

Article 109
Staffing Incentive Program

Section 1. Starting the first full schedule block ~~in December 2022 (12/18/22—01/14/23)~~ ~~[after ratification]~~ through the end of the schedule block that includes [contract expiration.] ~~May 31, 2025~~, the following incentive bonus rates will be paid for all hours worked above an employee's hired FTE for shifts identified and awarded as incentive bonus shifts on the departmental needs list. ~~The parties agree that the current bonus programs will remain in effect through December 17, 2022.~~ Incentive bonus rates will be paid in addition to the employee's regular pay (or overtime rate, if applicable).

- Thirty dollars (\$30.00) per hour for Registered Nurses in the Registered Nurse bargaining unit and Physician Assistants for each hour worked during a designated incentive bonus shift.
- Twenty dollars (\$20.00) per hour for Professionals for each hour worked during a designated incentive bonus shift.
- Fifteen dollars (\$15.00) per hour for all other job titles and departments, for each hour worked during a designated incentive bonus shift.

Additional incentive shifts may be offered at any time based on unexpected changes in staffing need at the rates listed above. Shifts, once designated as an incentive bonus shift will remain so designated until the shift is filled. Partial shifts of four (4) hours or more worked above an employee's hired FTE will be eligible for the incentive rate listed above. For thirteen (13) hour shifts, partial shifts of three (3) hours or more worked above an employee's FTE will be eligible for the incentive bonus.

Short notice shift or partial shift availability may also be considered for the staffing incentive bonus.

Section 2. For clinical staffing committee (CSC)-designated units within Article 107, 109 Staffing, incentive bonus will be paid for all open shifts for CSC job titles during a given schedule block if agency personnel within that unit in the prior schedule block. It is agreed to by both parties that all pods in the VIS and the Observation Unit at BGMC will be included as CSC designated units for purpose of implementation of incentive bonus only.

Section 3. All open weekend shifts will be posted as incentive bonus shifts on the needs list. A weekend shift shall be determined by departmental designation. It is understood that all employees covered by the collective bargaining agreement will be eligible for the staffing incentive pay as outlined in this section.

Section 4. External entities contracted to provide management services for specific departments will be informed of this Staffing Incentive Program and required to follow its

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terms. The Unions will notify site leadership of any concerns about the potential failure of an external contracted entity to follow the requirements of this Article.

Section 5. Incentive bonus payments will be paid to an employee that agrees to work additional hours identified as incentive shifts when they are scheduled to take PTO.

Section 6. Any call off during the pay period in which an incentive shift is worked will result in forfeiture of incentive bonus for that pay period. **Exceptions include any pre-approved PTO, pre-approved Personal days, any prescheduled FMLA and PFL, bereavement, jury duty, NYS DBL, Workers' Compensation.**

Section 7. Employees are eligible to sign up for incentive shifts and receive incentive bonus pay under this article, in any department/unit where they are qualified to work, with the understanding that employees working in the department requiring the staffing assistance get first priority to the available hours and therefore, the incentive bonus pay.

Section 8. Incentive shifts will be ~~posted and awarded by seniority in the following order in~~ accordance with Article 15, Hours of Work and Work Schedules, Section 10.

- ~~a.) offer the time to employees who have signed up on the needs list for the unit/department and who are in the job title and the same cost center in order of seniority on a rotating basis, who are not eligible for overtime;~~
- ~~b.) offer overtime to employees who have signed up on the needs list for the unit/department and who are in the job title and the same cost center, in order of seniority on a rotating basis;~~
- ~~c.) offer extra time and then overtime to employees in the job title from the remainder of the bargaining unit at that site, in order of seniority who have signed up on the needs list for the unit and who meet the competencies of that area;~~
- ~~d.) offer extra time and then overtime to qualified employees in a different job title but within the bargaining unit at that site who have signed up on the needs list for the unit and who meet the competencies of the area;~~
- ~~e.) offer the time to employees Kaleida Wide who meet the competencies for that area, first to employees who are not eligible for overtime, then to employees who are eligible for overtime, following steps a-d above.~~

Section 9. The above Staffing Incentive Program will remain in effect through [contract expiration] ~~May 31, 2025. except that either the Employer or the Unions may choose to reopen this Article for negotiation on December 18, 2023 with thirty (30) days advanced notice.~~

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