



July 17, 2020

Termination of COVID-19 MOU

Kaleida Health Administration, 1199SEIU, and CWA 1168 have reached an agreement to terminate the COVID-19 Memorandum of Understanding dated on March 28, 2020. This will be effective on July 31, 2020.

- **All COVID-19 Pay will end effective July 31, 2020.** Management has agreed to continue paying staff according to the section/Cohorted area of the unit or pod that are housing Covid-19 positive patients. It will not be based on a single patient assignment. This practice will end on July 31, 2020.
- We will follow the Collective Bargaining Agreement as it pertains to floating and the current grids as well as all other changes that were agreed to during the life of the MOU.
- All Executive Orders imposed by the Governor of New York State will be followed in accordance with the law.
- A Committee will be formed and commence by the first week of August 2020 to develop a plan in anticipation of a surge in the upcoming months. As a system, we will examine what we did right and what we did wrong and put a comprehensive plan together in preparation for a possible surge this fall and winter. We must be prepared! This Committee will be comprised of at least 20 representatives from both Unions and will include Union members that worked at the bedside caring for patients throughout this pandemic.
- There will be a review of all Time and Attendance disciplines that were stacked including those Terminations generated after March 28, 2020. Kaleida violated the CBA by not progressively disciplining employees. The Unions are compiling the grievances along with the documentation and will meet before July 31, 2020 to review the disciplines. **Disciplines that were stacked after March 28, 2020 will be removed according to the contract and the grievances will be withdrawn.**
- All contractually mandated committees and meetings will resume effective August 1, 2020 with the understanding that the parties will mutually agree on the format of the meeting and location.
- Scheduling of screeners will continue at this time and if there is an attempt to move these positions to non-union, we will file a Board Charge for Unit clarification. Our members have been performing this work.

We appreciate all of the members flexibility and commitment to their facilities, our patients and the community during this pandemic. We don't know what the next year has in store for us. We continue to navigate uncharted waters together and understand how difficult it is to be a healthcare worker on the front lines during this pandemic. There is a great deal of work to be done and we must remain strong and united at all times.

MEMORANDUM OF UNDERSTANDING
TERMINATION OF COVID-19 MOU

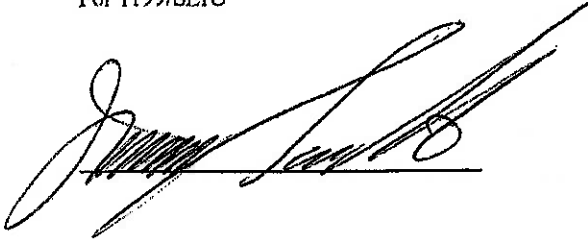
This Memorandum of Understanding ("MOU") is entered into between Kaleida Health ("Employer") and the Communications Workers of America, AFL-CIO ("CWA"), 1199/Service Employees International Union, United Healthcare Workers East ("SEIU"), hereinafter referred to "Unions" and collectively referred to as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

1. On March 28, 2020 the Parties entered into a Memorandum of Understanding (MOU). The purpose of the MOU was to deal with the effect of the COVID-19 Pandemic on Kaleida Health, the employees of Kaleida Health and the Unions.
2. Effective July 31, 2020, the parties mutually agree to terminate the MOU referenced in item #1 above. Until the effective date of the termination of the MOU, the Parties agree to the following:
 - a.) To follow the collective bargaining agreement between the parties with the only exception being implementation of the MOU as it specifically relates to a COVID-19 patient or care of COVID-19 patients. An example is that the Employer agrees that floating will occur according to the grids included in the contract. The Parties have agreed to continue the scheduling of Screeners as has been the practice through July 31, 2020 including the use of employees that are on light duty or restricted duty.
 - b.) To follow the terms of the MOU as agreed to on March 28, 2020 without exception. An example is that the Employer will agree to identify COVID-19 units, cohorted sections of units, or pods and that employees will be paid according to their assignment to a COVID-19 unit (all employees assigned to the unit), cohorted sections of units, or pod (all employees assigned to the cohorted sections of units, or pod). The designation of COVID-19 units at OCH will continue with the same method that has been utilized since the Pandemic started.
 - c.) That they will act in accordance with any law or Executive Order imposed by the Governor of New York State.
 - d.) That a COVID-19 Committee will be formed for the purpose of debriefing on the COVID-19 Pandemic to date, evaluation of the actions taken by Kaleida Health (what worked, what didn't work) and the development of a plan in anticipation of a Covid-19 surge this Fall or Winter. The committee will commence meeting the first week of August, 2020. Members of the Health Safety Committee will be invited to join in the work of this committee. The Union committee will not exceed twenty (20) people excluding members of the Health Safety Committee.
3. To meet no later than July 31, 2020 for the purpose of reviewing the Time and Attendance disciplines, including terminations, that were generated between the dates of March 28, 2020 and the date of the meeting. The Parties further agree that all disciplines that were stacked during this time frame will be forgiven and any grievance filed with respect to such discipline will be withdrawn by the respective Union with prejudice. If an employee was suspended unjustly and the suspension is reversed, the employee will be paid the time they lost as a result of the suspension.

4. All contractually mandated committees and meetings will resume effective August 1, 2020 with the understanding that the parties will mutually agree on the format and meeting location.

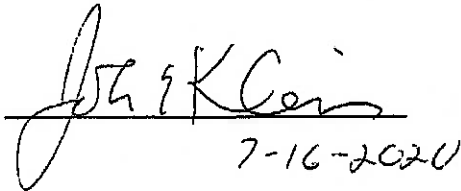
Agreed to this 15th day of July, 2020 by:

For 1199/SEIU



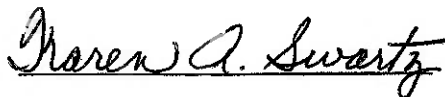
A handwritten signature in black ink, written over a horizontal line. The signature is stylized and appears to be 'James Smith'.

For CWA:



A handwritten signature in black ink, written over a horizontal line. The signature reads 'John K. Coir'. Below the signature, the date '7-16-2020' is written.

For Kaleida Health:



A handwritten signature in black ink, written over a horizontal line. The signature reads 'Karen A. Swartz'.