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DeGraff Memorial Hospital Professional Bargaining Unit

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ARTICLE DMH/PROF #1
Recognition

Section 1. The Employer hereby recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all of its employees in the collective bargaining unit identified as the DeGraff Memorial Hospital Professional Unit. Recognition is in accordance with the Effects Master Agreement dated June 10, 1998, Section 7, Union Recognition.

Section 2.

Inclusions: All professional employees employed by DeGraff Memorial Hospital, 445 Tremont Street, North Tonawanda, NY 14120 at DMH SNF, 445 Tremont Street, North Tonawanda, will be included in the bargaining unit, in the job titles included in Appendix C, Professional Employees Salaries, of the Master Agreement.

Exclusions: All other employees, guards and supervisors as defined.

Section 3. The Employer will provide the Local Union on a monthly basis, a list of all newly hired employees, additions to the bargaining unit, transfers into or out of the bargaining unit, a list of terminations and deletions from the bargaining unit, dual status employees, name and address changes, a seniority and an alphabetical bargaining unit list with Social Security numbers.

ARTICLE DMH/PROF #2
Successorship

The Employer agrees not to sell its business or any portion of its business at any of the Employers locations covered by this Agreement to a purchaser who would provide health care services without expressly providing in the contract of sale that the purchaser shall be bound by all of the contract rights of the employees under this collective bargaining agreement.

ARTICLE DMH/PROF #3
Agency Shop

Section 1. All employees who are members of the Union on the effective date of this Agreement, shall, as a condition of employment, remain members for the term of this Agreement. All employees who wish to join the Union and do so after the effective date of this Agreement, shall, as a condition of employment, remain members of the Union for the term of this Agreement. The Employer will be given a current list of Union members on request, but not more often than once a month.

Section 2. Employees who have not joined and do not wish to join the Union must, after they have completed thirty (30) calendar days of continued employment or on the execution date of this Agreement if on that date they have been employed for thirty (30) calendar days, pay to the Union an amount equal to the then current dues (but no other charges) applicable to members as a contribution toward the administration of this Agreement. Employees who choose not to join the Union may authorize the payment of the Agency fee on a form which is the same as that shown in this Agreement except it will substitute the words "service charge equal to the monthly dues" for the words "the monthly dues and one initiation fee" in such authorization.

ARTICLE DMH/PROF #4 Union Dues Deduction

Section 1. The Employer agrees that upon receipt of an individual written request in a form approved by the Employer and signed by an employee covered by this Agreement, the Employer will deduct twenty-six (26) times per year from such employee's wages one-half (½) the amount of monthly union dues specified in such request, plus an initiation fee not to exceed \$25.00 in a single deduction, and forward the full amount thus deducted to the Secretary-Treasurer of the Union or his/her authorized agent as directed. The request may be revoked by the employee at any time upon their written request to the Employer, and such request should be directed to the appropriate Employer representative.

Section 2. In general, dues deductions will be made or revoked in designated pay periods in the current payroll for properly executed dues deductions authorizations or revocations received by the appropriate Employer representative on or before the last day of the previous payroll period. However, the Employer assumes no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions, but will correct any errors made in making such deductions in the payroll period following notice of such errors. The Union further agrees to hold the Employer harmless for any and all claims arising out of claims under this Article.

Section 3. The Employer agrees to make payroll deductions of Union dues and one (1) initiation fee when authorized to do so by the employee on a form as set forth below in an amount as certified to the Employer by the Secretary-Treasurer of the Union and to pay over to the Secretary-Treasurer of the Union any amounts so deducted. Changes in the amount of monthly dues or the amount of the initiation fee will be certified to the Employer at least sixty (60) calendar days prior to the requested change.

PAYROLL DEDUCTION AUTHORIZATION

Name: _____ Job Title: _____

The undersigned hereby authorizes Kaleida Health System to deduct from my wages:

CHECK EITHER:

_____ MEMBER The monthly dues and one initiation fee as certified to the Employer from time to time by the Secretary-Treasurer of the Communications Workers of America, AFL-CIO, and remit same to the Secretary-Treasurer of the Communications Workers of America, AFL-CIO, as his/her duly authorized agent. This authorization may be revoked by me at any time by written request to the Employer and by sending a copy of such request to the Secretary-Treasurer of the Union, or

_____ AGENCY FEE PAYER A service charge equal to the monthly dues as certified to the Employer from time to time by the Secretary-Treasurer of the Communications Workers of America, AFL-CIO, as his/her duly authorized agent. This authorization may be revoked by me at any time by written request to the Employer and by sending a copy of such request to the Secretary-Treasurer of the Union.

Union membership dues and agency fees are not deductible as charitable contributions for federal income tax purposes.

Dues and agency fees, however, may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

Signature of Employee

Resident Address

City/Town State Zip Code

Social Security Number

Date of Birth

(FOR OFFICE USE ONLY)

Date Received by Company

Date Effective

ARTICLE DMH/PROF #5
Cope Deductions

Section 1. The Employer agrees that, upon receipt of an individual written request in a form approved by the Employer and signed by an employee covered by this Agreement, the Employer will deduct twenty-six (26) times per year from such employee's wages the amount indicated by the employee on the COPE deduction form, and forward the full amount thus deducted to the appropriate Union's committee on political education. The request may be revoked by the employee at any time upon his/her written request to the Employer, and such request should be directed to the appropriate Employer representative.

Section 2. The Employer assumes no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions, but will correct any errors made in making such deductions in the payroll period following notice of such errors. The Union further agrees to hold the Employer harmless for any and all claims arising out of claims under this Article.

ARTICLE DMH/PROF #6
Bulletin Boards

Section 1. The Employer will install and maintain glass enclosed bulletin boards for use by all bargaining units of the Union in designated and appropriate areas within the Corporation of such size, type and design as may be mutually agreed. Bulletin boards shall be located in the:

- a.) DeGraff Memorial Hospital, 445 Tremont Street, North Tonawanda, NY:
 - 1.) outside of the cafeteria.

Section 2. The following kinds of material or literature do not require prior advance notice:

- a.) notices of Union recreational or social affairs;
- b.) notices of Union elections;
- c.) notices of Union appointments and results of Union elections;
- d.) notices of Union meetings; and
- e.) Union educational publications.

Section 3. Bulletin Boards will be used for factual and non-controversial material. The posting of material of a political nature, other than Union elections, of any kind is strictly prohibited.

ARTICLE DMH/PROF #7
Categories of Employees

Section 1. A regular full-time employee is defined as one who is regularly scheduled to work:
a.) thirty-seven and one-half (37½) hours in a work week (or seventy-five (75) hours in a pay period); or

Section 2. A regular part time employee is defined as one who is regularly scheduled to work less than thirty-seven and one-half (37½) hours but fifteen (15) or more hours in a work week (or thirty-seven and one-half (37 ½) hours in a pay period).

Section 3. A per diem employee is defined as one who is scheduled as per Article 10, Per Diem Employees, of the Master Agreement.

Section 4. A temporary employee is defined as one who is scheduled as per Article 11, Temporary Employees, of the Master Agreement.

Section 5. A Flexible employee is defined as one who is scheduled as per Article 9, Flexible Employees, of the Master Agreement.

Section 6. A weekend employee is defined as one who is scheduled as per Article 12, Weekend Employees, of the Master Agreement.

Section 7. A seasonal employee is defined as one who is scheduled as per MOU #11, Seasonal Employees, of the Master Agreement.

ARTICLE DMH/PROF #8
Extended Shifts

Section 1. Extended shifts are those that exceed the traditional eight (8) hour shift. For the purpose of this Article, employees who work extended shifts shall be scheduled as follows:

- a.) 10 hour shifts:
Employees who work ten (10) hour shifts shall be scheduled for ten (10 ½) hours inclusive of a one-half (1/2) hour unpaid meal period. Full-time employees who work ten (10) hour shifts shall be scheduled one (1) shift of eight (8) hours inclusive of a one-half (1/2) hour unpaid meal period.

Section 2. Employees shall work no more than three (3) weekend shifts in a four (4) week time block.

Section 3. All provisions of the Master Agreement and this Bargaining Unit Agreement shall apply unless specifically altered by the terms of this article.

Section 4. During the period of scheduled overlap between the day and night shifts, employees may elect to use paid time off or take excused absence time off without pay to cover time not worked.

ARTICLE DMH/PROF #9
Paid Time Off (PTO) Scheduling

Section 1. Requests for PTO of one (1) or more consecutive weeks shall be requested on the appropriate form as follows:

- a.) by November 1 of the preceding year for all requests from January 1 to March 31;
- b.) by January 1 for all requests from April 1 to June 30;
- c.) by March 1 for all requests from July 1 to September 30; and
- d.) by July 1 for all requests from October 1 to December 31.

Requests submitted after these dates will be approved on a first come, first serve basis, based on availability of weeks left to schedule after all requests that were received on time have been approved and scheduled. If two (2) or more requests are submitted on the same day, it will be decided by seniority.

All time requests shall be scheduled subject to the staffing requirements of each department/unit.

Employees will be notified of approved PTO requests for one (1) or more consecutive weeks no later than two (2) weeks after the cut off dates outlined above, and a copy of the time request form will be returned to the employee.

Section 2. For PTO requests during the period of time from May 15 to September 15, at least one (1) week will be granted. All requests for a second week of PTO during this time period shall be considered and granted, if possible, before any individual's request for three (3) weeks or more is considered.

Section 3. Where there is a conflict in approving PTO selection, the highest seniority date shall govern. Requests for PTO of one (1) or more weeks that include a major holiday shall be granted by seniority on a rotating basis. It is also understood that individual PTO days shall not be unreasonably denied.

Section 4. Should the employee desire to change an approved PTO, the employee may submit the change at least thirty (30) days prior to the first (1st) day of the month in which the PTO is requested.

Section 5. Approved PTO may not be changed when personnel must transfer without the consent of the employee, in instance of layoffs, unit closings or transfers because of administrative decision. In each of the above instances, approved PTO requests will be honored. When a transfer to another cost

center or change in status occurs at the employee's request, approved PTO request must be resubmitted. However, every attempt will be made to accommodate the employee's previously approved PTO request.

Section 6. Employees may request the use of PTO in no less than one (1) hour increments.

Section 7. Time requests for individual PTO days scheduled off must be reduced to writing on the prescribed form and submitted to the responsible supervisor/department manager at least one week prior to the posting of the schedule. Management will reply, indicating approval or disapproval, within one (1) week of the request. Approval is contingent upon the Employer's ability to staff for the requested day.

Section 8. Routine time requests for individual PTO days will not be held to the maximum limits in prime time and will be considered and granted contingent upon the Employer's ability to staff for the requested day. Routine time requests submitted after the above dates will be submitted with the time requests in the timeblock in which they are being requested. In case of conflict, approval of these time requests will be evenly distributed.

Section 9. When the department must remain open for any one of the six (6) major holidays, employees working less than twelve and one-half (12½) hour shifts shall be required to work no more than one (1) holiday in each of the following groups:

- a.) Memorial Day or Independence Day;
- b.) Labor Day or Thanksgiving Day, and
- c.) Christmas Day or New Year's Day.

Section 10. The final work assignment for the six (6) major holidays, Christmas Eve and New Year's Eve will be posted six (6) weeks prior to the holiday.

Section 11. Selection of the major holidays will be determined as follows:

- a.) A preference list shall be posted prior to the scheduling of each holiday group in order for employees to indicate their preference. If the distribution of the staff is uneven, then volunteers will be requested.
- b.) In the event that staffing is not provided for in paragraph a.) above, then the employee who is least senior and had the holiday off the previous year shall be reassigned to another holiday group. If staffing remains insufficient, it shall be provided from a seniority list with the least senior employee being utilized first. Once the list has been rotated through in each holiday group, the process will then begin again with the least senior employee. However, no staff member shall be required to work more than one (1) additional holiday in a calendar year, unless he/she volunteers.

- c.) No employee shall work more than three (3) of the major holidays in one (1) calendar year, unless he/she volunteers to do so.
- d.) If the workload decreases, then employees committed to work more than one (1) holiday in either group shall be offered PTO first. If there is more than one (1) employee in this category, PTO will be offered by seniority.
- e.) In the event there are no employees in this category, as in paragraph d.) above, PTO shall be offered to other staff members based on seniority.
- f.) Holiday commitments that occur during approved PTO will be met.
- g.) Switching of shifts or partial shifts between employees may occur, with the department manager's approval. A single request form must be submitted to the immediate supervisor/department manager, signed by both employees affected. See Appendix D Time Request form. In such cases where an employee's schedule prohibits the submission of a written request, such employee may contact his/her supervisor/department manager to request approval for a switch of shift followed by the written request. The initially schedule holiday shall be considered the holiday commitment.
- h.) An employee will not be scheduled to work both the eve and the day of Christmas or New Year's, unless they volunteer to do so

Section 12. Selection of the major holidays will be determined as follows:

- a.) A preference list shall be posted prior to the scheduling of each holiday group in order for employees to indicate their preference. If the distribution of the staff is uneven, then volunteers will be requested.
- b.) In the event that staffing is not provided for in paragraph a.) above, then the employee who is least senior and had the holiday off the past two (2) years, shall be reassigned to another holiday group. If staffing remains insufficient, it shall be provided from a seniority list with the least senior employee being utilized first. Once the list has been rotated through in each holiday group, the process will then begin again with the least senior employee. However, no staff member shall be required to work more than one (1) additional holiday in a calendar year, unless he/she volunteers to do so.
- c.) No employee shall work more than two (2) of the major holidays in one (1) calendar year, unless he/she volunteers to do so.
- d.) If the workload decreases, then employees committed to work more than one (1) holiday in either group shall be offered PTO first. If there is more than one (1) employee in this category, PTO will be offered by seniority.

- e.) In the event there are no employees in this category, as in paragraph d.) above, PTO shall be offered to other staff members based on seniority. .
- f.) Holiday commitments that occur during approved PTO will be met.
- g.) Switching of shifts or partial shifts between employees may occur, with the department manager's approval. A single request form must be submitted to the immediate supervisor/department manager, signed by both employees affected. In such cases where an employee's schedule prohibits the submission of a written request, such employee may contact his/her supervisor/department manager to request approval for a switch of shift followed by the written request. The initially schedule holiday shall be considered the holiday commitment.
- h.) An employee will not be scheduled to work both the eve and the day of Christmas or New Year's, unless he/she volunteers to do so.

ARTICLE DMH/PROF #10
Shift Rotation

Section 1. If it becomes necessary to have employees rotate from days to an evening or night shift in order to meet staffing needs, it shall be done on a voluntary basis, then on an inverse seniority basis from among non-probationary employees in the same department/unit. Shift rotation shall occur only after all other reasonable alternatives have been exhausted, such as offering extra time to regular part-time employees or scheduling per diem employees.

Section 2. If a rotation of shifts from days to evenings or nights becomes necessary, employees working twelve and one-half (12 ½) or thirteen (13) hour shifts shall have a minimum of forty-eight (48) hours off before returning to their scheduled shift, unless mutually agreed upon. Employees working eight (8) or ten (10) hour shifts shall have a minimum of twenty-four (24) hours off before returning to their scheduled shift, unless mutually agreed upon.

Section 3. All attempts will be made not to schedule employees to an off shift, if such rotation creates a staff hole on the day shift.

Section 4. Employees will not be assigned to rotate to an alternate shift on a holiday, unless mutually agreed upon by both the employee and Employer.

ARTICLE DMH/PROF #11
Floating

Section 1. It is understood by the parties that the intent of this Article is to provide additional staff to a unit/department when needed.

It is understood that the Employer will not double schedule a position for the sole intent of floating one of the scheduled employees off the unit/department.

Section 2. When it is necessary to float personnel, it will be done in the following order:

- a.) An employee from a “float pool” will float, if existing;
- b.) Agency staff scheduled to work will be floated providing they are qualified and such action will not violate the contract with the Agency;
- c.) Volunteers with satisfactory qualifications, skills and experience will be floated. If an employee volunteers to float, it shall be credited to that employee, and he/she shall not be required to float when the duty rotates to him/her.
- d.) Per diem employees then float.
- e.) A non-department/unit employee scheduled to work an extra shift or overtime shift will float.
- f.) The least senior employee will float, with subsequent floating being assigned to qualified employees until all qualified employees have floated. Those employees called into work an extra shift on a specific department/unit within a twenty-four (24) hour period shall be excluded.

Section 3. The Employer will make every effort not to float employees on a major holiday unless employees in a unit/department refuse benefit time.

Section 4. When an employee is floated to another unit, it is the responsibility of the department manager, supervisor or designee to familiarize such employee with the unit including supplies, computer programs, emergency equipment, kardex, patient reports, and any other pertinent equipment and information. In addition, the department manager, supervisor or designee shall act as a reference or resource person.

Section 5. Staff who float will work to their level of competence. It is understood that an employee will not be given the sole accountability for a patient and/or assignment if floated to a unit that is outside of his/her area of practice.

If the employee feels he/she does not have the necessary skills to take the assignment, the employee must notify the department manager/supervisor, who will determine the skills required for the assignment. If it is determined that the employee cannot perform the assignment, the department manager/supervisor will obtain qualified assistance or change the assignment.

Section 6. An employee will be excused from floating when:

- a.) he/she is scheduled to precept an employee

b.) he/she is training or in orientation

Section 7. Should an employee be required to float for a second time during the course of his/her shift, he/she will not be required to accept a specific patient assignment if four (4) or fewer hours remain in the shift. Rather, such employee will be assigned to assist with various tasks and routines.

Section 8. In the event that more than one (1) employee is required to float to another unit, choice of unit to float to will be offered by seniority, providing competence to do the work is equal.

Section 9. If the staffing requirements on the unit to which an employee floats are reduced during the shift and there is no other need elsewhere, the floated employee has first option to be voluntarily downsized.

Section 10. A non-float employee who floats from his/her assigned unit shall not normally be required to be in lead unless the remaining staff are not able to perform the duties of the lead position.

ARTICLE DMH/PROF #12 Layoff and Recall

Section 1. In the event it is necessary to layoff employees covered by this Agreement, or to eliminate a filled position covered by this Agreement, such layoffs or eliminations will be done as follows:

- a.) by providing the Union with the complete plan for staff reduction within the bargaining unit and by complying with the notification and information requirement outlined in Article 60, Job Security/Committee (inclusive of seniority lists by full bargaining unit and cost center);
- b.) before beginning layoff, verify any recent changes with the appropriate managers, prior to effecting the bump;
- c.) by subjecting to layoff the least senior employee or employees in the job title unit/ cost center, category of employment and shift;
- d.) all temporary and then probationary employees in the job title, category unit/cost center and shift in which a layoff is to occur will be terminated prior to any regular employee in that job title, cost center and shift, being subject to layoff;
- e.) an employee with seniority who is subject to layoff will have the option of a bump within his/her unit/cost center within the same job title, but to a different category of employment and/or to a different shift except per diem employees who will only have options to other per diem positions;

- f.) vacancies that may be filled by employees who are subject to layoff will be limited to those that exist on the day that the layoff options are given to the first affected employee in the job title or grade level in the bargaining unit;
- g.) all positions which become vacant during the layoff procedure will be posted and filled as per Article 45, Job Bidding and Transfers;
- h.) regular part-time employees with seniority who are subject to layoff will have the option to bump the least senior regular part-time employee who is hired to work the equivalent number of hours. For example: a regular part-time employee who is hired to work thirty (30) hours per week may bump the least senior employee who is hired to work thirty (30) hours per week; in accordance with Section 1.e. above, followed by the steps in Section 2. below;
- i.) when it is necessary to permanently change the number of employees on a shift within a unit/cost center, such a change will be made first by requesting volunteers, in seniority order, from within the unit/cost center. If there are no volunteers, the least senior employee on the shift to be reduced may choose to be subject to layoff as per Section 1.e. above, followed by the steps in Section 2. below or be transferred to the shift on which additional staffing is needed;
- j.) it is agreed and understood that employees shall serve a sixty (60) working day trial period if for any reason under this Article they are placed in a position which requires substantive variations in techniques and procedures utilized in the performance of their job. Failure to complete the trial period (voluntary or involuntary) shall result in that employee being laid-off with recall rights but no bumping rights.
- k.) an employee may volunteer to be subjected to layoff by seniority, in the job title, unit/cost center, category of employment and shift.

Section 2. When an employee with seniority is subject to layoff, or has position eliminated under Section 1. above, such affected employee will be placed in a position in the bargaining unit in the following sequence:

Step 1: They shall be assigned to any vacant position in the bargaining unit which is in their category of employment, job title and shift. The employee subject to layoff may also choose job vacancies within their grade level, category of employment and/or shift. Temporary positions are not included in this process unless the employee chooses a temporary position. It is understood that an employee who chooses a temporary position at this step shall be placed as if they were originally subject to layoff, once the temporary position has ended. If the employee opts to drop shift as a requirement for placement, they may do so at any step. If there is a vacancy in another category of employment with lesser hours which has not been filled by an employee in that category during Step 1. of this procedure, an employee may opt to fill that vacancy.

- Step 2: If no such vacancy exists, they would be permitted to bump any probationary employee in their category of employment, job title and shift.
- Step 3: If there are no probationary employees who may be bumped, then the employee subject to layoff may bump the least senior employee in their category of employment, job title and shift.
- Step 4: If the employee cannot be placed in their category of employment, job title and shift, they shall be offered the option to bump the least senior employee in their job title and shift. The word “offered” means the employee cannot be forced, but can opt to go to Step 5.
- Step 5: If the employee cannot be placed within their category of employment, job title and shift they shall be assigned to any vacant position in the bargaining unit which is in their category of employment, job title and shift.
- Step 6: If no such vacancy exists, they would be permitted to bump any probationary employee in their category of employment, in the same job title in the bargaining unit and in the same shift.
- Step 7: If there are no probationary employees who may be bumped, then the employees subject to layoff may bump the least senior employee in their category of employment, job title in the bargaining unit and the same shift.
- Step 8: If the employee cannot be placed within their job title, then they will be assigned to any vacant position in their category of employment, grade level and shift provided the employee meets the requirements for hiring into that position.
- Step 9: If no vacancy exists, the employee will bump any probationary employee in their category of employment and grade level provided the employee meets the requirements for hiring into that position.
- Step 10: If there are no probationary employees who may be bumped in Step Nine (9) above, then the employee may bump the least senior employee in their category of employment and grade level provided the employee has more seniority than the least senior employee and has the ability to perform the work inclusive of the requirements for hiring into the position.
- Step 11: If the employee cannot be placed in their category of employment and grade level, they will be offered to bump the least senior employee in any category of employment in their grade level, provided they meet the requirements for hiring into that position. The word “offered” means the employee cannot be forced, but can opt to go to Step 12.
- Step 12: If the employee cannot be placed within a position in their category of employment and grade level by Step Eleven (11) above, then the above steps five (5) through eleven (11) will be repeated in the next lower grade level and then to subsequent lower grade levels until placed into a position or laid-off.

The Employer will decide in all cases whether there is a vacancy.

Section 3. When an employee is bumped, they will have all the rights of this Article as if they were originally subject to layoff.

Section 4. At other than Step One (1), the employee may elect a layoff. A refusal to accept a position for which the employee meets the requirements will result in the employee being laid-off at that point.

Section 5. It is understood that the employee response must be provided to the appropriate Human Resource personnel within twenty-four (24) hours of the time they were informed of their option(s) if their vacancy or bump option is to a position that is the same job title, category of employment, shift and shift duration. In the event the employee's option is to a vacancy or bump that is not their job title, category of employment, shift, and shift duration, a response must be provided to the appropriate Human Resources personnel within forty-eight (48) hours of the time the employee was informed of their option(s). Failure to timely respond shall be considered as a waiver of the option(s) and the employee will be laid off.

Section 6. The Employer shall be given a minimum of seven (7) days notice of layoff.

Section 7. When questions arise regarding the ability to perform the work, the burden of proof will rest with the Union.

Section 8. Employees will be recalled from layoff in order of seniority to any open job within the bargaining unit provided they have the ability to perform the work available. If the opening is in a different job title, category of employment or shift, they will have the option to refuse such offer up to two (2) times during the layoff period. Following such refusal the employee will continue to have recall rights to a position in their job title, category of employment and shift.

Section 9. Recalls from layoff will be by certified mail to the employee's last known address, and will give the employee a minimum of fourteen (14) calendar days to report for work after such notification.

ARTICLE DMH/PROF #13 Downsizing

Section 1. The Employer and the Union recognized the need for a system to temporarily downsize the staff if the census/workload drops in an area of the facilities where members covered by this Agreement are employed. If it becomes necessary to temporarily reduce the number of employees in a particular department or unit, the reduction will be completed as follows:

- a.) Any scheduled Agency/Traveler personnel in the units/departments will be cancelled.

- b.) Any scheduled overtime (time paid at time and one-half) will be canceled in inverse order of seniority.
- c.) Volunteers will be offered paid time off in order of seniority on a continuously rotating basis.
- d.) Volunteers will be offered excused absence time without pay in order of seniority on a continuously rotating basis.
- e.) Per diem employees who are scheduled will be canceled and/or assigned as per needs with the department.
- f.) Any scheduled hours in excess of an employee's normal work week or in the case of regular part-time employees in excess of the minimum weekly hours for which they were hired will be canceled in inverse order of seniority. Such employees may use accrued Paid Time Off.
- g.) Flexible employees will be flexed down per Article 9 of the Master Agreement. If more than one (1) flexible employee works in a unit/department, employees will be flexed down on a rotating basis.

Section 2. The Employer will contact bargaining unit members at least one (1) hour prior to the start of the shift if they are to be cancelled.

Section 3. It is understood that if the steps a.) – f.) above do not result in appropriate downsizing, floating, if practicable, will be done as per Article 13, Floating, of the DMH Professional.

ARTICLE DMH/PROF #14 Unit/Department Closure

It is understood by the Union, that the Employer may elect to temporarily close a unit due to fluctuations in the volume/census, in which case the following process for staffing will occur.

- a.) The Employer is responsible for notification to all affected employees of unit closures and unit re-openings. It is also understood that the same notification will be provided to the Union.
- b.) When it is known in advance that an employee's unit will be closed, the affected employees will not be required to report for work, and will have the option to take either PTO or excused absence.

In the event that the employees on the closed unit(s) elect to report for work and to be floated, the

process in Article 15, Floating, will be followed.

ARTICLE DMH/PROF #15
Labor-Management Meetings

Section 1. The Union and the Employer, recognizing the importance of labor-management relations, agree to meet on a quarterly basis at a minimum to discuss items of importance to either or both parties. This meeting will be attended by the DeGraff Memorial Hospital President and/or designee, a Human Resources representative, the Local Union President and/or designee, and the designated Union Area Vice-President or designee.

Section 2. A monthly meeting shall be held at a time agreeable to both parties, or as otherwise mutually agreed, for the purposes of grievance handling and issues. Each party will present the other with an agenda at least twenty-four (24) hours prior to the meeting.

The Union and the Employer shall normally be limited to three (3) representatives each. One of the Union representatives shall be its Area Vice-President and/or designee and one of the Employer's representatives shall be the Senior Employee Relations Specialist.

ARTICLE DMH/PROF #16
Parking

Bargaining unit employees shall not be subject to charge for use of any Employer parking facilities. Employees are to refrain from restricted areas devoted to patient, clergy or physician use.

ARTICLE DMH/PROF #17
Perfect Attendance

Section 1. A full-time or flex employee who maintains a perfect attendance record for a twelve (12) month period, November 1 through October 31 of the following year, shall receive two hundred fifty dollars (\$250.00) payable in the first pay check in December for each year provided that such perfect attendance record is maintained.

Section 2. A regular part-time employee who maintains a perfect attendance record for a twelve (12) month period, November 1 through October 31 of the following year, shall receive one hundred fifty dollars (\$150.00) payable in the first pay check in December for each year provided that such perfect attendance record is maintained.

Section 3. A full-time or flex employee is absent due to illness fifteen (15) hours or less within the twelve (12) month period, November 1 through October 31 of the following year, shall receive one hundred fifty dollars (\$150.00) payable in the first paycheck in December.

Section 4. A regular part-time employee who is absent due to illness fifteen (15) hours or less within the twelve (12) month period, November 1 through October 31 of the following year, shall receive seventy dollars (\$70.00) payable in the first paycheck in December.

ARTICLE DMH/PROF #18
Duration

This bargaining unit agreement shall be effective as of June 1, 2008 and shall remain in full force until and including May 31, 2011.

This agreement has been entered into this 1st day of June, 2008.

For Kaleida Health:

For Communications Workers of America:
AFL-CIO

Michael Connors
Internal Labor Counsel

Debra M. Hayes, CWA
Staff Representative

Craig Brozek, CWA
Bargaining Representative