

Master Agreement
Table of Contents

Article #	Title	Page #
1	Agreement and Application	8
2	Responsible Relationship	8
3	Recognition	8
4	Non-Discrimination	23
5	Access to Premises for Union Representatives	24
6	Union Representation	24
7	Grievance Procedure	28
8	Probationary Period	32
9	Categories of Employees	32
10	Dual Status Employees	38
11	Flexible Employees	39
12	Per Diem Employees	41
13	Temporary Employees	44
14	Weekend Employees	45
15	Hours of Work and Work Schedules	46
16	Weekend Work	53
17	Shift Rotation	54
18	Temporary Downsizing	54
19	Floating	56
20	Shift Differential	59
21	On-Call Pay	60
22	Call-In Pay	62
23	Salaries	62
24	Recruitment, Incentive or Premium Pay Programs	62
25	Overtime	62
26	Paid Time Off	64

27	Paid Time Off Scheduling	73
28	Flexible Benefit Plan	110
29	Medical and Prescription Drug Benefits	112
30	Dental Benefits	118
31	Hospital Discounts	120
32	Life Insurance	122
33	Retirement Plan	123
34	Transitional Return to Work Program	128
35	Leave of Absence	130
36	Military Leave	140
37	Jury Duty	142
38	Bereavement Leave	142
39	Disability	143
40	Workers' Compensation	147
41	Employee Assistance Program	151
42	New York Paid Sick Leave Law	151
43	1199/SEIU League Training and Upgrading Fund	152
44	Infectious Disease State of Emergency Preparedness	152
45	Agency / Travel Personnel	156
46	Nursing Preceptor Program	156
47	Training Program	157
48	Travel	158
49	Domestic Partner	158
50	Seniority	159
51	Layoff and Recall	161
52	Multi-Site Float Pool	234
53	Job Bidding and Transfers	235
54	Temporary Transfers Between Kaleida Health Sites	238

55	Merger, Consolidation, Transfer or Establishment of Work within Kaleida Health	240
56	Selling and Closure of Business by Kaleida Health	249
57	Personnel Files	250
58	Job Descriptions	250
59	Scrub Apparel	251
60	Uniforms	252
61	Lounge and Locker Facilities	253
62	Progressive Discipline and Remediation	253
63	Time and Attendance	255
64	Attendance Bonus	258
65	Resignations/Terminations	259
66	Bargaining Unit Work	259
67	Contracting Out Work	260
68	Management Rights	261
69	Employer Policies	261
70	No Strike – No Lockout	262
71	Successorship	262
72	Committees	262
73	Health and Safety Committee	263
74	Job Security/Committee	266
75	Parking Committee	267
76	Staffing and Productivity Committees	267
77	Workforce Training and Retraining/Committee	271
78	Access to Technology	271
79	Savings Clause	272
80	School Health Services Employees	272
81	Multi-Site On-Call Procedure	274
82	Holidays	274
83	Union Membership	287

84	Pharmacy Shift Rotation at the Buffalo General Hospital	287
85	Payroll Deduction of Union Dues	289
86	Political Action Committee Deductions	292
87	Labor Management Committees	293
88	Temporary Closure of Units/Departments	293
89	Security Technology	294
90	Health Information Technology	294
91	Float Pool Employees	294
92	Charge Nurse	297
93	Hours of Work – Clerical Employees	298
94	Extended Shifts	299
95	Bulletin Boards	300
96	Clinical Progression Model	301
97	OCH Non-Nursing Functions	304
98	OCH Non Professional Functions	305
99	OCH Non-Technical Functions	305
100	Temporary Positions	305
101	Purchase of a Business by Kaleida Health	306
102	Parking	307
103	Drug Enforcement Administration (DEA) Numbers	308
104	Salaried Employees	308
105	Duration	308
106	Administration of the ADA	310
107	Staffing	311
108	Workplace Violence	337
109	Staffing Incentive Program	338
Appendix A	Clerical Employee Salaries	341
Appendix B	Maintenance Employee Salaries	346

Appendix C	Professional Employee Salaries	350
Appendix D	Registered Nurse Salaries	356
Appendix E	Service Employee Salaries	362
Appendix F	Technical Employee Salaries	366
Appendix G	Kaleida Health Bargaining Units	374
Appendix H	Grievance Form	375
Letter #1	Administration of New Long Term Care Needs List	377
Letter #2	Healthcare Related Joint Ventures	378
Letter #3	SEIU Upstate Regional Labor Management Project Fund	379
Letter #4	Rotating Wheel	380
Letter #5	Rotating Wheel #2	381
Letter #6	Healthy Work Environment	383
Letter #7	Diversity, Equity and Inclusion (DEI)	385
Letter #8	Side Letter Between Kaleida Health, CWA 1168 and 1199SEIU Concerning Use of ESB for Injury or Illness sustained during paid Union time	386
Letter #9	Service Employee Annual Retention Payments	386
MOU #1	DMH/TCCS Life Insurance	387
MOU #2	RNFAs Millard Fillmore	387
MOU #3	Health Insurance Grandfathering	387
MOU #4	Operating Room Service Leaders BGMC and MFSH	388
MOU #5	Holidays in the Operation Room at OCH for the RN and Technical Bargaining Units	389
MOU #6	Red Circled Employees	390
MOU #7	Maintenance Employee Allowances (SEIU1199)	390
MOU #8	Seasonal Employees	391
MOU #9	Special Projects – 1199 SEIU	391
MOU #10	Rotating Positions	392
MOU #11	Drop and Add Relative to FTE	394
MOU #12	Flexible Employees	395
MOU #13	Bulletin Boards	395

MOU #14	Contract Printing	398
MOU #15	MFH/RN Self Staffed/Closed Units	398
MOU #16	Operating Room and Multi-Specialty Procedure Area (MPA) Service Leaders at WCHOB	398
MOU #17	OCH Per Diem Employees Holiday Commitment	399
MOU #18	OCH RN Mandatory Overtime	399
MOU #19	OCH RN STAT Team	400
MOU #20	OCH RN Neonatal Transport Nurse	400
MOU #21	OCH RN & Technical – ECMO Specialists	401
MOU #22	Paid Time Off Grandfathering	402
MOU #23	OCH RN/LPN – Floating Grid	404
MOU #24	Hospital Certification / Designations	405
MOU #25	Uniform Colors - LTC and Hospital Setting Nursing Units	406
MOU #26	Adult Site RN & Surgical Technologist Floating Grid	406
MOU #27	Categories of Employees in the BGMC Dietary Department	410
MOU #28	BGMC Registered Nurse Self Staffed Closed Units	410
MOU #29	Vacant Position Tracking	411
MOU #30	DMP RN - Hours of Work Weekend Commitment	411
MOU #31	Clinical Pharmacy Coordinator Qualifications	412
MOU #32	Flint Road: Endo-Diabetes Titles	412
MOU #33	DeGraff/Millard Clinical Nurse Educators	413
MOU #34	Mult-Site Float Pool – Clinical Lab Scientists	413
MOU #35	BGMC/CWA Surgical Technologist Assignments	415
MOU #36	CWA/MFS On-Call Courier Assignment – Flint Road Laboratory (Carrying the Phone for On / Off Duty Courier Response)	416
MOU #37	Adding BGMC MICU NP/PA Positions – “10 Hour Shifts”	416
MOU #38	MFSH Critical Care RNs in MFSH Nursing Float (13030) Floating to DMP Emergency Room	417

MOU #39	NFTA Public Transit Discount	419
MOU #40	Variable Start Time Process for 1199/SEIU Members	420
MOU #41	Millard Fillmore Suburban Procedure for Temporary Closure of Units	420
MOU #42	Service Employee International Union 1199 SEIU Labor Management Initiative	421
MOU #43	Contracting Out Work / Bargaining Unit Work	423
MOU #44	Quarterly Job Review Committee	424
MOU #45	Business Office Clerical Overtime at Larkin	424
MOU #46	Definition of “Closed Unit”	427
MOU #47	APP Security	428
MOU #48	CWA/MFS Cost Center 13317; MFS Maternity Floats	429
MOU#49	MFSH RN Weekend Commitment	430
MOU #50	Flint Road PSC and Phlebotomy Services Cost Center 20751	431
MOU #51	APP On-Call	432
MOU#52	Lead Aprons and Associated Protective Equipment	433
MOU#53	Short Shift Positions for Staffing Support Trial Program	435
MOU#54	Flint Road Courier Service / Cost Center 20749	436
MOU#55	Enhanced Staffing Plan Positions	437
MOU#56	BGMC Procedure Labs – Cross Training Plan for RNs and Radiological Technicians	438
MOU #57	Memorandum of Understanding and Settlement Agreement	440
MOU #58	Nurse Assistant Training Program, Nurse Aide Trainee	443

Article 1
Agreement and Application

Section 1. This Master Agreement is entered into by and between Kaleida Health, hereinafter referred to as the Employer; 1199 SEIU United Healthcare Workers East, hereinafter referred to as SEIU and the Communications Workers of America, AFL-CIO, hereinafter referred to as CWA; or collectively as the Unions.

Section 2. The provisions of this Master Agreement shall supersede and replace the corresponding provisions of any existing bargaining unit agreement that deals with the same issues and shall be incorporated to the exclusion of any other provision referring to the same issues in any initial agreement for a new bargaining unit.

Section 3. The terms and conditions of this Master Agreement shall apply to the bargaining units listed in Appendix H and as specifically defined in their respective local bargaining unit agreements with the Employer.

Article 2
Responsible Relationship

The Employer and the Unions recognize that it is in the best interest of the parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Employer and the Unions and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning and consistent with the Unions' status as exclusive bargaining representatives of all employees covered by this contract. Each party shall bring to the attention of all employees in the units covered by this contract, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to insure adherence to this purpose.

Article 3
Recognition

FOR CWA

Section 1. The Employer hereby recognizes the Communications Workers of America, AFL-CIO 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 units:

- a.) The Buffalo General Medical Center Professional Unit (Recognition is in accordance with the Effects Master Agreement dated June 10, 1998, Section 7, Union Recognition):

Inclusions: All professional employees employed by Kaleida Health at Buffalo General Medical Center, 100 High Street; Gates Vascular Institute, 875 Ellicott Street; HighPointe on Michigan, 1031 Michigan Avenue; Larkin Building, 726 Exchange Street; Kaleida Family Planning Center, 1313 Main Street; Hertel-Elmwood Internal Medicine Center, 900 Hertel Avenue; North Buffalo Medical Park; 900 Hertel Avenue; 1026 Main Street; 1028 Main Street, will be included in the bargaining unit in the following job titles.

Clinical Dietician	LTC Financial Specialist
Clinical Laboratory Scientist	Nutritional Support Service Dietician
Clinical Pharmacy Coordinator	Occupational Therapist
Clinical Staff Pharmacist	Physical Therapist
Community Educator	Physician Assistant
Counselor III CSW R	Point of Care Liaison
Counselor IV	Recreational Therapist
Cytotechnologist	Senior Clinical Laboratory Scientist
Exercise Physiologist	Social Worker MSW
Graduate Pharmacist	Social Worker BSW
Lead Clinical Dietician	Speech Language Pathologist
Lead Clinical Laboratory Scientist	Staff Counselor – Behavioral Health
Lead Counselor II Inpatient Behavioral Health	Staff Counselor I
Lead Counselor IV	Staff Counselor II Adult OP
Lead Counselor IV Adult OP Svcs	Staff Counselor II Case Management
Lead Counselor IV Case Mgmt	Staff Counselor II Case Mgmt -MICAID
Lead Counselor IV Cont Day Treat	Staff Counselor II MS
Lead Counselor V	Staff Counselor III Adult
Lead Cytotechnologist	Staff Counselor III Case Management
Lead Occupational Therapist	Staff Counselor IV
Lead Physical Therapist	Staff Counselor IV Adult OP
Lead Speech Language Pathologist	Staff Pharmacist
Lead Staff Counselor II	SW Financial Counselor
LTC Financial Counselor	Transition Placement Coach

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

- b.) The Buffalo General Medical Center Registered Nurse Unit (certified by the National Labor Relations Board in Case 3-RC-8244):

Inclusions: Except as excluded below, registered professional nurses, in all categories of employment, employed at Kaleida Health at Buffalo General Medical Center, 100 High Street; Gates Vascular Institute, 875 Ellicott Street; HighPointe on Michigan, 1031 Michigan Avenue; Larkin Building, 726 Exchange Street; the Kaleida Family Planning Center, 1313 Main Street; Hertel Elmwood Internal Medicine Center, 900 Hertel Avenue; North Buffalo Medical Park, 900 Hertel; Herman Badillo Bilingual Academy, 315 Carolina Street; 1026 Main Street; 1028 Main Street, will be included in the bargaining unit, in the following job titles:

Ambulatory Care Nurse
 Behavioral Health Nurse
 Cardiac Services Nurse
 Clinical Nurse Educator
 Clinical Nurse Educator MS
 Clinical Nurse Facilitator
 Clinical Nurse Specialist
 Clinical Nurse Specialist Neurology
 Clinical Patient Transfer Coordinator
 Clinical Stroke Coordinator
 Critical Care Family Liaison
 Critical Care Nurse
 Denials Management Coordinator
 Enterostomal Therapist
 Infection Prevention Nurse
 Telemetry Nurse

Medical Surgical Nurse
 Neurosurgery Liaison Nurse
 Nurse Counselor
 Nurse Educator MS
 Nurse Practitioner
 Nurse Practitioner Behavioral Health
 OR Service Line Coordinator
 Patient Care Coordinator
 Perioperative Clinical Nurse Educator (BS)
 Perioperative Clinical Nurse Educator (MS)
 RN First Assistant
 Special Procedures Nurse
 Staff Nurse SNF
 Surgical Services Nurse
 Transition Placement RN

Exclusions: 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.

- c.) The Buffalo General Medical Center Technical, Clinical-Clerical Unit (certified by the National Labor Relations Board in Case 3-RC-8762):

Inclusions: All employees employed by Kaleida Health at Buffalo General Medical Center, 100 High Street; Gates Vascular Institute, 875 Ellicott Street; HighPointe on Michigan, 1031 Michigan; Larkin Building, 726 Exchange Street; the Kaleida Family Planning Center, 1313 Main Street; Hertel-Elmwood Internal Medicine Center, 900 Hertel Avenue; North Buffalo Medical Park, 900 Hertel Avenue; Herman Badillo Bilingual Academy, 315 Carolina Street; 1026 Main Street; 1028 Main Street, will be included in the bargaining unit in the following job titles:

Activities Assistant	Lead END Technologist
Addictions Counselor	Lead Histology Technician
Alcohol Counselor	Lead Interventional Technologist
Anatomic Pathology Assistant	Lead Mammography Technologist
Anesthesia Assistant	Lead MRI Technologist
Anesthesia Technician	Lead Neuro-Peripheral Rad. Technologist
Angiology Technician	Lead Nuclear Med Technologist
Autopsy Assistant	Lead Radiologic Technologist
Cardiac Billing Statistical Analyst	Lead Ultrasonography Technologist
Cardiac Services Chart Analyst Abstractor	Licensed Practical Nurse
Cardiac Technician	Licensed Practical Nurse SNF
Cardiovascular Radiology Technologist	LTC Rehabilitation Medical Secretary

Case Manager	Mammography Technologist
CT Scan Technologist	Medical Assistant
Certified CT Scan Technologist	Medical Secretary
Certified CVRT - Vascular	Medical Secretary Senior
Certified CVRT Cardiac	Medical Technician
Certified Medical Assistant	Medication History Specialist
Certified MRI Technologist	Mental Health Worker
Certified Occupation Therapy Assistant	Mental Health Worker I
Certified Quality Assurance Technologist	Monitor Technician
Communication Operator	MRI Technologist
Community Health Navigator	Neuro-Analyst Abstractor
Dental Assistant	Neuro-Peripheral Radiologic Technologist
Dental Hygienist	Neurovascular Research Technician
Dietary Clerk	Neurovascular Technician
Dietary Technician	Nuclear Medicine Technologist
Echo Technologist	Patient Experience Associate (New)
EKG Technician	Patient Experience Coordinator (New)
Electro Neurodiagnostic Tech 1	Patient Financial Clearance Rep.
Electro Neurodiagnostic Tech 2	Patient Reception Registration
Electro Neurodiagnostic Tech 3	Patient Registration Rep.
Facilitated Enroller	Perfusionist
Family Planning Counselor	Perfusionist MSF
File Clerk	Pharmacy Technician I
Greeter	Pharmacy Technician II
Guest Relations Representative	Phlebotomy Technician
Hemodialysis Patient Care Technician	Physical Therapy Assistant
Histological Assistant	Pulmonary Function Technician
Histology Prep Technician	Quality Assurance Technologist
Histology Technician	Radiologic Technologist
Imaging Service Biller	Registry Data Abstractor Analyst
In Person Assistor/Navigator	Respiratory Technician
Interventional Radiology Technologist	Respiratory Therapist
Laboratory Assistant Student – CLS	Scheduling Secretary OR
Laboratory Assistant Student - MT	Secretary
Laboratory Processor	Surgical Technologist
Lead Abstraction Specialist	Technical Assistant
Lead Certified CT Scan Technologist	Transcriptionist Editor
Lead Certified CVRT - Vascular (VI)	Translator / Receptionist
Lead Certified CVRT Cardiac (CI)	Translator LPN
Lead Certified MRI Technologist	Ultrasonography Technologist
Lead CVRT	Ultrasonography Technologist MSF
Lead Dental Assistant	Unit Secretary
Lead Echo Technologist	Visitor Control Clerk

Exclusion: All other employees including, but not limited to, Business Office clerical employees, secretaries to physicians, secretaries to department heads, secretaries to

employees listed on the confidential and executive payrolls, professional employees, guards, special fund employees and supervisors as defined by the Act.

- d.) The DeGraff Medical Park Professional Unit (certified by the National Labor Relations Board in Case 3-RC-11786):

Inclusions: All professional employees employed by DeGraff Medical Park at 445 Tremont Street, North Tonawanda; DeGraff Rehabilitation and Skilled Nursing Facility, 445 Tremont Street; Wellness Center, 415 Tremont Street, North Tonawanda; will be included in the bargaining unit in the following job titles:

Clinical Dietician	Long Term Care Financial Counselor
Clinical Laboratory Scientist	Occupational Therapist
Clinical Pharmacy Coordinator	Physical Therapist
Clinical Staff Pharmacist	Physician Assistant
Exercise Physiologist	Recreational Therapist
Graduate Pharmacist	Senior Clinical Laboratory Scientist
Lead Clinical Dietician	Social Worker BSW
Lead Clinical Laboratory Scientist	Speech Language Pathologist
Lead Physical Therapist	Staff Pharmacist

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

- e.) The DeGraff Medical Park Registered Nurse Unit (certified by the National Labor Relations Board in Case 3-RC-10545):

Inclusions: Except as excluded below, all Registered Nurses in all categories of employment, employed by Kaleida Health at DeGraff Medical Park at 445 Tremont Street, North Tonawanda; DeGraff Rehabilitation and Skilled Nursing Facility, 445 Tremont Street; Wellness Center, 415 Tremont Street, North Tonawanda; will be included in the bargaining unit in the following job titles:

Ambulatory Care Nurse	Medical Surgical Nurse
Cardiac Service Nurse	Nurse Practitioner
Clinical Nurse Educator	Obstetric Nurse
Clinical Nurse Educator (MS)	Operating Room Service Line Coordinator
Clinical Nurse Facilitator	Patient Care Coordinator
Clinical Nurse Specialist	Registered Nurse First Assistant
Critical Care Nurse	Special Procedure Nurse
Enterostomal Therapist	Staff Nurse SNF
Infection Prevention Nurse	Surgical Service Nurse
Telemetry Nurse	Transition Placement Nurse

Exclusions: All other employees including Employee Health, Human Resources or Risk Management; RCC/Relief Charge Nurses; Nurse Managers, Associate Nurse

Managers, Administrative Nurse Manager, non-nurse professional employees, technical employees, office clerical employees, guards and supervisors are excluded.

- f.) The DeGraff Medical Park Technical, Clinical-Clerical, Service Unit (certified by the National Labor Relations Board in Case 3-RC-8774):

Inclusions: Except as excluded below, all technical, clinical-clerical and service employees in all categories of employment, employed by Kaleida Health at DeGraff Medical Park at 445 Tremont Street, North Tonawanda; DeGraff Rehabilitation and Skilled Nursing Facility, 445 Tremont Street; Wellness Center, 415 Tremont Street, North Tonawanda, 43 Niagara Street; will be included in the bargaining unit in the following job titles:

Activities Assistant	Materials Handler
Anesthesia Assistant	Medical Assistant
Cardiac Technician	Medical Secretary
Cashier	Medical Technician
CT Scan Technologist	Medical Transcriptionist
Cert Occupation Therapy Assistant	Medication History Specialist
Certified CT Scan Technologist	Nuclear Medicine Technologist
Certified Medical Assistant	Nurse Assistant
Certified Nurse Assistant	Nutritional Service Worker
Certified Quality Assurance Technologist	Office Support Clerk/Printer
CNA/NA Trainee	Mammography Technologist
Coding Specialist	Patient Access Services Representative
Communication Operator	Patient Care Assistant
Cook	PCA Student Nurse
Cook Assistant	Patient Client Representative
Dietary Technician	Patient Financial Clearance Representative
Document Imaging Record Processor	Patient Financial Services Representative
Driver	Patient Reception Registration
Echo Technologist	Patient Registration Rep
Emergency Room Technician	Patient Support Associate
Environmental Service Aide	PFS Cashier
Facilitated Enroller	Pharmacy Technician I
Materials Equipment Coordinator	Pharmacy Technician II
File Clerk	Phlebotomy Technician
Grill Cook	Physical Therapy Assistant
Health Information Clerk I	Quality Assurance Technologist
Health Information Clerk II	Radiologic Technologist
Hospitality Associate	Receiving Clerk Dietary
In Person Assistor/Navigator	Rehabilitation Therapy Aide/SNF
Laundry Attendant	Respiratory Therapist
Lead Coding Specialist	Scheduling Secretary OR
Lead Echo Technologist	Sterile Processing Technician
Lead Mammography Technologist	Surgical Technologist

Lead Nuclear Med Technologist
Licensed Practical Nurse
Licensed Practical Nurse SNF
Mail Clerk

Technical Assistant
Ultrasonography Technologist
Unit Secretary
Visitor Control Clerk

Exclusions: All other employees including, but not limited to, maintenance employees, confidential employees, charge nurses, and other supervisors as defined in the Act are excluded.

- g.) The Millard Fillmore Suburban Hospital Professional Bargaining Unit (Recognition is in accordance with the Effects Master Agreement dated June 10, 1998, Section 7, Union Recognition):

Inclusions: All professional employees in all categories of employment, employed by Kaleida Health at its Millard Fillmore Suburban Hospital, 1542 Maple Road; and The Center of Laboratory Medicine 115 Flint Road; Diabetes-Endocrinology Center of WNY, 705 Maple Road Suite 200; Buffalo Therapy Services, 705 Maple Road Suite 100; Diabetes-Endocrinology Center of WNY, 100 High Street Buffalo; Diabetes-Endocrinology Center of WNY, 445 Tremont Street North Tonawanda, 45 Spindrift Amherst, will be included in the bargaining unit in the following job titles:

Clinical Dietician
Clinical Laboratory Scientist
Clinical Service Representative
Cytotechnologist
Lead Clinical Dietitian

Lead Clinical Laboratory Scientist
Lead Cytotechnologist
Pathologists' Assistant
Physician Assistant
Senior Clinical Laboratory Scientist

Exclusions: All other employees, guards, supervisors as defined by the Act, are excluded.

- h.) The Millard Fillmore Suburban Hospital Registered Nurse Unit (Recognition is in accordance with the Effects Master Agreement dated June 10, 1998, Section 7, Union Recognition):

Inclusions: Except as excluded below, registered professional nurses in all categories of employment, employed by Kaleida Health at Millard Fillmore Suburban Hospital, 1540 Maple Road; 1542 Maple Road; Diabetes-Endocrinology Center of WNY 705 Maple Road Suite 200; Buffalo Therapy Services 705 Maple Road Suite 100; Diabetes-Endocrinology Center of WNY 100 High Street Buffalo; Diabetes-Endocrinology Center of WNY 445 Tremont Street North Tonawanda, 45 Spindrift Amherst, are included in the bargaining unit in the following job titles:

Ambulatory Care Nurse
Certified Nurse Midwife
Clinical Nurse Educator (BS)
Clinical Nurse Educator (MS)

Nurse Educator MS
Nurse Midwife
Nurse Practitioner
Obstetrics Nurse

Clinical Nurse Facilitator
 Clinical Nurse Specialist Neurology
 Critical Care Nurse
 Diabetes Nurse Clinician
 Enterostomal Therapist
 Infection Prevention Nurse
 Telemetry Nurse
 Lactation Consultant
 Medical Surgical Nurse
 Neurosurgery Liaison Nurse

OR Service Line Coordinator
 Patient Care Coordinator
 Perioperative Clinical Nurse Educator (BS)
 Perioperative Clinical Nurse Educator (MS)
 Research Nurse
 RN First Assistant
 Special Procedures Nurse
 Surgical Services Nurse
 Staff Nurse SNF
 Transition Placement Nurse

Exclusions: 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.

- i.) The Millard Fillmore Suburban Hospital Technical/Clinical-Clerical bargaining unit (Recognition is in accordance with the Effects Master Agreement dated June 10, 1998, Section 7, Union Recognition):

Inclusions: Except as excluded below, all technical/clinical-clerical employees in all categories of employment employed by Kaleida Health at Millard Fillmore Suburban Hospital, 1540 Maple Road; 1542 Maple Road; The Center of Laboratory Medicine, 115 Flint Road; Diabetes-Endocrinology Center of WNY, 705 Maple Road Suite 200; Buffalo Therapy Services 705 Maple Road Suite 100; 45 Spindrift Amherst and all draw stations including 3580 Sheridan Drive Amherst, 564 Niagara St, Building 2, Suite 100 Buffalo, 100 High Street Buffalo, 3900 Union Road, Suite 600 Cheektowaga, 5844 Southwestern Boulevard, Suite 200 Hamburg, 1540 Maple Road Williamsville, 705 Maple Road, Suite 400 Williamsville, 605 Division Street North Tonawanda, 5959 Big Tree Road, Suite 101 Orchard Park, 5858 Snyder Drive, Lockport are included in the bargaining unit in the following job titles:

Activities Assistant
 Ambulatory Representative Quality Enhanced
 Anatomic Pathology Assistant
 Anesthesia Assistant
 Anesthesia Technician
 Cardiovascular Radiology Technologist
 CT Scan Technologist
 Certified CT Scan Technologist
 Certified MRI Technologist
 Certified Occupational Therapy Assistant
 Certified Quality Assurance Technologist
 Communication Operator
 Dental Assistant

Lead Ultrasonography Technologist
 Lead Vascular Lab Technologist
 Licensed Practical Nurse
 Licensed Practical Nurse SNF
 Mammography Technologist
 Materials Handler
 Medical Assistant
 Medical History Specialist
 Medical Secretary
 Medical Secretary Senior
 Medical Technician
 Medical Transcriptionist
 MRI Technologist

Dietary Clerk	NeuroPeripheral Technologist
Dietary Technician	Nuclear Medicine Technologist
Driver	Patient Client Representative
Echo Technologist	Patient Financial Clearance Rep
ED Chart Acquisition Clerk	Patient Financial Services Rep
EKG Technician	Patient Reception Registration
Electro Neurodiagnostic Tech 1	Patient Registration Rep
Facilitated Enroller	Perfusionist
File Clerk	Pharmacy Technician I
Greeter	Pharmacy Technician II
Histological Assistant	Phlebotomy Technician
Histology Prep Technician	Phlebotomy Technician II
Histology Technician	Physical Therapy Assistant
Imaging Services Biller	Pulmonary Function Technician
Interventional Technologist	Quality Assurance Technologist
Laboratory Assistant Student – CLS	Radiologic Technologist
Laboratory Assistant Student – MT	Registry Data Abstractor Analyst
Laboratory Processor	Respiratory Technician
Lead CT Scan Technologist	Respiratory Therapist
Lead Certified CT Scan Technologist	Scheduling Secretary OR
Lead Certified MRI Technologist	Secretary
Lead Histology Technician	Surgical Technologist
Lead Interventional Tech	Technical Assistant
Lead Mammography Technologist	Ultrasonography Technologist
Lead MRI Technologist	Unit Secretary
Lead NeuroPeripheral Tech	Vascular Lab Technologist
Lead Nuclear Med Technologist	Visitor Control Clerk
Lead Radiologic Technologist	

Exclusions: All other employees including Business Office Clerical employees, Confidential and Administrative secretaries, employees who work in Human Resources, Employee Health and Risk Management, Special Fund employees defined as employees who are not selected according to the posting and bidding procedure and who do not have rights to positions with Kaleida should the fund be discontinued.

FOR 1199 SEIU

Section 1. The Employer hereby recognizes 1199 SEIU United Healthcare Workers East 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 following collective bargaining units:

- a.) OCH Registered Nurse and Licensed Practical Nurse Unit:

Inclusions: Except as excluded below, all Registered Nurses and Licensed Practical Nurses in the job titles listed below, at the following locations will be included in the

bargaining unit: John R. Oishei Children’s Hospital, 818 Ellicott Street, Buffalo; Niagara Street Pediatrics, 1050 Niagara Street Buffalo; Broadway Pediatrics, 1021 Broadway Street, Buffalo; Niagara Street OB/GYN Clinic, 564 Niagara Street Buffalo; Amherst Health Center, 3580 Sheridan Drive; OCH Ambulatory Care Center (Conventus); 1001 Main Street; Women’s Health Center, ECMC Campus, 462 Grider Street; McKinley Pediatric Outpatient Center, 3860 McKinley Parkway Blasdell, will be included in the bargaining unit. The following job titles are included in the Registered Nurse and LPN Units:

Ambulatory Care Nurse	Nurse Midwife
Certified Transport Nurse	Obstetrics Nurse
Clinical Nurse Educator (MS)	OR Service Line Coordinator
Clinical Nurse Educator WCHOB	Patient Care Coordinator
Critical Care Nurse	Peds Stat Transport Team Coordinator
Diabetes Nurse Clinician	Perioperative Clinical Nurse Educator, (MS)
Diabetes Teaching Nurse	RN First Assistant
Extended Role Nurse	Special Procedure Nurse
Infection Prevention Nurse	Surgical Procedures Nurse
Interventional Nurse	Surgical Services Nurse
Lactation Consultant	Transport Nurse
Licensed Practical Nurse	Transport Neonatal Nurse Practitioner
Medical Surgical Nurse	Triage Nurse
Neonatal Outreach Coordinator	

Exclusions: All other employees, including but not limited to all professional employees, managerial employees, administrative assistants, confidential employees who work in Human Resources, Employee Health and Risk Management, Foundation employees, special fund employees defined as employees who were not selected according to the posting and bidding procedures and who do not have rights to positions within Kaleida should the funding be discontinued.

b.) OCH Nurse Practitioner Unit:

Inclusions: Except as excluded below, all Nurse Practitioners employed by John R. Oishei Children’s Hospital at the following sites will be included in the bargaining unit: Robert Warner Rehabilitation Center; Broadway Pediatrics, 1021 Broadway Street, Buffalo, NY 14212; all WCHOB School Based Health Clinics, 414 South Division Street Buffalo, 73 Pawnee Parkway Buffalo, 24 Westminster Avenue Buffalo, 1095 Jefferson Avenue Buffalo, 340 Fougerson Street Buffalo, 106 Appenheimer Street Buffalo; John R. Oishei Children’s Hospital, 818 Ellicott Street, Buffalo, NY; OCH Ambulatory Care Center (Conventus), 1001 Main Street, Buffalo, NY; Women’s Health Center, ECMC Campus, 462 Grider Street; Niagara Street OB/GYN, 564 Niagara Street Buffalo.

The following job titles are included in the Nurse Practitioner Unit:

Neonatal Nurse Practitioner	Nurse Practitioner
-----------------------------	--------------------

Exclusions: All other employees, including but not limited to all professional employees, managerial employees, administrative assistants, confidential employees who work in Human Resources, and Employee Health and Risk Management.

c.) OCH Professional Unit:

Inclusions: Except as excluded below, all Professional employees in the job titles listed below will be included in the bargaining unit at the following sites John R. Oishei Children's Hospital; Pediatric Clinic 1050 Niagara Street Buffalo; The Robert Warner M.D. Center 1001 Main Street Buffalo, 5959 Big Tree Road Suite 101 & Suite 104A, Orchard Park, NY 14127; Broadway Pediatrics, 1021 Broadway Street, Buffalo, NY 14212; Child Psychiatry Clinic 1026 Main Street; 1028 Main Street; 1404 Sweet Home Road Suite 7, Amherst, NY, 4955 North Bailey Buffalo; John R. Oishei Children's Hospital, 818 Ellicott Street, Buffalo, NY; OCH Ambulatory Care Center (Conventus), 1001 Main Street, Buffalo, NY; Women's Health Center, ECMC Campus, 462 Grider Street; Niagara Street OB/GYN Clinic, 564 Niagara Street Buffalo; 4535 Southwestern Blvd., Hamburg will be included. All other sites associated with School Based Health Clinics and School Health Services-Community Health Clinics will be included, 414 South Division Street Buffalo, 73 Pawnee Parkway Buffalo, 24 Westminster Avenue Buffalo, 1095 Jefferson Avenue Buffalo, 340 Fougeron Street Buffalo, 106 Appenheimer Street Buffalo. The following job titles are included in the Professional Unit:

Audiologist	Marriage Family Therapist Licensed
Child Life Specialist	Occupational Therapist
Clinical Dietician	Physical Therapist
Clinical Laboratory Scientist	Physician Assistant
Clinical Pharmacy Coordinator	Physician Assistant (NICU)
Clinical Staff Pharmacist	Psychologist Licensed
Community Educator	Senior Clinical Laboratory Scientist
Coordinator Early Intervention	Social Worker BSW
Education Counselor	Social Worker MSW
Financial Counselor/Social Worker (BSW)	Special Needs Educator
Graduate Pharmacist	Special Needs Outreach Liaison
Lead Clinical Dietician	Speech Language Pathologist
Lead Clinical Laboratory Scientist	Staff Counselor I
Lead Occupational Therapist	Staff Counselor II MS
Lead Physical Therapist	Staff Counselor III, CSWR
Lead Psychologist CS	Staff Counselor IV (CSWR w/R required)
Lead Psychologist Eating Disorder	Staff Pharmacist
Lead Speech Lang Pathologist	SW Financial Counselor
Librarian	Unlicensed Psychologist

Exclusions: Titles or positions excluded: All other employees, including but not limited to managerial employees, administrative assistants, confidential employees who work in Human Resources, Employee Health and Risk Management, Foundation employees, special fund employees defined as employees who were not selected

according to the posting and bidding procedures and who do not have rights to positions within Kaleida should the funding be discontinued.

d.) OCH Technical Unit:

Inclusions: Except as excluded below, all Technical employees in the job titles listed below, at the following locations, will be included in the bargaining unit: John R. Oishei Children's Hospital, 818 Ellicott Street, Buffalo, NY; OCH Ambulatory Care Center (Conventus), 1001 Main Street, Buffalo, NY , Women's Health Center, ECMC Campus, 462 Grider Street; Niagara Street OB/GYN Clinic, 564 Niagara Street, Buffalo.

The following job titles are included in the Technical Unit:

Anatomic Pathology Assistant	Lead Nuclear Med Technologist
Anesthesia Assistant	Lead Radiologic Technologist
Anesthesia Technician	Lead Ultrasonography Technologist
CT Scan Technologist	Medical Technician
Certified CT Scan Technologist	MRI Technologist
Certified MRI Technologist	Nuclear Medicine Technologist
Dental Assistant	OB Technologist
Dental Hygienist	Pharmacy Technician I
Dietary Technician	Pharmacy Technician II
Echo Technologist	Phlebotomy Technician
Electro Neurodiagnostic Tech 1	Phlebotomy Technician II
Electro Neurodiagnostic Tech 2	Radiologic Technologist
Electro Neurodiagnostic Tech 3	Respiratory Technician
Histological Assistant	Respiratory Therapist
Laboratory Assistant Student – CLS	Respiratory Therapist Transport
Laboratory Assistant Student – MT	Respiratory Therapist Stabilization Team
Laboratory Processor	Surgical Technologist
Lead Certified CT Scan Technologist	Ultrasonography Technologist
Lead Certified MRI Technologist	

Exclusions: All other employees, including but not limited to all professional employees, managerial employees, administrative assistants, confidential employees who work in Human Resources, Employee Health and Risk Management, Foundation employees, special fund employees defined as employees who were not selected according to the posting and bidding procedures and who do not have rights to positions within Kaleida should the funding be discontinued.

e.) Business Office Clerical:

Inclusions: Except as excluded below, all Clerical employees in the job titles listed below, at the following locations, will be included in the bargaining unit: Buffalo General Medical Center, 100 High Street; Gates Vascular Institute, 875 Ellicott Street; Millard Fillmore Suburban Hospital, 1530 Maple Road; Record Archive Center, 255 Great

Arrow; Larkin Building, 726 Exchange Street; 1010 Main Street; 1026 Main Street and 1028 Main Street, Buffalo; Hertel Elmwood Clinic, 900 Hertel Avenue Buffalo; John R. Oishei Children's Hospital, 818 Ellicott Street, Buffalo, NY. The following clerical employee titles are included:

Acct Receivable Biller Collections	Patient Financial Services Rep
PFS Cash Posting	Patient Reception Registration
Certified Tumor Registrar	Patient Registration Rep
Coding Specialist	PFS Cashier
Corporate Bed Desk Coordinator	PFS Rep Call Center
Diagnostic Coder	Physician Ancillary Services Coder
Document Imaging Record Processer	Quality Enhancement
Health Information Clerk I	Record Archive Clerk
Health Information Clerk II	Record Archive Warehouse Worker
Lead Bed Desk Coordinator	Service Response Center Rep
Lead Coding Specialist	Support Staff
Lead Record Archive Specialist	Tumor Registry Clerk
Outpatient Coding Specialist	Tumor Registry Apprenticeship
Patient Financial Clearance Representative	Warehouse Record Archive Clerk
Patient Financial Counseling Representative	

Exclusions: All other employees, including but not limited to all professional employees, managerial employees, administrative assistants, confidential employees who work in Human Resources, Employee Health and Risk Management, Foundation employees, special fund employees defined as employees who were not selected according to the posting and bidding procedures and who do not have rights to positions within Kaleida should the funding be discontinued.

f.) OCH Service and Maintenance Unit:

Inclusions: Except as excluded below, all Service and Maintenance employees in the job titles listed below, at the following locations, will be included in the bargaining unit: 1404 Sweet Home Road Suite 7, Amherst, NY 1010 Main Street; 1026 Main Street; 1028 Main Street, Buffalo. All OCH; all OCH School Based Health Clinics, 414 South Division Street Buffalo, 73 Pawnee Parkway Buffalo, 24 Westminster Avenue Buffalo, 1095 Jefferson Avenue Buffalo, 340 Fougerson Street Buffalo, 106 Appenheimer Street Buffalo; John R. Oishei Children's Hospital, 818 Ellicott Street, Buffalo, NY; OCH Ambulatory Care Center (Conventus), 1001 Main Street, Buffalo, NY; 1050 Niagara Street Pediatric Clinic; OB/GYN Clinic, 564 Niagara Street Buffalo; McKinley Pediatric Outpatient Center, 3860 McKinley Parkway Blasdell; Broadway Pediatrics, 1021 Broadway Street, Buffalo; Women's-Health Center, ECMC Campus, 462 Grider Street. The following service and maintenance job titles are included:

Carpenter A	Medical Assistant
Certified Medical Assistant	Medical Assistant (Student Nurse)
Cook	Nurse Assistant
Electrician A	Nutritional Service Worker

Environmental Service Aide
Facilities Inventory Specialist
Groundskeeper
Hospitality Associate
Indirect Care Aide
Lead Mail Clerk
Maintenance Mechanic A
Maintenance Mechanic B
Materials Equipment Coordinator
Materials Handler

Painter A & B
Patient Care Associate
Patient Support Associate
PCA Student Nurse
Plumber A
Regulatory Equipment Handler
Refrigeration Mechanic A
Stationary Engineer
Sterile Processing Technician

Exclusions: All other employees, including but not limited to all professional employees, managerial employees, administrative assistants, confidential employees who work in Human Resources, Employee Health and Risk Management, Foundation employees, special fund employees defined as employees who were not selected according to the posting and bidding procedures and who do not have rights to positions within Kaleida should the funding be discontinued

g.) OCH Clerical Unit:

Inclusions: Except as excluded below, all Clerical employees in the job titles listed below, at the following locations, will be included in the bargaining units: John R. Oishei Children's Hospital, 818 Ellicott Street Buffalo; Amherst Health Center 3580 Sheridan Drive; Outpatient Services, Robert Warner, M.D. Center; 1404 Sweet Home Road Suite 7, Amherst, NY; OCH Ambulatory Care Center (Conventus), 1001 Main Street, Buffalo, NY; Broadway Pediatrics, 1021 Broadway Street, Buffalo; Women's Health Center, ECMC Campus, 462 Grider Street; Niagara Street OB/GYN Clinic, 564 Niagara Street Buffalo; 1050 Niagara Street Pediatric Clinic. The following Clerical job titles are included:

Ambulatory Rep Quality Enhance
Cashier
Coding Specialist
Communication Operator
Dietary Clerk
Document Imaging Record Processor
Facilitated Enroller
File Clerk
Health Information Clerk I
Health Information Clerk II
In Person Assistor/Navigator
Lead Coding Specialist
Library Assistant
Mail Clerk
Medical Secretary

Medical Secretary Senior
Medical Transcriptionist
Patient Client Representative
Patient Financial Clearance Representative
Patient Financial Services Rep
Patient Financial Services Cashier
Patient Reception Registration
Patient Registration Representative
Physician Ancillary Service Coder
Quality Enhancement Representative
Registration Coordinator
Scheduling Secretary OR
Secretary
Trauma Registrar
Unit Secretary

Exclusions: All other employees, including but not limited to all professional employees, managerial employees, administrative assistants, confidential employees who work in Human Resources, Employee Health and Risk Management, Foundation employees, special fund employees defined as employees who were not selected according to the posting and bidding procedures and who do not have rights to positions within Kaleida should the funding be discontinued.

h.) Millard Fillmore Suburban Hospital Service and Maintenance Units:

Inclusions: Except as excluded below, all Service and Maintenance employees in the job titles listed below, at the following locations, will be included in the bargaining unit: Millard Fillmore Suburban Hospital, 1540 Maple Road, Williamsville, 45 Spindrift Amherst. The following Service and Maintenance job titles are included:

Carpenter A	Maintenance Mechanic A
Carpenter B	Maintenance Mechanic B
Certified Nurse Assistant	Materials Handler
Companion	Nurse Assistant
Cook	Nutritional Service Worker
Cook Assistant	Painter A
Driver	Painter B
Electrician A	Patient Care Assistant
Electrician A 80 hr.	Patient Support Associate
Environmental Service Aide	PCA Student Nurse
Grill Cook	Plumber A
Groundskeeper	Receiving Clerk Dietary
Hospitality Associate	Refrigeration Mechanic A
Laundry Attendant	Regulatory Equipment Handler
Mail Clerk	Rehabilitation Therapy Aide/SNF
Maintenance Helper	Shift Engineer
Maintenance Engineer	Storeroom Clerk
Maintenance Worker	Sterile Processing Technician

Exclusions: All other employees, including but not limited to all professional employees, managerial employees, administrative assistants, confidential employees who work in Human Resources, Employee Health and Risk Management, Foundation employees, special fund employees defined as employees who were not selected according to the posting and bidding procedures and who do not have rights to positions within Kaleida should the funding be discontinued.

i.) Buffalo General Medical Center / HighPointe on Michigan Street Service and Maintenance Units:

Inclusions: Except as excluded below, all Service and Maintenance employees

in the job titles listed below, at the following locations, will be included in the bargaining unit: Buffalo General Medical Center, 100 High Street; Gates Vascular Institute, 875 Ellicott Street; HighPointe on Michigan, 1031 Michigan Avenue. The Service and Maintenance job titles are included:

Activities Helper	Long Term Care Sitter
Cafeteria Worker	LTC Therapy Aide
Certified Nurse Assistant	Materials Equipment Coordinator
CNA/NA Trainee	Materials Handler
Companion	Nurse Assistant
Cook	Nutritional Service Worker
Cook Assistant	Patient Care Assistant
Driver	Patient Support Associate
Environmental Service Aide	PCA Student Nurse
Grill Cook	Receiving Clerk Dietary
Groundskeeper	Recreational Helper
Hospitality Associate	Regulatory Equipment Handler
Indirect Care Aide	Regulatory Waste Handler
Laundry Attendant	Site Patient Experience Associate
Laundry Helper	SPD Aide
Long Term Care Sitter	Sterile Processing Technician

Exclusions: All other employees, including but not limited to all professional employees, managerial employees, administrative assistants, confidential employees who work in Human Resources, Employee Health and Risk Management; Foundation employees, special fund employees defined as employees who were not selected according to the posting and bidding procedures and who do not have rights to positions within Kaleida should the funding be discontinued.

FOR ALL EMPLOYEES:

Section 2. 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, a list of dual status employees, a list of name and address changes, a seniority and an alphabetical bargaining unit list with Social Security numbers.

Article 4 Non-Discrimination

Neither the Employer nor the Union shall discriminate against an employee on the basis of age, race, creed, national origin/ethnicity religion, color, national origin, gender identity of expression, sexual orientation, genetic characteristics, veteran or military status, sex, disability, Union Activity, marital status or other protected characteristics as defined by State or Federal laws.

Unless the clear context requires otherwise, gender-specific terms used throughout this Agreement are intended to apply equally to all gender identities.

Article 5 Access to Premises for Union Representatives

Section 1. Accredited union representatives not employed by the Employer will have reasonable access to the Employer premises for the purpose of conferring with management. Advance notice of forty-eight (48) hours shall be served. It is understood, however, that circumstances may dictate a shorter notice.

Section 2. It is agreed to and understood, that Union meetings may be scheduled on Employer property with the prior approval of the Employer and in accordance with the following procedure:

- a.) Requests for use of facilities will be made in writing with as much notice as possible prior to the requested dates. Each request will include not only the proposed date, but also a brief description of the purpose of the meeting, the number of persons expected to attend and the time or times during which the room will be utilized.
- b.) All requests will be forwarded to the appropriate Human Resource office and/or to the Employer representative responsible for scheduling.
- c.) The Employer will attempt to accommodate all requests made, but it is understood that space may not be available on the date requested and an alternate day may have to be utilized. In any case, the Employer will respond within forty-eight (48) hours of the date of notice.

Article 6 Union Representation

Section 1. The Union may select from employees in the bargaining unit, union stewards/delegates in any number it desires for the purpose of handling grievances or other legitimate Union business. It is the goal of the Union to have union stewards/delegates on all shifts and at all locations. Paid time off as provided for in Section 3. of this Article shall be provided to Union designated chief stewards, stewards, delegates and unit officers.

If a steward/delegate is not available for Union business, an officer or executive board member may identify themselves to the supervisor as the person who will be acting on behalf of the steward/delegate for the period of the absence of such steward/delegate. In this instance officers and executive board members may continue to use up to seven and one-half (7 ½) hours pre-scheduled in the union office as union representation time defined in Section 3. a.) below. In addition, officers and executive board members may utilize up to an additional two and one-half

(2 ½) hours of paid union representation time in the absence of a steward/delegate, that is not pre-scheduled.

Section 2. The Union shall furnish the Employer a listing of designated chief stewards, stewards, delegates and unit officers. Wherever there is a change in stewards/delegates, the Union shall give written notice to the Employer (Site Human Resource Department and Corporate Labor Department) and such list of change notice shall be authorized and executed by the Secretary-Treasurer of the Local Union, the Union's Local President, or such other Union official designated by the Union.

Section 3.

- a.) For CWA: Chief stewards and stewards/delegates shall restrict their activities to the handling of grievances or other legitimate Union business. Stewards/delegates shall not be permitted more than seven and one-half (7.5) hours per pay period of paid time off to conduct union business. Chief stewards shall not be permitted more than sixteen (16) hours per pay period of paid time off to conduct union business. In no event shall the sum of the total paid time off spent by all stewards/delegates, and chief stewards, exceed more than four (4) hours for every twenty (20) bargaining unit employees under this Agreement per pay period.
- b.) For SEIU: Chief stewards, delegates and unit officers shall restrict their activities to the handling of grievances or other legitimate Union business. Delegates shall not be permitted more than seven and one-half (7.5) to eight (8) hours of paid time off per pay period and chief stewards and unit officers sixteen (16) hours per pay period to conduct union business. In no event shall the sum of the total paid time off spent by all stewards/delegates and chief stewards or unit officers, exceed more than four (4) hours for every twenty (20) bargaining unit employees under this Agreement per pay period.

Section 4. The Employer shall not be obligated to pay stewards/delegates for time spent in grievance handling or grievance meetings beyond the end of their regular shift nor when they are not scheduled to work, unless the Employer schedules meetings for such times. If so scheduled, payment shall be provided for as per Article 23, Salaries.

Section 5. Stewards/delegates, including chief stewards, officers and executive board members, shall be required to obtain approval from their immediate supervisor to leave their work stations or to take time to investigate and adjust grievances. Where practical, such approval, subject to limitations set forth in Section 3., shall be granted without unreasonable delay. It shall be understood that these employees shall report back to their work stations promptly after the completion of Union business.

Section 6. It is understood that union representation time may be pre-scheduled to work in the Union Office, or at the site. No more than seven and one-half (7 ½) hours (eight [8] hours for those employees with a forty (40) hour work week) per week may be prescheduled for use in

the union office. Such requests shall be submitted in advance of the scheduled time block with other time requests. Stewards/delegates, including the chief stewards, executive board members and unit officers who acted as a steward/delegate under Section 1. above, shall record time used for union business on the appropriate timekeeping system each week. The Union shall submit to Human Resources and to each employee's timekeeper verification of time spent in the union office, whether paid or unpaid. Verification must include dates and times, and must be submitted prior to each payroll Monday, or the employees' time will not be recorded in the payroll system.

Section 7. In the interest of the efficient and orderly conduct of business and the economical use of time, the following activities shall not be conducted on Employer paid time by any bargaining unit employee:

- a.) activities connected with organizing efforts and the internal management of the Union;
- b.) solicitation of membership;
- c.) circulation of authorization cards or petitions;
- d.) collection of dues or other assessments;
- e.) solicitation of signatures on dues withholding authorization forms or forms revoking dues withholding authorizations;
- f.) campaigning for Union office;
- g.) distribution of literature.

Section 8. It is agreed that the collection of dues and soliciting of membership shall be allowed on Employer premises, but not on Employer paid time. However, it is to be clearly understood that if any of the above listed activities cause a disturbance or the disruption of the orderly conduct of business, such privileges may be revoked immediately.

Section 9. When an employee covered by this Agreement is interviewed by a representative of the Employer, and the result of such interview could be discipline, or a counseling is to occur, the employee will be so informed and will be offered union representation during such interview. It is understood that the Union representative shall not interfere with the Employer representative's interview or investigation.

Section 10. Each Union that is participating in joint bargaining will have paid time off as outlined below, for all meetings that are mutually agreed to by the Employer and the Unions for the purpose of negotiating a successor to the Master and Bargaining Unit Agreements.

- a.) Each bargaining unit covered by this Agreement will be entitled to one (1) bargaining committee representative for every one hundred and eighty (180) members in the bargaining unit.

- b.) Regardless of the size of the unit, no bargaining unit committee shall have more than three (3) representatives and all bargaining units will have at least one (1) representative.
- c.) Each committee member will be paid a maximum of eight (8) hours for each day spent at negotiations. Such time will be paid at the base rate and will not be counted as time worked for the purpose of computing overtime. Shift differential will apply for hours worked on a premium shift in accordance with Article 20, Shift Differential.

Section 11. For CWA:

- a.) The President, the Vice Presidents, the Secretary-Treasurer, Area Vice-President, and additional Executive Board members (four [4] Special Directors) of the Local Union, if employed by Kaleida Health, shall be considered as full-time employees, with full-time benefits and will be excused by the Employer for up to six (6) days equivalent to fifty (50) hours of unpaid time per pay period as necessary to perform the duties of their offices. Part-time employees in one of the above offices will continue to be considered part-time by the Employer with benefits equivalent to their status. The Local Union shall provide the Employer with at least two (2) weeks advance notice of such absences. If any executive board member requires more than the days per contract year as outlined in this subsection a.), the Local Union may direct that the Employer provide him/her the additional unpaid days from the bank of hours described in 11(b) below. The Union will notify the site Human Resource office and the Corporate Labor Department in writing of those members who are serving in one of the four (4) Special Director positions.
- b.) The Employer shall provide up to one hundred fifty (150) days in increments of seven and one-half (7½) hours per payroll year of unpaid excused absence time for union business to employees in the following Union positions: chief stewards, stewards/delegates, unit officers, convention delegates and committee members. The Local Union shall provide the Employer with at least two (2) weeks advance notice of such absences. It is understood that no more than ten (10) employees may be excused at any one time, and that not more than two (2) may be off in any one cost center except if more than two (2) employees off would be consistent with the efficient operation of the Hospital.

Section 12. For SEIU: The Employer shall provide unit officers and delegates of 1199 SEIU up to seventy-five (75) days per contract year, in increments of seven and one-half (7.5) or eight (8) hours, of unpaid excused absence time for union business. Such employees shall be limited to ten (10) days each per contract year. 1199 SEIU shall provide the Employer with at least two (2) weeks advance notice of such absences. It is understood that no more than ten (10) employees may be excused at any one time, and that not more than two (2) may be off in any one cost center except if more than two (2) employees off would be consistent with the efficient operation of a facility.

Section 13. Any employee that is excused from work for union business, regardless of whether it is with or without pay, will maintain his/her category of employment and will not lose any benefits provided for in this Agreement as follows:

- a.) Those provided for under the retirement plan excluding Employer match in the savings investment plan;
- b.) Disability, NYPFL, and NYSDI Programs are based upon wages paid by the Employer as reported to the Carriers;
- c.) Workers Compensation for work related injury or illness that occurred at the Employer will be based on wages as reported by the employee for all employers;
- d.) FMLA and Union Family Leave eligibilities are based on hours worked including unpaid union time;
- e.) Medical and Dental benefits will be maintained at the current percentage of Employee/Employer cost share;
- f.) Employees wishing to continue Medical or Dental are responsible to remit their share of the premiums to the Employer;
- g.) The Medical and Dental plan designs will continue to be available to Employees on Union Representative time unless negotiated changes alter the available plans.

Section 14. The Union shall be provided two (2) hours at each new employee orientation for the purpose of addressing all new employees hired into the bargaining unit. The time will be from 2:30 pm until 4:30 pm, employees will be compensated on a straight time basis.

Article 7 Grievance Procedure

Section 1. A grievance, under this Agreement, or applicable bargaining unit Agreements, shall be defined as a claim of an employee, a class of employees, or the Local Union, covered by the Agreement which involves the interpretation, administration of, or compliance with a specific provision of this Agreement. A class action grievance is one that impacts more than one bargaining unit within this Master Agreement. It will be initially presented at Step 2 of the grievance procedure. A grievance for a group of employees within a department and/or bargaining unit will be initially presented at Step 1 of the grievance procedure.

Section 2. The selection and the assignment of supervisory employees is the sole responsibility of the Employer and shall not be subject to the grievance mechanism.

Section 3. All grievances shall be reduced to writing on forms provided by the Union. The Steward shall clearly and concisely state all facts which constitute the basis for the grievance and shall specify any Article or Section of the Agreement which may be involved. The grievance form shall be dated and signed by the Steward and at least one employee who claims a violation

of this Agreement. All grievances shall be recorded on a mutually agreed upon form which is attached hereto as Appendix I.

Section 4. For a grievance to be treated as a valid one, it must be presented to an Employer representative in writing (scanned or faxed copies meet this requirement), as described in Section 3, within twenty (20) calendar days after the event or events giving rise to the grievance occurred, or within twenty (20) calendar days after those events should have reasonably been known.

Section 5. Any time limit imposed upon the handling of grievances shall commence on the date of receipt. Any time limit so imposed shall be interpreted as calendar days.

Section 6. It is understood by the parties that the Union representative(s) and/or an aggrieved employee shall undertake every reasonable effort, including but not limited to face to face meetings, to resolve a grievance by first addressing it with the immediate supervisor. Whether or not a discussion is held, and the grievance is not resolved, it may be presented in writing to the Employer as provided for in Section 3. and Section 4. above, and it shall be processed in the following manner:

- Step 1: The grievance shall be presented in writing to the Head of the Department, or his/her designee for discussion with the Union Representative(s) and the grievant if the aggrieved employee is willing and able to attend. The discussion with the Head of the Department or designee and the appropriate personnel to hear the grievance including but not limited to the employee's immediate supervisor and the Human Resources site representative shall be held promptly after receipt of the written grievance and within seven (7) calendar days. The Head of the Department or designee's written answer shall be made available to the Union Representative within five (5) calendar days after the Step 1 discussion.
- Step 2: If no mutually acceptable conclusion is reached in Step 1, the grievance shall then be presented, in writing, to the Director of Labor Relations, or designee, which individual shall handle second step grievances for all sites within ten (10) calendar days after the receipt by the Union Representative of the written answer derived from the Step 1 discussion. The matter shall be investigated and discussed at a meeting including the parties' representatives and normally, the aggrieved employee. This meeting shall take place within seven (7) calendar days of the request unless mutually waived. The Director of Labor Relations, or designee, and the appropriate personnel to answer the grievance, shall render a decision in writing to the appropriate Union Representative within fourteen (14) calendar days of the Step 2 discussion.
- Step 3: If no mutually satisfactory conclusion is reached at the end of Step 2, either party to this Agreement may give notice of its desire to arbitrate the grievance. The arbitration process shall be initiated by sending a letter to the Federal Mediation and Conciliation Service (FMCS), with a copy of this request letter to the Director of Labor Relations, or designee, within forty-five (45) calendar days after receipt

of the Step 2 answer, identifying the grievance, including whatever forms are required by the Mediation Service and a request that the Mediation Service send to each party a list of seven (7) names of arbitrators.

Section 7. If a grievance cannot be resolved at Step 2, the parties may mutually agree to submit the grievance to non-binding mediation before mutually agreed upon mediator from FMCS. Such submission will be made to FMCS in a letter signed by the parties. The parties agree that a grievance mediation session shall be held every month for the purpose of mediating up to eight (8) unresolved grievances which have arisen.

- a.) Grievance mediation sessions shall be scheduled at least twelve (12) months in advance and every effort will be made to use a regular day each month. Grievance mediation sessions may only be cancelled by the mutual agreement of the parties in writing.
- b.) Management will bring the appropriate personnel with decision making authority to the mediation sessions who have been part of the grievance process with the goal of coming to a decision that day.
- c.) Any grievance settlement, whether it represents a compromise between the parties or a full granting of the grievance, shall be reduced to writing and signed at the grievance mediation session. Any grievance which is withdrawn shall be done so in writing and signed at the grievance mediation session. Any discussions held in the course of the grievance mediation process shall be considered "off the record" and shall be inadmissible in any subsequent arbitration hearing, NLRB proceeding or judicial proceeding. Any settlement reached in grievance mediation shall not be considered as precedent.

Should the parties reach agreement at this step, it shall be binding upon the parties. If either party violates the agreement achieved at this step then the other party may move the matter immediately to arbitration.

Section 8. Within fourteen (14) calendar days of the date of the parties receive the FMCS arbitrator list; a representative from each involved party shall confer to select an arbitrator. If the parties cannot agree within the fourteen (14) calendar day period, then no later than the thirtieth (30th) calendar day after the parties' receipt of the FMCS list, the parties' representatives will use the alternate strike process to select an arbitrator, if they are otherwise unable to mutually agree to an arbitrator. With contemporaneous written notice to all involved parties, any party may reject a panel and request one additional panel.

If either party has failed to participate in the arbitrator selection process in a non-class action matter by 11:59 pm on the 14th calendar day, the other party arbitration may give written notice that:

- a.) the first party has failed to participate in the arbitrator selection process;

- b.) identifying the pursuing party's representative who will participate in the arbitrator selection process; and
- c.) establishing a date and time upon which alternate selection from the then-active arbitrator list will occur telephonically so long as that date is within five (5) business days of when such notice is given.

The notice will be transmitted by email and facsimile, directed to the Employer's Chief Labor Relations Officer or designee (if instigated by a Union) or the President of the Local Union for CWA, the Administrative Organizers for 1199SEIU and National Union Representatives (CWA), if any (if instigated by the Employer). If the recalcitrant party does not participate in this selection process, then the party giving notice shall have the right to unilaterally select an arbitrator from the then-active FMCS list.

Section 9. The cost and the expense of the arbitrator and the hearing room shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the costs of the other.

Section 10. Not more than a single grievance arising under this Agreement may be arbitrated in a single proceeding before an arbitrator unless by mutual agreement in writing signed by the parties.

Section 11. The award of an arbitrator shall be final and binding on the Union, its members, the employee or employees involved and the Employer.

Section 12. The decision of the arbitrator may or may not include "make whole" decisions with respect to back pay, provided, however, if an arbitrator shall award back wages covering the period of an employee's separation from the Employer's payroll, the amount as awarded shall be less any unemployment compensation received or other compensation from any source, which the employee would not have received or earned had they not been suspended or discharged, and provided further that any wages from another job with another employer held by the employee at the time of the suspension or termination will not be the basis for any reduction in back pay awarded.

Section 13. The arbitrator shall have no authority to alter, amend or change in any way the terms and conditions of this Agreement, the Employer's written work rules and policies and shall confine their decision to a determination of the facts and interpretation, administration of, and compliance with the terms of the Agreement. The arbitrator shall include in his/her decision including in his/her decision findings of fact, conclusions of law (if applicable), and what provisions if any, of the Agreement were violated.

Section 14. Any grievance not answered within the specified time periods may be appealed to the next Step of the Grievance procedure immediately. Grievance may be entertained at any Step or the time limits may be changed at any Step by mutual consent of the parties in writing. Failure to timely appeal any grievance will close the grievance.

Section 15. Any grievance which the Employer may have against the Union shall be reduced to writing and submitted to the chief steward who will promptly arrange a meeting at the Step 2 level of this procedure.

Section 16. A grievance alleging discharge without just cause or grievances concerning layoffs due to a reduction in the work force shall be reduced to writing within seventy-two (72) hours of the Local Union's receipt of written notice of the discharge or notice of layoff or within seventy-two (72) hours after the events should reasonably have become known to the Local Union, and shall be submitted at Step 2 of this procedure.

Article 8 Probationary Period

Section 1. All full-time and part-time employees shall be probationary for a period of ninety (90) calendar days following their date of hire inclusive of the orientation period.

Section 2. The Employer may at its option extend the probationary period by thirty (30) calendar days by giving notice of extension in writing to the employee, inclusive of a plan of correction, seven (7) days prior to the expiration of the ninety (90) calendar day probationary period. Further, if the employee is absent for three (3) or more scheduled work days during the probationary period, the period will automatically be extended by the number of hours the employee was absent.

Section 3. During the probationary period or any extension hereof, the Employer may discipline, or discharge, a probationary employee without recourse to this Agreement.

Article 9 Categories of Employees

FOR CWA BARGAINING UNITS:

Section 1. A 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-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;
- d.) 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;

- e.) thirty-four and one-half (34½) hours in a work week (or sixty-nine [69] hours in a pay period) for employees in the BGMC-TCC bargaining unit working twelve (12) hour shifts;
- f.) seventy (70) hours in one (1) work week and no hours in a second work week for a total of seventy (70) hours in a pay period for employees in the BGMC-PROF bargaining unit;
- g.) forty (40) hour weekend employee is one who is regularly scheduled to work forty (40) consecutive hours over the weekend for employees in the MFSH-TCC bargaining unit;

Section 2. A part-time employee is defined as one who is regularly scheduled to work:

- a.) 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);
- b.) less than thirty-seven and one-half (37½) hours but twelve (12) or more hours in a work week for employees in the DMP-TCCS and DMP-RN bargaining units;
- c.) 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 [37½] hours in a pay period) for employees working in the DMP-PROF bargaining unit.

Section 3. Section 1. f.) above refers to the schedule currently worked by Pharmacists. In accordance with the Fair Labor Standards Act, wages shall be paid to these employees as follows:

- a.) overtime premium of time and one-half the employee's normal hourly rate shall not be paid for hours in excess of forty (40) hours in a workweek; but
- b.) overtime premium will be paid for all hours in excess of eight (8) in a day.

FOR OCH RN/LPN BARGAINING UNIT:

Section 1. In the RN unit a full-time employee is defined as one who is regularly scheduled to work:

- a.) eighty (80) hours in a pay period for employees working eight (8) hour shifts;
- b.) eighty (80) hours in a pay period for employees working ten (10) hour shifts;
- c.) seventy-two (72) hours in a pay period for employees working twelve (12) hour shifts;
- d.) seventy-two (72) hours in a pay period for employees who are regularly scheduled for eight-hour shifts equal to seventy-two (72) hours in a pay period prior to 1/1/01;
- e.) sixty seven and one-half (67-1/2) hours or more in a pay period for Extended Role Nurses;

- f.) eighty hours per pay period for employees working six (6) 12 hour shifts and one (1) eight (8) hour shift;
- g.) seventy-Two (72) hours in a pay period who work four (4) ten (10) hour shifts and four (4) eight (8) hour shifts;
- h.) seventy-five (75) hours in a pay period for employees working ten (10) seven and one-half (7 ½) hour shifts;
- i.) employees who work sixty seven and one half (67 ½) hours or more in a pay period in any combination of hours.

Section 2. In the LPN unit a full time employee is defined as one who is regularly scheduled to work:

- a.) seventy five (75) hours in a pay period for employees working seven and one-half (7 ½) hour shifts;
- b.) seventy six (76) hours in a pay period for employees working nine and one- half (9 ½)) hour shifts;
- c.) sixty-nine (69) hours in a pay period for employees working eleven and one- half (11 ½) hour shifts;
- d.) seventy two (72) hours in a pay period for employees in the NICU working twelve (12) hour shifts.

Section 3. A part-time employee is defined as one who is regularly scheduled to work at least thirty six (36) hours in a pay period in any combination of hours.

FOR OCH NURSE PRACTITIONER BARGAINING UNIT:

Section 1. In the Nurse Practitioner unit a full-time employee is defined as one who is regularly scheduled to work:

- a.) eighty (80) hours in a pay period for employees working eight (8) hour shifts;
- b.) eighty (80) hours in a pay period for employees working ten (10) hour shifts;
- c.) eighty (80) hours in a pay period for employees working variable shifts;
- d.) seventy-two (72) hours in a pay period for employees working twelve (12) hour shifts;
- e.) seventy-five (75) hours in a pay period for employees working 7.5 hour shifts.

Section 2. A part-time employee is defined as one who is regularly scheduled to work at least thirty-six (36) hours in a pay period.

Section 3. ICN Nurse Practitioners currently working eighty (80) hours per pay period will continue to work eighty (80) hours per pay period.

FOR OCH PROFESSIONAL BARGAINING UNIT:

Section 1. In the Professional unit a full-time employee is defined as one who is regularly scheduled to work:

- a.) seventy-five (75) hours in a pay period for employees working seven and one half (7.5) hour shifts and variable shifts;
- b.) seventy-five (75) hours in a pay period for employees working ten (10) hour shifts and variable shifts;
- c.) seventy-five (75) hours in a pay period for employees working twelve and one-half (12.5) hour shifts and variable shifts.
- d.) seventy-two (72) hours in a pay period for employees working twelve (12) hour shifts;
- e.) seventy (70) hours in a pay period for employees who work seven (7) consecutive ten (10) hour shifts or variable shifts in a work week;
- f.) sixty-seven and one-half (67 1/2) hours or more in a pay period including but not limited to School Health Services Employees;
- g.) Physician Assistants in the ICN/NICU who work eighty (80) hours per pay period.

Section 2. A part-time employee is defined as one who is regularly scheduled to work at least thirty-seven and one-half (37.5) hours in a pay period but less than seventy-five (75) hours.

FOR OCH TECHNICAL BARGAINING UNIT:

Section 1. A full-time employee is defined as an employee who is regularly scheduled to work:

- a.) forty (40) hours in a work week (or eighty (80) hours in a pay period) for employees working eight and one-half (8.5) hour shifts;
- b.) thirty-nine (39) hours in a work week (or seventy-eight (78) hours in a pay period) for employees working thirteen and one-half (13.5) hour shifts;
- c.) thirty-seven and one-half (37.5) hours in a work week (or seventy-five (75) hours in a pay period) for employees working seven and one-half (7.5) hour shifts;
- d.) forty (40) hours in a work week (or eighty (80) hours in a pay period) for employees working ten (10) hour shifts;
- e.) thirty-seven and one-half (37.5) hours in a work week (forty (40) hours

scheduled in a single weekend);

- f.) thirty-six (36) hours in a work week (or seventy-two (72) hours in a pay period) for employees working twelve and one-half (12.5) hour shifts;
- g.) up to thirty-seven and one-half (37.5) hours in a work week to equal sixty-seven and one-half (67.5) hours in a pay period;
- h.) thirty-four (34) hours in a work week (or sixty-nine (69) hours in a pay period) for employees working twelve (12) hour shifts.

Section 2. A part-time employee is defined as one who is regularly scheduled to work at least thirty-seven and one-half (37-1/2) hours but eighteen and three quarter hours (18 ¾) or more in a work week {or thirty-seven and one-half (37 ½) hours in a pay period}.

FOR OCH SERVICE AND MAINTENANCE BARGAINING UNIT:

Section 1. A full-time employee is defined as an employee who is regularly scheduled to work:

- a.) thirty-seven and one-half (37.5) hours in a work week (or seventy-five (75) hours in a pay period) for employees working eight (8) hour shifts;
- b.) thirty-four and one-half (34.5) hours in a work week (or sixty-nine (69) hours in a pay period) for employees working eleven and one-half (11.5) hour shifts;
- c.) thirty-eight (38) hours in a work week (or seventy-six (76) hours in a pay period) for employees working nine and one-half (9.5) hour shifts;
- d.) full-time Stationary Engineers shall work forty (40) hours in a work week inclusive of a paid half hour lunch period;
- e.) sixty-seven and one-half (67 ½) hour or more in a pay period.

Section 2. A part-time employee is defined as one who is regularly scheduled to work at least thirty-seven and one-half (37 ½) hours in a pay period but less than seventy-five (75) in a pay period.

FOR KALEIDA HEALTH BUSINESS OFFICE CLERICAL BARGAINING UNIT:

Section 1. A full-time employee is defined as an employee who is regularly scheduled to work thirty-seven and one-half (37.5) hours in a work week (or seventy-five (75) hours in a pay period) working eight (8), ten (10), twelve (12) or a combination of shifts.

Section 2. A part-time employee is defined as one who is regularly scheduled to work at least thirty-seven and one-half (37.5) hours but less than seventy-five (75) hours in a pay period.

FOR OCH CLERICAL BARGAINING UNIT:

Section 1. A full-time employee is defined as an employee who is regularly scheduled to work:

- a.) thirty-seven and one-half (37.5) hours in a work week (or seventy-five (75) hours in a pay period) for employees working eight (8) hour shifts;
- b.) thirty-four and one-half (34.5) hours in a work week (or sixty-nine (69) hours in a pay period) for employees working twelve (12) hour shifts;

Section 2. A part-time employee is defined as one who is regularly scheduled to work at least thirty-seven and one-half (37.5) hours in a pay period but less than seventy-five (75) in a pay period.

FOR BGMC SERVICE BARGAINING UNIT:

Section 1.

- a.) A full-time employee is defined as an employee who is regularly scheduled to work thirty-seven and one-half (37.5) hours in a work week (or seventy-five (75) hours in a pay period) for employees working eight (8) hour shifts;
- b.) thirty-eight (38) hours in a work week (or seventy-six (76) hours in a pay period) for employees working nine and one half (9.5) hour shifts (see MOU #27, entitled Categories of Employees in BGMC Dietary Department);
- c.) thirty-four and one-half (34 ½) hours in a work week (or sixty-nine (69) hours in a pay period) for employees working twelve (12) hour shifts.

Section 2. A part-time employee is defined as one who is regularly scheduled to work at least thirty-seven and one-half (37.5) hours but less than seventy-five (75) in a pay period.

FOR MFSH SERVICE AND MAINTENANCE BARGAINING UNIT:

Section 1. A full-time employee is defined as an employee who is regularly scheduled to work:

- a.) thirty-seven and one-half (37.5) 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 (37.5) hours in a work week (or seventy-five (75) hours in a pay period) for employees working thirteen (13) 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 (12 1/2) hour shifts;
- d.) thirty-four and one-half (34 ½) hours in a work week (or sixty-nine (69) hours in a pay period) for employees working twelve (12) hour shifts;
- e.) full-time Shift Engineers shall work forty (40) hours in a work week inclusive of a paid half hour lunch period;

- f.) forty (40) hours in a work week (or eighty (80) hours in a pay period) for employees working eight and one half (8.5) hour shifts.

Section 2.

- a.) A part-time employee is defined as one who is regularly scheduled to work at least thirty-seven and one-half (37.5) hours but less than seventy-five (75) in a pay period
- b.) In the Dietary Department only, a part-time employee is defined as one who is regularly scheduled to work at least twenty-four (24) but less than seventy-five (75) hours per pay period. The Employer agrees that part time positions where employees are working thirty-seven and one-half (37.5) hours per pay period will not be eliminated in favor of part-time positions where employees are working twenty-four (24) hours per pay period. Further, it is understood that should a twenty-four (24) hour per pay period position become vacant it shall be replaced by a similar position.

FOR ALL BARGAINING UNITS:

Section 1. A flexible employee is defined as one who is scheduled as per Article 11, of this Agreement, Flexible Employees.

Section 2. A per diem employee is defined as one who is scheduled as per Article 12 of this Agreement, Per Diem Employees.

Section 3. A temporary employee is defined as one who is scheduled as per Article 13 of this Agreement, Temporary Employees.

Section 4. A weekend employee is defined as one who is scheduled as per Article 14 of this Agreement, Weekend Employees.

Section 5. A seasonal employee is defined as one who is scheduled as per MOU # 8 of this Agreement, Seasonal Employee.

**Article 10
Dual Status Employees**

Section 1. Effective upon the ratification of this Agreement, employees covered by this Agreement will not be eligible to become dual status employees. Current dual status employees will be grandfathered in both of their dual status positions for the life of this Agreement. Employee's that hold more than two (2) dual status positions must decide which two (2) positions they wish to retain and resign from all others.

Section 2. Dual status employees, covered by this Agreement, will be defined as employees who hold no more than two (2) positions within the Kaleida Health system.

Section 3. The Employer shall provide the Unions with a list of all dual status employees on a quarterly basis.

Section 4. Dual status employees are entitled to all of the benefits outlined in this Agreement based upon the total FTE worked (i.e., .5 position + .5 position = 1.0 FTE for benefit purposes).

- a.) Dual status employees will receive their benefits under the plan at the site where they are regularly scheduled to work the most hours per pay period excluding per diem hours.
- b.) If the dual status employee's non per diem hours are equal in both positions, then he or she must select which plan he or she wishes to govern benefits within thirty (30) calendar days of notification by the Employer requesting selection.
- c.) An employee who holds two (2) per diem positions as a dual status employee is not eligible for benefits.

Section 5. If a dual status employee is terminated at one (1) Employer site or from one (1) job title with the Employer, as the result of a time and attendance infraction or the inability to perform one (1) of the jobs, the employee may continue to be employed by Kaleida Health in the second job title or at the second site if their performance in the second job is satisfactory.

Article 11 Flexible Employees

Section 1. A flexible employee is one who is hired and scheduled for full-time hours and will be considered full-time for the purpose of benefit calculations. The utilization of flexible employees permits a supervisor to respond to variations in workload created by decreases in census and/or acuity.

Section 2. A flexible employee shall be scheduled for full-time hours but will not be flexed below a half (0.5) FTE per pay period.

Section 3. All flex positions will be posted and filled as per Article 53, Job Bidding and Transfers.

Section 4. Flex positions will only be created when a new job is created, or when a full-time vacant position or a part-time vacant position is available, and can be converted to flex. Full-time and part-time filled positions will not be used to create flex positions. Newly created positions, full-time vacant positions and part-time vacant positions will be presented to the Job Security Committee for discussion prior to conversion. The number of flex positions will not exceed seven and one-half percent (7.5%) of the total bargaining unit. The Union and the Employer agree to continue to meet in the Site Job Security Meetings to discuss where flex

positions will be created. Units/departments/shifts that have less than twelve (12) employees will have no more than one (1) flexible employee per unit/department/shift.

Section 5. A flexible employee is considered as full-time for all benefit calculations. However, in all cases, the terms of the Retirement Plan shall prevail.

Section 6. If it becomes necessary to temporarily reduce the number of employees in a particular department/unit, the reduction will be completed pursuant to Article 18 Temporary Downsizing in the bargaining unit agreement.

Section 7. Once the downsizing process has been exhausted and there is a need to decrease staffing through flexing, flexible employees will be notified a minimum of one (1) hour prior to the start of his/her shift.

Section 8. If a flexible employee is cancelled more than eight (8) hours prior to the start of his/her shift, he/she will have no further obligation to be available as set forth in Sections 11. or 12. below.

Section 9. If a flexible employee reports to work and is cancelled prior to accepting a work assignment, he/she will have no further obligation to be available as set forth in Sections 11. or 12. below.

Section 10. When there is a need to temporarily downsize staff who are already on premises, the manager/supervisor responsible for that area will determine if there is a need for staffing in other work areas, and if so, reassign staff, pursuant to the appropriate Article on Floating. Flexible employees shall be guaranteed four (4) hours of work once his/her assignment has been initiated.

Section 11. The flexible employee who works ten (10) hours or less will be available to be called into work within the first two (2) hours of the canceled shift, as long as such need starts within the same two (2) hours. If the need for additional staffing arises after the first two (2) hours, it is agreed and understood that the Employer may contact the flexible employee; however, the flexible employee has no obligation to report to work.

Section 12. The flexible employee who works greater than ten (10) hour shifts will be available to be called into work within the first four (4) hours for the canceled shift, as long as such needs starts within the same four (4) hours. If the need for additional staffing arises after the first four (4) hours, it is agreed and understood that the Employer may contact the flexible employee; however, the flexible employee has no obligation to report to work.

Section 13. Once the appropriate downsizing language has been implemented and it is determined that a flexible employee's work shift must be canceled or the flexible employee works a partial shift, the flexible employee may take excused absence time off without pay or may utilize available PTO.

Section 14. Flexible employees who are downsized may volunteer to work at other sites to provide assistance in staffing problems caused by planned or unplanned absences, census fluctuation or special project needs. Any flexible employee who has volunteered to work at another site will:

- a.) remain a member of his/her bargaining unit and will be covered by the terms and conditions of his/her contract;
- b.) receive a site specific orientation at the new site;
- c.) be held harmless from any additional costs for parking; and
- d.) must meet the basic core competencies for the work to be performed at the receiving site.

Section 15. The utilization of flexible employees will be placed on the Agenda for the appropriate Job Security or Labor Management Committee on a quarterly basis. The parties agree that the following statistics will be reviewed:

- a.) the number of flexible employees by job title and the number of hours worked year to date;
- b.) the number of times the employee has been sent home using excused absence time without pay or has used PTO to supplement his/her pay check; and
- c.) whether the number of flexible employees is appropriate for the patient volume and acuity fluctuations.

Article 12 Per Diem Employees

Section 1. A per diem employee is one that works on a day-to-day basis in accordance with the provisions of this article. Per diem employees will not be guaranteed to work a specific number of hours or a specific number of shifts per time block.

Section 2. When a per diem position in a bargaining unit is vacant, it must be posted and filled in accordance with Article 53, Job Bidding and Transfers, before it can be offered to an external candidate.

- a.) For clinical positions, other than Registered Nurse and nursing support positions, internal applicants must have been employed in the same job title as the per diem position for which they are applying or in a comparable area of practice. Internal and External applicants must have a minimum of nine (9) continuous months of comparable work experience within two (2) years of the time the per diem job is posted. All applicants will be required to satisfy all orientation/probationary requirements.

- b.) For Registered Nurse clinical positions, internal applicants must have been employed in the same job title as the per diem position for which they are applying or in a comparable area of practice. Internal applicants must have a minimum of nine (9) continuous months of comparable work experience within two (2) years of the time the per diem job is posted. External applicants must have a minimum of one (1) continuous year of comparable work experience within two (2) years of the time the per diem job is posted. All applicants will be required to satisfy all orientation/probationary requirements.
- c.) For non-clinical positions and nursing support positions, internal and external applicants must have the core competencies and sufficient work experience to perform in the per diem position for which they are applying.

Section 3. Per diem employees will have seniority as defined in Article 50, Seniority.

Section 4. Orientation:

- a.) Orientation requirements will be determined by the appropriate manager/department. Any mandatory requirements must be met within two (2) months from date of transfer/hire.
- b.) Per diem employees will be required to attend other mandatory in-service programs in accordance with Employer policy. Per diem employees will be reimbursed for attendance at non-mandatory in-service programs during their scheduled work hours. Failure to meet mandatory credentialing and/or orientation requirements within sixty (60) days of offering will result in a letter advising them they have thirty (30) days to meet such requirements. Failure to meet the thirty (30) day requirement within two (2) weeks or next scheduled in-service will result in termination. It is understood that until the requirements are met, the per diem employee will not be scheduled to work.

Section 5. Per diem employees will not be used to permanently replace full-time, full-time flex, or part-time regular employees. Per diem employees are required to work three (3) shifts per time block, based upon the staffing needs of the department and as outlined below:

- a.) When scheduled for the required three (3) shifts per time block, per diem employees will be scheduled to work the same shift duration as the employees in the unit/department.
- b.) If the needs of the department require the scheduling of per diem employees at peak work hours, and that duration is shorter than the regularly scheduled shift, the per diem employee may work the shorter shift, but will not be scheduled to work less than twenty-four (24) hours in a time block.
- c.) Per diem employees will be hired to work variable shifts, but may also be hired to work exclusive evening or night shifts based upon the needs of the unit/department.

- d.) Per diem employees will not be scheduled on-call unless they volunteer to do so.

Section 6. Per diem employees will be scheduled as follows:

- a.) Per diem employees will submit their time requests as per Article 15, Hours of Work and Work Schedules. Per diem time requests will be considered after the requests of full-time and part-time employees. The Employer will make a reasonable effort to accommodate these requests.
- b.) Where employees have weekend work requirements, per diem employees will be scheduled to work at least two (2) weekend shifts per time block. Per diem employees will not be scheduled to work more than two (2) weekend shifts per time block unless they volunteer to do so.
- c.) Per diem employees shall give the Employer at least four (4) hours' notice for cancellation of any given shift. When a per diem employee does not meet their work requirement, on two (2) occurrences, a written warning will be issued after the second occurrence. If a per diem employee does not meet his/her work requirement for the third occurrence within a twelve (12) month period, from the date of the first occurrence, the employee will be terminated. For purposes of this Article, an occurrence shall mean an absence not covered by accrued New York State Paid Sick Leave, pursuant to Article 26.
- d.) A per diem employee will not be scheduled to work more than eight (8) shifts per time block except to cover absences which are related to disabilities, workers' compensation, leaves of absence, when the per diem employee is willing to accept the shift and hours of the employee who is on leave.
- e.) The number of per diem employees in each bargaining unit will be limited to ten percent (10%) of said unit (vacant positions will be included in the calculation). For the bargaining units DMP TCCS and DMP Professionals the number of per diem employees will be limited to twenty percent (20%) (vacant positions will be included in the calculation). Where the number exceeds ten percent (10%) or twenty percent (20%) respectively, the Site Staffing Committee will develop a plan to reduce the number to ten percent (10%) or twenty percent (20%) respectively.
- f.) The Employer shall give per diem employees at least one (1) hour notice of cancellation of services for any scheduled shift. Failure to provide appropriate notice will result in one (1) hour of pay. It is understood that any time a per diem employee is called in for work or has reported to work for a scheduled shift, that employee will be guaranteed four (4) hours work.

Section 7. Benefits:

- a.) Per diem employees are entitled to paid time off as outlined in Article 26, Paid Time Off;

- b.) Per diem employees shall continue at the pay step they leave as a regular employee. External applicants shall be hired and shall receive step increases as per Article 23, Salaries. Per diem employees shall receive step increases as per Article 23, Salaries, as well as negotiated wage increases;
- c.) Overtime provisions negotiated shall also apply to per diems;
- d.) All differentials shall be paid if applicable;
- e.) Per diem employees shall be able to participate in any Employer group medical insurance plan that permits the enrollment of per diem employees. However, the Employer shall not be required to pay any part of the per diem employee's premium;
- f.) Per diem employees shall be eligible for the Retirement Plan in accordance with the provisions of each plan;
- g.) Per diem employees are entitled to Workers' Compensation and New York Disability benefits;
- h.) Any extended sick bank time accrued as a full-time or part-time employee shall be retained for the duration of their employment;
- i.) If a per diem employee changes status to a full-time or part-time status, the employee shall begin to earn accrual of all benefit time (paid time off) based on their years of continuous employment from their original date of hire;
- j.) At the end of the PTO plan year, per diem employees may carry over up to a maximum of fifty-six (56) hours of accrued, unused sick leave into the next PTO plan year. Employees may only use up to a maximum of fifty-six (56) hours within a PTO plan year. These hours are not payable at termination from employment, but will transfer should a per diem be hired into a benefitted position.
- k.) Per diem employees shall be entitled to all Employer discounts (i.e., hospital discounts).

Section 8. Employees who transfer to a per diem position shall not lose any paid time off, earned prior to the transfer. The employee shall be paid all accrued, unused paid time off.

Article 13 Temporary Employees

Section 1. A temporary employee is an employee hired from outside of Kaleida Health, for a specific job of limited duration not exceeding six (6) months. It is understood, however, that circumstances may exist which require an extension of up to three (3) months. At the expiration of the six (6) month limit, or any extension thereof, the Employer will be required to either delete the temporary position or post it in accordance with Section 5. below.

Section 2. Temporary employees will not be utilized to do bargaining unit work which can be performed by available laid off employees.

Section 3. Temporary employees will not be considered members of the bargaining units and will not be entitled to the protections provided for by this Agreement. Temporary employees are not entitled to benefits.

Section 4. If a temporary employee is selected to fill a permanent position, the employee's original date of hire will be maintained. The temporary employee must complete a full probationary period. The probationary period will be determined according to the temporary employee's original date of hire and the time actually worked in the temporary position, not to exceed ninety (90) days. If a temporary employee is selected to fill a permanent position other than the position worked while in a temporary status and the probationary period has been worked, the employee will serve a trial period as per Article 53, Job Bidding and Transfers.

Section 5. If the Employer desires to permanently fill a position that has been filled by a temporary employee, the position shall be posted and filled through the normal process as outlined in Article 53, Job Bidding and Transfers.

Article 14 Weekend Employees

Section 1. A weekend employee is an employee hired to work a minimum of twenty-four (24) hours or thirty-six (36) hours per week on weekend shifts only, as defined below. Weekend employees may be scheduled to work on the established weekend in the unit/department as follows:

- a.) up to thirteen (13) hour shifts every Friday and Saturday or every Saturday and Sunday; and
- b.) eight (8) hour shifts every Friday, Saturday and Sunday or every Saturday, Sunday and Monday consecutively.
- c.) up to thirteen (13) hour shifts, every Friday, Saturday and Sunday consecutively;
- d.) up to thirteen (13) hour shifts every Saturday, Sunday and Monday consecutively.

Job postings will include the specific sequence of shifts to be worked as outlined in a.) through d.) above.

Section 2. Weekend employees will be paid a premium rate of one and three tenths (1.3) times the base hourly rate for all hours worked on the weekend.

Section 3. Shift differential will be paid in accordance with the terms of Article 20, Shift Differential.

Section 4. Weekend employees under Sections 1(a) and (b) will be entitled to the same benefits as part-time employees. Weekend employees under Section 1 (c) and (d) will be entitled to the same benefits as full-time employees.

Section 5.

- a.) Weekend employees will earn PTO for all hours worked in accordance with the terms for part-time employees. A weekend employee may schedule a maximum of eight (8) weekend shifts of PTO per calendar year. PTO utilized during weekend shifts or PTO time bought out at the end of the benefit year will be paid at the one and three tenths (1.3) premium rate provided they hold a weekend only position at the time of the payout . An employee who accrues more PTO than can be utilized during a calendar year (i.e., eight (8) weekend shifts) must utilize such excess PTO hours during non-weekend days. All PTO utilized during non-weekend days will be paid at the employee's base rate. If the employee has accrued, unused PTO at the end of the benefit year, the employee will be entitled to all of the year end benefit options as outlined in Article 26, sections 26 and 27.
- b.) Weekend employees under Section 1 (c) and (d) will earn PTO for all hours worked in accordance with the terms for full-time employees. A weekend employee may schedule a maximum of twelve (12) shifts of PTO per calendar year. PTO utilized during weekend shifts or PTO time bought out at the end of the benefit year will be paid at the one and three tenths (1.3) premium rate provided they hold a weekend only position at the time of the payout. If the employee has accrued, unused PTO at the end of the benefit year, the employee will be entitled to all of the year end benefit options at outlined in Article 26, sections 26 and 27.

Section 6. If a weekend employee works extra hours during the week, he/she will be paid at his/her base rate of pay plus any applicable overtime payment based on that rate.

Section 7. When a holiday falls on a weekend, the weekend employee will be paid the holiday premium in addition to their weekend premium.

Article 15

Hours of Work and Work Schedules

Section 1. The work week for all employees covered by this Agreement will begin at 12:00 am on Sunday each week and end the following Saturday at 11:59 pm.

Section 2. The regular work shifts shall be:

- a.) The regular work shifts for employees working three (3), extended shifts will be:

- Day Shift: majority of hours scheduled, inclusive of a one-half (½) hour unpaid meal period between 6:00 am to 7:00 pm;
- Evening Shift: majority of hours scheduled, inclusive of a one-half (½) hour unpaid meal period between 10:00 am to 11:00 pm;
- Night Shift: majority of hours scheduled, inclusive of a one-half (½) hour unpaid meal period between 6:00 pm to 7:00 am.

b.) The regular work shifts for employees working four (4), ten (10) hour shifts will be:

- Day Shift: majority of hours scheduled, inclusive of a one-half (½) hour unpaid meal period between 7:00 am to 5:00 pm;
- Evening Shift: majority of hours scheduled, inclusive of a one-half (½) hour unpaid meal period between 1:00 pm to 11:00 pm;
- Night Shift: majority of hours scheduled, inclusive of a one-half (½) hour unpaid meal period between 10:00 pm to 8:00 am.

c.) The regular work shifts for employees working five (5), eight (8) hour shifts shall be:

- Day Shift: majority of hours scheduled, inclusive of a one-half (½) hour unpaid meal period between 7:00 am to 3:00 pm;
- Evening Shift: majority of hours scheduled, inclusive of a one-half (½) hour unpaid meal period between 3:00 pm to 11:00 pm;
- Night Shift: majority of hours scheduled, inclusive of a one-half (½) hour unpaid meal period between 11:00 pm to 7:00 am.

Any current exceptions to the above shift durations will be maintained. Any new or future exceptions will need to be negotiated with the Unions.

Section 3. Should it be necessary to make a change in the scheduling method or starting and ending times in any department, the Employer will produce a suggested change in writing at least thirty (30) calendar days prior to its proposed implementation and give the Union an opportunity to write and present a proposal for discussion regarding the change prior to the date of implementation.

Section 4. Work schedules must be posted at least two (2) weeks in advance of time the employee is expected to work. A hard copy of the original schedule will be posted and will be made available to employees upon request. Work schedules may not be changed without the knowledge and agreement of the responsible manager and the affected employee. However, in

extreme emergencies it is understood that an employee may have to have his/her schedule changed. Extreme emergencies for the purposes of this article shall mean:

- a.) any officially declared national, state, county, or municipal emergency;
- b.) when a hospital disaster plan is activated; or
- c.) any unforeseen disaster or other catastrophic event that immediately affects or increases the need for health care services.

Section 5. Employees that are scheduled in an alternate pattern of shifts per pay period (three-two; two-one) will not have their pattern changed without their consent.

Section 6. Time requests shall be made at least four (4) weeks in advance of the time block on a form provided by the Employer. A time block will be defined as four (4) consecutive weeks. The approval or disapproval of these requests shall be included in the posted schedule. Approval of time requests will be distributed as evenly as possible except that the Licensed Practical Nurses and Registered Nurses at OCH will have their time requests granted in seniority order.

Should a conflict arise between a request for PTO and a request for a day off, the request for PTO will take preference.

Section 7. Special time requests for a day off shall be submitted to the responsible manager. A manager will reply indicating approval or denial within two (2) weeks of the request. Failure of the manager to reply within two (2) weeks indicates approval of the time request. A special time request is one that:

- a.) must be made prior to the time frames required in the contract for a regular time request;
- b.) requires approval or denial prior to the posting of the time block that will include the date requested;
- c.) is for circumstances that are of a "special" nature.

A special time request can be for a PTO day or for a day off (long day). Examples of a special time request include but are not limited to:

- a.) a request submitted in January for your child's wedding in June;
- b.) a request submitted in February for your child's college graduation in May;
- c.) a request submitted in March for your parent's 50th Wedding Anniversary in September.

Section 8. When time requests are submitted after the time frame(s) outlined in Section 6. above, the employee is responsible for finding his/her own replacement. An individual employee's request to change his/her schedule shall be presented in writing, on a form, to the

immediate supervisor. The form must be submitted to the immediate supervisor/department manager, signed by both employees affected, prior to the schedule change. When the above steps have been completed, the time change will be approved providing it does not result in an overtime situation.

Section 9. Filling of Open Shifts on a Pre-Posted Schedule:

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, first within the job title and then among qualified employees in other job titles, 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, in seniority order on a rotating basis (wheel).

Section 10.

a.) Filling of Open Shifts with a Posted Schedule:

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, employees within the bargaining unit next and then by employees in any covered bargaining unit that are qualified to do the work, in the following order:

1. 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;
2. a per diem employee who has signed up on the needs list for the unit and who can work extra hours without incurring overtime;
3. employees who have signed up on the needs list for the unit and who will incur overtime in seniority order on a rotating basis (wheel).

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

b.) Filling of Open Shifts that Occur After the Schedule is posted:

Shifts that become open after the schedule is posted, and are needed to be filled based on the staffing plan, will be posted on Kaleidoscope open shifts for seven (7) days. Shifts that have insufficient time to follow this process will be covered by Section 11 below. The shifts will be filled in the following order 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:

- 1.) a part-time or full-time employee who has signed up on Kaleidoscope for the unit and who can work extra hours without incurring overtime;
- 2.) a per diem employee who has signed up on Kaleidoscope for the unit and who can work extra hours without incurring overtime;
- 3.) employees who have signed up on Kaleidoscope for the unit and who will incur overtime in seniority order on a rotating basis within the time block.

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

Section 11. 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/PFL only, the employer may utilize floated 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 a 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, an attempt will first be made to fill the vacancies with bargaining unit employees using the most expedient means available, which may include, but is not necessarily limited to, the One-Call Now System, Kronos, and other department practices. Once the Employer has initiated such means, it may begin soliciting agency personnel or managers to fill vacancies.

In the event there are recommended changes to the current methods of contacting employees as outlined in a.) through g.) above, a joint committee of the Employer and the Unions will meet to discuss the reason for the changes, the recommended new or additional methods to contact employees, the plan to notify the employees of the changes and to provide any necessary training or education, and otherwise implement the changes.

For the purposes of this section, school health services will be considered one (1) unit/department.

Section 12. Unless mutually agreed upon by the Employer and an employee:

- a.) an eight (8) hour shift employee will not be required to work more than five (5) consecutive days;
- b.) the Employer will make its best effort not to schedule an eight (8) hour shift employee to work more than four (4) consecutive days if they fulfill their weekend requirement;
- c.) a ten (10) hour shift employee will not be required to work more than four (4) consecutive days;
- d.) an extended shift employee will not be required to work more than two (2) consecutive days; and
- e.) any employee scheduled to work less than an eight (8) hour shift will not be required to work more than five (5) consecutive days.

Section 13. Employees shall not be scheduled to work more than one-half (½) of the weekend shifts in any time block except when scheduled to make-up a weekend shift. Employees will be scheduled to make-up a weekend shift when they call-in PTU on a scheduled weekend shift. Weekend make-up will be scheduled within two (2) time blocks of the call-in. All issues relative to the scheduling of weekend work shall be governed by Article 16, Weekend Work.

Section 14. Break and meal periods will be scheduled as follows:

- a.) Each employee shall be given a fifteen (15) minute rest period, with pay, at a natural break point in work operations near the mid-point of the first one-half of their shift and the second one-half (½) of their shift for employees working eight (8) or ten (10) hour shifts. Employees working extended shifts shall have an additional fifteen (15) minute rest period.
- b.) Each employee that works a four (4) hour shift will be entitled to one fifteen (15) minute rest period.
- c.) Each employee who works a shift in excess of six (6) hours must receive a thirty (30) minute uninterrupted meal period. The only exception is a single person shift.

- d.) Each employee shall have a thirty (30) minute break at the mid-point of their shift for lunch. It is understood by the parties that the fifteen (15) minute rest period(s) may be added to the lunch break, or combined into a single break, by the mutual agreement of the Employer and the employee. Except that employees who begin working before 11:00 am and work past 7:00 pm must receive a meal period of twenty (20) minutes between 5:00 pm and 7:00 pm. This period will be inclusive of one of the fifteen (15) minute rest periods and an additional five (5) minutes of paid time.
- e.) Employees must notify their supervisor if available when they are unable to take a meal break, except where the employee's position does not allow them to leave their work site. Employees will be paid for missed lunch breaks.
- f.) An employee who, is the only employee scheduled in a department, regardless of his/her shift duration, and is either unable to take a meal period, or is called back from his/her scheduled meal period, or any employee that is called back from his/her lunch shall be entitled to take a full thirty (30) minute uninterrupted meal period within the specified time frames. If not, the employee shall fill out an exception log entry and will be paid the entire thirty (30) minutes.

Section 15. Time worked shall be recorded by an automated time system, at the Employer's option.

Section 16. All departments will have the option of establishing extended shifts for a department or cost center, with the mutual agreement of the majority of the affected employees in the department and the Employer. If a decision is made to establish a special shift:

- a.) the Union and the Employer will meet to negotiate the terms of the new shift;
- b.) the new shift will be trialed for a period not to exceed four (4) months;
- c.) the Union and the Employer will meet at the end of the trial period to review:
 - (1.) any change(s) which need to be made;
 - (2.) if the trialed shift will become permanent.

If the Employer determines at any point that an extended shift will be eliminated in a cost center or department, the Union will be provided with a forty-five (45) day notice for the purpose of discussing the conversion of these staff members back to a eight (8) hour work day when the shift is eliminated.

Section 17. Any decrease in the length of a shift must be presented to the job security committee for review upon thirty (30) days' notice to the Union before implementation.

Article 16

Weekend Work

Section 1. Weekend work commitments will be defined as no more than:

- a.) every other weekend (or no more than one-half (1/2] of the weekend shifts in any time block) for employees scheduled to work eight (8) hours or less;
- b.) every third weekend (or no more than three (3) weekend shifts per time block) for employees scheduled to work greater than eight (8) hour shifts.

Current practices regarding scheduling of ten (10) hour shifts on weekends will continue.

Section 2. For employees working the day or evening shifts, weekend shifts are defined as those where the start times are on a Saturday or Sunday.

Section 3. For employees working the night shift, weekend shifts are defined as those where the start times are on either a Friday and Saturday or Saturday and Sunday.

Selection of the weekend commitment will be determined on a unit by unit basis by a majority of the employees working in the department on the shift. The determination of the weekend cannot be changed more than once per year.

Section 4. Employees will be scheduled to make-up a weekend shift when they call-in PTU on a scheduled weekend shift. Weekend make-up will be scheduled within two (2) time blocks of the call-in.

Section 5. If an employee is rotated to a night shift on a Friday, that shift shall be counted as a weekend shift worked toward the weekend commitment.

Section 6. It is agreed to and understood by the parties that the current scheduling practice that exists at each site, related to employee assignment to a specific weekend schedule, will remain in effect. For bargaining units that own their weekends refer to MOU # 49, MFSH RN Weekend Commitment, MOU # 30, DMP RN Weekend Commitment.

Section 7. If the number of staff scheduled on a weekend shift exceeds the requirements for the unit/department, additional weekend time off will be evenly distributed on a rotating basis among all employees. At OCH additional weekend time off will be granted initially by written request. If no such requests have been made, time off will be offered by seniority if that employee is available and agrees to be scheduled an alternate day during the week.

Section 8. For the OCH RNs and LPNS: In the event that a holiday falls on a weekend requiring an employee to be scheduled outside of his/her normal weekend rotation, another weekend day, either before or after the holiday will be granted off. The employee may request the alternate weekend date to be granted.

In the event an employee is scheduled for a holiday off on his/her regular weekend to work, the employee will be scheduled to work another weekend day either before or after the holiday.

Article 17

Shift Rotation

Section 1. The Employer and the Union agree that shift rotation is not the preferred method to schedule employees. Shift rotation shall occur only after all other reasonable alternatives have been exhausted. Full-time and part-time day shift employees, who are employed in a cost center or unit that has scheduled shift work, may be rotated to meet unforeseen staffing needs. Evening and night shift employees will not be required to rotate shifts.

Section 2. If shift rotation is required it will be assigned as follows:

- a.) request volunteers;
- b.) offer extra hours without incurring overtime by seniority;
- c.) the least senior employee from among non-probationary employees in the same cost center or unit.

Section 3. No employee shall be assigned to work more than two (2) different shifts (day/evening or day/night) in any four (4) week time period. Employees who rotate shifts will have a minimum of twenty-four (24) hours off before returning to their scheduled shift. Employees working extended shifts who rotate to the night shift, shall have forty-eight (48) hours off before returning to the day shift, unless otherwise mutually agreed upon.

Section 4. All attempts will be made not to rotate employees to an off shift if such rotation creates a hole on the day shift.

Section 5. Employees shall not be assigned to rotate to an alternate shift on a holiday unless mutually agreed upon by both the employee and the Employer.

Section 6. Certain current positions regularly rotate shifts and shall continue pursuant to past practice as noted in MOU #11 entitled Rotating Positions.

Article 18

Temporary 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. No employee will be required to be downsized for any hours lower than the full-time equivalent (FTE) he/she was hired for.

Section 2. Floating (under Article 15, Section 11 (d)) may occur prior to downsizing only in instances of a PTU or same day intermittent FMLA. As stipulated under Article 19, Section 6, floating is also governed by MOU #s 23 and 26 (floating grids).

Section 3. In departments with variable staffing the Employer will not downsize staff or utilize the downsizing process outlined in Section 3. below, until two (2) hours prior to the start of a shift. The Employer will not downsize staff below the staffing grid after the start of the shift.

Section 4. The Employer will contact bargaining unit members at least one (1) hour prior to the start of the shift if they are to be downsized. If the Employer fails to provide the one (1) hour downsizing notice required in this article, affected employees will be utilized to work or paid at least four (4) hours of pay at the appropriate rate.

Section 5. If it becomes necessary to temporarily reduce the number of employees in a particular department or unit, the reduction will be completed as outlined below:

- a.) any scheduled agency, travel, temporary (non-union) personnel in the affected area will be canceled or floated;
- b.) any scheduled overtime (time paid at time and one-half) will be canceled in inverse order of seniority;
- c.) any employee who was previously denied a PTO request will be offered PTO next, in order of seniority;
- d.) volunteers will be offered paid time off in order of seniority on a rotating basis (wheel);
- e.) volunteers will be offered excused absence time without pay in order of seniority on a rotating basis (wheel);
- f.) per diem time in excess of commitment days will be canceled in inverse order of seniority;
- g.) any scheduled hours in excess of an employee's normal work week (i.e.: part-time employees in excess of the minimum weekly hours for which they were hired) as denoted on the employee's schedule, will be canceled in inverse order of seniority and such employees may use accrued Paid Time Off;
- h.) per diem employees who are scheduled their minimum requirement will be canceled in inverse order of seniority;
- i.) flexible employees will be flexed down per Article 11 of this Agreement. If more than one (1) flexible employee works on a unit/department, employees will be flexed down in inverse order of seniority and on a rotating basis so that downsizing is evenly distributed among flexible employees;
- j.) for clarification of the downsizing wheel for each of the Unions see Letter of Intent on page 380.

It is understood that if the steps a.) - i.) above do not result in appropriate downsizing, floating, if practicable, will be done as per Article 19 Floating.

As it relates to paragraphs d.) and e.) above volunteers from the OCH Registered Nurse, Licensed Practical Nurse and Technical bargaining units, will be offered paid time off and excused absence time in seniority order.

Section 6. In long term care facilities employees will not be downsized if there are understaffed units.

Section 7. At DeGraff Medical Park the acute care facility and the skilled nursing facility will be treated as separate entities for the purpose of downsizing.

Article 19 Floating

Section 1. The floating of personnel from unit to unit, within a facility/site, with the exception of employees that are hired into a float pool, is an undesirable method for staffing a unit or department as it relates to both the quality of patient care and employee satisfaction. Floating will only occur in situations when inadequate staffing is unanticipated and could lead to unsafe practice situations.

Section 2. Before floating occurs the process outlined in Article 15, Hours of Work and Work Schedules, Section 11 shall be followed. Employees floated from their current position, to another unit/cost center/department under the provisions of this article shall be entitled to a two dollar per hour (\$2.00/hour) differential for all hours worked regardless of the number of hours floated. The two dollar (\$2.00) per hour differential will not apply to Float Pool Employees.

Section 3. Employees working in the following sites, clinics and the Phlebotomy Patient Service Centers shall receive two (\$2.00) dollars per hour differential if they volunteer or are assigned to float on a shift to shift basis outside the site (address):

- a.) Pediatric ENT Clinics;
- b.) Pediatric Primary Clinics;
- c.) Women's Ambulatory Clinics;
- d.) Phlebotomy including the Patient Service Centers (PSC);
- e.) Cashiers.

Section 4. For purposes of Section 2. above, an employee's current position is the position they were most recently awarded, or hired into, unless that position was changed or consolidated pursuant to this Agreement. If an employee is awarded or hired into a position that is required to cover multiple units, except as outlined in Section 3. above, that assignment will not be considered a float assignment.

Section 5. The Employer will not double schedule a position for the sole purpose of floating one of the scheduled employees out of the unit.

Section 6. When an employee is floated to another unit, the Employer will be held accountable for the provision of the appropriate and timely orientation/training of staff floated to the new unit and to familiarize such employee with the items covered in the department orientation check list. In addition the Employer shall identify a reference or resource person.

Section 7. Employees will only be floated to units/departments where there is a similar patient care or job responsibility. It is understood that an employee will not be given the sole accountability for a patient and/or assignment if floated to a unit which is outside of his/her area of practice. Staff who float will work to their level of competence. An employee may exercise the option to complete floating competencies in any area outside of their area of practice.

Section 8. The OCH RNs, LPNs, NPs and PAs have a very detailed grid and are not required to float outside of the grid structure. The RNs at BGMC, MFS, and DMH, and Surgical Techs at BGMC will be governed by MOU #26 Adult Site RN/Surgical Technologist Floating Grid. The grids can only be changed by the mutual consent of the Employer and the Union. The parties agree to continue with both the grid and the practice.

Section 9. Each unit will develop a list of employees assigned to the unit, in inverse order of seniority, for the purpose of tracking employee floating. Once an employee has been floated to another unit and has started his/her work assignment, that shift will be credited to the employee and will be considered a floated shift.

Section 10. If floating is required, it will be done as follows:

- a.) an employee from a float pool will float first;
- b.) in the event agency/travel personnel are scheduled to work a particular shift they will be required to float next, provided that all competencies for patient care have been met;
- c.) volunteers will be floated next with the understanding that 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.) an employee who is working an extra shift or overtime, until May 31, 2023 (see Section 15h);
- e.) the least senior employee with less than fifteen (15) years seniority will float next, 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, on the date that floating is to occur, the least senior employee will float with subsequent floating being assigned until all employees have been floated.

Section 11. An employee that floats from his/her assigned unit will not be required to be in charge or assigned to be lead unless:

- a.) the employee has been oriented to the position on that unit/department; and
- b.) the remaining staff are not able to perform the duties of the charge position.

Section 12. Employees will not be required to float more than once per shift.

Section 13. If an employee is floated and that employee is no longer needed, he/she will return to his/her unit. If the staffing requirements on the unit to which an employee is floated, are reduced during the shift, and there is no need for the employee on his/her home unit, the floated employee has first option to be voluntarily downsized.

Section 14. 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 in seniority order.

Section 15. An employee will be excused from floating on the date that floating is to occur when:

- a.) the employee is in orientation (training);
- b.) the employee is precepting/training another employee or student;
- c.) the employee is in the first month from the date of orientation completion;
- d.) is scheduled to attend an educational or committee meeting;
- e.) the employee is running the ECMO pump or is assigned on the STAT Team;
- f.) OCH RNs, LPNs, NPs and PAs who are required or volunteer to report to work early;
- g.) the employee is a newly graduated RN or LPN unless the employee has agreed to float or is picking up shifts on units other than their own. ('Newly graduated' shall mean the degree necessary for the job title was conferred in the twelve (12) months prior to hire. Once an employee has been hired as a newly graduated RN or LPN, they shall retain this designation for a period of six (6) months after successful completion of orientation, exclusive of periods of inactive status.)
- h.) Effective, June 1, 2023, an employee who has volunteered to work an extra shift or overtime shift on their unit will not be floated during that shift and no one in the same job title on the unit will be floated during that same shift. (This subsection h. does not apply to Long Term Care. The parties agree to meeting on or after June 1, 2023 to discuss the potential of application of this subsection to Long Term Care.)

Any employee who transfers into a critical care area at OCH without prior critical care competencies will not be required to float within the first six (6) months from the transfer date.

Section 16. Long Term Care Facilities: Employees who have picked up an extra shift on a particular unit following the posting of the approved schedule, and are no longer needed on that unit, but are needed somewhere else in the facility due to critical staffing needs will be floated to the unit which is experiencing a critical staffing need. If there is no critical staffing need, an employee will be offered the option to either cancel the extra shift or agree to float.

Any employee who opts to cancel his/her extra shift in Section 16 above will not be charged with a PTU day. The parties agree critical staffing shall be defined as staffing levels that fall below the posted staffing grids.

Section 17. The Employer will not float employees on a major holiday.

Article 20 Shift Differential

Section 1. Shift differential will be paid to all employees for hours worked on a premium shift (evening and night shifts) in accordance with the provisions of this Article.

Section 2. Shift differential will be used in the computation of overtime.

Section 3. For employees who are hired to work an evening or night shift, shift differential will be applied to all time that employee is scheduled off with pay.

Section 4. Evening and night shift differential will be paid for all evening and night shifts as outlined in Article 15, Section 2. Shift differential will be paid for all hours worked on that shift.

Section 5. Shift differential will be paid for an eight (8) hour shift, when four (4) or more hours are scheduled on a premium shift. Shift differential will be paid for all hours worked on that shift.

Section 6. For the BGH RN and TCC Bargaining Units: Shift differential will be paid only when an employee works at least four (4) hours of a premium shift. Differential payment will be paid for all hours worked on that shift, at the appropriate rate for that shift.

Section 7. An employee who is authorized to work past the end of his/her shift or is called into work on a premium shift, will receive shift differential for all hours worked on the premium shift.

Section 8. An employee who works the night shift, and who is authorized to work into the day shift, will get shift differential for all hours worked.

Section 9. There shall be no pyramiding of shift differential.

Section 10. Shift differential premiums shall be as defined in Article 23, Salaries.

Article 21 On-Call Pay

Section 1. An employee will be considered “on-call” and entitled to on-call pay as described in this Article in either of the following situations:

- a.) when the employee must carry a beeper for a specific period of time; or
- b.) when the employee must remain at a single location for the purpose of being available to receive a telephone call to report to work.

It is expected that the employee promptly report to work when called.

Section 2. An employee will not be considered on-call in any situation other than those described above. The only exceptions are outlined in Section 9. and 10. below.

Section 3. An employee on-call as described in a.) and b.) above will be entitled to two (2) hours of pay at the employee’s base rate for every eight (8) hours spent on-call. The rate paid for in both a.) and b.) will be prorated for hours less than eight (8) hours spent on-call.

Section 4. An employee shall be entitled to a minimum of four (4) hours pay or pay for the hours actually worked on the call-in, whichever is greater, plus any on-call they are due. It is understood that the four (4) hour minimum applies to each occurrence when an employee is called into work providing the employee upon completing his/her call-in assignment contacts the Emergency Department and Site Administrator to insure there are not additional cases requiring his/her services prior to leaving the premises. It is further understood that the notification process may differ in each department. If an employee is on-call and is called into work less than four (4) hours prior to the start of his/her shift, and the on-call assignment extends into the employee’s regularly scheduled shift, the employee will be entitled to the minimum four (4) hours pay.

Section 5. An employee will be considered “called in”:

- a.) when the employee who is on-call is called into work and reports for work; or
- b.) when the employee who works from his/her previous shift into his/her period of on-call is held over for one (1) hour or more.

This call-in payment will be made at the base rate or at time and one-half as defined in Article 25, Overtime and will include shift differential and holiday pay if applicable. Holiday pay will be paid when an employee comes in on-call between the hours of 6:00 pm on the eve of the holiday and ending at 11:00 pm on the day of the holiday.

Section 6. When an employee on-call for the night shift is called in for a work assignment and there are six (6) or fewer hours between the end of the call in assignment and the commencement of his/her shift the next morning, the following options will be available:

- a.) report to work at his/her scheduled time;
- b.) report for duty up to eight (8) hours after he/she completes the on-call shift;
- c.) considered first, for first off and/or downsizing considerations for that day.

The exception will be when an employee on-call is called in within two (2) hours of the start of the shift.

Section 7. On-call time shall not count towards the calculation of eligibility for overtime. Compensation received for on-call time, however shall be included in an employee's base rate for calculating an employee's overtime rate of pay.

Section 8. Only hours actually worked when the employee is called in will be considered for the purpose of calculating overtime.

Section 9. An employee can volunteer to be assigned to "on-call" outside of his/her permanent site if there is insufficient staff to fulfill that site's on-call requirement for the position.

Such assignments shall be subject to the following:

- a.) the employee will remain a member of his/her bargaining unit and will be covered by the terms and conditions of his/her contract;
- b.) regardless of whether the employee reports to work at his/her permanent site or at another Kaleida site, the employee will receive his/her current rate of pay or the rate for the position at the receiving facility, whichever is higher, plus an hourly premium of ten percent (10%);
- c.) the employee who volunteers to take on-call at another Kaleida site, must meet the basic core competencies for the work and will receive a site specific orientation at the new site;
- d.) each will be held harmless from any additional cost for parking.

Section 10. In downsizing situations, there may be occasions when an employee may be placed on-call due to unforeseen changes in admissions, discharges, procedure schedules and staffing. In such situations, volunteers will first be asked to be on-call in order of seniority. No employee will be required to go on-call. Any employee that agrees to take on-call will be paid pursuant to the provisions of this Article. Finally, the decision to initiate an on-call request will be at the discretion of management.

Article 22
Call-In Pay

Four (4) hours pay or a minimum of four (4) hours work shall be provided to employees called to work for a work assignment outside their regular scheduled work hours. Being called back to work for the purpose of this Article, does not include being held over or starting early.

Article 23
Salaries

Wage scales and salary language are outlined in appendices included in this Agreement and are as follows:

- a.) Appendix A - Clerical Employees Salaries;
- b.) Appendix B - Maintenance Employees Salaries;
- c.) Appendix C - Professional Employees Salaries;
- d.) Appendix D - Registered Nurse Salaries;
- e.) Appendix E - Service Employees Salaries; and
- f.) Appendix F - Technical Employees Salaries.

Article 24
Recruitment, Incentive or Premium Pay Programs

Section 1. The Union and the Employer agree that any recruitment, incentive or premium program offered must be negotiated with the Union(s) that represents the employees in the job title at the sites that will be affected.

Section 2. The Unions at the other facilities will receive notification of the intent to negotiate a program at the other site(s) as well as the terms of the final agreement.

Article 25
Overtime

Section 1. Overtime shall be paid to all employees covered by this Agreement. No employee will be required to work beyond the end of his/her shift but may volunteer to do so.

Section 2. Overtime shall be paid at one and one-half (1½) times an employee's basic hourly rate (including differentials and premium rates) for actual hours worked in excess of thirty-seven and one-half (37 ½) hours in a scheduled work week except in those job titles where the normal work week exceeds thirty-seven and one-half (37 ½) hours. In these instances, overtime shall be

paid at one and one-half (1 ½) times the employee's basic hourly rate for actual hours worked in excess of the employee's normal work week.

Section 3. The only exceptions to the above:

- a.) The DeGraff CWA bargaining units as follows: Employees agreeing to work six (6) days on the first week and four (4) days in the other week of a pay period will receive overtime pay at time and one-half (½) of the employee's basic hourly rate for hours worked in excess of eight (8) hours in any workday and in excess of seventy-five (75) hours in the fourteen (14) day pay period. There will be no pyramiding of overtime.
- b.) The Buffalo General Medical Center Professional bargaining unit Pharmacists as follows: Pharmacists that work seventy (70) hours in one work week and no hours in a second work week for a total of seventy (70) hours in a pay period will be paid the overtime premium of time and one-half an employee's hourly rate for all hours worked in excess of eight (8) hours in a day.
- c.) The Buffalo General Medical Center Registered Nurse and Professional bargaining units as follows: Nurse Practitioners and Physician Assistants that work seventy (70) hours in a biweekly pay period will work forty (40) hours in one (1) week and thirty (30) hours in the next. Those employees will be paid the overtime premium of time and one-half (1½) the employee's hourly rate for all hours worked in excess of thirty-seven and one half (37½) hours in a work week.
- d.) OCH RN, LPN and Service and Maintenance bargaining units as follows: An employee's compensation rate for all hours worked exceeding an employee's normal scheduled shift in a workday will be at time and one-half (1½) the employee's hourly rate provided that the normal scheduled shift is at least seven and one-half (7½) hours.
 - 1.) All work performed by a Registered Nurse in excess of forty (40) hours in a work week (excluding daily overtime hours) will be compensated at one and one-half (1½) times the employee's regular hourly, salary for employees working eight (8) and ten (10) hour shifts.
 - 2.) All work performed by a Registered Nurse or a service and maintenance employee in excess of eight (80) hours in a pay period (excluding daily overtime hours) will be compensated at one and one-half (1½) the employee's regular hourly salary for employees on twelve (12) hour shifts.
 - 3.) All work performed by a Licensed Practical Nurse or a service and maintenance employee in excess of thirty-seven and one-half (37½) hours in a work week (excluding daily overtime hours) will be compensated at one and one-half (1½) times the employee's regular hourly salary for employees working seven and one-half (7½) hour shifts.
 - 4.) All work performed by a Licensed Practical Nurse in excess of seventy-two (72) hours in a pay period (excluding daily overtime hours) will be

compensated at one and one-half (1½) times the employee’s regular hourly salary for employees working twelve (12) hour shifts.

- 5.) All work performed by a Licensed Practical Nurse in excess of sixty-nine (69) hours in a pay period (excluding daily overtime hours) will be compensated at one and one-half (1½) times the employee’s regular hourly salary for employees working eleven and one-half (11½) hour shifts.

Section 4. Scheduled paid time off, including personal days will be considered as time worked for the purpose of computing overtime. (Unscheduled paid time off will not be considered as time worked for the purpose of computing overtime.)

Section 5. All employees who are required to remain at work due to inclement weather or an extreme emergency will be paid at one and one-half (1½) times the employee’s regular hourly salary for all hours worked.

Section 6. Overtime must be authorized in advance by the appropriate supervisor or designee, if available.

**Article 26
Paid Time Off**

Section 1. All full-time and part-time employees are eligible for Paid Time Off (PTO) according to the following schedules.

- a.) Plan 1 will apply to all registered nurse, nurse practitioner and professional bargaining units.

PTO			
Years of Service	Accrual Rate per Hours	Maximum Annual PTO Hours	Maximum Annual PTO Days
Date of hire to end of probation	0.0333		
End of probation to Last Day of 1 st Year	.1079	174.5	23.25
First Day of 2 nd Year to Last Day of 4 th Year	.1192	232.5	31
First Day of 5 th Year to Last Day of 10 th Year	.1538	300	40
First Day of 11 th Year to Last Day of 25 th Year	.1615	315	42
First day of 26 th Year and forward	.1731	337.5	45

During the probationary period, newly hired employees shall only be permitted to use accrued PTO for the reasons set forth in the New York State Paid Sick Leave Law.

- b.) Plan 2 will apply to all licensed practical nurses, imaging technologists, perfusionists, respiratory therapists and Kaleida Health Business Office Clerical (bargaining unit 28):

PTO			
Years of Service	Accrual Rate per Hours	Maximum Annual PTO Hours	Maximum Annual PTO Days
Date of hire to end of probation	0.0333		
End of probation to Last Day of 1 st Year	0.1079	174.5	23.25
First Day of 2 nd Year to Last Day of 4 th Year	0.1192	232.5	31
First Day of 5 th Year to Last Day of 10 th Year	0.1538	300	40
First Day of 11 th Year to Last Day of 25 th Year	0.1577	307.5	41
First day of 26 th Year and forward	0.1731	337.5	45

During the probationary period, newly hired employees shall only be permitted to use accrued PTO for the reasons set forth in the New York State Paid Sick Leave Law.

- c.) Plan 3 will apply to all clerical, maintenance, service and technical bargaining units except for the job titles listed in b.) above:

PTO			
Years of Service	Accrual Rate Per Hours	Maximum Annual PTO Hours	Maximum Annual PTO Days
Date of hire to end of probation	0.0333		
End of probation to Last Day of 1 st Year	0.0967	158	21
First Day of 2 nd Year to Last Day of 4 th Year	0.1077	210	28
First Day of 5 th Year to Last Day of 10 th Year	0.1385	270	36
First Day of 11 th Year to Last Day of 25 th Year	0.1576	307.5	41
First day of 26 th Year and forward	0.1731	337.5	45

During the probationary period, newly hired employees shall only be permitted to use accrued PTO for the reasons set forth in the New York State Paid Sick Leave Law.

- d.) Plan 4 will apply to all per diem employees in all bargaining units from their date of hire:

PTO/NYSPSL			
Accrual Rate Per Hours	Maximum Annual PTO/NYSPSL Hours	Maximum Annual PTO Days	
0.0333	56	7.5	

Per Diem employees, in recognition of Section 196b of the New York State Labor Law, shall accrue up to a maximum of fifty-six (56) hours per year in accordance with the New York State Paid Sick Leave (Section 196b of NY Labor Law) at a rate of one (1) hour per every thirty (30) hours actually worked. Paid Sick Leave must be used in accordance with the law taken in four (4) hour minimum increments. At the end of the PTO plan year, per diem employees may carry over up to fifty-six (56) hours of accrued, unused sick leave into the next PTO plan year.

Employees may only use up to a maximum of fifty-six (56) hours in any PTO plan year. These hours are not payable at termination from employment, but will transfer should a per diem employee be hired into a benefited position.

Section 2. For all employees hired into the BGH registered nurse and technical clinical/clerical bargaining units prior to July 31, 2011, or for any employees consolidated into the bargaining units per Article 55, Merger, Consolidation, Transfer or Establishment of Work within Kaleida Health, since July 31, 2011, the existing BGH registered nurse and technical/clinical-clerical PTO accrual schedules will be grandfathered. Employees hired into those bargaining units will accrue PTO as outlined in those accrual schedules which are included in Memorandum of Understanding #22, entitled PTO Grandfathering. For employees hired into these bargaining units after July 31, 2011, PTO accrual rates will be those identified in Sections 1 and 4.

Section 3. It is understood that no employee who currently accrues PTO at a rate higher than those included in Sections 1 and 4, will lose PTO as a result of this Agreement. When an employee's current PTO accrual rate, becomes less than the accrual rates outlined in Sections 1 and 4, the employee will move to the appropriate PTO schedule included in Sections 1 and 4. PTO accrual schedules that are the basis for such grandfathering are outlined in Memorandum of Understanding #22, entitled PTO Grandfathering.

Section 4. All employees hired into the Skilled Nursing facilities after July 19, 2011 are eligible to earn PTO according to the schedule below:

PTO			
Years of Service	Accrual Rate Per Hours	Maximum Annual PTO Hours	Maximum Annual PTO Days
Date of hire to end of probation	0.0333		
End of probation to Last Day of 1 st Year	0.0967	158	21
First Day of 2 nd Year to Last Day of 4 th Year	0.103846	202.5	27
First Day of 5 th Year to Last Day of 10 th Year	0.134615	262.5	35
First Day of 11 th Year to Last Day of 25 th Year	0.153846	300	40
First day of 26 th Year and forward	0.169230	330	44

Section 5. All full-time and part-time employees are eligible for extended sick time according to the following schedule.

ESB		
Accrual Rate Per Hours	Maximum Annual ESB Hours	Maximum Annual ESB Days
0.0231	45	6

Section 6. Each eligible employee will be assigned a Paid Time Off (PTO) bank to accumulate hours to use for all paid time off. In addition to PTO, each eligible employee will be assigned an Extended Sick Bank (ESB) for use during periods of short term disability or during period of workers' compensation. Such workers' compensation will include periods of work related illness or injury resulting in an absence of less than seven (7) days.

Section 7. Eligible employees shall accrue PTO at a rate based on years of service as defined by their date of hire, and ESB as detailed in the tables above. PTO is accrued on all hours worked up to seventy-five (75) hours in a pay period. Employees hired to work forty (40) hours per week or eighty (80) hours per pay period, will accrue at the rates outlined in Sections 1 and 4. The maximum annual hours and days will be adjusted to take into account the longer work day. Newly hired employees will begin accruing PTO upon the completion of the probationary period.

Section 8. Employees are eligible for, and may use PTO as it is earned. Earned hours are those hours that are accrued and accumulated in the PTO bank and owned by the employee. Benefit balances are updated on Saturday at the end of the pay period. This earned amount is to be considered a tentative balance until the timecard is signed off. This amount could be affected by manager edits on Payroll Monday. This earned accrual is intended to be available in the next pay period.

Section 9. Time off without PTO accrued, also referred to as “No Benefit Time” or NOB is not permitted. Employees will not be disciplined for NOB of one (1) hour or less. Employees are responsible to keep track of their PTO time used and accrued.

Section 10. The employee’s pay check stub should reflect the net PTO and ESB balances, as well as any time in his/her transitional bank, as of the beginning of the current pay period.

Section 11. An employee changing from part-time or per diem status to either full-time or part-time status shall begin earning PTO from the first day of the pay period worked in the new status.

Section 12. A part-time employee may request to use PTO in excess of the hours they are hired to work, up to thirty-seven and one-half (37.5) or a full-time work week of forty (40) hours.

Section 13. Part-time employees who have worked “extra” hours and earned “extra” PTO as a result, should be scheduled to utilize PTO in increments equal to hours earned. For example, an employee who was hired as a 0.6 FTE but who has earned PTO equivalent to a 0.8 FTE, should be paid as a 0.8 FTE when they take the PTO time.

Section 14. PTO is an accrual system with paid leave time earned for each hour paid as well as for each hour of excused absence, or other paid leave time which substitutes for regular work hours, up to the maximums outlined in Sections 1, 4, and 7 above. It is understood that:

- a.) PTO and ESB is not earned for time spent on-call as per Article 21, On-Call Pay; or for time spent on an approved unpaid leave of absence as per Article 35, Leave of Absence.

- b.) excused union representation time, as per Article 6, Union Representation, will accrue PTO as though the excused union representation time are hours worked up to the maximum of hours hired to work per pay period; and
- c.) scheduled PTO will be considered as time worked for the purpose of computing overtime.

Section 15. Time off will be reported as follows:

- a.) PTO should be scheduled in advance of the time block with routine time requests but in no event with less than twenty-four (24) hours' notice and will be approved in the same manner as routine time requests.
- b.) Unscheduled absences must be reported at least two (2) hours prior to the start of the employees shift.
- c.) PTO will be paid for all hours of a scheduled or unscheduled shift or partial shift. Employees do not have the option to take time without pay except as defined for excused absence time as designated in Section 14. above.
- d.) Up to two (2) shifts of paid time off will be designated for personal reasons.
- e.) Employees who call off with an unscheduled absence (PTU), will not be permitted to pick up another shift for the same shift for which they called off.

Section 16. Employees covered by this Agreement may request their two (2) PTO days, detailed above, as personal leave (PL) days.

For the time-periods inclusive of October 25 through November 1 and December 1 through December 31, one PL day per unit/department, per job title, per shift will be granted. In unit/departments with greater than 30 employees hired per shift, per job title, an additional PL day will be approved as per the examples below:

For example:

- 1-30 employees hired per shift, per job title one (1) PL day will be granted per unit/department
- 31-60 employees hired per shift, per job title two (2) PL days will be granted per unit/department
- 61-90 employees hired per shift, per job title three (3) PL days will be granted per unit/department.

Per Diems will be counted and unless hired for a specific shift the number of per diems will be equally divided between the shifts with odd number going to the day shift.

A snapshot of the current employees hired per shift, per job title will be taken of each unit/department as of September 25th of each year. The snapshot will determine the number of PL days that will be allowed per shift, per job title.

Department managers may approve additional days at their discretion.

The following requirements are placed on the use of PL days:

- a.) An employee requesting a PL day shall notify his/her Unit Manager at least 48 hours but no earlier than 30 days in advance of such a request.
- b.) PL days will not be taken on the day before, the day of, or the day after a holiday.
- c.) For the time-periods inclusive of October 25 through November 1 and December 1 through December 31, the granting of the PL day will be on a first come, first serve basis. When two (2) or more requests are submitted on the same date, the highest seniority will govern.

If the requirements of this section are met, requests for PL days must be approved.

Section 17. It is understood by the Employer as well as the Union that time requests for one (1) or more consecutive weeks, are scheduled and approved differently throughout the System. Therefore, these PTO requests will be addressed in Article 27 PTO Scheduling.

Section 18. The new PTO plan year begins on the first day of the first pay period of the new calendar year and will be as follows:

- a.) December 18, 2022;
- b.) December 17, 2023;
- c.) December 15 2024; and
- d.) December 28, 2025.

The PTO plan year ends on the last day of the last pay period of the calendar year.

Section 19. If a benefit earning employee transfers to a non-benefited position or is laid off, available PTO hours will be paid out in cash in the pay period following the transfer of status or layoff. ESB hours will be frozen until the employee returns to a category of employment which receives benefits, at which time the ESB will be re-established to the same number of hours in the ESB at the time the bank was frozen.

Section 20. An eligible employee may voluntarily donate a portion of his/her own PTO benefit hours to another benefited Kaleida employee who is away from work on an approved leave for disability, Family Medical Leave, or personal leave of absence for hardship reasons. PTO donations however, may not begin until the employee off on leave has stopped accruing PTO and that time has been utilized. The employee will be eligible to give hours from his/her

own accrued balance of PTO. Time donated will be converted to a dollar value which will in turn be converted to the equivalent hours of time based on the recipient's hourly rate. An employee may donate up to thirty-seven and one-half (37½) hours from their accrued balance in each PTO Plan Year. Donations may be made from accrued, unused PTO only. ESB Hours are not eligible for donation. Once donated, the gift is irrevocable. Recipients of donated PTO are eligible to be paid up to seventy-five hours (75) or eighty hours (80) of PTO per pay period.

Section 21. Employees on New York State disability or workers' compensation will continue to earn PTO and ESB hours as long as they continue to be paid from either their PTO or their ESB bank.

Section 22. If an employee is released from work without pay for an excused absence day, or agrees to be placed on voluntary call for the purpose of downsizing he/she will continue to earn PTO and ESB for the hours he/she is on excused absence.

Section 23. There is no limit on the amount of time that can be accumulated in the ESB during the employee's total service with Kaleida. Kaleida Health is not obligated to buy back time remaining in an employee's ESB upon separation from employment except in the following bargaining units.

- a.) For the OCH RN and Clerical (03) bargaining units, any employee, upon retirement from the Employer will be eligible for payment of fifty percent (50%) of the employee's ESB. As used in this Section, retirement is defined as termination of employment under one of the following conditions:
 - 1.) age 65 and five (5) years of full-time or part-time service;
 - 2.) any time after age 55 and ten years of full-time or part-time service;
 - 3.) any age and thirty (30) years of full-time or part-time service;
 - 4.) totally and permanently disabled after ten (10) years of full-time or part-time service.

The hourly rate will be computed based upon the employee's average straight time hourly wage paid for the last seven (7) consecutive years prior to retirement. Actual payment is to be paid in a separate check and as deferred compensation.

- b.) For the OCH LPN bargaining unit, any employee, upon retirement from the Employer will be eligible for payment of one-third (1/3) of the employee's ESB. As used in this Section, retirement is defined as termination of employment under one of the following conditions:
 - 1.) age 65 and five (5) years of full-time or part-time service;
 - 2.) any time after age 55 and ten years of full-time or part-time service;
 - 3.) any age and thirty (30) years of full-time or part time service;

- 4.) totally and permanently disabled after ten (10) years of full time or part time service.

The hourly rate will be computed based upon the employee's average straight time hourly wage paid for the last seven (7) consecutive years prior to retirement. Actual payment is to be paid in a separate check and as deferred compensation.

- c.) For the OCH SM bargaining unit, any employee, upon retirement from the Employer will be eligible for payment of sixty percent (60%) of the employee's ESB. As used in this Section, retirement is defined as termination of employment under one of the following conditions:

- 1.) age 65 and five (5) years of full-time or part-time service;
- 2.) any time after age 55 and ten years of full-time or part-time service;
- 3.) any age and thirty (30) years of full-time or part-time service;
- 4.) totally and permanently disabled after ten (10) years of full-time or part-time service.

The hourly rate will be computed based upon the employee's average straight time hourly wage paid for the last seven (7) consecutive years prior to retirement. Actual payment is to be paid in a separate check and as deferred compensation.

- d.) For the MFSH S&M bargaining unit, the Employer agrees to continue the following:

At normal, deferred or early (age 60 or later) retirement, the Employer will pay for unused accumulated sick time in excess of 225 hours up to a maximum of 525 hours at the rate of 75% of the employee's base hourly rate. For example, an employee who has accumulated 615 hours of paid sick time will receive 292.5 hours of pay at the time of retirement ($615 - 225 \times .75 = 292.50$); while an employee who has accumulated 900 hours of sick time will receive 393.75 hours of pay at the time of retirement ($900 - 225 = 675$, which is in excess of maximum, so employee receives $525 \times .75$ or 393.75 hours, which is the maximum benefit).

It is agreed to and understood by the parties that employees hired into the bargaining units referenced in this Section after July 19, 2011 will not be entitled to the benefits outlined in a.), b.), c.) and d.) above.

Section 24. Employees who have completed the probationary period may request PTO hours over and above the accrued balance in their PTO bank up to a maximum of forty (40) hours for full-time employees and to a maximum of twenty-four (24) hours for part-time employees. It is understood that utilization of negative PTO hours will only extend through the last full pay period of May of each calendar year and will be as follows:

- a.) May 21, 2022
- b.) May 20, 2023
- c.) May 18, 2024
- d.) May 31, 2025

Section 25. If an employee terminates employment for any reason, including retirement, all accrued, unused PTO and transitional bank time (inclusive of shift differential) shall be paid out in cash in the second pay period following termination. If the PTO bank is negative at the time of termination an amount equal to the employee's hourly pay rate at the time of termination, times the hours necessary to bring the bank back to zero will be withheld from the employee's last paycheck.

Section 26. Annually, at the close of the PTO plan year, the Employer will provide a listing of the ending PTO and ESB balances for each employee. Eligible employees will be offered several options for utilization of accrued PTO. There will be an automatic carryover of up to forty-eight (48) hours for full-time employees and thirty-six (36) hours for part-time employees. Effective upon ratification of this agreement, employees will have the option to carryover an additional twenty-four (24) hours for full-time employees and twelve (12) hours for part-time employees.

Carryover hours must be used by the end of thirteen (13) pay periods. Any request for PTO hours, made by an employee with a carryover balance, will be automatically deducted from the carryover balance until that balance has been depleted. If an employee makes a good faith effort to use carryover time, but his/her requests are denied, the remaining hours will be bought out in cash and payment made by the last pay period in July. Otherwise unused carryover hours as of the end of pay period thirteen (13) will be transferred to the employee's ESB.

Section 27. Year-end PTO balances in excess of the required carryover amounts defined in Section 26 above, will be automatically bought out in cash based on the rate of pay in effect at the time (inclusive of shift differential) the payment is made in a separate paycheck and paid out in the last full pay period in February of each year. In the event the employee prefers not to take a cash buyout for the excess hours, the employee may elect one of the following options provided they notify the Employer on or before the last day of the payroll year, i.e., December 17, 2022, December 16, 2023, December 14, 2024 and December 17, 2025.

- a.) The employee may direct up to the legally permitted limit, of the cash value of his/her remaining unused PTO hours, to the employee's existing Kaleida Health Savings Investment 403 (b) Plan. Contribution will be for the year in which the funds are directed to the account and will be made within the first quarter of the calendar year. The remaining balance will be bought out in cash at the rate of pay in effect at the time the payment is made which will be no later than the last full pay period in February of each year.
- b.) Employees may elect to contribute, up to the legally permitted limit, fifty (50%) percent of the cash value of his/her remaining unused PTO hours, to the

employee's existing Kaleida Health's Saving's Investment 403 (b) Plan. Contribution will be for the year in which the funds are directed to the account and payment will occur within the first quarter of the calendar year. The remaining balance will be bought out in cash at the rate of pay in effect at the time the payment is made no later than the last full pay period in February of each year.

- c.) Employees may elect to have all unused hours transferred into their ESB.

Section 28. Any employee with transition PTO time shall continue with a transition bank. Unused time will remain in the transition bank at the hourly rate effective the first full pay period in June, 2006, for the employee to use at any time during his/her employment with Kaleida (actual time off from work is subject to the approval of the employee's supervisor).

Section 29. On an annual basis, the employee will have the opportunity to exercise the following options with respect to time in the transition bank. The employee must notify the Employer of his/her selection on or before December 31 of each year.

- a.) The employee may buy out up to twenty-five percent (25%) of the hours in his/her transition bank. The buyout will be based on the rate of pay in effect at the time the payment is made or the rate as of June, 2006 and automatically included in the employee's paycheck in the last full pay period in May of each year.

OR

- b.) The employee may direct up to the legally permitted limit but not to exceed twenty-five percent (25%) of the cash value the transition bank to the employee's existing Kaleida Health's sponsored Tax Sheltered Annuity Account. Contributions will be for the year in which the funds are directed to the account.

When the employee terminates employment with Kaleida, for any reason, all hours remaining in the transition bank will be paid out in cash.

Section 30. Employees as of July 1st and October 1st of the year, who have more than thirty-seven and one half (37.5) hours of unused PTO, may elect to have such additional PTO hours in excess of thirty-seven and one half (37.5) bought out under the following conditions:

- a.) The employee must make such election no later than the last day of the first full pay period in July or the full first pay period in October.
- b.) Any unused PL days for the PTO plan year will be the first bought out.
Example: Any hours of PTO buyout up to your length of shift equals one (1) full PL day forfeited.
- c.) Payment will be at the employee's regular rate (inclusive of shift differential) and shall not count as time worked for overtime purposes.
- d.) This section shall not apply to school health employees.

Article 27
Paid Time Off Scheduling

CWA BGMC/RN

Section 1. The calendar year shall be divided into three (3) periods. Period 1 will be by November 1 of the preceding year for all time requests for January 2 through June 14.

- a.) Period 2 will be by March 1 for June 15 through September 15 and December 20 through January 1: a maximum of seventy-five (75) hours can be requested for all full-time employees and for part-time employees a maximum equivalent to their category of employment, (i.e., .6 PT = 45 hours in Period 2); and
- b.) Period 3 will be by July 1 for the remainder of the year.

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

Requests submitted after these dates will be considered in the order in which they are received. Any open pre-scheduled time that remains after the above cut off dates will be filled on a first come, first serve basis. If two (2) or more requests are submitted in the same day it will be decided by seniority. Such PTO requests will not be held to the maximum limits in prime time.

Section 2. A minimum of one (1) week PTO (equivalent to an employee's FTE) will be scheduled in the period of time from the first full pay period in the PTO benefit year, through the end of the thirteenth (13th) full pay period of the PTO benefit year with the following conditions.

- a.) Any employee that takes carryover time during this time frame will have been deemed to have satisfied this requirement.
- b.) Employees will not be required to go into negative PTO for the purpose of meeting this requirement.
- c.) Days taken as individual PTO days will count towards meeting this requirement.

Section 3. Annually, by August 1st the Employer will take a snapshot of each job title and utilize this population snapshot to post by October 1st the number of PTO hours available per week, based on the current staff's annual PTO accrual, inclusive of any vacancies (PTO for vacancies will be calculated using the average accrual rate for that job title). The standardized formula (listed below) will be utilized for PTO calculation:

- a.) total of all employees annual accrual, by job title, shift and department = X;
- b.) subtract from X, the annual average PTU usage for the department from August 1 of the prior year through July 31 of the current year = Y;
- c.) divide Y by 52 weeks = Z;

d.) $Z = \text{minimum number of pre-approved hours per week.}$

Once all the hours are allocated, if there are remaining pre-approved hours greater than or equal to half a shift of the most senior individual with an outstanding request for pre-scheduled PTO, that individual will be granted one shift of approved PTO.

The parties agree that the number of pre-approved hours generated by the formula above shall be presented at the September Site Staffing Committee meetings.

In all cases, a minimum of 37.5 hours per week will be approved. Once PTO is approved, the approval list will include name of employee, the number of approved hours, all open available hours per week and names of all employees denied PTO and the original hours requested. If positions are added or deleted from a unit/department /cost center, that change the available PTO hours, the change will be reflected in the next pre-approval period.

Section 4. The employee shall submit their requests in duplicate on PTO request form #21 or by utilizing the KRONOS APP and include all days off. Employees shall be notified of approval or denial within thirty (30) calendar days from the date requests are due. Unless there are extenuating circumstances that adversely affect the Employer's ability to provide notification, failure to do so within thirty (30) days will result in the Employee's PTO request to be considered approved by default.

Section 5. Routine time requests for individual PTO days will not be held to the maximum limits in prime time. Requests for individual PTO days submitted after the above dates will be submitted with the time requests in the time block in which they are being requested. In case of conflict, approval of these time requests will be evenly distributed, and will not be arbitrarily denied.

Section 6. Employees may use PTO in increments of fifteen (15) minutes or more, on a day to day basis, with the approval of the manager/supervisor. Employees may not utilize this minimum PTO to mask an attendance or tardiness problem.

Section 7. PTO schedules for employees from other bargaining units, may not interfere with employees of this bargaining unit. Vacation schedules for management employees may not interfere with the scheduling of bargaining unit personnel. The exception will be Advance Practice Practitioners. Where NPs and PAs work in the same unit, PTO will be approved jointly.

Section 8. Should an employee desire to change approved PTO, the employee must submit the change by the date that time requests are to be submitted for the next schedule.

Section 9. If an employee is requested to work during a week in which he/she has an approved PTO, it will be the employee's option to rescind or keep the PTO time.

Section 10. Approved PTO may not be changed when personnel must transfer, without the consent of the employee, in instance of layoff, unit closure or transfers because of an administrative decision. In each of the above instances, approved PTO requests will be honored.

When a transfer to another unit/cost center or change in status occurs, at the employee's request, approved PTO requests must be resubmitted. However, every attempt will be made to accommodate the employee's previously approved PTO schedule.

Section 11. Previously approved PTO will be redistributed as outlined below:

- a.) When PTO becomes available due to employee give back, it will be redistributed per letter c. below.
- b.) In the event PTO hours are to be redistributed due to New York State Disability*, Workers' Compensation*, Leave of Absence*, and/or vacated positions, redistribution will be per letter c. below. In these circumstances, the decision of management to redistribute those PTO hours will not be arbitrary.
- c.) Each unit will follow a process to ensure that employees previously denied PTO hours will have first choice to be granted those available PTO hours.

After the above process has been completed, if there are remaining PTO hours available, they will be granted on a first come first serve basis.

* For those employees out on New York State Disability, Workers' Compensation or Leave of Absence, the time will become available for redistribution as soon as it is reasonably known that the employee will not be returning prior to when the PTO is scheduled.

Section 12. When the department is closed for any of the six (6) major holidays, or minimally staffed, those employees given the holiday off will not have their PTO hours count towards any of the maximum PTO allotments for those periods.

CWA BGMC/PROF

Section 1. The calendar year shall be divided into three (3) periods.

- a.) Period 1 will be by November 1 of the preceding year for all time requests for January 2 through June 14;
- b.) Period 2 will be by March 1 for June 15 through September 15 and December 20 through January 1: a maximum of seventy-five (75) hours can be requested for all full-time employees and for part-time employees a maximum equivalent to their category of employment, (i.e., .6 PT = 45 hours in Period 2); and
- c.) Period 3 will be by July 1 for the remainder of the year.

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

Requests submitted after these dates will be considered in the order in which they are received. Any open pre-scheduled time that remains after the above cut off dates will be filled on a first

come, first serve basis. If two (2) or more requests are submitted in the same day it will be decided by seniority. Such PTO requests will not be held to the maximum limits in prime time.

Employees will be notified of approval or denial within thirty (30) calendar days from the date requests are due. Unless there are extenuating circumstances that adversely affect the Employer's ability to provide verification, failure to do so within thirty (30) days will result in the employee's PTO request to be considered approved by default.

Section 2. A minimum of one (1) week PTO (equivalent to an employee's FTE) will be scheduled in the period of time from the first full pay period in the PTO benefit year, through the end of the thirteenth (13th) full pay period of the PTO benefit year with the following conditions.

- a.) Any employee that takes carryover time during this time frame will have been deemed to have satisfied this requirement.
- b.) Employees will not be required to go into negative PTO for the purpose of meeting this requirement.
- c.) Days taken as individual PTO days will count towards meeting this requirement.

Section 3. When the department is closed for the six (6) major holidays, or minimally staffed, those employees given the holiday off will not have their PTO hours count towards any of the maximum PTO allotments for those periods.

Section 4. For PTO requested during the period of time between June 15 – September 15 and December 20 – January 1, every employee will first be offered one (1) week of prime time PTO in seniority order. Once every employee has been offered one (1) week of prime time PTO open weeks will be offered to employees in seniority order. It is understood by the parties that days off may be scheduled at the beginning and/or end of a PTO period.

Section 5. Annually, on August 1st the Employer will take a snapshot of each job title and utilize this population snapshot to post by October 1st the number of PTO hours available per week, based on the current staff's annual PTO accrual, inclusive of any vacancies (PTO for vacancies will be calculated using the average accrual rate for that job title). The standardized formula (listed below) will be utilized for PTO calculation:

- a.) total of all employees annual accrual, by job title, shift and department = X;
- b.) subtract from X, the annual average PTU usage for the department from August 1 of the prior year through July 31 of the current year = Y;
- c.) divide X by 52 weeks = Z;
- d.) Z = minimum number of pre-approved hours per week.

Once all the hours are allocated, if there are remaining pre-approved hours greater than or equal to half a shift of the most senior individual with an outstanding request for pre-scheduled PTO, that individual will be granted one shift of approved PTO.

The parties agree that the number of pre-approved hours generated by the formula above shall be presented at the September Site Staffing Committee meetings.

In all cases, a minimum of 37.5 hours per week will be approved. Once PTO is approved, the approval list will include name of employee, the number of approved hours, all open available hours per week and names of all employees denied PTO and the original hours requested. If positions are added or deleted from a unit/department /cost center, that change the available PTO hours, the change will be reflected in the next pre-approval period.

Section 6. Routine time requests for individual PTO days will not be held to the maximum limits in prime time. Routine time requests submitted after the above dates will be submitted with the time requests in the time block in which they are being requested. In case of conflict, approval of these time requests will be evenly distributed, and will not be arbitrarily denied.

Section 7. PTO schedules for employees from other bargaining units, may not interfere with employees of this bargaining unit. PTO schedules for management employees may not interfere with the scheduling of bargaining unit personnel. The exception will be Advance Practice Practitioners. Where NPs and PAs work in the same unit, PTO will be approved jointly.

Section 8. Should an employee desire to change approved PTO, the employee must submit the change at least thirty (30) days prior to the first day of the month in which the PTO is requested.

Section 9. Approved PTO will not be changed when personnel must transfer, without the consent of the employee, in instance of layoff, unit closure or transfers because of an 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 requests must be resubmitted. However, every attempt will be made to accommodate the employee's previously approved PTO schedule.

Section 10. Employees may use PTO in increments of fifteen minutes or more, on a day to day basis, with the approval of the manager/supervisor. Employees may not utilize this minimum PTO to mask an attendance or tardiness problem.

Section 11. Previously approved PTO will be redistributed as outlined below:

- a.) When PTO becomes available due to employee give back, it will be redistributed per letter c. below.
- b.) In the event PTO hours are to be redistributed due to New York State Disability*, Workers' Compensation*, Leave of Absence*, and/or vacated positions,

redistribution will be per letter c. below. In these circumstances, the decision of management to redistribute those PTO hours will not be arbitrary.

- c.) Each unit will follow a process to ensure that employees previously denied PTO hours will have first choice to be granted those available PTO hours.

After the above process has been completed, if there are remaining PTO hours available, they will be granted on a first come first serve basis.

* For those employees out on New York State Disability, Workers' Compensation or leave of absence, the time will become available for redistribution as soon as it is reasonably known that the employee will not be returning prior to when the PTO is scheduled.

CWA BGMC/TCC

Section 1. The calendar year shall be divided into three (3) periods.

- a.) Period 1 will be by November 1 of the preceding year for all time requests for January 2 through June 14.
- b.) Period 2 will be by March 1 for June 15 through September 15 and December 20 through January 1: a maximum of seventy-five (75) hours can be requested for all full-time employees and for part-time employees a maximum equivalent to their category of employment, (i.e., .6 PT = 45 hours in Period 2); and
- c.) Period 3 will be by July 1 for the remainder of the year.

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

Requests submitted after these dates will be considered in the order in which they are received. Any open pre-scheduled time that remains after the above cut off dates will be filled on a first come, first serve basis. If two (2) or more requests are submitted in the same day it will be decided by seniority. Such PTO requests will not be held to the maximum limits in prime time.

Section 2. A minimum of one (1) week PTO (equivalent to an employee's FTE) will be scheduled in the period of time from the first full pay period in the PTO benefit year, through the end of the thirteenth (13th) full pay period of the PTO benefit year with the following conditions:

- a.) Any employee that takes carryover time during this time frame will have been deemed to have satisfied this requirement.
- b.) Employees will not be required to go into negative PTO for the purpose of meeting this requirement.
- c.) Days taken as individual PTO days will count towards meeting this requirement.

Section 3. Annually, on August 1st the Employer will take a snapshot of each job title and utilize this population snapshot to post by October 1st the Employer will post the number of PTO hours available per week, based on the current staff's annual PTO accrual, inclusive of any vacancies (PTO for vacancies will be calculated using the average accrual rate for that job title).

The standardized formula (listed below) will be utilized for PTO calculation:

- a.) total of all employees annual accrual, by job title, shift and department = X;
- b.) subtract from X, the annual average PTU usage for the department from August 1 of the prior year through July 31 of the current year = Y;
- c.) divide Y by 52 weeks = Z;
- d.) Z = minimum number of pre-approved hours per week.

Once all the hours are allocated, if there are remaining pre-approved hours greater than or equal to half a shift of the most senior individual with an outstanding request for pre-scheduled PTO, that individual will be granted one shift of approved PTO.

The parties agree that the number of pre-approved hours generated by the formula above shall be presented at the September Site Staffing committee meetings.

In all cases, a minimum of 37.5 hours per week will be approved. Once PTO is approved, the approval list will include name of employee, the number of approved hours, all open available hours per week and names of all employees denied PTO and the original hours requested. If positions are added or deleted from a unit/department /cost center, that change the available PTO hours, the change will be reflected in the next pre-approval period.

Section 4. The employee shall submit their requests in duplicate on PTO request form #21 and include all days off. Employees shall be notified of approval or denial within thirty (30) calendar days from the date requests are due. Unless there are extenuating circumstances that adversely affect the Employer's ability to provide notification, failure to do so within thirty (30) days will result in the Employee's PTO request to be considered approved by default.

Section 5. Routine time requests for individual PTO days will not be held to the maximum limits in prime time. Requests for individual PTO days submitted after the above dates will be submitted with the time requests in the time block in which they are being requested. In case of conflict, approval of these time requests will be evenly distributed, and will not be arbitrarily denied.

Section 6. Employees may use PTO in increments of fifteen (15) minutes or more, on a day to day basis, with the approval of the manager/supervisor. Employees may not utilize this minimum PTO to mask an attendance or tardiness problem.

Section 7. PTO scheduled for employees from other bargaining units, may not interfere with employees of this bargaining unit. Vacation schedules for management employees may not interfere with the scheduling of bargaining unit personnel.

Section 8. Should an employee desire to change approved PTO, the employee must submit the change by the date that time request are to be submitted for the next schedule.

Section 9. If an employee is requested to work during a week in which he/she has an approved PTO, it will be the employee's option to rescind or keep the PTO time.

Section 10. Approved PTO may not be changed when personnel must transfer, without the consent of the employee, in instance of layoff, unit closure or transfers because of an administrative decision. In each of the above instances, approved PTO requests will be honored. When a transfer to another unit/cost center or change in status occurs, at the employee's request, approved PTO requests must be resubmitted. However, every attempt will be made to accommodate the employee's previously approved PTO schedule.

Section 11. Previously approved PTO will be distributed as outlined below:

- a.) When PTO becomes available due to employee give back, it will be redistributed per letter c. below.
- b.) In the event PTO hours are to be redistributed due to New York State Disability*, Workers' Compensation*, Leave of Absence*, and/or vacated positions, redistribution will be per letter c. below. In these circumstances, the decision of management to redistribute those PTO hours will not be arbitrary.
- c.) Each unit will follow a process to ensure that employees previously denied PTO hours will have first choice to be granted those available PTO hours.

After the above process has been completed, if there are remaining PTO hours available, they will be granted on a first come first serve basis.

* For those employees out on New York State Disability, Workers' Compensation or leave of absence, the time will become available for redistribution as soon as it is reasonably known that the employee will not be returning prior to when the PTO is scheduled.

Section 12. When the department is closed for any of the six (6) major holidays, or minimally staffed, those employees given the holiday off will not have their PTO hours count towards any of the maximum PTO allotments for those periods.

CWA DMP/RN

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.

Section 2. A minimum of one (1) week PTO (equivalent to an employee's FTE) will be scheduled in the period of time from the first full pay period in the PTO benefit year, through the end of the thirteenth (13th) full pay period of the PTO benefit year with the following conditions.

- a.) Any employee that takes carryover time during this time frame will have been deemed to have satisfied this requirement.
- b.) Employees will not be required to go into negative PTO for the purpose of meeting this requirement.
- c.) Days taken as individual PTO days will count towards meeting this requirement.

Section 3. Annually, on August 1st the Employer will take a snapshot of each job title and utilize this population snapshot to post by October 1st the Employer will post the number of PTO hours available per week, based on the current staff's annual PTO accrual, inclusive of any vacancies (PTO for vacancies will be calculated using the average accrual rate for that job title). The standardized formula (listed below) will be utilized for PTO calculation:

- a.) total of all employees annual accrual, by job title, shift and department = X;
- b.) subtract from X, the annual average PTU usage for the department from August 1 of the prior year through July 31 of the current year = Y;
- c.) divide X by 52 weeks = Z;
- d.) Z = minimum number of pre-approved hours per week.

Once all the hours are allocated, if there are remaining pre-approved hours greater than or equal to half a shift of the most senior individual with an outstanding request for pre-scheduled PTO, that individual will be granted one shift of approved PTO.

The parties agree that the number of pre-approved hours generated by the formula above shall be presented at the September Site Staffing Committee meetings.

In all cases, a minimum of 37.5 hours per week will be approved. Once PTO is approved, the approval list will include name of employee, the number of approved hours, all open available hours per week and names of all employees denied PTO and the original hours requested. If

positions are added or deleted from a unit/department /cost center, that change the available PTO hours, the change will be reflected in the next pre-approval period.

Section 4. All time requests shall be scheduled subject to the staffing requirements of each department/unit.

Section 5. 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. Unless there are extenuating circumstances that adversely affect the Employer's ability to provide notification, failure to do so within two (2) weeks will result in the Employee's PTO request being considered approved by default.

Section 6. 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 7. 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 8. 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 9. 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 10. Previously approved PTO will be redistributed as outlined below:

- a.) When PTO becomes available due to employee give back, it will be redistributed per letter c.) below.
- b.) In the event PTO hours are to be redistributed due to New York State Disability*, Workers' Compensation*, Leave of Absence*, and/or vacated positions, redistribution will be per letter c.) below. In these circumstances, the decision of management to redistribute those PTO hours will not be arbitrary.
- c.) Each unit will follow a process to ensure that employees previously denied PTO hours will have first choice to be granted those available PTO hours.

After the above process has been completed, if there are remaining PTO hours available, they will be granted on a first come first serve basis.

* For those employees out on New York State Disability, Workers' Compensation or Leave of Absence, the time will become available for redistribution as soon as it is reasonably known that the employee will not be returning prior to when the PTO is scheduled.

Section 11. Employees may use PTO in increments of fifteen (15) minutes or more, on a day to day basis, with the approval of the manager/supervisor. Employees may not utilize this minimum PTO to make an attendance or tardiness problem.

Section 12. Time requests for individual PTO days scheduled off must be reduced to writing on the prescribed form or by utilizing the KRONOS APP and submitted to the responsible supervisor/department manager with the time requests in the time block in which they are being requested. Time requests for individual PTO days will not be held to the minimum limits and will be considered and granted contingent upon the Employer's ability to staff for the requested day. In case of conflict, approval of these time requests will be evenly distributed, and will not be arbitrarily denied.

Section 13. PTO schedules for employees from other bargaining units may not interfere with employees of this bargaining unit. PTO schedules for management employees may not interfere with the scheduling of bargaining unit personnel. The exception will be Advance Practice Practitioners. Where NPs and PAs work in the same unit, PTO will be approved jointly.

Section 14. When the department is closed for any of the six (6) major holidays, or minimally staffed, those employees given the holiday off will not have their PTO hours count towards any of the maximum PTO allotments for those periods.

CWA DMP/PROF

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.

Section 2. A minimum of one (1) week PTO (equivalent to an employee's FTE) will be scheduled in the period of time from the first full pay period in the PTO benefit year, through the end of the thirteenth (13th) full pay period of the PTO benefit year with the following conditions.

- a.) Any employee that takes carryover time during this time frame will have been deemed to have satisfied this requirement.
- b.) Employees will not be required to go into negative PTO for the purpose of meeting this requirement.
- c.) Days taken as individual PTO days will count towards meeting this requirement.

Section 3. Annually, on August 1st the Employer will take a snapshot of each job title and utilize this population snapshot to post by October 1st the number of PTO hours available per week, based on the current staff's annual PTO accrual, inclusive of any vacancies (PTO for vacancies will be calculated using the average accrual rate for that job title). The standardized formula (listed below) will be utilized for PTO calculation:

- a.) total of all employees annual accrual, by job title, shift and department = X;
- b.) subtract from X, the annual average PTU usage for the department from August 1 of the prior year through July 31 of the current year = Y;
- c.) divide X by 52 weeks = Z;
- d.) Z = minimum number of pre-approved hours per week.

Once all the hours are allocated, if there are remaining pre-approved hours greater than or equal to half a shift of the most senior individual with an outstanding request for pre-scheduled PTO, that individual will be granted one shift of approved PTO.

The parties agree that the number of pre-approved hours generated by the formula above shall be presented at the September Site Staffing Committee meetings.

In all cases, a minimum of 37.5 hours per week will be approved. Once PTO is approved, the approval list will include name of employee, the number of approved hours, all open available hours per week and names of all employees denied PTO and the original hours requested. If positions are added or deleted from a unit/department /cost center, that change the available PTO hours, the change will be reflected in the next pre-approval period.

Section 4. All time requests shall be scheduled subject to the staffing requirements of each department/unit.

Section 5. 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 6. 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 7. 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 8. 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 9. 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 10. Previously approved PTO will be redistributed as outlined below:

- a.) When PTO becomes available due to employee give back, it will be redistributed per letter c.) below.
- b.) In the event PTO hours are to be redistributed due to New York State Disability*, Workers' Compensation*, Leave of Absence*, and/or vacated positions, redistribution will be per letter c.) below. In these circumstances, the decision of management to redistribute those PTO hours will not be arbitrary.
- c.) Each unit will follow a process to ensure that employees previously denied PTO hours will have first choice to be granted those available PTO hours.

After the above process has been completed, if there are remaining PTO hours available, they will be granted on a first come first serve basis.

* For those employees out on New York State Disability, Workers' Compensation or Leave of Absence, the time will become available for redistribution as soon as it is reasonably known that the employee will not be returning prior to when the PTO is scheduled.

Section 11. Employees may use PTO in increments of fifteen (15) minutes or more, on a day to day basis, with the approval of the manager/supervisor. Employees may not utilize this minimum PTO to mask and attendance or tardiness problem.

Section 12. 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 13. 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 time block in which they are being requested. In case of conflict, approval of these time requests will be evenly distributed.

Section 14. 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 scheduled holiday shall be considered the holiday commitment.

Section 15. PTO schedules for employees from other bargaining units, may not interfere with employees of this bargaining unit. PTO schedules for management employees may not interfere with the scheduling of bargaining unit personnel. The exception will be Advance Practice Practitioners. Where NPs and PAs work in the same unit, PTO will be approved jointly.

Section 16. When the department is closed for any of the six (6) major holidays, or minimally staffed, those employees given the holiday off will not have their PTO hours count towards any of the maximum PTO allotments for those periods.

CWA DMP/TCCS

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 based on availability of weeks left to schedule after all request 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

Section 2. A minimum of one (1) week PTO (equivalent to an employee's FTE) will be scheduled in the period of time from the first full pay period in the PTO benefit year, through the end of the thirteenth (13th) full pay period of the PTO benefit year with the following conditions.

- a.) Any employee that takes carryover time during this time frame will have been deemed to have satisfied this requirement.

- b.) Employees will not be required to go into negative PTO for the purpose of meeting this requirement.
- c.) Days taken as individual PTO days will count towards meeting this requirement.

Section 3. Annually, on August 1st the Employer will take a snapshot of each job title and utilize this population snapshot to post by October 1st the number of PTO hours available per week, based on the current staff's annual PTO accrual, inclusive of any vacancies (PTO for vacancies will be calculated using the average accrual rate for that job title). The standardized formula (listed below) will be utilized for PTO calculation:

- a.) total of all employees annual accrual, by job title, shift and department = X;
- b.) subtract from X, the annual average PTU usage for the department from August 1 of the prior year through July 31 of the current year = Y;
- c.) divide X by 52 weeks = Z;
- d.) Z = minimum number of pre-approved hours per week.

Once all the hours are allocated, if there are remaining pre-approved hours greater than or equal to half a shift of the most senior individual with an outstanding request for pre-scheduled PTO, that individual will be granted one shift of approved PTO.

The parties agree that the number of pre-approved hours generated by the formula above shall be presented at the September Site Staffing Committee meetings.

In all cases, a minimum of 37.5 hours per week will be approved. Once PTO is approved, the approval list will include name of employee, the number of approved hours, all open available hours per week and names of all employees denied PTO and the original hours requested. If positions are added or deleted from a unit/department /cost center, that change the available PTO hours, the change will be reflected in the next pre-approval period.

Section 4. All time requests shall be scheduled subject to the staffing requirements of each department/unit.

Section 5. 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. Unless there are extenuating circumstances that adversely affect the Employer's ability to provide notification, failure to do so within two (2) weeks will result in the Employee's PTO request being considered approved by default.

Section 6. For PTO requests during the period of time between 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 7. 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 8. 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 9. 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 an 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 10. Previously approved PTO will be redistributed as outlined below:

- a.) When PTO becomes available due to employee give back, it will be redistributed per letter c.) below.
- b.) In the event PTO hours are to be redistributed due to New York State Disability*, Workers' Compensation*, Leave of Absence*, and/or vacated positions, redistribution will be per letter c.) below. In these circumstances, the decision of management to redistribute those PTO hours will not be arbitrary.
- c.) Each unit will follow a process to ensure that employees previously denied PTO hours will have first choice to be granted those available PTO hours.

After the above process has been completed, if there are remaining PTO hours available, they will be granted on a first come first serve basis.

* For those employees out on New York State Disability, Workers' Compensation or Leave of Absence, the time will become available for redistribution as soon as it is reasonably known that the employee will not be returning prior to when the PTO is scheduled.

Section 11. Employees may use PTO in increments of fifteen (15) minutes or more, on a day to day basis, with the approval of the manager/supervisor. Employees may not utilize this minimum PTO to mask and attendance or tardiness problem.

Section 12. Time requests for individual PTO days scheduled off must be reduced to writing on the prescribed form or by utilizing the KRONOS APP and submitted to the responsible supervisor/department manager with the time requests in the time block in which they are being

requested. Time requests for individual PTO days will not be held to the minimum limits and will be considered and granted contingent upon the Employer's ability to staff for the requested day. In case of conflict, approval of these time requests will be evenly distributed and will not be arbitrarily denied.

Section 13. PTO schedules for employees from other bargaining units, may not interfere with employees of this bargaining unit. PTO schedules for management employees may not interfere with the scheduling of bargaining unit personnel.

Section 14. When the department is closed for any of the six (6) major holidays, or minimally staffed, those employees given the holiday off will not have their PTO hours count towards any of the maximum PTO allotments for those periods.

CWA MFSH/RN

Section 1. 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.

Section 2. A minimum of one (1) week PTO (equivalent to an employee's FTE) will be scheduled in the period of time from the first full pay period in the PTO benefit year, through the end of the thirteenth (13th) full pay period of the PTO benefit year with the following conditions.

- a.) Any employee that takes carryover time during this time frame will have been deemed to have satisfied this requirement.
- b.) Employees will not be required to go into negative PTO for the purpose of meeting this requirement.

- c.) Days taken as individual PTO days will count towards meeting this requirement.

Section 3. Annually, on August 1st the Employer will take a snapshot of each job title and utilize this population snapshot to post by October 1st the number of PTO hours available per week, based on the current staff's annual PTO accrual, inclusive of any vacancies (PTO for vacancies will be calculated using the average accrual rate for that job title). The standardized formula (listed below) will be utilized for PTO calculation:

- a.) total of all employees annual accrual, by job title, shift and department = X;
- b.) subtract from X, the annual average PTO usage for the department from August 1 of the prior year through July 31 of the current year = Y;
- c.) divide X by 52 weeks = Z;
- d.) Z = minimum number of pre-approved hours per week.

Once all the hours are allocated, if there are remaining pre-approved hours greater than or equal to half a shift of the most senior individual with an outstanding request for pre-scheduled PTO, that individual will be granted one shift of approved PTO.

The parties agree that the number of pre-approved hours generated by the formula above shall be presented at the September Site Staffing Committee meetings.

In all cases, a minimum of 37.5 hours per week will be approved. Once PTO is approved, the approval list will include name of employee, the number of approved hours, all open available hours per week and names of all employees denied PTO and the original hours requested. If positions are added or deleted from a unit/department /cost center, that change the available PTO hours, the change will be reflected in the next pre-approval period.

Section 4. When there is a conflict in PTO selection between two (2) or more employees, the highest seniority date will govern.

Section 5. 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 6. PTO schedules for employees from other bargaining units, may not interfere with employees of this bargaining unit. Vacation schedules for management/non-union employees will not interfere with the scheduling of bargaining unit personnel. The exception will be Advance Practice Practitioners. Where NPs and PAs work in the same unit, PTO will be approved jointly.

Section 7. 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 to those employees who were previously denied PTO. For the periods of June 15 through September 15 and December 20 through January 1, prime time vacation limits will apply.

- a.) In the event PTO hours are to be redistributed due to New York State Disability*, Workers' Compensation*, Leave of Absence*, and/or vacated positions, redistribution will be per letter b.) below. In these circumstances, the decision of management to redistribute those PTO hours will not be arbitrary.
- b.) Each unit will follow a process to ensure that employees previously denied PTO hours will have first choice to be granted those available PTO hours.

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

* For those employees out on New York State Disability, Workers' Compensation or Leave of Absence, the time will become available for redistribution as soon as it is reasonably known that the employee will not be returning prior to when the PTO is scheduled.

Section 8. 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 9. Employees may use PTO in increments of fifteen (15) minutes or more, on a day to day basis, with the approval of the manager/supervisor. Employees may not utilize this minimum PTO to mask an attendance or tardiness problem.

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.

Section 11. When the department is closed for any of the six (6) major holidays, or minimally staffed, those employees given the holiday off will not have their PTO hours count towards any of the maximum PTO allotments for those periods.

CWA MFSH/PROF

Section 1. When the department is closed for the six (6) major holidays, or minimally staffed, those employees given the holiday off shall not have these PTO hours count towards the maximum PTO allotments allowed for prime times which include those periods.

Section 2. 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 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.

Employees shall be notified of approval or denial within thirty (30) calendar days from the date requests are due. Requests submitted after these dates will be considered in the order in which they are received. When there is a conflict in PTO selection between two (2) or more employees, the highest seniority date shall govern. Any remaining open pre-scheduled time that remains after the above cut off dates will be offered on a first come, first serve basis. If two (2) or more requests are submitted in the same day it will be decided by seniority.

Section 3. A minimum of one (1) week PTO (equivalent to an employee's FTE) will be scheduled in the period of time from the first full pay period in the PTO benefit year, through the end of the thirteenth (13th) full pay period of the PTO benefit year with the following conditions.

- a.) Any employee that takes carryover time during this time frame will have been deemed to have satisfied this requirement.
- b.) Employees will not be required to go into negative PTO for the purpose of meeting this requirement.
- c.) Days taken as individual PTO days will count towards meeting this requirement.

Section 4. Annually, on August 1st the Employer will take a snapshot of each job title and utilize this population snapshot to post by October 1st the number of PTO hours available per week, based on the current staff's annual PTO accrual, inclusive of any vacancies (PTO for vacancies will be calculated using the average accrual rate for that job title). The standardized formula (listed below) will be utilized for PTO calculation:

- a.) total of all employees annual accrual, by job title, shift and department = X;
- b.) subtract from X, the annual average PTU usage for the department from August 1 of the prior year through July 31 of the current year = Y;
- c.) divide X by 52 weeks = Z;
- d.) Z = minimum number of pre-approved hours per week.

Once all the hours are allocated, if there are remaining pre-approved hours greater than or equal to half a shift of the most senior individual with an outstanding request for pre-scheduled PTO, that individual will be granted one shift of approved PTO.

The parties agree that the number of pre-approved hours generated by the formula above shall be presented at the September Site Staffing Committee meetings.

In all cases, a minimum of 37.5 hours per week will be approved. Once PTO is approved, the approval list will include name of employee, the number of approved hours, all open available hours per week and names of all employees denied PTO and the original hours requested. If positions are added or deleted from a unit/department /cost center, that change the available PTO hours, the change will be reflected in the next pre-approval period.

Section 5. For PTO requested during the period of time between the full calendar week which includes June 15 and September 15, a maximum of five (5) consecutive PTO days or thirty-seven and one-half (37½) hours will be taken. Once every employee has been offered one (1) week of prime time vacation, a second week of prime time will be offered by seniority. Finally open weeks will be offered to employees in seniority order. It is understood by the parties that days off may be scheduled at the beginning and/or end of a vacation period. For PTO requested during the time period between December 20 and January 1, a maximum of five (5) consecutive PTO days or thirty-seven and one-half (37½) hours will be taken for full-time employees.

Section 6. 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 manager/supervisor for a period of two (2) weeks. Approval will be governed by seniority to those employees who were previously denied PTO. 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 7. Time requests for individual PTO days will not count against the maximum limits set forth for prime time. Routine time requests submitted after the above dates will be submitted with the time requests in the time block in which they are being requested and should not be unreasonably denied.

Section 8. PTO schedules for employees from other bargaining units, may not interfere with employees of this bargaining unit. PTO schedules for management/non-union employees will not interfere with the scheduling of bargaining unit personnel. The exception will be Advance Practice Practitioners. Where NPs and PAs work in the same unit, PTO will be approved jointly.

Section 9. Approved PTO may not be changed without the consent of the employee when personnel must transfer because of layoff, unit closing or transfers due to an 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 requests must be resubmitted. However, every attempt will be made to accommodate the employee's previously approved PTO schedule.

Section 10. Employees may use PTO in increments of fifteen (15) minutes or more, on a day to day basis, with the approval of the manager/supervisor. Employees may not utilize this minimum PTO to mask an attendance or tardiness problem.

Section 11. Full weeks of PTO take priority over single days of PTO provided requests are submitted on time. Single PTO days will be equally distributed.

Section 12. When the department is closed for any of the six (6) major holidays, or minimally staffed, those employees given the holiday off will not have their PTO hours count towards any of the maximum PTO allotments for those periods.

CWA MFSH/TCC

Section 1. Requests for PTO of one (1) or more consecutive weeks will be requested on the approved 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.

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.

Section 2. A minimum of one (1) week PTO (equivalent to an employee's FTE) will be scheduled in the period of time from the first full pay period in the PTO benefit year, through the end of the thirteenth (13th) full pay period of the PTO benefit year with the following conditions.

- a.) Any employee that takes carryover time during this time frame will have been deemed to have satisfied this requirement.
- b.) Employees will not be required to go into negative PTO for the purpose of meeting this requirement.
- c.) Days taken as individual PTO days will count towards meeting this requirement.

Section 3. Annually, on August 1st the Employer will take a snapshot of each job title and utilize this population snapshot to post by October 1st the number of PTO hours available per week, based on the current staff's annual PTO accrual, inclusive of any vacancies (PTO for vacancies will be calculated using the average accrual rate for that job title). The standardized formula (listed below) will be utilized for PTO calculation:

- a.) total of all employees annual accrual, by job title, shift and department = X;
- b.) subtract from X, the annual average PTO usage for the department from August 1 of the prior year through July 31 of the current year = Y;
- c.) divide X by 52 weeks = Z;
- d.) Z = minimum number of pre-approved hours per week.

Once all the hours are allocated, if there are remaining pre-approved hours greater than or equal to half a shift of the most senior individual with an outstanding request for pre-scheduled PTO, that individual will be granted one shift of approved PTO.

The parties agree that the number of pre-approved hours generated by the formula above shall be presented at the September Site Staffing Committee meetings.

In all cases, a minimum of 37.5 hours per week will be approved. Once PTO is approved, the approval list will include name of employee, the number of approved hours, all open available hours per week and names of all employees denied PTO and the original hours requested. If positions are added or deleted from a unit/department /cost center, that change the available PTO hours, the change will be reflected in the next pre-approval period.

Section 4. When there is a conflict in PTO selection between two (2) or more employees, the highest seniority date will govern. Requests will be approved if the employee is not notified within thirty (30) calendar days.

Section 5. For PTO requested during the time period between June 15 and September 15 and December 20 and January 1, a maximum of ten (10) consecutive PTO days or seventy-five (75) hours may 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. It is understood that individual PTO days will not be unreasonably denied.

Section 6. PTO schedules for employees from other bargaining units, may not interfere with employees of this bargaining unit. Vacation schedules for management/non-union employees will not interfere with the scheduling of bargaining unit personnel.

Section 7. 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 to those employees who were previously denied PTO. For the periods of

June 15 through September 15 and December 20 through January 1, prime time vacation limits will apply.

- a.) In the event PTO hours are to be redistributed due to New York State Disability*, Workers' Compensation*, Leave of Absence*, and/or vacated positions, redistribution will be per letter b.) below. In these circumstances, the decision of management to redistribute those PTO hours will not be arbitrary.
- b.) Each unit will follow a process to ensure that employees previously denied PTO hours will have first choice to be granted those available PTO hours.

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

* For those employees out on New York State Disability, Workers' Compensation or Leave of Absence, the time will become available for redistribution as soon as it is reasonably known that the employee will not be returning prior to when the PTO is scheduled.

Section 8. 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 9. Individual PTO days are to be submitted with routine time requests, are to be evenly distributed, and will not be unreasonably denied. Time requests for individual days will not count against the maximum limits set forth for primetime.

Section 10. Employees may use PTO in increments of fifteen (15) minutes or more, on a day to day basis, with the approval of the manager/supervisor. Employees may not utilize this minimum PTO to mask an attendance or tardiness problem.

Section 11. Full weeks of PTO take priority over single days of PTO provided requests are submitted on time.

Section 12. When the department is closed for any of the six (6) major holidays, or minimally staffed, those employees given the holiday off will not have their PTO hours count towards any of the maximum PTO allotments for those periods.

SEIU BGMC/SERVICE

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

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

Requests submitted after these dates will be considered in the order in which they are received. When there is a conflict in PTO selection between two (2) or more employees, the highest seniority date shall govern. Employees shall be notified of approval or denial within thirty (30) calendar days from the date requests are due. Failure to do so within thirty (30) days will result in the employee's PTO request to be considered approved by default.

Section 2. A minimum of one (1) week PTO (equivalent to an employee's FTE) will be scheduled in the period of time from the first full pay period in the PTO benefit year, through the end of the thirteenth (13th) full pay period of the PTO benefit year with the following conditions.

- a.) Any employee that takes carryover time during this time frame will have been deemed to have satisfied this requirement.
- b.) Employees will not be required to go into negative PTO for the purpose of meeting this requirement.
- c.) Days taken as individual PTO days will count towards meeting this requirement.

Section 3. No more than two (2) weeks of PTO may be scheduled by any employee during the prime time period of June 15 to September 15 and also commencing the last full week in December through January 1st. It is understood by the parties that days off may be scheduled at the beginning and/or the end of a vacation period. It is understood that individual PTO days will not be unreasonably denied.

Section 4. PTO schedules for employees from other bargaining units, may not interfere with employees of this bargaining unit. Vacation schedules for management and non-union employees may not interfere with the scheduling of bargaining unit personnel.

Section 5. Should an employee desire to change an approved vacation, the employee should submit the change at least thirty (30) days prior to the first day of the month in which the vacation is requested. The employee's request shall be accommodated if possible.

Section 6. Approved vacations may not be changed when personnel must transfer, without the consent of the employee; in instance of layoff, unit closings or transfers because of 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 7. Full weeks of PTO take priority over single days of PTO provided requests are submitted on time.

Section 8. Employees may use PTO in increments of fifteen (15) minutes or more, on a day to day basis, with the approval of the manager/supervisor. Employees may not utilize this minimum PTO to mask and attendance or tardiness problem.

SEIU MFH/SERVICE AND MAINTENANCE

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

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

Employees are encouraged to submit multiple requests, the request should be prioritized, and employees should designate the maximum number of weeks they are requesting off for each of the above time periods.

Requests submitted after these dates will be considered in the order in which they are received. When there is a conflict in PTO selection between two (2) or more employees, the highest seniority date shall govern. Employees shall be notified of approval or denial within thirty (30) calendar days from the date requests are due. Failure to do so within thirty (30) day will result in the employee's PTO request to be considered approved by default.

Section 2. A minimum of one (1) week PTO (equivalent to an employee's FTE) will be scheduled in the period of time from the first full pay period in the PTO benefit year, through the end of the thirteenth (13th) full pay period of the PTO benefit year with the following conditions.

- a.) Any employee that takes carryover time during this time frame will have been deemed to have satisfied this requirement.
- b.) Employees will not be required to go into negative PTO for the purpose of meeting this requirement.
- c.) Days taken as individual PTO days will count towards meeting this requirement.

Section 3. A maximum of two (2) weeks PTO based on the FTE of the Employee may be taken during the period beginning with the workweek in which June 1st falls and ending the workweek in which August 31st falls. A maximum of one (1) week of PTO based on the FTE of the employee may be taken during the last two (2) weeks in December through the first week in January. It is understood by the parties that days off may be scheduled at the beginning and/or the

end of a vacation period. It is understood that individual PTO days will not be unreasonably denied.

Section 4. PTO schedules for employees from other bargaining units, may not interfere with employees of this bargaining unit. Vacation schedules for management and non-Union employees may not interfere with the scheduling of bargaining unit personnel.

Section 5. Should an employee desire to change an approved vacation, the employee should submit the change at least four (4) weeks prior to the time block which included the vacation period. The employee's request shall be accommodated if possible. Resulting availability of PTO week(s) may be posted immediately by the manager/supervisor for a period of one (1) week. Approval will be governed by seniority.

Section 6. Approved vacations may not be changed when personnel must transfer, without the consent of the employee; in instance of layoff, unit closings or transfers because of 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 7. Full weeks of PTO take priority over single days of PTO provided requests are submitted on time.

Section 8. Employees may use PTO in increments of fifteen (15) minutes or more, on a day to day basis, with the approval of the manager/supervisor. Employees may not utilize this minimum PTO to mask and attendance or tardiness problem.

SEIU OCH RN/LPN

Section 1. PTO will be scheduled in compliance with employee preference subject to the needs of the department. PTO requests will not be unreasonably denied. PTO schedules for employees from other bargaining units, may not interfere with employees of this bargaining unit with the exception of Advanced Practice Practitioners (APP)s. Unit Management and non-union employees will not be included on the PTO schedule with the staff of the unit.

Section 2. When a transfer to another cost center or change in shift 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 3. Should an employee desire to change approved PTO, the employee must submit the change by the date that time requests are to be submitted for the next schedule.

Section 4. If an employee has a pre-approved vacation scheduled and is absent on approved DBL or Workers' Compensation at the time that the PTO week occurs, he/she may request to bid on an open week on the schedule. Such new request must be submitted prior to the posting of the time schedule for the requested period of PTO.

Section 5. Individual PTO days will be requested at the normal request time and if approved will take precedence over a regular day off. Employees may use PTO in increments of fifteen (15) minutes or more, on a day to day basis, with the approval of the manager/supervisor. Employees may not utilize this minimum PTO to mask and attendance or tardiness problem.

Section 6. An employee covered by this agreement may request to take one (1) PTO day on a weekend except during designated prime time. At least one such request will be granted per twenty four (24) hours except in the NICU where one requests will be granted per shift. All requests will be determined by seniority.

Section 7. PTO in segments of full weeks will be limited to two (2) weeks total time during prime time.

- a.) Prime time will be Memorial Day week through Labor Day Week for a Registered Nurse
- b.) Prime time for an LPN will be from July 1 - Labor Day

Section 8. A week of PTO is equal to the hours the employee is hired to work.

- a.) A schedule for full week units containing time slots available in the following calendar year will be posted in each unit by November 1. The time available will be evenly spaced throughout the year with sufficient openings to accommodate 70% of the PTO time in weekly increments in the unit. A minimum of one slot per week will be made available. An employee will be required to bid a minimum of 50% but no more than 70% of their time.

Calculating Employee's individual PTO

An individual's available PTO is calculated by the following formula:

Employee's annual hours x PTO hourly accrual rate = 100% of PTO accrual x 70% and x 50%.
To convert to weeks, the hours are then divided by the employee's hours per week.

Example:

1872 annual hours x .1731 = 324.04 hours
70% would be 226.83 hours ÷ 36 hours per week = 6.3 weeks
50% would be 162.02 hours ÷ 36 hours per week = 4.5 weeks

Calculating available slots

Based upon the PTO projection worksheet, by 70%, by shift, total the number of weeks in that column. Divide that total by 52 weeks. This will identify the number of full slots and weeks left over.

Example:

Total of 70% column for 1st shift = 140.58

$140.58 \div 52 \text{ weeks} = 2.70$ (Therefore you would have 2 slots for 52 weeks in year)

$140.58 - (52 \times 2 = 104) = 36.58$ weeks left over to be evenly spaced throughout the year (in this instance you would round up to 37 left over weeks).

* PTO for vacancies will be calculated using the average accrual rate for that job title.

- b.) By November 15, the manager will post the schedule of vacation selection appointments. Appointments are scheduled in descending seniority order. A slot refers to the number of shifts of PTO time available on the clinical unit, which is the equivalent of one FTE on that unit. A partial slot is an individual shift of vacation time within a slot. In any unit where LPN's currently select PTO separately, this practice will continue.

The Union will assign a delegate to be present throughout the PTO bidding process. This includes all nursing units/departments/clinics. No overtime will be incurred by the delegate as a result of their participation in the PTO bidding process.

- c.) Preference in selecting PTO time in each unit will be in accordance with seniority provided an employee designates his/her desired PTO requests at the date and time indicated.
- d.) *Round 1:* Each Employee will be able to pick 50% of their PTO allotment by descending seniority order. *Round 2:* An employee may choose to select an additional 20% but not more than 70% of their total PTO allotment by descending seniority throughout the year. *Round 3:* An employee who has not selected any vacation during prime time may, at a 3rd sign up period, select partial PTO slots that are available throughout the year but in no more than 2 weeks during prime time. A maximum of 2-week PTO/FTE equivalents may be converted to use as individual days in the third bidding process. Eligible employees will make selections in this 3rd sign up period in descending seniority order. Selections will not affect normal weekend requirements in those units with a regular weekend work rotation. The total number of slots or partial slots will not be increased or decreased by this process that will be completed by December 15th. Weekend employees may pre-schedule PTO during this third bidding process.
- e.) After December 15, an employee may exercise seniority only for unfilled time periods or periods that later become vacant on the PTO schedule which are a full week or more. Unfilled slots will remain posted on the unit. Requests for any remaining unfilled weeks or weeks that become available will be posted for seven days and then granted by seniority. Requests for individual days that remain will be granted by seniority.

- f.) The manager or designee will approve the employee's request for vacation time in writing at the time of selection.
- g.) At no time will any employee be able to schedule more than two (2) full weeks during Prime-time.

Section 9. Following Article 74 – Job Security, Article 55 – Merger, Consolidation, Transfer or Establishment of Work within Kaleida Health or Article 56 – Selling and Closure of Business by Kaleida Health, an evaluation of PTO slots will occur when the staffing change by shift is 2.5 FTE's or greater due to deletion or creation as presented. Notification of the recalculation of PTO slots will be included in the presentation. Slots for the remaining PTO calendar will be recalculated and adjusted up or down to insure the proper PTO slots are available for the remainder of the PTO year. Approved PTO will not be denied due to the recalculation.

Section 10. A minimum of one (1) week PTO (equivalent to an employee's FTE) will be scheduled in the period of time from the first full pay period in the PTO benefit year, through the end of the thirteenth (13th) full pay period of the PTO benefit year with the following conditions.

- a.) Any employee that takes carryover time during this time frame will have been deemed to have satisfied this requirement.
- b.) Employees will not be required to go into negative PTO for the purpose of meeting this requirement.
- c.) Days taken as individual PTO days will count towards meeting this requirement.

Section 11. Full weeks of PTO take priority over single days of PTO provided requests are submitted on time.

SEIU OCH PROFESSIONAL

Section 1. The Union and the Employer are aware that there are differences in how each department schedules time off. It is the intent of this Agreement that these practices shall continue for the life of this Agreement. However, if a majority of bargaining unit employees in a department vote to amend the existing practice, the Employer and the Union agree to address any resulting proposal to amend said practice through the Labor Management Committee process.

Section 2. Requests for PTO of one (1) or more consecutive weeks shall be requested on the appropriate form. When there is a conflict in PTO selection between two (2) or more employees, the highest seniority shall govern.

Section 3. Vacation schedules for management and non-union employees may not interfere with the scheduling of bargaining unit employees.

Section 4. PTO requests will not be unreasonably denied.

Section 5. Should an employee desire to change an approved vacation, the employee must submit the change at least thirty (30) days prior to the first day of the scheduled vacation.

Section 6. When a transfer to another cost center or change in status occurs, approved vacation requests must be resubmitted. However, every attempt will be made to accommodate the employee's previously approved vacation schedule.

Section 7. A minimum of one (1) week PTO (equivalent to an employee's FTE) will be scheduled in the period of time from the first full pay period in the PTO benefit year, through the end of the thirteenth (13th) full pay period of the PTO benefit year with the following conditions.

- a.) Any employee that takes carryover time during this time frame will have been deemed to have satisfied this requirement.
- b.) Employees will not be required to go into negative PTO for the purpose of meeting this requirement.
- c.) Days taken as individual PTO days will count towards meeting this requirement.

Section 8. Employees may use PTO in increments of fifteen (15) minutes or more, on a day to day basis, with the approval of the manager/supervisor. Employees may not utilize this minimum PTO to mask and attendance or tardiness problem.

Section 9. Full weeks of PTO take priority over single days of PTO provided requests are submitted on time.

Section 10. PTO schedules for employees from other bargaining units, may not interfere with employees of this bargaining unit with the exception of Advanced Practice Practitioners (APP)s. PTO schedules for management employees may not interfere with the scheduling of bargaining unit personnel.

SEIU NURSE PRACTITIONER

Section 1. The Union and the Employer are aware that there are differences in how each department schedules time off. It is the intent of this Agreement that these practices shall continue for the life of the Agreement. However, if a majority of bargaining unit employees in a department vote to amend the existing practice, the Employer and the Union agree to address any resulting proposal to amend said practice through the Labor Management Committee process.

Section 2. Requests for PTO of one (1) or more consecutive weeks shall be requested on the appropriate form. When there is a conflict in PTO selection between two (2) or more employees, the highest seniority shall govern. However, when there is a conflict in PTO selection in departments where there are only two (2) employees and where both have more than five (5) years or more of seniority, the less senior employee will receive first selection in alternate years.

Section 3. Vacation schedules for management and non-union employees may not interfere with the scheduling of bargaining unit employees.

Section 4. PTO requests will not be unreasonably denied.

Section 5. Should an employee desire to change an approved vacation, the employee must submit the change at least thirty (30) days prior to the first day of the scheduled vacation.

Section 6. When a transfer to another cost center or change in status occurs, approved vacation requests must be resubmitted. However, every attempt will be made to accommodate the employee's previously approved vacation schedule.

Section 7. A minimum of one (1) week PTO (equivalent to an employee's FTE) will be scheduled in the period of time from the first full pay period in the PTO benefit year, through the end of the thirteenth (13th) full pay period of the PTO benefit year with the following conditions.

- a.) Any employee that takes carryover time during this time frame will have been deemed to have satisfied this requirement.
- b.) Employees will not be required to go into negative PTO for the purpose of meeting this requirement.
- c.) Days taken as individual PTO days will count towards meeting this requirement.

Section 8. Full weeks of PTO take priority over single days of PTO provided requests are submitted on time.

Section 9. Under no circumstances may any PTO under this contract be used in increments of less than fifteen (15) minutes. Employees may not utilize this minimum PTO to mask an attendance or tardiness problem.

Section 10. PTO schedules for employees from other bargaining units, may not interfere with employees of this bargaining unit with the exception of Advanced Practice Practitioners (APP)s. Vacation schedules for management and non-union employees may not interfere with the scheduling of bargaining unit personnel.

SEIU OCH TECHNICAL

Prime time weeks are defined as:

- Memorial Day to Labor Day
- Week including Christmas Day and New Year's Day
- The week before Easter and the week after Easter

Section 1. Request for PTO days/weeks are selected within the Calendar year by employees in seniority order from the highest to lowest seniority. Employees will pick PTO equivalent to their employment status. Employees are allowed to pick two full weeks of PTO in the first selection process: except that employees may pick any amount of time during January 2 - March 31.

Section 2. After all employees pick their first two full weeks, then the remaining time (full weeks or single days) will be picked in the second round by order of seniority.

Section 3. Only two weeks may be picked during prime-time, unless after the first round pick, Prime-time weeks are still available.

Section 4. PTO requests must be submitted in writing for the first round by November 15th and the second round by January 15th. Managers will provide written approval as soon as practicable but no later than December 15th and February 15 respectively. After submission of written requests, the department manager or designee will speak with each employee in order of seniority. During the discussion the employee will be told if the PTO they requested has already been filled. If so, the employee will be informed of available PTO and employee may make an alternate choice of available PTO and get immediate approval.

Section 5. A minimum of one (1) week PTO (equivalent to an employee's FTE) will be scheduled in the period of time from the first full pay period in the PTO benefit year, through the end of the thirteenth (13th) full pay period of the PTO benefit year with the following conditions.

- a.) Any employee that takes carryover time during this time frame will have been deemed to have satisfied this requirement.
- b.) Employees will not be required to go into negative PTO for the purpose of meeting this requirement.
- c.) Days taken as individual PTO days will count towards meeting this requirement.

Section 6. Requests will be granted in seniority order except when an employee with certain competencies is required and no employee with less seniority is qualified.

Section 7. If an employee leaves (quits or on DBL, WC or on a Leave), resigns or is terminated or otherwise vacates her/his position the weeks of approved PTO that employee has chosen will be posted if staffing allows additional time off and a new selection process based on seniority and including these weeks must take place

Section 8. A PTO calendar will be posted for employees to view throughout the year and must be kept updated. After the second round of PTO selection, any incidental days/weeks of PTO will be granted on a first come first serve basis.

Section 9. Full weeks of PTO take priority over single days of PTO provided requests are submitted on time.

Section 10. An employee may bid on any open week or switch PTO days by mutual consent with another employee if he/she is out on DBL or Workers Compensation during the period of his/her previously approved PTO,

Section 11. In a situation where a department closes for a holiday, a part-time employee must request an additional day off if they choose to reduce their work week. Without this request, the manager will schedule such holiday as a regular day off for that week, provided it is not a required holiday for the employee to work.

Section 12. Requests for single PTO days will be approved or denied on the PTO approval form. Any employee who has been denied single PTO requests two or more times, will have the option to request a review by the site staffing committee.

Section 13. If an employee changes job titles or shifts every effort will be made to maintain the approved PTO.

Section 14. PTO schedules for employees from other bargaining units, may not interfere with employees of this bargaining unit. Time off for per diems, temporary employees, management, non-union and agency employees may not affect the approval of PTO for bargaining unit employees.

Section 15. Employees may use PTO in increments of fifteen (15) minutes or more, on a day to day basis, with the approval of the manager/supervisor. Employees may not utilize this minimum PTO to mask and attendance or tardiness problem.

SEIU BUSINESS OFFICE CLERICAL

Section 1. The Union and the Employer are aware that there are differences in how each department schedules time off; it is the intent of this Agreement that these practices shall continue for the life of this Agreement.

Section 2. Requests for PTO of one (1) or more consecutive weeks shall be requested on the appropriate form. When there is a conflict in PTO selection between two (2) or more employees, the highest seniority shall govern. Employees shall be notified of approval or denial within thirty (30) calendar days from the date requests are due. It is also understood that individual PTO days will not be unreasonably denied.

Section 3. PTO schedules for employees from other bargaining units, may not interfere with employees of this bargaining unit. Vacation schedules for management and non-union employees may not interfere with the scheduling of bargaining unit employees.

Section 4. Should an employee desire to change an approved vacation, the employee must submit the change at least thirty (30) days prior to the first day of the scheduled vacation.

Section 5. When a transfer to another cost center or change in status occurs, approved vacation requests must be resubmitted. However, every attempt will be made to accommodate the employee's previously approved vacation schedule.

Section 6. Full weeks of PTO take priority over single days of PTO provided requests are submitted on time.

Section 7. A minimum of one (1) week PTO (equivalent to an employee's FTE) will be scheduled in the period of time from the first full pay period in the PTO benefit year, through the end of the thirteenth (13th) full pay period of the PTO benefit year with the following conditions.

- a.) Any employee that takes carryover time during this time frame will have been deemed to have satisfied this requirement.
- b.) Employees will not be required to go into negative PTO for the purpose of meeting this requirement.
- c.) Days taken as individual PTO days will count towards meeting this requirement.

Section 8. Employees may use PTO in increments of fifteen (15) minutes or more, on a day to day basis, with the approval of the manager/supervisor. Employees may not utilize this minimum PTO to mask and attendance or tardiness problem.

SEIU OCH CLERICAL

Section 1. The Union and the Employer are aware that there are differences in how each department schedules time off; it is the intent of this Agreement that these practices shall continue for the life of this Agreement.

Section 2. Requests for PTO of one (1) or more consecutive weeks shall be requested on the appropriate form. When there is a conflict in PTO selection between two (2) or more employees, the highest seniority shall govern. Employees shall be notified of approval or denial within thirty (30) calendar days from the date requests are due. It is also understood that individual PTO days will not be unreasonably denied.

Section 3. PTO schedules for employees from other bargaining units, may not interfere with employees of this bargaining unit. Vacation schedules for management and non-union employees may not interfere with the scheduling of bargaining unit employees.

Section 4. Should an employee desire to change an approved vacation, the employee must submit the change at least thirty (30) days prior to the first day of the scheduled vacation.

Section 5. When a transfer to another cost center or change in status occurs, approved vacation requests must be resubmitted. However, every attempt will be made to accommodate the employee's previously approved vacation schedule.

Section 6. Full weeks of PTO take priority over single days of PTO provided requests are submitted on time.

Section 7. A minimum of one (1) week PTO (equivalent to an employee's FTE) will be scheduled in the period of time from the first full pay period in the PTO benefit year, through the end of the thirteenth (13th) full pay period of the PTO benefit year with the following conditions.

- a.) Any employee that takes carryover time during this time frame will have been deemed to have satisfied this requirement.
- b.) Employees will not be required to go into negative PTO for the purpose of meeting this requirement.
- c.) Days taken as individual PTO days will count towards meeting this requirement.

Section 8. Employees may use PTO in increments of fifteen (15) minutes or more, on a day to day basis, with the approval of the manager/supervisor. Employees may not utilize this minimum PTO to mask and attendance or tardiness problem.

SEIU OCH SERVICE AND MAINTENANCE

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

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

Requests submitted after these dates will be considered in the order in which they are received. When there is a conflict in PTO selection between two (2) or more employees, the highest seniority date shall govern. Employees shall be notified of approval or denial within thirty (30) calendar days from the date requests are due. Failure to do so within thirty (30) days will result in the employees PTO request to be considered approved by default.

Section 2. A minimum of one (1) week PTO (equivalent to an employee's FTE) will be scheduled in the period of time from the first full pay period in the PTO benefit year, through the end of the thirteenth (13th) full pay period of the PTO benefit year with the following conditions.

- a.) Any employee that takes carryover time during this time frame will have been deemed to have satisfied this requirement.
- b.) Employees will not be required to go into negative PTO for the purpose of meeting this requirement.

- c.) Days taken as individual PTO days will count towards meeting this requirement.

Section 3. PTO will be limited to two (2) weeks total time for any employee during the prime time from June 15th through Labor Day. It is understood by the parties that days off may be scheduled at the beginning and/or the end of a vacation period. It is understood that individual PTO days will not be unreasonably denied.

Section 4. PTO schedules for employees from other bargaining units, may not interfere with employees of this bargaining unit. Vacation schedules for management and non-union employees may not interfere with the scheduling of bargaining unit personnel.

Section 5. Should an employee desire to change an approved vacation, the employee should submit the change at least thirty (30) days prior to the first day of the month in which the vacation is requested. The employee's request shall be accommodated if possible.

Section 6. Approved vacations may not be changed when personnel must transfer, without the consent of the employee; in instance of layoff, unit closings or transfers because of 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 7. Full weeks of PTO take priority over single days of PTO provided requests are submitted on time.

Section 8. Employees may use PTO in increments of fifteen (15) minutes or more, on a day to day basis, with the approval of the manager/supervisor. Employees may not utilize this minimum PTO to mask an attendance or tardiness problem.

Article 28 Health and Welfare Plan

Section 1. The Employer will make available to full-time and part-time employees a health and welfare benefit plan called Kaleida Health Your Spectrum of Choices Benefit Plan that includes the following options:

- a.) Kaleida Health Medical and Prescription Drug Plan;
- b.) Kaleida Health Dental Plan;
- c.) Health Care Flexible Spending Account;
- d.) Dependent Care Flexible Spending Account;
- e.) Employee Life Insurance;

- f.) Dependent Life Insurance (Spouse/Child);
- g.) Accidental Death & Dismemberment Insurance;
- h.) Long Term Disability Insurance.

Section 2. Employee elections may be made when employees become eligible or during the annual open enrollment period. Elections may be changed only during open enrollment periods, or within thirty (30) days of a qualified family status change as defined by the Internal Revenue Service.

Section 3. Employee contributions to health plan premiums, dental plan premiums and the healthcare and dependent care flexible spending accounts will be deducted from employees' pay on a pre-tax basis. Employee contributions to supplemental life, dependent life, accidental death and dismemberment and long term disability insurance will be deducted from employees' pay on an after-tax basis.

Section 4. Flexible Spending Accounts:

Employees may contribute pre-tax dollars from their pay to a health care and/or dependent care flexible spending account, up to the maximum amount allowable by law. Plan participants will be reimbursed for eligible expenses as defined by law.

Section 5. Accidental Death & Dismemberment (AD&D):

Employees may elect AD&D coverage for themselves and eligible dependents. This coverage supplements any employer-provided AD&D coverage.

Section 6. Long Term Disability:

Employees may elect long term disability insurance for themselves. Plan descriptions are available in all Human Resource departments.

Section 7. The Employer will provide all employees who are eligible to participate in the Kaleida Health Your Spectrum of Choices Benefit Plan with a summary plan description and enrollment materials.

Section 8. Employees may elect to purchase additional voluntary short term disability insurance for themselves. Policy descriptions are available from the insurance provider. Short term disability, premiums will be deducted from employees' pay on an after tax basis.

Section 9. Should the Employer decide to change existing, add additional or change carriers related to voluntary benefit plans, the changes will continue to be presented to the Unions at the Medical Awareness Committee prior to implementation.

Section 10. The Employer agrees to include the SEBF Union Dental Plan in the Annual Open Enrollment as long as the SEBF Dental Plan is made available for enrollments, it being understood that this is not an Employer sponsored plan.

Article 29

Medical and Prescription Drug Benefits

Section 1. The Employer will continue to provide the Premium medical and prescription drug plan available to all eligible full-time and part-time employees covered by this Agreement hired prior to the effective date of this successor agreement. Additionally, employees hired prior to August 1, 2013 will have the option to participate in the Master Align Plan on a voluntary basis during open enrollment. Employees hired prior to August 1, 2013 will not be required to join the Master Align Plan.

The parties agree that Management may design and offer an incentive program to employees hired prior to August 1, 2013 to voluntarily enroll in the Master Align Plan. The parties agree to meet and negotiate over the design of any offered incentive plan.

Thereafter, all employees hired after August 1, 2013 shall be provided medical and prescription drug coverage under the Master Align Plan as detailed in section 17 herein.

Section 2. The Kaleida Health Your Spectrum of Choices Benefit Plan is administered by a third party administrator (TPA) High Mark Blue Cross Blue Shield of Western New York for the medical benefits and a pharmacy benefit manager (PBM) will manage the prescription drug plan. The Employer will not change the medical plan provisions or benefits without the mutual consent of the Union.

Section 3. Eligible employees may apply for the medical and prescription drug coverage at the time of employment, when they transfer to an eligible status, within thirty (30) days of a qualified family status change, or during the annual open enrollment period held each Fall with coverage becoming effective the following January 1st. An eligible employee may select single or family coverage.

Section 4. Coverage will begin on the first day of the month following or coinciding with completion of thirty (30) calendar days of employment for new hires. Employees may elect to begin coverage the first of the month following hire by incurring one hundred (100%) percent of the group plan cost.

Section 5. For employees who transfer to an eligible status, eligibility for coverage begins on the first day of the month following the status change, provided the employee has already completed thirty (30) calendar days of employment.

Section 6. Employees who terminate employment with Kaleida for any reason will continue their medical and prescription drug coverage to the last day of the month of termination. Deductions will be taken from the employee's final pay check.

Section 7. The Employer will contribute toward the cost of medical and prescription drug coverage a percentage amount based on the employee's employment status as outlined below:

Tier	Current
a.) Full-time single	93.17%
b.) Full-time family	95.5%
c.) Part-time single	77.6%
d.) Part-time family	79.6%

Effective January 1, 2012, BGMC RN and TCC Bargaining Unit employees hired into the bargaining unit on or before July 12, 2005 and currently grandfathered in medical and prescription drug plan contributions, will contribute twenty-five percent (25%) of the dollar amount outlined in a.), b.), c.) and d.) above.

Section 8. For employees hired after July 13, 2016, the Employer will contribute toward the cost of medical and prescription drug coverage a percentage amount based on the employee's employment status as outlined below:

Full-time single	80%
Full-time family	80%
Part-time single	77.6%
Part-time family	79.6%

At Open Enrollment (January 1st effective date) following their third year anniversary date:

Full-time single	85%
Full-time family	85%
Part-time single	77.6%
Part-time family	79.6%

At Open Enrollment (January 1st effective date) following their fifth year anniversary date:

Full-time single	93.17%
Full-time family	95.5%
Part-time single	77.6%
Part-time family	79.6%

Contributions to premium payments by the Employer shall not begin until the first of the month following thirty (30) days of employment. For changes in employment status, employee contributions will begin/change on the first day of the month following the status change.

Section 9. Employees who retire from Kaleida Health will be eligible to participate in the health plan they are enrolled in at time of retirement or switch to Medicare plan offered by the same carrier of the plan they participate in at time of retirement subject to the insurance company's underwriting requirements. The retiree will be responsible for one hundred percent (100%) of the cost of the plan. The exception shall be as follows:

- a.) Employees of the DeGraff Medical Park, Technical/Clerical/Service bargaining unit, with fifteen (15) years of service and who have attained age forty-five (45) and those employees with (10) years of service and have attained age fifty-one (51) as of

December 31, 1995 will be entitled to health insurance coverage into retirement in the same method as in existence for active employees.

Section 10. All employees covered by this Agreement and hired before August 1, 2011 will be eligible to waive medical coverage and elect to receive a \$60.00 opt-out cash payment for full-time employees and part-time employees. This cash payment will be applied to the first two (2) pay periods of each month (twenty-four [24] pay periods per year). Employees must complete the enrollment process and elect the opt-out credit in order to receive these payments. Employees who have a spouse working for Kaleida and who are covered under the spouse's Kaleida family health insurance will not be eligible to receive the opt-out payment.

Section 11. A five hundred dollar (\$500) inpatient hospital co-pay will be incurred at all non-Kaleida facilities with the following exceptions:

- a.) Kaleida doesn't offer the service;
- b.) in an Emergency can go to the nearest hospital;
- c.) if an out of town emergency occur;
- d.) Roswell Park Cancer Institute services.

Section 12. The following prescription drug co-pays will apply through December 31, 2022:

	<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>
a.) Retail Pharmacy	\$10	\$20	\$40
b.) Mail Order Pharmacy*	\$20	\$40	\$80

The following prescription drug co-pays will apply effective January 1, 2023:

	<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>
a.) Retail Pharmacy	\$5	\$15	\$35
b.) Mail Order Pharmacy*	\$10	\$30	\$70

*The mail order program and maintenance drug program will continue at three (3) months or prescription for two (2) months of co-pay level and must be filled by the carrier recommended Mail Order Program.

Diagnostic laboratory testing performed at a non-Kaleida facility and not at a doctor's office will be subject to a \$15 copay.

Section 13. The following prescription drug co-pays will apply to the Master Align Plan through December 31, 2022:

		<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>
a.)	Retail Pharmacy	\$5	\$20	\$40
b.)	Mail Order Pharmacy*	\$10	\$40	\$80

The following prescription drug co-pays will apply effective January 1, 2023:

		<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>
a.)	Retail Pharmacy	\$0	\$15	\$35
b.)	Mail Order Pharmacy*	\$0	\$30	\$70

*The mail order program and maintenance drug program will continue at the three (3) months of prescription for two (2) months of co-pay level and must be filled by the carrier recommended Mail Order Program.

Section 14. During the life of this Agreement all employees and their covered dependents who participate in the Master Align Plan, may submit invoice(s) or detailed receipt(s) to the Employee Benefits Department for a reimbursement for copay expenses as detailed in the chart contained in Section 17.

(For example: An employee who chooses to go to a PCP in the High Mark BCBS of WNY Network that has a \$30 co-pay shall be reimbursed \$15).

- a.) PCP Office visits within the High Mark BCBS of WNY Network
- b.) Specialist Office visits within the High Mark BCBS of WNY Network
- c.) Outpatient surgery services within the Optimum Choice Network
- d.) Diagnostic x-rays including MRI within the Optimum Choice Network
- e.) Occupational, Speech, and Physical Therapy services within the High Mark BCBS of WNY Network
- f.) Emergency Room visits
- g.) Emergency Ambulance services (medically necessary)
- h.) Urgent Care Visits within the Optimum Choice Network

Section 15. The Employer and the Unions agree that the Medical Plan Awareness Committee will meet for the purpose of resolving issues relative to problems that may arise from the medical and prescription drug plan, in particular the Premium Medical and Prescription Drug Plan and the Master Align Plan. Committee meetings will be held on a quarterly basis. Agenda items may include but are not limited to, the following:

- concerns pertaining to member enrollment
- incentives
- benefit levels

- provider network capacity
- member/provider utilization rates and access

Committee members that will be invited to committee meetings will include, but are not limited to, Kaleida Health Director of Employee Benefits or designee; bargaining unit employees; representatives from each of the affected Unions; representatives from High Mark BCBS of WNY; and current physician providers in the plan. Employees who are union representatives will be excused from work with pay and benefits to attend the committee meetings, in accordance with Article 72, Committees.

Section 16. The medical plans will contain as of January 1, 2020, new voluntary case management services targeted to assist and support chronic illnesses. The programs are:

- a.) US RxCare Drug Administration
- b.) Save-On, a new voluntary prescription drug savings program for eligible specialty medications will be added effective January 1, 2023.

Section 17. Medical Plan Designs Effective January 1, 2020.

Benefit Level	Premium Medical and Prescription Drug Plan Design		Master Union Align Plan Design					
	In-Network (deleting CHS)	Out-of-Network	Optimum Choice (deleting CHS)		Flexible Choice		Out of Network	
			Up Front	Refund	Up Front	Refund	Up Front	Refund
Deductible	N/A	\$750/\$1250	N/A		\$1000/\$2000		\$1000/\$2000	
Coinsurance	N/A	30%	N/A		30%		30%	
OOP Maximum	\$6,350 single/ \$12,700 Family	\$2,500/\$5,000	\$2,500/\$5,000		\$2,500/\$5,000		\$2,500/\$5,000	
Medical Services								
PCP Office Visits	\$20	Ded/Coinsurance	\$20	N/A	\$35	\$15	Ded/Coinsurance	
Specialist Office visits	\$20	Ded/Coinsurance	\$35	\$15	\$65	\$45	Ded/Coinsurance	
Preventative Office Visits & Immunizations	\$0	Ded/Coinsurance	\$0	N/A	\$0	N/A	Ded/Coinsurance	
Diagnostic x-rays, including MRI	\$20	Ded/Coinsurance	\$30	\$10	Ded/Coinsurance		Ded/Coinsurance	
Laboratory testing *	\$0	Ded/Coinsurance	\$0	N/A	Ded/Coinsurance		Ded/Coinsurance	
Occupational, speech, physical therapy	\$15	Ded/Coinsurance	\$30	\$15	\$30	\$15	Ded/Coinsurance	
Chiropractor Office Visits	\$15	Ded/Coinsurance	\$30	\$15	\$30	\$15	Ded/Coinsurance	
Hospital Care								
Inpatient <i>\$500 First Family Discount</i>	\$500	Ded/Coinsurance	\$500	N/A	Ded/Coinsurance		Ded/Coinsurance	
Outpatient surgery facility	\$15	Ded/Coinsurance	\$75	\$60	Ded/Coinsurance		Ded/Coinsurance	
Emergency room visit (waived if admitted)	\$75	\$75	\$120	\$45	\$120	\$45	\$120	\$45
Emergency ambulance (medically necessary)	\$75	\$75	\$120	\$45	\$120	\$45	\$120	\$45
Other Services								
Durable medical equipment	50%	Ded/50%	50%		50%		Ded/50%	
Annual maximum	\$1,000		\$1,000					
Home health care	\$15	Ded/Coinsurance	\$15	N/A	Ded/Coinsurance		Ded/Coinsurance	
Orthotics	Not covered	Not covered	Not covered		Not covered		Not covered	
Urgent Care	\$45	\$45	\$60	\$15	Ded/Coinsurance		Ded/Coinsurance	
Away from Home Guest Membership	Not Available	Not Available	Available					
OB Deliveries at CHS (Notes below)	Considered In-Network	Ded/Coinsurance	Considered In-Network	Ded/Coinsurance	Ded/Coinsurance		Ded/Coinsurance	
Medical Services & Cancer Center (conditions under treatment prior to 1/1/2020)	Considered In-Network	Ded/Coinsurance	Considered In-Network	Ded/Coinsurance	Ded/Coinsurance		Ded/Coinsurance	
Prescription Drugs								
Retail Pharmacy through December 31, 2022	\$10/\$20/\$40	Not covered	\$5/\$20/\$40		N/A		N/A	
Retail Pharmacy effective January 1, 2023	\$5/\$15/\$35		\$0/\$15/\$35					

Notes:

- 1.) Conditions under treatment as of 1/1/2020 at a CHS facility will be considered as In-Network. Same diagnosis reoccurrences will be governed by the original diagnosis date.
- 2.) Roswell and Brylin will be considered In-Network.
- 3.) Obstetrical deliveries and any subsequent care for the neonate will be considered as In-Network.

Article 30 Dental Benefits

Section 1. The Employer will make available to all full-time and part-time employees the following coverage through the Kaleida Health Dental Plan:

- a.) 100% preventive;
- b.) 100% basic restorative;
- c.) fifty percent (50%) major restorative;
- d.) fifty percent (50%) orthodontics with a \$1,000.00 lifetime maximum per person;
- e.) \$1,250.00 annual maximum; and
- f.) Two (2) fluoride treatments per year for covered members 18 years of age and younger.

Section 2. Eligible employees may apply for coverage at the time of employment, when they transfer to an eligible status, within thirty (30) days of a qualified family status change, or during the annual open enrollment period held each Fall with coverage becoming effective January 1. An eligible employee may select single or family coverage.

Section 3. Coverage will begin on the first day of the month following completion of thirty (30) calendar days of employment for new hires.

Section 4. For employees who transfer to an eligible status, eligibility for coverage begins on the first day of the month following the status change, provided the employee has already completed thirty (30) calendar days of employment.

Section 5. For all employees enrolled in the Kaleida Health Dental Plan and employees hired after July 31, 2011 enrolled in the Service Employees Benefit Fund (SEBF), the Employer will pay thirty-five percent (35%) of the cost of the premium for employees who select single and ten percent (10%) family coverage in the following bargaining units:

- a.) DeGraff Medical Park Professional bargaining unit;
- b.) DeGraff Medical Park RN bargaining unit;
- c.) DeGraff Medical Park Technical/Clinical-Clerical/Service bargaining unit;
- d.) Millard Fillmore Suburban Hospital Laboratory Professional bargaining unit;
- e.) Millard Fillmore Suburban Hospital Laboratory TCC bargaining unit;
- f.) Millard Fillmore Suburban Hospital RN bargaining unit;
- g.) Millard Fillmore Suburban Hospital Service and Maintenance bargaining unit;
- h.) Millard Fillmore Suburban Hospital Technical/Clinical-Clerical bargaining unit;

- i.) Buffalo General Medical Center Professional bargaining unit;
- j.) John R. Oishei Children’s Hospital Clerical bargaining unit;
- k.) John R. Oishei Children’s Hospital Nurse Practitioner bargaining unit;
- l.) John R. Oishei Children’s Hospital Professional bargaining unit;
- m.) John R. Oishei Children’s Hospital Technical bargaining unit;
- n.) Kaleida Health Business Office Clerical bargaining unit.

Section 6. For employees enrolled in the Kaleida Health Dental Plan, the Employer will pay eighty-five percent (85%) of the cost of the premium for employees who select single coverage and thirty-five percent (35%) of the cost of the premium for employees who select family coverage for employees in the following bargaining units:

- a.) Buffalo General Medical Center RN bargaining unit;
- b.) Buffalo General Medical Center Technical/Clerical bargaining unit.

Section 7. For Buffalo General Medical Center SEIU Service/Maintenance bargaining unit employees hired before August 1, 2011 enrolled in the Service Employees Benefit Fund (SEBF) dental coverage, the Employer will continue to pay for full-time employees until one hundred percent (100%) of the cost of the single premium and fifty percent (50%) of the cost of the individual plus one and family premium.

Section 8. For Millard Fillmore Suburban Hospital SEIU Service/Maintenance bargaining unit employees hired before August 1, 2011 enrolled in the SEBF dental and vision coverage the Employer will continue to pay for full-time employees eighty percent (80%) of the cost of the single premium and sixty percent (60%) of the cost of the individual plus one and family premium. The Employer will pay nothing toward the premium for part-time employees.

Section 9. The Employer will pay the premium rates listed below to the SEBF benefit fund for the life of this Agreement for employees hired before August 1, 2011 in the following bargaining units:

- a.) John R. Oishei Children’s Hospital RN bargaining unit;
- b.) John R. Oishei Children’s Hospital LPN bargaining unit; and
- c.) John R. Oishei Children’s Hospital Service & Maintenance bargaining unit.

The monthly Employer contribution rates are as follows:

OCH RN bargaining unit:

Coverage	Monthly Contribution
Single	\$21.77
Single and one (1) dependent	\$23.75

Family	\$27.75
Employer Maximum Annual Contribution	\$151,698.00

OCH LPN bargaining unit:

Coverage	Monthly Contribution
Single	\$21.77
Single and one (1) dependent	\$21.77
Family	\$40.00
Employer Maximum Annual Contribution	\$23,276.00

OCH Service & Maintenance bargaining unit:

Coverage	Monthly Contribution
Single	\$21.77
Single and one (1) dependent	\$39.73
Family	\$62.50
Employer Maximum Annual Contribution	\$77,500.00

Section 10. Contributions to premium payments by the Employer shall begin the first of the month, following thirty (30) days of employment. For changes in employment status, employee contributions will begin on the first day of the month following the status change.

Section 11. Coverage for dependents will be extended to the end of the month following the attainment of the age of 26 on the Kaleida Health Dental Plan.

**Article 31
Hospital Discounts**

Section 1. The Family First Program provides discounts to eligible Kaleida employees who are enrolled in the Kaleida Health Premium or Align medical insurance plans or enrolled in COBRA for the same plans. The Family First Program will also extend to dependents covered on a Kaleida Health employee's family coverage under the plans named above. The eligible employee and covered dependents must be listed on the medical insurance membership card.

- a.) Subject to the requirement of enrollment in the Kaleida Health medical insurance plans named above: Eligible employees will be defined as all full-time, part-time and per diem, current active, including those on approved leave of absence, who have completed their probationary period. Physicians on the Kaleida payroll who are classified as full-time, part-time are eligible on the date of hire. Temporary Employees are not eligible. All access to discounts will end at the time the employee is no longer eligible.

- b.) Subject to the requirement of enrollment in the Kaleida Health medical insurance plans named above: Eligible family members include spouse and dependent children (including stepchildren).

Section 2. Health service discounts shall be provided as follows:

	Covered by Medical/ Dental/Vision Insurance	Not Covered by Medical/ Dental/Vision Insurance
Hospital Room	100% discount on difference between private and semi-private room	100% discount on difference between private and semi-private room.
Inpatient Services	Inpatient deductible is waived when using a Kaleida Health facility up to a maximum of \$500. Four (4) free valet parking passes. Free television service. Cafeteria discount passes.	40% discount.
Outpatient Services	75% discount on services not covered by insurance.	40% discount, including emergency department.
Eye Clinics	Optical services excluded. Discount applied to charges not covered by medical or vision insurance.	Optical services excluded.
Dental Clinics	Orthodontia and certain major restorative services excluded.	Orthodontia and certain major restorative services excluded.
Home Covered Services	40% discount on services not covered by insurance.	40% discount.
Insurance Copayments, Coinsurance and Deductibles	40% discount on amounts over \$15. Copayments of \$15 and under waived with proof of eligibility.	N/A

Section 3. There will be no telephone rental service charge for employees and dependents. All long distance charges will be paid for by the employee or dependent.

Section 4. The discounts do not apply to:

- a.) Physicians' charges;
b.) Elective cosmetic surgery;

- c.) Orthodontia, certain major restorative dental services, or purchased dental appliances including dentures;
- d.) In-vitro fertilization;
- e.) Experimental procedures;
- f.) Medical devices;
- g.) Personal services;
- h.) or any service which is not supplied by the Employer.

Section 5. Employee discounts will be processed as outlined below:

- a.) The employee and/or eligible family member will be identified by their participation in the Kaleida Health Premium or Align medical insurance plans.
- b.) The Cash Posting Department captures all accounts with the eligible employee indicator. The Cash Posting Representative will calculate the discount and enter an adjustment for the appropriate amount on the patient account. All eligibility for discounts will be determined by the Revenue Cycle Department.
- c.) The Cashier will calculate the discount and request payment for the remaining balance if applicable.
- d.) The Cashier will forward the discount information to the Cash Posting Department where an adjustment will be entered to the patient account for the discount award.

The process for using the Kaleida Health Family First plan and the accompanying benefit summary will be included in the employee annual enrollment process.

Article 32 Life Insurance

Section 1. The Employer will provide, without cost to the employee and in accordance with the provisions of a standard group life insurance program, coverage under a group life insurance policy and coverage under a group accidental death and dismemberment (AD&D) insurance policy. Each policy provides coverage that is equal to one (1) times annual base salary (rounded to the next higher one thousand dollars [\$1,000]) for all active full-time and part-time employees having one (1) or more years of continuous employment.

Section 2. The coverage amount for part-time employees will be computed based on annual budget hours for the position times the hourly rate rounded to the next higher one thousand dollars (\$1,000).

Section 3. The Employer shall make available to all employees eligible for the group life insurance plan, an optional Supplemental and Dependent Life Insurance plan. Employees will pay the full cost of any option they select.

- a.) Eligible employees may obtain additional life insurance on themselves or purchase life insurance coverage on their spouse, dependent children, domestic partner, or any combination of the above in accordance with the provisions of the policy and subject to the underwriting requirements established by the insurance company.
- b.) The employee, through payroll deduction, shall pay all supplemental life insurance premiums.
- c.) Upon termination, the employee has the right to convert such supplemental insurance to an individual subscribership, in accordance with the provisions of the policy and subject to the underwriting requirements established by the insurance company.
- d.) The Employer reserves the right to change carriers at any time subject to reasonable notice to the union provided such change does not result in a decrease of benefits.

Article 33 Retirement Plan

Section 1. Employees covered by this Agreement will continue to receive pension benefits under the following plans:

- a.) Kaleida Health Pension Growth Plan:
 - 1.) BGMC - PROF
 - 2.) BGMC – RN
 - 3.) BGMC - SERVICE
 - 4.) BGMC – TCC
 - 5.) DMP - PROF
 - 6.) DMP – RN
 - 7.) DMP – TCCS
 - 8.) MFSH – PROF
 - 9.) MFSH – RN
 - 10.) MFSH - SERVICE
 - 11.) MFSH – TCC
 - 12.) OCH – Clerical
 - 13.) OCH – NP
 - 14.) OCH – PROF
 - 15.) OCH – Technical
 - 16.) OCH – Extended Role Nurses
 - 17.) Kaleida Health – Business Office Clerical

- b.) 1199 SEIU Regional Pension Fund:
 - 1.) OCH – RN
 - 2.) OCH – LPN
 - 3.) OCH – SM
 - 4.) BGMC – SERVICE
 - 5.) MFSH – SERVICE
 - 6.) OCH – CLERICAL
 - 7.) OCH – NP
 - 8.) OCH – PROF
 - 9.) OCH - TEHCNICAL
 - 10.) OCH – EXTENDED ROLE NURSES
 - 11.) Kaleida Health – BUSINESS OFFICE CLERICAL
- c.)
 - 1.) BGMC – SERVICE*
 - 2.) MFSH – SERVICE*
 - 3.) OCH – CLERICAL*
 - 4.) OCH – NP*
 - 5.) OCH – PROF*
 - 6.) OCH – TECHNICAL*
 - 7.) OCH – EXTENDED ROLE NURSES*
 - 8.) Kaleida Health – BUSINESS OFFICE CLERICAL*

* For new hired employees hired after July 13, 2016.

Section 2. For the purposes of this Article the Kaleida Health Pension Growth Plan consists of:

- a.) Cash Balance formula;
- b.) Buffalo General Hospital legacy formula;
- c.) Millard Fillmore Hospital legacy formula;
- d.) DeGraff Memorial Hospital legacy formula.

Section 3. It is agreed that the retirement plans in existence for each of the bargaining units covered by this Master Agreement, will continue without change except as outlined below.

Section 4. Effective January 1, 2009 the legacy formulas will be closed to new entrants. New hires and rehired employees will participate in the cash balance provisions of the Kaleida Health Pension Growth Plan. Any employee employed by Kaleida Health on or prior to December 31, 2008 who is currently eligible to earn a benefit in one of the legacy formulas listed above, will continue to accrue a benefit under this formula and is referred to as a “legacy formula employee”.

Section 5. Effective January 1, 2009, the following provisions will be followed with respect to the movement of employees between bargaining units:

- a.) If a legacy formula employee transfers from one covered bargaining unit into another bargaining unit covered under this Agreement, the employee will remain in the current legacy formula.
- b.) If a legacy formula employee transfers from a non-union position into a bargaining unit covered under this Agreement, the employee will remain in the current legacy formula.
- c.) If a legacy formula employee transfers from a bargaining unit covered under this Agreement into any non-union position, the employee will enter the cash balance provisions of the Plan and no longer be considered a legacy formula employee. He/she will retain his/her legacy formula benefit and will begin to earn a benefit under the cash balance formula effective on the date of the transfer.
- d.) If a legacy formula employee transfers from a bargaining unit covered under this Agreement to a union position not covered under this Agreement, the employee will no longer be considered a legacy formula employee. He/she will retain his/her legacy formula benefit and will begin to earn a benefit under the plan applicable to the new bargaining unit.

Section 6. As of January 1, 2009 employees will no longer be able to contribute to tax sheltered annuity (TSA) programs other than the Kaleida Health Savings/Investment Plan.

Section 7. 1199SEIU Regional Pension Plan:

For those employees participating in the Regional Pension Plan the Employer agrees to contribute the following to the 1199 SEIU Multi Employer Pension Plan:

- a.) All Employer contributions to the 1199 SEIU Regional Pension Fund as set forth in this agreement shall be due and payable on the 15th of the month, pursuant to the terms of the Pension Fund's Collection Policy and if requested by the Pension Fund, using remittance reports furnished by the Pension Fund or remittance forms otherwise agreed to by the Employer and Pension Fund.

The Pension Fund shall be administered pursuant to provisions of an Agreement and Declaration of Trust, any restatements of or amendments to such Agreement and Declaration of Trust, policies, rules and regulations established by its Trustees. Such Agreement and Declaration of Trust, rules, regulations and policies, including Collections Policy, of such Pension Fund together with any restatements or amendments thereto, are incorporated herein by reference as if fully set forth herein. The Agreement and Declaration of Trust, the Pension Fund's Collection Policy and all other rules, regulations and policies of the Pension Fund govern and supersede any inconsistent provision of this Agreement.

All monies paid into and/or due and owing the Pension Fund required by this collective bargaining agreement will be vested and remain exclusively in the Trustees of the Pension Fund; outstanding and withheld contributions constitute plan assets.

- b.) The Employer agrees to enroll each bargaining unit employee using the Fund’s enrollment Card and forward it to the Fund Office as soon as possible after date of hire.
- c.) The Employer agrees to provide the Fund office each bargaining unit employee’s full name, address, Social Security Number, date of hire, employment status and date of birth no later than the fifteenth (15th) of the following month following the date of hire.

The Employer agrees it is required to pay monthly contributions for all bargaining unit employees who have completed their probationary period (if any), or 90 days, whichever is sooner. Further, the employer is required to tender contributions on such bargaining unit employees for all hours paid.

Effective January 1, 2023, the Employer agrees it is required to pay monthly contributions for eligible newly hired bargaining unit employees after successful completion of their probationary period (if any) commencing at the time referenced in Section 1.

Years of Service	Contribution Amount
All Employees hired after 12/31/2008	3.5% of Compensation
Employees hired prior to 1/1/09 with less than 25 years of service	5% of Compensation
Employees with 25 years of service or greater*	5.5% of Compensation

* Years of service are determined as of 12/31 of the previous year.

Section 8. Effective upon ratification of this Agreement, the Kaleida Health Pension Growth Plan will be amended as follows. Employees who retire (as defined as the plan) at age 55 or older, with twenty (20) years of vested service, will be allowed to utilize up to one (1) year of accumulated ESB hours as compensation to extend their service credits beyond the twenty (20) years. It is understood that in the case of employees under the Cash Balance provisions, the accumulated ESB hours up to one (1) year will be translated into Pay Credits.

Section 9. The Employer and the Union agree to continue the Pension Awareness Committee. The committee will be composed of two (2) union representatives from each of the Kaleida Health Pension Growth Plans and an equal number of Employer representatives inclusive of the Director of Employee Benefits, with the understanding that additional representatives will be invited as the agenda dictates. This committee will meet quarterly for the purpose of:

- a.) providing assistance to the employees who are currently enrolled in a pre-merger TSA that must evaluate and make a determination regarding conversion to the Lincoln Alliance 403(b);
- b.) creating an education program for employees as to the benefits available under the various retirement formulas available in the Kaleida Pension Growth Plan;

- c.) reviewing each of the formulas available under the Kaleida Health Pension Growth Plan and compare components of the formulas that include but are not limited to:
 - 1.) changing demographics under each of the plans;
 - 2.) annual contributions and funding levels;
 - 3.) early retirement penalties;
 - 4.) survivor and beneficiary options;
 - 5.) all components of the benefit formula;
 - 6.) evaluating issues related to Extended Sick Bank conversion at retirement; and
 - 7.) determining costs related to increasing Employer contributions into cash balance formula as well as increasing the Employer match into the 403(b) plan.

Section 10. Effective January 1, 2015, all employees who are eligible to participate in the Kaleida Health Pension Growth Plan in the cash balance formula are eligible to receive Employer matching contributions in the Kaleida Health Savings/Investment Plan as follows:

- a.) Kaleida Health will match up to fifty percent (50%) for the first four percent (4%) of qualified earnings an employee contributes to the plan, through the last pay period of 2019.
- b.) Effective the first pay period of 2020, Kaleida Health will match up to fifty percent (50%) for the first six percent (6%) of qualified earnings an employee contributes to the plan.

Section 11. Effective with the first pay period following January 1, 2021, the Cash Balance Formula of the Kaleida Health Pension Growth Plan will be amended for all eligible participants as follows:

- a.) Amend pay credits as follows:
 - 1.) Three and one half percent (3.5%) of pay for employees with one (1) to four (4) years of service;
 - 2.) Four and one half percent (4.5%) of pay for employees with five (5) to nine (9) years of service; and
 - 3.) Five and one half percent (5.5%) of pay for employees with ten (10) or more years of service.

Section 12. Effective January 1, 2023, the Cash Balance Formula of the Kaleida Health Pension Growth Plan will be amended for all eligible participants as follows:

- a.) Amend pay credits as follows:

- 1.) Four percent (4%) of pay for employees with one (1) to four (4) years of service;
- 2.) Five percent (5%) of pay for employees with five (5) to nine (9) years of service; and
- 3.) Six percent (6%) of pay for employees with ten (10) or more years of service.

Article 34

Transitional Return to Work Program

Section 1. A transitional return to work program has been established and shall be available for those employees who become physically unable to perform the full scope of their current job for a specified amount of time due to illness or injury that results in an approved NYSDBL, or Workers' Compensation claim.

Section 2. When an employee, currently inactive in a disability or workers' compensation status, is deemed able to return to work with restrictions by the employees' private medical doctor or when an employee is physically unable to perform the full scope of their job for a limited duration; the Integrated Absence Department shall coordinate assignments of transitional duty as follows:

- a.) Based on the medical documentation provided or medical documentation obtained by the Integrated Absence Specialist, the Employer may request a return to work physical or Fit for Duty Exam (FFDE).
- b.) When required, the Employee Health Service provider will perform the return to work physical, within five (5) calendar days of such request to determine the appropriateness for placement of the employee into transitional duty or full duty.
- c.) An Employee's return to work will be coordinated by the Employer (Integrated Absence Specialist) and the Employee's attending physician to establish restrictions or diminished work capabilities, as part of the Employee's return to work. The Integrated Absence Specialist will be provided with the information needed to arrange for a return to work, including the employee's work restrictions and the duration of the restrictions. The procedure in Section 5 will be used in the event of a dispute between the Employer and the Employee's physician.
- d.) The initial assignment of transitional duty will be for a period not to exceed six (6) weeks and renewable for a second six (6) week period. If an employee's restrictions require an extension of these time frames, such extension must be accompanied by appropriate medical documentation from a physician indicating the restrictions as well as the projected full duty return to work date. The Union (s) will be advised of any such extension. The maximum duration of a transitional duty assignment will not exceed six (6) months.

- e.) Assignment to a transitional duty position will be at the employee's current base rate of pay, category of employment and shift (days, evenings, nights {if available}), in a corporate priority project, site priority project, in the employee's home department, or in other departments at the employee's site as determined by the Corporate Integrated Absence Specialist. An employee may choose to drop shift as a requirement for placement in a transitional work assignment.
- f.) It is understood that an employee's restriction may require that he/she work less hours than the normal category of employment requirements. In that instance, the category of employment requirements will be waived. If an employee works in a transitional duty capacity and disability or workers' compensation payments are reduced or eliminated, the employee will be entitled to banked time from their Extended Sick Bank to ensure a full pay check. The employee and the Employer may mutually agree to waive the shift requirement.
- g.) The Employer shall provide a minimum of three (3) days written notice to the employee of the requirement to return to work.
- h.) If an employee is a candidate for transitional duty and the work assignment is made suitable to his/her physical condition, skill and qualification, that employee must report to work in that position. If the assignment is at another site, reporting to work at that site is optional. The Integrated Absence Specialist must be advised if the employee opts not to report to a site other than his/her own.
- i.) Regardless of the work assignment all benefits and provisions of the employee's collective bargaining agreement will apply.

Section 3. An employee on transitional duty will not be used to cover a vacant position unless the employee is released to perform all of the assigned duties of that position. Employees in transitional duty assignments pursuant to the provisions of this Article shall not be counted or considered in the staffing grids for a department, unless the transitional duty employee is able to perform the full scope of the work. The Employer must continue to try to recruit for the vacant position in which the Transitional Duty Employee is working.

Section 4. The Employer will maintain a record of transitional duty assignments. The record will be reviewed each year in January, March, June, and September as an agenda item on the Medical Plan Awareness Committee agenda. Recommendations to improve and/or modify the program will be made by the committee.

Section 5. If there is a disagreement between the employee's attending physician and the Employer in regard to ability to return to work under a transitional duty assignment the parties agree to the selection of an independent third party review that will be considered a final and binding medical determination as to the employee's ability to return to work under the provisions of this Article.

This third party medical review will be performed at the expense of the Employer and shall be conducted as a fitness for duty and/or functional capacity medical exam by a medical provider mutually selected by the employee's physician and the Employee Health Department or its

representatives as soon as possible, but no longer than thirty (30) days from the date the disagreement was identified.

In the event the employee is determined by the independent third party to be able to return to work under the provisions of this Article and the employee fails to do so, the employee shall be considered to have broken seniority pursuant to the provisions of Article 50 of this Agreement.

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 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 or 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 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

- 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.

OR

- (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 regiment 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 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) 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.

OR

(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).

- (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.

- 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,

(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, child, parent in-law, grandparents or grandchild.
- 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).

Article 36 Military Leave

Section 1. Leaves of absence shall be granted to all employees entering active duty of the Armed Forces of the United States and those who are absent for the purpose of performing training duty or emergency service in the Armed Forces. Re-employment rights shall be in accordance with the requirements of the Uniformed Services Employment and Re-Employment Act of 1994, as amended from time to time, and/or regulations issued there under.

Section 2. Any employee who is engaged in military service, who enlists or is called to duty should notify their manager or supervisor two (2) weeks prior to the leave effective date, or as soon as notified of upcoming service. Military orders must be provided to management to verify the need for a military leave of absence. The employee will be placed on a leave of absence to cover the time away in service, provided the total leave of absence does not exceed a five (5) year period from the effective beginning date of the leave.

Section 3. Eligible service includes voluntary or involuntary service in one of the military branches of the armed forces of the United States, including:

- a.) active duty;
- b.) active duty for training;
- c.) initial active duty for training;
- d.) inactive duty for training purposes; and
- e.) full-time National Guard duty.

Branches of the military service include:

- a.) Army, Navy, Marine Corps, Air Force, Coast Guard

- b.) Reserve service in Army, Navy, Marine Corp, Air Force or Coast Guard
- c.) Army National Guard or Air National Guard
- d.) The Commissioned Corps of the Public Health Service
- e.) Any other designation issued by the President in time of national emergency or war.

Section 4. An employee ordered to annual active duty training with the National Guard or Reserve for two (2) weeks or more and who loses time from work as a result will be paid the difference between their regular basic rate of pay and their lower military training pay for up to thirty (30) days in a calendar year. The employee on military leave will be required to submit to human resources a statement of military earnings to receive reimbursement for the differential. Reimbursement will be paid by the payroll department in the employee's regular bi-weekly pay within two pay periods following submission of the military earnings statement. Per Diems are not eligible for the differential payment. Absence from work for inactive duty or for examinations to determine fitness for duty will not be eligible for the military differential. An employee who elects to use paid time off during the leave will not receive a military differential.

Part-time employees will be eligible for the military differential based on their regularly scheduled bi-weekly hours.

Section 5. Regular employees entering active duty in the Armed Forces of the United States will be given the paid time off to which they are entitled under the terms of this contract. If such employees do not elect to take their paid time off before leaving, they will be paid an allowance in cash equal to and in lieu of any paid time off which is due.

Section 6. Employees who enter the service receive military health care benefits automatically, and can enroll their dependents in separate health insurance plans for dependents (CHAMPUS) if they are called to serve for at least thirty-one (31) days. However, they also may want to continue their health insurance coverage. Employees on military leave and their dependents can receive continuation coverage in their health insurance plan for up to eighteen (18) months under COBRA. If the employee elects to cease medical coverage, the coverage will be reinstated when the employee returns to work. However, if the employee's period of military service is thirty-one (31) days or less, the employee would be entitled to continue their medical coverage under the same cost sharing arrangement as prior to the leave. Employees should contact Human Resources to make the necessary arrangements.

Section 7. For computation of pension benefits for a service member returning to his/her employment after a period of military service; compensation for the period of military leave is defined as compensation computed at a rate which the employee would have been earning if the employee had not taken a leave.

Article 37 Jury Duty

Section 1. In the event an employee is required to serve jury duty, the Employer shall compensate full-time and part-time employees for the difference between their regular normal earnings and their jury duty fees for a period not to exceed thirty (30) working days in each calendar year.

Section 2. Employees to be eligible for pay, will notify their immediate supervisor immediately upon receipt of the jury duty notice.

Section 3. For scheduling purposes:

- a.) day and evening shift employees will not be expected to work on the date they are required to serve (actually spend time on jury duty);
- b.) night shift employees will not be required to work the night before and the night of serving on jury duty; and
- c.) employees may, if necessary, opt to have a work shift rescheduled, or to use paid time off to make his/her paycheck whole;
- d.) employees who serve on jury duty or work for a combination of five (5) days, Monday through Friday, will not be scheduled to work on the weekend.

Section 4. When an employee is on call for jury duty, the employee shall report to work on any day they are not required to report for jury duty. Further, if the employee is a day shift employee and is released from jury duty in the first two (2) hours of his or her otherwise scheduled shift starting time, the employee shall contact the Employer to see if he or she is needed for a work assignment and shall report to work if required.

Article 38 Bereavement Leave

Section 1. All regular full-time and part-time employees who have completed probation will be eligible for bereavement leave following the death of a spouse/domestic partner, child, brother, sister, parents, stepparents, stepbrother, stepsister, stepchild or children, grandparents, grandchildren, mother-in-law or father-in-law, former legal guardian or foster child.

Section 2. Eligible employees will be excused from work with pay:

- a.) for three (3) consecutively scheduled work days up to a maximum of twenty five (25) hours, during the period of bereavement including the funeral or memorial service; or
- b.) for five (5) consecutively scheduled work days, up to a maximum of forty (40) hours, during a seven (7) calendar day period which includes either the funeral or

the memorial service, for out of town funerals over four hundred (400) miles from Buffalo, providing the employee attends the funeral or memorial service.

An employee's immediate supervisor will make every effort to give the employee additional days off as needed utilizing paid time off or excused absence days.

Section 3. Payment for each day of bereavement leave as defined in Section 2. will be equivalent to the regular rate of pay the employee would have received if the employee would have worked the excused shifts.

Section 4. In the event of the death of the employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandparents of spouse/domestic partner, step-grandparents, stepmother-in-law, or stepfather-in-law a bereavement day for the funeral or memorial service will be given.

Article 39 Disability

Section 1. Employees who become disabled by a non-occupational injury or illness are entitled to the benefits outlined in the New York State Disability Benefits Law (NYSDBL) and the terms of this Agreement.

Section 2. All employees, except for high school students, are eligible for disability benefits under the NYSDBL after working four (4) consecutive weeks.

Section 3. All employees will follow the procedure outlined below in filing a disability claim and in qualifying for benefits:

- a.) An employee must be under the care of a health care provider (as defined in the NYSDBL) who certifies that the employee is unable to work due to an injury or illness that did not arise out of, or in the course of employment.
- b.) The employee must notify his/her manager that he/she is disabled and unable to report to work. The employee must then call in the claim to the disability claims administrator within forty-eight (48) hours from when the disability is reported to the manager. The disability claims administrator will send to the employee a disability claim package.
- c.) If an employee is certified as medically disabled by his/her medical doctor and the employee is not eligible for NYSDBL because he/she has utilized the statutory limit of twenty-six (26) weeks in the previous fifty-two (52) week period, the employee will be allowed to utilize his/her ESB while absent from work. The Employer will contribute the Employer's share towards the employee's health insurance for fifty two (52) cumulative weeks, regardless of the number of claims within the previous seventy eight (78) weeks.

- d.) It is the responsibility of the disability claims administrator to keep the employee updated on the claim status and any need for further medical documentation.
- e.) The employee and the employee's health care provider must supply all requested information to the disability claims administrator in order for the employee to receive NYSDBL benefits.
- f.) During the period of disability, the employee's wages will come from two (2) sources:
 - 1.) under the NYSDBL benefits, the employee will receive payments equal to fifty percent (50%) of his/her average weekly wage, up to the maximum benefit provided for by law. The average weekly wage is based on the last eight (8) weeks of employment immediately before the disability occurs. Benefits will be paid for a maximum of twenty-six (26) weeks of disability in a fifty-two (52) week period; and
 - 2.) from Kaleida Health as outlined in Section 4. below.
- g.) There is a seven (7) day waiting period including weekends, during which no benefits will be paid. Benefit rights begin on the eighth (8th) consecutive day of disability.
- h.) Disability benefit payments will be mailed to employees directly from the insurance company and will be subject to Social Security, Medicare and withholding taxes. The first payment will arrive within four (4) business days after the fourteenth (14th) day of disability or four (4) business days after the receipt of the claim, whichever is later.
- i.) Employees who receive NYS disability payments are responsible for reporting benefits paid as taxable income. The disability claims administrator will send a form W-2 stating the amount of taxable benefits paid to each employee who received disability payments during the year.
- j.) The Employer or the disability claims administrator may require employees who are claiming disability benefits to submit to a medical examination by a health care provider designated by the Employer. Such examinations will be paid for by the Employer. If an employee does not notify the disability administrator of his/her inability to attend the scheduled exam, he/she will be responsible for the actual cost of the missed appointment or twenty-five dollars (\$25.00), whichever is less.
- k.) If an employee's disability satisfies the requirements of both the Family and Medical Leave Act (FMLA) and the NYSDBL, the time spent on disability will count toward the employee's twelve (12) weeks of annual leave under the FMLA. Employees' contractual rights under the FMLA are outlined in Article 35, Leave of Absence/Family and Medical Leave.
- l.) An employee will not be eligible to receive NYSDBL benefits or supplemental PTO/ESB pay while working for another employer or working in a business

owned by the employee or conducting any union business for which pay is received.

Section 4. An Extended Sick Bank (ESB) will be established and long term sick time accrued as per Article 26, entitled Paid Time Off. Time in the ESB is intended to provide income to employees during periods of disability, including the seven (7) day waiting period referred to in Section 1. above, who qualify for benefits under NYSDBL or who have an illness or injury certified by the employee's medical doctor.

- a.) ESB payments will be processed and distributed for disabled employees on a bi-weekly basis.
- b.) There is no limit in the amount of time that can be accumulated in the ESB during the employee's service with Kaleida Health.
- c.) The Employer will pay the difference between the employee's regular base rate of pay (including shift differential and premium rate due, e.g. weekend pay or multi-site float pool pay) and the actual amount paid to the employee under the NYSDBL up to the limit of the employee's ESB.
- d.) When the actual period of disability exceeds the limits set by NYSBDL, the disabled employee has the option of utilizing his/her PTO once his/her ESB has been exhausted and as outlined in Article 26, Paid Time Off.
- e.) Long term sick leave accumulation is reduced from the ESB as follows:
 - 1.) one (1) day for each day paid for by the Employer where illness or injury is not covered by New York State Disability Insurance; or
 - 2.) after disability payments begin, employees may use ESB hours to supplement benefits up to the amount of their regular weekly pay.
- f.) The exception to e.) above will be for Buffalo General Hospital RN, TCC and Service bargaining units where long-term sick leave accumulation is reduced from the ESB, as follows:
 - 1.) one (1) day for each day paid for by the Employer where illness or injury is not covered by New York State Disability Insurance; or
 - 2.) one-half (½) day for each day paid for jointly by the Employer and New York State Disability Insurance.

THIS EXCEPTION WILL ONLY APPLY TO EMPLOYEES WHO ARE MEMBERS OF THE BARGAINING UNITS IN QUESTION PRIOR TO JUNE 1, 2005.

If an employee depletes his/her ESB during an approved period of disability, the employee will be entitled to use any available hours in his/her paid time off bank, to supplement NYSDBL benefits up to the amount of his/her regular weekly pay.

Section 5. While an employee is disabled, the Employer will continue to contribute the Employer's share toward the employee's benefits outlined in the Agreement for a period of , fifty

two (52) cumulative weeks as defined in section 3 c.) above. Employees are responsible for paying the employee portion of these benefits.

Section 6. If an employee is still disabled after the benefits provided under the NYSDBL expire, the employee will continue to be classified as disabled as long as the disability continues to be certified by the employee's medical provider for up to an additional twenty-six (26) cumulative weeks, as defined in section 3 c.) above. For purposes of this section, eligibility for the extended period of disability (i.e. the twenty-six (26) weeks provided beyond state law) shall be based on a look back period which will not exceed seventy-eight (78) weeks. If the disability will continue after the fifty-two (52) cumulative week limit as outlined above, the employee may apply for one (1) leave of absence for a period not to exceed six (6) months. During a personal leave of absence for the employee's disability, the employee may use ESB as stated in Section 4. of this article. The Employer will continue to contribute to the basic life insurance coverage only and employees must pay the full cost of any other benefits they wish to continue during the personal leave of absence.

Section 7. An employee who is preparing to return to work following a disability will follow the procedure outlined below:

- a.) The employee's health care provider must submit documentation to the Employer's disability claim administrator of the employee's ability to return to work.
- b.) The employee may be required to pass a fit-for-duty examination by the Employer's Employee Health Department prior to being authorized to return to work. Such fit for duty examination will be scheduled and completed within three (3) business days of the provided medical certification allowing the employee to return to work.
- c.) If the employee has any restrictions on regular duties, or with his/her hours of work, Integrated Absence will be notified and will work with the manager to view the employee's return to work in conjunction with Article 34, Transitional Return to Work Program, with the Americans with Disabilities Act (ADA), or with the Family and Medical Leave Act (FMLA).
- d.) If an employee does not return to active status or apply for an unpaid leave of absence by the date the employee's health care provider releases the employee to return to active work status, or by the end of the fifty-second (52nd) cumulative week of disability within the previous seventy eight (78) weeks, the employee will be considered to have resigned from active employment consistent with Article 50, Seniority, Section 3.
- e.) When employees are certified as able to return to work, they will return to the position they held prior to their disability.

Section 8. If an employee's claim for disability is rejected or not paid by the Employer's third party administrator, the employee may appeal that decision to the New York State Workers' Compensation Board's Division of Disability. A Notice of Rejection form (Form DB-

451) will be sent to the employee. The employee must complete the reverse side of the Notice of Rejection and mail it within twenty-six (26) weeks to the Disability Benefits Bureau (address is included on the Notice of Rejection).

Article 40

Workers' Compensation

Section 1. Any employee, that sustains an injury or illness arising out of or in the course of employment are entitled to the benefits outlined in the New York State Workers' Compensation Law (NYSWCL) and this Agreement.

Section 2. The procedure to follow after a workplace injury or illness occurs includes the following:

- a.) An employee must be under the care of a health care provider who certifies that the employee is unable to work due to an injury or illness that did arise out of or in the course of employment. The employee will be required to report to the Corporate Employee Health office for an evaluation as soon as practical with a target of three (3) business days from the occurrence leading to the work related injury/illness, it being understood that such evaluation will not be part of the process for reporting a Worker Compensation claim to the Worker Compensation carrier. If the employee has his/her own provider for the Workers' Compensation injury/illness, then Employee Health will not be considered the treating physician.
- b.) The employee must notify his/her manager of the workplace injury/illness as soon as possible, but no later than thirty (30) days as per NYSWCL. The supervisor on duty will be responsible to complete the supervisor's investigative report along with the employee via STARS web application or an incident report when STARS is not available. The employee will be provided with a copy of the STARS report at that time.
- c.) The employee must notify his/her manager or designee as soon as possible if his/her injury is disabling and he/she is unable to work. The manager will report the claim to the Integrated Absence Department; within one (1) business day (Monday – Friday) from when the claim is reported. The Integrated Absence Specialist will review and submit the claim to the Workers' Compensation carrier, who will send the employee a workers' compensation claim package.
- d.) When an employee is required to report to the corporate Employee Health office or for an independent medical exam, the cost of transportation will be reimbursed on the basis of the mileage involved and the rate of reimbursement currently in existence.
- e.) The Workers' Compensation claims administrator will keep the employee updated on the claim status and any need for further medical documentation in a timely manner.

Section 3. During the period of Workers' Compensation, the employee's wages will come from two (2) sources:

- a.) the employee will receive statutory payments which currently are equal to two-thirds (2/3) of his/her average weekly wage up to the maximum benefit allowed by law, per week; and
- b.) from Kaleida Health as outlined in Section 4. below.

Section 4. In the event a filing does not qualify for workers' compensation, the employee will be given information to file a disability claim. The Integrated Absence Specialist will work with the employee to provide previously received medical information, if any exists, to the disability administrator for processing. The employee will be paid disability payments as outlined in Article 39 Disability.

Section 5. In the case that the compensable injury or illness results in a workers' compensation disability of more than fourteen (14) days, workers' compensation shall be paid from the first full day of lost time from work. In the case that the compensable injury or illness does not result in more than fourteen (14) days of lost time, there is a seven (7) day waiting period, including weekends, during which no workers' compensation benefits will be paid. Employees are entitled to use Extended Sick Bank (ESB) or Paid Time Off (PTO) during the waiting period. Workers' compensation benefit rights begin on the eighth (8th) day of Workers' Compensation disability. If the employee used PTO for a waiting period and the case becomes a workers' compensation case, the hours will be taken from the ESB and the PTO will be transferred back to the PTO bank. PTO or ESB may be used to supplement workers' compensation payments up to the employee's regular budgeted weekly pay.

Section 6. Workers' compensation payments will be taxed in accordance with existing law.

Section 7. If an employee's workers' compensation disability satisfies the requirements of both the Family and Medical Leave Act (FMLA) and NYSWCL, the time spent on Workers' Compensation will count toward the employee's twelve (12) weeks of annual leave under the FMLA. Employees' contractual rights under the FMLA are outlined in Article 35, Leave of Absence/Family Medical Leave.

Section 8. An Extended Sick Bank (ESB) will be established and long-term sick time accrued as per the Paid Time Off article. Time in the ESB is intended to provide supplemental income to employees who qualify for benefits as outlined in Section 3. of this Article.

- a.) ESB payments will be processed for disabled employees on a bi-weekly basis.
- b.) There is no limit in the amount of time that can be accumulated in the ESB during the employee's service with Kaleida Health.
- c.) The Employer will pay the difference between the employee's regular basic rate of pay including shift differential and the actual amount paid to the employee under the NYSWCL, up to the limit of the employee's ESB.
- d.) Long term sick leave accumulation is reduced from the ESB as follows:

- 1.) after workers' compensation payments begin, employees may use ESB hours to supplement benefits up to the amount of their regular weekly pay; or
 - 2.) for use during periods of workers' compensation resulting in an absence of less than seven (7) days.
- e.) The exception to c.) above will be for Buffalo General Hospital RN and TCC bargaining units where long term sick leave accumulation is reduced from the ESB as follows:
- 1.) one (1) day for each day paid for by the Employer where illness or injury is not covered by workers' compensation;
 - 2.) one-third (1/3) day for each day paid for jointly by the Employer and workers' compensation.

THE EXCEPTION SET FORTH HEREIN SHALL ONLY APPLY TO EMPLOYEES WHO ARE MEMBERS OF THESE BARGAINING UNITS PRIOR TO JUNE 1, 2005.

If an employee depletes his/her ESB during an approved period of disability, the employee will be entitled to use any available hours in his/her paid time off bank to supplement workers' compensation benefits up to the amount of their regular weekly benefits.

Section 9. While the employee is on workers' compensation, the Employer will continue to contribute the Employer's share toward the employee's benefits outlined in this Agreement for a period of fifty-two (52) cumulative weeks per claim. The cumulative look back period will not exceed one hundred and four (104) weeks per claim. Employees are responsible for paying the employee portion of these benefits. As long as an employee is receiving payments from the ESB or PTO bank, the employee's share of benefit premiums will be deducted from those payments. After ESB and PTO payments cease, the employee will be required to submit payments each pay period. The employee will continue to be classified as disabled as long as the disability continues to be certified by the Workers' Compensation Board up to the seventy-eight (78) cumulative week limit per claim. If an employee is still disabled after the seventy-eight (78) week period expires, the employee may apply for one (1) leave of absence for a period not to exceed six (6) months. During a personal leave of absence for the employee's disability, the employee may use ESB up to the employee's regular weekly pay. The Employer will continue to contribute to the basic life insurance coverage only and employees must pay the full cost of any other benefits they wish to continue during the personal leave of absence.

Section 10. An employee who is cleared to return to work by his or her provider will follow the procedure outlined below:

- a.) An employee must produce certification from a health care provider that the employee is able to return to work and resume the full responsibility of his/her position. The certification must be submitted to the Employer's Workers' Compensation disability claims administrator.

- b.) The employee may be required to pass a fit for duty examination by the Employer's Employee Health Department prior to being authorized to return to work. Such fit for duty examination will be scheduled and completed within three (3) business days of the provided medical certification allowing the employees to return to work.
- c.) If the employee has any restrictions that make him/her unable to perform his/her regular duties or his/her regular hours of work, the employee's manager will be notified and the manager will review the employee's return to work in conjunction with Article 34, Transitional Return to Work, with the Americans with Disabilities Act (ADA), or the Family and Medical Leave Act (FMLA).
- d.) If there is no work on the employee's unit/department, the Employer will keep a current list of restricted duty jobs that are available throughout the system. It is understood that the injured employee will not be replacing another bargaining unit member.
- e.) If the employee does not or is unable to return to work after his/her work related injury/illness or apply for an unpaid leave of absence by the date the employee's health provider releases the employee to return to active work status, or by the end of the seventy-eighth (78th) consecutive week of a period of absence for a work related injury/illness, the employee will be considered to have resigned from active employment consistent with Article 50, Seniority, Section 3.
- f.) If an employee is classified for Transitional Return to Work and no work is available at Kaleida Health he/she may work outside Kaleida Health, within the limits of the restrictions noted, and, if so, may not be terminated.

The new Section 11. below is for clarification purposes and coordination with Article 34.

Section 11. If there is a disagreement between the employee's attending physician and the Employer in regard to ability to the employee's return to work the parties agree to the selection of an independent third party review that will be considered a final and binding medical determination as to the employees ability to return to work under the provisions of this Article.

This third party medical review will be performed at the expense of the Employer and shall be conducted as a fitness for duty and / or functional capacity medical exam by a medical provider mutually selected by the employee's physician and the Employee Health Department or its representatives as soon as possible, but not longer than thirty (30) days from the date the disagreement was identified.

In the event the employee is determined by the independent third party to be able to return to work under the provisions of this Article and the employee fails to do so, the employee shall be considered to have broken seniority pursuant to the provisions of Article 50 of this Agreement. When an employee is certified by his/her provider to return to work at full capacity, he/she will be returned to the position he/she held prior to their workplace injury/illness.

Article 41
Employee Assistance Program

Section 1. Recognizing that the health and well-being of its employees and their families is vital to the success of Kaleida, an Employee Assistance Program (EAP) shall be established and maintained by the Employer. The EAP will provide responsible, confidential assistance to employees experiencing personal problems including alcoholism, drug dependency and mental health issues, which may adversely affect their job performance, work schedules and attendance. There shall be no cost to the employee.

Section 2. A corporate Employee Assistance Program Committee will consist of a proportionate number of Employer representatives and employees represented by the Unions as follows: three (3) Representatives from CWA and three (3) Representatives from SEIU. The committee will meet quarterly to:

- a.) generate a climate to eliminate the effects of the social stigma associated with mental disorders, alcoholism and drug dependency and other personal problems which act as a barrier to employees and their family members seeking help;
- b.) assure confidentiality in working with employees and their families;
- c.) assist in the development of educational and informational materials;
- d.) develop an internal union advocacy program; and
- e.) review the usage patterns and policy reinforcement in a manner that protects employee confidentiality requirements.

Section 3. The decision to participate in the EAP is voluntary and the personal responsibility of the employee. At no time shall any employee be required to use EAP as a condition of employment except when entered into a "last chance" agreement.

Section 4. Employees who are told by the Employer in writing that they are terminated due to alcohol or drug abuse shall continue to receive the benefits provided in this Article for a period of two (2) consecutive months following such termination.

Section 5. No employee will be required to submit to any type of laboratory work unless such work is mandated by state and/or federal law.

Article 42
New York Paid Sick Leave Law

The Employer and the Unions acknowledge the requirements of the New York Paid Sick Leave Law, N.Y. Labor Law § 196-b, and that the terms and conditions of this Agreement provide, in total, at least comparable benefits for bargaining unit employees in the form of leave, compensation, and other employee benefits. Such comparable benefits include, but are not limited to, those set forth in Articles 12, 22, 26, 34, 35, 38, 39, 40, 63, 64, 65 and 82, and those Articles, Appendices and Memoranda of

Understanding throughout this Agreement concerning employee wages and other compensations earned.

Article 43
1199/SEIU League Training and Upgrading Fund

Section 1. The Employer and SEIU will work together to support education and training programs for all eligible full-time and part-time employees in the Kaleida Health SEIU bargaining units through the 1199/League Training and Upgrading Fund.

- a.) Effective March 1, 2013, the Employer shall contribute monthly to the Training Fund an amount equal to three quarters per cent (3/4%) of the gross payroll of the Employer's SEIU bargaining unit employees for the preceding month, exclusive of amount earned by the employees during the first two (2) months following the beginning of their employment. The monthly contributions shall be due by the last business day of each month and the amount of each monthly payment shall be based on the previous month's payroll.
- b.) Contributions so received shall be used to design, develop, implement, and evaluate training and education programs as the Trustees of the Fund may from time to time determine.
- c.) The Training Fund shall be administered by a Board of Trustees composed of an equal number of union and employer trustees.
- d.) The Trustees of the Training and Upgrading Fund will work to secure grant funding from public and private sources to supplement the funds provided through this collective bargaining agreement.

Section 2. Effective June 1, 2021, the Employer shall contribute monthly to the Training Fund an amount equal to three quarters per cent (3/4%) of the gross payroll of all of the CWA bargaining unit employees covered under this agreement for the preceding month, exclusive of amount earned by the employees during the first two (2) months following the beginning of their employment. The monthly contributions shall be due by the last business day of each month and the amount of each monthly payment shall be based on the previous month's payroll. It is understood that, subject to the terms of the fund, the employees in the CWA bargaining units shall be entitled to all of the benefits from the training fund, that are available to the SEIU represented employees.

Article 44
Infectious Disease State of Emergency Preparedness

Section 1. In the event that the Employer becomes aware of an infectious disease state of emergency in Western New York, Erie County, Niagara County or statewide the Employer will notify the Unions. The parties agree that the health and safety of the employees is of the utmost importance. The Employer will observe and comply with all local, state and federal laws related

to infectious disease State of Emergency as well as NYSDOH requirements and CDC requirements.

Section 2. Within sixty (60) days of the ratification of this Agreement, the parties will form a sub-committee of the Health Safety Committee, entitled the Infectious Disease Steering Committee (IDSC). The members of the IDSC will consist of the Employer's Director of Emergency Preparedness and Director of Employee Health or designees to co-chair, Nursing and a subset of the members of the Health and Safety Committees including the Unions' Health and Safety Directors, and three (3) additional members from each Union.

The IDSC will be responsible for the debriefing and review of practices and protocols related to the COVID-19 pandemic at all Employer sites, including but not limited to:

- a.) a determination of what worked, what didn't work;
- b.) trauma-related mental health needs;
- c.) benchmarks for determining a return to non-pandemic protocols;
- d.) the review and modification of the Kaleida Health Emerging Infectious Disease Pandemic Plan as needed; and
- e.) make recommendations of protocols related to any new incident of a disease.

Representatives from the Department of Nursing will be on the sub-committee. The IDSC will continue to meet until the work outlined in this Section 2. has been completed.

Section 3. The IDSC will also review practices and make recommendations for providing employees with a safe work environment during an infectious disease State of Emergency. These recommendations may include, but are not limited to the following:

- a.) Practices and procedures concerning the screening of employees for infectious disease symptoms including employee self-monitoring;
- b.) Strategies for communicating infectious disease prevention precautions;
- c.) Strategies for implementing infectious disease prevention protocols, including specimen collection, triaging and transporting of patients and discontinuation of isolation precautions;
- d.) Assessment and monitoring of personal protective equipment (PPE) availability and inventory, along with other safety-related preparedness;
- e.) Staff recommendations pertaining to potential process and work environment adjustments to enhance workplace safety and patient care, consistent with applicable local, state and federal law/regulations;
- f.) Staff education and training, including, when appropriate, drills and exercises, to enhance emergency preparedness;
- g.) Assessment of the mental health needs and concerns of employees relating to or arising from the infectious disease State of Emergency;

- h.) Cleaning and disinfection processes for patient rooms, common areas and high touch areas.

Section 4. Immediately upon notice of infectious disease state of emergency the sub-committee will become re-activated. Once the committee is reconvened, all vacant positions on the committee will be filled. The parties agree to a regular check-in, on a mutually agreed to schedule, but no less than one (1) time per week, during the infectious disease State of Emergency. A standing agenda item during this meeting will include staffing levels and staffing related concerns.

Section 5. Employees with underlying medical conditions, whose health would be jeopardized by working with such patients, have the right to request accommodations in accordance with the Americans with Disabilities Act.

Section 6. Health and Safety Issues: The Employer agrees to maintain a safe and healthy workplace, and to observe and comply with all Local, State and Federal laws related to the infectious disease state of emergency. The health and safety protections selected shall be determined based on the hazards and modes of transmission of the infectious disease.

a.) Personal Protective Equipment:

- 1.) Employees caring for patients with an infectious disease or suspected of having an infectious disease will be provided all required PPE and will not be required to reuse such equipment except under limited conditions as specified by the manufacturer and/or the National Institute for Occupational Safety and Health (NIOSH), or CDC requirements.
- 2.) The Employer will provide the Union, on a weekly basis, a report on the amount of PPE in inventory as well as the rate at which the PPE is being utilized (burn rate). This would include all PPE found in reporting requirements of New York State (NYS). The Employer is required by NYS to have a ninety (90) day supply of designated and unexpired PPE on hand. If at any time, the Employer falls below such levels, it will inform the Union and request its partnership to advocate in support of additional procurement. This report will include the following:
 - i. Respirators, surgical and procedure masks (types, sizes, make/model, manufacturer), gloves, eye protection, face shields, gowns.
- 3.) All of the equipment categorized as PPE will be high quality products and will be of medical quality. Respirators and other PPE such as surgical masks must follow regulatory healthcare standards including NIOSH, OSHA, DOH and FDA.
- 4.) When respirators are required, the Employer will comply with the requirements of the OSHA Respiratory Protection Standard 1910.134, which includes a medical evaluation, fit testing and training. When a new respirator

model is selected, fit testing will be completed prior to employee use as required to ensure for proper fit and utilization of the equipment.

- b.) The Employer will provide all required training and orientation on care of patients with the infectious disease including but not limited to the endemic, epidemic, pandemic plan, the equipment to be utilized and treatments that must be administered as applies to their unit/department. The Employer further agrees to conduct trainings/drills/exercises two (2) times per year to ensure the Employer is prepared for a pandemic. The Employer will contract with the appropriate entities as needed to provide adequate training/drills/exercises (e.g. Hospital Emergency Response Team).
- c.) Employees providing direct patient care or in close contact with the infectious disease patient will be provided with reasonable breaks at least once every two (2) hours during an infectious disease state of emergency.
- d.) Communication systems will be implemented by the Employer to provide the Unions with employee health and safety related information including number of cases per facility, location of infectious disease units, if any, number of infected employees, PPE availability, and other concerns affecting employees.
- e.) The Employer, with input from the Unions, will develop a plan for the monitoring of employee health issues during an infectious disease State of Emergency. The requirements of New York State, OSHA Standards and any applicable local laws will be incorporated into the plan. Monitoring details will be determined by specific infectious disease which may include such things as:
 - Testing for the virus/disease;
 - Temperature taking;
 - Symptom survey;
 - Employee illness and isolation at home;
 - Mental Health and Well-Being;
 - Return to work protocols.
- f.) If the above screening process identifies an infected employee, or an employee reports a positive test result the appropriate notification of Exposure and Quarantine will be provided. The notification process will include:
 - Unit/department employee notification of potential exposure;
 - Notification to the Unions of new cases, including the shift and department; and
 - Quarantine protocols.

Section 7. The Employer will provide Mental Health/Trauma Coverage to all affected staff during an infectious disease State of Emergency as the need arises and at the request of the Union.

Section 8. All employees will be responsible to continue to do their bargaining unit work during an infectious disease State of Emergency.

Section 9. The parties agree that the terms and conditions set forth in Article 73, Health and Safety Committee, shall also apply to this article.

Article 45 Agency/Travel Personnel

Section 1. Agency personnel may be used when:

- a.) all reasonable attempts to fill the open position(s) have failed, including overtime, any applicable bonus payment, use of per diem employees, and offering extra time to full-time, part-time and per diem employees;
- b.) there is an open position for which the Employer has posted a vacancy and is actively recruiting;
- c.) there is an extended leave of absence and all reasonable attempts to cover the leave as outlined in a.) above have been exhausted; or
- d.) the Employer must prepare for planned short term occurrences, including but not limited to a surge plan (eg: influenza).

Section 2. Once Agency personnel are under contract their shift(s) are considered filled and the steps in sections a-d no longer apply.

Section 3. Agency personnel will not be assigned to precept new employees unless there is no qualified employee on the unit or sister unit per the applicable floating grid or there is not a qualified preceptor in the float pool. Agency employees will not be assigned to be in charge unless there is no qualified employee.

Section 4. On a monthly basis, the Employer and the Union shall review the use of Agency/Travel personnel at the monthly Staffing Committee meetings.

Article 46 Nursing Preceptor Program

Section 1. The Union and the Employer recognize that the preceptor program has proven to be a successful method to develop new Registered Nurses or Registered Nurses who transfer to a new position. The preceptor model provides an individualized one on one approach to learning that provides positive educational outcomes in a cost effective manner.

Section 2. A preceptorship format is an organized program in which staff facilitate the development and socialization of newly hired, transferred or upgraded employees to the responsibilities and competencies of their new position.

Section 3. A preceptor is an experienced role model who has received formal training to function in this capacity. He/she works with new or transferred staff (preceptees) to help them master competencies required in their new role. Preceptors support the individual's growth and development for a fixed and limited amount of time. A preceptor has specific preceptor competencies to master and maintain in order to fulfill this role. The decision to develop an employee in the preceptor role is one that is mutually agreed upon by the employee and the manager.

Section 4. Preceptors must complete the preceptor training program and maintain program competencies. It is understood that the preceptor training programs will be developed by the Department of Clinical Education and may be amended by the Department from time to time.

Section 5. It is understood that preceptor pay will be utilized for employees who assume the responsibility of supervising/teaching nursing students provided that the students do not have an instructor on site.

Section 6. All Nurse Practitioner students seeking clinical placement at KH in completion of their program will contact the KH Clinical Education Department for potential placement. Current KH employees will be prioritized for placement. The School Based Health Centers will be included as a site for Nurse Practitioner students.

Section 7. Preceptors will be paid in accordance with Appendix D., Registered Nurse Salaries.

Article 47 Training Program

Section 1. The Union and the Employer recognize that a period of training is required for all newly hired employees, employees that transfer into a new position. This program applies to all Clerical, LPN, Maintenance, Professional, Service and Technical Bargaining units.

Section 2. Excluding Lead and Senior positions whose job descriptions include training responsibilities, individuals assigned to train new or current employees that transfer into a new position or require new or additional training will be designated Trainers. All efforts will be made to have the same title training the new employee. They must complete the Training Program and have their training competencies validated by their manager. The decision to develop an employee in the trainer role is one that is mutually agreed upon by the employee and the manager.

Section 3. The Employer will coordinate with the Clinical Education Department to ensure that the training programs scheduled frequently enough to accommodate the number of employees to be trained. Employees will be assigned to attend the Training Program within one year of the date they are first assigned to train another employee.

Section 4. Members of the Bargaining Units outlined in Section 1 above, excluding Lead and Senior positions whose job descriptions include training responsibilities, will receive training pay for assuming the responsibility of supervising/teaching/training students provided the students do not have an instructor on site.

Section 5. Trainers will be paid an hourly premium for all hours they are assigned the job responsibilities of training a new or transferred employee in accordance with the rates outlined in Appendix A, B, C, E, F and G, Salaries. It is agreed to and understood by the parties that employees will be paid for all hours they are assigned to train whether they have attended class or not.

Article 48 Travel

Section 1. Employees who are required to travel in their personal vehicle, in the performance of routing duties, will be fully reimbursed for:

- a.) parking;
- b.) tolls; and
- c.) automobile mileage at the existing IRS rate.

Section 2. Employer owned vehicles that are provided to employees for use in the performance of their job, shall be properly maintained and on E-Z pass. The Employer shall provide access to a gasoline account for the purpose of refueling the Employer's vehicles.

Section 3. Employees that do not own a personal vehicle and must use either a bus or the subway in the performance of their job, will be fully reimbursed for expenses incurred for use of such public transportation.

Article 49 Domestic Partner

Section 1. A domestic partner will be defined as a person over age 18 who shares living quarters (for a minimum of six [6] months) with another unrelated adult in an exclusive, committed relationship in which the partners are responsible for each other's common welfare and are financially interdependent. To be eligible for the benefits outlined in other provisions of this Agreement, a domestic partner must be specifically listed in the Article and must be registered with the Human Resources Department on a form provided by the Employer.

Article 50

Seniority

Section 1. The term “corporate seniority” shall mean the length of unbroken service of an employee covered by this Agreement beginning with their most recent date of hire by the Employer in any job classification whether or not it is or was in a covered bargaining unit.

Section 2. In addition to corporate seniority, the following employees shall also carry “master agreement seniority” which shall mean the length of unbroken service beginning with their most recent date of transfer into a covered bargaining unit as specified in a.) through e.) below.

- a.) an employee who holds a management position and who enters a covered bargaining unit;
- b.) an employee from a union bargaining unit not covered by the Master Agreement who enters a covered bargaining unit;
- c.) an employee from a non-union position who enters a covered bargaining unit;

Regardless of whether the term corporate seniority or seniority is used in this Agreement, employees with both corporate seniority and master agreement seniority shall use their corporate seniority to determine PTO accrual, pay steps and pay scales where length of service is a factor and master agreement seniority when competing with other employees (e.g., layoffs, recall, job bidding, time off requests, etc.).

Section 3. Both corporate and master agreement seniority shall be lost and an employee shall be terminated when he/she:

- a.) resigns or quits;
- b.) is discharged for cause;
- c.) retires, with or without qualifying for benefits under the Employer’s retirement plan or Social Security;
- d.) refuses to recall from layoff or fails to report from a recall within fourteen (14) calendar days;
- e.) fails to report to work on the date agreed upon for return from a leave of absence;
- f.) is absent for three (3) consecutive regularly scheduled shifts without notification to the Employer unless the employee can prove complete inability to notify the Employer;
- g.) is laid off for a period equal to their length of service, or a maximum of five (5) years;
- h.) is absent due to illness or injury for more than fifty-two (52) consecutive weeks or is absent due to Employer connected illness or injury covered by workers’ compensation for more than seventy-eight (78) consecutive weeks. The Employer will provide an employee on workers’ compensation or disability, four

(4) weeks' written notice by certified mail to the employee's last address of record, that the above periods are due to expire.

Section 4. The Employer shall maintain, at each site that has a Human Resources office, an updated seniority list, which shall be available for inspection by members of the bargaining unit.

Section 5. An employee with at least twelve (12) months of corporate seniority who terminates his or her employment for reasons other than those constituting just cause and is rehired within one (1) year from the date of termination of service shall, after completing twelve (12) months of service, receive his or her original seniority date(s), adjusted for the period of separation; provided that the employee was covered under this Master Agreement prior to termination. An employee who was not covered under this Master Agreement at the time of termination but who had a least twelve (12) months of corporate seniority and who is rehired into a position within this master bargaining unit will be eligible to receive his or her original corporate seniority date as described above but their "master agreement seniority" date will be effective the date that they are re-hired and will not change. Effective for those who return to employment on June 1, 2019 and after, the health and welfare plans and premiums offered to such employees upon receiving their original seniority date adjusted back, will mirror the plan eligibility the employee had at the time they left, subject to Article 33, MOU 3 and provisions of the applicable retirement plan documents.

Section 6. In any instance where seniority is used in this Agreement and two (2) or more employees share the same date the following procedure will be followed:

- a.) The last four (4) digits of each employee's Social Security number will be considered as a whole number; the lowest number is the most senior. For example; Employee A – SSN = 711-04-1501, Employee B – SSN = 325-67-2738 Employee A is senior.
- b.) In the event that the last four (4) digits are equal; add all nine (9) of the number in the SSN and the total lowest number will be most senior.

For Example:

Employee A – SSN = 711-04-1501

Employee B – SSN = 325-67-1501

Then:

Employee A – $7+1+1+0+4+1+5+0+1=20$

Employee B – $3+2+5+6+7+1+5+0+1=30$

Employee A is senior.

Section 7. When an employee covered by this Agreement leaves a covered bargaining unit and takes a non-master union position at Kaleida Health, non-management, non-union position and returns to a bargaining unit position within one (1) year from the date he/she left, shall after completing twelve (12) months of service, receive his or her original seniority date. Effective for those who return to a master bargaining position on June 1, 2019 and after, the health and welfare plans and premiums offered to such employees upon receiving their original master bargaining seniority date adjusted back, will mirror the plan eligibility the employee had at the

time they left, subject to Article 33, MOU 3 and provisions of the applicable retirement plan documents.

Article 51 Layoff and Recall

CWA BGMC/RN

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 74, Job Security/Committee (inclusive of seniority lists by full bargaining unit and cost center);
- b.) before beginning layoff, verify any recent changes with the applicable managers, prior to affecting 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, 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 or vacancy within his/her unit/cost center within the same job title, but to a different category of employment and/or to a different shift (Exception: per diem employees may 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 53, Job Bidding and Transfers;
- h.) part-time employees with seniority who are subject to layoff will have the option to bump the least senior part-time employee who was hired to work the equivalent number of hours. For example: a 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 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.) employees may volunteer to be subjected to layoff, by seniority, in the job title, unit/cost center, category of employment and shift;
- l.) 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) and thirteen (13) hour day, evening and night shifts. Employees subject to layoff will be given their options based on their specified length of shift. 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;
- m.) an employee subject to layoff may select a vacancy in another bargaining unit covered by this Agreement and if qualified, be awarded such position before any external candidate is offered such position at any Step of this process.

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:

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 job title, they shall 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 6: If no such vacancy exists, the employee would be permitted to bump any probationary employee in their category of employment, grade level and shift provided the employee meets the requirements for hiring into that position.
- Step 7: 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, grade 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: If the employee cannot be placed within a position in their category of employment, grade level and shift, they shall be assigned to any vacant position in their category of employment and grade level, provided the employee meets the requirements for hiring into that position.
- Step 9: If no vacancy exists, the employee shall 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 meets the requirements for hiring into the position.
- Step 11: If the employee cannot be placed in their category of employment, grade level, they shall be offered to bump the least senior employee in any category of employment, grade level, provided they meet the requirements for hiring into that position. The laid off employee may bump the least senior employee in any job title within his / her grade level provided he/she are qualified. If the laid off employee does not have the qualification for that job he/she may move up and bump the next least senior employee until he/she meets that job qualification regardless of job title within his/her grade level. The word “offered” means the employee can’t be forced but can opt to go to Step 12.
- Step 12: If the employee cannot be placed within a position in their grade level by Step Eleven (11) above, then the above Steps five (5) through Eleven (11) shall 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 shall have all 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 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, 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. Recall Process:

- a.) 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.
- b.) Following refusal of the two (2) offers referenced in a.) above, the employee will continue to have recall rights to a position in his/her job title, category of employment and shift (exact match).
- c.) Once an employee has refused an exact match offer (category of employment, job title and shift) that employee will have voluntarily severed ties with the Employer and be terminated.

Section 9. Recalls from layoff will be given through direct telephone contact with the employee, or if the employee is unavailable, 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.

CWA BGMC/PROF

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 74, Job Security (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 affecting 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 or vacancy within his/her unit/cost center within the same job title, but to a different category of employment and/or to a different shift, (exception: per diem employees 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 53, Job Bidding and Transfers;
- h.) part-time employees with seniority who are subject to layoff will have the option to bump the least senior part-time employee who is hired to work the equivalent number of hours. For example: a 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;
- l.) 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) and thirteen (13) hour day, evening and night shifts. Employees subject to layoff will be given their options based on their specified length of shift. 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.
- m.) an employee subject to layoff may select a vacancy in another bargaining unit covered by this Agreement and if qualified, be awarded such position before any external candidate if offered such a position at any Step of this process.

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, provided the employee meets the requirements for hiring into that position.

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 meets 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.

Once an employee in the title of “Lead or Senior” reaches the point in the layoff procedure where placement in a position cannot be accomplished in the same “job title”, or “job title” is no longer a requirement in the available options, said employee shall have the option to move down to the job title in which they were a Lead or Senior in accordance with the steps above and provided their seniority is higher than the least senior employee, if a bump is to occur.

The Employer will decide in all cases whether there is 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 Employee 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. Recall Process:

- a.) 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.
- b.) Following refusal of the two (2) offers referenced in a.) above, the employee will continue to have recall rights to a position in their job title, category of employment and shift. (exact match).
- c.) Once an employee has refused an exact match offer (category of employment, job title and shift) that employee will have voluntarily severed ties with the employer and be terminated.

Section 9. Recalls from layoff will be given through direct telephone contact with the employee, or if the employee is unavailable, 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.

CWA BGMC/TCC

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 74, Job Security (inclusive of seniority lists by full bargaining unit and cost center);

- b.) before beginning layoff, verify any recent changes with the applicable managers, prior to affecting 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, unit/cost center and shift in which a layoff is to occur will be terminated prior to any regular employee in that job;
- e.) an employee with seniority who is subject to layoff will have the option of a bump or vacancy within his/her unit/cost center within the same job title, but to a different category of employment and/or to a different shift; (Exception: per diem employees may 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 53, Job Bidding and Transfers;
- h.) part-time employees with seniority who are subject to layoff will have the option to bump the least senior part-time employee who was hired to work the equivalent number of hours. For example: a 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 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.) employees may volunteer to be subjected to layoff, by seniority, in the job title, unit/cost center, category of employment and shift;
- l.) 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 (12), twelve and one-half (12½) and thirteen (13) hour day, evening and night shifts. Employees subject to layoff will

be given their options based on their specified length of shift. 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; and

- m.) an employee subject to layoff may select a vacancy in another bargaining unit covered by this Agreement and if qualified, be awarded such position before any external candidate is offered such position at any Step of this process.

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:

- 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.
- Step 6: If no such vacancy exists, the employee would be permitted to bump any probationary employee in their category of employment, in the same job title in the bargaining unit.
- Step 7: 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 in the bargaining unit.

- Step 8: If the employee cannot be placed within their job title, then they shall 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 shall bump any probationary employee in their category of employment, grade level and shift, 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, grade level and shift, 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 shall 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 laid off employee may bump the least senior employee in any job title within his/her grade level provided they are qualified. If the laid off employee does not have the qualification for that job he/she may move up and bump the next least senior employee until he/she meets that job qualification regardless of job title within his/her grade level. 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) shall be repeated in the next lower grade level and then to subsequent lower grade levels until placed into a position or laid-off.

* Once an employee in the title of “Lead” reaches the point in the layoff procedure where placement in a position cannot be accomplished in the same “job title”, or “job title” is no longer a requirement in the available options, said employee shall have the option to move down to the job title in which they were Lead in accordance with the steps above and provided their seniority is higher than the least senior employee, if a bump is to occur.

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

Section 3. When an employee is bumped, they shall have all 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. The Master Agreement separates the technical and clerical employees into two (2) separate scales. The Clerical Employee Salaries schedule contains thirteen (13) Grades (C1 – C13) and the Technical Employee Salaries schedule contains twenty-three (23) Grades (T1 – T23). Grades C1 – C13 (steps 5 to step 9) are exactly the same as the hourly rates for T1 – T13

(steps 5 to step 9). Therefore, the options provided to an employee in Steps 8 through Step 12 in Section 2. above, will interpret the term “grade level” to include both the clerical and technical titles in the single grouping.

When providing job options in Steps 8-12 of Section 2 above (where the technical and clerical job titles are combined) technical employees will be offered options within the technical job titles first if there are less senior technical employees within that grade who could be bumped. Comparable clerical jobs that the technical employee may be qualified for will be offered, but the employee will not be mandated to take the position. The employee may then choose to advance to the next step.

Section 6. 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, a response must be provided to the appropriate Human Resources personnel within forty-eight (48) hours of 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 7. The Employer shall give a minimum of seven (7) days’ notice of layoff.

Section 8. When questions arise regarding the ability to perform the work, the burden of proof shall rest with the Union.

Section 9. Recall Process:

- a.) 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.
- b.) Following refusal of the two (2) offers referenced in a.) above, the employee will continue to have recall rights to a position in his/her job title, category of employment and shift (exact match).
- c.) Once an employee has refused an exact match offer (category of employment, job title and shift) that employee will have voluntarily severed ties with the Employer and be terminated.

Section 10. Recalls from layoff will be given through direct telephone contact with the employee, or if the employee is unavailable, 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.

CWA DMP/RN

Section 1. The Employer agrees to give the Union advance notice of its intention to layoff or to eliminate a filled position and afford the Union the reasonable opportunity to discuss the layoff or elimination.

Section 2. An employee affected by a reduction in hours will be considered subject to layoff for the purposes of this Article.

Section 3. The Employer will give the employees at least seven (7) calendar days' notice of the date of the initial layoff.

Section 4. A list of employees targeted for layoff will be provided to the Union along with a list of available job vacancies and a seniority list by full bargaining unit and cost center. Once the layoff procedure is completed, the Employer will provide the Union with a list of positions offered, final placement, subsequently bumped employees and their movement, and so on.

Section 5. Employees may volunteer to be subjected to layoff, by seniority, in the job title, unit/cost center, category of employment and shift.

Section 6. It is understood that, whenever possible, temporary, probationary, and least senior employees, in that order and by job title, will be subject to layoff first.

Section 7. An employee subject to layoff may select a vacancy in another bargaining unit covered by this Agreement and if qualified, be awarded such position before any external candidate is offered such position at any Step of this process.

Section 8. If no vacancy exists in his/her job title, category, and shift, such an employee targeted for layoff may elect a layoff instead of bumping the least senior employee without jeopardizing unemployment benefits, subject to New York State regulations (and where the cost of unemployment to the Employer would not differ).

Section 9. In the event it is necessary to eliminate, reduce, or layoff any employee covered by this Agreement, the Employer will determine:

- a.) the specific shift and category in a job title and work location; or
- b.) the unit closing or multiple reductions within a department; and
- c.) the number of vacancies, temporary and probationary positions in the affected job titles.

Section 10. In instances where the employee is targeted for layoff, the procedure described below shall be followed sequentially. The affected employee must possess both the required qualifications listed on the job description before being allowed to bump another employee. However, a more senior employee who does not possess these skills may, by mutual agreement

by both the Employer and Union, bump a skilled, less senior employee providing that the remaining staff's level of expertise can support this.

In no circumstances shall a part-time employee be mandated to accept another part-time position that would result in a reduction in regularly scheduled hours, provided there are less senior employees with equivalent scheduled hours.

Additionally, any employee possessing qualifications not presently required under current job description shall not be forced to make any of the selections that follow based on such qualifications. (i.e., an RN who possesses ACLS certification).

Section 11. The affected employee may use his/her layoff options in a higher pay grade provided his/her recent experience (defined as within three [3] years) in that higher pay grade was with the Employer and he/she still meets the required qualifications for the position. Such employee shall follow steps b.) through f.) sequentially, substituting "his/her job title" with the higher pay grade job title.

- a.) an employee who is subject to layoff will have the option to bump the least senior employee within his/her cost center within the same job title but to a different category and/or to a different shift. It is understood that before a part-time employee can bump a full-time or flex employee, he/she must eliminate all part-time options on the other shifts.
- b.) assumes any vacancy in his/her job title, category, and shift or the affected employee may also choose any other vacancy, if he/she meets the required qualifications for the position.
- c.) bumps any temporary or probationary employee in his/her job title, category, and shift.
- d.) bumps the least senior employee in his/her job title, category, and shift.
- e.) may bump the least senior employee in his/her job title, or proceeds to step f).
- f.) assumes a vacancy in his/her category and shift in a job title in the same pay grade, unless he/she does not meet the required qualifications of the position.
- g.) bumps any temporary or probationary employee in his/her category and shift in a job title in the same pay grade, unless he/she does not meet the required qualifications of the position.
- h.) bumps the least senior employee in his/her same pay grade, category and shift, unless he/she does not meet the required qualifications of the position.
- i.) may bump the least senior employee in a job title in his/her same pay grade, unless he/she does not meet the required qualifications for the position; or proceeds to step j.
- j.) if no position exists in the same pay grade, the employee targeted for layoff may follow the same sequence in f.) through i.) in successively lower pay grades.

- k.) if no such position exists in the above sequence, the employee targeted for layoff will be laid off.

Section 12. It is understood that an employee shall be offered but not forced into a position in the L scale provided the Employee meets the requirement for hiring into that position at any step of this process in Section 11 above. Employees hired before July 31, 2011 will maintain their current rate of pay should they take a position in Long Term Care on the L Scale as a result of this process. All employees hired after July 31, 2011 will move to the appropriate L Scale if they opt to take a position as a result of this process above.

Section 13. 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 he/she was informed of his/her option(s) if his/her 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 his/her option(s).

Section 14. 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 that requires substantive variations in techniques and procedures utilized in the performance of their job. Failure to complete the trial period (voluntary or involuntary) results in the employee being laid off.

Section 15. In instances of a unit closing or multiple reductions within a department, the sequence outlined in Section 9. will be followed in order of greatest seniority.

Section 16. Any employee bumped out of his/her position as a result of the layoff procedures will then be considered targeted for layoff and follow the sequences outlined in Section 10.

Section 17. Vacancies filled by an employee subject to layoff will not be posted. These and other posted positions for which no employee has been selected and officially informed of the selection may be used by the Employer as a vacant position under this Article.

Section 18. For purposes of this Article, downgraded shall mean a reduction in pay, a change in shift, or a drop in category, including a permanent reduction in regularly scheduled hours. These employees shall have a recall period of twenty-four (24) months as detailed in Section 19 of this Article.

Section 19. Employees laid off or downgraded during the stated recall period, shall be recalled to fill vacancies in order of seniority, starting with the most senior laid off or downgraded employee. Any vacant position in the same or lower grades within the bargaining unit that would bring the affected employee closer to his/her original position (including category, grade, shift and hours of work) shall be offered, unless such employee does not meet the required qualifications of the position.

Section 20. If an employee either accepts or refuses a recall outside of his/her job title, category and shift, the employee will be maintained on the recall list in order of seniority during the stated recall period.

Section 21. Any employee subjected to any step in Section 11 shall have the right to bid on posted positions per Article 53, Job Bidding and Transfers, of the Master Agreement.

Section 22. An employee recalled to a temporary position will be maintained on the recall list by seniority, should a permanent position become available.

An employee recalled to a temporary position will be returned to the previously held downgraded permanent position or returned to layoff, whichever is applicable when the temporary assignment ends. The recall to a temporary position will not affect the stated recall period, as defined in Sections 18 and 19 when the temporary assignment ends.

Section 23. Full-time, flex and part-time employees who indicate a willingness to work on an as needed basis will be placed on the appropriate list and will be called into work in order of their seniority.

Section 24. Recalls from layoff will be given through direct telephone contact with the employee, or if the employee is unavailable, by certified mail to the employee's last known address. Such notice will give the employee at least fourteen (14) calendar days to report to work.

CWA DMP/PROF

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 74, 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 53, Job Bidding and Transfers;
- h.) part-time employees with seniority who are subject to layoff will have the option to bump the least senior part-time employee who is hired to work the equivalent number of hours. For example: a 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;
- l.) an employee subject to layoff may select a vacancy in another bargaining unit covered by this Agreement and if qualified, be awarded such position before any external candidate is offered such position at any Step of this process.

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.

* Once an employee in the title of “Lead or Senior” reached the point in the layoff procedure where placement in a position cannot be accomplished in the same “job title”, or “job title” is no longer a requirement in the available options, said employee shall have the option to move down to the job title in which they were a Lead or Senior in accordance with the steps above and provided their seniority is higher than the least senior employee, if a bump is to occur.

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. For purposes of this Article, downgraded shall mean a reduction in pay, a change in shift, or a drop in category, including a permanent reduction in regularly scheduled hours. These employees shall have a recall period of twenty four (24) months as detailed in Section 8 of this Article.

Section 10. Employees laid off or downgraded during the stated recall period, shall be recalled to fill vacancies in order of seniority, starting with the most senior laid off or downgraded employee. Any vacant position in the same or lower grades within the bargaining

unit that would bring the affected employee closer to his/her original position (including category, grade, shift and hours of work) shall be offered, unless such employee does not meet the required qualifications of the position.

Section 11. Recalls from layoff will be given through direct telephone contact with the employee, or if the employee is unavailable, 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.

CWA DMP/TCCS

Section 1. The Employer agrees to give the Union advance notice of its intention to layoff or to eliminate a filled position and afford the Union the reasonable opportunity to discuss the layoff or elimination.

Section 2. An employee affected by a reduction in hours will be considered subject to layoff for the purposes of this Article.

Section 3. The Employer will give the employees at least seven (7) calendar days' notice of the date of the initial layoff.

Section 4. A list of employees targeted for layoff will be provided to the Union along with a list of available job vacancies and a seniority list by full bargaining unit and cost center. Once the layoff procedure is completed, the Employer will provide the Union with a list of positions offered, final placement, subsequently bumped employees and their movement, and so on.

Section 5. Employees may volunteer to be subjected to layoff by seniority, in the job title, unit/cost center, category of employment and shift.

Section 6. It is understood that, whenever possible, temporary, probationary, and least senior employees, in that order and by job title, will be subject to layoff first.

Section 7. If no vacancy exists in his/her job title, category, and shift, such an employee targeted for layoff may elect a layoff instead of bumping a less senior employee without jeopardizing unemployment benefits, subject to New York State regulations (and where the cost of unemployment to the Employer would not differ).

Section 8. An employee subject to layoff may select a vacancy in another bargaining unit covered by this Agreement and if qualified, be awarded such position before any external candidate is offered such position at any Step of this process.

Section 9. In the event it is necessary to eliminate, reduce, or layoff any employee covered by this Agreement, the Employer will determine:

- a.) the specific shift and category in a job title and work location; or
- b.) the unit closing or multiple reductions within a department; and

- c.) the number of vacancies, temporary and probationary positions in the affected job titles.

Section 10. In instances where the employee is targeted for layoff, the procedure described below shall be followed sequentially. In no circumstances shall a part-time employee be mandated to accept another part-time position that would result in a reduction in regularly scheduled hours, provided there are less senior employees with equivalent scheduled hours.

Additionally, any employee possessing qualifications not presently required under current job description (i.e., a hospital based Nurses Assistant who possesses CNA certification) shall not be forced to make any of the selection that follow based on such qualifications.

The affected employee may use his/her layoff options in a higher pay grade provided his/her recent experience (defined as within three [3] years) in that higher pay grade was with the Employer and he/she still meets the required qualifications for the position. Such employee shall follow steps b.) through f.) sequentially, substituting "his/her job title" with the higher pay grade job title.

- a.) an employee who is subject to layoff will have the option to bump any less senior employee within his/her department/unit and within the same job title but to a different category and/or to a different shift.
- b.) assumes any vacancy in his/her job title, category, and shift or the affected employee may also choose any other vacancy, if he/she meets the required qualifications for the position.
- c.) bumps any temporary or probationary employee in his/her job title, category, and shift.
- d.) bumps any less senior employee in his/her job title, category, and shift.
- e.) may bump any less senior employee in his/her job title, or proceed to step f.).
- f.) assumes a vacancy in his/her category and shift in a job title in the same pay grade, unless he/she does not meet the required qualifications of the position.
- g.) bumps any temporary or probationary employee in his/her category and shift in a job title in the same pay grade, unless he/she does not meet the required qualifications of the position *.
- h.) bumps any less senior employee in his/her same pay grade, category and shift, unless he/she does not meet the required qualifications of the position.
- i.) may bump any less senior employee in a job title in his/her same pay grade, unless he/she does not meet the required qualifications for the position; or proceeds to step j.).
- j.) if no position exists in the same pay grade, the employee targeted for layoff may follow the same sequence in f.) through i.) in successively lower pay grades.

- k.) if no such position exists in the above sequence, the employee targeted for layoff will be laid off.

* Once any employee in the title of “Lead” reached the point in the layoff procedure where placement in a position cannot be accomplished in the same “job title”, or “job title” is no longer a requirement in the available options, said employee shall have the option to move down to the job title in which they were a Lead in accordance with the steps above and provided their seniority is higher than the least senior employee, if a bump is to occur.

Section 11. The Master Agreement separates the technical and clerical employees into two (2) separate scales. The Clerical Employee Salaries schedule contains thirteen (13) Grades (C1 - C13) and the Technical Employee Salaries schedule contains twenty-three (23) Grades (T1 – T23). Grades C1 – C13 (steps 5 to step 9) are exactly the same as the hourly rates for T1 – T13 (steps 5 to step 9). Therefore, the options provided to an employee in f through k in Section 10. above, will interpret the term “grade level” to include both the clerical and technical titles in the single grouping.

When providing job options in Steps f-k of Section 10 above (where the technical and clerical job titles are combined) technical employees will be offered options within the technical job titles first if there are less senior technical employees within that grade who could be bumped. Comparable clerical jobs that the technical employee may be qualified for will be offered, but the employee will not be mandated to take the position. The employee may then choose to advance to the next step.

Job options in Steps f-k of Section 10 above (where the technical and Clerical job titles are combined) for Clerical employees will be offered within the Clerical job titles first if there are less senior clerical employee within that grade who could be bumped. Comparable technical jobs that the clerical employee may be qualified for will be offered, but the employee will not be mandated to take the position. The employee may then choose to advance to the next step.

Section 12. 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 he/she was informed of his/her 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 his/her 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 his/her option(s).

Section 13. It is agreed and understood that employees shall serve a sixty (60) working days 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) results in the employee being laid off.

Section 14. In instances of a unit closing or multiple reductions within a department, the sequence outlined in Section 9. will be followed in order of greatest seniority.

Section 15. Any employee bumped out of his/her position as a result of the layoff procedures will then be considered targeted for layoff and follow the sequence outlined in Section 10.

Section 16. Vacancies filled by an employee subject to layoff will not be posted. These and other posted positions for which no employee has been selected and officially informed of the selection may be used by the Employer as a vacant position under this Article.

Section 17. For purposes of this Article, downgraded shall mean a reduction in pay, a change in shift, or a drop in category, including a permanent reduction in regularly scheduled hours. These employees shall have a recall period of twenty-four (24) months as detailed in Section 17. of this Article.

Section 18. Employees laid off or downgraded during the stated recall period, shall be recalled to fill vacancies in order of seniority, starting with the most senior laid off or downgraded employee. Any vacant position in the same or lower grades within the bargaining unit that would bring the affected employee closer to his/her original position (including category, grade, shift and hours of work) shall be offered, unless such employee does not meet the required qualifications of the position.

Section 19. If an employee either accepts or refuses a recall outside of his/her job title, category and shift, the employee will be maintained on the recall list in order of seniority during the stated recall period.

Section 20. Any employee subjected to any step in Section 10. shall have the right to bid on posted positions per Article 53, Job Bidding and Transfers, of the Master Agreement.

Section 21. An employee recalled to a temporary position will be maintained on the recall list by seniority, should a permanent position become available.

An employee recalled to a temporary position will be returned to the previously held downgraded permanent position or returned to layoff, whichever is applicable when the temporary assignments ends. The recall to a temporary position will not affect the stated recall period, as defined in Sections 16 and 17, when the temporary assignment ends.

Section 22. Full-time, flex and part-time employees who indicate a willingness to work on an "as needed basis" will be placed on the appropriate list and will be called into work in order of their seniority.

Section 23. Recalls from layoff will be given through direct telephone contact with the employee, or if the employee is unavailable, by certified mail to the employee's last known address. Such notice will give the employee at least fourteen (14) calendar days to report to work.

CWA MFSH/RN

Section 1. In the event it is necessary to lay off 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 74, 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 or vacancies 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 grade level in the bargaining unit;
- f.) all positions which become vacant during the layoff procedure will be posted and filled as per Article 53, Job Bidding and Transfers;
- g.) part-time employees with seniority who are subject to layoff will have the option to bump the least senior part-time employee who is hired to work the equivalent number of hours. For example: a 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 grade 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 will be given their options based on their specified length of shift; 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.
- n.) an employee subject to layoff may select a vacancy in another bargaining unit covered by this Agreement and if qualified, be awarded such position before any external candidate is offered such position at any Step of this process.

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. 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 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; grade 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, grade 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, grade 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, grade level and shift, they shall be assigned to any vacant position in their category of employment, grade 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 grade 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, grade 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 grade level, they shall 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: Twelfth, if the employee cannot be placed within a position in their grade level by Step 11 above, then the above Steps 5 through 11 shall 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 vacancy.

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. Recall Process:

- a.) 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.
- b.) Following refusal of the two (2) offers referenced in a.) above, the employee will continue to have recall rights to a position in his/her job title, category of employment and shift (exact match).
- c.) Once an employee has refused an exact match offer (category of employment, job title and shift) that employee will have voluntarily severed ties with the Employer and be terminated.

Section 9. Recalls from layoff will be given through direct telephone contact with the employee, or if the employee is unavailable, 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.

CWA MFSH/PROF

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 74, Job Security/Committee;
- b.) by subjecting to layoff the least senior employee or employees in the job title, cost center and/or laboratory section, category of employment and shift;
- c.) an employee may volunteer to be subject to layoff by seniority, in the job title, cost center and/or laboratory section, category of employment and shift;

- d.) all temporary and then probationary employees in the job title, cost center and/or laboratory section and shift in which a layoff is to occur will be terminated prior to any regular employee in that job title, cost center and/or laboratory section and shift, being subject to layoff;
- e.) an employee with seniority who is subject to layoff will have the option of a bump or vacancy within his/her cost center and/or laboratory section 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 53, Job Bidding and Transfers;
- h.) part-time employees with seniority who are subject to layoff will have the option to bump the least senior part-time employee who is hired to work the equivalent number of hours. For example: a 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;
- i.) when it is necessary to permanently change the number of employees on a shift within a cost center and/or laboratory section, such a change will be made first by requesting volunteers in seniority order from within the cost center and/or laboratory section. 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;
- 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) will result in that employee being laid-off with recall rights not 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) and thirteen (13) hour day, evening and night shifts. Employees subject to layoff will be given their options based on their specified length of shift. 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.) an employee subject to layoff may select a vacancy in another bargaining unit covered by this Agreement and if qualified, be awarded such position before any external candidate is offered such position at any Step of this process.

Section 2. When an employee with seniority is subject to layoff, or has their position an employee may volunteer to be subjected to layoff by seniority, in the job title, cost center and/or laboratory section, category of employment eliminated under Section 1. above, such affected employee will be placed in a position in the bargaining unit in the following sequence:

- Step 1: First, they will 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 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 will be placed as if they were originally subject to layoff 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 laboratory, 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 laboratory, category of employment, job title and shift, provided the employee meets the requirements for that position.
- Step 4: Fourth, if the employee cannot be placed in their laboratory, category of employment, job title and shift, they will 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 laboratory, category of employment, job title and shift they will be assigned to any vacant position in the bargaining unit which is in their category of employment, job title and shift.
- Step 6: Sixth, 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: Seventh, 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: Eighth, 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: Ninth, 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: Tenth, 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: Eleventh, if the employee cannot be placed in their category of employment and grade level, they may 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 “may” 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 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.

* Once an employee in the title of “Lead or Senior” reached the point in the layoff procedure where placement in a position cannot be accomplished in the same “job title”, or “job title” is no longer a requirement in the available options, said employee shall have the option to move down to the job title in which they were a Lead or Senior in accordance with the steps above and provided their seniority is higher than the least senior employee, if a bump is to occur.

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

Section 3. It is understood, that at each step in the layoff procedure outlined in Section 2. above, employees must meet the requirements for hiring into the position that is under consideration as either a “vacancy” or a “bump”.

Section 4. When an employee is bumped, they will have all the rights of this Article as if they were originally subject to layoff.

Section 5. 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 6. It is understood that the employee’s response must be provided to the appropriate Human Resource personnel within twenty-four (24) hours of the time the employee was informed of their option(s) if the 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 in their job title, category of employment, shift or shift duration, a response must be provided to the appropriate Human Resource personnel within forty-eight 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 7. The Employer will give a minimum of seven (7) days’ notice of layoff.

Section 8. When questions arise regarding the ability to perform the work, the burden of proof will rest with the Union.

Section 9. Recall Process:

- a.) 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.
- b.) Following refusal of the two (2) offers referenced in a.) above, the employee will continue to have recall rights to a position in his/her job title, category of employment and shift (exact match).
- c.) Once an employee has refused an exact match offer (category of employment, job title and shift) that employee will have voluntarily severed ties with the Employer and be terminated.

Section 10. Recalls from layoff will be given through direct telephone contact with the employee, or if the employee is unavailable, 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.

CWA MFSH/TCC

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 74, Job Security/Committee (inclusive of seniority lists by full bargaining unit and cost center);
- b.) by subjecting to layoff the least senior employee or employees in the job title, unit/cost center and 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 or vacancy within his/her unit/cost center within the same job title, but to a different category of employment and/or to a different shift (Exception: per diem employees may only have options to other per diem positions);

- 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 grade level in the bargaining unit;
- f.) all positions which become vacant during the layoff procedure will be posted and filled as per Article 53, Job Bidding and Transfers;
- g.) part-time employees with seniority who are subject to layoff will have the option to bump the least senior part-time employee who is hired to work the equivalent number of hours. For example: a 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 grade 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 rights 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 (12), and twelve and one-half (12½) and 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/department/cost center, category of employment and shift;
- m.) per diem employees subject to layoff may not bump a benefited employee;
- n.) an employee subject to layoff may select a vacancy in another bargaining unit covered by this Agreement and if qualified, be awarded such position before any external candidate is offered such position at any Step of this process.

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:

- 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. 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 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 exist, they would be permitted to bump any probationary employee in their unit/department/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 can’t 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, grade level and shift provided they meet the requirements for hiring into the position.*
- Step 6: Sixth, if no such vacancy exists, they would be permitted to bump any probationary employee in their category of employment, grade level and shift provided the employee meets the requirements for hiring into the position.
- Step 7: Seventh, if there are no probationary employees who may be bumped in Step Six (6) above, then the employees may bump the least senior employee in their category of employment, grade 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 their category of employment, grade level and shift, then they shall 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: Ninth, if no vacancy exists, the employee shall bump any probationary employee in their category of employment, grade level and shift 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 Nine (9) above, then the employee may bump the least senior employee in their category of employment, grade level and shift 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 grade level, they shall 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 laid off employee may bump the least senior employee in any job title within his/her grade level provided he/she are qualified. If the laid off employee does not have the qualification for that job he/she may move up and bump the next least senior employee until he/she meet that job qualification regardless of job title within his /her grade level. (The word “offered” means the employee cannot be forced, but may opt to go to Step 12).

Step 12: Twelfth, if the employee cannot be placed within a position in their grade level by Step Eleven (11) above, then the above Steps Five (5) through Eleven (11) shall be repeated in the next lower grade level and then to subsequent lower grade levels until placed into a position or laid-off.

* Once an employee in the title of “Lead” reaches the point in the layoff procedure where placement in a position cannot be accomplished in the same “job title”, or “job title” is no longer a requirement in the available options, said employee shall have the option to move down to the job title in which they were Lead in accordance with the steps above and provided their seniority is higher than the least senior employee, if a bump is to occur.

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

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 the Section 1. of this Article.

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. The Master Agreement separates the technical and clerical employees into two (2) separate scales. The Clerical Employee Salaries schedule contains thirteen (13) Grades (C1 - C13) and the Technical Employee Salaries schedule contains twenty-three (23) Grades (T1 – T23). Grades C1 – C13 (steps 5 to step 9) are exactly the same as the hourly rates for T1 – T13 (steps 5 to step 9). Therefore, the options provided to an employee in Steps 8 through Step 12 in Section 2. above, will interpret the term “grade level” to include both the clerical and technical titles in the single grouping.

When providing job options in Steps 8-12 of Section 2 above (where the technical and clerical job titles are combined) technical employees will be offered options within the technical job titles first if there are less senior technical employees within that grade who could be bumped.

Comparable clerical jobs that the technical employee may be qualified for will be offered, but the employee will not be mandated to take the position. The employee may then choose to advance to the next step.

Section 6. 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 offered, 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 a waiver of the option(s) and the employee will be laid off.

Section 7. The Employer shall give a minimum of seven (7) days' notice of layoff.

Section 8. When questions arise regarding the ability to perform the work, the burden of proof shall rest with the Union.

Section 9. Recall Process:

- a.) 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.
- b.) Following refusal of the two (2) offers referenced in a.) above, the employee will continue to have recall rights to a position in his/her job title, category of employment and shift (exact match).
- c.) Once an employee has refused an exact match offer (category of employment, job title and shift) that employee will have voluntarily severed ties with the Employer and be terminated.

Section 10. Recalls from layoff will be given through direct telephone contact with the employee, or if the employee is unavailable, 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.

Section 11. Employees on layoff status shall be permitted to continue participation in the Employers health insurance plan so long as he/she pays the full premium expenses and the same shall apply to participants in other group life insurance plans, additionally the time spent while on layoff shall not constitute "a break in service for the retirement plan."

SEIU BUSINESS OFFICE CLERICAL

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 74, Job Security which identifies the least senior employee or employees in the job title, cost center, category of employment and shift;
- b.) employees in the cost center in the identified job title and shift will be offered the opportunity to voluntarily reduce their FTE status by descending seniority. The reduced FTE's will be accepted if they would address the identified need;
- c.) an employee in the identified job title and shift within the cost center may volunteer to be laid off by descending seniority. The voluntary lay off will be accepted if it would address the identified need. Such volunteers will not participate in the layoff process and will immediately be placed on the recall list;
- d.) if the above actions do not reach the identified reduction, external temporary and then probationary employees in the job title, category, 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, category of employment 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 cost center within the same job title, but to a different category of employment and/or to a different shift;
- 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 lay-off 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 lay-off procedure will be posted and filled as per Article 53, Job Bidding and Transfers;
- h.) part-time employees with seniority who are subject to layoff will have the option to bump the least senior part-time employee.
- i.) when it is necessary to permanently change the number of employees on a shift within a cost center, such a change will be made first by requesting volunteers from within the 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;
- j.) it is agreed and understood that the percentage of flexible employees will not be increased in relation to the number of full time employees in any cost center as a result of a layoff;

- k.) it is agreed and understood that employees shall serve up to 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;
- l.) an employee subject to layoff may select a vacancy in another bargaining unit covered by this Agreement and if qualified, be awarded such position before any external candidate is offered such position at any step;
- m.) no employee shall gain in category/status as a result of a layoff.

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:

- Step 1: First, they shall be assigned to any vacant position in the bargaining unit, which is in their category of employment, job title and shift. 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. 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 when the temporary position expires.
- Step 2: Second, 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: 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 within 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.
- Step 5: Fifth 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 and job title.
- Step 6: Sixth if no such vacancy exists, they would be permitted to bump any probationary employee in their category of employment and in the same job title in the bargaining unit.
- Step 7: Seventh, 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 and job title in the bargaining unit.

- Step 8: Eighth if the employee cannot be placed within their job title, then they shall be assigned to any vacant position in their category of employment and grade level provided the employee meets the requirements for hiring into that position.
- Step 9: Ninth, if no such vacancy exists, the employee shall 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: 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 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 that position.
- Step 11: Eleventh, if the employee cannot be placed in their category of employment and grade level, they may bump the least senior employee in any category of employment in their grade level, provided they meet the requirements for hiring into that position.
- Step 12: Twelfth, if the employee cannot be placed in a position in their category of employment and grade level by Step 11 above, the above Step 5 through Step 11 shall 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. When the least senior employee above is bumped, they shall be placed as if they were originally subject to layoff.

Section 3. When the employee is bumped, they shall be moved through the steps in Section 2 above, as if they were originally subject to layoff.

Section 4. The employee may elect a layoff at any Step except Step 1. 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 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 with forty-eight (48) hours of the time the employee was informed of their option(s). Failure to respond within the identified timeframes shall be considered as a waiver of the option(s) and the employee shall 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. Recall Process:

- a.) Employees will be recalled from layoff in order of seniority to an 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. Available positions will be offered simultaneously. No employee shall gain in category/status as a result of a recall. A part time, weekend, or flexible employee may gain in hours or accept a flexible position but may not be offered a full time position. Per Diem employees will be recalled only to Per Diem positions.
- b.) Following refusal of the two (2) offers referenced in a.) above, the employee will continue to have recall rights to a position in his/her job title, category of employment and shift (exact match).
- c.) Once an employee has refused an exact match offer (category of employment, job title and shift) that employee will have voluntarily severed ties with the Employer and be terminated.

Section 9. Recalls from layoff will be given through direct telephone contact with the employee, or if the employee is unavailable, 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.

SEIU BGMC SERVICE AND MAINTENANCE

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 74, Job Security which identifies the least senior employee or employees in the job title, cost center, category of employment and shift;
- b.) employees in the cost center in the identified job title and shift will be offered the opportunity to voluntarily reduce their FTE status by descending seniority. The reduced FTE's will be accepted if they would address the identified need;
- c.) an employee in the identified job title and shift within the cost center may volunteer to be laid off by descending seniority. The voluntary lay off will be accepted if it would address the identified need. Such volunteers will not participate in the layoff process and will immediately be placed on the recall list;
- d.) if the above actions do not reach the identified reduction, external temporary and then probationary employees in the job title, category, 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, category of employment 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 cost center within the same job title, but to a different category of employment, site and/or to a different shift;
- 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 53, Job Bidding and Transfers;
- h.) part-time employees with seniority who are subject to layoff will have the option to bump the least senior part-time employee.
- i.) when it is necessary to permanently change the number of employees on a shift within a cost center, such a change will be made first by requesting volunteers from within the 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;
- j.) it is agreed and understood that employees shall serve up to 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 completed the trial period (voluntary or involuntary) shall result in that employee being laid off;
- k.) an employee subject to layoff may select a vacancy in another bargaining unit covered by this Agreement and if qualified, be awarded such position before any external candidate is offered such position at any Step;
- l.) no employee shall gain in category/status as a result of a layoff.
- m.) it is agreed and understood that the percentage of flexible employees will not be increased in relation to the number of full time employees in any cost center as a result of a layoff.

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: First, they shall be assigned to any vacant position in the bargaining unit, which is in their category of employment, job title and shift. 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. 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 when the temporary position expires.

- Step 2: Second, if no such vacancy exists, they would be permitted to bump any probationary employee in their category of employment, job title, site 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, site and shift.
- Step 4: Fourth if the employee cannot be placed within their category of employment, job title and shift, they shall be offered the option to bump the least senior employee in their job title, site and shift. As per Section 1, l.) no employee shall gain in category/status as a result of a lay off.
- Step 5: Fifth 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, site and job title.
- Step 6: Sixth if no such vacancy exists, they would be permitted to bump any probationary employee in their category of employment and in the same job title in the bargaining unit.
- Step 7: Seventh, 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 and job title in the bargaining unit.
- Step 8: Eighth if the employee cannot be placed within their job title, then they shall be assigned to any vacant position in their category of employment and grade level provided the employee meets the requirements for hiring into that position.
- Step 9: Ninth, if no such vacancy exists, the employee shall 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: 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 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 that position.
- Step 11: Eleventh, if the employee cannot be placed in their category of employment, site and grade level, they may bump the least senior employee in any category of employment in their grade level, provided they meet the requirements for hiring into that position.
- Step 12: Twelfth, if the employee cannot be placed in a position in their category of employment and grade level by Step 11 above, the above Step 5 through Step 11

shall 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. When the least senior employee above is bumped, they shall be placed as if they were originally subject to layoff.

Section 3. When the employee is bumped, they shall be moved through the steps in Section 2 above, as if they were originally subject to layoff.

Section 4. The employee may elect a layoff at any Step except Step 1. 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 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 with forty-eight (48) hours of the time the employee was informed of their option(s). Failure to respond within the identified timeframes shall be considered as a waiver of the option(s) and the employee shall 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. Recall Process:

- a.) Employees will be recalled from layoff in order of seniority to an 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. Available positions will be offered simultaneously. No employee shall gain in category/status as a result of recall. A part time, weekend or flexible employee may gain in hours or accept a flexible position but may not be offered a full time position. Per Diem employees will be recalled only to Per Diem positions.
- b.) Following refusal of the two (2) offers referenced in a.) above, the employee will continue to have recall rights to a position in his/her job title, category of employment and shift (exact match).
- c.) Once an employee has refused an exact match offer (category of employment, job title and shift) that employee will have voluntarily severed ties with the Employer and be terminated.

Section 9. Recalls from layoff will be given through direct telephone contact with the employee, or if the employee is unavailable, 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.

SEIU MFSH SERVICE AND MAINTENANCE

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 74, Job Security which identifies the least senior employee or employees in the job title, cost center, category of employment and shift;
- b.) employees in the cost center in the identified job title and shift will be offered the opportunity to voluntarily reduce their FTE status by descending seniority. The reduced FTE's will be accepted if they would address the identified need;
- c.) an employee in the identified job title and shift within the cost center may volunteer to be laid off by descending seniority. The voluntary lay off will be accepted if it would address the identified need. Such volunteers will not participate in the layoff process and will immediately be placed on the recall list;
- d.) if the above actions do not reach the identified reduction, external temporary and then probationary employees in the job title, category, 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, category of employment and shift, being subject to layoff;
- 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 grade level in the bargaining unit;
- f.) an employee with seniority who is subject to layoff will have the option of a bump within his/her cost center within the same job title, but to a different category of employment and/or to a different shift;
- g.) all positions which become vacant during the layoff procedure will be posted and filled as per Article 53, Job Bidding and Transfers;
- h.) part-time employees with seniority who are subject to layoff will have the option to bump the least senior part-time employee;
- i.) when it is necessary to permanently change the number of employees on a shift within a cost center, such a change will be made first by requesting volunteers from within the 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;

- j.) it is agreed and understood that the percentage of flexible employees will not be increased in relation to the number of full time employees in any cost center as a result of a layoff;
- k.) it is agreed and understood that employees shall serve up to 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 completed the trial period (voluntary or involuntary) shall result in that employee being laid off;
- l.) an employee subject to layoff may select a vacancy in another bargaining unit covered by this Agreement and if qualified, be awarded such position before any external candidate is offered such position at any step.
- m.) no employee shall gain in category/status as a result of a layoff.

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: First, they shall be assigned to any vacant position in the bargaining unit, which is in their category of employment, job title, and shift. If no such vacancy exists, the employee may choose a vacancy in their category of employment or another category with lesser hours in their grade level or lower grade level provided they meet the requirements for hiring into that position. 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 since the temporary position expires. If the employee opts to drop shift as a requirement for placement, they may do so at any step.

Step 2: Second, 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: 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 within their category of employment, job title and shift, they shall be offered the option to bump the least senior employee in their job title, shift and facility. As per Section 1. m.), no employee shall gain in category/status as a result of a lay off.

Step 5: Fifth, 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 and job title.

- Step 6: Sixth, if no such vacancy exists, they would be permitted to bump any probationary employee in their category of employment and in the same job title in the bargaining unit.
- Step 7: Seventh, 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.
- Step 8: Eighth, if the employee cannot be placed within their job title, then they shall be assigned to any vacant position in their category of employment and grade level provided the employee meets the requirements for hiring into that position.
- Step 9: Ninth, if no such vacancy exists, the employee shall 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: 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, 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 that position.
- Step 11: Eleventh, if the employee cannot be placed in their category of employment and grade level, they may bump the least senior employee in any category of employment in their grade level, provided they meet the requirements for hiring into that position.
- Step 12: Twelfth, if the employee cannot be placed in a position in their category of employment and grade level by Step 11 above, the above Step 5 through Step 11 shall 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. When the least senior employee above is bumped, they shall be placed as if they were originally subject to layoff.

Section 3. When the employee is bumped, they shall be moved through the steps in Section 2 above, as if they were originally subject to layoff.

Section 4. The employee may elect a layoff at any Step except Step 1. 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 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 with forty-eight (48) hours of the time

the employee was informed of their option(s). Failure to respond within the identified timeframes shall be considered as a waiver of the option(s) and the employee shall 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. Recall Process:

- a.) Employees will be recalled from layoff in order of seniority to an 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. Available positions will be offered simultaneously. No employee shall gain in category/status as a result of recall. A part time, weekend or flexible employee may gain in hours or accept a flexible position but may not be offered a full time position. Per Diem employees will be recalled only to Per Diem positions.
- b.) Following refusal of the two (2) offers referenced in a.) above, the employee will continue to have recall rights to a position in his/her job title, category of employment and shift (exact match).
- c.) Once an employee has refused an exact match offer (category of employment, job title and shift) that employee will have voluntarily severed ties with the Employer and be terminated.

Section 9. Recalls from layoff will be given through direct telephone contact with the employee, or if the employee is unavailable, 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.

SEIU OCH RN/LPN

Section 1. Order

In the event it is necessary to layoff employees or to eliminate a filled position covered by this Agreement, the following will occur.

- a.) The Union will be notified in accordance with the Master Agreement Article 74, Job Security/Committee which identifies the least senior employee or employees in the job title, cost center, category of employment and shift.
- b.) In instances where the notification involves the combination or the internal movement of services within the bargaining units, a blended list of those affected employees would be presented inclusive of a staffing plan that included affected job titles and combined services. Should the presentation identify departments with different job titles, those differences will be reviewed by the committee for the selection process. When available positions within the effected department(s)

match the identified job title, status and shift of the affected employees, they would be assigned to the position within the effected department(s). Any staff from the departments identified in the presentation, who are not assigned, would have the ability to reduce their FTE or change shift to obtain a position within the staffing plan or follow the below steps. Staff may not gain in status during this process.

- c.) Employees in the clinical unit in the identified job title and shift will be offered the opportunity to voluntarily reduce their FTE status by descending seniority. The reduced FTE's will be accepted if they would address the identified need.
- d.) An employee in the identified job title and shift with in the clinical unit may volunteer to be laid off by descending seniority. The voluntary lay off will be accepted if it would address the identified need. Such volunteers will not participate in the layoff process and will immediately be placed on the recall list.
- e.) If the above actions do not reach the identified reduction, external temporary employees and probationary employees in the unit/department Job title and shift will be laid off in ascending seniority order.
- f.) Employees working in temporary benefited positions in the affected unit will revert back to their original unit and status.
- g.) Per Diem employees in the identified job title and unit/department will be laid off in ascending seniority order prior to any benefited employees in the clinical unit.
- h.) When it is necessary to permanently change the number of employees on a shift within a cost center, such a change will be made first by requesting volunteers from within the cost center. If there are no volunteers, the least senior employee on the shift to be reduced may choose to be subject to layoff or be transferred to the shift on which additional staffing is needed.
- i.) It is agreed and understood that employees shall serve up to 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.
- j.) Benefited employees in the identified job title in the unit/department and shift will be laid off in ascending seniority order.
- k.) An employee subject to layoff may select an external vacancy in any bargaining unit covered by this Agreement and if qualified, be awarded such position before any external candidate is offered such position at any step.
- l.) No employee shall gain in category/status as a result of a layoff. A part time, weekend or flexible employee may gain in hours or accept a flexible position but may not be offered a full time position.
- m.) Division will be defined by the following for the purpose of this article:

Ambulatory

Pediatric Clinics
Maternal Fetal Medicine
OB/GYN Centers
Perinatal Outreach
Surgical Clinic
Endo-Diabetes

Kidney Center (Stand Alone/Closed)

Infection Control (Stand Alone/Closed)

Child Advocacy Center (Stand Alone/ Closed)

Youth Link (Stand Alone/Closed)

Critical Care

NICU
PICU
ED
CCFP, A, B, C
Neonatal Transport (into NICU) - See Section 14
Stabilization Unit (into ED or PICU) - See Section 14

Maternity

MBU
Labor & Delivery
MFP
Childbirth Education
Lactation
Delivery Team

Pediatrics

Pediatric Units
PFP
Hematology-Oncology Unit
Epilepsy Unit
Clinical Decision Unit (CDU)

Surgical Services

OR
PACU
MPA
Same Day Surgery Unit
Pre Admission Testing

Patient Management

Medical Home Grant
Patient Management

Special Procedures

GI

Radiology

Dermatology

Neurology

Special Procedures

Clinical Educators may bump other Clinical Educators and then to the division containing their area of specialty/expertise (NICU, PICU, ED, PEDS, etc.)

Section 2. Notification

- a.) The Employer will give a minimum of a one week notice of layoff or equivalent compensation to the identified employees.
- b.) Included in the notification will be:
 - 1.) list of meeting dates and times to review options;
 - 2.) list of available vacancies within the job title;
 - 3.) Individual option sheets.

Section 3. Process

- a.) Job selection for affected benefited employees will be made in order of descending seniority.
- b.) All vacant positions that are posted when the affected individuals are notified of layoff will be offered to the affected employee after the internal bidding process has been completed. Employees must meet the minimum qualifications of the vacant position. All positions which become vacant during the layoff procedure will be posted and filled according to Article 53, Job Bidding and Transfers. Affected employees may bid on these positions at any step of the process.
- c.) All affected employees will be required to make their selection in the appointed meeting time.
- d.) For those employees whose revised options require a change in current status or shift, additional time up to a maximum of 24 hours if necessary, will be allowed.
- e.) Employees subject to layoff may choose to be given their options based on their specified shift, rotator vs. non-rotator and length of their primary shift. If their specified shift of work is not available, they will be given their options according to the appropriate primary shift: day, evening or night, shift.

Section 4. Employees displaced by the bumping process will then follow the same process at subsequent meetings.

Section 5. Full Time Employees

Bump the least senior, full time, same unit, different shift, same job title or grade
OR

Bump least senior, full time, same division, same shift, same job grade THEN
Bump the least senior, full time, same division, different shift, same job grade.

If the above does not provide a benefited position then:

Bump the least senior, part time, flexible or weekend, same unit, different shift,
same job title or grade OR

Bump the least senior, part time, flexible or weekend, same division, same shift,
same job grade OR

Bump the least senior, part time, flexible or weekend same division, different
shift, same job grade OR

Bump the least senior, full time, hospital wide, same shift, same job grade THEN
Bump the least senior, full time, hospital wide, different shift, same job grade.

If the above does not provide a benefited position, then:

Bump the least senior, part time, flexible or weekend, Hospital wide, same shift,
same job grade THEN

Bump the least senior, part time, flexible or weekend hospital wide, different
shift, same job grade.

If the above does not provide a benefitted position, then:

Bump the least senior, per diem, same division, same job grade.

If the above does not provide a position, then:

Bump the least senior, per diem hospital wide, same job grade.

Section 6. Flexible Employees

Bump the least senior, flexible, same unit, different shift, same job title or grade
OR

Bump the least senior, flexible, same division, same shift, same job grade THEN
Bump the least senior, flexible, same division, different shift, same job grade.

OR

If the above does not provide a benefited position then:

Bump the least senior, part time or weekend, same unit, same shift, same job title
or grade OR

Bump the least senior, part time or weekend, same unit, different shift, same job
grade OR

Bump the least senior, part time or weekend, same division, same shift, same job
grade OR

Bump the least senior, flexible, part time or weekend, hospital wide, same shift, same job grade THEN
Bump the least senior, flexible, part time or weekend, hospital wide, different shift, same job grade.

If the above does not provide a benefited position, THEN:

Bump the least senior, per diem, same division, same job grade.

If the above does not provide a position, then:

Bump the least senior, per diem hospital wide, same job grade.

Section 7. Part-Time Employees

Bump the least senior, part time, same unit, different shift, same job title or grade OR

Bump the least senior, part time, same division, same shift, same job grade THEN

Bump the least senior, part time, same division, different shift, same job grade.

If the above does not provide a benefited position then:

Bump the least senior, flexible or weekend, same unit, same shift, same job title or grade OR

Bump the least senior, flexible or weekend, same unit, different shift, same job grade OR

Bump the least senior, flexible or weekend, same division, same shift, same job grade OR

Bump the least senior, flexible or weekend, same division, different shift, same job grade OR

Bump the least senior, part time, flexible or weekend, hospital wide, same shift, same job grade THEN

Bump the least senior, part time, flexible or weekend, hospital wide, different shift, same job grade.

If the above does not provide a benefited position then:

Bump the least senior, per diem, same division, same job grade.

If the above does not provide a position, then:

Bump the least senior, per diem hospital wide, same job grade.

Section 8. Weekend Employees

Bump the least senior, weekend , same unit, different shift, same job title or grade OR

Bump the least senior, weekend, same division, same shift, same job grade THEN

Bump the least senior, weekend, same division, different shift, same job grade.

If the above does not provide a benefited position then:

Bump the least senior, part time or flexible, same unit, same shift, same job title or grade OR

Bump the least senior, part time or flexible, same unit, different shift, same job grade OR

Bump the least senior, part time or flexible, same division, same shift, same job grade OR

Bump the least senior, part time or flexible, same division, different shift, same job grade OR

Bump the least senior, flexible, part time or weekend, hospital wide, same shift, same job grade THEN

Bump the least senior, flexible, part time or weekend, hospital wide, different shift, same job grade.

If the above does not provide a benefited position, then:

Bump the least senior, per diem, same division, same job grade.

If the above does not provide a position, then:

Bump the least senior, per diem hospital wide, same job grade.

Section 9. Per Diem Employees

Bump the least senior per diem, same division, same job grade.

If the above does not provide a position, then:

Bump the least senior per diem hospital wide, same job grade.

Section 10. If an employee cannot be placed in a position within their job grade by the above steps, then the above steps shall be repeated in the next lower job grade and then to subsequent lower job grades until placed into a position or laid off.

Section 11. When necessary, the Employer will provide appropriate training and job orientation to their position.

Section 12. A full time, flexible, part time , weekend or per diem employee who exercises the above options and is unsuccessful in obtaining a position may select a vacancy in their own bargaining unit and if qualified be awarded such position before any external candidate is considered for such position.

Section 13. Placement of new clinics/units under Section 1, m.) above will be by mutual agreement.

Section 14. As a result of the significant training required to reach a minimum competency level, employees in the ERN Unit and Neonatal Transport Team STAT and ECMO Teams will be exempt from displacement due to bumping by employees from other units. An ERN displaced

from his/her position may displace the junior ERN in the same ERN clinical unit. The junior ERN who is displaced may displace the junior RN in the Hospital using RN seniority.

Section 15. An RN/LPN will be declared "in a position" when he/she is placed on the schedule for the new unit.

Section 16. This article will not apply to School Health Services employees who are laid off during scheduled School calendar breaks.

Section 17. "Laid off" refers to the status of an employee who has been displaced from his/her position and is not working in a bargaining unit position. "Displaced," refers to the status of an employee who has been displaced from his/her position but is working in a bargaining unit position. "Home Unit" refers to the clinical unit to which an employee held a position and from which the employee has been laid off or displaced.

Section 18. If an employee accepts a position through the bumping process in a different clinical unit, they will continue to have recall right to a position equal to the original position from which they were laid off/displaced for a period equal to their length of service or a maximum of five (5) years.

Section 19. Any employee recalled within the time limits designated will:

- a.) Maintain ESB accumulated prior to such lay off;
- b.) Retain seniority as per Master Agreement;
- c.) Displaced employees within their home unit will retain their recall rights for a maximum of one (1) year.

Section 20. Laid off and displaced employees will be placed on the recall list in order of seniority. As benefited positions become available, they will be offered by seniority. Laid off employees will be recalled to any job title, shift or category. Displaced employees working in the "Home" division will only be recalled to original position. Displaced employees outside of their "home" division will be recalled to a position in any job title, shift or category in that division. No employee shall gain in category/status as a result of a recall. A part time, weekend or flexible employee may gain in hours or accept a flexible position but may not be offered a full time position. It is understood that the employee must meet the minimum qualifications of the position to which they are being recalled. Per Diem employees will be recalled only to Per Diem positions.

Section 21. Recall notification to any displaced or laid off employee will be made by phone. If no contact is made, notice of recall will be sent by certified mail to the laid off employee at their last known address. An employee will have five (5) business days from the date of registered receipt in which to respond. A mutually agreed upon date of return to work will be determined and the employee will be added to the schedule. An employee not responding within five (5) business days or not reporting to work on the agreed upon date will be removed from the recall list.

Section 22. Laid off and displaced employees outside of their home unit will have the option to refuse offered positions in a different job title, category of employment or shift two (2) times during the layoff and displaced period. Following such refusal, the employee will continue to have recall rights to a position equal to the original position from which they were laid off for a period equal to their length of service or a maximum of five (5) years.

Section 23. An employee who voluntarily applies for and accepts a posted position will be removed from the recall list.

Section 24. Orientation and training appropriate to the position will be provided.

Section 25. A displaced or laid off employee who does not accept a recall to their home unit at their prior FTE status and shift will be removed from the recall list.

SEIU OCH NURSE PRACTITIONER

Section 1. Definition of Terms:

- a.) Home Unit is the unit/location where services are provided and employee is regularly assigned.
- b.) Program is an area of similar service provision, different location (i.e. School).
- c.) OCH wide means the entire Nurse Practitioner bargaining unit for OCH.

Section 2. In the event it is necessary to lay off 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 74, Job Security which identifies the least senior employee or employees in the job title, cost center, category of employment and shift;
- b.) employees in the cost center in the identified job title and shift will be offered the opportunity to voluntarily reduce their FTE status by descending seniority. The reduced FTE's will be accepted if they would address the identified need;
- c.) an employee in the identified job title and shift within the home unit/site may volunteer to be laid off by descending seniority. The voluntary lay off will be accepted if it would address the identified need. Such volunteers will not participate in the layoff process and will immediately be placed on the recall list;
- d.) if the above actions do not reach the identified reduction, external temporary and then probationary employees in the job title, category, 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, category of employment, site 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 cost center/home unit within the same job title, but to a different category of employment and/or to a different shift;
- 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 53, Job Bidding and Transfers;
- h.) when it is necessary to permanently change the number of employees on a shift within a cost center, such a change will be made first by requesting volunteers from within the 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.) it is agreed and understood that employees shall serve up to 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;
- j.) an employee subject to layoff may select a vacancy in any bargaining unit covered by this Agreement and if qualified, be awarded such position before any external candidate is offered such position at any Step.
- k.) no employee shall gain in category/status as a result of a layoff. A part time employee could not bump a Full Time Flex.
- l.) it is agreed and understood that the percentage of flexible employees will not be increased in relation to the number of full time employees in any cost center as a result of a layoff.

Section 3. When an employee with seniority is subject to layoff, or has their position eliminated under Section 2. above, such affected employee shall be placed in a position in the bargaining unit in the following sequence:

Step 1: First, they shall be assigned to any vacant position in the bargaining unit, which is in their category of employment, job title, and shift within their home unit and/or program. 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. 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 when the temporary position expires.

- Step 2: Second, if no such vacancy exists, they would be permitted to bump any probationary employee in their category of employment, job title, area of specialty, shift within their home unit or program.
- 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, area of specialty and shift within their home unit or program.
- Step 4: Fourth, if the employee cannot be placed within their category of employment, job title, area of specialty and shift within their home unit or program, they shall be offered the option to bump the least senior employee in their job title, area of specialty and shift within their home unit or program.
- Step 5: Fifth, if the employee cannot be placed within their category of employment, job title, area of specialty and shift within their home unit or program, they shall be assigned to any vacant position in the bargaining unit which is in their category of employment, job title and area of specialty.
- Step 6: Sixth, if no such vacancy exists, they would be permitted to bump any probationary employee in their category of employment, same job title and area of specialty in the bargaining unit.
- Step 7: Seventh, 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, area of specialty in the bargaining unit.
- Step 8: Eighth, if the employee cannot be placed within their job title and area of specialty, then they shall be assigned to any vacant position in their category of employment, area of specialty, and grade level provided the employee meets the requirements for hiring into that position.
- Step 9: Ninth, if no such vacancy exists, the employee shall bump any probationary employee in their category of employment, area of specialty and grade 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 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 that position.

Step 11: Eleventh, if the employee cannot be placed in their category of employment, area of specialty and grade level, they may bump the least senior employee in any category of employment, in their grade level, provided they meet the requirements for hiring into that position.

Step 12: Twelfth, if the employee cannot be placed in a position in their category of employment and grade level by Step 11 above, the above Step 5 through Step 11 shall 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 4. When the employee is bumped, they shall be moved through the steps in Section 3 above, as if they were originally subject to layoff.

Section 5. The employee may elect a layoff at any Step except Step 1. 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 6. It is understood that the employee response must be provided to the appropriate Human Resource personnel within twenty-four (24) hours of 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 with forty-eight (48) hours of the time the employee was informed of their option(s). Failure to respond within the identified timeframes shall be considered as a waiver of the option(s) and the employee shall be laid off.

Section 7. The Employer shall give a minimum of seven (7) days' notice of layoff.

Section 8. Program Options will be defined by mutual agreement between the Hospital and the Union.

Section 9. An employee who exercises the above options and is unsuccessful in obtaining a position will be laid off.

Section 10. A Nurse Practitioner will be declared "in a position" when she/he is placed on the schedule for the new unit.

Section 11. School based Nurse Practitioners are not eligible to bump during school vacation unless school grant is discontinued or the job is eliminated.

Section 12. "Laid off" means the status of an employee who is not working in a bargaining unit position. "Displaced," means the status of an employee who has been displaced from her/his position and is working in a bargaining unit position. "Home Unit means the clinical unit to which an employee is regularly assigned and from which the employee has been laid off or

displaced. If a home unit closes, the employee's home unit is equal to program and position in recall will be filled in seniority order.

Section 13. Employees will be recalled in order of descending seniority to an open position within their job classification within the bargaining unit. Positions in recall will be filled in seniority order. Available positions will be offered simultaneously. Orientation and proper training will be provided to maintain competency. No employee shall gain in category/status as a result of a recall. A part time, weekend or flexible employee may gain in hours or accept a flexible position but may not be offered a full time position. Per Diem employees will be recalled only to Per Diem positions.

Section 14. Recalls will be made by phone call to the laid off or displaced employee at the employee's phone number of record. If the employee is unable to be reached by phone call, then recall will be made by certified mail to the employee's last known address. An employee will have five (5) business days to accept recall after such notification.

Section 15. If the opening is in a different shift, or FTE status, the employee will have the option to refuse such offer any time twice during the layoff period. Following such refusal, the employee will continue to have recall rights to a position from which they were laid off.

Section 16. If the employee accepts a position through the bumping process in a different clinical unit, FTE status or shift, they will continue to have recall rights to a position equal to the original position from which they were laid off for a period equal to the length of their service, or a maximum of five (5) years from the date of displacement.

Section 17. An employee who is not available to report to work within fourteen (14) days of notification or does not respond to notification will be removed from the recall list.

Section 18. A displaced or laid off employee who does not accept a recall to their home unit at their prior FTE status and shift will be removed from the recall list.

Section 19. An employee who voluntarily applies for and accepts a posted position will be removed from the recall list.

Section 20. An employee will remain on recall for a period equal to their length of service or a minimum of 104 weeks, maximum of 5 years.

Section 21. It is understood that any employee recalled within the time limits of recall will not lose sick leave accumulated but unused prior to such layoff and will retain their seniority as per Master Agreement.

Section 22. Once all displaced and laid off employees have been offered recall to their "home unit", then any opening in that clinical unit will be posted and filled per Article 53 - Job Bidding and Transfers.

SEIU OCH PROFESSIONAL

Section 1. Definition of Terms:

- a.) Home Unit - The unit/location (e.g. cost center/department) where services are provided and employee is regularly assigned.
- b.) Program - area of similar service provision, different location.
- c.) OCH Wide - entire professional bargaining unit for OCH.

Section 2. 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 74, Job Security which identifies the least senior employee or employees in the job title, cost center, category of employment and shift;
- b.) employees in the cost center in the identified job title and shift will be offered the opportunity to voluntarily reduce their FTE status by descending seniority. The reduced FTE's will be accepted if they would address the identified need;
- c.) an employee in the identified job title and shift within the home unit may volunteer to be laid off by descending seniority. The voluntary lay off will be accepted if it would address the identified need. Such volunteers will not participate in the layoff process and will immediately be placed on the recall list;
- d.) if the above actions do not reach the identified reduction, external temporary and then probationary employees in the job title, category, 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, category of employment, site and shift, being subject to layoff;
- e.) an employee with seniority who is subject to layoff will have the voluntary option of a bump within his/her cost center/home unit within the same job title, but to a different category of employment, site and/or to a different shift;
- 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 53, Job Bidding and Transfers;
- h.) when it is necessary to permanently change the number of employees on a shift within a cost center, such a change will be made first by requesting volunteers from within the 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 3 below or be transferred to the shift on which additional staffing is needed;

- i.) it is agreed and understood that employees shall serve up to 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;
- j.) an employee subject to layoff may select a vacancy in another bargaining unit covered by the Agreement and if qualified, be awarded such position before any external candidate is offered such position at any Step;
- k.) no employee shall gain in category/status as a result of a layoff. A part time employee could not bump a Full Time Flex.
- l.) it is agreed and understood that the percentage of flexible employees will not be increased in relation to the number of full time employees in any cost center as a result of a layoff.

Section 3. When an employee with seniority is subject to layoff, or has their position eliminated under Section 2. above, such affected employee will be placed in a position in the bargaining unit in the following sequence:

Step 1: First, they shall be assigned to any vacant position in the bargaining unit, which is in their category of employment, job title, and shift within their home unit and/or program. 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. 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 when the temporary position expires.

Step 2: Second, if no such vacancy exists, they would be permitted to bump any probationary employee in their category of employment, job title, area of specialty, shift within their home unit or program.

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, area of specialty and shift within their home unit or program.

Step 4: Fourth, if the employee cannot be placed within their category of employment, job title and shift within their home unit or program, they shall be offered the option to bump the least senior employee in their job title, category of employment and shift (hospital-wide).

- Step 5: Fifth, if the employee cannot be placed within their category of employment, job title and shift (hospital-wide), they shall be assigned to any vacant position in the bargaining unit which is in their category of employment, job title.
- Step 6: Sixth, if no such vacancy exists, they would be permitted to bump any probationary employee in their category of employment, same job title in the bargaining unit.
- Step 7: Seventh, 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, area of specialty in the bargaining unit.
- Step 8: Eighth, if the employee cannot be placed within their job title, then they shall be assigned to any vacant position in their category of employment and grade level provided the employee meets the requirements for hiring into that position.
- Step 9: Ninth, if no such vacancy exists, the employee shall 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: 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 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 that position.
- Step 11: Eleventh, if the employee cannot be placed in their category of employment and grade level, they may bump the least senior employee in any category of employment, in their grade level, provided they meet the requirements for hiring into that position.
- Step 12: Twelfth, if the employee cannot be placed in a position in their category of employment and grade level by Step 11 above, the above Step 5 through Step 11 shall 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 4. When the employee is bumped, they shall be moved through the steps in Section 3 above, as if they were originally subject to layoff.

Section 5. The employee may elect a layoff at any Step except Step 1. 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 6. It is understood that the employee response must be provided to the appropriate Human Resource personnel within twenty-four (24) hours of 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 with forty-eight (48) hours of the time the employee was informed of their option(s). Failure to respond within the identified timeframes shall be considered as a waiver of the option(s) and the employee shall be laid off.

Section 7. The Employer shall give a minimum of seven (7) days' notice of layoff.

Section 8. Program Options will be defined by mutual agreement between the Employer and the Union at the Labor Management Committee.

Section 9. An employee who exercises the above options and is unsuccessful in obtaining a position will be laid off.

Section 10. A Professional will be declared "in a position" when she/he is placed on the schedule for the new unit.

Section 11. This article shall not apply to School Health Services employees who are laid off during school breaks.

Section 12. Definitions:

- a.) "Laid off means the status of an employee who has been laid off from her/ his position and is not working in a bargaining unit position;
- b.) "Displaced" means the status of an employee who has been displaced from her/his position and is working in a bargaining unit position;
- c.) "Home Unit" means the unit (e.g. cost center/department) to which an employee is regularly assigned and from which the employee has been laid off or displaced.

Section 13. Employees will be recalled in order of descending seniority to an open position within their home unit and within their job classification within the bargaining unit. Positions in recall will be filled in seniority order. Available positions will be offered simultaneously. Orientation and proper training will be provided to maintain competency. No employee shall gain in category/status as a result of recall. A part time, weekend or flexible employee may gain in hours or accept a flexible position but may not be offered a full time position. Per Diem employees will be recalled only to Per Diem positions.

Section 14. Recalls to home unit will be given through direct telephone contact with the employee, or if the employee is unavailable, made by certified mail to laid off or displaced employee to employees' last known address. An employee will have five (5) calendar days to accept recall after such notification.

Section 15. If the opening is in a different shift, or FTE status, the employee will have the option to twice refuse such offer any time during the layoff period. Following such refusal, the employee will continue to have recall rights to a position from which they were laid off.

Section 16. If the employee accepts a position through the bumping process in a different clinical unit, FTE status or shift, they will continue to have recall rights to a position

equal to the original position from which they were laid off for a period equal to the length of their service, or a maximum of five (5) years from the date of displacement.

Section 17. An employee who is not available to report to work within fourteen (14) days of notification or does not respond to notification will be removed from the recall list.

Section 18. A displaced or laid off employee who does not accept a recall to their home unit at their prior FTE status and shift will be removed from the recall list.

Section 19. An employee who voluntarily applies for and accepts a posted position will be removed from the recall list.

Section 20. An employee will remain on recall or displaced for a period equal to their length of service or a minimum of 104 weeks, maximum of 5 years.

Section 21. Other positions available to employees will be listed as per the Job Bidding and Transfer Article.

Section 22. It is understood that any employee recalled within the time limits of recall will not lose sick leave accumulated but unused prior to such layoff and will retain then-seniority as per Master Agreement.

Section 23. Once all displaced and laid off employees have been offered "home unit" then any opening in that clinical unit will be, posted and filled per Article 53 Job Bidding and Transfers.

SEIU OCH TECHNICAL

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 74 Job Security which identifies the least senior employee or employees in the job title, cost center, category of employment and shift;
- b.) employees in the cost center in the identified job title and shift will be offered the opportunity to voluntarily reduce their FTE status by descending seniority. The reduced FTE's will be accepted if they would address the identified need;
- c.) an employee in the identified job title and shift within the home unit may volunteer to be laid off by descending seniority. The voluntary lay off will be accepted if it would address the identified need. Such volunteers will not participate in the layoff process and will immediately be placed on the recall list;
- d.) if the above actions do not reach the identified reduction, external temporary and then probationary employees in the job title, category, 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, category of employment, site and shift, being subject to layoff;

- e.) an employee with seniority who is subject to layoff will have the voluntary option of a bump within his/her cost center/home unit within the same job title, but to a different category of employment, site and/or to a different shift;
- 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 53, Job Bidding and Transfers;
- h.) it is agreed and understood that employees shall serve up to 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;
- i.) an employee subject to layoff may select a vacancy in any bargaining unit covered by the Agreement and if qualified, be awarded such position before any external candidate is offered such position at any Step;
- j.) no employee shall gain in category/status as a result of a layoff. A part time employee could not bump a Full Time Flex.
- k.) it is agreed and understood that the percentage of flexible employees will not be increased in relation to the number of full time employees in any cost center as a result of a layoff.

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:

Step 1: First, they shall be assigned to any vacant position in the bargaining unit, which is in their category of employment, job title and shift. 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. 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 when the temporary positions expires.

Step 2: Second, 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: 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 within 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.
- Step 5: Fifth, 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 and job title.
- Step 6: Sixth, if no such vacancy exists, they would be permitted to bump any probationary employee in their category of employment and in the same job title in the bargaining unit.
- Step 7: Seventh, 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 and job title in the bargaining unit.
- Step 8: Eighth, if the employee cannot be placed within their job title, then they shall be assigned to any vacant position in their category of employment and grade level provided the employee meets the requirements for hiring into that position.
- Step 9: Ninth, if no such vacancy exists, the employee shall 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: 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 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 that position.
- Step 11: Eleventh, if the employee cannot be placed in their category of employment and grade level, they may bump the least senior employee in any category of employment in their grade level, provided they meet the requirements for hiring into that position.
- Step 12: Twelfth, if the employee cannot be placed in a position in their category of employment and grade level by Step 11 above, the above Step 5 through Step 11 shall be repeated in the next lower grade level and then to subsequent lower grade levels until placed into a position or laid off.

Section 3. The Employer will decide in all cases whether there is a vacancy. When the least senior employee above is bumped, they shall be placed as if they were originally subject to layoff.

Section 4. The employee may elect a layoff at any Step except Step 1. 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 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 with forty-eight (48) hours of the time the employee was informed of their option(s). Failure to respond within the identified timeframes shall be considered as a waiver of the option(s) and the employee shall 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. Recall Process:

- a.) Employees will be recalled from layoff in order of seniority to an 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. Available positions will be offered simultaneously. No employee shall gain in category/status as a result of a recall. A part time, weekend or flexible employee may gain in hours or accept a flexible position but may not be offered a full time position. Per Diem employees will be recalled only to Per Diem positions.
- b.) Following refusal of the two (2) offers referenced in a.) above, the employee will continue to have recall rights to a position in his/her job title, category of employment and shift (exact match).
- c.) Once an employee has refused an exact match offer (category of employment, job title and shift) that employee will have voluntarily severed ties with the Employer and be terminated.

Section 9. Recalls from layoff will be given through direct telephone contact with the employee, or if the employee is unavailable, 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.

Section 10. Employee will have recall rights as defined in the Master Agreement Article Seniority.

Section 11. This article shall not apply to School Health Services employees who are laid off during school breaks.

SEIU OCH CLERICAL

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 74 Job Security which identifies the least senior employee or employees in the job title, cost center, category of employment and shift;
- b.) employees in the cost center in the identified job title and shift will be offered the opportunity to voluntarily reduce their FTE status by descending seniority. The reduced FTE's will be accepted if they would address the identified need;
- c.) an employee in the identified job title and shift within the department may volunteer to be laid off by descending seniority. The voluntary lay off will be accepted if it would address the identified need. Such volunteers will not participate in the layoff process and will immediately be placed on the recall list;
- d.) if the above actions do not reach the identified reduction, external temporary and then probationary employees in the job title, category, 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, category of employment, site 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 cost center within the same job title, but to a different category of employment and/or to a different shift;
- 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 lay-off 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 lay-off procedure will be posted and filled as per Article 53, Job Bidding and Transfers;
- h.) part-time employees with seniority who are subject to layoff will have the option to bump the least senior part-time employee.
- i.) when it is necessary to permanently change the number of employees on a shift within a cost center, such a change will be made first by requesting volunteers from within the 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;

- j.) it is agreed and understood that employees shall serve up to 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;
- k.) an employee subject to layoff may select a vacancy in another bargaining unit covered by this Agreement and if qualified, be awarded such position before any external candidate is offered such position at any step;
- l.) no employee shall gain in category/status as a result of a layoff.
- m.) it is agreed and understood that the percentage of flexible employees will not be increased in relation to the number of full time employees in any cost center as a result of a layoff.

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:

Step 1: First, they shall be assigned to any vacant position in the bargaining unit, which is in their category of employment, job title and shift. 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. 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 when the temporary positions expires.

Step 2: Second, 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: 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 within 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.

Step 5: Fifth, 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 and job title.

Step 6: Sixth, if no such vacancy exists, they would be permitted to bump any probationary employee in their category of employment and in the same job title in the bargaining unit.

- Step 7: Seventh, 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 and job title in the bargaining unit.
- Step 8: Eighth, if the employee cannot be placed within their job title, then they shall be assigned to any vacant position in their category of employment and grade level provided the employee meets the requirements for hiring into that position.
- Step 9: Ninth, if no such vacancy exists, the employee shall 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: 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 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 that position.
- Step 11: Eleventh, if the employee cannot be placed in their category of employment and grade level, they may bump the least senior employee in any category of employment in their grade level, provided they meet the requirements for hiring into that position.
- Step 12: Twelfth, if the employee cannot be placed in a position in their category of employment and grade level by Step 11 above, the above Step 5 through Step 11 shall 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 the employee is bumped, they shall be moved through the steps in Section 2 above, as if they were originally subject to layoff.

Section 4. The employee may elect a layoff at any Step except Step 1. 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 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 with forty-eight (48) hours of the time the employee was informed of their option(s). Failure to respond within the identified timeframes shall be considered as a waiver of the option(s) and the employee shall 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. Recall Process:

- a.) Employees will be recalled from layoff in order of seniority to an 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. Available positions will be offered simultaneously. No employee shall gain in category/status as a result of a recall. A part time, weekend or flexible employee may gain in hours or accept a flexible position but may not be offered a full time position. Per Diem employees will be recalled only to Per Diem positions.
- b.) Following refusal of the two (2) offers referenced in a.) above, the employee will continue to have recall rights to a position in their job title, category of employment and shift (exact match).
- c.) Once an employee has refused an exact match offer (category of employment, job title and shift) that employee will have voluntarily severed ties with the employer and be terminated.

Section 9. Recalls from layoff will be given through direct telephone contact with the employee, or if the employee is unavailable, 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.

Section 10. This article shall not apply to School Health Services employees who are laid off during school breaks.

SEIU OCH SERVICE AND MAINTENANCE

Section 1. Definition of Terms:

- a.) Home Unit – The unit/location (e.g. cost center/ department) where services are provided and employee is regularly assigned.
- b.) Program - an area of similar service provision, different location (i.e. School).
- c.) OCH Wide - entire WCHOB Service and Maintenance bargaining unit for OCH.

Section 2. In the event it is necessary to layoff employees in the OCH Service and Maintenance bargaining unit 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 OCH Service and Maintenance bargaining unit and by complying with the notification and information requirement outlined in Article 74, Job Security which identifies the least senior employee or employees in the job title, cost center, category of employment and shift;

- b.) employees in the cost center in the identified job title and shift will be offered the opportunity to voluntarily reduce their FTE status by descending seniority. The reduced FTE's will be accepted if they would address the identified need;
- c.) an employee in the identified job title and shift within the department may volunteer to be laid off by descending seniority. The voluntary lay off will be accepted if it would address the identified need. Such volunteers will not participate in the layoff process and will immediately be placed on the recall list;
- d.) if the above actions do not reach the identified reduction, external temporary and then probationary employees in the job title, category of employment, home unit (cost center/dept), and shift in which a layoff is to occur will be terminated prior to any regular employee in that job title, home unit and shift, being subject to layoff;
- e.) an employee with seniority who is subject to layoff will have the option of a bump following steps a.) and b.) of this Section 1, within the same job title but to a different category of employment and/or to a different shift;
- 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 53, Job Bidding and Transfers;
- h.) part-time employees with seniority who are subject to layoff will have the option to bump the least senior part-time employee.
- i.) when it is necessary to permanently change the number of employees on a shift within a cost center, such a change will be made first by requesting volunteers from within the 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;
- j.) it is agreed and understood that the percentage of flexible employees will not be increased in relation to the number of full time employees in any cost center as a result of a layoff;
- k.) it is agreed and understood that employees shall serve up to 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 completed the trial period (voluntary or involuntary) shall result in that employee being laid off;
- l.) an employee subject to layoff may select a vacancy in another bargaining unit covered by this Agreement and if qualified, be awarded such position before any external candidate is offered such position at any Step;
- m.) no employee shall gain in category/status as a result of a layoff.

Section 3. When an employee with seniority is subject to layoff, or has position eliminated under Section 2. above, such affected employee will be placed in a position in the bargaining unit in the following sequence:

- Step 1: First, they shall be assigned to any vacant position in the bargaining unit, which is in their category of employment, job title and shift. 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. 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.
- Step 2: Second, 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: 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 within 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.
- Step 5: Fifth, 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 and job title.
- Step 6: Sixth, if no such vacancy exists, they would be permitted to bump any probationary employee in their category of employment and in the same job title in the bargaining unit.
- Step 7: Seventh, 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 and job title in the bargaining unit.
- Step 8: Eighth, if the employee cannot be placed within their job title, then they shall be assigned to any vacant position in their category of employment and grade level provided the employee meets the requirements for hiring into that position.
- Step 9: Ninth, if no such vacancy exists, the employee shall 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: 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 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 that position.

Step 11: Eleventh, if the employee cannot be placed in their category of employment and grade level, they may bump the least senior employee in any category of employment in their grade level, provided they meet the requirements for hiring into that position.

Step 12: Twelfth, if the employee cannot be placed in a position in their category of employment and grade level by Step 11 above, the above Step 5 through Step 11 shall be repeated in the next lower grade level and then to subsequent lower grade levels until placed into a position or laid off.

If an employee who is in a Technical “T” pay grade cannot be placed in a position by Step 12 of the above steps, they may drop to the Service “S” pay grades from Step 5 through Step 11 and shall be repeated in the next lower Service “S” grade level and then to subsequent lower Service “S” grade levels until placed in a position or laid off.

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

Section 4. When the employee is bumped, they shall be moved through the steps in Section 2 above, as if they were originally subject to layoff.

Section 5. The employee may elect a layoff at any Step except Step 1. 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 6. It is understood that the employee response must be provided to the appropriate Human Resource personnel within twenty-four (24) hours of 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 with forty-eight (48) hours of the time the employee was informed of their option(s). Failure to respond within the identified timeframes shall be considered as a waiver of the option(s) and the employee shall be laid off.

Section 7. The Employer shall give a minimum of seven (7) days’ notice of layoff.

Section 8. When questions arise regarding the ability to perform the work, the burden of proof shall rest with the Union.

Section 9. Recall Process:

- a.) Employees will be recalled from layoff in order of seniority to an 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.

Available positions will be offered simultaneously. No employee shall gain in category/status as a result of a recall. A part time, weekend or flexible employee may gain in hours or accept a flexible position but may not be offered a full time position. Per Diem employees will be recalled only to Per Diem positions.

- b.) Following refusal of the two (2) offers referenced in a.) above, the employee will continue to have recall rights to a position in their job title, category of employment and shift (exact match).
- c.) Once an employee has refused an exact match offer (category of employment, job title and shift) that employee will have voluntarily severed ties with the employer and be terminated.

Section 10. Recalls from layoff will be given through direct telephone contact with the employee, or if the employee is unavailable, 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.

Section 11. This article shall not apply to School Health Services employees who are laid off during school breaks.

Article 52

Multi-Site Float Pool

Section 1. Multi-site float pools may be established between the sites covered by this Master Agreement, for the purpose of providing flexible, competent staff to cover hard-to-fill positions, leaves of absence, census fluctuations and unscheduled absences and to reduce the utilization of external agency personnel. If a determination is made to establish a multi-site float pool, the Employer will provide the Unions with notice and the parties will meet to negotiate the terms.

Section 2. Multi-site float pool positions will be new FTEs and will not be counted as, nor will they replace the regular staff in any department. Multi-site float pool employees will not be hired as flexible employees.

Section 3. When the need to implement a float pool has been determined and the sites the pool employees will float to has been established, the positions will be posted as per Article 53, Job Bidding and Transfers. The positions will be assigned at the appropriate bargaining unit and pool members will be covered by the contractual provisions of this Master Agreement and that bargaining unit agreement.

Section 4. All Kaleida Health employees will be considered as internal applicants for bidding purposes in this float pool.

Section 5. The multi-site float pool employees will be compensated as per the negotiated salary scales included in Appendices A-F and will receive the following differential in addition to his/her base rate:

	<u>Day</u>	<u>Evening</u>	<u>Night</u>
Clerical	\$2.00	\$4.20	\$6.00
Professional	\$3.00	\$6.00	\$7.50
RN	\$5.00	\$6.00	\$7.50
Service	\$2.00	\$4.20	\$6.00
Tech	\$3.00	\$4.20	\$6.00

Float pool employees will not receive shift differential in addition to the differentials listed in this Section 5. above.

Section 6. Employees will be afforded the opportunity to indicate their top two (2) site preferences for assignment and every effort will be made to accommodate these preferences; however, employees will be assigned based on competencies and staffing needs. Multi-site float pool employees will not be required to float to more than one (1) site per shift.

Section 7. All employees will receive a full competency based orientation. When the level of care is more acute at one of the sites, employees will serve their clinical orientation at that site.

Section 8. Individual schedules will be completed per Article 15, Hours of Work and Work Schedules, with a base staff for each shift according to average daily census or workload. Each multi-site float pool will be considered its own “unit” for the purpose of scheduling PTO requests/approvals.

Article 53 Job Bidding and Transfers

Section 1. All job vacancies will be posted as follows:

- a.) When a vacancy occurs in a bargaining unit position in any unit covered by the Master Agreement, the position will be posted in a prominent place at all sites, where members of the bargaining unit work and will be posted on the Kaleidascope, for seven (7) calendar days. All Kaleida Health employees regardless of whether they are in the bargaining unit or not will be required to bid on posted jobs during the seven (7) day posting period.
- b.) The posting shall include the bargaining unit, position (job title), posting dates, department/unit, cost center, requisition number, status, hours per pay period, shift (day, evening, night), starting and ending times, any weekend, holiday or shift rotation required, on-call requirement, pay grade and the qualifications for the position as defined in the job description for the position. A copy of all job postings will be sent to the Union.
- c.) On-line access is available at Kaleidascope, Kaleida’s internal web site at <http://Kaleidascope.com> on the Human Resources page. On-line job posting will include the information referred to in b.) above.

- d.) Application shall be made for a posted position utilizing the existing electronic recruiting application and a confirmation documenting receipt of the application will be provided if the employee has included an accurate e-mail address on his/her application.
- e.) Employees may not be accepted for posted positions until they have completed twelve (12) months of employment following probation, inclusive of orientation, except for a position which is at a higher pay grade to which they may be accepted after ninety (90) days of employment. In addition, an employee who has transferred to a position must remain in that position for twelve (12) months before applying for another posted position. Except that an employee may apply for a posted position which is at a higher pay grade without regard to the twelve (12) month limits above. This paragraph shall not apply to intra cost center shift change or intra cost center status changes.
- f.) All job vacancies shall be maintained on Kaleidascope.

Section 2. Posted positions shall be filled in the following order:

- a.) First, by the most senior, qualified applicant from within the bargaining unit in which the vacancy occurs.
- b.) Next, if the position cannot be filled from within the bargaining unit, it will then be filled by the most senior, qualified applicant from another bargaining unit covered by this Master Agreement as outlined in Article 50, Seniority.
- c.) Any employee who applies for a position within the bargaining unit after the seven (7) day posting period, but within twenty-one (21) days of the position posting and provided the position has not been offered, will be awarded the position before an external applicant, provided the internal candidate meets all of the qualifications for hiring into that position.
- d.) Any temporary employee who applies for a position within a bargaining unit covered by this Agreement, that the employee is performing on a temporary basis, will be interviewed and considered for a position before the position is offered to an external applicant.
- e.) If the position cannot be filled from within the bargaining units covered by this Master Agreement, the Employer may fill the position from any source available to the Employer, provided the candidate meets all of the qualifications for hiring into that position.
- f.) In all instances, the appropriate manager is responsible for the interview and selection of applicants within fourteen (14) days of the end of the posting.
- g.) The transfer date for any transfer made pursuant to a.) or b.) above will be within four (4) weeks (twenty-eight [28] calendar days) of the date of the selection.

- 1.) If an employee accepts an offer to transfer to a new position, he/she is not eligible to continue bidding on other positions. In the event that an employee subsequently chooses to decline the position they have accepted, they will be ineligible to bid on any other positions, except for a promotion, for six (6) months from the date of acceptance. A successful bidder who exercises his/her rights to return to their original job within thirty (30) day trial period will not be eligible to bid on another position for twelve (12) months from the date of the original transfer. This paragraph shall not apply to intra-cost center shift change or intra cost center status changes.
- 2.) If a position was filled by a successful bidder and for some reason becomes vacant, i.e., due to unsuccessful trial period, the Employer may offer the job to the next eligible bidder provided that it has been no more than sixty (60) days since the position was filled.

Section 3. A qualified applicant shall be defined as an employee in good standing, who possesses the entry level qualifications in the job description and is able to do the work when required. Good standing will be defined as compliance with the annual health assessment and corporate annual review as required by job title, ability to do the work and documented performance, inclusive of disciplinary record, may be considered when awarding a position. A verbal warning will not preclude an employee from being a successful bidder. The Employer will notify all applicants of the result of their bid in a timely manner not to exceed two (2) weeks from the date the position is awarded.

Section 4. A successful bidder shall be required to serve a thirty (30) calendar day trial period exclusive of any classroom training required, either the employer or the employee may request up to a fifteen (15) day extension prior to the end of the thirty (30) day trial. At the midpoint of the trial period the employee shall be evaluated and given written notification if a problem exists. During the trial period, the employee will be returned to his/her original position if the employee elects to be returned or the Employer finds the employee is unsatisfactory in the new position.

Section 5. The decision as to whether any vacancy in any job classification exists, and if it will be filled, is reserved to the Employer.

Section 6. It is agreed to and understood by the parties that the Employer will post all temporary vacancies and temporary assignments (including those positions designated as a special project assignment) and any employee may apply for and be accepted into a position which is labeled and posted as a temporary vacancy or temporary assignment. Only applicants who already have the competencies to fill the position and who can fill the position without training will be considered. Employees filling temporary vacancies will receive benefits of that position while in the temporary vacancy and will return to his/her permanent position when the temporary vacancy has been filled permanently or deleted. Any special project positions will be put on the agenda of the Oversight Committee for review and discussion prior to posting.

Article 54
Temporary Transfers Between Kaleida Health Sites

Section 1. Should a posted vacancy remain unfilled after all of the provisions of Article 53, Job Bidding and Transfers have been exhausted, temporary transfers between sites will be permitted. Employees who are covered by this Master Agreement and who are permanently assigned to work at a site within the Kaleida Health system, may elect to work hours above and beyond their normal work schedule under the following conditions:

- a.) the additional hours do not cause the displacement of any employee at the site to which the employee is temporarily assigned;
- b.) all provisions under this Agreement for assigning extra hours to employees (Article 15, Hours of Work and Work Schedules), have been exhausted;
- c.) normal recruiting efforts at the site will be ongoing to fill the position permanently;
- d.) the employee will remain a member of his/her bargaining unit and will be covered by the terms and conditions of his/her collective bargaining agreement;
- e.) if more than one (1) qualified employee volunteers to work additional hours, the most senior qualified employee will be assigned to work;
- f.) when the position filled by volunteers pursuant to this subdivision, is filled or expires, the employee who temporarily filled the position will no longer be scheduled at that site, but will continue to be scheduled as per their category of employment at their permanent site; and
- g.) every employee transferred pursuant to this Section 1. shall receive his/her current hourly rate of pay or the rate for the position at the receiving facility, whichever is higher.

Section 2. Employees who are permanently assigned to work at a site within the Kaleida Health system, and who are downsized at their site as per the bargaining unit agreement on downsizing, or where downsizing is occurring, may volunteer to be temporarily assigned to work at a different site under the following conditions:

- a.) there is a decrease in volume or census at a site(s) and an increase in volume or census at another site;
- b.) the additional hours do not cause the displacement of any employee at the site to which the employee is temporarily assigned;
- c.) volunteers from the downsized site(s) where the Employer has determined that volume and/or census permits, shall be solicited;
- d.) volunteers must meet the basic core competencies for the work to be performed at the receiving site and will be chosen on the basis of seniority;

- e.) a transferred employee will remain a member of his/her bargaining unit and will be covered by the terms and conditions of his/her contract, subject to the following:
 - (1.) every employee transferred pursuant to this Section 2. shall receive his/her current hourly rate of pay or the rate of pay for the position at the receiving facility, whichever is higher;
 - (2.) each will receive a site specific orientation at the new site; and
 - (3.) each will be held harmless from any additional costs for parking;
- f.) a temporary transfer as outlined above will be limited to an initial period not to exceed three (3) consecutive months and may be extended for an additional three (3) consecutive months for a maximum of six (6) consecutive months. The Employer may reverse a transfer at any time during the transfer period providing such action is not arbitrary or capricious. The employee will then return to his/her prior position and status. The transferring employee may return to his/her permanent site at any time during the transfer period by simply making a request to return to the Employer.

Section 3. Employees who are permanently assigned to work at a site within the Kaleida Health system may volunteer to be temporarily assigned to work at a different site to cover seasonal needs, emergencies, training or special projects under the following conditions:

- a.) In the case of seasonal needs, training or special projects, the plan for temporary assignment will be presented to the next scheduled Oversight Committee prior to implementation.
- b.) Volunteers from other sites where the Employer determines volume or workload permits, shall be solicited.
- c.) Volunteers must meet the basic core competencies for the work to be performed at the receiving site and will be chosen on the basis of seniority.
- d.) A transferred employee will remain a member of his/her bargaining unit and will be covered by the terms and conditions of his/her contract, subject to the following:
 - (1.) every employee transferred pursuant to this Section 3. shall receive his/her current hourly rate of pay or the rate of pay for the position at the receiving facility, whichever is higher;
 - (2.) each will receive a site specific orientation at the new site; and
 - (3.) each will be held harmless from any additional costs for parking.
- e.) A temporary transfer as outlined above will be limited to an initial period not to exceed three (3) consecutive months and may be extended for an additional three (3) consecutive months for a maximum of six (6) consecutive months. The

Employer may reverse a transfer at any time during the transfer period providing such action is not arbitrary or capricious. The employee will then return to their prior position and status. The transferring employee may return to his/her permanent site at any time during the transfer period by simply making a request to return to the Employer.

Article 55
Merger, Consolidation, Transfer or Establishment of
Work within Kaleida Health

Section 1. In the event of establishment, merger, consolidation, or transfer of services and/or programs, in whole or in part, by Employer ("Kaleida Action")¹, the provisions of this article shall be implemented.

Section 2. NOTICE TO THE UNIONS:

- a.) Oversight Committee: A joint committee will oversee and monitor application of, and compliance with this article.
- b.) The joint committee shall be composed of up to three (3) representatives from each of the Unions and up to an equal number of representatives from the Employer. Union employee committee members shall receive time and pay from work to attend committee meetings. In addition to the standing committee, union representatives from an area affected by a Kaleida Action will be permitted to participate on an unpaid basis, in oversight meetings that deal with said action.
- c.) The members of the committee will have responsibilities which shall include, but will not be limited to the duty to:
 - (1.) review Employer plans/information relative to any proposed Kaleida Action;
 - (2.) meet and confer in good faith regarding the Employer's proposed plan and explore possible alternatives where appropriate;
 - (3.) review and assess the job titles affected by the Employer's proposed plan;
 - (4.) consider issues involving similar job titles;
 - (5.) consider qualification issues;
 - (6.) make recommendations regarding compliance with this article and how best to accomplish the objectives of the article; and
 - (7.) monitor wages and benefits in accordance with Section 3.

¹ Physician controlled practice patterns are excluded unless there is a need to increase personnel at the physician's new site.

- d.) Prior to Kaleida Action, the Employer shall, as soon as practicable, but in no event less than sixty (60) days prior to the scheduled Kaleida Action², provide the Oversight Committee with notice and information regarding the Employer's plans. Such information shall include the following:
- (1.) explanation of the proposed Kaleida Action and when it is proposed to take place;
 - (2.) identification of the jobs/positions and sites to be affected;
 - (3.) identification of the number of jobs, if any, that will remain at a site, including a breakdown of the number of full-time/part-time positions per shift;
 - (4.) identification of the number of jobs available at the new site, including a breakdown of the number of full-time/part-time positions per shift; and
 - (5.) single list of all affected employees at all affected sites, as well as all individuals on layoff with the right of recall, blended by corporate seniority as defined in Article 50, Seniority. The employee list shall include the employee's wage rate, corporate seniority date, job title, shift, category of employment, actual work hours per week, paid time off accrual and health insurance option.
- e.) If the Employer is not able to provide a complete set of the information outlined in items (1) - (5) above, additional days for review, equal to the length of the delay, will be provided to the Unions.
- f.) If a consolidation does not occur within ninety (90) days of the implementation date presented to the oversight committee, the consolidation will be considered to not have occurred. If it is intended that the consolidation will occur at a later date, the procedure outlined in d.) above, inclusive of the sixty (60) day notice must be followed.
- g.) Notwithstanding any collective bargaining agreement for a covered bargaining unit, the Employer shall have the right to move employees to any of its sites as a result of Kaleida Action. The Employer shall have the discretion to decide whether and how to establish, merge, consolidate and transfer services or programs, in whole or in part, the number and types of jobs to be maintained or eliminated and the location of the work to be performed, except as limited by this Agreement.
- h.) The Employer agrees and commits that it is not the intent of this Article to move personnel out of bargaining unit positions for the specific purpose of eroding the Unions.

² It is agreed and understood that procedures outlined in Section 4 may occur during the 60-day period, but in no event may they take effect before the period has expired.

- i.) For the purpose of applying the terms agreed to under this Article, the phrase “affected employee” shall be defined as any employee that works in a unit/department targeted for merger, consolidation, transfer or establishment of work within Kaleida Health, in the job title, category of employment, shift and site(s) targeted. This definition will apply in a full or partial consolidation.

Section 3. WAGE AND BENEFIT PROTECTION:

- a.) An employee who relocates from one site to another in the same or equivalent job classification as a result of Kaleida Action will be paid either their rate at their former site or the rate at the new site, whichever is higher. If the employee’s rate prior to relocating is used, that rate will be ‘red circled’ at the new site.
- b.) Accrued time off shall be recognized and appropriately credited by the new facility.
- c.) An employee who relocates as a result of Kaleida action will continue his or her coverage under the former site pension plan until replaced by the parties.
- d.) An employee who relocates, as set forth in a.) above, will be entitled to continue his or her present health benefits for a period of time not to exceed ninety (90) days after which time he or she will receive health benefits in accordance with the contract/rules of the new site. All other benefits will be in accordance with the contract/rules of the new site.

Section 4. PROCEDURE TO BE FOLLOWED IN THE EVENT OF KALEIDA ACTION:

- a.) Kaleida Action Affecting Entire Service or Program. Where a Kaleida Action will affect an entire service or program the following procedure will be adhered to:

- (1.) Employer will provide notice to the Unions in accordance with the provisions of Section 2. of this Article; such notice shall include a single list, blended by corporate seniority, of all affected employees at all affected sites, as well as all individuals on layoff with the right of recall;

- (2.) employees affected will be notified; and

- (3.) employees affected will have the following options:

- (A.) follow the work if their corporate seniority places them in a position to do so (i.e. they make the cut on the blended seniority list);

Positions at the new site will be filled in order of seniority as set forth on blended seniority list; however, no employee shall gain in category/status as a result of relocation due to Kaleida Action (e.g. part-time to full-time), unless vacancies remain; or

- (B.) exercise site options (i.e., bumping); Employee's seniority would remain as defined by Article 50 Seniority; or
 - (C.) layoff if no position available at new site and no site options available or by election: the only exception to (C.) will be, that if an employee is offered a position in his/her job title (area of specialty), category of employment, shift and wage rate at his/her existing site, lay-off will not be an option.
- b.) Partial Kaleida Action. Where a Kaleida Action will affect only part of a service or program the following procedure will be adhered to:
 - (1.) Employer will provide notice to the Unions in accordance with the provisions of Section 2. of this Article; such notice shall include a single list, blended by corporate seniority, of all affected employees at all affected sites, as well as all individuals on layoff with the right of recall;
 - (2.) employees affected will be notified; and
 - (3.) Employees affected will have the following options:
 - (A.) follow the work if their corporate seniority places them in a position to do so (i.e., they make the cut on the blended seniority list).

Positions at the new site will be filled in order of seniority as set forth on blended seniority list utilizing Section 7, however, no employee shall gain in category/status as a result of relocation due to Kaleida Action (e.g., part-time to full-time), unless vacancies remain; or
 - (B.) exercise site options (i.e., bumping); Employee's seniority would remain as defined by Article 50 Seniority; or
 - (C.) layoff if no position available at new site and no site options available or by election: the only exception to (C.) will be, that if an employee is offered a position in his/her job title (area of specialty), category of employment, shift and wage rate at his/her existing site, layoff will not be an option.
- c.) Employees laid off due to Kaleida Action shall have the right of recall:
 - (1.) to their former site as outlined in Article 51 Layoff and Recall; and
 - (2.) to the new site for five (5) years or the length of the employee's corporate seniority, whichever is less.
- d.) If an employee is laid off as a result of a Kaleida Action, and relinquishes any right of recall at the time of layoff, the employee shall be eligible for severance as set forth in Section 5.

- e.) A relocated employee due to Kaleida Action shall be required to serve a sixty (60) working day trial period only where there are substantive variations in the techniques and procedures utilized in the performance of their job at their new site. Failure to complete the trial period (voluntary or involuntary) shall result in the employee returning to his/her former site and exercising his/her site options as outlined in Article 51 Layoff and Recall.
- f.) A final outcome analysis will be provided to the Oversight Committee within thirty (30) days, from the date a consolidation has been completed.

Section 5. SEVERANCE:

The following applies to eligible employees who are permanently laid off due to Kaleida Action:

- a.) The employee shall receive 14 days' notice.
- b.) The employee shall receive one (1) week's pay for each year of service up to a maximum of twelve (12) weeks base pay. Said payment shall be paid in bi-weekly installments with normal payroll withholdings deducted.
- c.) The Employer's premium payment contribution towards the employee's health benefits shall be continued until the end of the month in which the severance payment period expires.
- d.) Employer will not contest the employee's application for unemployment benefits.

Section 6. DISPUTES:

- a.) Grievance shall be defined as a claimed violation of a specific provision of this Agreement.
- b.) Grievances shall be submitted in writing within fourteen (14) calendar days after the Union knew or should have known of the violation to Senior Vice-President of Human Resources or designee.
- c.) Within seven (7) calendar days of submission of the written grievance, a meeting shall be held between the Senior Vice-President of Human Resources, or his designee, and the Union representative(s).
- d.) If the grievance remains unresolved, the Union may demand arbitration within fourteen (14) calendar days of submission of the grievance. A written demand for arbitration shall be submitted to the Senior Vice-President of Human Resources or designee and a notice shall be simultaneously sent to FMCS requesting a panel of arbitrators.
- e.) Upon notice of receipt of a panel of arbitrators from FMCS, the parties shall select an arbitrator within seven (7) days therefrom by coin flip-alternate strike.
- f.) A hearing will be held within thirty (30) days of arbitrator selection (unless the parties mutually agree to an extension).
- g.) No individual employee may institute an arbitration proceeding.

- h.) The award of an arbitrator shall be final and binding on the Union, its members, the employee or employees involved and the Employer.
- i.) The arbitrator's fee and expenses, if any, shall be shared equally by both parties.
- j.) Not more than a single grievance arising under this Agreement may be arbitrated in a single proceeding before an arbitrator unless by mutual agreement in writing signed by the parties.
- k.) Failure to timely submit the grievance or appeal to arbitration shall render the grievances as withdrawn.
- l.) The arbitrator shall have no authority to alter, amend, or change in any way the terms and conditions of this Article and shall confine his or her decision to a determination of the facts and interpretation, administration of, and compliance with the terms of this Article.

THE FOLLOWING PROCEDURES REFLECT CLARIFICATIONS OF THE LANGUAGE OR AMPLIFICATIONS TO THE LANGUAGE INCLUDED IN THE ABOVE CAPTIONED CONTRACT ARTICLE.

Section 7. Categories of Employment. In a blending situation, there is no intention to open up a major selection process. Therefore, employees will be placed within their current employment status (full-time, part-time, [benefited employees] part-time or per diem) by most senior, using status first (i.e. a part-time person takes a part-time opening as close to their status as possible) then shift so if the employee was a .5 on third shift they move, to a .5 on third shift in the post consolidation staffing plan. An employee may go up or down in the same status i.e. a part-time employee at .5 could go up to a .6, .7 etc. or down to a .4, .3, etc. but in no event could a part-time employee take a full-time position. In a partial consolidation, employees on the blended seniority list will be offered vacancies in a seniority order until all vacant positions at the new site are filled. The affected employees options related to category of employment will be offered as follows:

- a.) Full-time employee, same shift available:
 - 1.) full-time employee must take full-time position same shift on same unit, if available;
 - 2.) full-time employee must take full-time position same shift on different unit, if same unit not available; or
 - 3.) full-time employee may take full-time position on same shift on choice of units, if available if relocating.
- b.) Full-time employee, shift not available may take:
 - 1.) full-time on another shift;
 - 2.) part-time on same shift;
 - 3.) part-time on another shift; or

- 4.) may choose a different unit if available to protect shift or full-time hours.
- c.) Full-time employee, full-time position not available may take:
 - 1.) part-time position on same shift; or
 - 2.) part-time position on another shift.
- d.) Part-time employee must take part-time position same shift and same FTE (e.g. .6) if available:
 - 1.) part-time employee must take closest available FTE on same shift when exact FTE is not available, (i.e. if employee is .8 now and a .7 and a .5 are available, the employee must take the .7 position);
 - 2.) part-time employee must take closest FTE on same unit if employee from "home" site closest FTE on available units if relocating; or
 - 3.) part-time employee may take part-time position on any shift if same shift is not available.
- e.) 12 hour shift employees moving to 8 hour shifts:
 - 1.) AM - PM shift will be considered a day shift employee;
 - 2.) PM - AM shift will be considered a night shift employee;
 - 3.) follow principles above regarding full-time and part-time selections; nights must take nights and days must take days. If shift is not available, may take either of remaining 2 shifts.
- f.) 7.5 or 8 hour shift employees moving to 12 hour shifts:
 - 1.) Day (7 - 3) = 7 AM to 7 PM or similar hours;
 - 2.) Evening (3-11)= 10 AM to 11 PM if available, if not may choose day or night;
 - 3.) Night (11 - 7) = 7 PM to 7 AM or similar hours.
- g.) Per Diem employees may fill Per Diem positions, they may not take a benefited position regardless of seniority.

Section 8. Severance Calculation:

- a.) If a laid off employee is eligible to be included on the blended seniority list at the time of a Kaleida Health Action, the employee is entitled to severance as outlined in the Article.
- b.) Per Diem employees who are entitled to severance will have their payment based on the average number of hours worked over the previous twelve (12) months.

Section 9. Wage and Benefit: When an employee elects relocation due to a Kaleida Action, wage and benefit information is recorded for completion of the appropriate transfer documents.

- a.) Wage: Place at same hourly rate or rate consistent with new site - but not less than current rate. If placed at current hourly rate, red circle until rate is consistent with rates at new site.
- b.) Health and Dental Insurance: Record current plan and cost as well as dates for change to new plans.
- c.) Paid Time Off Intent: Employees should not lose any time earned nor should they be credited with time already used. Consideration must be given to the amount of time that can reasonably be scheduled in a calendar year - when calculating the carryover.
 - 1.) For BGH employees (and others in non-PTO type plans) record all unused time for the current year and transfer as PTO at new site.
 - 2.) For BGH employees (and others in non-PTO type plans) transferring to another site maximum of 2 weeks of accrued vacation hours may be carried over for scheduling in the following calendar year. The hours in excess of 2 weeks will be paid at the time of transfer and any time which could not be scheduled by the end of the next calendar year will be paid at the end of that year (first pay period in new year).
 - 3.) For employees transferring from a PTO plan to traditional type plan (BGH) convert PTO to holiday and sick time. Sick time will be calculated based on the amount of unscheduled time used prior to transfer and the amount allowed under BGH contract/policy.
 - 4.) For PTO to PTO transfer hours.
- d.) Long Term Sick (for DBL) supplement: Transfer all hours.

All other benefits will be in accordance with the contract/rules of the Master Agreement and the respective bargaining unit agreement which will cover the employee at the new site.

Section 10. Process for Employee Selection in a Consolidation: The Employer and the Union have agreed to the following process when meeting with employees, affected by a Kaleida Action, for the purpose of offering the employees their options.

- a.) Assign one contact from Employer, each respective Union for the specific Kaleida Action.
- b.) Sit down face to face if possible, telephone calls if necessary to each person in seniority order.
- c.) Have an Employee Option Form (worksheet) available for the purpose of recording:

- 1.) opportunities;
 - 2.) vacancies, and
 - 3.) bumping options at the site and where the bump will be.
- d.) Have available for reference:
- 1.) seniority list;
 - 2.) wage/benefit scale at the new site; and
 - 3.) general work rules/contract language for the new site.
- e.) If the parties cannot reach the affected employee by telephone, the process must stop. The affected individual must be contacted before moving on.
- f.) Meetings and telephone calls occur every other day giving an individual a day to make a decision and think about options. No more than 48 hours from time of notice will be given for an employee to make his/her decision. If employee fails to make a decision within 48 hours, they immediately move to layoff and the process continues with the next person.
- g.) Communication goes out instructing employees who will be on vacation/benefit time, etc. to call in and leave telephone number where he/she can be reached.
- h.) Deal with vacancies as they come up in process. After process has been completed, use as recall for laid off employees in order of seniority.
- i.) Once the above steps a.) - g.) have been completed, the Employee Option Form must be signed by the Employer and the employee, confirming the decision of the employee and will become part of the employee's personnel file.

Section 11. Recall From Lay-off:

- a.) If an employee is on layoff or is subject to layoff as the result of a Kaleida Action, and that employee becomes the successful bidder for a posted Kaleida Health position, the employee shall retain all the recall rights of this Article. It is further understood that in such cases the site employer may retain the employee for up to six (6) weeks after recall. All remaining issues are outlined in the matrix entitled Impact on Employees Wages and Benefits following voluntary Transfer between Kaleida Health sites.
- b.) If an employee is laid-off as the result of a "Kaleida Action", the employees' rights will be outlined as per this Article. If an employee is affected by a "Kaleida Action" and is then laid-off some months [two (2) or three (3)] in the future, as the result of a "non-Kaleida Action" the employee will be covered by the bargaining unit agreement or policies at the site. The only exception will be if the

lay off came as the result of a bad assumption made in the plan when it was presented to the Oversight committee. In that case, the employee would be treated under this Article.

Article 56

Selling and Closure of Business by Kaleida Health

Section 1. Prior to the Employer closing, selling a business or discontinue a service line, the Employer shall, as soon as practicable, but in no event less than ninety (90) days prior to the scheduled action, provide the Union with notice and information regarding the Employer's plans. Such information shall include the following:

- a.) An explanation of the proposed Employer Action and when it is proposed to take place;
- b.) Identification of the jobs/positions and sites to be affected;
- c.) If a closure or selling of business does not occur with ninety (90) days of the implementation date presented to the oversight committee, the employer shall apprise the union of the status of the transaction.

Section 2. NOTICE TO THE UNIONS:

- a.) Oversight Committee: The information to be furnished in Section 1 of this Article shall be presented in the Oversight Committee.
- b.) In addition to the standing members of the Oversight Committee, union representatives in a mutually agreed upon number, from an area affected by a closure, selling of a business or service line will be permitted to participate in oversight meetings that deal with said action.
- c.) The members of the Committee will have responsibilities which shall include, but will not be limited to the duty to:
 - (1.) Review Employer plans/information relative to any proposed closure, selling of business or service line;
 - (2.) Meet and confer in good faith regarding the Employer's proposed plan and explore possible alternatives where appropriate;
 - (3.) Review and assess the job titles affected by the Employer's proposed plan.

Section 3. Disputes

- a.) Any disputes regarding interpretation of this Article shall be resolved pursuant to the provisions of Article 7, Grievance Procedure.

Section 4. The Employer will not sell or close any portion of their business nor will they discontinue a service line if such action will result in the loss of bargaining unit positions without providing written notice to the unions as details in this article. The parties further agree that the union(s) shall have the right to effects bargaining following the issuance of such notice.

Section 5. The Employer agrees that they will not sell HighPointe on Michigan without providing written notice to the unions as details in this article. The parties further agree that the union(s) shall have the right to effects bargaining following the issuance of such notice.

Article 57 Personnel Files

Section 1. Employees who have completed their probationary period shall have access to their own personnel file during reasonable working hours, provided they have their supervisor's permission to leave the work place, and may be accompanied by a Union representative during an inspection of their file. Requests for such inspection shall be made to the Director of Human Resources or designee and shall be reasonable as to frequency. All documents placed in the employee's file shall be initialed and dated by the employee at the time of examination. Employees may request copies of documents from their personnel file.

Section 2. Such initialing shall not constitute agreement with its content. The employee shall have the right to respond in writing to any document in the file. Such response shall become part of the employee's personnel file.

Article 58 Job Descriptions

Section 1. All job descriptions and the accompanying qualifications, for all job titles covered by this Agreement, will be available on Kaleidascope.

Section 2. All job descriptions and the accompanying qualifications, which are currently in place shall remain in effect unless the steps outlined in Section 3 below are implemented.

Section 3. Should it become necessary to change existing job descriptions, create new job descriptions or change existing job qualifications, the Employer will produce a suggested change in writing, thirty (30) days prior to the proposed implementation and present it to the Union at the Oversight Committee. The Union will be provided the opportunity to meet and discuss the proposed changes.

Section 4. If the Union believes that the qualifications for a current job have been modified to favor a particular employee or a particular group of employees; or to prohibit an employee or a particular group of employees from successfully bidding on a position or if the Union does not agree with the rate of pay as proposed by the Employer, the Union may file a grievance at Step 2

of the Grievance Procedure Article of this Agreement provided it does so within twenty (20) calendar days from the date on which the new job qualifications and the new rate of pay are implemented.

Section 5. It is agreed to and understood by the parties that job qualifications are not to be either created or changed for the purpose of excluding or favoring any individual or group of individuals.

Article 59 Scrub Apparel

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

- a.) Operating Room (including Sterile Processing);
- b.) Post Anesthesia Care Unit (including Surgical Care Unit)*;
- c.) Cardiac Catheterization Lab;
- d.) GI Unit**;
- e.) Urology Procedure Unit;
- f.) Interventional Radiology/Special Procedures Suites / 4D CT;
- g.) Labor and Delivery;
- h.) Anatomic Grossing Room;
- i.) Sterile IV Preparation Area in Pharmacy;
- j.) Millard Fillmore Suburban Neonatal Intensive Care Unit.

* Post Anesthesia Care Units at BGMC, DMP, and OCH currently have scrubs provided on a voluntary basis and the practice will continue.

** GI Units at BGMC, DMP and OCH currently have scrubs provided on a voluntary basis and the practice will continue.

The OCH Neonatal Intensive Care Unit will have scrubs provided to an employee who is assigned to attend a delivery.

Section 2. If an employee no longer works in one of the above mentioned units/departments, they will receive a notice that within thirty (30) days they must provide their own uniforms going forward (i.e. Rad Techs no longer assigned to the OR).

Section 3. 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 60

Uniforms

Section 1. The Employer or the Sub-Contractor will continue the current practices with respect to wash-up time as well as the provision of uniforms, smocks, and inclement weather gear. The provision of uniforms as agreed to as a current practice includes employees in the following job titles/sites:

- a.) DMP: Environmental Service Aide, Cook, Cook Assistant, Grill Cooks, Hospitality Associates, Receiving Clerk Dietary, Nutritional Service Worker, Material Handlers.
- b.) BGMC/HighPointe: Environmental Service Aide, Cook, Cook Assistant, Grill Cooks, Hospitality Associates, Receiving Clerk Dietary, Nutritional Service Worker, Materials Handlers, Drivers, Groundskeeper, PSA in Transport.
- c.) MFSH/Flint Road: PCAs, Environmental Service Aide, Cook, Cook Assistant, Grill Cooks, Hospitality Associates, Receiving Clerk Dietary, Nutritional Service Worker, Materials Handlers, Couriers, Skilled Maintenance, PSA in Transport.
- d.) OCH: Environmental Service Aide, Cook, Grill Cooks, Hospitality Associates, Nutritional Service Worker, Materials Handlers, Skilled Maintenance.

Section 2. In addition to the job titles/sites outlined in Section 1. above, the Employer will provide uniforms to the following employees:

- a.) BGMC: MAs, CMAs, PCAs, NA;
- b.) DMP: PCAs, MAs;
- c.) OCH: MAs, NAs, CMAs;
- d.) OCH: Neonatal Transport Team NP/PA, Neonatal Transport Respiratory Therapist (RT), STAT Team RN & STAT Team Respiratory Therapist – will be provided initially when joining the team 3 Scrub tops for Full Time and 2 Scrub tops for Part Time. Additionally they will be provided with a Flight Suit & Winter Jacket as needed & determined. Annually there will be a review by the Employer of what is needed for the team.

Section 3. In accordance with the distribution of the uniforms referred to in Section 1. and 2. above will be completed each year on the employee's anniversary date.

Section 4. All full time employees will receive five (5) pants and five (5) shirts. All part time employees will receive three (3) pants and three (3) shirts.

Article 61
Lounge and Locker Facilities

The Employer will provide adequate dining facilities, locker space, lounge areas, and restroom facilities to meet employee needs as space permits and consistent with employee job duties.

Article 62
Progressive Discipline and Remediation

Section 1. The Employer commits to a policy of progressive discipline. Progressive disciplinary measures will include the following:

- a.) verbal warning;
- b.) written warning;
- c.) suspension (not to exceed three [3] days);
- d.) termination.

The Employer will not use anecdotal notes or counselings that are more than twelve (12) months old to progress discipline.

It is understood, however, that nothing in this Article shall prohibit the Employer from advancing the level of discipline in proportion to the seriousness of the offense. A copy of the disciplinary action shall be given to the employee and the Union.

Discipline for alleged HIPAA infractions shall not be limited by the provisions of Section 1. c above and the employer shall not be prohibited from advancing the level of discipline in proportion to the seriousness of the offense.

Section 2. Counseling shall not be considered as discipline and should precede any formal disciplinary action.

Section 3. An employee that receives a suspension will not have that period of suspension count as unscheduled paid time off under the time and attendance provisions of this Agreement. An employee that receives a suspension pending investigation of an incident, will receive his/her pay for all scheduled working days where they were suspended from work if not returned after the first three (3) scheduled working days (including extra shifts scheduled prior to the issuance of the suspension), providing the employee is not discharged.

Section 4. No disciplinary action will be taken without just cause. The Employer will notify the Union, in writing, of a suspension or discharge within seventy-two (72) hours or as soon as reasonably possible, stating the reason for the discipline.

Section 5. Progressive Remediation:

- a.) The Employer shall identify certain corrective actions which are needed to assist and support an employee when a problem occurs in the course of performing his/her job and will provide the employee with a written plan of correction at the written warning step or suspension step if the suspension step is where the discipline process begins.
- b.) When the employee has demonstrated consistent improvement in performance as a result of the remedial program, the employee will be removed from the progressive discipline schedule as described below. Further, the documentation of the need for discipline will not be used as a basis for further progressive discipline pursuant to the following schedule. It is agreed that documentation of corrective disciplinary measures shall not remain in the employee's personnel file for a period longer than the following providing the behavior in question does not recur:
 - i.) Verbal warning: six (6) months from the date discipline imposed;
 - ii.) Written warning: twelve (12) months from the date discipline imposed;
 - iii.) Suspension: eighteen (18) months from the date discipline imposed.

The time periods referred to above shall refer to actual time worked.

- c.) The Union and the Employer agree that the written plan of correction shall not be required when there are non-job performance problems.
- d.) It is further agreed that this Article does not preclude the Employer from the initiation of disciplinary action for serious performance problems at a higher step despite the absence of a written plan of correction.

Section 6. It is agreed to and understood by the parties that employees must be notified of a disciplinary action in writing within thirty (30) calendar days (excluding periods the employee is in inactive status) of its occurrence or its discovery. If the Employer does not notify the employee within the thirty (30) calendar day time frame (excluding periods the employee is in inactive status), the employee will not be disciplined.

The Employer shall notify in writing the Employee and Union if the disciplinary action cannot be completed within thirty (30) days from the date of the occurrence or the Employer's discovery of the issue giving rise to the disciplinary investigation. The written notification shall indicate the reason why the investigation has not been completed and give the Employee and Union an estimated time-frame for its completion, but in no event shall it exceed sixty (60) days from the underlying event's occurrence or discovery (excluding period the employee is in inactive status). After the sixty (60) day time frame, the employee will not be disciplined.

The Employer will not use this notification to delay the administration of discipline under this Article. Examples of circumstances that may warrant the issuance of the written notification

include, but not limited to, when a delay results from extensive record/documentation review, availability of necessary witnesses, complex factual circumstances (i.e. diversion cases), etc.

Section 7. If the Employer uses surveillance camera video as evidence to support employee discipline, a copy of the video will be provided to the Union prior to any discipline being administered.

Article 63 Time and Attendance

Section 1. All non per-diem employees are required to notify their department two (2) hours in advance of their scheduled shift if they are not going to report to work or if they know they will be reporting late. Per-Diem employees must notify the Department four (4) hours in advance per Article 12 Per-Diem employees Section 6. c.).

Section 2. The following procedure will apply to full-time and part-time employees who are absent from work. In applying the penalties set forth below, it is understood that every extended shift employee is allowed six (6) unscheduled absences and eight (8) hours or less shift employees will receive eight (8) unscheduled absences during an attendance year without penalty unless the employee has already received a verbal warning for violation of this policy.

The attendance year will be June 1 through May 31.

Any use of these six (6) days for extended shift and eight (8) days for employees working eight (8) hours or less shift employees, shall not be counted as an absence for the purpose of moving to any level of discipline below:

- a.) After six (6) days for extended shift employees or eight (8) days for eight (8) hours or less shift employees, of absence in any attendance year, his or her supervisor will counsel an employee. No record of this counseling will be placed in the employee's personnel file, but may be maintained in the supervisor's anecdotal file. (The counseling will be applied after day six [6] or day eight (8) and before day seven [7] or nine [9].)
- b.) After seven (7) days of absence for extended shifts and nine (9) days for employees working eight (8) hour or less shifts, in any attendance year, an employee will receive a verbal warning. A copy of said verbal warning will be placed in the employee's personnel file and remain there for a twelve (12) month period, from the date of the last absence. If there are no additional unscheduled absences in this twelve (12) month period, the employee will be allowed to utilize a pro-rated number of unscheduled absences for the remainder of that Attendance Year without penalty (the verbal warning will be given after day seven [7] / nine [9] and before day eight [8] / ten [10]), as per proration of absences schedule, outlined in Section 3. below.

- c.) If an employee is absent for an eighth (8) day for extended shifts or tenth (10th) day for employees working eight (8) hour or less shifts, within any attendance year, he or she shall receive a written warning for excessive absenteeism. A copy of said warning will be placed in the employee's personnel file and remain there for a twelve (12) month period, from the date of the last absence. If there are no additional unscheduled absences in this twelve (12) month period, the employee will be allowed to utilize a pro-rated number of unscheduled absences for the remainder of that Attendance Year without penalty, as per proration of absences schedule, outlined in Section 3. below.
- d.) Once an employee has received a written warning as set forth in paragraph "c" above, the next day of absence in the twelve (12) month period, from the date of the last absence, will result in a one (1) day suspension without pay. The day of the call in will be considered the day of suspension if no PTO hours have been paid. If there are no additional unscheduled absences in this twelve (12) month period, the employee will be allowed to utilize a pro-rated number of unscheduled absences for the remainder of that Attendance Year without penalty, as per proration of absences schedule, outlined in Section 3. below.
- e.) Any employee who has received a suspension without pay pursuant to paragraph d.) above and is absent one (1) day more in the next twelve (12) month period will be suspended pending administrative review of the employees complete attendance record. If after the administrative review has been completed, the Employer determines termination is warranted, the employee will be terminated.
- f.) It is further understood that none of the aforementioned steps may be skipped and the failure of a supervisor to take action as set forth will advance the days, which trigger any particular level of action.
- g.) Finally, an employee will be offered union representation (if applicable) at each step of the procedure outlined above.

Section 3. Pro Ration of Absences Schedule for the remainder of the Attendance Year:

Discipline Expires	Extended Shifts	8 Hour Shift or Less
6/1 through 8/12	5	6
8/13 through 10/24	4	5
10/25 through 1/5	3	4
1/6 through 3/18	2	3
3/19 through 5/31	1	2

Section 4. The following absences shall not be counted as occurrences of absence in applying discipline under this Article:

- a.) pre-approved paid time off;
- b.) approved leave of absence;
- c.) excused absence with pay for bereavement, jury duty, military service and time off for union business;

- d.) other excused absence approved in advance by departmental managers;
- e.) absence caused by a certified work related illness or injury as defined by the NYS Workers' Compensation Law and Board;
- f.) absence for an illness or injury which qualifies for, and for which an employee receives New York State Disability benefits (including statutory waiting period of seven (7) calendar days for receipt of disability benefits);
- g.) absences covered by the Family Medical Leave Act (FMLA) or Paid Family Leave (PFL);
- h.) any day for which ESB utilization is allowed;
- i.) for absences as follows:
 - (1.) employee is confined as an inpatient in a hospital;
 - (2.) employee has outpatient surgery under anesthesia in hospital surgical suite, free standing surgical center, or in a physician or dental office (excluding routine tooth extractions or dental work); employee may be required to submit documentation in support of this exception.
 - (3.) suffers an injury which requires treatment by a physician with a written statement verifying the injury and circumstances;
 - (4.) Is banned or absent from working as a result of infection control illness as defined by Employee Health Policy EH 10 – Corporate Employee Health Infection Control and in addition lab confirmed cases of Influenza and COVID-19 which do not qualify for FMLA or Disability.

Section 5. Employees who do not report to work and who do not call in to their immediate supervisor to report the absence will be disciplined in accordance with Article 62, Progressive Discipline and Remediation.

Section 6. An employee will be considered tardy when he or she arrives for work after the employee's regularly scheduled starting time. The following procedure will be utilized in cases of employee tardiness.

- a.) an employee who is tardy for a period of five (5) minutes or less will not have that instance of tardiness held against them for the purpose of moving to any level of discipline procedure outlined below. Employees will not lose pay for a tardiness of seven (7) minutes or less;
- b.) an employee who is tardy more than five (5) times in a three (3) month period will receive a counseling. No record of this counseling will be placed in the employee's personnel file, but may be maintained in the supervisor's anecdotal file;
- c.) a second counseling will occur if an employee is tardy an additional two (2) times in the next sixty (60) calendar days;

- d.) one (1) additional tardiness in the next sixty (60) days for any employee will result in a written warning being placed in the employee's personnel file;
- e.) an employee who is tardy again in the next sixty (60) days will be suspended for two (2) days without pay;
- f.) another instance of tardiness in the ninety (90) days following the return of the employee from his or her two (2) days suspension without pay will result in termination;
- g.) it is understood that an employee will be offered union representation (if applicable) at each step of this procedure;
- h.) finally, none of the steps set forth in this Section 6, paragraphs a.) through e.) may be skipped.
- i.) if an employee does not have another instance of tardiness during the time frames set forth above they will go back to the immediate prior step for the purpose of progressive discipline. (i.e.: Employee receives a written warning on July 1 and is not tardy again until October 1, the employee moves back to step c.). In the event the employee is tardy again during the sixty (60) days following the employee's return to step c.), the employee will receive a written warning consistent with step d.). If this employee is not tardy again within sixty (60) days following the employee's return to step c.), the employee will return to step a.) of this section and continue through the steps.

Section 7.

- a.) An employee who reports to work more than sixty (60) minutes after their scheduled start time without communicating with a manager or designee will be considered absent unless (1) they have not been replaced on their unit in accordance with Article 15, Section 11, or (2) they are needed on another unit as a float (inclusive of clinics).
- b.) An employee who is tardy and does not report to work within two (2) hours of the start of their shift will be considered absent unless they are needed on their unit or another unit as a float (inclusive of clinics).

Any written record of discipline for tardiness placed in an employee's personnel file will be removed after the appropriate time frames as listed in steps in Section 6. c.) through e.) above providing there has been no further action taken against the employee.

Article 64 Attendance Bonus

Section 1. For the purpose of this Article, perfect attendance will be defined as having zero (0) hours of unscheduled time off and no discipline for tardiness as outlined in Article 63, Time and Attendance in each eligibility period. Unscheduled time off for jury duty, bereavement leave, military leave and union business will not count against reaching eligibility status. To be

eligible to receive a perfect attendance payment as defined above, the employee must have been in an active status for the entire eligibility period.

Section 2. Evaluation of eligibility to receive a payment as defined in this Article will be twice a year.

- a.) The first (1st) eligibility period shall be January 1 through June 30;
- b.) The second (2nd) eligibility period shall be July 1 through December 31.

Section 3. A full-time or flex employee who maintains a perfect attendance record during an eligibility period shall receive two hundred fifty dollars (\$250.00) payable in the third (3rd) paycheck following the eligibility period.

Section 4. A part-time employee who maintains a perfect attendance record during an eligibility period shall receive one hundred fifty dollars (\$150.00) payable in the third (3rd) paycheck following the eligibility period.

Section 5. If the employee is found to be eligible for the perfect attendance as defined above, they will be paid the applicable amount based upon their status as of the last day of the last pay period of the eligibility period, regardless if they are still an active employee at that time.

Article 65 Resignations/Terminations

Section 1. An employee wishing to resign shall give the Employer two (2) weeks' notice of resignation. Resignation notices should be submitted in writing and specify the last day the employee is to be at work.

Section 2. The employee who resigns employment with the Employer and complies with the notice provisions of Section 1., or who is terminated by the Employer, will receive pay for all accrued, unused paid time off in accordance with the Paid Time Off Article included in the bargaining unit agreement.

Article 66 Bargaining Unit Work

Section 1. The Union recognizes that in the operation of the Employer's facilities, certain practices exist in the assignment of bargaining unit employees. The Union further recognizes that overlapping duties exist, that is duties which are assigned across bargaining unit lines. That practice shall continue to the same extent it has occurred in the past. Given the above understanding, the parties agree that:

- a.) non-bargaining unit personnel shall not perform work assigned to bargaining unit employees;

- b.) the Employer will not convert any bargaining unit job title to a non-bargaining unit position where a current bargaining unit member is performing the work, a bargaining unit member can be hired to perform the same job, or the job is one that only a bargaining unit member has performed in the past.

Section 2. Exceptions to the language outlined in Section 1. above shall be cases of emergencies, to cover absences occasioned by sickness or other leaves, to provide appropriate supervision and instruction, to maintain clinical competencies, in a temporary transfer as per this Agreement, or in meeting patient care requirements where undue delay would jeopardize a patient's life or compromise quality patient care.

Article 67 Contracting Out Work

Section 1. Contracting out of work that is normally and customarily performed by the bargaining unit, shall be subject to the following:

- a.) Contracting out work is defined as the use of another employer to perform the work as described above;
- b.) Employer will not contract out bargaining unit work if such contracting out will cause, currently and directly, layoffs from employment with the Employer, part-timing of present employees, or any reduction in regular hours of work; and
- c.) Employer will not use independent contractors and/or agency employees, to permanently fill vacant positions in the bargaining unit. While such persons are in use the Employer will actively recruit to fill the position.

Section 2. In the event that the Employer wants to contract out work which is normally and customarily performed by the bargaining unit, but which will not result in layoffs, part-timing, or reduction of regular hours, Employer will:

- a.) Notify the Union involved as soon as practicable;
- b.) Provide information regarding the proposed plan, including its operational and financial objectives; and
- c.) Meet and confer with the Union to discuss alternatives. If the alternative meets the stated operational and/or financial objectives of Employer's original proposal it will be implemented. If it does not, the Union will receive 60 days' notice prior to the proposed implementation date of the original proposal.
- d.) Should the provisions of (a) (b) and (c) as stated above not be met, the Employers' proposed plan shall not move forward until such provisions are met.

Section 3. A report will be presented at the bi-weekly Oversight Committee meetings on any work that is normally and customarily performed by the bargaining unit, which is being performed by a contractor.

Article 68 Management Rights

Section 1. The Employer retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, the method, process and means used in operating its business and service, and to control buildings, real estate, materials, parts, tools, machinery, and all equipment which may be used in the operations of its business or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend, and discharge employees for just cause; to hire, layoff, assign, transfer, promote, and determine the qualifications of the employees; to determine the starting and quitting time and the number of hours to be worked; all of the foregoing subject only to such regulations governing the exercise of these rights as are expressly provided for in this Agreement.

Section 2. The foregoing rights are not all-inclusive, but indicate the types of matters or rights which are inherent to the Employer. The Employer retains all rights, powers, and authority enjoyed prior to entering this Agreement, except as expressly and specifically abridged, delegated, granted, or modified by this Agreement.

Article 69 Employer Policies

Section 1. Due to the complexity of the Employer's operations, it is understood by the parties that they have not covered every aspect of hours, wages and working conditions in this Agreement which may have an effect on employees in the bargaining unit. The parties hereby acknowledge that the Employer had policies in effect at the time of signing this Agreement. Those policies, to the extent they are not inconsistent with specific provisions of this Agreement, will continue to apply to bargaining unit employees unless and until changed, modified or revoked in writing by the Employer. Should the Employer discontinue any policy, the Unions will be notified in writing of this discontinuation along with a copy of the discontinued policy. If requested, the matter will be placed on the Agenda of the next Oversight Committee for discussion.

Section 2. The Employer may issue new policies provided they are not inconsistent with the specific provisions of this Agreement.

Section 3. Should it become necessary to change existing written Human Resources policies, issue new Human Resources policies, or change/issue any new or existing Kaleida Health policy that includes a procedure for the issuance of discipline, the Employer will inform the Unions in writing and provide a copy of both the current and the revised policy. If requested, the matter will be placed on the Agenda of the next Oversight Committee for discussion prior to the posting of the new or changed policies. Employer will make policies available to Union leaders thru Kaleidascope.

Section 4. After the Unions have had an opportunity to discuss the policy covered by section 3 above at the Oversight Committee, the Employer will post and circulate the new or revised policies among the employees in the affected bargaining unit(s) for a period of fourteen (14) calendar days prior to implementation and will forward a copy to the Unions.

Article 70

No Strike – No Lockout

Section 1. There will be no concerted failure to report to work, cessation or interruption of work, slowdown, strike, sympathy strike or lockout during the term of the Agreement.

Section 2. No officer or representative of the Union shall authorize, instigate, aid, or condone any such activity, nor shall any employee participate in such activity. In the event any employee or group of employees covered by this Agreement shall participate in any such unauthorized strike, slowdown, work stoppage, or sympathy strike, the Union agrees that immediately after being notified by the Employer, it will direct such employee or group of employees to resume work and will take effective means to terminate such unauthorized conduct including the issuance of a notice to the effect that such conduct is neither authorized nor approved by the Union or its officers.

Article 71

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 72

Committees

Section 1. It is agreed to and understood that the Employer will recognize and include representatives from each of the affected Unions on all appropriate existing and future advisory work place committees excluding all Board and Medical Staff Committees.

Section 2. The affected Unions shall:

- a.) be notified of the purpose and structure of any such new committee;
- b.) be notified prior of the convening of any such new committee; and
- c.) select representatives to any Committees in a proportionate number as jointly determined with the employer.
- d.) employees who are union representatives on such committees shall be excused from work with pay and benefits to attend the committee meetings.

Section 3. It is agreed to and understood by the parties that the Employer will be required to pay committee time to union representatives for attendance at the following committees:

- a.) Corporate Staffing;
- b.) Job Security;
- c.) Workforce Training and Retraining;
- d.) Health and Safety;
- e.) Parking;
- f.) Oversight;
- g.) Employee Assistance Plan;
- h.) Retirement Awareness;
- i.) Health Benefit Awareness;
- j.) Clinical Staffing; and
- k.) Labor Management.

Attendance at any other committees must be deducted from available time pursuant to Article 6, Union Representation.

Article 73 Health and Safety Committee

Section 1. The Employer will observe and comply with all local, state and federal health and safety laws and regulations and will provide and maintain a safe and healthful workplace, free of recognized hazards. Kaleida Health will maintain a Health and Safety program. The objective of the program will be:

- a.) to identify, assess and eliminate hazards to which employees are exposed;
- b.) reduce injuries and illness;
- c.) to systematically achieve compliance with all applicable health and safety regulations; and
- d.) to promote greater employee awareness of health and safety issues, inclusive of group safety department or unit meetings conducted as deemed necessary.

Section 2. Kaleida Health will provide employees with opportunities for participation in establishing, implementing and evaluating programs by:

- a.) communicating regularly with employees about workplace safety and health matters;
- b.) providing employees with access to information relevant to the program;
- c.) providing ways for employees to become involved in hazard identification and assessment, prioritizing hazards, training and program evaluation;
- d.) maintaining a process for employees to report job-related injuries, illnesses, incidents and hazards promptly and to make recommendations about appropriate ways to control those hazards;
- e.) providing prompt responses to those reports and recommendations.

Section 3. Information and Training:

- a.) Kaleida will provide employees with information and training in the safety and health program;
- b.) Kaleida will ensure that employees potentially exposed to a hazard are provided with information and training in that hazard;
- c.) Kaleida will update affected employees on what is being done to control these hazards and what protective measures the employee must follow to prevent and minimize exposure.

Section 4. The Employer will provide all necessary personal protective equipment at no cost to employees. The Employer will require all employees to wear necessary personal protective equipment.

Section 5. There shall be a joint Health and Safety Committee at each site as defined in subsection d. below). Each Union shall designate one (1) health and safety representative for each one hundred (100) represented members to a maximum of four (4) health and safety representatives, but no less than one (1) health and safety representative per Union. The Employer will designate representatives which they deem necessary. It is understood that a Union representative will co-chair the joint meeting. The committee will meet monthly and as deemed necessary.

- a.) The parties agree to jointly train employees on the responsibilities of serving as a health-safety representative.
- b.) Members of the committee shall not suffer any loss of pay for attendance. Committee members attending a committee meeting which is not scheduled in their normal working time will be paid for their attendance. The Employer will make every reasonable effort to provide coverage or scheduling so that members may attend the meetings.

- c.) Health and Safety union representatives and the Employer will investigate health and safety issues, conduct safety inspections, and conduct or attend training sessions, and shall be provided up to two (2) hours per month outside of their health and safety committee meeting time for these purposes.
- d.) Site Health and Safety Committees will include: Buffalo General Medical Center, HighPointe Nursing Facility, Oishei Children's Hospital, Millard Fillmore Suburban Hospital, DeGraff Memorial Hospital, and Center for Laboratory Medicine. Other site committees may be formed as deemed necessary.

Section 6. There shall be a corporate Health and Safety Committee, which will deal with system wide health and safety issues. Each Union will have two (2) representatives on the Corporate Health Safety Committee. The Employer will designate the number of representatives they deem necessary.

Section 7. Individuals will report recognized unsafe conditions to their immediate supervisor, departmental safety officer or corporate safety officer and to the Union. The Employer will then address the problem as soon as practicable. If these individuals do not respond and correct the unsafe condition, it is understood that the unsafe working condition shall be brought to the attention of the Site Committee. If the problem is not resolved there, it shall be added to the agenda of the Corporate Safety Committee.

Section 8. CWA's designated Health and Safety Director shall receive an Employer paid excused absence for activities related to this position as follows: one thousand one hundred and seventy (1,170) hours per year for an eight (8) hour shift employee, and one thousand two hundred and forty-eight (1,248) hours per year for a twelve and one-half (12 ½) hour shift employee. SEIU's designated Health and Safety Director shall receive eight hundred and thirty-two (832) hours per year as an Employer paid excused absence for activities related to this position. The Health and Safety Directors shall participate in any site committee and/or activities as deemed necessary.

Section 9. The Employer will establish and enforce policies and procedures for safe Laser use. These will include the recommendations of regulating organizations. This shall also include medical surveillance as per The ANSZ136.3-2014, Appendix F. Medical pre-exposure screening will be evaluated using visual acuity and color vision testing exams. Any deviation from acceptable visual performance will be referred to ophthalmology. Pre-exposure screening and continuing surveillance is not deemed a requirement for safe laser usage. Any employee with an actual or suspected laser-induced injury should be evaluated by a medical professional as soon as possible. It is understood that upon completion of a laser assignment employees may request an eye exam.

Section 10. It is the Employer's and the Union's objective to establish and maintain an effective ergonomics program in order to help control occupationally related cumulative trauma and/or musculoskeletal disorders. This shall be accomplished by establishing ergonomic sub-committees of the Joint Health and Safety Committee to review employee injuries and illnesses,

to identify potential ergonomic problems in order to recommend improvements in the physical work environmental, work practices or work design. These improvements shall be documented as they are implemented. The committee will assess and recommend any training necessary for the committee to achieve its goal. The committee membership shall include the necessary members and management from appropriate departments such as physical therapy, employee health, purchasing, risk management or those persons deemed necessary to accomplish its goal of reducing workplace injuries.

Section 11. There will be union representation on any other departmental or unit specific Health and Safety Committee.

Section 12. The Employer and the Union recognize the importance of providing quality service to homebound clients whose environment or support system may pose a risk to the safety of the employees. In the event that an employee, who is required to provide services in a patient's home, shall have a reasonable basis to believe that his/her safety is in jeopardy, the employee shall immediately bring this matter to the attention of the immediate supervisor. The supervisor will conduct a review of the circumstances. If escort service is deemed necessary by the Employer the employee will not be required to make the patient delivery until escort service is provided. A request for escort service will not be denied before the supervisor and employee make a joint site visit.

Section 13. For language related to the Workplace Violence Committee, see Article 108, Workplace Violence.

Article 74 Job Security/Committee

The Unions and the Employer recognize the significant pressures affecting the health care delivery system and the need for a joint approach in providing long term stability for both the system and the employees. High quality health care provided in an efficient and orderly manner, as well as the preservation of jobs will be major objectives. Based on the above, the parties agree to the following:

Section 1. Committees will be formed at each site, hereafter referred to as the "Committee," inclusive of one (1) to three (3) Union representatives from the bargaining unit and an equivalent number of Employer representatives. It is agreed that the Employer will provide to the unions an agenda for the committee meeting at least one (1) week prior to the meeting.

Section 2. The Employer shall inform the Union of its intent of layoff bargaining unit members as soon as possible, but in no event less than twenty (20) calendar days prior to the date of the layoffs' implementation. In the event of any layoffs, the committee shall be convened for the following purposes:

- a.) to review the proposed layoffs;
- b.) to review the department/cost center budget in existence at the time of the layoff;

- c.) to review the work performed by laid off employees and the propose reassignment of work; and
- d.) to review schedules for appropriate use of per diem and part-time resources.

The Union may present opportunities for cost savings to affect the layoff. Such opportunities shall be reviewed by the Employer and responded to prior to the effective date of layoff.

Section 3. The committee will also be convened to review any decrease in the length of an established shift. The committee will monitor job redesign which will be defined to include the combination of existing jobs, the creation of new jobs, new job titles, or job restructuring. In addition, the committee will be informed of any decisions to affect a vacant position.

The Employer will notify the Unions with as much notice as possible but no less than twenty (20) days prior to implementation for any action listed in this section. The Employer will be allowed to move forward with changes prior to the twenty (20) days with mutual agreement of the Union.

Article 75 Parking Committee

Section 1. A parking committee shall be formed at each site for the purpose of identifying available parking in the surrounding area as well as investigating other alternatives for providing parking opportunities for employees.

Section 2. Each Union shall have up to three (3) representatives on the Parking Committee and the Employer shall have an equal number of representatives. The committee shall meet quarterly, or more frequently if needed, at a mutually agreed upon time and place.

Article 76 Staffing and Productivity Committees

Section 1.

- A. Quality and safe patient care and a healthy work environment for all employees are the mutual goals of the Employer and the Union. To that end, the parties agree to work together to achieve the goals of this Article by forming a System Staffing and Productivity Committee (“SSPC”) and subcommittees of the SSPC at each of the Employer’s sites.
- B. Membership on the System Staffing and Productivity Committee shall include the Employer’s Chief Operating Officer, the Chief Nursing Executive of Kaleida Health and the Chief Nursing Officer of each of the Employer’s sites. A representative of the Employer’s Finance, Corporate Human Resource Departments and Director of Operations shall also sit on the SSPC. The Union shall have an equal number of representatives.

- C. Membership on the site subcommittees shall consist of the Chief Nursing Officer or designee at such site, three (3) nursing department managers, three (3) non-nursing department managers and the site Human Resource Department representative. The Union shall have an equal number of representatives.

Section 2. The staffing plans for nursing and non-nursing units/departments cost centers will be developed with consideration given to the applicable criteria below:

- a.) census;
- b.) volume inclusive of admissions, discharges, transfers, add-ons and scheduling backlogs;
- c.) patient acuity inclusive of patient needs for the specific unit/department/cost center;
- d.) patient conditions, inclusive of age, communication skills, functional ability, cultural diversities and linguistic diversities;
- e.) patient safety, inclusive of coordination of care, ability to provide continuity of care, patient education and proper discharge education;
- f.) workload/productivity indices;
- g.) competency and expertise of the staff;
- h.) case mix indices;
- i.) facility characteristics (geography of department/unit, square footage, etc.);
- j.) standard approach to record keeping and information;
- k.) staff mix;
- l.) available support systems;
- m.) patient satisfaction;
- n.) patient care delivery models;
- o.) internal and external benchmarks/standards;
- p.) available financial resources;
- q.) regulatory requirements and mandates;
- r.) quality metrics;
- s.) diagnostic related groupings.

Section 3. Staffing grids or fixed staffing schedules will be initially developed within six (6) months of the effective date of this Agreement and shall be reviewed at least on an every six (6) month basis by the SSPC. The SSPC shall also receive, on an ongoing basis, reports from the site subcommittees regarding the effectiveness of the grids for each of the Employer's hospital sites on a unit/department/cost center basis and shall make changes in the staffing grids as appropriate. Such review of the effectiveness of the staffing grids shall use, among other criteria, the following:

- a.) patient satisfaction;
- b.) employee satisfaction;

- c.) quality metrics;
- d.) productivity metrics; and
- e.) fiscal and budget measures.

Section 4. The SSPC site sub-committee shall consist of up to six (6) union representatives from all the bargaining units covered under this master Agreement and an equal number of Employer representatives. The committee will meet on a monthly or on an as needed basis. Additional representatives may be invited as the agenda dictates. The SSPC site sub-committee will:

- a.) identify staffing issues;
- b.) assess current staffing needs;
- c.) develop criteria for the determination of current and projected staffing needs which can be identified;
- d.) review staffing grievances and staffing committee forms;
- e.) review restricted duty assignments; and
- f.) recruitment and retention strategies.

Section 5. The SSPC shall meet, on a System level, once every calendar quarter and the Employer's Chief Nursing Executive shall be responsible for preparing the agenda for such meetings and shall distribute such agenda, in a written format, at least one (1) week prior to each meeting. Union representatives may submit agenda items to the Employer's Chief Nursing Executive for review and inclusion on the agenda. The SSPC will:

- a.) address staffing concerns that cannot be resolved at the site committee;
- b.) monitor the work of any site staffing committee;
- c.) make recommendations concerning the utilization of consultants; and
- d.) make proposals regarding the issues or criteria which arise under a.) and b.) above.

On a yearly basis, the Chief Financial Officer will meet with the SSPC to review the sections of the following years Kaleida Health budget, especially, those budget issues that will impact staffing and members covered by this Agreement.

Section 6. In order to improve both patient and employee satisfaction the following staffing related factors will also be reviewed and initiatives developed by the Site Staffing Committee:

- a.) the number of work related illness and injury, disability or leaves of absence;
- b.) the number of sick calls, tardiness;
- c.) turnover and vacancy rates;

- d.) use of per diem employees;
- e.) use of part-time employees;
- f.) use of agency staff;
- g.) hours of work, workloads and shift assignments, on call utilization;
- h.) staffing levels and its impact on patient care;
- i.) amount of overtime utilized to cover staffing shortages and its impact on patient care;
- j.) number of floats and flexible employees vs. regular personnel; and
- k.) excessive shift rotation, floating and flexing.

Each unit/department/cost center will post the shift to shift staffing ratios, grids or fixed staffing schedules in a mutually agreed to location.

Section 7. Any employee questioning the staffing levels on his/her unit/department/cost center, shall initially verbally consult the employee's supervisor or department manager to attempt to address the issue in question. If the employee believes his/her concern is still unresolved, he/she may indicate such concern on a staffing committee form and forward a copy of same to the employee's manager/supervisor, the Chair of the site subcommittee and the Union representatives on such subcommittee. The respective manager or other appropriate management representative will provide the employee a written response with seventy-two (72) hours or as soon as practical to any unresolved staffing concern. If the Union Representative for the subcommittee desires to have a review of such forms undertaken by the subcommittee, they should prepare a summary of the same and present such summary at the next subcommittee meeting.

Section 8. If over a four (4) month period a shortfall in budgeted staffing exists and results in hours paid over budget for a job title, and the shortfall is not a result of vacancies or unusual circumstances, the Employer shall, as soon as practical, increase the number of positions (FTE) in that title by an appropriate amount to offset said hours.

Section 9. Any disagreements between the parties regarding the interpretation or implementation of the Article shall be subject to the grievance and arbitration procedure. However, it is agreed that should a grievance proceed to arbitration the arbitrator's ruling shall be limited to the limitations of interpretation and implementation only and the arbitrator cannot be empowered to mandate the Employer to increase or modify staffing levels. A disagreement between the parties regarding staffing plan development, criteria to monitor staffing plans and solutions to any identified issues of deviation from plans that cannot be resolved mutually by the parties shall be subject to mediation before a mutually agreed upon mediator.

Article 77
Workforce Training and Retraining/Committee

Section 1. The Union(s) and the Employer shall establish a corporate Workforce Training & Retraining Committee(s). Committees will be comprised of an equal number of Employer and Union representatives, with up to three (3) members from each Union. The committee will meet monthly, and/or on an as needed basis, at a mutually agreed to time and place. The Unions shall select their respective representatives and union representatives on the committee shall receive time from work and pay to attend the committee meetings.

Section 2. The purpose of this committee will be as follows:

- a.) to remain current on health care employment trends;
- b.) to identify the job titles and job descriptions which are anticipated to be the foundation of the health care work force in the years ahead;
- c.) to identify the job titles and employees most at risk for job loss;
- d.) establish a comprehensive listing of available health care related training and educational programs, inclusive of entrance criteria;
- e.) to determine the resources necessary to train current employees to work in future health care related jobs;
- f.) to seek funding from Federal and/or State Agencies (including the Department of Health) for the purpose of training or retraining employees. These funds will assist the employee in meeting the educational qualifications necessary to enhance their job skills or fill another job title.

It is agreed to and understood by the parties, that the recommendations regarding a.) – f.) will be determined by a majority vote of the committee and then submitted to the appropriate Employer representative for approval. The committee will not vote on program recommendations unless notification of the vote is provided to the committee prior to the meeting. Such decision will be promptly forwarded to the Oversight Committee for review.

Section 3. The committee shall work with institutions of higher education to provide opportunities for clinical preceptorships in a Kaleida clinical setting for programs that would facilitate movement from school to the Employer.

Section 4. The work of the committee will be communicated to employees throughout the system using the most effective means as determined by the committee (e.g., tables, brochures, updates).

Article 78
Access to Technology

Section 1. During the life of this Agreement, the Employer will take steps towards meeting their objective of providing employees access to all Kaleida electronic services that provide

information regarding their employment including websites, intranets, and internets. The information will include Kaleida Health policies, procedures, job postings, and newsletters.

Section 2. The Employer shall continue to develop programs for the proper training in computer usage and orientation to the Kaleida Access Request Security Policy, Internet Access Policy and Procedure and E-mail Policy and Procedure.

Article 79 Savings Clause

In the event a court of competent jurisdiction finds that a Federal or State law, rule, or regulation, or Executive order conflicts with the provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect and the parties will meet to negotiate regarding that portion of the Agreement which has been held invalid.

Article 80 School Health Services Employees

Section 1. A school health services employee is one who is hired to work in one of the following programs:

- a.) School-based health clinics at both elementary and high schools in the Buffalo Public School (BPS, hereafter) District and Charter Schools.
- b.) Any future school-related programs supported by outside source funding.

Section 2. During periods when the school children are not in school, Full-time, Full-time Flex and Part-time School health services employees will be allowed to continue to participate in the Kaleida Health and dental insurance program and the employer will continue to contribute the employer portion of the premium.

School health services employees shall receive travel expenses in accordance with Article 48 Travel.

Section 3. PTO Usage: all employees classified as School Health services employees must allocate PTO or negative PTO for Kaleida Health Holidays (Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day) and excused absences will not be allowed. On holidays which fall on a weekend or on a day in which the employee is not regularly scheduled the employee(s) will not be required to allocate PTO. During Buffalo Public School District and Non-Public School calendar designated days when the Children are not in school including incidental holidays the employee will not be required to use PTO and will have the option to work in the hospital without incurring OT or take an excused absence without accruing PTO. During the winter break (Christmas), as per Buffalo Public and Non-Public School calendar, all employees will be required to use PTO, if an employee does not have PTO to cover those days the employee

shall not be required to use negative PTO and will have the option to work in the hospital without incurring OT or take an excused absence without accruing PTO.

During the spring break, all employees must allocate PTO or negative PTO, not to exceed five (5) days to cover those days and excused absence will not be allowed.

The employees will be allowed to use either excused absences or PTO for superintendent conference days, unplanned days, and half days as well as the two weeks before and after the summer session if they are assigned to work the summer session.

During the Buffalo Public School District and Non-Public School District calendar, days used for remote learning where Buffalo Public School staff are directed to work from home to provide instruction to the children, all School Based Health Center employees will work remotely provided there is work available. This permission does not include days designated as snow days, or other days remote learning is not provided to the children. The Employer reserves the right to rescind any individual's remote working arrangement and access as a result of underperformance, disciplinary action, or for additional training.

School health services employees will have an automatic carry over of up to 75 hours of unused PTO at the end of the PTO plan year. Those employees who do not have enough PTO to cover these days will be allowed to take negative PTO during the PTO year up to the maximum limit as set forth in Article 26, PTO of the Master Bargaining Agreement or take excused absences only as identified above. PTO Scheduling Article 27 will be followed for all bargaining units when requesting the use of unallocated PTO time. Unallocated weeks and days of PTO may be requested four (4) weeks in advance of the time block. The employee will be notified of approval or disapproval of these requests and shall be included in the posted schedule. Unallocated time is defined as PTO time which exceeds the PTO time to cover the Kaleida Holidays and spring break as previously mentioned inclusive of the employee being required to go into the negative limit to cover these aforementioned days. PTO/ESB will accrue as per Master Agreement.

Section 4. At the beginning of the school year, staff will return to their original FTE unless affected through a Job Security presentation.

Section 5. If a School Health Services Employee is unable to report for work they must notify their supervisor no later than 6:00 AM the day of the shift.

Section 6. School Health Services positions are grant funded and subject to change due to changes in the grand funding on a year-to-year basis. Any position affected due to a change in funding will be subject to the layoff and recall language in the appropriate sites.

Section 7. There shall be a School Health Services Labor-Management committee which shall meet at least quarterly to discuss issues specific to the school health services program.

Article 81
Multi-Site On-Call Procedure

Section 1. The Employer and the Union(s) will form a committee to discuss a multi-site on-call procedure. It is understood that the intent of the process is to be voluntary. The committee will become active when there is the need to negotiate a multi-site on-call procedure. The purpose of the Committee will be to determine:

- a.) which departments will benefit from said procedure;
- b.) the number of sites to be involved;
- c.) the training/orientation period needed;
- d.) number of additional FTE's, as required.

Section 2. Upon completion of the above, a trial period not to exceed six (6) months will be established. At culmination of the trial period the committee will reconvene for the purpose of:

- a.) reviewing all findings; and
- b.) making any necessary changes.

Section 3. Once the trial period and the review for necessary changes are complete, the procedure will become permanent. If there are not sufficient volunteers to cover On-Call, it will be assigned to trained personnel in reverse, seniority order. A meeting will be convened with Union representatives prior to implementing the assignments of non-volunteers to discuss implementation.

Section 4. If a multi-site on-call procedure is established, employees placed on-call under this procedure will be paid:

- a.) all pay as outlined in Article 21 of the Master Agreement; plus
- b.) ten percent (10%) over the employee's base rate for all time worked at any site; and
- c.) a lump sum payment of fifty dollars (\$50.00) for each call-in (to any site).

Article 82
Holidays

For All CWA and 1199SEIU BU's
Except OCH RN/LPN and Professionals

Section 1. Employees who work on New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day and Christmas Day will be paid a premium of one and one-half (1½) times their hourly rate for all hours worked on the holiday and as outlined below.

a.) Greater Than Eight (8) Hour Shift Employees:

- (1.) When the majority of hours worked fall within the twenty-four (24) hour period, beginning at 6:00 am on the day of the holiday.
- (2.) Exception 1: The New Year's Day holiday premium will be paid when the majority of hours worked falls within the twenty-four (24) hour period beginning at 6:00 pm on December 31 and to include variable and mid-shift employees.

Employees working a Mid Shift or Variable shift on the New Year's Holiday will receive the Holiday premium if they are scheduled for and work at least 50% of their shift between the hours of 6pm on 12/31 – 6pm on 1/1.

- (3.) Exception 2: Christmas Day holiday premium will be paid when the majority of hours worked falls within the twenty-four (24) hour period beginning at 6:00 pm on December and to include variable and mid-shift employees.

Employees working a Mid Shift or Variable shift on the New Year's Holiday will receive the Holiday premium if they are scheduled for and work at least 50% of their shift between the hours of 6pm on 12/24 – 6pm on 12/25.

*Exception the 12pm – 12:30am mid shift on 12/25 at DeGraff Medical Park will receive the holiday premium.

b.) Eight (8) Hour (or less) Shift Employees:

- (1.) When the majority of hours worked falls within the twenty-four (24) hour period beginning at 11:00 pm on the eve of the holiday.
- (2.) The only exception will be the New Year's Day holiday. Premium will be paid when the majority of hours fall within the twenty-four (24) hour period beginning at 3:00 pm December 31, including 11 am – 7 pm shift.

Section 2. For departments that will close to celebrate a holiday, the following will apply for scheduling purposes only.

- a.) If the contractual holiday falls on a Saturday, Friday will be considered the holiday.
- b.) If the contractual holiday falls on a Sunday, Monday will be considered the holiday.
- c.) Full time employees whose work schedules are eight (8) hours long and the department is only open five (5) days a week, it is understood by the parties that in this instance when the holiday falls within this time frame, the employee will be scheduled for PTO for the holiday.

It is agreed to and understood by the parties that no later than November 1 of each year, the Employer will notify employees if a department will remain open on the Monday or Friday referenced above, for the following year, thereby giving the employees an opportunity to make a time request for either the Monday or Friday off.

For the 2022 Holiday Season:

Section 3. When the department must remain open for the six (6) contractual holidays, employees scheduled eight (8) hours or less shall 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 4. When the department must remain open for the six (6) contractual holidays, employees scheduled to work greater than eight (8) hours including forty (40) hour weekend employees, shall be required to work no more than one (1) holiday in each of the following groups of holidays:

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

For the 2023 Holiday Season:

Section 5. When the department must remain open for the eight (8) contractual holidays, employees scheduled eight (8) hours or less shall be required to work no more than one (1) holiday in each of the following groups of holidays:

- a.) Martin Luther King, Jr. Day or Memorial Day;
- b.) Juneteenth or Independence Day;
- c.) Labor Day or Thanksgiving Day; and
- d.) Christmas Day or New Year's Day.

Section 6. When the department must remain open for the eight (8) contractual holidays, employees scheduled to work greater than eight (8) hours including forty (40) hour weekend employees, shall be required to work no more than one (1) holiday in each of the following groups of holidays:

- a.) Martin Luther King, Jr Day or Memorial Day;
- b.) Juneteenth or Independence Day or Labor Day;
- c.) Thanksgiving Day or Christmas Day or New Year's Day.

Section 7. Selection of the Holiday:

a.) A preference list shall be posted in each department for the purpose of selecting the holiday to work. All employees must sign up for a holiday preference or they will be assigned a holiday based on their seniority and the look back period. See Section 5b and 5c, 1 and 2 below.

b.) The preference list posting dates beginning in 2023 will be:

(1.) by October 1 for holiday groupings in 5. a. and 6. a.;

(2.) by February 1 for the Summer holidays 5. b., 5. c, and 6. b.; and

(3.) by June 1 for the Winter holidays 5. d. and 6. c.

The preference shall be posted for the month and holidays will be approved within thirty (30) days from the end of the posting. This thirty (30) day period will include the one (1) week period for posting referenced in b.) below.

c.) If the distribution of staff is uneven a notice will be posted for one (1) week for volunteers to change their preference.

(1.) For eight (8) hours or less: If there are insufficient volunteers, then the employee who is least senior and had the holiday off the previous year shall be reassigned to another holiday in the group.

(2.) For greater than eight (8) hours: If there are insufficient volunteers then the employee who is least senior and had the holiday off the previous two (2) years shall be assigned to another holiday in the group.

(3.) If there are too many volunteers then the employee who is most senior will be offered to work or be taken off the holiday.

(4.) Employees who volunteer to work more than one holiday, in that holiday group, will be awarded the extra holiday in order of seniority on a rotating basis.

(5.) If no employees from their hired shift volunteer to work a holiday; other employees may volunteer to work that shift, as long as there is no need on that employee's primary shift.

d.) In the event that staff is not provided in a.-b. above, then the staff will be asked to volunteer for an additional holiday. If staffing remains insufficient, it shall 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 being utilized first. However, any one (1) staff member shall not work more than one (1) additional holiday in a calendar year.

e.) If the unit/department's census or patient acuity decreases, then any employee required to work more than one (1) holiday in that group shall 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 shall be offered to other staff members based on seniority.

- f.) Employees who volunteer to work more than one (1) holiday in a group shall be considered last for benefit time off on the holiday they volunteered for.
- g.) Holiday commitments which occur during approved PTO will be met.
- h.) Switching of shifts or partial shifts between employees may occur after the schedule is posted and as per Article 15 Section 7 of the Master Agreement. Written requests must have signatures of the affected employees and must be approved by the appropriate manager. The initially scheduled holiday shall be considered the holiday commitment.
- i.) An employee will not be scheduled to work the eve and the day of Christmas or New Year's unless he or she volunteers to do so.
- j.) If an employee successfully bids and transfers to a new position they will be required to meet their Holiday commitment. This may require the employee to reschedule their Holiday to meet the needs of the new unit; if their commitment was not already met inclusive of the process in Section 5b.) & c.) of this article. For an involuntary transfer, posted holiday commitments will be honored for that grouping.
- k.) If an employee calls in on their scheduled Holiday, the employee will not have met their Holiday commitment and may be scheduled for that holiday the following year.

Section 8. Employees who do not report for the last scheduled shift before a holiday or the first scheduled shift after a holiday or those who do not report for work on the holiday will be changed with a PTU.

Section 9. The Employer will not float employees on a contractual holiday.

FOR ALL CWA BARGAINING UNITS

Section 1. If an employee is downsized on a holiday, that occurrence will not be counted on the downsizing wheel for the department.

FOR OCH RN/LPN

Section 1. Employees who work on New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day and Christmas Day will be paid a premium of one and one-half (1½) times their hourly rate for all hours worked on the holiday and as outlined below.

- a.) Greater Than Eight (8) Hour Shift Employees:

- (1.) When the majority of hours worked fall within the twenty-four (24) hour period, beginning at 6:00 am on the day of the holiday.
- (2.) Exception 1: The New Year's Day holiday premium will be paid when the majority of hours worked falls within the twenty-four (24) hour period beginning at 6:00 pm on December 31 and to include variable and mid-shift employees.

Employees working a Mid Shift or Variable shift on the New Year's Holiday will receive the Holiday premium if they are scheduled for and work at least 50% of their shift between the hours of 6pm on 12/31 – 6pm on 1/1.

- (3.) Exception 2: Christmas Day holiday premium will be paid when the majority of hours worked falls within the twenty-four (24) hour period beginning at 6:00 pm on December 24 and to include variable and mid-shift employees.

Employees working a Mid Shift or Variable shift on the Christmas Holiday will receive the Holiday premium if they are scheduled for and work at least 50% of their shift between the hours of 6pm on 12/24 – 6pm on 12/25.

b.) Eight (8) Hour (or less) Shift Employees:

- (1.) When the majority of hours worked falls within the twenty-four (24) hour period beginning at 11:00 pm on the eve of the holiday.
- (2.) The only exception will be the New Year's Day holiday. Premium will be paid when the majority of hours fall within the twenty-four (24) hour period beginning at 3:00 pm December 31, including 11 am – 7 pm shift.

Section 2. For departments that will close to celebrate a holiday, the following will apply for scheduling purposes only.

- a.) If the contractual holiday falls on a Saturday, Friday will be considered the holiday.
- b.) If the contractual holiday falls on a Sunday, Monday will be considered the holiday.
- c.) Full time employees whose work schedules are eight (8) hours long and the department is only open five (5) days a week, it is understood by the parties that in this instance when the holiday falls within this time frame, the employee will be scheduled for PTO for the holiday.

It is agreed to and understood by the parties that no later than November 1 of each year, the Employer will notify employees if a department will remain open on the Monday or Friday referenced above, for the following year, thereby giving the employees an opportunity to make a time request for either the Monday or Friday off.

Section 3. Employees who do not report for the last scheduled shift before a holiday or the first scheduled shift after a holiday or those who do not report for work on the holiday will be charged with a PTU.

Section 4. For the Licensed Practical Nurses and the Registered Nurses at John R. Oishei Children's Hospital the following language will apply:

- a.) All employees holding rotating positions will bid and work their holiday requirement on their primary shift, except in areas where rotation is pre-assigned on a yearly basis.
- b.) The Hospital will schedule enough staff to appropriately cover the normal staffing pattern of each clinical unit including float pools. In the event that the staffing on a holiday exceeds the normal requirement, an employee may be taken off the holiday in descending seniority order and rescheduled to adequately staff another day during the pay period if mutually agreed upon.
- c.) An employee who calls in PTU or reports off on a holiday listed in this Agreement will be required to make up such days on another holiday within the next twelve months unless the absence is due to the employee's extended illness (three [3] or more days), hospitalization, bereavement leave, LOA, Workers' Compensation, DBL or continuous FMLA.
- d.) Switching of shifts or partial shifts between employees may occur after the schedule is posted with the manager's approval. Written request must have signatures of the affected employees. The initially scheduled holiday shall be considered the holiday commitment. Partial shifts must be a minimum of four (4) hours in length.
- e.) Employees on DBL, Workers' Compensation or other extended leave will be contacted by the Manager for their holiday time requests. All holiday bidding deadlines will be upheld.
- f.) Holiday Requirements for 2022:
 - (1.) Employees working shifts of eight (8) hours or less will be scheduled to work one holiday from each of the following groups:
 - (a.) Memorial Day and July 4;
 - (b.) Labor Day and Thanksgiving Day.
 - (2.) Employees working extended shifts (ten [10] hours or greater) will be scheduled to work one of the following holidays:
 - (a.) Memorial Day;
 - (b.) July 4;
 - (c.) Labor Day;
 - (d.) Thanksgiving Day.

- (3.) Per diem employees will be scheduled to work one holiday from the following group:

Memorial Day, July 4, Labor Day or Thanksgiving.

Bidding for these holidays will be done by seniority at the same time as vacation bidding. An employee's scheduled vacation week does not excuse the employee from the above holiday obligations.

- (4.) Employees working shifts of eight (8) hours or less will be scheduled to work two (2) of the following:

- (a.) Christmas Eve;
- (b.) Christmas Day;
- (c.) New Year's Eve;
- (d.) New Year's Day.

- (5.) Employees working extended shifts will be scheduled to work one of the following:

- (a.) Christmas Eve;
- (b.) Christmas Day;
- (c.) New Year's Eve;
- (d.) New Year's Day.

- (6.) Per diem employees will be scheduled to work one holiday from the following group:

- (a.) Christmas Eve;
- (b.) Christmas Day;
- (c.) New Year's Eve;
- (d.) New Year's Day.

g.) Holiday Requirements Beginning in 2023:

- (1.) Employees working shifts of eight (8) hours or less will be scheduled to work one holiday from each of the following groups:

- (a.) Martin Luther King, Jr. Day or Memorial Day;
- (b.) Juneteenth and July 4;
- (c.) Labor Day and Thanksgiving Day.

- (2.) Employees working extended shifts (ten [10] hours or greater) will be scheduled to work one of the following holidays:

- (a.) Martin Luther King, Jr. Day;
 - (b.) Memorial Day;
 - (c.) Juneteenth;
 - (d.) July 4;
 - (e.) Labor Day;
 - (f.) Thanksgiving Day.
- (3.) Per diem employees will be scheduled to work one holiday from the following group:

Martin Luther King, Jr. Day, Memorial Day, Juneteenth, July 4, Labor Day or Thanksgiving.

Bidding for these holidays will be done by seniority at the same time as vacation bidding. An employee's scheduled vacation week does not excuse the employee from the above holiday obligations.

- (4.) Employees working shifts of eight (8) hours or less will be scheduled to work two (2) of the following:
- (a.) Christmas Eve;
 - (b.) Christmas Day;
 - (c.) New Year's Eve;
 - (d.) New Year's Day.
- (5.) Employees working extended shifts will be scheduled to work one of the following:
- (a.) Christmas Eve;
 - (b.) Christmas Day;
 - (c.) New Year's Eve;
 - (d.) New Year's Day.
- (6.) Per diem employees will be scheduled to work one holiday from the following group:
- (a.) Christmas Eve;
 - (b.) Christmas Day;
 - (c.) New Year's Eve;
 - (d.) New Year's Day.

A preference list will be posted in each unit for the purpose of selecting winter holiday work by seniority. Then preference list will be posted for the month of August and winter holidays will be approved within 30 calendar days of the end of this posting.

An employee's scheduled vacation will not excuse an employee from their Holiday obligation. However, an employee scheduled for vacation for only one of the Christmas/New Year's weeks will be scheduled to fulfill their Holiday obligation on the alternate holiday or holidays. An employee scheduled for both weeks' vacation will choose their holiday or holiday by seniority.

- a.) In order to meet the staffing needs of the department, it may be necessary to schedule an additional holiday based on seniority. Employees who are required to schedule an extra holiday will be offered, in seniority order, a choice from the remaining holidays. Additional holidays will be designated as such on the schedules.
- b.) In the event that the number of staff on a unit exceeds the required staff needed, those employees scheduled to work the additional holiday will be downsized first. If there is more than one employee in this category, time off will be offered by seniority. If there is no employee in this category, downsizing will be completed based on seniority of all scheduled staff, inclusive of per diems. Float Pool seniority will be blended with the seniority of all employees within the Division that the Float Pool employee is assigned.
- c.) Per Diem employees will be blended into the seniority of all employees within the unit for the purpose of bidding on holiday time. They will not be required to schedule an additional holiday unless they choose to do so.
- d.) No employee will be required to work more than sixteen (16) hours over Christmas Eve and Christmas Day (from 7:00 a.m. December 24 to 7:30 a.m. December 26) unless scheduled for a holiday make-up day. During this period, no employee will be scheduled for a length of shifts that varies from their regular shift.
- e.) No extended shift employee will be scheduled to work more than two (2) consecutive shifts between December 23 and December 26.

For OCH Professional Bargaining Unit

Section 1. Employees who work on New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day and Christmas Day will be paid a premium of one and one-half (1½) times their hourly rate for all hours worked on the holiday and as outlined below.

- a.) Greater Than Eight (8) Hour Shift Employees:
 - 1.) When the majority of hours worked fall within the twenty-four (24) hour period, beginning at 6:00 am on the day of the holiday.

- 2.) Exception 1: The New Year's Day holiday premium will be paid when the majority of hours worked falls within the twenty-four (24) hour period beginning at 6:00 pm on December 31 and to include variable and mid-shift employees.

Employees working a Mid Shift or Variable shift on the New Year's Holiday will receive the Holiday premium if they are scheduled for and work at least 50% of their shift between the hours of 6pm on 12/31 – 6pm on 1/1.

- 3.) Exception 2: Christmas Day holiday premium will be paid when the majority of hours worked falls within the twenty-four (24) hour period beginning at 6:00 pm on December 24 and to include variable and mid shift employees.

Employees working a Mid Shift or Variable shift on the Christmas Holiday will receive the Holiday premium if they are scheduled for and work at least 50% of their shift between the hours of 6pm on 12/24 – 6pm on 12/25.

- b.) Eight (8) Hour (or less) Shift Employees:

- 1.) When the majority of hours worked falls within the twenty-four (24) hour period beginning at 11:00 pm on the eve of the holiday.
- 2.) The only exception will be the New Year's Day holiday. Premium will be paid when the majority of hours fall within the twenty-four (24) hour period beginning at 3:00 pm December 31, including 11 am – 7 pm shift.

Section 2. For departments that will close to celebrate a holiday, the following will apply for scheduling purposes only.

- a.) If the contractual holiday falls on a Saturday, Friday will be considered the holiday.
- b.) If the contractual holiday falls on a Sunday, Monday will be considered the holiday.
- c.) Full time employees whose work schedules are eight (8) hours long and the department is only open five (5) days a week, it is understood by the parties that in this instance when the holiday falls within this time frame, the employee will be scheduled for PTO for the holiday.

It is agreed to and understood by the parties that no later than November 1 of each year, the Employer will notify employees if a department will remain open on the Monday or Friday referenced above, for the following year, thereby giving the employees an opportunity to make a time request for either the Monday or Friday off.

2022 Holidays:

Section 3. When the department must remain open for the six (6) contractual holidays, employees, shall be required to work no more than one (1) holiday in each of the following groups of holidays:

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

2023 Holidays:

Section 4. When the department must remain open for the eight (8) contractual holidays, employees, shall be required to work no more than one (1) holiday in each of the following groups of holidays:

- a.) Martin Luther King, Jr. Day and Juneteenth;
- b.) Memorial Day, Independence Day and Labor Day;
- c.) Thanksgiving Day, Christmas Day and New Year's Day.

Section 5. Selection of the holiday beginning 2023:

- a.) A preference list shall be posted in each department for the purpose of selecting the holiday to work.
- b.) The preference list posting dates will be:
 - (1.) by October 1 for the holiday grouping in 4. a.; and
 - (2.) by February 1 for holiday grouping in 4. b.; and
 - (3.) by June 1 for holiday grouping in 4c.

The preference shall be posted for the month and holidays will be approved within thirty (30) days from the end of the posting. This thirty (30) day period will include the one (1) week period for posting referenced in b.) below.

- c.) If the distribution of staff is uneven a notice will be posted for one (1) week for volunteers to change their preference.
 - (1.) If there are insufficient volunteers then the employee who is least senior and had the holiday off the previous two (2) years shall be assigned to another holiday in the group.
 - (2.) If there are too many volunteers then an employee will be offered to work or be taken off the holiday in order of seniority on a rotating basis.

- (3.) Employees, who volunteer to work more than one holiday, in that holiday group, will be awarded the extra holiday in order of seniority on a rotating basis.
- (4.) If no employees from their hired shift volunteer to work a holiday; other employees may volunteer to work that shift, as long as there is no need on that employee's primary shift.
- d.) In the event that staff is not provided in a.-b. above, then the staff will be asked to volunteer for an additional holiday. If staffing remains insufficient, it shall 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 being utilized first. However, any one (1) staff member shall not work more than one (1) additional holiday in a calendar year.
- e.) If the unit/department's census or patient acuity decreases, then any employee required to work more than one (1) holiday in that group shall be offered benefit time first. If there is more than one (1) employee in this category, benefit time will be offered by seniority on a rotating basis. In the event there are no employees in this category, benefit time shall be offered to other staff members based on seniority on a rotating basis.
- f.) Employees who volunteer to work more than one (1) holiday in a group shall be considered last for benefit time off on the holiday they volunteered for.
- g.) Holiday commitments which occur during approved PTO will be met.
- h.) Switching of shifts or partial shifts between employees may occur after the schedule is posted and as per Article 15 Section 7 of the Master Agreement. Written requests must have signatures of the affected employees and must be approved by the appropriate manager. The initially scheduled holiday shall be considered the holiday commitment.
- i.) An employee will not be scheduled to work the eve and the day of Christmas or New Year's unless he or she volunteers to do so.
- j.) If an employee successfully bids and transfers to a new position they will be required to meet their Holiday commitment. This may require the employee to reschedule their Holiday to meet the needs of the new unit; if their commitment was not already met inclusive of the process in Section 3 of this article. For an involuntary transfer, posted holiday commitments will be honored for that grouping.
- k.) If an employee calls in on their scheduled Holiday, the employee will not have met their Holiday commitment and may be scheduled for that holiday the following year.
- l.) It is understood that for employees hired to the day shift with rotation coverage of evening and midnight holiday shifts shall be assigned in order of seniority on a rotating basis.

Section 6. Employees who do not report for the last scheduled shift before a holiday or the first scheduled shift after a holiday or those who do not report for work on the holiday will be changed with a PTU.

Article 83 Union Membership

FOR 1199 SEIU

Section 1. It shall be a condition of employment that each employee shall become and remain a member in good standing of the Union upon completion of thirty (30) days of employment.

Section 2. "Member in good standing" shall mean the employee has tendered the initiation fee and periodic dues uniformly required as a condition of union membership.

FOR CWA

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 84 Pharmacy Shift Rotation at the Buffalo General Hospital

Section 1. Schedules will be prepared covering a four (4) week time block.

Section 2. Employees can volunteer to rotate to the evening and night shift without limitation. Volunteering will not count as rotation commitment.

Section 3. It is understood that total rotation to off shifts will be done so that no higher-seniority Pharmacist will rotate to a greater extent than a lower-seniority Pharmacist over the course of any time block. The following sections will detail how specific rotations will be accomplished.

Section 4. Single Night Rotation: Night rotation will use a three (3) tier system:

- a.) Full-time employees with less than twenty (20) years of seniority (non-probationary) as a pharmacist will initially rotate as needed up to four (4) times per calendar year. Part-time employees will rotate to an amount equal to their FTE times 4. E.g., a .5 FTE pharmacist will rotate initially two (2) times per year ($.5 \times 4 = 2$).
- b.) If additional rotations are needed, employees with less than ten (10) years seniority will each rotate one (1) additional time (i.e., 5 times total), in inverse order of seniority.
- c.) If further night shift vacancies exist then Pharmacists with twenty (20) years' experience or greater will rotate, beginning with least senior in this group, up to two times per year (prorated by their FTE).
- d.) If the above method is still insufficient to cover all open single night shifts then all pharmacists will rotate additional night shifts, in inverse order of seniority, until all single open shifts are covered. Greater needs will be met in the same fashion, with less senior employees first rotating an additional shift, then more senior employees rotating an additional shift.

Section 5. Multiple Night Shift Rotation: The same basic system of three (3) tiers as in Section 3. above will be used. For the purposes of this section one (1) occurrence will be considered one of the following:

- a.) 4 consecutive nights of the 7 on/7 off shift;
- b.) 3 consecutive nights of the 7 on/7 off shift plus one other 10-hour shift (day or evening);
- c.) the 4 x 10 hour night shift (Monday through Thursday);
- d.) the 5 x 7.5 hour night shift (Monday through Friday, 11:00 p.m. to 7:00 a.m.). Working this shift will count as both one (1) occurrence under Section 4. and one (1) night shift under Section 3.

If the rotating Pharmacist opts to work the full seven (7) days of the 7 on/7 off then this will be considered two (2) occurrences.

Section 6. It is understood that preference will be given to the Pharmacist who opts to work the full seven (7) days of the 7 on/7 off shift. In other words if the Pharmacist next on the list to cover 7 on/7 off shift declines to work the full week then the option passes to the next most senior Pharmacist in the group as listed below. If each

Pharmacist in the seniority group declines the full week then the shift returns to those first two on the list and is split among them with most senior having the choice.

- a.) Full-time employees with less than twenty (20) years seniority (non-probationary) as a Pharmacist will initially rotate as needed up to four (4) occurrences per calendar year. Part-time employees will rotate to an amount equal to the FTE x 4.
- b.) If additional rotations are needed, employees with less than ten (10) years seniority will each rotate one (1) additional time (i.e., now a total of five [5] occurrences), in inverse order of seniority.
- c.) If further rotations are needed then Pharmacists with twenty (20) years' experience or greater will rotate, beginning with least senior in this group, up to one (1) occurrence per year (or as prorated by their FTE).
- d.) If the above method is still insufficient to cover all open night shifts then all Pharmacists will rotate additional night shifts (occurrences), in inverse order of seniority, until all open shifts are covered. Greater needs will be met in the same fashion, with less senior employees first rotating an additional occurrence, then more senior employees rotating an additional occurrence.

Section 7. No employee will be assigned to work more than two (2) different shifts in any seven (7) day period.

Article 85

Payroll Deduction of Union Dues

FOR 1199 SEIU

Section 1. Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit A, or in any other form designated by the Union necessary to accommodate any changes in the 1199 dues or initiation fee structure, the Employer shall, pursuant to such authorization, deduct regular dues and/or initiation fees as established from time to time by the Union from the wages due said Employee. Such deduction shall start no later than the first pay period following the completion of the Employee's first thirty (30) days of employment.

The Employer shall remit to the Union all deductions for dues and/or initiation fees made from the wages of all Employees on or before the fifteenth (15th) day of the month following the month in which paycheck was dated from which those dues and initiation fees were deducted.

This remittance shall be accompanied by a list of all Employees on whose behalf dues and initiations fees are being paid. Such list shall include, for each Employee, the following information: Institution, Employee's name, social security number, job classification, amount of dues remitted, amount of initiation remitted, hours worked, gross pay, and total pay subject to dues deduction.

Section 2. At the written request of the Union made in accordance with the provisions of this paragraph 2, the Employer shall deduct from the wages due an affected employee an amount stated by the Union to be unpaid dues and/or initiation fees. Such a written request for unpaid dues shall be made by the Union no more frequently than twice a year on January 1 and/or July 1. The Request shall include the name, social security number, amount of dues and/or amount of initiation to be deducted from the employee's wages, and the number of installments by which the total shall be deducted.

With the written Request, the Union shall send the Employer a copy of a letter that has been sent to each listed employee advising them of the Union's dues and initiation fee policies, the amount of dues or initiation fees owed by the members, an explanation of the computation, and the procedure by which such unpaid dues and/or initiation fees shall be deducted by the Employer. The letter shall advise the employee to direct any question on this deduction to the Union. The Employer shall provide the Union with the name, title, and telephone number of the person to which Requests pursuant to this paragraph shall be submitted.

The Employer shall make the first deduction pursuant to the request no more than thirty (30) days after receipt of the Request, and shall remit the deductions on the same schedule as set forth in paragraph 1 above.

The Employer shall provide to the Union a separate list of all employees on whose behalf payments pursuant to this paragraph 2 are being made. Said list shall include name, social security number, and amount of dues and/or amount of initiation remitted.

The limitation of submission of requests on January 1 and July 1 shall not apply when an employee is a new hire from whom deductions of dues and/or initiation by the Employer shall commence immediately on the Employer receiving written authorization.

The Employer shall not be required to attempt to recover unpaid dues or initiation fees from employees who have terminated employment and received their last wages prior to the receipt of the Request.

Section 3. Employees who do not sign written authorizations for deductions must adhere to the same payment procedure by making payments directly to the Union.

Section 4. The Employer shall be relieved from making such 'check-off deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences in section (b) - (d), the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by Paragraph 1 hereof. This provision, however, shall not relieve any Employee of the obligation to make the required dues and initiation payment pursuant to the Union constitution in order to remain in good standing of the Union.

Section 5. The Employer shall not be obliged to make dues deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 6. The Employer agrees to furnish the Union each month within fifteen (15) days after the end of the month a listing in order of social security numbers of the names of all bargaining unit Employees paid at any time in the prior month, their addresses, social security numbers, classifications of work, their date of hire, and if terminated during the month, their date of termination; and names of bargaining unit Employees on leave of absence together with their beginning dates of leave of absence and type of leave.

Section 7. Any list required hereunder that contains in excess of twenty-five (25) names shall be transmitted to the Union in electronic form in the format annexed hereto as exhibit (). The Employer shall provide to the Union: the name, title, e-mail address, and telephone number of one person responsible for each separate dues/initiation and Political Action Fund remittance list to be submitted pursuant to this paragraph who can directly authorize and produce such electronic transmission.

FOR CWA

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 86
Political Action Committee Deductions

FOR 1199 SEIU

Section 1. Political Action Fund. Upon receipt of a written authorization from an employee in the form designated by the Union and necessary to accommodate political action deductions, the Employer shall, pursuant to such authorization, deduct from the wages due said employee every pay period the sum specified in said authorization and remit the funds to the 1199 Political Action Fund, in the same manner and at the same time as the Employer shall remit dues and initiation as described above. This remittance shall be accompanied by a list of all employees on whose behalf deductions are being submitted. Such list shall include, for each employee, the following information: Institution, employee's name, social security number, and amount remitted.

Section 2. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of compliance with the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Employer hereunder. The Union further indemnifies and holds the Employer harmless from any claims, actions or proceeding by any government agency or by any groups so long as such groups are not funded directly or indirectly by the Employer arising from deductions made by the Employer for the 1199 Political Action Fund

FOR CWA

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 PAF 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 87
Labor-Management Committees

Section 1. The Union and the Employer, recognizing the importance of labor-management relations, agree to meet to discuss items of importance to either or both parties in a Labor Management Committee (LMC) format. To that end, a committee will be established and maintained for each bargaining unit. As a general rule, grievance issues and contract interpretation issues should be discussed in other forums. The work of such Committees shall not duplicate the work of other committees under the Master Bargaining Agreement.

Section 2. The committees shall meet monthly or as agreed by the parties at a mutually agreeable time and place. The meeting will be attended by the Hospital President, and/or designee, a Human Resource representative and the appropriate Union representatives.

Section 3. Employees who attend the meetings will be released during their regular shift. The Employer agrees to pay the committee for hours spent in committee meetings up to but no more than four (4) per bargaining unit as mutually agreed to by the Employer and the Union.

Section 4. All agenda items shall be exchanged at least forty-eight (48) hours prior to the meeting.

Section 5. In addition to the bargaining unit LMCs, the parties acknowledge that there are individual units and departments that utilize the LMC process and meet regularly to resolve workplace problems and that process will continue.

Article 88
Temporary Closure of Units/Departments

Section 1. 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 will notify all affected employees and the Union of unit closures and unit reopening.
- b.) When it is known in advance that an employee's unit will be closed the affected employees will be reassigned as needed within their site, as per Article 19, Floating (excluding Section 2.). The affected employees' approved schedule will be maintained.

Section 2. In the event that all staff are not needed, the affected employees will be offered the option to downsize as per Article 18, Temporary Downsizing.

Section 3. Any unit closures greater than twenty-one (21) days will be reviewed by the site job security committee.

Article 89
Security Technology

- Section 1. The Employer and the Union agree to the following:
- a.) Kaleida Health will not install surveillance cameras solely for the purpose of monitoring employee actions.
 - b.) The Employer agrees to provide the Unions with notification any time a camera is relocated or added.
 - c.) Kaleida Health will not install surveillance cameras in any rest room areas, locker room areas or any other area that could be considered an employee invasion of privacy.

Article 90
Health Information Technology

Section 1. The Employer shall provide the Unions notice of any major new proposed technological change that impacts employees across Kaleida e.g. EMR, Bridge and Cerner. The Employer will provide updates of such new or revised information as it becomes available. This notice shall take place at Oversight Committee.

Section 2. The Union shall have reasonable access, as appropriate, to Employer personnel who are knowledgeable about any proposed new major technology to review and discuss information concerning any impacts on members of the bargaining units(s).

Section 3. Employer purchasing representatives and managers in areas where new equipment or technology is being contemplated to be purchased or used on a trial basis will, to the extent as practical and appropriate, seek input from employees who will use such equipment and technology regarding the operational feasibility and efficiency of such equipment and technology.

Section 4. Nothing in this Article shall be read to prevent the Employer to exercise its management rights to decide which type of equipment or technology to purchase, lease or acquire or require the Employer to bargain about its decisions to purchase or lease same.

Article 91
Float Pool Employees

Section 1. Float pool employees are full-time, part-time, flexible or per diem employees hired into a specific cost center for the purpose of floating to nursing units/departments to supplement the nursing staff in units experiencing census fluctuations, unscheduled absences, or long term absences not to exceed the current posted schedule. Float pool employees are assigned to a unit on a day to day basis. It is agreed to and understood by the parties that it is not the

intent of this article to create a pool of employees that will replace the need for staff to be hired into a cost center or, to in any way eliminate the hiring of staff into cost centers.

Section 2. If there are no nursing units that require additional staffing on a particular shift and downsizing is required, the float pool personnel will be downsized within their cost center and according to Article 18, Temporary Downsizing.

Section 3. Once float pool employees have reported to and clocked in to work on a unit/department and the unit is downsizing, the float personnel will be included in the unit's downsizing.

Section 4. A Float pool employee will not be assigned more than two (2) different units during their shift unless mutually agreed upon.

Section 5. Float pool employees will, as a general rule, be given at least one (1) hour notice if they are going to be floated during the course of a shift.

Section 6. If a float pool employee is required to float for a second time during the course of his/her shift, and two (2) or fewer hours remain in the shift, the employee's assignment will reflect the limited time on the unit.

Section 7. If a float pool employee is floated at the beginning of the shift and will be on the unit for two (2) hours or less, the employee assignment will reflect the limited time on the unit.

Section 8. For the OCH RN/LPN bargaining units, the following float pool language will continue to apply:

a.) OCH will maintain the following float pools:

(1.) Critical Care Float Pools:

(a.) ED, PICU, NICU;

(b.) ED, PICU;

(c.) PICU, NICU;

(2.) Maternity Float Pool;

(3.) Pediatric Float Pool;

The OCH Critical Care Float Pools b.) and c.) above will transition to Critical Care Float Pool a.) through attrition.

b.) Each float pool will be considered its own unit. It is understood that float pool employees shall have seniority among themselves. All scheduling and PTO requests will be made as a unit.

c.) Float pool employees will be available on every shift. One half (1/2) of all

available float pool employees' time may be prescheduled per time block. Scheduling off this time will be equitably assigned with consideration to unit needs, skill mix, competency and employees FTE status.

- d.) If a free floating float pool employee requests an excused day and help is needed due to short staffing, the float pool nurse will float. If a free floating float pool employee requests an excuse day and no help is needed, the float pool request will be granted before unit staff requests.
- e.) Float pool will maintain normal staffing patterns on holidays.
- f.) In the event float help is needed outside of their division it will be done on a rotating basis among free-floating float pool staff.
- g.) Float pool seniority will be blended with the seniority of all employees within the Division that the Float Pool employee is assigned as it relates to Holiday downsizing.

Section 9. For the Adult Sites, the following RN Float Pool language will apply:

a.) BGMC will maintain the following Float Pools:

- (1.) Med Surg./Telemetry will include: 16N/S, 15N/S, 14N/S, 13N/S, 12N/S, 10N/S, 9N/S, 4N, OBS, MRU, VIS, ED holds and CAPD*
- (2.) Critical Care will include: MICU, CVICU, NSICU, SICU, ILCU, ED (care for ED pts or ED holds) and CAPD*

* CAPD is a procedural competency per MOU #26

b.) MFSH will maintain the following Float Pools:

- (1.) Critical Care/Telemetry will include: ED, ICU, 2N, 2SW, overflow (CC/Tele)
- (2.) Med Surg/Telemetry will include 2N, 2SW, 2E, 2SE, 3E, 3W, overflow (MS/Tele)
- (3.) Maternity will include: 2W, L&D, NICU, 4N (maternity overflow)

** MFSH float assignments will be evenly distributed among the employees in the float pools to maintain and support competencies for all units within the employees designated float pool.

*** MOU # 38 entitled MFSH Critical Care RNs in MFSH Nursing Floats – Floating to the DMP Emergency Department.

Section 10. Within thirty (30) days following ratification, the vacant positions that are currently designated as BGMC Critical Care Generalist positions will be converted into BGMC Critical Care Float Pool positions. MFSH Critical Care/Med Surg/Telemetry will be converted into Critical Care/Telemetry or Med Surg/Telemetry Float Pool positions.

- a.) In March of 2023 the occupied Generalist Positions will be converted to regular critical care float pool positions and deleted at Job Security. Current occupants

will have the right under Article 51, Layoff and Recall, to option into vacant or newly created critical care float pool positions or any other comparable vacancy that they are qualified for. The parties will work to ensure that the current BGMC Critical Care Generalists are properly orientated.

- b.) Within thirty (30) days following ratification the employees of the occupied MFSH Critical Care/Med Surg/Telemetry positions will have the option to continue to cover all units listed in Section 9 b. (1) and (2) above or utilize their rights under Article 51, Layoff and Recall, to option into vacant or newly created critical care/telemetry float pool positions, med surg/telemetry positions, or any other comparable vacancy that they are qualified for.

Section 11. Upon ratification all RN float pool positions will be converted from RN2 to RN-Float. This will replace the float pool differential for RN's only.

Section 12. All other float pool positions will receive a differential found in the appendixes.

Article 92 Charge Nurse

Section 1. For nurses to be qualified in the charge nurse role, the following criteria must be met.

- a.) The registered nurse or licensed practical nurse in the SNF must have a minimum of (1) year RN or LPN for SNF experience before being charge oriented;
- b.) charge nurse classroom training;
- c.) on the job training/orientation by a trained charge RN (LPN in SNF);
- d.) on line learning via Talent Management;
- e.) self-evaluation of charge competencies;
- f.) evaluation by the manager of charge competencies, which will be based on the charge nurse competency assessment tool and daily charge check list (where deficiencies are identified the RN (LPN in SNF) will be offered retraining).

Section 2. The charge nurse assignment will be rotated on an even basis, among all qualified/competent and trained nurses. In order to facilitate continuity and consistency of patient care, consecutive days of charge may be assigned.

Section 3. In the Millard Fillmore Hospital bargaining units, where permanent charge positions exist, the practice will continue. It is understood that permanent charge nurse assignments:

- a.) will not adversely affect nurse to patient ratios;

- b.) will not be used as management extensions insofar as performing work normally and customarily performed by management and 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 53, 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.

Section 4. For purposes of merger, consolidation and layoff options, permanent charge nurse is an assignment not a job title. RN's will be given the above optioned in Article 55 Merger, Consolidation as a staff nurse in the appropriate job title. The permanent charge nurse assignment will not transfer from one (1) site to another.

Section 5. Charge nurses will be paid in accordance with Appendices D and G of this Agreement.

Section 6. In the skilled nursing facility licensed practical nurses are assigned charge nurse responsibility by the normal manager or supervisor in the absence of an RN and will be paid in accordance with Appendix G of this Agreement.

Article 93 Hours of Work – Clerical Employees

The following language will be deleted from the various Bargaining Unit Agreements and will be included in the Master Agreement. The intent of this language is that all bargaining units that include the applicable job titles will be covered by the provisions of this Article.

Section 1. Any employee, who holds a job title included within Appendix A Clerical Employees Salaries within the Master Agreement, may take work time off with the agreement and supervisor's approval, provided (i) the employee gives 24 hours advanced notice, and (ii) the time will be "made up" within the same week or not made up at all. Make up time must be approved by the supervisor and will be part of the approved schedule. Any "made up" time must be worked by the employee before or after their normal work day. It is understood that the employee will not be entitled to a shift differential, unless the employee normally receives a shift differential. This time will be limited to four (4) hours in any week. Any additional time approved off must be taken as PTO.

Article 94

Extended Shifts

Section 1. Extended shifts are those that exceed the traditional eight (8) hour shift thus decreasing the actual number of days the employee works per week. 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 or thirty-seven and one-half (37½) hours per week for a full-time employee.
- 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 (½) hour unpaid meal period or thirty-six (36) hours per week for a full-time employee.
- c.) Twelve (12) Hour Shifts:
Employees who work eleven and one-half (11 ½) hour shifts shall be scheduled for twelve (12) hours inclusive of a one-half (1/2) hour unpaid meal period or thirty-four and one-half (34 1/2) hours per week for full-time employees.
- d.) Ten (10) Hour Shifts:
Employees who work ten (10) hour shifts shall be scheduled for ten (10) hours inclusive of a one-half (½) hour unpaid meal period. Full-time employees who work ten (10) hour shifts shall be scheduled one (1) shift of nine and one-half (9½) hours inclusive of a one-half (½) hour unpaid meal period or thirty-seven and one-half (37½) hours per week for a full-time employee.
- e.) Ten and one-half (10 1/2) hour shifts:
Employees who work ten and one-half (10 1/2) hour shifts shall be scheduled for ten and one-half (10 ½) hours inclusive of a one-half (1/2) hour unpaid meal period or up to forty (40) hours for a full time employee.
- f.) Alternate Extended Hour Shifts: Employees who work alternate extended shifts shall be scheduled to work forty (40) consecutive hours over the weekend.

Section 2. 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.

Section 3. Full-time employees who work extended shifts will be allowed to pre-schedule additional hours or use accrued PTO to allow the employee to meet one thousand nine hundred and fifty (1,950) in a calendar year (or two thousand eighty (2080) hours in job titles in departments that currently schedule two thousand eighty (2080) hours). Every effort will be made to minimize overtime. No employee however, will be required to work less than four (4) hours per shift. This will not be considered extra time for the purpose of applying

downsizing language. Employees electing the option to pre-schedule additional hours will be required to complete a Time Block Schedule Request Form and submit such form to their supervisor.

Section 4. Units and departments that currently schedule employees in ten (10), ten and one-half (10 ½), twelve and one-half (12 ½) or thirteen (13) hour shifts, will continue to schedule employees in that shift for the life of this Agreement.

Employees that work thirteen (13) hour shifts will be grandfathered as a thirteen (13) hour shift employee for the life of this Agreement. The Employer may change thirteen (13) hour shifts to twelve and one half (12 ½) hour shifts:

- a.) through attrition;
- b.) as vacancies occur;
- c.) as new positions are created; or
- d.) by mutual consent of the employee, the Union and the Employer within the department.

Thirteen (13) hour shift employees, who bid on a position in another thirteen (13) hour shift department, and who is accepted for that position, will have the right to continue to be scheduled thirteen (13) hours even if the job is posted as a twelve and one-half (12 ½) hour shift. Effective on the date of ratification, Kaleida Health will provide the Union with a list of all thirteen (13) hour shift employees inclusive of name, date of hire, department and shift.

Section 5. The parties further agree that there are units and/or departments that schedule employees in a combination of eight (8), ten (10), ten and one-half (10 ½), twelve and one-half (12 ½), and thirteen (13) hour shifts. It is the intent of the Employer to continue this practice of "combination scheduling".

Section 6. Employees working extended shifts will be allowed to split a shift with the prior approval of their immediate supervisor.

Section 7. It is agreed to and understood by the parties that for Nurse Practitioners and Physician Assistants who currently maintain a flexible extended shift schedule, the parties intend to continue that practice.

Article 95 Bulletin Boards

Section 1. The Employer will maintain the bulletin boards in existence on the effective date of this Agreement and agree to install and maintain glass enclosed bulletin boards for new locations, for use by all bargaining units of the Union in designated and appropriate areas within the Corporation of such size, type, design and location as may be mutually agreed.

- Section 2. The following kinds of materials or literature do not require prior advance notice:
- a.) notice of Union recreational or social affairs;
 - b.) notice of Union elections;
 - c.) notice of Union appointments and results of Union elections;
 - d.) notice 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.

Section 4. Any additional future sites where employees represented by the Union are employed, the parties will tour the facility and mutually select locations for Union bulletin boards.

Article 96 Clinical Progression Model

Section 1. Clinical Progression Tracks

Pathways as follows:

NURSING CLINICAL TRACK

Level I	<ul style="list-style-type: none"> • Entry level Professional Registered Nurse or Graduate Nurse hired at Kaleida Health in a staff-nursing role.
Level II	<ul style="list-style-type: none"> • Successful completion of 90 day probationary period • Registered Nurses who do not participate in this model will remain at Level II • Successfully fulfills all aspects of job description and competencies
Level III	<ul style="list-style-type: none"> • Minimum 9,360 hours (equivalent of 5 years) of clinical nursing experience (OR) ANCC National Certification • Bachelor's Degree in Nursing • Fulfill preceptor role and acts as a preceptor at least 4 times/year • Participates on a special project, subject matter expert role or site/facility committee • Active membership on a unit based committee • Serves as a clinical resource for nursing staff as observed by nurse manager and charge nurses • Participates in unit level Quality Improvement • Assists Nurse Manager in clinical competency development • Active membership in a professional nursing association • Completes all required educational offerings

Level IV	<ul style="list-style-type: none"> • Maintains all Level III criteria • Minimum 18,720 hours (equivalent of 10 years) of clinical nursing experience (OR) Master's Degree in Nursing and ANCC National Certification • Active participation on a system-wide committee driving improvement in clinical outcomes • Active participation in clinical policy development • Completes an additional 20 contact hours of educational activities obtained by conferences, professional related academic credits.
Level V	<ul style="list-style-type: none"> • Maintains all Level III and IV criteria • Minimum 28,080 hours (equivalent of 15 years) of clinical nursing experience • Master's or Doctorate degree in Nursing or related field • Active involvement in Nursing Research • Active membership in a national association as evidenced by participation on a national professional nursing committee • National ANCC Certification

CLINICAL NURSING EDUCATOR TRACK

Level I	<ul style="list-style-type: none"> • Entry level Clinical Educator or Clinical Educator MS hired at Kaleida Health
Level II	<ul style="list-style-type: none"> • Successful completion of 90 day probationary period • Educators who do not participate in this model will remain at Level II • Successfully fulfills all aspects of job description and competencies • AHA BLS Instructor
Level III	<ul style="list-style-type: none"> • Demonstrates leadership by being self-motivated and accountable for patient-centered care • Participates in unit-based quality improvement • Provides a minimum of six (6) unit based in-services a year as approved by Clinical Education Manager, including one (1) CE approved in-service • Participates in all hospital required in-services plus 20 contact hours of educational activities obtained from conferences, seminars, profession related academic credits, internet/web-based conferencing, or publications • Active membership in a professional national association • Active membership on a site specific committee to improve quality • Provides evidence-based clinical competency development for new and veteran employees • Mentors new educators to build a successful work team • Demonstrates successful vendor interactions to educate employees to new equipment • Active participation in clinical policy development • Maintains community involvement • Choice of three (3) of the following:

	<ol style="list-style-type: none"> 1) Presents a research-based topic at an advertised event 2) Maintains Instructor status for ACLS, PALS, PEARS, or STABLE 3) DEU, student rotation, or graduate student preceptorship engagement 4) Authors and publishes an article for Kaleida Health 5) Manages a site or Kaleida-based project
Level IV	<ul style="list-style-type: none"> • Maintains all Level III criteria • Develops and implements a unit, or site-based educational program that improves nursing • National ANCC Certification • Choice of two (2) of the following: <ol style="list-style-type: none"> 1) Implements a research project 2) Active participation on a system-wide committee 3) Authors an article for national publication 4) Presents an evidence-based topic for a regional or national conference
Level V	<ul style="list-style-type: none"> • Maintains all Level III and IV criteria • Demonstrates leadership in development of student experiences • Leads formal and informal organizational committees or teams that evaluate patient centered outcomes • Develops and implements formal evidence-based best practice nursing educational programs for a Kaleida Health facility • Instructor of advanced specialty training • Choice of two (2) of the following: <ol style="list-style-type: none"> 1) Actively participates on a national or international professional committee 2) Performs education as an International Service 3) Post Master's Certificate, Doctorate in nursing or related field 4) Participates in national research dissemination

NURSE PRACTITIONER TRACK to be established in committee January 2023 as referenced in Section 5.

PHYSICIAN ASSISTANT TRACK to be established in committee January 2023 as referenced in Section 5.

RESPIRATORY THERAPIST TRACK to be established in committee January 2023 as referenced in Section 5.

Section 2. Clinical Progression Committee

Employee will make application to the program based on the criteria for application as established by the Clinical Progression Committee. Eligible employees may not have an active disciplinary action at the time of the initial appointment to the applicable clinical ladder rung. The committee will complete review of the personnel file at the time of appointment/re-appointment.

The committee will be composed of at least 12 members, but not more than 16 members to include all disciplines represented by the Clinical Progression Model who shall meet and review the application requirements and process annually, as well as quarterly to review all applications submitted. A quorum of each group of representatives, labor and management must be present at all meetings. The committee will be jointly chaired by a labor and management representative. Where there is a need for a tiebreaker, the decision will be alternated between the Chief Nurse Executive or designee and the Union designee. The union designee will determine the first tiebreaker.

Section 3. Financial Incentive as of ratification until December 31, 2022

The financial incentive for those who are appointed or re-appointed in the clinical ladder are the following annual amounts, to be divided and paid in equal installments each pay period:

Level III	\$1,000
Level IV	\$1,500
Level V	\$2,000

Section 4. Financial Incentive as of January 1, 2023

The financial incentive for those who are appointed or re-appointed in the clinical ladder are the following annual amounts, to be divided and paid in equal installments each pay period:

Level III	\$2,000
Level IV	\$3,000
Level V	\$4,000

Section 5. Clinical/Career Progression for other areas

Effective January 1, 2023 the parties agree to establish a joint labor management committee for the purpose of developing a clinical/career progression for other job titles including Nurse Practitioners, Physician Assistants and Respiratory Therapists.

Article 97
OCH Non-Nursing Functions

Section 1. The Employer recognizes that Registered Nurses and LPNs should not be routinely and regularly assigned to perform duties, which the Employer and the Union agree, are non-nursing duties. The duties not to be performed by RN's or LPN's are:

- a.) Dusting;
- b.) Routine stocking of equipment/nourishment rooms;
- c.) Collecting trays;

- d.) Transporting of routine lab work;
- e.) Emptying linen or garbage;
- f.) Routine cleaning of treatment rooms and instruments (except in emergency situations);
- g.) Cleaning of beds;
- h.) Making admission/discharge beds; and
- i.) Routine running of errands on or off floor.

Section 2. It is not the intent of this Article to require a Registered Nurse or LPN as a highly trained professional to routinely and regularly perform duties normally done by Environmental Services, Aides, Nurses’.

Article 98
OCH Non Professional Functions

The Employer recognizes that employees within the Professional bargaining unit should not be routinely performing or assigned to perform non-professional duties that are not part of their job description.

Article 99
OCH Non-Technical Functions

Section 1. The Employer recognizes that Technicians and Technologists should not be routinely and regularly assigned to perform duties which the Employer and the Union agree are non-technical duties outside of their job description.

Section 2. It is not the intent of this Article to require a Technician and Technologists as a highly trained professional to routinely and regularly perform duties normally done by Environmental Services, Nurse Aides or clerical staff. As a result, the Employer will endeavor to float or replace them with support personnel.

Section 3. Transfers of patients from the Emergency Department (ED) to the ED Radiology Room or the ED Radiology Room to the Radiology Department will be done by a technician in these areas unless patient condition and/or status requires additional assistance.

Article 100
Temporary Positions

Section 1. It is agreed to and understood by the parties that the Employer will post all temporary vacancies and temporary assignments (including those positions designated as a special project or assignment). Any employee may apply for and be accepted into a position which is labeled and posted as a temporary position. Only employees who already have the competencies to fill the position and who can fill the position without training will be considered.

Section 2. Special Assignments:

- a.) If the project is new to the Employer or site the jobs will be filled as per Article 53 Job Bidding and Transfers.
- b.) If the project is new to a department the positions will be offered to volunteers by seniority. The volunteer list will be posted for seven (7) days. All employees in the department will be notified of the new position.
- c.) If the position is a corporate project it will be posted in all appropriate bargaining units and filled by Master Agreement seniority as per Article 50, Seniority.
- d.) All employees assigned to a corporate project (a transferred employee) will remain a member of his/her bargaining unit and will be covered by the terms and conditions of his/her contract, subject to the following:
 - (1.) Every employee transferred shall receive his/her current hourly rate of pay or the rate of pay for the position at the receiving facility, whichever is higher.
 - (2.) Each will receive a site specific orientation at the new site; and
 - (3.) Each will be held harmless from any additional cost for parking.
- e.) These positions will be posted with a start and end date. A minimum of seven (7) days' notice will be provided if the length of the project changes.

Section 3. If the project is extended the employee will have the option to return to his/her previously held position.

Section 4. All vacancies created by an employee taking a temporary position will be back filled.

Section 5. Employees filling a temporary position will receive the benefits of that position while in the temporary position and will return to his/her permanent position when the temporary position has been filled permanently or deleted.

Article 101
Purchase of Business by Kaleida Health

During 2013 negotiations for a successor agreement the parties had extensive discussions involving the possible future purchase by Kaleida Health of existing free standing physician practices, and the integration of such physician practices in Kaleida Health operations and the melding of the employees from these physician practices into the workforce.

Accordingly, the parties have agreed to the following:

Section 1. Where a Kaleida Health Action involves the purchase of a free standing physician practice and Kaleida Health will become the Employer for employees covered under existing titles listed in Article 3 of this Agreement the following procedure will be adhered to:

- a.) The Employer will provide notice to the Unions in accordance with the provisions of Article 55, Section 2.
- b.) Such notice shall include a seniority list of all employees currently employed by the free standing physician practice including name, job title, wage rate and date of hire.
- c.) The Employer and the Unions will meet to discuss the transition of such affected employees of the free standing physician practice into the appropriate bargaining unit with the understanding that such employees will remain in the position or equivalent position under the provisions of this Agreement they held with the free standing physician practice.

Section 2. Such employees of the purchased free standing physicians practice will receive a Kaleida Health corporate seniority date equal to the date of hire with their current employer and as defined in Article 50, Seniority, of this Agreement.

In addition to the corporate seniority date discussed herein, these employees will have a master agreement seniority date, as defined in Article 50 of this Agreement, which shall mean the length of unbroken service beginning with their most recent date of hire into a covered bargaining unit.

Article 102 Parking

Section 1. The parties recognize the importance of safe, secure parking for employees. Kaleida Health agreed to work with the Communications Workers of America (CWA 1168), and the Service Employees International Union (1199SEIU) regarding parking issues utilizing the current Master Bargaining Contract language and the existing site parking committees.

Section 2. Kaleida Health agrees to provide a parking subsidy to all eligible full time and part time employees who are permanently assigned to work at the Buffalo General Medical Center and HighPointe on Michigan, John R. Oishei Children's Hospital and the Conventus Building for the duration of this Master Agreement. Employees identified in this section will be eligible to receive the following monthly parking subsidies:

- a.) Tier I W2 Box 1 Earnings: up to \$47,850 are eligible for a subsidy of \$30.00;
- b.) Tier II W2 Box 1 Earnings: \$47,851 and over are eligible for a subsidy of \$10.00.

*An annual adjustment will be made to apply the subsidy to the appropriate tier for each eligible employee.

Employees will pay, through payroll deductions on a pre-tax basis, the difference between the current monthly rate of \$89.00 and the employer subsidy referenced above.

Parking passes will be issued subject to available capacity at the respective parking facility.

Section 3. If parking rates should increase to greater than \$89 per month during the life of the agreement, the employer agrees to pay the difference between the new rate and the \$89 rate for those employees who elect coverage detailed in section 2. Exception: for those employees who elect to purchase a Reserved MIGO parking space, the employer will not reimburse any additional expense should the Reserved MIGO parking price increase.

Section 4. The Goodrich Street Parking Lot/Resident lot at Michigan and North at the Buffalo General Medical Center will be open for employees to park for free, on a first come first serve basis, beginning on Friday at 2:00pm until Sunday at 5:30 pm and including holidays, as outlined in Article 82, that fall during the week.

Section 5. All parking related issues will be addressed at the site parking committee.

Section 6. Kaleida Health agrees to provide a pre-tax transportation subsidy to all full time and part time employees who are permanently assigned to work at the Buffalo General Medical Center, HighPointe on Michigan, and John R. Oishei Children's Hospital and the Conventus Building) for the duration of this master agreement to encourage utilization of public transportation in lieu of facility parking. Employees identified in this section will be eligible to receive the following monthly transportation subsidies:

- a.) Tier I W2 Box 1 Earnings: up to \$47,850 are eligible for a subsidy of \$40.00;
- b.) Tier II W2 Box 1 Earnings: \$47,851 to \$65,700 are eligible for a subsidy of \$20.00;
- c.) Tier III W2 Box 1 Earnings: \$65,701 and over are not eligible for a subsidy.

*An annual adjustment will be made to apply the subsidy to the appropriate tier for each eligible employee.

Employees will pay, through payroll deductions on a pre-tax basis, the difference between the current monthly rate for the NFTA Metro Advantage Pass and the Employer subsidy referenced above.

The Metro Advantage Pass offers the following advantages:

- Metro Advantage Pass is usable at any time (not just work hours)
- Emergency Ride Home Program
- Online trip scheduling

Section 7. Employees will be allowed to participate in only one subsidy provided under this article at any time.

Article 103
Drug Enforcement Administration (DEA) Numbers

All full-time nurse practitioners, nurse midwives and physician assistants who have a DEA number will be reimbursed by the Employer for all expenses related to the purchase of that number.

All part-time and per diem nurse practitioners, nurse midwives and physician assistants who have a DEA number will be reimbursed by the Employer for all expenses related to the purchase of that number, if the Employer requires the employee to have the DEA number in the performance of his/her job.

Article 104
Salaried Employees

Salaried employees represented by this Agreement will receive the same general wage increases and added dollar amounts as the hourly employees. Retroactivity to GWI applies to 6-1-22.

Article 105
Duration

This Agreement shall be effective as of June 1, 2022 and shall remain in full force and effect until May 31, 2025 and shall be automatically renewed for one (1) year cycles thereafter unless either party shall notify the other in writing not less than ninety (90) days prior to the end of any termination date (or termination date established by an automatic renewal of this agreement) that it desires to modify this Agreement. In the event that such notice is given, negotiations will begin at a mutually agreeable time prior to the termination date.

Dated: October 3, 2022

Kaleida Health

1199 SEIU

Article 106
Administration of The American with Disabilities Act

Section 1. If an employee, who is not out on a disability or workers' compensation absence, presents restrictions or diminished work capabilities, from their health care provider, they will follow the procedures as stated in The American with Disabilities Act (ADA) Accommodations for Employees Policy (HR022).

Section 2. When an employee notifies his/her manager or Human Resources of a need for an accommodation, the employee is advised to complete a Request for Accommodation form and send the completed form to the Integrated Absence Department. Receipt of this request form will begin the interactive process as outlined below.

- A. Upon receipt of a completed Request for Accommodation form, including any supporting documentation, Integrated Absence will notify site Human Resources, the employee's manager, and Employee Health of the employee's request. Integrated Absence will be the coordinator of all ADA/ADAAA requests and accommodations.
- B. Employee Health will schedule an appointment for the employee within three (3) business days of notification from Integrated Absence. During this appointment Employee Health will evaluate the employee to verify the employee's medical condition and the need for recommended restrictions. Immediately following the exam, Employee Health will send site Human Resources the results of the exam. These findings will be included as part of the ADA record.
- C. Upon receipt of the exam results, site Human Resources will review the Request for Accommodation form and the employee's job description including duties and responsibilities. Site Human Resources will engage the employee in an interactive dialog to discuss what accommodation would allow the employee to perform the essential functions of his/her job. Site Human Resources will work with the employee's manager to decide if the request for accommodation can be provided consistent with the ADA/ADAAA. Site Human Resources will send a response to the employee with a copy to the manager and Integrated Absence within seven (7) days of receipt of the exam results. If the accommodation cannot be made, site Human Resources will provide reason for denial of the request to the employee, with a copy to the manager and Integrated Absence. This communication will be made by way of the Human Resources Interactive Process form.
- D. Integrated Absence will send an ADA/ADAA closure notification to the employee, employee's manager and site Human Resources when the accommodation period ends. This notification will offer the employee an opportunity to provide medical documentation to support continuation of his/her accommodation period.
- E. Integrated Absence will retain all ADA/ADAA records.

F. If the accommodation requires use of a service animal, see policy IC.1, Visitation of Service Animals.

Section 3. The employer will offer a Union representative to be present during the ADA interactive process.

Article 107 Staffing

Section 1. The Employer will implement staffing plans at the following facilities as specified below to apply during the term of this Agreement. The parties agree that increasing current staffing levels to meet the ratios and FTE amounts below will require time and effort for recruitment, hiring and orientation.

Section 2. Buffalo General Medical Center (BGMC)

1.) BGMC Staffing Ratios/Grids/Matrices

a.) 16th Floor (N/S) Adult Medical Surgical +

Charge Nurse	1 without assignment 24/7, (when both sides of the floor are open and the census reaches 36 patients there will be a 2 nd charge RN)
Registered Nurse	1:4 day shift / 1:5 night shift (incorporating mid shift into ratio)
Patient Care Assistant	1:6-8
Unit Secretary	1 Day Shift 12 or 13 hours Monday-Friday

b.) 15 North Adult Medical Surgical +

Charge Nurse	1 without assignment 24/7
Registered Nurse	1:5
Patient Care Assistant	1:6-8
Unit Secretary	1 Day Shift 12 or 13 hours Monday-Friday

c.) 15 South Adult Telemetry +

Charge Nurse	1 without assignment 24/7
Registered Nurse	1:4
Patient Care Assistant	1:6-8
Unit Secretary	1 Day Shift 12 or 13 hours Monday-Friday

d.) 14th Floor Adult Telemetry +

Charge Nurse	1 per side without assignment 24/7
Registered Nurse	1:4
Patient Care Assistant	1:6-8
Unit Secretary	1 per side Day Shift 12 or 13 hours Monday-Friday

- e.) 13 North Adult Telemetry +
 Charge Nurse 1 without assignment 24/7
 Registered Nurse 1:4
 PCA/Monitor Tech 1:6-8
 Unit Secretary 1 Day Shift 12 or 13 hours Monday-Friday
- f.) 13 South Adult Telemetry +
 Charge Nurse 1 without assignment 24/7
 Registered Nurse 1:4
 Patient Care Assistant 1:6-8
 Unit Secretary 1 Day Shift 12 or 13 hours Monday-Friday
- g.) Medical Rehab Unit
 Charge Nurse 1, 24/7 without assignment when all patients are on the same floor.
 2nd Charge when census is greater than 30 and patients are on two separate floors
 Registered Nurse 1:5
 Patient Care Assistant 1:9 day shift / 1:12 night shift
 Transporter PCA will be assigned five (5) days per week for 7.5 hours
 Unit Secretary 1, day shift 7.5 hours Monday – Friday
 *Patients average 3 hours of therapy six days per week either in rehab gym or in room with therapist
- h.) 12 South Adult Telemetry +
 Charge Nurse 1 without assignment 24/7
 Registered Nurse 1:4
 *1:1 if a patient is receiving an active infusion of chemotherapy
 Patient Care Assistant 1:6-8
 Unit Secretary 1 Day Shift 12 or 13 hours Monday-Friday
- i.) 10th Floor Adult Telemetry +
 Charge Nurse 1 per side without assignment 24/7
 Registered Nurse 1:4
 CMA/MA 1:6-8
 Unit Secretary 1 per side Day Shift 12 or 13 hours Monday-Friday
- j.) 9th Floor Adult Telemetry +
 Charge Nurse 1 per side without assignment 24/7
 Registered Nurse 1:4

- | | |
|------------------------|---|
| | 1:4 if one patient is High Flow |
| | 1:3 if all patients are High Flow |
| Patient Care Assistant | 1:6-8 |
| Unit Secretary | 1 per side Day Shift 12 or 13 hours Monday-Friday |
- k.) 8 North Adult Intermediate Care +
- | | |
|------------------|--|
| Charge Nurse | 1 without assignment 24/7 |
| Registered Nurse | 1:3 |
| CMA/MA | 1:5-6 |
| Unit Secretary | 1 Day Shift, 12 or 13 hours, 7 days per week |
- l.) 4 North Adult Intermediate Care +
- | | |
|------------------------|--|
| Charge Nurse | 1 without assignment 24/7 |
| Registered Nurse | 1:3 |
| Patient Care Assistant | 1:5-6 |
| Unit Secretary | 1 Day Shift, 12 or 13 hours, 7 days per week |
- m.) Medical Intensive Care Unit +
- | | |
|------------------|---|
| Charge Nurse | 1 without assignment 24/7 |
| Registered Nurse | 1:1 or 1:2 depending on acuity |
| CMA/MA | 1:5-6 |
| Unit Secretary | 1 per side Day Shift 12 or 13 hours 7 days per week |
- n.) Cardiovascular Intensive Care Unit +
- | | |
|------------------|--|
| Charge Nurse | 1 without assignment 24/7 |
| Registered Nurse | 1:1 or 1:2 depending on acuity |
| CMA/MA | 1:5-6 |
| Unit Secretary | 1 Day Shift 12 or 13 hours 7 days per week |
- o.) Neurosurgical Intensive Care Unit +
- | | |
|------------------------|--|
| Charge Nurse | 1 without assignment 24/7 |
| Registered Nurse | 1:1 or 1:2 depending on acuity |
| Patient Care Assistant | 1:5-6 |
| Unit Secretary | 1 Day Shift 12 or 13 hours 7 days per week |
- p.) Surgical Intensive Care Unit +
- | | |
|------------------|--|
| Charge Nurse | 1 without assignment 24/7 |
| Registered Nurse | 1:1 or 1:2 depending on acuity |
| CMA/MA | 1:5-6 |
| Unit Secretary | 1 Day Shift 12 or 13 hours 7 days per week |
- q.) Emergency Department +
- | | |
|--------------|----------------------------------|
| Charge Nurse | 1, 24/7 without assignment |
| Front Triage | 1 RN and 1 CMA 24/7 |
| RN Rover | 1, 12 hours per day on mid-shift |
| Green Pod RN | 1:1 to 1:3 depending on acuity |

Purple Pod RN 5, 24/7
 Blue pod RN 1:1 to 1:5 depending on acuity
 Orange Pod RN 1:4, during hours of operation
 *hallway beds will be given an assignment
 RN EMS Triage 1, 24/7 (Rover to assist when high volume)
 Greeter/CMA 1, 24/7
 PIT RN 1, during hours of operation
 PIT CMA 1, during hours of operation
 CMA 4 total for Green, Purple and AWR
 CMA Blue 1, 24/7
 CMA Orange 1, during hours of operation
 CMA Rovers 1, 12 hours per day on mid-shift
 Medical Secretary 1, Midnight to 10am
 2, 10am to 12 noon
 3, 12 noon to 10pm
 2, 10pm to midnight

r.) Observation Unit/Outpatient

Registered Nurse 1:6
 CMA/MA/Clerical 1:6 (one will be designated as a clerical assignment)

s.) Operating Rooms +

Charge Nurse 2 RNs (1 for GVI and 1 for BGH)
 Registered Nurse 1:1 (2:1 for patients who cannot tolerate general anesthesia)
 Laser Cases 2:1 (Can be RN or ST)
 Surgical Technologist 1:1
 Laser Cases 2:1 (Can be RN or ST)

t.) Post Anesthesia Care Unit/ASU +

Charge Nurse BGMC 1 without an assignment 7a-11p M-F
 1 7a-3p Saturday
 Registered Nurse Follow ASPAN Guidelines Below

2021-2022 ASPAN Guidelines

Two registered nurses, one of whom is a RN competent in Phase I postanesthesia nursing, are in the same room/unit where the patient is receiving Phase I care. The Phase I RN must have immediate access and direct line of sight when providing patient care. The second RN should be able to directly hear a call for assistance and be immediately available to assist. These staffing recommendations should be maintained during “on call” situations.

Phase I

RN 2:1	Example may include, but is not limited to, the following: <ul style="list-style-type: none"> • One critically ill, unstable patient
RN 1:1	Examples may include, but are not limited to, the following: At the time of admission, until the critical elements are met which include: <ul style="list-style-type: none"> • Report has been received from the anesthesia care provider, questions answered, and the transfer of care has taken place <ul style="list-style-type: none"> ○ Patient has a stable/secure airway**

	<ul style="list-style-type: none"> ○ Patient is hemodynamically stable ○ Patient is free from agitation, restlessness, combative behaviors ○ Initial assessment is complete ○ Report has been received from the anesthesia care provider ○ The nurse has accepted the care of the patient ● Airway and/or hemodynamic instability **Examples of an unstable airway include, but are not limited to, the following: <ul style="list-style-type: none"> ○ Requiring active interventions to maintain patency such as manual jaw lift or chin lift or an oral airway ○ Evidence of obstruction, active or probable, such as gasping, choking, crowing, wheezing, etc. ○ Symptoms of respiratory distress including dyspnea, tachypnea, panic, agitation, cyanosis, etc. <ul style="list-style-type: none"> ▪ Any unconscious patient 8 years of age and under ▪ A second nurse must be available to assist as necessary ▪ Patient with isolation precautions until there is sufficient time for donning and removing personal protective equipment (PPE) (e.g., gowns, gloves, masks, eye protection, specialized respiratory protection) and washing hands between patients. Location dependent upon facility guidelines
RN 1:2	<p>Examples may include, but are not limited to, the following:</p> <ul style="list-style-type: none"> ● Two conscious patients, stable and free of complications, but not yet meeting discharge criteria ● Two conscious patients, stable, 8 years of age and under, with family or competent support team members present, but not yet meeting discharge criteria ● One unconscious patient, hemodynamically stable, with a stable airway, over the age of 8 years and one conscious patient, stable and free of complications
Phase II	
RN 1:1	<p>Example includes, but is not limited to:</p> <ul style="list-style-type: none"> ● Unstable patient of any age requiring transfer to a higher level of care
RN 1:2	<p>Examples include, but are not limited to:</p> <ul style="list-style-type: none"> ● 8 years of age and under without family or support healthcare team members present ● Initial admission to Phase II
RN 1:3	<p>Examples include, but are not limited to:</p> <ul style="list-style-type: none"> ● Over 8 years of age ● 8 years of age and under with family present

2021-2022 ASPAN Guidelines

The nursing roles, in this phase, focus on providing the ongoing care for those patients requiring extended observation/intervention after transfer/discharge from Phase I and/or Phase II care.

Extended Phase

RN 1:3-5	<p>Examples of patients that may be cared for in this phase include, but are not limited to:</p> <ul style="list-style-type: none"> ● Patients awaiting transportation home ● Patients with no caregiver, home, or support system ● Patients who have had procedures requiring extended observation/interventions (e.g., potential risk for bleeding, pain management, PONV management, removing drains/lines) ● Patients being held for a non-critical care inpatient bed
-----------------	--

Nurse Assistants

4 FTEs

u.) Dialysis (during hours of operation)

Charge Nurse	1 with limited assignment
RN Chronic	1:2
RN Acute, Plasmapheresis, Red Cell Exchange	1:1
Clerical	0.6 FTE
PCAs	2 FTE

v.) Endoscopy

Charge Nurse	1 without an assignment
RN Pre Procedure	Minimum of 1 following SGNA Standards
RN in Procedure	1:1 (2:1 if moderate sedation)
LPN	0.6 FTE for second nurse in scrub cases
RN Advanced Procedure	2:1 or 3:1 without anesthesia staff
RN in Recovery	1:3 unless anesthesia in which ASPAN guidelines will be followed as indicated above
Technical Assistant	2, Monday – Friday, 1 on Saturday
Clerical	Minimum of 1

w.) Procedure Lab

Patient Care Assistants	7 FTEs
-------------------------	--------

a. Cardiac

Registered Nurse	1:1 (responsible if conscious sedation is given)
Registered Nurse	3:1 for TAVR cases
Radiological Technologist	1:1
Scrub (where applicable) (RN/RT/CVRT)	1:1
Charge/Holding Room RN (noninvasive)	1 per day

b. Interventional Radiology

Charge Nurse	1 without assignment during hours of operation
Registered Nurse	1:1 (responsible if conscious sedation is given)
Radiological Technologist	1:1
Scrub (where applicable) (RN/RT/CVRT)	1:1

c. Electrophysiology

Charge Nurse	1 without assignment during hours of operation
Registered Nurse	2:1
Radiological Technologist	1:1

d. Neuro

Charge Nurse	1 with a limited assignment
RN	1:1
Radiological Technologist	1:1

Scrub (where applicable) 1:1
(RN/RT/CVRT)

x.) Stress lab

Dobutamine Stress Echo 1 RN, 1 ECHO Tech
All other Stress testing 1 EKG Tech per patient

y.) VIS Orange Pod Adult Inpatients +

Charge Nurse 1 with limited assignment on Saturday/Sunday, no assignment Monday-Friday

Registered Nurse 1:4

CMA/MA 1:6-8

z.) VIS Outpatient Pods Purple, Blue, Green

Registered Nurse 1:5 day shift / 1:6 night shift
*carotid stents staffed at 1:3 for the first four hours

CMA/MA 1, 24/7 when open for each pod

CMA/MA Chart Prep 1, Monday – Friday 12 hours

CMA/MA Shave Prep/EKG 1, Monday – Friday 12 hours

aa.) Pre Admission Testing

RN/LPN 1:1

CMA 1.6 FTE

2.) BGMC New Positions

- Cardiac Quality Abstractors 1.0 FTE Day Shift
- CT Technologist 1.0 FTE Day Shift
1.0 FTE Night Shift
- ECHO Technologist 1.0 FTE Second Shift
- Neuro Diagnostic Technologist 1.0 FTE TBD (multi site float pool)
- EKG Technician 0.5 FTE Day Shift (change current vacancy from 0.5 FTE to 1.0 FTE)
- Environmental Services Aide (ED) 1.5 FTE Evening Shift
- LPN at Hertel Elmwood 0.60 FTE shift TBD
- Social Worker 1.0 FTE Day Shift
- SPD Technician 1.0 FTE Day Shift
1.0 FTE Evening Shift
1.0 FTE Night Shift
- Respiratory Therapist 2.56 FTE Day Shift Assign. TBD
2.56 FTE Night Shift Assign. TBD

- Clinical Educator 1.0 FTE Unit/Shift TBD
- Clinical Educator 1.0 FTE for the Procedure Lab
- Radiological Technologist .92 FTE day shift
.92 FTE night shift
- Physical Therapist 1.0 FTE shift TBD
- Occupational Therapist 1.0 FTE shift TBD
- Speech Language Pathologist 1.0 FTE shift TBD
- Patient Support Associate 1.0 FTE night shift

Section 3. Oishei Children’s Hospital (OCH)

1.) OCH Staffing Ratios/Grids/Matrices

a.) Pediatric Intensive Care Unit +

- Charge Nurse 1 RN without an assignment 24/7
- Registered Nurse 1:1 to 1:2 depending on acuity
1:3 if all three patients are designated as an intermediate and/or are designated as transfer level of care which requires a provider order
- Medical Assistant 1:9

b.) Neonatal Intensive Care Unit +

- Charge Nurse 2 without an assignment 24/7
- Registered Nurse 1:1 or 1:2 depending on acuity
1:3 if all three patients are designated as an intermediate care/feeders and growers
- Medical Assistant 1 census of 0 – 24
2 census of 25 – 49
3 census of 50 – 64
4 census greater than 64
- Unit Secretary 1, 24/7

c.) Labor and Delivery +

- ~ (Dels RN Included for baby assignment below)
- 1:1 at birth
- 1:3 infant in couplet status

Labor and Delivery AWHONN Standards	
RN Charge	1 without an assignment 24/7
Obstetric Triage	
RN 1:1	The initial triage process (10 to 20) minutes requires 1:1 at presentation
RN 1:2	Once maternal-fetal status is determined to be stable
RN 1:3	<ul style="list-style-type: none"> • Stable extended triage • Nonstress testing
Antepartum	
RN 1:1	<ul style="list-style-type: none"> • Unstable antepartum

	<ul style="list-style-type: none"> • Continuous bedside attendance for woman receiving IV magnesium sulfate for the first hour of administration for preterm labor prophylaxis and no more than 1 additional couplet or woman for a nurse caring for a woman receiving IV magnesium sulfate in a maintenance dose. • A woman who is receiving IV magnesium sulfate should have 1 nurse in continuous bedside attendance for the first hour of administration. The ratio of 1 nurse to 1 woman receiving magnesium sulfate should continue until the woman is no longer contracting to the degree that preterm birth is an imminent concern
RN 1:3	<ul style="list-style-type: none"> • RN 1:3 stable antepartum
Labor	
RN 1:1	<ul style="list-style-type: none"> • Complications of Labor including but not limited to: <ul style="list-style-type: none"> ○ Fetal demise ○ Abnormal FHR ○ Etc. • Initiation of regional anesthesia • Labor with: <ul style="list-style-type: none"> ○ Continuous IV Magnesium Sulfate ○ Oxytocin ○ Uncontrolled pain² ○ Auscultation of fetus • Active pushing phase of labor • Birth • TOLAC
RN 1:2	<ul style="list-style-type: none"> • Labor without complications • Cervical ripening with pharmacologic agents
Delivery/Infant Post-Birth/Postpartum	
RN 1:1	<ul style="list-style-type: none"> • Infant for at least two (2) hours and until critical elements are met which include: <ul style="list-style-type: none"> ○ Report has been received from the baby nurse, questions answered, and transfer of care has taken place ○ Initial assessment and care are completed and documented ○ ID bracelets applied ○ Infant condition stable • Active recovery of vaginal birth or cesarean birth for at least 2 hours, or longer if complications arise
RN 1:3	<ul style="list-style-type: none"> • Couplets* <p>*Couplet is defined as one (1) mother and up to two (2) newborn infant(s)</p>

Medical Assistant
OB Technician

2, 24/7
3, Day Shift M-F
2, Day Shift Sa-Su
2, Night Shift M-F
2, Night Shift Sa-Su

Unit Secretary

1, 11a-11:30p, 7 days a week

d.) Mother Baby Unit +

Charge Nurse
Registered Nurse

1 without assignment 24/7
1:1 Newborn Undergoing Circumcision
1:3 Couplets with no more than 2 pp C- Section

Medical Assistant
Unit Secretary

1:12 Couplets
1, 7a-7p, 7 days a week

- e.) Operating Rooms +
- | | |
|-----------------------|---|
| Charge Nurse OCH | 1 without assignment 24/7 |
| Registered Nurse | 1:1 (2:1 for patients who cannot tolerate general anesthesia) |
| Surgical Technologist | 1:1 |
- f.) Emergency Department +
- | | |
|-------------------------|--|
| Unit Secretary | 1, 24/7 |
| Medical Assistant | 3, 24/7 |
| | 4, if Kids Express is Open (11a- 11:00p) |
| Charge Nurse | 1 without assignment 24/7 |
| Registered Nurse | 7:00 am 6 RNs |
| (Totals include charge) | 11:00 am 12 RNs |
| | 3:00 pm 12 RNs |
| | 7:00 pm 12 RNs |
| | 11:00 pm 9 RNs |
| | 3:00 am 6 RNs |
| | *hallway beds will be given an assignment and extra nurse when they are three or greater |
- g.) Electronic Monitoring Unit (EMU)/Long Term Monitoring Unit +
- | | |
|------------------|-------------------------------------|
| Registered Nurse | 1:4 EMU Patients |
| | 1:5 Observation/Ambulatory Patients |
| Unit Secretary | 1, 9a-5p Monday through Friday |
- h.) Pediatric Hematology/Oncology Unit +
- | | |
|------------------|--|
| Charge Nurse | 1, 24/7 |
| | <ul style="list-style-type: none"> • 5 or less patients on the unit, charge has an assignment • 6 or more patients on the unit, the charge has one patient |
| Registered Nurse | 1:1 during BMT infusion |
| | 1:2 bone marrow transplant or dinutuximab (immunotherapy), Compath, ATG (biological modifiers) |
| | 1:3 (includes charge nurse with assignment) |
| | 1:4 Pediatric Medical |
| Unit Secretary | 1 Day Shift 9:00a to 5:00p M-F |
- i.) J10 (Pediatric Medical – Surgical) +
- | | |
|------------------|--|
| Charge Nurse | 1 RN, may take no more than one patient, no assignment when census is greater than 20 |
| Registered Nurse | 1:3 Acute Tracheostomy Vent, High Flow greater than 1.5 liters per kilo |
| | 1:4 General Pediatric Patients |
| | 1:5 If all patients in OBS/AMB status in proximate geography inclusive of the following diagnosis: |

	cellulitis, asthmatic on q4, social admit, broken limb (except femur), T&A Bleed, GT Placement, Suicide with sitter, new onset diabetic (not on a drip)
Medical Assistant	2, 24/7
Unit Secretary	3, 11:00a - 11:00p if the census is 17 and above 1, 7:00a to 7:30p M – F
j.) J 11 (Pediatric Medical – Surgical) +	
Charge Nurse	1 RN, 2 patient assignment with census up to 20, if above 20 patients charge nurse has no assignment
Registered Nurse	1:3 Acute Tracheostomy Vent, High Flow greater than 1.5 liters per kilo 1:4 General Pediatric Patients 1:5 If all patients in OBS/AMB status in proximate geography inclusive of the following diagnosis: cellulitis, asthmatic on q4, social admit, broken limb (except femur), T&A Bleed, GT Placement, Suicide with sitter, new onset diabetic (not on a drip)
Medical Assistant	2, 24/7
Unit Secretary	3, 11:00a - 11:00p if the census is 17 and above 1, 7:00a to 7:30p M – F
k.) Pre-Admission Testing	
RN/LPN	1:1
l.) Pre-Operative Care +	
Registered Nurse	1:5
m.) Post Anesthesia Care Unit +	
Charge Nurse	2 without an assignment on J2, 1 on J3 (based on hours of operations)

2021-2022 ASPAN Guidelines	
Two registered nurses, one of whom is a RN competent in Phase I postanesthesia nursing, are in the same room/unit where the patient is receiving Phase I care. The Phase I RN must have immediate access and direct line of sight when providing patient care. The second RN should be able to directly hear a call for assistance and be immediately available to assist. These staffing recommendations should be maintained during “on call” situations.	
Phase I	
RN 2:1	Example may include, but is not limited to, the following: <ul style="list-style-type: none"> • One critically ill, unstable patient
RN 1:1	Examples may include, but are not limited to, the following: At the time of admission, until the critical elements are met which include: <ul style="list-style-type: none"> • Report has been received from the anesthesia care provider, questions answered, and the transfer of care has taken place <ul style="list-style-type: none"> ○ Patient has a stable/secure airway** ○ Patient is hemodynamically stable ○ Patient is free from agitation, restlessness, combative behaviors ○ Initial assessment is complete

	<ul style="list-style-type: none"> ○ Report has been received from the anesthesia care provider ○ The nurse has accepted the care of the patient ● Airway and/or hemodynamic instability **Examples of an unstable airway include, but are not limited to, the following: <ul style="list-style-type: none"> ○ Requiring active interventions to maintain patency such as manual jaw lift or chin lift or an oral airway ○ Evidence of obstruction, active or probable, such as gasping, choking, crowing, wheezing, etc. ○ Symptoms of respiratory distress including dyspnea, tachypnea, panic, agitation, cyanosis, etc. <ul style="list-style-type: none"> ▪ Any unconscious patient 8 years of age and under ▪ A second nurse must be available to assist as necessary ▪ Patient with isolation precautions until there is sufficient time for donning and removing personal protective equipment (PPE) (e.g., gowns, gloves, masks, eye protection, specialized respiratory protection) and washing hands between patients. Location dependent upon facility guidelines
RN 1:2	<p>Examples may include, but are not limited to, the following:</p> <ul style="list-style-type: none"> ● Two conscious patients, stable and free of complications, but not yet meeting discharge criteria ● Two conscious patients, stable, 8 years of age and under, with family or competent support team members present, but not yet meeting discharge criteria ● One unconscious patient, hemodynamically stable, with a stable airway, over the age of 8 years and one conscious patient, stable and free of complications
Phase II	
RN 1:1	<p>Example includes, but is not limited to:</p> <ul style="list-style-type: none"> ● Unstable patient of any age requiring transfer to a higher level of care
RN 1:2	<p>Examples include, but are not limited to:</p> <ul style="list-style-type: none"> ● 8 years of age and under without family or support healthcare team members present ● Initial admission to Phase II
RN 1:3	<p>Examples include, but are not limited to:</p> <ul style="list-style-type: none"> ● Over 8 years of age ● 8 years of age and under with family present
2021-2022 ASPAN Guidelines	
<p>The nursing roles, in this phase, focus on providing the ongoing care for those patients requiring extended observation/intervention after transfer/discharge from Phase I and/or Phase II care.</p>	
Extended Phase	
RN 1:3-5	<p>Examples of patients that may be cared for in this phase include, but are not limited to:</p> <ul style="list-style-type: none"> ● Patients awaiting transportation home ● Patients with no caregiver, home, or support system ● Patients who have had procedures requiring extended observation/interventions (e.g., potential risk for bleeding, pain management, PONV management, removing drains/lines) ● Patients being held for a non-critical care inpatient bed

Medical Assistant

2, starting at 5:30a
3, in house by 8a
4, in house by 11a
2, in house at 1:30p
1, in house from 4p-7:30a

Unit Secretary	1, 5:30 am to 1:30 pm 1, 11:00 am to 5:00 pm
----------------	---

n.) GI/Interventional Staffing
Registered Nurse 1:1

o.) Dialysis
Registered Nurse .96 FTE
Medical Assistant .92 FTE
Medical Secretary 1.0 FTE

2.) OCH New Positions

- Audiologist 0.2 FTE Day Shift Per Diem
- Clinical Dietician 1.0 FTE Day Shift
- Environmental Services Aide 1.0 FTE Day Shift
2.0 FTE Evening Shift
- Child Psychiatry needs space and then can see more patients
- Neuro Diagnostic Technician 0.5 FTE (multi-site float pool)
- CLS 2.0 FTE Shift TBD
- Pharmacists 4.0 FTE
- CT Technologist 0.50 FTE Day Shift
- Social Worker for ED 1.0 FTE Day Shift
- Occupational Therapist Clinics 0.60 FTE Day Shift
- Physical Therapist Clinics 0.60 FTE Day Shift
- Lactation Nurse assignment will include NICU 2.56 FTE
- RN/Clinical Educator for NICU 0.50 FTE Day Shift
- Medical Assistant in Ambulatory Support 1.0 FTE
- Respiratory Therapist Critical Care 1.92 FTE Shift TBD
- Advanced Practice Provider .96 FTE Flex APP shift TBD

Section 4. Millard Fillmore Suburban Hospital/DeGraff Medical Park (MFSH/DMP)

1.) MFSH/DMP Staffing Ratios/Matrices/Grids

a.) Intensive Care Unit +
Charge Nurse 1 without assignment 24/7
Registered Nurse 1:1 or 1:2 depending on acuity
*1:1 if a patient is receiving an active infusion of chemotherapy
PCA/MOA 1:5

- b.) MFSH Emergency Department +
- | | |
|------------------------|--|
| Charge Nurse | 1 without an assignment 24/7 |
| Triage Nurse | 1, 24/7 with 2 nd Triage for 12 hours every day |
| Registered Nurse | 1 to 4 depending on acuity
1 circulator 12 hours every day
*Hallway beds or x patients will be given an assignment |
| Patient Care Assistant | 1 Greeter 24/7
1 Triage 24/7
1:6-8 |
| Unit Secretary | 1, 24/7 |
- c.) DMP Emergency Department +
- | | |
|------------------------|--------------------------------------|
| Charge Nurse | 1 with a two patient assignment 24/7 |
| Registered Nurse | 1 to 4 depending on acuity |
| Patient Care Assistant | 1:6-8 |
- d.) 2 North Adult Telemetry +
- | | |
|------------------------|--|
| Charge Nurse | 1 without assignment 24/7 |
| Registered Nurse | 1:4
*1:2 if a tracheostomy is 96 hours or less
*1:1 if a patient is receiving an active infusion of chemotherapy |
| Patient Care Assistant | 1:6-8 |
| Unit Secretary | 1 Day Shift 13 hours Monday-Friday |
- e.) 2 Southwest Adult Telemetry +
- | | |
|------------------------|---|
| Charge Nurse | 1 without assignment 24/7 |
| Registered Nurse | 1:4
*no more than one 1 CAPD in an assignment
*1:1 if a patient is receiving an active infusion of chemotherapy |
| Patient Care Assistant | 1:6-8 |
| Unit Secretary | 1 Day Shift 13 hours Monday-Friday |
- f.) 2 Southeast Adult Medical Surgical +
- | | |
|------------------------|--|
| Charge Nurse | 1 without assignment 24/7 |
| Registered Nurse | 1:5
*1:1 if a patient is receiving an active infusion of chemotherapy |
| Patient Care Assistant | 1:6-8 |
| Unit Secretary | 1 Day Shift 13 hours Monday-Friday |

- g.) 2 East Adult Medical Surgical +
 Charge Nurse 1 without assignment 24/7
 Registered Nurse 1:5
 *1:1 if a patient is receiving an active infusion of chemotherapy
 Patient Care Assistant 1:6-8
 Unit Secretary 1 Day Shift 13 hours Monday-Friday
- h.) 3 East Adult Medical Surgical +
 Charge Nurse 1 without assignment 24/7
 Registered Nurse 1:5
 *1:1 if a patient is receiving an active infusion of chemotherapy
 Patient Care Assistant 1:6-8
 Unit Secretary 1 Day Shift 13 hours Monday-Friday
- i.) 3 West Adult Medical Surgical +
 Charge Nurse 1 without assignment 24/7
 Registered Nurse 1:5
 *1:1 if a patient is receiving an active infusion of chemotherapy
 Patient Care Assistant 1:6-8
 Unit Secretary 1 Day Shift 13 hours Monday-Friday
- j.) Labor and Delivery +

Labor and Delivery AWHONN Standards	
RN Charge	1 without an assignment 24/7
Obstetric Triage	
RN 1:1	The initial triage process (10 to 20) minutes requires 1:1 at presentation
RN 1:2	Once maternal-fetal status is determined to be stable
RN 1:3	<ul style="list-style-type: none"> • Stable extended triage • Nonstress testing
Antepartum	
RN 1:1	<ul style="list-style-type: none"> • Unstable antepartum • Continuous bedside attendance for woman receiving IV magnesium sulfate for the first hour of administration for preterm labor prophylaxis and no more than 1 additional couplet or woman for a nurse caring for a woman receiving IV magnesium sulfate in a maintenance dose. • A woman who is receiving IV magnesium sulfate should have 1 nurse in continuous bedside attendance for the first hour of administration. The ratio of 1 nurse to 1 woman receiving magnesium sulfate should continue until the woman is no longer contracting to the degree that preterm birth is an imminent concern
RN 1:3	<ul style="list-style-type: none"> • RN 1:3 stable antepartum
Labor	
RN 1:1	<ul style="list-style-type: none"> • Complications of Labor including but not limited to: <ul style="list-style-type: none"> ○ Fetal demise ○ Abnormal FHR

	<ul style="list-style-type: none"> ○ Etc. ● Initiation of regional anesthesia ● Labor with: <ul style="list-style-type: none"> ○ Continuous IV Magnesium Sulfate ○ Oxytocin ○ Uncontrolled pain² ○ Auscultation of fetus ● Active pushing phase of labor ● Birth ● TOLAC
RN 1:2	<ul style="list-style-type: none"> ● Labor without complications ● Cervical ripening with pharmacologic agents
Delivery/Infant Post-Birth/Postpartum	
RN 1:1	<ul style="list-style-type: none"> ● Infant for at least two (2) hours and until critical elements are met which include: <ul style="list-style-type: none"> ○ Report has been received from the baby nurse, questions answered, and transfer of care has taken place ○ Initial assessment and care are completed and documented ○ ID bracelets applied ○ Infant condition stable ● Active recovery of vaginal birth or cesarean birth for at least 2 hours, or longer if complications arise
RN 1:3	<ul style="list-style-type: none"> ● Couplets* <p>*Couplet is defined as one (1) mother and up to two (2) newborn infant(s)</p>

OB Technician/ST 1, 24/7 with additional 7.5 hours M-F
Unit Secretary 1, 24/7

k.) Mother Baby Unit +
Charge Nurse 1 without assignment 24/7
Registered Nurse 1:1 Newborn Undergoing Circumcision
1:3 Couplets with no more than 2 pp C- Section
PCA 1:10 Couplets
Unit Secretary 1, 7a-7p, 7 days a week

l.) Neonatal Intensive Care Unit +
Charge Nurse 1 without an assignment 24/7
Registered Nurse 1:1 or 1:2 depending on acuity
1:3 if all three patients are designated as an intermediate care/feeders and growers (core staff of 2 RN plus a charge RN)
MOA 1, 8 am to 4pm every day if there are less than three babies, the MOA will be floated within women's services

m.) Operating Rooms +
Charge Nurse 1 RN without an assignment 6a-2p and 1:30p-9:30p
Registered Nurse 1:1 (2:1 for patients who cannot tolerate general anesthesia)
Laser Cases 2:1 (Can be RN or ST)
Surgical Technologist 1:1

Laser Cases 2:1 (Can be RN or ST)

- n.) Pre-Operative Care +
- Charge Nurse 1, 6a-4p M - F
 - Registered Nurse 1:1
 - Patient Care Assistant 2, 6a-2p M - F
 - 3, 8a-4p M - F
 - 2, 10a-6p M - F
 - 1, 11a-7p M - F
 - 2, 2p-10p M - F
 - Patient Care Assistant 1, 5:30a-1:30p Saturday
 - 1, 9a-5p Saturday
 - Unit Secretary 1, 6a-2p M – F
- o.) Post Anesthesia Care Unit +
- Charge Nurse MFSH 1 without an assignment 6a – 10p

2021-2022 ASPAN Guidelines	
Two registered nurses, one of whom is a RN competent in Phase I postanesthesia nursing, are in the same room/unit where the patient is receiving Phase I care. d The Phase I RN must have immediate access and direct line of sight when providing patient care. The second RN should be able to directly hear a call for assistance and be immediately available to assist. These staffing recommendations should be maintained during “on call” situations.	
Phase I	
RN 2:1	Example may include, but is not limited to, the following: <ul style="list-style-type: none"> • One critically ill, unstable patient
RN 1:1	Examples may include, but are not limited to, the following: At the time of admission, until the critical elements are met which include: <ul style="list-style-type: none"> • Report has been received from the anesthesia care provider, questions answered, and the transfer of care has taken place <ul style="list-style-type: none"> ○ Patient has a stable/secure airway** ○ Patient is hemodynamically stable ○ Patient is free from agitation, restlessness, combative behaviors ○ Initial assessment is complete ○ Report has been received from the anesthesia care provider ○ The nurse has accepted the care of the patient • Airway and/or hemodynamic instability **Examples of an unstable airway include, but are not limited to, the following: <ul style="list-style-type: none"> ○ Requiring active interventions to maintain patency such as manual jaw lift or chin lift or an oral airway ○ Evidence of obstruction, active or probable, such as gasping, choking, crowing, wheezing, etc. ○ Symptoms of respiratory distress including dyspnea, tachypnea, panic, agitation, cyanosis, etc. <ul style="list-style-type: none"> ▪ Any unconscious patient 8 years of age and under ▪ A second nurse must be available to assist as necessary ▪ Patient with isolation precautions until there is sufficient time for donning and removing personal protective equipment (PPE) (e.g., gowns, gloves, masks, eye protection, specialized respiratory protection) and washing hands between patients. Location dependent upon facility guidelines

RN 1:2	Examples may include, but are not limited to, the following: <ul style="list-style-type: none"> • Two conscious patients, stable and free of complications, but not yet meeting discharge criteria • Two conscious patients, stable, 8 years of age and under, with family or competent support team members present, but not yet meeting discharge criteria • One unconscious patient, hemodynamically stable, with a stable airway, over the age of 8 years and one conscious patient, stable and free of complications
Phase II	
RN 1:1	Example includes, but is not limited to: <ul style="list-style-type: none"> • Unstable patient of any age requiring transfer to a higher level of care
RN 1:2	Examples include, but are not limited to: <ul style="list-style-type: none"> • 8 years of age and under without family or support healthcare team members present • Initial admission to Phase II
RN 1:3	Examples include, but are not limited to: <ul style="list-style-type: none"> • Over 8 years of age • 8 years of age and under with family present
2021-2022 ASPAN Guidelines	
The nursing roles, in this phase, focus on providing the ongoing care for those patients requiring extended observation/intervention after transfer/discharge from Phase I and/or Phase II care.	
Extended Phase	
RN 1:3-5	Examples of patients that may be cared for in this phase include, but are not limited to: <ul style="list-style-type: none"> • Patients awaiting transportation home • Patients with no caregiver, home, or support system • Patients who have had procedures requiring extended observation/interventions (e.g., potential risk for bleeding, pain management, PONV management, removing drains/lines) • Patients being held for a non-critical care inpatient bed

p.) Pre-Admission Testing

RN/LPN	1:1
MA	1.2 FTE

q.) Endoscopy

Charge Nurse	1 without an assignment
Registered Nurse Pre Procedure	Minimum of 1 following SGNA Standards
Registered Nurse in Procedure	1:1 (2:1 if moderate sedation)
RN Advanced Procedure	2:1 or 3:1 without anesthesia staff
Registered Nurse in Recovery	1:3 unless anesthesia in which ASPAN guidelines will be followed noted above
Technical Assistant	4, Monday – Friday
Clerical	1

2.) MFSH/DMP New Positions

- Neuro Diagnostic Technologist 1.0 FTE Shift TBD (multi site float pool)
- Ultrasound - Obstetrics 0.50 FTE

- Radiology Technologist 1.0 FTE Evening Shift
- Sterile Processing Technician (2) 0.50 FTE Evening Shift
1.0 FTE Night Shift
- Ultrasound Technologist 1.0 FTE Evening Shift
- Lactation Consultants (coverage for all maternity services)
3.0 FTE Shift TBD
- Environmental Service Aide 1.0 Night Shift
- Obstetrics Nurse (L&D) 2.88 FTE Shift TBD
- Cashier at DMP Per Diem Day Shift
- EVS Aide at DMP 1.5 FTE Night Shift

Section 5. **HighPointe/DeGraff SNF (HPTE/DeGraff SNF)**

1.) HPTE/DeGraff SNF Staffing Ratios/Grids/Matrices

a.) DMP SNF 1:

Registered Nurse	3.75 hours on day shift
Licensed Practical Nurse	2, day shift 2, eve shift 1, night shift
Certified Nurse Assistant	5, day shift 5, eve shift 2, night shift
Clerical	.6 FTE

b.) DMP SNF 2:

Registered Nurse	1, day shift 1, eve shift 1, night shift
Licensed Practical Nurse	2, day shift 2, eve shift 1, night shift
Certified Nurse Assistant	5, day shift 5, eve shift 2, night shift
Clerical	1.0 FTE

c.) HPTE Pediatric Pavilion:

Registered Nurse	3, day shift (included in Sec.2) 3, night shift (included in Sec. 2)
Certified Nurse Assistant	3, day shift (plus 4 hours on school days) 2, night shift
Clerical	1.0 FTE shared with Delaware Park

- d.) HPTE Delaware Park:
- | | |
|---------------------------|--|
| Registered Nurse | 2, day shift
2, night shift |
| Certified Nurse Assistant | 2, day shift
2, night shift |
| Clerical | 1.0 FTE shared with Pediatric Pavilion |
- e.) HPTE Hamlin Park:
- | | |
|---------------------------|--|
| Registered Nurse | 2, day shift
2, eve shift
2, night shift |
| Licensed Practical Nurse | 1, day shift
2, eve shift
1, night shift |
| Certified Nurse Assistant | 5, day shift
4, eve shift
2, night shift |
| Clerical | 1.0 FTE |
- f.) HPTE Elmwood Village:
- | | |
|---------------------------|--|
| Registered Nurse | 2, day shift
2, evening shift
1, night shift |
| Licensed Practical Nurse | 2, day shift
1, eve shift
2, night shift |
| Certified Nurse Assistant | 5, day shift
4, eve shift
2, night shift |
| Clerical | 1.0 FTE |
- g.) HPTE Cold Springs:
- | | |
|---------------------------|--|
| Registered Nurse | 3.75 hours on day shift |
| Licensed Practical Nurse | 2, day shift
2, eve shift
1, night shift |
| Certified Nurse Assistant | 5, day shift
5, eve shift
2, night shift |
| Clerical | .6 FTE |
- h.) HPTE Allentown:
- | | |
|--------------------------|----------------------|
| Registered Nurse | 3.75 hours day shift |
| Licensed Practical Nurse | 2, day shift |

	2, eve shift
	1, night shift
Certified Nurse Assistant	5, day shift
	5, eve shift
	2, night shift
Clerical	.6 FTE
i.) HPTE Kensington Heights:	
Registered Nurse	3.75 hours day shift
Licensed Practical Nurse	2, day shift
	2, eve shift
	1, night shift
Certified Nurse Assistant	5, day shift
	5, eve shift
	2, night shift
Clerical	.6 FTE
j.) HPTE Kaisertown:	
Registered Nurse	3.75 hours day shift
Licensed Practical Nurse	2, day shift
	2, eve shift
	1, night shift
Certified Nurse Assistant	5, day shift
	5, eve shift
	2, night shift
Clerical	.6 FTE
k.) HPTE University Heights:	
Registered Nurse	3.75 hours day shift
Licensed Practical Nurse	2, day shift
	2, eve shift
	1, night shift
Certified Nurse Assistant	5, day shift
	5, eve shift
	2, night shift
Clerical	.6 FTE
2.) <u>HPTE/DeGraff SNF New Positions</u>	
• Respiratory Therapists	1.92 FTE – Shift TBD based on distribution of ventilated patients
• Child Life Specialist	1.0 Day Shift
• Pediatric RNs	5.12 FTE – Shift TBD

(The above position are intended to utilized to meet pediatric pavilion staffing plan of 3 RN, 24/7)

Section 6. With respect to those units marked as (+) above, the parties acknowledge that they constitute the units provided by Kaleida Health in order to meet the requirements of New York Public Health Law § 2805-t.

- a.) A clinical staffing committee (CSC) has been formed and shall be maintained at BGMC, MFSH/DMP, and OCH;
- b.) At least one-half (1/2) of the members of the CSC will be registered nurses, licensed practical nurses and ancillary staff members of the frontline team currently providing or supporting direct care and up to one-half (1/2) of the members will be selected by the general hospital administration and shall include but not be limited to the Chief Financial Officer, the Chief Nursing Officer and patient care unit directors or managers or their designees;
- c.) The standing site CSC will identify the needs for any additional employees as committee members, which the Unions would then select by job title. The selected employees will represent a range of department/units.
- d.) Participation in the CSC by employees will be on scheduled work time and such employee will be compensated at their current rate of pay including the applicable differentials. Where participation cannot be on scheduled work time, employees will be compensated for their time at the meeting. It is understood that the employees' departments/units will not be short-staffed due to participation.
- e.) If CSC meetings are scheduled on an employees work time, the employee/CSC member will be fully relieved of all other work duties during meetings of the committee and shall not have work duties added or displaced to other times as a result of their committee responsibilities.
- f.) The Union(s)' designated Staffing Committee Directors will receive twenty (20) days per month of Employer paid time for the purpose of coordinating the work of the CSC on behalf of the Unions for the first year the committee is functioning post ratification of this Agreement. The days will be distributed as follows:
 - 1199SEIU Director 20 days per month;
 - CWA Director 20 days per month.

Thereafter, the CSC will determine the amount of time needed for the CSC Directors based upon the workload of the committee. Any excused absence time related to this Section 1. f.) above will not be counted toward the excused absence time referenced in Article 6, Sections 11 and 13.

- g.) The CSC will meet on a monthly basis at a time and place mutually agreed to by the parties to this Agreement. The committee's initial responsibilities will include but not be limited to:

- a decision on joint CSC committee meetings;
 - assessment of all existing grids/plans and the staffing ratios covered by New York Public Health Law § 2805-t;
 - a recommendation the number of positions needed to meet the established ratios outlined in Section 2 through 5 covered by New York Public Health Law § 2805-t;
 - implementation of the staffing ratios;
 - resolve issues related to the implementation of ratios;
 - the development of a program to consistently cover lunches and breaks;
 - development of initiatives to support Environment of Practice, Recruitment and Retention;
 - development of initiatives to collaborate with the AACN's Healthy Work Environment, Recruitment and Retention (See Letter #6 entitled Healthy Work Environment).
- h.) In addition to the responsibilities listed in g.) above the CSC will also be responsible for the following functions on an annual basis.
- The development and the oversight of implementation of an annual clinical staffing plan. The staffing plan will be based upon ratios as outlined in New York Public Health Law § 2805-t. The staffing plan shall include specific staffing for each patient care unit and work shift and shall be based on the needs of patients. Staffing plans shall include specific guidelines, ratios, matrices or grids indicating how many patients will be assigned to each registered nurse and the number of nurses and ancillary staff to be present on each unit and shift and shall be used as the primary component of the hospital staffing budget.
 - The parties agree that if during the life of this Agreement the patient population or acuity changes on any unit covered by New York Public Health Law § 2805-t, or a new qualifying unit opens, the CSC will evaluate and review any impact on the ratios in this article.
- 1.) The development and the oversight of implementation of an annual clinical staffing plan. The staffing plan shall include specific staffing for each patient care unit and work shift and shall be based on the needs of patients. Staffing plans shall include specific guidelines or ratios, matrices, or grids indicating how many patients will be assigned to each registered nurse and the number of nurses and ancillary staff to be present on each unit and shift and shall be used as the primary component of the hospital staffing budget.

Factors to be considered and incorporated in the development/review of the plan shall include, but are not limited to:

- i. Census, including total numbers of patients on the unit and activity such as patient discharges, admissions and transfers;
- ii. Measures of acuity and intensity of all patients and nature of the care to be delivered on each unit and shift;
- iii. Skill mix;
- iv. The availability, level of experience and specialty certification or training of nursing personnel providing patient care, including charge nurses, on each unit and shift;
- v. The need for specialized or intensive equipment;
- vi. The architecture and geography of the patient care unit, including but not limited to, placement of patient rooms, treatment areas, nursing stations, medication preparation areas and equipment;
- vii. Mechanisms and procedures to provide for one-to-one patient observations, when needed, for patients on psychiatric or other units as appropriate;
- viii. Other special characteristics of the unit or community patient population, including age, cultural and linguistic diversity and needs, functional ability, communication skills and other relevant or socio-economic factors;
- ix. Measures to increase worker and patient safety, which could include measures to improve patient through-put;
- x. Staffing guidelines adopted or published by other states or local jurisdictions, national nursing professional associations, specialty nursing organizations and other health professional organizations;
- xi. Availability of other personnel supporting nursing services on the unit;
- xii. Waiver of plan requirements in the case of unforeseeable emergency circumstances as defined in subdivision fourteen of this section;
- xiii. Coverage to enable registered nurses, licensed practical nurses and ancillary staff to take meal and rest breaks, planned time off and unplanned absences that are reasonably foreseeable as required by law or the terms of an applicable collective bargaining agreement, if any, between the hospital and representative of the nursing ancillary staff;

- xiv. The nursing quality indicators required under New York Public Health Law § 2805-t;
 - xv. Hospital finances and resources, and
 - xvi. Provisions for limited short-term adjustments made by appropriate hospital personnel overseeing patient care operations to the staffing levels required by the plan, necessary to account for unexpected changes in circumstances that are to be of limited duration.
- 2.) Semiannual review of the staffing plan against patient needs and known evidence-based staffing information, including the nursing sensitive quality data collected by the general hospital.
 - 3.) Review, assessment and response to complaints regarding potential violations of the adopted staffing plan, staffing variations or other concerns regarding the implementation of the staffing plan and within the purview of the committee.

Section 7. If there is a violation of New York Public Health Law § 2805-t, in addition to filing a grievance, the Union may file a complaint with the New York State Department of Health. The DOH will investigate the potential violations that have first been submitted to the clinical staffing committee for resolution, following receipt of the complaint (and supporting evidence) of failure to:

- 1.) Adopt all or part of a clinical staffing plan that is approved by consensus of the clinical staffing committee that has been submitted to the NYSDOH;
- 2.) Adhere to the agreed upon ratios;
- 3.) Conduct a semi-annual review of the clinical staffing plan; or
- 4.) Submit to the department a clinical staffing plan on an annual basis with any updates.

Section 8. The CSC will review potential acuity tools, acuity systems, and other evidenced-based practices. It is agreed to and understood by the parties that if an acuity staffing tool is implemented, it will be utilized along with the ratios, to provide adequate staffing and appropriate assignments. The CSC will include the review and discussion of acuity tools as a standing item on its meeting agenda.

Section 9. The Employer will use evidence-based practices to address fluctuations in census and determine actual patient acuity levels, nursing care requirements as well as improving patient acuity balancing across assignments.

Section 10. RN/LPN/Ancillary Staff to patient ratios represent the maximum number of patients that shall be assigned to one (1) RN/LPN/AS at any one time. "Assigned" means the RN/LPN/AS has responsibility for the provision of care to a particular patient within his/her scope of practice. There shall be no averaging of the number of patients and the total number of

(RN/LPN/AS) on the unit during any one shift nor over any period of time. Only (RN/LPN/AS) providing direct patient care shall be included in the ratios.

Section 11. Nurse administrators, nurse supervisors, nurse managers and charge nurses and other licensed nurses shall be included in the calculation of the licensed nurse-to-patient ratio only when the licensed nurses are engaged in providing direct patient care. When a nurse administrator, nurse supervisor, nurse manager, charge nurse or other licensed nurse engage in activities other than direct patient care, that nurse shall not be included in the ratios.

Section 12. Nothing in this Article shall prohibit (RN/LPN/AS) from assisting with the specific tasks within the scope of his or her practice for a patient assigned to another (RN/LPN/AS). "Assist" means that (RN/LPN/AS) may provide patient care beyond their patient assignments if the tasks performed are specific and time-limited.

Section 13. Float Pool: The parties agree that the development and implementation of a Nursing Float Pools to support CSC units and long term care is critical and will be an appropriate agenda item for site CSC.

CMA, MA, MOA, NA, PCA, Student Nurse PCA, Student Nurse MA and Unit Secretary may be included in the float pool.

Section 14. In the event that the ratios for any job title on a unit falls below the established ratio levels on a given shift, the Employer will re-establish the agreed upon number of nurses through methods including utilization of float pool nurses, floating existing staff under current contractual provisions, overtime, per diems and traveler/agency nurses. If the recruiting method is not successful the employee will complete an unsafe staffing form.

Section 15. If there is a violation of the language in Sections 1. through 14., in addition to filing a grievance, the Union may file a complaint with the New York State Department of Health under New York State Public Health Law Section 2805-t. The DOH will investigate the potential violations that have first been submitted to the clinical staffing committee for resolution, following receipt of the complaint (and supporting evidence) of failure to:

- a.) form or establish a clinical staffing committee;
- b.) create a clinical staffing plan;
- c.) adopt all or part of a clinical staffing plan that is approved by consensus of the clinical staffing committee that has been submitted to the NYSDOH;
- d.) adhere to the agreed upon ratios;
- e.) conduct a semi-annual review of the clinical staffing plan; or
- f.) submit to the department a clinical staffing plan on an annual basis with any updates.

The parties agree that the site CSC will be responsible for monitoring any amendments to the law, regulations, or guidance issued by New York State relative to the scope of New York Public Health Law § 2805-t and will make recommendations pertaining to which units qualify as CSC (+) units. The KH Staffing Plan will be adjusted to incorporate changes as clarity is provided by New York State.

Article 108

Workplace Violence

Section 1. Health care workers are at a greater risk to experience threats, physical assaults or muggings than other workers. Violence is aggressive and abusive behavior from patients, visitors, physicians, other employees, supervisors, managers, or patient's family members. Violence is defined as, but not limited to, physical and verbal assaults, battering, sexual assaults, or verbal or non-verbal intimidation.

Section 2. In an effort to minimize that risk and increase the wellbeing of employees, the Employer and the Unions agree to maintain a multi-disciplinary Sub-Committee to address Workplace Violence. The Sub-Committee will be co-chaired by the Employer and the Unions with equal ability to add items to the agenda. In addition to, and to supplement the existing Employer policies which address: sexual harassment, harassment, workplace violence, physical violence, bullying and threats, the parties will maintain, develop and implement strong violence and abuse prevention programs including:

- a.) identification of employees who are most at risk of violence;
- b.) identification of where in the facilities violence is most likely to occur including all off site locations (ie: clinics, draw stations);
- c.) identification of the effects of violence on workers, the risk factors for violence, prevention strategies and the consequences of violence;
- d.) policies, programs and procedures for the prevention of violence or potential violence;
- e.) training programs on violence prevention and verbal de-escalation;
- f.) a trained Response Team, for each acute care and long term care facility, which will be available twenty-four (24) hours and seven (7) days a week, similar to a code team, that can be immediately called to assist an employee in any situation that involves violence;
- g.) report the injury or illness to the appropriate bodies both internally and externally, i.e.: Department of Industrial Accidents, police, STARS, etc. (the affected employee and the Union will receive notification of the illness or injury as well as a copy of the report);
- h.) recommendations for appropriate services for employees who are affected by workplace violence, including provisions for psychological services;

- i.) procedures to permit interested employees to make a written request for a badge that does not contain their last name, at no cost to the employee;
- j.) policies and procedures relating to the removal, storage and disposition of any weapons found on patients, family members, visitors or others;
- k.) making recommendations for security as well as surveillance of hospital grounds and well-lit parking areas, including escorts to cars and physical protection to worker if necessary;
- l.) a process to educate employees as to their right to security police protection (call 911) if an assault is being/has been committed as well as the employee's right to press charges against the assailant;
- m.) a process to insure that those involved in an incident of violence receive appropriate information and follow up to the event;
- n.) assure that all incidents of violence/harassment will be reported in accordance with the relevant policy. The safety/WPV Committee will review the status of claims of workplace violence in order to make appropriate recommendations. Patient and employee confidentiality will be respected.

The Employer and the Union will work collaboratively through the Workplace Violence Committee to oversee compliance of the above listed items.

Section 3. In addition to the items listed in Section 2 above, the Employer and the Union will develop a program to help address worker on worker hostilities and violence in the workplace.

Section 4. The Employee Assistance Program (EAP) will be utilized to help employees work through instances of workplace violence, inclusive of on-site interventions and trainings.

Section 5. The sub-committee will schedule a meeting within thirty (30) days of the ratification of this Agreement. The parties will utilize consultants and other experts in the field in the development of the policy.

Article 109 Staffing Incentive Program

Section 1. Starting the first full schedule block in December 2022 (12/18/22 – 01/14/23) through the end of the schedule block that includes May 31, 2025, the following incentive bonus rates will be paid for all hours worked above an employee's hired FTE for shifts identified and awarded as incentive bonus shifts on the departmental needs list. The parties agree that the current bonus programs will remain in effect through December 17, 2022. Incentive bonus rates will be paid in addition to the employee's regular pay (or overtime rate, if applicable).

- Thirty dollars (\$30.00) per hour for Registered Nurses in the Registered Nurse bargaining unit and Physician Assistants for each hour worked during a designated incentive bonus shift.
- Twenty dollars (\$20.00) per hour for Professionals for each hour worked during a designated incentive bonus shift.
- Fifteen dollars (\$15.00) per hour for all other job titles and departments, for each hour worked during a designated incentive bonus shift.

Additional incentive shifts may be offered at any time based on unexpected changes in staffing need at the rates listed above. Shifts, once designated as an incentive bonus shift will remain so designated until the shift is filled. Partial shifts of four (4) hours or more worked above an employee's hired FTE will be eligible for the incentive rate listed above. For thirteen (13) hour shifts, partial shifts of three (3) hours or more worked above an employee's FTE will be eligible for the incentive bonus.

Short notice shift or partial shift availability may also be considered for the staffing incentive bonus.

Section 2. For clinical staffing committee (CSC)-designated units within Article 109, Staffing, incentive bonus will be paid for all open shifts for CSC job titles during a given schedule block if agency personnel worked within that unit in the prior schedule block. It is agreed to by both parties that all pods in the VIS and the Observation Unit at BGMC will be included as CSC designated units for purpose of implementation of incentive bonus only.

Section 3. All open weekend shifts will be posted as incentive bonus shifts on the needs list. A weekend shift shall be determined by departmental designation. It is understood that all employees covered by the collective bargaining agreement will be eligible for the staffing incentive pay as outlined in this section.

Section 4. External entities contracted to provide management services for specific departments will be informed of this Staffing Incentive Program and required to follow its terms. The Unions will notify site leadership of any concerns about the potential failure of an external contracted entity to follow the requirements of this Article.

Section 5. Incentive bonus payments will be paid to an employee that agrees to work additional hours identified as incentive shifts when they are scheduled to take PTO.

Section 6. Any call off during the pay period in which an incentive shift is worked will result in forfeiture of incentive bonus for that pay period.

Section 7. Employees are eligible to sign up for incentive shifts and receive incentive bonus pay under this article, in any department/unit where they are qualified to work, with the understanding that employees working in the department requiring the staffing assistance get first priority to the available hours and therefore, the incentive bonus pay.

Section 8. Incentive shifts will be awarded by seniority in the following order:

- a.) offer the time to employees who have signed up on the needs 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;
- b.) offer overtime to employees who have signed up on the needs 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;
- c.) 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 needs list for the unit and who meet the competencies of that area;
- d.) offer extra time and then overtime to qualified employees in a different job title but within the bargaining unit at that site who have signed up on the needs list for the unit and who meet the competencies of the area;
- e.) offer the time to employees Kaleida-Wide who meet the competencies for that area, first to employees who are not eligible for overtime, then to employees who are eligible for overtime, following steps a-d above.

Section 9. The above Staffing Incentive Program will remain in effect through May 31, 2025, except that either the Employer or the Unions may choose to reopen this Article for negotiation on December 18, 2023 with thirty (30) days advanced notice.

**Appendix A
Clerical Employees Salaries**

Section 1.

- a.) This schedule will be effective June 1, 2022 for all employees and will represent a four percent (4%) increase to the base rate. Employees hired on or after July 31, 2011 will be placed in the appropriate wage step based on their date of hire and anniversary date as of June 1, 2022.

Grade	Start Rate	1st Anniv	2nd Anniv	3rd Anniv	4th Anniv	8th Anniv	12th Anniv	16th Anniv	20th Anniv
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
C1	\$ 15.60	\$15.88	\$ 16.67	\$ 17.50	\$ 20.03	\$ 20.63	\$ 21.25	\$ 21.90	\$ 22.54
C2	\$ 15.79	\$16.60	\$ 17.42	\$ 18.29	\$ 20.92	\$ 21.56	\$ 22.19	\$ 22.88	\$ 23.55
C3	\$ 16.12	\$16.93	\$ 17.79	\$ 18.66	\$ 21.34	\$ 22.01	\$ 22.65	\$ 23.35	\$ 24.04
C4	\$ 16.83	\$17.68	\$ 18.56	\$ 19.49	\$ 22.26	\$ 22.91	\$ 23.63	\$ 24.33	\$ 25.06
C5	\$ 17.22	\$18.10	\$ 19.00	\$ 19.94	\$ 22.79	\$ 23.47	\$ 24.19	\$ 24.93	\$ 25.66
C6	\$ 18.65	\$19.58	\$ 20.56	\$ 21.60	\$ 24.71	\$ 25.47	\$ 26.22	\$ 26.99	\$ 27.81
C7	\$ 19.24	\$20.21	\$ 21.23	\$ 22.30	\$ 25.48	\$ 26.23	\$ 27.02	\$ 27.83	\$ 28.67
C8	\$ 19.67	\$20.66	\$ 21.68	\$ 22.77	\$ 26.05	\$ 26.84	\$ 27.64	\$ 28.46	\$ 29.31
C9	\$ 20.08	\$21.10	\$ 22.15	\$ 23.26	\$ 26.60	\$ 27.40	\$ 28.20	\$ 29.06	\$ 29.94
C10	\$ 21.14	\$22.20	\$ 23.34	\$ 24.50	\$ 28.01	\$ 28.84	\$ 29.70	\$ 30.59	\$ 31.52
C11	\$ 22.03	\$23.12	\$ 24.27	\$ 25.49	\$ 29.14	\$ 30.01	\$ 30.92	\$ 31.86	\$ 32.82
C12	\$ 23.60	\$24.78	\$ 26.02	\$ 27.31	\$ 31.24	\$ 32.18	\$ 33.17	\$ 34.12	\$ 35.16
C12A	\$ 24.79	\$25.99	\$ 27.22	\$ 28.51	\$ 32.45	\$ 33.38	\$ 34.35	\$ 35.33	\$ 36.35
C13	\$ 24.74	\$26.00	\$ 27.29	\$ 28.67	\$ 32.79	\$ 33.78	\$ 34.78	\$ 35.82	\$ 36.89
C13A	\$ 25.94	\$27.20	\$ 28.49	\$ 29.87	\$ 33.98	\$ 34.98	\$ 35.96	\$ 37.01	\$ 38.10

- b.) This schedule will be in effect June 1, 2023 for all employees and will represent a four percent (4%) increase to the base rate.

Grade	Start Rate	1st Anniv	2nd Anniv	3rd Anniv	4th Anniv	8th Anniv	12th Anniv	16th Anniv	20th Anniv
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
C1	\$ 16.22	\$16.52	\$ 17.34	\$ 18.20	\$ 20.83	\$ 21.46	\$ 22.10	\$ 22.78	\$ 23.44
C2	\$ 16.42	\$17.26	\$ 18.12	\$ 19.03	\$ 21.76	\$ 22.42	\$ 23.08	\$ 23.80	\$ 24.49
C3	\$ 16.76	\$17.61	\$ 18.51	\$ 19.40	\$ 22.19	\$ 22.89	\$ 23.56	\$ 24.28	\$ 25.01
C4	\$ 17.50	\$18.39	\$ 19.31	\$ 20.27	\$ 23.15	\$ 23.83	\$ 24.57	\$ 25.30	\$ 26.07
C5	\$ 17.91	\$18.82	\$ 19.76	\$ 20.73	\$ 23.70	\$ 24.41	\$ 25.16	\$ 25.93	\$ 26.68

C6	\$ 19.39	\$20.37	\$ 21.38	\$ 22.46	\$ 25.70	\$ 26.49	\$ 27.27	\$ 28.07	\$ 28.92
C7	\$ 20.01	\$21.02	\$ 22.08	\$ 23.19	\$ 26.50	\$ 27.28	\$ 28.10	\$ 28.94	\$ 29.82
C8	\$ 20.45	\$21.49	\$ 22.55	\$ 23.68	\$ 27.09	\$ 27.92	\$ 28.75	\$ 29.60	\$ 30.48
C9	\$ 20.89	\$21.95	\$ 23.04	\$ 24.20	\$ 27.67	\$ 28.50	\$ 29.33	\$ 30.22	\$ 31.14
C10	\$ 21.99	\$23.09	\$ 24.27	\$ 25.48	\$ 29.13	\$ 29.99	\$ 30.89	\$ 31.81	\$ 32.78
C11	\$ 22.91	\$24.04	\$ 25.24	\$ 26.51	\$ 30.31	\$ 31.21	\$ 32.16	\$ 33.13	\$ 34.14
C12	\$ 24.54	\$25.77	\$ 27.06	\$ 28.40	\$ 32.49	\$ 33.46	\$ 34.49	\$ 35.49	\$ 36.57
C12A	\$ 25.79	\$27.03	\$ 28.31	\$ 29.65	\$ 33.75	\$ 34.72	\$ 35.73	\$ 36.74	\$ 37.80
C13	\$ 25.73	\$27.04	\$ 28.38	\$ 29.82	\$ 34.10	\$ 35.13	\$ 36.17	\$ 37.25	\$ 38.36
C13A	\$ 26.98	\$28.28	\$ 29.63	\$ 31.06	\$ 35.34	\$ 36.37	\$ 37.40	\$ 38.49	\$ 39.62

c.) This schedule will be in effect June 1, 2024 for all employees and will represent a four percent (4%) increase to the base rate.

Grade	Start Rate	1st Anniv	2nd Anniv	3rd Anniv	4th Anniv	8th Anniv	12th Anniv	16th Anniv	20th Anniv
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
C1	\$ 16.87	\$17.18	\$ 18.03	\$ 18.93	\$ 21.66	\$ 22.32	\$ 22.98	\$ 23.69	\$ 24.38
C2	\$ 17.08	\$17.95	\$ 18.84	\$ 19.79	\$ 22.63	\$ 23.32	\$ 24.00	\$ 24.75	\$ 25.47
C3	\$ 17.44	\$18.31	\$ 19.25	\$ 20.18	\$ 23.08	\$ 23.80	\$ 24.50	\$ 25.25	\$ 26.01
C4	\$ 18.20	\$19.12	\$ 20.08	\$ 21.08	\$ 24.07	\$ 24.78	\$ 25.56	\$ 26.31	\$ 27.11
C5	\$ 18.63	\$19.57	\$ 20.55	\$ 21.56	\$ 24.65	\$ 25.39	\$ 26.16	\$ 26.96	\$ 27.75
C6	\$ 20.17	\$21.18	\$ 22.24	\$ 23.36	\$ 26.73	\$ 27.55	\$ 28.36	\$ 29.19	\$ 30.08
C7	\$ 20.81	\$21.86	\$ 22.96	\$ 24.12	\$ 27.56	\$ 28.37	\$ 29.22	\$ 30.10	\$ 31.01
C8	\$ 21.27	\$22.35	\$ 23.45	\$ 24.62	\$ 28.18	\$ 29.03	\$ 29.90	\$ 30.79	\$ 31.70
C9	\$ 21.72	\$22.82	\$ 23.96	\$ 25.16	\$ 28.77	\$ 29.64	\$ 30.51	\$ 31.43	\$ 32.38
C10	\$ 22.87	\$24.02	\$ 25.24	\$ 26.50	\$ 30.29	\$ 31.19	\$ 32.13	\$ 33.08	\$ 34.09
C11	\$ 23.82	\$25.01	\$ 26.25	\$ 27.57	\$ 31.52	\$ 32.46	\$ 33.44	\$ 34.45	\$ 35.50
C12	\$ 25.52	\$26.81	\$ 28.14	\$ 29.54	\$ 33.79	\$ 34.80	\$ 35.87	\$ 36.91	\$ 38.03
C12A	\$ 26.82	\$28.11	\$ 29.44	\$ 30.83	\$ 35.10	\$ 36.11	\$ 37.15	\$ 38.21	\$ 39.31
C13	\$ 26.76	\$28.12	\$ 29.52	\$ 31.01	\$ 35.47	\$ 36.54	\$ 37.62	\$ 38.74	\$ 39.90
C13A	\$ 28.05	\$29.42	\$ 30.81	\$ 32.31	\$ 36.75	\$ 37.83	\$ 38.90	\$ 40.03	\$ 41.20

Section 2. Lead pay will be paid to an employee when the normal manager or supervisor is absent or the employee has been assigned lead responsibilities and lead responsibilities are not part of the employee's existing job description. Lead pay differential shall be one dollar and fifty cents (\$1.50) per hour for all hours worked in that assignment.

Section 3. Shift Differential shall be:

- a.) \$ 1.40 per hour for the evening shift; and
- b.) \$ 1.70 per hour for the night shift.

Section 4. In addition to the base pay, trainer payment of two dollars (\$2.00) per hour shall be paid for all time that an employee is assigned training duties.

Section 5. Effective the first pay period following ratification of this agreement, float pool employees will be paid a differential of three dollars (\$3.00) per hour for all hours paid as a float pool employee.

Section 6. The right to begin new employees in the above Step 1 through Step 6 based on the Employer's assessment of that employee's prior related experience is reserved to the Employer. Employees who are rehired to work at Kaleida Health within three (3) years of their date of separation, will be placed in the wage step they were in at the time of the separation, provided they return to the same job title.

Section 7. Increases to Step 2 through Step 5 shall occur on the first day of the payroll period following the appropriate anniversary date of the employee's assignment to that Step.

Section 8. Increases to Step 6 through Step 9 shall occur on the first day of the payroll period following the employee's eighth (8th), twelfth (12th), sixteenth (16th) and twentieth (20th) anniversary date, respective of continuous service for the Employer.

Section 9. When an employee is demoted he/she shall change wage levels, but remain in the Step to which he/she was assigned at the time of such transfer. Such employees will continue to move up in Steps as provided for above.

Section 10. When an employee is promoted, he/she shall be placed in the appropriate step which will not be less than five percent (5%) or more than a ten percent (10%) increase and will be not less than Step 1 for the new job. If there is more than one step in the five percent (5%) to ten percent (10%) range, the employee will be placed at the highest step. Such employees will continue to move up in Steps as provided in Sections 8. And 9. above. Except that employees who are in Step 6 through 9 shall only move back one Step upon receiving a promotion provided that move results in a ten percent (10%) or greater increase. After such promotion, these employees will be advanced as follows:

- a.) The employee with twenty (20) years of service will advance to Step 9 one (1) year from the date of promotion.
- b.) The employee with sixteen (16) years of service will advance to Step 8 one (1) year from the date of promotion.
- c.) The employee with twelve (12) years of service will advance to Step 7 one (1) year from the date of promotion.
- d.) The employee with at least eight (8) years of service but less than twelve (12) years will advance to Step 6 one (1) year from the date of promotion and to Step 7 upon reaching twelve (12) years of continuous service.

If an employee attains the years of service to advance to the next longevity Step during the “one (1) year” referred to above, the employee will remain at his/her current Step for the remainder of the year. Once the year has been completed, the employee will move to the Step on the wage scale that corresponds with his/her years of service.

Section 11. If an employee is floated to an area, and works in a job title that is at a higher grade than the position they are floating from, they will be paid at the higher grade, at his/her current step on the wage scale for all hours worked in that capacity.

Section 12. Paycheck errors of three (3) hours of pay or more will be corrected with a supplemental check upon request within two (2) business days.

Section 13. The job titles listed below are intended to classify and identify employees who work a majority of time on the titled job. The Employer may during the term of this Agreement create new jobs or combine or eliminate existing jobs. When new or combined jobs are created, the Employer will, after discussion with the Union, assign that job to one of the wage levels listed in Section 1 and Section 2. If the Union disagrees with the wage level set by the Employer, it may file a grievance at Step 2 of the grievance procedure provided it does so within twenty (20) calendar days from the date on which the new rate is set and announced. If the grievance proceeds to arbitration, the arbitration shall be limited to the placement of such new or combined jobs in one of the wage levels listed in Section 1 and Section 2. Employees assigned to the new job will be paid at the rate set by the Employer and if the rate is changed as a result of the grievance such changed rate shall be retroactive to date the employee began to receive the rate set by the Employer. All new or combined jobs shall be posted in accordance with the Job Bidding and Transfers Article of this Agreement.

Job Titles:

Grade C2

File Clerk
Dietary Clerk
Guest Relations Specialist
Service Response Center Representative

Grade C3

Health Information Clerk I
Laboratory Receptionist
Library Assistant
Trauma Registrar

Grade C4

Clerk Typist (non-registration)
Document Imaging Record Processor
Greeter
Health Information Clerk II
Office Support Clerk
Record Archive Clerk
Tumor Registry Clerk

Warehouse Archive Clerk

Grade C5

Community Health Navigator

Emergency Department Acquisition Clerk

Medical Secretary (Upgrade File Clerks in Imaging Service & Cardiac Admin MFS effective 07/25/2019)

Patient Receptionist/Registration

Registration Coordinator

Secretary

Staffing Secretary

Translator/Receptionist

Unit Secretary

Unit Secretary SNF

Grade C6

Billing Collection Analyst II

Cardiac Billing Statistical Analyst

Corporate Bed Desk Coordinator

Home Patient Representative

Imaging Service Biller

Medical Transcriptionist

Outpatient Diagnostic Coder

Patient Access Service Representative

Patient Financial Clearance Representative

Patient Financial Counseling Representative

Patient Financial Services Representative

Patient Reception-Registration – Patient Access

Patient Registration Representative

Patient/Client Representative

Performance Management Associate

PFS Rep – Accounts Receivable Billing and Collection

PFS Rep – Call Center

PFS Rep – Cash Posting

PFS Rep – Cashier

PFS Rep – Quality Enhancement

Scheduling Secretary Operating Room

Support Staff

Transcriptionist/Editor

Translator/Registration

Grade C7

Cardiac Services Chart Analyst Abstractor

Neuro Abstractor Analyst

Physician Ancillary Service Coder

Grade C8

Grade C9
Lead Abstraction Specialist
Outpatient Coding Specialist

Grade C10

Grade C11

Grade C12
Tumor Registrar

Grade C12A
Coding Specialist

Grade C13
Certified Tumor Registrar

Grade 13A
Lead Coding Specialist

Appendix B
Maintenance Employees Salaries

Section 1.

- a.) This Schedule will be effective June 1, 2022 for all employees and will represent a four percent (4%) increase to the base rate.

Grade	Start Rate	1st Anniv	2nd Anniv	3rd Anniv	4th Anniv	8th Anniv	12th Anniv	16th Anniv	20th Anniv
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
M01	\$17.09	\$17.57	\$18.12	\$18.65	\$19.02	\$19.41	\$19.81	\$20.20	\$20.78
M02	\$17.41	\$17.92	\$18.47	\$19.02	\$19.41	\$19.81	\$20.20	\$20.61	\$21.23
M03	\$21.50	\$22.13	\$22.79	\$23.47	\$23.92	\$24.45	\$24.93	\$25.43	\$26.18
M04	\$22.44	\$23.10	\$23.81	\$24.52	\$25.02	\$25.50	\$26.03	\$26.54	\$27.33
M05	\$25.08	\$25.83	\$26.61	\$27.40	\$27.98	\$28.52	\$29.11	\$29.68	\$30.57
M06	\$28.03	\$28.87	\$29.73	\$30.62	\$31.26	\$31.87	\$32.51	\$33.19	\$34.13

- b.) This schedule will be effective June 1, 2023 for all employees and will represent a four percent (4%) increase to the base rate.

Grade	Start Rate	1st Anniv	2nd Anniv	3rd Anniv	4th Anniv	8th Anniv	12th Anniv	16th Anniv	20th Anniv
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
M01	\$17.77	\$18.27	\$18.84	\$19.39	\$19.78	\$20.18	\$20.60	\$21.00	\$21.61
M02	\$18.11	\$18.64	\$19.21	\$19.78	\$20.18	\$20.60	\$21.00	\$21.44	\$22.08
M03	\$22.36	\$23.02	\$23.70	\$24.41	\$24.88	\$25.43	\$25.93	\$26.45	\$27.22

M04	\$23.34	\$24.02	\$24.76	\$25.50	\$26.02	\$26.52	\$27.07	\$27.60	\$28.42
M05	\$26.09	\$26.87	\$27.68	\$28.50	\$29.10	\$29.66	\$30.27	\$30.87	\$31.79
M06	\$29.15	\$30.03	\$30.92	\$31.84	\$32.51	\$33.14	\$33.81	\$34.51	\$35.50

c.) This schedule will be effective June 1, 2024 for all employees and will represent a four percent (4%) increase to the base rate.

Grade	Start Rate	1st Anniv	2nd Anniv	3rd Anniv	4th Anniv	8th Anniv	12th Anniv	16th Anniv	20th Anniv
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
M01	\$18.48	\$19.00	\$19.60	\$20.17	\$20.57	\$20.99	\$21.43	\$21.84	\$22.47
M02	\$18.83	\$19.38	\$19.98	\$20.57	\$20.99	\$21.43	\$21.84	\$22.29	\$22.96
M03	\$23.25	\$23.94	\$24.65	\$25.39	\$25.87	\$26.45	\$26.96	\$27.50	\$28.31
M04	\$24.27	\$24.98	\$25.75	\$26.52	\$27.06	\$27.58	\$28.16	\$28.71	\$29.56
M05	\$27.13	\$27.94	\$28.79	\$29.64	\$30.26	\$30.84	\$31.48	\$32.10	\$33.06
M06	\$30.32	\$31.23	\$32.16	\$33.12	\$33.81	\$34.47	\$35.16	\$35.89	\$36.92

Section 2. Lead pay will be paid to an employee when the normal manager or supervisor is absent or the employee has been assigned lead responsibilities and lead responsibilities are not part of the employee’s existing job description. Lead Pay differential shall be one dollar and fifty cents (\$1.50) per hour for all hours worked in that assignment.

Section 3. Shift Differential shall be:

- a.) \$ 1.40 per hour for the evening shift; and
- b.) \$ 1.70 per hour for the night shift.

Section 4. In addition to the base pay, trainer payment of two dollars (\$2.00) per hour shall be paid for all time that an employee is assigned training duties.

Section 5. The right to begin new employees in the above Step 1 through Step 6, based on the Employer’s assessment of that employee’s prior related experience, is reserved to the Employer. Employees who are rehired to work at Kaleida Health within three (3) years of their date of separation, will be placed in the wage step they were in at the time of separation, provided they return to the same job title.

Section 6. Increases to Step 2 through Step 5 shall occur on the first day of the payroll period following the appropriate anniversary date of the employee’s assignment to that Step.

Section 7. Increases to Step 6 through Step 9 shall occur on the first day of the payroll period following the employee’s eighth (8th), twelfth (12th), sixteenth (16th), twentieth (20th) anniversary date, respective of continuous service for the Employer.

Section 8. When an employee is demoted he/she shall change wage levels, but remain in the Step to which he/she was assigned at the time of such transfer. Such employees will continue to move up in Steps as provided for above.

Section 9. When an employee is promoted, he/she shall be placed in the appropriate step which will not be less than five percent (5%) or more than a ten percent (10%) increase and will be not less than Step 1 for the new job. If there is more than one (1) step in the five percent (5%) to ten percent (10%) range, the employee will be placed at the highest step. Such employees will continue to move up in Steps as provided in Sections 6. and 7. above. Except that employees who are in Step 6 through 9 shall only move back one Step upon receiving a promotion, provided that move results in a ten percent (10%) or greater increase. After such promotion, these employees will be advanced as follows:

- a.) The employee with twenty (20) years of service will advance to Step 9 one (1) year from the date of promotion.
- b.) The employee with sixteen (16) years of service will advance to Step 8 one (1) year from the date of promotion.
- c.) The employee with twelve (12) years of service will advance to Step 7 one (1) year from the date of promotion.
- d.) The employee with at least eight (8) years of service but less than twelve (12) years will advance to Step 6 one (1) year from the date of promotion, to Step 7 upon reaching twelve (12) years of continuous service and to Step 8 upon reaching sixteen (16) years of continuous service.

If an employee attains the years of service to advance to the next longevity Step during the “one (1) year’ referred to above, the employee will remain at his/her current Step for the remainder of the year. Once the year has been completed, the employee will move to the Step on the wage scale that corresponds with his/her years of service.

Section 10. If an employee is floated to an area, and works in a job title, which is at a higher grade than the position they are floating from, he/she will be paid at the higher grade, at his/her current step on the wage scale for all hours worked in that capacity.

Section 11. Paycheck errors of three (3) hours of pay or more will be corrected with a supplemental check upon request within two (2) business days.

Section 12. The job titles listed below are intended to classify and identify employees who work a majority of time on the titled job. The Employer may during the term of this Agreement create new jobs or combine or eliminate existing jobs. When new or combined jobs are created, the Employer will, after discussion with the Union, assign that job to one of the wage levels listed in Section 1. If the Union disagrees with the wage level set by the Employer, it may file a grievance at Step 2 of the grievance procedure provided it does so within twenty (20) calendar days from the date on which the new rate is set and announced. If the grievance proceeds to arbitration, the arbitration shall be limited to the placement of such new or combined jobs in one of the wage levels listed in Section 1. Employees assigned to the new job will be paid at the rate set by the Employer and if the rate is changed as a result of the grievance such changed rate shall

be retroactive to date the employee began to receive the rate set by the Employer. All new or combined jobs shall be posted in accord with the Job Bidding and Transfers Article of this Agreement.

Job Titles:

Grade M1

Groundskeeper

Grade M2

Maintenance Helper

Storage Room Clerk

Grade M3

Painter B

Grade M4

Maintenance Worker

Grade M5

Carpenter B

Maintenance Mechanic B

Painter A

Plumber B

Grade M6

Carpenter A

Electrician A

Electrician A (80 Hour)

Facilities Inventory Specialist

Maintenance Engineer

Maintenance Mechanic A

Plumber A

Refrigeration Mechanic A

Shift Engineer

Stationary Engineer

Appendix C
Professional Employee Salaries

Section 1.

- a.) This Schedule will be effective June 1, 2022 for all employees and will represent a four percent (4%) increase to the base rate. In addition, upon ratification, there will be an increase of \$1.70 to each step in grade P13B.

Grade	Start Rate	1st Anniv	2nd Anniv	3rd Anniv	4th Anniv	8th Anniv	12th Anniv	16th Anniv	20th Anniv
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
P01	\$21.96	\$22.61	\$23.32	\$24.01	\$24.71	\$25.45	\$26.22	\$26.98	\$27.79
P02	\$25.88	\$26.68	\$27.52	\$28.31	\$29.14	\$30.01	\$30.91	\$31.86	\$32.82
P03	\$27.75	\$28.58	\$29.44	\$30.34	\$31.24	\$32.18	\$33.17	\$34.12	\$35.16
P04	\$27.98	\$28.80	\$31.72	\$32.65	\$33.63	\$34.65	\$35.68	\$37.85	\$38.98
P05	\$31.61	\$32.56	\$33.52	\$34.54	\$35.58	\$36.65	\$37.74	\$38.89	\$40.04
P06	\$32.88	\$33.89	\$34.89	\$35.95	\$37.04	\$38.14	\$39.29	\$40.45	\$41.66
P07	\$33.94	\$34.95	\$35.99	\$37.08	\$38.21	\$39.34	\$40.52	\$41.71	\$42.96
P7A	\$35.13	\$36.18	\$37.26	\$38.38	\$39.53	\$40.71	\$41.93	\$43.18	\$44.47
P08	\$36.32	\$37.40	\$38.53	\$39.68	\$40.85	\$42.07	\$43.35	\$44.64	\$45.98
P09	\$37.63	\$38.77	\$39.90	\$41.12	\$42.33	\$43.63	\$44.92	\$46.26	\$47.65
P10	\$38.97	\$40.13	\$41.30	\$42.54	\$43.82	\$45.13	\$46.49	\$47.88	\$49.32
P11	\$40.27	\$41.48	\$42.75	\$44.03	\$45.34	\$46.70	\$48.09	\$49.54	\$51.03
P12	\$43.10	\$44.41	\$45.74	\$47.09	\$48.52	\$49.98	\$51.46	\$53.02	\$55.15
P13	\$47.06	\$48.43	\$49.90	\$51.43	\$52.95	\$54.53	\$56.17	\$57.84	\$59.59
P13A	\$54.94	\$56.56	\$58.27	\$60.02	\$61.82	\$63.69	\$65.62	\$67.53	\$69.58
P13B	\$56.68	\$58.26	\$59.97	\$61.72	\$63.52	\$65.39	\$67.32	\$69.23	\$71.28
P14	\$57.74	\$58.77	\$59.84	\$60.92	\$62.17	\$63.99	\$67.19	\$69.89	\$72.01
P15	\$75.00	\$76.16	\$77.34	\$78.54	\$79.79	\$81.04	\$82.31	\$83.57	\$86.08
P16	\$77.25	\$78.44	\$79.65	\$80.92	\$82.19	\$83.46	\$84.77	\$86.08	\$88.65

b.) This schedule will be effective June 1, 2023 for all employees and will represent a four percent (4%) increase to the base rate.

Grade	Start Rate	1st Anniv	2nd Anniv	3rd Anniv	4th Anniv	8th Anniv	12th Anniv	16th Anniv	20th Anniv
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
P01	\$22.84	\$23.51	\$24.25	\$24.97	\$25.70	\$26.47	\$27.27	\$28.06	\$28.90
P02	\$26.91	\$27.74	\$28.62	\$29.44	\$30.31	\$31.21	\$32.15	\$33.13	\$34.14
P03	\$28.86	\$29.72	\$30.62	\$31.55	\$32.49	\$33.46	\$34.49	\$35.49	\$36.57
P04	\$29.10	\$29.95	\$32.99	\$33.95	\$34.98	\$36.04	\$37.11	\$39.36	\$40.54
P05	\$32.87	\$33.86	\$34.86	\$35.92	\$37.00	\$38.12	\$39.25	\$40.44	\$41.64
P06	\$34.20	\$35.25	\$36.29	\$37.39	\$38.53	\$39.66	\$40.86	\$42.06	\$43.33
P07	\$35.29	\$36.35	\$37.43	\$38.56	\$39.74	\$40.92	\$42.14	\$43.38	\$44.68
P7A	\$36.54	\$37.63	\$38.75	\$39.91	\$41.11	\$42.33	\$43.61	\$44.91	\$46.25
P08	\$37.77	\$38.89	\$40.07	\$41.26	\$42.49	\$43.75	\$45.08	\$46.42	\$47.82
P09	\$39.13	\$40.32	\$41.50	\$42.77	\$44.02	\$45.37	\$46.71	\$48.11	\$49.56
P10	\$40.53	\$41.74	\$42.95	\$44.24	\$45.57	\$46.93	\$48.35	\$49.80	\$51.29
P11	\$41.88	\$43.13	\$44.46	\$45.79	\$47.16	\$48.56	\$50.01	\$51.52	\$53.07
P12	\$44.82	\$46.18	\$47.57	\$48.97	\$50.46	\$51.98	\$53.52	\$55.14	\$57.36
P13	\$48.94	\$50.37	\$51.90	\$53.49	\$55.06	\$56.71	\$58.42	\$60.16	\$61.98
P13A	\$57.18	\$58.82	\$60.60	\$62.42	\$64.29	\$66.24	\$68.25	\$70.23	\$72.36
P13B	\$58.95	\$60.59	\$62.37	\$64.19	\$66.06	\$68.01	\$70.02	\$72.00	\$74.13
P14	\$60.05	\$61.12	\$62.24	\$63.36	\$64.66	\$66.55	\$69.88	\$72.68	\$74.89
P15	\$78.00	\$79.21	\$80.44	\$81.68	\$82.98	\$84.28	\$85.60	\$86.92	\$89.52
P16	\$80.34	\$81.57	\$82.84	\$84.16	\$85.48	\$86.80	\$88.16	\$89.52	\$92.20

c.) This schedule will be effective June 1, 2024 for all employees and will represent a four percent (4%) increase to the base rate.

Grade	Start Rate	1st Anniv	2nd Anniv	3rd Anniv	4th Anniv	8th Anniv	12th Anniv	16th Anniv	20th Anniv
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
P01	\$23.76	\$24.45	\$25.22	\$25.97	\$26.73	\$27.53	\$28.36	\$29.18	\$30.06
P02	\$27.99	\$28.85	\$29.76	\$30.62	\$31.52	\$32.46	\$33.43	\$34.45	\$35.50
P03	\$30.01	\$30.91	\$31.84	\$32.81	\$33.79	\$34.80	\$35.87	\$36.91	\$38.03
P04	\$30.26	\$31.15	\$34.31	\$35.31	\$36.38	\$37.48	\$38.59	\$40.93	\$42.16
P05	\$34.18	\$35.22	\$36.25	\$37.36	\$38.48	\$39.64	\$40.82	\$42.06	\$43.31
P06	\$35.57	\$36.66	\$37.74	\$38.89	\$40.07	\$41.25	\$42.50	\$43.75	\$45.06
P07	\$36.70	\$37.81	\$38.93	\$40.10	\$41.33	\$42.55	\$43.82	\$45.12	\$46.47
P7A	\$38.00	\$39.13	\$40.30	\$41.51	\$42.76	\$44.03	\$45.35	\$46.70	\$48.10
P08	\$39.28	\$40.45	\$41.68	\$42.91	\$44.18	\$45.50	\$46.88	\$48.28	\$49.73
P09	\$40.70	\$41.93	\$43.16	\$44.48	\$45.78	\$47.19	\$48.58	\$50.03	\$51.54
P10	\$42.15	\$43.41	\$44.67	\$46.01	\$47.39	\$48.81	\$50.28	\$51.79	\$53.34
P11	\$43.55	\$44.86	\$46.24	\$47.63	\$49.04	\$50.51	\$52.01	\$53.58	\$55.20
P12	\$46.61	\$48.03	\$49.47	\$50.93	\$52.47	\$54.06	\$55.66	\$57.35	\$59.65
P13	\$50.90	\$52.38	\$53.97	\$55.62	\$57.27	\$58.98	\$60.75	\$62.56	\$64.45
P13A	\$59.47	\$61.17	\$63.03	\$64.92	\$66.86	\$68.89	\$70.98	\$73.04	\$75.25
P13B	\$61.31	\$63.01	\$64.86	\$66.75	\$68.70	\$70.73	\$72.82	\$74.88	\$77.09
P14	\$62.45	\$63.57	\$64.72	\$65.89	\$67.24	\$69.21	\$72.68	\$75.59	\$77.89
P15	\$81.13	\$82.37	\$83.66	\$84.95	\$86.30	\$87.65	\$89.02	\$90.39	\$93.10
P16	\$83.55	\$84.84	\$86.15	\$87.53	\$88.90	\$90.27	\$91.69	\$93.10	\$95.88

Section 2. In addition to his/her base pay, a charge or lead payment shall be paid for all time that an employee is in charge or takes on the responsibility of lead duties. Charge/lead pay differential shall be two dollars (\$2.00) per hour for all hours worked in that assignment.

Section 3. Shift Differential shall be:

- a.) \$ 1.40 per hour for the evening shift; and
- b.) \$ 1.70 per hour for the night shift.

Shift Differential for Pharmacists shall be:

- a.) \$5.00 per hour for the evening shift; and
- b.) \$7.00 per hour for the night shift.

Shift Differential for Physician Assistant shall be:

- a.) \$2.05 per hour for the evening shift; and
- b.) \$4.50 per hour for the night shift.

Shift Differential for Clinical Laboratory Scientist, Senior Clinical Laboratory Scientist and Lead Clinical Laboratory Scientist shall be:

- a.) \$2.50 per hour for the evening shift; and
- b.) \$4.00 per hour for the night shift.

Section 4. In addition to the base pay, trainer payment of two dollars (\$2.00) per hour shall be paid for all time that an employee is assigned training duties.

Section 5. The right to begin new employees in the above Step 1 through Step 6, based on the Employer's assessment of that employee's prior related experience, is reserved to the Employer. Employees who are rehired to work at Kaleida Health within three (3) years of their date of separation, will be placed in the wage step they were in at the time of separation, provided they return to the same job title.

Section 6. Increases to Step 2 through Step 5 shall occur on the first day of the payroll period following the appropriate anniversary date of the employee's assignment to that Step.

Section 7. Increases to Step 6 through Step 9 shall occur on the first day of the payroll period following the employee's eighth (8th), twelfth (12th), sixteenth (16th) and twentieth (20th) anniversary date, respective of continuous service in their position for the Employer in a professional position.

Section 8. When an employee is demoted he/she shall change wage levels, but remain in the Step to which he/she was assigned at the time of such transfer. Such employees will continue to move up in Steps as provided for above.

Section 9. When an employee is promoted, he/she shall be placed in the appropriate step which will not be less than five percent (5%) or more than a ten percent (10%) increase and will be not less than Step 1 for the new job. If there is more than one step in the five percent (5%) to ten percent (10%) range, the employee will be placed at the highest step. Such employees will continue to move up in Steps as provided in Sections 6. and 7. above. Except that employees who are in Step 6 through 9 shall only move back one Step upon receiving a promotion, provided that the move results in a ten percent (10%) or greater increase. After such promotion, these employees will be advanced as follows:

- a.) The employee with twenty (20) years of service will advance to Step 9 one (1) year from the date of promotion.
- b.) The employee with sixteen (16) years of service will advance to Step 8 one (1) year from the date of promotion.
- c.) The employee with twelve (12) years of service will advance to Step 7 one (1) year from the date of promotion.

- d.) The employee with at least eight (8) years of service but less than twelve (12) years will advance to Step 6 one (1) year from the date of promotion and to Step 7 upon reaching twelve (12) years of continuous service.

If an employee attains the years of service to advance to the next longevity Step during the “one (1) year” referred to above, the employee will remain at his/her current Step for the remainder of the year. Once the year has been completed, the employee will move to the Step on the wage scale that corresponds with his/her years of service.

Section 10. If an employee is floated to an area, and works in a job title, which is at a higher grade than the position they are floating from, they will be paid at the higher grade, at his/her current step on the wage scale for all hours worked in that capacity.

Section 11. Paycheck errors of three (3) hours of pay or more will be corrected with a supplemental check upon request within two (2) business days.

Section 12. The job titles listed below are intended to classify and identify employees who work a majority of time on the titled job. The Employer may during the term of this Agreement create new jobs or combine or eliminate existing jobs. When new or combined jobs are created, the Employer will, after discussion with the Union, assign that job to one of the wage levels listed in Section 1. If the Union disagrees with the wage level set by the Employer, it may file a grievance at Step 2 of the grievance procedure provided it does so within twenty (20) calendar days from the date on which the new rate is set and announced. If the grievance proceeds to arbitration, the arbitration shall be limited to the placement of such new or combined jobs in one of the wage levels listed in Section 1. Employees assigned to the new job will be paid at the rate set by the Employer and if the rate is changed as a result of the grievance such changed rate shall be retroactive to date the employee began to receive the rate set by the Employer. All new or combined jobs shall be posted in accordance with the Job Bidding and Transfers Article of this Agreement.

Job Titles:

Grade P1

Grade P2

Child Life Specialist
Community Educator
Education Counselor
Teacher (BS)

Grade P3

Exercise Physiologist
Exercise Specialist
Financial Counselor/Social Work (BSW)
Long Term Care Financial Counselor
Recreational Therapist
Social Worker (BSW)
Staff Counselor I
Staff Counselor Out Patient Behavioral Health

Transition Placement Coach

Grade P4

Coordinator Early Intervention
Education Coordinator
Teacher (MS)
WIC Nutritionist

Grade P5

Clinical Dietician
Librarian

Grade P6

Lead Counselor (BS)
Lead Social Worker (BSW)
Lead WIC Nutritionist
Long Term Care Financial Specialist
Social Worker (MSW)
Staff Counselor II (MS)
Staff Counselor II, Case Management MICAID

Grade P7

Lead Clinical Dietitian
Licensed Clinical Social Worker
Nutritional Support Service Dietitian
Speech CFY
Staff Counselor III

Grade P7A

Clinical Laboratory Scientist
Clinical Service Representative
Point of Care Liaison

Grade P8

Lead Staff Counselor II
Lead Staff Counselor III
Staff Counselor IV (CSW w/R required)

Grade P9

Audiologist
Lead Counselor IV (CSW w/R required)
Lead Counselor IV Adult OP Service
Lead Counselor IV Case Management
Lead Counselor IV Continuing Day Treatment
Occupational Therapist
Poison Control Specialist
Psychologist (Unlicensed)
Senior Clinical Laboratory Scientist
Speech Language Pathologist

Grade P10

Cytotechnologist
Hand Therapy Team Leader
Lead Clinical Laboratory Scientist
Physical Therapist

Grade P11

Lead Counselor V
Lead Occupational Therapist
Lead Speech Pathologist

Grade P12

Graduate Pharmacist
Lead Cytotechnologist
Lead Physical Therapist

Grade P13

Marriage and Family Counselor
Marriage Family Therapy Licensed
Pathologists' Assistant
Psychologist (Licensed)

Grade P13A

Lead Psychologist CS

Grade P13B

Physician's Assistant

Grade P14

Physician's Assistant NICU (wage would be equal to RN6 with Step 6 equal to P13A)
Physician Assistant – Neonatal Transport Team

Grade P15

Staff Pharmacist

Grade P16

Clinical Pharmacy Coordinator
Clinical Staff Pharmacist

**Appendix D
Registered Nurse Salaries**

Section 1.

a.) This schedule will be effective June 1, 2022 for all employees and will represent a four percent (4%) increase to the base rate. In addition, this scale includes one-time adjustments effective upon ratification for the nursing scales as follows:

1. RN2:
 - i. Step 1 – Increase of \$1.90

- ii Step 2 – Increase of \$3.24
- iii Step 3 – Increase of \$3.25
- iv. Step 4 – Increase of \$3.26
- v. Steps 5-9 – Increase of \$1.70

2. Grades RN3, RN4, RN4A, RN5, RN5A, RN6 – increase of \$1.70 for each step.

Grade	Start Rate	1st Anniv	2nd Anniv	3rd Anniv	4th Anniv	8th Anniv	12th Anniv	16th Anniv	20th Anniv
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
RN2	\$ 37.06	\$ 38.70	\$ 39.33	\$ 40.04	\$ 43.53	\$ 48.64	\$ 49.42	\$ 50.33	\$ 51.79
RN3	\$ 40.47	\$ 41.21	\$ 41.97	\$ 42.76	\$ 47.69	\$ 48.64	\$ 49.42	\$ 50.33	\$ 51.79
RN4	\$ 44.46	\$ 45.31	\$ 46.13	\$ 46.97	\$ 50.11	\$ 51.04	\$ 51.95	\$ 52.86	\$ 54.39
R4A	\$ 47.22	\$ 48.07	\$ 48.88	\$ 49.73	\$ 52.87	\$ 53.79	\$ 54.72	\$ 55.62	\$ 57.14
R4B	\$ 53.70	\$ 54.64	\$ 55.59	\$ 56.54	\$ 57.67	\$ 58.74	\$ 62.19	\$ 64.61	\$ 66.51
RN5	\$ 56.68	\$ 57.68	\$ 58.70	\$ 59.71	\$ 60.92	\$ 62.05	\$ 65.70	\$ 68.27	\$ 70.28
R5A	\$ 56.68	\$ 58.26	\$ 59.97	\$ 61.72	\$ 63.52	\$ 65.39	\$ 67.32	\$ 69.23	\$ 71.28
RN6	\$ 59.44	\$ 60.47	\$ 61.54	\$ 62.62	\$ 63.87	\$ 65.69	\$ 68.89	\$ 71.59	\$ 73.71
RN – Float	\$ 43.07	\$ 43.81	\$ 44.57	\$ 45.36	\$ 49.54	\$ 54.74	\$ 55.66	\$ 56.57	\$ 58.03

b.) This schedule will be effective June 1, 2023 for all employees and will represent a four percent (4%) increase of the base rate.

Grade	Start Rate	1st Anniv	2nd Anniv	3rd Anniv	4th Anniv	8th Anniv	12th Anniv	16th Anniv	20th Anniv
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
RN2	\$ 38.54	\$40.25	\$ 40.90	\$ 41.65	\$ 45.27	\$ 50.58	\$ 51.39	\$ 52.34	\$ 53.86
RN3	\$ 42.09	\$42.86	\$ 43.65	\$ 44.47	\$ 49.60	\$ 50.58	\$ 51.39	\$ 52.34	\$ 53.86
RN4	\$ 46.24	\$47.12	\$ 47.97	\$ 48.85	\$ 52.12	\$ 53.08	\$ 54.03	\$ 54.97	\$ 56.56
R4A	\$ 49.11	\$50.00	\$ 50.84	\$ 51.72	\$ 54.98	\$ 55.95	\$ 56.91	\$ 57.85	\$ 59.43
R4B	\$ 55.85	\$56.82	\$ 57.82	\$ 58.80	\$ 59.98	\$ 61.09	\$ 64.67	\$ 67.19	\$ 69.17
RN5	\$ 58.95	\$59.99	\$ 61.05	\$ 62.10	\$ 63.35	\$ 64.53	\$ 68.33	\$ 71.00	\$ 73.09
R5A	\$ 58.95	\$60.59	\$ 62.37	\$ 64.19	\$ 66.06	\$ 68.01	\$ 70.02	\$ 72.00	\$ 74.13
RN6	\$ 61.82	\$62.89	\$ 64.00	\$ 65.13	\$ 66.43	\$ 68.32	\$ 71.65	\$ 74.45	\$ 76.66
RN – Float	\$ 44.79	\$45.56	\$ 46.35	\$ 47.17	\$ 51.52	\$ 56.93	\$ 57.88	\$ 58.83	\$ 60.35

c.) This schedule will be effective June 1, 2024 for all employees and will represent a four percent (4%) increase of the base rate.

Grade	Start Rate	1st Anniv	2nd Anniv	3rd Anniv	4th Anniv	8th Anniv	12th Anniv	16th Anniv	20th Anniv
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
RN2	\$ 40.09	\$41.86	\$ 42.54	\$ 43.31	\$ 47.08	\$ 52.60	\$ 53.45	\$ 54.44	\$ 56.01
RN3	\$ 43.77	\$44.57	\$ 45.39	\$ 46.25	\$ 51.58	\$ 52.60	\$ 53.45	\$ 54.44	\$ 56.01
RN4	\$ 48.09	\$49.00	\$ 49.89	\$ 50.80	\$ 54.20	\$ 55.20	\$ 56.19	\$ 57.17	\$ 58.82
R4A	\$ 51.07	\$52.00	\$ 52.87	\$ 53.78	\$ 57.18	\$ 58.18	\$ 59.18	\$ 60.16	\$ 61.81
R4B	\$ 58.08	\$59.09	\$ 60.13	\$ 61.15	\$ 62.38	\$ 63.54	\$ 67.26	\$ 69.88	\$ 71.94
RN5	\$ 61.31	\$62.39	\$ 63.49	\$ 64.58	\$ 65.89	\$ 67.11	\$ 71.06	\$ 73.84	\$ 76.01
R5A	\$ 61.31	\$63.01	\$ 64.86	\$ 66.75	\$ 68.70	\$ 70.73	\$ 72.82	\$ 74.88	\$ 77.09
RN6	\$ 64.29	\$65.40	\$ 66.56	\$ 67.73	\$ 69.08	\$ 71.05	\$ 74.52	\$ 77.43	\$ 79.72
RN – Float	\$ 46.59	\$47.38	\$ 48.21	\$ 49.06	\$ 53.58	\$ 59.21	\$ 60.20	\$ 61.19	\$ 62.76

Section 2. Charge pay will be paid to an employee in any case where the employee has been assigned by the normal manager or supervisor the responsibility for decision making and/or managerial responsibilities. Charge pay shall be two dollars (\$2.00) per hour for all hours worked in that assignment. The OCH ECMO Coordinator will also be eligible for charge pay.

Section 3. Shift differential shall be:

- a.) \$ 2.05 per hour for the evening shift; and
- b.) \$ 4.50 per hour for the night shift.

Section 4. In addition to the base pay, preceptor payment of two dollars and fifty cents (\$2.50) per hour shall be paid for all time that an employee is assigned to preceptor duties.

Section 5. An employee designated as a member of the ECMO Team shall receive a differential of twelve dollars (\$12.00) per hour for all hours worked running the ECMO Pump.

Section 6. An employee designated as the STAT Team Coordinator will receive R4B plus a three dollar (\$3.00) per hour differential.

Section 7. In addition to their base pay, Triage Nurses, will receive two dollars (\$2.00) an hour for all time spent in the triage role.

Section 8. The right to begin employees in the above Step 1 through Step 6, based on the Employer's assessment of that employee's prior related experience, is reserved to the Employer. Employees who are rehired to work at Kaleida Health within three (3) years of their date of separation, will be placed in the wage step they were in at the time of separation, provided they return to the same job title.

Section 9. Increases to Steps 2 through Step 5 shall occur on the first day of the payroll period following the appropriate anniversary date of the employee's assignment to that Step.

Section 10. Increases in Step 6, through Step 9 shall occur on the first day of the payroll period following the employee's eighth (8th), twelfth (12th), sixteenth (16th), and twentieth (20th) anniversary date, respective of continuous service as a registered nurse for the Employer but no other employer.

Section 11. If an employee is floated to an area and works in a job title, which is at a higher RN level than the position they are floating from, they will be paid at the higher RN level at his/her current step on the wage scale for all hours worked in that capacity.

Section 12. Paycheck errors of three (3) hours of pay or more will be corrected with a supplemental check upon request within two (2) business days.

Section 13. When an employee is demoted or promoted within RN Level 2 through RN Level 5 in Section 1. above, they shall change wage levels but remain in the Step to which they were assigned at the time of such transfer. Such employees will continue to move up in Steps as provided in Sections 10. and 11. above. When an employee is promoted into RN Level 5A he or she shall be assigned to a Step in accordance with the following schedule inclusive of any nurse practitioner or midwife who has accepted a job prior to the ratification of this Agreement:

- a.) an RN with four (4) or less years of RN experience with Kaleida will be placed in Step 1;
- b.) an RN with five (5) through eight (8) years of RN experience with Kaleida will be placed at Step 3; finally
- c.) an RN with more than eight (8) years of RN experience with Kaleida will be placed at Step 5.

Increases to Steps 6 through 9 shall occur on the first day of the payroll period following the employee's anniversary date, respective of continuous service as a registered nurse, nurse practitioner or nurse midwife for the Employer (but no other employer) annually until the employee reaches the Kaleida Health years of service in either the registered nurse, nurse practitioner or nurse midwife job title. Employees who are now paid in Steps 6, 7, and 8 who do not have the years of service required in this Section shall continue to be paid in the Step to which they are presently assigned.

Section 14. When an LPN is promoted into an RN position, he/she shall be assigned to a Step in accordance with the following schedule inclusive of any LPN who has accepted an RN job prior to the ratification of this Agreement:

- a.) an LPN with four (4) or less years of LPN experience with Kaleida will be placed in Step 1;
- b.) an LPN with five (5) through eight (8) years of LPN experience with Kaleida will be placed at Step 3; finally
- c.) an LPN with more than eight (8) years of LPN experience with Kaleida will be placed at Step 5.

Increases in Steps 6 through 9 shall occur on the first day of the payroll period following the employee's anniversary date, respective of continuous service as an LPN for the Employer (but no other employer) annually until the employee reaches the Kaleida Health years of service as an LPN. Employees who are now paid in Steps 6, 7, and 8 who do not have the years of service required in this Section shall continue to be paid in the Step to which they are presently assigned.

Section 15. When a current Kaleida employee bids into the RN bargaining unit, and his/her current rate of pay is higher than the RN scale, he/she will remain red-circled until his/her rate of pay falls on the RN scale.

Section 16. The job titles listed below are intended to classify and identify employees who work a majority of time on the titled job. The Employer may, during the term of this Agreement, create new jobs or combine or eliminate existing jobs. When new or combined jobs are created, the Employer will, after discussion with the Union, assign that job to one of the wage levels listed in Section 1. If the Union disagrees with the RN level set by the Employer, it may file a grievance at Step 2 of the grievance procedure provided it does so within twenty (20) calendar days from the date on which the new rate is set and announced. If the grievance proceeds to arbitration, the arbitration shall be limited to the placement of such new or combined jobs in one of the wage levels listed in Section 1. Employees assigned to the new job will be paid at the rate set by the Employer and if the rate is changed as the result of the grievance, such changed rate shall be retroactive to the date the employee began to receive the rate set by the Employer. All new or combined jobs shall be posted in accordance with the Job Bidding and Transfers Article of this Agreement.

Job Titles:

Grade RN2

- Ambulatory Care Nurse
- Behavioral Health Nurse
- Bereavement Nurse
- Cardiac Service Nurse
- Critical Care Nurse
- Critical Care Nurse/Multi-Site Float
- Extended Role Nurse
- Lactation Consultant
- Medical Surgical Nurse
- Nurse Counselor
- Obstetric Nurse
- Operating Room Service Line Coordinator

Research Nurse
Special Procedure Nurse Surgical Services Nurse Transition Placement Nurse
Staff Nurse SNF
Telemetry Nurse

Grade RN3

Clinical Nurse Facilitator
Clinical Patient Transfer Coordinator
Clinical Stroke Coordinator
Critical Care Family Liaison
Diabetes Extended Role Nurse
Diabetes Nurse Clinician
Diabetes Teaching Nurse
Enterostomal Therapist
Patient Care Coordinator
Renal/Pancreas Transplant Coordinator

Grade RN4

Clinical Nurse Educator (BS)
Clinical Research Coordinator
Infection Prevention Nurse
Neonatal Outreach Coordinator
Neurosurgery Liaison Nurse
Peds STAT Transport Team Coordinator
Perioperative Clinical Nurse Educator (BS)

Grade R4A

ECMO Coordinator
RN First Assistant

Grade R4B

STAT Team
STAT team Coordinator

Grade RN5

Certified Nurse Midwife Clinical Nurse Educator (MS)
Clinical Nurse Educator (MS)
Clinical Nurse Specialist
Perioperative Clinical Nurse Educator (MS)

Grade R5A

Nurse Practitioner (wage would be equal to P13A with Step 1 equal to RN5)

Grade RN6

Behavioral Health Nurse Practitioner
Certified Transport Nurse
Nurse Practitioner NICU
Transport Nurse/Neonatal

Grade RN – Float (RNF)

Registered Nurses hired into a Float Pool

**Appendix E
Service Employee Salaries**

Section 1.

- a.) This schedule will be effective June 1, 2022 for all employees and will represent a four percent (4%) increase to the base rate. Employees hired on or after July 31, 2011 will be placed in the appropriate wage step based on their date of hire and anniversary date as of June 1, 2022.

Grade	Start Rate	1st Anniv	2nd Anniv	3rd Anniv	4th Anniv	8th Anniv	12th Anniv	16th Anniv	20th Anniv
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
S3	\$ 15.75	\$ 16.22	\$ 16.50	\$ 17.00	\$ 18.86	\$ 19.24	\$ 19.61	\$ 20.02	\$ 20.62
S4	\$ 15.80	\$ 16.30	\$ 16.75	\$ 17.30	\$ 19.03	\$ 19.43	\$ 19.83	\$ 20.23	\$ 20.82
S5	\$ 16.75	\$ 17.20	\$ 17.77	\$ 18.65	\$ 20.53	\$ 20.95	\$ 21.34	\$ 21.77	\$ 22.44
S5A	\$ 18.25	\$ 18.70	\$ 19.44	\$ 20.30	\$ 22.18	\$ 22.60	\$ 22.99	\$ 23.42	\$ 24.10
S6	\$ 19.18	\$ 20.12	\$ 21.13	\$ 22.19	\$ 24.38	\$ 24.90	\$ 25.41	\$ 25.88	\$ 26.68

- b.) This schedule will be effective June 1, 2023 for all employees and will represent a four percent (4%) increase to the base rate.

Grade	Start Rate	1st Anniv	2nd Anniv	3rd Anniv	4th Anniv	8th Anniv	12th Anniv	16th Anniv	20th Anniv
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
S3	\$ 16.38	\$ 16.87	\$ 17.16	\$ 17.68	\$ 19.61	\$ 20.01	\$ 20.40	\$ 20.82	\$ 21.45
S4	\$ 16.43	\$ 16.95	\$ 17.42	\$ 17.99	\$ 19.79	\$ 20.20	\$ 20.63	\$ 21.04	\$ 21.65
S5	\$ 17.42	\$ 17.89	\$ 18.48	\$ 19.40	\$ 21.35	\$ 21.78	\$ 22.19	\$ 22.64	\$ 23.34
S5A	\$ 18.98	\$ 19.45	\$ 20.22	\$ 21.11	\$ 23.07	\$ 23.50	\$ 23.91	\$ 24.36	\$ 25.06
S6	\$ 19.95	\$ 20.92	\$ 21.98	\$ 23.08	\$ 25.36	\$ 25.89	\$ 26.42	\$ 26.91	\$ 27.74

- c.) This schedule will be effective June 1, 2024 for all employees and will represent a four percent (4%) increase to the base rate.

Grade	Start Rate	1st Anniv	2nd Anniv	3rd Anniv	4th Anniv	8th Anniv	12th Anniv	16th Anniv	20th Anniv
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
S3	\$ 17.04	\$ 17.54	\$ 17.85	\$ 18.39	\$ 20.40	\$ 20.81	\$ 21.21	\$ 21.65	\$ 22.31
S4	\$ 17.09	\$ 17.63	\$ 18.12	\$ 18.71	\$ 20.58	\$ 21.01	\$ 21.45	\$ 21.88	\$ 22.52
S5	\$ 18.12	\$ 18.60	\$ 19.22	\$ 20.17	\$ 22.21	\$ 22.65	\$ 23.08	\$ 23.54	\$ 24.27
S5A	\$ 19.74	\$ 20.23	\$ 21.03	\$ 21.96	\$ 23.99	\$ 24.44	\$ 24.87	\$ 25.33	\$ 26.06
S6	\$ 20.75	\$ 21.76	\$ 22.85	\$ 24.00	\$ 26.37	\$ 26.93	\$ 27.48	\$ 27.99	\$ 28.85

Section 2. Lead pay will be paid to an employee when the normal manager or supervisor is absent or the employee has been assigned lead responsibilities and lead responsibilities are not part of the employee's existing job description. Lead pay differential shall be one dollar and fifty cents (\$1.50) per hour for all hours worked in that assignment.

Section 3. Shift Differential shall be

- a.) \$ 1.40 per hour for the evening shift; and
- b.) \$ 1.70 per hour for the night shift.

Section 4. In addition to the base pay, trainer payment of two dollars (\$2.00) per hour shall be paid for all time in excess of one (1) hour that an employee is assigned training duties. Increases are scheduled as follows:

Section 5. The right to begin new employees in the above Step 1 through Step 6, based on the Employer's assessment of that employee's prior related experience, is reserved to the Employer. Employees who are rehired to work at Kaleida Health within three (3) years of their date of separation, will be placed in the wage step they were in at the time of separation, provided they return to the same job title.

Section 6. Effective the first pay period following ratification of this Agreement, float pool employees will be paid a differential of three dollars (\$3.00) per hour for all hours paid as a float pool employee.

Section 7. Increases to Step 2 through Step 5 shall occur on the first day of the payroll period following the appropriate anniversary date of the employee's assignment to that Step.

Section 8. Increases to Step 6 through Step 9 shall occur on the first day of the payroll period following the employee's eighth (8th), twelfth (12th), sixteenth (16th), twentieth (20th) anniversary date, respective of continuous service for the Employer.

Section 9. When an employee is demoted he/she shall change wage levels, but remain in the Step to which he/she was assigned at the time of such transfer. Such employees will continue to move up in Steps as provided for above.

Section 10. When an employee is promoted, he/she shall be placed in the appropriate step which will not be less than five percent (5%) or more than a ten percent (10%) increase and will not be less than Step 1 for the new job. If there is more than one step in the five percent (5%) to ten percent (10%) range, the employee will be placed at the highest step. Such employees will continue to move up in Steps as provided in Sections 8. And 9. above. Except that employees who are in Step 6 through 9 shall only move back one Step upon receiving a promotion, provided that move results in a ten percent (10%) or greater increase. After such promotion, these employees will be advanced as follows:

- a.) The employee with twenty (20) years of service will advance to Step 9 one (1) year from the date of promotion.
- b.) The employee with sixteen (16) years of service will advance to Step 8

one (1) year from the date of promotion.

- c.) The employee with twelve (12) years of service will advance to Step 7 one (1) year from the date of promotion.
- d.) The employee with at least eight (8) years of service but less than twelve (12) years will advance to Step 6 one (1) year from the date of promotion and to Step 7 upon reaching twelve (12) years of continuous service.

If an employee attains the years of service to advance to the next longevity Step during the “one (1) year” referred to above, the employee will remain at his/her current Step for the remainder of the year. Once the year has been completed, the employee will move to the Step on the wage scale that corresponds with his/her years of service.

Section 11. If an employee is floated to an area, and works in a job title that is at a higher grade than the position they are floating from, they will be paid at the higher grade, at his/her current step on the wage scale for all hours worked in that capacity.

Section 12. Paycheck errors of three (3) hours of pay or more will be corrected with a supplemental check upon request within two (2) business days.

Section 13. The job titles listed below are intended to classify and identify employees who work a majority of time on the titled job. The Employer may during the term of this Agreement create new jobs or combine or eliminate existing jobs. When new or combined jobs are created, the Employer will, after discussion with the Union, assign that job to one of the wage levels listed in Section 1 and Section 2. If the Union disagrees with the wage level set by the Employer, it may file a grievance at Step 2 of the grievance procedure provided it does so within twenty (20) calendar days from the date on which the new rate is set and announced. If the grievance proceeds to arbitration, the arbitration shall be limited to the placement of such new or combined jobs in one of the wage levels listed in Section 1 and Section 2. Employees assigned to the new job will be paid at the rate set by the Employer and if the rate is changed as a result of the grievance such changed rate shall be retroactive to date the employee began to receive the rate set by the Employer. All new or combined jobs shall be posted in accordance with the Job Bidding and Transfers Article of this Agreement.

Job Titles:

Grade S3

Companion
Environmental Service Aide
Environmental Service Aide SNF
Grill Cook
Hospitality Associate
Indirect Care Aide
Laundry Attendant
Laundry Attendant SNF
Laundry Helper
Long Term Care Sitter SNF

Mail Clerk
Nurse Assistant
Nutritional Service Worker
Nutritional Service Worker SNF
Patient Support Associate
Receiving Clerk/Dietary
Recreational Helper
SPD Aide

Grade S4

Certified Nursing Assistant SNF
Certified Nursing Assistant/Nurses' Aide Trainee SNF
Cook Assistant
Cook Assistant SNF
Rehabilitation Aide SNF

Grade S5

Central Supply Tech
Driver
Lead Mail Clerk
Materials Handler
Patient Care Assistant
Patient Care Assistant – Student Nurse
Regulatory Waste Handler

Grade S5A

Sterile Processing Technician

Grade S6

Cook
Cook SNF
Liquid Oxygen Driver
Materials Equipment Coordinator
Site Patient Experience Associate

Appendix F
Technical Employees Salaries

Section 1.

- a.) This schedule will be effective June 1, 2022 for all employees and will represent a four percent (4%) increase to the base rate.

Grade	Start Rate	1st Anniv	2nd Anniv	3rd Anniv	4th Anniv	8th Anniv	12th Anniv	16th Anniv	20th Anniv
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
T1	\$17.80	\$18.32	\$18.87	\$19.44	\$20.03	\$20.63	\$21.25	\$21.90	\$22.54
T2	\$18.60	\$19.16	\$19.74	\$20.31	\$20.92	\$21.56	\$22.19	\$22.88	\$23.55
T3	\$18.98	\$19.56	\$20.16	\$20.75	\$21.34	\$22.01	\$22.65	\$23.35	\$24.04
T4	\$19.81	\$20.38	\$20.98	\$21.62	\$22.26	\$22.91	\$23.63	\$24.33	\$25.06
T5	\$20.28	\$20.85	\$21.50	\$22.13	\$22.79	\$23.47	\$24.19	\$24.93	\$25.66
T6	\$21.96	\$22.61	\$23.32	\$24.00	\$24.71	\$25.47	\$26.22	\$26.99	\$27.81
T7	\$22.63	\$23.33	\$24.01	\$24.72	\$25.48	\$26.23	\$27.02	\$27.83	\$28.67
T8	\$23.14	\$23.83	\$24.54	\$25.29	\$26.05	\$26.84	\$27.64	\$28.46	\$29.31
T9	\$23.66	\$24.35	\$25.07	\$25.82	\$26.60	\$27.40	\$28.20	\$29.06	\$29.94
T10	\$24.90	\$25.63	\$26.40	\$27.21	\$28.01	\$28.84	\$29.70	\$30.59	\$31.52
T11	\$25.90	\$26.68	\$27.46	\$28.31	\$29.14	\$30.01	\$30.92	\$31.86	\$32.82
T12	\$27.75	\$28.58	\$29.44	\$30.34	\$31.24	\$32.18	\$33.17	\$34.12	\$35.16
T13	\$29.13	\$30.00	\$30.90	\$31.84	\$32.79	\$33.78	\$34.78	\$35.82	\$36.89
T14	\$29.31	\$30.18	\$31.10	\$32.03	\$33.00	\$34.00	\$35.00	\$36.05	\$37.15
T15	\$31.60	\$32.56	\$33.54	\$34.55	\$35.58	\$36.65	\$37.74	\$38.89	\$40.04
T16	\$31.84	\$32.79	\$33.78	\$34.78	\$35.82	\$36.90	\$38.00	\$39.14	\$40.31
T17	\$34.00	\$35.00	\$36.05	\$37.11	\$38.24	\$39.41	\$40.59	\$41.78	\$43.02
T18	\$35.96	\$37.06	\$38.17	\$39.32	\$40.48	\$41.70	\$42.94	\$44.22	\$45.54
T19	\$36.82	\$37.93	\$39.06	\$40.23	\$41.41	\$42.70	\$43.98	\$45.27	\$46.62
T20	\$38.43	\$39.56	\$40.77	\$42.02	\$43.27	\$44.57	\$45.90	\$47.27	\$48.70
T21	\$39.77	\$40.96	\$42.15	\$43.42	\$44.74	\$46.09	\$47.49	\$48.88	\$50.35
T22	\$42.52	\$43.80	\$45.13	\$46.47	\$47.87	\$49.31	\$50.77	\$52.31	\$53.86
T23	\$64.03	\$65.77	\$67.53	\$69.38	\$71.23	\$73.18	\$75.17	\$77.23	\$79.34

b.) This schedule will be effective June 1, 2023 for all employees and will represent a four percent (4%) increase to the base rate.

Grade	Start Rate	1st Anniv	2nd Anniv	3rd Anniv	4th Anniv	8th Anniv	12th Anniv	16th Anniv	20th Anniv
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
T1	\$18.52	\$19.06	\$19.62	\$20.22	\$20.83	\$21.46	\$22.10	\$22.78	\$23.44
T2	\$19.34	\$19.92	\$20.53	\$21.12	\$21.76	\$22.42	\$23.08	\$23.80	\$24.49
T3	\$19.74	\$20.34	\$20.96	\$21.58	\$22.19	\$22.89	\$23.56	\$24.28	\$25.01
T4	\$20.60	\$21.20	\$21.82	\$22.49	\$23.15	\$23.83	\$24.57	\$25.30	\$26.07
T5	\$21.09	\$21.69	\$22.36	\$23.02	\$23.70	\$24.41	\$25.16	\$25.93	\$26.68
T6	\$22.84	\$23.51	\$24.25	\$24.96	\$25.70	\$26.49	\$27.27	\$28.07	\$28.92
T7	\$23.54	\$24.26	\$24.97	\$25.71	\$26.50	\$27.28	\$28.10	\$28.94	\$29.82
T8	\$24.07	\$24.78	\$25.53	\$26.30	\$27.09	\$27.92	\$28.75	\$29.60	\$30.48
T9	\$24.61	\$25.32	\$26.08	\$26.86	\$27.67	\$28.50	\$29.33	\$30.22	\$31.14
T10	\$25.89	\$26.65	\$27.45	\$28.29	\$29.13	\$29.99	\$30.89	\$31.81	\$32.78
T11	\$26.93	\$27.74	\$28.55	\$29.44	\$30.31	\$31.21	\$32.16	\$33.13	\$34.14
T12	\$28.86	\$29.72	\$30.62	\$31.55	\$32.49	\$33.46	\$34.49	\$35.49	\$36.57
T13	\$30.30	\$31.20	\$32.13	\$33.12	\$34.10	\$35.13	\$36.17	\$37.25	\$38.36
T14	\$30.48	\$31.39	\$32.34	\$33.31	\$34.32	\$35.36	\$36.40	\$37.49	\$38.63
T15	\$32.86	\$33.86	\$34.88	\$35.93	\$37.00	\$38.12	\$39.25	\$40.44	\$41.64
T16	\$33.12	\$34.10	\$35.13	\$36.17	\$37.25	\$38.38	\$39.52	\$40.70	\$41.92
T17	\$35.36	\$36.40	\$37.49	\$38.59	\$39.77	\$40.98	\$42.21	\$43.45	\$44.75
T18	\$37.40	\$38.54	\$39.69	\$40.90	\$42.10	\$43.37	\$44.66	\$45.99	\$47.36
T19	\$38.29	\$39.45	\$40.62	\$41.84	\$43.07	\$44.41	\$45.74	\$47.08	\$48.49
T20	\$39.97	\$41.14	\$42.40	\$43.70	\$45.01	\$46.36	\$47.73	\$49.16	\$50.65
T21	\$41.36	\$42.59	\$43.84	\$45.16	\$46.53	\$47.94	\$49.39	\$50.84	\$52.36
T22	\$44.22	\$45.56	\$46.93	\$48.33	\$49.79	\$51.28	\$52.80	\$54.40	\$56.02
T23	\$66.59	\$68.40	\$70.23	\$72.15	\$74.08	\$76.11	\$78.18	\$80.32	\$82.52

c.) This schedule will be effective June 1, 2024 for all employees and will represent a four percent (4%) increase to the base rate.

Grade	Start Rate	1st Anniv	2nd Anniv	3rd Anniv	4th Anniv	8th Anniv	12th Anniv	16th Anniv	20th Anniv
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
T1	\$19.26	\$19.82	\$20.41	\$21.02	\$21.66	\$22.32	\$22.98	\$23.69	\$24.38
T2	\$20.11	\$20.72	\$21.35	\$21.97	\$22.63	\$23.32	\$24.00	\$24.75	\$25.47
T3	\$20.53	\$21.16	\$21.80	\$22.44	\$23.08	\$23.80	\$24.50	\$25.25	\$26.01
T4	\$21.43	\$22.05	\$22.69	\$23.39	\$24.07	\$24.78	\$25.56	\$26.31	\$27.11
T5	\$21.93	\$22.55	\$23.25	\$23.94	\$24.65	\$25.39	\$26.16	\$26.96	\$27.75
T6	\$23.76	\$24.45	\$25.22	\$25.96	\$26.73	\$27.55	\$28.36	\$29.19	\$30.08
T7	\$24.48	\$25.23	\$25.97	\$26.74	\$27.56	\$28.37	\$29.22	\$30.10	\$31.01
T8	\$25.03	\$25.77	\$26.55	\$27.36	\$28.18	\$29.03	\$29.90	\$30.79	\$31.70
T9	\$25.59	\$26.33	\$27.12	\$27.93	\$28.77	\$29.64	\$30.51	\$31.43	\$32.38
T10	\$26.93	\$27.72	\$28.55	\$29.43	\$30.29	\$31.19	\$32.13	\$33.08	\$34.09
T11	\$28.01	\$28.85	\$29.70	\$30.62	\$31.52	\$32.46	\$33.44	\$34.45	\$35.50
T12	\$30.01	\$30.91	\$31.84	\$32.81	\$33.79	\$34.80	\$35.87	\$36.91	\$38.03
T13	\$31.51	\$32.45	\$33.42	\$34.44	\$35.47	\$36.54	\$37.62	\$38.74	\$39.90
T14	\$31.70	\$32.64	\$33.63	\$34.65	\$35.69	\$36.77	\$37.85	\$38.99	\$40.18
T15	\$34.17	\$35.22	\$36.28	\$37.37	\$38.48	\$39.64	\$40.82	\$42.06	\$43.31
T16	\$34.44	\$35.47	\$36.54	\$37.62	\$38.74	\$39.91	\$41.10	\$42.33	\$43.60
T17	\$36.77	\$37.85	\$38.99	\$40.14	\$41.36	\$42.62	\$43.90	\$45.19	\$46.54
T18	\$38.90	\$40.08	\$41.28	\$42.53	\$43.78	\$45.11	\$46.45	\$47.83	\$49.26
T19	\$39.82	\$41.02	\$42.25	\$43.51	\$44.79	\$46.19	\$47.57	\$48.97	\$50.43
T20	\$41.56	\$42.79	\$44.09	\$45.44	\$46.81	\$48.21	\$49.64	\$51.13	\$52.68
T21	\$43.01	\$44.30	\$45.59	\$46.96	\$48.39	\$49.85	\$51.36	\$52.87	\$54.45
T22	\$45.98	\$47.38	\$48.81	\$50.26	\$51.78	\$53.33	\$54.92	\$56.58	\$58.26
T23	\$69.26	\$71.14	\$73.04	\$75.04	\$77.04	\$79.16	\$81.31	\$83.53	\$85.82

Section 2. Lead pay will be paid to an employee when the normal manager or supervisor is absent or the employee has been assigned lead responsibilities and lead responsibilities are not part of the employee's existing job description. Lead pay differential shall be one dollar and fifty cents (\$1.50) per hour for all hours worked in that assignment.

Section 3. Shift Differential shall be:

- a.) \$ 1.40 per hour for the evening shift; and
- b.) \$ 1.70 per hour for the night shift.

Shift Differential for Medical Technician, shall be:

- a.) \$2.50 per hour for the evening shift; and
- b.) \$4.00 per hour for the night shift.

Section 4. In addition to the base pay, trainer payment of two dollars (\$2.00) per hour shall be paid for all time in excess of one (1) hour that an employee is assigned preceptor/training duties.

Section 5. An employee designated as a member of the ECMO Team shall receive a differential of twelve dollars (\$12.00) per hour for all hours worked running the ECMO Pump.

Section 6. Effective the first pay period following ratification of this Agreement, float Pool employees will be paid a differential of three dollars (\$3.00) per hour for all hours paid as a float pool employee.

Section 7. The right to begin new employees in the above Step 1 through Step 6, based on the Employer's assessment of that employee's prior related experience, is reserved to the Employer. Employees who are rehired to work at Kaleida Health within three (3) years of their date of separation, will be placed in the wage step they were in at the time of separation, provided they return to the same job title.

Section 8. Increases to Step 2 through Step 5 shall occur on the first day of the payroll period following the appropriate anniversary date of the employee's assignment to that Step.

Section 9. Increases to Step 6 through Step 9 shall occur on the first day of the payroll period following the employee's eighth (8th), twelfth (12th), sixteenth (16th), and twentieth (20th) anniversary date, respective of continuous service for the Employer.

Section 10. When an employee is demoted he/she shall change wage levels, but remain in the Step to which he/she was assigned at the time of such transfer. Such employees will continue to move up in Steps as provided for above.

Section 11. When an employee is promoted, he/she shall be placed in the appropriate step which will not be less than five percent (5%) or more than a ten percent (10%) increase and will be not less than Step 1 for the new job. If there is more than one step in the five percent (5%) to ten percent (10%) range, the employee will be placed at the highest step. Such employees will continue to move up in Steps as provided in Sections 8. and 9. above. Except that employees who are in Step 6 through 9 shall only move back one Step upon receiving a promotion, provided that the move results in a ten percent (10%) or greater increase. After such promotion, these employees will be advanced as follows:

- a.) The employee with twenty (20) years of service will advance to Step 9 one (1) year from the date of promotion.
- b.) The employee with sixteen (16) years of service will advance to Step 8 and one (1) year from the date of promotion.

- c.) The employee with twelve (12) years of service will advance to Step 7 one (1) year from the date of promotion.
- d.) The employee with at least eight (8) years of service but less than twelve (12) years will advance to Step 6 one (1) year from the date of promotion and to Step 7 upon reaching twelve (12) years of continuous service.

If an employee attains the years of service to advance to the next longevity Step during the “one (1) year’ referred to above, the employee will remain at his/her current Step for the remainder of the year. Once the year has been completed, the employee will move to the Step on the wage scale that corresponds with his/her years of service.

Section 12. If an employee is floated to an area, and works in a job title that is at a higher grade than the position they are floating from, they will be paid at the higher grade at his/her current step on the wage scale for all hours worked in that capacity.

Section 13. Paycheck errors of three (3) hours of pay or more will be corrected with a supplemental check upon request within two (2) business days.

Section 14. The job titles listed below are intended to classify and identify employees who work a majority of time on the titled job. The Employer may during the term of this Agreement create new jobs or combine or eliminate existing jobs. When new or combined jobs are created, the Employer will, after discussion with the Union, assign that job to one of the wage levels listed in Section 1. If the Union disagrees with the wage level set by the Employer, it may file a grievance at Step 2 of the grievance procedure provided it does so within twenty (20) calendar days from the date on which the new rate is set and announced. If the grievance proceeds to arbitration, the arbitration shall be limited to the placement of such new or combined jobs in one of the wage levels listed in Section 1. Employees assigned to the new job will be paid at the rate set by the Employer and if the rate is changed as a result of the grievance such changed rate shall be retroactive to date the employee began to receive the rate set by the Employer. All new or combined jobs shall be posted in accord with the Job Bidding and Transfers Article of this Agreement.

Job Titles:

Grade T3

Activities Assistant
Activities Assistant SNF
Communications Operator
Critical Care Technician
Emergency Room Technician
Monitor Technician
Technical Assistant

Grade T4

Dental Assistant
Histological Assistant

Grade T5

Anesthesia Assistant
Angiology Technician
Dialysis Technician
Family Planning Counselor
Hemodialysis PCT
Histology Prep Technician
Laboratory Processor
Lithotripsy Technician
Medical Assistant
Mental Health Worker
Pharmacy Technician I
Phlebotomy Technician

Grade T6

Certified Medical Assistant
EKG Technician
Lead Dental Assistant
Material Facilities Clerk
Medical History Specialist
Oral Surgery Assistant
Pharmacy Technician II
Warehouse Technician Specialist

Grade T7

Counseling Assistants
Family Outreach Educator
Ophthalmic Technician
Phlebotomy Technician II

Grade T8

Lead Warehouse Tech

Grade T9

Anesthesia Technician
Autopsy Assistant
Cardiac Technician
Clinician Research Assistant
Dietary Technician
Dietary Technician SNF
Physical Therapy Assistant

Grade T10

Licensed Practical Nurse
Licensed Practical Nurse SNF
Pulmonary Function Technician
Respiratory Technician
Translator LPN

Grade T11

Certified Occupational Therapy Assistant
Dialysis Support Specialist
Facilitated Enroller

Grade T12

Addiction Counselor
Alcohol Counselors
Anatomic Pathology Assistant
In Person Assistor / Navigator

Grade T13

Case Manager
Dental Hygienist
Histology Technician
Medical Technician
OB Technologist
Ophthalmic Photographer
Surgical Technologist

Grade T14

Electro-Neurodiagnostic Technologist I

Grade T15

Electro-Neurodiagnostic Technologist II
Lead Histology Technician
Radiologic Technologist
Respiratory Therapist
Respiratory Therapist SNF
Quality Assurance Technologist

Grade T16

Mammography Technologist

Grade T17

Cardiovascular Radiologic Technologist
CATT Scan Technologist
Certified Quality Assurance Technologist
Electro-Neurodiagnostic Technologist III
Interventional Radiology Technologist
Lead Radiologic Technologist
MRI Technologist
Neuro Peripheral Radiology Technologist

Grade T18

Certified CATT Technologist
Certified CVRT- Cardiac
Certified CVRT- Vascular
Certified MRI Technologist

Lead Mammography Technologist

Grade T19

Echo Technologist

Lead CVRT

Lead Electro-Neuro-diagnostic Technologist

Lead Interventional Radiology Technologist

Lead Neuro/Peripheral Radiology Technologist

Nuclear Medicine Technologist

Ultrasonography Technologist

Grade T20

Lead Certified CATT Scan Technologist

Lead Certified CVRT- Cardiac

Lead Certified CVRT- Vascular

Lead Certified MRI Technologist

Lead MRI Technologist

Respiratory Therapist – Stabilization Team

Respiratory Therapist Transport

Ultrasonography Technologist *Obstetrics

Grade T21

Lead Echo Technologist

Lead Nuclear Medicine Technologist

Lead Ultrasonography Technologist

Neurovascular Technician

Vascular Lab Technologist

Grade T22

Lead Vascular Lab Technologist

Grade T23

Perfusionist

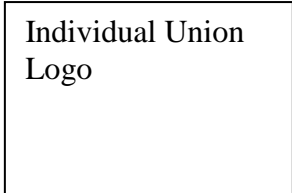
Appendix G
Kaleida Health Bargaining Units

Bargaining units covered by this Agreement are as follows:

			<u>Union Code</u>
			<u>Description</u>
<u>1199 SEIU United Healthcare Workers East:</u>			
1.	Buffalo General Medical Center	Service Unit	08
2.	John R. Oishei Children's Hospital	Clerical Unit	03/05
3.	John R. Oishei Children's Hospital	Licensed Practical Nurse Unit	04
4.	John R. Oishei Children's Hospital	Nurse Practitioner Unit	26
5.	John R. Oishei Children's Hospital	Professional Unit	24
6.	John R. Oishei Children's Hospital	Registered Nurse Unit	01/19
7.	John R. Oishei Children's Hospital	Service and Maintenance Unit	02
8.	John R. Oishei Children's Hospital	Technical	21
9.	Millard Fillmore Suburban Hospital	Service and Maintenance Unit	10
10.	Kaleida Health	Business Office/Clerical Unit	28

Communications Workers of America, AFL-CIO, Local 1168:

1.	Buffalo General Medical Center	Registered Nurse Unit	06
2.	Buffalo General Medical Center	Technical/Clinical-Clerical Unit	07
3.	Buffalo General Medical Center	Professional Unit	25
4.	DeGraff Medical Park	Professional Unit	31
5.	DeGraff Medical Park	Registered Nurse Unit	12
6.	DeGraff Medical Park	Technical/Clinical-Clerical/Service Unit	13
7.	Millard Fillmore Suburban Hospital	Registered Nurse Unit	15
8.	Millard Fillmore Suburban Hospital	Technical/Clinical-Clerical Unit	16/22
9.	Millard Fillmore Suburban Hospital	Professional Unit	18



GRIEVANCE FORM

Send to: _____

Grievance #: _____ File #: _____ Rate of Pay: _____

Employee/Grievant Name: _____ Date of Hire: _____

Bargaining Unit: _____ Work Site: _____

Job Title: _____ Telephone #: _____

Department: _____ Date of Incident: _____

Article(s) Allegedly Violated: _____ and all other applicable Articles of the Contract.

Meeting with Supervisor (Name) _____ prior to filing grievance Yes No

If No, Reason Why:

Brief Statement of Facts:

Remedy Expected:

Signatures:

Grievant(s)

Union Representative

Date

Date

C:

Step 1 Meeting

Date of Step 1 Meeting: _____

Attendees at Meeting:

Kaleida Representative Responding:

_____	_____	_____
Name	Title	Date of Answer

Step 1 Answer:

Union Representative Receiving Answer: _____

Step 2 Appeal

Date of Step 2 Meeting: _____

Name of Union Representative filing appeal: _____ **Date of Appeal:** _____

Reason for Appeal:

Attendees at Meeting:

Kaleida Representative Responding:

_____	_____	_____
Name	Title	Date of Answer

Step 2 Answer:

Union Representative Receiving Answer: _____

Letter of Intent #1
Administration of New Long Term Care Needs List

May 31, 2022

Cori Gambini
President
CWA Local 1168
1900 Sweet Home Road
Amherst, NY 14228

James Scordato
Vice President
Service Employees International Union/1199
2421 Main Street
Buffalo, NY 142214

Dear Ms. Gambini and Mr. Scordato:

This letter is to confirm our conversations regarding the administration of new long term care needs list language in Article 15 Section 10 of the Collective Bargaining Agreement. It is our understanding that we should apply the language as detailed below:

1. Extra shifts posted by hours needed per job classification with no specified department or unit shall be assigned following the remaining language in Section 10, but where there is language referencing “unit/department”, it shall be considered “facility”.

a. Long term care Needs List assignment procedure:

i. Once the schedule is posted, open shifts remaining will be filled by eligible employees beginning with the most senior employee in the facility in the same job title first, then by employees in the bargaining unit at the site and then by employees in any covered bargaining unit.

2. A part-time or full-time employee who has signed up on the needs list for the facility and who can work extra hours without incurring overtime;

3. A per diem employee who has signed up on the needs list for the facility and who can work extra hours without incurring overtime;

4. Employees who have signed up on the needs list for the facility and who will incur overtime in seniority order on a rotating basis (wheel).

The process and procedures detailed above are agreed to by all parties to the Master Collective Bargaining Agreement effective on the last signed date indicated on this letter.

Letter of Intent #2
Healthcare Related Joint Ventures

It is agreed to and understood by both KALEIDA HEALTH and the 1199 SEIU UNITED HEALTHCARE WORKERS, EAST, COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO and the INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO that an agreement was reached during the current set of contract negotiations that in the event Kaleida Health enters into any healthcare related joint ventures in the future with ECMC, Roswell Park Cancer Institute, or any other health care institutions, that all bargaining unit work will be performed by the Unions listed above in any and all job titles as contained in this Collective Bargaining Agreement. The Unions listed above will have representational jurisdiction over all bargaining unit work performed by these joint ventures at the addresses listed in Article 3 of this Collective Bargaining Agreement.

It is also agreed to and understood by both KALEIDA HEALTH and the 1199 SEIU UNITED HEALTHCARE WORKERS EAST, COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, and the INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO that an agreement was reached during the current set of contract negotiations that in the event Kaleida Health enters into any healthcare related lease agreements or sells any health care related space at the addresses listed in Article 3 of this Collective Bargaining Agreement (to create a hospital within a hospital concept) that all bargaining unit work performed as a result of this new entity will be performed by the Unions representing any and all job titles as contained in the Collective Bargaining Agreement. The Unions listed above will have representational jurisdiction over all bargaining unit work performed by this new entity as identified above.

Letter of Intent #3

June 17, 2016

Jim Scordato
Vice President
Service Employees International Union/1199
United Healthcare Workers East
2421 Main Street
Buffalo, NY 14214

Re: SEIU 1199 Upstate Regional Labor Management Project Fund

Dear Jim,

During these negotiations for a successor agreement to the current Master Collective Bargaining Agreement, the parties have discussed their mutual recognition that the current joint labor management projects undertaken by the parties at Women & Children's Hospital of Buffalo have been highly successful.

In these negotiations SEIU 1199 has made proposals to create an Upstate version of existing Labor Management Project Funds that exist elsewhere in the Local. The Parties further recognize that this kind of joint Labor Management cooperation represents a substantial benefit to quality outcomes for our valued patients, employees represented by SEIU 1199, and the community at large.

The Union has proposed, and the parties have engaged in meaningful discussions concerning Kaleida Health's future participation in this Upstate Regional Labor Management Project Fund. As we have discussed, following the legal establishment of this proposed Upstate Regional Labor Management Project Fund, in accordance with the provisions of the Taft Hartley Act, Kaleida Health is committed to the concept of promoting joint labor management projects, and will commit to becoming the first contributing employer at the amount of ¼ % of gross payroll and sole Management trustee to the plan in accordance with all applicable statutes and requirements, not later than 120 calendar days following establishment.

At that point in the future when this Upstate Regional Labor Management Project Fund has been fully constituted as a legal entity, Kaleida Health reserves all its rights as provided under the Taft Hartley Act, including its rights to withdraw from this plan.

Sincerely,

Daniel J. Farberman

**Letter of Intent #4
Rotating Wheel**

May 31, 2022

Cori Gambini
President
CWA Local 1168
1900 Sweet Home Road
Amherst, NY 14228

Dear Ms. Gambini:

This letter is to confirm our conversations with the Union regarding the administration of the new “rotating wheel” language in Article 18 (Temporary Downsizing) Section 5.d and 5.e. of the collective bargaining agreement and the temporary downsizing language in Article 82 (Holidays). It is our understanding that we should apply the language as detailed below for CWA Local 1168 represented bargaining units:

If an employee is downsized on a holiday (as per Article 82 – Holidays) that occurrence will not be counted on the downsizing wheel for the department.

The process and procedures detailed above are agreed to by all parties effective on the last signed date indicated on this letter.

**Letter of Intent #5
Rotating Wheel #2**

May 31, 2022

Cori Gambini
President
CWA Local 1168
1900 Sweet Home Road
Amherst, NY 14228

James Scordato
Vice President
Service Employees International Union/1199
2421 Main Street
Buffalo, NY 142214

Dear Ms. Gambini and Mr. Scordato:

This letter is to confirm our conversations regarding the administration of the new “rotating wheel” language in Article 18 section 5.d and 5.e. of the Collective Bargaining Agreement. It is our understanding that we should apply the language as detailed below:

1. Refusals – The Unions were unable to reach agreement on the treatment of refusals in the application of the rotating wheel language. The “rotating wheel” language shall be applied differently for each Union based on the Union’s stated preference for application which is as follows:

- a. For CWA Bargaining Units: Refusals will not advance the wheel.
 - i. Example:
 1. Day 1: A, B, and C working – A refuses, B accepts downsizing
 2. Day 2: A, B, and C working – We start with A.
- b. For SEIU Bargaining Units: Refusals will advance the wheel.
 - i. Example:
 1. Day 1: A, B, and C working – A refuses, B accepts downsizing
 2. Day 2: A, B, and C working – We start with C.

2. Off Duty – Being off duty shall not advance the wheel. (All Unions)

- a. Example:
 - i. Day 1: A, C, and D working – A refuses, C accepts downsizing
 - ii. Day 2: B, C, and D working – We start with B.

1. LOA/DBL/PTO – The Unions were unable to reach agreement on the treatment of return to work from LOA, DBL, and PTO in the application of the rotating wheel language. The “rotating wheel” language shall be applied differently for each Union based on the Union’s stated preference for application which is as follows:

- a. For SEIU Bargaining Units: Employees will be returned to the wheel in the normal order of rotation.
 - i. Example:
 1. Day 1: A, B, X, Y and Z working – X was next on the rotating wheel, but A returned from a 6 month LOA, B returned from a 2 month DBL, and Y returned from a 2 weeks of PTO.
 2. The downsizing wheel rotated 12 times since A went on leave, 4 times since B went on leave, and 0 times since Y went on leave.
 3. We start with X, A, B, and Y will have their opportunity when the wheel returns to their position.

The process and procedures detailed above are agreed to by all parties to the Master Collective Bargaining Agreement effective on the last signed date indicated on this letter.

Letter of Intent #6
Healthy Work Environment
Date Signed: 7/13/2022

The Employer and the Unions are committed to creating a healthy work environment, which enables health care workers to provide the highest standard of compassionate patient care. All Kaleida Health employees have the right to work in an environment where they feel valued and respected for who they are and what they do. A healthy work environment fosters innovative, high-quality care, staff engagement, staff retention, less moral distress and lower rates of workplace violence.

The American Academy of Critical Care Nurses (AACN) has developed six (6) standards fundamental to a healthy work environment. The AACN has found these principles enable nurses to provide the highest standard of patient care. The Employer and Unions agree these principles have a broad application for the entire Kaleida workforce. These six (6) standards are essential to excellence in all we do and are fundamental to advancing the health of our community. They are:

- a.) **Skilled Communication:** Skilled communication can save lives. Promoting open and effective conversation among team members optimizes patient outcomes and encourages essential collaboration.
- b.) **True Collaboration:** A team that works together succeeds together. Collaboration among all staff ensures more efficient, effective patient care and a more supportive environment where team members can develop in their roles.
- c.) **Effective Decision Making:** Improving patient care starts with empowering the people who care for those patients. When staff have a seat at the table there is an opportunity to design protocols to benefit both team members and patients. Optimal outcomes and greater job satisfaction are more likely when staff actively influence decisions that impact the quality of patient care.
- d.) **Meaningful Recognition:** A healthy work environment starts with recognizing team members for the value they bring to the organization. Although working in healthcare is rewarding, it is also among the most challenging professions. Having systems in place to recognize staff members in a way that is individualized and meaningful can help provide a well-deserved honor and enhance a sense of value, leading to greater fulfillment.
- e.) **Appropriate Staffing:** Appropriate staffing is clearly linked to the health of the work environment. It affects everything, including performance and retention, quality of care, patient outcomes and hospital costs. Healthy work environment standards and evidence-based resources can help start the journey to appropriate staffing, better patient outcomes and a healthy work environment.
- f.) **Authentic Leadership:** A good leader sets the tone for the department. Research shows that healthy work environments are much more likely to have leaders who fully embrace the six Healthy Work Environment standards, creating a culture of compassionate care for team members and patients. Authentic leadership also equips staff with the skills and

encouragement they need to grow in their roles. The result is a more knowledgeable, cohesive department that consistently elevates patient care.

The Employer and the Unions agree to the following steps to create and foster a healthy work environment for employees:

1. To engage a subject matter expert to implement the healthy work environment principles.
2. Perform an assessment of current environment and culture utilizing the AACN Healthy Work Environment assessment tool.
3. Review assessment results with team members.
4. Provide education and professional development on Healthy Work Environment standards, utilizing AACN resources.

Adapted from the American Association of Critical Care Nurses (2005); AACN standards for establishing and sustaining healthy work environments: A journey to excellence. Available at aacn.org.

Letter of Intent #7
Diversity, Equity and Inclusion (DEI)
Date Signed: 8/8/2022

SEIU 1199 and CWA, collaboratively, with Kaleida Health share the commitment of advancing Diversity, Equity, and Inclusion (DEI) throughout Kaleida Health. The diverse backgrounds of staff members and patients should always be treated with dignity, inclusion and respect. At Kaleida Health, we are and must continue to be a strong advocate against racism, inequities and intolerance of any kind. Kaleida Health chooses to champion this work with the support of the labor unions in order to be a voice for our workforce.

Kaleida Health established the DEI department in 2020 to become a more equitable and inclusive place to work and deliver care that values and celebrates diversity. We invite all staff to get involved and participate in our DEI work. This can include membership in Employee Resource Groups (ERGs), participation in events, engagement in community groups, and education. To get involved visit our website at [Departments - Diversity, Equity, and Inclusion: Overview \(kaleidahealth.org\)](https://www.kaleidahealth.org/dei/overview).

Employee Resource Groups (ERGs) are system-wide groups of employees who are united by a common goal, interest, experience or characteristic. These commonalities may include various dimensions of diversity such as race/ethnicity, gender, sexual orientation, gender identity, disability status, generation, religious affiliation, military/veteran status, working parents and caregivers or other attribute or shared experience. The Kaleida Health ERGs were established in 2021. There are currently four ERGs:

- Diversity, Inclusion, Race, and Equity (DIRE)
- Sexual and Gender Equity (SAGE)
- Active Military members, veterans, and their families
- Lean on Me for working parents and caregivers

Applications to participate in the ERGs are located on KaleidaScope: [Departments - Diversity, Equity, and Inclusion: Employee Resource Groups \(kaleidahealth.org\)](https://www.kaleidahealth.org/dei/employee-resource-groups).

We are committed to promoting Diversity Equity and Inclusion throughout Kaleida Health, SEIU 1199 and CWA. We look forward to seeing our organization's continued growth and our employees participation as we work together to build an even more diverse, equitable and inclusive culture.

Letter #8
Side Letter Between Kaleida Health, CWA 1168 and 1199SEIU
Concerning Use of ESB For Injury or Illness Sustained During Paid Union Time
Date Signed: 10/3/2022

Extended Sick Bank (ESB) usage during an employee absence is limited under the Master Collective Bargaining Agreement to occasions when (i) an employee has an injury or illness covered by New York State Disability Insurance, consistent with Article 39; or (ii) an employee sustains an injury or illness arising out of his or her employment at Kaleida Health, consistent with Article 40. By this letter, the parties agree that an employee injured during Union time under Article 6 will also be entitled to use ESB to supplement workers' compensation benefits, up to the amount of his or her regular pay.

Letter #9
Service Employee Annual Retention Payments
Date Signed: 10/3/2022

As part of the 2022 Master Agreement negotiations, the parties have agreed that certain designated Service (Appendix E) employees will receive three (3) annual retention payments under the following conditions:

- a.) The attached list of employees covered under Appendix E of the Master Agreement, as of July 31, 2011, will be eligible for this payment.
- b.) An eligible employee will receive three (3) lump-sum retention payments, provided that the employee is still employed in a job title identified in Appendix E of the Master Agreement at the time of each payment.
- c.) The subject payments will be calculated for each eligible employee in the following manner: \$.75 x FTE annual hours at time of payment.
- d.) In addition, Kaleida will make an upward adjustment to each payment made pursuant to this Letter Agreement to reflect the difference between the bonus tax versus the proposed income tax rate.
- e.) The first payment will be made via a scheduled payroll date within sixty (60) calendar days after ratification of the successor Master Agreement. The second and third payments will be made via the next scheduled payroll dates following twelve (12) and twenty-four (24) months, respectively, thereafter.

Memorandum of Understanding # 1
DMH/TCCS
Life Insurance

It is hereby agreed, by and between KALEIDA HEALTH (hereinafter referred to as “Kaleida” or “Employer”) and COMMUNICATIONS WORKERS OF AMERICA (hereinafter referred to as “Union” or “CWA”) that the DeGraff Memorial Hospital TCCS Bargaining union Grievance involving Life Insurance is settled as follows:

1. Kaleida will continue Life Insurance Coverage for all DeGraff Hospital TCCS Bargaining Unit employees who had at least five (5) years of employment as of December 1, 2000. A list of the effective employees is attached hereto and made a part hereof.
2. In addition, Kaleida will agree, effective August 1, 2005 to cover the seventeen (17) employees who have already retired since the inception of the first Master Agreement. A list of the affected hereto and made a part hereof.
3. Finally, the parties agree that the issue of Life Insurance for members of the DeGraff Memorial Hospital TCCS Bargaining Unit is closed and no additional persons at DeGraff Memorial Hospital have any rights to this benefit.

Memorandum of Understanding # 2
RNFAs Millard Fillmore

Section 1. The following named employee is an RNFA in the Kaleida Health system who is assigned to work at MFH-S and DMH and who will continue to be classified as a salaried employee.

- a.) Marlene Craden

Memorandum of Understanding # 3
Health Insurance Grandfathering

During the negotiations what resulted in the 2005 Collective Bargaining (Agreement) between the parties, an agreement on new health insurance language and benefits was reached. The grandfathering of existing benefits for employees hired into the affected bargaining units on or before July 12, 2005, is included in this Agreement and is outlined below.

Section 1. Employees who take a leave of absence after July 12, 2005 and who do not continue their health insurance coverage through COBRA will not be eligible to re-enroll under the grandfathered plan rates. It is understood that employees who take a leave of absence after the first day of the month and return to work before the last of the same month will not have an interruption in health insurance coverage. However, an employee whose leave of absence extends beyond the end of the month and into the following month must continue their health

insurance coverage through COBRA to maintain their grandfathered status as it relates to their health insurance rates.

Section 2. Employees who are on disability and are covered by grandfathered health insurance rates prior to their disability will be eligible to resume grandfathered health insurance rates when they return to work, providing the employee returns within forty (40) weeks of the date they go on disability. If the employee returns after forty (40) weeks they will only be grandfathered if they continued health insurance coverage through COBRA.

Section 3. Employees who are out on Workers' Compensation and are covered by grandfathered health insurance rates prior to workers' comp will be eligible to resume grandfathered health insurance rates when they return to work, providing the employee returns within fifty-two (52) weeks of the date they go out on Workers' Compensation. If the employee returns after fifty-two (52) weeks, they will only be grandfathered if they continued health insurance coverage through COBRA.

Section 4. Employees who are actively working and are covered by grandfathered health insurance rates and who are laid off will be eligible to resume grandfathered health insurance rates when they are recalled.

Section 5. Employees, who are actively covered by a grandfathered health insurance rate, will lose the grandfathered status if they bid on and transfer to a position that is not covered by a grandfathered plan. Exception, if the employee exercises his/her right to return to their original position within thirty (30) days of transfer, will resume or continue enrollment in the grandfathered Health Insurance plan rate. If the employee transfers between CWA 1168 BGH RN and CWA 1168 BGH TCC or vice versa, they will remain in the grandfathered status.

Section 6. Employees who resign voluntarily and who were in a grandfathered health insurance rate will not be eligible to be grandfathered if they are rehired.

Memorandum of Understanding # 4 Operating Room Service Leaders BGMC and MFSH

It is hereby agreed, by and between KALEIDA HEALTH, and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO that issues associated with the OR Service Line Coordinator employees at Buffalo General Medical Center (BGMC) and Millard Fillmore Suburban Hospital are resolved as follows.

- 1.) The position of OR Service Line Coordinator will be distinct from that of the Surgical Service Nurse (OR Staff Nurse).
- 2.) The OR Service Line Coordinator will continue to circulate in the OR and will continue to perform the duties expected of a Surgical Service Nurse in addition to their Service Line Coordinator responsibilities.
- 3.) The OR Service Line Coordinator at MFSH will be included in the rotation of holidays, weekends and on-call among the Surgical Service Nurses and in accordance to the CBA.

- 4.) The OR Service Line Coordinator at BGMC will be included in the rotation of holidays and on-call among the Surgical Service Nurses and in accordance to the CBA.
- 5.) The OR Service Line Coordinator will retain their respective work schedules without rotation.
- 6.) The OR Service Line Coordinator will be paid a per hour rate consistent with charge pay as outlined in Appendix D, Section 2 in addition to their base hourly rate for all hours paid in this job title.
- 7.) The OR Service Line Coordinator will be self-staffed for all planned absences.
- 8.) Surgical Service Nurses will be paid a per hour rate consistent with charge pay as outlined in Appendix D, Section 2 in addition to their base hourly rate for all hours that they are assigned in the OR Service Leader role when the regular OR Service Line Coordinator is absent.
- 9.) It is agreed and understood by all parties that in any layoff situation involving either OR Service Line Coordinator or Surgical Service Nurse (OR Staff Nurse) the affected employee(s) will first have the options available to their title and then will, if necessary, be provided the options available to the other title.

Memorandum of Understanding # 5
Holidays in the Operating Room at OCH for the RN and Technical Bargaining Units

Due to the nature of scheduling on holidays in the Operating Room at OCH, where two (2) staff members (one (1) RN and one (1) Surgical Technologist) are needed and for those holidays that fall on the weekend day shift only, where four (4) staff members (two (2) RN and two (2) Surgical Technologists) are needed, the following will apply:

Holidays that fall on the weekend, the day shift will be staffed with four (4) staff members (two (2) RN and two (2) Surgical Technologists).

Section 1. Each employee (RN and Surgical Technologist) will choose, in seniority order, one (1) shift from the following holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve (evening and night shift), Christmas Day, New Year's Eve (evening and night shift) and New Year's Day. There will also be enough option slots available to allow one holiday or option slot for each employee.

Section 2. If it is necessary to schedule additional holidays to employees to meet staffing needs, staff will be asked to volunteer for an additional holiday. If staffing remains insufficient for any holidays, it will be provided by the least senior employees in the department, chose in seniority order, provided there is always at least one (1) RN and one (1) Surgical Technologist scheduled and for those holidays that fall on the weekend day shift, there is always at least two (2) RN and two (2) Surgical Technologists scheduled. Additional holidays will be designated as such on the posted schedule.

Section 3. Bidding for these holidays will be done at the time of vacation selection. An employee's scheduled vacation does not excuse the employee from their holiday obligation.

Section 4. Working a shift other than the employee's primary shift will be considered their holiday obligation.

Section 5. Holiday premium will be paid per Article 82 Holidays.

Section 6. In the event of downsizing on a holiday, employees scheduled to work and additional holiday will be asked to downsize first in seniority order. If there is no employee in this category, downsizing will be done based on seniority of all scheduled staff.

Section 7. If a holiday becomes understaffed due to PTU, DBL or unforeseen absence, it will be staffed by an employee in an option slot and will be chosen in seniority order among these employees. If there is no need throughout the year, an employee in an option slot may not need to work a holiday.

Section 8. Switching of shifts between employees may be done after the schedule is posted and according to Article 15 Hours of Work and Work Schedules.

Memorandum of Understanding # 6 Red Circled Employees

Those employees who currently receive an hourly rate that is higher than the respective scale rate will be red circled and receive no increase until their current rate falls below the proper scale rate.

Memorandum of Understanding # 7 1199 SEIU Maintenance Employee Allowances

Section 1. All maintenance employees will be entitled to the following work related expense allowances.

- a.) Prescription Safety Glasses, Tools and Work Boots: Maximum calendar year reimbursement allowance of six hundred dollars (\$600.00). If employee's glasses or work boots are damaged due to work on the Employer's projects at any time during the year, replacements for like quality and value will require managerial approval.
- b.) Tools: All employees must have available for the performance of their duties, their own hand tools to the extent, type and character reasonably suited to and necessary for the performance of their duties. The Employer will replace such hand tools that are damaged at work or worn beyond repair due to use for

Employer projects. Such replacement tools shall be reimbursed for like quality and value which requires prior managerial approval.

Memorandum of Understanding # 8 Seasonal Employees

The following is the agreement reached between Kaleida Health (hereinafter referred to as the “Employer”) and 1199 SEIU United Healthcare Workers East; the Communications Workers of America, AFL-CIO; and the International Union of Operating Engineers, Local 17S, AFL-CIO; (collectively, “the Unions”) as it relates to the development and implementation of Seasonal Employees at Kaleida Health.

The Employer and the Union agree to meet and discuss the need for Seasonal Employees to meet the changing demands on staffing and employment retention. Seasonal Employees shall be an agenda item for the Staffing Committee. The guidelines of a Seasonal Employee will include but not be limited to the following:

- 1.) A seasonal employee is an employee that is hired to work a minimum of three (3) consecutive months to a maximum of six (6) consecutive months with a minimum commitment of fifteen (15) hours per week.
- 2.) An employee who is accepted into a seasonal position must work the shift duration scheduled in that department and the weekend requirement will be consistent with the department they are assigned and/or scheduled to work.
- 3.) Employees who change to seasonal status shall remain in the salary grade and step they were in as a regular employee and shall advance on the wage progression scale as out lined in Article 23, Salaries.
- 4.) If it is agreed by the Employer and the Union that if a Seasonal Employee category shall be offered at the Hospital, such terms and conditions will be reduced to writing and supplement the collective bargaining agreement “categories of employees” Section.

Memorandum of Understanding # 9 Special Projects 1199 SEIU

Section 1. For purposes of this memorandum, the term “special projects” shall refer to major construction, renovations, and any large scale repairs under time constraints that are not considered routine day-to-day maintenance work.

Section 2. On a quarterly basis the Employer will meet with the Union to review all special projects for that quarter prior to the start of a designated special project. During these meetings the Employer shall give an explanation of all aspects of said projects to the Unions. Should any

questions or a dispute arise, the Union shall meet with the site supervisor and/or plant operations director to resolve any dispute/question. Upon mutual agreement, additional meetings may be scheduled throughout the year to discuss any changes within the scope of the special project or addition of special projects for that year.

Section 3. Building Trades employees shall be employed per diem and scheduled only when the work in question is designated a special project.

Section 4. It is understood that there will be no layoffs of anyone in the SEIU bargaining unit because of the use of building trades employees on these special projects.

Section 5. Furthermore, there will be no reduction in hours (straight or overtime) caused by the utilization of building trades employees on special projects.

Section 6. When a special project is winding down, overtime opportunities, if any, will be split between the bargaining unit members.

Section 7. Building trades employees shall not do normal day-to-day maintenance work; nor shall they be utilized to prevent an expansion of the bargaining unit.

Section 8. Finally, it is understood that once bargaining unit employees are offered overtime opportunities created by these special projects, these opportunities shall, wherever practicable, be offered in blocks of a minimum of four (4) hours.

Memorandum of Understanding # 10 Rotating Positions

Section 1. Currently the Employer has positions as listed in Section 7. below that are hired to a primary shift with rotation to alternate shifts. Such positions shall continue to rotate.

Section 2. All holidays and prescheduled PTO will be approved for rotating positions on the employee's primary shift.

Section 3. When an employee is rotated to work a shift that is more than eight (8) hours different than their primary shift, they shall have the opportunity to have a minimum of twenty-four (24) hours off before returning to their primary shift. Additionally, the employee will not be assigned to work more than two (2) different shifts in any four (4) week time period unless under mutual agreement. Employees working extended shifts who rotate to the night shift shall receive forty-eight (48) hours off before returning to 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 the Employer.

Section 5. Employees that are regularly scheduled for operational needs for an evening and then a following day, (e.g. clinics), shall not be covered by this Memorandum. Any changes to current practice will be presented at site Job Security meetings.

Section 6. The rotating positions referred to in Section 1. above are listed below.

Department	Job Title
10001 – OCH Admissions	Patient Registration Representative
10015 – OCH Pharmacy **	Pharmacists Pharmacy Technicians
10037 – OCH Clinical Education	Clinical Nurse Educator
10044 – OCH Sterile processing	Central Supply Technician
10087 – OCH Neonate Transport	Physician Assistant Certified Transport Nurse Transport Nurse
10109 – OCH Radiology Diagnostic	Radiology Technologist CATT Scan Technologist
10112 – OCH Ultrasound	Lead Ultrasonography Technologist Ultrasonography Technologist
10114 – OCH MRI	Certified MRI Technologist MRI Technologist
10146 – OCH Nurse Practitioners	Nurse Practitioners
10153 – OCH Physical Therapy	Lead Physical Therapist Physical Therapist
10154 – OCH Occupational Therapy	Lead Occupational Therapist Occupational Therapist
10158 – OCH Speech Language Pathology	Speech Language Pathologist
10159 – OCH Audiology	Audiologist
10401 – OCH Oper Rms Peds Gyn*	RN Surgical Services Surgical Technologist
10414 – OCH Revry Rms Peds GYN *	RN Surgical Services
10453 – OCH Stabilization Unit	RN Critical Care
20717 – OCH ESL	Clinical Lab Scientist Medical Technician
22012 – DMH SNF Leisure Act	Activities Assistant
24042 – KH Corp Patient Access	Patient Registration Representative
24190 – OCH Distribution Services	Materials Handler
24304 – OCH Building Operations	Stationary Engineer

* Please refer to Kaleida Health's letter to 1199 SEIU of June 21, 2011 regarding filling of future vacancies on such units on a non-rotating basis.

** Management agrees to utilize Article 15, Hours of Work and Work Schedules, and Article 17, Shift Rotation to fill holes in the schedule before rotating staff per this MOU. Within six (6) months post ratification, these positions will be removed from the rotating positions language. In the event this MOU needs to be continued or reinstated, the Union and Management will meet and mutually agree to its limited usage.

Memorandum of Understanding # 11
Drop and Add Relative to FTE

MOU #11 will apply to the following bargaining units only:

- | | | |
|-----|------------------------------------|----------------------------------|
| a.) | John R. Oishei Children's Hospital | Clerical Unit; |
| b.) | John R. Oishei Children's Hospital | Licensed Practical Nurse Unit; |
| c.) | John R. Oishei Children's Hospital | Nurse Practitioner Unit; |
| d.) | John R. Oishei Children's Hospital | Professional Unit; |
| e.) | John R. Oishei Children's Hospital | Registered Nurse Unit; |
| f.) | John R. Oishei Children's Hospital | Service and Maintenance Unit; |
| g.) | John R. Oishei Children's Hospital | Technical Unit; |
| h.) | Buffalo General Medical Center | Service Unit; |
| i.) | Millard Fillmore Suburban Hospital | Service and Maintenance Unit; |
| j.) | Kaleida Health | Business Office / Clerical Unit. |

When employee(s) within a unit request a change to their FTE status:

- a.) Two (2) employees from the same job title, same shift in a unit may propose a change in their FTE status without changing the total FTEs or FT/PT ratio of that unit/department.
- b.) Requests must be submitted in writing to the manager and then presented at Job Security.
- c.) Open position, new positions or those that become available of .5 FTE or greater will be posted as per the Master Agreement, Article 53, Job Bidding and Transfers.
- d.) Once reviewed and approved at Job Security, the hours will be posted on the unit for seven (7) calendar days and awarded by seniority.
- e.) If no other volunteers sign up during this time frame, the change in status will become effective beginning with the next time block after change is authorized with consideration to the needs of the unit and the competency of the affected employees.
- f.) Hours will be awarded in quantities of .1 to no more than .5 FTE in descending seniority order applicable to the employee current shift and length of shift.
- g.) If no employees are interested in increasing their FTE, this process will not continue.
- h.) Per diem employees are not allowed to participate in this process.

Memorandum of Understanding # 12
Flexible Employees

For CWA bargaining units, in order to achieve the unit/department/shift limits described in Article 11, Flexible Employees, within ninety (90) days following ratification of this Agreement, the Employer will offer existing flex employees in this category, in order of seniority, the option to convert to full time, non-flex status through the delete/create process. If there are not enough employees willing to convert to a non-flex status, the positions remaining will automatically convert to a non-flex status upon vacancy.

For 1199SEIU bargaining units, in order to achieve the unit/department/shift limits described in Article 11, Flexible Employees, departments with these positions will convert automatically to a full-time, non-flex status once the position becomes vacant.

Memorandum of Understanding # 13
Bulletin Boards

FOR 1199 SEIU

The Employer agrees that the bulletin boards referred to in Article 95 of this Agreement will be maintained in the following areas for the 1199 SEIU bargaining units.

- a.) OCH, 818 Ellicott Street:
 - (1.) Employee Access Hallway to elevator on 2nd Floor;
 - (2.) basement;
 - (3.) lounges.

- b.) Other OCH sites including 1010 Main Street, 1026 Main Street, 1028 Main Street: Niagara Street Pediatric Clinic, 1050 Niagara Street; Outpatient Pediatric Clinic, 3680 McKinley Road; 3580 Sheridan Drive; 4535 Southwestern Blvd; 1404 Sweet Home Road and 5959 Big Tree Road; School Based Health Clinics; Broadway Pediatrics, 1021 Broadway Street, Buffalo.
 - (1.) breakrooms.

- c.) Millard Fillmore Suburban Hospital:
 - (1.) hallway outside of Human Resources;
 - (2.) hall entrance to cafeteria;
 - (3.) hallway outside laboratories;

- d.) Buffalo General Medical Center:
 - (1.) hallway outside cafeteria;

- (2.) hallway outside the Nursing office;
- (3.) basement near the time clock in B Building;
- (4.) basement near the environmental services office.
- e.) Gates Vascular Institute
 - (1.) first floor (Tim Horton's area).
- f.) HighPointe on Michigan
 - (1.) in cafeteria
- g.) Larkin Building:
 - (1.) Second Floor;
 - (2.) Third Floor.
- h.) Great Arrow Building:
 - (1.) breakroom.
- i.) Women's Health Clinic at ECMC 462 Grider, Buffalo, NY and 564 Niagara Street, Buffalo, NY
 - (1.) breakroom.
- j.) OCH Child Advocacy Center, 556 Franklin, Buffalo NY
 - (1.) breakroom.
- k.) The Child Care Resource Network, 1000 Hertel Avenue, Buffalo, NY
- l.) OCH Outpatient Center (Conventus), 1001 Main Street, Buffalo, NY
 - (1.) 2nd Floor, outside HR
 - (2.) Breakrooms
- m.) Hertel Elmwood Clinic, 900 Hertel Avenue, Buffalo, NY
 - (1.) breakroom

FOR CWA

The Employer agrees that the bulletin boards referred to in Article 95 of this Agreement will be maintained in the following areas for the CWA bargaining units.

- a.) Larkin:
 - (1.) breakroom.
- b.) Buffalo General Medical Center:

- (1.) hallway outside of the cafeteria;
 - (2.) Outside of Nursing Office;
 - (3.) 1313 Main Street, Breakroom;
 - (4.) 1026 Main Street; and
 - (5.) 1028 Main Street.
- c.) Gates Vascular Institute:
- (1.) first floor (Tim Horton's area).
- d.) Center for Laboratory Medicine/Flint Road:
- (1.) in the cafeteria.
- e.) HighPointe on Michigan:
- (1.) in cafeteria.
- f.) DeGraff Medical Park:
- (1.) hallway directly across from the entrance to the cafeteria; and
 - (2.) a table will be provided in the cafeteria for distribution of other Union material.
 - (3.) SNF Break room, first floor
- g.) Millard Fillmore Suburban Hospital:
- (1.) hallway outside of Human Resources;
 - (2.) hall entrance to cafeteria;
 - (3.) hallway outside the Laboratories; and the
 - (4.) 1542 Maple Road (Location to be determined)
 - (5.) outside breakroom at 45 Spindrift (prefer left side of door)
- h.) Hertel Elmwood Clinic/North Buffalo Medical Park:
- (1.) breakroom.
- i.) Laboratory Patient Service Centers:
- (1.) breakroom.
- j.) 705 Maple Road (Maple West)
- (1.) Suite 100
 - (2.) Suite 200

FOR ALL UNIONS/BARGAINING UNITS

If there are any future Kaleida Health sites where employees represented by the Union(s) are employed, the parties will tour the facility and mutually select locations for Union bulletin boards.

**Memorandum of Understanding # 14
Contract Printing**

The Employer and the Unions will split the cost of contract printing equally between Kaleida Health, CWA and SEIU.

**Memorandum of Understanding # 15
Millard Fillmore Suburban Hospital Registered Nurse
Self-Staffed/Closed Units**

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

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

Section 2. It is agreed to by the parties that the units stated above will remain self-staffed/closed for the life of this Agreement under the current guidelines that are in place for each unit listed above.

Section 3. NICU eligibility as a self-staffed unit will be re-evaluated six (6) months after ratification.

**Memorandum of Understanding # 16
Operating Room and Multi-Specialty Procedure Areas (MPA)
Service Line Coordinators at WCHOB**

It is hereby agreed, by and between KALEIDA HEALTH, and the 1199 SEIU United Health Care Workers East, that issues associated with the OR Service Line Coordinators employees at WCHOB are resolved as follows:

- 1.) The OR Service Line Coordinators will continue to circulate in the OR or MPA and will continue to perform the duties expected of a Surgical Service Nurse in addition to their Service Line Coordinators responsibilities.

- 2.) The OR Service Line Coordinators will be included in the rotation of holidays, weekends and on-call among the Surgical Service Nurse in accordance to the CBA
- 3.) The OR Service Line Coordinators will be paid a per hour rate consistent with charge pay as outlined in Appendix D, Section 2 in addition to their base hourly rate for all hours paid in this job title.
- 4.) Surgical Service Nurses will be paid a per hour rate consistent with charge pay as outlined in Appendix D, Section 2 in addition to their base hourly rate for all hours that they are assigned in the OR Service Line Coordinators role when the regular OR Service Line Coordinators is absent.
- 5.) The parties agree that upon ratification of this agreement any vacant Service Line Coordinator Positions will be filled in accordance with Article 53 - Job Bidding and Transfers. Current Service Line Coordinators will remain in their current positions.

**Memorandum of Understanding # 17
OCH Per Diem Employees Holiday Commitment**

It is understood that OCH 1199/SEIU per diems, will have a holiday commitment and will follow Article 82, Holidays in the Master Agreement.

**Memorandum of Understanding # 18
OCH RN Mandatory Overtime**

Section 1. Mandatory overtime is defined as overtime required to be worked and assigned by the Nurse Manager and/or designed as per section 167 of the New York State Labor Law to ensure staffing levels are met. It does not included overtime worked by a nurse on the shift immediately following his/her scheduled shift, which involves completion of tasks begun on the originally scheduled shift (e.g. completion of charts). When such situations arise, the employee will be compensated at two (2) times their hourly rate for every hour worked.

Section 2. The Hospital will follow provisions of section 167 of the New York State Labor Law and make every effort to avoid use of mandatory overtime.

Section 3. If a mandatory overtime situation exist.

- a.) Any employee working in this capacity will be compensated at two (2) times their hourly salary.
- b.) Overtime will be assigned or granted by ascending seniority on a rotating basis if applicable. As most units maintain a current record of MOT rotation, this will be continued.

- c.) Float pool personnel pre-assigned on the original schedule to a clinical unit will be included in the MOT rotation.
- d.) No employee will be mandated to work overtime on two consecutive days when at least four (4) hours were worked.
- e.) No employee will be mandated to work overtime more than twice in a seven (7) day period.
- f.) An employee who works mandatory overtime will receive first choice for time off on the unit the following day, regardless of seniority, if unit census and staffing permit.

Memorandum of Understanding # 19
OCH RN STAT Team

Section 1. STAT Team will be eligible for forty-eight (48) hours of educational time per calendar year, thirty-two (32) hours of which will be scheduled by the Hospital. The other sixteen (16) hours per calendar year of educational time will be scheduled based on the request of the nurse as approved by his or her supervisor. Reports of educational activity will be submitted by each employee as requested by the management representative designated by the Hospital.

Section 2. The Stat Team will self-schedule their own dedicated hours. The schedule will be completed one week prior to PICU/ED schedule requests due date. Remaining hours up to FTE status will be scheduled in the respective units to maintain competency.

Section 3. Every attempt will be made to have two (2) Stat RNs scheduled for each day shift with the understanding that the 2nd RN may be on call as indicated. Only one will be dedicated but it may be necessary to mobilize the 2nd nurse. The second STAT RN will be scheduled in the respective unit in accordance with unit seniority.

Section 4. Additional duties and responsibilities of the STAT RN will be assigned with the understanding by all staff that the STAT RN is expected to leave immediately should a transport call come in. When the STAT RN leaves on a call, she/he will notify the designated individual so that this person informs the departments of the STAT RN's temporary unavailability.

Memorandum of Understanding # 20
OCH RN Neonatal Transport Nurse

Section 1. A Transport Nurse will work and be paid for a total of thirty-nine (39) hours per work week which will include "Education Hours" for a total of 13 hours per day pursuant to a schedule. A part-time employee will work and be paid for thirteen (13) hours per day for actual days worked. This will also include "Educational Hours". If a

Transport Team member fails to meet the agreed upon requirements of "keeping in good standing" as required by the Hospital, the employee shall be subject to Hospital policy and be paid for actual hours worked until requirements are met. The Transport Coordinator will first issue a written note of non-compliance to any such employee and if in thirty (30) days the requirement is not met enforcement will be at Hospital discretion per policy.

Section 2. The Transport Team is to be considered separate from the ICN Nursing Staff in regards to staffing, holiday/vacation scheduling, etc. The Neonatal Transport Team may exercise the right to develop practices/procedures with management (Transport Team Coordinator) that are unique to the team and their employees. These practices/procedures include but are not limited to scheduling and rotation of shifts to cover two facilities 24-hours a day including Holidays.

Section 3. State requirements mandate that the Neonatal Transport Team must mobilize and respond to a requested transport in a 30-minute time frame. Team members may have the option to cover a shift that becomes available after a posted schedule as follows:

- a.) placed on-call, per Article 21, On-Call;
- b.) working the shift and being paid at one and one-half time (1.5) times their normal rate for all hours worked.

Section 4. For the purpose of job bidding, clinical unit seniority for Transport Team nurses will be considered as clinical unit seniority from the Intensive Care Nursery.

Memorandum of Understanding # 21 OCH RN & Technical – ECMO Specialists

Section 1. The Hospital will make a reasonable effort to distribute available "pump time" among all qualified ECMO Specialists, recognizing that patient needs vary day to day. This paragraph will be administered within applicable competency requirements.

Section 2. This Memorandum of Understanding is intended to cover conditions in a new and developing technology. Under the current technology the Hospital will not change the number of pumps for which an ECMO Specialist is responsible which currently is one (1) pump per ECMO Specialist; and the designation of care givers which currently is one (1) RN care provider per ECMO patient aiding the ECMO patient.

Section 3. Designated ECMO Specialists will not be removed from the care of the ECMO patient in order to be reassigned to other patient care responsibilities unless all other options to meet the specific staffing needs of the unit have been exhausted.

Section 4. ECMO Specialists will give at least (2) weeks' notice to the Program Director of their resignation from the program.

Memorandum of Understanding # 22
Paid Time Off Grandfathering

Effective the start of the 2006 PTO plan year current employees will accrue on the Master PTO schedule or the following schedule whichever is greater. It is understood that once an employee is accruing under the Master PTO schedule, they will stay on that schedule. All new eligible employees will accrue under the Master Schedule.

a.) Buffalo General Hospital Register Nurse Accrual Rates.

PTO			
Years of Service	Accrual Rate Per Hours	Maximum Annual PTO Hours	Maximum Annual PTO Days
End of probation to Last Day of 1 st Year	0.1231	184.65	24
First Day of 2 nd Year to Last Day of 2 nd Year	0.1231	240	32
First Day of 3 rd Year to Last Day of 3 rd Year	0.1346	262.5	35
First Day of 4 th Year to Last Day of 4 th Year	0.1462	285	38
First day of 5 th Year to Last Day of 5 th Year	0.1500	292.5	39
First day of 6 th Year to Last Day of 10 th Year	0.1538	300	40
First Day of 11 th Year to Last Day of 25 th Year	0.1615	315	42
First day of 26 th Year	0.1731	337.5	45

b.) Buffalo General Hospital Technical, Clinical-Clerical Accrual Rates.

PTO			
Years of Service	Accrual Rate Per Hours	Maximum Annual PTO Hours	Maximum Annual PTO Days
End of probation to Last Day of 1 st Year	0.1154	173.10	23.08
First Day of 2 nd Year to Last Day of 5 th Year	0.1154	225	30
First day of 6 th Year to Last Day of 7 th Year	0.1385	270	36
First day of 8 th Year to Last Day of 10 th Year	0.1423	277.5	37
First Day of 11 th Year to Last Day of 25 th Year	0.1577	307.5	41
First day of 26 th Year	0.1731	337.5	45

c.) Buffalo General Hospital Perfusionist and Ultrasonography Technologist Accrual Rates.

PTO			
Years of Service	Accrual Rate Per Hours	Maximum Annual PTO Hours	Maximum Annual PTO Days
End of probation to Last Day of 1 st Year	0.1231	184.65	24.62
First Day of 2 nd Year to Last Day of 2 nd Year	0.1231	240	32
First Day of 3 rd Year to Last Day of 3 rd Year	0.1346	262.5	35
First Day of 4 th Year to Last Day of 4 th Year	0.1462	285	38
First day of 5 th Year to Last Day of 5 th Year	0.1500	292.5	39
First day of 6 th Year to Last Day of 10 th Year	0.1538	300	40
First Day of 11 th Year to Last Day of 25 th Year	0.1615	315	42
First day of 26 th Year	0.1731	337.5	45

d.) Women and Children’s Hospital of Buffalo Registered Nurse Bargaining Unit.

All full-time and part time RN’s, who work the twelve (12) hour shift are eligible for Paid Time Off (PTO) according to the following Schedule.

PTO				
Years of Service	Accrual Rate Per Hour	Maximum Annual Hours worked	Maximum Annual PTO Hours	Maximum Annual PTO Days
Start Date to Last Day of 2 nd Year	0.1154	1872	216	18
First Day of 3 rd Year to Last Day of 3 rd Year	0.1368	1872	256	21.333
First Day of 4 th Year to Last Day of 19 th Year	0.1581	1872	296	24.667
First day of 20 th Year	0.1795	1872	336	28.000

e.) Women and Children’s Hospital of Buffalo Licensed Practical Nurse Bargaining Unit.
 All Current full time and part time LPN’s will be “frontloaded” 82.5 hours of PTO effective the first pay period of the PTO plan year. New LPN’s will accrue as per the Master Agreement Article PTO.

All full time and part-time LPN’s, who work the seven and one half (7.50) hour shift are eligible for Paid Time Off (PTO) according to the following Schedule.

PTO			
Years of Service	Accrual Rate Per Hour	Maximum Annual Hours worked	Maximum Annual PTO Days
Start Date to Last Day of 2 nd Year	0.0615	1950	27
First Day of 3 rd Year to Last Day of 3 rd Year	0.0808	1950	32
First Day of 4 th Year to Last Day of 21 st Year	0.1000	1950	37
First day of 22 nd Year	0.1192	1950	42

All full time and part-time LPN’s, who work the twelve (11.5) hour shift are eligible for Paid Time Off (PTO) according to the following Schedule.

PTO			
Years of Service	Accrual Rate Per Hour	Maximum Annual Hours worked	Maximum Annual PTO Days
Start Date to Last Day of 2 nd Year	0.0669	1794	18
First Day of 3 rd Year to Last Day of 3 rd Year	0.0878	1794	21
First Day of 4 th Year to Last Day of 21 st Year	0.1087	1794	24
First day of 22 nd Year	0.1296	1794	27

All full-time and part-time LPN's, who work the twelve (12) hour shift are eligible for Paid Time Off (PTO) according to the following Schedule.

PTO			
Years of Service	Accrual Rate Per Hour	Maximum Annual Hours worked	Maximum Annual PTO Days
Start Date to Last Day of 2 nd Year	0.0641	1872	17
First Day of 3 rd Year to Last Day of 3 rd Year	0.0841	1872	20
First Day of 4 th Year to Last Day of 21 st Year	0.1042	1872	23
First day of 22 nd Year	0.1242	1872	26

**Memorandum of Understanding # 23
OCH RN/LPN Floating Grid**

Division	Department	Primary Float grouping	Secondary Float grouping Appropriate assignment based upon competency & Patient Mix
Maternity	J3 Labor & Delivery (L&D)	MBU	OR, PACU & MFM
	J8 Mother Baby Unit (MBU)	L&D	MFM
	Maternity Float Pool (MFP)	L&D, MBU, DELS	MFM
	Maternal Fetal Medicine (MFM)		L&D, Women's Health Clinics (WHC)
	Women's Health Clinics (WHC)	WHC	MFM
	DELS	MBU (Baby Assignment)	
Pediatrics	J10-Med Surg Unit	J11, CDU	J12S, EMU, Peds Clinics (Conventus)
	J11-Med Surg Unit	J10, CDU	J12S, EMU, Peds Clinics (Conventus)
	Clinical Decision Unit (CDU)	J10, J11	J12S, EMU, Peds Clinics (Conventus)
	J12S-Hem/Onc	J10, J11, CDU	EMU, Peds Clinics (Conventus)
	Epilepsy Monitoring Unit (EMU)	J10, J11, CDU	Peds Clinics (Conventus)
	Pediatric Float Pool (PFP)	J10, J11, J12S, CDU, EMU	NICU, Peds Clinics (Conventus), PICU (following one year of RN experience)
	Pediatric Specialty Clinics/Satellites	Pediatric Specialty Clinics/Satellites	
	Ambulatory Support	Pediatric Specialty Clinics/Satellites	
	Primary Pediatric Clinics	Primary Pediatric Clinics	Pediatric Specialty Clinics/Satellites
Surgical Services	Post Anesthesia Care Unit (PACU)	Special Procedures, PAT	J11, J10
	Operating Rooms	Special Procedures	Labor & Delivery

	PAT	PACU	Special Procedures
	Special Procedure Nurses (Surgical Services)	PACU	
Critical Care	Neonatal Intensive Care Unit (NICU)	PICU (infant assignments 2 years or less)	J10, J11 (infant assignments 2 years or less)
	Pediatric Intensive Care Unit (PICU)	NICU, ER	J10, J11, J12S, EMU, CDU
	Emergency Room (ER)	PICU	CDU
	Critical Care Float Pool A (CCFP A) ER/NICU/PICU	ER, NICU, PICU	J10, J11, J12S, EMU, CDU
	Critical Care Float Pool B (CCFP B) ER/PICU	ER, PICU	J10, J11, J12S, EMU, CDU
	Critical Care Float Pool C (CCFP C) NICU/PICU	NICU, PICU	J10, J11, J12S, EMU, CDU
	Stabilization Unit (when assigned within units or picking up extra shifts)		ED, NICU, PICU, J10, J11, J12S, EMU, CDU
Other areas	Nursing In-service Education	Within their area of educational responsibility	

It is recognized that RN's & LPN's may voluntarily obtain competencies outside their listed float areas. It is understood that once those voluntary competencies are attained, the employee would be utilized to float to that area after employees within the Primary and Secondary grouping are utilized, if applicable. The employee should maintain an annual competency to float or pick up extra shifts outside of their primary and secondary float grouping.

The Dialysis, Infection Prevention, Youth Link, and Patient Management are closed units that would not receive floats. Other departments not listed provide special/unique services.

Additionally, employees may voluntarily float to areas that they are competent.

Memorandum of Understanding # 24 Hospital Certification / Designations

This Memorandum Of Understanding is being entered into by and between Kaleida Health, hereinafter referred to as the employer, and the Communications Workers of America, AFL, CIO, hereinafter referred to as CWA; the International Union of Operating Engineers, hereinafter referred to as IUOE; and 1199 SEIU United Healthcare Workers East, hereinafter referred to as SEIU or as the Unions.

Whereas, the Employer and the Unions agree when an assessment is conducted and the Employer desires to move forward in achievement of a new national certification or designation by American Nurses Credentialing Center (ANCC), American College of Surgeons or another accrediting agency, the Employer and Unions agree to meet and discuss goals, objectives and ability to work together in achievement.

Memorandum of Understanding # 25
Uniform Colors - LTC and Hospital Setting Nursing Units

The Union agrees to have a discussion with the Employer on uniform colors.

Memorandum of Understanding # 26
Adult Site RN & Surgical Technologist Floating Grid

When RNs, Surgical Technologists or Ancillary Staff are floated (via Article 15 or Article 18, using the process outlined in Article 19) at the adult sites (BGMC, Millard Fillmore Suburban Hospital and DeGraff Medical Park), it will be done within the groupings listed below. RN's and Surgical Technologists who have the competency to float to areas other than those listed below are encouraged to do so on a voluntary basis.

Section 1. BGMC

a.) Medical Surgical Grouping

(1.) 16 N/S, 15N

b.) Medical Telemetry Grouping

(1.) 15S, 13N & 13S.

(2.) 12S, 9N/S.

c.) Neuro Cardiac Telemetry Grouping

(1.) 10N/S, 14N/S

(a.) Within sixty (60) days following ratification, a work group will be developed to support the 10th floor and 14th floor float zone trial. The purpose of this workgroup will be to develop an education plan, review staff feedback and evaluate the trial. The duration of this trial will be nine (9) months.

At the end of the trial period a decision will be made regarding the sustainability of this float pairing, the outcome will be mutually agreed upon. In the event it is determined that the grouping is not appropriate the workgroup will collaboratively determine the appropriate group for each unit to be placed in.

(2.) 4N (Progressive Care Unit) can float to 14N/S

(a.) One year post ratification, there will be a meeting between management and the Union to discuss the potential of 4N becoming a closed unit.

- d.) Critical Care Grouping
 - (1.) MICU, SICU, CVICU, NSICU
 - (2.) MICU, SICU, CVICU, NSICU can float to the ILCU
 - (3.) ILCU does not float to MICU, SICU, CVICU or NSICU
- e.) Closed Units – No floating
 - (1.) VIS
 - (a.) One year post ratification, there will be a meeting between management and the Union to discuss the potential of the VIS CMAs becoming a closed unit,
 - (2.) Medical Rehab Unit
- f.) Specialty Areas
 - (1.) OR – Registered Nurses and Surgical Technologists will float within the 3 cost centers (GVI/BGMC OR/Ortho) to their specific level of trained competency. Registered Nurses can also float to the holding area.
 - (2.) Special Procedure RN's in the OR can float to the GI Lab and the OR holding area and GI can float to the Urology area pre/post procedure.
 - (3.) The Staff on the Critical Care units can float to the ED to take care of Critical Care Patients waiting for beds.
 - (4.) The following departments typically do not float due to their specialty nature and are not considered a closed unit: ED, CT/MRI, PAT, Procedure Labs, PACU/ASU, and Infusion Center.
- g.) CAPD

CAPD patients as it relates to the above groupings (a-f)

 - (1.) The parties acknowledge that time will be needed to comply with the process listed below (hiring and education). To that extent, the current practice of the 9th floor staff performing CAPD outside of their unit will continue only when the patient can't be transferred to the 9th floor, float pool staff aren't available to assume the assignment, or MICU, MRU or ED charge nurse can't yet perform CAPD within their unit. This hiring and education process will be expedited and will not exceed one year post ratification.

- (2) If an RN is competent to perform CAPD on any unit, the RN's assignment will include the CAPD patient.
- (3) Non-Critical Care – All efforts be made to assign non-critical care patients who require CAPD to the 9th floor. If the patient requires CAPD on another unit and cannot be moved to the 9th floor, a float pool nurse will be assigned the CAPD patient within their assignment if available unless there is an RN competent to perform CAPD on the unit.
- (4) MRU – All charge RNs in MRU will be trained to perform CAPD for MRU patients only. In the event that there is not a CAPD competent RN working on the MRU a float will be assigned to perform the CAPD. MRU is a closed unit and their CAPD competent RN's will not be used to cover CAPD on another unit.
- (5) Critical Care – All efforts will be made to cohort Critical Care patients requiring CAPD in the MICU. All charge RNs in MICU will be trained to perform CAPD. If a float pool nurse is available to send to the MICU or one of the other ICUs, they will assume the CAPD patient within their assignment unless there is an RN competent to perform CAPD on the unit.
- (6) ED – All efforts will be made to ensure all charge RNs are competent to perform CAPD on patients in the ED. The ED charge RN will not be responsible for performing CAPD when they have other duties or responsibilities other than the role of charge nurse. If a float pool nurse is available to send to the ED, they will assume the CAPD patient within their assignment if competent. If they are unable to assume the patient within their assignment, they will perform the CAPD and take an assignment within their competency.

Section 2. Millard Fillmore Suburban Hospital

a.) Medical Surgical Grouping

- (1.) 2E, 3E, 3W, 2SE, Med Surg Overflow

b.) Telemetry Grouping

- (1.) 2 N - 2 SW, Telemetry Overflow

c.) Maternity Grouping

- (1.) NICU/Neonatal ICU can float to Mother Baby, Labor and Delivery and Overflow Mother Baby but will not have an independent patient assignment or be counted on the staffing grid.

- d.) Closed Units
- (1.) Mother Baby and Overflow
 - (2.) Labor and Delivery
 - (3.) ICU
- e.) The following departments typically do not float due to their specialty nature and are not considered a closed unit: ED, GI, Urology, Imaging, PAT, SCU, Infusion Center and OR.

Section 3. DeGraff Medical Park

- a.) The following departments typically do not float due to their specialty nature and are not considered a closed unit: Clinics (Geriatrics, Wound), Infusion Center, and ED.
- b.) Should new units be added during the life of this contract to Degraff, the parties agree to meet to determine appropriate floating assignments.

Section 4. Adult Ancillary Floating Grid

Division	Units	Primary Float Grouping	Secondary Float Grouping	Tertiary Float Grouping <i>*assignment based upon competency & patient mix*</i>
BGMC CMA/MA	MICU SICU CVICU ILCU OBS 10N/S ED	MICU, SICU, CVICU, ILCU, OBS, 10N/S, ED (blue/green/orange)	Sitter: CMA/MA Unit VIS	Sitter on PCA Unit: 16N/S, 15N, 15S, 14N/S, 13N, 13S, 12S, 9, 4N NSICU: Non-stroke patient assignment
	VIS	Sitter		
BGMC PCA	16 15N 15S 13N 13S 12S 9	16, 15N, 15S, 13N, 13S, 12S, 9	Sitter: PCA Unit MRU	NSICU, 14N/S, 4N: Non-stroke patient assignment VIS: Support inpatient pod Sitter on CMA/MA unit: MICU, SICU, CVICU, ILCU, OBS, 10N/S, ED (blue/green/orange)
	NSICU 14N/S 4N	NSICU, 14N/S, 4N	Sitter: PCA Unit	15N, 15S, 14N/S, 13N, 13S, 12S, 9 16N/S: Non-Ortho patient assignment Sitter on CMA/MA unit: MICU, SICU, CVICU, ILCU, OBS, 10N/S, ED (blue/green/orange)
	MRU	Sitter		
MFSH PCA	ER	Sitter		
	2W	Sitter	2E	
	ICU	Sitter, ER	2N, 2SW	2E, (2SE)***, 3E, 3W, Overflow area

	2N 2SW 2E	2SW ICU ED	2E, (2SE)***, 3E, 3W	2W, Overflow area
	2SE 3E 3W	2N ICU ED	2E, (2SE)***, 3E, 3W	2W, Overflow area
		2SE*** 3E 3W	2N, 2SW, ICU, ED	2W, Overflow area
		2E 3E 3W	2N, 2SW, ICU, ED	2W, Overflow area
		3W 2E 2SE***	2N, 2SW, ICU, ED	2W, Overflow area
		3E 2E 2SE***	2N, 2SW, ICU, ED	Overflow area
MFSH MOA	ICU	Sitter Secretary		

***When floated to 2SE fresh post-op Ortho patients will be assigned to 2SE staff or a float pool PCA.

Section 5. In the event that a unit is moved or patient population changes the Employer and Unions will meet to discuss appropriate float zones.

**Memorandum of Understanding # 27
Categories of Employees in the BGMC Dietary Department**

As it relates to the Hospitality Associates in the Dietary Department at the BGMC who are scheduled to work thirty-eight (38) hours in a work week of seventy-six (76) hours in a pay period: such employees will be entitled to thirty (30) minutes of overtime at the rate of time and one half the employee's basic hourly rate per week or sixty (60) minutes per pay period.

**Memorandum of Understanding # 28
BGMC Registered Nurse Self Staffed Closed Units**

Section 1. The following units at Buffalo General Medical Center are presently self-staffed closed units:

- 1.) Vascular Interventional Suites (VIS)
- 2.) Medical Rehabilitation Unit.

Section 2. It is agreed to by the parties that the units stated above will remain self-staffed for the life of this Agreement under the current guidelines for each unit listed above.

Memorandum of Understanding # 29
Vacant Position Tracking

This Memorandum of Understanding is entered into by and between Kaleida Health (“Employer”) and 1199/SEIU United Healthcare Workers East and the Communications Workers of America.

It is agreed and understood that the parties will work jointly in creating a system that tracks all vacant positions within the Kaleida system covered by this collective bargaining agreement.

This tracking system will be used to follow all vacant positions that will either be filled, modified, or deleted from the system.

It is also agreed that until the system has been developed and is in use this will be a standing item on the union management leadership team meetings agenda.

Memorandum of Understanding # 30
DMP RN - Hours of Work Weekend Commitment

Section 1. In the event that employee requests their weekend off, it is understood that the employee will be responsible to provide coverage acceptable to the Employer.

Section 2. Full-time, flex, and regular part-time employees working eight (8) or ten (10) hours shifts shall be entitled to every other weekend off.

Section 3. The weekend shift shall be Friday and Saturday for employees working eight (8) or ten (10) hour shifts on the night shift.

Section 4. Full-time, flex and regular part-time employees working twelve and one-half (12 ½) or thirteen (13) hour shifts shall be normally scheduled to work every third (3rd) weekend. If additional weekend shifts are necessary, the following procedure shall apply:

- a.) Volunteers will be solicited
- b.) All per diems shall be scheduled their weekend commitment; and
- c.) One (1) additional shift per four (4) week time block, on a rotating basis, in inverse order of seniority, may be scheduled.

Section 5. The weekend shift shall be Saturday and Sunday for those employees working twelve and one-half (12 ½) or thirteen (13) hour shift.

Section 6. 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. 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.

**Memorandum of Understanding # 31
Clinical Pharmacy Coordinator Qualifications**

This Memorandum of Understanding is being entered into by and between Kaleida Health, hereinafter referred to as the employer, and the Communications Workers of America, AFL-CIO, hereinafter referred to as CWA; and 1199 SEIU United Healthcare Workers East, hereinafter referred to as SEIU or as the Unions.

Whereas, the Employer and the Unions entered into an agreement relative to changes presented at Oversight on December 8, 2015, to the preferred license and certifications for Clinical Pharmacy Coordinators. Employees in the job title of Clinical Pharmacy Coordinators prior to December 8, 2015 will not be affected by the change in qualifications. Those employees include:

First Name	Last Name	Department Description
Kimberly	Zammit	BGMC Pharmacy
Stephanie	Seyse	BGMC Pharmacy
Kevin	Mills	BGMC Pharmacy
Kristin	Johnson	OCH Pharmacy
Kelly	Michienzi	OCH Pharmacy
Ann Marie	Turner	OCH Pharmacy
Melissa	Danek	BGMC Pharmacy
Brian	Kersten	BGMC Pharmacy
Megan	Nadler	BGMC Pharmacy

**Memorandum of Understanding # 32
Flint Road: Endo-Diabetes Titles**

The following is the agreement reached between Kaleida Health (hereinafter referred to as the “Employer”) and the Communication Workers of America (hereinafter referred to as the “Union”).

The following titles:

Clinical Dietician 750 Maple Road : Endo-Diabetes
Physician’s Assistant 750 Maple Road : Endo-Diabetes

will remain part of the Millard Fillmore Hospital Professional Bargaining Unit, as they were prior to their Endo-Diabetes job moving to Flint Road Rehab. Employees in the above titles in the End-Diabetes unit who are required to rotate to other clinics that are staffed by Union employees must be represented by the Union.

The Union also agreed that they would not claim rights to other Professional titles at Flint Road Rehab based on this Agreement. However, the Union does retain the right to organize the rest of the Professionals by normal means outlined by the NLRB.

**Memorandum of Understanding # 33
DeGraff/Millard Clinical Nurse Educators**

This Memorandum of Understanding is entered into by and between Kaleida Health (“Employer”) and Communications Workers of America, AFL-CIO (“Union”).

WHEREAS, the employer has created two (2) Full Time (1.0) 10 hour shift Clinical Nurse Education MS positions to cover Millard Fillmore Suburban and DeGraff Memorial Hospitals.

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

1. The above referenced positions will be placed in the MFS Nursing Office Admin Cost Center and will be based on the Millard RN bargaining unit at the site.
2. Each position will have a work schedule that includes periodic assignments and duties at both Millard Fillmore Suburban and DeGraff Memorial Hospitals. The positions will be posted at both sites and the most senior qualified bidders, from a blended seniority list, will be considered.
3. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to modify any existing practices or procedures of current employees in the Clinical Nurse Educator or Nurse Educator job titles.

**Memorandum Of Understanding # 34
Multi-site Float Pool - Clinical Lab Scientists**

This Memorandum of Understanding (“MOU”) is entered into between Kaleida Health (“Kaleida”), the Communication Workers of America, AFL-CIO (“CWA”), and the Service Employees International Union/1199 (“SEIU”) hereinafter referred to “Unions”.

WHEREAS, a Clinical Lab Scientist multi-site float pool is established between the sites covered under the Master Agreement to include Millard Fillmore Suburban (“MFS”), Flint Road Laboratories, Buffalo General Medical center (“BGMC”), John R. Oishei Children's Hospital (“OCH”), and

WHEREAS, this multi-site float pool provides flexible, competent staff to cover hard-to-fill positions, leaves of absences, census fluctuations and unscheduled absences, and

NOW, THEREFORE, the Employer and Unions agree:

1. Employees hired into the Multi-site float pool will follow all provisions of Article 52 Multi Site Float Pool, with the exception of PTO, Holidays, Downsizing as outlined below.
2. Four (4) new FTEs will be created on the night shift (11pm to 7am and split equally between the two unions).
3. Multi-site Float pool employees will be scheduled in the department with the greatest need, and per management's discretion, including but not limited to ESL, Blood Bank, Production lab and Micro. Multi-site Float pool employees will maintain competencies in all of these areas.
4. The new cost center/unit will be separate from any other site lab cost center.
5. The positions will be assigned to the appropriate bargaining unit and float pool employees will be covered by the contractual provisions of the Master Agreement.
6. The positions will be posted and awarded per Article 53, Job Bidding and Transfers of the Master Agreement.
7. Any successful internal applicant selected for one of these positions will not transfer into said position until the position they are vacating is filled.
8. PTO requests for the CWA employees will be approved as per the language outlined in Article 27, PTO scheduling for CWA MFSH/Prof and PTO requests for the SEIU employees will be approved as per the language outlined in Article 27, PTO Scheduling for the OCH Professionals.
9. These float pool positions will be required to work weekends and will be included in the rotation accordingly not to exceed half of the weekend shifts in any time block.
10. These float pool position will be required to work Holidays as follows:

When the department must remain open for the six (6) major holidays, employees scheduled eight (8) hours or less shall be required to work not more than one (1) holiday In each of the following groups of Holidays:

- a.) Martin Luther King, Jr. Day or Memorial Day;
- b.) Juneteenth or Independence Day;
- c.) Labor Day or Thanksgiving Day; and
- d.) Christmas Day or New Year's Day.

A preference list will be posted in the department for the purpose of selecting Holiday Work by:

February 1 for the Summer Holidays

June 1 for the Winter Holidays

The preference list will be posted for the month and the holidays will be approved within thirty (30) days from the end of the posting.

11. Should there be a need for a reduction in staff, from the Multi Site float pool, the least senior employee in the cost center shall be impacted and given options under in article 51, Layoff

and Recall, in their appropriate bargaining unit accordingly. If there is a need to reduce more than one staff member in the cost center, reductions will be equally distributed amongst the bargaining units In the cost center accordingly and the least senior employees impacted will be given options under article 51, Layoff and Recall in their appropriate bargaining unit accordingly.

12. Should there be a need to temporary downsize the staff in the Multi-Site float pool the language in Article 18, Temporary Downsizing of the Master Collective Bargaining agreement will be followed. Multi-Site Float Pool employees will be offered the opportunity to downsize first. Clarification re: the rotating wheel for the multi-site float pool should there be a refusal to downsize and the rotating wheel language in Article 18 is followed the employer will apply the language as follows:

Refusals will advance the wheel for example:

1. Day 1: A, B and C are working - A refuses, B accepts downsizing
2. Day 2: A, B and C are working - we start with C.

13. The parties agree to review this MOU every 6 months do determine the effectiveness of the Multi-Site lab float pool.
14. Should management desire to increase the number of FTE's in the Multi-Site Lab float pool it is understood that it will be by an equal number, they will meet with the Unions to bargain over the effects of doing so.

WITNESS WHEREOF, the parties hereto have executed this agreement on the 7th day of April, 2021.

**Memorandum of Understanding # 35
Buffalo General Medical Center / CWA
Surgical Technologist Assignments**

This Memorandum of Understanding is entered into by and between Kaleida Health (“Employer”), the Communication Workers of America Local 1168 (CWA) (“Union”).

WHEREAS, there is a need to assign Cardiac trained and competent RN’s and Surgical Technologists, from cost center 14403 to the Procedure Lab cost center 14128, to assist with surgical procedures not performed by procedure lab staff, as needed. This staff will be assigned on a daily basis, on a rotating basis according to their competency needed for the surgical procedure taking place in the procedure lab.

In order to assign staff to the Procedure lab, management agrees to post 2 (two) new Surgical Technologist positions in cost center 14403.

Management agrees this agreement will be considered a float and will abide by Article 19: Floating, Section 2.

This MOU is being entered on a non-precedent setting basis.

The agreement is entered into on the 23rd day of January, 2017.

Memorandum of Understanding # 36
CWA/MFS
On-Call Courier Assignment – Flint Road Laboratory
(Carrying the phone for on/off duty courier response)

This Memorandum of Understanding is entered into by and between Kaleida Health, hereinafter referred to as the Employer, and the Communication Workers of America, AFL-CIO referred to as CWA; or as the Union.

WHEREAS, the Employer and the Union entered into an agreement to recognize the established practice of assigning and paying a courier “on-call” at Flint Road; and

WHEREAS, this program was developed to ensure the timely and accurate pick-up and delivery of laboratory specimens for processing; and

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

- 1) On-Call will be rotated between those individuals interested, trained, and competent to perform the necessary responsibilities of taking the On-Call assignment.
- 2) On-Call pay will be paid at the base pay rate equal to two (2) hours of the employee’s base pay for every eight (8) hours worked “carrying phone.”
- 3) Upon signing this agreement, the Employer will post a sign-up sheet for a period of ten (10) days soliciting interest from the Drivers at Flint Road in participating in the On-Call rotation.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 2nd day of June, 2017.

Memorandum of Understanding # 37
Adding BGMC MICU NP/PA Positions
“10 Hour Shifts”

This Memorandum of Understanding is entered into by and between Kaleida Health (“Employer”), the Communication Workers of America 1168 (“Union”).

WHEREAS, the Employer proposed at Job Security on November 14, 2017 the addition of two (2) new Full Time NP/PA ten (10) hour evening shift positions for the MICU;

WHEREAS, the parties recognize the need for improved efficiencies in the MICU in terms of added support of NP/PA positions, in addition to current staff, with the goal of continuing excellent patient care;

WHEREAS, the parties mutually agree that the extended shifts for NP/PA positions in the MICU are all of a 13 hour shift duration;

NOW, THEREFORE, the Employer and the Union do hereby agree without precedent to future agreements with respect to NP/PA positions at BGMC and/or the MICU;

- 1) Two (2) Full Time Evening Ten (10) hour shift positions will be created in the MICU for NP/PA positions;
- 2) The hours of work will be 2 pm to 12 am;

The Employer further agrees this agreement will have no impact to any future positions in any job title in any critical care unit at BGMC, where specific lengths of shifts are protected.... ie: 13 hour shifts.

This Agreement, as amended, entered into this 27th day of November, 2017.

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 nor 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.

Memorandum of Understanding # 39
NFTA Public Transit Discount

This Memorandum of Understanding is entered into by and between Kaleida Health (“Employer”), the Communication Workers of America 1168, the Service Employees International Union 1199, and the International Union of Operating Engineers 17S (collectively, “Union”).

WHEREAS, the NFTA is offering employees of employers that participate in the “Metro Perk Program” a discount on public transit passes; and

WHEREAS, the discount amounts to a \$10 discount on the price of the public transit pass to all employees, and an additional \$10 discount, funded by the Employer, to individuals not already receiving a public transit subsidy under Article 102, Section 7 of the Master Collective Bargaining Agreement (“MCBA”); and

WHEREAS, this discount is available only to those employees that sign up to pay for the pass through payroll deduction; and

WHEREAS, the Employer intends to participate in the Metro Perk Program;

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

- 1) Employees covered by the MCBA not already receiving a subsidy under Article 102, Section 7 of the MCBA will receive a \$10 subsidy for the correspondingly discounted NFTA Public Transit Pass.
 - a. This amounts to a cost to eligible employees \$20 lower than the market rate for the Public Transit Pass.

- 2) If, at any time, the NFTA ends this program, the Employer withdraws from this program, the Employer ceases to become eligible for this program, or any other material change is made to the Metro Perk Program, this agreement will be void and the benefits agreed to herein will cease.
 - a. The parties recognize that in the above events, employees covered by the MCBA would continue to enjoy the public transit subsidy as defined in Article 102, Section 7 of the MCBA.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 13th day of June, 2017.

Memorandum of Understanding # 40
Variable Start Time Process for 1199/SEIU Members

This MOU will apply to all 1199/SEIU Bargaining Units

If variable start times are proposed in a Department/Unit or when a variable start time becomes available through a vacant position, the preferred start times will be offered by seniority, with the highest senior employee in the Department/Unit having first choice. In departments where required competencies are applicable to certain start times, the start times will be offered by seniority to those who have the required competencies.

This process will also apply for any Department/Unit that currently have variable start times.

The Union Leadership and the Employer will meet to discuss any established processes in how a department assigns variable starting times.

Memorandum of Understanding # 41
Millard Fillmore Suburban
Procedure for Temporary Closure of Units

This Memorandum of Understanding is entered into by and between Kaleida Health (“Employer”) and the Communications Workers of America and the Service Employees International Union 1199 (“Unions”) for employees at Millard Fillmore Suburban Hospital.

WHEREAS, the parties recognize that from time to time units need to be closed on a temporary basis due to fluctuations in census/volume; and

WHEREAS, the parties desire to distribute the effects of unit closure more equitably so that the same employees are not continuously affected.

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

1. The Employer will follow the language in Master Collective Bargaining Agreement, Article 88, with the following additional considerations:
 - a. The Employer will make every effort to rotate the temporary closure of units, taking into account our commitment to safe patient care, a rotation log will be maintained in the Nursing Office;
 - b. The Employer will also consider partially closing of a unit to allow for routine maintenance and floor work, in order to maintain specialty patient care (oncology, palliative, ERAS, mastectomy, orthopedic, isolation needs, etc.);
 - c. Nothing in this agreement will affect the current MBU flex plan.

Memorandum of Understanding # 42
Service Employees International Union – 1199 SEIU Labor Management Initiatives

This Memorandum of Understanding is entered into by and between Kaleida Health, hereinafter referred to as the Employer; and Service Employees International Union (SEIU) Local 1199, hereinafter referred to as Union.

WHEREAS, during recent bargaining for a successor Master Collective Bargaining Agreement recent successes in joint Labor / Management projects undertaken at John R. Oishei Children's Hospital were acknowledged both parties and are recognized to represent a substantial benefit to the quality outcomes of our patients, the employee of Kaleida Health represented by SEIU 1199 and the community of Buffalo New York; and

WHEREAS, this recognition was memorialized in a letter dated June 17, 2016 expressing the parties' joint commitment to such Labor / Management projects in the future and the establishment of an Upstate New York version of the existing Labor / Management Project Fund that currently operates in other locations represented by SEIU local 1199; and

WHEREAS, the parties agreed that following the legal establishment of the Upstate Regional Labor Management Project Fund in accordance with the provisions of the Taft Hartley act, Kaleida Health would become the first and founding contributing employer to this newly created joint fund committed to promoting joint Labor / Management projects in the Upstate New York area; and

WHEREAS, the executive committee of the board of directors of the 1199 Labor Management Initiatives, Inc. (LMI) adopted a resolution establishing the Upstate Labor Management Program on September 29, 2016; and

WHEREAS, for the purposes responding to the day to day needs of the Projects the parties agree that an SEIU designated LMI Representatives (Kaleida employees) shall receive eight hundred and thirty-two (832) hours per year as an Employer paid excused absence for activities related to these positions. The LMI Representatives shall participate in any site committee and /or activities as deemed necessary at all the sites.

WHEREAS, for the purposes of administrating the operations. Kaleida Health Agrees to supply office space to help facilitate the actions of the LMI Team.

Now, THEREFORE,

Effective March 1, 2017 Kaleida Health agrees to become a contributing employer to the I 99SEIU Labor Management Initiatives, Inc., a Taft-Hartley Labor Management Cooperation Act organization and non-profit corporation. The employer shall contribute an amount equal to 1/4 % of gross payroll (as defined in section 8 below) of the employees for the preceding month exclusive of amounts earned by the employees during the first 2 months following the beginning of their employment. Payments will be made to 1199 SEIU Labor Management Initiatives, Inc. and remitted by the 30th of every month, commencing in March 2017 to Upstate Region 1199SEIU Labor Management Initiatives, Inc., National Benefit Fund-Finance Department, 498 7th Avenue, New York, New York 10036.

1. Contributions received by the LMI Directors shall be deposited into a separate account, identified as Upstate Region - Labor Management Initiatives (ULMI). These funds shall be used to provide staff and services to work with labor and management together to resolve matters of mutual interest and concern including but not be limited to: facilitation of joint labor management committees and process improvement initiatives, learning forums, training, coaching, measurement and evaluation to improve the "triple aim".
2. The Employer agrees to be bound by the LMI By-Laws.
3. Each of the Union and the contributing Upstate Employers jointly shall be entitled to one representative on the LMI Board of Directors.
4. The annual budget of the ULMI, excluding administrative and staff cost, shall be determined by an LMI committee composed of two (2) Union and two (2) Management Directors, inclusive of one (1) Union and one (1) Management Director from the Upstate Region.
5. It is agreed and understood that the yearly expenditure for ULMI services, including administrative and staff costs, shall not exceed the total contributions on behalf of the employees of ULMI contributing Employers.
6. The Employer shall submit monthly gross payroll reports to the Upstate Region – 1199SEIU Labor Management Initiatives, Inc., 1199SEIU Fund Employer Services Unit, National Benefit Fund-Finance Department, 498 7th Avenue, New York, New York, 10036. Such reports shall be submitted by the Employer on or before the seventh day of each month.
7. Reports shall be submitted electronically according the Fund's systemic requirements and shall include the following data: name, address, social security number, date of birth; hire date, termination date, gross wages, regular wages, regular hours paid, overtime wages paid, overtime hours paid, full time or part time indicator, qualifying event code and date (for example disability, FMLA, worker's compensation)
8. If a payment or payments are not made, the Employer shall from and after the due date thereof, and until full payment of arrears is made, pay interest on such arrears at the rate of one and one-half percent per month or the maximum permitted by law, whichever is less.
9. Reports shall be submitted electronically according the Fund's systemic requirements and shall include the following data: name, address, social security number, date of birth; hire date, termination date, gross wages, regular wages, regular hours paid, overtime wages paid, overtime hours paid, full time or part time indicator, qualifying event code and date (for

example disability, FMLA, worker's compensation)

10. If a payment or payments are not made, the Employer shall from and after the due date thereof, and until full payment of arrears is made, pay interest on such arrears at the rate of one and one-half percent per month or the maximum permitted by law, whichever is less.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 3rd day of March, 2017.

Memorandum of Understanding # 43
Contracting Out Work / Bargaining Unit Work

The Employer agrees that:

- A.) The scheduling of the patients for procedures in the BGMC Interventional Cath Labs will continue to be provided by bargaining unit members.
- B.) Surgical Solutions, will no longer be performing bargaining unit work at Kaleida Health.
- C.) In regards to EEG/IOM technical support:
 1. Given the specialized nature of intraoperative monitoring (IOM) for brain as compared to spine surgical procedures, the lack of current staff with experience or competency to provide IOM support for brain surgical procedures, and an inability to recruit experienced or competent candidates to provide such support, Neuro Alert or a comparable third-party provider will continue to be contracted to provide EEG/IOM technicians support for brain surgery only.
 2. EEG Technician support for spine surgeries will continue to be provided by bargaining unit staff at each site, competent to perform the work. If there is any reduction in spine cases, affected EEG Technicians employed as of ratification of this Agreement will be reassigned other duties within their job description and not subject to lay off through May 31, 2025.
 3. Employees hired as new EEG Technicians will be required to be trained in IOM for the spine.
 4. The parties agree that if the need occurs to cover EEG work between to various sites of Kaleida Health, they will meet to negotiate such Multi-Site Float Pool language.
 5. The Employer is committed to work with the Unions through the Training and Upgrading Fund to develop a training program/educational pathway for the EEG Technician job title. Such training program will provide educational

opportunities related to EEG testing, work in the operating room related to spinal cases as well as in brain cases. Furthermore, Kaleida Health agrees to work with the Unions to obtain apprenticeship dollars to support this training/educational program.

6. For the duration of the Master Agreement, June 1, 2022 – May 31, 2025 the Employer will continue to have at least twenty-three (23) Full Time Equivalents in Electro Neurodiagnostic Technician positions. The provisions of this section shall not be applicable in the event of a temporary or partial cessation of operations at BGMC, OCH and MFSH, which is not the result of a Kaleida action, but due to unforeseeable circumstances that are outside of the Employer's control, natural disasters and acts of God.

- D.) Kaleida will end, and not renew any agreement to contract out cleaning work in the bargaining unit's jurisdiction within the hospitals. Areas excluded would include leasing space and the BGMC administration and corporate offices. It is understood that the cleaning work at DeGraff Medical Park offices and the Conventus Office Building 2nd and 3rd floors are considered bargaining unit work.

The Unions and Employer agree that the current contractual language in Article 66 and 67 as amended of the Master Agreement will remain.

Memorandum of Understanding # 44 Quarterly Job Review Committee

The Employer and the Unions do hereby agree to establish a committee as per Article 72 Committees of the Collective Bargaining Agreement with the goal of beginning a quarterly review of identified job titles covered by this Agreement. The Union or the Employer may bring to the committee their respective requests for changes in the appropriate placement of job titles that are subject of the request for review. This group will review rolling turnover data, market compensation data, vacancy rates, recruiting metrics as well as job descriptions and additional job responsibilities. The committee will be comprised of representatives from Human Resources including the compensation analyst, members of the recruitment team, and an equal member of union representatives. Other representatives will be invited as necessary.

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, Monday through Saturday;

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 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 manger 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:

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 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 18th day of June, 2018.

Memorandum of Understanding # 46
Definition of “Closed Unit”

It is hereby agreed, by and between Kaleida Health, Communications Workers of America (CWA) and 1199 SEIU United Healthcare Workers’ East (SEIU) that where the wording “closed unit” is referenced in the Master Agreement, Article 51 – Lay Off and Recall will be defined as follows and specific to this bargaining unit:

- 1. Oishei Children’s Hospital, SEIU RN Bargaining Unit:
 - a.) A “closed unit” will not allow employees to bump into the unit and the employees within the “closed unit” would not be allowed to bump into another unit.

Memorandum of Understanding # 47
APP Security

In order to guarantee the Advance Practice Practitioners (APPs) their full protection of the contract, including but not limited to the just cause requirement, the Unions and the Employer clarify and agree to the following.

1. APP's represented under the Master Bargaining Agreement, will have all of the rights and protections of the contract, including but not limited to just cause treatment, layoff and recall rights and job bidding rights.
2. For the duration of the Master Agreement June 1, 2019 through May 31, 2022, the Employer will continue to have at least one hundred and forty-seven (147) Full Time Equivalents in APP positions. The provisions of this section shall not be applicable in the event of a temporary or partial cessation of operations at BGMC, OCH, DMP and MFSH, which is not the result of a Kaleida action, but due to unforeseeable circumstances that are outside of the employer's control, natural disasters and acts of God.
3. The Employer will not replace or displace any bargaining unit APP with a physician/physician group employed APP.
4. The Parties recognize that there is a certain amount of flexibility in scheduling that is currently achieved by agreement of APPs and providers. If a critical need arises for a change in scheduling practice, it shall be presented at job security with explanation of the need for such change. The Employer will provide a thirty (30) day notice of intent to change the scheduling practice. This will be done by agreement among the Nurse Practitioners, Physician Assistants, Union and provider/scheduler.
5. If a physician withdraws a collaborating agreement with an APP, Kaleida Health will immediately secure a replacement collaborating physician. Kaleida Health will reimburse an APP for any loss in pay and benefits due to Kaleida's delay in securing a replacement. Removal, suspension or termination of a collaborating agreement will not be grounds for discipline or termination of employment.
6. The parties agree to promptly resolve any issues under this MOU up to and including promptly scheduling arbitration hearings, consistent with Article 7, Grievance Procedure.
7. An Arbitrator's ruling/award will be followed and implemented immediately with respect to reinstatement, lost wages at their current rate of pay, lost benefits and seniority. Should a collaborating agreement or an appropriate APP position not be immediately available, Kaleida will continue to pay the APP at their regular rate of pay until the APP is placed in an appropriate position.

Memorandum of Understanding # 48
CWA / Millard Fillmore Suburban Cost Center 13317; MFS Maternity Floats

This Memorandum of Understanding is entered into, by, and between Kaleida Health, hereinafter referred to as the Employer, the Communications Workers of America, AFL-CIO, hereinafter referred to as CWA, and the Service Employees International Union 1199; or as the Union. This MOU applies to Millard Fillmore Suburban (MFS) Maternity Floats at Millard Fillmore Suburban Hospital.

WHEREAS, the recent transition in maternity services has resulted in the parties' agreement to the enclosed MOU in efforts to continue quality patient care and sustain the clinic operations at the site.

WHEREAS, the employees in cost center 13317, MFS Maternity Floats (FTEs to be determined) will be assigned as follows.

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

1. MFS Maternity Float pool employees are full-time, part-time, flexible, or per diem employees hired into the 'MFS Maternity Floats' cost center for the purpose of floating to Mother Baby Unit (MBU) and Labor and Deliver (L&D) to supplement the staffing in these units. An initial 5.12 FTEs will be created to establish cost center 13317. NICU: Maternity Floats will be trained and work to their level of competence.
2. The MFS Maternity Floats will maintain its own cost center with downsizing, PTO and holidays, etc. considered separately from the other Women's Services departments. MFS Maternity Floats employees will be assigned on a daily basis into the department with the greatest need, as census dictates, and per management's discretion. A minimum of one (1) MFS Maternity Float Pool employee will be scheduled per day/per shift, as available.
3. Management may add additional positions to the MFS Maternity Floats cost center as positions are needed. At the inception of the MFS Maternity Float pool, a snapshot of current FTE's will be presented to the Union. It is not the intention of the employer to leave either MBU or L&D inappropriately staffed. The current staffing plans will remain in effect and staffed accordingly by MBU and L&D staff. Vacated positions from the aforementioned units will be presented at Job Security Committee for discussion (i.e.; re-posting; re-allocation and needs specific to each area at that time).
4. Available shifts, in the Float pool, MBU and L&D will continue to be posted in these departments. Float pool may be utilized per Article 91, "Float Pool Employee".
5. MFS Maternity Floats may be utilized in either the MBU or L&D departments to cover long term leaves/absences per Article 91, "Float Pool Employee". This need will be presented to the Union at Job Security for informational purposes.
6. Job qualifications: For RNs to be considered for placement in the MFS Maternity Floats, the preference is to have one (1) year of recent, within last three (3) years, L&D experience.

7. If there is no requirement of additional staffing in the MBU or L&D units on a particular shift and downsizing is required, the float pool personnel will be downsized within their cost center and according to Article 18, Temporary Downsizing.
8. Once float pool employees have reported to and clocked in to work on a unit/department and the unit is downsizing, the float personnel will be included in the unit's downsizing.
9. A Float pool employee will not be assigned more than two (2) different units during their shift unless mutually agreed upon.
10. Float pool employees will, as a general rule, be given at least one (1) hour notice if they are going to be floated during the course of a shift.
11. If a float pool employee is required to float for a second time during the course of his/her shift, and two (2) or fewer hours remain in the shift, the employee's assignment will reflect the limited time on the unit.
12. If a float pool employee is floated at the beginning of the shift and will be on the unit for two (2) hours or less, the employee assignment will reflect the limited time on the unit.
13. Management and the Union agree to meet three (3) months from the inception of the Maternity Float pool to assess its progress and assess the need for continuation MBU on-call. Management and the Union agree to meet on an "as needed basis" thereafter to assess progress and/or operational changes.

**This agreement will be set forth on a non-precedent setting basis. **

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 17th day of March, 2022.

Memorandum of Understanding # 49
MFSH RN - 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, on a rotating basis, 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 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 shifts.

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.

**Memorandum of Understanding # 50
Flint Road PSC and Phlebotomy Services
Cost Center 20751**

Section 1. The above referenced cost center provides laboratory services, phlebotomy and collection of laboratory specimens at various Patient Service Centers (PSCs) and Long Term Care facilities located within Western New York. The job responsibilities and competencies required to perform these services may vary slightly within the locations.

Section 2. Kaleida Health Laboratory Services recognizes that there is value in the continuity of assignments as it relates to customer and employee satisfaction. In order to provide quality services and enhance employee engagement, we are identifying the following procedures to allow employees within the above cost center the ability to change assignments when assignments becomes available or assignments are affected. The assignments to PSC's are considered permanent unless hours of operation change or locations close.

This Memorandum of Understanding will apply only to the employees within Flint Road PSC and Phlebotomy Services Cost Center 20751 who are in the Millard Fillmore Suburban TCC bargaining unit.

Section 3. Process for awarding an existing or new vacant assignment(s) for existing or new locations:

- a.) Vacant assignments inclusive of the category, FTE, shift, starting and ending times of the shifts and responsible manager will be posted in the Millard Fillmore Hospital PSC location. The posting will also be emailed to all employees within this cost center. Simultaneously, a requisition for this vacant position may be posted per the Master Agreement, Article 53, Job Bidding and Transfers.
- b.) Management will then contact the employees, within this cost center and Millard Fillmore Suburban TCC bargaining unit, by seniority and category of the vacant assignment.

- c.) The most senior qualified employee who accepts the vacant assignment will transfer within the agreed upon timeframes.
- d.) If no employee from within the department/cost center and bargaining unit accepts the vacant assignment, the position will continue through the posting process as per Master Agreement, Article 53, Job Bidding and Transfers.

Section 4. Process for reductions of FTE's, elimination of positions, closures of PSCs or loss of Long Term Care Facilities services:

- a.) Present reduction to Job Security as per Article 74, Job Security Committee;
- b.) Notwithstanding the contractual process contained in the Master Agreement, the following process shall be followed for reduction of the identified displaced/affected employee(s)*:
 - I. will be offered options to a vacant assignment, in seniority order, first by their typical assignment (PSC, Nursing homes, float) by job title, category and shift; and then by dropping category;
 - II. if there are no vacant assignment within their typical assignment, they may assume the assignment of the least senior Phlebotomist, same category within their typical assignment; and then by dropping category;
 - III. if there is no one less senior, offer vacant assignments, in seniority order, by job title, category and shift within another type of assignment; and then by dropping category;
 - IV. any employees affected who do not obtain an assignment through the above departmental process will follow the process as outlined within the Master Agreement, Article 51, Lay off and Recall.

*If there is a reduction in hours in a PSC, the employees by seniority at that PSC, will be offered to voluntarily reduce their hours or be placed in a new assignment as per I.) through IV.) above.

Memorandum of Understanding # 51 APP On Call

APP's in any clinic setting in any bargaining unit who are required to take call during off hours will be assigned on-call as follows:

Section 1. The employee On-Call will be assigned a pager if requested.

Section 2. The APP's on call will be responsible to respond to all after hour's calls to their clinic. In areas where Doctors/Residents share on call responsibility, that practice will continue.

Section 3. Employees will be paid on-call pay for the time spent actually on-call as per the provisions as outlined in Article 21 Section 3 of this Collective Bargaining Agreement.

Section 4. Employees will be responsible for properly and accurately recording all time worked while on-call in accordance with Kaleida Health's Time Keeping Standards (HR.309). Employees are responsible for recording all time worked by remotely punching in and punching out using Kronos. For time actually worked remotely while on-call, all punches less than seven (7) minutes in duration will automatically be guaranteed up to seven (7) minutes for the purposes of payment and wages. All punches over seven (7) minutes in duration will be paid based on the actual time worked using the existing Kronos rounding rules while called in remotely.

Section 5. Calls will also be logged on the Employee on call log.

Section 6. On call guidelines will be determined by each department with employee input. On call guideline will be created within sixty (60) days from ratification.

Memorandum of Understanding # 52 Lead Aprons and Associated Protective Equipment

To ensure the protection of employees, the following will pertain to providing lead aprons inclusive of thyroid shields, and any/all associated protective equipment that limits / blocks the effects of ionization radiation on the body. Shielding our staff from ionizing radiation is essential.

Section 1. Radiologic Technologists, Surgical Technologists, Registered Nurses, Neuro Diagnostic Technologists, and any other employees in a job title that may be exposed to ionizing radiation in the following departments/areas will be covered by this Memorandum of Understanding across all Kaleida Health facilities:

- a.) Procedure Labs & Interventional Radiology;
- b.) Operating Rooms – Radiology Technologists and Surgical Technologists that perform cases that use ionizing radiation daily;
- c.) Operating Rooms – inclusive of all other staff not outlined in letter (b) above that are in operating rooms that use ionizing radiation
- d.) General Diagnostic Radiology (X-Ray);
- e.) Special procedure areas where the use of ionizing radiation is used;
- f.) Urology;
- g.) G.I. Lab;
- h.) Any/all departments that use ionizing radiation producing equipment.

Section 2. Employees working in the areas outlined in section one (1) of this Memorandum of Understanding will be provided by Kaleida Health lead aprons and associated equipment that protects from ionizing radiation. Staff that wears lead on an occasional or short term basis will have access to departmental lead.

- a.) Kaleida Health will continue to provide a variety of sizes of lead for all employees that need to wear it for protection in the areas outlined in (c) through (h) above. If at any point proper fitting lead is not available in the department, the employee will provide notice to their manager in writing. Within thirty (30) days, a proper fitting piece of lead will be located and assigned to the employee. If a proper fitting piece of lead cannot be located, a new set of lead will be ordered for the employee within thirty (30) calendar days from date of receipt of the request.
- b.) Employees that work in section (a) and (b) above will be measured and fitted for the appropriate lead by the assigned site QA Technologist or Lead Technologist, and will be assigned that for their use. This lead will be turned into the department manager upon their separation from the department. A new employee to the areas outlined in section (a) and (b) above will be fitted for lead after their first thirty (30) days in the department. During the first thirty (30) days, new employees will be provided departmental lead. If no well-fitting lead is available for their use, new lead will be ordered in an expedited fashion.

Section 3. Bi-Annually, lead aprons and all other applicable protective equipment will be evaluated according to NYS regulations. Additionally, annual evaluation under fluoroscopy will be performed by a qualified Radiologic Technologist or QA Technologist. Equipment that does not meet the standards under the New York State Department of Health will be decommissioned immediately, and a replacement will be ordered within thirty (30) calendar days.

Section 4. The protective equipment referenced in this Memorandum of Understanding will be purchased for employees and will be measured and properly fitted for size, weight, and thickness of material.

Section 5. Radiation protective eyewear will be available as requested. Within thirty (30) days of ratification, a notice will be sent to all employees in the work areas as outlined in section (a) through (h) above of the location of the protective eyewear and how to obtain them. These will be stored in a secured yet accessible place for staff. Several sizes will be available including coverage of corrective eyewear.

Section 6. If there is a need to replace an apron or protective equipment due to the integrity of the lead or an improper fit, the employee will provide notice to their manager in writing. Within thirty (30) days, a proper fitting piece of lead will be located and assigned to the employee. If a proper fitting piece of lead cannot be located, a new set of lead will be ordered for the employee within thirty (30) calendar days of receipt of the request.

Section 7. Employees in section 2 (a) and (b) that are assigned their own lead will be permitted to store their lead aprons and associated protective equipment in their personal locker space to ensure security. Employees may store assigned lead in lockers as long as it hangs

appropriately and that it is made available for inspection as required by NYS regulations. If an appropriate locking storage rack space is not available to employees (as in the GVI Operating Rooms), it will be provided by Kaleida Health.

Memorandum of Understanding # 53
Short Shift Positions for Staffing Support Trial Program

During the negotiations that led to this Agreement the parties discussed potential benefits of creating short duration shifts including but not limited to:

- a.) complement current unit/department staffing needs;
- b.) to meet negotiated staffing ratios/grids/matrices;
- c.) cover required break and meal periods;
- d.) meet patient care needs; and
- e.) improve staff retention and recruitment.

Therefore, the parties agree to establish a trial program for the purpose of addressing the concerns outlined above. Furthermore, the parties agree that the following guidelines will be followed in the establishment of the short duration shift.

- a.) The Employer may add new positions of short shift length in any unit/department. These shifts may include eight (8) hour shifts (in extended shift departments only), six (6) hour shifts, five (5) hour shifts or four (4) hour shifts. It is understood there is no intention of decreasing or changing current shift durations permanently by adding short shift positions to areas that need them. Such positions will be in addition to the existing staff mix.
- b.) Should there be a need identified to add these positions in any unit/department the parties agree a snapshot of current FTEs (filled and vacant) and shift durations will be taken prior to adding these positions for the purpose of memorializing the existing staffing plan.
- c.) The intent of this Trial Program is to preserve and supplement the current makeup of shift durations including extended shifts as well as the respective scheduling practices (i.e.: exclusive extended shifts, combination shift scheduled areas or eight (8) eight hour shift areas).
- d.) Short duration shifts will not fall below twelve (12) hours per week or twenty-four (24) hours per pay period notwithstanding the language outlined in Article 9, Categories of Employees.
- e.) The language in Article 15, Section 2 will be maintained (“Any new or future exceptions will need to be negotiated with the Unions”) as it relates to the creation of short duration shifts. New position creation will be a regular agenda item at the Job Security Committee meetings.

- f.) Such short duration shifts will be posted as benefitted and filled as outlined in Article 53, Job Bidding and Transfers.
- g.) The Program will be re-evaluated twelve (12) months from the date the first position is filled.
- h.) The decision as to whether the Program will be continued or discontinued will be mutually agreed to by the Employer and the Unions.

**Memorandum of Understanding # 54
Flint Road Courier Service / Cost Center 20749**

Section 1. The above referenced cost center provides laboratory courier services to medical facilities throughout Western New York.

Section 2. Kaleida Health Laboratory Services recognizes that there is value in the continuity of assignments/routes as it relates to customer service and employee satisfaction. In order to provide quality services and enhance employee engagement, we are identifying the following procedures to allow employees within the above cost center the ability to change assignments/routes when assignments/routes become available or assignments/routes are affected. The assignments to routes are considered permanent unless hours of operation change or routes are deleted.

Section 3. This Memorandum of Understanding will apply only to the employees within the Flint Road Courier Department Cost Center 20749 who are in the Millard Fillmore Suburban TCC bargaining unit. Process for awarding an existing or new vacant assignment/route(s):

- a.) Vacant assignment/routes inclusive of the category, FTE, shift, starting and ending times of the shifts and responsible manager will be posted in the Flint Road Courier Department. Simultaneously, a requisition for this vacant position may be posted per the Master Agreement, Article 53, Job Bidding and Transfers.
- b.) Management will then contact the employees, within this cost center (Millard Fillmore Suburban TCC bargaining unit), by seniority and category of the vacant assignment/route. It is understood that the assignment/route will be offered in seniority order specific to day shift or evening shift only.
- c.) The most senior qualified employee who accepts the vacant assignment/route will transfer within the agreed upon timeframes.
- d.) If no employee from within the department/cost center and bargaining unit accepts the vacant assignment/route, the position will continue through the posting process as per Master Agreement, Article 53, Job Bidding and Transfers.

Section 4. Process for reductions of FTE's, elimination of positions, or route deletions:

- a.) Present reduction to Job Security as per Article 74, Job Security Committee;

b.) The following process shall be followed for reduction of the identified displaced/affected employee(s)*:

- (1.) will be offered options to a vacant assignment/route, in seniority order, first by their typical assignment/route by job title, category and shift; and then by dropping category;
- (2.) if there are no vacant assignment/route within their typical assignment/route, they may assume the assignment/route of the least senior Courier, same category within their typical assignment/route; and then by dropping category;
- (3.) if there is no one less senior, offer vacant assignment/routes, in seniority order, by job title, category and shift within another type of assignment/route; and then by dropping category;
- (4.) any employees affected who do not obtain an assignment/route through the above departmental process will follow the process as outlined within the Master Agreement, Article 51, Lay off and Recall.

* If there is a reduction in hours of a route/assignment, the employee, by seniority assigned to that route/assignment, will be offered to voluntarily reduce their hours or be placed in a new assignment as per 1.) through 4.) above.

Section 5. Nothing in this MOU shall prevent management from changing routes on an as needed temporary basis to meet the needs of the business.

Memorandum of Understanding # 55 Enhanced Staffing Plan Positions

The Employer and the Union agree to the following.

- A.) All positions created from the Patient Staffing Plan Articles in the 2016 and 2019 Master Agreements that have been marked and tracked as Enhanced Staffing Plan Positions, will no longer be marked as enhanced. Any employee hired into an enhanced position between 2016 and the ratification of this Agreement will remain at the current site for a period of two (2) years of active work post-hire. After satisfying the two (2) year commitment, the position will no longer be designated as Enhanced and that employee will have all of their rights related to job bidding as outlined in Article 53, Job Bidding and Transfers restored.
- B.) Current Enhanced positions that are vacant and/or are on the KOL will also lose the Enhanced position designation.
- C.) To support rapid hiring, the parties agree that new Enhanced positions will be created under this MOU. The total number of new enhanced positions will not exceed fifty (50)

FTEs. Individuals hired into these enhanced positions will remain at their site for a period of two (2) years of active work. After satisfying this two (2) year commitment, an employee will have all rights related to job bidding as outlined in Article 53, Job Bidding and Transfers restored and that position will no longer be designated as Enhanced.

D.) New enhanced positions created under this MOU will start at the external phase of the recruitment process. These positions will be identified/marked and tracked. An enhanced position that becomes vacant prior to the completion of the ninety (90) day probationary period, will continue to be marked as enhanced for one (1) additional posting. A comprehensive listing of Enhanced positions will be reviewed at the Oversight Committee meeting on a monthly basis.

E.) Enhanced positions, filled or vacant, will remain bargaining unit positions.

F.) Before a position is designated as Enhanced, the Employer and the Union must mutually agree to such designation, which shall not be reasonably withheld or delayed. The determination of whether a position is marked as Enhanced will be based upon recruitment in hard to fill positions, recruitment of exceptional talent or the desire to capture an external candidate quickly.

When a vacancy in an Enhanced occurs, it will be filled per Article 53, Job Bidding and Transfers, subject to section D above. Any deletions will be presented at Job Security and/or Oversight as outlined in the Master Agreement.

Memorandum of Understanding # 56

BGMC Procedure Labs - Cross Training Plan for RNs and Radiological Technologists

Section 1. The Union and Kaleida Health agree to establish a workgroup for the purpose of documenting a procedure for cross training staff within the procedural labs. This workgroup will consist of one (1) RN and one (1) CVRT from each modality, the appropriate management from Kaleida Health, and union representation.

Section 2. Existing staff hired into the procedural labs at BGMC will be offered the opportunity to voluntarily cross train in more than one specialty in seniority order. The training will be consecutive days and comparable to the training outlined in Section 4, letter d of this Memorandum of Understanding.

Section 3. Following ratification of this agreement all staff hired into the procedural labs at BGMC will be hired into a core specialty and a second specialty will be identified upon hire for the purpose of cross training.

Section 4. To accomplish the cross training of the staff, it is agreed to that:

- a.) One of the new Non CSC Clinical Nurse Educator-positions, will be designated to support the training of the new and existing staff in the Procedure Labs and the

VIS at BGMC. The Educator will be expected to be able to work clinically, precept and assess the competencies of the staff;

- b.) The Educator will develop the competencies for each specialty;
- c.) Kaleida Health is committed to hiring an additional two (2) Special Procedures RN's and one (1) additional CVRT to support the cross training;
- d.) All new staff will be trained and become competent in both specialties as part of their orientation to the department. Staff training will be competency based. Staff will receive up to twelve (12) weeks of orientation in their core specialty and up to an additional six (6) up to a maximum of eight (8) weeks of orientation in the secondary specialty based on their competency and experience;
- e.) Competencies will be signed off for each specialty by the Clinical Educator at the end of their orientations;
- f.) The staff member will take call in their primary specialty if that specialty requires on call;
- g.) The staff member will be scheduled PTO in their primary specialty for all provisions of Article 27, Paid Time Off Scheduling;
- h.) The staff will have the ability to pick up call at their own discretion in their secondary specialty if that specialty requires on call;
- i.) Once a staff member is fully competent and off orientation, they will be placed on the schedule for a minimum of four (4) shifts and a maximum of half the shifts in a single time block unless mutually agreed to for each time block to maintain their competency unless as otherwise determined by the workgroup listed above. The only exception to the four (4) shift rule is for per diem employees.
- j.) Nothing in this Memorandum of Understanding will prohibit staff who are interested in cross training in more than two (2) specialties from doing so. Those interested in gaining these competencies shall put their request in writing to the manager of the Buffalo General Medical Center procedure labs.

Section 5. Helping hands:

- a.) Nothing negates the ability for any staff member to assist in a helping hands role within the procedure labs, and;
- b.) Nurses who act in a helping hands role will not be required to take the primary Nurse assignment role in any one room.
- c.) Nurses working in a helping hands role would be expected to:
 - 1.) Communicate with the patient care team, patient, and patient's family;
 - 2.) Have knowledge of radiation safety, infection control, and hemodynamic support;
 - 3.) Have a theoretical and practical knowledge of medications being

- administered by the Helping Hands RN;
 - 4.) Monitor and assess for changes in patient condition / baseline;
 - 5.) Nurses working in Cardiac as Helping Hands will not be asked to scrub;
 - 6.) Any duties / tasks that the staff member feels they are competent and capable to perform.
- d.) CVRT 's working in a helping hands role would be expected to:
- 1.) Record patient history, clinical data, and physiological data;
 - 2.) Assist with patient positioning, selection of radiation exposure parameters, imaging, and archival;
 - 3.) Have a basic understanding of equipment, applicable supplies, troubleshooting of imaging equipment;
 - 4.) Assist the physician and procure supplies as needed.
 - 5.) Any duties / tasks that the staff member feels they are competent and capable to perform.

**MEMORANDUM OF UNDERSTANDING # 57
AND
SETTLEMENT AGREEMENT
OCH RN/RT Weekend Scheduling**

This Memorandum of Understanding and Settlement Agreement ("Agreement") is made and entered into by and between the Service Employees International Union/1199 United Healthcare Workers East ("SEIU") and Kaleida Health ("Kaleida").

WHEREAS, the parties are signatories, among others, to a collective bargaining agreement (Master Agreement) dated June 1, 2016 to May 31, 2019; and

WHEREAS, a dispute has arisen between the parties concerning the PTO Scheduling and Weekend Work Articles under the Master Agreement with respect to the OCH SEIU RN Bargaining Unit 01/19 and Technical Bargaining - Respiratory Department; and

WHEREAS, the SEIU has filed an Unfair Labor Practice Charge concerning this dispute under the NLRA, with such charge dated November 19, 2019 being designated 3-CA-231237. The Regional Director (Region 03) issued a Deferral Notice of this Charge to the parties grievance procedure under the Master Agreement on January 18, 2019; and

WHEREAS, the SEIU filed a Class Action Grievance designated #7827-18, dated November 21, 2018 concerning this dispute; and

WHEREAS, there have been a number of individual grievances filed by SEIU members from the OCH RN bargaining Unit and/or OCH Respiratory Department technical employees concerning the PTO scheduling process at their respective location(s).

WHEREAS, the parties are desirous to settle and/or resolve all the outstanding issues, grievances, and the ULP Charge concerning this matter and referenced above, without any admission of liability or wrongdoing; and

WHEREAS, the parties have participated in multiple mediation sessions with the assistance of the Federal Mediation and Conciliation service (FMCS) which culminated in the resolution highlighted in this Agreement.

NOW THEREFORE, in consideration of the promises contained herein, the SEIU and Kaleida do hereby agree as follows:

- (1) Through the combined effort of the parties to ensure adequate staffing on the weekends and allow employees the opportunity to have their weeks of PTO off, even when it includes their weekend commitment, the following process shall be implemented:
 - (A) Identify groupings of time blocks to include 4 time blocks/schedules beginning 12/18/2022. Suggesting we start with the grouping of the following time blocks:
 - a. 12/18/2022 – 1/14/2023
1/15/2023 – 2/11/2023
2/12/2023 – 3/11/2023
3/12/2023 – 4/8/2023
 - b. This pattern of time blocks will continue in a similar ongoing basis as mutually agreed upon.
 - (B) By time block grouping, compile a list of all employees, by seniority, who selected PTO vacations that included their weekend commitment also identifying the number of PTO weekends shifts for each employee, this list should also include open weekend shifts due to long term absences due to DBL, Workers Compensation, Leaves of Absence, continuous FMLA and continuous PFL. This list will be used for the full 4 time block period. (Employees who have made an approved weekend switch within the respective time block groupings listed above that covers their weekend shift(s) during their approved PTO vacation shall not be included on this list).
 - (C) On a time block per time block basis, during the week when compiling the draft schedule the following steps will occur:
 1. Schedule the PTU make up weekends on the time block. If this does not meet the need, then;
 2. Balance the schedule by asking staff of an overstaffed weekend days to an understaffed weekend-day, moving staff to an additional requested weekend day without creating a hole during the week. By seniority, staff on the list compiled in item (B) above may volunteer to be placed on a weekend that is understaffed. If they are placed on the schedule for a weekend need, it will remove one of their shifts on the list. If this does not meet the need, then;

3. Notify staff by seniority, who are not eligible for overtime, offering extra weekend shifts at straight time. Communication process to be mutually agreed to which is succinct. If this does not meet the need, then;
 4. Utilize the compiled list as referenced in Section (B) in the following manner:
 - i. Identify number of open weekend shifts, to include those open due to requested PTO as referenced above and long term absences due to DBL, Workers Compensation, Leaves of Absence, continuous FMLA and continuous PFL.
 - ii. Identify the same number of employees from the list starting with the least senior.
 - iii. Offer by seniority, the ability to select the open shift(s) to work.
 - iv. If necessary with this time block or subsequent time blocks in the grouping, you would continue up the list utilizing all the staff for one shift and then starting with the least senior who remains on the list, due to multiple shifts, continue the process. In the event a staff member does not select an open shift as referenced in Section (B), staff can only be assigned to make up their weekend on holes that were created as a result of prescheduled Weekend PTO.
 5. An employee will not be subject to steps 1-4 above if they have satisfied their PTO weekend make-up commitment through a voluntary switch with another employee. Such a switch day may not result in OT and must be approved by the manager. Weekends must be within the time block grouping as identified in 1A above and not within either employee's approved week of PTO. The exception to this section shall be that Respiratory Therapists will be allowed to schedule their weekend makeups throughout the full calendar year.
 6. For the OCH Respiratory department, when performing the steps in this Agreement; assignments to weekend shifts will be in seniority order except when an employee with certain competencies is required and no employee with less seniority is qualified.
 7. Union delegates will be identified by Union Leadership to work with a specific manager for this process starting at Step 3. The manager and Union delegates will agree on a date and time for this process to occur for each time block during the draft schedule process.
- (2) It is further understood by the parties that this Agreement does not alter or amend any contractual rights and/or obligations that exist under the Master Agreement.

**MEMORANDUM OF UNDERSTANDING # 58
NURSE ASSISTANT TRAINING PROGRAM, NURSE AIDE TRAINEE**

This Memorandum of Understanding (“MOU”) is entered into by and between Kaleida Health (“Employer”), the Communications Workers of America 1168 (“CWA”) and 1199 SEIU United Healthcare Workers East (“SEIU”), hereinafter referred to as the “Unions,” and collectively referred to as the “Parties.”

WHEREAS, In an effort to address the challenges in recruiting Certified Nursing Assistants, Kaleida Health Long Term Care (KH LTC), which includes DeGraff SNF and HighPointe on Michigan, plans to implement a nursing assistant training program (NATP), and add the title of Nurse Assistant Trainee.

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

1. The NATP may include a joint venture with an outside party, such as but not limited to Erie 1 BOCES, or be conducted through an in-house program.
2. With the development of this NATP, KH LTC has developed a new position identified as Nurse Aid Trainee (NAT).
 - a. The NAT will be hired prior to the training program starting at their “home facility”, either HighPointe or DeGraff. Upon successful completion of the NATP and passing both parts of the nursing assistant certification exam (“certification exam”), the Nurse Aide Trainee will bid on a permanent position within their home facility. In the event the NAT does not pass the certified nursing assistant examination they may be considered for an external permanent position at KH LTC they are qualified for, or resign from the program.
 - b. NATs will be continuously recruited with the goal to start a new NATP once a class has graduated and tested.
 - c. Job duties prior to the NATP start date will include assisting on the nursing units in a capacity in which they have demonstrated competence and which does not need to be accomplished by a certified or licensed staff member. These duties may include, but are not limited to, transporting residents, answering call lights, making beds, passing water pitchers, interacting with residents, etc. Unit assignments prior to the training program start will be assigned by the staffing coordinator.
 - d. The NATP will be conducted at one central location at HighPointe. Once the training program has completed, the NAT will return to their home facility.
 - e. Once the NATP starts, the NATs will actively participate in all aspects of the program (i.e.: lab, classroom and clinical skills training), and comply with the NATP attendance expectation. Per NYS Department of Health regulations, NATs must achieve the minimum hours of training as identified in the approved training curriculum. Training will be comprised of classroom hours, lab hours and supervised clinical skills training/demonstration.

- f. NATs are expected to take the nursing assistant certification exams within ten days of completing the program. Exam dates will be scheduled by the NATP Program Coordinator and paid for by KH LTC.
 - g. NATs will be allowed to pick up additional work hours on the units outside of NATP hours, in areas where they are qualified to do so.
 - h. Compensation for the NATs will be at the Certified Nursing Assistant rate of pay. If the NAT is unable to successfully pass one or both sections of the certification exams, they may be considered for an external permanent position at KH LTC they are qualified for, or resign from the program. The facility agrees to pay for the cost of the certification exam, for up to two times, for a Nurse Aide Trainee in a three (3) month period of time, after completion of class. Future attempts will be at the Nurse Aide Trainees' own expense. If a current, post probationary employee from another department wishes to participate in the NATP they may bid on an open NAT position per provisions of **Article 53, Job Bidding and Transfers**. They will remain at their current rate of pay while in the NATP. After passing the certification exams and bidding on a C.N.A. position, their rate of pay will be adjusted to the appropriate rate for a C.N.A.
 - i. The parties agree that the Long Term Care clinical educators will receive appropriate training as pursuant to the NYS NATP Regulations. The Nurse Aide Training Program Coordinator or Nurse Aide Training Program Instructor(s) must be a registered professional nurse. The Program Coordinator must have two years' experience in a nursing home. The Program Instructor must have at least one year experience in a nursing home. Both the Coordinator and Instructor must demonstrate competency to teach adult learners as evidenced by at least one of the following:
 - a) Completion of a professionally recognized course in teaching adult learners or New York State Education Department teacher certification;
 - b) Two years of experience teaching nursing or nursing related programs to adults in an academic setting approved by the State Education Department or other recognized accrediting body; or
 - c) Two years of experience teaching nurse aides in a nursing home.
3. The parties agree and understand that the Nurse Aide Training Program and Nurse Aide Trainee are intended to increase the staffing coverage of KH LTC. The parties agree that this will be a pilot program for six (6) months and the success of that program will be reassessed at that time.
4. The employer will begin the posting process at the external phase of the process for these hard to fill positions.
5. The parties agree that those hired into the NATP will be eligible for the existing Long Term Care (HighPointe and DeGraff) sign on bonus. They will become eligible for their first

payment six (6) months after they become certified with the remaining two (2) payments to follow in six (6) month increments.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the 17th day of February 2022.