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**DeGraff Memorial Hospital**  
**Registered Nurse Bargaining Unit**

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**Article DMH/RN #1  
Recognition**

Section 1. The Employer hereby recognizes the Union as the exclusive 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 certified by the National Labor Relations Board in Case 3-RC-10545.

Section 2. Except as excluded below, all Registered Nurses in all categories of employment, employed by Kaleida Health at its DeGraff Memorial Hospital, 445 Tremont Street will be included in the bargaining unit.

Cardiac Service Nurse  
Clinical Nurse Educator  
Critical Care Nurse  
Infection Control Practitioner  
Interventional Nurse  
Medical-Surgical Nurse  
Nurse Practitioner  
Patient Care Coordinator  
Resident Care Coordinator  
RNFA  
Special Procedure Nurse  
Staff Nurse SNF  
Surgical Service Nurse

All other employees including, but not limited to, Registered Nurses who work in Employee Health, Human Resources or Risk Management; RCC/Relief Charge Nurses; Nurse Managers, Associate Nurse Managers, Administrative Nurse Manager, non-nurse professional employees, technical employees, office clerical employees, guards and supervisors are excluded.

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

**Article DMH/RN #2  
Successorship**

The Employer agrees not to sell its business or any portion of its business at any of the Employers location 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 DMH/RN #3**  
**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 shall be located in the hallway directly across from the entrance to the cafeteria (glass enclosed). It is also agreed that additional space for Union information shall be provided on all other bulletin boards used for employee information.

A table will be provided in the cafeteria for the distribution of other Union material.

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.

**Article DMH/RN #4**  
**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 for employees working eight (8) hour shifts (or seventy-five [75] hours in a pay period for employees working the 11:00 p.m. to 7:00 a.m. shift);
- b.) thirty-seven and one-half (37½) hours in a work week for employees working ten (10) hour shifts.;
- c.) thirty-seven and one-half (37½) hours in a work week for employees working thirteen (13) hour shifts; or
- d.) thirty-six (36) hours in a work week for employees working twelve and one-half (12½) hour shifts.

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 twelve (12) or more hours in a work week.

Section 3. A flex employee is defined as one who is scheduled as per Article DMH/RN #7, Flex Employees.

Section 4. A per diem employee is defined as one who is scheduled as per Article 10, Per Diem Employees, of the Master Agreement.

Section 5. A temporary employee is defined as one who is scheduled as per Article 11, Temporary Employees, of the Master Agreement.

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

Section 7. A Seasonal Employee is defined as one who is scheduled as per Article \_\_\_\_\_, Seasonal Employees, of the Master Agreement.

#### **Article DMH/RN #5 Hours of Work for Weekend Commitment**

Section 1. In the event that the employee requests his/her weekend off, it is understood that the employee will be responsible to provide coverage acceptable to the Employer. If a suitable switch cannot be arranged, the least senior employee in that department/nursing unit, job title, and shift who owes a make-up weekend shift will be scheduled to provide the requested coverage.

Section 2. Full-time, flex, and regular part-time employees working eight (8) or ten (10) hour shifts shall be entitled to every other weekend off.

Section 3. The weekend shift shall be Friday and Saturday for employees working eight (8) or ten (10) hour shifts on the night shift.

Section 4. Full-time, flex, and regular part-time employees working twelve and one-half (12½) or thirteen (13) hour shifts shall be normally scheduled to work every third (3<sup>rd</sup>) weekend. If additional weekend shifts are necessary, the following procedure shall apply:

- a.) volunteers will be solicited;
- b.) all per diems shall be scheduled their weekend commitment; and
- c.) one (1) additional shift per four (4) week time block, on a rotating basis, in inverse order of seniority, may be scheduled.

Section 5. The weekend shift shall be Saturday and Sunday for those employees working twelve and one-half (12½) or thirteen (13) hour shifts.

Section 6. If the number of staff available to be scheduled on a weekend day exceeds the requirement for the unit, additional weekend time off may be offered by descending seniority on a rotating basis. The employee will be scheduled on an alternate day during the week if there is a need or may use PTO if there is no need.

### **Article DMH/RN #6 Extended Shifts**

Section 1. Extended shifts are those scheduled longer than the regularly scheduled eight (8) hour shift (inclusive of a one-half [½] hour unpaid meal period, not exceeding thirty-seven and one-half (37½) hours per week, thus decreasing the actual number of days the employee works per week.

Such extended shifts are as follows:

- a.) 13 hour shifts:  
The normal work week for full-time employees will consist of three (3), thirteen (13) hour shifts, each with an unpaid one-half (½) hour meal period. Full-time employees work thirty-seven and one-half (37½) hours per week. Employees are not scheduled for more than two (2) consecutive days unless mutually agreed upon.
  
- b.) 12½ hour shifts:  
The normal work week for a full-time employee will consist of three (3), twelve and one-half (12½) hour shifts each with an unpaid one-half hour (½) meal period. Full-time employees work thirty-six (36) hours per week. Employees are not scheduled for more than two (2) consecutive days unless mutually agreed upon.
  
- c.) 10 hour shifts:  
The normal work week for full-time employees will consist of three (3), ten (10) hour shifts, one (1) nine and one-half (9½) hour shift each with an unpaid one-half (½) hour meal period. Full-time employees work thirty-seven and one-half (37½) hours per week. Employees are not scheduled for more than four (4) consecutive days unless mutually agreed upon.

Section 2. Employees may request to use PTO or excused absence to cover time not worked during the scheduled overlap of shifts. It is understood that this is an exception to the normal requirement that PTO be used in one (1) hour increments.

Section 3. Regular full-time employees who formerly worked thirty-seven and one-half (37½) hours in a week and now remain full-time employees but work less than thirty-seven and one-half (37½) hours in a week 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 using accrued PTO. The employee will not be mandated, but will have the option to work the hours necessary to be made whole. It is understood that every effort will be made to minimize overtime if such additional hours are scheduled. No employee, however, will be required to work less than four (4) hours per shift.

If additional hours are needed, the Employer will offer such hours as set forth in paragraph one (1) above to employees who voluntarily transfer into, or new hires into, a full-time thirty-six (36) hour extended shift providing such employees have requested these additional hours in writing. It is understood, however that all such hours will be at straight time, except that once an employee hits forty (40) hours in a work week he/she will be paid at one and one one-half (1½) times his/her base rate.

Section 4. All other applicable provisions of the Master and this Bargaining Unit Agreement continue to apply unless specifically negated by the terms of this Article.

#### **Article DMH/RN #7 Flex Employees**

Section 1. A flex employee is one who is hired for a specific number of hours per week for the purposes of full-time benefit calculations, but works on an as needed basis. Flex employees respond to variations in workload created by increases or decreases in census and/or acuity and also provide general staffing relief for planned and unplanned absences.

Section 2. A flex employee shall be scheduled for full-time hours but will not be flexed less than one-half (0.5) FTE per pay period.

Section 3. All flex positions will be posted and filled as per Article 45, Job Bidding and Transfers.

Section 4. A flex employee is considered as full-time for all benefit calculations. However, in all cases, the terms of the Retirement Plan shall prevail.

Section 5. Regular part-time vacant positions will be presented to the Job Security Committee for discussion prior to conversion.

Section 6. When there is a need to temporarily downsize staff who are already on the premises, the manager/designee responsible for that area will determine if there is a need for staffing in other work areas, and if so, reassign staff pursuant to Article DMH.RN #12, Floating.

Section 7. If it becomes necessary to further reduce the number of staff in a particular department/nursing unit temporarily, the reduction will be completed pursuant to Article DMH/RN #14, Downsizing.

Section 8. Flex employees shall be guaranteed four (4) hours of work once their work assignment has been initiated.

If a flexible employee is cancelled more than eight (8) hours prior to the start of his/her shift, he/she will have no further obligation to be available as set forth in Section 10 below.

If a flexible employee reports to work and is cancelled prior to accepting a work assignment, he/she will have no further obligation to be available as set forth in Section 10 below.

Section 9. When there is a need to decrease staffing through flexing, every reasonable effort will be made to contact the flex employee one (1) hour prior to his/her reporting to work. If the Employer is unable to contact the employee in this time frame, the flex employee's shift may be canceled, if done prior to the initiation of the employee's work assignment. A flex employee will be considered "flexed" when he/she receives the call from his/her manager or designee, that he/she is not required to report to work, and regardless of whether or not wages were lost.

Section 10. The flex employee working eight (8) or ten (10) hour shifts will be available to be called into work within the first two (2) hours of the canceled shift as long as such need starts within the same two (2) hours. Flex employees working twelve and one-half (12½) or thirteen (13) hour shifts will be available to be called into work within the first four (4) hours of the canceled shift as long as such need starts within the same four (4) hours. If the need for additional staffing arises after the appropriate availability period, it is agreed and understood that the Employer may contact the flex employee, however, the flex employee has no obligation to report to work.

Section 11. When a work shift is canceled or the flex employee works a partial shift, the flex employee may choose to take time off without pay or may utilize available Paid Time Off (PTO).

Section 12. Flexible employees who are downsized may volunteer to be transferred to other sites to provide assistance in staffing problems caused by planned or unplanned absences, census fluctuation or special project needs.

Section 13. Any flexible employee, who has volunteered to transfer in accordance with Section 12 above, will:

- a.) receive an hourly premium equal to ten percent (10%) of the base salary rate for each hour worked at the receiving site;
- b.) remain a member of his/her bargaining unit and will be covered by the terms and conditions of his/her contract;

- c.) receive a site specific orientation at the new site;
- d.) be held harmless from any additional costs for parking; and
- e.) must meet the basic core competencies for the work to be performed at the receiving site.

Section 14. It is understood that this article will not be amended or altered by Article 9, Flexible Employees, of the Master Agreement.

Section 15. The Employer shall provide the Union with a list of all flexible employees and the number of hours flexed on a quarterly basis. The hospital will provide the number of flex hours as technology becomes available.

### **Article DMH/RN #8 Grandfathering of Per Diem Employees**

Section 1. For per diem employees hired prior to December 1, 2000, the following work requirements will apply:

- a.) Per diem employees will be required to work a minimum of twelve (12), seven and one-half (7½) hour shifts per calendar year, or the equivalent in hours (ninety [90] hours per calendar year), in order to maintain per diem status. Such requirements will include four (4) weekend shifts per year.
- b.) It is agreed and understood that such time worked shall be distributed throughout the year.
- c.) Per diem employees may work more time than minimally required; however, there is no guarantee to the amount of time that will be available for the per diem employee to work.

Section 2. Should the Employer be unable to provide the minimum twelve (12) shifts per year, such employee will maintain his/her per diem category providing such employee has submitted requests in accordance with Section 3. to work for at least six (6) shifts during the year (three [3] shifts in six [6] months) and has actually worked six (6) shifts during the year (three [3] shifts in six [6] months).

Section 3. Per diem employees may submit their schedule requests in writing, on the Per Diem Schedule Request form, at least one (1) week in advance of the date that the schedule is due to be posted.

Section 4. The attendance of per diem employees will be reviewed every six (6) months. If a per diem employee does not comply with the minimum work requirements where opportunities have been offered on the shifts and department/units for which the employee has agreed to be

available, a written warning shall be issued. On the second occasion of noncompliance, the per diem employee will be terminated.

**Article DMH/RN #9  
Paid Time Off (PTO) Accrual**

Section 1. Newly hired employees will begin accruing PTO upon the completion of the probationary period; therefore, the maximum annual hours and days for year 1, will be lower, as per Article 20, Paid Time Off, Section 1 of the Master Agreement.

**Article DMH/RN #10  
Paid Time Off (PTO) Scheduling**

Section 1. Requests for PTO of one (1) or more consecutive weeks shall be requested on the appropriate form as follows:

- a.) by November 1 of the preceding year for all requests from January 1 to March 31;
- b.) by January 1 for all requests from April 1 to June 30;
- c.) by March 1 for all requests from July 1 to September 30; and
- d.) by July 1 for all requests from October 1 to December 31.

Requests submitted after these dates will be approved on a first come, first serve basis, based on availability of weeks left to schedule after all requests that were received on time have been approved and scheduled. If two(2) or more requests are submitted on the same day it will be decided by seniority.

All time requests shall be scheduled subject to the staffing requirements of each department/unit.

Employees will be notified of approved PTO requests for one (1) or more consecutive weeks, no later than two (2) weeks after the cut off dates outlined above, and a copy of the time request form will be returned to the employee.

Section 2. For PTO requests during the period of time from May 15 to September 15 at least one (1) week will be granted. All requests for a second week of PTO during this time period shall be considered and granted, if possible, before any individual's request for three (3) weeks or more is considered.

Section 3. Where there is a conflict in approving PTO selection, the highest seniority date shall govern. Requests for PTO of one (1) or more weeks that include a major holiday shall be granted by seniority on a rotating basis. It is also understood that individual PTO days shall not be unreasonably denied.

Section 4. Should the employee desire to change an approved PTO, the employee may submit the change at least thirty (30) days prior to the first (1<sup>st</sup>) day of the month in which the PTO is requested.

Section 5. Approved PTO may not be changed when personnel must transfer without the consent of the employee, in instance of layoffs, unit closings or transfers because of 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 request must be resubmitted. However, every attempt will be made to accommodate the employee's previously approved PTO request.

Section 6. Employees may request the use of PTO in no less than one (1) hour increments.

Section 7. Time requests for individual PTO days scheduled off must be reduced to writing on the prescribed form, and submitted to the responsible supervisor/department manager 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 8. Routine time requests for individual PTO days will not be held to the maximum limits in prime time and will be considered and granted contingent upon the Employer's ability to staff for the requested day. 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 9. When the department must remain open for any one of the six (6) major holidays, employees working less than twelve and one-half (12½) hour shifts shall be required to work no more than one (1) in each of the following groups:

- a.) Memorial Day or Independence Day;
- b.) Labor Day or Thanksgiving Day;
- c.) Christmas Day or New Year's Day; and
- d.) Holiday hours moved to Master Agreement.

Section 10. The final work assignment, for the six (6) major holidays, Christmas Eve, and New Year's Eve, will be posted six (6) weeks prior to the holiday.

Section 11. Selection of the major holidays will be determined as follows:

- a.) A preference list shall be posted prior to the scheduling of each holiday group in order for employees to indicate their preference. If the distribution of the staff is uneven, then volunteers will be requested.
- b.) In the event that staffing is not provided for in paragraph a.) above, then the employee who is least senior and had the holiday off the previous year shall be reassigned to another holiday group. If staffing remains insufficient, it shall be provided from a seniority list with the least senior employee being utilized first. Once the list has been rotated through in each holiday group, the process will then begin again with the least senior employee. However, no staff member shall be required to work more than one (1) additional holiday in a calendar year, unless he/she volunteers to do so.
- c.) No employee shall work more than three (3) of the major holidays in one (1) calendar year, unless he or she volunteers to do so.
- d.) If the unit census/patient acuity decreases, then employees committed to work more than one (1) holiday in either group shall be offered PTO first. If there is more than one (1) employee in this category, PTO will be offered by seniority. It is understood that the Nursing Department utilizes the entries in the "EA Book" when offering PTO.
- e.) In the event there are no employees in this category, as in paragraph d.) above, PTO shall be offered to other staff members based on seniority. It is understood that the Nursing Department utilizes the entries in the "EA Book" when offering PTO.
- f.) Holiday commitments that occur during approved PTO will be met.
- g.) Switching of shifts or partial shifts between employees may occur, with the department managers' approval. A single request form must be submitted to the immediate supervisor/department manager, signed by both employees affected. See Appendix D Time Request form. In such cases where an employee's schedule prohibits the submission of a written request, such employee may contact his/her supervisor/department manager to request approval for a switch of shift followed by the written request. The initially scheduled holiday shall be considered the holiday commitment.
- h.) An employee will not be scheduled to work both the eve and the day of Christmas or New Year's, unless he or she volunteers to do so.

Section 12. For employees who work thirteen (13) and twelve and one-half (12½) hour shifts, a rotating holiday commitment shall be established for the six (6) major holidays, defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

- a.) All affected employees will be required to work one (1) major holiday in each of the following groups:
  - 1.) Memorial Day, Independence Day or Labor Day; and
  - 2.) Thanksgiving Day, Christmas Day or New Year's Day.
- b.) Any employee may volunteer to work more than two (2) holidays.
- c.) Holiday hours moved to the Master Agreement.

Section 13. Selection of the major holidays will be determined as follows:

- a.) A preference list shall be posted prior to the scheduling of each holiday group in order for employees to indicate their preference. If the distribution of the staff is uneven, then volunteers will be requested.
- b.) In the event that staffing is not provided for in paragraph a.) above, then the employee who is least senior and had the holiday off the past two (2) years, shall be reassigned to another holiday group. If staffing remains insufficient, it shall be provided from a seniority list with the least senior employee being utilized first. Once the list has been rotated through in each holiday group, the process will then begin again with the least senior employee. However, no staff member shall be required to work more than one (1) additional holiday in a calendar year, unless he/she volunteers to do so.
- c.) No employee shall work more than two (2) of the major holidays in one (1) calendar year, unless he/she volunteers to do so.
- d.) If the unit census/patient acuity decreases, then employees committed to work more than one (1) holiday in either group shall be offered PTO first. If there is more than one (1) employee in this category, PTO will be offered by seniority. It is understood that the Nursing Department utilizes the entries in the "EA Book" when offering PTO.
- e.) In the event there are no employees in this category, as in paragraph d.) above, PTO shall be offered to other staff members based on seniority. It is understood that the Nursing Department utilizes the entries in the "EA Book" when offering PTO.
- f.) Holiday commitments that occur during approved PTO will be met.
- g.) Switching of shifts or partial shifts between employees may occur, with the department managers' approval. A single request form must be submitted to the immediate supervisor/department manager, signed by both employees affected. In such cases where an employee's schedule prohibits the submission of a written

request, such employee may contact his/her supervisor/department manager to request approval for a switch of shift followed by the written request. The initially scheduled holiday shall be considered the holiday commitment.

- h.) An employee will not be scheduled to work both the eve and day of Christmas or New Year's, unless he or she volunteers to do so.

### **Article DMH/RN #11 Shift Rotation**

Section 1. If it becomes necessary to have employees rotate from days to an evening or night shift in order to meet staffing needs, it shall be done on a voluntary basis, then on an inverse seniority basis from among non-probationary employees in the same department/unit. Shift rotation shall occur only after all other reasonable alternatives have been exhausted, such as offering extra time to regular part-time employees or scheduling per diem employees.

Section 2. If a rotation of shifts from days to evenings or nights becomes necessary, employees working twelve and one-half (12½) or thirteen (13) hour shifts shall have a minimum of forty-eight (48) hours off before returning to their scheduled shift, unless otherwise mutually agreed upon. Employees working eight (8) or ten (10) hour shifts shall have a minimum of twenty-four (24) hours off before returning to their scheduled shift, unless otherwise mutually agreed upon.

Section 3. All attempts will be made not to schedule employees to an off shift, if such rotation creates a staff hole on the day shift.

Section 4. Employees will not be assigned to rotate to an alternate shift on a holiday, unless mutually agreed upon by both the employee and Employer.

### **Article DMH/RN #12 Floating**

Section 1. It is understood by the parties that the intent of this Article is to provide additional staff to a unit/department when needed.

It is understood that the Employer will not double schedule a position for the sole intent of floating one of the scheduled employees off the unit/department.

The following areas normally float amongst themselves:

- a.) Surgical Services areas (OR, RR, ASU, SPU, GI)
- b.) Critical Care/Telemetry areas (SCU, 5West, ED)

- c.) Medical – Surgical areas (4West, MRU).

Section 2. When it is necessary to float personnel, it will be done in the following order:

- a.) an employee from a “float pool” if existing;
- b.) agency staff scheduled to work will float, providing they are qualified and such action will not violate the contract with the Agency;
- c.) volunteers with satisfactory qualifications, skills and experience will be floated. 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;
- d.) per diem employees then float;
- e.) a non department/unit employee scheduled to work an extra shift or overtime shift will float;
- f.) the least senior employee will float, with subsequent floating being assigned to qualified employees until all qualified employees have floated. Those employees called into work an extra shift on a specific department/unit within a twenty-four (24) hour period shall be excluded.

The end result of the floating process must leave at least one (1) unit-specific RN in the department/unit.

Section 3. The Employer will make every effort **not** to float employees on a major holiday unless employees in a unit/department refuse benefit time.

Section 4. When an employee is floated to another unit, it is the responsibility of the department manager, supervisor or designee to familiarize such employee with the unit including supplies, computer programs, emergency equipment, kardex, patient reports and any other pertinent equipment and information. In addition, the department manager, supervisor, or designee shall act as a reference or resource person.

Section 5. Staff who float will work to their level of competence. It is understood that an employee will not be given the sole accountability for a patient and/or assignment if floated to a unit that is outside of his/her area of practice.

If the employee feels he/she does not have the necessary skills to take the assignment, the employee must notify the department manager/supervisor, who will determine the skills required for the assignment. If it is determined that the employee cannot perform the assignment, the department manager/supervisor will obtain qualified assistance or change the assignment.

Section 6. An employee will be excused from floating when:

- a.) he/she is scheduled to precept an employee; or
- b.) he/she is in training or on orientation.

Section 7. Should an employee be required to float for a second time during the course of his/her shift, he/she will not be required to accept a specific patient assignment if four (4) or fewer hours remain in the shift. Rather, such employee will be assigned to assist with various tasks and routines.

Section 8. In the event that more than one (1) employee is required to float to another unit, choice of unit to float to will be offered by seniority, providing competence to do the work is equal.

Section 9. If the staffing requirements on the unit to which an employee floats are reduced during the shift, and there is no other need elsewhere, the floated employee has first option to be voluntarily downsized.

Section 10. A non-float employee, who floats from his/her assigned unit, shall not be required to be in charge, unless the remaining staff are not able to perform the duties of the charge position.

### **Article DMH/RN #13 Layoff and Recall**

Section 1. The Employer agrees to give the Union advance notice of its intention to layoff or to eliminate a filled position and afford the Union the reasonable opportunity to discuss the layoff or elimination.

Section 2. An employee affected by a reduction in hours will be considered subject to layoff for the purposes of this Article.

Section 3. The Employer will give the employees at least seven (7) calendar days notice of the date of the initial layoff.

Section 4. A list of employees targeted for layoff will be provided to the Union along with a list of available job vacancies and a seniority list by full bargaining unit and cost center. Once the layoff procedure is completed, the Employer will provide the Union with a list of positions offered, final placement, subsequently bumped employees and their movement, and so on.

Section 5. Employees may volunteer to be subjected to layoff, by seniority, in the job title, unit/cost center, category of employment and shift.

Section 6. It is understood that, whenever possible, temporary, probationary, and least senior employees, in that order and by job title, will be subject to layoff first.

Section 7. If no vacancy exists in his/her job title, category, and shift, such an employee targeted for layoff may elect a layoff instead of bumping a less senior employee without jeopardizing unemployment benefits, subject to New York State regulations (and where the cost of unemployment to the Employer would not differ).

Section 8. In the event it is necessary to eliminate, reduce, or layoff any employee covered by this Agreement, the Employer will determine:

- a.) the specific shift and category in a job title and work location; or
- b.) the unit closing or multiple reductions within a department; and
- c.) the number of vacancies, temporary and probationary positions in the affected job titles.

Section 9. In instances where the employee is targeted for layoff, the procedure described below shall be followed sequentially. The affected employee must possess both the required and preferred qualifications listed on the job description before being allowed to bump another employee. However, a more senior employee who does not possess these skills may, by mutual agreement by both the Employer and Union, bump a skilled, less senior employee providing that the remaining staff's level of expertise can support this.

In no circumstances shall a regular part-time employee be mandated to accept another regular part-time position that would result in a reduction in regularly scheduled hours, provided there are less senior employees with equivalent scheduled hours.

Additionally, any employee possessing qualifications not presently required under current job description shall not be forced to make any of the selections that follow based on such qualifications. (i.e., an RN who possesses ACLS certification).

The affected employee may use his/her layoff options in a higher pay grade provided his/her recent experience (defined as within three [3] years) in that higher pay grade was with the Employer and he/she still meets the required and preferred qualifications for the position. Such employee shall follow steps b.) through f.) sequentially, substituting "his/her job title" with the higher pay grade job title.

- a.) An employee who is subject to layoff will have the option to bump a less senior employee within his/her cost center within the same job title but to a different category and/or to a different shift. It is understood that before a regular part-time employee can bump a full-time or flex employee, he/she must eliminate all part-time options on the other shifts.

- b.) Assumes any vacancy in his/her job title, category, and shift or the affected employee may also choose any other vacancy, if he/she meets the required and preferred qualifications for the position.
- c.) Bumps any temporary or probationary employee in his/her job title, category, and shift.
- d.) Bumps any less senior employee in his/her job title, category, and shift.
- e.) May bump any less senior employee in his/her job title, or proceeds to step f).
- f.) Assumes a vacancy in his/her category and shift in a job title in the same pay grade, unless he/she does not meet the required and preferred qualifications of the position.
- g.) Bumps any temporary or probationary employee in his/her category and shift in a job title in the same pay grade, unless he/she does not meet the required and preferred qualifications of the position.
- h.) Bumps any less senior employee in his/her same pay grade, category and shift, unless he/she does not meet the required and preferred qualifications of the position.
- i.) May bump any less senior employee in a job title in his/her same pay grade, unless he/she does not meet the required and preferred qualifications for the position; or proceeds to step j.
- j.) If no position exists in the same pay grade, the employee targeted for layoff may follow the same sequence in f.) through i.) in successively lower pay grades.
- k.) If no such position exists in the above sequence, the employee targeted for layoff will be laid off.

Section 10. It is understood that the employee's response must be provided to the appropriate Human Resources personnel within twenty-four (24) hours of the time he/she was informed of his/her option(s) if his/her 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 his/her option(s).

Section 11. 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 that requires substantive variations in techniques and procedures utilized in the performance of their job.

Failure to complete the trial period (voluntary or involuntary) results in the employee being laid off.

Section 12. In instances of a unit closing or multiple reductions within a department, the sequence outlined in Section 8. will be followed in order of greatest seniority.

Section 13. Any employee bumped out of his/her position as a result of the layoff procedures will then be considered targeted for layoff and follow the sequences outlined in Section 8.

Section 14. Vacancies filled by an employee subject to layoff will not be posted. These and other posted positions for which no employee has been selected and officially informed of the selection may be used by the Employer as a vacant position under this Article.

Section 15. Prior to layoff, an employee must complete a written Recall Request form, as provided by the Employer, to indicate:

- a.) the employer's current address;
- b.) the employee's current phone number and/or cell number;
- c.) job titles where the employee is qualified to work and will accept recall;
- d.) whether he/she would accept recall for full-time, flex or regular part-time positions;
- e.) whether he/she would be willing to work on an "as needed" basis; and
- f.) which shifts he/she would be willing to work.

An employee may change such written Recall Request form prior to any recall.

Section 16. For purposes of this Article, downgraded shall mean a reduction in pay, a change in shift, or a drop in category, including a permanent reduction in regularly scheduled hours. These employees shall have a recall period of twenty-four (24) months as detailed in Section 16. of this Article.

Section 17. Employees laid off or downgraded during the stated recall period, shall be recalled to fill vacancies in order of seniority, starting with the most senior laid off or downgraded employee. Any vacant position in the same or lower grades within the bargaining unit that would bring the affected employee closer to his/her original position (including category, grade, shift and hours of work) shall be offered, unless such employee does not meet the required and preferred qualifications of the position.

Section 18. If an employee either accepts or refuses a recall outside of his/her job title, category and shift, the employee will be maintained on the recall list in order of seniority during the stated recall period.

Section 19. Any employee subjected to any step in Section 8. shall have the right to bid on posted positions per Article 45, Job Bidding and Transfers, of the Master Agreement.

Section 20. An employee recalled to a temporary position will be maintained on the recall list by seniority, should a permanent position become available.

An employee recalled to a temporary position will be returned to the previously held downgraded permanent position or returned to layoff, whichever is applicable when the temporary assignment ends. The recall to a temporary position will not affect the stated recall period, as defined in Sections 15 and 16 when the temporary assignment ends.

Section 21. Regular full-time, flex and regular part-time employees who indicate a willingness to work on an as needed basis will be placed on the appropriate list and will be called into work in order of their seniority.

Section 22. Recalls from layoff will be given through direct telephone contact with the employee, or if the employee is unavailable, by certified mail to the employee's last known address. Such notice will give the employee at least fourteen (14) calendar days to report to work.

#### **Article DMH/RN #14 Downsizing**

Section 1. The Employer and the Union recognize the need for the 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. It is agreed and understood that the acute hospital and Skilled Nursing Facility will be treated separately.

Section 2. When there is a need to temporarily downsize staff who are already on the premises, the manager/designee responsible for that area will determine if there is a need for staffing in other work areas, and if so, reassign staff pursuant to the Article DMH/RN #12, Floating.

Section 3. If it becomes necessary to temporarily reduce the number of employees in a particular department or nursing unit, the reduction will be completed as outlined below.

- a.) Any scheduled agency personnel at the site will be canceled, provided that the remaining staff members are competent to perform the work in the affected department/nursing unit(s), and it results in providing safe staffing in each unit.
- b.) Any scheduled overtime (time paid at time and one-half) in the affected department/unit will be canceled, first in inverse order of seniority on a rotating

basis. Employees not normally assigned to the unit will be affected prior to employees normally assigned to the department/nursing unit. If further downsizing is necessary, scheduled overtime shifts site-wide will be canceled, in inverse order of seniority on a rotating basis. Such rotation will be done on a four (4) week time block basis.

- c.) Volunteers will be offered paid time off in accordance with the established procedures (i.e., EA book entries), in order of seniority on a rotating basis, first to employees on the department/unit affected and then to employees site-wide. Such rotation shall be done on a continuous basis.
- d.) Volunteers will be offered excused absence time without pay, in accordance with established procedures (i.e., EA Book entries), in order of seniority on a rotating basis, first to employees on the department/unit affected and then to employees site-wide. Such rotation shall be done on a continuous basis.
- e.) Per diem time in excess of commitment days will be canceled. Excess per diem shifts in the affected department/unit will be canceled first, in inverse order of seniority on a rotating basis. If further downsizing is necessary, excess per diem shifts site-wide will be canceled, in inverse order of seniority on a rotating basis. Such rotation shall be done on a four (4) week time block basis.
- f.) Per diem commitment days will be canceled. Per diem commitment days in the affected unit will be canceled first, in inverse order of seniority on a rotating basis. If further downsizing is necessary, per diem commitment shifts site-wide will be canceled, in inverse order of seniority on a rotating basis. Such rotation shall be done on a four (4) week time block basis.
- g.) 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 first in the affected department/unit, in inverse order of seniority on a rotating basis. Employees not normally assigned to the department/unit will be affected prior to employees normally assigned to the department/unit. If further downsizing is necessary, any scheduled hours in excess of an employee's normal work week, site-wide will be canceled, in inverse order of seniority on a four (4) week time block basis.
- h.) Flex employees scheduled to work will be flexed last, by inverse order of seniority site-wide on a rotation basis. Such rotation shall be done on a continuous basis.

Section 4. The employer will make every effort to contact bargaining unit members at least one (1) hour prior to the start of the shift if they are to be cancelled.

Section 5. It is understood that if the steps outlined above do not result in appropriate downsizing, floating as per Article DMH.RN #12, Floating, will be followed.

**Article DMH/RN #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 DMH/RN#12, Floating will be followed.

**Article DMH/RN #16**  
**Labor-Management Meetings**

Section 1. The Union and the Employer, recognizing the importance of labor-management relations, agree to meet on a quarterly basis, at a minimum to discuss items of importance to either or both parties. This meeting will be attended by the DeGraff Memorial Hospital President, and/or designee, a Human Resource representative, the Local Union President, and/or designee and the designated Union Area Vice-President, or designee.

Section 2. A monthly meeting shall be held at a time agreeable to both parties, or as otherwise mutually agreed for purposes of grievance handling and issues. Each party will present the other with an agenda at least twenty-four (24) hours prior to the meeting. The Union and the Employer shall normally be limited to three (3) representatives each. One of the Union's representative shall be its Area Vice-President and/or designee and one of the Employer's representative shall be the Senior Employee Relations Specialist.

**Article DMH/RN #17**  
**Parking**

Bargaining unit employees shall not be subject to charge for use of any Employer parking facilities. Employees are to refrain from restricted areas devoted to patient, clergy or physician use.

**Article DMH/RN #18**  
**Retirement Plan**

Section 1. The DeGraff Memorial Hospital Retirement Plan shall apply to employees covered by this Agreement who by the terms of the plan are eligible.

Section 2. The cost of the Retirement Plan shall be paid solely by the Employer.

Section 3. Change the current formula for each year of service as a member after January 1, 1989 to one and one-quarter percent (1¼%) of the first forty-eight hundred dollars (\$4,800) of compensation for that year plus one and three-quarter percent (1¾%) of compensation exceeding forty-eight hundred dollars (\$4,800) for each of the first thirty-five (35) years of membership plus one and one-half percent (1½%) of compensation for each year of membership over thirty-five (35) years.

Section 4. Provide a minimum benefit as of December 31, 1990 equal to one and one-quarter percent (1¼%) of average annual compensation for the three (3) highest consecutive calendar years during the five (5) year period ending December 31, 1990 multiplied by years of credited service through 1990.

Section 5. Effective June 1, 1995, members with twenty (20) years of vesting service will receive an unreduced benefit at age sixty-two (62).

Change the penalty for early retirement for any member who retires with at least twenty (20) years of vesting service to:

1/180<sup>th</sup> for each of the first forty-eight (48) months that the first payment precedes age sixty-two (62)

plus

1/360<sup>th</sup> for each month that the first payment precedes age fifty-eight (58).

For members who retire with less than twenty (20) years of vesting service, the penalty for early retirement would remain unchanged from the present plan provisions.

Section 6. For members who terminate employment after completing five (5) years of vesting service prior to retirement, the actuarial present value of the member's vested accrued benefit shall be paid to the member in a lump sum if the actuarial present value does not exceed three thousand, five hundred dollars (\$3,500.00). Such payment will be made as soon as it is administratively possible after the member ceases to be an employee.

Section 7. Employees within fifteen (15) years of service who have attained age forty-five (45) and those with ten (10) years of service who have attained age fifty-one (51) as of December 31, 1995 will be entitled to health and life insurance coverage into retirement in the same method as in existence for active employees, if they retire before June 30, 1998. Retirees

not eligible for health insurance coverage into retirement shall be able to purchase, at the group rate, the same health insurance coverage offered to active employees.

The Employer's contribution toward future retirees' health and life insurance premiums ceases for those employees retiring on or after July 1, 1998. After such time, all retirees shall be able to purchase, at the group rate, the same health insurance coverage offered to active employees. Only those employees with thirty (30) years of service who have attained age sixty (60) as of December 31, 1998 shall be entitled to health and life insurance coverage into retirement in the same method as in existence for active employees, if they retire before December 31, 1998.

**Article DMH/RN #19**  
**Perfect Attendance**

Section 1. A full-time or flex employee who maintains a perfect attendance record for a twelve (12) month period, November 1 through October 31 of the following year, shall receive two hundred fifty dollars (\$250.00) payable in the first paycheck in December for each year provided that such perfect attendance record is maintained.

Section 2. A regular part-time employee who maintains a perfect attendance record for a twelve (12) month period, November 1 through October 31 of the following year, shall receive one hundred fifty dollars (\$150.00) payable in the first paycheck in December for each year provided that such perfect attendance record is maintained.

Section 3. A full-time or flex employee who is absent due to illness fifteen (15) hours or less within the twelve (12) month period, November 1 through October 31 of the following year, shall receive one hundred fifty dollars (\$150.00) payable in the first paycheck in December.

Section 4. A regular part-time employee who is absent due to illness fifteen (15) hours or less within the twelve (12) month period, November 1 through October 31 of the following year, shall receive seventy dollars (\$70.00) payable in the first paycheck in December.

**Article DMH/RN #20**  
**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 1<sup>st</sup> day of June, 2008.

For Kaleida Health:

For Communications Workers of America,  
AFL-CIO

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Michael Connors  
Internal Labor Counsel

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Debora M. Hayes, CWA  
Staff Representative

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Karen L. Howard, CWA  
Bargaining Representative

**Memorandum of Understanding DMH/RN #1**  
**Flex Employees**

Section 1. The utilization of flex employees will be placed on the agenda of the Labor-Management Committee on a quarterly basis. The parties agree that the following statistics will be reviewed:

- a.) the number of flex employees by job title and the number of hours worked year-to-date;
- b.) the number of times the employee has been sent home without pay or has used PTO to supplement his/her pay check; and
- c.) whether the number of flex employees is appropriate for the patient volume and acuity fluctuations.

If either the Employer or the Union believe that the number of flex positions does not meet the volume or acuity fluctuations, a discussion on how to resolve the issue will ensue. The number of flex employees, however, will never exceed fifteen percent (15%) of the bargaining unit. If the number of flex employees exceeds fifteen percent (15%) of the bargaining unit, vacant flex positions will not be posted or filled until the number of flex positions falls below fifteen percent (15%). We will agree to reach fifteen percent (15%) through attrition.

If a decision is made to create additional flex positions, existing full-time positions or newly vacated full-time positions will not be converted into flex positions.

Section 2. Current employees will not be forced into flex positions as a result of a layoff, but may volunteer to do so.

**APPENDIX DMH/TCCS #A  
Per Diem Schedule Request Form**



***PER DIEM SCHEDULE REQUEST***

Indicate by an "X" which shifts you would be able to work and note the maximum number of shifts desired to work each week.

Employee's Name: \_\_\_\_\_

	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa
<b>FILL IN ACTUAL DATE:</b>														
7 A.M. – 3 P.M.														
3 P.M. – 11 P.M.														
11 P.M. – 7 A.M.														
12 hrs DAYS														
12 hrs EVES														
12 hr NIGHTS														
OTHER:														

Maximum # of shifts Week 1: \_\_\_\_\_ Maximum # of shifts Week 2: \_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date Submitted

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date Received

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WHITE COPY: Department Manager

YELLOW COPY: Employee Copy of Request

**INSTRUCTIONS FOR USE**

1. Employee prints name.
2. Fill in the actual dates for the 2 week period in the shaded row.
3. Indicate with an "X" which shifts available to work.
4. Note the maximum number of shifts desired to work for each week.
5. Employee signs and dates form and submits it to supervisor/designee, who also signs and dates as received. Employee is then given the yellow copy as confirmation of request.

**Appendix DMH/RN #B  
Recall Request Form**



***RECALL REQUEST***

Employee's Name: \_\_\_\_\_ Phone # \_\_\_\_\_ Cell# \_\_\_\_\_

Address:

\_\_\_\_\_  
(Street) (City) (Zip Code)

Job Title: \_\_\_\_\_  FT  Flex  PT  Weekend Shift: \_\_\_\_\_

**Willing to be recalled to:** (Check or complete all that apply)

**SHIFT:**  7a-3p  3p-11p  11p-7a  12 hrs Days  12 hrs eves  12 hrs nights  Other: \_\_\_\_\_

**Category:**  FT  Flex  PT  Weekend  As Needed

**Other Job Titles Qualified to Work:** \_\_\_\_\_

\_\_\_\_\_  
Employee's Signature Date H. R. Representative Signature Date

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WHITE COPY: Human Resources

YELLOW COPY: Personnel File

PINK COPY: Employee Copy

**INSTRUCTIONS FOR USE**

1. Employee prints name.
2. Fill in phone and cell numbers and print current address.
3. List job title, category and shift for the position from which laid off.
4. Select the shifts, categories and job titles for which recall is desired..
5. Employee signs and dates form as well as the Human Resources representative.
6. Employee is given the pink copy.



**APPENDIX DMH/RN #D  
Time Request Form**



***TIME REQUEST FORM***

Employee's Name: \_\_\_\_\_ Dept/Unit: \_\_\_\_\_

<u>Office Use Only</u>	
<u>Granted</u>	<u>Denied</u>
_____	_____
_____	_____
_____	_____

I am requesting the following time off (Indicate DAY and DATE in all areas):

\_\_\_\_\_ as a **Day Off**

\_\_\_\_\_ as **PTO**

\_\_\_\_\_ as **Transition Time**

_____ will work instead of _____ as posted schedule on _____ (date)
_____ will work instead of _____ as posted schedule on _____ (date)
Initials of both parties: _____ (manager: <input type="checkbox"/> Approved <input type="checkbox"/> Denied)

**Approval Pending**—single day requests will be evaluated within the week prior to the posting of that schedule

**NOTE:** Response to be returned no later than 2 weeks after the cutoff date for vacation week(s)

\_\_\_\_\_  
Employee's Signature                      Date Submitted                      Supervisor's Signature                      Date Received

\_\_\_\_\_  
Supervisor/Designee                       Approved     Denied     Noted                      \_\_\_\_\_  
Date

PR-4 Rev 8/05 WHITE COPY: Department Manager    YELLOW COPY: Employee Copy of Approval/Denial    PINK COPY: Employee Copy of Confirmation of Request

**INSTRUCTIONS FOR USE**

1. Employee prints name and department/unit.
2. If requesting a specific Day Off, PTO day or a day covered with Transition Time, enter the specific dates on the appropriate line.
3. If requesting to change posted time with another employee, complete the second section, including the names and initials of both employees and the dates requested to be changed.
4. Employee signs and dates form and submits it to supervisor/designee, who also signs and dates as received. Employee is then given the pink copy as confirmation of request.
5. Supervisor/designee returns the yellow copy to the employee indicating approval, denial or noted for final approval.