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**KALEIDA HEALTH
1199/SEIU UNITED HEALTHCARE WORKERS EAST
COMMUNICATIONS WORKERS OF AMERICA**

2025 CONTRACT NEGOTIATIONS

**Union Proposal:
Date Presented: March 4, 2025**

**Article 25
Overtime**

Section 1. Overtime shall be paid to all employees covered by this Agreement. No employee will be required to work beyond the end of his/her shift but may volunteer to do so.

Section 2. Overtime shall be paid at one and one-half ($1\frac{1}{2}$) times an employee's basic hourly rate (including differentials and premium rates) for actual hours worked in excess of thirty-seven and one-half ($37\frac{1}{2}$) hours in a scheduled work week except in those job titles where the normal work week exceeds thirty-seven and one-half ($37\frac{1}{2}$) hours. In these instances, overtime shall be paid at one and one-half ($1\frac{1}{2}$) times the employee's basic hourly rate for actual hours worked in excess of the employee's normal work week.

Section 3. The only exceptions to the above:

- a.) ~~The DeGraff CWA bargaining units as follows: Employees agreeing to work six (6) days on the first week and four (4) days in the other week of a pay period will receive overtime pay at time and one-half ($\frac{1}{2}$) of the employee's basic hourly rate for hours worked in excess of eight (8) hours in any workday and in excess of seventy-five (75) hours in the fourteen (14) day pay period. There will be no pyramiding of overtime.~~
- b.a.) The Buffalo General Medical Center Professional bargaining unit Pharmacists as follows: Pharmacists that work seventy (70) hours in one work week and no hours in a second work week for a total of seventy (70) hours in a pay period will be paid the overtime premium of time and one-half an employee's hourly rate for all hours worked in excess of eight (8) hours in a day.
- e.b.) The Buffalo General Medical Center Registered Nurse and Professional bargaining units as follows: Nurse Practitioners and Physician Assistants that work seventy (70) hours in a biweekly pay period will work forty (40) hours in one (1) week and thirty (30) hours in the next. Those employees will be paid the overtime premium of time and one-half ($1\frac{1}{2}$) the employee's hourly rate for all hours worked in excess of thirty-seven and one half ($37\frac{1}{2}$) hours in a work week.

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d.c.) OCH RN, LPN and Service and Maintenance bargaining units as follows: An employee's compensation rate for all hours worked exceeding an employee's normal scheduled shift in a workday will be at time and one-half ($1\frac{1}{2}$) the employee's hourly rate provided that the normal scheduled shift is at least seven and one-half ($7\frac{1}{2}$) hours.

- 1.) All work performed by a Registered Nurse in excess of forty (40) hours in a work week (excluding daily overtime hours) will be compensated at one and one-half ($1\frac{1}{2}$) times the employee's regular hourly salary for employees working eight (8) and ten (10) hour shifts.
- 2.) All work performed by a Registered Nurse or a service and maintenance employee in excess of eight (80) hours in a pay period (excluding daily overtime hours) will be compensated at one and one-half ($1\frac{1}{2}$) the employee's regular hourly salary for employees on twelve (12) hour shifts.
- 3.) All work performed by a Licensed Practical Nurse or a service and maintenance employee in excess of thirty-seven and one-half ($37\frac{1}{2}$) hours in a work week (excluding daily overtime hours) will be compensated at one and one-half ($1\frac{1}{2}$) times the employee's regular hourly salary for employees working seven and one-half ($7\frac{1}{2}$) hour shifts.
- 4.) All work performed by a Licensed Practical Nurse in excess of seventy-two (72) hours in a pay period (excluding daily overtime hours) will be compensated at one and one-half ($1\frac{1}{2}$) times the employee's regular hourly salary for employees working twelve (12) hour shifts.
- 5.) All work performed by a Licensed Practical Nurse in excess of sixty-nine (69) hours in a pay period (excluding daily overtime hours) will be compensated at one and one-half ($1\frac{1}{2}$) times the employee's regular hourly salary for employees working eleven and one-half ($11\frac{1}{2}$) hour shifts.

Section 4. Scheduled paid time off, including personal days will be considered as time worked for the purpose of computing overtime. (Unscheduled paid time off will not be considered as time worked for the purpose of computing overtime.)

Section 5. All employees who are required to remain at work due to inclement weather or an extreme emergency will be paid at one and one-half ($1\frac{1}{2}$) times the employee's regular hourly salary for all hours worked.

Section 6. Overtime must be authorized in advance by the appropriate supervisor or designee, if available.