

KALEIDA'S PROPOSAL FROM 2/18/21

MEMORANDUM OF UNDERSTANDING February 18, 2021

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

WHEREAS, the Unions and Employer, among others, are signatories to a collective bargaining agreement dated June 1, 2019 to May 31, 2022 ("Master Agreement"), and

WHEREAS, under the terms of the Master Agreement, the Unions and the Employer have negotiated a Grievance Procedure (Article 7) which mandates certain time frames to process a grievance and other contractual meetings, and

WHEREAS, the Parties recognize that there exists a National, State, and County State of Emergency due to the COVID-19 pandemic, and

WHEREAS, the Employer and Unions need to focus all efforts and resources on providing a safe work environment for our members/employees and for the care and treatment of patients during this unprecedented situation, and

WHEREAS, it is understood by the Parties that there is uncertainty for how long the arrangements made in this MOU will need to be in place. The parties commit to remain in contact, have an open line of communication during this unprecedented circumstance. The parties further commit that any changes in wages, hours and work conditions will be negotiated with the Unions. The Employer reserves the right to terminate this agreement upon written notice to the Unions.

NOW, THEREFORE, the Employer and Union do hereby agree:

A. Master Agreement Procedures:

1. The parties are committed to comply with the existing contractual provisions subject to the terms of this MOU or as subsequently agreed to by the parties.

B. Contractual Procedures:

1. Floating Pay: Any employee required to float will receive the contractual differential of \$2.00 per hour. Employees who are picking up extra time or overtime will not be required to float.
2. Scheduling Flexibility and Reassignment: The Union acknowledges the severity of the Pandemic we are in the midst of. Furthermore, the Union understands that flexibility will be needed in the assignment and floating of staff:

a. ▾

Deleted: Employer reserves the right to change shift and days of work of employees on 48 hour notice.

- b. When necessary, to float employees outside of the floating grid or home site regardless of years of service but within the competency of the employee, with float pay.
- c. Utilization of all reporting staff within their level of competence and/or helping hands.
- d. Downsizing with PTO will only be utilized if staff cannot be utilized elsewhere to work to their level of competence and/or helping hands.
- e. One PL day may be granted per unit/department with 1-30 employees per shift; 2 PL days with 31-60 employees per shift; 3 PL days with 61-90 employees per shift.
- f. Employee may be required to work between Kaleida Health sites.
- g. The Employer may temporarily suspend the effective date for an internal transfer based on patient care needs.

C. Premium Pay: ~~A \$10.00 per hour differential will be paid for eligible employees.~~

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Eligibility:

- a.) All clinical staff (providing direct patient care) working on a designated COVID-19 unit which has 30% of the patients on that designated unit testing positive for COVID-19, to be determined at the beginning of each shift, will be eligible for the pay differential. The titles eligible for this differential include; RN, CMA, MA, NA, PCA; NPs and PAs on COVID ICUs; Respiratory Therapists assigned to COVID specific units; EVS assigned to COVID specific units.
- b.) Staff assigned to care for a COVID patient spending 60% or more of their time doing so will be eligible for the differential. The titles eligible are Radiology Tech, Physical Therapist, Speech Therapist.

D. Periods of Quarantine, Illness Related to COVID-19

- 1. Employer agrees that it will act in accordance with any law, regulation, or Executive Order imposed by the Governor of New York State.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the day ___ of ~~February~~ 2021.

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(Signatures)