

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

2025 CONTRACT NEGOTIATIONS

**Union Proposal
Date Presented: May 12, 2025**

**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:

- a.) compelling personal;
- b.) extended personal illness leave following worker compensation and/or disability;
- c.) educational leave;
- d.) union business leave;
- e.) Union Family Leave;
- f.) Family and Medical Leave Act (FMLA per statute); and
- g.) New York Paid Family Leave (PFL per statute).

Section 2. Leaves of absence shall not exceed six (6) consecutive months in duration. Employees may request a six (6) consecutive month extension before the end of the original six (6) month period. A request for leave of absence will not be denied arbitrarily. Requests for a leave of absence **or an extension thereof for any reason, for maternity reasons- will be granted considered, only after all applicable state and federal leaves have been exhausted. Requests for a leave of absence for maternity reasons will be granted.** Requests for a leave of absence will not be approved for an employee who is working for another Employer, unless the second job was held prior to the leave request or in a business owned by the employee, during the course of the leave of absence.

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 (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 leaves 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 institution, 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 7.

- a.) Union Business Leave: Employees (7 for CWA and 5 for SEIU) who are elected or appointed to office in the Union which represents the employees in the bargaining unit covered by this Agreement will be granted a leave of absence. Such leave of absence shall be without pay, without loss of seniority, and with continuation of health insurance, life insurance, retirement and dental benefits. Employees on such leave shall not be eligible to participate in the 403 (b) program. It is the employee's responsibility to arrange for coverage, pay for any applicable premiums and arrange for the coverage of any deductions usually taken from salary checks for these benefits and failure to make such arrangements with the Human Resources Department will be cause for the Employer to terminate the benefits during the leave of absence. Application for a leave of absence under

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this section shall be made as outlined in Section 2. above. The employee will return to last prior position. If the position has been filled, the least senior employee on the unit, in the same job title, category and shift will be subject to layoff.

- b.) Of the twelve (12) employees eligible for Union Business Leave, two (2) CWA bargaining unit members will be eligible for a one (1) time, twelve (12) month extension for Union Business Leave (two (2) years total) upon approval of the Employer, which will not be unreasonably denied.

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, for the duration of the approved educational leave, from the effective date of the leave, then 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 an educational leave, from the effective date of the leave, then 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. It is understood that once an employee is on layoff status, that employee will be entitled to all recall rights outlined in the Article 50, Seniority. An employee returning from a leave of absence should contact their department head and Human Resources at least seven (7) calendar days prior to the expected return date to determine whether a suitable position is available.

Section 9. The returning employee may need to obtain medical clearance from the Employer's Employee Health physician, or designee, prior to returning to work following a leave of absence. If an employee is not medically cleared to return to work, they will be eligible to apply for New York State Disability. Employees returning to work following a leave of absence for other than personal illness shall obtain medical clearance only if they missed their yearly health screens while on leave. Employees returning to work from a leave of absence must make arrangements with the Corporate Benefits Department to re-enroll in their benefits.

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.

Section 11. Employees who take a leave of absence may return to work prior to the scheduled expiration date of the leave after complying with Sections 8. and 9. above.

Section 12. Union Family Leave

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- a.) An unpaid personal leave of up to twelve (12) weeks during any twelve (12) month period related to a family medical necessity, for employees covered by this Agreement. Family medical necessity will be defined as:
- (1) For a birth, or placement of a child with the employee for adoption or foster care and to care for such new child.
 - (2) In order to provide care for a son, daughter, spouse, parent, or domestic partner who has been diagnosed with a "serious health condition".
 - (3) For a leave for the employee's own "serious health condition", if the condition makes the employee unable to perform the daily functions of his/her position.
 - (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.
- b.) Leaves of absence will be granted under the provisions of the Union Family Leave after the employee has reached 1250 hours of service, inclusive of all paid time off, and union representation time, paid or unpaid, during the twelve (12) month period preceding the leave. The form to be utilized in applying for all leaves should be obtained from Human Resources.

When an employee on Union Family Leave becomes eligible for benefits under the Family and Medical Leave Act (FMLA), see section 12, the employee will no longer be eligible for benefits under the Union Family Leave. Any additional leave time will be administered under the provisions of FMLA.

- c.) The following definitions shall be applicable:
- (1) Son or daughter – a biological, adopted or foster child, step child, legal ward or child of a person standing in "loco parentis,".
 - (2) Dependent – a person who the employee will claim as a dependent on their federal income tax for the year in which the leave is taken.
 - (3) Serious health condition – an illness, injury, impairment or physical or mental condition involving either:
 - (a) Inpatient Care involving at least an overnight stay in a hospital, hospice or residential medical care facility. Union Family Leave based on this portion of the definition also extends to any period of "incapacity" (defined as inability to work due to the serious health condition or recovery from that condition), and any subsequent treatment (including examinations to determine the existence of a serious health condition), in connection with the inpatient care.

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- (b) Continuing Treatment by a health care provider. Union Family Leave based on this portion of the definition is available in any one or more of the circumstances described in (A) – (E) below:

(A) A period of incapacity of more than three (3) consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves:

- (i) treatment two (2) or three (3) times by a health care provider (or by others, under the supervision of or on orders of or referral by a health care provider), or
- (ii) treatment by a health care provider on at least one occasion that results in a regimen of continuing treatment (e.g., a course of prescription medication or therapy requiring special equipment) under the supervision of the health care provider.

(B) Any period of incapacity due to pregnancy, or for prenatal care.

(C) Any period of incapacity, or treatment for such incapacity, due to a chronic serious health condition, which is defined as one that:

- (i) requires periodic visits to a health care provider;
- (ii) continues over an extended period of time; and
- (iii) may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

(D) A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective. The employee or family member, or dependent must be under the continuing supervision or, but need not be receiving active treatment by, a health care provider. (Examples include Alzheimer, severe stroke, or the terminal stages of a disease).

(E) Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider (or under orders of, or on referral by, a health care provider), either for restorative surgery after an accident or injury, or for a condition that if left untreated would likely result in a period of incapacity of more than three (3) consecutive calendar days, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), and kidney disease (dialysis).

- d.) An eligible health care provider could be a doctor of medicine, an osteopathic doctor, a podiatrist, a dentist, a clinical psychologist, an optometrist, a

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chiropractor (for certain conditions), a nurse practitioner or nurse midwife, or certain Christian Scientist practitioners.

- e.) An employee may take intermittent leave or may work a reduced leave schedule to reduce the usual number of hours per day or work week, as provided for by the Union Family Leave. Prior approval, of the leave will be required. An approved request for intermittent Union Family Leave is active for a maximum of one (1) year and must be reapproved if intermittent leave is still needed. The employee may periodically be required to provide re-certification of the need for intermittent Union Family Leave, but not greater than once in a thirty (30) day period. The Employer will require medical certification of a serious health condition from the employee's physician. Once the leave is certified, Corporate Benefits shall have the sole responsibility for requiring re-certification. Failure to provide medical certification when required may result in denial of the leave.
- f.) A "rolling" twelve (12) month period measured backward from the date an employee uses any Union Family Leave is used to determine the "twelve (12) month period" in which the twelve (12) weeks of leave entitlement occurs.
- g.) Eligibility for leave based upon the birth or adoption of a child expires at the end of the twelve (12) month period beginning on the date of birth or placement.
- h.) In cases where the leave is foreseeable, the employee must provide the Employer with at least thirty (30) days advance notice of the leave. If the leave must begin in less than thirty (30) days, the employee should notify the Employer at the earliest time possible. If an employee fails to provide thirty (30) days' notice for a foreseeable leave with no reasonable excuse for the delay, the leave may be denied until at least thirty (30) days from the day notice is provided.
- i.) Employees on a leave of absence granted under the provisions of the Union Family Leave for illness of a family member will be entitled to medical and dental insurance coverage for a period of twelve (12) weeks if such employees are currently participating in the medical and dental plans. The twelve (12) week period of jointly paid health insurance, will include any period of disability for which the Employer has paid its share of the health insurance premiums.
- j.) Any employee on a leave of absence granted under the provisions of the Union Family Leave for a period not to exceed twelve (12) weeks will be returned to his/her job at the end of the leave. If the leave exceeds twelve (12) weeks, he/she will be returned to a position of equal rank and status.
- k.) The time period for any period of absence which is covered by Union Family Leave shall include and run concurrently with NYS Disability or Workers Compensation.
- l.) Care for Relative in the Armed Forces

A qualifying employee (reached 1250 hours of service, inclusive of all paid time-off and union representation time, paid or unpaid, during the twelve (12) month period preceding the leave) will be permitted to take up to twenty-six (26)

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work weeks of unpaid leave during a twelve month period to care for a spouse, child, parent, domestic partner, dependent or next of kin in the Armed Forces (including the reserves and National Guard) who is undergoing medical treatment, recuperation, therapy, is otherwise in an outpatient status, or is otherwise on temporary disability retired list, for a serious injury or illness. The injury or illness must have occurred on active duty and may render the service member medically unfit to perform the duties of the service member's office, grade, or rating.

Section 13. Family and Medical Leave Act (FMLA)

- a.) An unpaid personal leave of up to twelve (12) weeks during any twelve (12) month period related to a family medical necessity, for employees covered by this Agreement, will be granted under the provisions of the Family and Medical Leave Act of 1993 and this collective bargaining agreement. Family medical necessity will be defined as:
- (1) For a birth, or placement of a child with the employee for adoption or foster care and to care for such new child.
 - (2) In order to provide care for a son, daughter, spouse, parent, who has been diagnosed with a "serious health condition".
 - (3) For a leave for the employee's own "serious health condition", if the condition makes the employee unable to perform the daily functions of his/her position.
 - (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.

If an employee's spouse is also an employee, each may take twelve (12) weeks of leave as provided herein.

- b.) Leaves of absence will be granted under the provisions of the Family and Medical Leave Act of 1993 under the same terms and mechanisms outlined in Sections 1. and 2. or after the employee has reached 1250 hours of service, inclusive of paid union representation time during the twelve (12) month period preceding the leave. The form to be utilized in applying for all leaves should be obtained from Human Resources.
- c.) The following definitions shall be applicable:
- (1) Son or daughter – a biological, adopted or foster child, step child, legal ward or child of a person standing in "loco parentis."
 - (2) Dependent – a person who the employee will claim as a dependent on their federal income tax for the year in which the leave is taken.

- (3) Serious health condition – an illness, injury, impairment or physical or mental condition involving either:
- (a) Inpatient Care involving at least an overnight stay in a hospital, hospice or residential medical care facility. FMLA leave based on this portion of the definition also extends to any period of “incapacity” (defined as inability to work due to the serious health condition or recovery from that condition), and any subsequent treatment (including examinations to determine the existence of a serious health condition), in connection with the inpatient care.

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- (b) Continuing Treatment by a health care provider. FMLA leave based on this portion of the definition is available in any one or more of the circumstances described in (A) – (E) below:
- (A) A period of incapacity of more than three (3) consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves:
- (i) treatment two or three times by a health care provider (or by others, under the supervision of or on orders of or referral by a health care provider), or
 - (ii) treatment by a health care provider on at least one occasion that results in a regimen of continuing treatment (e.g., a course of prescription medication or therapy requiring special equipment) under the supervision of the health care provider.
- (B) Any period of incapacity due to pregnancy, or for prenatal care.
- (C) Any period of incapacity, or treatment for such incapacity, due to a chronic serious health condition, which is defined as one that:
- (i) requires periodic visits to a health care provider;
 - (ii) continues over an extended period of time; and
 - (iii) may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
- (D) A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective. The employee or family member or dependent must be under the continuing supervision or, but need not be receiving active treatment by, a health care provider. (Examples include Alzheimer, severe stroke, or the terminal stages of a disease).

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(E) Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider (or under orders of, or on referral by, a health care provider), either for restorative surgery after an accident or injury, or for a condition that if left untreated would likely result in a period of incapacity of more than three (3) consecutive calendar days, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), and kidney disease (dialysis).

- d.) An eligible health care provider could be a doctor of medicine, an osteopathic doctor, a podiatrist, a dentist, a clinical psychologist, an optometrist, a chiropractor (for certain conditions), a nurse practitioner or nurse midwife, or certain Christian Scientist practitioners.
- e.) An employee may take intermittent leave or may work a reduced leave schedule to reduce the usual number of hours per day or work week, as provided for by the FMLA. Prior approval, as per the FMLA, will be required. An approved request for intermittent FMLA leave is active for a maximum of one (1) year and must be reapproved if intermittent leave is still needed. The employee may periodically be required to provide re-certification of the need for intermittent FMLA leave, but not greater than once in a thirty (30) day period. The Employer will require medical certification of a serious health condition from the employee's physician. Once the leave is certified, Corporate Benefits shall have the sole responsibility for requiring re-certification. Failure to provide medical certification when required may result in denial of the leave.
- f.) A "rolling" twelve (12) month period measured backward from the date an employee uses any FLMA leave is used to determine the "twelve (12) month period" in which the twelve (12) weeks of leave entitlement occurs.
- g.) Eligibility for leave based upon the birth or adoption of a child expires at the end of the twelve (12) month period beginning on the date of birth or placement.
- h.) In cases where the leave is foreseeable, the employee must provide the Employer with at least thirty (30) days advance notice of the leave. If the leave must begin in less than thirty (30) days, the employee should notify the Employer at the earliest time possible. If an employee fails to provide thirty (30) days' notice for a foreseeable leave with no reasonable excuse for the delay, the leave may be denied until at least thirty (30) days from the day notice is provided.
- i.) Employees on a leave of absence granted under the provisions of the Family and Medical Leave Act of 1993 for illness of a family member will be entitled to medical and dental insurance coverage for a period of twelve (12) weeks if such employees are currently participating in the medical and dental plans. The twelve (12) week period of jointly paid health insurance, will include any period of disability for which the Employer has paid its share of the health insurance premiums.

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- j.) Any employee on a leave of absence granted under the provisions of the Family and Medical Leave Act of 1993 for a period not to exceed twelve (12) weeks will be returned to his/her job at the end of the leave. If the leave exceeds twelve (12) weeks, he/she will be returned to a position of equal rank and status.
- k.) The time period for any period of absence which can be covered by FMLA, including NYS Disability or Workers' Compensation shall include and run concurrent with the time period for any leave required by the Family and Medical Leave Act.
- l.) Care for Relative in the Armed Forces
A qualifying employee (reached 1250 hours of service, all paid time-off and union representation time, during the twelve (12) month period preceding the leave) will be permitted to take up to twenty-six (26) work weeks of unpaid leave during a twelve month period to care for a spouse, child, parent, , dependent or next of kin in the Armed Forces (including the reserves and National Guard) who is undergoing medical treatment, recuperation, therapy, is otherwise in an outpatient status, or is otherwise on temporary disability retired list, for a serious injury or illness. The injury or illness must have occurred on active duty and may render the service member medically unfit to perform the duties of the service member's office, grade, or rating.

Section 14. An employee granted a leave of absence under this Article, who has PTO time available, shall be required to use all hours in the PTO bank except that an employee shall not be required to take his/her PTO balance below forty (40) hours unless the employee desires to do so. No employee will be granted PTO while on a leave of absence if said employee is currently in the negative or would go negative if the approval was given. In the case of an employee taking intermittent FMLA, all time absence from work must be covered by accumulated PTO, if available.

Section 15. In addition to the leave of absence provisions afforded by the Family and Medical Leave Act and the PTO provisions (including the right to receive PTO donations from other employees) of the Master Agreement; employee who are approved for a leave of absence for the adoption of a child are entitled to the following:

- a.) full-time employees may utilize up to eighty (80) hours of negative PTO;
- b.) part-time employees may utilize up to forty – eight (48) hours of negative PTO; and
- c.) in addition, employees may utilize these negative PTO hours at any time of the year while on a leave of absence for the adoption of a child.

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,

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- (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.
- b.) Family member is defined for the PFL as a spouse, domestic partner, parent, **siblings**, child, parent in-law, grandparents or grandchild, **or as otherwise set forth in New York State Paid Family Leave Law.**
- c.) The Employer shall maintain a policy in accordance with the PFL.

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).

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