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**Buffalo General Hospital**  
**Professional Bargaining Unit**

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**Article BGH/PROF#1  
Recognition**

Section 1. The Employer hereby recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, for all of its employees in the collective bargaining unit identified as the Buffalo General Hospital Professional Unit. Recognition is in accordance with the Effects Master Agreement dated June 10, 1998, Section 7, Union Recognition.

Section 2.

Inclusions: All professional employees employed by Kaleida Health at Amherst General, 4955 N. Bailey Avenue; Buffalo General Hospital, 100 High Street; the Buffalo General Lancaster Alcoholism Clinic, 110 West Main Street, Lancaster; Community Mental Health Center, 80 Goodrich Street; the Deaconess Center, 1001 Humboldt Parkway; Larkin Building, 729 Exchange Street, the Deaconess Family Planning Center and The Judge Joseph S. Mattina Community Health Center, 300 Niagara Street; will be included in the bargaining unit, in the job titles included in Appendix C, Professional Employees Salaries, of the Master Agreement.

Exclusions: All other employees, guards and supervisors as defined.

Section 3. The Employer will provide the Local Union on a monthly basis, a list of all newly hired employees, additions to the bargaining unit, transfers into or out of the bargaining unit, a list of terminations and deletions from the bargaining unit, a list of dual status employees, a list of name and address changes, a seniority list, and an alphabetical bargaining unit list with Social Security numbers.

**Article BGH/PROF#2  
Successorship**

The Employer agrees not to sell its business or any portion of its business at any of the Employers locations covered by this Agreement to a purchaser who would provide health care services without expressly providing in the contract of sale that the purchaser shall be bound by all of the contract rights of the employees under this collective bargaining agreement.

**Article BGH/PROF#3  
Agency Shop**

Section 1. All employees who are members of the Union on the effective date of this Agreement, shall, as a condition of employment, remain members for the term of this Agreement. All employees who wish to join the Union and do so after the effective date of this Agreement, shall, as a condition of employment, remain members of the Union for the term of this Agreement. The Employer will be given a current list of Union members on request, but not more often than once a month.

Section 2. Employees who have not joined and do not wish to join the Union must, after they have completed thirty (30) calendar days of continued employment or on the execution date of this Agreement if on that date they have been employed for thirty (30) calendar days, pay to the Union an amount equal to the then current dues (but no other charges) applicable to members as a contribution toward the administration of this Agreement. Employees who choose not to join the Union may authorize the payment of the Agency fee on a form which is the same as that shown in this Agreement except it will substitute the words “service charge equal to the monthly dues” for the words “the monthly dues and one initiation fee” in such authorization

**Article BGH/PROF#4**  
**Union Dues Deduction**

Section 1. The Employer agrees that upon receipt of an individual written request in a form approved by the Employer and signed by an employee covered by this Agreement, the Employer will deduct twenty-six (26) times per year from such employee’s wages union dues specified in such request, plus an initiation fee not to exceed \$25.00 in a single deduction, and forward the full amount thus deducted to the Secretary-Treasurer of the Union or his/her authorized agent as directed. The request may be revoked by the employee at any time upon their written request to the Employer, and such request should be directed to the appropriate Employer representative.

Section 2. In general, dues deductions will be made or revoked in designated pay periods in the current payroll for properly executed dues deductions authorizations or revocations received by the appropriate employer representative on or before the last day of the previous payroll period. However, the Employer assumes no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions, but will correct any errors made in making such deductions in the payroll period following notice of such errors. The Union further agrees to hold the Employer harmless for any and all claims arising out of claims under this Article.

Section 3. The Employer agrees to make payroll deductions of Union dues and one (1) initiation fee when authorized to do so by the employee on a form as set forth below in an amount as certified to the Employer by the Secretary-Treasurer of the Union and to pay over to the Secretary-Treasurer of the Union any amounts so deducted. Changes in the amount of monthly dues or the amount of the initiation fee will be certified to the Employer at least sixty (60) calendar days prior to the requested change.

**PAYROLL DEDUCTION AUTHORIZATION**

Name \_\_\_\_\_

Job Title \_\_\_\_\_

The undersigned hereby authorizes Kaleida Health System to deduct from my wages:

**CHECK EITHER:**

\_\_\_\_\_ MEMBER The monthly dues and one initiation fee as certified to the Employer from time to time by the Secretary-Treasurer of the Communications Workers of America, AFL-CIO, and remit same to the Secretary-Treasurer of the Communications Workers of America, AFL-CIO, as his/her duly authorized agent. This authorization may be revoked by me at any time by written request to the Employer and by sending a copy of such request to the Secretary-Treasurer of the Union, or

\_\_\_\_\_ AGENCY FEE PAYER A service charge equal to the monthly dues as certified to the Employer from time to time by the Secretary-Treasurer of the Communications Workers of America, AFL-CIO as his/her duly authorized agent. This authorization may be revoked by me at any time by written request to the Employer and by sending a copy of such request to the Secretary-Treasurer of the Union.

Union membership dues and agency fees are not deductible as charitable contributions for federal income tax purposes.

Dues and agency fees, however, may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Resident Address

\_\_\_\_\_  
City/Town State Zip Code

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date of Birth

**(FOR OFFICE USE ONLY)**

Date Received by Company \_\_\_\_\_

Date Effective \_\_\_\_\_

**Article BGH/PROF #5**  
**COPE Deductions**

Section 1. The Employer agrees that, upon receipt of an individual written request in a form approved by the Employer and signed by an employee covered by this Agreement, the Employer will deduct twenty-six (26) times per year from such employee's wages the amount indicated by the employee on the COPE deduction form, and forward the full amount thus deducted to the appropriate union's committee on political education. The request may be revoked by the employee at any time upon his/her written request to the Employer, and such request should be directed to the appropriate Employer representative.

Section 2. The Employer assumes no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions, but will correct any errors made in making such deductions in the payroll period following notice of such errors. The Union further agrees to hold the Employer harmless for any and all claims arising out of claims under this Article.

**Article BGH/PROF #6**  
**Bulletin Boards**

Section 1. The Employer will install and maintain glass enclosed bulletin boards for use by all bargaining units of the Union in designated and appropriate areas within the Corporation of such size, type and design as may be mutually agreed. Bulletin boards will be located in the:

- a.) High Street:
  - 1.) hallway outside of the cafeteria;
  - 2.) hallway in the Nursing Office;
  - 3.) M. Building; and
  - 4.) U Building.
  
- b.) Deaconess Center:
  - 1.) hallway outside of the Employee Relations Department; and
  - 2.) the basement locker room hallway.
  
- c.) Amherst General:
  - 1.) breakroom.
  
- d.) Judge Joseph S. Mattina Community Health Center:
  - 1.) outside of the breakroom.
  
- e.) Larkin Building:
  - 1.) Site to be determined.

Section 2. The following kinds of material or literature do not require prior advance notice:

- a.) notices of Union recreational or social affairs;

- b.) notices of Union elections;
- c.) notices of Union appointments and results of Union elections;
- d.) notices of Union meetings; and
- e.) Union educational publications.

Section 3. Bulletin boards will be used for factual and non-controversial material. The posting of material of a political nature, other than Union elections, of any kind is strictly prohibited.

### **Article BGH/PROF #7 Categories of Employees**

Section 1. A regular full-time employee is defined as one who is regularly scheduled to work:

- a.) thirty seven and one-half (37½) hours in a work week (or seventy-five [75] hours in a pay period); or
- b.) seventy (70) hours in one (1) work week and no hours in a second work week (for seventy [70] hours in a per period).

Section 2. A regular part-time employee is defined as one who is regularly scheduled to work less than thirty-seven and one-half (37½) hours but eighteen and three quarters (18¾) or more hours in a work week (or thirty-seven and one-half [37½] hours in a pay period).

Section 3. A per diem employee is defined as one who is scheduled as per Article 10 of the Master Agreement, Per Diem Employees.

Section 4. A temporary employee is defined as one who is scheduled as per Article 11 of the Master Agreement, Temporary Employees.

Section 5. A Flexible employee is defined as one who is scheduled as per Article 9 of the Master Agreement, Flexible Employees.

Section 6. A weekend employee is defined as one who is scheduled as per Article 12, of the Master Agreement, Weekend Employees.

### **Article BGH/PROF #8 Extended Shifts**

Section 1. Extended shifts are those that exceed the traditional eight (8) hour shift. For the purpose of this article, employees who work extended shifts shall be scheduled as follows:

- a.) Thirteen (13) Hour Shifts:

Employees who work twelve and one-half (12½) hour shifts shall be scheduled for thirteen (13) hours inclusive of a one-half (½) hour unpaid meal period.

b.) Twelve and One-Half (12½) Hour Shifts:

Employees who work twelve (12) hour shifts shall be scheduled for twelve and one-half (12½) hours inclusive of a one-half (½) hour unpaid meal period.

c.) Ten (10) Hour Shifts:

Employees who work ten (10) hour shifts shall be scheduled for ten (10) hours inclusive of a one-half (½) hour unpaid meal period. Full-time employees who work ten (10) hour shifts shall be scheduled one (1) shift of nine and one-half (9½) hours inclusive of a one-half (½) hour unpaid meal period.

Section 2. Floating will not occur on a major holiday unless employees in a department refuse benefit time and/or excused absence time.

Section 3. Employees shall work no more than three (3) weekend shifts in a four (4) week time block.

Section 4. All provisions of the Master Agreement and this Bargaining Unit Agreement shall apply unless specifically altered by the terms of this article.

Section 5. During the period of scheduled overlap between the day and night shifts, employees may elect to use paid time off or take excused absence time off without pay to cover time not worked.

Section 6. Regular full-time employees who formerly worked twelve and one-half (12½) hour shifts shall have the opportunity to make an advanced selection to be paid for three hundred (300) hours in an eight (8) week period through working additional hours and/or use of accrued PTO. It is understood that every effort to minimize overtime will be made if such additional hours are scheduled.

**Article BGH/PROF #9  
Paid Time Off Scheduling**

Section 1. When the department must remain open for the six (6) major holidays, employees working less than twelve and one-half (12½) hour shifts, will be required to work no more than one (1) holiday in each of the following groups of holidays on a rotating basis:

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

When the department is closed for the six (6) major holidays, or minimally staffed, those employees given the holiday off will not have their PTO hours count towards any of the maximum PTO allotments for those periods.

Section 2. When the department must remain open for the six (6) major holidays, employees scheduled to work greater than ten (10) hours shall be required to work no more than one (1) holiday in each of the following groups of holidays:

- a.) Memorial Day, Independence Day and Labor Day; and
- b.) Thanksgiving Day, Christmas Day and New Years' Day.

Section 3. Any employee may volunteer to work more than the required holiday commitment.

Section 4. Selection of the Holiday:

- a.) A sign up list will be posted by unit, not cost center, prior to the scheduling of each holiday group to indicate the holiday you are requesting to work.
- b.) If the distribution of staff is uneven then volunteers will be asked to change their holiday choice.
- c.) If no volunteer is found to change then the employee who is least senior and had the holiday off the previous year will be reassigned to another holiday in the group.
- d.) In the event that staff is not provided in a.-c. above, then volunteers will be requested to work an additional holiday. If staffing remains insufficient, it will be provided from a seniority list of the employees who have not worked the holiday in the past two (2) years with the least senior being utilized first. However, any one staff member will not work more than one (1) additional holiday in a calendar year.
- e.) If there is a decrease in the workload, then any employee required to work more than one (1) holiday in that group will be offered benefit time first. If there is more than one (1) employee in this category, benefit time will be offered by seniority. In the event there are no employees in this category, benefit time will be offered to staff members based on seniority.
- f.) Holiday commitments which occur during approved PTO will be met.
- g.) Switching of shifts or partial shifts between employees may occur after the schedule is posted and as per Article 13, Section 7 of the Master Agreement. Written requests must have signature of the affected employees. The initially scheduled holiday will be considered the holiday commitment.

- h.) Every effort will be made not to schedule an employee both the eve and the day of Christmas and New Year's.
- i.) Employees who volunteer to work more than one (1) holiday in a group will be considered last for benefit time off on the holiday they volunteered for.

Section 5. The calendar year will be divided into three (3) periods for pre-approved PTO.

- a.) Period 1 will be by November 1 of the preceding year for all time requests for January 2 – June 15; A minimum of one (1) week equivalent to an employee's FTE will be scheduled in period 1.
- b.) Period 2 will be by March 1 for the full calendar week which includes June 15 – the full calendar week which includes September 15, and December 20 – January 1 (referred to as "Prime Time"). A maximum of seventy-five (75) hours can be requested for all full-time employees and for regular part-time employees a maximum equivalent to their category of employment (i.e., = .6RPT = 45 hours); and
- c.) Period 3 will be by July 1 for remainder of the year.

Requests submitted after these dates will be considered in the order in which they are received. Any open pre-scheduled time that remains after the above cut off dates will be filled on a first come, first serve basis. If two (2) or more requests are submitted in the same day it will be decided by seniority. Such PTO requests will not be held to the maximum limits in prime time.

Annually, the Employer will post the minimum number of PTO hours available per week, based on the current staff's annual PTO accrual.

Employees will be notified of approval or denial within thirty (30) calendar days from the date requests are due. Unless there are extenuating circumstances that adversely affect the Employer's ability to provide notification, failure to do so within thirty (30) days will result in the Employee's PTO request to be considered approved by default.

Section 6. For PTO requested during the period of time between June 15 – September 15 and December 20 – January 1, every employee will first be offered one (1) week of prime time PTO in seniority order. Once every employee has been offered one (1) week of prime time PTO open weeks will be offered to employees in seniority order. It is understood by the parties that days off may be scheduled at the beginning and/or end of a PTO period.

Section 7. Routine time requests for individual PTO days will not be held to the maximum limits in prime time. 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. In case of conflict, approval of these time requests will be evenly distributed, and will not be arbitrarily denied.

Section 8. PTO schedules for employees from other bargaining units, may not interfere with employees of this bargaining unit. PTO schedules for management employees may not interfere with the scheduling of bargaining unit personnel.

Section 9. Should an employee desire to change approved PTO, the employee must submit the change at least thirty (30) days prior to the first day of the month in which the PTO is requested.

Section 10. Approved PTO will not be changed when personnel must transfer, without the consent of the employee, in instance of layoff, unit closure or transfers because of an administrative decision. In each of the above instances, approved PTO requests will be honored. When a transfer to another cost center or change in status occurs, at the employee's request, approved PTO requests must be resubmitted. However, every attempt will be made to accommodate the employee's previously approved PTO schedule.

Section 11. Employees must use PTO in increments of fifteen minutes ( $\frac{1}{4}$  hour) or more.

Section 12. Previously approved PTO will be redistributed as outlined below:

- a.) When PTO becomes available due to employee give back, it will be redistributed per letter c. below.
- b.) In the event PTO hours are to be redistributed due to New York State Disability\*, Workers' Compensation\*, Leave of Absence\*, and/or vacated positions, redistribution will be per letter c. below. In these circumstances, the decision of management to redistribute those PTO hours will not be arbitrary.
- c.) Each unit will follow a process to ensure that employees previously denied PTO hours will have first choice to be granted those available PTO hours.

After the above process has been completed, if there are remaining PTO hours available, they will be granted on a first come first serve basis.

\* For those employees out on New York State Disability, Workers' Compensation or leave of absence, the time will become available for redistribution as soon as it is reasonably known that the employee will not be returning prior to when the PTO is scheduled.

### **Article BGH/PROF #10 Shift Rotation**

Section 1. Full-time and regular part-time employees who are employed in the cost center and/or sections that have scheduled shift work, shall be rotated for staffing coverage on the evening and night shifts in order to meet unforeseen staffing needs as follows:

- a.) request volunteers to rotate to the off shift;

- b.) extra time on the off shift will be offered to regular part-time and per diem employees;
- c.) the least senior employee from among non-probationary employees in the same cost center;
- d.) Once the least senior employee has rotated a number of times equal to no more than one-quarter (1/4) of their regularly scheduled shifts within a pay period the next least-senior employee will be rotated in the same fashion.

It is understood by the parties that shift rotation shall occur only after all other reasonable alternatives have been exhausted.

Section 2. No employee shall be assigned to work more than two (2) different shifts in any four (4) week time period. Employees rotated from 7:00 a.m. – 3:00 p.m. to 3:00 p.m. – 11:00 p.m. shall be offered the option of having a long day scheduled after the 3:00 p.m. – 11:00 p.m. rotation, whenever reasonably possible.

Section 3. Employees shall not be assigned to rotate to an alternate shift on a holiday.

### **Article BGH/PROF #11 Pharmacy Shift Rotation**

Section 1. Schedules will be prepared covering a four (4) week time block.

Section 2. Employees can volunteer to rotate to the evening and night shift without limitation. Volunteering will not count as rotation commitment.

Section 3. It is understood that total rotation to off shifts will be done so that no higher-seniority Pharmacist will rotate to a greater extent than a lower-seniority Pharmacist over the course of any time block. The following sections will detail how specific rotations will be accomplished.

Section 4. Single Night Rotation: Night rotation will use a 3 tier system:

- a.) Full-time employees with less than twenty (20) years of seniority (non-probationary) as a pharmacist will initially rotate as needed up to four (4) times per calendar year. Part-time employees will rotate to an amount equal to their FTE times 4. E.g., a .5 FTE pharmacist will rotate initially two (2) times per year (.5 x 4 = 2).
- b.) If additional rotations are needed, employees with less than ten (10) years seniority will each rotate one (1) additional time (i.e., 5 times total), in inverse order of seniority.

- c.) If further night shift vacancies exist then Pharmacists with twenty (20) years experience or greater will rotate, beginning with least senior in this group, up to two times per year (prorated by their FTE).
- d.) If the above method is still insufficient to cover all open single night shifts then all pharmacists will rotate additional night shifts, in inverse order of seniority, until all single open shifts are covered. Greater needs will be met in the same fashion, with less senior employees first rotating an additional shift, then more senior employees rotating an additional shift.

Section 5. Multiple Night Shift Rotation

The same basic system of three (3) tiers as in Section 3. above will be used. For the purposes of this section one (1) occurrence will be considered one of the following:

- \* 4 consecutive nights of the 7 on/7 off shift;
- \* 3 consecutive nights of the 7 on/7 off shift plus one other 10-hour shift (day or evening);
- \* The 4 x 10 hour night shift (Monday through Thursday);
- \* The 5 x 7.5 hour night shift (Monday through Friday, 11:00 p.m. to 7:00 a.m.). Working this shift will count as both one (1) occurrence under Section 4. and one (1) night shift under Section 3.

If the rotating Pharmacist opts to work the full seven (7) days of the 7 on/7 off then this will be considered two (2) occurrences.

It is understood that preference will be given to the Pharmacist who opts to work the full seven (7) days of the 7 on/7 off shift. In other words if the Pharmacist next on the list to cover 7 on/7 off shift declines to work the full week then the option passes to the next most senior Pharmacist in the group as listed below. If each Pharmacist in the seniority group declines the full week then the shift returns to those first two on the list and is split among them with most senior having the choice.

- a.) Full-time employees with less than twenty (20) years seniority (non-probationary) as a Pharmacist will initially rotate as needed up to four (4) occurrences per calendar year. Part-time employees will rotate to an amount equal to the FTE x 4.
- b.) If additional rotations are needed, employees with less than ten (10) years seniority will each rotate one (1) additional time (i.e., now a total of five [5] occurrences), in inverse order of seniority.
- c.) If further rotations are needed then Pharmacists with twenty (20) years experience or greater will rotate, beginning with least senior in this group, up to one (1) occurrence per year (or as prorated by their FTE).

- d.) If the above method is still insufficient to cover all open night shifts then all Pharmacists will rotate additional night shifts (occurrences), in inverse order of seniority, until all open shifts are covered. Greater needs will be met in the same fashion, with less senior employees first rotating an additional occurrence, then more senior employees rotating an additional occurrence.

Section 6. No employee will be assigned to work more than two (2) different shifts in any seven (7) day period.

### **Article BGH/PROF #12**

#### **Floating**

It is understood that if floating is required, it will be done as follows:

- 1.) In the event Agency/Travel personnel are scheduled to work a particular shift they will be required to float first provided that all competencies for patient care have been met.
- 2.) A list of regular employees assigned to a unit shall be developed in inverse order of seniority.
- 3.) The least senior employee will float first, with subsequent floating being assigned until all employees have been floated.
- 4.) If an employee volunteers to float, it shall be credited to that employee, and he/she shall not be required to float when the duty rotates to him/her.
- 5.) No employee will be required to float, unless they meet the qualifications for working in that area. It is understood that an employee will not be given the sole accountability for a patient and/or assignment if floated to a work location which is outside of his/her area of practice.
- 6.) An employee scheduled to work who is in orientation (training) will not be required to float. If appropriate, an orient may float with their trainer.
- 7.) If an employee is floated and the employee is no longer needed he/she will return to his/her own unit/department.

### **Article BGH/PROF #13**

#### **Layoff and Recall**

Section 1. In the event it is necessary to layoff employees covered by this Agreement, or to eliminate a filled position covered by this Agreement, such layoffs or eliminations will be done as follows:

- a.) by providing the Union with the complete plan for staff reduction within the bargaining unit and by complying with the notification and information requirement outlined in Article 58, Job Security (inclusive of seniority lists by full bargaining unit and cost center);
- b.) before beginning layoff, verify any recent changes with the appropriate managers, prior to effecting the bump;
- c.) by subjecting to layoff the least senior employee or employees in the job title unit/cost center, category of employment and shift.
- d.) all temporary and then probationary employees in the job title, category unit/cost center and shift in which a layoff is to occur will be terminated prior to any regular employee in that job title, cost center and shift, being subject to layoff;
- e.) an employee with seniority who is subject to layoff will have the option of a bump within his/her unit/cost center within the same job title, but to a different category of employment and/or to a different shift, except per diem employees who will only have options to other per diem positions;
- f.) vacancies that may be filled by employees who are subject to layoff will be limited to those that exist on the day that the layoff options are given to the first affected employee in the job title or grade level in the bargaining unit;
- g.) all positions which become vacant during the layoff procedure will be posted and filled as per Article 45, Job Bidding and Transfers;
- h.) regular part-time employees with seniority who are subject to layoff will have the option to bump the least senior regular part-time employee who is hired to work the equivalent number of hours. For example: a regular part-time employee who is hired to work thirty (30) hours per week may bump the least senior employee who is hired to work thirty (30) hours per week; in accordance with Section 1.e. above, followed by the steps in Section 2. below;
- i.) when it is necessary to permanently change the number of employees on a shift within a unit/cost center, such a change will be made first by requesting volunteers in seniority order from within the unit/cost center. If there are no volunteers, the least senior employee on the shift to be reduced may choose to be subject to layoff as per Section 1.e. above, followed by the steps in Section 2. below or be transferred to the shift on which additional staffing is needed;
- j.) it is agreed and understood that employees shall serve a sixty (60) working day trial period if for any reason under this Article they are placed in a position which requires substantive variations in techniques and procedures utilized in the performance of their job. Failure to complete the trial period (voluntary or

involuntary) shall result in that employee being laid-off with recall rights but no bumping rights.

- k.) an employee may volunteer to be subjected to layoff by seniority, in the job title, unit/cost center, category of employment and shift.
- l.) For the purposes of this Article, the parties acknowledge there are day, evening and night shifts; specifically eight (8) hour day, evening and night shifts; ten (10) hour day, evening and night shifts; twelve and one-half (12½) and thirteen (13) hour day, evening and night shifts. Employees subject to layoff may choose to be given their options based on their specified shift. If their specific hours of work are not available they will be given their options according to the appropriate shift, day, evening or night shift.

Section 2. When an employee with seniority is subject to layoff, or has position eliminated under Section 1. above, such affected employee will be placed in a position in the bargaining unit in the following sequence:

Step 1: They shall be assigned to any vacant position in the bargaining unit which is in their category of employment, job title and shift. The employee subject to layoff may also choose job vacancies within their grade level, category of employment and/or shift. Temporary positions are not included in this process unless the employee chooses a temporary position. It is understood that an employee who chooses a temporary position at this step shall be placed as if they were originally subject to layoff, once the temporary position has ended. If the employee opts to drop shift as a requirement for placement, they may do so at any step. If there is a vacancy in another category of employment with lesser hours which has not been filled by an employee in that category during Step 1. of this procedure, an employee may opt to fill that vacancy.

Step 2: If no such vacancy exists, they would be permitted to bump any probationary employee in their category of employment, job title and shift.

Step 3: If there are no probationary employees who may be bumped, then the employee subject to layoff may bump the least senior employee in their category of employment, job title and shift, provided the employee meets the requirements for hiring into that position.

Step 4: If the employee cannot be placed in their category of employment, job title and shift, they shall be offered the option to bump the least senior employee in their job title and shift. The word “offered” means the employee cannot be forced, but can opt to go to Step 5.

Step 5: If the employee cannot be placed within their category of employment, job title and shift they shall be assigned to any vacant position in the bargaining unit which is in their category of employment, job title and shift.

- Step 6: If no such vacancy exists, they would be permitted to bump any probationary employee in their category of employment, in the same job title in the bargaining unit and in the same shift.
- Step 7: If there are no probationary employees who may be bumped, then the employees subject to layoff may bump the least senior employee in their category of employment, job title in the bargaining unit and the same shift.
- Step 8: If the employee cannot be placed within their job title, then they will be assigned to any vacant position in their category of employment, grade level and shift provided the employee meets the requirements for hiring into that position.
- Step 9: If no vacancy exists, the employee will bump any probationary employee in their category of employment and grade level provided the employee meets the requirements for hiring into that position.
- Step 10: If there are no probationary employees who may be bumped in Step Nine (9) above, then the employee may bump the least senior employee in their category of employment and grade level provided the employee has more seniority than the least senior employee and has the ability to perform the work inclusive of the requirements for hiring into the position.
- Step 11: If the employee cannot be placed in their category of employment and grade level, they will be offered to bump the least senior employee in any category of employment in their grade level, provided they meet the requirements for hiring into that position. The word “offered” means the employee cannot be forced, but can opt to go to Step 12.
- Step 12: If the employee cannot be placed within a position in their category of employment and grade level by Step Eleven (11) above, then the above steps five (5) through eleven (11) will be repeated in the next lower grade level and then to subsequent lower grade levels until placed into a position or laid-off.

The Employer will decide in all cases whether there is vacancy.

Section 3. When an employee is bumped, they will have all the rights of this Article as if they were originally subject to layoff.

Section 4. At other than Step One (1), the employee may elect a layoff. A refusal to accept a position for which the employee meets the requirements will result in the employee being laid-off at that point.

Section 5. It is understood that the employee response must be provided to the appropriate Human Resource personnel within twenty-four (24) hours of the time they were informed of their option(s) if their vacancy or bump option is to a position that is the same job title, category of employment, shift and shift duration. In the event the employee’s option is to a vacancy or

bump that is not their job title, category of employment, shift, and shift duration, a response must be provided to the appropriate Human Resources personnel within forty-eight (48) hours of the time the employee was informed of their option(s). Failure to timely respond shall be considered as a waiver of the option(s) and the employee will be laid off.

Section 6. The Employee shall be given a minimum of seven (7) days notice of layoff.

Section 7. When questions arise regarding the ability to perform the work, the burden of proof will rest with the Union.

Section 8. Employees will be recalled from layoff in order of seniority to any open job within the bargaining unit provided they have the ability to perform the work available. If the opening is in a different job title, category of employment or shift, they will have the option to refuse such offer up to two (2) times during the layoff period. Following such refusal the employee will continue to have recall rights to a position in their job title, category of employment and shift.

Section 9. Recalls from layoff will be by certified mail to the employee's last known address, and will give the employee a minimum of fourteen (14) calendar days to report for work after such notification.

#### **Article BGH/PROF #14 Downsizing**

Section 1. The Employer and the Union recognized the need for a system to temporarily downsize the staff if the census/workload drops in an area of the facilities where members covered by this Agreement are employed. If it becomes necessary to temporarily reduce the number of employees in a particular department or unit, the reduction will be completed as follows:

- a.) Any scheduled Agency/Traveler personnel in the units/departments will be cancelled/Floated.
- b.) Any scheduled overtime (time paid at time and one-half) will be canceled.
- c.) Volunteers will be offered paid time off in order of seniority on a continuously rotating basis.
- d.) Volunteers will be offered excused absence time without pay in order of seniority on a continuously rotating basis.
- e.) Per diem employees who are scheduled will be canceled and/or assigned as per needs with the department.

- f.) Any scheduled hours in excess of an employee's normal work week or in the case of regular part-time employees in excess of the minimum weekly hours for which they were hired will be canceled in inverse order of seniority. Such employees may use accrued Paid Time Off.
- g.) Flexible employees will be flexed down per Article 9 of the Master Agreement. If more than one (1) flexible employee works on a unit/department, employees will be flexed down on a rotating basis.

Section 2. The Employer will contact bargaining unit members at least one (1) hour prior to the start of the shift if they are to be cancelled.

It is understood that if the steps a.) – f.) above do not result in appropriate downsizing, floating, if practicable, will be done as **per Article 12 BGH/PROF, Floating.**

#### **Article BGH/PROF #15 Unit/Department Closure**

It is understood by the Union, that the Employer may elect to temporarily close a unit due to fluctuations in the volume/census, in which case the following process for staffing will occur.

- a.) The Employer is responsible for notification to all affected employees of unit closures and unit re-openings. It is also understood that the same notification will be provided to the Union.
- b.) When it is known in advance that an employee's unit will be closed, the affected employees will not be required to report for work, and will have the option to take either PTO or excused absence.

In the event that the employees on the closed unit(s) elect to report for work and to be floated, the process in Article 12, BGH/PROF, Floating will be followed.

**Article BGH/PROF #16**  
**Duration**

This bargaining unit agreement shall be effective as of June 1, 2008 and shall remain in full force until and including May 31, 2011.

This agreement has been entered into this 1st day of June, 2008.

For Kaleida Health:

For Communications Workers of America,  
AFL-CIO:

\_\_\_\_\_  
Michael A. Connors  
Associate General Counsel

\_\_\_\_\_  
Debora M. Hayes, CWA  
Staff Representative

\_\_\_\_\_  
James A. Hannotte, CWA  
Bargaining Representative

**Memorandum of Understanding BGH/PROF #1**  
**Categories of Employees**

It is understood by and between the parties hereto that Article 7, Categories of Employees, Section 1.b refers to the schedule currently worked by Pharmacists. In accordance with the provisions of the Fair Labor Standards Act wages shall be paid to these employees as follows:

Overtime premium of time and one-half the employee's normal hourly rate shall not be paid for hours in excess of forty (40) in a work week, but shall be paid for all hours in excess of eight (8) in a day.

Dated: Buffalo, New York  
May \_\_\_\_\_, 2008

For Kaleida:

For the Union:

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