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**KALEIDA HEALTH
1199/SEIU UNITED HEALTHCARE WORKERS EAST
COMMUNICATIONS WORKERS OF AMERICA**

2025 CONTRACT NEGOTIATIONS

**Union Proposal
Date Presented: March 4, 2025**

**MEMORANDUM OF UNDERSTANDING # 57
AND
SETTLEMENT AGREEMENT
OCH RN/RT Weekend Scheduling**

This Memorandum of Understanding and Settlement Agreement ("Agreement") is made and entered into by and between the Service Employees International Union/1199 United Healthcare Workers East ("SEIU") and Kaleida Health ("Kaleida").

WHEREAS, the parties are signatories, among others, to a collective bargaining agreement (Master Agreement) dated June 1, 2016 to May 31, 2019; and

WHEREAS, a dispute has arisen between the parties concerning the PTO Scheduling and Weekend Work Articles under the Master Agreement with respect to the OCH SEIU RN Bargaining Unit 01/19 and Technical Bargaining - Respiratory Department; and

WHEREAS, the SEIU has filed an Unfair Labor Practice Charge concerning this dispute under the NLRA, with such charge dated November 19, 2019 being designated 3-CA-231237. The Regional Director (Region 03) issued a Deferral Notice of this Charge to the parties grievance procedure under the Master Agreement on January 18, 2019; and

WHEREAS, the SEIU filed a Class Action Grievance designated #7827-18, dated November 21, 2018 concerning this dispute; and

WHEREAS, there have been a number of individual grievances filed by SEIU members from the OCH RN bargaining Unit and/or OCH Respiratory Department technical employees concerning the PTO scheduling process at their respective location(s).

WHEREAS, the parties are desirous to settle and/or resolve all the outstanding issues, grievances, and the ULP Charge concerning this matter and referenced above, without any admission of liability or wrongdoing; and

WHEREAS, the parties have participated in multiple mediation sessions with the assistance of the Federal Mediation and Conciliation service (FMCS) which culminated in the resolution highlighted in this Agreement.

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NOW THEREFORE, in consideration of the promises contained herein, the SEIU and Kaleida do hereby agree as follows:

- (1) Through the combined effort of the parties to ensure adequate staffing on the weekends and allow employees the opportunity to have their weeks of PTO off, even when it includes their weekend commitment, the following process shall be implemented:
 - (A) Identify groupings of time blocks to include 4 time blocks/schedules beginning ~~12/18/2022~~ **12/15/24**. Suggesting we start with the grouping of the following time blocks:
 - a. ~~12/18/2022 - 1/14/2023~~ **12/15/24 - 4/5/25**
~~1/15/2023 - 2/11/2023~~ **4/6/25 - 6/28/25**
~~2/12/2023 - 3/11/2023~~ **6/29/25 - 9/20/25**
~~3/12/2023 - 4/8/2023~~ **9/21/25 - 12/13/25**
 - b. This pattern of time blocks will continue in a similar ongoing basis as mutually agreed upon.
 - (B) By time block grouping, compile a list of all employees, by seniority, who selected PTO vacations that included their weekend commitment also identifying the number of PTO weekends shifts for each employee, this list should also include open weekend shifts due to long term absences due to DBL, Workers Compensation, Leaves of Absence, continuous FMLA and continuous PFL. This list will be used for the full 4 time block period. (Employees who have made an approved weekend switch within the respective time block groupings listed above that covers their weekend shift(s) during their approved PTO vacation shall not be included on this list).
 - (C) On a time block per time block basis, during the week when compiling the draft schedule the following steps will occur:
 1. Schedule the PTU make up weekends on the time block. If this does not meet the need, then;
 2. Balance the schedule by asking staff of an overstaffed weekend days to an understaffed weekend-day, moving staff to an additional requested weekend day without creating a hole during the week. By seniority, staff on the list compiled in item (B) above may volunteer to be placed on a weekend that is understaffed. If they are placed on the schedule for a weekend need, it will remove one of their shifts on the list. If this does not meet the need, then;
 3. Notify staff by seniority, who are not eligible for overtime, offering extra weekend shifts at straight time. Communication process to be mutually agreed to which is succinct. If this does not meet the need, then;
 4. Utilize the compiled list as referenced in Section (B) in the following manner:

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- i. Identify number of open weekend shifts, to include those open due to requested PTO as referenced above and long term absences due to DBL, Workers Compensation, Leaves of Absence, continuous FMLA and continuous PFL.
 - ii. Identify the same number of employees from the list starting with the least senior.
 - iii. Offer by seniority, the ability to select the open shift(s) to work.
 - iv. If necessary with this time block or subsequent time blocks in the grouping, you would continue up the list utilizing all the staff for one shift and then starting with the least senior who remains on the list, due to multiple shifts, continue the process. In the event a staff member does not select an open shift as referenced in Section (B), staff can only be assigned to make up their weekend on holes that were created as a result of prescheduled Weekend PTO.
5. An employee will not be subject to steps 1-4 above if they have satisfied their PTO weekend make-up commitment through a voluntary switch with another employee. Such a switch day may not result in OT and must be approved by the manager. Weekends must be within the time block grouping as identified in 1A above and not within either employee's approved week of PTO. The exception to this section shall be that Respiratory Therapists will be allowed to schedule their weekend makeups throughout the full calendar year.
6. For the OCH Respiratory department, when performing the steps in this Agreement; assignments to weekend shifts will be in seniority order except when an employee with certain competencies is required and no employee with less seniority is qualified.
7. Union delegates will be identified by Union Leadership to work with a specific manager for this process starting at Step 3. The manager and Union delegates will agree on a date and time for this process to occur for each time block during the draft schedule process.
- (2) It is further understood by the parties that this Agreement does not alter or amend any contractual rights and/or obligations that exist under the Master Agreement.

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