

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

2022 CONTRACT NEGOTIATIONS

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

**New Article #----
Infectious Disease State of Emergency Preparedness**

Section 1. In the event that the Employer becomes aware of an infectious disease state of emergency in Western New York, Erie County, Niagara County or statewide the Employer will notify the Unions. The parties agree that the health and safety of the employees is of the utmost importance. The Employer will observe and comply with all local, state and federal laws related to infectious disease State of Emergency as well as NYSDOH requirements and CDC requirements.

Section 2. Within sixty (60) days of the ratification of this Agreement, the parties will form a sub-committee of the Health Safety Committee, entitled the Infectious Disease Steering Committee (IDSC). The members of the IDSC will consist of the Employer's Director of Emergency Preparedness and Director of Employee Health or designees to co-chair, Nursing and a subset of the members of the Health and Safety Committees including the Unions' Health and Safety Directors, and three additional members from each Union.

The IDSC will be responsible for the debriefing and review of practices and protocols related to the COVID-19 pandemic at all Employer sites, including but not limited to:

- a.) a determination of what worked, what didn't work;**
- b.) trauma-related mental health needs;**
- c.) benchmarks for determining a return to non-pandemic protocols;**
- d.) the review and modification of the Kaleida Health Emerging Infectious Disease Pandemic Plan as needed; and**
- e.) make recommendations of protocols related to any new incident of a disease.**

Representatives from the Department of Nursing will be on the sub-committee. The IDSC will continue to meet until the work outlined in this Section 2. has been completed.

Section 3. The IDSC will also review practices and make recommendations for providing employees with a safe work environment during an infectious disease State of Emergency. These recommendations may include, but are not limited to the following:

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- a) Practices and procedures concerning the screening of employees for infectious disease symptoms including employee self-monitoring;
- b) Strategies for communicating infectious disease prevention precautions;
- c) Strategies for implementing infectious disease prevention protocols, including specimen collection, triaging and transporting of patients and discontinuation of isolation precautions;
- d) Assessment and monitoring of personal protective equipment (PPE) availability and inventory, along with other safety-related preparedness;
- e) Staff recommendations pertaining to potential process and work environment adjustments to enhance workplace safety and patient care, consistent with applicable local, state and federal law/regulation;
- f) Staff education and training, including, when appropriate, drills and exercises, to enhance emergency preparedness;
- g) Assessment of the mental health needs and concerns of employees relating to or arising from the infectious disease State of Emergency;
- h) Cleaning and disinfection processes for patient rooms, common areas and high touch areas.

Section 4. Immediately upon notice of infectious disease state of emergency the sub-committee will become re-activated. Once the committee is reconvened, all vacant positions on the committee will be filled. The parties agree to a regular check-in, on a mutually agreed to schedule, but no less than one time per week, during the infectious disease State of Emergency. A standing agenda item during this meeting will include staffing levels and staffing related concerns.

~~Section 5. Each Unions will appoint members to the Staffing Command Center as part of the Emergency Management Plan.~~

~~Section 5. The parties will schedule a meeting within seventy two (72) hours of Notice from the Employer to bargain the known effects of the infectious disease state of emergency on employees.~~

~~Section 6. The Employer agrees that it will not make unilateral changes and that the contract will remain in full force and effect unless a change is mutually agreed to by the Employer and the Union.~~

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Section 5. Employees with underlying medical conditions, whose health could be jeopardized working with such patients, have the right to request accommodations in accordance with the Americans with Disabilities Act.

Section 6. Health and Safety Issues: The Employer agrees to maintain a safe and healthy workplace, and to observe and comply with all Local, State and Federal laws related to the infectious disease state of emergency. The health and safety protections selected shall be determined based on the hazards and modes of transmission of the infectious disease.

a.) Personal Protective Equipment:

- 1.) Employees caring for patients with an infectious disease or suspected of having an infectious disease will be provided all required PPE and will not be required to reuse such equipment except under limited conditions as specified by the manufacturer and/or the National Institute for Occupational Safety and Health (NIOSH), or CDC requirements.**
- 2.) The Employer will provide the Union, on a weekly basis, a report on the amount of PPE in inventory as well as the rate at which the PPE is being utilized (burn rate). This would include all PPE found in reporting requirements of New York State (NYS). The Employer is required by NYS to have a ninety (90) day supply of designated and unexpired PPE on hand. If at any time, the Employer falls below such levels, it will inform the Union and request its partnership to advocate in support of additional procurement. This report will include the following:
 - i. Respirators, surgical and procedure masks (types, sizes, make/model, manufacturer), gloves, eye protection, face shields, gowns.****
- ~~3.) Items included in this report will be respirators and surgical and procedure masks (types, sizes, make/model, manufacturer), gloves, eye protection, face shields, gowns, etc.~~**
- 3.) All of the equipment categorized as PPE will be high quality products and will be of medical quality. Respirators and other PPE such as surgical masks must follow regulatory healthcare standards including NIOSH, OSHA, DOH and FDA.**
- 4.) When respirators are required, the Employer will comply with the requirements of the OSHA Respiratory Protection Standard 1910.134, which includes a medical evaluation, fit testing and training. When a new respirator model is selected, fit testing will be completed prior to**

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employee use as required to ensure for proper fit and utilization of the equipment.

- b.) The Employer will provide all required training and orientation on care of patients with the infectious disease including but not limited to the endemic, epidemic, pandemic plan, the equipment to be utilized and treatments that must be administered as applies to their unit/department. The Employer further agrees to conduct trainings/drills/exercises two (2) times per year to ensure the Employer is prepared for a pandemic. The Employer will contract with the appropriate entities as needed ~~in order~~ to provide adequate trainings/drills/exercises (e.g. Hospital Emergency Response Team).
- c.) Employees providing direct patient care or in close contact with the infectious disease patient ~~working on a unit where care for patients with an infectious disease is being administered~~ will be provided with reasonable breaks and rest periods at least once every two (2) hours during an infectious disease state of emergency.
- d.) Communication systems will be implemented by the Employer to provide the Unions with employee health and safety related information including number of cases per facility, location of infectious disease units, if any, number of infected employees, PPE availability, and other concerns affecting employees.
- e.) The Employer, with input from the Union, will develop a plan for the monitoring of employee health issues during an infectious disease State of Emergency. The requirements of New York State, OSHA Standards and any applicable local laws will be incorporated into the plan. Monitoring details will be determined by the specific infectious disease which may include such things as:
- Testing for the virus/disease;
 - Temperature taking;
 - Symptom survey;
 - Employee illness and isolation at home;
 - Mental Health and Well-Being
 - Return to work protocols.
- f.) If the above screening process identifies an infected employee, or an employee reports a positive test result the appropriate notification of Exposure and Quarantine will be provided. The notification process will include:
- Unit/departmental employee notification of potential exposure;
 - Notification of to the Unions of new cases, including the shift and department and employee job title; and
 - Quarantine protocols.

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Section 7. The Employer will provide Mental Health/Trauma Coverage to all affected staff during an infectious disease State of Emergency as the need arises and at the request of the Union.

Section 8. All employees will be responsible to continue to do their bargaining unit work during an infectious disease State of Emergency.

Section 9. The parties agree that the terms and conditions set forth in Article 73, Health and Safety Committee, shall also apply to this article.

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