

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

2022 CONTRACT NEGOTIATIONS

**Union Proposal
Date Presented: March 16, 2022
Employer counterproposal: April 27, 2022**

**Article 21
On-Call Pay**

Section 1. An employee will be considered "on-call" and entitled to on-call pay as described in this Article in either of the following situations:

- a.) when the employee must carry a beeper for a specific period of time; or
- b.) when the employee must remain at a single location for the purpose of being available to receive a telephone call to report to work.

It is expected that the employee promptly report to work when called.

Section 2. An employee will not be considered on-call in any situation other than those described above. The only exceptions are outlined in Section 9. and 10. below.

Section 3. An employee on-call as described in a.) and b.) above will be entitled to two (2) hours of pay at the employee's base rate for every eight (8) hours spent on-call. The rate paid for in both a.) and b.) will be prorated for hours less than eight (8) hours spent on-call.

Section 4. An employee shall be entitled to a minimum of four (4) hours pay or pay for the hours actually worked on the call-in, whichever is greater, plus any on-call they are due. It is understood that the four (4) hour minimum applies to each occurrence when an employee is called into work providing the employee upon completing his/her call-in assignment contacts the Emergency Department and Site Administrator to insure there are not additional cases requiring his/her services prior to leaving the premises. It is further understood that the notification process may differ in each department. If an employee is on-call and is called into work less than four (4) hours prior to the start of his/her shift, and the on-call assignment extends into the employee's regularly scheduled shift, the employee will be entitled to the minimum four (4) hours pay.

Section 5. An employee will be considered "called in":

- a.) when the employee who is on-call is called into work and reports for work; or

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- b.) when the employee who works from his/her previous shift into his/her period of on-call is held over for one (1) hour or more.

This call-in payment will be made at the base rate or at time and one-half as defined in Article 25, Overtime and will include shift differential and holiday pay if applicable. Holiday pay will be paid when an employee comes in on-call between the hours of 6:00 pm on the eve of the holiday and ending at 11:00 pm on the day of the holiday.

Section 6. When an employee on-call for the night shift is called in for a work assignment and there are six (6) or fewer hours between the end of the call in assignment and the commencement of his/her shift the next morning, the following options will be available:

- a.) report to work at his/her scheduled time;
- b.) report for duty up to ~~six (6)~~ **eight (8)** hours after he/she completes the on-call shift;
- c.) considered first, for first off and/or downsizing considerations for that day.

The exception will be when an employee on-call is called in within two (2) hours of the start of the shift.

Section 7. On-call time shall not count towards the calculation of eligibility for overtime. Compensation received for on-call time, however shall be included in an employee's base rate for calculating an employee's overtime rate of pay.

Section 8. Only hours actually worked when the employee is called in will be considered for the purpose of calculating overtime.

Section 9. An employee can volunteer to be assigned to "on-call" outside of his/her permanent site if there is insufficient staff to fulfill that site's on-call requirement for the position.

Such assignments shall be subject to the following:

- a.) the employee will remain a member of his/her bargaining unit and will be covered by the terms and conditions of his/her contract;
- b.) regardless of whether the employee reports to work at his/her permanent site or at another Kaleida site, the employee will receive his/her current rate of pay or the rate for the position at the receiving facility, whichever is higher, plus an hourly premium of ten percent (10%);
- c.) the employee who volunteers to take on-call at another Kaleida site, must meet the basic core competencies for the work and will receive a site specific orientation at the new site;

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d.) each will be held harmless from any additional cost for parking.

Section 10. In downsizing situations, there may be occasions when an employee may be placed on-call due to unforeseen changes in admissions, discharges, procedure schedules and staffing. In such situations, volunteers will first be asked to be on-call in order of seniority. No employee will be required to go on-call. Any employee that agrees to take on-call will be paid pursuant to the provisions of this Article. ~~Finally, the decision to initiate an on-call request will be at the discretion of management.~~ Finally, the decision to initiate an on-call request will be at the discretion of management.

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