

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

2022 CONTRACT NEGOTIATIONS

**Union Proposal
Date Presented: March 16, 2022
Employer Counter Proposal
Date Presented: May 26, 2022**

**MEMORANDUM OF UNDERSTANDING
AND
SETTLEMENT AGREEMENT**

This Memorandum of Understanding and Settlement Agreement ("Agreement") is made and entered into by and between the Service Employees International Union/1199 United Healthcare Workers East ("SEIU") and Kaleida Health ("Kaleida").

WHEREAS, the parties are signatories, among others, to a collective bargaining agreement (Master Agreement) dated June.1, 2016 to May 31, 2019; and.

WHEREAS, a dispute has arisen between the parties concerning the PTO Scheduling and Weekend Work Articles under the Master Agreement with respect to the OCH SEIU RN Bargaining Unit 01/19 and Technical Bargaining - Respiratory Department; and

WHEREAS, the SEIU has filed an Unfair Labor Practice Charge concerning this dispute under the NLRA, with such charge dated November 19, 2019 being designated 3-CA-231237. The Regional Director (Region 03) issued a Deferral Notice of this Charge to the parties grievance procedure under the Master Agreement on January 18, 2019; and

WHEREAS, the SEIU filed a Class Action Grievance designated #7827-18, dated November 21, 2018 concerning this dispute; and

WHEREAS, there have been a number of individual grievances filed by SEIU members from the OCH RN bargaining Unit and/or OCH Respiratory Department technical employees concerning the PTO scheduling process at their respective location(s). These grievances having been designated as follows:

~~Technical Bargaining Unit - 21~~

~~7860-18 through 7864-18, 7945-18 through 7949-18, 8057-18 through 8059-18, 8146-18, 8166-18 through 8209-18, 8211-18 through 8213-18, 8222-18.~~

~~RN Bargaining unit - 01~~

~~6600-18, 6602-18, 6602-18, 6603-18, 6613-18 through 6624-18, 6635-18 through 6648-18, 7655-18 through 7658-18, 7660-18, 7727-18 through 7729-18, 7830-18 through 7852-18, 7854-18 through 7859-18, 7865-18 through 7867-18, 7869-18 through 7899-18, 7900-18~~

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~~through 7920-18, 7922-18 through 7944-18, 7950-18 through 7953-18, 7956-18 through 7099-18, 8000-18 through 8021-18, 8026-18 through 8049-18, 8060-18 through 8074-18, 8076-18 through 8078-18, 8080-18 through 8097-18, 8099-18, 8100-18 through 8105-18, 8123-18, 8131-18 through 8145-18; and~~

WHEREAS, the parties are desirous to settle and/or resolve all the outstanding issues, grievances, and the ULP Charge concerning this matter and referenced above, without any admission of liability or wrongdoing; and

WHEREAS, the parties have participated in multiple mediation sessions with the assistance of the Federal Mediation and Conciliation service (FMCS) which culminated in the resolution highlighted in this Agreement.

NOW THEREFORE, in consideration of the promises contained herein, the SEIU and Kaleida do hereby agree as follows:

(1) Through the combined effort of the parties to ensure adequate staffing on the weekends and allow employees the opportunity to have their weeks of PTO off, even when it includes their weekend commitment, the following process shall be implemented:

(A) Identify groupings of time blocks to include 3-4 time blocks/schedules beginning 12/18/2022. Suggesting we start with the grouping of the following time blocks:

a. ~~06/09/2019-07/06/2019-12/18/2022-1/14/2023~~
~~07/07/2019-08/03/2019-1/15/2023-2/11/2023~~
~~08/04/2019-08/31/2019-2/12/2023-3/11/2023~~
~~09/01/2019-09/28/2019-3/12/2023-4/8/2023~~

b. ~~09/29/2019-10/22/2019~~
~~10/27/2019-11/23/2019~~
~~11/24/2019-12/21/2019~~

c. This pattern of time blocks will continue in a similar ongoing basis as mutually agreed upon.

(B) By time block grouping, compile a list of all employees, by seniority, who selected PTO vacations that included their weekend commitment also identifying the number of PTO weekends shifts for each employee, this list should also include open weekend shifts due to long term absences due to DBL, Workers Compensation, Leaves of Absence, continuous FMLA and continuous PFL. This list will be used for the full 3-4 time block period. (Employees who have made an approved weekend switch within the respective time block groupings listed above that covers their weekend shift(s) during their approved PTO vacation shall not be included on this list)

(C) On a time block per time block basis, during the week when compiling the draft schedule the following steps will occur:

1. Schedule the PTU make up weekends on the time block. If this does not meet the need, then;

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2. Balance the schedule by asking staff of an overstaffed weekend days to an understaffed weekend-day, moving staff to an additional requested weekend day without creating a hole during the week. By seniority, staff on the list compiled in item (B) above may volunteer to be placed on a weekend that is understaffed. If they are placed on the schedule for a weekend need, it will remove one of their shifts on the list. If this does not meet the need, then;
3. Notify staff by seniority, who are not eligible for overtime, offering extra weekend shifts at straight time. Communication process to be mutually agreed to which is succinct. ~~It is not the intent to leave messages and wait for a call back.~~ If this does not meet the need, then;
4. Utilize the compiled list as referenced in Section {B} in the following manner:
 - i. Identify number of open weekend shifts, to include those open due to requested PTO as referenced above and long term absences due to DBL, Workers Compensation, Leaves of Absence, continuous FMLA and continuous PFL.
 - ii. Identify the same number of employees from the list starting with the least senior.
 - iii. Offer by seniority, the ability to select the open shift(s) to work.
 - iv. If necessary with this time block or subsequent time blocks in the grouping, you would continue up the list utilizing all the staff for one shift and then starting with the least senior who remains on the list, due to multiple shifts, continue the process. In the event a staff member does not select an open shift as referenced in Section {B}, staff can only be assigned to make up their weekend on holes that were created as a result of prescheduled Weekend PTO.
5. An employee will not be subject to steps 1-4 above if they have satisfied their PTO weekend make-up commitment through a voluntary switch with another employee. Such a switch may not result in OT and must be approved by the manager. Weekends switched must be within the time block grouping as identified in 1A above and not within either employees' approved week of PTO. The exception to this section shall be that Respiratory Therapists will be allowed to schedule their weekend makeups throughout the full calendar year.
6. For the OCH Respiratory department, when performing the steps in this Agreement; assignments to weekend shifts will be in seniority order except when an employee with certain competencies is required and no employee with less seniority is qualified.
7. Union delegates will be identified by Union Leadership to work with a specific manager for this process starting at Step 3. The manager and Union delegates will agree on a date and time for this process to occur for each time block during the draft schedule process.
- (2) ~~The Union agrees to withdraw with prejudice the ULP Charge, the Class Action Grievance and the individual grievances identified in this Agreement.~~
- (3) ~~It is understood that the parties will meet following the completion of the first grouping as defined in 1 (A) a. of this memorandum to review the processes identified above. Any modification in the sequence of the processes or wording will be upon mutual agreement.~~

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- (4) It is further understood by the parties that this Agreement does not alter or amend any contractual rights and/or obligations that exist under the Master Agreement.

~~IN WITNESS WHEREOF, the parties have executed this Agreement on the 12th day of April, 2019.~~

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BY:

Kaleida Health _____ Dated
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KALEIDA HEALTH
1199/SEIU UNITED HEALTHCARE WORKERS EAST
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

2022 CONTRACT NEGOTIATIONS

Union Proposal
Date Presented: March 16, 2022
Employer Counterproposal April 21, 2022
Union Counterproposal of May 12, 2022
Employer Counterproposal May 24, 2022
Union Counterproposal of May 24, 2022

New Memorandum of Understanding #___

Lead Aprons and Associated Protective Equipment

To ensure the protection of employees, the following will pertain to providing lead aprons inclusive of thyroid shields and any/all associated protective equipment that limits/blocks the effects of ionizing radiation on the body. Shielding our staff from ionizing radiation is essential.

Section 1. Radiologic Technologists, Surgical Technologists, Registered Nurses, Neuro Diagnostic Technologists, and any other employees in a job title that may be exposed to ionizing radiation in the following departments/areas will be covered by this Memorandum of Understanding across all Kaleida Health facilities:

- a.) Procedure Labs & Interventional Radiology;
- b.) Operating Rooms – Radiology technologists and surgical technologists that perform cases that use ionizing radiation daily
- c.) Operating Rooms – inclusive of all other staff not outlined in letter (b) above that are in operating rooms that use ionizing radiation
- d.) General Diagnostic Radiology (X-Ray);
- e.) Special procedure areas where the use of ionizing radiation is used;
- f.) Urology;
- g.) G.I. Lab;
- h.) Any/all departments that use ionizing radiation producing equipment.

Section 2. Employees working in the areas outlined in section one (1) of this Memorandum of Understanding will be provided by Kaleida Health lead aprons and associated equipment that protects from ionizing radiation. Staff that wears lead on an occasional or short term basis will have access to departmental lead.

- a.) Kaleida Health will continue to provide a variety of sizes of lead for all employees that need to wear it for protection in the areas outlined in (c) through (h) above. If at any point proper fitting lead is not available in the department, the employee will provide notice to their manager in writing. Within thirty (30) days, a proper fitting piece of lead will be located and assigned to the employee. If a proper fitting piece of lead cannot be located, a new set of lead will be ordered for the employee within thirty (30) calendar days from date of receipt of the request.
- b.) Employees that work in section (a) and (b) above will be measured and fitted for the appropriate lead by the assigned site QA technologist or lead technologist and will be assigned that for their use. This lead will be turned into the department manager upon their separation from the department.

A new employee to these areas outlined in section (a) and (b) above will be fitted for lead after their first thirty (30) days in the-department. During the first thirty (30) days, new

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employees will be provided departmental lead. If no well-fitting lead is available for their use, new lead will be ordered in an expedited fashion.

Section 3. Bi-Annually, lead aprons and all other applicable protective equipment will be evaluated according to NYS regulations. Additionally, annual evaluation under fluoroscopy will be performed by a qualified Radiologic Technologist or QA Technologist. Equipment that does not meet the standards under the New York State Department of Health will be decommissioned immediately, and a replacement will be ordered within thirty (30) calendar days.

Section 4. The protective equipment referenced in this Memorandum of Understanding will be purchased for employees and will be measured and properly fitted for size, weight, and thickness of material.

Section 5. Radiation protective eyewear will be available as requested—Within thirty (30) days of ratification, a notice will be sent to all employees in the work areas as outlined in section (a) through (h) above of the location of the protective eyewear and how to obtain them. These will be stored in a secured yet accessible place for staff. Several sizes will be available including coverage of corrective eyewear.

Section 6. If there is a need to replace an apron or protective equipment due to the integrity of the lead or an improper fit, the employee will provide notice to their manager in writing. Within thirty (30) days, a proper fitting piece of lead will be located and assigned to the employee. If a proper fitting piece of lead cannot be located, a new set of lead will be ordered for the employee within thirty (30) calendar days from date of receipt of the request.

Section 7. Employees in section 2 (a) and (b) that are assigned their own lead will be permitted to store their lead aprons and associated protective equipment in their personal locker space to ensure security. Employees may store assigned lead in lockers as long as it hangs appropriately and that it is made available for inspection as required by NYS regulations. If an appropriate locking storage rack space is not available to employees (as in the GVI Operating Rooms), it will be provided by Kaleida Health

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