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**Communications Workers of America, AFL-CIO  
Kenmore Mercy Hospital  
2025 Contract Negotiations**

**Article \_\_\_\_  
Hours of Work**

Section 1. The work week for all employees covered by this Agreement will begin on Sunday morning at 12:00 am and ends the following Saturday at 11:59 pm.

Section 2. The regular work shifts shall be:

- a. The regular work shifts for employees working thirteen (13) hour shifts, including the thirty (30) minute unpaid meal period will be:
  1. Day Shift: Majority of hours worked between 7:00 am and 8:00 pm
  2. Evening Shift: Majority of hours worked between 10:00 am and 11:00 pm
  3. Night Shift: Majority of hours worked between 6:00 pm and 7:00 am
- b. The regular work shifts for employees working twelve (12) hour shifts, including the thirty (30) minute unpaid meal period will be:
  1. Day Shift: Majority of hours worked between 6:00 am and 8:00 pm
  2. Evening Shift: Majority of hours worked between 11:00 am and 11:00 pm; and
  3. Night Shift: Majority of hours worked between 6:00 pm and 7:00 am
- c. The regular work shifts for employees working ten (10) hour shifts, including the thirty (30) minute unpaid meal period will be:
  1. Day Shift: Majority of hours worked between 6:00 am and 5:00 pm;
  2. Evening Shift: Majority of hours worked between 1:00 pm and 11:00 pm; and
  3. Night Shift: Majority of hours worked between 10:00 pm and 8:00 am
- d. The regular work shifts for employees working eight (8) hour shifts, including the thirty (30) minute unpaid meal period shall be:
  1. Day Shift: Majority of hours worked between 6:00 am and 3:00 pm;  
A 11:00 am – 7:00 pm shift is designated as a day shift; and
  2. Evening Shift: Majority of hours worked between 3:00 pm and 11:00 pm; and
  3. Night Shift: Majority of hours worked between 11:00 pm and 7:00 am;  
A 7:00 pm - 3:00 am shift is designated as a night shift.

The Employer/Hospital reserves the right to determine the hours of work for any vacant position.

Section 3. Due to the nature of the work performed by the Employer/Hospital as an institution which provides around the clock care of patients, all work schedules will be established in the best interest of meeting patient care needs. It is understood that as department needs change, the work schedule may also change.

Section 4. Upon thirty (30) calendar days' notice to the Union and the affected employees, the Employer may establish new shifts or modify the duration of existing shifts and alter the starting and

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ending times of any shift in order to meet scheduling and patient care needs. Employees and the Union will be given an opportunity to present ideas, information and suggestions pertinent to the announced change prior to implementation of the proposed change. Such discussions shall not delay the implementation of the proposed change. The Employer/Hospital will request volunteers from within the job classification and department/Clinical unit affected. If there are insufficient volunteers, the position(s) occupied by the least senior employee shall be designated for the change.

Section 5. Should it be necessary to make a change in the hours of operation in any clinical unit or department, the Employer/Hospital will produce a suggested change in writing at least thirty (30) calendar days prior to its proposed implementation, and give the Union the opportunity to write and present a proposal within seven (7) calendar days for discussion regarding the change prior to the date of implementation.

Section 6. Two (2) weeks before the schedule is to take effect, the Employer/Hospital will provide at least a four (4) week advance work schedule. The posted schedule may not be changed without the approval of the responsible manager or their designee and the consent of the affected employee. Needs may be added to the posted schedule; however, those scheduled will not have changes made to their schedule. If balancing of the schedule is required, it will be done by inverse seniority order. The responsibility for scheduling employees rests with the department head/designee. Bargaining unit members will not be responsible for any final work schedule posting. In the case of a variable start position, seniority will be the determining factor on shift preference.

Section 7. In preparation for the next work schedule, the Employer/Hospital recognizes that there may be occasions when employees may request a scheduling change, or would want to be off. In such situations, employees shall submit requests as follows:

- a. request shall be submitted electronically at least four (4) weeks prior to the start of the next schedule. The final schedule will continue to be posted one (1) week prior to the start of that schedule. PTO denials shall be returned to employee no later than posting of the preliminary schedule (14 days ahead);
- b. in cases where requests exceed approvals, approval shall be granted in the following order:
  1. PTO shall be approved as per Paid Time Off, Article 10;
  2. request for single PTO days, if more than one request in order of seniority; and
  3. requests not to be scheduled for a given day, if more than one request in order of seniority.

Section 8. Any employee desiring to schedule a day off during the period of the posted schedule must find a qualified employee replacement. Such request must be in writing, and shall be approved by the appropriate manager or their designee, and may not result in overtime.

Section 9. The Employer/Hospital will schedule at least twenty-six (26) weekend shifts (Saturday/Sunday) off per calendar year for full-time and part-time employees. An employee may volunteer for more than twenty-six (26) weekend shifts per calendar year. Employees are not required to own their weekends.

Section 10. If any employee is absent, on any scheduled weekend shift of work, they will be required to make up the missed weekend duty according to the staffing needs of the unit or department within the next two (2) unposted ~~three (3)~~ schedules unless:

- a. the employee, in accordance with established practice, is not scheduled to work weekend duty for which the employee would otherwise be scheduled to work because the employee is taking vacation week(s) immediately prior to or following such weekend

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duty. It is understood by the parties that the employees shall be off the weekend immediately prior to the start of their vacation and the weekend immediately following vacation, if requested by the employee;

- b. the employee is on bereavement leave and the missed weekend duty occurs during such leave;
- c. the employee is on Disability or Workers' Compensation in excess of seven (7) consecutive days;
- d. the employee is on continuous FMLA or NYS PFL and the missed weekend duty occurs during such leave. Any employee with intermittent FMLA leave or intermittent NYS PFL leave may be required to make up the weekend;
- e. the employee is not needed according to staffing requirements of the unit within the next two (2) schedules following the missed weekend;
- f. the employee is hired for a specific weekend requirement or has requested and is regularly scheduled to work weekends;
- g. the employee is scheduled off due to a major holiday on what would have normally been a scheduled Saturday or Sunday to work.
- h. The employee uses New York State Paid Sick Leave (PSL) or New York State Paid Prenatal Leave (PNL);
- i. the employee is precluded from working due to an infectious disease per policy HRF 118.

Section 11. Meal and rest period will be scheduled as follows:

- a. employees working at least five (5) or more consecutive hours in a normal work day shall be entitled to a fifteen (15) minute rest period;
- b. employees working more than six (6) consecutive hours in a normal work day shall be entitled to a thirty (30) minute unpaid meal period;
- c. employees working at least eight (8) or more consecutive hours in a normal work day shall be entitled to a thirty (30) minute unpaid meal period and one fifteen (15) minute rest period;
- d. employees working a twelve (12) or thirteen (13) hour shift in a normal work day shall be entitled to one (1) thirty (30) minute unpaid meal period and two fifteen (15) minute rest periods.
- e. **It is understood that all employees are expected to take their required meal period. In the event of an emergent situation making this impossible, the employee shall be paid for their meal period as time worked. Special assignments of meal periods and rest periods shall be made by the supervisor. The Employer/Hospital shall provide for relief from work duties during scheduled meal and rest periods.**
- f. Night shift employees scheduled to work on the switchboard and as Patient Access Specialists in the Emergency Department will continue to work and be paid for a regular work shift of eight (8) hours, inclusive of thirty (30) minute paid meal period. Employees scheduled to work Switchboard alone and Patient Access Specialists in the

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**Emergency Department working alone will continue to work and be paid for a regular work shift of eight (8) hours, inclusive of thirty (30) minute paid meal period.**

Section 12. Employees shall record their time worked on an automated system designated by the Employer/Hospital. Employees shall be paid for all time worked.

Section 13. If necessary, it is agreed that extra available shifts will be distributed to qualified employees in the following way:

- a. A needs list with all extra shifts will be included with the posting of the preliminary schedule (14 days before) and will remain posted for seven (7) days, Friday to Friday for all full-time, part-time and per diem employees.
- b. Extra available shifts will be offered to qualified employees in the following order by seniority within each category. Except with respect to subsection (b)(1) below, full shifts will be awarded before partial shifts.
  1. All extended shift employees who request extra hours and are entitled will be given an extra posted hours per week to compensate for the decrease in hours.
  2. All part-time and full-time employees for whom the extra hours will not amount to overtime, starting with the most senior, shall be considered next.
  3. All per diem employees for whom the extra hours will not amount to overtime, starting with the most senior, shall be considered next.
  4. All full-time, part-time and per diem employees based on seniority, on a rotating basis beginning with the most senior qualified employee.
  5. Cross-trained employees who sign up for extra shifts on the units where they are qualified/certified to work.
  6. Any additional extra shifts that become available after the posting of the final schedule will be distributed in accordance with the above steps.
  7. Agency personnel will be considered last, after all bargaining unit members have been offered and awarded extra time and/or overtime.
  8. When an employee is awarded a needs shift and no longer wants the shift, the manager must approve any substitute. Substitutes shall be chosen in order of Seniority of those who signed up on the needs list for that shift. In the event no other employee was signed up on the needs list for the shift in question, substitutes will be chosen per this Section. If the employee cannot find a substitute or the substitute is not approved, the employee remains responsible for the shift.
- c. An employee who agrees to work an extra shift and cancels such extra shift on two (2) occasions within ninety (90) calendar days, shall be precluded from picking up extra shifts for a period of four (4) pay periods starting with the pay period beginning after the second cancellation. However, this will not apply in an emergency situation when no other person is available to pick up the extra shift.

Section 14. When there is a last-minute need for staff, notification will be sent to all department employees. They will be provided up to fifteen (15) minutes to respond. Shifts will be awarded according to Section 13b, above. After the fifteen (15) minutes has passed, shifts will be awarded on a first come, first served basis. A last-minute need will be defined as a filled shift that becomes available within seventy-two (72) hours of the beginning of the shift. Shifts that do not meet the definition of a last-minute need will be posted on a needs list for at least forty-eight (48) hours before the shifts are awarded according to Section 13b above.

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