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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 #__
Multi-site Float Pool - Clinical Lab Scientists**

This Memorandum of Understanding ("MOU") is entered into between Kaleida Health ("Kaleida"), the Communication Workers of America, AFL-CIO ("CWA"), and the Service Employees International Union/1199 ("SEIU") hereinafter referred to "Unions".

WHEREAS, a Clinical Lab Scientist multi-site float pool is established between the sites covered under the Master Agreement to include Millard Fillmore Suburban ("MFS"), Flint Road Laboratories, Buffalo General Medical Center ("BGMC"), John R. Oishei Children's Hospital ("OCH"), and

WHEREAS, this multi-site float pool provides flexible, competent staff to cover hard-to-fill positions, leaves of absences, census fluctuations and unscheduled absences, and

NOW, THEREFORE, the Employer and Unions agree:

1. Employees hired into the Multi-Site Float pool will follow all provisions of Article 52 Multi Site Float Pool, with the exception of PTO, Holidays, Downsizing as outlined below.
2. Four (4) new FTEs will be created 011 the night shift (11pm to 7am and split equally between the two unions.
3. Multi-Site Float pool employees will be scheduled in the department with the greatest need, and per management's discretion, including but not limited to ESL, Blood Bank, Production lab and Micro. Multi-site Float pool employees will maintain competencies in all of these areas.
4. The new cost center/unit will be separate from any other site lab cost center.
5. The positions will be assigned to the appropriate bargaining unit and float pool employees will be covered by the contractual provisions of the Master Agreement.
6. The positions will be posted and awarded per Article 53, Job Bidding and Transfers of the Master Agreement.
7. Any successful internal applicant selected for one of these positions will not transfer into said position until the position they are vacating is filled.
8. PTO requests for the CWA employees will be approved as per the language outlined in Article 27, PTO scheduling for CWA MFH/Prof and PTO requests for the SEIU employees will be approved as per the language outlined in Article 27, PTO Scheduling for the OCH Professionals.

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9. These float pool positions will be required to work weekends and will be included in the rotation accordingly not to exceed half of the weekend shifts in any time block.
10. These float pool position will be required to work Holidays as follows:

When the department must remain open for the six (6) major holidays, employees scheduled eight (8) hours or less shall be required to work not more than one (1) holiday In each of the following groups of Holidays:

- a.) Memorial Day or Independence Day
- b.) Labor Day or Thanksgiving Day
- c.) Christmas or New Year's Day.

A preference list will be posted in the department for the purpose of selecting Holiday Work by:

February 1 for the Summer Holidays

June 1 for the Winter Holidays

The preference list will be posted for the month and the holidays will be approved within thirty (30) days from the end of the posting.

11. Should there be a need for a reduction in staff, from the Multi Site float pool, the least senior employee in the cost center shall be impacted and given options under in article 51, Layoff and Recall, in their appropriate bargaining unit accordingly. If there is a need to reduce more than one staff member in the cost center, reductions will be equally distributed amongst the bargaining units In the cost center accordingly and the least senior employees impacted will be given options under article 51, Layoff and Recall in their appropriate bargaining unit accordingly.
12. Should there be a need to temporary downsize the staff in the Multi Site float pool the language in Article 18, Temporary Downsizing of the Master Collective Bargaining agreement will be followed. Multi-Site Float Pool employees will be offered the opportunity to downsize first. **Clarification re: the rotating wheel** for the multi-site float pool should there be a refusal to downsize and the rotating wheel language in Article 18 is followed the employer will apply the language as follows:

Refusals will advance the wheel for example:

- 1. Day 1: A, B and C are working - A refuses, B accepts downsizing
- 2. Day 2: A, B and C are working - we start with C.

13. The parties agree to review this MOU every six (6) months do determine the effectiveness of the Multi-Site lab float pool.

14. Should management desire to increase the number of FTE's in the Multi-Site Lab float pool it is understood that it will be by an equal number, they will meet with the Unions to bargain over the effects of doing so.

WITNESS WHEREOF, the parties hereto have executed this agreement on the 7th day of April, 2021.

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