

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

2025 CONTRACT NEGOTIATIONS

**Union Proposal
Date Presented: June 24, 2025**

**Memorandum of Understanding # 38
MFSH Critical Care RN's in MFSH Nursing Floats (13030)
Floating to DMP Emergency Room**

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

WHEREAS, the Employer and the Union entered into an agreement for the Critical Care RN's in MFSH Nursing Floats (13030) at Millard Fillmore Suburban Hospital to float to DeGraff Emergency Room; and

WHEREAS, this was developed to provide staffing support and resources to the DeGraff Emergency Room in order to provide appropriate patient care when there are staffing shortages; and

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

- 1) Critical Care RN's hired into MFSH Nursing Floats (13030) after the date this agreement is signed will have the ability to float to DeGraff Emergency Room.
- 2) MFSH Critical Care RN vacancies in MFSH Nursing Floats (13030) that are posted on the KOL at the time this agreement is signed will be updated to include DeGraff Emergency Room as a location to float to and will be reposted to follow process outlined in Article 53 Job Bidding and Transfers.
- 3) MFSH Critical Care RN enhanced vacancies in MFSH Nursing Floats (13030) that are posted on the KOL at the time this agreement is signed will be updated to include DeGraff Emergency Room as a location to float to and will be reposted.
- 4) Sections 1, 2, and 3 of Article 91 Float Pool Employees will apply to persons that, as part of this agreement, work at DeGraff Emergency Room. Sections 4-8 of Article 91 are not applicable to this agreement.
- 5) Critical Care RN's in MFSH Nursing Floats (13030) that, as part of this agreement, work at DeGraff Emergency Room will remain members of the MFSH RN Bargaining Unit.

- 6) The process outlined in Article 15 Hours of Work and Work Schedules, Section 11, shall be followed within the DeGraff Bargaining Unit before assigning a member from MFSH Nursing Floats (13030).
- 7) Members of the DeGraff RN Bargaining Unit will maintain all contractual rights.
- 8) Existing Critical Care RN's in MFSH Nursing Floats (13030) on the date of the signing of this agreement will not be obligated to float to DeGraff Emergency Room, but will have the ability to volunteer if they desire to do so.
- 9) Critical Care RN's in MFSH Nursing Floats (13030) who are assigned to float to DeGraff Emergency Room will receive the following differential for all hours worked at DeGraff in addition to his/her base rate:

	Day	Evening	Night
RN	\$5.00	\$6.00	\$7.50

This differential will not apply when picking up overtime and/or extra shifts at DMP. \$2.00 float differential and shift differential will not be paid in addition to the differentials listed above.

- 10) Once an employee is assigned to float to DeGraff Emergency Room under this agreement, they will remain at that site for the entire shift.
- 11) Once float pool employees have reported to and clocked in to work at DeGraff Emergency Room and the unit is downsizing, the float personnel will be included in the unit's downsizing. Should the downsized employee be the float, he/she may volunteer to return to MFSH.
- 12) Critical Care RN's in MFSH Nursing Floats (13030) will be given at least one (1) hour notice if they are to report to DMP for a shift.
- 13) ~~This agreement shall be reviewed by the parties every six (6) months~~

~~IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 19th day of October, 2021.~~

TA 6/25/25
RM
MFS
MFS 6/25/25