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**Millard Fillmore Hospital**  
**Registered Nurse Bargaining Unit**

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**Article MFH/RN #1**  
**Recognition**

Section 1. The Employer hereby recognizes the Union as the exclusive 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 Millard Fillmore - Registered Nurse unit.

Section 2. Except as excluded below, registered professional nurses in the following titles in all categories of employment, employed by Kaleida Health at its Millard Fillmore Hospital, 3 Gates Circle; North Buffalo Medical Park, 900 Hertel Avenue/Hertel Elmwood Internal Medicine Center, 699 Hertel Avenue; Millard Fillmore Suburban Hospital, 1540 Maple Road; Louis Lazar Family Medicine Center, 1542 Maple Road; Buffalo Therapy Services, 115 Flint Road; Millard Fillmore Neuro-Rehab Center, 716 Maple Road and Sterling Medical Park, 200 Sterling Drive, Suite 202, Orchard Park, NY are included in the bargaining unit.

Ambulatory Care Nurse	Neuro-Endo Vascular Nurse
Bereavement Counselor	Neurosurgery Liaison Nurse
Clinical Nurse Facilitator	Nurse Educator
Clinical Nurse Specialist	Nurse Practitioner
Critical Care Nurse	Obstetrical Nurse
Certified Nurse Midwife	Patient Care Coordinator
Diabetes Nurse Clinician	RN First Assistant Nurse
Diabetic Teaching Nurse	Research Nurse
Enterostomal Therapist	Special Procedure Nurse
Infection Control Practitioner	Staff Nurse SNF
Interventional Nurse	Surgical Service Nurse
Medical Surgical Nurse	

All other employees including but not limited to Registered Nurses who work in Associate Health, Human Resources or Risk Management; nurse managers, associate nurse managers, administrative nurse managers, non-nurse professional employees, technical employees, office clerical employees, guards and supervisors are excluded.

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

**Article MFH/RN #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 MFH/RN #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 MFH/RN #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 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.



**Article MFH/RN #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 MFH/RN #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.) Gates Circle:
  - 1.) hallway outside cafeteria at Warehouse Cafe;
  - 2.) hallway near Quick Bank;
  - 3.) basement outside Vending Room;
  - 4.) North Buffalo Medical Park; and
  - 5.) ESL break room.
  
- b.) Suburban:
  - 1.) hallway outside of Human Resources;
  - 2.) hall entrance to cafeteria; and
  - 3.) hallway outside the Laboratories.
  
- c.) Flint Road:
  - 1.) in the cafeteria.

Section 2. The following kinds of materials 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 shall 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 MFH/RN #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) for employees working eight (8) hour shifts;
- b.) thirty-seven and one-half (37½) hours in a work week (or seventy-five [75] hours in a pay period) for employees working ten (10) hour shifts;
- c.) thirty-six (36) hours in a work week (or seventy-two [72] hours in a pay period) for employees working twelve and one-half (12½) hour shifts; or
- d.) thirty-seven and one-half (37½) hours in a work week (or seventy-five [75] hours in a pay period) for employees working thirteen (13) hour shifts.

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 eighteen and three quarters (18¾) or more hours in a work week (or thirty-seven and one-half [37½] hours in a pay period).

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

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

Section 5. A flexible employee is one who is scheduled as per Article 9, of the Master Agreement, which is entitled “Flexible Employees”.

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

**Article MFH/RN #8  
Weekend Commitment**

Section 1. Employees scheduled to work shifts greater than ten (10) hours will be scheduled every third weekend. If additional weekends are necessary, the following procedure shall apply:

- a.) all per diems will be scheduled for their weekend commitment;

- b.) volunteers will be solicited;
- c.) one (1) additional shift per time block in inverse order of seniority, may be scheduled.

Section 2. Employees scheduled to work shifts ten (10) hours or less will be scheduled to work every other weekend.

Section 3. If one of the six (6) major holidays falls on a weekend, the employee scheduled to work the holiday will work, and the employee who is not scheduled to work the holiday will be excused from working the shift.

Section 4. It is understood that employees are responsible to provide their own weekend coverage if they wish to be off on their assigned weekend.

Section 5. If the number of staff available to be scheduled on a weekend day exceeds the requirement for the unit, additional weekend time off may be offered by descending seniority on a rotating basis (wheel). The employee will be scheduled on an alternate day during the week if there is a need or may use PTO if there is no need.

#### **Article MFH/RN #9 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.) Thirteen (13) Hour Shifts: Employees who work twelve and one-half (12½) hour shifts shall be scheduled for thirteen (13) hours inclusive of a one-half (½) hour unpaid meal period.
- b.) Twelve and One-Half (12½) Hour Shifts: Employees who work twelve (12) hour shifts shall be scheduled for twelve and one-half (12½) hours inclusive of a one-half hour unpaid meal period.
- c.) Ten (10) Hour Shifts: Employees who work ten (10) hour shifts shall be scheduled three (3) ten (10) hour shifts and one (1) nine and one-half (9½) hour shift, inclusive of a one-half (½) hour unpaid meal period.

Section 2. During the period of scheduled overlap, employees may request to use paid time off or take excused absence time off without pay to cover time off not worked.

Section 3. Regular full-time employees who work extended shifts will have the opportunity to work additional hours or use accrued PTO to allow the employee to meet one thousand nine hundred and fifty (1,950) hours in a calendar year. It is understood that the ability to schedule the hours will be based on the needs of the department/unit. Every effort will be made to minimize overtime. No employee however, will be required to work less than four (4) hours per shift.

Section 4. All provisions of the Master Agreement and this Bargaining Unit Agreement shall apply unless specifically altered by the terms of this Article.

**Article MFH/RN #10**  
**Paid Time Off Scheduling**

Section 1. When the department must remain open for the six (6) major holidays, employees working shifts that are ten (10) hours or less, will be required to work no more than one (1) holiday in each of the following groups of holidays:

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

Section 2. For employees who work shifts that are greater than ten (10) hours, a holiday commitment will be to work one (1) of the major holidays in each of the following groups:

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

Section 3. Any employee may volunteer to work more than the required holiday commitment as follows:

- a.) benefited employees according to seniority;
- b.) per diem employees according to seniority.

Section 4. Selection of the Holiday:

- a.) A preference list will be posted on each department prior to the scheduling of each holiday group to select the holiday to work.
- b.) If the distribution of staff is uneven then volunteers will be asked to change their holiday choice.
- c.) If no volunteer is found and a shift of ten (10) hours or less needs to be covered, then the employee who is least senior and had the holiday off the previous calendar year will be reassigned to another holiday in the group.
- d.) If staffing distribution on a shift greater than ten (10) hours needs to be covered and no volunteers can be found, then staffing will be provided from a seniority list of the employees who have not worked the holiday in the past two (2) years, with the least senior staff member utilized first.

- e.) In the event that staff is not provided for by following the steps above, then volunteers will be requested to work an additional holiday. If no volunteers can be found, the least senior employee who had the holiday off the previous year (shifts of ten [10] hours or less) or the past two (2) years (shifts greater than ten [10] hours) will be assigned to a second holiday. However, any one employee will not be assigned to work more than one (1) additional holiday per calendar year.
- f.) If the unit census/patient acuity decreases, then the employee required to work more than one (1) holiday in either group will be offered benefit time first. If there is more than one (1) employee in this category, benefit time will be offered by seniority. In the event there are no employees in this category, benefit time will be offered to staff members based on seniority.
- g.) Holiday commitments that occur during approved vacations will be met unless the employee finds his/her own coverage with management's approval, but will not be unreasonably denied.
- h.) Switching of shifts or partial shifts between employees may occur after the schedule is posted with the manager's approval. Written requests must have the signatures of the affected employees. The initially scheduled holiday will be considered the holiday commitment.
- i.) Every effort will be made not to schedule an employee both the eve and the day of Christmas and New Year's.
- j.) It is understood that employees will be notified of their holiday assignment six (6) weeks in advance of the day of the holiday.

Section 5. Requests for PTO of one (1) or more consecutive weeks will be requested on the appropriate form as follows:

- a.) by November 1 of the preceding year for all time requests for February, March, April and May;
- b.) by March 1 for June, July, August and September; and
- c.) by July 1 for October, November, December and January.

Multiple requests should be submitted for consideration. The requests should be prioritized and should designate the number of weeks they are requesting off for each of the above time periods.

Employees will be notified of approval or denial within thirty (30) calendar days from the date requests are due. Requests will be approved if the employee is not notified within thirty (30) calendar days.

Requests submitted after the due dates set forth above will be considered in the order in which they are received. Approval or denial will be as stated above or within thirty (30) calendar days

after requests are submitted. Requests will be approved if the employee is not notified within thirty (30) calendar days.

When there is a conflict in PTO selection between two (2) or more employees, the highest seniority date will govern.

Section 6. For PTO requested during the time period between June 15 and September 15, a maximum of ten (10) PTO days or seventy-five (75) hours will be taken. For PTO requested during the time period between December 20 and January 1, a maximum of five (5) PTO days or thirty-seven and one-half (37½) hours will be taken. It is understood by the parties that days off may be scheduled at the beginning and/or the end of a vacation period.

Section 7. Vacation schedules for management/non-union employees will not interfere with the scheduling of bargaining unit personnel.

Section 8. 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. For the periods of June 15 through September 15 and December 20 through January 1, prime time vacation limits will apply.

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

Section 9. Approved vacations will not be changed without the consent of the employee when personnel must transfer because of layoff, unit closings, or transfers due to an administrative decision. In each of the above instances, approved vacation requests will be honored. When a transfer to another cost center or change in status 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 10. Individual PTO days are to be submitted with routine time requests. It is understood that requests for individual PTO days are given the same consideration as any routine time requests and will not be unreasonably denied. Time requests for individual days will not count against the maximum limits set forth in prime time.

### **Article MFH/RN #11 Shift Rotation**

Section 1. Day shift full-time and regular part-time employees who are employed in units that have scheduled shift work shall be rotated for staffing coverage on the evening and night shifts in order to meet unforeseen staffing needs as follows:

- a.) request volunteer to rotate to the off shift;

- b.) extra time on the off shifts will be offered to regular part-time and per diem employees; and then
- c.) the least senior employee(s) from among non-probationary employees in the same unit will be scheduled on the alternate shift.

It is understood by all that shift rotation will occur only after all other reasonable alternatives have been exhausted.

Section 2. No employee will be assigned to work more than two (2) different shifts in any four (4) week time period. Employees rotated from days to evenings or nights will be offered the option of having a long day scheduled after the shift rotation.

Section 3. Employees will not be assigned to rotate to an alternate shift on a holiday, unless mutually agreed upon by both the employee and Employer.

Section 4. Employees assigned to the float pool are exempt from shift rotation.

### **Article MFH/RN #12 Floating**

Section 1. When floating is required, it will be done as follows:

- a.) any agency staff scheduled to work will be floated first as long as it does not reduce the skill mix of the remaining staff or create an additional cost to the Employer;
- b.) a list of regular employees assigned to an individual unit/department will be developed in inverse order of seniority;
- c.) if any 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.) the least senior employee with less than fifteen (15) years seniority will float first, with subsequent floating being assigned until all employees in that category have been floated. In a department where all employees have fifteen (15) years of seniority or greater, the least senior employee will float, with subsequent floating being assigned until all employees have been floated.

Section 2. The Employer will make every effort to not float employees on a major holiday.

Section 3. Staff who float will work to his/her level of competence. An employee that is floated:

- a.) will be given an assignment appropriate to his/her experience; and

- b.) will be given appropriate instruction and supervision to assist the floated employee in completing unfamiliar skills and documentation.

Section 4. It will be the responsibility of the unit manager or designee to orient the floated employee to the unit and to act as a resource person for that shift.

Section 5. An employee will be excused from floating when:

- a.) he/she is scheduled to precept an employee; or
- b.) he/she is in training or on orientation.

An employee who has volunteered to work an extra shift or an overtime shift, following the posting of the approved schedule, and is no longer needed on the scheduled unit/department, will be offered the option to either cancel the extra shift or agree to float. It is the responsibility of the employee to call his/her supervisor one (1) hour prior to the start of the shift to confirm they are still needed on the scheduled unit/department.

Section 6. 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 less hours remain in the shift.

Section 7. In the event that more than one nurse is required to float to another unit, choice of unit to float to will be offered by seniority.

Section 8. If the staffing requirements on the unit to which an employee floats are reduced during the shift, the floated employee has first option to be voluntarily downsized.

### **Article MFH/RN #13 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;
- b.) by subjecting to layoff the least senior employee or employees in the job title, unit/cost center, category of employment and shift;
- c.) all temporary and then probationary employees in the job title, unit/cost center and shift in which a layoff is to occur will be terminated prior to any regular employee in that job title, unit/cost center, and shift being subject to layoff;

- d.) 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;
- e.) 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 RN level in the bargaining unit;
- f.) all positions which become vacant during the layoff procedure will be posted and filled as per Article 45, Job Bidding and Transfers;
- g.) 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 the steps in Section 2. below;
- h.) 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 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 2. below, or be transferred to the shift on which additional staffing is needed;
- i.) employees subject to layoff will have the option to job choices within their RN level and/or job title;
- 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 but no bumping rights;
- k.) for the purposes of this Article, the parties acknowledge there are day, evening and night shifts; specifically eight (8) hour day, evening and night shifts; ten (10) hour day, evening and night shifts; twelve and one-half (12½) or thirteen (13) hour day, evening and night shifts. Employees subject to layoff may choose to be given their options based on their specified shifts;  
  
If their specific hours of work are not available they will be given their options according to the appropriate shift; day, evening or night shift.
- l.) employees may volunteer to be subjected to layoff, by seniority, in the job titles, unit/cost center, category of employment and shift.
- m.) per diem employees subject to layoff may not bump a benefited employee.

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

- Step 1: First, they shall be assigned to any vacant position in the bargaining unit which is their category of employment, job title and 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 and will be given options once the temporary position expires. 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: Second, if no such vacancy exists, they would be permitted to bump any probationary employee in their unit/cost center, category of employment, job title and shift.
- Step 3: Third, 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: Fourth, 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: Fifth, if the employee cannot be placed within their job title, they shall be assigned to any vacant position in their category of employment; RN-level and shift provided the employee meets the requirements for hiring into that position.
- Step 6: Sixth, if no such vacancy exists, the employee shall bump any probationary employee in their category of employment, RN-level and shift provided the employee meets the requirements for hiring into that position.
- Step 7: Seventh, if there are no probationary employees who may be bumped in Step 6 above, then the employees may bump the least senior employee in their category of employment, RN-level and shift, provided the employee has more seniority than the least senior employee and meets the requirements for hiring into the position.
- Step 8: Eighth, if the employee cannot be placed within a position in their category of employment, RN-level and shift, they shall be assigned to any vacant position in their category of employment, RN-level provided the employee meets the requirements for hiring into that position.

Step 9: Ninth, if no vacancy exists, the employee shall bump any probationary employee in their category of employment and RN-level provided the employee meets the requirements for hiring into that position.

Step 10: Tenth, if there are no probationary employees who may be bumped in Step 9 above, then the employee may bump the least senior employee in their category of employment, RN-level provided the employee has more seniority than the least senior employee and meets the requirements for hiring into the position.

Step 11: Eleventh, if the employee cannot be placed in their category of employment and RN-level, they shall be offered to bump the least senior employee in any category of employment in their RN-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: Twelfth, if the employee cannot be placed within a position in their RN-level by Step 11 above, then the above Steps 5 through 11 shall be repeated in the next lower RN-level and then to subsequent lower RN-levels until placed into a position or laid-off.

The Employer will decide in all cases whether there is vacancy. When the least senior employee above is bumped, they shall be placed as if they were originally subject to layoff.

Section 3. When an employee is bumped, they shall have all the rights of this Article as if they were originally subject to layoff, beginning with Section 1. of this Article.

Section 4. At other than Step 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’s response must be provided to the appropriate Human Resources 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, or at another site within the bargaining unit, 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 give 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 shall 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 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 as per Section 2.

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 MFH/RN #14 Downsizing**

Section 1. The Employer and the Union recognize 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 unit or department, the reduction will be completed as follows:

- a.) any scheduled agency personnel in the units/departments will be canceled provided that the remaining staff members are competent to perform the work;
- 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 rotating basis (wheel);
- d.) per diem employees who are scheduled above/beyond their commitment shifts will be canceled and/or reassigned as per needs within the unit/department;
- e.) per diem employees who are scheduled will be canceled and/or reassigned as per needs within the unit/department;
- f.) any scheduled hours in excess of an employee's normal workweek, or in the case of regular part-time employees, in excess of the minimum weekly hours for which they are hired will be canceled in inverse order of seniority. Such employees may use accrued paid time off.
- g.) volunteers will be offered excused absence time without pay in order of seniority on a rotating basis (wheel);
- h.) flex employees will be downsized in order of seniority.

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

Section 3. It is understood that if the steps in Section 1. (a.-h.) above do not result in appropriate downsizing, floating as set forth in Article 13 will apply.

**Article MFH/RN #15**  
**Unit/Department Closure**

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

- a.) The Employer will notify all affected employees and the Union of unit closures and unit re-openings.
- 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.
- c.) In the event that employees on the closed unit(s) elect to report for work and to be floated, the process in Article 9, Floating will be followed.

**Article MFH/RN #16**  
**Charge Nurse Position**

Charge nurse duties will be rotated among those who are qualified and willing.

The Employer, however, reserves the right to maintain, institute, or eliminate permanent charge where it determines there is a business necessity.

It is understood that permanent charge nurse assignments:

- a.) will not adversely affect nurse to patient care ratios;
- b.) will not be used as management extensions insofar as performing work normally/customarily performed by management/supervisory personnel;
- c.) will be filled by the most senior qualified applicant within the unit/department following posting of the assignment in a prominent place in the unit/department for a period of fourteen (14) days;
- d.) will be posted as per Article 45, Job Bidding and Transfers, if the assignment is not filled according to c.) above;
- e.) will be reabsorbed into the unit/department if the Employer eliminates the assignment in the unit/department.

**Article MFH/RN #17**  
**Scrub Apparel**

Section 1. The Employer will provide scrub apparel for the employees working in the following units/departments:

- a.) Operating Room;
- b.) Post Anesthesia Care Unit;
- c.) Cardiac Catheterization Lab;
- d.) GI Unit;
- e.) Urology Procedure Unit;
- f.) Interventional Radiology/Special Procedures Suites;
- g.) Labor and Delivery; and
- h.) Anatomic Grossing Room.

Section 2. Employer provided scrub apparel will not be worn outside of the Hospital unless approved by a manager. Employees will change into scrub apparel at the beginning of the shift and out of the apparel at the end of the shift.

**Article MFH/RN #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 1<sup>st</sup> day of June, 2008.

For Kaleida Health:

For Communications Workers of America,  
AFL-CIO:

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Michael A. Connors  
Internal Labor Counsel

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Debora M. Hayes, CWA  
Staff Representative

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Don Boyd, President  
Milliard Fillmore Hospital-Gates

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Robert V. Andruszko, AVP, CWA  
Bargaining Representative

---

Christopher Lane, President  
Milliard Fillmore Hospital-Suburban

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Kathy Boyd, AVP, CWA  
Bargaining Representative

---

Susan Meyers, CWA  
Bargaining Representative

**Memorandum of Understanding MFH/RN #1**  
**Categories of Employment**

The following current, part-time employees will remain part-time (non-benefited), and will be grandfathered as long as they remain in their current position.

Margaret George      Sub OR

**Memorandum of Understanding MFH/RN #2**  
**Self Staffed/Closed Units**

Section 1. The following units at Millard Fillmore Hospital – Gates, are presently self-staffed/closed units.

- a.) O.H.U.
- b.) N.I.C.U.
- c.) S.I.C.U.

Section 2. The following units at Millard Fillmore Hospital – Suburban, are presently self-staffed/closed units.

- a.) Labor & Delivery;
- b.) Mother Baby Unit.

Section 3. It is agreed to by the parties that the units stated above will remain self-staffed/closed for the life of this Agreement.

**Memorandum of Understanding MFH/RN #3  
Extended Shifts**

Section 1. The following units/departments which currently schedule employees in ten (10), twelve and one-half (12½) hour shifts or thirteen (13) hour shifts will continue to schedule employees in that shift for the life of this Agreement. It is understood that this relates to department scheduling practices only and not to individual employees.

Gates

Emergency Room  
Open Heart Unit  
Neuro-Intensive Care Unit  
Cardiac-Medical Intensive Care Unit  
Cardiac Intervention Unit  
Cardiac Medical Unit  
Neuro Intervention Unit  
8 West  
**7 Center**  
\*CATT Scan  
\*Special Procedures  
\*Float Pool  
Surgical Intensive Care Unit  
Intermediate Surgical Care Unit  
\*Coronary Cath Lab  
\*PACU

Suburban

Labor & Delivery  
Mother Baby Unit  
Intensive Care Unit  
Nursery  
Pre-natal testing  
Float Pool  
2 North  
3 West  
3 East  
2 East  
2 Southeast  
2 Southwest

\* Should the Employer deem that volume/operations no longer support the ability/need for extended shifts on any of the above units/departments, the parties agree to meet to negotiate a solution.

Section 2. The parties further agree that there are units and/or departments within both the Gates Circle and Suburban sites that schedule employees in a combination of eight (8), ten (10), twelve and one-half (12½), and thirteen (13) hour shifts. It is the intent of the Employer to continue this practice of “combination scheduling”. If the number of employees in either the eight (8), ten (10), twelve and one-half (12½), or thirteen (13) hour shift needs to be altered, the change will be referred to the Job Security Committee. Once scheduled at Job Security, the contract language on Job Security and Hours of Work and Work Schedules will be followed.

**Memorandum of Understanding MFH/RN #4**  
**BGH Pension Plan Credit**

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

- 1.) Susan Borchert
- 2.) Karen Cwalina
- 3.) June Group
- 4.) Andrea Kawalerski