

**Kaleida Health  
1199 SEIU United Healthcare Workers East  
Communications Workers of America, AFL-CIO  
2022 Contract Negotiations**

**Employer Counterproposal  
Presented: May 31, 2022**

**Article 12  
Per Diem Employees**

Section 1. A per diem employee is one that works on a day-to-day basis in accordance with the provisions of this article. Per diem employees will not be guaranteed to work a specific number of hours or a specific number of shifts per time block.

Section 2. When a per diem position in a bargaining unit is vacant, it must be posted and filled in accordance with Article 53, Job Bidding and Transfers, before it can be offered to an external candidate.

- a.) For clinical positions, other than Registered Nurse and nursing support positions, internal applicants must have been employed in the same job title as the per diem position for which they are applying or in a comparable area of practice. Internal and External applicants must have a minimum of ~~one (1) continuous year~~ ~~six (6)~~ nine (9) continuous months of comparable work experience within two (2) years of the time the per diem job is posted. All applicants will be required to satisfy all orientation/probationary requirements.
- b.) For Registered Nurse clinical positions, internal applicants must have been employed in the same job title as the per diem position for which they are applying or in a comparable area of practice. Internal applicants must have a minimum of nine (9) ~~six (6)~~ continuous months of comparable work experience within two (2) years of the time the per diem job is posted. External applicants must have a minimum of one (1) continuous year of comparable work experience within two (2) years of the time the per diem job is posted. All applicants will be required to satisfy all orientation/probationary requirements.
- c.) For non-clinical positions and nursing support positions internal and external applicants must have the core competencies and sufficient work experience to perform in the per diem position for which they are applying.

Section 3. Per diem employees will have seniority as defined in Article 50, Seniority.

Section 4. Orientation:

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- a.) Orientation requirements will be determined by the appropriate manager/department. Any mandatory requirements must be met within two (2) months from date of transfer/hire.
- b.) Per diem employees will be required to attend other mandatory in-service programs in accordance with Employer policy. Per diem employees will be reimbursed for attendance at non-mandatory in-service programs during their scheduled work hours. Failure to meet mandatory credentialing and/or orientation requirements within sixty (60) days of offering will result in a letter advising them they have thirty (30) days to meet such requirements. Failure to meet the thirty (30) day requirement within two (2) weeks or next scheduled in-service will result in termination. It is understood that until the requirements are met, the per diem employee will not be scheduled to work.

Section 5. Per diem employees will not be used to permanently replace full-time, full-time flex, or part-time regular employees. Per diem employees are required to work three (3) shifts per time block, based upon the staffing needs of the department and as outlined below:

- a.) When scheduled for the required three (3) shifts per time block, per diem employees will be scheduled to work the same shift duration as the employees in the unit/department.
- b.) If the needs of the department require the scheduling of per diem employees at peak work hours, and that duration is shorter than the regularly scheduled shift, the per diem employee may work the shorter shift, but will not be scheduled to work less than twenty-four (24) hours in a time block.
- c.) Per diem employees will be hired to work variable shifts, but may also be hired to work exclusive evening or night shifts based upon the needs of the unit/department.
- d.) Per diem employees will not be scheduled on-call unless they volunteer to do so.

Section 6. Per diem employees will be scheduled as follows:

- a.) Per diem employees will submit their time requests as per Article 15, Hours of Work and Work Schedules. Per diem time requests will be considered after the requests of full-time and part-time employees. The Employer will make a reasonable effort to accommodate these requests.
- b.) Where employees have weekend work requirements, per diem employees will be scheduled to work at least two (2) weekend shifts per time block. Per diem employees will not be scheduled to work more than two (2) weekend shifts per time block unless they volunteer to do so.

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- c.) Per diem employees shall give the Employer at least four (4) hours' notice for cancellation of any given shift. When a per diem employee does not meet their work requirement, on two (2) occurrences, a written warning will be issued after the second occurrence. If a per diem employee does not meet his/her work requirement for the third 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. **The only exception will be that per diem employees will be entitled to the New York State paid Sick Leave as outlined in Article 26, Paid Time Off, and Article \_\_, New York State Paid Sick Leave.**
- d.) A per diem employee will not be scheduled to work more than eight (8) shifts per time block except to cover absences which are related to disabilities, workers' compensation, leaves of absence, when the per diem employee is willing to accept the shift and hours of the employee who is on leave.
- e.) The number of per diem employees in each bargaining unit will be limited to ten percent (10%) of said unit, ~~including vacant positions in the calculation~~ (vacant positions will be included in the calculation). For the bargaining units CWA-1168 DMP TCCS and ~~CWA-1168 DeGraff~~ DMP Professionals the number of per diem employees will be limited to twenty percent (20%); ~~including vacant positions in the calculation.~~ (vacant positions will be included in the calculation). Where the number exceeds ten percent (10%) or twenty percent (20%) respectively, the Site Staffing Committee will develop a plan to reduce the number to ten percent (10%) or twenty percent (20%) respectively.
- f.) The Employer shall give per diem employees at least one (1) hour notice of cancellation of services for any scheduled shift. Failure to provide appropriate notice will result in one (1) hour of pay. It is understood that any time a per diem employee is called in for work or has reported to work for a scheduled shift, that employee will be guaranteed four (4) hours work.

Section 7. Benefits:

- a.) Per diem employees are ~~not~~ entitled to paid time off **as outlined in Article 26, Paid Time Off;**
- b.) Per diem employees shall continue at the pay step they leave as a regular employee. External applicants shall be hired and shall receive step increases as per Article 23, Salaries. Per diem employees shall receive step increases as per Article 23, Salaries, as well as negotiated wage increases;
- c.) Overtime provisions negotiated shall also apply to per diems;
- d.) All differentials shall be paid if applicable;

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- e.) Per diem employees shall be able to participate in any Employer group medical insurance plan that permits the enrollment of per diem employees. However, the Employer shall not be required to pay any part of the per diem employee's premium;
- f.) Per diem employees shall be eligible for the Retirement Plan in accordance with the provisions of each plan;
- g.) Per diem employees are entitled to Workers' Compensation and New York Disability benefits;
- h.) Any extended sick bank time accrued as a full-time or part-time employee shall be retained for the duration of their employment;
- i.) If a per diem employee changes status to a full-time or part-time status, the employee shall begin to earn accrual of all benefit time (paid time off) based on their years of continuous employment from their original date of hire;
- j.) **At the end of the PTO plan calendar year, per diem employees may carry over up to a maximum of fifty-six (56) hours of accrued, unused sick leave into the next PTO plan calendar year. Employees may only use up to a maximum of fifty-six (56) hours within a PTO plan year. ~~twelve (12) month period from the date of the first occurrence. in any calendar year.~~ These hours are not payable at termination from employment, but will transfer should a per diem employee be hired into a benefitted position.**
- k.) Per diem employees shall be entitled to all Employer discounts (i.e., hospital discounts).

Section 8. 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.

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