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Employer Counter Proposal **Date: October 27, 2025**

Communications Workers of America, AFL-CIO
Kenmore Mercy Hospital Service and Clerical
2025 Contract Negotiations

Article _____
Overtime and Work in Progress

Section 1. Overtime shall be paid to all employees covered by this Agreement.

Section 2. The Employer/Hospital and the Union agree that overtime shall be assigned on a voluntary basis in descending seniority order. As a prerequisite to prevent an unusual event or crisis in the coverage of health services, the following steps should be undertaken by the Employer/Hospital:

a. appropriate staffing complements shall be established and maintained;

b. schedules are posted complete and in accordance with appropriate staffing complements;

c. voluntary overtime lists, per-diem lists, etc., are established and utilized.

Section 3. All scheduled paid time off, inclusive of PTO, bereavement leave, and union representative time, shall be considered as time worked for the purpose of computing overtime pay.

Section 4. No employee shall be required to work beyond their regularly scheduled hours, but may volunteer to do so. The supervisor/manager shall notify the department once the need for the volunteer is recognized. The exceptions will be when there is (a) a last minute call off resulting in no relief for an employee at work, or (b) there is a work in progress in the OR or Interventional Radiology. Work in progress is defined for the purposes of this Article as an employee being engaged in a procedure or the recovery of a post-surgical patient at the scheduled end of the employee's shift. The time frame for work in progress will not exceed thirty (30) minutes.

Section 5. The following process will be followed to staff at the end of the employee's work shift:

a. Every effort will be made to solicit volunteers from the available staff at work.

b. If there are no volunteers, department staff not currently working, will be solicited to voluntarily report to work.

c. If there are no volunteers after following the above steps, coverage from outside of the department will be solicited.

i. It is understood that the scheduled employee may be required to remain at work until their relief reports to work, which will not exceed three (3) hours.

Section 6. Unscheduled overtime pursuant to Sections 4 and 5 above will be a standing agenda item at the Workload and Staffing Committee meeting.

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