

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

**2022 CONTRACT NEGOTIATIONS**

**Union Proposal  
Date Presented: March 16, 2022**

**Employer Counterproposal  
Date Presented: April 6, 2022**

**Article 18  
Temporary Downsizing**

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Section 1. The Employer and the Union recognize the need for a system to temporarily downsize the staff if the census/workload drops in an area of the facilities where members covered by this Agreement are employed. No employee will be required to be downsized for any hours lower than the full-time equivalent (FTE) he/she was hired for.

Section 2. Floating (under Article 15, Section 11 (d)) may occur prior to downsizing only in instances of a PTU or same day intermittent FMLA. As stipulated under Article 19, Section 6, floating is also governed by MOU #s 23 and 26 (floating grids).

Section 3. In departments with variable staffing the Employer will not downsize staff or utilize the downsizing process outlined in Section 3. below, until two (2) hours prior to the start of a shift. The Employer will not downsize staff below the staffing grid after the start of the shift.

Section 4. The Employer will contact bargaining unit members at least one (1) hour prior to the start of the shift if they are to be downsized. If the Employer fails to provide the one (1) hour downsizing notice required in this article, affected employees will be utilized to work or paid at least four (4) hours of pay at the appropriate rate.

Section 5. If it becomes necessary to temporarily reduce the number of employees in a particular department or unit, the reduction will be completed as outlined below:

- a.) any scheduled agency, travel, temporary (non-union) personnel in the affected area will be canceled or floated;
- b.) any scheduled overtime (time paid at time and one-half) will be canceled in inverse order of seniority;
- c.) any employee who was previously denied a PTO request will be offered PTO next, in order of seniority;

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- d.) volunteers will be offered paid time off in order of seniority on a rotating basis (wheel);
- e.) volunteers will be offered excused absence time without pay in order of seniority on a rotating basis (wheel);
- f.) per diem time in excess of commitment days will be canceled in inverse order of seniority;
- g.) any scheduled hours in excess of an employee's normal work week (i.e.: part-time employees in excess of the minimum weekly hours for which they were hired) as denoted on the employee's schedule, will be canceled in inverse order of seniority and such employees may use accrued Paid Time Off;
- h.) per diem employees who are scheduled their minimum requirement will be canceled in inverse order of seniority;
- i.) flexible employees will be flexed down per Article 11 of this Agreement. If more than one (1) flexible employee works on a unit/department, employees will be flexed down in inverse order of seniority **and on a rotating basis so that downsizing is evenly distributed among flexible employees;**
- j.) for clarification of the downsizing wheel for each of the Unions see Letter of Intent on page 393.

It is understood that if the steps a.) - i.) above do not result in appropriate downsizing, floating, if practicable, will be done as per Article 19 Floating.

As it relates to paragraphs d.) and e.) above volunteers from the ~~WCHOB~~ **OCH** Registered Nurse, Licensed Practical Nurse and Technical bargaining units, will be offered paid time off and excused absence time in seniority order.

Section 6. In long term care facilities employees will not be downsized if there ~~are~~ **are-is a need in their job title in** understaffed units.

Section 7. At DeGraff ~~Memorial Hospital~~ **Medical Park** the acute care facility and the skilled nursing facility will be treated as separate entities for the purpose of downsizing.

Section 8. ~~Downsizing will not affect IUOE employees.~~

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