

**KALEIDA HEALTH**

**AND**

**COMMUNICATIONS WORKERS OF AMERICA,  
AFL-CIO**

**Clinical Engineering Collective Bargaining Agreement**

**July 1, 2021 – June 30, 2023**

Updated on 7/21/2023 to  
extend this contract through  
6/30/2026

## Table of Contents

ARTICLE 1 - AGREEMENT AND APPLICATION .....	1
ARTICLE 2 – RESPONSIBLE RELATIONSHIP .....	1
ARTICLE 3 - RECOGNITION .....	1
ARTICLE 4 – MANAGEMENT RIGHTS.....	2
ARTICLE 5 - AGENCY SHOP .....	2
ARTICLE 6 – UNION DUES DEDUCTION .....	2
ARTICLE 7 - POLITICAL ACTION FUND (PAF) .....	3
ARTICLE 8 - BULLETIN BOARDS.....	3
ARTICLE 9 - NON – DISCRIMINATION .....	4
ARTICLE 10 - ACCESS TO PREMISES FOR UNION REPRESENTATIVES.....	4
ARTICLE 11 - UNION REPRESENTATION.....	4
ARTICLE 12 - GRIEVANCE PROCEDURE .....	6
ARTICLE 13 - PROBATIONARY PERIOD.....	8
ARTICLE 14 - CATEGORIES OF EMPLOYEES.....	8
ARTICLE 15 - PER DIEM EMPLOYEES .....	9
ARTICLE 16 - CALL-IN PAY .....	10
ARTICLE 17 - ON-CALL PAY.....	10
ARTICLE 18 - OVERTIME .....	11
ARTICLE 19 - EMPLOYER ISSUED ELECTRONIC COMMUNICATION DEVICES .....	12
ARTICLE 20 - SHIFT DIFFERENTIAL .....	12
ARTICLE 21 - MILITARY LEAVE.....	13
ARTICLE 22 - JURY DUTY .....	15
ARTICLE 23 - BEREAVEMENT LEAVE .....	15
ARTICLE 24 - DISABILITY.....	16
ARTICLE 25 - WORKERS’ COMPENSATION.....	19
ARTICLE 26 - LEAVE OF ABSENCE .....	22
ARTICLE 27 – CONTRACTING OUT WORK .....	28
ARTICLE 28 - JOB DESCRIPTIONS .....	28
ARTICLE 29 - DOMESTIC PARTNER.....	28
ARTICLE 30 - TRAVEL.....	29
ARTICLE 31 - SELLING AND CLOSURE OF BUSINESS BY KALEIDA HEALTH .....	29
ARTICLE 32 - PERSONNEL FILES .....	30
ARTICLE 33 - LOUNGE AND LOCKER FACILITIES.....	30
ARTICLE 34 - PROGRESSIVE DISCIPLINE AND REMEDIATION.....	30
ARTICLE 35 - HOURS OF WORK AND WORK SCHEDULES .....	31
ARTICLE 36 - PAID TIME OFF.....	34

**ARTICLE 37 - HOLIDAYS..... 37**

**ARTICLE 38 - TIME AND ATTENDANCE..... 38**

**ARTICLE 39 - JOB BIDDING..... 41**

**ARTICLE 40 - LAYOFF AND RECALL ..... 42**

**ARTICLE 41 - RESIGNATIONS/TERMINATIONS..... 43**

**ARTICLE 42 - SENIORITY..... 43**

**ARTICLE 43 - COMMITTEES ..... 45**

**ARTICLE 44 - LABOR-MANAGEMENT/JOB SECURITY COMMITTEE ..... 45**

**ARTICLE 45 - SAVINGS CLAUSE ..... 46**

**ARTICLE 46 - NO STRIKE – NO LOCKOUT..... 46**

**ARTICLE 47 - EMPLOYER POLICIES ..... 46**

**ARTICLE 48 - ADMINISTRATION OF THE AMERICAN WITH DISABILITIES ACT ..... 47**

**ARTICLE 49 - HEALTH INFORMATION TECHNOLOGY ..... 48**

**ARTICLE 50 - TOOL ALLOWANCE ..... 48**

**ARTICLE 51 - SECURITY TECHNOLOGY ..... 49**

**ARTICLE 52 - BENEFITTED EMPLOYEE..... 49**

**ARTICLE 53 - MEDICAL AND PRESCRIPTION DRUG BENEFITS ..... 49**

**ARTICLE 54 - HOSPITAL DISCOUNTS ..... 52**

**ARTICLE 55 - WELFARE BENEFIT PLAN..... 54**

**ARTICLE 56 - DENTAL BENEFITS..... 55**

**ARTICLE 57 - LIFE INSURANCE AND AD&D INSURANCE..... 56**

**ARTICLE 58 - RETIREMENT PLAN ..... 57**

**ARTICLE 59 - SALARIES ..... 57**

**ARTICLE 60 - EQUIPMENT SERVICE TRAINING ..... 59**

**ARTICLE 61 - CLINICAL ENGINEERING CERTIFICATION FOR ADVANCEMENT ..... 59**

**ARTICLE 62 - PARKING ..... 59**

**ARTICLE 63 - CONTINUING EDUCATION PROGRAM ..... 60**

**ARTICLE 64 - TUITION ASSISTANCE..... 62**

**ARTICLE 65 – BARGAINING UNIT WORK/CLINICAL ENGINEERING JOB PROTECTION ..... 64**

**ARTICLE 66 – DURATION..... ERROR! BOOKMARK NOT DEFINED.**

**MEMORANDUM OF UNDERSTANDING #1 – RATIFICATION BONUS..... 66**

**APPENDIX A – GRIEVANCE FORM APPENDIX A - GRIEVANCE FORM..... 67**

**SIDE LETTER - TRAVEL ..... 69**

# **KALEIDA HEALTH & COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**

## **Clinical Engineering Bargaining Agreement**

### **Article 1 - Agreement and Application**

Section 1. This Agreement is 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 the “Union” or “CWA.”

Section 2. The provisions of this Agreement shall supersede and replace the corresponding provisions of any/all existing Kaleida policies that deal with the same issues.

### **Article 2 – Responsible Relationship**

The Employer and the Union 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 Union and their respective representative at all levels will apply the terms of this contract fairly in accord with its intent and meaning and consistent with the Union’s status as exclusive bargaining representatives of all employees covered by this contract. Each party shall bring to the attention of all employees in the unit 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**

Section 1. The Employer hereby recognizes Communications Workers of America, AFL-CIO, as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, for all of its employees in the collective bargaining unit certified by the National Labor Relations Board in Case 03-RC-257840.

Section 2. Except as excluded below, employees in the following titles in all categories of employment, employed by Kaleida Health as well as any new sites opened by the Employer within the Kaleida Health System are all included in the bargaining unit:

Inclusions: Except as excluded below, all Clinical Engineering employees employed by the Employer in the system wide Kaleida Health Biomed Clinical Engineering Department, in the job titles listed below.

The following Clinical Engineers job titles are included:

Advanced Imaging System Engineer  
Biomedical Equipment Tech I  
Biomedical Equipment Tech II  
Biomedical Equipment Tech III  
Biomedical Equipment Tech III, Imaging  
Biomedical Equipment Info Network Specialist (Network Operations Specialist)  
Clinical Laboratory Instrument Specialist  
Medical Equipment Processing Technician

All other employees are excluded.

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

#### **Article 4 – 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 along with the use of contractors and/or vendors to maintain the efficient operation of the business; 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 5 - Agency Shop**

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

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

#### **Article 6 – Union Dues Deduction**

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

upon their written request to the Employer, and such request should be directed to the appropriate Employer representative.

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

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

### **Article 7 - Political Action Fund (PAF)**

Section 1. The Employer agrees that, effective the first pay period following receipt of an individual written request on 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. Such revocation will be effective the pay period following the request.

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 8 - Bulletin Boards**

Section 1. The Employer maintains glass enclosed bulletin boards at each site for use by all bargaining unit members.

Section 2. The following kinds of materials or literature do not require prior advance notice;

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

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

Section 4. The Employer and Union will select one additional location at BGMC and MFSH for a bulletin board. 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 9 - Non – Discrimination**

Neither the Employer nor the Union shall discriminate against an employee on the basis of age, race, ethnicity, creed, religion, color, national origin, sexual orientation, military service, sex, gender identity and expression, disability, marital status, predisposing genetic characteristics, domestic violence victim status, union activity or membership status, or any other protected status all as defined by State or Federal laws.

### **Article 10 - Access to Premises for Union Representatives**

Section 1. Accredited union representatives not employed by the Employer will have reasonable access to the Employer premises to discharge the Union's duties as the employees' collective bargaining representative, and may do so at reasonable times by advance notice to, and the approval of the Director of Human Resources or his/her designee, so long as said officers or representatives do not interfere with the work of the employees in patient care areas and the orderly operation of the Employer/Hospital.

Section 2. It is agreed to and understood, that Union meetings may be scheduled on Employer property, subject to availability.

### **Article 11 - Union Representation**

Section 1. The Union may select from employees in the bargaining unit, one Chief Steward and one alternate steward, for a total of no more than two (2) for the purpose of handling grievances or other legitimate Union business. Paid time off as provided for in Section 4 of this Article shall be provided to Union designated Steward/Chief Steward.

Section 2. If a Steward/Chief Steward 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/Chief Steward for the period of the absence of such Steward.

Section 3. The Union shall furnish the Employer a listing of the designated Steward/Chief Steward. Wherever there is a change in Steward/Chief Steward, the Union shall give written notice to the Employer 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 4. The Steward/Chief Steward shall restrict their activities to the handling of grievances or other legitimate Union business. The Steward/Chief Steward shall not be permitted more than 12 total hours of paid time per pay period to conduct union business.

Section 5. The Employer shall not be obligated to pay Steward/Chief Steward 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 59, Salaries.

Section 6. The Steward/Chief Steward 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,

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 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. The employees who are elected or appointed to a bargaining committee for the purpose of negotiating a successor to this Agreement will be excused from work for contract negotiations and union bargaining caucus. The Employer will pay lost time wages for the time spent meeting with the Employer at the table in active negotiations.

Section 11. Steward/Chief Steward may request to be off a total of twelve (12) unpaid days or ninety (90) hours (to be used in any increment) per year for union business. Requests will be granted upon advance notification, providing the operation of the site is not adversely affected.

Section 12. 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, subject to the plan documents.

Section 13. The Union shall be provided two (2) hours at each new employee orientation for the purpose of addressing 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 12 - Grievance Procedure

Section 1. A grievance under this Agreement shall be defined as a claim of an employee, the employer, 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 will be initially presented at Step 2 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 procedure.

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.

Section 4. For a grievance to be treated as a valid one, it must be presented to an Employer representative in writing, as described in Section 3, within twenty (20) calendar days after the discussion with the Supervisor involved as outlined in Section 6 below.

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 and the aggrieved employee must attempt to resolve a grievance by first discussing it with the supervisor involved. If the grievance is not resolved, it shall 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: Grievances shall be presented in writing to the aggrieved employee's immediate supervisor for discussion with the Union Steward and the grievant, if the aggrieved employee is willing and able to attend. The discussion with the supervisor or his or her designee shall be held promptly after receipt of the grievance and within seven (7) calendar days. The supervisor or designee's written answer shall be made available to the Union Steward 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 Employer's Human Resources representative, or designee, which individual shall handle second step grievances for all sites within ten (10) calendar days after the receipt by the Union Steward of the written answer derived from the Step 1 discussion. The matter shall be investigated and discussed by the Human Resources representative, or designee, including such Employer representatives as are needed or appropriate, with the designee(s) of the Union, the grievant, if appropriate, and if the aggrieved employee is willing and able to attend. This meeting shall take place within seven (7) calendar days of the request unless mutually waived. The Human Resources representative, or designee, shall render a decision in writing to the Local Union President, or designee, 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 shall give notice of its desire to arbitrate the grievance by sending a letter to the Federal Mediation and Conciliation Service (FMCS) within forty-five (45) calendar days after receipt of the Step 2 answer, which:

- a.) requests arbitration identifying the grievance and including whatever forms are required by the Mediation Service; and
- b.) requests the Mediation Service to send to each party a list of seven (7) names of arbitrators.

Section 7. No later than fourteen (14) calendar days following receipt of the copy of the lists, a representative of each party shall alternately strike a name until one name is left. The determination of who strikes first may be made by the coin toss with the loser making the first strike. The remaining name shall be the arbitrator for that grievance. Either party may reject a panel of arbitrators and request one additional panel.

Section 8. Any grievance not answered within the specified time periods may be appealed to the next Step of the Grievance procedure immediately. Grievances 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 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. 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 12. 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 13. 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.

Section 14. The award of an arbitrator shall be final and binding on the Union, its members, the employee or employees involved and the Employer.

Section 15. 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 16. The arbitrator shall have no authority to alter, amend or change in any way the terms and conditions of this Agreement and shall confine their decision to a determination of the facts and interpretation, administration of, and compliance with the terms of the Agreement.

### **Article 13 - Probationary Period**

Section 1. All 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 14 - Categories of Employees**

Section 1. A regular full-time employee is defined as one who is regularly scheduled to work thirty-seven and a half (37.5) hours in a work week (or seventy-five [75] hours in a pay period).

Section 2. A regular part-time employee is defined as one who is regularly scheduled to work less than thirty seven and one half (37.5) hours in a work week but works a minimum of thirty seven and one half (37.5) hours in a pay period.

Section 3. A per diem employee is defined as one who is scheduled as per Article 15, Per Diem Employees of this Agreement.

## **Article 15 - 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.

Section 2. When a per diem position in the bargaining unit is vacant, it must be posted and filled in accordance with Article 39, Job Bidding, before it can be offered to an external candidate.

Section 3. Per diem employees will have seniority as defined in Article 42, Seniority.

Section 4. Orientation:

- a.) Orientation requirements will be determined by the manager.
- b.) Per diem employees will be required to complete the annual review packet.

Section 5. Per diem employees will not be used to permanently replace regular employees. Per diem employees will be required to work three (3) shifts per month.

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

- a.) Per diem employees will submit their time requests as per Article 35, Hours of Work and Work Schedules. Per diem time requests will be considered after the requests of all benefitted employees. The Employer will make a reasonable effort to accommodate these requests.
- b.) Per diem employees shall give the Employer at least four (4) hours notice for cancellation of any given shift.
- c.) The Employer shall give per diem employees at least one (1) hour notice of cancellation of services for any scheduled shift.

Section 7. Benefits:

- a.) In recognition of Section 196b of the New York State Labor Law, per diem employees shall accrue up to a maximum of fifty-six (56) hours per year in accordance with the NYS Sick Leave, Section 196b of the NY Labor Law, at a rate of one (1) hour per every thirty (30) hours worked. Per diem employees may use these hours in accordance with the law in four (4) hour blocks. These hours will be carried over from year to year up to maximum of fifty-six (56) hours. These hours are not payable at termination from employment, but will transfer should a per diem employee be hired into a benefitted position.
- 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 59, Salaries. Per diem employees shall receive step increases as per Article 59, 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 benefitted employee shall be retained for the duration of their employment.
- i.) If a per diem employee changes status to a benefitted position, 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.) Per diem employees shall be entitled to all Employer discounts (i.e., hospital discounts).

Section 8. Benefitted 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 16 - 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 17 - On-Call Pay**

Section 1. An employee (CE 2 and above) will be considered "on-call" and entitled to on-call pay as described in this Article when scheduled to take call, and:

- a) When the employee must carry a beeper, a Kaleida paid cell phone or utilize their own cell phone 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.

Section 2. An employee will not be considered on-call in any situation other than those described above.

Section 3. An employee on-call as described in a.) and b.) above, will be entitled to a weekly stipend of six hundred dollars (\$600) a week, prorated for employees who are on-call for less than a week.

Section 4. When paged or called, on call employees will initiate follow-up communication (call back) or acknowledge ticket within 30 minutes of initial contact. If it is determined that the on-call person must go to the site, (by hospital leadership) the employee shall arrive onsite within 2 hours from when hospital leadership determines the on call person must report.

The on-call person will clock in with each after hour call back. If it is determined that the on-call person must go to the site, an employee shall be entitled to a minimum of four (4) hours pay from the time they answered the call 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. 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.

If it is determined that the on-call person does not have to go to the site, the on-call person will be paid a minimum of fifteen (15) minutes or for actual time worked if longer.

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 overtime rate, 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. 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 7. Only hours actually worked when the employee is called in will be paid at time and one half times the base rate. All worked hours will be considered for the purpose of calculating overtime.

Section 8. Any employee who pays to park when responding while on-call will be reimbursed.

Section 9. Development of on-call guidelines will be completed by a committee of members, management and Union representation within 3 months of ratification of this agreement.

### **Article 18 - 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 scheduled 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 shift differential) for actual hours worked in excess of forty (40) hours in a scheduled week.

Section 3. 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 4. 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 5. Overtime must be authorized in advance by the appropriate supervisor or designee, if available.

### **Article 19 - Employer Issued Electronic Communication Devices**

Section 1. Each BMET-2 and above will be provided with one of the following options:

- a.) an employer-issued cell phone to be used for work purposes only
- b.) A stipend of one hundred and fifty dollars (\$150) per quarter reimbursement if they choose to use their own smart phone.

They will carry and answer or return calls/texts to their phone during working hours and while on-call

Section 2. Each employee required to have electronic devices during working hours will be provided with an employer-issued electronic device to be used for work purposes only. They will carry their electronic device during working hours or while on-call. Employees are responsible for all electronic devices issued to them, and are to be used for work purposes only.

It is understood that, if in the future telephonic function is added to the employer issued electronic devices, the employer issued phones or stipend will end at the beginning of the month following the change.

### **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 59, Section 3. Shift differential will be paid for all hours worked on that shift.

Section 5. Shift differential will be paid for a scheduled eight (8) hour shift, paid seven and one half (7.5) hours/day, 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. 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 7. 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 8. There shall be no pyramiding of shift differential.

Section 9. Shift differential premiums shall be as defined in Article 59, Salaries.

Section 10: Shift differential will be paid for:

Evening Shift: majority of hours scheduled, inclusive of a one-half (1/2) hour unpaid meal period between 3:00 pm and 11:00 pm;

Night Shift: majority of hours scheduled, inclusive of a one-half (1/2) hour unpaid meal period between 11:00 pm and 7:00am

### **Article 21 - 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. A completed Leave of Absence Request Form and the 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.

Section 8. Reinstatement Rights. 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 9. If the military leave is 30 days or less the employee must report to work on the first scheduled work day following completion of service and his/her return home from military service, including reasonable time for travel from place of service. The manager must notify Human Resources that the employee has returned via an employee change form.

Section 10. If the military leave is more than 30 days but less than 181 days, the employee must apply for reinstatement within 14 days of completion of service. If the military leave is 181 days or more, the employee must apply for reinstatement within 90 days following completion of service.

## **Article 22 - Jury Duty**

Section 1. In the event an employee is required to serve jury duty, the Employer shall compensate all 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 required 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.

Section 5. Management reserves the right to request verification of hours served.

Section 6. Hours paid for jury duty shall not be considered as hours worked when calculating overtime hours.

## **Article 23 - 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 24 - 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 (8<sup>th</sup>) 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 (14<sup>th</sup>) 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 36, 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 3(g) 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 NYSDBL, the disabled employee has the option of utilizing his/her PTO once his/her ESB has been exhausted and as outlined in Article 36, 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.

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 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 (52<sup>nd</sup>) 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 42, Seniority, Section 2.
- e.) When employees are certified as able to return to work, and return prior to 52 (fifty two) weeks of leave elapsing, will return to the position they held prior to their disability. Employees who return after 52 (fifty two) weeks of leave will be returned to the position they held prior, if

available. If the position they held previously is not available, they will be able to take any vacancy to which they are qualified.

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 25 - 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 NYWCL. 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 24, 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 (8<sup>th</sup>) 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 26, 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 base 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.

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 the Americans with Disabilities Act (ADA), or the Family and Medical Leave Act (FMLA).
- d.) 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 (78<sup>th</sup>) cumulative 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 42, Seniority, Section 2.
- e.) If an employee is unable to be accommodated 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.

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 42 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 if they return within fifty-two (52) weeks. Employees who return after fifty-two (52) weeks of leave will be returned to the position they held prior, if available. If the position they held previously is not available, they will be able to take any vacancy to which they are qualified.

## **Article 26 - 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.) Family and Medical Leave Act (FMLA per statute); and
- f.) 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 12. for FMLA and/or Section 15. 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 leave 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. Union Business Leave: Subject to the limitations of unpaid leave in the Article 11, Union Representation: Employees 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.

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 or PFL 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 42, 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. 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, stepchild, 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 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 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 FMLA 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, 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. 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 14. 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 this 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 15. 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 16. Information/data on Leave(s) of Absence, approved and denied, will be presented on a monthly basis at the Labor Management Committee.

## **Article 27 – Contracting Out Work**

Section 1. Contracting out of work that is normally, customarily and currently 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 continue current practice of utilization of contractors/vendors consistent with the provisions of the Bargaining Unit Work/Clinical Engineering Job Protection Article 65; 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. A report will be presented at the monthly Labor Management Committee meetings on any new or additional work that is normally, customarily, and currently performed by the bargaining unit, which is being performed by a contractor.

## **Article 28 - 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 during their labor management 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.

Section 6: Within three (3) months of ratification, the Union representatives, HR and Management will meet to review/modify all job descriptions in the Clinical Engineering Department.

## **Article 29 - 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.

Employees must have their domestic partner registered with the Human Resources Department to take advantage of the following benefits:

- a. Bereavement Leave in the event of the domestic partner's death;
- b. Leave of Absence to care for a domestic partner or as related to the domestic partner's death and any other benefit provided by law.

### **Article 30 - Travel**

Section 1. Employees who are required to travel in their personal vehicle, in the performance of routine duties, will be fully reimbursed for:

- a.) parking;
- b.) tolls; and
- c.) automobile mileage at the existing IRS rate.

Section 2. 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.

(See Side Letter: Travel)

### **Article 31 - Selling and Closure of Business by Kaleida Health**

Section 1. Prior to the Employer closing, selling a business or discontinue a service line, which will result in job loss for clinical engineering, 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.
- d.) 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 detailed 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 32 - 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. The file review will take place in the presence of a Human Resources Representative. 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 33 - 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 34 - 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 five [5] 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 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 five (5) 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.

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 35 - 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 for employees working is five (5) days per week, scheduled

eight (8) hours/day, paid seven and one-half (7 ½) hours/day, shifts shall be:

Day Shift: majority of hours scheduled, inclusive of a one-half (1/2) hour unpaid meal period between 7:00 am and 3:00 pm;

Evening Shift: For MEPTs ONLY: majority of hours scheduled, inclusive of a one-half (1/2) hour unpaid meal period between 3:00 pm and 11:00 pm;

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 permanent change in the scheduling method or starting and ending times in any department, where possible 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. These changes will be presented at the Labor Management Committee meeting.

Section 4. For MEPTs ONLY Work schedules must be posted one (1) week in advance of the time block. A time block will be defined as a four (4) week period consistent with the Kaleida calendar of time blocks. Posted work schedules may not be changed without the knowledge and agreement of the responsible manager and the affected employee.

Section 5. For all other titles: Employees are variable site and starting time. Work at other sites will be self-scheduled by the technician responsible. Additionally, employees may not be mandated to work evenings, nights or weekends. Employees will be given advanced notice of any changes in their normal work schedules. Each need will be identified by title and filled by seeking volunteers first, then by scheduling in inverse order of seniority.

Section 6. For MEPTs ONLY: Time requests will be made two (2) weeks in advance of the monthly time block on a form provided by the employer. The approval or disapproval of these requests will be included on the posted schedule (MEPT only). Approval of requests will be distributed as evenly as possible. Should a conflict arise between a requested day off and PTO, the request for PTO will take preference. If a conflict still exists, seniority will govern.

Section 7. When time requests are submitted after the schedule is posted (MEPT only), 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 8. Extra shifts will be defined as an opening that exists on a 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 to those qualified to perform the assignment beginning with the most senior employee in the job title at the site, then in the job title at

any site, and finally in any job title at any site, to employees who have requested extra time and as follows:

- a.) a benefitted employee who can work extra hours without incurring overtime;
- b.) a per diem employee who can work extra hours without incurring overtime;
- c.) full-time employees who will incur overtime, in seniority order on a rotating basis (wheel).

Section 9. 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:

Section 10. For MEPTs ONLY: Employees shall not be mandated to work more than one-half (1/2) of the weekend shifts in any time block.

Section 11. 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 (1/2) of their shift for employees working eight (8) hours.
- 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 when they are unable to take a meal break so that they may facilitate a break for them, 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 12. Time worked shall be recorded by an automated time system, at the Employer's option.

**Article 36 - Paid Time Off**

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

PTO			
Years of Service	Accrual Rate per Hours	Maximum annual hours	# of days
Start date to Last Day of 4th Year	.1269	247.5	33
First Day of 5th Year to Last Day of 9th Year	.1462	285	38
First Day of 10th Year to Last Day of 24 <sup>th</sup> Year	.1538	300	40
First Day of 25 <sup>th</sup> Year forward	.1615	315	42

Section 2. All full-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 3. 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 4. 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.

Section 5. 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. Hours are banked on the Monday following pay day each pay period.

Section 6. 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 previous pay period.

Section 7. 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 8. 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 and 4 above. It is understood that:

- a.) PTO and ESB is not earned for time spent on-call as per Article 17, On-Call Pay; or for time spent on an approved unpaid leave of absence as per Article 26, Leave of Absence.
- b.) excused union representation time, as per Article 11, 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 9. Paid Time off will be reported/requested as follows:

- a.) The calendar year shall be divided into two (2) periods. These requests will be approved by seniority:
  - 1.) Period 1 will be by November 1 of the preceding year for all time requests for January 2 through June 30;
  - 2.) Period 2 will be by March 1 for July 1 through December 31.

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. All requests and notifications will be done electronically (this may include inside the automated system or by email or text)

- b.) PTO may also be requested on a day to day basis, first come first serve, with 24 hours notice to management. These days will be approved at the time of the request and not unreasonably or arbitrarily denied. If the manager fails to respond, the PTO will be automatically approved.
- c.) Unscheduled absences must be reported at least one (1) hour prior to the start of the employees shift.
- d.) 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 defined in section 8 above.
- e.) Up to two (2) shifts of paid time off will be designated for personal reasons.

Section 10. 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

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

Section 11. 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 12. 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) hours of PTO per pay period.

Section 13. 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 14. There is no limit on the amount of time that can be accumulated in the ESB during the employee's total service with the Employer.

Section 15. 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 twenty-four (24) hours for part-time employees. Negative balances are not permitted while on an inactive status.

Section 16. 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 17. 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 seventy-five (75) hours for full-time employees, and thirty-seven and one half (37.5) hours for part-time employees.

Any PTO balance in excess of the required carryover amount, as defined in this section, will be bought out in cash based on the rate of pay in effect at the time payment is made and automatically included in the employee's paycheck, after the end of the first four (4) pay periods in the new plan year.

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 18. Year-end PTO balances in excess of the required carryover amounts defined in Section 17 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 December 31 of each year.

- 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 (inclusive of shift differential), in a separate pay check, 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.
- d.)

### **Article 37 - Holidays**

Section 1. Employees who work on New Year's Day, Memorial Day, 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.) Eight (8) Hour (or less) Shift Employees:
  - i) 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.
  - ii) 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 begin at 3:00 pm December 31, including 11:00 am - 7:00 pm shift.

Section 2. For departments that will close to celebrate a holiday, the following will apply for scheduling purposes only.

- a.) If the major holiday falls on a Saturday, Friday will be considered the holiday.
- b.) If the major 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.

Section 3. MEPT only: When the department must remain open for the six (6) major 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. Holiday selection (MEPT only):

- a.) The holiday preference list will be posted February 1<sup>st</sup>. Anyone volunteering for a holiday may sign up and be assigned that holiday to work. The list will be approved March 1<sup>st</sup> for that calendar year, inclusive of the New Year's Day holiday. The holiday sign up list will be available to all sites.
- b.) Employees who prefer not to work a holiday must notify their manager by March 1<sup>st</sup> for that calendar year and will be granted the day off.
- c.) If all holidays are not staffed, the holiday will be opened up to other job titles within the bargaining unit on a voluntary basis in seniority order.
- d.) If there are no volunteers to work the holiday, it will be assigned to the least senior Medical Equipment Processing Technician who did not work the holiday the previous year (at their home site only).
- e.) Employees can only be assigned to work a holiday twice in a calendar year.
- f.) Holidays will be assigned in reverse seniority order on a continuously rotating wheel.

### **Article 38 - Time and Attendance**

Section 1. All non per diem employees are required to notify their department manager, at a designated Kaleida extension, 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 15, Per Diem Employees Section 6(b).

Section 2. The following procedure will apply to employees who are absent from work. In applying the penalties set forth below, it is understood that every employee is allowed fifty-six (56) hours of unscheduled absence (June 1 through May 31) without penalty. The Employer and the Union acknowledge that the collective bargaining agreement between the parties contains comparable benefits and specifically acknowledges Section 196-b of the New York State Labor Law.

Any use of these fifty-six (56) hours, shall not be counted as an absence for the purpose of moving to any level of discipline below:

- a.) After fifty-six (56) hours 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 fifty-six [56] hours)

- b.) On the first occurrence of unscheduled absence after the hours permitted in Section 2 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 for a twelve (12) month period from the date of the last absence.
- c.) Once an employee has received a verbal warning as set forth above in paragraph b, the next occurrence of unscheduled absence from the date of the last absence beyond the hours permitted in Section 2 above, will result in receipt of a written warning. A copy of said warning will be placed in the employee's personnel file and remain there a twelve (12) month period, from the date of the last absence.
- d.) Once an employee has received a written warning as set forth in paragraph "c" above, the next occurrence of unscheduled 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. A copy of said suspension will be placed in the employee's personnel file and remain there until the end of a twelve (12) month period.
- e.) Any employee who has received a suspension without pay pursuant to paragraph d.) above and is absent an additional time 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. 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, or any other pandemic type illness which do not qualify for FMLA or Disability.
  - (5.) If an employee is mandated to quarantine per Local, State or Federal Health Authorities, these absences will not count as occurrences and will be considered to be paid leave.

Section 4. 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 34, Progressive Discipline and Remediation.

#### FOR MEDICAL EQUIPMENT PROCESSING TECHS ONLY

#### Section 5. Tardiness.

- a. An employee is considered tardy when he or she arrives for work after the employee's regularly scheduled starting time.
  - 1. 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 five (5) minutes or less.
  - 2. 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.
  - 3. A second counseling will occur if an employee is tardy an additional two (2) times in the next sixty (60) calendar days.
  - 4. 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.
  - 5. An employee who is tardy again in the next sixty (60) days will be suspended for two (2) days without pay.

6. Another instance of tardiness in the ninety (90) days following the return of the employee from his or her two (2) day suspension without pay will result in termination.
  7. It is understood that an employee will be offered union representation (if applicable) at each step of this procedure.
  8. None of the steps set forth in this Section 5(a), paragraphs 2 through 6 may be skipped.
- b. 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, employee moves back to step 3. If the employee is not tardy again within the next sixty (60) days the employee will return to step 2. Any written record of discipline for tardiness placed in an employee's personnel file will be removed after the appropriate time frames listed in all steps above.

### **Article 39 - Job Bidding**

Section 1. All job vacancies will be posted as follows:

- a.) The position will be posted on Kaleidascope for seven (7) calendar days.
- b.) The posting shall include the position (job title), posting dates, status, hours per pay period, shift, starting and ending times, 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.) Employees may not be accepted for posted positions until they have completed six (6) months of employment. In addition, an employee who has transferred to a position must remain in that position for six (6) 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 six (6) month limit. This paragraph shall not apply to intra cost center shift change or intra cost center status changes.

Section 2. Posted positions shall be filled by the most senior qualified applicant from within the bargaining unit. If the position cannot be filled from within the bargaining unit, 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. 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.

Section 3. A qualified applicant shall be defined as an employee who possesses the entry level qualifications in the job description and is able to do the work when required. Ability to do the work and documented performance, inclusive of disciplinary record, may be considered when awarding a position. 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 sixty (60) calendar day trial period exclusive of any classroom training required. 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.

## Article 40 - Layoff and Recall

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

- a.) by providing the Union and affected employees with at least two (2) weeks notice of the effective date of the layoff;
- b.) by subjecting to layoff the least senior employee or employees in the job title, grade, skills, shift and category of employment;
- c.) all temporary and then probationary employees will be terminated first;
- d.) a full-time employee with seniority who is subject to layoff will have the option of a bump to a lower category of employment;
- e.) employees who volunteer to be subjected to layoff, by seniority in the job title, and category of employment;
- f.) employees may drop shift and or category of employment any step below.

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 their category of employment, grade, skills, job title and shift provided the employee meets the requirements for hiring into that position.

Step 2: Second, if no vacancy exists, then the employee subject to layoff may bump the least senior employee in their category of employment, grade, skills, job title and shift.

Step 3: Third, if the employee cannot be placed in their category of employment, grade, skills, job title and shift, they shall be offered the option to bump the least senior employee in the next lower grade but in their category of employment and shift, provided the employee meets the requirements for hiring into that position and has more seniority than the incumbent.

Step 4: Fourth, if there is no less senior employee in the next lower grade in their category of employment and shift, the employee may bump the least senior employee in the next lower grade, in their category of employment and shift provided the employee meets the requirements for hiring into that position.

Step 5: Fifth, if the employee cannot be placed in the next lower grade, they will continue to drop to the next grade but in their category of employment and shift. Provided the employee meets the requirements for hiring into that position and has more seniority than the incumbent.

Section 3. When an employee is bumped, they shall have all the rights of this Article as if there 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 representative within twenty-four (24) hours of the time they were 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. 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 category 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 as per Section 2.

Section 7. Recalls from layoff will be by certified mail to the employee's last known address, and will give the employee a minimum of fourteen (14) calendar days to report for work after such notification.

Section 8. Employees who are unsuccessful in their optioned position within the first thirty (30) days will be placed on lay off. They will retain all recall rights.

Section 9. Employees on lay off will have recall rights for five (5) years or their length of service, whichever is less.

#### **Article 41 - 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 Article 36, Paid Time Off.

#### **Article 42 - Seniority**

Section 1. 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 the covered bargaining unit.

Section 2. In addition to corporate seniority, the following employees shall also carry "bargaining unit seniority" which shall mean the length of unbroken service beginning with their most recent date of transfer into this bargaining unit as specified in a.) through c.) below.

- a.) an employee who holds a management position and who enters this bargaining unit;
- b.) an employee from a union bargaining unit not covered by this Agreement who enters this bargaining unit;
- c.) an employee from a non-union position who enters this bargaining unit;

Regardless of whether the term corporate seniority or bargaining unit seniority is used in this Agreement, employees with both corporate seniority and Bargaining unit seniority shall use their corporate seniority to determine PTO accrual, pay steps and pay scales where length of service is a factor and bargaining unit seniority when competing with other employees (e.g., layoffs, recall, job bidding, time off requests, etc.).

Section 3. 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.) fails to report to work on the date agreed upon for return from a leave of absence;
- e.) 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;
- f.) is laid off for a period equal to their length of service or a minimum of one hundred and four (104) weeks;
- g.) 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 an updated seniority list that will be available for inspection by members of the bargaining unit.

Section 5. 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.

## **Article 43 - Committees**

Wherein there are existing labor management committees which address the subjects of: Medical and Retirement plans, EAP, Workplace Health and Safety, Workplace Violence, Parking, Oversight and Reviewing jobs for market analysis, the CWA Executive Board member or AVP responsible for the Clinical Engineering unit will attend on behalf of the unit. If there is a specific concern that arises during these committees which pertains specifically to the Clinical Engineering unit, it can be placed on the agenda for the Clinical Engineering Labor Management Committee for further discussion.

## **Article 44 - Labor-Management/Job Security Committee**

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. As a general rule, grievance issues and contract interpretation issues should be discussed in other forums, but items of significance concerning safety and health, workplace violence, EAP, job descriptions, Oversight, parking and the like may be added to the agenda.

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 Clinical Engineering Department leadership, 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 three (3) members of the Union. The hours will be deducted from the allotment in Article 11, Union Representation, section 11.

Section 4. All agenda items shall be exchanged at least forty-eight (48) hours prior to the meeting.

Section 5. During these meetings job security presentations may also be presented, which establish changes in the staffing plan for the department.

Section 6. 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 7. 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 45 - 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 46 - No Strike – No Lockout**

Section 1. There will be no concerted failure to report to work, cessation or interruption of work, slowdown, 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, or work stoppage, 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 47 - 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.

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 or issue new Human Resources policies which would affect this unit, the Employer will inform the Union by email and provide a copy of both the current and the revised policies. The new or revised Human Resources policy will be placed on the next LMC agenda for discussion.

Section 4. After discussion at the LMC, the Employer will post and circulate the new or revised policies among the employees in the affected bargaining unit for a period of fourteen (14) calendar days prior to implementation and will forward a copy to the Unions.

## **Article 48 - Administration of The American with Disabilities Act**

Section 1. The Americans with Disabilities Act (ADA) and ADA Amendments Act of 2008 (ADAAA) requires an employer to provide reasonable accommodation to qualified individuals with disabilities who are employees or applicants for employment, unless to do so would cause undue hardship to the employer. Kaleida Health will not discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment. Kaleida Health will provide reasonable accommodation to the known physical or mental limitations of an otherwise qualified employee or applicant in accordance with the ADA and ADAAA.

Kaleida Health will reasonably accommodate qualified individuals with a temporary or long-term disability allowing them to perform the essential functions of a job. Reasonable accommodation is any change or adjustment to work environment or in the way things are customarily done that does not cause an undue hardship on the facility and which permits a qualified applicant to participate in the job application process, to perform the essential functions of a job, or to participate as an employee without a disability would.

An individual who can be reasonably accommodated for a job, without undue hardship, will be given the same consideration for that position as any other applicant. There is no time requirement for employee service before employees qualify for ADA/ADAAA coverage.

All employees are required to comply with safety standards. Employees who pose a direct threat to the health or safety of themselves or other individuals in the workplace will be placed on appropriate reasonable accommodation of leave until an organizational decision has been made in regard to the employee's immediate employment status.

Integrated Absence, site Human Resources and Employee Health, are responsible for implementing this policy, including resolution of reasonable accommodation, safety, and undue hardship issues in accordance with 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 if and 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 49 - Health Information Technology**

Section 1. The Employer shall provide the Unions notice of any major new proposed technological change that impacts employees across Kaleida. The Employer will provide updates of such new or revised information as it becomes available. This notice shall take place at Oversight Committee, and the CWA AVP responsible for Clinical Engineering will communicate the information to the members.

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 50 - Tool Allowance**

Section 1. All employees will be entitled to the following work related expense allowances.

- a.) Tools: The Employer will supply tools necessary for the performance of the job. In the case of the employee bringing their own tools to do the job, such tools must be preapproved by the employer. Their own hand tools must be 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.

b.) All test equipment will be supplied, maintained and calibrated by the Employer.

### **Article 51 - 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.

### **Article 52 - Benefitted Employee**

A benefitted employee is an employee who is hired into a position of .5 FTE or greater. A benefitted employee will be entitled to all benefits outlined in this agreement including but not limited to Salaries, PTO and Health Insurance.

### **Article 53 - Medical and Prescription Drug Benefits**

Section 1. Upon ratification of this agreement the Employer will provide the Union Align medical and prescription drug plan to all employees covered by this Agreement.

Section 2. The Kaleida Health Medical and Prescription Drug Plan is administered by a third party administrator (TPA) 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 with coverage becoming effective the following January 1<sup>st</sup>. An eligible employee may select any available coverage option.

Section 4. Coverage will begin on the first day of the month following or coinciding with completion of sixty (60) calendar days of employment for new hires. Eligible employees may elect to begin coverage the first of the month following hire by incurring one hundred (100%) percent of the group plan cost until such time as they complete 60 days of employment.

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 sixty (60) 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, if any, will be taken from the employee's final pay check.

Section 7. The Employer will contribute the following toward the cost of medical and prescription drug for all employees who elect coverage:

Single Coverage Full-Time: 90%  
Employee Plus Spouse Full-Time: 80%  
Employee Plus Child(ren) Full-Time: 80%  
Employee Plus Family Full-time: 80%

Single Coverage Part-Time: 57.5%  
Employee Plus Spouse Part-Time: 55%  
Employee Plus Child(ren) Part-Time: 55%  
Employee Plus Family Part-time: 55%

Section 8. Contributions to premium payments by the Employer shall not begin until the first of the month following sixty (60) 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 through COBRA Continuation or switch to an available Medicare Advantage plan offered by the same carrier of the plan they participate in at time of retirement subject to the insurance company's underwriting and eligibility requirements. The retiree will be responsible for one hundred percent (100%) of the cost of the post-retirement plans.

Section 10. 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 11. The following prescription drug co-pays will apply:

	<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>
a.) Non-Kaleida Health facility	\$5	\$20	\$40
b.) Mail Order Pharmacy	\$10	\$40	\$80

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.

Section 12. The Employer and the Unions acknowledge 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. Committee meetings will be held on a quarterly basis. The CWA 1168 executive board member who attends on behalf of CWA will also represent the Clinical Engineering unit.

Section 13. Medical Plan Designs Effective January 1<sup>st</sup> following Ratification.

Benefit Level	Non - Union Align Plan Design							
			Optimum Choice (deleting CHS)		Flexible Choice		Out of Network	
			Up Front		Up Front		Up Front	
Deductible			N/A		\$2000/\$4000		\$2000/\$4000	
Coinsurance			N/A		30%		30%	
OOP Maximum			\$6,350/\$12,700		\$6,350/\$12,700		\$10,000/\$20,000	
<b>Medical Services</b>								
PCP Office Visits			\$15		\$30		Ded/Coinsurance	
Specialist Office visits			\$30		\$60		Ded/Coinsurance	
Preventative Office Visits & Immunizations			\$0		\$0		Ded/Coinsurance	
Diagnostic x-rays, including MRI			\$30		Ded/Coinsurance		Ded/Coinsurance	
Laboratory testing *			\$0		Ded/Coinsurance		Ded/Coinsurance	
Occupational, speech, physical therapy			\$30		\$30		Ded/Coinsurance	
Chiropractor Office Visits			\$30		\$60		Ded/Coinsurance	
<b>Hospital Care</b>								
Inpatient <i>\$500 First Family Discount</i>			\$500		Ded/Coinsurance		Ded/Coinsurance	
Outpatient surgery facility			\$75		Ded/Coinsurance		Ded/Coinsurance	
Emergency room visit (waived if admitted)			\$120		\$120		\$120	
Emergency ambulance (medically necessary)			\$120		\$120		\$120	
<b>Other Services</b>								
Durable medical equipment			50%		50%		Ded/50%	
Annual maximum			\$1,000					
Home health care			\$15	N/A	Ded/Coinsurance		Ded/Coinsurance	
Orthotics			Not covered		Not covered		Not covered	
Urgent Care			\$60		Ded/Coinsurance		Ded/Coinsurance	
Away from Home Guest Membership			Available					
OB Deliveries at CHS (Notes below)			Considered In-Network		Ded/Coinsurance		Ded/Coinsurance	
Medical Services & Cancer Center (conditions under treatment prior to 1/1/2020)			Considered In-Network		Ded/Coinsurance		Ded/Coinsurance	
<b>Prescription Drugs</b>								
Retail Pharmacy			\$5/\$20/\$40		N/A		N/A	

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 54 - 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	<p>Inpatient deductible is waived when using a Kaleida Health facility up to a maximum of \$500.</p> <p>Four (4) free valet parking passes.</p> <p>Free television service.</p> <p>Cafeteria discount passes.</p>	40% discount.
Pharmacy	<p>\$5 reduction on co-pays for all prescriptions filled at a Kaleida Health Retail Pharmacy.</p> <p>Maintenance drug prescriptions will be filled for a three (3) month time frame for a two (2) month co-pay.</p> <p>Over-the-counter medications available at cost plus 10% if</p>	Over-the-counter medications available at cost plus 10% if

	purchased by employees at a Kaleida Health Retail participating pharmacy or gift shop.	purchased by employees at a Kaleida Health Retail participating pharmacy or gift shop.
	15% discount on retail price of over-the-counter medications at Kaleida Health Retail Pharmacy.	15% discount on retail price of over-the-counter medications at Kaleida Health Retail Pharmacy.
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 55 - Welfare Benefit Plan**

Section 1. The Employer will make available to all employees a welfare benefit plan called the Kaleida Health Your Spectrum of Choices Benefits 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.) Basic Employee Life Insurance
- f.) Employee Basic and Supplement Life and AD&D Insurance;
- g.) Dependent Supplemental Life and AD&D Insurance (Spouse/Child);
- h.) Long Term Disability Insurance.
- i.) Employee Assistance Plan

Section 2. The Kaleida Health Your Spectrum of Choices Benefit Plan is an employee welfare plan within the meaning of ERISA and includes by reference an IRS section 125 cafeteria plan. 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 change in status event as defined by the Internal Revenue Service. All benefits are subject to the applicable Summary Plan Description and insurance policy provisions.

Section 3. Employee contributions to medical and prescription drug plan premiums, dental plan premiums and the medical and dependent care flexible spending accounts will be deducted from employees' pay on a pre-tax basis. Employee contributions to supplemental life and AD&D 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 in the plan document.

Section 5. Accidental Death & Dismemberment (AD&D): Employees may elect to purchase additional supplemental group 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 to purchase additional group long term disability insurance for themselves.

Section 7. The Employer will provide all employees who participate in a group life insurance, group Long Term Disability and Group Health Insurance with a plan description from the provider.

Section 8. Employees may elect to purchase additional voluntary short term disability insurance for themselves. Policy descriptions are available from the insurance provider. Voluntary 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.

### **Article 56 - 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 subject to plan provisions:

- 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.) \$1,500.00 annual maximum; and
- f.) two fluoride treatments per year.

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 change in status event, or during the annual open enrollment period 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 sixty (60) calendar days of employment for new hires. Employees may elect to begin coverage on the first day of the month following date of hire, if they pay the full cost until such time as they complete sixty (60) days of employment.

Section 4. For employees who transfer to an eligible status, eligibility for coverage begins on the first day of the month following the change in status, provided the employee has already completed sixty (60) calendar days of employment. Otherwise, coverage begins on the first day of the month following sixty (60) days of employment.

Section 5. For employees enrolled in the Kaleida Health Dental Plan, the Employer will pay fifty percent (50%) of the cost of the premium for single coverage or thirty-five percent (35%) of the cost of the premium for family coverage beginning in January 2022.

Section 6. 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 57 - Life Insurance and AD&D Insurance**

Section 1. The Employer will provide, without cost to the employee and in accordance with the provisions of a group life and AD&D insurance program basic life coverage that is equal to one (1) times annual base salary (rounded to the next higher one thousand dollars [\$1,000]) for all employees having one (1) or more years of continuous employment.

Section 2. The Employer shall make available to all employees eligible for the group life insurance plan, supplemental Employee and Dependent Life Insurance and AD&D Insurance. Employees will pay the full cost of any supplemental plans they select.

- a.) Eligible employees may obtain additional life insurance on themselves or purchase life insurance coverage on their spouse, dependent children, 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 and AD&D 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 58 - Retirement Plan

Section 1. Employees covered by this Agreement will continue to receive retirement benefits under the following plans:

- a.) Kaleida Health Pension Growth Plan
- b.) Kaleida Health Savings/Investment Plan

Section 2. For the purposes of this Article the Kaleida Health Pension Growth Plan consists of:  
a.) Cash Balance formula;

Section 3. Effective upon ratification of this Agreement, Employees who retire (as defined in the plan) under the Kaleida Health Pension Growth 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 be translated into Pay Credits, consistent with the plan documents.

Section 4. The Employer and the Union agree that one (1) union representative from this bargaining unit will participate in the Retirement Awareness Committee.

Section 5. All employees who are eligible to participate in the Kaleida Health Savings/Investment Plan may also be eligible to receive employer matching contributions, pursuant to plan documents as follows:

- a.) Kaleida Health will match up to fifty percent (50%) for the first four percent (4%) of qualified compensation an employee contributes to the plan.

Section 6. The Cash Balance Formula of the Kaleida Health Pension Growth Plan for all eligible participants will be as follows:

- a.) Pay credits as follows:
  - i.) Three percent (3%) of pay for employees with less than five (5) years of service;
  - ii.) Four percent (4%) of pay for employees with five (5) but less than ten (10) years of service; and
  - iii.) Five percent (5%) of pay for employees with ten (10) or more years of service.

## Article 59 - Salaries

Section 1.

**SEE CONTRACT EXTENSION BELOW AGREED TO ON 7/21/2023**

- ~~a.) Effective upon ratification of this Agreement, all current employees will receive a lump sum bonus of four percent (4%) (FTE x Base Rate x 4%).~~
- ~~b.) Effective the pay period containing March 1, 2022 all employees will receive a one and a half percent (1.5%) general increase to their current wage.~~

- c.) Effective the pay period containing July 1, 2022, all employees will receive a two percent (2.0%) general increase to their current wage.
- d.) Effective the pay period containing January 1, 2023 all employees will receive a two percent (2.0%) general increase to their current wage.

Upon ratification of this Agreement the starting wage rates per hour are as follows for the following job titles:

Title	Wage Rate
Advanced Imaging System Engineer (Grade CE4)	\$33.23
Clinical Laboratory Instrument Specialist (Grade CE4)	\$33.23
Biomedical Equipment Tech III – Imaging (Grade CE3A)	\$32.00
Biomedical Equipment Info Network Specialist (Network Operations Specialist) (Grade CE3)	\$29.17
Biomedical Equipment Tech III (Grade CE3)	\$29.17
Biomedical Equipment Tech II (Grade CE2)	\$23.12
Biomedical Equipment Tech I (Grade CE1)	\$20.00
Medical Equipment Processing Technician (MEPT 1)	\$17.00

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 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.

Section 4. Paycheck errors of three (3) hours of pay or more will be corrected with a supplemental check upon request within five (5) business days.

Section 5. 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.

**KALEIDA HEALTH  
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO  
Clinical Engineering 2023 CONTRACT NEGOTIATIONS**

**Union Proposal #1  
Date Presented: 6/12/202  
CWA Counterproposal #5  
Date Presented: 07/14/2023**

**Article 59 – Salaries**

Section 1.

Title	Starting Wage Rate
Advanced Imaging System Engineer (Grade CE5)	\$41.58
Clinical Laboratory Instrument Specialist (Grade CE5)	\$41.58
Biomedical Equipment Tech III – Imaging (Grade CE4)	\$36.65
Biomedical Equipment Info Network Specialist (Network Operations Specialist) (Grade CE3)	\$32.44
Biomedical Equipment Tech III (Grade CE3)	\$32.44
Biomedical Equipment Tech II (Grade CE2)	\$27.00
Biomedical Equipment Tech I (Grade CE1)	\$24.00
Medical Equipment Processing Technician (MEPT 1)	\$18.28

a.) This Schedule will be effective July 1, 2023 for all employees

	Start Rate	1st Anni.	2nd Anni.	3rd Anni.	4th Anni.	8th Anni.	12th Anni.	16th Anni.	20th Anni.
Pay Grade	1	2	3	4	5	6	7	8	9
MEPT 1	\$18.28	\$18.83	\$19.39	\$19.98	\$20.57	\$21.19	\$21.83	\$22.48	\$23.16
CE 1	\$24.00	\$24.72	\$25.46	\$26.23	\$27.01	\$27.82	\$28.66	\$29.52	\$30.40
CE 2	\$27.00	\$27.81	\$28.64	\$29.50	\$30.39	\$31.30	\$32.24	\$33.21	\$34.20
CE 3	\$32.44	\$33.41	\$34.42	\$35.45	\$36.51	\$37.61	\$38.74	\$39.90	\$41.09
CE 4	\$36.65	\$37.75	\$38.88	\$40.05	\$41.25	\$42.49	\$43.76	\$45.08	\$46.43
CE 5	\$41.58	\$42.83	\$44.12	\$45.44	\$46.80	\$48.21	\$49.65	\$51.14	\$52.68

b.) Effective the pay period containing July 1, 2024 all employees will receive a two percent (2%) general increase to the base rate.

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	Start Rate	1st Anni.	2nd Anni.	3rd Anni.	4th Anni.	8th Anni.	12th Anni.	16th Anni.	20th Anni.
Pay Grade	1	2	3	4	5	6	7	8	9
MEPT 1	\$18.65	\$19.20	\$19.78	\$20.37	\$20.99	\$21.62	\$22.26	\$22.93	\$23.62
CE 1	\$24.48	\$25.21	\$25.97	\$26.75	\$27.55	\$28.38	\$29.23	\$30.11	\$31.01
CE 2	\$27.54	\$28.37	\$29.22	\$30.09	\$31.00	\$31.93	\$32.88	\$33.87	\$34.89
CE 3	\$33.09	\$34.08	\$35.10	\$36.16	\$37.24	\$38.36	\$39.51	\$40.70	\$41.92
CE 4	\$37.38	\$38.50	\$39.66	\$40.85	\$42.07	\$43.34	\$44.64	\$45.98	\$47.36
CE 5	\$42.41	\$43.68	\$45.00	\$46.35	\$47.74	\$49.17	\$50.64	\$52.16	\$53.73

c.) Effective the pay period containing January 1, 2025 all employees will receive a two percent (2%) general increase to the base rate.

	Start Rate	1st Anni.	2nd Anni.	3rd Anni.	4th Anni.	8th Anni.	12th Anni.	16th Anni.	20th Anni.
Pay Grade	1	2	3	4	5	6	7	8	9
MEPT 1	\$19.02	\$19.58	\$20.18	\$20.77	\$21.41	\$22.05	\$22.71	\$23.39	\$24.09
CE 1	\$24.97	\$25.71	\$26.49	\$27.29	\$28.10	\$28.95	\$29.81	\$30.71	\$31.63
CE 2	\$28.09	\$28.94	\$29.80	\$30.69	\$31.62	\$32.57	\$33.54	\$34.55	\$35.59
CE 3	\$33.75	\$34.76	\$35.80	\$36.88	\$37.98	\$39.13	\$40.30	\$41.51	\$42.76
CE 4	\$38.13	\$39.27	\$40.45	\$41.67	\$42.91	\$44.21	\$45.53	\$46.90	\$48.31
CE 5	\$43.26	\$44.55	\$45.90	\$47.28	\$48.69	\$50.15	\$51.65	\$53.20	\$54.80

d.) Effective the pay period containing July 1, 2025 all employees will receive a three percent (3%) general increase to the base rate.

	Start Rate	1st Anni.	2nd Anni.	3rd Anni.	4th Anni.	8th Anni.	12th Anni.	16th Anni.	20th Anni.
Pay Grade	1	2	3	4	5	6	7	8	9
MEPT 1	\$19.59	\$20.18	\$20.78	\$21.41	\$22.05	\$22.71	\$23.39	\$24.09	\$24.81
CE 1	\$25.72	\$26.49	\$27.28	\$28.10	\$28.95	\$29.82	\$30.71	\$31.63	\$32.58
CE 2	\$28.93	\$29.80	\$30.70	\$31.62	\$32.56	\$33.54	\$34.55	\$35.58	\$36.65
CE 3	\$34.76	\$35.81	\$36.88	\$37.99	\$39.13	\$40.30	\$41.51	\$42.75	\$44.04
CE 4	\$39.27	\$40.45	\$41.67	\$42.92	\$44.20	\$45.53	\$46.90	\$48.31	\$49.76
CE 5	\$44.56	\$45.89	\$47.28	\$48.70	\$50.15	\$51.66	\$53.21	\$54.80	\$56.44

e.) For red circled employees, a three percent (3%) lump sum will be paid upon ratification. For this lump sum payment only, the employee may direct up to the legally permitted limit, 100% of this lump to the employee's existing Kaleida Health Savings

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Investment 403(b) Plan. Contribution will be for the year in which the funds are directed to the account.

f.) For red circled employees a two percent (2%) lump sum will be paid on July 1, 2024.

g.) For red circled employees a two percent (2%) lump sum will be paid January 1, 2025.

h.) For the red circled employees a two percent (2%) lump sum will be paid on July 1, 2025.

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 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.

Section 4. Paycheck errors of three (3) hours of pay or more will be corrected with a supplemental check upon request within five (5) business days.

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 the 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 (8<sup>th</sup>), twelfth (12<sup>th</sup>), sixteenth (16<sup>th</sup>), and twentieth (20<sup>th</sup>) 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 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:

JH  
7-21-23  
JH

JH  
7/21/23



- 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 10. 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 Article of this Agreement.

Advanced Imaging System Engineer (Grade CE5)
Clinical Laboratory Instrument Specialist (Grade CE5)
Biomedical Equipment Tech III – Imaging (Grade CE4)
Biomedical Equipment Info Network Specialist (Network Operations Specialist) (Grade CE3)
Biomedical Equipment Tech III (Grade CE3)
Biomedical Equipment Tech II (Grade CE2)
Biomedical Equipment Tech I (Grade CE1)
Medical Equipment Processing Technician (MEPT 1)

TA  
7-21-23  
JC

TA  
7/21/23  
RVH

## **Article 60 - Equipment Service Training**

Section 1 The Employer will train members of the Clinical Engineering Bargaining Unit on servicing new or existing equipment they do not currently service, when it is in the best interest of the hospital and training is available.

Section 2. If equipment service training requires travel to the training site, all expenses will be paid by Kaleida, including but not limited to: travel, hotel accommodations and the IRS per diem rate.

## **Article 61 - Clinical Engineering Certification for Advancement**

Section 1. The education of staff for future positions and internal promotion are imperative for recruitment, longevity, employee satisfaction, retention and the success of the business.

Section 2. The Employer will reimburse Clinical Engineering staff for initial certification testing and periodic recertification fees listed within all job descriptions of the Clinical Engineering Department, whether preferred or required.

## **Article 62 - Parking**

Section 1. The parties recognize the importance of safe, secure parking for employees. Kaleida Health agrees to work with the Communications Workers of America (CWA 1168) Clinical Engineering Bargaining Unit regarding parking issues.

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 Agreement. Employees identified in this section will be eligible to receive the following monthly parking subsidies:

Tier I – Medical Equipment Processing Techs (MEPTs) and BMET 1 are eligible for a subsidy of \$40.00

\*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 \$99.00 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 \$99 per month during the life of the agreement, the employer agrees to pay the difference between the new rate and the \$99 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 2:00 pm until Sunday at 5:30 pm and including holidays (as outlined in Article 37 – Holidays) that fall during the week.

Section 5. All parking related issues will be addressed at the Clinical Engineering Labor Management 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 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:

Tier I – Medical Equipment Processing Techs (MEPTs) and BMET 1 are eligible for a subsidy of \$40.00

\*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 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 63 - Continuing Education Program**

Section 1. A continuing education program will be defined as workshops, internet/on-line courses, conferences, training sessions, continuing education classes or in-services which contribute to an employee's career development. All employees will be eligible to participate in continuing education programs. Participation will be based on the following guidelines.

- a.) If the continuing education program is required to maintain certification or licensure requirements, and the Employer is offering the program, a fifty percent (50%) discount will be offered to affected employees.
- b.) If a continuing education program is mandated by the Employer, the Employer will be responsible for all of the costs associated with that program.
- c.) If the continuing education program is not mandated by the Employer, the following procedure will apply:
  - (1.) The Employer will budget three thousand dollars (\$3,000.00) annually for the purpose of continuing education for the Clinical Engineering Bargaining Unit.
  - (2.) The annual budget for continuing education is intended to cover expenses related to program registration fees and/or travel expenses for areas not addressed by the Employer's internal education programs. Lost time wages may be approved by the

employees' immediate supervisor, over the budgeted dollars outlined above, based upon the budget and staffing in the cost center.

(3.) Application for funding must be made using the Request for Continuing Education Funding form.

- This form may be generated on Kaleidoscope
- Go to Kaleida Links : \*Human Resources
- Go to Department Links: \*HR Forms \*Continuing Education Funding
- The process involves Two Steps:
  - Prior Approval
  - Reimbursement (after course, conference, etc. completion)

You must read directions and follow process closely and completely.

(4.) The application for continuing education money will be made to the employees' immediate supervisor on a form provided by the Employer. The supervisor's approval is based upon course content (new, or improvements in current job-related skills).

Section 2. For the purpose of equitable distribution of continuing education dollars, the parties have agreed to the following guidelines:

- a.) Available funds will be divided evenly into two six (6) month periods (January 1<sup>st</sup> - June 30<sup>th</sup> and July 1<sup>st</sup> - December 31<sup>st</sup>).
- b.) Requests for education funding shall be submitted on the appropriate form as follows:
  - 1.) by November 1<sup>st</sup> for conferences/programs scheduled to take place between January 1<sup>st</sup> and June 30<sup>th</sup> of the following year, and
  - 2.) by May 1<sup>st</sup> for conferences/programs scheduled to take place between July 1<sup>st</sup> and December 31<sup>st</sup>.
- c.) Approval or denial will be given within two (2) weeks when requests are submitted per Section 2 above.
- d.) Requests received after the November 1<sup>st</sup> or May 1<sup>st</sup> deadlines will be considered in the order in which they are received, provided that funds are still available.
- e.) There will be a two hundred and fifty dollars (\$250.00) per person limit from the fund unless extra funds are available on October 1<sup>st</sup>. If extra funds are available, additional monies will be made available on a first-come, first-served basis, up to a limit of five hundred dollars (\$500.00) per person, per calendar year.
- f.) It is understood that funds not used in the first six (6) month period of the year will roll over into the second six (6) month period of the year.

- g.) In January, the Employer will provide the Union with an accounting of the continuing education funds approved and/or disbursed, including remaining balances, lists of applicants denied, and reason for denial.

### **Article 64 - Tuition Assistance**

Section 1. The Employer recognizes that the continuing educational development of employees is essential to the delivery of quality health care. Hence, the Employer provides tuition assistance for eligible employees in the Clinical Engineering bargaining unit who seek additional training in order to increase their confidence in present jobs or to prepare themselves for advancements into more responsible positions with the Employer in the procedure outlined in Sections 2 through 7 below.

Section 2. A course as defined under the tuition reimbursement plan must meet the following requirements:

- a.) it must have a defined curriculum;
- b.) it must provide credit toward a degree or completion of a prescribed program of study; and
- c.) it must be offered through an accredited program.

A course that meets the above definition will be considered for eligibility under the tuition assistance program if it is job-related and also meets one of the following criteria:

- a.) the course is expected to build competencies and strengthen the performance of the employee on their present job;
- b.) the course is considered a prerequisite for the job presently held or of the job next in line of an obvious progression;
- c.) the course is prescribed for the attainment or maintenance of a program of study or degree in an academic or business that is compatible with the interests of Kaleida Health and the employee.

Programs eligible under Article 63, Continuing Education Program, are not eligible under Tuition Assistance.

Section 3. Procedure:

- a.) Full-time and part-time employees with one or more years of continuous service prior to the commencement of the approved course shall be eligible for tuition assistance provided they remain in an active status for the duration of the course(s). Employees classified as per diem or inactive are not eligible for the educational assistance.
- b.) Management shall examine the request for tuition assistance from employees within their department. Approval shall be granted to eligible employees based on the definition in Section 2 above and the eligibility requirements in Section 4.
- c.) While courses must be submitted for approval on a course by course basis, requests to approve degree programs must be approved by the senior manager of the department and the Corporate Benefits department.

- d.) Prior to enrollment in the course, the employee must obtain management approval on the Request for Tuition Reimbursement form verifying that the course meets the eligibility criteria in Section 2 above. Courses, which do not have management approval prior to the course start date, will not be eligible for reimbursement.
- e.) It shall be understood and communicated that this program is a reimbursement system. Employees shall be responsible for all initial payments to the school or other educational organization.

Section 4. The amount of tuition assistance offered by the Employer shall be a function of length of service, and a passing grade. The schedule of payment is as follows:

<b>LENGTH OF SERVICE:</b>	<b>1-4 YEARS</b>	<b>OVER 4 YEARS</b>
Satisfactory/Pass	75%	100%
Unsatisfactory/Fail	0%	0%
Maximum/Semester	\$1,600.00	\$1,600.00

Maximum reimbursement will be \$3,200.00 per calendar year.

The employee will not be eligible to receive reimbursement for the same course more than once.

Section 5. Application of the maximum, outlined in Section 4 above, shall be determined by the completion date of the course. For example, a course is completed in December 2020 and reimbursement request is submitted in January 2021, the amount reimbursed will be charged against the 2020 calendar year maximum.

Section 6. Payment will be made directly to the employee upon submission of the following to Corporate Benefits:

- a.) Copy of tuition reimbursement form signed by employee's manager to verify that the course of study has been approved.
- b.) Final grade for the course.
- c.) Submission of itemized receipt verifying the payment made to the institution detailing the cost of tuition, fees and documentation of any stipends or scholarships if applicable.

The Payroll Department will make payment directly to the employee's regular paycheck after Corporate Benefits has approved the reimbursement. Tuition reimbursement requests will be processed within two (2) full pay periods of the date received in Corporate Benefits. The employee will have six (6) months from course end date to submit the appropriate information. Any applications received after the six (6) month period will not be processed.

Section 7. No tuition assistance will be paid regardless of prior approval unless the student is still an eligible employee in a covered status throughout the course. Employees who become disabled, or are laid off at the request of the Employer, change job categories to an ineligible job status during the course of their outside training, shall be reimbursed on the same basis as if they had remained eligible for assistance.

Section 8. An employee who voluntarily terminates his/her employment with the Employer shall be required to refund any tuition assistance payments they received during the twelve (12) month period immediately preceding the effective date of termination.

### **Article 65 – Bargaining Unit Work/Clinical Engineering Job Protection**

Section 1. The parties acknowledge and recognize the complexity of the Employer's Clinical Engineering Department operations in terms of work flow, existence of service contracts and utilization of vendors and/or contractors.

Section 2. The Union recognizes that these work arrangements are necessary and result in assignments across bargaining unit lines which provide for similar services and tasks as those performed by bargaining unit employees. It is therefore necessary that these arrangements continue to maintain the efficient operation of the Clinical Engineering Department. Any change to the present practice will be brought to the LMC for discussion.

Section 3. The Employer's decision to utilize contractors/vendors is often dictated by purchase agreement requirements, various service arrangements, and new equipment based on technological advancements. The Employer will continue this practice in order to meet the operational needs of the department.

Section 4. While recognizing the complex nature of the Clinical Engineering Department's operations, the Employer remains committed to utilizing the services of the bargaining unit employees in furtherance of these operations.

Section 5. From July 1, 2021 through June 30, 2023, the Employer agrees to maintain thirty-five (35) FTE (full time equivalent) positions inclusive of the employment of all bargaining unit employees as of the date of ratification. In the event of a permanent or temporary, total or partial cessation of operations of the Clinical Engineering Department, this provision shall be of no force and effect for the period of such reduction of operations or closure.

Section 6. Should a vacancy arise in the number of positions referenced in Section 5, the Employer commits to post and actively recruit a qualified replacement for such position. It is understood that maintaining the number of positions referenced in Section 5, does not mean that all of the positions will be or remain filled for the duration of this Agreement. In the event that positions cannot be filled due to lack of qualified applicants, the parties shall meet to discuss and brainstorm concepts for recruitment and retention at the LMC.

**Article 66 – Duration**

This Agreement shall be effective July 1, 2021 and shall remain in full force and effect until June 30, 2023 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.

KALEIDA HEALTH

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

*Robert W. Heffler*  
*Edward E. Lutz*

*Alvin Klein*  
*Philosophy Learning Co*

Dated: 5/25/2022

Dated: 5-25-22

SEE CONTRACT EXTENSION BELOW AGREED TO ON 7/21/2023



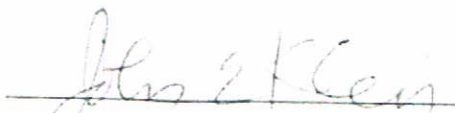


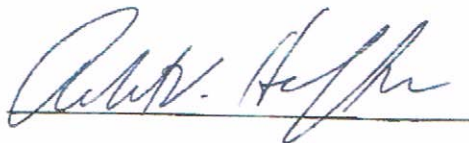
**MEMORANDUM OF UNDERSTANDING**

1. The Communication Workers of America, AFL-CIO (hereinafter "Union") and Kaleida Health (hereinafter "Employer") hereby agree to an extension of the collective bargaining agreement (Clinical Engineering) effective July 1, 2021 - June 30, 2023 to June 30 2026 This Extension Agreement covers all Articles and provisions and does not modify or supersede any provision of the relevant CBA except to the extent expressly stated in Article 59 (See Attached). All dates in the CBA that expired June 30, 2023 will be extended to June 30, 2026 (ie. Article 65 – Bargaining Unit Work/Clinical Engineering Job Protection) and, otherwise, the CWA and Kaleida Health reserve all rights and obligations under the CBAs. Any dispute under this MOA shall be resolved through the grievance procedure of the applicable CBA.

FOR: COMMUNICATIONS  
WORKERS OF AMERICA, AFL-CIO

FOR: KALEIDA HEALTH





7,21,23  
Date

7,21,23  
Date

## **Memorandum of Understanding #1 Ratification Bonus**

In order to effectuate the payment of the Ratification Bonus, the Employer agrees to take a “snap-shot” of all bargaining unit employees on the date the Contract is ratified. The employees will be designated as “Active” or “In-Active”, which designation will determine the timing of the payment only. The eligibility and amounts are calculated based on what the employee’s status was on the ratification date.

- Employees on DBL, WC, FMLA, NYPFL or LOA for any reason, are eligible for the lump sum upon returning to work. HRIS will be processing this group as they return based on their status, annual hours, and rate of pay on the date of ratification. HRIS will be looking for any who were on a leave as outlined above and have returned and working with payroll and the retirement team to process their payment in the next following regular biweekly payroll run.
- New start rates will be effective at the ratification of the Agreement and then the ratification bonus will be applied. The bonus will be paid within two (2) pay periods of ratification.
- The funds will be a separate paycheck unless the employee elects to defer from one percent (1%) to eighty percent (80%) to their 403(b).
- For full-time employees on ratification date, the calculation is fairly straightforward: 1950 hours x Hourly Pay Rate x 4%.

The percent in which the lump sum is taxed is dictated by Federal, State, and local tax laws, not Kaleida and/or the payroll dept.

Appendix A – Grievance Form



COMMUNICATIONS WORKERS OF AMERICA  
LOCAL 1168, AFL-CIO



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

cc:

1900 Sweet Home Road • Amherst, NY 14228 • Phone: (716) 639-1168 • Fax: (716) 636-9100  
Email: office@cwa1168.org • Website: www.cwa1168.org



**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:** \_\_\_\_\_

Was FMCS Mediation Requested: \_\_\_ Yes \_\_\_ No      Date Requested: \_\_\_\_\_



# Kaleida Health

**Tentative Agreement 06/24/2021**

May-June 2021

John Klein  
CWA 1168

Re: Clinical Engineering Bargaining unit

Dear Mr. Klein:

The intent of this letter is to document the current practice as it exists on this day. Currently, for clinical engineering employees who are required to drive to other work related locations during their workday, he/she would be covered using their personal auto insurance coverage first in the event of an auto claim. Kaleida Health provides excess auto coverage for third party claims after personal insurance limits are exhausted and does not include any coverage for property damages to the employee's vehicle. This coverage is provided only when the claim is a direct result of work duties.

**The employee will not be responsible for any lost, stolen or damaged equipment that the employee is required to transport in their personal vehicle for work related purposes, provided that the employee has taken all reasonable measures to secure and protect said property.**

Sincerely,

A handwritten signature in black ink, appearing to read 'CDCC'.

Carla DiCanio-Clarke  
Director- HR Strategic Initiatives  
Kaleida Health