



# **Kaleida Health**

# **Tentative Agreement**

# **. 2019-2022**

# **Final Bargaining Report**

*Handout 2 of 2*

## CONTRACT ARTICLES WITH CHANGES

### ARTICLE 3. RECOGNITION

Updated language to reflect current Kaleida Sites, addresses and job titles. Also, sites that no longer exist were deleted. **[WAITING FOR LANGUAGE]**

### ARTICLE 4. NON-DISCRIMINATION

Neither the Employer nor the Union shall discriminate against an employee on the basis of age, race, creed, religion, color, national origin, sexual orientation, genetic characteristics, military status, sex, disability, **Union Activity** or marital status all as defined by State or Federal laws.

### ARTICLE 6. UNION REPRESENTATION

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 thirty (30) minutes **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.**

### ARTICLE 7. GRIEVANCE PROCEDURE

Section 6. Step 1: The grievance shall be presented in writing to the Head of the Department, or his/her designee for discussion with the Union Representative(s) and the grievant if the aggrieved employee is willing and able to attend. The discussion with the Head of the Department **or designee and the appropriate personnel to hear the grievance including but not limited to** the employee's immediate supervisor and the Human Resources site representative shall be held promptly after receipt of the written grievance and within seven (7) calendar days. The Head of the Department or designee's written answer shall be made available to the Union Representative within five (5) calendar days after the Step 1 discussion.

Step 2: If no mutually acceptable conclusion is reached in Step 1, the grievance shall then be presented, in writing, to the Director of Labor Relations, or designee, which individual shall handle second step grievances for all sites within ten (10) calendar days after the receipt by the Union Representative of the written answer derived from the Step 1 discussion. The matter shall be investigated and discussed at a meeting including the parties' representatives and normally, the aggrieved employee. This meeting shall take place within seven (7) calendar days of the request unless mutually waived. The Director of Labor Relations, or designee, **and the appropriate personnel to answer the grievance**, shall render a decision in writing to the appropriate Union Representative within fourteen (14) calendar days of the Step 2 discussion.

Section 7. b.) **Management will bring the appropriate personnel with decision making authority to the mediation sessions who have been part of the grievance process with the goal of coming to a decision that day.**

### ARTICLE 15. HOURS OF WORK AND WORK SCHEDULES

Section 9. **Filling of Open shifts on a Pre-Posted Schedule**

Section 10. a.) **Filling of Open shifts on a Posted Schedule**

b.) **Filling of Open Shifts that Occur After the Schedule is posted:**

**Shifts that become open after the schedule is posted, and are needed to be filled based on the staffing plan, will be posted on Kaleidoscope open shifts for seven (7) days. Shifts that have insufficient time to follow this process will be covered by Section 11 below. The shifts will be filled in the following**

order, 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:

- 1.) a part-time of full-time employee who has signed up on Kaleidascope for the unit and who can work extra hours without incurring overtime;
- 2.) a per diem employee who has signed up on Kaleidascope for the unit and who can work extra hours without incurring overtime;
- 3.) employees who have signed up on Kaleidascope for the unit and who will incur overtime in seniority order on a rotating basis within the time block.

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

#### ARTICLE 17. SHIFT ROTATION

~~Section 7. The current practice for shift rotation for the BGH RN and TCC bargaining units will be addressed in MOU #17 entitled Buffalo General Hospital RN and TCC Shift Rotation.~~

#### Article 18. TEMPORARY DOWNSIZING

Section 2. Floating (under Article 15, Section 11 (d)) may occur prior to downsizing only in instances of a PTU or same day intermittent FMLA. As stipulated under Article 19, Section 6, floating is also governed by **MOU #s \*\*\* and \*\*\*.**

Section 5. **j.) for clarification of the downsizing wheel for each of the Unions see Letter of Intent on page \_\_\_\_.**

#### ARTICLE 19. FLOATING

Section 2. Before floating occurs the process outlined in Article 15, Hours of Work and Work Schedules, Section 11 shall be followed. ~~Excluding long term care facilities and clinics, Employees floated to another unit/cost center under the provisions of this article shall be entitled to a two dollar per hour (\$2.00/hour) differential for all hours worked regardless of the number of hours floated. At HighPointe, any employee of the nursing staff floated to Delaware Park or Peds will be paid the \$2.00 differential.~~ **In addition, employees working in clinics shall receive a two dollar per hour (\$2.00/hour) differential if they are assigned to float outside the site (address).**

Section 6. The ~~WCHOB~~ **OCH** RNs, LPNs, NPs and PAs have a very detailed grid and are not required to float outside of the grid structure. The RNs at BGMC, MFS, and DMH, and Surgical Techs at BGMC will be governed by MOU # **30** Adult Site RN/Surgical Technologist Floating Grid. The grids can only be changed by the mutual consent of the Employer and the Union. The parties agree to continue with both the grid and the practice.

Section 7. Each unit will develop a list of ~~per diem employees and a list of~~ regular employees assigned to the unit, in inverse order of seniority, for the purpose of tracking employee floating. Once an employee has been floated to another unit and has started his/her work assignment, that shift will be credited to the employee and will be considered a floated shift.

Section 8. If floating is required, it will be done as follows:

~~d.) per diem employees will be floated next;~~

Section 13. An employee will be excused from floating on the date that floating is to occur when:

f.) ~~WCHOB~~ **OCH** RNs, LPNs, NPs and PAs who are required or volunteer to report to work early.

Any employee who transfers into a critical care area at ~~WCHOB~~ **OCH** without prior critical care competencies will not be required to float within the first six (6) months from the transfer date.

#### ARTICLE 26. PAID TIME OFF

Section 9. Time off without PTO accrued, also referred to as "No Benefit Time" or NOB is not permitted. **Employees will not be disciplined for NOB of one (1) hour or less.** Employees are responsible to keep track of their PTO time used and accrued.

Section 15. **Time off will be reported as follows:**

e.) **Employees who call off with an unscheduled absence (PTU), will not be permitted to pick up another shift for the same shift for which they called off.**

Section 16. Employee **Employees** covered by this Agreement may request up to **their** two (2) of his/her PTO days, detailed above, as personal leave (PL) days.

**For the time-periods inclusive of October 25 through November 1 and December 1 through December 31, one PL day per unit/department, per job title, per shift will be granted. In unit/departments with greater than 30 employees hired per shift, per job title, an additional PL day will be approved as per the examples below:**

For example:

- \* 1-30 employees hired per shift, per job title one (1) PL day will be granted per unit/department
- \* 31-60 employees hired per shift, per job title two (2) PL day will be granted per unit/department
- \* 61-90 employees hired per shift, per job title three (3) PL day will be granted per unit/department.

Per Diems will be counted and unless hired for a specific shift the number of per diem will be equally divided between the shifts with odd number going to the day shift.

A snapshot of the current employees hired per shift, per job title will be taken of each unit/department as of September 25<sup>th</sup> of each year. The snapshot will determine the number of PL days that will be allowed per shift, per job title.

Department managers may approve additional days at their discretion.

- c.) For the time-periods inclusive of October 25 through November 1 and December 1 through December 31, the granting of PL day will be on a first come, first serve basis. When two (2) of more requests are submitted on the same date, the highest seniority will govern.

Section 18. The new PTO plan year begins on the first day of the first pay period of the new calendar year and will be as follows:

- a.) December \_\_, 2019;
- b.) December \_\_, 2020;
- c.) December \_\_, 2021; and
- d.) December \_\_, 2022.

Section 24. Employees who have completed the probationary period may request PTO hours over and above the accrued balance in their PTO bank up to a maximum of forty (40) hours for full-time employees and to a maximum of twenty-four (24) hours for part-time employees. It is understood that utilization of negative PTO hours will only extend through the last full pay period of May of each calendar year **and will be as follows:**

- a.) May \_\_, 2020
- b.) May \_\_, 2021
- c.) May \_\_, 2022

Section 25. If an employee terminates employment for any reason, including retirement, all accrued, unused PTO and transitional bank time (**inclusive of shift differential**) shall be paid out in cash in the second pay period following termination. If the PTO bank is negative at the time of termination an amount equal to the employee's hourly pay rate at the time of termination, times the hours necessary to bring the bank back to zero will be withheld from the employee's last paycheck.

Section 26. Annually, at the close of the PTO plan year, the Employer will provide a listing of the ending PTO and ESB balances for each employee. Eligible employees will be offered several options for utilization of accrued PTO. There will be an automatic carryover of up to forty-eight (48) hours for full-time employees and thirty-six (36) hours for part-time employees. **Effective upon ratification of this agreement, employees will have the option to carryover an additional twenty-four (24) hours for full-time employees and twelve (12) hours for part-time employees.**

Section 27. Yearend PTO balances in excess of the required carryover amounts defined in Section 26 above, will be automatically bought out in cash based on the rate of pay in effect at the time (**inclusive of shift differential**) the payment is made in a separate paycheck and paid out in the last full pay period in February of each year. In the event the employee prefers not to take a cash buyout for the excess hours, the employee may elect one of the following options provided they notify the Employer on or before December 31 of each year.

Section 30. **Employees as of July 1<sup>st</sup> of the year, who have more than thirty-seven and one half (37.5) hours of unused PTO, may elect to have such additional PTO hours in excess of thirty-seven and one half (37.5) bought out under the following conditions:**

- a.) The employee must make such election no later than the last day of the first full pay period in July.
- b.) Any unused PL days for the PTO plan year will be the first bought out.  
Example: Any hours of PTO buyout up to your length of shift equals one (1) full PL day forfeited.
- c.) Payment will be at the employee's regular rate (inclusive of shift differential) and shall not count as time worked for overtime purposes.
- d.) This section shall not apply to school health employees.

**ARTICLE 27. PAID TIME OFF SCHEDULING**

**CWA BGMC/RN**

Section 7. PTO schedules for employees from other bargaining units, may not interfere with employees of this bargaining unit. Vacation schedules for management employees may not interfere with the scheduling of bargaining unit personnel. **The exception will be Advance Practice Practitioners. Where NPs and Pas work in the same unit, PTO will be approved jointly.**

**CWA BGMC/PROF**

Section 7. PTO schedules for employees from other bargaining units, may not interfere with employees of this bargaining unit. PTO schedules for management employees may not interfere with the scheduling of bargaining unit personnel. **The exception will be Advance Practice Practitioners. Where NPs and Pas work in the same unit, PTO will be approved jointly.**

**CWA DMH/RN**

Section 10. **Previously approved PTO will be redistributed as outlined below:**

- a.) When PTO becomes available due to employee give back, it will be redistributed per letter c.) below.
- b.) In the event PTO hours are to be redistributed due to New York State Disability\*, Workers' Compensation\*, Leave of Absence\*, and/or vacated positions, redistribution will be per letter c.) below. In these circumstances, the decision of management to redistribute those PTO hours will not be arbitrary.
- c.) Each unit will follow a process to ensure that employees previously denied PTO hours will have first choice to be granted those available PTO hours.

**After the above process has been completed, if there are remaining PTO hours available, they will be granted on a first come first serve basis.**

**\* For those employees out on New York State Disability, Workers' Compensation or Leave of Absence, the time will become available for redistribution as soon as it is reasonably known that the employee will not be returning prior to when the PTO is scheduled.**

Section 14. PTO schedules for employees from other bargaining units may not interfere with employees of this bargaining unit. PTO schedules for management employees may not interfere with the scheduling of bargaining unit personnel. **The exception will be Advance Practice Practitioners. Where NPs and Pas work in the same unit, PTO will be approved jointly.**

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**CWA DMH/TCCS**

Section 9. **Previously approved PTO will be redistributed as outlined below:**

- a.) When PTO becomes available due to employee give back, it will be redistributed per letter c.) below.
- b.) In the event PTO hours are to be redistributed due to New York State Disability\*, Workers' Compensation\*, Leave of Absence\*, and/or vacated positions, redistribution will be per letter c.) below. In these circumstances, the decision of management to redistribute those PTO hours will not be arbitrary.
- c.) Each unit will follow a process to ensure that employees previously denied PTO hours will have first choice to be granted those available PTO hours.

**After the above process has been completed, if there are remaining PTO hours available, they will be granted on a first come first serve basis.**

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#### **CWA MFH/RN**

##### **Section 6.**

PTO schedules for employees from other bargaining units, may not interfere with employees of this bargaining unit. Vacation schedules for management/non-union employees will not interfere with the scheduling of bargaining unit personnel. **The exception will be Advance Practice Practitioners. Where NPs and Pas work in the same unit, PTO will be approved jointly.**

##### **Section 7.**

Should an employee desire to change or rescind an approved vacation, the employee will submit the change at least thirty (30) days prior to the first day of the month in which the vacation is requested. Resulting availability of PTO days/week(s) will be posted immediately by the manager/supervisor for a period of two (2) weeks. Approval will be governed by seniority **to those employees who were previously denied PTO**. For the periods of June 15 through September 15 and December 20 through January 1, prime time vacation limits will apply.

- a.) In the event PTO hours are to be redistributed due to New York State Disability\*, Workers' Compensation\*, Leave of Absence\*, and/or vacated positions, redistribution will be per letter c.) below. In these circumstances, the decision of management to redistribute those PTO hours will not be arbitrary.**
- b.) Each unit will follow a process to ensure that employees previously denied PTO hours will have first choice to be granted those available PTO hours.**

It is understood that the employer/management may increase availability of PTO at any time as circumstances permit.

**\* For those employees out on New York State Disability, Workers' Compensation or Leave of Absence, the time will become available for redistribution as soon as it is reasonably known that the employee will not be returning prior to when the PTO is scheduled.**

#### **CWA MFH/PROF**

##### **Section 8.**

PTO schedules for employees from other bargaining units, may not interfere with employees of this bargaining unit. PTO schedules for management/non-union employees will not interfere with the scheduling of bargaining unit personnel. **The exception will be Advance Practice Practitioners. Where NPs and Pas work in the same unit, PTO will be approved jointly.**

#### **CWA MFH/TCC**

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Should an employee desire to change or rescind an approved vacation, the employee will submit the change at least thirty (30) days prior to the first day of the month in which the vacation is requested. Resulting availability of PTO days/week(s) will be posted immediately by the manager/supervisor for a period of two (2) weeks. Approval will be governed by seniority **to those employees who were previously denied PTO**. For the periods of June 15 through September 15 and December 20 through January 1, prime time vacation limits will apply.

- a.) In the event PTO hours are to be redistributed due to New York State Disability\*, Workers' Compensation\*, Leave of Absence\*, and/or vacated positions, redistribution will be per letter c.) below. In these circumstances, the decision of management to redistribute those PTO hours will not be arbitrary.**
- b.) Each unit will follow a process to ensure that employees previously denied PTO hours will have first choice to be granted those available PTO hours.**

It is understood that the employer/management may increase availability of PTO at any time as circumstances permit.

**\* For those employees out on New York State Disability, Workers' Compensation or Leave of Absence, the time will become available for redistribution as soon as it is reasonably known that the employee will not be returning prior to when the PTO is scheduled.**

#### **SEIU WCHOB RN/LPN**

##### **Section 1.**

PTO will be scheduled in compliance with employee preference subject to the needs of the Hospital. PTO schedules for employees from other bargaining units, may not interfere with employees of this bargaining unit **with the exception of Advanced Practice Practitioners (APP)**. Unit Management and non-union employees will not be included on the PTO schedule with the staff of the unit.

##### **Section 2.**

**When a transfer to another cost center or change in shift occurs, at the employee's request, approved vacation requests must be resubmitted. However, every attempt will be made to accommodate the employee's previously approved vacation schedule.**

##### **Section 8.**

**Calculating Employee's individual PTO**

**An individual's available PTO is calculated by the following formula:**

**Employee's annual hours x PTO hourly accrual rate = 100% of PTO**

accrual x 70% and x 50%. To convert to weeks, the hours are then divided by the employee's hour per week.

Example:

1872 annuals hours x .1731 = 324.04 hours

70% would be 226.83 hours ÷ 36 hours per week = 6.3 weeks

50% would be 162.02 hours ÷ 36 hours per week = 4.5 weeks

Calculating available slots

Based upon the PTO projection worksheet, by 70%, by shift, total the number of weeks in that column. Divide that total by 52 weeks. This will identify the number of full slots and weeks left over.

Example:

Total of 70% column for 1<sup>st</sup> shift = 140.58

140.58 ÷ 52 weeks = 2.70 (Therefore you would have 2 slots for 52 weeks in year)

140.58 – (52 x 2 = 104) = 36.58 weeks left over to be evenly spaced throughout the year (in this instance you round up to 37 left over weeks).

would

Section 9.

Following Article 74 – Job Security, Article 55 – Merger, Consolidation, Transfer or Establishment of Work within Kaleida Health of Article 56 – Selling and Closure of Business by Kaleida Health, an evaluation of PTO slots will occur when the staffing change by shift is 2.5 FTE's or greater due to deletion or creation as presented. Notification of the recalculation of PTO slots will be included in the presentation. Slots for the remaining PTO calendar will be recalculated and adjusted up or down to insure the proper PTO slots are available for the remainder of the PTO year. Approved PTO will not be denied due to the recalculation.

#### SEIU WCHOB PROFESSIONAL

Section 10.

PTO schedules for employees from other bargaining units, may not interfere with employees of this bargaining unit **with the exception of Advanced Practice Practitioners (APP)s**. PTO schedules for management employees may not interfere with the scheduling of bargaining unit personnel.

#### SEIU NURSE PRACTITIONER

Section 10.

PTO schedules for employees from other bargaining units, may not interfere with employees of this bargaining unit **with the exception of Advanced Practice Practitioners (APP)s**. Vacation schedules for management and non-union employees may not interfere with the scheduling of bargaining unit personnel.

#### SEIU WCHOB TECHNICAL

Prime time weeks are defined as:

Memorial Day to Labor Day

Week including Christmas Day and New Year's Day

The week before Easter and the week after Easter

#### ARTICLE 28.

##### FLEXIBLE BENEFIT PLAN

Section 9.

Should the Employer decide to change existing, add additional or change carriers related to voluntary benefit plans, the changes will be continued to be presented to the Unions at the Medical Awareness Committee prior to implementation.

Section 10.

The Employer agrees to include the SEBF Union Dental Plan in the Annual Open Enrollment as long as the SEBF Dental Plan is made available for enrollments, it being understood that this is not an Employer sponsored plan.

#### ARTICLE 29.

##### MEDICAL AND PRESCRIPTION DRUG BENEFITS

Section 16.

The medical plans will contain as of January 1, 2020, new voluntary case management services targeted to assist and support chronic illnesses. The programs are:

- a.) Rx Clinical Diabetes Program
- b.) BCBS Back Pain Management Program
- c.) US RxCare Drug Administration

#### ARTICLE 31.

##### HOSPITAL DISCOUNTS

Section 1.

All eligible employees and their dependents will be provided a health services discount by the Employer. The family First Program provides discounts to eligible Kaleida employees who are enrolled in the Kaleida Health Premium or Align medical insurance plans or enrolled in COBRA for the same plans. The Family First Program will also extend to dependents covered on a Kaleida Health employee's family coverage under the plans names above. The eligible employee and covered dependents must be listed on the medical insurance membership card.

- a.) Subject to the requirement of enrollment in the Kaleida Health medical Insurance plans named above. Eligible employees will be defined as all full-time, part-time and per diem, current active, including those on approved leave of absence, who have completed their probationary period. Physicians on the Kaleida

payroll who are classified as full-time, part-time are eligible on the date of hire. Temporary Employees are not eligible. All access to discounts will end at the **time the employee is no longer eligible.**

- b.) **Subject to the requirement of enrollment in the Kaleida Health medical insurance plans named above:** Eligible family members include spouse and dependent children (including stepchildren).

Section 5. Employee discounts will be processed as outlined below:

- a.) The employee and/or eligible **family member will be notified by their participation in the Kaleida Health Premium or Align medical insurance plans.** dependent should present his/her Family First ID card to the Patient Registration Representative at the time of registration notifying the representative that he/she is a Kaleida Health employee or dependent of a Kaleida Health employee;
- b.) ~~if the employee and/or eligible dependent does not inform the Patient Registration Representative that he/she is a Kaleida Health employee or dependent, the employee must complete an employee discount request form and present it to the Cashier's Office with a copy of the bill~~ The Cash Posting Department captures all accounts with the **eligible** employee indicator. The Cash Posting Representative will calculate the discount and enter an adjustment for the appropriate amount on the patient account. **All eligibility for discounts will be determined by the Revenue Cycle Department.**

#### ARTICLE 31. HOSPITAL DISCOUNTS

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- 1.) **Subject to the requirement of enrollment in the Kaleida Health medical insurance plans named above.** Eligible employees will be defined as all full-time, part-time and per diem, current active, including those on approved leave of absence, who have completed their probationary period. Physicians on the Kaleida payroll who are classified as full-time, part-time are eligible on the date of hire. Temporary Employees are not eligible. All access to discounts will end at the **time the employee is no longer eligible.**
- 2.) **Subject to the requirement of enrollment in the Kaleida Health medical insurance plans named above:** Eligible family members include spouse and dependent children (including stepchildren).

Section 5. Employee discounts will be processed as outlined below:

- a.) The employee and/or eligible **family member will be notified by their participation in the Kaleida Health Premium or Align medical insurance plans.** dependent should present his/her Family First ID card to the Patient Registration Representative at the time of registration notifying the representative that he/she is a Kaleida Health employee or dependent of a Kaleida Health employee;
- b.) ~~if the employee and/or eligible dependent does not inform the Patient Registration Representative that he/she is a Kaleida Health employee or dependent, the employee must complete an employee discount request form and present it to the Cashier's Office with a copy of the bill~~ The Cash Posting Department captures all accounts with the **eligible** employee indicator. The Cash Posting Representative will calculate the discount and enter an adjustment for the appropriate amount on the patient account. **All eligibility for discounts will be determined by the Revenue Cycle Department.**

#### ARTICLE 33. RETIREMENT PLAN

Section 7. SEIU 1199 Regional Pension Plan:

Years of Service	Contribution Amount
Employees in Sec. 1 d) above hired after ratification <b>July 13, 2016 to January 1, 2020</b>	1.25% of Compensation
<del>All Employees hired after 12/31/08 in Sec. 1, (a) (b) (c)</del> <b>Employees in Sec. 1 d) and new hires after January 1, 2020</b>	3% of Compensation
Employees hired prior to 1/1/09 with less than 25 years of service	4.5% of Compensation eff. 1/1/2015
Employees with 25 years of service or greater*	5% of Compensation

\* Years of service are determined as of 12/31 of the previous year.

Section 8. ~~The Employer agrees to contribute \$2.39 per hour based on all hours worked per employee to the IUOE Central Pension Fund until May 31, 2017. Effective June 1, 2017, the Employer will contribute \$2.45 per hour based upon all hours worked per employee to the IUOE Central Pension Fund. Effective June 1, 2018, the Employer will contribute \$2.51 per hour based on all hours worked per employee to the IUOE Central Pension Fund.~~



The Employer agrees to contribute to IUOE Central Pension Fund:

- Section 11. a.) Effective June 1, 2018: \$2.51 per hour based on all hours worked per employee  
b.) Effective January 1, 2020: \$2.76 per hour based on all hours paid per employee  
c.) Effective January 1, 2021: \$3.01 per hour based on all hours paid per employee  
d.) Effective January 1, 2022: \$3.26 per hour based on all hours paid per employee  
b.) Effective the first pay period of 2020, Kaleida Health will match up to fifty percent (50%) for the first six percent (6%) of qualified earnings an employee contributes to the plan.
- Section 12. Effective with the first pay period following January 2, 2021, the Cash Balance Formula of the Kaleida Health Pension Growth Plan will be amended for all eligible participants as follows:
- 1.) Amend pay credits as follows:
- Three and one half percent (3.5%) of pay for employees with one (1) to four (4) years of service; and
  - Four and one half percent (4.5%) of pay for employees with five (5) to nine (9) years of service; and
  - Five and one half percent (5.5%) of pay for employees with ten (10) or more years of service.

#### ARTICLE 34. TRANSITIONAL RETURN TO WORK PROGRAM

- Section 2. a.) Based on the medical documentation provided or medical documentation obtained by the ~~disability/workers' compensation adjuster~~ or the Integrated Absence Specialist, the Employer may request a return to work physical or Fit for Duty Exam (FFDE).  
c.) ~~When an employee on disability or workers' compensation leave is ready to return to work, the disability/workers' compensation adjuster will determine in conjunction with the employee's attending physician, specific restrictions or diminished work capabilities, stated in a way that the specific accommodations can be made. The disability/workers' compensation adjuster will contact the Integrated Absence Specialist to provide them with the information needed to arrange for a return to work, including the employee's work restrictions and the duration of the restrictions. An Employee's return to work will be coordinated by the Employer (Integrated Absence Specialist) and the Employee's attending physician to establish restrictions or diminished work capabilities, as part of the Employee's return to work. The Integrated Absence Specialist will be provided with the information needed to arrange for a return to work, including the employee's work restrictions and the duration of the restrictions. The procedure in Section 5 will be used in the event of a dispute between the Employer and the Employee's physician.~~  
e.) Assignment to a transitional duty position will be at the employee's current base rate of pay, ~~and~~ category of employment **and shift (days, evenings, nights {if available})**, in a corporate priority project, site priority project, in the employee's home department, or in other departments at the employee's site as determined by the Corporate Integrated Absence Specialist. **An employee may choose to drop shift as a requirement for placement in a transitional work assignment.**
- Section 3. An employee on transitional duty will not be used to cover a vacant position unless the employee is released to perform all of the assigned duties of that position. Employees in transitional duty assignments pursuant to the provisions of this Article shall not be counted or considered in the staffing grids for a department, unless the transitional duty employee is able to perform the full scope of the work. **The Employer must continue to try to recruit for the vacant position in which the Transitional Duty Employee is working.**
- Section 4. The Employer will maintain a record of transitional duty assignments. The record will be reviewed each year in January, March, June, and September as an agenda item on the ~~Oversight~~ **Medical Plan Awareness** Committee agenda. Recommendations to improve and/or modify the program will be made by the committee.
- Section 5. If there is a disagreement between the employee's attending physician and the ~~Employee Health Department and/or an Independent Medical Examiner~~ **Employer** in regard to ability to return to work under a transitional duty assignment the parties agree to the selection of an independent third party review that will be considered a final and binding medical determination as to the employee's ability to return to work under the provisions of this Article.

#### ARTICLE 35. LEAVE OF ABSENCE

- Section 1. A leave of absence without pay may be granted to all full-time and part-time employees covered by this agreement after one (1) year of continuous employment for the following reasons:
- compelling personal;
  - ~~educational purposes~~ **extended personal illness leave following worker compensation and/or disability;**
  - educational leave;**
  - ~~extended personal illness~~ **union business leave;**
  - Union Family Leave
  - Family and Medical Leave Act (FMLA per statute); and
  - New York Paid Family Leave (PFL per statute).**

- Section 3. An employee's application for a leave of absence must be made in writing to their supervisor, and except cases of emergency (**See Section 4.**), must be submitted at least thirty (30) calendar days in advance of the date the leave is requested to begin and a response will be provided to the employee within seven (7) calendar days. The request must include the beginning and ending dates of the leave being requested. If the request is granted it shall be the employee's responsibility to arrange for coverage of the cost of any employee benefit programs they wish to continue during the leave of absence. The Employer will not contribute toward the cost of any employee benefit program other than basic life insurance while an employee is on a leave of absence, with the exception of a leave of absence under the FMLA **and/or PFL** (see Section 8 below **Section 13. for FMLA and/or Section 16. for PFL**). Failure to make such arrangements with the Corporate Benefits Department will be cause for the Employer to terminate the benefits during the leave of absence.
- Section 4. **Emergency leaves of absence: Eligible Employees** will be granted an **unpaid emergency leave of absence** upon request in the following circumstances:
- a.) to pregnant employees where there is a potential threat to the employee's pregnancy;
  - b.) serious illness or injury of an immediate family member, domestic partner or dependent; and
  - c.) for a death in the immediate family, including domestic partner.
- Section 5. **Extended Personal Illness following Workers Compensation and/or Disability:** Leaves of absence will be granted automatically to eligible employees in the case of a workers' compensation of disability dispute; however granting of the leave is contingent upon certification of workers' compensation or disability. An employee requesting a leave of absence for extended personal illness will be entitled to one leave of absence no longer than six (6) months in duration. Upon return to work from such leave, the employee will be returned to a position of equal rank and status if such a position is available. Every reasonable effort will be made for an employee to return to the position held when the leave began. If there is no such position, the employee would then be placed on layoff status.
- Section 6. **Educational Leave of Absence: Eligible employees who request, with proper verification, will not be arbitrarily denied an educational leave of absence provided that the leave is for an educational program intended to advance the employee's career at Kaleida Health. Proper verification includes identification of the educational institute, verified course or program, with confirmed dates of courses and/or clinical dates. When granted, it is understood that the unpaid leave is limited to the dates of courses and/or clinic dates, if applicable. The employee is expected to return to work immediately after completion of the designated leave.**
- Section 8. The granting of a leave of absence will protect the employee's hire date for all purposes for which a hire date is used. If an employee returns from a leave of absence **other than FMLA, PFL or Union Family Leave** within ninety (90) days, ~~or up to a semester for an educational leave~~ **or for the duration of the approved educational leave**, from the effective date of the leave, then ~~he/she the employee~~ **the employee** will be returned to his/her original position. **An employee returning from a leave of absence should contact his/her department head and Human Resources at least seven (7) calendar days prior to the expected return date to be placed back on the schedule.**
- If an employee returns after ninety (90) days, or up to a semester for an educational leave **from an approved leave of absence or the completion of and educational leave**, from the effective date of the leave, then ~~he/she the employee~~ **the employee** will be returned to a position of equal rank and status if such a position is available.
- Section 10. Failure to return to work on the first work day following expiration of a leave of absence or an extension thereof, will be considered as a voluntary termination of employment, ~~period for which the employee is receiving New York State Disability benefits.~~
- Section 12. Union Family Leave
- a.) **(4) Any qualifying exigency (urgent need/demand) arising out of the fact that the spouse, son, daughter, parent, of the employee is on active duty (or has been notified of an impending call or order to active duty) in the armed forces in support of a contingency operation.**
- Section 13. Family and Medical Leave Act (FMLA)
- a.) **(4) Any qualifying exigency (urgent need/demand) arising out of the fact that the spouse, son, daughter, parent, of the employee is on active duty (or has been notified of an impending call or order to active duty) in the armed forces in support of a contingency operation.**
- Section 16. **New York State Paid Family Leave:**
- a.) **The Employer shall comply with the New York State Paid Family Leave Act (PFL) which provides for certain insured wage benefits in case of an employee leave of absence: (i) to care for a family member with a serious health condition, (ii) to bond with a child after birth or placement for adoption or foster care within the first (12) months after the birth or placement, or (iii) because of any qualifying exigency arising from the fact that an employee's spouse, domestic partner, child or parent is on active duty (or has been notified of impending call or order to active duty) in the armed forces of the United States, the insurance premiums shall be paid by way of a deduction from pay, the amount of which shall be determined in accordance with the PFL.**

	<p>b.) Family member is defined for the PFL as a spouse, domestic partner, parent, child, parent in-law, grandparents or grandchild.</p> <p>c.) The Employer shall maintain a policy in accordance with the PFL.</p>
Section 17.	Information/data on Leave(s) of Absence, approved and denied, will be presented on a monthly basis at the Site-Staffing Committee (at DeGraff Memorial Hospital Job Security/Labor Management Meeting; Business Office Clerical Labor Management Committee).
<b>ARTICLE 39.</b>	<b>DISABILITY</b>
Section 7.	<p>c.) If the employee has any restrictions on regular duties, or with his/her regular hours of work, the employee's manager <b>Integrated Absence</b> will be notified and <b>will work with</b> the manager <del>will</del> to view the employee's return to work in conjunction with Article 34, Transitional Return to Work Program, with the Americans with Disabilities Act (ADA), or with the Family and Medical Leave Act (FMLA).</p>
<b>ARTICLE 40.</b>	<b>WORKERS' COMPENSATION</b>
Section 2.	<p>a.) An employee must be under the care of a health care provider who certifies that the employee is unable to work due to an injury or illness that did arise out of or in the course of employment. The employee will be required to report to the Corporate Employee Health office for an evaluation as soon as practical with a target of three (3) business days from the occurrence leading to the work related injury/illness, <b>it being understood that such evaluation will not be part of the process for reporting a Worker Compensation claim to the Worker Compensation carrier. If the employee has his/her own provider for the Workers' Compensation injury/illness, then Employee Health will not be considered the treating physician.</b></p> <p>c.) The employee must notify his/her manager <b>or designee</b> as soon as possible if his/her injury is disabling and he/she is unable to work. The manager will report the claim to the Integrated Absence Department; within <del>forty-eight (48) hours</del> <b>one (1) business day (Monday – Friday)</b> from when the claim is reported. The Integrated Absence Specialist will review and submit the claim to the Workers' Compensation carrier, who will send the employee a workers' compensation claim package.</p> <p><b>Changes proposed to Section 10 (g) to be moved to a new Section 11 for clarifications purposes and coordination with Article 34.</b></p>
Section 11.	If there is a disagreement between the employee's attending physician and the <del>Employer Health Department and/or an Independent Medical Examiner</del> , in regard to ability to <del>the employee's return to work under a transitional duty assignment</del> the parties agree to the selection of an independent third party review that will be considered a final and binding medical determination as to the employees ability to return to work under the provisions of this Article.
<b>ARTICLE 43.</b>	<b>1199/LEAGUE TRAINING AND UPGRADING FUND</b>
Section 1.	<del>a.) The Employer shall contribute monthly to the Training Fund an amount equal to one-half per cent (1/2%) of the gross payroll of the Employer's SEIU bargaining unit employees for the preceding month, exclusive of amount earned by the employees during the first two (2) months following the beginning of their employment. The monthly contributions shall be due by the last business day of each month and the amount of each monthly payment shall be based on the previous month's payroll.</del>
Section 2.	Effective June 1, 2021, the Employer shall contribute monthly to the Training Fund an amount equal to three quarters per cent (3/4%) of the gross payroll of all of the CWA bargaining unit employees covered under this agreement for the preceding month, exclusive of amount earned by the employees during the first two (2) months following the beginning of their employment. The monthly contributions shall be due by the last business day of each month and the amount of each monthly payment shall be based on the previous month's payroll. It is understood that, subject to the terms of the fund, the employees in the CWA bargaining units shall be entitled to all of the benefits from the training fund, that are available to the SEIU represented employees.
<b>ARTICLE 44.</b>	<b>CWA CONTINUING EDUCATION PROGRAM</b>
	The following Sections 1. and 2. shall only be applicable through May 31, 2021.
Section 3.	Effect May 31, 2021, the above provisions of Sections 1. And 2. Of this article shall no longer be applicable and shall no longer be part of this Agreement.
<b>ARTICLE 45.</b>	<b>IUOE TRAINING FUND</b>
Section 2:	The Employer shall contribute %.05 per hour, per employee, on all hours paid up to a maximum of 2080 hours per year into the IUOE National Training Fund. The Employer shall pay each employee up to five (5) days wages per year, for the purpose of training.
<b>ARTICLE 46.</b>	<b>NURSING PRECEPTOR PROGRAM</b>

**Section 6.** All Nurse Practitioner students seeking clinical placement at KH in completion of their program will contact the KH Clinical Education Department for potential placement. Current KH employees will be prioritized for placement. The School Based Health Centers will be included as a site for Nurse Practitioner students.

**ARTICLE 47. TRAINING PROGRAM**

**Section 2.** Excluding Lead and Senior positions whose job descriptions include training responsibilities, individuals assigned to train new or current employees that transfer into a new position or require new or additional training will be designated Trainers. **All efforts will be made to have the same title training the new employee.** They must complete the Training Program and have their training competencies validated by their manager. The decision to develop an employee in the trainer role is one that is mutually agreed upon by the employee and the manager.

**ARTICLE 50. SENIORITY**

**Section 2.** 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 ~~benefits~~ **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 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 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.**

**ARTICLE 51. LAYOFF AND RECALL**  
**SEIU**

**ARTICLE 53. JOB BIDDING AND TRANSFERS**

**Section 1.**

e.) Employees may not be accepted for posted positions until they have completed twelve (12) months of employment **following probation, inclusive of orientation**, except for a position which is at a higher pay grade to which they may be accepted after ninety (90) days of employment. In addition, an employee who has transferred to a position must remain in that position for twelve (12) months before applying for another posted position. Except that an employee may apply for a posted position which is at a higher pay grade without regard to the twelve (12) month limits above. This paragraph shall not apply to intra cost center shift change or intra cost center status changes.

**Section 2.** c.) Any employee who applies for a position within the bargaining unit after the seven (7) day posting period, but within ~~twenty-one (21) thirty (30)~~ days of the position posting and provided the position has not been offered, will be awarded the position before an external applicant, provided the internal candidate meets all of the qualifications for hiring into that position.

h.) 1.) If an employee accepts an offer to transfer to a new position, he/she is not eligible to continue bidding on other positions. In the event that an employee subsequently chooses to decline the position they have accepted, they will be ineligible to bid on any other positions, **except for a promotion**, for six (6) months from the date of acceptance. A successful bidder who exercises his/her rights to return to their original job within thirty (30) day trial period will not be eligible to bid on another position for twelve (12) months from the date of the original transfer. **This paragraph shall not apply to intra-cost center shift change or intra cost center status changes.**

- Section 3. A qualified applicant shall be defined as an employee **in good standing**, who possesses the entry level qualifications in the job description and is able to do the work when required. **Good standing will be defined as compliance with the annual health assessment and corporate annual review as required by job title**, ability to do the work and documented performance, inclusive of disciplinary record, may be considered when awarding a position. A verbal warning will not preclude an employee from being a successful bidder. The Employer will notify all applicants of the result of their bid in a timely manner not to exceed two (2) weeks from the date the position is awarded.
- Section 4. A successful bidder shall be required to serve a thirty (30) calendar day trial period exclusive of any classroom training required, **either the employer of the employee may request up to a fifteen (15) day extension prior to the end of the thirty (30) day trial**. At the midpoint of the trial period the employee shall be evaluated and given written notification if a problem exists. During the trial period, the employee will be returned to his/her original position if the employee elects to be returned or the Employer finds the employee is unsatisfactory in the new position.
- ~~Section 7. All employees hired into the HighPointe or DeGraff Long Term Care facility after the effective date of this Agreement may not be accepted for any posted positions, including promotional positions, until they have completed twenty-four (24) months of employment. This paragraph shall not apply to intra-facility shift changes or intra-facility status changes or promotion within LTC. If a person acquires a license in a higher title than they currently work and there are no available positions within LTC, then the above restriction will be waived.~~
- ARTICLE 55. MERGER, CONSOLIDATION, TRANSFER OR ESTABLISHMENT OF WORK WITHIN KALEIDA HEALTH**
- Section 2. i.) For the purpose of applying the terms agreed to under this Article, the phrase “affected employee” shall be defined as an employee that works in a unit/department targeted for merger, consolidation, transfer or establishment of work within Kaleida Health, I the job title, category of employment, shift and site(s) targeted. This definition will apply in a full or partial consolidation.
- Section 11. Recall From Lay-off:  
a.) ~~Recall to OB:BGH employees who chose to exercise their rights to stay at BGH do not have recall or displacement right to OB at WCHOB. Their names will be retained on the original list of all affected employees for at least two years, for future reference.~~
- ARTICLE 60. UNIFORMS**
- Section 1. The Employer or the Sub-Contractor will continue the current practices with respect to wash-up time as well as the provision of uniforms, smocks, and inclement weather gear. **The provision of uniforms as agreed to as a current practice includes employees in the following job/titles:**
- a.) DMH: Environmental Service Aide, Cook, Cook Assistant, Grill Cooks, Hospitality Associates, Receiving Clerk Dietary, Nutritional Service Worker, Material Handlers.
  - b.) BGMC/HighPointe: Environmental Service Aide, Cook, Cook Assistant, Grill Cooks, Hospitality Associates, Receiving Clerk Dietary, Nutritional Service Worker, Materials Handlers, Drivers, Groundskeeper, PSA in Transport.
  - c.) MFSH/Flint Road: PCAs, Environmental Service Aide, Cook, Cook Assistant, Grill Cooks, Hospitality Associates, Receiving Clerk Dietary, Nutritional Service Worker, Materials Handlers, Couriers, Skilled Maintenance, PSA in Transport.
  - d.) OCH: Environmental Service Aide, Cook, Grill Cooks, Hospitality Associates, Nutritional Service Worker, Materials Handlers, Skilled Maintenance.
- Section 2. In addition to the job titles/sites outlined in Section 1. above, the Employer will provide uniforms to the following employees:
- a.) BGMC: MAs, CMAs, PCAs, NA;
  - b.) DMH: PCAs, MAs;
  - c.) OCH: MAs, NAs, CMAs
  - d.) OCH: Neonatal Transport Team NP/PA, Neonatal Transport Respiratory Therapist (RT), STAT Team RN & STAT Team Respiratory Therapist – will be provided initially when joining the team 3 Scrub tops for Full Time and 2 Scrub tops for Part Time. Additionally they will be provided with a Flight Suit & Winter Jacket as needed & determined. Annually there will be a review by the Employer of what is needed for the team.
- Section 3. In accordance with ~~current practice~~, the distribution of the uniforms referred to in Section 1. and 2. above for ~~employees currently receiving uniforms will be completed each year on the employee’s anniversary date. For the year 2013 employees will receive uniforms on their anniversary date or within nine (9) months of the anniversary date.~~
- Section 4. ~~In accordance with current practice for employees receiving uniforms, All full time employees currently receiving pants and shirts will receive five (5) pants and five (5) shirts. All part time employees will receive three (3) pants and three (3) shirts.~~

**ARTICLE 62. PROGRESSIVE DISCIPLINE AND REMEDIATION**

Section 1. **The Employer will not use anecdotal notes or counselings that are more than twelve (12) months old to progress discipline.**

**ARTICLE 63. TIME AND ATTENDANCE**

Section 1. All **non per-diem** employees are required to notify their department two (2) hours in advance of their scheduled shift if they are not going to report to work or if they know they will be reporting late. **Per-Diem employees must notify the Department four (4) hours in advance per Article \_\_\_\_\_ Per-Diem employee's section \_\_\_\_\_.**

Section 2. The following procedure will apply to employees who are absent from work. In applying the penalties set forth below, it is understood that every employee is allowed six (6) unscheduled absences per calendar year (~~January~~ **June 1 through December May 31**) without penalty unless the employee has already received a verbal warning for violation of this policy.

**Effective upon ratification of this Agreement, the new attendance year will be June 1 through May 31. For purposes of transition to the new attendance year employees who have 6 or fewer days of absences from January 1, 2019 through the date of ratification of the Agreement, ("Attendance Year") shall have a clean slate, and employees with greater than 6 days of absence at the date of ratification & in discipline shall have their discipline rolled back one step, to the prior discipline and date of that occurrence. Those who may have had a suspension will be rolled back to a written warning but will not be paid for that day of suspension for purposes of this transition.**

- b.) If there are no additional unscheduled absences in this twelve (12) month period, the employee will be allowed to utilize a pro-rated number of unscheduled absences for the remainder of that ~~calendar~~ **Attendance Year** without penalty (the verbal warning will be given after day seven [7] and before day eight [8]), **as per proration of absences schedule, outlined in Section 3. below.**
- c.) If there are no additional unscheduled absences in this twelve (12) month period, the employee will be allowed to utilize a pro-rated number of unscheduled absences for the remainder of that ~~calendar~~ **attendance Year** without penalty, **as per proration of absences schedule, outlined in Section 3. below.**
- d.) If there are no additional unscheduled absences in this twelve (12) month period, the employee will be allowed to utilize a pro-rated number of unscheduled absences for the remainder of that attendance year without penalty, **as per proration of absences schedule, outlined in Section 3. below.**

**Section 3. Pro Ration of Absences Schedule for the remainder of the Attendance Year:**

- a.) **Discipline expires 6/1 through 8/12 allow 5 unscheduled absences without penalty;**
- b.) **Discipline expires 8/13 through 10/24 allow 4 unscheduled absences without penalty;**
- c.) **Discipline expires 10/25 through 1/5 allow 3 unscheduled absences without penalty;**
- d.) **Discipline expires 1/6 through 3/18 allow 2 unscheduled absences without penalty;**
- e.) **Discipline expires 3/19 through 5/31 allow 1 unscheduled without penalty.**

**Section 4.**

- g.) absences covered by the Family Medical Leave Act (**FMLA**) or Paid Family Leave (**PFL**);
- i.) for absences as follows:
  - 4.) **Is banned or absent from working as a result of infection control illness as defined by Employee Health Policy EH 10 – Corporate Employee Health Infection Control and in addition lab confirmed cases of Influenza which do not qualify for FMLA or Disability. such as, but not limited to instances which have been contracted at work such as pink eye, scabies, chicken pox, etc.**

**Section 7. If an employee is tardy for more than thirty (30) minutes and no longer needed on their unit they may be floated to an area where needed (inclusive of clinics).**

**ARTICLE 64. ATTENDANCE BONUS**

Section 4. A part-time employee who maintains a perfect attendance record during an eligibility period shall receive one hundred fifty dollars (\$150.00) payable in the third (3<sup>rd</sup>) paycheck following the eligibility period, **regardless if they are still an active employee.**

**ARTICLE 67. CONTRACTING OUT WORK**

Section 3. A report will be presented at the bi-weekly Oversight Committee meetings on any work that is normally and customarily performed by the bargaining unit, which is being performed by a contractor.

**ARTICLE 73. HEALTH AND SAFETY COMMITTEE**

**Section 5.**

- d.) Site Health and Safety Committees will include: Buffalo General Medical Center, HighPointe Nursing Facility, ~~Women and Children's Hospital~~ **Oshei Children's Hospital**, Millard Fillmore Suburban **Hospital**, DeGraff Memorial Hospital, and Center for Laboratory Medicine. Other site committees may be formed as deemed necessary.

~~Section 12. In addition to the Laser Safety and Ergonomic sub-committees, the Employer agrees to form a multi-disciplinary sub-committee to address Workplace Violence. The Employer and the Union agree that health care workers are at a greater risk to experience threats, physical assaults or muggings, than other workers. In an effort to minimize that risk and increase the well-being of employees the sub-committee will investigate and report on:~~

- ~~a.) employees who are most at risk of violence;~~
- ~~b.) where in the hospital violence is most likely to occur;~~
- ~~c.) risks specific to those employees who provide home care services;~~
- ~~d.) the effects of violence on workers;~~
- ~~e.) the risk factors for violence;~~
- ~~f.) prevention strategies;~~
- ~~g.) the consequences of violence; and~~
- ~~h.) Kaleida Health's existing programs and policies.~~

**Section 13. For language related to the Workplace Violence Committee, See New Article \_\_\_\_, Workplace Violence.**

#### **ARTICLE 74. JOB SECURITY/COMMITTEE**

Section 3.

**The Employer will notify the Unions with as much notice as possible but no less than twenty (20) days prior to implementation for any action listed in this section. The Employer will be allowed to move forward with changes prior to the twenty (20) days with mutual agreement of the Union.**

#### **ARTICLE 80. SCHOOL HEALTH SERVICES EMPLOYEES**

Section 1.

- ~~b.) School Nurse Program throughout the BPS district and designated non-public schools (District Nurse Program).~~

~~Section 3. School Health Services employees assigned to float positions will get their daily assignments by 6:30 AM. Float Ambulatory Care Nurse positions within the School nurse Program will be posted designating the position as being able to be reassigned to multiple sites as needed within the BPS District as defined in Section 1, b.) of this Article. These positions would be eligible to receive the Float Pool differential as identified in the Master Agreement, Appendix D, Registered Nurse Salaries. The two current Ambulatory Care Nurses will be grandfathered into these Float Ambulatory Care Nurse positions as defined in the "Letter of Agreement."~~

~~Section 4. During the winter break (Christmas), as per Buffalo Public and Non-Public School calendar, all employees will be required to use PTO, if an employee does not have PTO to cover those days the employee shall not be required to use negative PTO and will have the option to work in the hospital without incurring OT or take an excused absence without accruing PTO.~~

~~Section 5. a.) Staff assigned in float positions as identified in Section 3 of this Article will be offered the opportunity to downsize first, based on seniority.~~

~~Section 6. a.) Management will determine the number of full or part-time staff, NP/RN/LPN/MA/SW needed to ensure adequate BPS coverage. Summer school has limited needs and it is likely that all assignments will be part-time, less than 7.5 hours per day as determined by the BPS but not less than 4 hours. Employees will be allowed to use PTO to make a full 7.5 hour day.~~

~~b.) Opportunities to work will be offered in order of seniority with respect to the appropriate skill mix NP/RN/LPN/MA/SW.~~

#### **ARTICLE 82. HOLIDAYS**

**For All CWA, IUOE and SEIU BU's**

**Except WCHOB RN/LPN and Professionals**

~~Section 1. a.) 2.) Exception 1: The New Year's Day holiday premium will be paid when the majority of hours worked falls within the twenty-four (24) hour period beginning at 6:00 pm on December 31<sup>st</sup> including 11 am – 7 pm shift.~~

**FOR ALL CWA BARGAINING UNITS;**

**Section 1. If an employee is downsized on a holiday, that occurrence will not be counted on the downsizing wheel for the department.**

**FOR WCHOB RN/LPN**

**Section 1. a.) 2.) Exception 1: The New Year's Day holiday premium will be paid when the majority of hours worked falls within the twenty-four (24) hour period beginning at 6:00 pm on December 31<sup>st</sup> including 11 am – 7 pm shift.**

**For WCHOB Professional Bargaining Unit:**

**Section 1. a.) 2.) Exception 1: The New Year's Day holiday premium will be paid when the majority of hours worked falls within the twenty-four (24) hour period beginning at 6:00 pm on December 31<sup>st</sup> including 11 am – 7 pm shift.**

**ARTICLE 91.**

Section 8.

**FLOAT POOL EMPLOYEES**

- a.) 1.) Critical Care Float Pools:
  - (a.) ER, PICU, NICU;
  - (b.) ER, ICU;
  - (c.) PICU, NICU;
- 2.) ~~Surgical Services Float Pool B (MPA, PACU, OR Holding Area);~~
- 3.) ~~Surgical Services Float Pool C (OR, MPA, PACU).~~
- e.) ~~Float pool employees assigned to work in the OR holding area and V4/MPA will not be blended in seniority of those units for the purpose of downsizing.~~

**ARTICLE 92.**

Section 1.

**CHARGE NURSE**

- f.) evaluation by the manager of charge competencies, **which will be based on the charge nurse competency assessment tool and daily charge check list** (where deficiencies are identified the RN or LPN in SNF) will be offered retraining).

Section 2.

The charge nurse assignment will be rotated **on an even basis**, evenly among all qualified/competent and trained nurses. **In order to facilitate** continuity of patient care and consistency ~~and consistency of assigning~~ consecutive days of charge **may be assigned.** ~~will be taken into account.~~

**ARTICLE 93.**

Section 1.

**HOURS OF WORK – CLERICAL EMPLOYEES**

Any employee, who holds a job title included within Appendix A Clerical Employees Salaries within the Master Agreement, may take work time off with the agreement and supervisor's approval, **provided (i) the employee gives 24 hours advanced notice, and (ii) in advanced with the understanding that** the time will be "made up" within the same week or not made up at all. **Make up time must be approved by the supervisor and will be part of the approved schedule.** Any "made up" time must be worked by the employee before or after their normal work day. **It is understood that the employee will not be entitled to a shift differential, unless the employee normally receives a shift differential.** This time will be limited to four (4) hours in any week. Any additional time approved off must be taken as PTO.

**ARTICLE 94.**

Section 3.

**EXTENDED SHIFTS**

The following current, full-time employees listed below will continue to exercise the option to be prescheduled hours up to one thousand, nine hundred and fifty (1,950) annually in order to accrue a full year of pension credit under the BGH Pension Plan:

- a.) ~~Susan Borchert;~~
- b.) Karen Cwalina;

~~It is understood, the RNs listed below will be grandfathered to maintain their original hired hours, eighty (80) hours bi-weekly, and will be able to work a fourth (4th) twelve (12) hour shift per schedule for as long as they work in their current status in CHOB ICU:~~

- a.) ~~Anne Seiler;~~
- b.) ~~Peggy O'Connor;~~

~~These hours shall be paid at straight time.~~

Section 4.

**Employees that work thirteen (13) hour shifts will be grandfathered as a thirteen (13) hour shift employee for the life of this Agreement. The Employer may change thirteen (13) hour shifts to twelve and one-half (12 ½) hour shifts:**

- a.) through attrition;
- b.) as vacancies occur;
- c.) as new positions are created; or
- d.) by mutual consent of the employee, the Union and the Employer within the department.

**Thirteen (13) hour shift employees, who bid on a position in another thirteen (13) hour shift department, and who is accepted for that position, will have the right to continue to be scheduled thirteen (13) hours even if the job is posted as a twelve and one-half (12 ½) hour shift. Effective on the date of ratification, Kaleida Health will provide the Unions with a list of all thirteen (13) hour shift employees inclusive of name, date of hire, department and shift.**

**ARTICLE 95.**

Section 4.

**BULLETIN BOARDS**

~~Upon completion of the construction of the Global Vascular Heart Institute, the new Skilled Nursing Facility, the new Medical Office Building at Millard Fillmore Suburban Hospital and Any additional future sites where employees represented by the Union are employed, the parties will tour the facility and mutually select locations for Union bulletin boards.~~



**ARTICLE 102. PARKING**

Section 2. *Deleted.*

Section 3 2. ~~Effective January 1, 2017, Kaleida Health agrees to provide a parking subsidy to all eligible full time and part time employees who are permanently assigned to work at the Buffalo General Center and HighPointe on Michigan, John R. Oishei Children's Hospital and the Conventus Building for the duration of this Master Agreement. Upon completion of the move to the new John R. Oishei Children's Hospital, or reassignment to the Conventus Building, all eligible full time and part time employees who are permanently assigned to that facility will be entitled to the new parking subsidy for the duration of this Master Agreement.~~ Employees identified in this section will be eligible to receive the following monthly parking subsidies:

Section 5 4. *Add. and including holidays, as outlined in Article 82, that fall during the week.*

**ARTICLE 103. DRUG ENFORCEMENT ADMINISTRATION (DEA) NUMBERS**

*Add nurse midwives in both paragraphs.*

**MEMORANDUM OF UNDERSTANDING # 12: DROP AND ADD RELATIVE TO FTE**

- a.) Two (2) employees from the same job title, **same shift** in a unit, may propose a change in their FTE status without changing the total FTEs or FT/PT ratio of that unit/department.

**MEMORANDUM OF UNDERSTANDING # 13: PATIENT MANAGEMENT SOCIAL WORKERS: BGMC, MFSH, DMH**

Section 2. **If requested**, the Social Worker On-Call will be assigned a pager ~~if requested~~ **or the department** cell phone for this work.

Section 7. *Delete.*

**MEMORANDUM OF UNDERSTANDING # 14: BULLETIN BOARDS**

**FOR 1199 SEIU:**

The Employer agrees that the bulletin boards referred to in Article 95 of this Agreement will be maintained in the following areas for the 1199 SEIU bargaining units.

- a.) ~~219 Bryant Street~~ **OCH, 818 Ellicott Street:**  
1.) ~~outside cafeteria~~ **Employee Access Hallway to elevator on 2<sup>nd</sup> Floor;**
- b.) Other ~~WCHOB~~ **OCH** sites including ~~125 Hodge Street, 140 Hodge Street, 239 Bryant Street, Towne Gardens Pediatric Clinic, 461 William Street;~~ 1010 Main Street, 1026 Main Street, ~~and 1028 Main Street:~~ **Niagara Street Pediatric Clinic, 1050 Niagara Street; Outpatient Pediatric Clinic, 3680 McKinley Road; 3580 Sheridan Drive; 4535 Southwestern Blvd; 1401 Sweet Home Road and 5959 Big Tree Road; School Based Health Clinics**  
1.) breakrooms.
- j.) ~~McKinley OB/GYN Clinic, 3860 McKinley Pkwy, Hamburg, NY~~ **WCHOB Child Advocacy Center, 556 Franklin, Buffalo NY**  
1.) breakroom.
- k.) ~~Lancaster OB/GYN Clinic, 6863 Transit Road, Lancaster, NY~~  
1.) breakroom. **The Child Care Resource Network, 1000 Hertel Avenue, Buffalo, NY**
- l.) ~~Lockport OB/GYN Clinic, 475 Transit Road, Lockport NY~~ **OCH Outpatient Center (Conventus), 1001 Main Street, Buffalo, NY** 1.) breakroom **2<sup>nd</sup> Floor, outside HR**  
2.) **breakrooms**
- m.) ~~WCHOB Child Advocacy Center, 556 Franklin, Buffalo NY~~ **Hertel Elmwood Clinic, 900 Hertel Avenue, Buffalo, NY**  
1.) **breakroom**

**FOR CWA:**

The Employer agrees that the bulletin boards referred to in Article 95 of this Agreement will be maintained in the following areas for the CWA bargaining units.

- b.) Buffalo General Medical Center:  
2.) ~~hallway in the Nursing Office~~ **Outside of Nursing Office;**
- f.) DeGraff Memorial Hospital:  
3.) **SNF Break room, first floor**
- g.) Millard Fillmore Hospital Suburban:  
5.) **outside breakroom at 45 Spindrift (prefer left side of door)**
- j.) 705 Maple Road **(Maple West)**  
1.) Suite 100 ~~(Location to be determined)~~  
2.) Suite 200 ~~(Location to be determined)~~ MOU

**MEMORANDUM OF UNDERSTANDING # 19: ~~WCHOB~~ OCH PER DIEM EMPLOYEES HOLIDAY COMMITMENT**

It is understood that ~~WCHOB~~ **OCH 1199/SEIU** per diems, ~~that will~~ have a holiday commitment **and** will follow Article 82, Holidays in the Master Agreement. ~~This will include the following bargaining unit agreements: RN/LPN, NP, and Technical.~~

#### **MEMORANDUM OF UNDERSTANDING # 28: ~~MAGNET STATUS~~ HOSPITAL CERTIFICATION / DESIGNATIONS**

Whereas, the Employer and the Unions agree **when an assessment is conducted and the Employer desires to move forward in achievement of a new national certification or designation by American Nurses Credentialing Center (ANCC), American College of Surgeons or another accrediting agency, the Employer and Unions agree to meet and discuss goals, objectives and ability to work together in achievement.** ~~to meet as soon as possible after the signing of this agreement to discuss moving towards Magnet Status. Magnet status is awarded to hospitals by the American Nurses Credentialing Center (ANCC) who satisfy a set criteria designed to measure the strength & quality of nursing with excellent patient outcomes and employee satisfaction.~~

#### **MEMORANDUM OF UNDERSTANDING # 30 ADULT SITE RN & SURGICAL TECHNOLOGIST FLOATING GRID**

##### **Section 1. BGMC**

- a. Medical Surgical Grouping
  - 1. 16 N/S, 15 N, ~~9 S~~
- b. Telemetry Grouping
  - 1. 15 S, 14 N & **12 S.**
  - 2. 13 N, 13 S, **9 N/S**, 10 S & 10 N.
  - 3. CAPD patients – **any patient requiring CAPD who are located on the 9<sup>th</sup> floor will have their treatments covered by the 9<sup>th</sup> floor nurses. If any patients that require CAPD on another unit, a Float Pool employee will be assigned CAPD as well as other assignments as needed but will not have a independent patient assignment or be counted on the staffing grid. In the event that there are no Float Pool employees available to cover CAPD patients, 9<sup>th</sup> floor nurses will be assigned to cover the patient. 9-South and Float pool staff wherever assigned will also float to take care of the CAPD patients on other units.**
- e. Specialty Areas
  - 2. Special Procedure RN's in the OR can float to the GI Lab **and the OR** holding area/~~recovery~~ and GI can float to the Urology area pre/post procedure.
  - 4. The following departments typically do not float due to their specialty nature and are not considered a closed unit: ED, CT/MRI, PAT, Procedure Labs, ~~and~~ PACU/ASU, **and Infusion Center.**

##### **Section 2. Millard Fillmore Suburban**

- c. Critical Care Grouping
  - 1. NICU/Neonatal ICU can float **to Mother Baby and Overflow and Labor and Delivery but will not have an independent patient assignment or be counted on the staffing grid.** ~~into the Newborn nursery~~
- d. Closed Units
  - 1. ~~2W~~ – Mother Baby **and Overflow**
- e. The following departments typically do not float due to their specialty nature and are not considered a closed unit: ED, GI, Urology, Imaging, PAT, **Infusion Center** and OR.

##### **Section 3. DeGraff Memorial Hospital**

- a. ~~5 W – could float to SCU (overflow patients)~~
- b. ~~SCU – 5 W~~
- c. ~~ASU – PACU~~
- a. The following departments typically do not float due to their specialty nature and are not considered a closed unit: ~~MRU, OR, GI, Clinics (OB/Women's,~~ Geriatrics, **Wound**), Infusion Center, and ED.
- b. **Should new units be added during the life of this contract to DeGraff, the parties agree to meet to determine appropriate floating assignments.**

#### **LETTER OF INTENT STAFF INCENTIVE PLAN**

##### **Section 4. and Service and Maintenance**

- c. The bonus payment will be negated if an employee calls-in PTU or uses a PL day **that was not scheduled prior to the bonus shift being declared**, after the bonus plan has been implemented, during the pay period that they worked a shift under this bonus incentive plan.

*This document only reflects articles with changes.*