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Employer Counter Proposal

October 24, 2025

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

**Article __
Union Representation**

Section 1. The Union may select from employees in the bargaining unit union stewards for the purpose of handling grievances or for any other legitimate union business. Union officers, executive board members and chief stewards shall be considered to be stewards for the Union.

Section 2. The Union shall furnish the Employer/Hospital with a list of designated union stewards inclusive of name, work area and shift on an annual basis. The Union will then give written notice to the Employer/Hospital of any change in stewards as they occur.

Section 3. Stewards who are requested by the Employer/Hospital to attend meetings, including corrective action investigations or processing of grievances during work time, will be paid as time worked for such time. During such paid time, stewards shall restrict their activities to the handling of grievances and administration of this collective bargaining agreement. The Employer/Hospital will not pay stewards for union activities that are not requested or required by the Employer/Hospital.

If the Employer/Hospital and the Union mutually agree to schedule a grievance or investigatory meeting during an employee's shift, prior to the beginning of a shift or after the completion of a shift, the steward/employee will be paid for all time spent in such meeting.

Section 4. During work hours, the union stewards shall obtain the approval of their supervisors, where appropriate, before attending to grievance matters or administration of the contract. Such approval shall not be unreasonably withheld. If the Employer/Hospital knows pulling a Steward or Officer off their unit will cause staffing concerns, it will contact the Local.

Section 5. Local union officers and the executive board members shall be granted unpaid time as outlined below to perform the duties of their offices without loss of category of employment or benefits:

- a. President of the local up to eight (8) days per pay period;
- b. Union Officers up to seven (7) days per pay period; and
- c. Executive Board members, up to five (5) days per board member, per pay period non-cumulative. It is the intent of the Union that there will be up to two (2) Executive Board members to represent the Kenmore Mercy Registered Nurses, Technical, and Service/Clerical employee bargaining units.

The local union shall provide notice of such time off prior to the posting of the schedule for the date(s) requested. Should notice not be provided prior to the posting of the schedule it will be the responsibility of the Union to obtain a replacement for the individual. The replacement may not result in an overtime situation unless approval is obtained from the appropriate manager.

If a union officer or executive board member, or designee, employed by Kenmore Mercy Hospital, spends time in the representation of members of the bargaining unit as outlined in Section 3. above, the union officer or executive board member shall be provided paid time, excused from work, for that purpose. It is agreed and understood by the parties that the paid time referred to in this section shall not exceed fifteen (15) hours/week between the CWA bargaining units at the Employer/Hospital.

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Section 6. All employees who are excused from work with or without pay will maintain their status (category of employment) and will not lose any benefits including those provided for under the retirement plan.

Section 7. The Employer/Hospital may create vacant regular positions for the hours scheduled off for the executive board member. The Union shall provide the Employer/Hospital at least thirty (30) calendar days' notice of such return.

Section 8. Employees who are elected or appointed to a bargaining committee, for the purpose of negotiating a successor to this Agreement, will be excused from work without pay for contract negotiations and union bargaining caucus. **The orientation or certification timeline for any employee who has been appointed or elected to the Bargaining Committee may be extended by mutual agreement, which will not be unreasonably denied.**

Section 9. The Employer/Hospital may grant requests for unpaid excused absence time to bargaining unit employees to attend Union leadership seminars, training sessions, conventions, district meetings, conferences, and to administer the contract. Such request shall not be unreasonably denied. Written requests for such leave shall be made to the Employer/Hospital at least two (2) weeks before the schedule is posted and will be collectively limited between the CWA bargaining units at the Employer/Hospital to two hundred (200) days per calendar year without loss of benefits. Time spent by bargaining unit members attending the Union's steward training shall be excluded from the two hundred (200) day limit. No bargaining unit employee shall attend such steward training more than once.

Section 10. **The Employer/Hospital will provide union representatives thirty (30) minutes of time to meet with new employees, covered by this Agreement, during the initial week of employment at a time and location to be determined by the Employer/Hospital.**

The Employer/Hospital will provide Union representatives thirty (30) minutes of time to meet with new employees covered by this Agreement who did not attend General Orientation at a reasonable time and location to be determined by the Employer/Hospital.

Section 11. If circumstances exist, where an officer or Executive Board member is replaced, either temporarily or permanently, with another Union representative, the Union shall notify the Director of Human Resources. Arrangements shall be determined between the parties to allow the member who replaces an officer or Executive Board member to ensure that there will be no reduction in benefit accrual.

Section 12. The Union will be granted access to hospital conference rooms when requested and approved in advance, based on availability, for the purpose of conferring with bargaining unit employees regarding grievances and administration of the contract.

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