

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

**Article ____
Per Diem Employees**

Section 1. A per diem employee is one who works on a day-to-day, as needed basis, without a guarantee of set hours per week.

Section 2. Per Diem employees will be required to attend mandatory in-service programs in accordance with Employer/Hospital policy and shall be paid for such time.

Section 3. A per diem employee can bid on full-time and part-time positions through the job bidding/posting process. **Departments/units with fifteen (15) or more employees will have no more than 40% per diem employees, and departments/units with less than fifteen (15) employees will have no more than 60% per diem employees.** The Employer will reduce the number of per diem positions via attrition until the required percentage above is met.

Section 4. A candidate for per diem status must meet the minimum of qualifications (including licensure/**certification** if applicable) and one (1) year of previous experience in the area they are hired. This section does not apply to students or recent graduates working under the supervision of a licensed/**certified** employee.

Section 5. Scheduling for per diems shall proceed as follows:

- a. Per diems shall communicate their availability, a minimum of four (4) shifts per schedule period, with the appropriate manager(s) one (1) week prior to the posting of the preliminary schedule to commit to their required shifts. If needed, a minimum of two (2) shifts per schedule period must be schedule in order to maintain per diem status. **The four (4) shifts of availability must include one (1) evening shift, one (1) overnight shift, and one (1) weekend shift. However, extended shift employees must communicate a minimum availability of four (4) shifts per schedule period, including one (1) weekend shift. Multiple shifts on the same day only count as one (1) shift towards the required four (4) shifts of availability.** In addition, per diem employees may be required to work one holiday. This does not apply to departments that are not open on Holidays.
- b. The manager of each department will develop a consistent method of notifying per diem employees of their schedule. The manager will then use that method to notify the per diem employee no later than at the time the final schedule is posted.

Section 6. An employee who is accepted into a per diem position must work the shift length scheduled in that department for all of their commitment days.

Section 7. Employees who transfer to a per diem position shall not lose any paid time off prior to the transfer. Up to fifty-six (56) hours of unused paid time off will be transferred to a Paid Sick Leave Bank for use after the transfer, and any additional accrued, unused paid time off will be paid.

Section 8. A per diem employee who fails to meet the minimum schedule period requirements or the holiday commitment as specified above, where opportunities have been offered, such employee shall receive a written notice of their failure to meet their commitment. Should a per diem employee again fail to meet their meet their minimum schedule period requirement within twelve (12) months of written notice,

such per diem employee shall receive a written termination notice. Copies of written notice sent to per diem employees shall be furnished to the Union.


Section 9. Per Diem employees will have seniority as defined in **CT Article __**, Seniority.


Section 10. Per Diem employees may be required to share in the on-call responsibilities for their designated unit/department.

Section 11. If a per diem employee is regularly scheduled to work fifteen (15) or more hours per week, for a period of six (6) months or more, the position will be converted to a regular position with the category of employment equal to the hours worked per week. The only exceptions will be per diem employees who are working to cover leaves of absence, workers' compensation, disability or a position for which the Employer/Hospital is actively recruiting. For purposes of this section, actively recruiting refers to full-time and part-time positions only; recruitment for per diem positions will not be included.

Section 12. Per diem employees will not be entitled to wage adjustments or benefits except as follows:

- a. Wage increases specified in CT Articles 55, 56, and 57 Salaries;**
- b. Shift differential as specified in CT Articles 55, 56, and 57 Salaries, and CT Article __, Shift Differential;**
- c. Overtime as per CT Article 43 Overtime;**
- d. Workers' Compensation;**
- e. New York State Disability;**
- f. New York State Paid Sick Leave and New York State Paid Prenatal Leave;**
- g. Retirement Plan Benefits, if any, as per the terms of the applicable Retirement Plan;**
- h. Holiday differential for all hours worked on designated holiday(s);**
- i. Participate in the Employer's Group Medical Insurance Plan at their own expense; and**
- j. Any other legally required benefits.**

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