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

**2025 CONTRACT NEGOTIATIONS**

**Union Proposal  
Date Presented: April 9, 2025**

**Memorandum of Understanding # 45  
Business Office Clerical Overtime at Larkin**

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

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

Whereas, the hours of operation of the Larking building are from ~~7 AM until 7 PM~~, **6:00 AM until 8:00 PM** Monday through Saturday;

**All additional time and overtime for Coding Specialists will be scheduled during the hours of 6:00 AM and 11:00 PM, subject to management approval.**

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

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

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

- 3.) To amend the contract in Article 15, Sections 9, 10 and 11 to apply as follows, any provision that is not amended is unchanged:

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## **Article 15**

### **Hours of Work and Work Schedules**

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

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

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

- a.) a part-time or full-time employee who has signed up on the needs list for the unit and who can work extra hours without incurring overtime;
- b.) a per diem employee who has signed up on the needs list for the unit and who can work extra hours without incurring overtime;
- c.) employees who have signed up on the needs list for the unit and who will incur overtime the hours available will be evenly split, any hours not wanted or that remain will be distributed in seniority order on a rotating

basis (wheel) which will only be reset once all employees on the wheel have been offered time; and

- d.) in all cases, the employee granted the overtime or extra shifts must be competent to perform the work.

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

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

- a.) utilize float pool employees in the same job title if available;
- b.) offer the time to employees who have signed up on the availability list for the unit/department and who are in the job title and the same cost center in order of seniority on a rotating basis, who are not eligible for overtime;
- c.) offer overtime to employees who have signed up on the availability list for the unit/department and who are in the job title and the same cost center, in order of seniority on a rotating basis;
- d.) in instances of a PTU or same day intermittent FMLA only, the employer may utilize float employees in the same job title from departments subject to floating. Refer to Article 19, MOU #26, and MOU #30.
- e.) offer extra time and then overtime to employees in the job title from the remainder of the bargaining unit at that site, in order of seniority who have signed up on the availability list for the unit and who meet the competencies of that area;
- f.) offer extra time and then overtime to qualified employees in different job title but within the bargaining unit at that site who have signed up on the availability list for the unit and who meet the competencies of the area; and
- g.) if all the above avenues have been exhausted, the vacancies will be filled by the most expedient means available including use of agency personnel or managers, if necessary.

~~IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 18<sup>th</sup> day of June, 2018.~~

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