

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

2022 CONTRACT NEGOTIATIONS

Union Proposal

Date Presented: March 17, 2022

Employer Counterproposal

Date Presented: May 24, 2022

**Article 15
Hours of Work and Work Schedules**

Section 1. The work week for all employees covered by this Agreement will begin at 12:00 am on Sunday each week and end the following Saturday at 11:59 pm.

Section 2. The regular work shifts shall be:

a.) The regular work shifts for employees working three (3), extended shifts will be:

Day Shift: majority of hours scheduled, inclusive of a one-half (½) hour unpaid meal period between 6:00 am to 7:00 pm;

Evening Shift: majority of hours scheduled, inclusive of a one-half (½) hour unpaid meal period between 10:00 am to 11:00 pm;

Night Shift: majority of hours scheduled, inclusive of a one-half (½) hour unpaid meal period between 6:00 pm to 7:00 am.

b.) The regular work shifts for employees working four (4), ten (10) hour shifts will be:

Day Shift: majority of hours scheduled, inclusive of a one-half (½) hour unpaid meal period between 7:00 am to 5:00 pm;

Evening Shift: majority of hours scheduled, inclusive of a one-half (½) hour unpaid meal period between 1:00 pm to 11:00 pm;

Night Shift: majority of hours scheduled, inclusive of a one-half (½) hour unpaid meal period between 10:00 pm to 8:00 am.

c.) The regular work shifts for employees working five (5), eight (8) hour shifts shall be:

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Day Shift:	majority of hours scheduled, inclusive of a one-half (½) hour unpaid meal period between 7:00 am to 3:00 pm;
Evening Shift:	majority of hours scheduled, inclusive of a one-half (½) hour unpaid meal period between 3:00 pm to 11:00 pm;
Night Shift:	majority of hours scheduled, inclusive of a one-half (½) hour unpaid meal period between 11:00 pm to 7:00 am.

Any current exceptions to the above shift durations will be maintained. Any new or future exceptions will need to be negotiated with the Unions.

Section 3. Should it be necessary to make a change in the scheduling method or starting and ending times in any department, the Employer will produce a suggested change in writing at least thirty (30) calendar days prior to its proposed implementation and give the Union an opportunity to write and present a proposal for discussion regarding the change prior to the date of implementation.

Section 4. Work schedules must be posted at least two (2) weeks in advance of time the employee is expected to work. A hard copy of the original schedule will be posted and will be made available to employees upon request. Work schedules may not be changed without the knowledge and agreement of the responsible manager and the affected employee. However, in extreme emergencies it is understood that an employee may have to have his/her schedule changed. **Extreme emergencies for the purposes of this article shall mean:**

- a.) any officially declared national, state, county, or municipal emergency;
- b.) when a hospital disaster plan is activated; or
- c.) any unforeseen disaster or other catastrophic event that immediately affects or increases the need for health care services.

Section 5. Employees that are scheduled in an alternate pattern of shifts per pay period (three-two; two-one) will not have their pattern changed without their consent.

Section 6. Time requests shall be made at least four (4) weeks in advance of the time block on a form provided by the Employer. A time block will be defined as four (4) consecutive weeks. The approval or disapproval of these requests shall be included in the posted schedule. Approval of time requests will be distributed as evenly as possible except that the Licensed Practical Nurses and Registered Nurses at ~~WCHOB~~ OCH will have their time requests granted in seniority order.

Should a conflict arise between a request for PTO and a request for a day off, the request for PTO will take preference.

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- b.) a per diem employee who can work extra hours without incurring overtime; (per diem employees may be scheduled up to eight (8) shifts max per time block except as provided in Article 12, section 6d).
- c.) full-time employees who will incur overtime, in seniority order on a rotating basis (wheel).

Section 10.

a.) Filling of Open Shifts with a Posted Schedule:

All extra shifts will be clearly marked on the schedule. In long term care facilities extra shifts will be posted by hours needed per job classification with no specified department or unit. Once the schedule is posted, open shifts remaining will be posted on a needs list and filled by eligible employees beginning with the most senior employee in the individual unit/department in the same job title first, **employees within the bargaining unit next** and then by employees in any covered bargaining unit **that are qualified to do the work**, in the following order:

1. a part-time or full-time employee who has signed up on the needs list for the unit and who can work extra hours without incurring overtime;
2. a per diem employee who has signed up on the needs list for the unit and who can work extra hours without incurring overtime;
3. employees who have signed up on the needs list for the unit and who will incur overtime in seniority order on a rotating basis (wheel).

After the openings have been posted one (1) week **in the Department and on Kaleidascope** and the process in Section 9 and Section 10a have been completed, openings may be filled by any means available to the Employer.

b.) Filling of Open Shifts that Occur After the Schedule is posted:

Shifts that become open after the schedule is posted, and are needed to be filled based on the staffing plan, will be posted on Kaleidascope open shifts for seven (7) days. Shifts that have insufficient time to follow this process will be covered by Section 11 below. The shifts will be filled in the following order by eligible employees beginning with the most senior employee in the individual unit/department in the same job title first and then by employees in any covered bargaining unit in the following order:

- 1.) a part-time or full-time employee who has signed up on Kaleidascope for the unit and who can work extra hours without incurring overtime;
- 2.) a per diem employee who has signed up on Kaleidascope for the unit and

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who can work extra hours without incurring overtime;

- 3.) employees who have signed up on Kaleidoscope for the unit and who will incur overtime in seniority order on a rotating basis within the time block.

After the openings have been posted one (1) week, and the process in this section, has been completed, openings may be filled by any means available to the Employer.

Section 11. If staff shortages occur on a shift to shift basis, the following will occur:

- a.) utilize float pool employees in the same job title if available;
- b.) offer the time to employees who have signed up on the availability list for the unit/department and who are in the job title and the same cost center in order of seniority on a rotating basis, who are not eligible for overtime;
- c.) offer overtime to employees who have signed up on the availability list for the unit/department and who are in the job title and the same cost center, in order of seniority on a rotating basis;
- d.) in instances of a PTU or same day intermittent FMLA/PFL only, the employer may utilize floated employees in the same job title from departments subject to floating. Refer to Article 19, MOU # 26, and MOU # 30.
- e.) offer extra time and then overtime to employees in the job title from the remainder of the bargaining unit at that site, in order of seniority who have signed up on the availability list for the unit and who meet the competencies of that area;
- f.) offer extra time and then overtime to qualified employees in a different job title but within the bargaining unit at that site who have signed up on the availability list for the unit and who meet the competencies of the area;
- g.) if all the above avenues have been exhausted, an attempt will first be made to fill the vacancies with ~~will be filled by~~ bargaining unit employees using **first using the One-Call System followed by** the most expedient means available, which may include, but is not necessarily limited to, the One-Call Now System, Kronos, and other department practices. Once the employer has initiated such means, it may begin soliciting ~~including use of~~ agency personnel or managers to fill vacancies, ~~if necessary.~~

In the event there are ~~is a~~ recommended changes to the current methods of contacting employees as outlined a.) through g.) above, a joint committee of the Employer and the Unions will meet to discuss the reason for the changes, the recommended new or additional methods to contact employees, and the plan to notify the employees of the changes, provide any necessary training or education, and otherwise implement the changes. ~~such change will be mutually agreed up on between the Employer and The Unions.~~

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For the purposes of this section, school health services will be considered one (1) unit/department.

Section 12. Unless mutually agreed upon by the Employer and an employee:

- a.) an eight (8) hour shift employee will not be required to work more than five (5) consecutive days;
- b.) the Employer will make its best effort not to schedule an eight (8) hour shift employee to work more than four (4) consecutive days if they fulfill their weekend requirement:
- c.) a ten (10) hour shift employee will not be required to work more than four (4) consecutive days;
- d.) an extended shift employee will not be required to work more than two (2) consecutive days; and
- e.) any employee scheduled to work less than an eight (8) hour shift will not be required to work more than five (5) consecutive days.

Section 13. Employees shall not be scheduled to work more than one-half ($\frac{1}{2}$) of the weekend shifts in any time block except when scheduled to make-up a weekend shift. Employees will be scheduled to make-up a weekend shift when they call-in PTU on a scheduled weekend shift. Weekend make-up will be scheduled within two (2) time blocks of the call-in. All issues relative to the scheduling of weekend work shall be governed by Article 16, Weekend Work.

Section 14. Break and meal periods will be scheduled as follows:

- a.) Each employee shall be given a fifteen (15) minute rest period, with pay, at a natural break point in work operations near the mid-point of the first one-half of their shift and the second one-half ($\frac{1}{2}$) of their shift for employees working eight (8) or ten (10) hour shifts. Employees working extended shifts shall have an additional fifteen (15) minute rest period.
- b.) Each employee that works a four (4) hour shift will be entitled to one fifteen (15) minute rest period
- c.) Each employee who works a shift in excess of six (6) hours must receive a thirty (30) minute uninterrupted meal period. The only exception is a single person shift.
- d.) Each employee shall have a thirty (30) minute break at the mid-point of their shift for lunch. It is understood by the parties that the fifteen (15) minute rest period(s)

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may be added to the lunch break, or combined into a single break, by the mutual agreement of the Employer and the employee. Except that employees who begin working before 11:00 am and work past 7:00 pm must receive a meal period of twenty (20) minutes between 5:00 pm and 7:00 pm. This period will be inclusive of one of the fifteen (15) minute rest periods and an additional five (5) minutes of paid time.

- e.) Employees must notify their supervisor if available when they are unable to take a meal break, except where the employee's position does not allow them to leave their work site. Employees will be paid for missed lunch breaks.
- f.) An employee who, is the only employee scheduled in a department, regardless of his/her shift duration, and is either unable to take a meal period, or is called back from his/her scheduled meal period, or any employee that is called back from his/her lunch shall be entitled to take a full thirty (30) minute uninterrupted meal period within the specified time frames. If not, the employee shall fill out an exception log entry and will be paid the entire thirty (30) minutes.

Section 15. Time worked shall be recorded by an automated time system, at the Employer's option.

Section 16. All departments will have the option of establishing extended ~~or partial~~ shifts for a department or cost center, with the mutual agreement of the majority of the affected employees in the department and the Employer. If a decision is made to establish a special shift:

- a.) the Union and the Employer will meet to negotiate the terms of the new shift;
- b.) the new shift will be trialed for a period not to exceed four (4) months;
- c.) the Union and the Employer will meet at the end of the trial period to review:
 - (1.) any change(s) which need to be made;
 - (2.) if the trialed shift will become permanent.

If the Employer determines at any point that an extended ~~or partial~~ shift will be eliminated in a cost center or department, the Union will be provided with a forty-five (45) day notice for the purpose of discussing the conversion of these staff members back to a eight (8) hour work day when the shift is eliminated their prior shift schedule.

Section 17. Any decrease in the length of a shift must be presented to the job security committee for review upon thirty (30) days' notice to the Union before implementation.

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