

Kaleida Health Master Negotiations 2025
Counter Proposal

Date Presented: April 9, 2025

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TA ERS
NM
WAB 4/9/25

Memorandum of Understanding # ____
Remote Work Agreement

This Memorandum of Understanding is entered into by and between Kaleida Health ("Employer"), the Communications Workers of America and the Service Employees International Union 1199 ("Union").

WHEREAS, the parties have had a successful remote work program in the coding department since 2018; and

WHEREAS, the parties are mutually interested in making the developed requirements, parameters, and opportunities applicable to the unionized staff titles listed below; and

NOW, THEREFORE, the Employer and the Union do hereby agree:

The remote work program is voluntary and may be terminated, with 60 days written notice by the employer, with or without cause.

1) **General Terms:**

- a) Employee participation in the remote work program is voluntary and available to eligible titles

Those titles are:

Bed Desk Coordinators**

~~Certified Tumor Registrar~~

Certified Lead Oncology Data Specialist

Clinical Patient Transfer Coordinator**

Coding Specialist

Denials Management Coordinator (UR-Larkin)

Health Information Clerk I

Health Information Clerk II

Lead Bed Desk Coordinators**

~~LPN Neuro Specialist~~

Medical Secretary (Utilization Review)

Medical Secretary **PT** (Denials Management Larkin)

Oncology Data Specialist

Oncology Data Specialist Apprenticeship

Patient Access Service Representative

Patient Financial Clearance Representative

Patient Financial Counseling Representative

Patient Financial Services Representative

PFS Rep- Accounts Receivable Billing and Collection

PFS Rep- Call Center

PFS Rep- Cash Posting

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PFS Rep- Quality Enhancement
Physician Ancillary Service Coder
Registry Data Abstractor
Service Response Center Representatives**
~~Tumor Registrar Apprentice~~

(**the parties agree to meet within the ninety days (90) following ratification of the master agreement and develop metrics in order to pilot remote work for these titles)

- b) Employees who engage in remote work spend all or part of the workweek working from a remote location, which they have on file with the employer. The decision on how much work is remote is reserved to the employer and may vary within the same title based on assignment.
- c) The operational needs of Kaleida Health will take precedence over remote work.
- d) After being provided with no less than two hours' notice, employees must report to work at the regularly assigned place of employment on a scheduled telecommuting day when required by the manager.
- e) Remote work is subject to position eligibility and equipment requirements. As such, no employee is entitled to, or guaranteed the opportunity, to work remotely.
- f) If a situation arises when an employee encounters challenges with the technological components of working remotely or loses the ability to work remotely for any reason, the Employee must call the Technical Assistance Center (TAC) and inform their Manager immediately to discuss a possible resolution and course of action.
- g) Kaleida Health will not be held responsible for costs, damages, or losses resulting from participation or the cessation of participation in the program.

2) **Employee Eligibility.** Employees eligible to participate in the program must meet the following criteria:

- a) New employees or transfers will be eligible to work remotely once their manager signs off on their job specific competencies, which will be documented.
- b) Employees may change their election to work remotely once a year, absent active job performance issues or hardship. Employees who work a hybrid schedule (partially remote) may increase their presence on-site with the permission of the employer and subject to space availability.
- c) Employees must meet the established productivity and quality standards for their jobs whether working onsite or remote. Should an employee be in discipline (verbal warning or higher) for their productivity or quality metrics, they will be encouraged to return to on-site work and remain onsite for the review period of the disciplinary action as contained in the collective bargaining agreement.

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d) The employee agrees that remote work will not be a substitute for dependent care (child or eldercare) or taking care of personal matters.

e) Employees must have appropriate hard wired high speed internet access

3) Work Hours/Work Schedule, Overtime, and PTO Usage:

a) The work hours of the Employee will not change during the program. Employees must utilize the Kronos system to document their time. Employees are not authorized to work outside of these times, and if they do, they will be subject to disciplinary action.

b) Employee must be accessible by telephone, email, and other mutually agreed means of communication during his/her work hours, as effective communication is essential for the success of this arrangement.

c) Employee understands that in a crisis the Department Director may request additional staff coverage by directing employees report to the Larkin facility or other major site. In these instances employees will be given as much advance notice as possible (for example 'Code Triage/Orange')

d) Employees will be required to come onsite for meetings for continuing education or other meetings as required by management. The employee is expected to follow all existing Kaleida Health policies while on site (i.e. Standards of Appearance). Employees will not be reimbursed for mileage when they attend on-site meetings.

e) For meetings held during an employee's regularly scheduled work time the employee will remain clocked in during travel time.

f) Employee working remotely will use the same number of hours scheduled to work on the day when a PTO/PTU day is approved.

4) Equipment and IST Support:

a) Kaleida Health will provide the Employee with the necessary equipment to perform their assigned functions including, but not limited to:

- a. Computer or laptop
- b. Privacy screen
- c. Dual monitors
- d. Software
- e. Email access

Please see **Attachment A** for a full list of equipment to be provided by Kaleida Health.

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- b) All equipment provided by Kaleida Health is provided for use solely by the Employee and only for work-related purposes in compliance with Kaleida Health policy. (See: Policies # IT.1, # HR.15)
- c) No software provided by Kaleida Health may be duplicated except as formally authorized.
- d) Kaleida Health will be responsible for maintaining all company-owned equipment(s) provided to the employee in the event of malfunction.
- e) Kaleida Health may be responsible for the insurance of all company-provided equipment in the event of property damage occurring during normal course of business.
- f) All equipment provided by Kaleida Health for this program must be kept in the designated workspace in the remote work location and not be made accessible to others.
- g) Extension cord use is prohibited.
- h) No major appliances may be on the same outlet as the Kaleida Health computer.
- i) Employee must have working smoke and carbon monoxide detectors
- j) Employee must report to the Manager or his /her designee any instances of loss, damage, or unauthorized access immediately or at the earliest reasonable opportunity. Employee is responsible for any costs, damages, or losses associated with Kaleida Health equipment used in the home up to \$1400.00.
- k) Employee must use all equipment, records, and materials provided by Kaleida Health for purposes of Kaleida Health business only, and to protect them against unauthorized or accidental access, use, modification, destruction, or disclosure. The precautions described in this agreement apply regardless of the storage media on which information is recorded, the locations where the information is stored, the systems used to process the information, or the processes by which the information is handled.
- l) At no time can any non-Kaleida software be installed on the Kaleida device
- m) All computer related issues must be logged with the Help Desk after employee obtains a Help Desk Ticket Number, it should be relayed either via phone, chat or via email to Leadership (Director & Managers). Associates may be required to clock out during prolonged downtimes.
- a) In the event the Kaleida system is down employees may have the option of utilizing PTO, coming onsite if workspace is available or flexing their time per CBA Article 93, as per the discussion with management.
- b) In the event the downtime is a result of a third party internet provider or other non-Kaleida related cause (weather) the employee may have the option of utilizing PTU, coming

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onsite (if workspace is available) or flexing their hours per CBA, as per the discussion with management.

In both instances, the employee is required to let their manager (or manager designee) know within thirty (30) minutes of contacting the Help Desk and logging their ticket.

5) Remote Work Location and Work Space:

a) The remote work location is the Employee's current home or address on file, and will be limited to such. Any other real estate property/properties owned or leased by the employee can be considered remote work location, as long as the location information is shared and the employee could travel on-site if necessary. If there is a permanent change of address for the remote work location, the employee must notify Kaleida Health.

b) Employee must designate a workspace within the remote work location for placement and installation of equipment to be used while working remote. Employee agrees to maintain this workspace in a safe condition and free from hazards and other dangers to the employee and the equipment at all times. **Areas must be private so that anyone other than the employee cannot visualize any patient Protected Health Information (PHI) or any other confidential information.**

c) Employees will have limited or no ability to print at home, thus sending Kaleida Health files to a personal computer or device in order to print is prohibited, any employee who does so will be subject to discipline. Emailing or sending files that contain PHI may subject the employee to additional discipline up to and including termination. Additionally, any documents containing PHI must be brought onsite for proper destruction in accordance with Kaleida Health Policy.

d) The Manager or his/her designee shall, at a minimum, review photos and may perform a site visit of the remote work location. Approval must be obtained for finalization of the agreement workspace. Photos may be sufficient in approving the designated workspace; however, management reserves the right to on-site inspection.

e) The Manager or his/ her designee may make an on-site visit, with no less than 24 hours advance notice, to the remote work location for determining that the workspace remains safe and free from hazards and to maintain, repair, inspect, or retrieve all equipment provided by Kaleida Health.

6) Furniture and Office Supplies:

Employee agrees to provide all furniture and office supplies as needed.

7) Liability for Injuries:

The employee is responsible for injuries to third party/persons and/or members of the employee's family at the employee's remote work location. The employee will indemnify,

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defend, and hold harmless Kaleida Health affiliates, employees, contractors and agents, from and against any and all claims, demands or liability (including, but not limited to, any related losses, costs, and attorney fees) resulting from, or arising in connection with, any injury to persons (including death) or damage to property caused, directly or indirectly, by the services provided herein by the employee or by employee's willful misconduct, negligent acts, or omissions in the performance of the employee's duties and obligations under this Agreement.

8) Taxes and Zoning Regulations:

- a) The employee is responsible for determining any income tax implications of maintaining a remote work location or home office workspace. Kaleida Health will not be expected or required to provide tax guidance, nor assume any additional tax liabilities resulting from the employee's participation in the program. Employee is encouraged to consult with a qualified tax professional to discuss income tax implications.
- b) Employee is responsible for conformance to any zoning regulations this program will entail.

9) Termination:

- a) The employer reserves the right to terminate the entire program or a team's participation with sixty (60) days' notice to the union
- b) Any employee may terminate their participation in the program, with or without cause, upon reasonable notice of 30 days.
- c) All equipment provided by Kaleida Health must be returned to the company immediately after termination of the contract and/or termination of employment. Additionally, any documents containing PHI must be brought onsite for proper destruction in accordance with Kaleida Health Policy. "Immediately" for the purpose of employment termination is defined as two business days.
- d) Employee remains obligated to comply with all of Kaleida Health rules, practices, policies and procedures. Violation of any of the above may result in preclusion from participation in remote work, disciplinary actions, or termination of employment.

~~IN WITNESS WHEREOF, the parties hereto have executed this agreement on the _____ day of July, 2022.~~

~~For Kaleida Health:~~

Signature

Date

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For SEIU 1199:

Signature

Date

For CWA:

Signature

Date