

1199 SEIU Service International Union
2022 Kaleida Health Negotiations
Bargaining Report

Article 1 - Agreement and Application

- Removed references to IUOE who elected to leave the master agreement.

Article 2 - Responsible Relationship

- No change

Article 3 - Recognition

- Changed “Interventional Nurse” to “Telemetry Nurse” throughout the contract
- Throughout the contract changed “DeGraff Memorial Hospital” to “DeGraff Medical Park”
- The following titles were added:
 - BGH TCC
 - Anesthesia Assistant
 - Laboratory Assistant Student - CLS
 - Laboratory Assistant Student - MT
 - Patient Experience Associate
 - Registry Data Abstractor Analyst
 - Lead Registry Data Abstractor Analyst
 - Respiratory Student
 - DMP Professionals:
 - Long Term Care Financial Counselor
 - DMP TCCS:
 - CNA/NA Trainee
 - MFSH Professionals:
 - Lead Clinical Dietician
 - Pathologists’ Assistant
 - Social Workers (voted to join CWA in September of 2022)
 - MFSH TCC:
 - Ambulatory Representative Quality Enhanced
 - Laboratory Assistant Student - CLS
 - Laboratory Assistant Student - MT
 - Registry Data Abstractor Analyst
 - OCH RN’s
 - ECMO Coordinator
 - OCH Professionals
 - Lead Psychologist Eating Disorder
 - Laboratory Assistant Student CLS
 - OCH Technical
 - Laboratory Assistant Student MT
 - Laboratory Processors
- Business Office Clerical

- Tumor Registry Apprenticeship
- OCH Clerical
 - Physician Ancillary Service Coder
- MFSH Service
 - Companion
- BGMC/High Pointe
 - Activities Helper
 - Companion
 - CNA/NA Trainee

Article 4 - Non-Discrimination

- Article now includes national origin/ethnicity, gender identity or expression, veteran status as well as any other characteristics as defined by State or Federal laws.
- Unless the contract requires otherwise, gender-specific terms used throughout this Agreement are intended to apply equally to all gender identities

Article 5 - Access to Premises for Union Representatives

- No change

Article 6 - Union Representation

- Removed references to IUOE who elected to leave the master agreement.

Article 7 - Grievance Procedure

- Section 4: Added the option to scan or fax grievances (current practice)
- Section 8 - New language:

“Within fourteen(14) calendar days of the date the parties receive the FMCS arbitrator list, a representative from each involved party shall confer to select an arbitrator. If the parties cannot agree within the fourteen (14) calendar day period, then no later than the thirtieth (30th) calendar day after the parties’ receipt of the FMCS list, the parties’ representatives will use the alternate strike process to select an arbitrator, if they are otherwise unable to mutually agree to an arbitrator, With contemporaneous written notice to all involved parties, any party may reject a panel and request one additional panel.

If either party has failed to participate in the arbitration election process by 11:59 pm on the 14th calendar day, the other party may give written notice that:

- a.) The first party has failed to participate in the arbitrator selection process;
- b.) Identifying the pursuing party’s representative who will participate in the arbitrator selection process; and
- c.) Establishing a date and time upon which alternate selection from the then-active arbitrator list will occur telephonically so long as that date is within five (5) business days of when such notice is given.

The notice will be transmitted by email and facsimile, directed to the Employer’s Chief Labor Relations Officer or designee (if instigated by a union) or the President of the Local Union for CWA, the Administrative Organizers for 1199 SEIU and National Union Representative (CWA), if any (if

instigated by the Employer). If the recalcitrant party does not participate in this selection process, then the party giving notice shall have the right to unilaterally select an arbitrator from the then-active FMCS list.”

Article 8 - Probationary Period

- No change

Article 9 - Categories of Employees

- Removed references to IUOE who elected to leave the master agreement.
- BGMC Service: Added thirty eight (38) hours in a work week (or seventy-six(76) hours in a pay period) for employees working nine and one-half (9.5) hour shifts
- MFSH Service and Maintenance BU: added forty(40) hours in a work week (or eight (80) hours in a pay period) for employees working eight (8.5) hour shifts

Article 10 - Dual Status Employees

- No change

Article 11 - Flexible Employees

- Section 4 - Flex positions will only be created when a new job is created or when a full time vacant position or a part time vacant position is available and can be converted to flex. Newly created positions, full time vacant positions and part time vacant positions will be presented to the Job Security Committee for discussion prior to conversion. Units/Departments/shifts that have less than twelve (12) employees will have no more than one (1) flexible employee per unit/department/shift

Article 12 - Per Diem Employees

- Changes were made to include the time per diem employees are entitled to through the New York State Paid Sick Leave program.

Article 13 - Temporary Employees

- No change

Article 14 - Weekend Employees

- Section 1, letter d - added to include a new set of weekend only shifts that would be up to thirteen hour shifts every Saturday, Sunday, and Monday consecutively.
- Weekend employees under 1.c. and 1.d. Will be entitled to full time benefits
- Section 5, letter a - PTO time bought out at the end of the benefit year will be paid out at the x1.3pay premium rate provided they hold a weekend only position at the time of the payout.
- Section 5, letter b - updated to include that time would be accrued comparable to a full time employee.

Article 15 - Hours of Work and Work Schedules

- Section 4 - Extreme emergencies for the purposes of this article shall mean:
 - a.) Any officially declared national, state, county or municipal emergency;
 - b.) when a hospital disaster plan is activated; or
 - c.) any unforeseen disaster or other catastrophic event that immediately affects or increased the need for health care services

- Section 9 - Language changed to: Extra shifts will be equally distributed within the individual unit/department at a site, first within the job title and then among qualified employees in other job titles
- Section 10: Once the schedule is posted, open shifts remaining will be posted on a needs list and filled by eligible employees beginning with the most senior employee in the individual unit/department in the same job title first, employees within the bargaining unit next and then by employees in any covered bargaining unit that are qualified to do the work.
- After the opening have been posted one (1) week in the Department and on Kaleidascope and the process in Section 9 and Section 10A have been completed, openings may be filled by any means available to the Employer
- Section 11: New Language g.) if all the above avenues have been exhausted, an attempt will first be made to fill the vacancies with bargaining unit employees using the most expedient means available, which may include, but is not necessarily limited to, the One-Call Now System, Kronos, and other department practices. Once the employer has initiated such means, it may begin soliciting agency personnel or managers to fill vacancies
- In the event there are recommended changes to the current methods of contacting employees as outlined in a.) through g.) above, a joint committee of the Employer and the Unions will meet to discuss the reason for the changes, the recommended new or additional methods to contact employees, and the plan to notify the employees of the changes, provide any necessary training or education, and otherwise implement the changes.

Article 16 - Weekend Work

- Section 6: For bargaining units that own their weekends refer to new MOU, MFSH RN Weekend Commitment, new MOU DMP RN Hour of Work Weekend Commitment.

Article 17 - Shift Rotation

- No change

Article 18 - Temporary Downsizing

- Section 5(i) if more than one flex employee works on a unit/department, flexing will occur in inverse order of seniority and on a rotating basis so that downsizing is evenly distributed among flexible employees

Article 19 - Floating

- Addition of the Pediatric Clinics, Phlebotomy Patient Service Centers, and the Cashiers.
- All Employees covered in this article will still receive a \$2.00 / hour differential.
- Added section 4 to clarify that anyone hired into a position that covers multiple units will not be entitled to float pay.
- Add to section 10, letter d - those working an extra shift or overtime shift until May 31, 2023 will be included in floating. After that date they will not be required to float.
- Add to section 15, letter g - A newly graduated RN or LPN can agree to float or pick up shifts on another unit, but will not be forced or required.
- Effective June 1, 2023: Employees who has volunteered to pick up an extra shift will not be floated during the shift and no one in the same job title on the unit will not be floated during that same shift.

Article 20 - Shift Differential

- No change

Article 21 - On-Call Pay

- Section 6(b). Changed from 6 hours to 8 hours after completing an on-call shift.

Article 22 - Call-In Pay

- No change

Article 23 - Salaries

- Deletion of appendix G -Skilled nursing Employees salaries the (L- scales). Please see the section on Appendix G - Skilled Nursing Facility Employees for a list of all job titles and the new pay rates they will be placed at.

Article 24 - Recruitment, Incentive or Premium Pay Programs

- No change

Article 25 - Overtime

- No change

Article 26 - Paid Time Off

- Section 1(a, b, c). During the probationary period, newly hired Employees shall only be permitted to use accrued PTO for the reasons set forth in the New York State paid sick leave law.
- Section 1(d). Per Diem Employees can accrue up to a maximum of 56 hour of PTO. They will accrue it at a rate of 1 hour for every 30 hours worked. PTO must be used in 4 hour increments. You may carry over up to 56 hours of accrued, unused sick leave into the next PTO plan year. These hours are not payable at termination, but will transfer if you move to a benefited position.

Article 27 - Paid Time Off Scheduling

SEIU 1199 OCH, MFS, BGMC Service and Maintenance

- **Section1- PTO approval- failure to approve within 30 days will result in the employees request to be approved by default**

SEIU OCH RN/LPN-

- **PTO requests will not be unreasonably denied**
- **Section 8b- The union will assign a delegate to be present throughout the PTO bidding process**

Section 3 - (For calculation of Minimum PTO usage per Job Title/Shift/Department) PTO for vacancies will be calculated using the average accrual rate for that job title. This applies to all CWA Bargaining Units.

- BGMC RN
 - Section 4. **Addition of** “or by utilizing the KRONOS APP”
- DMP RN and DMP TCCS
 - Section 12
 - **Addition of** “or by utilizing the KRONOS APP” and “with the time requests in the time block in which they are being requested.”
 - **Removal of** “at least twenty-one (21) calendar days in advance of the requested day. Employees will make every effort to submit requests for such time, at least one (1) week prior to the posting of the schedule. Management will reply indicating approval or disapproval within one (1) week of the request. Approval is contingent upon the Employer’s ability to staff for the requested day.
 - Section 13
 - **Removal of** “maximum”,
 - **Addition of** “minimum” in regards to limits.
 - **Removal of** “prime time” and “Routine time requests submitted after the above dates will be submitted with the time requests in the time block in which they are being requested.”

Article 28 - Flexible Benefit Plan

- Update name to “Health and Welfare Plan”
- Various plan names mentioned in this article were updated to reflect the current names of the plans members are able to participate in.

Article 29 - Medical and Prescription Drug Benefits

- Clean up language through this article to reflect the new name of the healthcare plan after moving High Mark
- Cleanup to update new / changed names of hospitals / kaleida health facilities
- Removed references to IUOE who elected to leave the master agreement.
- Coverage will begin for new hires after thirty (30) days of service. It was previously sixty (60) days.
- Changed in Section 12 for **NON-ALIGN (PREMIUM)** health plan - Change the copays for MAIL ORDER PHARMACY from \$20/\$40/\$80 to \$10/\$30/\$70 effective 1/1/2023
- Changed in Section 12 for **NON-ALIGN (PREMIUM)** health plan - Change the copays for RETAIL PHARMACY from \$10/\$20/\$40 to \$5/\$15/\$35 effective 1/1/2023
- Changed in Section 13 for **ALIGN** health plans - Change the copays for MAIL ORDER PHARMACY from \$20/\$40/\$80 to \$0/\$30/\$70
- Changed in Section 12 for **ALIGN** health plan - Change the copays for RETAIL PHARMACY from \$5/\$20/\$40 to \$0/\$15/\$35 effective 1/1/2023
- Section 16 - removed a &b as they are special programs that BCBS no longer provides.

Article 30 - Dental Benefits

- Section 1(f) - language clarification changed to represent what the plan document says in reference to 2 fluoride treatments per year for covered members aged 18 and younger.
- Section 3 - new employees will now be covered the first day of the month following completion of thirty (30) calendar days of employment, changed from what it previously was at sixty (60).
- Section 4 - As above sixty (60) days was changed to thirty (30) days for eligibility.

- Sections 5, 6, 7, 8, and 9 - bargaining unit clean up language only.

Article 31 - Hospital Discounts

- Edited to remove references to Kaleida Health Retail Pharmacy and to remove the discount of over the counter medications. This is not a concession but rather a Master Grievance settlement regarding the retail pharmacy. Please see changes in Art 29 with regard to co pays

Article 32 - Life Insurance

- No change

Article 33 - Retirement Plan

- **1199 SEIU**

- **Regional Pension Plan**

Effective January 1, 2023 New contributions based on years of service will be increased .5%

- Removed references to IUOE who elected to leave the master agreement.
- Added Section 12 - Effective January 1, 2023, the Cash Balance Formula will be amended:
 - Four percent (4%) of pay for employees with one (1) to four (4) years of service (added 0.5%)
 - Five percent (5%) of pay for employees with five (5) to nine (9) years of service (added 0.5%)
 - Six percent (6%) of pay for employees with ten (1) or more years of service. (added 0.5%)

Article 34 - Transitional Return to Work Program

- No change

Article 35 - Leave of Absence

- Removed references to IUOE who elected to leave the master agreement.
- Change in section b - Of the twelve (12) employee eligible for Union Business, two (2) CWA bargaining unit members and one (1) SEIU bargaining unit member will be eligible for a one (1) time, twelve (12) month extension for Union Business Leave (two (2) years total) upon approval of the Employer, which will not be unreasonably denied”

Article 36 - Military Leave

- No change

Article 37 - Jury Duty

- No change

Article 38 - Bereavement Leave

- No change

Article 39 - Disability

- No change

Article 40 - Workers' Compensation

- Side letter was written to address the usage of ESB time for workers compensation claims as it relates to union representatives.

Article 41 - Employee Assistance Program

- Removed references to IUOE who elected to leave the master agreement.

Article 42 - Tuition Assistance

- Deleted this article as it was replaced by Article 43, 1199/SEIU Training and Upgrading Fund in the prior contract.

Article 43 - 1199/SEIU League Training and Upgrading Fund

- No change

Article 44 - CWA Continuing Education Program

- Deleted this article as it was replaced by Article 43, 1199/SEIU Training and Upgrading Fund in the prior contract.

Article 45 - IUOE Training Fund

- Deleted as it only pertained to IUOE who elected to leave the master agreement.

Article 46 - Nursing Preceptor Program

- No change

Article 47 - Training Program

- No change

Article 48 - Travel

- No change

Article 49 - Domestic Partner

- No change

Article - 50 - Seniority

- Removed references to IUOE who elected to leave the master agreement.

Article 51 - Layoff and Recall

- **1199 SEIU**
- **OCH-RN/LPN**
- **Section 1m -Cleanup language**
- No changes for any CWA members

Article 52 - Multi-Site Float Pool

- Removed references to IUOE who elected to leave the master agreement.

Article 53 - Job Bidding and Transfers

- No change

Article 54 - Temporary Transfers Between KH Sites

- No change

Article 55 - Merger, Consolidation, TX or Establishment

- No change

Article 56 - Selling and Closure of Business by KH

- No change

Article 57 - Personnel Files

- No change

Article 58 - Job Descriptions

- No change

Article 59 - Scrub Apparel

- Primarily language cleanup to include new areas that require the use of Kaleida provided surgical scrubs. There was clean up language for the new names of some of the hospital sites such as WCHOB to OCH and DMH to DMP.

Article 60 - Uniforms

- Removed references to IUOE

Article 61 - Lounge and Locker Facilities

- No change

Article 62 - Progressive Discipline and Remediation

- The extension for investigation/discipline provided in this article will now only get an additional thirty (30) days past the due date making a total of 60 days from the date of incident.

Article 63 - Time and Attendance

- Added 2 new occurrences for employees who are 8 hour employees (to be compliant with the new NYS Paid Sick Leave law)
- New language for tardiness - members must call and speak to manager or supervisor within two (2) hours of the start of their shift to avoid being canceled/disciplined for a no call/no show.
- An employee who report to work more than 60 minutes after the scheduled start time without communicating with their manager or designee will be considered absent unless
 - They have no been replaced on their unit
 - They are needed on another unit as a float (includes clinics)
- An employee who does not report to work within 2 hours of the start of their shift will be considered absent unless they are needed on their unit or another unit as a float (includes clinics)

Article 64 - Attendance Bonus

- No change

Article 65 - Resignations/Terminations

- No change

Article 66 - Bargaining Unit Work

- No change

Article 67 - Contracting Out Work

- No change

Article 68 - Management Rights

- No change

Article 69 - Employer Policies

- Kaleida Health will now notify the unions of any changes in policy that could result in discipline against our members. It previously only required notice of changes to any Human Resources policies.

Article 70 - No Strike – No Lockout

- No change

Article 71 - Successorship

- No change

Article 72 - Committees

- Added two new committees: the Clinical Staffing Committee that was created to develop the new staffing ratios and the SEIU Labor Management Initiative.

Article 73 - Health and Safety Committee

- Added time for the CWA Health and Safety Director: 1,170 hours for eight hour employees and 1,248 hours for twelve hour employees.

Article 74 - Job Security/Committee

- No change

Article 75 - Parking Committee

- No change

Article 76 - Staffing and Productivity Committees

- No change

Article 77 - Workforce Training and Retraining/Committee

- No change

Article 78 - Access to Technology

- No change

Article 79 - Savings Clause

- No change

Article 80 - School Health Services Employees

- See tentative agreement for changes

Article 81 - Multi-Site On-Call Procedure

- No change

Article 82 - Holidays

- Article 82 added 2 holidays Martin Luther King and Juneteenth to scheduled Holidays, no additional PTO,
- Holiday Premium Pay will be paid for working the two new holidays
- Holiday schedule groupings have been modified to include the two new holidays.
- Mid-shift holiday language added; departments that will be closed to celebrate the holiday will be notified by November 1st of the prior year.
- Employees who do not report to work on the holiday will no longer be financially impacted, but you will be given a PTU. If you do not work on the selected holiday, you may be scheduled on the holiday the following year.

Article 83 - Union Membership

- There are no changes

Article 84 - Pharmacy Shift Rotation at the BGH

- No changes

Article 85 - Payroll Deduction of Union Dues

- No change

Article 86 - Political Action Committee Deductions

- No change

Article 87 - Labor Management Committees

- No change

Article 88 - Temporary Closure of Units/Departments

- No change

Article 89 - Security Technology

- No change

Article 90 - Health Information Technology

- No change

Article 91 - Float Pool Employees

- **1199 SEIU**
- **Cleanup language on RN Critical Care float pools**
- Sister units have been rearranged to align like units with each other. Please view the scanned / signed tentative agreement for the detailed unit breakdowns. \

- All, including 1199 SEIU RN2 float pool positions will be converted from RN2 to RN-float pay grade. This will replace the float pay differential for RNs only.

Article 92 - Charge Nurse

- No change

Article 93 - Hours of Work – Clerical Employees

- No change

Article 94 - Extended Shifts

- No change

Article 95 - Bulletin Boards

- No change

Article 96 - Nursing Clinical Progression

- All, including 1199 SEIU-Respiratory Therapy, Physician Assistants, and Nurse Practitioners were added to form a clinical progression committee. Financial incentive has been increased January 1st, 2023

Article 97 - WCHOB Non-Nursing Functions

- No change

Article 98 - WCHOB Non Professional Functions

- No change

Article 99 - WCHOB Non-Technical Functions

- No change

Article 100- Temporary Positions

- No change

Article 101- Purchase of a Business by Kaleida Health

- No change

Article 102 - Parking

- Removed Tier 2 which increases the subsidy for a percentage of employees who would qualify.
- Tiering for Public Transportation increasing the earnings for each tier.
- Maintain the subsidized \$89.00 parking rates for the life of the contract

Article 103- Drug Enforcement Administration (DEA) #

- No change

Article 104 - Salaried Employees

- No change

Article 105 - Duration

- This is a three year agreement from 6/1/22 through 5/31/25

Article 106 - Administration of the ADA

- No change

Article 107 - Patient Staffing Plan

- This article was deleted and moved into the new article entitled Staffing

Article 108 - Workplace Violence

- Union Health and Safety Officers helped to strengthen language ex. Allow an employee to file a police report, provide the employee STARS report, etc.

Appendix A - Clerical Employee Salaries

- Employees hired after 7/31/11 who were placed into the lower wage scales will be moved into one scale. This results in raises beyond general wages increases and places all service and clerical employees on the same scale.
- General Wage Increase:
 - 6/1/2022 - 4%
 - 6/1/2023 - 4%
 - 6/1/2024 - 4%
- Section 2 - Lead Pay: no change
- Section 3 - Shift Differential - no change
- Section 4 - Trainer Pay - no change
- Section 5 - Float Pool Pay - increase float from \$2.00 per hour to \$3.00 per hour ***for float pool employees only***
- Section 6: Change to allow the employer to start a new hire at steps 1-6 based on the employee's prior related experience. (It was originally steps 1-5)
- Employees who are rehired to work at Kaleida Health within three years of their date of separation, will be placed in the wage step they were in at the time of separation, provided they return to the same job title.
- Removed reference to appendix G (it was deleted)
- Job Upgrades:
 - Unit Secretary SNF - now in pay grade C5
 - Added new title of "Lead Abstraction Specialist - now in pay grade C6

Appendix B - Maintenance Employee Salaries

- General Wage Increase:
 - 6/1/2022 - 4%
 - 6/1/2023 - 4%
 - 6/1/2024 - 4%
- Employees who are rehired to work at Kaleida Health within three years of their date of separation, will be placed in the wage step they were in at the time of separation, provided they return to the same job title.
- Section 6: Change to allow the employer to start a new hire at steps 1-6 based on the employee's prior related experience. (It was originally steps 1-5)
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Appendix C - Professional Employee Salaries

- General Wage Increase:
 - 6/1/2022 - 4%
 - 6/1/2023 - 4%
 - 6/1/2024 - 4%
- Increase of \$1.70 to each step in pay grade P13B for the Physician Assistants upon ratification
- Section 2 - Lead Pay: no change
- Section 3 - Shift Differential - PAs will see an increase to \$4.50 per hour for the night shift.
- Section 4 - Trainer Pay - no change
- Section 5: Change to allow the employer to start a new hire at steps 1-6 based on the employee's prior related experience. (It was originally steps 1-5)
- Employees who are rehired to work at Kaleida Health within three years of their date of separation, will be placed in the wage step they were in at the time of separation, provided they return to the same job title.
- Job Upgrades:
 - Lead Clinical Dietitian- moved to pay grade P7
 - Nutritional Support Service Dietician- moved to pay grade P7
 - Creation of a new pay grade of P7A to include
 - Clinical Laboratory Scientist
 - Clinical Service Representative
 - Point of Care Liaison
 - Senior Clinical Lab Scientist - moved to a pay grade of P9
 - Cytotechnologist - moved to a pay grade of P10
 - Lead Clinical Laboratory Scientist - moved to pay grade of P10
 - Lead Cytotechnologist - moved to pay grade of P12
 - Pathologists' Assistant - moved to a pay grade of P13
 - Physician's Assistant - moved to a pay grade of P13B

Appendix D - Registered Nurse Salaries

- General Wage Increase:
 - 6/1/2022 - 4%
 - 6/1/2023 - 4%
 - 6/1/2024 - 4%
- This scale includes one-time adjustments effective upon ratification for the nursing scales as follows.
 - Step 1 - increase of \$1.90
 - Step 2 - increase of \$3.24
 - Step 3 - increase of \$3.25
 - Step 4 - increase of \$3.26
 - Steps 5-9 - increase of \$1.70
- RN3 through RN6 (including RN5A), Steps 1 - 9: an increase of \$1.70
- Section 2 - Charge Pay: no change
- Section 3 - Shift Differential - increase for night shift to \$4.50 per hour
- Section 4 - Preceptor Pay - no change

- Section 7 - Triage Pay - no change
- Section 9: Change to allow the employer to start a new hire at steps 1-6 based on the employee's prior related experience. (It was originally steps 1-5)
- Employees who are rehired to work at Kaleida Health within three years of their date of separation, will be placed in the wage step they were in at the time of separation, provided they return to the same job title.
- Creation of a new grade - "RNF - RN Float
- Upgrade: OCH ECMO Coordinator RN4a

Appendix E - Service Employee Salaries

- Employees hired after 7/31/11 who were placed into the lower wage scales will be moved into one scale. This results in raises beyond general wages increases and places all service and clerical employees on the same scale.
- General Wage Increase:
 - 6/1/2022 - 4%
 - 6/1/2023 - 4%
 - 6/1/2024 - 4%
- Pay grades S1 and S2 were eliminated and the associated job titles were moved into pay grade S3
- Annual retention payments in Steps 5-9- there will be three (3) payments at \$0.75 x your annual FTE hours at the time of payment . This payment will not be taxed at the bonus rate. First payment will be made within sixty (60) days of ratification and the second and third payments will be made one and two years thereafter.
- Section 2 - Lead Pay: no change
- Section 3 - Shift Differential - no change
- Section 4 - Trainer Pay - no change
- Section 5: Change to allow the employer to start a new hire at steps 1-6 based on the employee's prior related experience. (It was originally steps 1-5)
- Employees who are rehired to work at Kaleida Health within three years of their date of separation, will be placed in the wage step they were in at the time of separation, provided they return to the same job title.
- Section 6 - Float Pool Pay - Float pool employees will increase to \$3.00 per hour .

Appendix F - Technical Employee Salaries

- General Wage Increase:
 - 6/1/2022 - 4%
 - 6/1/2023 - 4%
 - 6/1/2024 - 4%
- Section 2 - Lead Pay: no change
- Section 3 - Shift Differential – Med Techs increase \$2.50 per hour for evening and \$4.00 for night shifts
- Section 4 - Trainer Pay - no change
- Section 6 - Float Pool Pay - increase to \$3.00 per hour
- Section 7: Change to allow the employer to start a new hire at steps 1-5 based on the employee's prior related experience. (It was originally steps 1-6)

- Employees who are rehired to work at Kaleida Health within three years of their date of separation, will be placed in the wage step they were in at the time of separation, provided they return to the same job title.
- Job Upgrades:
 - Laboratory Processor - moved to a T5
 - Pharmacy Tech I - moved to T5
 - Phlebotomy Tech I - moved to T5
 - Pharmacy Tech II - moved to T6
 - Phlebotomy Tech II - moved to T7
 - Anatomic Pathology Assistant - move to a T12
 - Histology Technician - moved to T13
 - Medical Technician - moved to a T13
 - Lead Histology Technician - moved to a T15
 - Ultrasound Technologist - Obstetrics - moved to a T20
- Strike T1 a b and c in the pay scale because there is no one in those pay scales

Appendix G - Skilled Nursing Employee Salaries

- This pay scale has been completely deleted. Individuals who were previously on the Skilled Nursing Pay Scale will now be moved to the appropriate Technical, Clerical, or Service scales. The job titles are listed in their respective pay scale / grade above.

Appendix H - Kaleida Health Bargaining Units

- No change

Appendix I - Grievance Form

- No change

Letter: Long-Term Care Needs List Administration

- Removed references to IUOE who elected to leave the master agreement.
- Corrected new Long Term Care needs list language to refer to Article 15, Section 10.
- New Long Term Care needs list assignment procedure: Once the schedule is posted, remaining open shifts will be filled by eligible employees in the same title in the same bargaining unit; next, by eligible employees in the department in the same bargaining unit; then, by eligible employees who work at the site in the same bargaining unit; lastly, by employees from outside the site, in any bargaining unit covered by the Collective Bargaining Agreement.

Letter: Staff Incentive Plan

- Deleted – the new staffing incentive / bonus program has been moved to a new article and is outlined further on in this bargaining report.

Letter: Uniforms

- Deleted and placed into Article 60-Uniforms

Letter: SEIU Upstate Regional LMI Project Fund

- No change

Letter: Temporary Downsizing on a Holiday

- Changes regarding downsizing language should refer to Article 18 Temporary Downsizing 5(d) and 5(e), where volunteers are asked to downsize with PTO in order of seniority on a rotating wheel, or offered excused absence time without pay.

Letter: Temporary Downsizing Rotating Wheel

- Changes regarding downsizing should refer to Article 18, Temporary Downsizing 5(d) and 5(e), where volunteers are asked to downsize with PTO in order of seniority on a rotating wheel, or offered excused absence time without pay.
- Removed references to IUOE who elected to leave the master agreement.

Letter: Healthcare Related Joint Ventures

- No change

MOU 1 - DMH/TCCS Life Insurance

- No change

MOU 2 - RNFAs Millard Fillmore

- No change

MOU 3 - Health Insurance Grandfathering

- No change

MOU 4 - OR SLLs BGH, DMH and MFH

- BGH SLLs were removed from the holiday rotation

MOU 5 - Holidays in the ORs at WCHOB

- No Change for CWA members
- 1199 SEIU
- OCH-OR for RNs and Technical **see change in the tentative agreement

MOU 6 - Red Circled Employees

- No change

MOU 7 - Maintenance Allowances (SEIU1199/IUOE17)

- No change

MOU 8 - Seasonal Employees

- No change

MOU 9 - Special Projects – 1199 SEIU/IUOE Local 17

- No change

MOU 10 - Rotating Positions

- OCH Pharmacy: added Pharmacy and Pharmacy Techs : see MOU for details

MOU 11 - Drop and Add Relative to FTE

- Deleted

MOU 12 - Patient Management Social Workers at BGH

- This MOU was deleted. Mid-contract, the requirement for Social Workers from BGH to cover the previously non-union Social Workers at MFS ceased.

MOU 13 - Bulletin Boards

- Updated for new locations

MOU 14 - Contract Printing

- No change

MOU 15 - MFH/RN Self Staffed/Closed Units

- No change

MOU 16 - OR Service Leaders at WCHOB

- No change

MOU 17 - OCH Per Diem Employees Holiday Commitment

- No change

MOU 18 - WCHOB RN Mandatory Overtime

- No change

MOU 19 - WCHOB RN STAT Team

- No change

MOU 20 - WCHOB RN Neonatal Transport Nurse

- No change

MOU 21 - WCHOB RN & Technical – ECMO Specialists

- No change

MOU 22 - Paid Time Off Grandfathering

- No change

MOU 23 - WCHOB RN/LPN – Floating Grid

- No change for CWA members

MOU 24 - Hospital Certification / Designations

- No change

MOU 25 - Uniform Colors - LTC and Hosp.

- No change

MOU 26 - Adult Site RN & Surg Tech There is a new grid covering float assignments for ancillary staff at BGMC and MFSH.

- For RNs at BGMC, the “sister unit” groupings have changed a bit. The medical telemetry group is 15S, 13N/S, 12S, and 9N/S. Neuro cardiac telemetry is 10N/S and 14N/S, with 4N able to float to 14, subject to re-evaluation. 4N has been removed from the critical care grouping. There will be discussion about the VIS becoming a closed unit for ancillary staff. CAPD patients will be clustered on 9 whenever possible, and float pool and 9th floor nurses will keep responsibility for CAPD; charge nurses will receive training for this duty, and over time the work will shift to charge.
- For RNs at MFSH, med-surg overflow joins the med-surg grouping, and we clarified the maternity grouping. We also have a new floating grid for ancillary staff at both sites.

MOU 27 - OCH Flexible Employees

- Deleted

MOU 28 - BGMC RN Self Staffed Closed Units

- No change for Registered Nurses. VIS CMAs will meet with management within one (1) year concerning the VIS being a closed unit for CMAs

MOU 29 - Vacant Position Tracking

- No change

MOU 30 - DeGraff Social Worker

- Deleted

MOU 31 - Clinical Pharmacy Coordinator Qualifications

- One member removed from the list who is no longer with Kaleida.

MOU 32 - Flint Road: Endo-Diabetes Titles

- No change

MOU 33 - DeGraff/Millard Clinical Nurse Educators

- No change

MOU 34 - (WCHOB) All references to WCHOB will be changed to OCH

- No change

MOU 35 - BGMC/CWA Surgical Technologist Assignments

- No change

MOU 36 - CWA/MFS On-Call Courier Assignment

- No change

MOU 37 - Adding BGMC MICU NP/PA 10 Hr

- No change

MOU 38 - Lead Nuclear Medicine Technologist

- Deleted

MOU 39 - NFTA Public Transit Discount

- No change

MOU 40 - Variable Start Time for 1199

- No change

MOU 41 - Millard Fillmore Suburban Temporary

- No change

MOU 42 - Service Employee International Union

- No changes

MOU 43 - Contracting Out Work / Bargaining Unit Work

- Neuro Alert, an outsourced company who covers some of the normal union work in the system will now only be allowed to complete brain procedures. Bargaining unit members who perform intraoperative monitoring during spine cases will be trained for brain cases before layoff only in the event there is a reduction of spine cases. Kaleida is committed to work with the unions through the training and upgrade fund to develop a training program for the EEG Technician job title.
- 1199 SEIU
- Kaleida will end and not renew any agreement to contract out cleaning work in the bargaining units jurisdiction. ***please see tentative agreement

MOU 44 - Quarterly Job Review Committee

- No change

MOU 45 - Business Office Clerical Overtime at Larkin

- No changes

MOU 46 - Definition of "Closed Unit"

- No change

MOU 47 - APP Security

- Clear and concise language was added to ensure protections under just cause provisions, layoff and recall, and job bidding and transfer rights. Protections were added to stop non-union APPs (NPs and PAs) from performing bargaining unit work. If a collaborating physician withdraws their collaborating agreement, Kaleida will reimburse the APP for any loss of pay and benefits should Kaleida delay securing a new collaborating physician. There will be no grounds for discipline or termination for a collaborating agreement being removed, suspended, or terminated. Should an arbitration arise from a grievance relating to the loss of a collaborating agreement, the arbitrator's ruling/award will be immediately followed and implemented. Should there be any delay in returning to an APP position or collaborating agreement Kaleida will pay the APP their lost wages until they are in a position and/or a collaborator is secured.

MOU 48 - Ratification Bonus

- Deleted as this pertained to the prior agreement only

MOU 49 - 1199 SEIU Regional Pension Plan Additional

- No change

MOU 50 - Flint Road PSC and Phle. CC 20751

- No change

MOU 51 - APP On-Call

- No change

New MOU - Maternity Float Pool

- This new MOU outlines this specialty float pool that existed at MFS prior to bargaining. This was placed in the contract to ensure it is permanently recognized and easily located.

New MOU - DMP Weekend Commitment

- This New MOU outlines the long standing practice of how weekend commitments at DeGraff are handled. This was part of past contract language when sites were in separate agreements, and we have now made sure that it is memorialized in our master agreement going forward.

New MOU - MFSH RN Weekend Commitment

- This New MOU outlines the long standing practice of how weekend commitments at MFSH are handled. This was part of past contract language when sites were in separate agreements and we have now made sure that it is memorialized in our master agreement going forward.

New MOU - Category of Employment - BGMC Dietary

- See Tentative agreement

New MOU - NA Training Program

- This new MOU outlines an agreement that was entered into prior to the start of contract negotiations. It outlines the new Nurse Assistant Training Program which was designed to address staffing

New MOU - Multi Site Float Pool - Labs

- This is an existing MOU that was agreed to during the life of the last contract.

New MOU - Nursing Float Pool - CCRN

- This new MOU outlines the ongoing process on how floating at MFSH occurs and the guidelines that must be followed while floating RNs at MFSH in the Emergency Department to the DMP Emergency Department.

New MOU - Lead Aprons

- This new MOU outlines the increased safety and availability of lead aprons for radiology teams and associated departments. Please review the scanned / signed tentative agreement.

New MOU - Healthy Work Environment

- The Employer and the Unions are committed to creating a healthy work environment. All Kaleida Health employees have the right to work in an environment where they feel valued and respected for

who they are and what they do. The American Academy of Critical Care Nurses has developed six (6) standards of fundamentals to a healthy work environment:

- **Skilled Communication** – skilled communication saves lives
- **True Collaboration** – a team that works together, succeeds together
- **Effective Decision Making** – when staff have a seat at the table there is an opportunity to design protocols to benefit both team members and patients
- **Meaningful Recognition**
- **Appropriate Staffing**
- **Authentic Leadership**

New MOU - Flint Road Courier

- This MOU lays out the process on how couriers may change assignments/routes when assignments/routes become available, or those assignments/routes are affected.

New MOU - Flexible Employees

- Per Article 11: Units/departments that have less than twelve (12) employees will have no more than one (1) flexible employee per unit/department/shift. Within ninety (90) days following ratification of the CBA, the Employer will offer existing flexible employees in this category in order of seniority, the option to convert to full time, non-flex status through the delete/create process.

New MOU - Alternative Shifts

- These shifts may be added to any department. These shifts may include but are not limited to eight (8) hour shifts, six (6) hour shifts, five (5) hour shifts, or four (4) hour shifts to complement current department staffing and patient care. These alternative (short shifts) will not be used to replace existing extended shift positions.

New Letter - Diversity, Equity, and Inclusion

- The Unions and Kaleida Health have collaboratively worked together to show a commitment to advancing diversity, equity, and inclusion throughout Kaleida Health. As a result of the 2021 DEI survey, Kaleida Health was able to identify six (6) major themes from the responses. From these responses, six (6) major actions are identified and will be followed through. The six (6) major actions include establishing system-wide committees (which will include many of our members). We expect to see a great change across the entire system, especially as it pertains to confirmation bias. The days of ethnocentrism are gone, and we commit to holding each other accountable for promoting diversity, equity, and inclusion throughout Kaleida Health.

New MOU - Enhanced Staffing Positions

- New enhanced positions created under this MOU will start at the external phase of the recruitment process. These positions will be identified/marked and tracked. Any employee hired into an enhanced position between 2016 and the ratification of this agreement will remain at the current site for two (2) years of active work post-hire. After satisfying the two (2) year commitment, the position will no longer be designated as enhanced, and that employee will have all their rights related to job bidding, as outlined in Article 53, Job Bidding and Transfers. Before a position is designated as enhanced, the Employer and the Union must mutually agree to such a designation.

New MOU - Infectious Disease & State of Emergency Preparedness

- This MOU was created in the event that a new infectious disease is discovered and sends healthcare institutions into a planning phase. This MOU outlines how practices and protocols will be developed with staff input, the use and availability of PPE, appropriate work breaks, and how any state or federal regulatory standards are rolled out and enacted.

New MOU - BGMC / GVI Procedure Lab Cross Training

- This new MOU outlines how all new positions moving forward will be assigned a primary modality and a secondary modality. Management will start with volunteers who would like to be cross trained and no existing employees will be forced. Please review the signed / scanned tentative agreement for full details on this new MOU.

New Article - Agency / Travel Personnel

- This new article outlines when agency personnel may be used. They can only be used when all reasonable attempts to fill open position(s) have failed, including overtime, any applicable bonus payment, use of per diem employees, and offering extra time to full-time, part-time and per diem employees;
 - a. there is an open position for which the Employer has posted a vacancy and is actively recruiting;
 - b. there is an extended leave of absence and all reasonable attempts to cover the leave as outlined in a.) above have been exhausted; or
 - c. the Employer must prepare for planned short term occurrences, including but not limited to a surge plan (eg: influenza).
- Once Agency personnel are under contract their shift(s) are considered filled and the steps in sections a-d above no longer apply.
- Agency personnel will not be assigned to precept new employees unless there is no qualified employee on the unit or sister unit per the applicable floating grid or there is not a qualified preceptor in the float pool. Agency employees will not be assigned to be in charge unless there is no qualified employee.

New Article - Staffing Incentive Program

- Starting the first full schedule block in (12/18/22 – 01/14/23) through the end of the schedule block that includes May 31, 2025, the following incentive bonus rates will be paid for all hours worked above an employee's hired FTE for shifts identified and awarded as incentive bonus shifts on the departmental needs list.
- Bonus programs will remain in effect through December 17, 2022. Incentive bonus rates will be paid in addition to the employee's regular pay (or overtime rate, if applicable).
- Bonus Rates per hour:
 - Thirty dollars (\$30.00) - Registered Nurses and Physician Assistants
 - Twenty dollars (\$20.00) - Professionals
 - Fifteen dollars (\$15.00) - all other job titles and departments
- Additional incentive shifts may be offered at any time based on unexpected changes in staffing needs at the rates listed above.
- Shifts, once designated as an incentive bonus shift will remain so designated until the shift is filled.
- Partial shifts of four (4) hours or more worked above an employee's hired FTE will be eligible for the incentive rate listed above. For thirteen (13) hour shifts, partial shifts of three (3) hours or more worked above an employee's FTE will be eligible for the incentive bonus.

- For clinical staffing committee (CSC)-designated units incentive bonus will be paid for all open shifts for CSC job titles during a given schedule block if agency personnel worked within that unit in the prior schedule block.
- It is agreed to by both parties that all pods in the VIS and the Observation Unit at BGMC will be included as CSC designated units for the purpose of implementation of incentive bonus only.
- All open weekend shifts will be posted as incentive bonus shifts on the needs list.
- Incentive bonus payments will be paid to an employee that agrees to work additional hours identified as incentive shifts when they are scheduled to take PTO.
- Any call off during the pay period in which an incentive shift is worked will result in forfeiture of incentive bonus for that pay period.
- Employees are eligible to sign up for incentive shifts and receive incentive bonus pay under this article, in any department/unit where they are qualified to work, with the understanding that employees working in the department requiring the staffing assistance get first priority to the available hours and therefore, the incentive bonus pay.
- Incentive shifts will be awarded by seniority in the following order:
 - offer the time to employees who have signed up on the needs list for the unit/department and who are in the job title and the same cost center in order of seniority on a rotating basis, who are not eligible for overtime;
 - offer overtime to employees who have signed up on the needs list for the unit/department and who are in the job title and the same cost center, in order of seniority on a rotating basis;
 - offer extra time and then overtime to employees in the job title from the remainder of the bargaining unit at that site, in order of seniority who have signed up on the needs list for the unit and who meet the competencies of that area
 - offer extra time and then overtime to qualified employees in a different job title but within the bargaining unit at that site who have signed up on the needs list for the unit and who meet the competencies of the area;
 - offer the time to employees Kaleida-Wide who meet the competencies for that area, first to employees who are not eligible for overtime, then to employees who are eligible for overtime, following steps a-d above.
- The above Staffing Incentive Program will remain in effect through May 31, 2025, except that either the Employer or the Unions may choose to reopen this Article for negotiation on December 18, 2023 with thirty (30) days advanced notice.

New Article - Staffing

Section 1. The Employer will implement staffing plans at the following facilities as specified below to apply during the term of this Agreement. The parties agree that increasing current staffing levels to meet the ratios and FTE amounts below will require time and effort for recruitment, hiring and orientation.

****Please see attachment for site specific information

