

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

2022 CONTRACT NEGOTIATIONS

**Union Counterproposal
Date Presented: July 14, 2022**

**Article 53
Job Bidding and Transfers**

- Section 1. All job vacancies will be posted as follows:
- a.) When a vacancy occurs in a bargaining unit position in any unit covered by the Master Agreement, the position will be posted in a prominent place at all sites, where members of the bargaining unit work and will be posted on the Kaleidascope, for seven (7) calendar days. All Kaleida Health employees regardless of whether they are in the bargaining unit or not will be required to bid on posted jobs during the seven (7) day posting period.
 - b.) The posting shall include the bargaining unit, position (job title), posting dates, department/unit, cost center, requisition number, status, hours per pay period, shift (day, evening, night), starting and ending times, any weekend, holiday or shift rotation required, on-call requirement, pay grade and the qualifications for the position as defined in the job description for the position. A copy of all job postings will be sent to the Union.
 - c.) On-line access is available at Kaleidascope, Kaleida's internal web site at <http://Kaleidascope.com> on the Human Resources page. On-line job posting will include the information referred to in b.) above.
 - d.) Application shall be made for a posted position utilizing the existing electronic recruiting application and a confirmation documenting receipt of the application will be provided if the employee has included an accurate e-mail address on his/her application.
 - e.) Employees may not be accepted for posted positions until they have completed twelve (12) months of employment following probation, inclusive of orientation, except for a position which is at a higher pay grade to which they may be accepted after ninety (90) days of employment. In addition, an employee who has transferred to a position must remain in that position for twelve (12) months before applying for another posted position. Except that an employee may apply for a posted position which is at a higher pay grade without regard to the twelve

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(12) month limits above. This paragraph shall not apply to intra cost center shift change or intra cost center status changes.

- f.) All job vacancies shall be maintained on Kaleidascope.

Section 2. Posted positions shall be filled in the following order:

- a.) First, by the most senior, qualified applicant from within the bargaining unit in which the vacancy occurs.
- b.) Next, if the position cannot be filled from within the bargaining unit, it will then be filled by the most senior, qualified applicant from another bargaining unit covered by this Master Agreement as outlined in Article 50, Seniority.
- c.) Any employee who applies for a position within the bargaining unit, after the seven (7) ten (10) day posting period, but within twenty-one (21) days of the position posting and provided the position has not been offered, will be awarded the position provided the internal candidate meets all of the qualifications for hiring into that position.
- d.) Any temporary employee who applies for a position within a bargaining unit covered by this Agreement, that the employee is performing on a temporary basis, will be interviewed and considered for a position before the position is offered to an external applicant.
- e.) If the position cannot be filled from within the bargaining units covered by this Master Agreement, the Employer may fill the position from any source available to the Employer, provided the candidate meets all of the qualifications for hiring into that position.
- ~~f.) The IUOE bargaining unit at DeGraff Memorial Hospital is not covered by subsection b.) above. Therefore, employees from that bargaining unit, who bid into another bargaining unit, carryover corporate seniority for benefits only. Employees who bid into the IUOE bargaining unit at DeGraff Memorial Hospital shall carryover corporate seniority for benefits only.~~
- ~~g.)~~f.) In all instances, the appropriate manager is responsible for the interview and selection of applicants within fourteen (14) days of the end of the posting.
- ~~h.)~~g.) The transfer date for any transfer made pursuant to a.) or b.) above will be within four (4) weeks (twenty-eight [28] calendar days) of the date of the selection.
- 1.) If an employee accepts an offer to transfer to a new position, he/she is not eligible to continue bidding on other positions. In the event that an employee subsequently chooses to decline the position they have accepted,

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they will be ineligible to bid on any other positions, except for a promotion, for six (6) months from the date of acceptance. A successful bidder who exercises his/her rights to return to their original job within thirty (30) day trial period will not be eligible to bid on another position for twelve (12) months from the date of the original transfer. This paragraph shall not apply to intra-cost center shift change or intra cost center status changes.

- 2.) If a position was filled by a successful bidder and for some reason becomes vacant, i.e., due to unsuccessful trial period, the Employer may offer the job to the next eligible bidder provided that it has been no more than sixty (60) days since the position was filled.

Section 3. A qualified applicant shall be defined as an employee in good standing, who possesses the entry level qualifications in the job description and is able to do the work when required. Good standing will be defined as compliance with the annual health assessment and corporate annual review as required by job title, ability to do the work and documented performance, inclusive of disciplinary record, may be considered when awarding a position. A verbal warning will not preclude an employee from being a successful bidder. The Employer will notify all applicants of the result of their bid in a timely manner not to exceed two (2) weeks from the date the position is awarded.

Section 4. A successful bidder shall be required to serve a thirty (30) calendar day trial period exclusive of any classroom training required, either the employer or the employee may request up to a fifteen (15) day extension prior to the end of the thirty (30) day trial. At the midpoint of the trial period the employee shall be evaluated and given written notification if a problem exists. During the trial period, the employee will be returned to his/her original position if the employee elects to be returned or the Employer finds the employee is unsatisfactory in the new position.

Section 5. The decision as to whether any vacancy in any job classification exists, and if it will be filled, is reserved to the Employer.

Section 6. It is agreed to and understood by the parties that the Employer will post all temporary vacancies and temporary assignments (including those positions designated as a special project assignment) and any employee may apply for and be accepted into a position which is labeled and posted as a temporary vacancy or temporary assignment. Only applicants who already have the competencies to fill the position and who can fill the position without training will be considered. Employees filling temporary vacancies will receive benefits of that position while in the temporary vacancy and will return to his/her permanent position when the temporary vacancy has been filled permanently or deleted. Any special project positions will be put on the agenda of the Oversight Committee for review and discussion prior to posting.

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