department/Unit or when a variable start time becomes available through a vacant position, the preferred start times will be offered by seniority, with the highest senior employee in the Department/Unit having first choice. In departments where required competencies are applicable to certain start times, the start times will be offered by seniority to those who have those the required competencies.

This process will also apply for any Department/Unit that currently have variable start times.

The Union leadership and the Employer are aware that there are different will meet to discuss any established processes in how each a department assigns variable starting times. It is the intent of this Agreement that these practices would continue unless mutually agreed upon to revert the process as defined above.



Union Proposal Date Presented: March 4, 2019







# Kaleida Health

April 04, 2017

Robert Andruszko, EVP CWA Local 1168 1900 Sweet Home Rd. Amherst, NY 14228

Daniel Kaufmann, Sr. Human Resources Generalist Millard Fillmore Suburban Hospital 1540 Maple Road Williamsville, NY 14221

Robert:

On 3/31/2017. Kaleicla Health ("Employer") presented to CWA Local 1168 a Physician Assistant position to be created for Surgical Services, General Surgery (2 East) and posted as an open position. It is the parties' mutual agreement that this title is listed under Article 3. Recognition, Section 1g of the Master Collective Bargaining Agreement ("MCBA") as represented at this particular address by the Union. This position will be posted with a complimentary Nurse Practitioner position, as is currently the practice at BGMC. Once the vacancy is filled, the complimentary position will be cancelled. Nurse Practitioners are currently, and will remain, represented by the RN Bargaining Unit.

This letter does not in any way modify the current rights of the parties as defined by the MCBA and current practice.

Sincercly,

Daniel Kaulmann

CC - D. Audino, R. Hosinski, K. Regan, C. Moden

Second wample & NF/ PA-ISSUE. Concept Should be in Decontract

Union Proposal Date Presented: March 11, 2019

# ない なる Kaleida Health

December 17, 2018

David Audino CWA Local 1168 1900 Sweet Home Rd. Amherst, NY 14228

Leanne Pawlak, Sr. Human Resources Generalist Millard Fillmore Suburban Hospital 1540 Maple Rd. Williamsville, NY 14221

David,

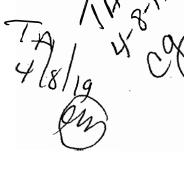
On 12/13/18, Kaleida Health ("Employer") presented to CWA Local 1168 two Nurse Practitioner positions to be created for ICU and posted as open positions. Nurse Practitioners are currently, and will remain, represented by the RN Bargaining Unit. These positions will be posted with complimentary Physician Assistant positions. It is the parties' mutual agreement that this title is listed under Article 3, Recognition, Section 1g of the Master Collective Bargaining Agreement ("MCBA") as represented at this particular address by the Union. On a non-precedent setting basis, these positions will be posted as ten-hour shifts. Once the vacancies are filled, the complimentary positions will be canceled.

This letter does not in any way modify the current rights of the parties as defined by the MCBA and current practice.

Rega

Leanne Pawlak

CC: D. Audino, R. Andrusko, R. Hosinski, N. Melcher, T. Harper







1A/8/19 Dh

Union Proposal Date Presented: Marc 4, 2019

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BY



Kaleida Health

January 30, 2017

Robert Andruszko, EVP CWA Local 1168 1900 Sweet Home Rd. Amherst, NY 14228

Kelsey DiGiovancarlo, HR Generalist Millard Fillmore Suburban Hospital 1540 Maple Road Williamsville, NY 14221

Robert:

At the contractual Job Security Committee, Kaleida Health ("Employer") presented to CWA Local 1168 ("Union") on 1/23/2017 Physician Assistant positions to be created in the MFS Intensive Care Unit and posted as an open position. It is the parties' mutual agreement that this title is listed under Article 3, Recognition, Section 1 of the Master Collective Bargaining Agreement ("MCBA") as represented at this particular address by the Union. These positions will be posted with a complimentary Nurse Practitioner position, as is currently the practice at BGMC. Once the vacancy is filled, the complimentary position will be cancelled. Nurse Practitioners are currently, and will remain, represented by the RN Bargaining Unit.

This letter does not in any way modify the current rights of the parties as defined by the MCBA and current practice.

Sincerely

Kelsey DiGiovancarlo

CC - D. Audino, R. Hosinski, N. Melcher, C. Moden

Place in Contract

Employer package #2 Economic and Non-Economic

#### Kaleida Health

#### 1199 SEIU United Healthcare Workers East Communications Workers of America, AFL-CIO International Union of Operating Engineers AFL-CIO 2019 Contract Negotiations



Employer Proposal Presented: March 4, 2019, March 19, 2019 June 19, 2019, 7/2/2019

New Article- Nursing Clinical Progression

#### Section 1: Description:

The employer will pilot a Clinical Progression program for calendar years 2020 and 2021. Additional details of the program will be made by the committee, who shall have the authority to set the terms and conditions of the program. The Committee shall consist of an equal number of representatives of labor and management members.

#### Section 2: Clinical Progression Tracks

The clinical pathways include an educator and clinician track as follows:

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#### CLINICIAN TRACK

Level I	• Entry level Professional Registered Nurse or Graduate Nurse hired at Kaleida Health in a staff- nursing role.
Level II	<ul> <li>Successful completion of 90 day probationary period</li> <li>Registered Nurses who do not participate in this model will remain at Level II</li> <li>Successfully fulfills all aspects of job description and competencies</li> </ul>
Level III	<ul> <li>Minimum 9,360 hours (equivalent of 5 years) of clinical nursing experience (OR) ANCC National Certification</li> <li>Bachelor's Degree in Nursing</li> <li>Fulfill preceptor role and acts as a preceptor a least 4 times / year</li> <li>Participates on a special project, subject matter expert role or site/facility committee</li> <li>Active membership on a unit based committee</li> <li>Serves as a clinical resource for nursing staff as observed by nurse manager and charge nurses</li> <li>Participates in unit level Quality Improvement</li> <li>Assists Nurse Manager in clinical competency development</li> <li>Active membership in a professional nursing association</li> <li>Completes all required educational offerings</li> </ul>

Employer package #2 Economic and Non-Economic



#### Level IV

- Minimum 18,720 hours (equivalent 10 years) of clinical nursing experience (OR) Master's degree in Nursing and ANCC National Certification
- Active participation on a system-wide committee driving improvement in clinical outcomes
- Active participation in clinical policy development
- Completes an additional 20 contact hours of educational activities obtained by conferences, professional related academic credits

#### Level V

• Maintains all Level III and IV criteria

Maintains all Level III criteria

- Minimum 28,080 hours (equivalent 15 years) of clinical nursing experience
  - Master's or Doctorate degree in Nursing or related field
- Active involvement in Nursing Research
- Active membership in a national nursing association as evidenced by participation on a national professional nursing committee
- National ANCC Certification

# EDUCATOR TRACK

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Level I •	Entry level Clinical Educator or Clinical Educator MS hired at Kaleida Health
Level II • • •	Successful completion of 90 day probationary period Educators do not participate in this model will remain at Level II Successfully fulfills all aspects of job description and competencies AHA BLS Instructor
Level III	Demonstrates leadership by being self-motivated and accountable for patient-centered care Participates in unit-based quality improvement Provides a minimum of six (6) unit based in-services a year as approved by Clinical Education Manager, including one (1) CE approved in-service Participates in all hospital required in-services plus 20 contact hours of educational activities obtained from conferences, seminars, profession related academic credits, internet/web-based conferencing, or publications Active membership in a professional national association Active membership on a site specific committee to improve quality Provides evidence-based clinical competency development for new and veteran employees Mentors new educators to build a successful work team Demonstrates successful vendor interactions to educate employees to new equipment Active participation in clinical policy development Choice of three (3) of the following: 1) Presents a research-based topic at an advertised event 2) Maintains Instructor status for ACLS, PALS, PEARS, or STABLE 3) DEU, student rotation, or graduate student preceptorship engagement 4) Authors and publishes an article for Kaleida Health 5) Manages a site or Kaleida- based project

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Employer pac	kage #2 Economic and Non-Economic
Level IV	<ul> <li>Maintains all Level III criteria</li> <li>Develops and implements a unit, or site-based educational program that improves nursing practice</li> <li>National ANCC Certification</li> <li>Choice of two (2): <ol> <li>Implements a research project</li> <li>Active participation on a system-wide committee</li> <li>Authors an article for national publication</li> <li>Presents an evidence-based topic for a regional or national conference</li> </ol> </li> </ul>
Level V	<ul> <li>Maintains all Level III and IV criteria</li> <li>Demonstrates leadership in development of student experiences</li> <li>Leads formal and informal organizational committees or teams that evaluate patient centered outcomes</li> <li>Develops and implements formal evidence-based best practice nursing educational programs for a Kaleida Health facility</li> <li>Instructor of advanced specialty training</li> <li>Choice of two (2): <ol> <li>Actively participates on a national or international professional committee</li> <li>Performs education as an International Service</li> <li>Post Master's Certificate, Doctorate in nursing or related field</li> <li>Participates in national research dissemination</li> </ol> </li> </ul>

#### Section 3. Process and Committee:

Employee will make application to the program based on the criteria for application as established by the committee. Eligible employees may not have any active disciplinary action at the time of the initial appointment to the applicable clinical ladder rung. The committee will complete review of the personnel file at the time of appointment/reappointment. The committee will be formed before September 1, 2019.

The committee will be composed of 12 members, who shall meet and review the application requirements and process annually, as well as quarterly to review all applications submitted. A quorum of each group of representatives, labor and management must be present at all meetings. The committee will be jointly chaired by a labor and management representative. Where there is a need for a tiebreaker, the decision will be alternated between the Chief Nurse Executive and the Union designee. The union designee will determine the first tiebreaker.

#### Section 4. Financial Incentive:

The financial incentive for those who are appointed or re-appointed in the clinical ladder are the following annual amounts, to be divided and paid in equal installments each pay period:

Level III \$1000

Level IV \$1500

Level V \$2000

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Employer package #2 Economic and Non-Economic

#### Section 5. Duration of Program

It is understood that this shall be a pilot program for calendar years 2020 and 2021. This program may continue beyond 2021 with the agreement of the Employer and the Unions participating in the program. Absence such agreement, the program shall automatically terminate December 31, 2021.

#### Section 6. Clinical/Career Progression for other areas

Following the launch of the Nursing Clinical Progression program pilot in January 2020, it is the intention of the parties to establish a joint labor management committee to study and discuss development of clinical/career progression for other job titles.

**Ratification Bonus:** In order to efflectuate the payment of the Ratification Bonus, the Employer agrees to take a "snap-shot" of all bargaining unit employees on the date the Contract is ratified. The employees will be designated as "Active" or "In-Active", which designation will determine the timing of the payment only. The eligibility and amounts are calculated based on what the employee's status was on the ratification date. Part-time employees working on a full-time basis under a signed MOU will receive the bonus as a full-time employee.

- Employees on DBL, WC, FMLA, NYPFL or a LOA for any reason, are eligible for the lump sum upon returning to work. HRIS will be processing this group as they return based on their status, annual hours and rate of pay on the date of ratification. HRIS will be looking for any who were on a leave as outlined above and have returned and working with payroll and the retirement team to process their payment in the next following regular biweekly payroll run.
- Upgrades will be effective at the ratification of the Agreement, and then the ratification bonus will be applied. The bonus will be paid within two (2) pay periods of ratification.
- Temporary employees are not entitled to the lump sum payments.
- The funds will be a separate paycheck unless the employee completed an option form for 100% less applicable taxes of the lump sum to go into the 403 (b). If the employee desires to defer from 1% to 90% to their 403 (b) they must follow the instructions on the Lincoln deferral form.
- For full time or part time employees on ratification date, the calculation is fairly straightforward: Annual hours on ratification date times hourly rate of pay on ratification times 4%. If \$1250.00 for full-time or \$750.00 for a part-time employee is higher than the 4% calculation, the employee will receive the higher amount.

#### Example

Annual		Hourly		Gross	Lump Sum Gross		
Hours		Rate		Salaries	Amount		
1950	X	\$33.79	=	\$ 65,890.50 X 4%	=	\$2,635.62	

For per diem employees, the calculation is based upon their FTE of .20 X 4% X base rate or \$750 whichever is greater.

The percent in which the lump sum is taxed is dictated by tax laws, not Kaleida and/or the payroll dept.

1	Agreement and Application	NC
2	Responsible Relationship	NC
5	Access to Premises for Union Representatives	NC
8	Probationary Period	NC
9	Categories of Employees	NC
10	Dual Status Employee	NC
11	Flex Employees	NC
12	Per Diem Employees	NC
13	Temporary Employees	NC
16	Weekend Work	NC
20	Shift Differential	NC
21	On Call Pay	NC
22	Call in Pay	NC
24	Recruitment, Incentive or Premium Pay Programs	NC
25	Overtime	NC
30	Dental Benefits	NC
32	Life Insurance	NC
38	Bereavement Leave	NC
41	Employee Assistance Program	NC
48	Travel	NC
49	Domestic Partner	NC
52	Multi-Site Float Pool	NC
54	Temporary Transfers	NC
56	Selling and Closure of Business	NC
57	Personnel Files	NC
58	Job Descriptions	NC
59	Scrub Apparel	NC
60	Uniforms	NC
61	Lounge and Lockers Facilities	NC
65	Resignations/Terminations	NC
68	Management Rights	NC
69	Employer Policies	NC
70	No Strike – No Lockout	NC
71	Successorship	NC
72	Committees	NC

75	Parking Committee	NC
76	Staffing and Productivity Committee	NC
77	Workforce Training and Retraining/Committee	NC
78	Access to Technology	NC
79	Savings Clause	NC
81	Multi-Site On – Call Procedure	NC
83	Union Membership	NC
84	Pharmacy Shift Rotation at the Buffalo General Hospital	NC
	and Millard Fillmore Hospital-Gates Circle	
85	Payroll Deduction of Union Dues	NC
86	Political Action Committee Deductions	NC
87	Labor Management Committee	NC
89	Security Technology	NC
90	Health Information Technology	NC
97	Non-Nursing Functions	NC
98	Non-Professional Functions	NC
99	Non-Technical Functions	NC
100	Temporary Positions	NC
101	Purchase of Business by Kaleida Health	NC
102	Parking	21-Jun
103	Drug Enforcement Administration (DEA) Numbers	13-Jun
104	Salaried Employees	NC
Letter	WCHOB V6 &V7	Remove
Letter	WCHOB Rotating Positions	Remove
Letter	Healthcare Related Joint Ventures	NC
Letter	Uniforms	NC
Letter	SEIU Upstate Regional Labor Man Project Fund	NC
Letter	Temporary Downsizing on a Holiday	NC
Letter	Temporary Downsizing Rotating Wheel	NC
Letter	Long term care needs list	NC
Letter	WCHOB OR and RR Rotating Shifts	NC
MOU 1	DMH/TCCS Life Insurance	NC
MOU2	RNFA's Millard Fillmore	NC
MOU2	Health Insurance Grandfathering	NC

MOU4	Operating Rm Ser Line Coord. BGM, DMH, and MFS	NC
MOU5	Holidays in the Operation Rm at WCHOB -RN / Tech	NC
MOU6	Red Circled Employees	NC
MOU7	Maintenance Employees Allowances (SEIU 1199 IUOE 17)	NC
MOU10	Special Projects - 1199 SEIU/IUOE Local 17	NC
MOU11	Rotating Positions	NC
MOU15	Contact Printing	NC
<b>MOU18</b>	Operating Room and Multi-Specialty Ser Line	NC
MOU24	WCHOB RN & Technical - ECMO Specialists	NC
MOU25	PTO Grandfathering	NC
MOU27	WCHOB Re-location to OCHOB	Remove
MOU29	Uniform Colors-LTC and Hospital Setting Nursing Units	NC
MOU31	WCHOB Flexible Employees	NC
<b>MOU32</b>	BGMC RN Self Staffed Closed Units	NC
<b>MOU33</b>	Vacant Position Tracking	NC
MOU34	DeGraff Social Workers	NC
MOU36	Flint Road: Endo-Diabetes Titles	NC