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

2022 CONTRACT NEGOTIATIONS

Union Proposal

Date Presented: March 16, 2022

**New Memorandum of Understanding #__
CWA / Millard Fillmore Suburban Cost Center 13317; MFS Maternity Float**

This Memorandum of Understanding is entered into, by, and between Kaleida Health, hereinafter referred to as the Employer, the Communications Workers of America, AFL-CIO, hereinafter referred to as CWA, and the Service Employees International Union 1199; or as the Union. This MOU applies to Millard Fillmore Suburban (MFS) Maternity Floats at Millard Fillmore Suburban Hospital.

WHEREAS, the recent transition in maternity services has resulted in the parties' agreement to the enclosed MOU in efforts to continue quality patient care and sustain the clinic operations at the site.

WHEREAS, the employees in cost center 13317, MFS Maternity Floats (FTEs to be determined) will be assigned as follows.

NOW, THEREFORE, the Employer and the Union do hereby agree:

1. MFS Maternity Float pool employees are full-time, part-time, flexible, or per diem employees hired into the 'MFS Maternity Floats' cost center for the purpose of floating to Mother Baby Unit (MBU) and Labor and Deliver (L&D) to supplement the staffing in these units. An initial 5.12 FTEs will be created to establish cost center 13317. **NICU: Maternity floats will be trained and work to their level of competence**
2. The MFS Maternity Floats will maintain its own cost center with downsizing, PTO and holidays, etc. considered separately from the other Women's Services departments. MFS Maternity Floats employees will be assigned on a daily basis into the department with the greatest need, as census dictates, and per management's discretion. A minimum of one (1) MFS Maternity Float Pool employee will be scheduled per day/per shift, as available.
3. Management may add additional positions to the MFS Maternity Floats cost center as positions are needed ~~in the MBU or L&D departments are vacated~~. At the inception of the MFS Maternity Float pool, a snapshot of current FTE's will be presented to the Union. It is not the intention of the employer to leave either MBU or L&D inappropriately staffed. The current staffing plans will remain in effect and staffed accordingly by MBU and L&D staff. Vacated positions from the aforementioned units

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will be presented at Job Security Committee for discussion (ie; re-posting; re-allocation and needs specific to each area at that time).

4. Available shifts, in the Float pool, MBU and L&D will continue to be posted in these departments. Float pool may be utilized per Article 91, "Float Pool Employee".
5. MFS Maternity Floats may be utilized in either the MBU or L&D departments to cover long term leaves/absences per Article 91, "Float Pool Employee". This need will be presented to the Union at Job Security for informational purposes.
6. Job qualifications: For RNs to be considered for placement in the MFS Maternity Floats, the preference is to have one (1) year of recent, within last three (3) years, L&D experience.
7. If there is no requirement of additional staffing in the MBU or L&D units on a particular shift and downsizing is required, the float pool personnel will be downsized within their cost center and according to Article 18, Temporary Downsizing.
8. Once float pool employees have reported to and clocked in to work on a unit/department and the unit is downsizing, the float personnel will be included in the unit's downsizing.
9. A Float pool employee will not be assigned more than two (2) different units during their shift unless mutually agreed upon.
10. Float pool employees will, as a general rule, be given at least one (1) hour notice if they are going to be floated during the course of a shift.
11. If a float pool employee is required to float for a second time during the course of his/her shift, and two (2) or fewer hours remain in the shift, the employee's assignment will reflect the limited time on the unit.
12. If a float pool employee is floated at the beginning of the shift and will be on the unit for two (2) hours or less, the employee assignment will reflect the limited time on the unit.
13. Management and the Union agree to meet three (3) months from the inception of the Maternity Float pool to assess its progress and assess the need for continuation MBU on-call. Management and the Union agree to meet on an "as needed basis" thereafter to assess progress and/or operational changes.

****This agreement will be set forth on a non-precedent setting basis. ****

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the ____ day of _____, 2019.

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Kaleida Health

By: _____

Dated: _____

Communication Workers of America, AFL – CIO

By: _____

Dated: _____

For SEIU 1199

By: _____

Dated: _____

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