

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

2022 CONTRACT NEGOTIATIONS

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

**Memorandum of Understanding # 47
APP Security**

~~During the negotiations that lead to this Agreement, the Unions and the Employer discussed contract violations related to the Advance Practice Practitioners (APP) including but not limited to denial of just cause treatment in disciplinary matters including terminations, denial of layoff and recall rights, denial of job bidding rights. Kaleida Health also violated the contract in refusing to work with the Unions to amend the Bylaws of the Medical and Dental Staff in order to allow Nurse Practitioners and Physician Assistants to practice under the full scope of their license.~~

~~Furthermore, the APPs were denied the recourse provided to them under the Bylaws of the Medical and Dental Staff when faced with disciplinary action.~~

~~The single most important factor in all of the violations listed above was the withdrawal of physician's consent to work with an affected APP without just cause.~~

In order to guarantee the Advanced Practice Practitioners (APPs) their full protection of the contract and this Memorandum of Understanding, including but not limited to the just cause requirement, the Unions and the Employer clarify and agree to the following.

1. APPs represented under the Master Bargaining Agreement will have all of the rights and protections of the contract and this Memorandum of Understanding, including but not limited to just cause treatment, layoff and recall rights and job bidding rights.
2. For the duration of the Master Agreement, the Employer will continue to have at least one hundred and forty-seven (147) Full Time Equivalents in APP positions. The provisions of this section shall not be applicable in the event of a temporary or partial cessation of operations at BGMC, OCH, DMP and MFSH, which is not the result of a Kaleida action, but due to including unforeseeable circumstances that are outside of the employer's control, natural disasters and acts of God.
3. The Employer will not replace or displace any bargaining unit APP with a physician/physician group employed APP.

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4. The Parties recognize that there is a certain amount of flexibility in scheduling that is currently achieved by agreement of APPs and providers. If a critical need arises for a change in scheduling practice, it shall be presented at job security with explanation of the need for such change. The Employer will provide a thirty (30) day notice of intent to change the scheduling practice. This will be done by agreement among the Nurse Practitioners, Physician Assistants, Union and provider/scheduler.
5. ~~No Physician's group will be permitted to bring in its own APPs that will replace Employer employed APPs.~~
5. If a physician withdraws a collaborating agreement with an APP, Kaleida Health will immediately secure a replacement collaborating physician. Kaleida Health will reimburse an APP for any loss in pay and benefits due to Kaleida's delay in securing a replacement. Removal, suspension or termination of a collaborating agreement will not be grounds for discipline or termination of employment.
6. The parties agree to promptly resolve any issues under this MOU up to and including promptly scheduling arbitration hearings, consistent with Article 7, Grievance Procedure. ~~Should an arbitrator determine that Kaleida Health unnecessarily delayed scheduling a hearing date, it will provide back pay to the employee for the period of delay without any requirement that the affected employee(s) mitigate damages regardless of whether the Union's grievance is sustained.~~
7. An Arbitrator's ruling/award will be followed and implemented immediately with respect to reinstatement, lost wages at their current rate of pay, lost benefits and seniority. Should a collaborating agreement or an appropriate APP position not be immediately available, Kaleida will continue to pay the APP at their regular rate of pay until the APP is placed in an appropriate APP position.
8. ~~To the extent that there is any inconsistency between the Bylaws of the Medical and Dental Staff and this Agreement, this Agreement shall prevail.~~

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