

**Communications Workers of America, Local 1168**  
**1199 SEIU Healthcare Workers East**

**2025 Kaleida Health Negotiations - Bargaining Report**

\*\* Bolded pieces of language indicate the direct change in the specific section being referenced.

**Article 1 - Agreement and Application**

No Change

**Article 2 - Responsible Relationship**

- No Change

**Article 3 - Recognition**

- Changed 1300 Main St to 1100 Main St, added 1540 Maple Road, 6009 South Transit Suite 100, 1150 Youngs Road Suite 102, 899 Main Street, and 4535 South Western Blvd.
- The following titles were added:
  - BGH Professionals - Child Life Specialist
  - BGH Registered Nurses - Nursing Quality Coordinator, Rapid Response Nurse, STAT Nurse
  - BGH TCC - Medical Assistant - Student CMA, Medical Assistant-Student RN, Respiratory Therapy Coordinator, Student Respiratory Therapist
  - DMP RN - Nurse Quality Coordinator
  - MFS Professionals - Clinical Dietician-Diabetes Educator, Social Worker-BSW, Social Worker - MSW
  - MFS RN - Nursing Quality Coordinator
  - MFS TCC - Certified Medical Assistant, Electroneurodiagnostic Tech 2, Electroneurodiagnostic Tech 3, Guest Relations Representative, Respiratory Therapy Coordinator, Student Respiratory Therapist
  - OCH RN - Clinical Nurse Mentor, ECMO Coordinator, Neonatal Transport Team Coordinator Obstetrics Outreach Coordinator
  - OCH NP - Neonatal Inpatient Practitioner Team Coordinator
  - OCH Professionals - Neonatal Inpatient Practitioner Team Coordinator, Neonatal Transport Team Coordinator
  - OCH Technical Lead Electroneurodiagnostic Technologist, Physical Therapy Assistant, Respiratory Therapy Transport Coordinator, Student Respiratory Therapist
  - Business Office Clerical - Lead Oncology Data Specialist, Oncology Data Specialist, Oncology Data Clerk, Oncology Data Apprenticeship
  - OCH Service and Maintenance - Sterile Processing Technician Aide

- OCH Clerical - No changes
- MFS Service and Maintenance - Sterile Processing Technician Aide
- BGH Service and Maintenance - Sterile Processing Technician Aide

#### **Article 4 - Non-Discrimination**

- No Change

#### **Article 5 - Access to Premises for Union Representatives**

- No Change

#### **Article 6 - Union Representation**

- No Changes

#### **Article 7 - Grievance Procedure**

- Section 6, Step 1: The discussion with the grievance including but not limited to the employee's immediate supervisor and the Human Resources site representative shall be held promptly after receipt of the written grievance and within **fifteen (15)** calendar days.
- Section 6, Step 2: If no mutually acceptable conclusion is reached in Step 1, the grievance shall then be presented, in writing, to the Director of Labor Relations, or designee, which individual shall handle second step grievances for all sites **within the next two monthly Step 2 grievance meetings**.
- Added paragraph: If no mutually acceptable conclusion is reached in Step 2, the grievance may proceed to a scheduled mediation as set forth in Section 7 below.
- Section 6, Step 3: moved to Section 8
- Added paragraph: It is understood that time limits in Step 1 and Step 2 shall automatically be extended if the Union is waiting on a response to an information request.
- Section 7: Clarified that the Mediator will be mutually agreed upon and Mediator cost and expenses shall be shared equally between the parties.
- Section 7c: 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 or **within 7 days**. Any grievance which is withdrawn shall be done so in writing and signed at the grievance mediation session or **within 7 days**.
- Section 8: Struck old Section 8 and moved language from Section 3 here.
- Section 8: If no mutually satisfactory conclusion is reached at the end of step 2 **or after mediation**, either party to this agreement may give notice of its desire to arbitrate the grievance. The arbitration process shall be initiated by sending a letter to the Federal Mediation and Conciliation Service (FMCS), with a copy of this request letter to the Director of Labor relations **and VP Labor & Employment Counsel**, or designee, within forty-five (45) calendar days after receipt of the step 2 answer **or**

**mediation**, identifying the grievance, including whatever forms are required by the mediation service and a request that the mediation service send to each party a list of seven (7) names of arbitrators. With contemporaneous written notice to all involved parties, any party may reject a panel and request a new one additional panel.

- New Paragraph: The parties will meet by phone conference to select an arbitrator using the alternate strike method within thirty (30) calendar days of receiving the list of arbitrators.

#### **Article 8 - Probationary Period**

No Change

#### **Article 9 - Categories of Employees**

For CWA Bargaining Units:

- Added: g.) Seven (7) consecutive days for a total of seventy (70) hours in a pay period for BGMC Pharmacists. (in alignment with the existing pharmacist OT MOU)

For OCH Service and Maintenance Bargaining unit:

- thirty-six (36) hours in a work week (or seventy-two (72) hours in a pay period) for employees working twelve and one-half (12 ½) hour shifts

For the BGMC Service bargaining unit:

- thirty-six (36) hours in a work week (or seventy-two (72) hours in a pay period) for employees working twelve and one-half (12 ½) hour shifts

#### **Article 10 - Dual Status Employees**

No Change

#### **Article 11 - Flexible Employees**

No Change

#### **Article 12 - Per Diem Employees**

Section 5 (e.) New language: Per diem employees will not be scheduled to work holidays under Article 82 unless they volunteer to do so.

Section 5 (f.) New language: Should a former Kaleida Health Employee who is currently receiving retirement benefits apply for and be awarded a per diem position, Kaleida Health will work with them related to their commitment based on the parameters of their specific retirement plan and annual earnings limits.

Section 6 (b): Change in language: Where employees have weekend work requirements, per diem employees will be scheduled to work two (2) weekend shifts per time block **or as consistent with the weekend scheduling practices in the department (e.g. departments that work one of every eight weekends).**

Section 6 (c) Change in language: Per diem employees shall give the Employer at least four (4) hours' notice **in advance of their scheduled shift if they are not going to report to work.** When a per diem is **absent from work on three (3) occurrences,** a written warning will be issued after the **third**

occurrence. If a per diem employee **is absent from work for a fourth** occurrence within a twelve (12) month period, from the date of the first occurrence, the employee will be terminated. For purposes of this Article, an occurrence shall mean an absence not covered by accrued New York State Paid Sick Leave, pursuant to Article 26.

Section 7(k.) Change in language: Per diem employees shall be entitled to all Employer discounts **for which they are eligible under Article 31.**

Section 8: New language added: 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 **over fifty-six (56) hours. Employees may carry over up to fifty-six (56) hours of PTO or opt to be paid out.**

### **Article 13 - Temporary Employees**

No Change

### **Article 14 - Weekend Employees**

Section 1: A weekend employee is an employee hired to work a minimum of twenty **three (23)** hours or **up to** thirty-seven and one-half (37 1/2) hours per week on weekend shifts only.

### **Article 15 - Hours of Work and Work Schedules**

- Section 6: For schedule changes added “**electronic scheduling**” also included in multiple areas of article where in writing on a form/electronic scheduling.
- Section 9: Clarified Pre-Posted Schedule as **(Draft/Mock)**
  - Extra shift distribution process is outlined clarifying those who “**have signed up for the full shift as posted**” will take preference.
  - Struck: “and then among qualified employees in other job titles” - you will only be able to pick up in your job title in your unit / department on the mock.

### **Changes Upon Contract Ratification**

- Section 10.a. will read as follows: Once the schedule is posted, open shifts remaining will be posted on a needs list and filled by qualified eligible employees beginning with the most senior employee in the individual unit/department in the same job title first, then by employees in the same job title within the bargaining unit, then by employees within the bargaining unit and department, and then by employees in any covered bargaining unit that are qualified to do the work starting with those in the same job title, in the following order, except that employees who sign up to work the full shift will take precedence over someone who signed up to work a partial shift regardless of their home department.
- Clarified language in sections 10 & 11 that a preference will be given to those who sign up for the full shift that is posted. If at the end of the posting period no one is willing to pick up the entire shift, the shift will then be awarded in partial shifts.
- Clarification has been added to the language related to when per diem employees are able to pick up beyond their eight shifts after consideration is given to employees who will incur overtime.

### **Changes After Implementation of Infor (Fall of 2026)**



- Section 10.a. - Filling of Shifts with a Posted Schedule: This process will essentially stay the same, except that everything will be done electronically on the new system. Infor will replace Kaleidascope.
- Section 10b - language will be as follows: Shifts that become open after the final schedule is posted, and are needed to be filled based on the staffing plan, will be posted on the electronic scheduling system. When the employer becomes aware of an opening that exists more than seventy-two (72) hours prior to the shift, it will be posted to the electronic scheduling system for forty-eight (48) hours and then awarded based on the criteria below. The shift shall be awarded no later than three (3) business days from the end of the posting period. Shifts that have insufficient time (seventy-two (72) hours or less) to follow this process will be covered by Section 11.
- Section 10.b. - After the openings have been posted forty-eight (48) hours, and the process in this section, 10b, has been completed, openings may be filled by any means available to the Employer.
- New language in Section 11. This process replaces the availability list. If staff shortages occur on a shift to shift basis (with 72 hours advanced notice or less), the following will occur:
- Utilize float pool employees in the same job title if available.
- An attempt will be made to fill the vacancies by broadcasting the shift via the electronic scheduling system for the job title in the bargaining unit.
- If the vacancy is still not filled prior to the start of the shift other department practices will be used to solicit volunteers.
- If all the above avenues have been exhausted, an attempt will first be made to fill the vacancies with bargaining unit employees using the most expedient means available. Once the Employer has initiated such means, it may begin soliciting agency personnel or managers to fill vacancies.

#### **Article 16 - Weekend Work**

Section 4: Change Weekend make-up will be scheduled within **three (3) time blocks** of the call-in.

New Section 5: Employees who use PTO on a weekend shift will still be required to work their weekend requirement as listed in section 1 above, if there is a need in the unit/department. It is understood that if the employee is able to find coverage, their weekend requirement shall be considered satisfied.

Section 6, new: If an employee swaps their weekend shift pursuant to Article 15, Section 8, their weekend commitment shall be considered satisfied.

Section 8: Added to old section 6, the weekend commitment **for OCH RN/RT and DMP TCCS are outlined in MOU #57, OCH RN/RT Weekend Scheduling and MOU # 59, DMP TCCS Weekend Commitment.**

#### **Article 17 - Shift Rotation**

No Change

#### **Article 18 - Temporary Downsizing**

- Section 2 was removed
- Under section 4, added:
  - b.) any scheduled incentive bonus and overtime will be canceled in inverse order of seniority;
  - c.) any scheduled incentive bonus will be canceled in inverse order of seniority

## **Article 19 - Floating**

Section 8 - Removed “NPs and PAs” as the section specifically speaks to detailed staffing grids and APPs do not follow specific staffing grids outlined in the contract.

10.d. A specific reference to long-term care as floating language in long-term care is different from non-long-term care areas. It reads: **In long-term care only**, an employee who is working an extra shift or overtime, **for all other employees, see Section 15h**

10.d. A specific reference to long-term care as floating language in long-term care is different from non-long-term care areas. It reads: **In long-term care only**, an employee working an extra shift or overtime is **exempt. For all other employees, see Section 15h** - An employee who has volunteered to work an extra shift or overtime shift on their unit will not be floated during that shift, and no one in the same job title on the unit will be floated during that same shift, **unless mutually agreed upon**. (This subsection h. does not apply to Long Term Care. The parties agree to meet on or after June 1, 2026, to discuss the potential application of this subsection to Long Term Care.)

## **Article 20 - Shift Differential**

No decreases in any shift differentials. Please see each appendix for any specific changes to shift differentials.

## **Article 21 - On-Call Pay**

**Section 5-** An employee will be considered “ called in “:

- a.) When an employee who is on call is called into work and reports for work
- b.) When the employee who works from **their** previous shift into **their** period of on-call.

***There is no longer a requirement to work one hour over their scheduled shift.***

## **Article 22 - Call-In Pay**

No Change

## **Article 23 - Salaries**

No Change

## **Article 24 - Recruitment, Incentive or Premium Pay Programs**

No Change

## **Article 25 - Overtime**

Section 3.a.: Deleted DeGraff CWA Bargaining unit due to their unique 6-4 scheduling pattern and to ensure overtime would be paid on their 6 shift week if they chose to work such.

## **Article 26 - Paid Time Off**

Section 4 - added the bolded language to delete the PTO accrual scale specific to long term care that had them accruing one day less of PTO compared accrual scales: All employees hired into the Skilled Nursing facilities after July 19, 2011 are eligible to earn PTO according to the schedule below **until**

**December 28, 2025, when those employees will transition to the PTO schedule in Section 1 above for their job title.**

Section 6: Each eligible employee will be assigned a Paid Time Off (PTO) bank to accumulate hours to use for all paid time off. In addition to PTO, each eligible employee will be assigned an Extended Sick Bank (ESB) for use during periods of short term disability **as per Article 39 Disability** or during period of workers' compensation **as per Article 40 Workers' Compensation**. Such workers' compensation will include periods of work related-illness or injury resulting in an absence of less than seven (7) days. **Use for periods of short term disability will only include instances where the employee filed a claim for short term disability benefits and that claim was either approved by the carrier or the underlying condition lasted seven (7) days and would have been approved and paid by the carrier if the disability continued beyond the statutory waiting period.**

Section 18: Updated the dates that the new PTO plan years will begin:

- 12/28/25, 12/27/26, 12/26/27, and 12/24/28.

Section 24 - Update the dates for the last day of PTO roll over to:

- 5/31/25, 5/30/26, 5/29/27, 5/27/28

### **Article 27 - Paid Time Off Scheduling**

**\*\*** It is suggested that you review the signed TA provided to members as this article has many section specific to each bargaining unit. The major updates to sections include:

Combine the first and last paragraph in section 3 throughout each section of the article as they pertain to each other and reads more cohesively. DMP will continue to be calculated quarterly. It will now read:

- Section 3: Triannually, on October 1, February 1, and June 1 (DMP will also include 12/1) the Employer will take a snapshot of each job title and utilize this population snapshot to post the number of PTO hours available per week, based on the current staff's annual PTO accrual, inclusive of any vacancies (PTO for vacancies will be calculated using the average accrual rate for that job title). In all cases, a minimum of 37.5 hours per week will be approved. Once PTO is approved, the approval list will include name of employee, the number of approved hours, all open available hours per week and names of all employees denied PTO and the original hours requested. If positions are added or deleted from a unit department /cost center, that change the available PTO hours, the change will be reflected in the next pre-approval period.

Section 3: Calculations of PTO allotments will be electronically provide to the unions instead of in hard copy at the September site staffing committee meeting.

Section 8: Should an employee desire to change approved PTO, the employee must submit the change by the date that time requests are to be submitted for the next schedule. **Any request to change approved PTO after the date time requests are due will be reviewed and approved per Article 15, Section 4 only with the written agreement of the responsible manager and the affected employee. Should an employee wish to give back a shift of PTO, it will be the manager's discretion as to which day of the week they will be assigned to work during the week based on the needs of the**

**unit/department. If there is no need in that unit/department, the employee shall be offered work in another department, if available. Such requests must be made no later than seventy-two (72) hours prior to the shift.**

Section 9: If an employee is requested to work during a week in which he/she has an approved PTO, it will be the employee's option to rescind or keep the PTO time, **except that employees may not rescind previously utilized PTO time. For example, if an employee accepts a work assignment - after they have already previously utilized PTO during the week, then they will not be allowed to rescind the previously utilized day of PTO.**

#### **Article 28 - Flexible Benefit Plan (*Health and Welfare Plan*)**

Current contract

#### **Article 29 - Medical and Prescription Drug Benefits**

- Section 11: A five-hundred-dollar (\$500.00) inpatient hospital stay co-pay will be incurred at all non-Kaleida facilities with the following exceptions: added to exceptions:
  - e.) Olean General Hospital**
  - f.) Bradford Regional Medical Center**
- Section 15: **All agenda items shall be exchanged at least 1 week prior to the meeting.**
- Section 16. The medical plans will contain as of January 1, 2020 , new voluntary case management services targeted to assist and support chronic illnesses. The programs are:
  - a. Supplemental pharmacy benefit management program to maximize clinical care through dispensing cost effective medications.**
  - b. Specialty Copay Assistance Program.**
  - c. Changes to the program shall be presented at the Oversight Committee upon notification of the change to Kaleida Health.**
  - d. Any modifications to the program will result in either substantially similar savings or improved savings.**
- Durable Medical Equipment will be covered an additional 10% for a total of 60% coverage by the employer.

#### **Article 30 - Dental benefits**

No Change

#### **Article 31 - Hospital Discounts**

\$500.

Four (4) free valet parking passes.

Free television service.

Cafeteria discount passes.

Outpatient Services	75% discount on services not covered by insurance.	<del>40% discount, including emergency department.</del>
	40% discount on amounts over \$15.00 on services not covered by insurance	
<del>Eye Clinics</del>	<del>Optical services excluded. Discount applied to charges not covered by medical or vision insurance.</del>	<del>Optical services excluded.</del>
<del>Dental Clinics</del>	<del>Orthodontia and certain major restorative services excluded.</del>	<del>Orthodontia and certain major restorative services excluded.</del>
Home Covered Services	40% discount on services not covered by insurance. Patient responsibility amounts up to \$15 fully discounted, amounts over \$15 discounted 40%	<del>40% discount.</del>
Insurance Copayments, Coinsurance and Deductibles	40% discount on amounts over \$15. Copayments of \$15 and under waived with proof of eligibility.	N/A

Long Term Care Services                      10% discount on insurance co-pays/coinsurance/deductibles, excluding NAMI share

~~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 3.      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;

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 Kaleida Health Medical/ Dental/Vision Insurance	Not Covered by Medical/ Dental/Vision Insurance
Hospital Room	100% discount on difference between private and semi-private room.	<del>100% discount on difference between private and semi-private room.</del>
Inpatient Services	Inpatient deductible is waived when using a Kaleida Health facility up to a maximum of	<del>40% discount.</del>

- f.) Medical devices;
- g.) Personal services;
- h.) or any service which is not supplied by the Employer.

Section 4. 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.~~ **as per Section 1. above.**
- c.) The Cashier will calculate the discount and request payment for the remaining balance if applicable.
- d.) The Cashier will forward the discount information to the Cash Posting Department where an adjustment will be entered to the patient account for the discount award.

The process for using the Kaleida Health Family First plan and the accompanying benefit summary will be included in the employee annual enrollment process.

## **Article 32 - Life Insurance**

No Change

## **Article 33 - Retirement Plan**

- Effective 1/1/2027, increase of 0.25% contribution to the Cash Balance Plan
  - 4.25% of pay for employees with 1 to 4 years

- 5.25% of pay for employees with 5 to 9 years
- 6.25% of pay for employees with 10 or more years.
- Effective 1/1/2027, increase of 0.25% contribution to 1199SEIU Regional Pension Plan
  - 3.75% employees hired after 12/31/2008
  - 5.25% employees hired prior to 1-1-09 (Less than 25 years of Service)
  - 5.75% employees greater than 25 years

#### **Article 34 - Transitional Return to Work Program**

No Change

#### **Article 35 - Leave of Absence**

Section 2: changed to “**request for maternity leave of absence will be granted. Requests for LOA for any other reason will be considered, per state and federal laws have been exhausted.**

Section 16.b.: NYSPFL redefined family members during the life of the last agreement to include **siblings, and anyone else included under the law.**

#### **Article 36 - Military Leave**

No Change

#### **Article 37 - Jury Duty**

No Change

#### **Article 38 - Bereavement Leave**

No Change

#### **Article 39 - Disability**

Article 39 - Disability: We made some changes to add language consistent with the current practice. The following language was added:

- Section 4c: Disability supplementation is based on a Monday - Friday calculation using annual hours, not the employee's scheduled shifts. The employee's waiting week will be defined as the date of Disability through the benefit date over seven (7) calendar days.
- Section 4e: ESB/PTO will be paid out according to balances at the time of supplement received from the carrier. Employees may opt out of receiving PTO by signing the PTO waiver form. The PTO waiver will take effect the pay period following its receipt.
- Section 7a: When an employee is preparing to return from disability, language was added in that “Employees must make every effort to submit their return to work notes to Integrated Absence department at least three (3) days before the expected return to work date.”

#### **Article 40 - Workers' Compensation**

No Change

#### **Article 41 - Employee Assistance Program**

Section 2: Added all agenda items shall be exchanged at least (1) week prior to the meeting.

**Article 42 - New York Leave Law**

Section 2: New York Paid Pre-Natal Personal Leave employees are eligible for up to 20 hours of paid personal leave during any 52 week period.

**Article 43 - 1199/SEIU League Training and Upgrading Fund**

No Change

**Article 44 - Infectious Disease States of Emergency Preparedness**

No Change

**Article 45 - Agency / Travel Personnel**

No Change

**Article 46 - Nursing Preceptor Program**

Section 1: Now includes LPN's

Section 4: Language changed to say "preceptors will preferably have 1 year of clinical experience"

Section 7: added appendix F, technical employees salaries to reflect the addition of the LPN job title in this article.

**Article 47 - Training Program**

Section 1: Removed "LPN" as they were added to the Nursing Preceptor program, article 46.

**Article 48 - Travel**

No Change

**Article 49 - Domestic Partner**

No Change

**Article - 50 - Seniority**

No Change

**Article 51 - Layoff and Recall**

No Change

**Article 52 - Multi-Site Float Pool**

Section 3: When the need to implement a float pool has been determined and the sites the float pool employees will float to has been established, the positions will be posted as per Article 53, Job Bidding and Transfers. The positions will be assigned to the appropriate bargaining unit, **and if applicable, evenly distributed amongst the affected bargaining units.** Pool members will be covered by the contractual provisions of this Master Agreement and that bargaining unit agreement.



## **Article 53 - Job Bidding and Transfers**

Section 1. e.): added “intra cost center length of shift change” for bidding within the 12 month period.

Section 2. c.) added: “The employer will consider qualified internal employees who apply following the twenty-one (21) day period if there are no qualified candidates in the external recruitment process.”

Section 2.g.) and the changes outlined below are in reference to successful bidders who will transfer within the existing 28 calendar day requirement:

1. added “All successful bidders shall be required to be compliant with position-specific annual review requirements prior to transfer.”
2. added “This paragraph shall not apply to intra cost center shift change, intra cost center status change or intra cost center length of shift change.”
3. Exception to the 30 day trial period has been modified for Nurse practitioners and Physician Assistants outlined in Section 5.

h.) Language was added for new graduate APPs transferring into new positions once credentialing process which may exceed 4 weeks occurs: “The employer will meet with the candidate if the process is not completed in 8 weeks to identify possible issues. If the credentialing process is not completed within 12 weeks for reasons outside of the employee control, the employee will transfer and work within their current scope of practice until credentialing is complete.”

Section 3: included that **“a plan of correction an employee may be or a written warning or above may be considered when awarding a position.”** As well as, **“In the event of an ongoing disciplinary investigation at the time of transfer, the employer will meet with the applicant and union representative to discuss the status of investigation and whether transfer will be delayed. If there is a delay in the transfer, upon completion of the investigation, the employee will be moved. Delays will not exceed 30 days.”**

Section 5: New Section - “NPs and PAs shall serve a ninety (90) calendar trial period inclusive of classroom training. Within the first 30 calendar days the employee will be provided feedback on their performance. During the first 45 calendar days of the trial period, the employee will be returned to their original position if they so elect or return to their position due to unsatisfactory performance in the new position, if their original position has not been filled. In such cases they can bid on an open external position.”

Section 6: New Section - “In mutual effort to retain employees, the employer may identify to “rescue” an employee. In the event the employee does not meet job requirements/competencies and are not eligible to bid per sec 1 e.) and completed the trial period in Section 4 and 5. The employer and Union by mutual agreement, allow the employee to bid on an external position as a part of a rescue process.”

## **Article 54 - Temporary Transfers Between Kaleida Health Sites**

No Change

#### **Article 55 - Merger, Consolidation, Transfer or Establishment of Work Within Kaleida Health**

No Change

#### **Article 56 - Selling and Closure of Business by Kaleida Health**

No Change

#### **Article 57 - Personnel Files**

No Change

#### **Article 58 - Job Descriptions**

No Change

#### **Article 59 - Scrub Apparel**

No Change

#### **Article 60 - Uniforms**

- Section 4: “Per diems will receive two (2) pants and two (2) shirts”
- New Section 5: “New hires will receive the following uniforms during the first week of work, 3 for full time, 2 for part time, and 1 for per diem. The remainder will be given after the probationary period.”
- New Section 6: “The employer shall implement and maintain substantial inventory from the vendor, create a uniform closet available to all shifts and opportunities for employees to try on uniforms for size.”

#### **Article 61 - Lounge and Locker Facilities**

No Change

#### **Article 62 - Progressive Discipline and Remediation**

- No Change, however, it was made clear that in the event a member is invited to a non-disciplinary investigation or a meeting to obtain a witness statement. **Please request a Union Representative.**

#### **Article 63 - Time and Attendance**

Section 5: added - “or follow the designated department process for call ins [or] will be disciplined according to article 62.”

Section 7.b.): If you do not report to work within 2 hours of your shift you will be considered absent and removed “unless you're needed on another unit.”

Section 7.a.): Changed from 60 minutes to 30 minutes as a requirement for showing up late without communication to supervisor/manager

Section 8 - new section: **“Employees that switch between the extended shift and regular shift throughout the attendance year will be tracked in the time keeping system by adding or subtracting two (2) occurrences to their balance at the time of the job change that impacts their length of shift.”**

**Article 64 - Attendance Bonus**

No Change

**Article 65 - Resignations/Terminations**

No Change

**Article 66 - Bargaining Unit Work**

No Change

**Article 67 - Contracting Out Work**

No Change

**Article 68 - Management Rights**

No Change

**Article 69 - Employer Policies**

No Change

**Article 70 - No Strike – No Lockout**

No Change

**Article 71 - Successorship**

No Change

**Article 72 - Committees**

Section 3.l.): Added to include long term care state staffing

**Article 73 - Health and Safety Committee**

No Change

**Article 74 - Job Security/Committee**

No Change

**Article 75 - Parking Committee**

No Change

**Article 76 - Staffing and Productivity Committees**

Section 6: Added L to include meals and breaks to improve both employee and patient satisfaction.

**Article 77 - Workforce Training and Retraining/Committee**

No Change

**Article 78 - Access to Technology**

No Change

## **Article 79 - Savings Clause**

No Change

## **Article 80 - School Health Services Employees**

Section 3: for the schools, superintendent conference days are now considered regular work days

New section 8: when the school calendar is finalized for the next year, the changes will be reviewed at the next labor management committee

## **Article 81 - Multi-Site On-Call Procedure**

No Change

## **Article 82 - Holidays**

### **For all CWA and 1199 SEIU members excluding the OCH RN's and Professionals**

- Section 1 - new section: "Midshift employees who start between 12pm-3pm on 12/25 and 1/1 will receive the holiday premium"
- Section 2, c.): for full time employees who work 8 hours/5 days a week and a holiday falls within that time frame, the employee will be scheduled for PTO. New Language: "Employees who will not have enough PTO time to cover the holiday may be allowed to pick up a shift in another department to make themselves whole and will not be required to utilize PTO and will not be eligible for bonus for any shifts picked up for this purpose."
- Section 4, a.) - added: or no scheduled holiday
- Section 5, f) - New Language: "The requirement to work a holiday is based on staffing needs. Should all staff not be required, employees may be scheduled on a non-holiday shift during the same work week or granted time off on a rotating basis by seniority."
- Section 5, j.): An employee will not be scheduled to work the eve and the day of Christmas or New Year's unless he or she volunteers to do so. New Language: Exception: For CWA bargaining units who own their weekends, this language will supersede Article 15, Section 12d when applicable.
- Section 5, l): New Language: "An employee who calls in on their scheduled holiday will be required to make up such days on another holiday within the next 12 months unless absence is due to the employee's extended illness (3 or more days), hospitalization, bereavement leave, LOA, Workers Compensation, DBL, continuous PFL, or continuous FMLA."
- Section 5, m): New Language: "If an employee does not meet their holiday commitment or make-up holiday more than one (1) time in a thirteen (13) month period they will receive a progressive discipline beginning with a verbal warning unless an absence is due to the employee's extended illness (3 or more days), hospitalization, bereavement leave, LOA, Workers Compensation, DBL, continuous PFL, or continuous FMLA."

### **FOR OCH RN/LPN**

- Section 2, c.): for full time employees who work 8 hours/5 days a week and a holiday falls within that time frame, the employee will be scheduled for PTO. New Language: "Employees who will not have enough PTO time to cover the holiday may be allowed to pick up a shift in another department to make

themselves whole and will not be required to utilize PTO and will not be eligible for bonus for any shifts picked up for this purpose.”

- Section 4, c.): An employee who calls in PTU or reports off on a holiday will be required to make-up the holiday within the next twelve (12) months unless the absence is due to the employee’s extended illness (three [3] or more days), hospitalization, bereavement leave, LOA, Workers’ Compensation, DBL, continuous FMLA. New Language: “Continuous PFL”; “Failure to make up the holiday as scheduled will result in the employee needing to make-up both the original holiday and the make-up day.”
- Section 4, d.): New Language: “If an employee does not meet their holiday commitment or make-up holiday more than one (1) time in a thirteen (13) month period they will receive a progressive discipline beginning with a verbal warning unless an absence is due to the employee’s extended illness (3 or more days), hospitalization, bereavement leave, LOA, Workers Compensation, DBL, continuous PFL, or continuous FMLA.”
- Section 4, g.) [3 & 6]: Change to Per Diems: “Effective until 1/2/2026,” per diem employees will no longer have a holiday commitment.
- Downsizing on a holiday: New Language: “ Any employees scheduled to work three (3) holidays will be downsized first.”
- New Language: For assigning holidays: “ Union Delegates will be identified by Union Leadership to work with specific managers for this process. The manager and the union delegates will agree on a date and time for this process to occur for the draft of the holiday schedule. Once the process has been completed, the draft will be reviewed at the next Labor Management Meeting before the final is posted.

#### **For OCH Professional Bargaining Unit**

- Section 2, c.): for full time employees who work 8 hours/5days a week and a holiday falls within that time frame, the employee will be scheduled for PTO. New Language: “Employees who will not have enough PTO time to cover the holiday may be allowed to pick up a shift in another department to make themselves whole and will not be required to utilize PTO and will not be eligible for bonus for any shifts picked up for this purpose.”
- Section 3.: Section 4, a.): added: or no scheduled holiday
- Section 4 , i.): New Language: For assigning holidays: “ Union Delegates will be identified by Union Leadership to work with specific managers for this process. The manager and the union delegates will agree on a date and time for this process to occur for the draft of the holiday schedule. Once the process has been completed, the draft will be reviewed at the next Labor Management Meeting before the final is posted.
- Section 4, k.): New Language: “An employee who calls in on their scheduled holiday will be required to make up such days on another holiday within the next 12 months unless absence is due to the employee’s extended illness (3 or more days), hospitalization, bereavement leave, LOA, Workers Compensation, DBL, continuous PFL, or continuous FMLA.”
- Section 4, l.): New Language: “If an employee does not meet their holiday commitment or make-up holiday more than one (1) time in a thirteen (13) month period they will receive a progressive discipline beginning with a verbal warning unless an absence is due to the employee’s extended illness (3 or more days), hospitalization, bereavement leave, LOA, Workers Compensation, DBL, continuous PFL, or continuous FMLA.”

**Article 83 - Union Membership**

No Change

**Article 84 - Pharmacy Shift Rotation at BGH**

No Change

**Article 85 - Payroll Deduction of Union Dues**

No Change

**Article 86 - Political Action Committee Deductions**

No Change

**Article 87 - Labor Management Committees**

No Change

**Article 88 - Temporary Closure of Units/Departments**

No Change

**Article 89 - Security Technology**

No Change

**Article 90 - Health Information Technology**

\*\* added protections for A.I.

Section 4. The Employer and the Union recognize that Artificial Intelligence (AI) is evolving and may in time offer technologies that serve to enhance quality of care and services offered. To the extent the Employer implements AI technology, AI systems must comply with existing laws. Additionally, the Employer is committed to providing training to ensure that all affected employees can use the AI technology effectively, efficiently, and safely.

Section 5. The Employer recognizes the importance of obtaining end-user input prior to implementing new AI technologies. Accordingly, in the event the Employer plans to implement new AI technology expected to impact Union members' terms or conditions of employment, including but not limited to their performance of work duties, the following principles and process shall apply:

- a. The Employer will notify the Unions 120 days in advance of purchasing new AI technologies consistent with Section 1 above when practicable. While the parties recognize that the timeframe for providing notice will differ depending on the circumstances and AI technology in question, they agree that the purpose of advance notice is to give end users information about the potential purchase and an opportunity for input about the AI technology and its implementation.
- b. Upon the purchase of new AI technologies, the Employer will continue engaging end users prior to implementation, including by providing further relevant information that may become available about the new technology, meeting to discuss features and capabilities of the new technology, implementation

of the new technology, and any expected impacts on Union members' terms and conditions of employment resulting from such implementation.

- c. Upon request, the Employer and Unions will bargain over the impact of new AI technology on Union members' wages, hours or other terms and conditions of employment, including training opportunities which may be appropriate relative to the new AI technology and severance if an employee experiences a loss of employment solely as a result of the implementation of AI technology. The Employer will provide the Unions with relevant data to facilitate informed bargaining consistent with its legal obligations.
- d. The Employer commits to providing comprehensive training for all staff utilizing AI technologies. Such training will be developed with input from the Unions and affected employees to ensure that it meets the workforce's needs and facilitates smooth integration into daily operation.
- e. The Employer will not use AI technologies solely for the purpose of monitoring employee actions or imposing discipline. An exception exists for security-related AI technologies designed to ensure a safe and secure workplace and to protect the welfare of employees, patients, the general public and personal property. The use of AI technologies will not violate an employee's privacy rights.

Section 6. Job Security: Both parties commit to exploring all possible alternatives that protect the interests of Union members while addressing the Employer's operational needs. If AI implementation may lead to job displacement, decreasing hours, or freezing positions, the Employer shall prioritize retraining and upskilling initiatives for affected members to ensure:

- a. Transition into new roles created by technological advancements.
- b. Educational opportunities to prepare employees for other job opportunities within the system (hard-to-fill positions) utilizing the 1199 SEIU Training Fund and Article 77, Workforce Training and Retraining.
- c. If the above does not result in job placement for the employee, Article 51 will be utilized.

#### **Article 91 - Float Pool Employees**

Section 2: “ If there are no nursing units that require additional staffing on a particular shift and downsizing is required **prior to the start of their shift**, the float pool personnel will be downsized within their cost center and according to Article 18, Temporary Downsizing. **If there is Overtime or Bonus on a unit and there are float pool employee(s) on their regularly scheduled shift, then the float pool employee(s) will not be offered downsizing. Instead, the unit staff on Overtime or Bonus will be downsized per Article 18, Temporary Downsizing.**”

Section 9.b.4.): MFSH the special procedure float pool to include urology and endoscopy, on call will be required in endoscopy only.

Section 10: Deleted

#### **Article 92 - Charge Nurse**

Section 1. For nurses to be qualified in the charge nurse role, the following criteria must be met.

- a.) The registered nurse or licensed practical nurse in the SNF must have a minimum of (1) year RN or LPN ~~in for~~ SNF experience before being charge oriented;
- b.) **documented** charge nurse ~~classroom~~ training;
- c.) on the job training/orientation by a trained charge RN (LPN in SNF);
- ~~d.) on line learning via Talent Management;~~
- d.) self-evaluation of charge competencies;
- e.) evaluation by the manager of charge competencies, which will be based on the charge nurse competency assessment tool and daily charge check list (where deficiencies are identified the RN (LPN in SNF) will be offered retraining);
- f.) **regular attendance at charge nurse meetings, in-person or virtual preferred or read-and-sign if extenuating circumstances;**
- g.) **attendance at fifty percent (50%) of quarterly charge nurse development/support training programs in-person or virtual preferred or read-and-sign if extenuating circumstances;\*** and
- h.) **participation in at least one (1) site/system nursing/quality committee, unit practice council, LMI, newly created charge nurse council, or unit-based improvement project with nurse manager approval.**

**Notwithstanding the above, it is understood that RNs/LPNs in SNF who currently function in a charge capacity will continue to be assigned as such, but will be required to attend the current Kaleida Health charge nurse program within one (1) year of ratification, if they have not already attended.**



**\*The process of creating development/support training programs shall include the feedback of charge nurses and education from each site.**

Section 2. For BGMC and OCH, ~~T~~the charge nurse assignment will be distributed taking into account an employee's full-time, part-time, and per diem status rotated on an even basis, among all qualified/competent and trained nurses. Such distribution will take place over three (3) scheduled time/blocks. In order to facilitate continuity and consistency of patient care and unit/department operations, consecutive days of charge may be assigned.

Section 3. In the Millard Fillmore Hospital, bargaining units, where permanent charge positions exist, the practice will continue. It is understood that permanent charge nurse assignments:

- a.) will not adversely affect nurse to patient ratios;
- b.) will not be used as management extensions insofar as performing work normally and customarily performed by management and supervisory personnel;
- c.) will be filled by the most senior qualified applicant within the unit/department following posting of the assignment in a prominent place in the unit/department for a period of fourteen (14) days;
- d.) will be posted as per Article 53, Job Bidding and Transfers if the assignment is not filled according to c.) above;
- e.) will be reabsorbed into the unit/department if the Employer eliminates the assignment in the unit/department.

Section 4. For purposes of merger, consolidation and layoff options, permanent charge nurse is an assignment not a job title. RNs (**LPNs in SNF**) will be given the above optioned in Article 55 Merger, Consolidation as a staff nurse in the appropriate job title. The permanent charge nurse assignment will not transfer from one (1) site to another.

Section 5. Charge nurses will be paid in accordance with Appendices D and F of this Agreement.

Section 6. In the skilled nursing facility licensed practical nurses are assigned charge nurse responsibility by the normal manager or supervisor in the absence of an RN and will be paid in accordance with Appendix F of this Agreement.

#### **Article 93 - Hours of Work – Clerical Employees**

No Change

#### **Article 94 - Extended Shifts**

No Change

**Article 95 - Bulletin Boards**

No Change

**Article 96 - Clinical Progression**

Section 1 The clinical progression committee was changed to 20 members.

Section 3 was deleted because it no longer applies,

Section 3 language changed to add other job titles not included, not to exceed 3 job titles during the life of the contract

**Article 97 - OCH Non-Nursing Functions**

No Change

**Article 98 - OCH Non Professional Functions**

No Change

**Article 99 - OCH Non-Technical Functions**

No Change

**Article 100 - Temporary Positions**

No Change

**Article 101- Purchase of a Business by Kaleida Health**

No Change

**Article 102 - Parking**

No Change

**Article 103 - Drug Enforcement Administration (DEA) #**

No Change

**Article 104 - Salaried Employees**

No Change

**Article 105 - Duration**

This will be a 3 year contract from June 1, 2025 through May 31, 2028

**Article 106 - Administration of the ADA**

In section 2.a. we clarified the language to be more in line with existing practice and the law.

**Article 107 - Patient Staffing Plan**

\*\* see a complete copy of the signed TAs at the end of this report

## **Article 108 - Workplace Violence**

- New: Section 1. The safety of staff, patients and visitors is a top priority for the Union and the Employer. To that end, the parties remain focused on continually assessing and improving safety at all sites. A security plan with input from the Union will be designed and implemented that will enhance the safety and security throughout the system.
- Section 3: Added:
  - Workplace security (allowing the union to push for more security, including technology).
  - Maintenance of a dashboard for monitoring the Kaleida Health system security.
  - We added strategies to policies, programs, and procedures for the prevention of violence and potential violence.
  - Training and education programs on violence prevention, verbal de-escalation, and relevant security issues including didactic and “in-environment” training of all employees.
  - Security overview and education in New Employee Orientation.
  - Employees should use the Lighthouse ( or equivalent) system to document incidents.
  - In addition, the Employer and the Union entered into Letter of intent #10, Workplace Security, as part of the 2025 Master Agreement negotiations to identify certain short and long term initiatives and continuing strategies to further their mutual interest to enhance security throughout Kaleida Health system. Please review letter of intent #10.

## **Article 109 - Staffing Incentive Program**

- Section 1: Removed the dates from the last contract duration and added the dates for the new contract
- No changes in bonus amounts
- Section 8: references to how shift will be awarded and it will be based on the language in article 15, Hours of Work and Work Schedules.
- Section 9: Removed the dates from the last contract duration and added the dates for the new contract

## **Appendix A - Clerical Employee Salaries** (pay scales will be in the signed TA provided)

- Raises
  - June 1, 2025 - 3%
  - June 1, 2026 - 3%
  - June 1, 2027 - 4%
- Creation of a 25th year step starting January 1, 2028 of a 3% raise
- Upgrade of the Lead Abstractor Specialists to a C10
- 3rd shift differential increase
  - At the time of ratification - \$2.20 per hour
  - June 1, 2026 - \$2.45 per hour
  - June 1, 2027 - \$2.70 per hour
- Trainer pay - increase to \$2.50
- Section 6. - Employees floated from their current position, to another unit/cost center/department under the provisions of Article 19 shall be entitled to a two dollar per hour (\$2.00/hour) differential for all hours worked regardless of the number of hours floated. The two dollar (\$2.00) per hour differential will not apply to Float Pool
- Section 7 - added to the end of the existing section, “except that an employee who previously held a “lead ” or “senior ” job title and returned to a non “lead” or “senior” title for the same position will be rehired at their prior wage step.

## **Appendix B - Maintenance Employee Salaries** (pay scales will be in the signed TA provided)

- Raises
  - June 1, 2025 - 3%
  - June 1, 2026 - 3%
  - June 1, 2027 - 4%
- Creation of a 25th year step starting January 1, 2028 of a 3% raise
- 3rd shift differential increase
  - At the time of ratification - \$2.20 per hour
  - June 1, 2026 - \$2.45 per hour
  - June 1, 2027 - \$2.70 per hour
- 

**Appendix C - Professional Employee Salaries** (pay scales will be in the signed TA provided)

- Raises
  - June 1, 2025 - 3%
  - June 1, 2026 - 3%
  - June 1, 2027 - 4%
- Creation of a 25th year step starting January 1, 2028 of a 3% raise
- Upgrade of the Licensed Clinical Social Workers (MSW - Schools) to P7
- 3rd shift differential increase
  - At the time of ratification - \$2.20 per hour
  - June 1, 2026 - \$2.45 per hour
  - June 1, 2027 - \$2.70 per hour
- 3rd Shift Differential for Clinical Laboratory Scientist, Senior Clinical Laboratory Scientist and Lead Clinical Laboratory Scientist increased to \$4.50.
- Trainer pay - increase to \$2.50
- Section 6 - added to the end of the existing section, “except that an employee who previously held a “lead ” or “senior ” job title and returned to a non “lead” or “senior” title for the same position will be rehired at their prior wage step.

**Appendix D - Registered Nurse Salaries**

- Raises (pay scales will be in the signed TA provided)
  - June 1, 2025 - 3%
  - June 1, 2026 - 3%
  - June 1, 2027 - 4%
- Creation of a 25th year step starting January 1, 2028 of a 3% raise
- Operating Room Service Line Coordinator differential - increase to \$3.00 per hour (for all time the employee is paid in that job title)
- Creation of Adult Site Rapid Response Nurse differential - \$6.00 per hour (for all time that an employee is assigned to be the Rapid Response Nurse)
- Preceptor pay - increase to \$3.25 per hour
- Triage pay - increase to \$3.00 per hour
- Charge pay - increase to \$3.00 per hour
- No change to any shift differentials

**Appendix E - Service Employee Salaries** (pay scales will be in the signed TA provided)

- Raises
  - June 1, 2025 - 3%
  - June 1, 2026 - 3%
  - June 1, 2027 - 4%

- Creation of a 25th year step starting January 1, 2028 of a 3% raise
- Upgrade of the following titles to S4:
  - Companion, Environmental Service Aide, Environmental Service Aide SNF, Grill Cook, Hospitality Associate, Indirect Care Aide, Laundry Attendant, Laundry Attendant SNF, Laundry Helper, Long Term Care Sitter SNF, Mail Clerk, Nurse Assistant, Nutritional Service Worker, Nutritional Service Worker SNF, Patient Support Associate, Receiving Clerk / Dietary, Recreational Helper, SPD Aide
- Upgrade of the following titles to S5:
  - Certified Nursing Assistant SNF, Certified Nursing Assistant / Nurse's Aide Trainee SNF, Rehabilitation Aide SNF
- Upgrade of the following titles to S5A:
  - Patient Care Assistant, Patient Care Assistant - Student Nurse
- 3rd shift differential increase
  - At the time of ratification - \$2.20 per hour
  - June 1, 2026 - \$2.45 per hour
  - June 1, 2027 - \$2.70 per hour
- Section 5 - added to the end of the existing section, "except that an employee who previously held a "lead " or "senior " job title and returned to a non "lead" or "senior" title for the same position will be rehired at their prior wage step.

#### **Appendix F - Technical Employee Salaries** (pay scales will be in the signed TA provided)

- Raises
  - June 1, 2025 - 3%
  - June 1, 2026 - 3%
  - June 1, 2027 - 4%
- Creation of a 25th year step starting January 1, 2028 of a 3% raise
- Shift Differentials:
  - Increase of 3rd shift differential for Histology Technicians and Histology Assistant to \$4.50 for night shift
  - Increase of 3rd shift differential for Respiratory Therapist, Respiratory Therapist - Stabilization Team, Respiratory Therapist Transport, Respiratory Therapist Coordinator, Pulmonary Function Respiratory Therapist, Respiratory Therapist SNF, Respiratory Therapist Transport Coordinator to \$4.50 per hour
  - 3rd shift differential increase
    - At the time of ratification - \$2.20 per hour
    - June 1, 2026 - \$2.45 per hour
    - June 1, 2027 - \$2.70 per hour
- Upgrade of the Licensed Practical Nurses - LPNs to a new grade of T11A which is 50% between current T11 and T12 pay grades.
- Upgrade of Autopsy Assistants to T10
- Charge pay will apply to LPNs serving in the charge role in Long Term Care.
- Section 10 - added to the end of the existing section, "except that an employee who previously held a "lead " or "senior " job title and returned to a non "lead" or "senior" title for the same position will be rehired at their prior wage step.

#### **Appendix G - Kaleida Health Bargaining Units**

No Change

#### **Appendix H - Grievance Form**

The existing grievance form has been updated to include needed pertinent information as well as update the layout.

**Letter 1: Long-Term Care Needs List Administration**

Agreed upon that this letter will end once the employer moves to the electronic scheduling system. From that point on, shifts will be awarded based on the process outlined in Article 15 of the contract.

**Letter 2: Healthcare Related Joint Ventures**

No Change

**Letter 3: SEIU Upstate Regional Labor Management Project Fund**

- Name change to John R. Oishei Children's Hospital

**Letter 4: Rotating Wheel**

No Change

**Letter 5: Rotating Wheel #2**

No Change

**Letter 6: Healthy Work Environment**

Added: The Employer and Unions commit to establishing and maintaining a healthy work environment for employees. This includes forming a joint wellness sub-committee as part of the Health and Safety Committee.

**Letter 7: Diversity, Equity, and Inclusion (DEI)**

No Change

**Letter 8: Side Letter Use of ESB for Injury or illness sustained during paid union time**

No Change

**Letter 9: Service Employee Annual Retention Payments**

No Change

**MOU 1 - DMH/TCCS Life Insurance**

Clean up Degraff Memorial Hospital changed to Degraff Medical Park

**MOU 2 - RNFAs Millard Fillmore**

No Change

**MOU 3 - Health Insurance Grandfathering**

No Change

**MOU 4 - OR SLLs BGH and MFH**

No Change

#### **MOU 5 - Holidays in the ORs at OCH for the RN and Technical Bargaining Units**

- Added Holidays, Martin Luther King and Juneteenth in section 1.

#### **MOU 6 - Red Circled Employees**

No Change

#### **MOU 7 - Maintenance Employee Allowances (SEIU1199)**

- Allowance reimbursement changed from \$600.00 to \$700.00 dollars

#### **MOU 8 - Seasonal Employees**

No Change

#### **MOU 9 - Special Projects – 1199 SEIU**

No Change

#### **MOU 10 - Rotating Positions**

Removed the following positions from section 6:

- OCH Admissions - Patient Registration Representative
- OCH Pharmacy - Pharmacists
- OCH Sterile processing - Central Supply Technician
- OCH Radiology Diagnostic - Radiology Technologist and CATT Scan Technologist
- OCH Ultrasound - Lead Ultrasonography Technologist and Ultrasonography Technologist
- OCH MRI - Certified MRI Technologist and MRI Technologist
- OCH Oper Rms Peds Gyn - Surgical Technologist
- OCH Distribution Services - Materials Handler

Positions added in section 6:

- OCH Nurse Practitioners - Physician Assistants

#### **MOU 11 - Drop and Add Relative to FTE**

No Change

#### **MOU 12 - Flexible Employees**

- No Change

#### **MOU 13 - Bulletin Boards**

- Address change for OCH Child Advocacy Center; 899 Main Street
- Address change for CWA 1100 Main Street breakroom /BGMC OR Breakroom

#### **MOU 14 - Contract Printing**

No Change

#### **MOU 15 - MFH/RN Self Staffed/Closed Units**

Section 3 deleted. NICU eligibility as a self-staffed unit will be re-evaluated 6 months after ratification.

### **MOU 16 - OR Service Leaders at OCH**

No change. Clean up, WCHOB changed to OCH.

### **MOU 17 - OCH Per Diem Employees Holiday Commitment**

No Change

### **MOU 18 - OCH RN Mandatory Overtime**

No Change

### **MOU 19 - OCH RN STAT Team**

#### **Memorandum of Understanding # 19 OCH RN/RT STAT Team**

Section 1. STAT Team will be eligible for forty-eight (48) hours of educational time per calendar year, thirty-two (32) hours of which will be scheduled by the Hospital. The other sixteen (16) hours per calendar year of educational time will be scheduled based on the request of the nurse/**respiratory therapist** as approved by his or her supervisor. Reports of educational activity will be submitted by each employee as requested by the management representative designated by the Hospital.

Section 2. ~~The Stat Team will self-schedule their own dedicated hours. The schedule will be completed one week prior to PICU/ED schedule requests due date. Remaining hours up to FTE status will be scheduled in the respective units to maintain competency. The~~ **STAT teams dedicated hours will be scheduled on a four (4) week time block according to the department schedule. Remaining hours will be assigned in the respective units to maintain competency.**

Section 3. Every attempt will be made to have two (2) Stat-RNs ~~Teams~~ scheduled **Monday – Friday 7:00am – 7:00pm (excluding holidays).** ~~for each day shift, There will be two (2) dedicated STAT RN's and one (1) dedicated Respiratory Therapist without an assignment. In the event a second RN is unable to be scheduled, a second RN from the respective unit will be assigned without an assignment to work to their competency within the hospital. If no STAT RN's are out on transport, the second RN may have a short term assignment, for example, start an admission, cover breaks, or discharge a patient. One STAT team will be scheduled for all other hours of operation, with the understanding that the 2nd Team may be on call as indicated. Only one will be dedicated but it may be necessary to mobilize the 2nd nurse. The second STAT RN will be scheduled in the respective unit in accordance with unit seniority. If the STAT Team(s) are out on transport, every effort will be made to cover the hospital utilizing Article 15, Hours of Work and Work Schedules.~~

Section 4. Additional duties and responsibilities of the STAT **Team** RN will be assigned with the understanding by all staff that the STAT **Team** RN is expected to leave immediately should a transport call come in. When the STAT **Team** RN leaves on a call, she/he will notify the designated individual so that this person informs the departments of the STAT **Teams**-RN's temporary unavailability.

### **MOU 20 - OCH RN Neonatal Transport Nurse**

No Change



**MOU 21 - OCH RN & Technical – ECMO Specialists**

No Change

**MOU 22 - Paid Time Off Grandfathering**

Deleted charts (a) Buffalo General Hospital Registered Nurse accrual rate and (b) Buffalo General Hospital Technical, Clinical-clerical Accrual rate.

WCHOB changed to John R. Oshei Children's Hospital

**MOU 23 - OCH RN/LPN – Floating Grid**

Under primary float grouping, added “**Appropriate assignment based upon competency and Patient mix, Under Maternity we added J7**”

**MOU 24 - Hospital Certification / Designations**

Removed International Union of Operating Engineers, hereinafter referred to as IUOE

**MOU 25 - Uniform Colors - LTC and Hospital Nursing Units**

If the Employer decides to modify uniform colors in the future, the union agrees to have a discussion.

**MOU 26 - Adult Site RN & Surg Tech Floating Grid**

\*\* There are significant updates to the floating grids to limit floating and control floating to comparable areas. Please review the signed TA also published to review changes.

**MOU 27 - Categories of Employees in the BGMC Dietary Department**

No Change

**MOU 28 - BGMC RN Self Staffed Closed Units**

No Change

**MOU 29 - Vacant Position Tracking**

Added this system will be created within 6 months following ratification of the 2025 CBA. In the interim, there will be a standing monthly meeting to review vacant positions within the Kaleida system to be led by the Senior Director of System Resource Management.

**MOU 30 - DMP RN - Hours of Work Weekend Commitment**

No Change

**MOU 31 - Clinical Pharmacy Coordinator Qualifications**

Removed Kristen Johnson OCH pharmacy and Brian Kersten BGHC pharmacy.

**MOU 32 - Flint Road: Endo-Diabetes Titles**

Address change from 750 to 705 Maple Rd: Endo-Diabetes

Added Clinical Dietician-Diabetes Educator

**MOU 33 - DeGraff/Millard Clinical Nurse Educators**

Clean up. Millard Fillmore Suburban Hospital and Degraff Memorial Hospital to Degraff Medical Park

**MOU 34 - Multi-Site Float Pool- Clinical Lab Scientists**

Clean up. Changed (6) major holidays to (8) major holidays.

**MOU 35 - BGMC/CWA Surgical Technologist Assignments**

No Change

**MOU 36 - CWA/MFS On-Call Courier Assignment - Flint Road Labs**

No Change

**MOU 37 - Adding BGMC MICU NP/PA 10 Hour Shifts**

- No Change

**MOU 38 - MFSH Critical Care RNs in MFS Nursing Floats (13030 Floating to DMP ED)**

No Change

**MOU 39 - NFTA Public Transit Discount**

Clean up. Removed International Union of Operating Engineers

**MOU 40 - Variable Start Time process for 1199/SEIU Members**

No Change

**MOU 41 - Millard Fillmore Suburban Temporary Closure of Units**

No Change

**MOU 42 - Service Employee International Union 1199SEIU Labor Management Initiative**

No Change

**MOU 43 - Contracting Out Work / Bargaining Unit Work**

In C.)

- Removed Neuro Alert and added Accurate Neuro Monitoring. Removed EEG technicians and changed title to IOM technologist.
- Removed EEG technician and changed title to IOM technologist.
- Removed EEG technician and changed title to Electro Neurodiagnostic Technologist
- The parties agree that if there are changes regarding coverage of Electro Neurodiagnostic work. Removed the need occurs to cover EEG work between various sites if Kaleida Health, they will meet to negotiate such multisite floatpool language.
- Changed EEG technician to Electroneurodiagnostic Technologist
- Changed Electro Neurodiagnostic *technician* to *Technologist*

**MOU 44 - Quarterly Job Review Committee**

No Change

**MOU 45 - Business Office Clerical Overtime at Larkin**

- In the opening, updated the operating hours of The Larkin Building to 6:00am - 8:00pm
- Added: All additional time and overtime for Coding Specialists will be scheduled during the hours of 6:00 AM and 11:00 PM, subject to management

**MOU 46 - Definition of “Closed Unit”**

LPNs were added to this MOU for OCH

**MOU 47 - APP Security**

No change except for updating the MOU to reflect the new dates of the contract

**MOU 48 - CWA / MFS Cost Center 13317: MFS Maternity Floats**

No Change

**MOU 49 - MFSH RN Weekend Commitment**

No Change

**MOU 50 - Flint Road PSC and Phlebotomy Service Cost Center 20751**

No Change

**MOU 51 - APP On-Call**

No Change

**MOU 52 - Lead Aprons**

No Change

**MOU 53 - Short Shift Positions for Staffing Support Trial Program**

No Change

**MOU 54 - Flint Road Courier CC# 20749**

No Change

**MOU 55 - Enhanced Staffing Positions**

No Change

**MOU 56 - BGMC /GVI Procedure Lab Cross Training**

- A change was made making crosstraining in the Procedure Lab from mandatory to voluntary.
- Section 1: Deleted previous language discussing creating a workgroup. The new Section 1 states that any staff hired into Procedure Lab will be offered the opportunity to crosstrain into other modalities.
- Section 2: Added language stating that all new staff will be trained and competent in their hired position prior to training in other modalities. Staff crosstraining to an additional modality will receive an additional 8 weeks of orientation in the secondary modality. Once trained and off orientation, staff will have the ability to pick up additional shifts and call at their own discretion. If staff are interested in cross training they are to put in writing to their manager.

- Section 3: Refers to being helping hands. Nurses who act as helping hands will not be required to take the primary nurse assignment, but may take a secondary nurse role.
- Section 4: States that any staff in a dual modality role will be converted back to their primary specialty.
- Section 5: Within 30 days of ratification, a staff meeting will be held that are affected by modifications to this MOU to review and explain changes.
- Section 6: Within 30 days of ratification, Kaleida Health will send an official letter to staff impacted by these changes.

#### **MOU 57 - Settlement Agreement OCH RN / RT Weekend Schedule**

- No change except for updating the MOU to reflect updated dates in the new contract

#### **MOU 58 - NA Training Program**

No Change

#### **New Letter - Workplace Security**

As detailed in Article 108 of the Master Agreement, Kaleida Health, Communication Workers of America and 1199SEIU United Healthcare Workers East acknowledge and agree that the safety of staff, patients and visitors is a top priority.

This Letter of Intent is entered into as part of the parties' commitment to assessing and improving security at the various Kaleida sites. The Workplace Violence Sub-Committee will continue to meet and evaluate safety and security concerns and make recommendations to enhance workplace safety and develop strategies to help ensure a safe and secure work and patient care environment.

Kaleida and the Unions dedicated substantial time during the 2025 Master Agreement negotiations to discussing security-related matters, which included presentations and opportunities for input from Kaleida security representatives and Union safety directors. From those discussions, the parties developed short- and long-term initiatives and continuing strategies to further their mutual interest to enhance system security.

#### **Short-Term Initiatives**

Kaleida has implemented or will begin implementing the following initiatives within six (6) months of ratification of the 2025 Master Agreement:

- Develop a dashboard to monitor the status of pending Kaleida Health security initiatives;
- Evaluate existing complement of security and guest relation positions at patient check-in areas and adjust as appropriate (to include a security guard at HighPointe first shift);
- Evaluate existing complement of security at employee entrances and adjust as appropriate (to include a security guard during high traffic times at the E building entrance);
- Work with third-party stakeholders on security issues, including but not limited to providing for escorts to vehicles at appropriate off-site locations;
- Install weapons/acceptable behavior signage;
- Incorporate security overview and education into new employee orientation;

- Provide training and education programs on violence prevention, verbal de-escalation, and other relevant security issues, including didactic and in-environment training of all employees;
- Evaluate need for additional surveillance cameras and install in appropriate locations;
- Evaluate need for additional panic alarm systems and install in appropriate locations;
- Evaluate need for additional door locking mechanisms/card access restrictions and install in appropriate locations;
- Research, test and, as appropriate, implement employee "wearable" alarms; and
- Evaluate need for security impact film and/or ballistic glass and install in appropriate locations.

### **Long-Term Initiatives**

Kaleida has implemented or will begin implementing the following initiatives within twelve (12) months of ratification of the 2025 Master Agreement:

- Research, test and implement a weapons detection system in the emergency departments;
- Research, test and implement a mass communication system Kaleida-wide;
- Evaluate existing access points at all facilities and potential reduction of same; and
- Evaluate safety and security issues relative to parking structures.

### **Continuing Strategies**

Kaleida will, on an ongoing basis, research and evaluate the advantages and feasibility of implementing additional security measures, including but not limited to:

- Installing a system of bag checks, wandering, and other weapons detection technology, or a combination thereof at various facilities throughout Kaleida;
- The assignment and scheduling of security personnel, including potential onboarding of additional personnel;
- Coordinating with law enforcements and other entities relative to workplace safety and security-related issues;
- Performing vulnerability assessments to better understand risks and identify potential areas for enhancement or adjustment of current security processes and practices; and
- Developing metrics for success, including response times, security breach occurrences, and employee feedback scores.

### **New Letter - Implementation of Infor**

Section 1. As detailed in Article 15 of the Master Agreement, entitled Hours of Work and Work Schedules, Kaleida Health, Communications Workers of America, AFL-CIO and 1199SEIU United Healthcare Workers East discussed issues related to the implementation of the new timekeeping system Infor.

Section 2. Based upon those discussions, it is clear that the implementation of Infor will be a significant undertaking for the Employer and will have a significant impact on employees required to use the new system. In recognition of this, the parties had extensive discussions during the 2025 Master Agreement negotiations to anticipate potential operational issues and impacts on employees relating to filling open

shifts once Infor is implemented. Following those discussions, the parties agreed to amend Article 15 to outline the intended process after Infor is implemented to promptly and reliably:

- a. Fill open shifts on a pre-posted (DRAFT/MOCK) schedule;
- a. Fill open shifts on a posted schedule;
- b. Fill open shifts that occur after the schedule is posted; and
- c. Fill-staff shortages that occur on a shift to shift basis.

Section 3. Therefore, the parties agree that:

- a. Within thirty (30) days of the ratification of this Agreement an Infor Implementation Committee will be formed. The parties will meet and mutually agree to a meeting schedule, committee composition, the end date for the committee with the understanding that the committee will continue to meet and confer as needed to address implementation-related issues that negatively impact bargaining unit members, and set the agenda/format for the meeting. The committee will consist of ten (10) union representatives who will be paid for all time spent in such meetings.
- b. If during the course of the committee meetings, it is discovered that the negotiated contract language does not effectively accomplish the items listed in Section 2. a.) through d.) above, the Employer will notify Union leadership. Union leadership will identify the Union representatives from the affected units/departments who will immediately meet and confer to discuss the underlying issues and potential causes.
- c. If changes to Article 15 are deemed necessary to accomplish the items in Section 2. a.) through d.) the parties shall meet to bargain such changes.
- d. The employer intends to promptly fill open shifts that become available after a schedule is posted. Pursuant to Article 15, Hours of Work and Work Schedules, Section 10.b), openings that exist more than seventy-two (72) hours before the start of the shift will be posted to the electronic scheduling system for forty-eight (48) hours and then award pursuant to the criteria therein. The employer expects that most shifts posted under Sections 10.b) will be awarded within forty-eight (48) hours of the end of the posting period, with priority given to those shifts starting soonest. All shifts will be awarded within three (3) business days after the end of the posting period. Kaleida will make all reasonable efforts to lessen the amount of time to award shifts, taking into account operational processes and technological advantages available under the electronic scheduling system. Opportunities to lessen the time to award shifts posted under Section 10.b) will be an agenda item for discussion with the Infor Implementation Committee.
- e. e. Implementation of Infor will not occur until after the implementation of Kaleida's new electronic health record.

### **New Letter - Just Culture**

Just Culture aims to create a workplace where individuals feel safe to report errors, where organizations learn from mistakes, and where both individuals and the organization are accountable for safety and quality. It is a model of workplace accountability that balances the individual's responsibility for their actions with the organization's responsibility for system design and improvement. It emphasizes reporting of errors and near-misses without fear to support learning and mitigation thus preventing future occurrences and improved systems.

In order to foster a safe, transparent environment where errors are reported and learned from, promoting shared accountability and continuous improvement in patient safety, the Employer and Unions have implemented Just Culture.

The Employer and Unions will continue to work in collaboration to ensure the full implementation of Just Culture and foster shared system and individual accountability.

#### **New Letter - Multi-Site Neuro Diag. Technologist**

The existing MOU from the life of the last agreement is being placed into the contact:

This Memorandum of Understanding ("MOU") is entered into between Kaleida Health ("Kaleida"), the Communication Workers of America, AFL-CIO ("CWA"), and the Service Employees International Union/1199 ("SEIU") hereinafter referred to "Unions".

WHEREAS, Multi-Site float pool Electroneurodiagnostic Technologist positions have been established, in Article 107 Staffing of the Master Agreement.

WHEREAS, these were created at Buffalo General Medical Center ("BGMC"), Millard Fillmore Suburban ("MFS") and John R. Oishei Children's Hospital ("OCH"), and

WHEREAS, the Employer and the Unions have agreed that only one of the positions will be created as a multi-site float pool position providing flexible, competent staff to cover hard-to-fill positions, leaves of absences, census fluctuations and unscheduled absences, and

WHEREAS, the one position that will be created as a Multi-Site Float Pool position is the 1.0 position that will be based out of the MFSH bargaining unit. The positions at BGMC and OCH will be created at BGMC and OCH and will not be part of the Multi-Site Float pool.

NOW, THEREFORE, the Employer and Unions agree:

1. The Employee hired into the Multi-site Electroneurodiagnostic Technologist float pool will follow all provisions of Article 52 Multi Site Float Pool, with the exception of PTO and Holidays as outlined below.
2. The 1.0 position based out of the MFSH bargaining unit will be created and will primarily be scheduled at MFSH and OCH, with coverage at BGMC as needed.
3. Electroneurodiagnostic Technologist Multi-site Float pool employee will be scheduled in the department with the greatest need, and per management's discretion.
4. The Multi-Site Float Pool position schedule will be posted and with the site assignments clearly indicated on the final schedule for the time block. Should there be a need to change the location of the assignment on any given day due to call offs, the Multi-Site Float Pool employee will be contacted no later than one (1) hour prior to the start of the shift to alert them of assignment change.
5. Per Article 52, Multi-Site Float Pool, section 6. "Multi-Site float pool employees will not be required to float to more than one site per shift."

6. The Electroneurodiagnostic Technologist Multi-site Float pool employee is not required to take call but may volunteer to participate in call at BGMC.
7. The Electroneurodiagnostic Technologist Multi-site Float pool employee will maintain competencies in EEG at all sites; MFSH, BGMC and Oishei.
8. The new cost center/unit will be separate from any other site Electroneurodiagnostic Technologist cost center.
9. The positions will be posted and awarded per Article 53, Job Bidding and Transfers of the Master Agreement.
10. Any successful internal applicant selected for this position will not transfer into said position until the position they are vacating is filled.
11. PTO requests per the language outlined in Article 27 PTO scheduling.
12. This Electroneurodiagnostic Technologist Multi- site float pool position will not be required to work weekends.
13. This Electroneurodiagnostic Technologist Multi - site float pool position will not be required to work Holidays but may sign up on the preference list at any site if they wish to volunteer to do so.
14. Should there be a need to downsize staff at the site the Multi-Site Float Pool staff member is scheduled for, Management will first reach out to the other sites to determine if the Multi-Site Float Pool staff member can be utilized at another site. If the employee can be utilized at another site they will be notified of the assignment change at least one (1) hour in advance of the shift. If there is not a need for the Multi-Site Float Pool staff member at any other site, they will be offered the opportunity to downsize as set forth in Article 18, Temporary downsizing. Should that not result in appropriate downsizing, staff at the affected site will be offered the opportunity to downsize next per Article 18, temporary downsizing.
15. The parties agree to review this MOU every 6 months to determine the effectiveness of the Multi-site Neuro Diagnostic Technologist float pool.
16. The 1.0 BGMC Electroneurodiagnostic Technician, outlined in Article 107, section 2 BGMC New Positions, will be converted from a Multi-Site Float Pool Position to a part time (.76) Weekend only position.
17. The .50 OCH Electroneurodiagnostic Technician, outlined in Article 107, section 3 OCH New positions, will be converted to an OCH only position and will be brought to job security no later than December 31, 2024.
18. All positions listed above will be posted simultaneously.

#### **New - Multi Site EP**

This Memorandum of Understanding ("MOU") is entered into by and between Kaleida Health ("Kaleida"), the Communications Workers of America, AFL-CIO ("CWA") and the Service Employees International Union/1199 United Healthcare Workers East ("SEIU"), hereinafter referred to "Unions".

WHEREAS, there is a need to create an Electrophysiology Procedure (EP) lab at the Millard Fillmore Suburban Hospital (MFSH) and to provide flexible, competent staff to work between Millard Fillmore Suburban Hospital and Buffalo General Medical Center (BGMC);



WHEREAS, this program was developed to increase access for patients of electrophysiology procedures, including ablations and device implants. These electrophysiologists will need procedure labs in which to perform procedures, so we needed to increase the number of labs.

WHEREAS, the Employer and the Union entered into an agreement to create new CVRT EP/Cardiac & Special Procedures Nurses at MFSH and in a Multi Site Float pool;

WHEREAS, it is agreed that there will be two (2) part time (.51) day shift RN Special procedures positions posted at MFSH to establish the EP cost center. There will be one (1) full time and one part time (.76) RN Special Procedures positions posted in the Multi Site Float Pool and there will be two (2) full time and one part time (.76) CVRT positions posted in the float pool listed above.

NOW, THEREFORE, the Employer and the Union do hereby agree after the date this agreement is signed that;

1. EP CVRT & Special Procedures Nurses, as part of this agreement, will be trained in EP at BGMC and will be signed off as competent before being assigned to work at MFSH.
2. The EP Special Procedures Nurses at MFSH will be assigned to BGMC twice a month to maintain their full EP competency as Ablations will not be performed at MFSH. When MFSH staff are assigned to work at BGMC they will be paid float pay as outlined in this MOU.
3. The Multi Site Float positions will be posted as outlined below:
  - a. One FT Special Procedure RN - BGMC RN Bargaining Unit
  - b. One PT Special Procedure RN (.76) - MFSH RN Bargaining Unit
  - c. One FT and one Part Time (.76) CVRT - MFSH Bargaining Unit
  - d. One FT CVRT - BGMC Bargaining Unit
4. Existing EP CVRT & Special Procedures Nurses in the BGMC Procedure Lab (14128) on the date of the signing of this agreement will not be obligated to float to MFSH EP Lab Department.
5. EP CVRT & Special Procedures Nurses in the Multi Site Float pool and the MFSH Special Procedure RN's who are assigned to work at BGMC two (2) times per month to maintain their competency and will work alongside competent staff at BGMC and will receive the following differential for all hours worked.
  - a. RN - \$5.00 per hour
  - b. Tech - \$5.00 per hour

The above differential will not apply when picking up extra shifts at BGMC.

6. Once the employee is assigned to float under this agreement, they will remain at the site for the entire shift.
7. Once the float employee has reported to and clocked in to work at and the unit is downsizing, the float personnel will be included in the units downsizing. If there is work available at the other site, employee may volunteer to report to that site.
8. EP CVRT & Special Procedures Nurses in the Multi Site Float Pool will be given at least one (1) hour notice, prior to the beginning of their scheduled shift, if they are to report to a different site. Every effort will be made to pre schedule the employee ahead of time to a specific site when possible.

9. Multi Site Float Pool employees could be assigned to work weekends or Holidays as consistent with the current departmental practice;
10. Multi Site Float Pool RN employees hired under this MOU will be paid RN - Float under Appendix D, Registered Nurse Salaries of the Master Collective Bargaining Agreement;
11. Multi Site Float Pool Employees will be covered by the contractual provisions of the Master Agreement, and follow their specific bargaining unit rules with regards to PTO Article 27, Holidays Article 82, Overtime Article 25, etc.;
12. All positions will be posted as Multi Site Float Pools and tagged as \*Multi-Site Float\* on the jobposting;
13. The positions will be posted and awarded per Article 53, Job Bidding and Transfers of the Master Agreement;
14. The parties agree to meet to review the success of the EP Multi Site Float Pools within six (6) months of implementation and again twelve (12) months from implementation.

### **New - RN Multi Site Floats**

The existing MOU from the life of the last agreement is being placed into the contact:

This Memorandum of Understanding ("MOU") is entered into by and between Kaleida Health ("Kaleida"), the Communications Workers of America, AFL-CIO ("CWA") and the Service Employees International Union/1199 United Healthcare Workers East ("SEIU"), hereinafter referred to "Unions".

WHEREAS, there is a need to create four (4) RN Multi-Site Float pools between Buffalo General Medical Center, Millard Fillmore Suburban Hospital (MFSH), Oishei Children's Hospital (OCH) and DeGraff Medical Park ED, to provide flexible, competent staff when there are staffing shortages;

WHEREAS, the float pools that would be created include:

- Adult Site Medical Surgical / Telemetry Float pool (BGMC/MFSH)
- ED Critical Care Float pool (BGMC/MFSH/DMP)
- Adult Site Critical Care Float pool (BGMC/MFSH)
- Maternity Float Pool (MFSH/OCH)

WHEREAS, it is agreed that there will be two (2) night shift positions posted for each float pool listed above. Should the Employer determine there is a need to post additional positions, management will present that need to the union during the review of this MOU.

THEREFORE, the Employer and the Unions do hereby agree:

1. Multi-Site Float Pool employees hired under this MOU will be paid RN- Float under Appendix D, Registered Nurse Salaries of the Master Collective Bargaining Agreement;
2. Multi Site Float Pool employees will be covered by the contractual provisions of the Master Agreement, including but not limited to Article 52, Multi-Site Float Pool and follow their specific bargaining unit rules with regards to PTO Article 27, Holidays Article 82, Overtime Article 25, etc. with the following exceptions:
  - a. Due to the complex nature of the RN Multi Site Float Pools - Employees in the RN Multi Site Float Pools listed Night Shift above shall also receive the following differentials for all hours

paid. The differential below supersedes the amount listed in Article 52, Section 5. and Appendix D, Section 3.

- i. Day Shift - \$10
  - i. Evening Shift - \$15
  - ii. Night Shift - \$20
- b. Multi-Site Float Pool employees could be assigned to work every other weekend.

3. Employees who take a position in the Multi Site Float Pool will be placed in short term assignments. Short term assignments shall be defined as an assignment to a particular site for the entire four (4) week time block during which time the employee will be considered part of that cost center for routine time requests; Exception: For Multi Site Maternity Float Pool, the employee will be considered part of that maternity float pool cost center for routine time requests;

4. Those Employees hired into the Multi Site Float Pool would be required to follow the Holiday language as listed in Article 82 Holidays of the Master Collective Bargaining Agreement for their bargaining unit;

5. In the event they can be downsized in the department they are assigned to, they will be floated to another unit at that site per the floating grid listed in MOU #23 OCH RN/LPN -- Floating Grid and MOU # 26 Adult Site RN and Surgical Technologist Floating Grid or offered the opportunity to go home or go to the other site to complete their shift;

6. Overtime rules will apply for the RNs bargaining unit regardless of what site RN is working at;

7. There will be an equal number of positions will be assigned to the appropriate bargaining units for example if there are two (2), night shift, Adult Site Critical Care positions posted, one (1) position will be posted in the BGMC RN Bargaining Unit and one (1) position will be posted in the MFSH RN Bargaining Unit;

8. For the purposes of this MOU only, DeGraff Medical Park RNs will be considered from within the bargaining unit, for purposes of bidding on the MFSH RN positions, under Article 53, Job bidding and transfers section 2, a).

9. All positions will be posted as Multi Site Float Pools and tagged as \*Multi-Site Float\* on the job posting;

10. The positions will be posted and awarded per Article 53, Job Bidding and Transfers of the Master Agreement;

11. The parties agree to meet to review the success of the RN Multi Site Float Pools within six (6) months of implementation and again twelve (12) months from implementation

#### **New Side Letter - Employees Working 16 Hours in a 24 hour Period**

It is agreed to and understood by Kaleida Health and the 1199 SEIU United Healthcare Workers East, Communications Workers of America, AFL-CIO that the parties shall meet to discuss the policy related to employees working more than sixteen consecutive (16) hours in a twenty-four (24) hour period.

### **New Side Letter - On Call Utilization**

This Side Letter is entered into between Kaleida Health ("Employer"), Communications Workers of America, AFL-CIO ("CWA") and 1199SEIU United Health Workers East ("SEIU") herein referred to as the "Unions" and collectively referred to as the "Parties."

The Parties met during 2025 Master Agreement negotiations to discuss the on-call process and utilization of on-call throughout the system.

The Parties agree to meet ninety (90) days after the ratification of a successor Master Agreement to discuss on-call utilization by Service Line, Unit and Department.

Items for discussion will include, but not be limited to:

- Reviewing current Kaleida Health Policy specific to On-Call use for urgent and emergent cases, including for purposes of recommending potential policy changes to Kaleida Administration
- Evaluating data for each unit/department throughout the Kaleida Health system, that assigns on call to cover urgent cases and emergent cases beginning with the units/departments with highest utilization first, then lower utilization as identified by data from the prior two (2) years 2024 and 2025 YTD. The intended units/departments include, but are not limited to: Operating Rooms (ALL), Special Procedure Labs, IR Labs, Angio-Labs, GI, Urology, Post Anesthesia Recovery Rooms, Imaging, Ultrasound, etc.
- Considering issues relevant to the use of on-call, including:
  - Whether on-call has been used to finish regularly scheduled cases?
  - Whether on-call has been used as a substitute for routine staffing?
  - Whether on-call has been used to hold over staff beyond the end time of their regularly scheduled shift?
  - Whether call-in utilization aligns with pre-determined urgent and emergent criteria
  - Overtime implications relating to unit/department call-in practices.

The Parties agree that each unit/department on-call scheduling guidelines are unique and department specific. Each unit/department will continue to develop on-call guidelines that will meet unit/department on-call needs and vote to adopt-in accordance with past practice.

### **New Side Letter - MFS ICU APPs**

Kaleida Health, the Communications Workers of America, AFL-CIO and the Service Employees International Union/1199 United Healthcare Workers East agree to continue meeting to resolve the concerns of the Advanced Practice Providers (APPs) in the MFS ICU.

This meeting will include the CNO, the CMO, the Site President, Union leadership, a minimum of one (1) direct care APP, and one (1) Attending Physician from the MFS ICU with the goal of developing a shared governance model to address issues including, but not limited to: physician collaboration,

escalation pathways, patient workload, assignments, practice/policy review, new hire orientation and the creation of educational and development opportunities for the APPs in the MF ICU.

This meeting will take place within thirty (30) days of ratification of the Master Agreement resulting from 2025 collective bargaining negotiations, with the goal of implementing the shared governance model within sixty to ninety (60-90) days following ratification.

#### **New Side Letter - Neuro ICU APPs**

Kaleida Health, the Communications Workers of America, AFL-CIO and the Service Employees International Union/1199 United Healthcare Workers East agree to continue meeting to resolve the concerns of the Advanced Practice Providers (APPs) in the BGMC Neuro ICU.

This meeting will include the CNO, the CMO, the Site President, Union leadership, and a minimum of one (1) direct care APP from the BGMC Neuro ICU with the goal of developing a shared governance model to address issues including but not limited to: physician collaboration, escalation pathways, patient workload and to create educational and development opportunities for the APPs in the Neuro ICU.

This meeting will take place within thirty (30) days of ratification of the Master Agreement resulting from 2025 collective bargaining negotiations, with the goal of implementing the shared governance model within sixty to ninety (60-90) days following ratification.

#### **New Side Letter - Conversion of Certain OCH Medical Assistant Position to Behavioral Health Techs**

Kaleida Health, Service Employees International Union/1199 United Healthcare Workers East, and Communications Workers of America, AFL-CIO agree that, following ratification of the June 1, 2025 to Master Agreement, one (1), 24/7 medical assistant position from John R. Oishei Children's Hospital (OCH) unit J10 and one (1), 24/7 medical assistant position from OCH unit J11 may be converted to behavioral health technician positions. A job description for the behavioral health technician position will be presented to the Unions at Oversight. Position conversions will be presented at site Job Security.

The conversion of medical assistant positions as described above will be done through vacancies and attrition, with no employee involuntarily converted. Upon conversion of each medical assistant position, Article 107, Staffing, will be adjusted to decrease one (1), 24/7 medical assistant from the affected unit (J10 or J11), and to include 4.9 FTEs for behavioral health technicians as OCH New Positions.

#### **New Side Letter - Durable Medical Equipment**

Kaleida Health, the Communications Workers of America, AFL-CIO and the Service Employees International Union/1199 United Healthcare Workers East agree that an agenda item for the first Medical Awareness Committee meeting after ratification of the 2025 Master Agreement will be to conduct a root cause analysis for purposes of better understanding the process for evaluating bargaining unit member claims for durable medical equipment. The parties will also consider and develop pathways for members to determine why one or more claims may have been denied.

#### **New Side Letter - Multi Site Float Pool - Infusion Center**

Kaleida Health agrees to establish a Multi-Site Float Pool for Chemo Certified Nurses to support the Infusion Centers at Buffalo General Medical Center, Spindrift, and Millard Fillmore Suburban. The Employer shall add 1.0 RN FTE to establish this float pool. The Employer and Unions agree to have discussions on how to create such float pool. This meeting will take place within thirty (30) days of ratification of the Master Agreement resulting from 2025 collective bargaining negotiations.

#### **New Side Letter - Overlapping Shifts**

During the 2025 Master Agreement negotiations, the parties agreed that per Article 9, Categories of Employment, there are areas that would benefit from overlapping shifts. The parties will meet allowing ratification and within one hundred and twenty (120) days to explore areas or departments that would benefit from this change at all sites. If a change is to occur, the parties will mutually agree to such changes and will be brought to the site Job Security Committee for presentation.

#### **New Side Letter - Durable Medical Equipment**

Kaleida Health, the Communications Workers of America, AFL-CIO and the Service Employees International Union/1199 United Healthcare Workers East agree that an agenda item for the first Medical Awareness Committee meeting after ratification of the 2025 Master Agreement will be to conduct a root cause analysis for purposes of better understanding the process for evaluating bargaining unit member claims for durable medical equipment. The parties will also consider and develop pathways for members to determine why one or more claims may have been denied.

#### **Updated staffing article including ratios, CSC language, and penalty language:**

Section 1. The Employer will implement staffing plans at the following facilities as specified below to apply during the term of this Agreement. ~~The parties agree that increasing current staffing levels to meet the ratios and FTE amounts below will require time and effort for recruitment, hiring and orientation.~~

Section 2. **Buffalo General Medical Center (BGMC)**

1.) BGMC Staffing Ratios/Grids/Matrices

a.) 16<sup>th</sup> Floor (N/S) Adult Medical Surgical +

Charge Nurse	1 without assignment 24/7, (when both sides of the floor are open and the census reaches 36 patients there will be a 2 <sup>nd</sup> charge RN)
Registered Nurse	1:4 day shift / 1:5 night shift (incorporating mid shift into ratio)
Patient Care Assistant	1:6-8
Unit Secretary	1 Day Shift 12 or 13 hours M-F

b.) 15 North Adult Medical Surgical +

Charge Nurse	1 without assignment 24/7
Registered Nurse	1:5
Patient Care Assistant	1:6-8
Unit Secretary	1 Day Shift 12 or 13 hours M-F

c.) 15 South Adult Telemetry +

Charge Nurse	1 without assignment 24/7
Registered Nurse	1:4
Patient Care Assistant	1:6-8
Unit Secretary	1 Day Shift 12 or 13 hours M-F

d.) 14<sup>th</sup> Floor ~~North~~ North Adult Telemetry +

Charge Nurse	1 <del>per side</del> without assignment 24/7
Registered Nurse	1:4
Patient Care Assistant	1:6-8
Unit Secretary	1 Day Shift 12 or 13 hours M-F

e.) 14<sup>th</sup> Floor ~~South~~ South Adult Telemetry +

Charge Nurse	1 <del>per side</del> without assignment 24/7
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*[Handwritten initials]*

Registered Nurse	1:4
Patient Care Assistant	1:6-8
Unit Secretary	1 Day Shift 12 or 13 hours M-F

f.) 13 North Adult Telemetry +

Charge Nurse	1 without assignment 24/7
Registered Nurse	<b>1:5 (2 patients assigned to LPN)</b> <b>1:4 when there is no LPN working</b>
LPN	1:6
PCA/Monitor Tech	1:6-8
Unit Secretary	1 Day Shift 12 or 13 hours M-F

g.) 13 South Adult Telemetry +

Charge Nurse	1 without assignment 24/7
Registered Nurse	1:4
Patient Care Assistant	1:6-8
Unit Secretary	1 Day Shift 12 or 13 hours M-F

h.) 12 **North Observation Unit** Adult Telemetry +

Charge Nurse	1 without assignment 24/7
Registered Nurse	<del>1:6</del> <b>1:5</b>
CMA/MA/ <del>Clerical</del>	1:6-8 ( <del>one will be designated as a clerical assignment 24/7</del> )
<b>Unit Secretary</b>	<b>1, 7 days per week, 12 or 13 hours</b>

i.) 12 South Adult Telemetry +

Charge Nurse	1 without assignment 24/7
Registered Nurse	1:4 *1:1 if a patient is receiving an active infusion of chemotherapy
Patient Care Assistant	1:6-8
Unit Secretary	1 Day Shift 12 or 13 hours M-F

j.) **10 North** Adult Telemetry +

Charge Nurse	1 <del>per side</del> without assignment 24/7
Registered Nurse	1:4
CMA/MA	1:6-8
Unit Secretary	1 Day Shift 12 or 13 hours M-F

k.) **10 South** Adult Telemetry +

Charge Nurse	1 <del>per side</del> without assignment 24/7
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7/9/25





Registered Nurse	1:4
CMA/MA	1:6-8
Unit Secretary	1 Day Shift 12 or 13 hours M-F

l.) **9 North Adult Telemetry +**

Charge Nurse	1 <del>per-side</del> without assignment 24/7
Registered Nurse	<b>1:5 (2 patients assigned to LPN)</b> <b>1:4 when there is no LPN working</b> 1:4 if one patient is High Flow 1:3 if all patients are High Flow
LPN	1:6
Patient Care Assistant	1:6-8
Unit Secretary	1 Day Shift 12 or 13 hours M-F

m.) **9 South Adult Telemetry (until converted to Adult Med/Surg) +**

Charge Nurse	1 <del>per-side</del> without assignment 24/7
Registered Nurse	<b>1:5 if all med/surg</b> <b>1:4 if tele or mix</b> 1:4 if one patient is High Flow 1:3 if all patients are High Flow
Patient Care Assistant	1:6-8
Unit Secretary	1 Day Shift 12 or 13 hours M-F

n.) **9 South Adult Medical Surgical (if unit converts) +**

Charge Nurse	1 without assignment 24/7
Registered Nurse	<b>1:5</b> 1:4 if one patient is High Flow 1:3 if all patients are High Flow
Patient Care Assistant	1:6-8
Unit Secretary	1 Day Shift 12 or 13 hours M-F

o.) **8 North Adult Intermediate Care - ILCU +**

Charge Nurse	1 without assignment 24/7
Registered Nurse	1:3
CMA/MA	1:5-6
Unit Secretary	1 Day Shift, 12 or 13 hours, 7 days per week

p.) **5 North & South Medical Rehab Unit 12N +**

Charge Nurse	1, 24/7 without assignment <del>when all patients are on the same floor.</del>
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~~2<sup>nd</sup> Charge when census is greater than 30 and patients are on two separate floors~~  
Registered Nurse 1:5  
Patient Care Assistant 1:9 day shift / 1:12 night shift 1:6-8  
Transporter PCA will be assigned five (5) days per week for 7.5 hours  
Unit Secretary 1 Day Shift 12 or 13 hours M-F  
\*Patients average 3 hours of therapy six days per week either in rehab gym or in room with therapist

q.) 4 North Adult Intermediate Care +

Charge Nurse 1 without assignment 24/7  
Registered Nurse 1:3  
Patient Care Assistant 1:5-6  
Unit Secretary 1 Day Shift, 12 or 13 hours, 7 days per week

r.) Medical Intensive Care Unit - **6th floor** +

Charge Nurse 1 without assignment 24/7  
Registered Nurse 1:1 or 1:2 depending on acuity  
CMA/MA 1:5-6 1:5-7  
Unit Secretary 1 per side Day Shift 12 or 13 hours 7 days per week

s.) Cardiovascular Intensive Care Unit - **3rd Floor** +

Charge Nurse 1 without assignment 24/7  
Registered Nurse 1:1 or 1:2 depending on acuity  
CMA/MA 1:5-6 1:5-7  
Unit Secretary 1 Day Shift, 12 or 13 hours, 7 days per week

t.) Neurosurgical Intensive Care Unit - **4th Floor** +

Charge Nurse 1 without assignment 24/7  
Registered Nurse 1:1 or 1:2 depending on acuity  
Patient Care Assistant 1:5-6  
Unit Secretary 1 Day Shift, 12 or 13 hours, 7 days per week

u.) Surgical Intensive Care Unit - **4th Floor** +

Charge Nurse 1 without assignment 24/7  
Registered Nurse 1:1 or 1:2 depending on acuity  
CMA/MA 1:7  
Unit Secretary 1 Day Shift, 12 or 13 hours, 7 days per week

v.) Emergency Department +

Charge Nurse 1, 24/7 without assignment  
Front Triage 1 RN and 1 CMA 24/7 (**2<sup>nd</sup> RN mid shift**)  
RN EMS Triage 1, 24/7

0.1.6



RN Circulator	1, 12 hours per day on mid-shift
Green Pod RN	1:1 to 1:3 depending on acuity <b>with up to one assignment as a 1:4 (to consist of the lowest acuity patients)</b>
<b>Green POD RN ED Bed Holds</b>	<b>1:4 for Med/Surg and Tele Holds Only</b>
Purple Pod RN	<b>1:4 plus a circulator RN</b>
Blue Pod RN	1:1 to 1:5 depending on acuity
Orange Pod RN	1:4, during hours of operation
	*hallway beds will be given an assignment
Greeter/CMA	1, 24/7
VFP RN	1, during hours of operation
VFP CMA	1, during hours of operation
<b>VFP LPN</b>	<b>2 mid shift M-F and 1 Sat/Sun</b>
CMA	<b>5 total for Green, Purple, Orange, Blue and AWR</b>
CMA Circulator	<b>2, 12 hours per day on mid-shift</b>
Medical Secretary	1, Midnight to 10am
	2, 10am to 12 noon
	3, 12 noon to 10pm
	2, 10pm to midnight

w.) ~~Observation Unit/Outpatient OBS 12N~~

<del>Registered Nurse</del>	<del>1:6</del>
<del>CMA/MA/Clerical</del>	<del>1:6 (one will be designated as a clerical assignment)</del>

x.) Operating Rooms +

Charge Nurse	2 RNs (1 for GVI and 1 for BGH)
Registered Nurse	1:1 (2:1 for patients who cannot tolerate general anesthesia-moderate sedation without anesthesia present)
	Laser Cases 2:1 (Can be RN or ST)
Surgical Technologist	1:1
	Laser Cases 2:1 (Can be RN or ST)

y.) Post Anesthesia Care Unit/ASU +

Charge Nurse BGMC	1 without an assignment 7a-11p M-F
	1 7a-3p Saturday
Registered Nurse	Follow <b>current</b> ASPAN Guidelines Below

### 2025-2026 ASPAN Guidelines

Two registered nurses, one of whom is a RN competent in Phase I post anesthesia nursing, are in the same room/unit where the patient is receiving Phase I care. The Phase I RN must have immediate access and direct line of sight when providing patient care. The second RN should be able to directly hear a call for assistance and be immediately

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available to assist. These staffing recommendations should be maintained during "on call" situations.

#### Phase I

RN 2:1	<p>Example may include, but is not limited to, the following:</p> <ul style="list-style-type: none"> <li>One critically ill, unstable patient</li> </ul>
RN 1:1	<p>Examples may include, but are not limited to, the following:</p> <p>At the time of admission, until the critical elements are met which include:</p> <ul style="list-style-type: none"> <li>Report has been received from the anesthesia care provider, questions answered, and the transfer of care has taken place <ul style="list-style-type: none"> <li>Patient has a stable/secure airway**</li> <li>Patient is hemodynamically stable</li> <li>Patient is free from agitation, restlessness, combative behaviors</li> <li>Initial assessment is complete</li> <li>Report has been received from the anesthesia care provider</li> <li>The nurse has accepted the care of the patient</li> </ul> </li> <li>Airway and/or hemodynamic instability **Examples of an unstable airway include, but are not limited to, the following: <ul style="list-style-type: none"> <li>Requiring active interventions to maintain patency such as manual jaw lift or chin lift or an oral airway</li> <li>Evidence of obstruction, active or probable, such as gasping, choking, crowing, wheezing, etc.</li> <li>Symptoms of respiratory distress including dyspnea, tachypnea, panic, agitation, cyanosis, etc. <ul style="list-style-type: none"> <li>Any unconscious patient 8 years of age and under</li> <li>A second nurse must be available to assist as necessary</li> <li>Patient with isolation precautions until there is sufficient time for donning and removing personal protective equipment (PPE) (e.g., gowns, gloves, masks, eye protection, specialized respiratory protection) and washing hands between patients. Location dependent upon facility guidelines</li> </ul> </li> </ul> </li> </ul>
RN 1:2	<p>Examples may include, but are not limited to, the following:</p> <ul style="list-style-type: none"> <li>Two conscious patients, stable and free of complications, but not yet meeting discharge criteria</li> <li>Two conscious patients, stable, 8 years of age and under, with family or competent support team members present, but not yet meeting discharge criteria</li> <li>One unconscious patient, hemodynamically stable, with a stable airway, over the age of 8 years and one conscious patient, stable and free of complications</li> </ul>
Phase II	
RN 1:1	<p>Example includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>Unstable patient of any age requiring transfer to a higher level of care</li> </ul>
RN 1:2	<p>Examples include, but are not limited to:</p> <ul style="list-style-type: none"> <li>8 years of age and under without family or support healthcare team members present</li> <li>Initial admission to Phase II</li> </ul>
RN 1:3	<p>Examples include, but are not limited to:</p> <ul style="list-style-type: none"> <li>Over 8 years of age</li> <li>8 years of age and under with family present</li> </ul>

### 2025-2026 ASPAN Guidelines

The nursing roles, in this phase, focus on providing the ongoing care for those patients requiring extended observation/intervention after transfer/discharge from Phase I and/or Phase II care.

#### Extended Phase

RN 1:3-5	Examples of patients that may be cared for in this phase include, but are not
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	<b>limited to:</b> <ul style="list-style-type: none"> <li>• Patients awaiting transportation home</li> <li>• Patients with no caregiver, home, or support system</li> <li>• Patients who have had procedures requiring extended observation/interventions (e.g., potential risk for bleeding, pain management, PONV management, removing drains/lines)</li> <li>• Patients being held for a non-critical care inpatient bed</li> </ul>
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Nurse Assistants / PCA	4 FTEs
ASU Unit Secretary	1 day, 1 evening M-F
ASU Unit Secretary Chart Prep	1, minimum

z.) Dialysis (during hours of operation) +

Charge Nurse	1 with limited assignment
RN Chronic	1:2
RN Acute, Plasmapheresis, Red Cell Exchange	1:1
Clerical	0.6 FTE
PCAs	2 FTE

aa.) Endoscopy (GI) +

Charge Nurse	1 without an assignment
RN Pre Procedure	Minimum of 1 following SGNA Standards
RN in Procedure	1:1 (2:1 if moderate sedation <b>without anesthesia present</b> )
LPN	0.6 FTE for second nurse in scrub cases
RN Advanced Procedure	2:1 or 3:1 without anesthesia staff
RN in Recovery	1:3 unless anesthesia in which <b>current</b> ASPAN guidelines will be followed as indicated above
Nurse Assistant / PCA	<b>Minimum of 1</b>
Technical Assistant	2, Monday – Friday, 1 on Saturday
Clerical	Minimum of 1

bb.) Urology +

Charge Nurse	1 without an assignment
RN in Procedure	1:1 (2:1 if moderate sedation without anesthesia present)
Surgical Technologist	1:1
Nurse Assistant / PCA	Minimum of 1
Clerical	Combined with Endoscopy

cc.) Procedure Lab +

Patient Care Assistants	7 FTEs
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a. Cardiac

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Registered Nurse	1:1 (responsible if conscious sedation is given) <b>3:1 for STEMI cases (can be 3 RN or 2RN and 1 Tech for scrub)</b> 3:1 for TAVR cases
Radiological Technologist	1:1 (CVRT)
Scrub (where applicable)	1:1 (RN/RT/CVRT)
Charge/Holding Room RN (noninvasive)	1 per day

b. Interventional Radiology

Charge Nurse	1 without assignment during hours of operation
Registered Nurse	1:1 (responsible if conscious sedation is given)
Radiological Technologist	1:1 (CVRT)
Scrub (where applicable)	1:1 (RN/RT/CVRT)

c. Electrophysiology

Charge Nurse	1 without assignment during hours of operation
Registered Nurse	2:1
Scrub (where applicable)	1:1 (CVRT)

d. Neuro

Charge Nurse	1 with a limited assignment
RN	1:1
Radiological Technologist	1:1 (CVRT)
Scrub (where applicable)	1:1 (RN/RT)

dd.) Stress lab

Dobutamine Stress Echo	1 RN, 1 ECHO Tech
All other Stress testing	1 EKG Tech per patient

ee.) VIS Orange Pod Adult Inpatients +

Charge Nurse	1 with limited assignment on Saturday/Sunday, no assignment Monday-Friday
Registered Nurse	1:4
CMA/MA	1:6-8

ff.) VIS Outpatient Pods Purple, Blue, Green +

Registered Nurse	1:5 day shift / 1:6 night shift
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**\*patients in chairs will be included in ratios**  
**\*carotid stents staffed at 1:3 for the first four hours**

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CMA/MA	1, 24/7 when open for each-pod
CMA/MA Chart Prep	1, Monday – Friday 12 hours
CMA/MA Shave Prep/EKG	1, Monday – Friday 12 hours

gg.) Pre Admission Testing +  
 RN/LPN 1:1  
 CMA 1.6 FTE

hh.) Infusion Clinic +  
 RN 1:3 (minimum 2 when open)  
 CMA 1 per day

ii.) Imaging +  
 Registered Nurse 1:1 when RN in procedure

jj.) Respiratory Therapy

Assignments include 16N/S, 15N, 15S, 14N, 14S, 13N, 13S, 12N, 12S, 10N, 10S, 9N, 9S, 5 North/South, ILCU, MICU, 4 North, NSICU, SICU, CVICU, VIS, ED, Pulmonary Function Lab

2.) BGMC New Positions

- ~~Cardiac Quality Abstractors~~ 1.0 FTE Day Shift
- ~~CT Technologist~~ 1.0 FTE Day Shift  
1.0 FTE Night Shift
- ~~ECHO Technologist~~ 1.0 FTE Second Shift
- ~~Neuro Diagnostic Technologist~~ 1.0 FTE TBD (multi-site float pool)
- ~~EKG Echo Technician~~ 0.5 FTE Day Shift (change current vacancy from 0.5 FTE to 1.0 FTE)
- ~~Environmental Services Aide (ED)~~ 1.5 FTE Evening Shift
- ~~LPN at Hertel Elmwood~~ 0.60 FTE shift TBD
- ~~Social Worker~~ 1.0 FTE Day Shift
- ~~SPD Technician~~ 1.0 FTE Day Shift  
1.0 FTE Evening Shift  
1.0 FTE Night Shift
- **Critical Care Nurse (MICU)** 2.56 FTE night shift Rapid Response Nurse
- **Float Pool MA/CMA** 7.35 FTE
- ~~Respiratory Therapist~~ 2.56 FTE Day Shift Assign. TBD  
2.56 FTE Night Shift Assign. TBD

11 ✓

- **Clinical Educator** **0.5 FTE Add**  
**\*If the employee in this position wishes to access the training fund, they must notify their direct supervisor. The employee and supervisor will then work together to identify additional hours that can be picked up in order to reach at least a .53 FTE.**
- ~~Clinical Educator~~ ~~1.0 FTE for the Procedure Lab~~
- ~~Radiological Technologist~~ ~~.92 FTE day shift~~  
~~.92 FTE night shift~~
- ~~Physical Therapist~~ ~~1 Per Diem TBD~~
- ~~Occupational Therapist~~ ~~1.0 FTE shift TBD~~
- ~~Speech Language Pathologist~~ ~~1.0 Per Diem shift TBD~~
- ~~Patient Support Associate~~ ~~1.0 FTE night shift~~

### Section 3. **Oishei Children's Hospital (OCH)**

#### 1.) OCH Staffing Ratios/Grids/Matrices

- a.) Pediatric Intensive Care Unit +  
     Charge Nurse                      1 RN without an assignment 24/7  
     Registered Nurse                1:1 to 1:2 depending on acuity  
    1:3 if all three patients are designated as an  
    intermediate and/or are designated as transfer level  
    of care which requires a provider order  
    **2:1 ECMO staffing (1 RN & 1 ECMO Tech)**  
     Medical Assistant                1:9, **max of 2**
- b.) Neonatal Intensive Care Unit +  
     Charge Nurse                      2 without an assignment 24/7  
     Registered Nurse                1:1 or 1:2 depending on acuity  
    1:3 if all three patients are designated as an  
    intermediate care/feeders and growers  
    **Follow current AWHONN Standards**  
     Medical Assistant                ~~1 census of 0—24~~  
    **2, 24/7 census of 25—49**  
    **3 for census greater than 54**  
    ~~3 census of 50—64~~  
    ~~4 census greater than 64~~  
     Unit Secretary                    1, 24/7
- c.) Labor and Delivery +  
     **Charge Nurse**                    **2, 24/7 (1 without an assignment for J3 and J7;**  
    **2<sup>nd</sup> Charge may have a short term assignment,**

*AK*

Registered Nurse

**e.g. start an admission run breaks, and discharge a patient)**

**Follow current AWHONN Standards**

(Dels RN included for baby assignment below)

<b>Antepartum and Postpartum</b>	
<b>2:1</b>	Critically ill, hemodynamically unstable
<b>2:2</b>	Birth (cesarean or vaginal) and immediate recovery period 30-60 min until the critical elements are met for both mother and baby, then 1 nurse to 1 mother-baby couplet (2 patients) in continuous bedside attendance for the remainder of the 2-hour recovery process
<b>1:1</b>	Initial OB triage assessment, unstable antepartum patients, epidural initiation (first 30 min.), oxytocin administration for labor induction or augmentation, magnesium sulfate administration (first hour at the bedside) during labor and immediately postpartum) second -stage labor pushing, some indeterminate FHR patterns; all abnormal FHR patterns, labor in the shower of tub ( if support person is unavailable to stay with patient), trial of labor for VBAC, intermittent auscultation during labor, morbid obesity such that continuous EFM is challenging and requires repeated bedside monitoring adjustments; women in labor with multiples, preeclampsia, or diabetes (requiring blood glucose assessment); women who require frequent and intense assessment, monitoring , and care.
<b>1:2</b>	Cervical ripening with pharmacologic agents/spontaneous labor with adequate pain control
<b>1:3</b>	Ongoing obstetrical triage, rule out labor, nonstress test, antepartum patients in stable condition

**1:1 at birth**

**1:3 infant in couplet status**

Medical Assistant

2, 24/7

OB Technician

**1:1**

3, Day Shift M-F

2, Day Shift Sa-Su

2, Night Shift M-F

2, Night Shift Sa-Su

Unit Secretary

1, 11a-11p :30p, 7 days a week

b.) Mother Baby Unit +

Charge Nurse

1, without assignment 24/7

Registered Nurse

**Follow Current AWHONN Standards**

~~1:1 Newborn Undergoing Circumcision~~

~~1:3 Couplets with no more than 2 pp C-Section~~

Medical Assistant

1:12 Couplets

Unit Secretary

1, 7a-7p, 7 days a week

c.) Operating Rooms +

Charge Nurse OCH

1 without assignment 24/7

Registered Nurse

1:1 (2:1 for patients who cannot tolerate general anesthesia)

Surgical Technologist

1:1

d.) Emergency Department +

Unit Secretary

1, 24/7

Medical Assistant

2 - 3, 24/7

3 - 4, if Kids Express is Open (11a- 11:00p)

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Charge Nurse	1 without assignment 24/7
Registered Nurse	7:00 am 6 RNs
(Totals include charge)	11:00 am 12 RNs
	3:00 pm 12 RNs
	7:00 pm 12 RNs
	11:00 pm 9 RNs
	3:00 am 6 RNs

**\*holdover patients will be considered for an additional nurse as needed depending on department acuity** ~~\*hallway beds will be given an assignment and extra nurse when they are three or greater~~

e.) Electronic Monitoring Unit (EMU)/Long Term Monitoring Unit +  
Registered Nurse **1:2 SEEG Patients when Leads are in place for at least the first 72 hours, then if acuity warrants**  
1:4 EMU Patients  
1:5 Observation/Ambulatory Patients  
Unit Secretary 1, 9a-5p Monday through Friday

f.) Pediatric Hematology/Oncology Unit +  
Charge Nurse 1, 24/7  

- 5 or less patients on the unit, charge has an assignment
- 6 or more patients on the unit, the charge has one patient

  
Registered Nurse 1:1 during BMT infusion  
1:2 bone marrow transplant or dinutuximab (immunotherapy), Campath, ATG (biological modifiers)  
1:3 (includes charge nurse with assignment)  
1:4 Pediatric Medical  
Unit Secretary 1 Day Shift 9:00a to 5:00p M-F

g.) J10 (Pediatric Medical – Surgical) +  
Charge Nurse 1 RN, **2 patient assignment with census up to 20 and no tracheostomy vent patients on the unit, 1 patient assignment with a census up to 20 and tracheostomy vent patients on the unit; if census above 20 patients, charge nurse has no assignment** ~~may take no more than one patient, no assignment when census is greater than 20~~  
Registered Nurse 1:3 Acute Tracheostomy Vent, High Flow greater than 4-5 2 liters per kilo  
1:4 General Pediatric Patients

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	1:5 If all patients in OBS/ALC/AMB status-in proximate geography inclusive of the following diagnosis: cellulitis, asthmatic on q4, social admit, broken limb (except femur), T&A Bleed, GT Placement, Suicide with sitter, new onset diabetic (not on a drip)
Medical Assistant	2, 24/7 3, 11:00a - 11:00p if the census is 17 and above **See LOI # _____
Unit Secretary	1, 7:00a to 7:00p 30p M – F

h.) J 11 (Pediatric Medical – Surgical) +

Charge Nurse	1 RN, 2 patient assignment with census up to 20, if above 20 patients charge nurse has no assignment
Registered Nurse	1:3 Acute Tracheostomy Vent, High Flow greater than 4.5 2 liters per kilo 1:4 General Pediatric Patients 1:5 If all patients in OBS/ALC/AMB status-in proximate geography inclusive of the following diagnosis: cellulitis, asthmatic on q4, social admit, broken limb (except femur), T&A Bleed, GT Placement, Suicide with sitter, new onset diabetic (not on a drip)
Medical Assistant	2, 24/7 3, 11:00a - 11:00p if the census is 17 and above **See LOI # _____
Unit Secretary	1, 7:00a to 7:00p :30p M – F

— ~~Pre Admission Testing~~

<del>RN/LPN</del>	<del>1:1</del>
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i.) Pre-Operative Care +

Registered Nurse	1:5
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j.) Post Anesthesia Care Unit +

Charge Nurse	2 without an assignment on J2, 1 on J3 (based on hours of operations)
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Registered Nurse	Follow current ASPAN Guidelines
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**2025-2026 ASPAN Guidelines**

Two registered nurses, one of whom is a RN competent in Phase I postanesthesia nursing, are in the same room/unit where the patient is receiving Phase I care. The Phase I RN must have immediate access and direct line of sight when providing patient care. The second RN should be able to directly hear a call for assistance and be immediately available to assist. These staffing recommendations should be maintained during “on call” situations.

**Phase I**

RN 2:1	Example may include, but is not limited to, the following:
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	<ul style="list-style-type: none"> <li>One critically ill, unstable patient</li> </ul>
RN 1:1	<p><b>Examples may include, but are not limited to, the following:</b></p> <p><b>At the time of admission, until the critical elements are met which include:</b></p> <ul style="list-style-type: none"> <li>Report has been received from the anesthesia care provider, questions answered, and the transfer of care has taken place             <ul style="list-style-type: none"> <li>Patient has a stable/secure airway**</li> <li>Patient is hemodynamically stable</li> <li>Patient is free from agitation, restlessness, combative behaviors</li> <li>Initial assessment is complete</li> <li>Report has been received from the anesthesia care provider</li> <li>The nurse has accepted the care of the patient</li> </ul> </li> <li>Airway and/or hemodynamic instability **Examples of an unstable airway include, but are not limited to, the following:             <ul style="list-style-type: none"> <li>Requiring active interventions to maintain patency such as manual jaw lift or chin lift or an oral airway</li> <li>Evidence of obstruction, active or probable, such as gasping, choking, crowing, wheezing, etc.</li> <li>Symptoms of respiratory distress including dyspnea, tachypnea, panic, agitation, cyanosis, etc.                 <ul style="list-style-type: none"> <li>Any unconscious patient 8 years of age and under</li> <li>A second nurse must be available to assist as necessary</li> <li>Patient with isolation precautions until there is sufficient time for donning and removing personal protective equipment (PPE) (e.g., gowns, gloves, masks, eye protection, specialized respiratory protection) and washing hands between patients. Location dependent upon facility guidelines</li> </ul> </li> </ul> </li> </ul>
RN 1:2	<p><b>Examples may include, but are not limited to, the following:</b></p> <ul style="list-style-type: none"> <li>Two conscious patients, stable and free of complications, but not yet meeting discharge criteria</li> <li>Two conscious patients, stable, 8 years of age and under, with family or competent support team members present, but not yet meeting discharge criteria</li> <li>One unconscious patient, hemodynamically stable, with a stable airway, over the age of 8 years and one conscious patient, stable and free of complications</li> </ul>
RN 1:1	<p><b>Example includes, but is not limited to:</b></p> <ul style="list-style-type: none"> <li>Unstable patient of any age requiring transfer to a higher level of care</li> </ul>
RN 1:2	<p><b>Examples include, but are not limited to:</b></p> <ul style="list-style-type: none"> <li>8 years of age and under without family or support healthcare team members present</li> <li>Initial admission to Phase II</li> </ul>
RN 1:3	<p><b>Examples include, but are not limited to:</b></p> <ul style="list-style-type: none"> <li>Over 8 years of age</li> <li>8 years of age and under with family present</li> </ul>

## 2025-2026 ASPAN Guidelines

The nursing roles, in this phase, focus on providing the ongoing care for those patients requiring extended observation/intervention after transfer/discharge from Phase I and/or Phase II care.

### Extended Phase

RN 1:3-5	<p><b>Examples of patients that may be cared for in this phase include, but are not limited to:</b></p> <ul style="list-style-type: none"> <li>Patients awaiting transportation home</li> <li>Patients with no caregiver, home, or support system</li> </ul>
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	<ul style="list-style-type: none"> <li>• Patients who have had procedures requiring extended observation/interventions (e.g., potential risk for bleeding, pain management, PONV management, removing drains/lines)</li> <li>• Patients being held for a non-critical care inpatient bed</li> </ul>
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Medical Assistant	1-4, variable start times based on unit operations 2, starting at 5:30a when both floors are open 3, in house by 8a 7a 4, in house by 11a 8a 2, in house at 1:30p 1, in house from 4 3:30p-7:30a
Unit Secretary	1, 5:30 am to 1:30 pm 1, 11:00 am to 5:00 pm

**k.) ~~GI/Interventional Staffing~~ Special Procedures / Imaging +**

Registered Nurse	1:1
<b>IR/GI Procedures Only- Tech</b>	<b>1:1</b>
<b>Medical Assistant</b>	<b>1, Days</b>

**l.) Dialysis +**

Registered Nurse	<del>.96 FTE</del> 1:1 ≥ 10kg 1:2 10.1 - 20kg 1:3 >20kg
Medical Assistant	<del>.92 FTE</del> 1, unless "0" census
Medical Secretary	1.0 FTE M-F 7.5 hours

**m.) Infusion +**

Registered Nurse	1:4
Medical Assistant	1, M-F

**n.) CDU (when open) +**

Registered Nurse	1:4 General Pediatric Patients 1:5 OBS/AMB status
Medical Assistant	1, 24/7, for census greater than 5

**o.) Respiratory Therapy**

Assignments include J12, J11, J10, PICU, Mother Baby, NICU, CDU, ED

**2.) OCH New Positions**

- ~~Audiologist~~ ~~0.2 FTE Day Shift Per Diem~~
- ~~Clinical Dietician~~ ~~1.0 FTE Day Shift~~

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ED



- ~~Environmental Services Aide~~ ~~1.0 FTE Day Shift~~  
~~2.0 FTE Evening Shift~~
- ~~Child Psychiatry needs space and then can see more patients~~
- ~~Neuro Diagnostic Technician~~ ~~0.5 FTE (multi-site float pool)~~
- ~~CLS~~ ~~2.0 FTE Shift TBD~~
- ~~Staff Pharmacist~~ ~~1.0 FTE, Day shift~~
- ~~Clinical Pharmacy Coordinator~~ ~~1.0 FTE, Day shift~~
- ~~Respiratory Therapists~~ ~~1.6 FTE Day Shift~~
- ~~Convert vacant MA positions from J10 and J11 to Behavioral Health Techs~~ ~~4.9 FTE~~
- ~~Pharmacist~~ ~~4.0 FTE 2.0 FTE (2 still outstanding)~~
- ~~CT Technologist~~ ~~0.50 FTE Day Shift~~
- ~~Social Worker for ED~~ ~~1.0 FTE Day Shift~~
- ~~Occupational Therapist Clinics~~ ~~0.60 FTE Day Shift~~
- ~~Physical Therapist Clinics~~ ~~0.60 FTE Day Shift~~
- ~~Lactation Nurse assignment will include NICU~~ ~~2.56 FTE~~
- ~~RN/Clinical Educator for NICU~~ ~~0.50 FTE Day Shift~~
- ~~Medical Assistant in Ambulatory Support~~ ~~1.0 FTE~~
- ~~Respiratory Therapist Critical Care~~ ~~1.92 FTE Shift TBD~~
- ~~Advanced Practice Provider~~ ~~.96 FTE Flex APP shift TBD~~

Section 4. **Millard Fillmore Suburban Hospital/DeGraff Medical Park (MFSH/DMP)**

1.) MFSH/DMP Staffing Ratios/Matrices/Grids

a.) Intensive Care Unit +

Charge Nurse	1 without assignment 24/7
Registered Nurse	1:1 or 1:2 depending on acuity *1:1 if a patient is receiving an active infusion of chemotherapy
PCA/MOA	1:5

b.) MFSH Emergency Department +

Charge Nurse	1 without an assignment 24/7
Triage Nurse	1, 24/7 with 2 <sup>nd</sup> Triage for 12 hours every day
Registered Nurse	1 to 4 depending on acuity 1 circulator 12 hours every day *Hallway beds or x patients will be given an assignment
ED Bed Holds	1:4 for telemetry holds (or mix of tele/med/surg)

*[Handwritten signature]* 1/9/25 *[Handwritten initials]*



**1:5 for all med/surg holds**

**ER RN will maintain 1:4 for mix of bed holds and ER patients**

Patient Care Assistant 1 Greeter 24/7

1 Triage 24/7

1:6-8

Unit Secretary 1, 24/7

c.) DMP Emergency Department +

Charge Nurse 1 with a two patient assignment 24/7

Registered Nurse 1 to 4 depending on acuity

~~Patient Care Assistant~~ 1:6-8

**PCA/MA 2, 24/7**

d.) 2 North Adult Telemetry +

Charge Nurse 1 without assignment 24/7

Registered Nurse 1:4

\*1:2 if a tracheostomy is 96 hours or less

\*1:1 if a patient is receiving an active infusion of chemotherapy

Patient Care Assistant 1:6-8

Unit Secretary 1 Day Shift 13 hours M-F

e.) 2 Southwest Adult Telemetry +

Charge Nurse 1 without assignment 24/7

Registered Nurse 1:4

\*no more than one 1 CAPD in an assignment

\*1:1 if a patient is receiving an active infusion of chemotherapy

Patient Care Assistant 1:6-8

Unit Secretary 1 Day Shift 13 hours Monday-Friday

f.) 2 Southeast Adult Medical Surgical +

Charge Nurse 1 without assignment 24/7

Registered Nurse 1:5

\*1:1 if a patient is receiving an active infusion of chemotherapy

Patient Care Assistant 1:6-8

Unit Secretary 1 Day Shift 13 hours Monday-Friday

g.) 2 East Adult Medical Surgical +

Charge Nurse 1 without assignment 24/7

Registered Nurse 1:5

2/19/25 a

	*1:1 if a patient is receiving an active infusion of chemotherapy
Patient Care Assistant	1:6-8
Unit Secretary	1 Day Shift 13 hours Monday-Friday

h.) 3 East Adult Medical Surgical +

Charge Nurse	1 without assignment 24/7
Registered/ Nurse	1:5
	*1:1 if a patient is receiving an active infusion of chemotherapy
Patient Care Assistant	1:6-8
Unit Secretary	1 Day Shift 13 hours Monday-Friday

i.) 3 West Adult Medical Surgical +

Charge Nurse	1 without assignment 24/7
Registered Nurse	1:5
	*1:1 if a patient is receiving an active infusion of chemotherapy
Patient Care Assistant	1:6-8
Unit Secretary	1 Day Shift 13 hours Monday-Friday

j.) 4 North +

Charge Nurse	1 with up to a 3 patient assignment 24/7
Registered Nurse	1:5 Medical-Surgical
	1:4 Telemetry
	*1:1 if a patient is receiving an active infusion of chemotherapy
Patient Care Assistant	1:6-8
MA	1:5

**\*For 9-11 beds 1 PCA and 1 MA would fulfill this proposal.**

k.) Labor and Delivery +

Charge Nurse	1 without an assignment 24/7
Registered Nurse	Follow current AHWONN Standards

Antepartum and Postpartum	
2:1	Critically ill, hemodynamically unstable
2:2	Birth (cesarean or vaginal) and immediate recovery period 30-60 min until the critical elements are met for both mother and baby, then 1 nurse to 1 mother-baby couplet (2 patients) in continuous bedside attendance for the remainder of the 2-hour recovery process
1:1	Initial OB triage assessment, unstable antepartum patients, epidural initiation (first 30 min.), oxytocin administration for labor induction or augmentation, magnesium sulfate administration (first hour at the bedside) during labor and immediately postpartum) second -stage labor pushing, some indeterminate FHR patterns; all abnormal FHR patterns, labor in the shower of tub ( if support person is unavailable to stay with patient), trial of labor for VBAC, intermittent auscultation during labor, morbid obesity such that continuous EFM is challenging and requires repeated bedside monitoring adjustments; women in labor with multiples, preeclampsia, or diabetes (requiring blood glucose assessment); women who require frequent and intense assessment, monitoring , and care.
1:2	Cervical ripening with pharmacologic agents/spontaneous labor with adequate pain control
1:3	Ongoing obstetrical triage, rule out labor, nonstress test, antepartum patients in stable condition

OB Technician/ST

**1:1 1, 24/7 with additional 7.5 hours M-F**

Unit Secretary

1, 24/7

l.) 2 West - Mother Baby Unit +

Charge Nurse

1, without assignment 24/7

Registered Nurse

**Follow current AWHONN Standards**

~~1:1 Newborn Undergoing Circumcision~~

~~1:3 Couplets with no more than 2 pp C-Section~~

PCA

1:10 Couplets

Unit Secretary

1, 7a-7p, 7 days a week

m.) Neonatal Intensive Care Unit +

Charge Nurse

1 without an assignment 24/7

Registered Nurse

1:1 or 1:2 depending on acuity

1:3 if all three patients are designated as an intermediate care/feeders and growers

**Follow current AHWONN Standards**

(core staff of 2 RN plus a charge RN)

MQA

1, 8 am to 4pm every day if there are less than three babies, the MQA will be floated within women's services

n.) Operating Rooms +

Charge Nurse

1 RN without an assignment 6a- 2p and 9:30p-9:30pm

Registered Nurse

1:1 (2:1 for ~~patients who cannot tolerate general anesthesia~~) **moderate sedation without anesthesia present**)

Surgical Technologist

Laser Cases 2:1 (Can be RN or ST)

1:1

Laser Cases 2:1 (Can be RN or ST)

o.) Pre-Operative Care +

*on 1/1/15* *MS*

Charge Nurse	1, 6a-4p M - F
Registered Nurse	1:1
Patient Care Assistant	2 3, 6a-2p M - F
	3, 8a-4p M - F
	2, 10a-6p M - F
	1, 11a-7p M - F
	2, 2p-10p M - F
Patient Care Assistant	1, 5:30a-1:30p Saturday
	1, 9a-5p Saturday
Unit Secretary	1, 6a-2p M – F

p.) Post Anesthesia Care Unit +

Charge Nurse MFSH	1 without an assignment 6a – 10p
Registered Nurse	<b>Follow current ASPAN Guidelines</b>

### 2025-2026 ASPAN Guidelines

Two registered nurses, one of whom is a RN competent in Phase I post-anesthesia nursing, are in the same room/unit where the patient is receiving Phase I care. The Phase I RN must have immediate access and direct line of sight when providing patient care. The second RN should be able to directly hear a call for assistance and be immediately available to assist. These staffing recommendations should be maintained during “on call” situations.

#### Phase I

RN 2:1	<p>Example may include, but is not limited to, the following:</p> <ul style="list-style-type: none"> <li>One critically ill, unstable patient</li> </ul>
RN 1:1	<p>Examples may include, but are not limited to, the following:</p> <p>At the time of admission, until the critical elements are met which include:</p> <ul style="list-style-type: none"> <li>Report has been received from the anesthesia care provider, questions answered, and the transfer of care has taken place <ul style="list-style-type: none"> <li>Patient has a stable/secure airway**</li> <li>Patient is hemodynamically stable</li> <li>Patient is free from agitation, restlessness, combative behaviors</li> <li>Initial assessment is complete</li> <li>Report has been received from the anesthesia care provider</li> <li>The nurse has accepted the care of the patient</li> </ul> </li> <li>Airway and/or hemodynamic instability **Examples of an unstable airway include, but are not limited to, the following: <ul style="list-style-type: none"> <li>Requiring active interventions to maintain patency such as manual jaw lift or chin lift or an oral airway</li> <li>Evidence of obstruction, active or probable, such as gasping, choking, crowing, wheezing, etc.</li> <li>Symptoms of respiratory distress including dyspnea, tachypnea, panic, agitation, cyanosis, etc. <ul style="list-style-type: none"> <li>Any unconscious patient 8 years of age and under</li> <li>A second nurse must be available to assist as necessary</li> <li>Patient with isolation precautions until there is sufficient time for donning and removing personal protective equipment (PPE) (e.g., gowns, gloves, masks, eye protection, specialized respiratory protection) and washing hands between patients. Location dependent upon facility guidelines</li> </ul> </li> </ul> </li> </ul>
RN 1:2	<p>Examples may include, but are not limited to, the following:</p>







	<ul style="list-style-type: none"> <li>Two conscious patients, stable and free of complications, but not yet meeting discharge criteria</li> <li>Two conscious patients, stable, 8 years of age and under, with family or competent support team members present, but not yet meeting discharge criteria</li> <li>One unconscious patient, hemodynamically stable, with a stable airway, over the age of 8 years and one conscious patient, stable and free of complications</li> </ul>
<b>RN 1:1</b>	<b>Example includes, but is not limited to:</b> <ul style="list-style-type: none"> <li>Unstable patient of any age requiring transfer to a higher level of care</li> </ul>
<b>RN 1:2</b>	<b>Examples include, but are not limited to:</b> <ul style="list-style-type: none"> <li>8 years of age and under without family or support healthcare team members present</li> <li>Initial admission to Phase II</li> </ul>
<b>RN 1:3</b>	<b>Examples include, but are not limited to:</b> <ul style="list-style-type: none"> <li>Over 8 years of age</li> <li>8 years of age and under with family present</li> </ul>
<b>2025-2026 ASPAN Guidelines</b>	
<b>The nursing roles, in this phase, focus on providing the ongoing care for those patients requiring extended observation/intervention after transfer/discharge from Phase I and/or Phase II care.</b>	
<b>Extended Phase</b>	
<b>RN 1:3-5</b>	<b>Examples of patients that may be cared for in this phase include, but are not limited to:</b> <ul style="list-style-type: none"> <li>Patients awaiting transportation home</li> <li>Patients with no caregiver, home, or support system</li> <li>Patients who have had procedures requiring extended observation/interventions (e.g., potential risk for bleeding, pain management, PONV management, removing drains/lines)</li> <li>Patients being held for a non-critical care inpatient bed</li> </ul>

q.) Pre-Admission Testing +

RN/LPN	1:1
MA	1.2 FTE

r.) Endoscopy +

Charge Nurse	1 without an assignment
Registered Nurse Pre Procedure	Minimum of 1 following SGNA Standards
Registered Nurse in Procedure	1:1 (2:1 if moderate sedation <b>without anesthesia present</b> )
RN Advanced Procedure	2:1 or 3:1 without anesthesia staff
Registered Nurse in Recovery	1:3 unless anesthesia in which ASPAN guidelines will be followed noted above
Technical Assistant	<del>4, Monday—Friday</del>
	<b>1 per room Monday through Friday</b>
Clerical	1

s.) Urology +

Charge Nurse	<b>1 without an assignment</b>
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- |  |  |
|--|--|
| <b>RN in Procedure</b>   | <b>1:1 (2:1 if moderate sedation without anesthesia present)</b> |
| <b>Surgical Tech</b>   | <b>1:1</b>   |
| <b>t.) Imaging +<br/>Registered Nurse</b>  | <b>1:1 when RN in procedure</b>                                  |
| <b>u.) Angio +<br/>Registered Nurse<br/>Tech</b>   | <b>1:1 when RN in procedure<br/>1:1 when tech in procedure</b>   |
| <b>v.) Electrophysiology +<br/>Registered Nurse<br/>Scrub</b>                                    | <b>2:1<br/>1:1 (CVRT)</b>  |
| <b>w.) Infusion Center (MFSH) +<br/>Registered Nurse<br/>Secretary</b>                           | <b>1:3<br/>1 M-F</b>   |
| <b>x.) Respiratory Therapy</b>   |  |
| Assignments include 3E, 3W, 2E, 2W, 2SW, 2SE, 2N, 4 North, NICU, ICU, ED, Pulmonary Function Lab |  |

2.) MFSH/DMP New Positions

- ~~Neuro Diagnostic Technologist~~ ~~1.0 FTE Shift TBD~~  
(multi-site float pool)
- **CT Technologist** **0.5 FTE Night Shift**
- **APP** **Convert vacant .67 FTE to FT FLEX 1.0**
- ~~Ultrasound Obstetrics~~ ~~0.50 FTE~~
- ~~Radiology Technologist~~ ~~1.0 FTE Evening Shift~~
- ~~Sterile Processing Technician~~ ~~(2) 0.50 FTE Evening Shift~~  
~~1.0 FTE Night Shift~~
- ~~Ultrasound Technologist~~ ~~1.0 FTE Evening Shift~~
- ~~Lactation Consultants (coverage for all maternity services)~~  
~~3.0 FTE Shift TBD~~
- ~~Obstetrics Nurse (L&D)~~ ~~2.88 FTE Shift TBD~~
- ~~Cashier at DMP~~ ~~Per Diem Day Shift~~
- ~~EVS Aide at DMP~~ ~~1.5 FTE Night Shift~~

Section 5. **HighPointe/DeGraff SNF (HPTE/DeGraff SNF)**

1.1



1.) HPTE/DeGraff SNF Staffing Ratios/Grids/Matrices

a.) DMP SNF 1

Registered Nurse	3.75 hours on day shift
Licensed Practical Nurse	2, day shift
	2, eve shift
	1, night shift
Certified Nurse Assistant	5, day shift
	5, eve shift
	2, night shift
Clerical	.6 FTE

b.) DMP SNF 2:

Registered Nurse	1, day shift
	1, eve shift
	1, night shift
Licensed Practical Nurse	2, day shift
	2, eve shift
	1, night shift
Certified Nurse Assistant	5, day shift
	5, eve shift
	2, night shift
Clerical	1.0 FTE

c.) HPTE Pediatric Pavilion:

Registered Nurse	3, day shift ( <del>included in Sec.2</del> )
	3, night shift ( <del>included in Sec.2</del> )
Certified Nurse Assistant	3, day shift (plus 4 hours on school days)
	2, night shift
Clerical	<del>1.0 FTE shared with Delaware Park</del>
	<b>1 Day Shift for 7.5 hours, 5 days/week</b>

d.) HPTE Delaware Park:

Registered Nurse	2 3, day shift
	2 3, night shift
Certified Nurse Assistant	2 4, day shift
	2 3, night shift
Clerical	1.0 FTE shared with Pediatric Pavilion
	<b>Elmwood Village</b>

e.) HPTE Hamlin Park:

Registered Nurse	2, day shift
	2, eve shift
	2, night shift

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- |                           |   |
|---------------------------|---|
| Licensed Practical Nurse  | 1, day shift<br>2, eve shift<br>1, night shift    |
| Certified Nurse Assistant | 5, day shift<br>4, eve shift<br>2, night shift    |
| Clerical                  | <b>1 Day Shift for 7.5 hours, 5 days per week</b> |
- f.) HPTE Elmwood Village:
- |                           |   |
|---------------------------|---|
| Registered Nurse          | 1, day shift<br>1, evening shift<br>1, night shift            |
| Licensed Practical Nurse  | 1, day shift<br>1, eve shift<br>1, night shift                |
| Certified Nurse Assistant | <del>5</del> 3, day shift<br>4-3, eve shift<br>2, night shift |
| Clerical                  | <b>1.0 FTE shared with Delaware Park</b>                      |
- g.) HPTE Cold Springs:
- |                             |  |
|-----------------------------|--|
| <del>Registered Nurse</del> | <del>3.75 hours on day shift</del>             |
| Licensed Practical Nurse    | 2, day shift<br>2, eve shift<br>1, night shift |
| Certified Nurse Assistant   | 5, day shift<br>5, eve shift<br>2, night shift |
| Clerical                    | .6 FTE   |
- h.) HPTE Allentown:
- |                             |  |
|-----------------------------|--|
| <del>Registered Nurse</del> | <del>3.75 hours day shift</del>                |
| Licensed Practical Nurse    | 2, day shift<br>2, eve shift<br>1, night shift |
| Certified Nurse Assistant   | 5, day shift<br>5, eve shift<br>2, night shift |
| Clerical                    | .6 FTE   |
- i.) HPTE Kensington Heights:
- |                             |                                 |
|-----------------------------|---------------------------------|
| <del>Registered Nurse</del> | <del>3.75 hours day shift</del> |
| Licensed Practical Nurse    | 2, day shift<br>2, eve shift    |

Certified Nurse Assistant	1, night shift 5, day shift 5, eve shift
Clerical	2, night shift .6 FTE

j.) HPTE Kaisertown:

<del>Registered Nurse</del>	<del>3.75 hours day shift</del>
Licensed Practical Nurse	2, day shift 2, eve shift 1, night shift
Certified Nurse Assistant	5, day shift 5, eve shift 2, night shift
Clerical	.6 FTE

k.) HPTE University Heights:

<del>Registered Nurse</del>	<del>3.75 hours day shift</del>
Licensed Practical Nurse	2, day shift 2, eve shift 1, night shift
Certified Nurse Assistant	5, day shift 5, eve shift 2, night shift
Clerical	.6 FTE

l.) Respiratory Therapy

Assignments include Pediatric Pavilion and Delaware Park

2.) HPTE/DeGraff SNF New Positions

- ~~Respiratory Therapists~~ ~~1.92 FTE~~ ~~Shift TBD based on~~  
~~distribution of ventilated patients~~
- ~~Child Life Specialist Activities Assistant~~ **1.0 Day Shift**
- **Licensed Practical Nurse 2.0 FTE Add to Float Pool Eve/Nights**
- **Certified Nurse Aide (DeGraff) Add two per diem positons**
- **Nurse Educator (DeGraff) 0.5 FTE for LTC**
- ~~Pediatric RNs~~ ~~5.12 FTE~~ ~~Shift TBD~~

(The above position are intended to utilized to meet pediatric pavilion staffing plan of 3 RN, 24/7)

Section 6. With respect to those units marked as (+) above, the parties acknowledge that they constitute the units provided by Kaleida Health in order to meet the requirements of New York Public Health Law § 2805-t.

- a.) A clinical staffing committee (CSC) has been formed and shall be maintained at BGMC, MFSH/DMP, and OCH;
- b.) At least one-half (1/2) of the members of the CSC will be registered nurses, licensed practical nurses and ancillary staff members of the frontline team currently providing or supporting direct care and up to one-half (1/2) of the members will be selected by the general hospital administration and shall include but not be limited to the Chief Financial Officer, the Chief Nursing Officer and patient care unit directors or managers or their designees;
- c.) The standing site CSC will identify the needs for any additional employees as committee members, which the Unions would then select by job title. The selected employees will represent a range of department/units.
- d.) Participation in the CSC by employees will be on scheduled work time and such employee will be compensated at their current rate of pay including the applicable differentials. Where participation cannot be on scheduled work time, employees will be compensated for their time at the meeting. It is understood that the employees' departments/units will not be short-staffed due to participation.
- e.) If CSC meetings are scheduled on an employees work time, the employee/CSC member will be fully relieved of all other work duties during meetings of the committee and shall not have work duties added or displaced to other times as a result of their committee responsibilities.
- f.) The Union(s)' designated Staffing Committee Directors will receive twenty (20) days per month of Employer paid time for the purpose of coordinating the work of the CSC on behalf of the Unions ~~for the first year the committee is functioning post ratification of this Agreement.~~ The days will be distributed as follows:
  - 1199SEIU Director (s) 20 days per month;
  - CWA Director (s) 20 days per month.

~~Thereafter, the CSC will determine the amount of time needed for the CSC Directors based upon the workload of the committee.~~ Any excused absence time related to this Section 1. f.) above will not be counted toward the excused absence time referenced in Article 6, Sections 11 and 13.
- g.) The CSC will meet on a monthly basis at a time and place mutually agreed to by the parties to this Agreement. The committee's initial responsibilities will include but not be limited to:
  - a decision on joint CSC committee meetings;

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- assessment of all existing grids/plans and the staffing ratios covered by New York Public Health Law § 2805-t;
- a recommendation the number of positions needed to meet the established ratios outlined in Section 2 through 5 covered by New York Public Health Law § 2805-t;
- implementation of the staffing ratios;
- resolve issues related to the implementation of ratios;
- the development of a program to consistently cover lunches and breaks;
- development of initiatives to support Environment of Practice, Recruitment and Retention;
- ~~development of initiatives to collaborate with the AACN's Healthy Work Environment, Recruitment and Retention (See Article \_\_, entitled Healthy Work Environment.~~

h.) In addition to the responsibilities listed in g.) above the CSC will also be responsible for the following functions on an annual basis.

- The development and the oversight of implementation of an annual clinical staffing plan. The staffing plan will be based upon ratios as outlined in New York Public Health Law § 2805-t. The staffing plan shall include specific staffing for each patient care unit and work shift and shall be based on the needs of patients. Staffing plans shall include specific guidelines, ratios, matrices or grids indicating how many patients will be assigned to each registered nurse and the number of nurses and ancillary staff to be present on each unit and shift and shall be used as the primary component of the hospital staffing budget.
- The parties agree that if during the life of this Agreement the patient population or acuity changes on any unit covered by New York Public Health Law § 2805-t, any unit undergoes clinical or programmatic changes that fundamentally alter its character or nature, or a new qualifying unit opens, the CSC will evaluate and review any impact on the ratios in this article.

- 1.) The development and the oversight of implementation of an annual clinical staffing plan. The staffing plan shall include specific staffing for each patient care unit and work shift and shall be based on the needs of patients. Staffing plans shall include specific guidelines or ratios, matrices, or grids indicating how many patients will be assigned to each registered nurse and the number of nurses and ancillary staff to be present on each unit and shift and shall be used as the primary component of the hospital staffing budget.

Factors to be considered and incorporated in the development/review of the plan shall include, but are not limited to:



- i. Census, including total numbers of patients on the unit and activity such as patient discharges, admissions and transfers;
- ii. Measures of acuity and intensity of all patients and nature of the care to be delivered on each unit and shift;
- iii. Skill mix;
- iv. The availability, level of experience and specialty certification or training of nursing personnel providing patient care, including charge nurses, on each unit and shift;
- v. The need for specialized or intensive equipment;
- vi. The architecture and geography of the patient care unit, including but not limited to, placement of patient rooms, treatment areas, nursing stations, medication preparation areas and equipment;
- vii. Mechanisms and procedures to provide for one-to-one patient observations, when needed, for patients on psychiatric or other units as appropriate;
- viii. Other special characteristics of the unit or community patient population, including age, cultural and linguistic diversity and needs, functional ability, communication skills and other relevant or socio-economic factors;
- ix. Measures to increase worker and patient safety, which could include measures to improve patient through-put;
- x. Staffing guidelines adopted or published by other states or local jurisdictions, national nursing professional associations, specialty nursing organizations and other health professional organizations;
- xi. Availability of other personnel supporting nursing services on the unit;
- xii. Waiver of plan requirements in the case of unforeseeable emergency circumstances as defined in **Public Health Law § 2805-t subdivision fourteen**;
- xiii. Coverage to enable registered nurses, licensed practical nurses and ancillary staff to take meal and rest breaks, planned time off and unplanned absences that are reasonably foreseeable as required by law or the terms of an applicable collective bargaining agreement, if any, between the hospital and representative of the nursing ancillary staff;
- xiv. The nursing quality indicators required under New York Public Health Law § 2805-t;

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- xv. Hospital finances and resources, and
  - xvi. Provisions for limited short-term adjustments made by appropriate hospital personnel overseeing patient care operations to the staffing levels required by the plan, necessary to account for unexpected changes in circumstances that are to be of limited duration.
- 2.) Semiannual review of the staffing plan against patient needs and known evidence-based staffing information, including the nursing sensitive quality data collected by the general hospital.
  - 3.) Review, assessment and response to complaints regarding potential violations of the adopted staffing plan, staffing variations or other concerns regarding the implementation of the staffing plan and within the purview of the committee.

Section 7. If there is a violation of New York Public Health Law § 2805-t, in addition to filing a grievance, the Union may file a complaint with the New York State Department of Health. The DOH will investigate the potential violations that have first been submitted to the clinical staffing committee for resolution, following receipt of the complaint (and supporting evidence) of failure to:

- 1.) Adopt all or part of a clinical staffing plan that is approved by consensus of the clinical staffing committee that has been submitted to the NYSDOH;
- 2.) Adhere to the agreed upon ratios;
- 3.) Conduct a semi-annual review of the clinical staffing plan; or
- 4.) Submit to the department a clinical staffing plan on an annual basis with any updates;
- 5.) **Review and determine the status of complaints filed related to staffing plans and ratio compliance;**
- 6.) **Development and implementation of a Plan to Resolve for staffing violations;**
- 7.) **Communicating back to complainants the Management and frontline members' response to complaints;**
- 8.) **Communicating the final complaint disposition to complainants;**
- 9.) **The CEO will work with the CSC to coordinate and submit an acceptable plan of correction to DOH**

Section 8. The CSC will review potential acuity tools, acuity systems, and other evidenced-based practices. It is agreed to and understood by the parties that if an acuity staffing tool is implemented, it will be utilized along with the ratios, to provide adequate staffing and

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appropriate assignments. The CSC will include the review and discussion of acuity tools as a standing item on its meeting agenda.

Section 9. The Employer will use evidence-based practices to address fluctuations in census and determine actual patient acuity levels, nursing care requirements as well as improving patient acuity balancing across assignments.

Section 10. RN/LPN/Ancillary Staff to patient ratios represent the maximum number of patients that shall be assigned to one (1) RN/LPN/AS at any one time. "Assigned" means the RN/LPN/AS has responsibility for the provision of care to a particular patient within his/her scope of practice. There shall be no averaging of the number of patients and the total number of (RN/LPN/AS) on the unit during any one shift nor over any period of time. Only (RN/LPN/AS) providing direct patient care shall be included in the ratios.

Section 11. Nurse administrators, nurse supervisors, nurse managers and charge nurses and other licensed nurses shall be included in the calculation of the licensed nurse-to-patient ratio only when the licensed nurses are engaged in providing direct patient care. When a nurse administrator, nurse supervisor, nurse manager, charge nurse or other licensed nurse engage in activities other than direct patient care, that nurse shall not be included in the ratios.

Section 12. Nothing in this Article shall prohibit (RN/LPN/AS) from assisting with the specific tasks within the scope of his or her practice for a patient assigned to another (RN/LPN/AS). "Assist" means that (RN/LPN/AS) may provide patient care beyond their patient assignments if the tasks performed are specific and time-limited.

Section 13. Float Pool: The parties agree that the development and implementation of a Nursing Float Pools to support CSC units and long term care is critical and will be an appropriate agenda item for site CSC.

CMA, MA, MOA, NA, PCA, Student Nurse PCA, Student Nurse MA and Unit Secretary may be included in the float pool.

Section 14. In the event that the ratios for any job title on a unit falls below the established ratio levels on a given shift, the Employer will re-establish the agreed upon number of nurses through methods including utilization of float pool nurses, floating existing staff under current contractual provisions, overtime, per diems and traveler/agency nurses. If the recruiting method is not successful the employee will complete an unsafe staffing form.

**Staffing complaints will be made available utilizing the staffing form developed jointly by the Employer and Union and provided by the Union(s). Such complaints will be provided to the Employer and logged in a database maintained by the Union(s) Clinical Staffing Directors and readily accessible to all management and frontline staff of the Clinical Staffing Committee.**

*[Handwritten signature]* 7/9/25 *[initials]*

Section 15. If there is a violation of the language in Sections 1. through 14., in addition to filing a grievance, the Union may file a complaint with the New York State Department of Health under New York State Public Health Law Section 2805-t. The DOH will investigate the potential violations that have first been submitted to the clinical staffing committee for resolution, following receipt of the complaint (and supporting evidence) of failure to:

- a.) form or establish a clinical staffing committee;
- b.) create a clinical staffing plan;
- c.) adopt all or part of a clinical staffing plan that is approved by consensus of the clinical staffing committee that has been submitted to the NYSDOH;
- d.) adhere to the agreed upon ratios;
- e.) conduct a semi-annual review of the clinical staffing plan; or
- f.) submit to the department a clinical staffing plan on an annual basis with any updates;
- ~~g.) or any other issue covered under Public Health Law § 2805-t.~~

The parties agree that the site CSC will be responsible for monitoring any amendments to the law, regulations, or guidance issued by New York State relative to the scope of New York Public Health Law § 2805-t and will make recommendations pertaining to which units qualify as CSC (+) units. The KH Staffing Plan will be adjusted to incorporate changes as clarity is provided by New York State.

**Section 16. In the event that the CSC fails to reach consensus on the annual staffing plan or any proposed mid-cycle modifications, the CEO will attend a CSC meeting prior to submission of the plan. The CEO will be prepared to discuss the frontline proposal and attend a presentation by the frontline staff, if they request, regarding the staffing plan proposal for their unit.**

**Section 17. The Hospital(s) and the Union(s) will provide copies of any and all correspondence exchanged with the DOH related to the function of the CSC to the CSC Directors within three (3) business days of the transmission or receipt of such communication. Such correspondence will remain nonpublic documents to be used for purposes of affecting the CSC process.**

**Section 18. Enforcement**

**a. A staffing dispute may occur when:**

- i. There is a perceived pattern of violations of the number of staff members per unit per shift as reflected in Sections 2, 3, and 4, and 5 above for those units designated with a "+";**
- ii. There is a perceived persistent failure (pattern) to post open shifts or positions, and/or recruit for or hire staff expeditiously for those units designated with a "+";**

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- iii. There is a perceived pattern of violation of Section 6, or Section 7, for those units designated with a "+".
- b. The parties agree that bed capacity, patient acuity, staffing mix, admissions and discharges, vacancies, availability of supplemental staff, unit schedule, unforeseen surges in census, reasonable measures taken pursuant to Article 15 to meet unforeseen staffing shortages, scrambles and the daily assignment sheets will be used to determine whether a pattern of violation exists.
- c. Effective one (1) year from ratification of the Agreement, any grievance documenting the violation of Article 107 and/or Article 109 will be immediately filed at Step two (2) of the grievance procedure. A meeting will be held within seven (7) calendar days of the request unless mutually waived. The Director of Labor Relations, or designee, and the appropriate personnel to answer the grievance, shall render a decision in writing to the appropriate Union Representative within seven (7) calendar days of the Step 2 discussion.
- d. If no mutual agreement is reached within seventy-two (72) hours of any CSC meeting where the complaints were discussed, or when the Step 2 grievance was unresolved, either Party may submit the matter to mediation and if necessary, arbitration.\* One arbitration of all unresolved staffing disputes will be conducted for each site per calendar quarter.
- \*The parties will mutually select 3 arbitrators to serve on the panel on a rotating basis.
- e. The mediation session with the arbitrator shall be scheduled within fourteen (14) days of the request. The arbitrator shall attempt to mediate the dispute, and if unsuccessful, will serve as arbitrator for the dispute.
- f. If there is no mutual agreement within seventy-two (72) hours from the start of mediation, an Arbitration shall be scheduled by the parties as soon as possible and heard by the arbitrator who mediated the dispute. If the arbitrator who served as mediator is unavailable or is unable to confirm a mutual date within the thirty (30) days after notice of the dispute is submitted, the next arbitrator on the rotation will be scheduled. If no arbitrator is available, the parties will then submit for expedited arbitration with AAA.
- g. In such arbitration, if a pattern of staffing violation is found, the arbitrator shall have the same remedial authority as an arbitrator under the Agreement. Consistent with arbitrator authority, the arbitrator will be able to issue "make whole" relief to individual employees for staffing disputes. At the Arbitrator's discretion, they may

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**issue a remedy which may or may not include an order to cease and desist as well as relief for those staff adversely impacted by the violation as a result of excessive workload.**