

**Kaleida Health
1199 SEIU United Healthcare Workers East
Communications Workers of America, AFL-CIO
2022 Contract Negotiations**

**Employer Counterproposal
Presented: August 11, 2022**

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**Memorandum of Understanding # 43
Contracting Out Work / Bargaining Unit Work**

Section 1. The Employer agrees that:

- A.) The scheduling of the patients for procedures in the BGMC Interventional Cath Labs will continue to be provided by bargaining unit members.
- B.) Surgical Solutions, will no longer be performing bargaining unit work at Kaleida Health.
- C.) In regards to EEG/IOM technical support:
 - 1. Given the specialized nature of intraoperative monitoring (IOM) for brain as compared to spine surgical procedures, the lack of current staff with experience or competency to provide IOM support for brain surgical procedures, and an inability to recruit experienced or competent candidates to provide such support, Neuro Alert or a comparable third-party provider will continue to be contracted to provide EEG/IOM technicians support for brain surgery only.
 - 2. EEG Technician support for spine surgeries will continue to be provided by bargaining unit staff at each site, competent to perform the work. If there is any reduction in spine cases, affected EEG Technicians employed as of ratification of this Agreement will be reassigned other duties within their job description and not subject to lay off through May 31, 2025.
 - 3. Employees hired as new EEG Technicians will be required to be trained in IOM for the spine.
 - 4. The parties agree that if the need occurs to cover EEG work between the various sites of Kaleida Health, they will meet to negotiate such Multi-Site Float Pool language.

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5. The Employer is committed to work with the unions through the Training and Upgrading Fund to develop a training program/educational pathway for the EEG Technician job title. Such training program will provide educational opportunities related to EEG testing, work in the operating room related to spinal cases as well as in brain cases. Furthermore, Kaleida Health agrees to work with the Unions to obtain apprenticeship dollars to support this training/educational program.

6. For the duration of the Master Agreement June 1, 2022 - May 31, 2025 the Employer will continue to have at least twenty three (23) Full Time Equivalents in Electro Nuerodiagnostic Technician positions. The provisions of this section shall not be applicable in the event of a temporary or partial cessation of operations at BGMC, OCH and MFSH, which is not the result of a Kaleida action, ~~including~~ unforeseeable circumstances that are outside of the employer's control, natural disasters and acts of god.

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D.) Kaleida will end, and not renew any agreement to contract out cleaning work in the bargaining unit's jurisdiction within the hospitals. Areas excluded would include leasing space and the BGMC administration and corporate offices. It is understood that the cleaning work at DeGraff Medical Park offices and the Conventus Office Building 2nd and 3rd floors are considered bargaining unit work.

The Unions and Employer agree that the current contractual language in Article 66 and 67 as amended of the Master Agreement will remain.

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