

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

2025 CONTRACT NEGOTIATIONS

**Union Proposal:
Date Presented: May 27, 2025**

**MEMORANDUM OF UNDERSTANDING
Multi-site Electro Neuro Diagnostic Technologist**

~~Draft 10-30-2024~~

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 Electro Neuro Diagnostic 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 Electro Neuro Diagnostic 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. Electro Neuro Diagnostic 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

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will not be required to float to more than one site per shift."

6. The Electro Neuro Diagnostic Technologist Multi-site Float pool employee is not required to take call but may volunteer to participate in call at BGMC.
7. The Electro Neuro Diagnostic 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 Electro Neuro Diagnostic 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 Electro Neuro Diagnostic Technologist Multi- site float pool position will not be required to work weekends.
13. This Electro Neuro Diagnostic 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 Electro Neuro Diagnostic 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 Electro Neuro Diagnostic 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.

~~WITNESS WHEREOF, the parties hereto have executed this agreement on the 1st day of November, 2024.~~

For Kalcida Health:

For CWA:

For SEIU:

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