

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

2022 CONTRACT NEGOTIATIONS

**Union Counterproposal
Date Presented: July 21, 2022
Employer Counterproposal
Date Presented: July 21, 2022**

**Article 11
Flexible Employees**

Section 1. A flexible employee is one who is hired and scheduled for full-time hours and will be considered full-time for the purpose of benefit calculations. The utilization of flexible employees permits a supervisor to respond to variations in workload created by decreases in census and/or acuity.

Section 2. A flexible employee shall be scheduled for full-time hours but will not be flexed below a half (0.5) FTE per pay period.

Section 3. All flex positions will be posted and filled as per Article 53, Job Bidding and Transfers.

Section 4. ~~All flex positions created as a result of this Agreement will be new FTEs. Flex positions will only be created when a new job is created, or when a full-time vacant position or a part-time vacant position is available, and can be converted to flex.~~ Full-time and part-time filled positions and full-time vacant positions will not be used to create flex positions. **Newly created positions, full-time vacant positions and part-time vacant positions will be presented to the Job Security Committee for discussion prior to conversion. The number of flex positions will not exceed seven and one-half percent (7.5%) of the total bargaining unit. The union and the Employer agree to continue to meet in the Site Job Security Meetings to discuss where flex positions will be created. Units/Departments/shifts that have less than ten (10) twelve (12) employees will have no more than one (1) flexible employee per unit/department/shift. Units/Departments that have more than ten (10) employees will have no more than two (2) flexible employees per unit/department/shift.**

Section 5. A flexible employee is considered as full-time for all benefit calculations. However, in all cases, the terms of the Retirement Plan shall prevail.

Section 6. If it becomes necessary to temporarily reduce the number of employees in a particular department/unit, the reduction will be completed pursuant to Article 18 Temporary Downsizing in the bargaining unit agreement.

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Section 7. Once the downsizing process has been exhausted and there is a need to decrease staffing through flexing, flexible employees will be notified a minimum of one (1) hour prior to the start of his/her shift.

Section 8. If a flexible employee is canceled more than eight (8) hours prior to the start of his/her shift, he/she will have no further obligation to be available as set forth in Sections 11. or 12. below.

Section 9. If a flexible employee reports to work and is canceled prior to accepting a work assignment, he/she will have no further obligation to be available as set forth in Sections 11. or 12. below.

Section 10. When there is a need to temporarily downsize staff who are already on premises, the manager/supervisor responsible for that area will determine if there is a need for staffing in other work areas, and if so, reassign staff, pursuant to the appropriate Article on Floating. Flexible employees shall be guaranteed four (4) hours of work once his/her assignment has been initiated.

Section 11. The flexible employee who works ten (10) hours or less will be available to be called into work within the first two (2) hours of the canceled shift, as long as such need starts within the same two (2) hours. If the need for additional staffing arises after the first two (2) hours, it is agreed and understood that the Employer may contact the flexible employee; however, the flexible employee has no obligation to report to work.

Section 12. The flexible employee who works greater than ten (10) hour shifts will be available to be called into work within the first four (4) hours for the canceled shift, as long as such needs starts within the same four (4) hours. If the need for additional staffing arises after the first four (4) hours, it is agreed and understood that the Employer may contact the flexible employee; however, the flexible employee has no obligation to report to work.

Section 13. Once the appropriate downsizing language has been implemented and it is determined that a flexible employee's work shift must be canceled or the flexible employee works a partial shift, the flexible employee may take excused absence time off without pay or may utilize available PTO.

Section 14. Flexible employees who are downsized may volunteer to work at other sites to provide assistance in staffing problems caused by planned or unplanned absences, census fluctuation or special project needs. Any flexible employee who has volunteered to work at another site will:

- a.) remain a member of his/her bargaining unit and will be covered by the terms and conditions of his/her contract;
- b.) receive a site specific orientation at the new site;
- c.) be held harmless from any additional costs for parking; and

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d.) must meet the basic core competencies for the work to be performed at the receiving site.

Section 15. The utilization of flexible employees will be placed on the Agenda for the appropriate Job Security or Labor Management Committee on a quarterly basis. The parties agree that the following statistics will be reviewed:

- a. the number of flexible employees by job title and the number of hours worked year to date;
- b. the number of times the employee has been sent home using excused absence time without pay or has used PTO to supplement his/her pay check; and
- c. whether the number of flexible employees is appropriate for the patient volume and acuity fluctuations.

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