

Union Proposal February 8, 2021

Memorandum of Understanding COVID-19

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 as “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, 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.

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

A. Master Agreement Procedures:

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. Termination of the MOU:

Once executed, this MOU will continue in full force and effect until the Employer or the Union provide five (5) days’ notice to the other of their desire to terminate the agreement.

C. Contractual Procedures:

1. Floating Pay: Any employee required to float will receive the contractual differential of two dollars (\$2.00) per hour. Employees who are picking up extra time or overtime will not be required to float.

2. Staffing:

a.) The following ratios will be in place for employees providing direct care to COVID-19 patients:

(1.) In Medical/Surgical and Long Term Care Patients:

- 1 RN to 3 Patients
- 1 LPN to 3 Patients (LTC)
- 1 CNA to 5 Patients
- 1 PCA to 5 Patients
- 1 CMA to 5 Patients

(2.) Critical Care Units:

- 1 RN to 1 Patient (CRR)
- 1 RN to 1 Patient (All Others)
- 1 PCA to 4 Patients
- 1 CMA to 4 Patients.

- b.) Employees will not be floated from non-COVID units to COVID units in order to meet the above outlined ratios if the float will leave the non-COVID unit below the posted Grid.
- c.) If the ratios outlined in a.) above are not met, all of the employees working on the unit on that shift will receive bonus pay as outlined in the cba Side Letter entitled Staff Incentive Plan.

3. Scheduling and Reassignment:

- a.) Kaleida Health will survey their employees and determine if there are those who will volunteer to be assigned to a designated COVID-19 Unit or a cohorted section of a unit if the need arises.
- b.) The skills, ability and qualifications of the volunteers will be assessed and used in the assignment of these employees.
- c.) The list of volunteers will be separated by job titles and listed in seniority order.
- d.) It's understood that volunteers can agree to be assigned as Helping Hands to a specific unit or a cohorted section of a unit and/or the Float pool to be assigned as necessary.
- e.) Volunteers can indicate at any time that they no longer wish to volunteer.
- f.) Employees may volunteer to work between Kaleida Health sites but will not be required to do so.

4. Premium Pay:

- a.) A \$10.00 per hour differential will take effect on the commencement of the pay period beginning on Sunday, January 10, 2021.
- b.) Eligibility: All employees assigned to a designated COVID-19 Unit or cohorted section of a unit, will be eligible. Employees in all job titles assigned to the Unit will be eligible. This section on premium pay applies to employee working in Long Term Care, inclusive of RNs, LPNs and CNAs.
- c.) Should an employee request to opt off the unit for a certified medical reason, the employee will be reassigned. The employee will be replaced with a volunteer employee from another unit from the volunteer list.
- d.) Any employee who during his/her regular assignment is required to care for a COVID-19 patient, will be paid the premium pay for that assignment.
- e.) As the care for COVID-19 patients is assigned to additionally designated units employees in all job titles assigned to the Unit will be eligible.

- f.) Employees in all job titles assigned to the Emergency Department will be eligible, including CT Techs and RNs working in association with the Emergency Department. Also included will be Material Handlers at all sites and support services linked to the ER that see patients for procedures and diagnostics directly from ER on an emergent basis (ie; MRI, Angiography, Cath Lab, Operating Room, etc.).
- g.) CLS and MT (or equivalent) who are currently assigned in COVID-19 testing and processes, including viral inactivation, COVID positive specimens, cell counts, bronchial aspirates and washings and those who set up cultures will be eligible for premium pay during this assignment. Should additional employees be needed for the COVID-19 testing process, they will be selected from a volunteer list based on competency and testing department. Once assigned, the employee will be eligible for the premium pay for the duration of the assignment.
- h.) Lab Processors, Couriers and Phlebotomists will also be eligible for premium pay as outlined in g.) above.

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

1. Each employee who is subject to a mandatory or precautionary order of quarantine or isolation issued by the State of NY, the department of health, local board of health, or any governmental entity duly authorized to issue such order due to COVID-19, shall be provided up to fourteen (14) days of paid leave during any mandatory or precautionary order of quarantine or isolation. This paid sick leave will not be deducted from an employee's Paid Time Off (PTO) or Extended Sick Bank (ESB).
2. If an employee reports to work and through the screening process and is sent home, the employee will be directed to Employee Health for further instruction. Any absences associated with this process will be covered under the paid leave period referenced above.
3. If an employee calls in with symptoms, he/she will be directed to Employee Health for further instruction. Any absences associated with this process will be covered under the paid leave period referenced above.
4. An employee exposed to known COVID positive, will be directed to Employee Health.

Asymptomatic – Tested but directed to come to work; if test is positive, start quarantine for minimum of 7 calendar days from start of quarantine, on 8th day you can return if you have been fever free for 72 hours without medication. Insert Current information with respect to days.

Symptomatic – Test scheduled and you are off work.

Positive – 1st missed day is start of quarantine. Minimum of seven (7) calendar days from start of quarantine. On the 8th day you can return if you have been fever free for 72 hours without medication.

Negative – Off work until result, but if negative, return to work. Any absences associated with process will be covered under the paid sick leave period referenced above.

Quarantine Periods: It is understood that employees subject to quarantine after the first occurrence and during subsequent occurrences will be given the option of utilizing PTO as outlined in Article 26 of the collective bargaining agreement. If the employee does not have any PTO, he/she will be able to utilize to utilize ESB during the period of quarantine.

NOTE: On March 18, 2020, New York State enacted legislation authorizing sick leave for employees subject to a mandatory or precautionary order of quarantine or isolation due to COVID-19. The law provides paid and unpaid sick leave with access to expanded paid family leave and temporary disability depending on the size of the employer. All employees, regardless of the size of their employer, are entitled to job protection upon return from leave.

This document supplements prior guidance on the application of COVID-19 sick leave. All prior guidance remains in effect.

1. An employee who returns to work following a period of mandatory quarantine or isolation does not need to be tested before returning to work, except for nursing home staff. However, an employee who subsequently receives a positive diagnostic test result for COVID-19 must not report to work. The employee shall be deemed to be subject to a mandatory order of isolation from the Department of Health and shall be entitled to sick leave as required by New York's COVID-19 sick leave law, whether or not the employee already has received sick leave as required by the law for the first period of quarantine or isolation. However, the employee must submit documentation from a licensed medical provider or testing facility attesting that the employee has tested positive for COVID-19. The employee does not need to submit documentation of a positive result if the employee's employer gave the employee the test for COVID-19 that showed the positive result.
2. An employee who is subject to an order of quarantine or isolation but continues to test positive for COVID-19 after the end of such quarantine or isolation period must not report to work. Please note that an employee is not recommended to be tested to discontinue isolation or quarantine. The employee shall be deemed to be subject to a second mandatory order of isolation from the Department of Health and shall be entitled to sick leave as required by New York's COVID-19 sick leave law for the second period of isolation. However, the employee must submit documentation from a licensed medical provider or testing facility attesting that the employee has received a positive diagnostic test for COVID-19 after completing the initial period of isolation. The employee does not need to submit documentation of a positive result if the employee's employer gave the employee the test for COVID-19 that showed the positive result.
3. If an employer mandates that an employee who is not otherwise subject to a mandatory or precautionary order of quarantine or isolation to remain out of work due to exposure or potential exposure to COVID-19, regardless of whether such exposure or potential exposure was in the workplace, the employer shall continue to pay the employee at the employee's regular rate of pay until such time as the employer permits the employee to return to work or the employee becomes subject to a mandatory or precautionary order of quarantine or isolation, at which time the employee shall receive sick leave as required by New York's COVID-19 sick leave law, in accordance with this guidance, for the period of time the employee is subject to such mandatory or precautionary order of quarantine or isolation.
4. In no event shall an employee qualify for sick leave under New York's COVID-19 sick leave law for more than three orders of quarantine or isolation. The second and third orders must be based on a positive COVID-19 test in accordance with paragraphs 1 and 2.